

City of Monticello, Iowa

www.ci.monticello.ia.us

**Monticello City Council Meeting December 15, 2025 at 6:00 p.m.
Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa**

Mayor: Wayne Peach
City Council:
At Large: Josh Brenneman
At Large: Scott Brighton
At Large: Jake Ellwood
At Large: Dave Goedken
At Large: Candy Langerman
At Large: Mary Phelan

Staff:
City Administrator: Russell Farnum
City Clerk/Treas.: Sally Hinrichsen
Police Chief: Britt Smith
Library Director: Faith Brehm
Public Works Dir.: Nick Kahler
Water/Wastewater Sup.: Jim Tjaden
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	December 1, 2025
Approval of Payroll	December 11, 2025
Approval of Bill List	
Approval of Kwik Trip tobacco license	
Approval of Casey's Alcohol license	
Approval appointment of Billy Norton as Fire Chief and Nick Kahler as Asst. Fire Chief	
Approval of Fire Roster	

Public Hearings:

1. **Public Hearing** on the Proposed Amendment to the Zoning Map of the City of Monticello, changing the zoning on the following property from “R-1” Single Family Residential to “R-2” Two-Family Residential District: Lot 1 of Merrinoll Park 2nd Addition
2. **Ordinance** amending the Monticello Code of Ordinances, by amending Chapter 165 “ZONING REGULATIONS” of certain property located within the City Limits of the City of Monticello, to change the Zoning Classification from R-1 (Single-Family Residential) to R-2 (Two-Family Residential), same being generally described as Lot 1 of Merrinoll Subdivision, 2nd Addition, Monticello, IA 52310 and amending the Official Zoning Map – 1st reading

Resolutions:

3. **Resolution** Approving Lease Agreement between the City of Monticello and Justin Buck with regard to the farm ground at the Monticello Regional Airport
4. **Resolution** Approving submission of the Five-Year Airport Capital Improvement Plan
5. **Resolution** Approving Request to Extend Payment Due Date and Waive Late Fees for December Water/Utility Billing
6. **Resolution** Approving Pay Request #19 to Bill Bruce Builders, Inc., Re: Wastewater Treatment Plant Improvement Project in the amount of \$562,368.38
7. **Resolution** setting the date for public hearing on proposal to enter into a General Obligation Sewer Equipment Acquisition Loan/Lease-Purchase Agreement and to borrow money thereunder
8. **Resolution** Approving Program Independent Contractor Agreement

Consideration and Possible Motions:

9. **Consideration and Possible Motion** accepting Jake Ellwood’s resignation effective December 31, 2025

Resolution:

10. **Resolution** notice of intent to appoint to fill vacant At-Large City Council seat at the January 5, 2026 Council meeting, and directing the City Clerk to publish notice of said intent as required by law
11. **Taking Oath of Office** for newly elected Mayor and re-elected Councilmembers

Reports / Potential Actions:

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

Work Session:

- 22. Work session on Code Enforcement and Addressing Nuisance Issues**

Closed Sessions:

- 23. Closed Session** To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation pursuant to Iowa Code Section 21.5(1)(c)

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: December 15, 2025 Council Meeting
Time: Dec 15, 2025 06:00 PM Central Time (US and Canada)
Join Zoom Meeting
<https://us02web.zoom.us/j/81559950958>

Meeting ID: 815 5995 0958

One tap mobile

+13092053325,,81559950958# US
+13126266799,,81559950958# US (Chicago)

Join instructions

[https://us02web.zoom.us/meetings/81559950958/invitations?signature=QXZD2MJnrb
MYIwbrJSnLW_pUvf_kHvx1paxVBPO-cW8](https://us02web.zoom.us/meetings/81559950958/invitations?signature=QXZD2MJnrbMYIwbrJSnLW_pUvf_kHvx1paxVBPO-cW8)

“This employer is an equal opportunity provider & employer”

Regular Council Meeting
December 1, 2025, 6:00 P.M.
Community Media Center

Mayor Wayne Peach called the meeting to order. Council present were: Candy Langerman, Mary Phelan, Jake Ellwood, Scott Brighton and Dave Goedken. Also, present were City Administrator Russell Farnum, City Clerk Sally Hinrichsen, Water /Wastewater Superintendent Jim Tjaden, Park & Rec Director Jacob Oswald and Public Works Director Nick Kahler. Council member Josh Brenneman was absent. The public was invited to attend the meeting in person, or to participate in the meeting electronically via “Zoom Meetings” or “Facebook” and were encouraged to communicate from the chat or message.

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

Langerman moved to approve the consent agenda, Brighton seconded. Roll call was unanimous.

After a lengthy discussion, Langerman moved to approve a resolution entitled Approving Park & Rec Blanket Independent Program Contractor Agreement. Motion died due to a lack of a second.

Goedken moved to approve Resolution #2025-167 Scheduling Public Hearing on proposed rezoning of Lot 1 of Merrinoll 2nd Addition, located at the northwest corner of Carmel and El Camino Real from R-1 to R-2 for December 15, 2025 at 6:00 p.m. Ellwood seconded. Roll call was unanimous.

Goedken moved to approve Resolution #2025-168 Approving Plat of Survey to Parcel 2025-15, Parcel 2025-16, Parcel 2025-17 and Parcel 2025-18. Brighton seconded. Roll call was unanimous.

Brighton moved to approve Resolution #2025-169 Approving the Plat of Survey to Parcel 2025-86, for Property located at 18294 Amber Road X44. Ellwood seconded. Roll call was unanimous.

Phelan moved to approve Resolution #2025-170 Approving Pay Request #4 for partial payment of retainage to Roger Stephen, Re: Stephen Addition Trunk Sewer Project in the amount of \$112,711.86. Langerman seconded. Roll call was unanimous.

Brighton moved to approve concept of Eli Moestchen proposed Scout project, which focuses on redeveloping a walking trail through the Park and Ride area located at the south end of Monticello, pending IDOT approval. Langerman seconded. Roll call was unanimous.

Farnum reported working with Police Chief Smith on some Code issues, budget with City Clerk Hinrichsen and the implementation of the new software with all departments.

Department Heads gave an update on their department and upcoming activities.

Regular Council Meeting
December 1, 2025

Ellwood moved to adjourn the meeting at 6:37 P.M.

Wayne Peach, Mayor

Sally Hinrichsen, City Clerk/Treasurer

PAYROLL - DECEMBER 11, 2025

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	November 24 - December 7, 2025				
Chris Bell	\$ 613.31	\$ -	0.00	0.00	\$ 527.54
Jamie Coleman	2,328.80	-	0.00	24.00	1,850.43
Jordan Fullerton	822.36	-	0.00	0.00	707.35
Quinn Hansen	1,869.32	-	0.00	0.00	1,427.19
Mason Hanson	334.77	-	0.00	0.00	287.95
Ron Herman, Jr.	192.00	-	0.00	0.00	165.24
Jayna Koffron	843.30	-	0.00	0.00	725.37
Lori Lynch	3,457.51	-	0.00	0.00	2,336.16
Coletta Matson	3,176.63	1,080.71	0.00	20.25	2,215.86
Sky Monty	2,147.80	438.56	0.00	0.00	1,578.40
Mandy Norton	466.12	-	0.00	0.00	381.89
Cory Reyner	1,328.00	-	0.00	0.00	1,121.67
Shirlee Scott	2,896.45	567.65	0.00	0.00	2,131.52
Reggie Welter	844.78	-	0.00	0.00	692.67
Cora Wheeler	171.92	-	0.00	0.00	147.88
TOTAL AMBULANCE	\$ 21,493.07	\$ 2,086.92	0.00	44.25	\$ 16,297.12
CEMETERY	November 24 - December 7, 2025				
Dan McDonald	\$ 2,986.41	\$ 776.81	0.00	0.00	\$ 2,371.58
TOTAL CEMETERY	\$ 2,986.41	\$ 776.81	0.00	0.00	\$ 2,371.58
CITY HALL	November 24 - December 7, 2025				
Cheryl Clark	\$ 2,409.64	\$ 11.24	3.75	31.50	\$ 1,697.03
Russ Farnum	3,711.54	-	0.00	0.00	2,529.47
Sally Hinrichsen	3,326.37	-	0.00	0.00	2,235.62
Nanci Tuel	2,282.41	-	0.00	0.00	1,516.18
TOTAL CITY HALL	\$ 11,729.96	\$ 11.24	3.75	31.50	\$ 7,978.30
FIRE					
Joe Bayne	\$ 208.33	\$ -	0.00	0.00	\$ 192.39
Billy Norton	166.67	-	0.00	0.00	143.36
Johnny Russ	125.00	-	0.00	0.00	115.44
Tiler Streets	125.00	-	0.00	0.00	115.44
TOTAL FIRE	\$ 625.00	\$ -	0.00	0.00	\$ 566.63
LIBRARY	November 24 - December 7, 2025				
Faith Brehm	\$ 1,914.40	\$ -	0.00	0.00	\$ 1,460.03
Molli Hunter	1,436.01	-	0.00	0.00	1,151.04
Penny Schmit	1,724.80	-	0.00	0.00	1,156.32
TOTAL LIBRARY	\$ 5,075.21	\$ -	0.00	0.00	\$ 3,767.39
MBC	November 24 - December 7, 2025				
Milo Breitbach	\$ 1,750.00	\$ -	0.00	0.00	\$ 1,342.87
Kara Burrack	1,344.00	-	0.00	0.00	1,156.64
Jacob Oswald	2,642.88	-	0.00	0.00	1,990.31
TOTAL MBC	\$ 5,736.88	\$ -	0.00	0.00	\$ 4,489.82
POLICE	November 24 - December 7, 2025				
Erik Honda	\$ 2,932.80	\$ -	0.00	0.00	\$ 2,189.91

PAYROLL - DECEMBER 11, 2025

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
Jordan Koos	3,258.36	-	12.00	12.00	2,227.37
Cole Millard	2,879.52	-	0.00	0.00	1,917.69
Johnny Norwood	3,050.92	102.84	0.00	0.00	2,199.62
Keanan Shannon	3,524.16	-	0.00	12.75	2,644.57
Britt Smith	3,732.73	-	0.00	0.00	2,812.10
Madonna Staner	1,925.60	-	0.00	0.00	1,435.34
Brian Tate	3,489.36	-	0.00	0.00	2,259.42
TOTAL POLICE	\$ 24,793.45	\$ 102.84	12.00	24.75	\$ 17,686.02
ROAD USE	November 24 - December 7, 2025				
Zeb Bowser	\$ 2,983.20	\$ 813.60	15.75	27.75	\$ 2,310.56
Jacob Gravel	3,410.34	1,240.74	0.00	12.00	2,653.85
Nick Kahler	2,687.50	-	0.00	0.00	1,960.74
Jasper Scott	3,390.00	1,220.40	0.00	0.00	2,584.50
TOTAL ROAD USE	\$ 12,471.04	\$ 3,274.74	15.75	39.75	\$ 9,509.65
SEWER	November 22 - December 5, 2025				
Jim Tjaden	\$ 3,221.44	\$ -	0.00	0.00	\$ 2,269.59
TOTAL SEWER	\$ 3,221.44	\$ -	0.00	0.00	\$ 2,269.59
WATER	November 22 - December 5, 2025				
Scott Hagen	\$ 2,539.60	\$ -	10.50	51.75	\$ 2,033.15
Josh Willms	2,379.60	-	0.00	32.50	1,661.88
TOTAL WATER	\$ 4,919.20	\$ -	10.50	84.25	\$ 3,695.03
TOTAL - ALL DEPTS.	\$ 93,051.66	\$ 6,252.55	42.00	224.50	\$ 68,631.13

Name	Description	Invoice Amount
JACOB HEINSIUS	PD PEST CONTROL	42.50
LASER TECH USA INC. DBA	PD BUILDING SUPPLIES	34.99
LASER TECH USA INC. DBA	PD BUILDING SUPPLIES	23.50
LASER TECH USA INC. DBA	PD BUILDING SUPPLIES	18.00
NEXT GENERATION PLBG & HTG LLC	PD BLDG REP/MAINT	332.82
AARON'S AUTOMOTIVE LLC	PD VEHICLE OPERATING	91.85
AARON'S AUTOMOTIVE LLC	PD VEHICLE OPERATING	74.46
MICHAEL'S CLOTHING	PD UNIFORM REPAIR	5.00
MICHAEL'S CLOTHING	PD UNIFORM REPAIR	13.50
MICHAEL'S CLOTHING	PD UNIFORM REPAIR	15.00
MEDIACOM	PD TELEPHONE	23.18
INFRASTRUCTURE TECHNOLOGY	PD COMPUTER SUPPORT FEES	515.59
MONTICELLO SPORTS	UNIFORM	22.00
UNIFORM DEN INC	PD UNIFORM	118.07
UNIFORM DEN INC	PD UNIFORM	290.82
JOHN DEERE FINANCIAL	PD SUPPLIES	7.98
 Total 001-110:		 1,629.26
 JOHN DEERE FINANCIAL	POOL WINTERIZING	 35.88
INFRASTRUCTURE TECHNOLOGY	POOL OFFICE SUPPLIES	 9.83
 Total 001-440:		 45.71
 JOHN DEERE FINANCIAL	CEMETERY VEHICLE OPERATING	 9.49
 Total 001-450:		 9.49
 R & B SNOW REMOVAL	SLDR MEM SNOW REMOVAL	 125.00
 Total 001-498:		 125.00
 MOLLI JENN HUNTER	JANITORIAL SERVICES	 192.50
 Total 001-620:		 192.50
 SNYDER & ASSOCIATES INC	ENGINEERING FEES	 2,926.85
 Total 001-640:		 2,926.85
 LYNCH DALLAS P.C.	ADMIN ATTORNEY FEES	 340.00
 Total 001-641:		 340.00
 JACOB OSWALD	CH CHRISTMAS TREES	 515.00
JOHN DEERE FINANCIAL	MBC/CH/LIB SALT SPREADER	 71.66
SYCAMORE MEDIA CORP	ADMIN PUBLICATIONS	 408.69
JONES COUNTY ABSTRACT & TITLE	JONES COUNTY REPORT	 155.00
JONES COUNTY RECORDER	ADMIN RECORDING FEE-R2025-163	 17.00
JONES COUNTY RECORDER	ADMIN RECORDING FEE-IKON INVE	 52.00
FP MAILING SOLUTIONS	CH CONTRACTS	 104.85
INFRASTRUCTURE TECHNOLOGY	CH MISC CONTRACT WORK	 237.24
R & B SNOW REMOVAL	CH SNOW REMOVAL	 250.00
FP MAILING SOLUTIONS	CH OFFICE SUPPLIES	 161.50
RUSSELL W FARNUM	ADMIN OFFICE SUPPLIES	 60.43
CASELLE LLC	ADMIN SOFTWARE SUPPORT FEES	 1,313.32

Name	Description	Invoice Amount
Total 001-650:		<u>3,346.69</u>
MOLLI JENN HUNTER	JANITORIAL SERVICES	140.00
NEXT GENERATION PLBG & HTG LLC	JOHNSON FIELD BLDG WINTERIZIN	350.00
JOHN DEERE FINANCIAL	MBC/CH/LIB SALT SPREADER	71.67
BRIAN CROWLEY	MBC EQUIP REPAIR/MAINT	190.00
JOHN DEERE FINANCIAL	HOLIDAY ON 1ST	28.24
JOHN DEERE FINANCIAL	HOLIDAY ON 1ST	5.79
JOHN DEERE FINANCIAL	HOLIDAY ON 1ST	13.44
NEXT GENERATION PLBG & HTG LLC	HOLIDAY ON 1ST	225.00
SPAHN & ROSE LUMBER CO INC	HOLIDAY ON 1ST	3.99
CAN PLAY	YOUTH LEAGUE	500.00
JUDY DIETIKER	CALIFORNIA TRIP RESERVATION CA	200.00
NANCI PAULSEN	CALIFORNIA TRIP RESERVATION CA	200.00
INFRASTRUCTURE TECHNOLOGY	MBC OFFICE SUPPLIES	335.17
LASER TECH USA INC. DBA	MBC OFFICE SUPPLIES	89.08
LASER TECH USA INC. DBA	MBC OFFICE SUPPLIES	188.68
Total 005-430:		<u>2,541.06</u>
INFRASTRUCTURE TECHNOLOGY	FIRE COMPUTER SUPPORT FEES	28.73
SPAHN & ROSE LUMBER CO INC	FIRE MINOR EQUIPMENT	<u>299.75</u>
Total 015-150:		<u>328.48</u>
JACOB HEINSIUS	AMB PEST CONTROL	42.50
NEXT GENERATION PLBG & HTG LLC	AMB BLDG REPAIR/MAINT	332.82
MEDIACOM	AMB TELEPHONE	23.18
INFRASTRUCTURE TECHNOLOGY	AMB DATA PROCESSING	29.28
LASER TECH USA INC. DBA	AMB BUILDING SUPPLIES	14.99
LASER TECH USA INC. DBA	AMB BUILDING SUPPLIES	23.49
LASER TECH USA INC. DBA	AMB BUILDING SUPPLIES	17.99
PHYSICIAN'S CLAIM COMPANY	AMB BILLING FEES	<u>3,261.69</u>
Total 016-160:		<u>3,745.94</u>
FAREWAY STORES #840-1	LIB IMP PROGRAMS/PROMOTIONS	<u>111.84</u>
Total 030-410:		<u>111.84</u>
MOLLI JENN HUNTER	JANITORIAL SERVICES	157.50
R & B SNOW REMOVAL	LIB SNOW REMOVAL	125.00
CULLIGAN TOTAL WATER -	LIB BUILDING SUPPLIES	19.39
CULLIGAN TOTAL WATER -	LIB BUILDING SUPPLIES	19.39
JOHN DEERE FINANCIAL	MBC/CH/LIB SALT SPREADER	71.66
E.O. JOHNSON CO INC	LIB OFFICE SUPPLIES	112.15
MICRO MARKETING LLC	LIB BOOKS	34.00
MICRO MARKETING LLC	LIB BOOKS	22.39
MICRO MARKETING LLC	LIB BOOKS	115.08
MICRO MARKETING LLC	LIB BOOKS	83.60
MICRO MARKETING LLC	LIB BOOKS	100.80
MICRO MARKETING LLC	LIB BOOKS	24.00
OVERDRIVE	LIB BOOKS	22.99
MICRO MARKETING LLC	LIB AUDIO RECORDINGS	41.35
MICRO MARKETING LLC	LIB AUDIO RECORDINGS	49.15
OVERDRIVE	LIB AUDIO RECORDINGS	<u>154.99</u>

Name	Description	Invoice Amount
Total 041-410:		<u>1,153.44</u>
IOWA PUBLIC AIRPORTS ASSOC	IPAA MEMBERSHIP	200.00
SYCAMORE MEDIA CORP	A/PORT ADVERTISING	56.29
NEXT GENERATION PLBG & HTG LLC	AIRPORT BLDG REPAIR/MAINT	104.65
MCALEER WATER CONDITIONING INC	WATER SOFTENER RENT	35.00
MCALEER WATER CONDITIONING INC	AIRPORT BUILDING SUPPLIES	35.20
LAPORTE MOTOR SUPPLY	AIRPORT EQUIP REPAIR/MAINT	129.98
MONTICELLO AVIATION INC	AIR FUEL FILTERS - PLOW TRUCK	<u>246.85</u>
Total 046-280:		<u>807.97</u>
JOHN DEERE FINANCIAL	RU BLDG REPAIR/MAINT	16.99
BRIAN CROWLEY	RU EQUIP REPAIR/MAINT	422.80
BRIAN CROWLEY	RU EQUIP REPAIR/MAINT	70.25
BRIAN CROWLEY	RU EQUIP REPAIR/MAINT	64.15
JOHN DEERE FINANCIAL	RU EQUIP REPAIR/MAINT	18.88
JOHN DEERE FINANCIAL	RU EQUIP REPAIR/MAINT	2.56
JOHN DEERE FINANCIAL	RU EQUIP REPAIR/MAINT	19.16
JOHN DEERE FINANCIAL	RU EQUIP REPAIR/MAINT	9.99
JOHN DEERE FINANCIAL	RU EQUIP REPAIR/MAINT	5.56
K&S MACHINING AND METAL	RU EQUIP REPAIR/MAINT	210.32
KROMMINGA MOTORS INC	RU EQUIP REPAIR/MAINT	504.45
LAPORTE MOTOR SUPPLY	RU EQUIP REPAIR/MAINT	50.13
LAPORTE MOTOR SUPPLY	RU EQUIP REPAIR/MAINT	6.18
SADLER POWER TRAIN INC	RU EQUIP REPAIR/MAINT	161.38
INFRASTRUCTURE TECHNOLOGY	RU UTILITIES	12.33
KLUESNER CONSTRUCTION INC.	RU CRACKFILL 2025	20,316.00
JOHN DEERE FINANCIAL	RU SUPPLIES	25.96
KROMMINGA MOTORS INC	RU GOOSENECK TRAILER	1,950.00
RODNEY COOHEY	RU STREET MAINTENANCE SUPPLIES	914.50
SYCAMORE MEDIA CORP	RU ADVERTISING	<u>202.05</u>
Total 110-210:		<u>24,983.64</u>
ACCENT CONSTRUCTION	RU SNOW REMOVAL	1,430.00
ALL SEASON'S TRUCKING INC	RU SNOW REMOVAL	<u>2,648.80</u>
Total 110-250:		<u>4,078.80</u>
UMB BANK N.A.	2023 DEBT GO REGISTRATION FEES	252.00
UMB BANK N.A.	2016 DEBT GO DEBT FEES	<u>180.00</u>
Total 200-710:		<u>432.00</u>
UMB BANK N.A.	2023 WATER GO REGISTRATION FEES	168.00
UMB BANK N.A.	2018 WATER GO DEBT FEES	<u>42.50</u>
Total 200-810:		<u>210.50</u>
UMB BANK N.A.	2016 SEWER GO DEBT FEES	<u>10.00</u>
Total 200-815:		<u>10.00</u>
UMB BANK N.A.	2016 STORMWATER GO DEBT FEES	<u>17.50</u>

Name	Description	Invoice Amount
Total 200-865:		<u>17.50</u>
UMB BANK N.A.	2023 TIF GO REGISTRATION FEES	<u>180.00</u>
Total 225-710:		<u>180.00</u>
KENDRA OSWALD	HOLIDAY ON 1ST	<u>1,416.00</u>
SPAHN & ROSE LUMBER CO INC	HOLIDAY ON 1ST	<u>66.33</u>
TRI COUNTY PROPANE LLC	HOLIDAY ON 1ST	<u>95.00</u>
JOHN DEERE FINANCIAL	HOLIDAY LIGHTS	<u>47.98</u>
MOSCA DESIGN INC	PARK IMP - HOLIDAY LIGHTS	<u>2,336.40</u>
Total 313-750:		<u>3,961.71</u>
SNYDER & ASSOCIATES INC	STEPHEN'S SEWER EXTENSION	<u>10,644.10</u>
Total 332-750:		<u>10,644.10</u>
HD SUPPLY INC	WATER EQUIP REPAIR/MAINT	<u>1,030.99</u>
INFRASTRUCTURE TECHNOLOGY	WATER DATA PROCESSING	<u>21.78</u>
EXPRESS PRINTING & DESIGN LLC	UTILITY BILLING DOOR TAGS	<u>78.33</u>
IOWA ONE CALL	WATER SYSTEM	<u>22.10</u>
Total 600-810:		<u>1,153.20</u>
BEHREND'S CRUSHED STONE	SEWER GROUNDS SUPPLIES	<u>671.08</u>
JOHN DEERE FINANCIAL	SEWER VEHICLE OPERATING	<u>23.98</u>
INFRASTRUCTURE TECHNOLOGY	SEWER DATA PROCESSING	<u>9.83</u>
EXPRESS PRINTING & DESIGN LLC	UTILITY BILLING DOOR TAGS	<u>78.33</u>
JOHN DEERE FINANCIAL	SEWER SUPPLIES	<u>164.28</u>
FAREWAY STORES #840-1	SEWER LAB SUPPLIES	<u>17.28</u>
INFRASTRUCTURE TECHNOLOGY	SEWER LAB SUPPLIES	<u>165.00</u>
IOWA ONE CALL	SEWER SYSTEM	<u>22.10</u>
Total 610-815:		<u>1,151.88</u>
INSURANCE ASSOCIATES INC.	SEWER BOND FOR USDA PROJECT	<u>4,046.00</u>
Total 613-815:		<u>4,046.00</u>
REPUBLIC SERVICES #897	DUMPSTER COLLECTIONS	<u>17,260.06</u>
EXPRESS PRINTING & DESIGN LLC	UTILITY BILLING DOOR TAGS	<u>78.34</u>
Total 670-840:		<u>17,338.40</u>
Total :		<u>85,511.96</u>
Grand Totals:		<u>85,511.96</u>

City of Monticello
2026 Monticello Volunteer Fire Department Roster

Billy Norton - Fire Chief

Nick Kahler - Assistant Chief

Johnny Russ - Training Officer

Tiler Streets - Training Officer

Joe Bayne

Reece Norton

Jr. Firefighters

Mike Bader

Nevaeh Norton

Billy Norton

Isaac Kray

Josh Kray

Addison Norton

Nick Kahler

Anicka Kahler

Dave Husmann

Cory Reyner

Johnathan (John) Snyder

Sam Hunt

Brian Hinrichs

Ben Bollwitt

Drew Haag

Preston Taylor

Tommy Norton

Zebulyn Bowser

Chris Hinrichs

Greg Kraus

Josh Kelchen

Tiler Streets

Alex Green

Kyle Stadtmueller

Kody Miles

Spencer Pins

Jackson Snyder

Clayton Kraus

Brian Wolken

Devin Kraus

Devin Arduser

Jamie Chappell

Johnny Russ

City Council Meeting
Prep. Date: 12/09/2025
Preparer: Russell Farnum



Agenda Item: # 1 & 2
Agenda Date: 12/15/2025

Communication Page

Agenda Items Description: Request to Rezone Lot 1 Merrinoll 2nd Addition - R-1 Single Family Residential to R-2 Two-Family Residential

Type of Action Requested: Public Hearing and Ordinance

Attachments & Enclosures:

Petition and Ordinance

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Keith and Carol Hagen own Lot 1 of Merrinoll 2nd Addition, located at the northwest corner of Carmel and El Camino Real. They would like to rezone the property to R-2, Two-Family Residential, in order to build a duplex. The units will be set up so they could be sold separately down the road, but the Hagens will be holding onto them to rent out for the time being.

Background:

The Merrinoll Subdivision is zoned R-1 Single Family Residential, and consists almost entirely of single family detached homes, except for one other duplex that was constructed in Jayne Court.

The petitioner has provided a site plan that demonstrates a generous-sized duplex will fit on the 14,000 square foot lot, and meet all setbacks. The Comprehensive Plan calls for this area to be developed with Low-density residential. It does not specify whether it should be single family detached homes or allow other types of residential uses.

In general, zoning changes should be considered under the following criteria:

1. The extent to which property values are diminished by the particular zoning change.

Provided the proposed duplex is comparable to the quality of the homes in the surrounding area, it would have no noticeable effect upon property values in this area. The other duplex on Jayne Court has certainly not caused any depreciation in the value or desirability of the housing in this neighborhood.

2. The extent to which the change property value otherwise promotes the health, safety, morals, and general welfare of the public.

There will be minimal impact upon property values, and so this criterion is primarily irrelevant. However, there is minimal impact upon the safety or general welfare of the neighborhood.

3. The relative gain to the public as compared to that of the individual property owner.

Housing in high quality neighborhoods is always desirable for the public. This location is within easy walking distance from the school campus, downtown, and retail services, making it a gain to the public with no offsetting impact upon the individual owners in the surrounding areas.

4. The suitability of the subject property for the zoned purpose.

The lot is large enough to easily support a duplex without being out of character with the surrounding homes.

5. The length of time the property has been vacant as zoned considered in the context of land developed in the area in the vicinity of the subject property.

This is one of two remaining vacant lots within this subdivision, which was platted in the 1960's. That is a substantial period to remain vacant.

Recommendation:

This proposal may, at face value, seem out of character with the surrounding single-family detached homes. However, the Hagens build good quality homes, and the nearby duplex has not impacted property values in the neighborhood. Further, eventually, this duplex could be sold off as attached single family homes.

Further, the new State law allowing accessory dwelling units could allow any of the existing single family homes to be converted into a 2-unit, with no further zoning action needed.

The Planning and Zoning Board reviewed this petition at their regular meeting of November 25 and unanimously recommended approval.

ORDINANCE NO. ____

An ordinance amending the Monticello Code of Ordinances, by amending Chapter 165
“ZONING REGULATIONS” of certain property located within the City Limits of the
City of Monticello, to change the Zoning Classification from R-1 (Single-Family Residential) to
R-2 (Two-Family Residential). same being generally described as Lot 1 of Merrinoll
Subdivision, 2nd Addition, Monticello, and amending the Official Zoning Map

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

SECTION 1. The property known as Lot 1 of Merrinoll Subdivision, 2nd Addition, Monticello,
IA 52310 is hereby rezoned from R-1 (Single-Family Residential) to R-2 (Two-Family
Residential).

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

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

First Reading: December 15, 2025

Second Reading: _____

Third Reading: _____

Passed and approved by the City Council in session this ____th day of January, 2026.

_____, Mayor

ATTEST:

Sally Hinrichsen, City Clerk

I certify that the foregoing document was published as Ordinance No. ____ on the ____th of
_____, 2026.

Sally Hinrichsen, City Clerk

November 11, 2025

Keith & Carol Hagen
1015 East First Street
Monticello, IA 52310

Monticello Planning and Zoning Board
200 East First Street
Monticello, IA 52310

RE: Merrinole Park 2nd ADD Lot 1 – Rezone from R-1 to R-2

To Whom It May Concern:

We are Keith and Carol Hagen who own the subject property described as Merrinole Park 2nd ADD Lot 1. It is located on a corner bordered by the following streets: El Camino Real on the East and Carmel Road on the South. It is the only vacant lot in a rather large area that was first developed in approximately 1959. A majority of the homes in the area were built in the 1960's and 1970's.

The Monticello Express has reported that a major concern expressed by a council member is the need for housing, especially "affordable housing". Our goal is to help alleviate some of that need if we are granted a "rezoning" on our lot to R-2. With the rezoning to R-2, we could then build a two-unit condo with a 60+ age designation for the occupants. We would require covenants and rules that would "run with the land" on how to maintain the property to keep the value up, inside and outside. The new condo unit should in no way devalue any surrounding homes, if anything, it should assist in raising their values.

Our reason for making the request is based on housing needs in Monticello and also the fact that we know many single people and married couples living in larger homes wanting to down-size into a new home with less square footage. This movement out of larger homes would open up opportunities for housing for families to move into a nice home with square footage that would meet their present needs. As a result, the city would also benefit from the tax dollars which the new 2-unit condo would generate.

We thank you for your time and consideration. If you have questions or concerns, please feel free to call Carol's cell at (319) 480-1912.

Sincerely,



Keith & Carol Hagen

Zoned R-1

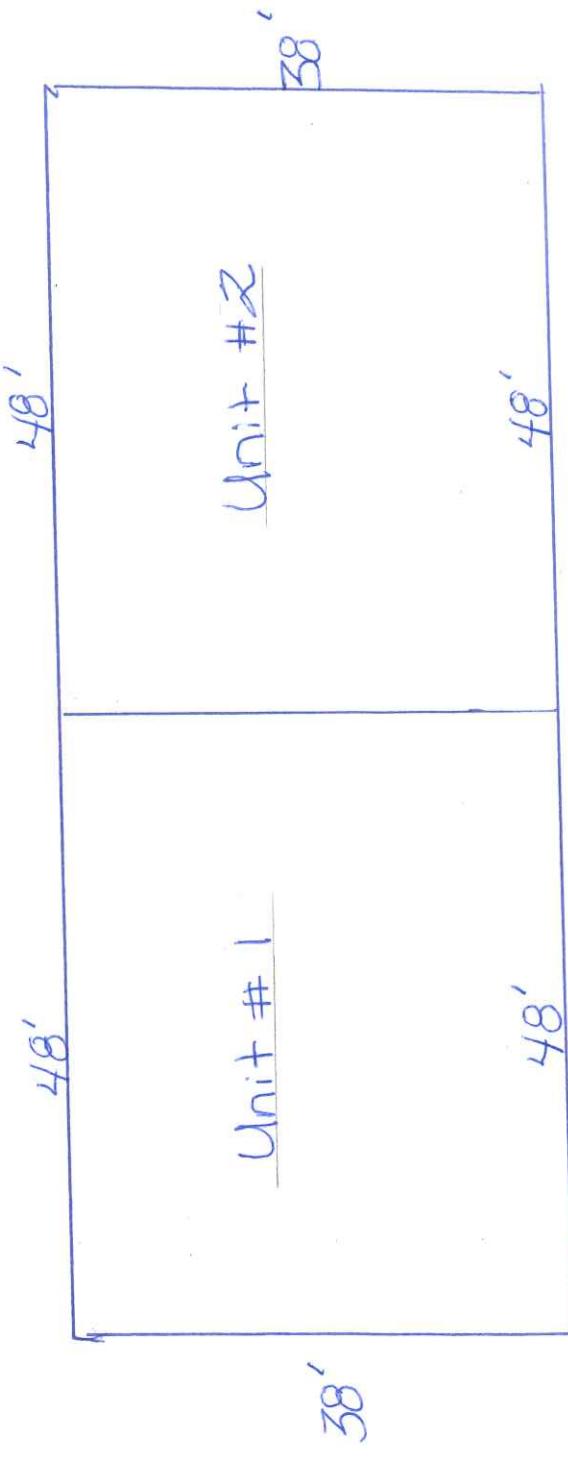
West

Property Line 143'

Electric
Sewer
Gas
Water
Internet

Zoned R-1 North

98' Property Line



98' Property Line

Carmel Road
Zoned R-1

South

El Camino Real
Zoned R-1

East

Attachment "H"

Rezoning Application

City of Monticello, Iowa

A. Your submittal shall include the following:

- A letter to Planning & Zoning on why the property should be rezoned.
- Application Fee of \$150
- A location map sized 8 ½ X 11 showing the proposed site location and adjacent existing land uses and/or zoning
- If there currently a building on the premises, the total square footage of the building
- Existing right-of-ways, easements, etc. All easements must have the book and page number of existing easements, and they shall be labeled on the location map.

Submitted By -

Name: Keith + Carol Hagen

Address: [REDACTED] East First St.

Phone #: 319- (Carol's Cell)

Date: November 11, 2025

Received By:

Date: _____

City Council Meeting
Prep. Date: 12/09/2025
Preparer: Russell Farnum



Agenda Item: # 3
Agenda Date: 12/15/2025

Communication Page

Agenda Items Description: Approve Airport Farm Lease with Justin Buck

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

Attachments & Enclosures:

Resolution

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Airport Board took bids on the 3-year lease of the farm ground. There were 5 bidders total, as outlined below:

Airport Agricultural Land Lease Bids

Bid Tabulation

11/26/2025

Name	Total bid	Notes
Riley Bossard	\$ 88,000	Conservation Farming plus data
Ethan Zumbach	\$ 100,000	
Evan Buck	\$ 123,370	
Mike Buck	\$ 123,735	
Justin Buck	\$ 124,100	

The bids are attached. The top 3 bidders were invited to live auction bids at the Airport Board meeting on December 2. Justin Buck attended and did not increase his bid.

Bossard also attended the Airport Board meeting and expressed his displeasure at the Buck bids.

The Airport Board recommended awarding the lease to the highest bidder, which was found to be the best option for the airport.

Staff Recommendation: Approval of the lease with Justin Buck is recommended.

City of Monticello, Iowa

RESOLUTION

Approving Lease Agreement between the City of Monticello and Justin Buck with regard to the farm ground at the Monticello Regional Airport

WHEREAS, the City of Monticello Airport Board recommended leasing the Monticello Regional Airport farm ground in the amount of \$124,100.00 per year as the highest bid, with additional terms consistent with the proposed lease agreement with a 3-year term, and

WHEREAS, Justin Buck acknowledged the terms of the lease related to crop productions and has bid and is capable and willing to enter into the lease agreement and pay that rate, and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the entry into the proposed three (3) year lease agreement between Justin Buck and the City of Monticello at the annual rental rate of \$124,100.00 (paid in two increments of \$ 62,050) as outlined in the lease, and directs the Mayor to execute the lease on behalf of the City Council and further directs the City Administrator to obtain the signature of Justin Buck, as tenant.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 15th day of December, 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

FARM LEASE
THE IOWA STATE BAR ASSOCIATION
Official Form No. 135
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)
Douglas D. Herman, Lynch Dallas, Monticello, IA 52310, Phone: (319) 465-

Taxpayer Information: (Name and complete address)
City of Monticello, 200 E. 1st Street, Monticello, IA 52310

Return Document To: (Name and complete address)
Sally Henrichsen, City Clerk, 200 E. 1st Street, Monticello, IA 52310
I

Grantors:

City of Monticello
Wayne Peach, Mayor
Sally Hinrichsen, City Clerk

Grantees:

Justin Buck
19576 Lake View Road
Anamosa IA 52205

Legal description: See Page 2
Document or instrument number of previously recorded documents:

FARM LEASE CASH

THIS LEASE ("Lease") is made between the City of Monticello, Iowa ("Landlord"), whose address for the purpose of this Lease is 200 E. 1st Street, Monticello, IA 52310 and Justin Buck("Tenant"), whose address for the purpose of this Lease is 19576 Lake View Road, Anamosa IA 52205

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate situated in Jones County, Iowa (the "Real Estate"):

Monticello Airport grounds authorized to be used for farming purposes outlined on the map appended hereto, including a total of 365 Acres, of which approximately 270 are tillable with no crop restrictions, 25 acres restricted to hay or beans, and about 57 acres of hay, more or less ("Premises")

The portion of the property located westerly of the unnamed creek is accessed through the easterly 57.45 feet of a 100' wide strip of land known as Parcel 2023-79, the westerly 42.55-foot portion of which is maintained as prairie restoration area. This restoration area extends easterly of the creek at the far north end of the Premises. Tenant shall make all efforts to avoid any overspray or equipment damage to this area, and if damage occurs, Landlord may assess monetary compensation against the Tenant above and beyond the lease amount.

Possession by Tenant for a term of Three (3) Year(s), to commence on March 1, 2026, and end on February 28, 2029. The Tenant has been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. RENT. Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"): Total annual cash rent of \$ 124,100, payable, unless otherwise agreed, as follows:

\$62,050.00 on June 1, 2026, and \$62,050.00 due on November 1, 2026.

\$62,050.00 on June 1, 2027, and \$62,050.00 due on November 1, 2027.

\$62,050.00 on June 1, 2028, and \$62,050.00 due on November 1, 2028.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided 0% Landlord, 100 % Tenant.

Governmental cost-sharing payments for permanent soil conservation structures shall be divided (N/A) % Landlord, (N/A) % Tenant. Crop disaster payments shall be divided 0 % Landlord, 100 % Tenant.

3. LANDLORD'S LIEN AND SECURITY INTEREST. As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code, naming Tenant as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

4. INPUT COSTS AND EXPENSES. Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be directed by Landlord. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

		% Landlord	% Tenant
(1)	Commercial Fertilizer	0	100
(2)	Lime and Trace Minerals	0	100
(3)	Herbicides	0	100
(4)	Insecticides	0	100
(5)	Seed	0	100
(6)	Seed cleaning	0	100
(7)	Harvesting and/or Shelling Expense	0	100
(8)	Grain Drying Expense	0	100
(9)	Grain Storage Expense	0	100

(10) Other	0	100
--------------	---	-----

Phosphate and potash on oats or beans shall be allocated 0% the first year and 0% the second year, and on all other crops allocated 0% the first year and 0% the second year. Lime and trace minerals shall be allocated over N/A years. If this Lease is not renewed, and Tenant does not therefore receive the full allocated benefits, Tenant shall be reimbursed by Landlord to the extent Tenant has not received the benefits. Tenant agrees to furnish, without cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.

5. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS. Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall, by August 15 of each lease year, provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock. Tenant shall maintain accurate yield records for the real estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government programs.

6. DELIVERY OF GRAIN. If this lease is a crop share lease, Tenant, without cost to Landlord, shall deliver Landlord's grain pursuant to request, at reasonable times, to the elevator at N/A or elsewhere at no further distant point.

7. LANDLORD'S STORAGE SPACE. If this lease is a crop share lease, Landlord reserves 0% of all crib and granary space for storage of the rent share crops.

8. ENVIRONMENTAL.

a. Landlord. To the best of Landlord's knowledge to date:

Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations. No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved.

Farm chemicals may not be stored on the premises. Farm chemicals for use on other properties may not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to ensure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences (it is not), the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human

waste septic systems that meet current codes, rules, and regulations, shall be installed or maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

In the absence of selection of an alternative where choices are provided in this paragraph 8b, the choice of the word "may" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

9. TERMINATION OF LEASE. This Lease shall automatically renew upon expiration from year-to- year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.

10. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$100.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

11. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

12. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

13. REPAIRS. Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.

14. NEW IMPROVEMENTS. All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.

15. WELL, WINDMILL, WATER AND SEPTIC SYSTEMS. (NONE)

16. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

17. NO AGENCY. Tenant is not an agent of the Landlord.

18. TELEVISION AND RADIO. (NONE)

19. ACCOUNTING. The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale.

20. ATTORNEY FEES AND COURT COSTS. If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

21. CHANGE IN LEASE TERMS. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

22. CONSTRUCTION. Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

23. NOTICES. The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.

24. ASSIGNMENT. Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

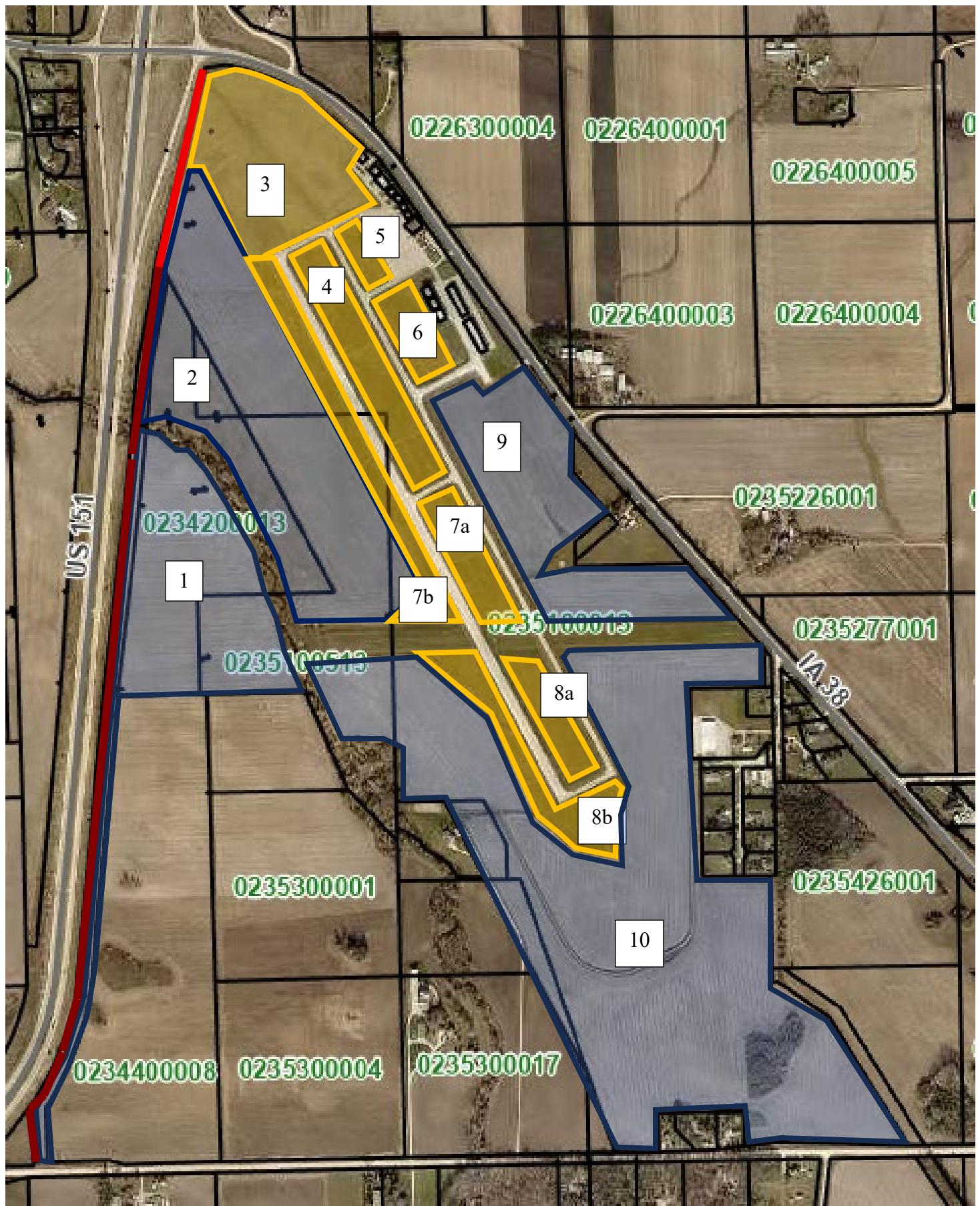
25. CERTIFICATION. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked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

26. ADDITIONAL PROVISIONS. See Addendum for Additional Provisions

{ATTACH OTHER APPROPRIATE ACKNOWLEDGMENT(S) HERE)

Addendum

1. Tenant shall not cross or travel on the runway or taxiway at any time except to access the areas between the runway and taxiway and in such circumstances, tenant may cross the TAXIWAY only, and shall be responsible for clearing the taxiway of any and all mud, rocks, or other debris that are tracked onto the runway by said crossings.
2. Tenant may carefully cross the prairie restoration and walking path area when and where necessary, and shall make his best efforts to avoid damaging any improvements or ground cover. If damage occurs, Landlord may assess monetary compensation against the Tenant above and beyond the lease amount.
3. Tenant shall not travel on taxiway with equipment due to the fact that mud/debris left on taxiway can be very hazardous to aircraft.
4. Any gates used to access airport property must be closed and locked at the end of each day.
5. Farm equipment, motor vehicles, bales, or similar items or "structures" shall never be left within 250 feet of the runways or within a 100' radius of the automated weather observation system equipment. (AWOS)
6. If any damage to airport equipment occurs it shall be reported to Airport Manager as soon as is it is practical to do so. If the Airport Manager cannot be contacted and notified within four (4) hours the City Administrator or the Police Department must then be contacted.
7. Tenant may plant hay/alfalfa on any of the acres that are allowed to be row crop planted in their discretion. (If the land may be planted with corn or beans it may also be planted with alfalfa.)
8. Tenant shall spray weeds along all fence rows at least once annually and manage weed growth at all times. Tenant shall not spray or apply chemicals in such a manner as to cause damage to the prairie restoration area without prior permission of the City. If damage occurs, Landlord may assess monetary penalties against the Tenant in an amount equivalent of that necessary to properly repair the damage.
9. Tenant recognizes that Aircraft always have the right-of-way. When farming in the areas off the end of the runways and in the area of the cross-wind runway the Tenant shall remain cognizant of the fact that aircraft may be approaching to land or take-off. In that circumstance, the Tenant agrees to promptly vacate those areas so as to not be a hazard to aircraft or self.
10. Tenant shall never leave equipment between the runway and taxiway and bales of hay shall be removed from said area as soon as possible.
11. The parties to this lease recognize that they may not agree on the exact acreage determinations set forth within the lease and acknowledge that the rental amount has been agreed to as a lump sum payment not tied to the actual acres.
12. The parties agree that the areas subject to this lease located between the runway and taxiway cannot be planted with beans, corn or any other row crop. The parties further agree that the allowable alfalfa crop planted in those areas will need to be rotated, or killed off from time to time, so that a new alfalfa crop may be planted. Because row crop rotation is not allowed, the Landlord has agreed to waive the rent in those areas during planting seasons that an alfalfa crop is not growing. The plan being to kill off one of the three areas per year over a period of time, with the plan to plant a new alfalfa crop in the year following the year it which it was killed off and rotated with a different non-row crop planting/crop.
13. The parties further agree that Tenant shall provide Landlord with proof of liability insurance by delivery to the Landlord of a Certificate of Farm Liability Insurance showing liability coverage in the minimum amount of \$1,000,000.



Signature Page

Justin Buck, Tenant
19576 Lake View Road
Anamosa IA 52205

As approved by the City Council of the City of Monticello, on the ____th day of December, 2025,
by Resolution 2025-____:

Wayne Peach, Mayor
For the City of Monticello, Landlord

ATTEST:

Sally Hinrichsen
City Clerk



200 E. First Street
Monticello, IA 52310
(319) 465-3577
Fax (319) 465-3527

WRITTEN BID FORM

2026-29 MONTICELLO AIRPORT (MXO) AGRICULTURAL LAND LEASE

The Undersigned Bidder does hereby enter the following "Total" bid on the selected tract of crop ground located on the Monticello Iowa Regional Airport property.

The Undersigned Bidder acknowledges that their bid is for a three (3) year lease agreement, which may be renewable, commencing March 1, 2026, and ending on February 28, 2029.

The Undersigned Bidder acknowledges that the City may require three (3) references prior to execution of the lease document, and Bidder further acknowledges that no covenant or agreement is formed herein until said lease document is approved by the City and executed by the City and the Bidder.

The Undersigned Bidder acknowledges that the top 3 bidders will be offered the opportunity to adjust their bids in a live auction format at the Airport Board meeting on December 2.

The Undersigned Bidder acknowledges that the City of Monticello reserves the right to reject any or all bids, and may waive minor technicalities of the bids that do not impact the outcome of the bidding process.

I am bidding on:

- 365 Acres, 282 Unrestricted tillable, 25 restricted to hay or beans, and 57 acres of hay, MOL

TOTAL BID AMOUNT \$ 88,000.00

Bidder Name (print) Riley Bassard DBA: Gold Standard Ag LLC

Bidder Address 723 North Cedar Street Monticello IA 52310

Bidder Phone 319-480-9621

Bidder e-mail (if any) bassardtrucking@gmail.com

Signed: Riley Bassard

DBA Gold Standard Ag LLC

Bidder

Date

11/24/2025

Riley Bossard
Gold Standard Ag LLC (GSAg)
Monticello, IA 52310
319-480-9621

Nov. 24th, 2025

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

Re: MXO(Monticello) Airport Agricultural Lease Proposal Bid

I, Riley Bossard with Gold Standard Ag LLC (GSAg), would like to present this letter to signify my interest in the MXO(Monticello) Airport land lease. I wish to bid a sum of \$88,000 per year. This bid will include the use of Conservation Practices and Data Transparency on all acres, for the entirety of the 3-year lease.

The Conservation Practices will include the implementation of No-Till Farming and the usage of Cover Crops. By practicing no-till, we attempt to reverse previous crop damage done by tillage. This practice will move the soil back to a healthy, prairie-like structure. The no-till will come at a cost to GSAg in the form of a yield loss for the term of the lease of approximately \$20 per acre. The cover crops will be acting as another practice to enrich the soil with diversity. They also aid in the reversing of damage caused by tillage before they are terminated prior to planting of the cash crop. The cover crops drilled following harvest will be at a cost to GSAg of \$32/ac for seed and application.

Data Transparency will come as an unrecognized value to the City of Monticello until after the lease is over. This will be in the form of soil tests, fertilizer spreads, and yield data. GSAg will cover the cost of a full soil test, valued at \$13/ac, and share the results with the City when the next lease comes up. This data will allow the City to disclose better information for the next lease, leading to more competitive bids.

Total Bid: \$88,000 on 365ac

GSAg Investment(Soil Test, Cover Crops, Yield Loss, Data Sharing)= \$65/ac

Total Bid + GSAg Investment= \$105,680 (\$289/ac on 365ac)

I hope the committee may see long-term value and return for both parties. For any further explanation needed, please contact me at 319-480-9621.

Explanations of Benefits: No-Till, Cover, Crops, Data Transparency

Tillage passes turn and fluff the ground to a powder. The ground is then packed back down harder with every passage of farm equipment. This compacting makes it difficult for crops to grow the next year without a tillage pass happening again. The soil becomes dependent on the tillage. The crop will lack yield by using its energy trying to bust through the packed down soil, rather than putting its energy into the grain. No-till practice takes time to work and in my direct experience it takes about 4 years before a return to previous production levels. In that time, there will be decomposed root passages left behind that the future crop will be able to use to search for water and nutrients deeper in the soil profile. This increase in water and nutrients will allow the plant to put more energy towards the grain.

Additional soil benefits sought from cover crops are increases in water infiltration, erosion control, organic matter, nutrient scavenging, increased soil biology, and microbial activity. All of these benefits stem from having a living root growing there for more than just 6 months out of the year. To allow the cover crop time to do what was mentioned, I will plan a delayed planting date, which will come with potential yield loss due to a shorter growing season.

Generally, soil tests are good for 4-5 years before needing re-testing. This makes the test I would purchase in Spring 2026, still be viable through the 2029 growing season. I will also share dry fertilizer spread amounts to show how much fertility the ground had received based on the soil test and the recommendations given for each crop. Harvest data maps can be provided as well to coincide with the fertility maps. This data was one of the first questions I had and was told it was not available for share. I believe this would be very valuable to have in the future.



200 E. First Street
Monticello, IA 52310
(319) 465-3577
Fax (319) 465-3527

WRITTEN BID FORM

2026-29 MONTICELLO AIRPORT (MXO) AGRICULTURAL LAND LEASE

The Undersigned Bidder does hereby enter the following "Total" bid on the selected tract of crop ground located on the Monticello Iowa Regional Airport property.

The Undersigned Bidder acknowledges that their bid is for a three (3) year lease agreement, which may be renewable, commencing March 1, 2026, and ending on February 28, 2029.

The Undersigned Bidder acknowledges that the City may require three (3) references prior to execution of the lease document, and Bidder further acknowledges that no covenant or agreement is formed herein until said lease document is approved by the City and executed by the City and the Bidder.

The Undersigned Bidder acknowledges that the top 3 bidders will be offered the opportunity to adjust their bids in a live auction format at the Airport Board meeting on December 2.

The Undersigned Bidder acknowledges that the City of Monticello reserves the right to reject any or all bids, and may waive minor technicalities of the bids that do not impact the outcome of the bidding process.

I am bidding on:

- 365 Acres, 282 Unrestricted tillable, 25 restricted to hay or beans, and 57 acres of hay, MOL

TOTAL BID AMOUNT \$ 100,000

Bidder Name (print) Ethan Zumbach

Bidder Address 21145 CO RD E-16 Monticello IA 52310

Bidder Phone 319-929-0263

Bidder e-mail (if any) ethanzumbach@yaesg.net

Signed:

Ethan Zumbach 11/17/25

Bidder

Date



200 E. First Street
Monticello, IA 52310
(319) 465-3577
Fax (319) 465-3527

WRITTEN BID FORM

2026-29 MONTICELLO AIRPORT (MXO) AGRICULTURAL LAND LEASE

The Undersigned Bidder does hereby enter the following "Total" bid on the selected tract of crop ground located on the Monticello Iowa Regional Airport property.

The Undersigned Bidder acknowledges that their bid is for a three (3) year lease agreement, which may be renewable, commencing March 1, 2026, and ending on February 28, 2029.

The Undersigned Bidder acknowledges that the City may require three (3) references prior to execution of the lease document, and Bidder further acknowledges that no covenant or agreement is formed herein until said lease document is approved by the City and executed by the City and the Bidder.

The Undersigned Bidder acknowledges that the top 3 bidders will be offered the opportunity to adjust their bids in a live auction format at the Airport Board meeting on December 2.

The Undersigned Bidder acknowledges that the City of Monticello reserves the right to reject any or all bids, and may waive minor technicalities of the bids that do not impact the outcome of the bidding process.

I am bidding on:

- o 365 Acres, 282 Unrestricted tillable, 25 restricted to hay or beans, and 57 acres of hay, MOL

TOTAL BID AMOUNT \$ 123,370.00

Bidder Name (print) Evan Buck

Bidder Address 1890 172nd Street Lowden, Iowa 52255

Bidder Phone (319) 480-3036

Bidder e-mail (if any) _____

Signed:

Evan Buck

Bidder

11-24-2025

Date



200 E. First Street
Monticello, IA 52310
(319) 465-3577
Fax (319) 465-3527

WRITTEN BID FORM

2026-29 MONTICELLO AIRPORT (MXO) AGRICULTURAL LAND LEASE

The Undersigned Bidder does hereby enter the following "Total" bid on the selected tract of crop ground located on the Monticello Iowa Regional Airport property.

The Undersigned Bidder acknowledges that their bid is for a three (3) year lease agreement, which may be renewable, commencing March 1, 2026, and ending on February 28, 2029.

The Undersigned Bidder acknowledges that the City may require three (3) references prior to execution of the lease document, and Bidder further acknowledges that no covenant or agreement is formed herein until said lease document is approved by the City and executed by the City and the Bidder.

The Undersigned Bidder acknowledges that the top 3 bidders will be offered the opportunity to adjust their bids in a live auction format at the Airport Board meeting on December 2.

The Undersigned Bidder acknowledges that the City of Monticello reserves the right to reject any or all bids, and may waive minor technicalities of the bids that do not impact the outcome of the bidding process.

I am bidding on:

- 365 Acres, 282 Unrestricted tillable, 25 restricted to hay or beans, and 57 acres of hay, MOL

TOTAL BID AMOUNT \$ # 123,735

Bidder Name (print) Michael Buck

Bidder Address 16319 130th St

Bidder Phone 319 480 1533

Bidder e-mail (if any) _____

Signed:

Michael C Buck 11/25/25
Bidder Date



200 E. First Street
Monticello, IA 52310
(319) 465-3577
Fax (319) 465-3527

WRITTEN BID FORM

2026-29 MONTICELLO AIRPORT (MXO) AGRICULTURAL LAND LEASE

The Undersigned Bidder does hereby enter the following "Total" bid on the selected tract of crop ground located on the Monticello Iowa Regional Airport property.

The Undersigned Bidder acknowledges that their bid is for a three (3) year lease agreement, which may be renewable, commencing March 1, 2026, and ending on February 28, 2029.

The Undersigned Bidder acknowledges that the City may require three (3) references prior to execution of the lease document, and Bidder further acknowledges that no covenant or agreement is formed herein until said lease document is approved by the City and executed by the City and the Bidder.

The Undersigned Bidder acknowledges that the top 3 bidders will be offered the opportunity to adjust their bids in a live auction format at the Airport Board meeting on December 2.

The Undersigned Bidder acknowledges that the City of Monticello reserves the right to reject any or all bids, and may waive minor technicalities of the bids that do not impact the outcome of the bidding process.

I am bidding on:

- 365 Acres, 282 Unrestricted tillable, 25 restricted to hay or beans, and 57 acres of hay, MOL

TOTAL BID AMOUNT \$ 124,100

Bidder Name (print) Justin Buck

Bidder Address 19576 Lake View Rd Anamosa IA

Bidder Phone 319-490-6804

Bidder e-mail (if any) _____

Signed:

Justin Buck
Bidder

11/24/2025

Date

City Council Meeting
Prep. Date: 12/10/2025
Preparer: Russell Farnum



Agenda Item: # 4
Agenda Date: 12/15/2025

Communication Page

Agenda Items Description: Monticello Regional Airport 5-year CIP

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

Attachments & Enclosures:

Resolution

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: The Airport needs to update its CIP annually before the end of December. With no major capital projects in the next 5-year timeframe, it's time to draw FAA reimbursements on the money used to purchase the recent additional land around the Airport.

This land was purchased to protect airspace and future expansion of the Airport.

The numbers in the CIP are still simple at this time and do not reflect the ongoing interest, closing costs or other expenses of the land acquisition. Those numbers will be determined with precision at the time of grant reimbursements.

Sally and I continue to work closely with FAA representatives to make sure this proceeds smoothly and within the guidelines and requirements of the FAA.

Recommendation:

The Airport Board reviewed this at their December 2 meeting and recommended approval.

City of Monticello, Iowa

RESOLUTION

Approving submission of the Five-Year Airport Capital Improvement Plan

WHEREAS, as a condition to receiving State and Federal aid for the Monticello Regional Airport, the following provisions must be met:

- Approved 5-Year Capital Improvement Plan
- Certification that the local match exists if the grant is awarded
- Authorization to submit the proposed projects for State or Federal Grants; and

WHEREAS, the Five-Year Capital Improvement Plan has been prepared and reviewed by the Monticello Airport Board and City Council and found to be appropriate and in the best interests of the City of Monticello and the Monticello Regional Airport.

NOW THEREFORE, BE IT RESOLVED that the City of Monticello authorizes the submission of the Five-Year Capital Improvement Plan for potential Federal Aviation Administration Grants and certifies that the local match of 10% is available for those projects successfully awarded a grant.

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 15th day of December, 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

**FIVE-YEAR AIRPORT
CAPITAL IMPROVEMENT PROGRAM (CIP)**

Attach additional sheets if necessary.

Airport Name, LOCID, City, State: Monticello Regional Airport MXO Monticello Iowa

Prepared by: Russell Farnum

Sponsor's E-mail: rfarnum@ci.monticello.ia.us

Date Prepared: November 18, 2025

Sponsor's Signature: _____

Sponsor's Phone: 3194653577

Printed Name: Russ Farnum

FY	Detailed Project/Scope Description	Funding Source	Total Estimated Cost
2026	Purchase Parcel 1) * Airport portion = 8.51 acres, price = \$99,567, 95% fed funding share split evenly between AIP and IIJA - 95% Fed, 5% Local share * estimated costs are purchase numbers, not appraised values and not inclusive of other costs (appraisals, closing cost, attorney fees, etc.)	Federal: \$47,300.00 IIJA: \$47,300.00 State: \$0.00 Local: \$4,730.00 Total: \$99,330.00	
2027	Fed AIP + IIJA carryover = \$ 192,400 (102,700 plus 89,700) plus FY 2027 AIP = \$150,000 Total available = \$ 342,400	Federal: \$252,700.00 IIJA: \$89,700.00 State: \$ Local: \$ Total: \$342,400.00	
2028	Fed carryover \$342,400 plus FY 2028 AIP = \$150,000 total available = \$ 492,400 Purchase Parcel 2 (\$593,410) (funding will be short) or Parcel 3 (\$475,000) Fed share @ 90% = \$427,500, Local share at 10% = \$ 47,500	Federal: \$492,400.00 IIJA: \$ State: \$ Local: \$47,500.00 Total: \$539,900.00	
2029	AIP carry over from FY 28 = \$64,900 plus FY 29 \$150,000 = 214,900	Federal: \$214,900.00 IIJA: \$ State: \$ Local: \$ Total: \$214,900.00	
2030/31	FY30 - AIP carry over from FY 29 = 214,900 plus FY 30 \$150,000 = 364,900 FY 31 - AIP carry over from FY 30 = 364,900 plus FY 31 \$150,000 = \$514,900, Purchase Parcel 2 \$593,400 *	Federal: \$514,900.00 IIJA: \$ State: \$ Local: \$51,490.00 Total: \$566,390.00	

City Council Meeting
Prep. Date: 12/11/2025
Preparer: Russell Farnum



Agenda Item: # 5
Agenda Date: 12/15/2025

Communication Page

Agenda Items Description: Request to Extend Payment Due Date and Waive Late Fees for Water/Utility Billing

Type of Action Requested: Motion

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: New software setup is failing to download water meter readings correctly, and failing to calculate and print water/utility bills correctly. The most recent billing run still showed 15 pages of errors, and staff has not yet been able to successfully read the water meters and download the information for November use (typically meters would be read around the 1st of the month).

The software company is diligently working to get these issues corrected but we cannot give a timeline on when this will be completed. We were hoping to get corrected by December 12 to still provide a reasonable period of time to make payment on the December bill. We typically allow 20 days, but as of Thursday, December 11, the bills will still not run the correct amounts.

We have fielded many phone calls with concerns about getting charged late fees or penalties because they have not yet received a bill. As this is most certainly not the fault of our citizens, we most certainly do not wish to punish the citizens by assessing fees on bills that could not be mailed on a timely basis.

Staff is requesting Council consideration of providing an extension of the due dates, and waiving any late fees or penalties for the bills that reflect water use in November, December, and January. It is recommended that this waiver only apply to those specific billing periods, and not any prior late fees or amount(s) due from previous billing periods, nor those accrued beyond 20 days after the bills are mailed.

Major corrections in this part have been made today, and hopefully meter readings can occur yet this week, but this will increase everyone's January bills by an additional 2 weeks of use in December, which would be added to the November water use, which is reflected on the January water bill (the bill is 2 months behind the use).

If everything gets corrected yet this week, the bills from October water use (which should have gone out on December 1) will be sent out late and the payments that would normally be due on December 20 would not be due until after Christmas.

Then the bills that will reflect the November water use, which would go out on January 1, will include an additional 2 (or more) weeks of use in December, which would make the January water bill about 30% higher than usual for the water and sewer portion.

Then, the February bill, which would only include use from the last few weeks of December, would be about 30% lower than usual.

Staff is proposing the following:

1. Extend the payment deadline for the December bills to at least 20 days after actual mailing;
2. Waive late fees or penalties on the December bills, provided the account is paid down to zero balance by January 20.

Council may have other ideas as well.

Staff will provide an update at the Council meeting if we have any more information.

Staff Recommendation:

Council direction is requested.



December 10, 2025

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

RE: CONTRACTOR'S APPLICATION FOR PAYMENT #19 - 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 #19 for work completed on the Wastewater Treatment Plant Improvement Project.

Application for Payment includes costs associated with general conditions, mobilization, concrete reinforcement, concrete labor, cast-in-place for Aero-Mod, electrical work, and underground piping.

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 #19 in the amount of **\$562,368.38** to Bill Bruce Builders, Inc.

Respectfully,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Nick Eisenbacher".

Nick Eisenbacher, P.E.
Project Engineer

Enclosure: Bill Bruce Builders, Inc Contractor's Application for Payment #19

cc: Julie Ford, USDA Rural Development; Russ Farnum and Jim Tjaden City of Monticello

Contractor's Application for Payment

Owner:	City of Monticello	Owner's Project No.:	120.1109.08
Engineer:	Snyder & Associates, Inc.	Engineer's Project No.:	120.1109.08
Contractor:	Bill Bruce Builders, Inc.	Contractor's Project No.:	20231024
Project:	Wastewater Treatment Plant (WWTP) Improvements		
Contract:	Wastewater Treatment Plant Improvements		
Application No.:	19	Application Date:	12/3/2025
Application Period:	From 11/1/2025	to 11/30/2025	

1. Original Contract Price	\$ 23,448,000.00 -
2. Net change by Change Orders	\$ 990,991.07 -
3. Current Contract Price (Line 1 + Line 2)	\$ 24,438,991.07 -
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 16,772,898.98 -
5. Retainage	
a. 5% X \$13,596,912.98 Work Completed	\$ 679,845.65 -
b. 5% X \$3,175,986.00- Stored Materials	\$ 158,799.30 -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 838,644.95 -
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 15,934,254.03 -
7. Less previous payments (Line 6 from prior application)	15,371,885.65
8. Amount due this application	\$ 562,368.38 -
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 8,504,737.04 -

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: 12/3/2025

Recommended by Engineer

By: 

Title: Civil Engineer

Date: 12/10/2025

Approved by Funding Agency

By: _____

Title: _____

Date: _____

Approved by Owner

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Progress Estimate - Lump Sum Work

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

Contractor's Application for Payment

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

Application No.:	A	B	C	11/1/2025		F	11/30/2025		Application Date:		11/25/25		
				WORK COMPLETED			MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED & STORED TO DATE (D + E + F)		% (G / C)			
				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	1,001,234.00	55,624.11			1,056,858.11		53%	945,609.89		
6	Submittals		50,000.00	50,000.00				50,000.00		100%	0.00		
7	Concrete Reinforcing		1,207,086.00	1,130,088.63	76,997.37			1,207,086.00		100%	0.00		
8	Cast-In-Place Concrete		950,000.00	524,550.06	21,818.64			546,368.70		58%	403,631.30		
9	Rebar Labor		1,000,000.00	620,000.00	40,000.00			660,000.00		66%	340,000.00		
10	Concrete - Aeromod		1,610,500.00	426,000.00	145,000.00			571,000.00		35%	1,039,500.00		
11	Concrete - BioSolids		927,500.00	927,500.00				927,500.00		100%	0.00		
12	Concrete - Generator		12,800.00	12,800.00				12,800.00		100%	0.00		
13	Concrete - Controls & UV Building		260,000.00	170,000.00				170,000.00		65%	90,000.00		
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	190,000.00	15,000.00			205,000.00		68%	95,000.00		
17	Placement on Project		179,200.00	93,000.00	15,000.00			108,000.00		60%	71,200.00		
18	Digging for Electrical/Concrete around pipes		100,000.00	90,000.00				90,000.00		90%	10,000.00		
19	Sluice Gates/Stides 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	20,000.00				20,000.00		100%	0.00		
22	Secondary Containment Scale - Labor		10,000.00					0.00		0%	10,000.00		
23	Polymer Blending and Feed Equipment - Labor		10,000.00	10,000.00				10,000.00		100%	0.00		
24	Rotary Press System - Labor		20,000.00	20,000.00				20,000.00		100%	0.00		
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	368,127.00				368,127.00		100%	0.00		
27	Precast Structural Concrete - 10" Hollow core		96,927.00	96,927.00				96,927.00		100%	0.00		
28	Precast Structural Concrete - 8" Hollow core		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 Structural Concrete - Caulking & Grouting		45,500.00	15,925.00				15,925.00		35%	29,575.00		
32	Precast & Steel Erection		199,400.00	55,980.00				55,980.00		28%	143,420.00		
33	Masonry		150,000.00	15,000.00				15,000.00		10%	135,000.00		
34	Structural Steel Fabrication		199,750.00	165,345.00				165,345.00		83%	34,405.00		
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	176,675.00				176,675.00		92%	15,725.00		
39	Sectional Doors		76,462.00	25,487.34				25,487.34		33%	50,974.66		
40	FRP Aluminum Hybrid Doors		77,155.00				77,155.00	77,155.00		100%	0.00		
41	Aluminum Framed Entrances and Storefronts		30,090.00	26,924.45				26,924.45		89%	3,165.55		
42	Painting		124,931.00	49,000.00				49,000.00		39%	75,931.00		
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	430,736.89	17,530.00			448,266.89		90%	51,713.11		
48	Electrical - General Conditions (temp power, submittals & Mob)		144,025.00	144,025.00				144,025.00		100%	0.00		
49	Electrical - Service Equipment		675,000.00	618,517.69				618,517.69		92%	56,482.31		
50	Electrical - Site Work		310,613.00	186,367.74	31,061.29			217,429.03		70%	93,183.97		
51	Electrical - Building Power and Equipment		310,612.00	200,836.60	15,530.60			216,367.20		70%	94,244.80		
52	Lagoon Sludge Removal		93,900.00	93,900.00				93,900.00		100%	0.00		
53	SWPPP Installation		43,795.00	3,464.70				3,464.70		8%	40,330.30		
54	SWPPP Inspections		14,600.00	8,300.00	700.00			9,000.00		62%	5,600.00		
55	Retaining Walls		43,207.00					0.00		0%	43,207.00		

56	MOBILIZATION	219,649.00	164,736.91			164,736.91	75%	54,912.09
57	TOPSOIL STRIP SALVAGE SPREAD	58,971.00	29,485.61			29,485.61	50%	29,485.39
58	SITE GRADING	148,842.00	71,349.00			71,349.00	48%	77,493.00
59	ROCK SURFACING AND SUBBASE	62,214.00	6,224.60			6,224.60	10%	55,989.40
60	WATER MAIN AND SERVICES	322,021.00	179,571.98			179,571.98	56%	142,449.02
61	PRV VALVE VAULT	61,312.00	32,562.25			32,562.25	53%	28,749.75
62	4" SANITARY FORCE MAIN	34,589.00	26,294.19			26,294.19	76%	8,294.81
63	8" SANITARY GRAVITY MAIN	72,519.00	46,535.04			46,535.04	64%	25,983.96
64	10" SANITARY FORCE MAIN	19,920.00				0.00	0%	19,920.00
65	16" SANITARY GRAVITY MAIN	21,984.00	16,744.26			16,744.26	76%	5,239.74
66	18" SANITARY GRAVITY MAIN	128,356.00	37,270.00			37,270.00	29%	91,086.00
67	SANITARY MANHOLES	254,293.00	136,163.49			136,163.49	54%	118,129.51
68	MH-11 DIGESTED SLUDGE PS & VV	94,292.00	79,962.09			79,962.09	85%	14,329.91
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	12,928.37			12,928.37	24%	39,935.63
73	STRUCTURE EXCAVATION	334,347.00	334,347.00			334,347.00	100%	0.00
74	STRUCTURE BACKFILL	283,748.00	99,311.36			99,311.36	35%	184,436.64
75	STRUCTURE SUBBASE	204,903.00	184,403.36			184,403.36	90%	20,499.64
76	DEMO	304,279.00	91,284.17			91,284.17	30%	212,994.83
77	DEWATERING	164,411.00	164,411.00			164,411.00	100%	0.00
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	52,960.00			52,960.00	56%	41,840.00
80	Split-Clarifier Secondary Clarifier	688,417.00			688,417.00	688,417.00	100%	0.00
81	Wall Mounted Aerators	371,879.00			371,879.00	371,879.00	100%	0.00
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			308,612.00	308,612.00	100%	0.00
85	Actuated 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	444,681.00			444,681.00	68%	205,000.00
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			91,750.00	91,750.00	100%	0.00
92	Manufacturer's Services	14,500.00				0.00	0%	14,500.00
93	Freight	14,400.00	2,200.00			2,200.00	15%	12,200.00
94	Variable Frequency Motor Controllers / Controls / Submersible Pumps	1,514,000.00	62,749.00		1,432,251.00	1,495,000.00	99%	19,000.00
95	Fabricated Stainless Steel - Labor	100,750.00	25,469.00		12,350.00	37,819.00	38%	62,931.00
96	Fabricated Stainless Steel - Materials	170,000.00	9,706.08		147,675.00	157,381.08	93%	12,618.92
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	93,689.10			93,689.10	90%	10,409.90
102	Chemical Containments & Scales / Polymer Blending & Feed Equipment Chemical Feed / Shaftless Screw Conveyor	280,527.00	280,527.00			280,527.00	100%	0.00
103	Liquid Process Piping - Man Holes, Valves, and Piping	190,648.00	190,648.00			190,648.00	100%	0.00
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	344,762.69			344,762.69	81%	81,489.36
105	Utility Materials - Piping, valves, vaults	931,480.00	271,402.46	111,490.72		382,893.18	41%	548,586.82

Original Contract Totals \$ 23,448,000.00 \$ 12,176,405.06 \$ 545,752.73 \$ 3,175,986.00 \$ 15,898,143.79

68% \$ 7,549,856.21

Progress Estimate - Lump Sum Work

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

Contractor's Application for Payment

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

Application No.: 19

From 11/1/2025 **to** 11/30/2025 **Application Date:** 11/25/25

A	B	C	D	E	F	G	H	I
ITEM #	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED & STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
Change Orders								
1	Unsuitable Soils	763,990.30	745,024.10			745,024.10	98%	18,966.20
	RFI 23		(19,455.71)			0.00	0%	(19,455.71)
2	RFI 21	6,027.74	6,027.74			6,027.74	100%	0.00
	RFI 25	1,174.68	1,174.68			1,174.68	100%	0.00
	ITC 07 & 08	6,123.97				0.00	0%	6,123.97
3	Controls Integration	169,986.52	51,929.29	7,455.81		59,385.10	35%	110,601.42
	RFI #35	4,496.10	4,496.10			4,496.10	100%	0.00
	RFI #38	8,242.36	8,242.36			8,242.36	100%	0.00
	ITC 09	14,670.54	14,670.54			14,670.54	100%	0.00
	Relocate VFDs to Screen Building	12,708.75	12,708.75			12,708.75	100%	0.00
4	ITC #13 (CR #18)	9,806.03	9,806.03			9,806.03	100%	0.00
	Unsuitable Soils - watermain and sewer main around the Site (CR#19)	13,219.79	13,219.79			13,219.79	100%	0.00
Change Order Totals		\$ 990,991.07	\$ 867,299.38	\$ 7,455.81	\$ -	\$ 874,755.19	\$	\$ 116,235.88

Original Contract and Change Orders

Project Totals	\$ 24,438,991.07	\$ 13,043,704.44	\$ 553,208.54	\$ 3,175,986.00	\$ 16,772,898.98		\$ 7,666,092.09
-----------------------	------------------	------------------	---------------	-----------------	------------------	--	-----------------

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.: 1# Application Period: From 11/1/2025 to 11/30/2025 Application Date: 11/25/25

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			H INCORPORATED IN WORK			I TOTAL AMOUNT INCORPORATED IN THE WORK (J+K) (S)	J MATERIALS REMAINING IN STORAGE (L-L) (S)
						PREVIOUS AMOUNT STORED (S)	AMOUNT STORED THIS PERIOD (S)	AMOUNT STORED TO DATE (G+H) (S)	AMOUNT PREVIOUSLY INCORPORATED IN THE WORK (S)	AMOUNT INCORPORATED IN THE WORK THIS PERIOD (S)			
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	\$ 40,500.00			40,500.00	0.00
49	Pay App #2		Service Equipment - Electrical Distribution Storage	Westphal & Company	2	25,878.74		25,878.74	\$ 25,878.74			25,878.74	0.00
96	Pay App #1		Fabricated Stainless Steel - Materials	Dubuque Plumbing & Heating	3	92,818.94		92,818.94	\$ 92,818.94			92,818.94	0.00
40	Pay App #1		FRP Aluminum Hybrid Doors	Opening Specialists, Inc	3	17,226.22		17,226.22	\$ 17,226.22			17,226.22	0.00
49	Pay App #2		Fabricated Stainless Steel - Materials	Dubuque Plumbing & Heating	4	15,097.90		15,097.90	\$ 15,097.90			15,097.90	0.00
40	Pay App #2		FRP Aluminum Hybrid Doors	Opening Specialists, Inc	4	52,780.00		52,780.00	\$ 52,780.00			52,780.00	0.00
49	Pay App #3		Fabricated Stainless Steel - Materials	Dubuque Plumbing & Heating	5	13,349.98		13,349.98	\$ 13,349.98			13,349.98	0.00
99	Pay App #6		Ultraviolet Disinfection Equipment	Enqua	6	45,897.00		45,897.00	\$ 45,897.00			45,897.00	0.00
80	Pay App #1		Split-Clarator Secondary Clarifier	Aero-Mod	7	688,417.00		688,417.00	\$ 688,417.00			688,417.00	0.00
84	Pay App #1		Wall mounted Walkways	Aero-Mod	7	308,612.00		308,612.00	\$ 308,612.00			308,612.00	0.00
40	Pay App #3		FRP Aluminum Hybrid Doors	Opening Specialists, Inc	7	7,148.78		7,148.78	\$ 7,148.78			7,148.78	0.00
81	Pay App #2		Wall Mounted Aerators	Aero-Mod	8	371,879.00		371,879.00	\$ 371,879.00			371,879.00	0.00
91	Pay App #2		Installation Materials and Spare Parts	Aero-Mod	8	91,750.00		91,750.00	\$ 91,750.00			91,750.00	0.00
94	28374		Variable Frequency Motor Controllers / Controls / Subms	Electric Pump	8	926,601.00		926,601.00	\$ 926,601.00			926,601.00	0.00
94	30385		Variable Frequency Motor Controllers / Controls / Subms	Electric Pump	11	505,650.00		505,650.00	\$ 505,650.00			505,650.00	0.00
96	Pay App #5		Fabricated Stainless Steel - Materials	Dubuque Plumbing & Heating	19		26,408.18	26,408.18	\$ 26,408.18			26,408.18	0.00
95	Pay App #5		Fabricated Stainless Steel - Labor	Dubuque Plumbing & Heating	19		12,350.00	12,350.00	\$ 12,350.00			12,350.00	0.00
												0.00	0.00
												0.00	0.00
Totals						\$ 3,362,725.56	\$ 38,758.18	\$ 3,401,483.74	\$ 225,497.74	\$ -	\$ 225,497.74	\$ 3,175,986.00	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2025

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

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

PRODUCER AssuredPartners Great Plains, LLC PO Box 759 Dubuque IA 52004-0759	CONTACT NAME: Jena Wilwert	FAX (A/C, No): 563-556-4425
	PHONE (A/C, No, Ext): 563-556-0272 E-MAIL ADDRESS: jena.wilwert@assuredpartners.com	
INSURED Portzen Construction Inc. 205 Stone Valley Dr. Dubuque IA 52003	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Waypoint Mutual (fka Midwest Builders) NAIC # 13126	
	INSURER B : United Fire & Casualty 13021	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 72616128

REVISION NUMBER:

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

EXCLUSIONS AND CONDITIONS OF THIS POLICY. LIMITS OWNED MAY HAVE BEEN REDUCED BY TRADITIONAL INSURANCE.				POLICY EFF (MM/DD/YYYY)		POLICY EXP (MM/DD/YYYY)		LIMITS									
INSR LTR	TYPE OF INSURANCE		ADDL SUBR INSD WVD	POLICY NUMBER													
B	COMMERCIAL GENERAL LIABILITY			60543978			12/31/2024		EACH OCCURRENCE		\$ 1,000,000						
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR								DAMAGE TO RENTED PREMISES (Ea occurrence)		\$ 500,000						
									MED EXP (Any one person)		\$ 5,000						
									PERSONAL & ADV INJURY		\$ 1,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER:								GENERAL AGGREGATE		\$ 3,000,000						
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC								PRODUCTS - COMP/OP AGG		\$ 2,000,000						
	OTHER:								\$		\$						
B	AUTOMOBILE LIABILITY			60543978			12/31/2024		COMBINED SINGLE LIMIT (Ea accident)		\$ 1,000,000						
	ANY AUTO								BODILY INJURY (Per person)		\$						
	OWNED AUTOS ONLY								BODILY INJURY (Per accident)		\$						
	HIRED AUTOS ONLY								PROPERTY DAMAGE (Per accident)		\$						
											\$						
B	UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR		60543978			12/31/2024		EACH OCCURRENCE		\$ 10,000,000					
	EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE							AGGREGATE		\$ 10,000,000					
												\$					
	DED <input type="checkbox"/> RETENTION \$																
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC100-0001565-2024A			12/31/2024		12/31/2025		PER STATUTE	OTHER					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)									E.L. EACH ACCIDENT		\$ 500,000					
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE		\$ 500,000					
										E.L. DISEASE - POLICY LIMIT		\$ 500,000					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DESCRIPTION OF OPERATIONS/

Coverage includes \$170,000.00 of plumbing and piping materials stored at the insured's premises.

CERTIFICATE HOLDER

Bill Bruce Builders Inc
900 E Franklin St
Eldridge IA 52748

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



City of Monticello, Iowa

RESOLUTION #

Approving Pay Request #19 to Bill Bruce Builders, Inc., Re: Wastewater Treatment Plant Improvement Project in the amount of \$562,368.38

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 nineteenth pay request in the amount of \$562,368.38, 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 nineteenth pay request from Bill Bruce Builders, Inc., in the amount of \$562,368.38, same reflecting the maintenance of a 5% retainer in the cumulative total amount of \$838,644.95 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 15th day of December 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 12/10/2025
Preparer: Russell Farnum



Agenda Item: # 7
Agenda Date: 12/15/2025

Communication Page

Agenda Items Description: Resolution setting the date for public hearing on proposal to enter into a General Obligation Sewer Equipment Acquisition Loan/Lease-Purchase Agreement and to borrow money thereunder

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

Attachments & Enclosures:

Resolution

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: In order to finance and purchase a sewer jet truck, a public hearing must be set, and held, by the Council.

Based upon Council direction from prior discussions, Jim has obtained pricing for new jet trucks from 2 manufacturers, a “new demonstrator” jet truck, and a couple of used trucks.

The lease/purchase agreements offered are in the 7 to 7.5% interest rate range and include high fees. Local banks have quoted us 4.5% and 4.75% interest rates depending upon the decided purchase price and terms.

Bond Counsel is preparing the options for Council consideration at the January 5 meeting, and all that is requested at this time is to formally set a public hearing for that date.

Staff Recommendation:

Approval is recommended.

MINUTES TO SET DATE FOR HEARING
ON ENTERING INTO A LOAN/LEASE
PURCHASE AGREEMENT

435926-NEW

Monticello, Iowa

December 15, 2025

The City Council of the City of Monticello, Iowa, met on December 15, 2025, at 6:00 o'clock p.m., at the Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa. 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.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk

RESOLUTION NO. _____

Resolution setting the date for public hearing on proposal to enter into a General Obligation Sewer Equipment Acquisition Loan/Lease-Purchase Agreement and to borrow money thereunder

WHEREAS, the City of Monticello (the "City"), in Jones County, State of Iowa, pursuant to the provisions of Section 384.24A or Section 364.4 of the Code of Iowa, proposes to enter into a General Obligation Sewer Equipment Acquisition Loan/Lease-Purchase Agreement (the "Financing Agreement") and to borrow money thereunder in a principal amount not to exceed \$650,000 for the purpose of paying the costs, to that extent, of acquiring a sewer jet/vac truck (the "Acquisition"), 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 Financing 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. This City Council shall meet on January 5, 2026, at the Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa, at 6:00 o'clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Financing Agreement described in the preamble hereof.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Financing 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 which has 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 FINANCING AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$650,000

(GENERAL OBLIGATION)

The City Council of the City of Monticello, Iowa (the "City"), will meet on January 5, 2026, at the Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa, at 6:00 o'clock p.m., for the purpose of instituting proceedings and taking action to enter into a financing agreement (the "Financing Agreement") in the form of either a loan agreement or a lease-purchase agreement and to borrow money thereunder in a principal amount not to exceed \$650,000 for the purpose of paying the costs, to that extent, of acquiring a sewer jet/vac truck.

The Financing Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A or Section 364.4 of the Code of Iowa, as applicable, 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 Financing Agreement will be \$33.19 however the City Council may determine for any fiscal year while the Financing Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Financing Agreement. After receiving objections, the City may determine to enter into the Financing 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 Acquisition which is reasonably estimated to cost approximately \$650,000, (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 Acquisition 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 adoption and approval, as provided by law.

Passed and approved December 15, 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF JONES
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/Lease-Purchase agreement, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2025.

Sally Hinrichsen, City Clerk

ORGANIZATION CERTIFICATE

STATE OF IOWA
COUNTY OF JONES SS:
CITY OF MONTICELLO

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:

Wayne Peach _____, Mayor

Russell Farnum _____, City Administrator

Scott Brighton _____, Council Member/Mayor Pro Tem

Josh Brenneman _____, Council Member

Jake Ellwood _____, Council Member

Dave Goedken _____, Council Member

Candy Langerman _____, Council Member

Mary Phelan _____, Council Member

WITNESS MY HAND this _____ day of _____, 2025.

Sally Hinrichsen, 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
COUNTY OF JONES SS:
CITY OF MONTICELLO

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 financing 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 _____, 2025.

Sally Hinrichsen, City Clerk

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

City Council Meeting
Prep. Date: 12/11/2025
Preparer: Jacob Oswald



Agenda Item: # 8
Agenda Date: 12/15/2025

Communication Page

Agenda Items Description: Resolution Approving Program Independent Contractor Agreement

Type of Action Requested: Motion

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis:

The Parks and Recreation Department is requesting approval of an Independent Program Contractor Agreement that involves hiring an individual to conduct a music program for children ages 2-4. The contractor will manage all aspects of the program, retain 80% of registration revenue, and be responsible for acquiring necessary supplies and equipment.

Background Information:

The Parks and Recreation Department is seeking to enter into a contract with an individual to oversee and expand its programming by offering a music program for children 2-4.

Kindermusik is an engaging music and movement curricula tailored for small group learning (typically 5-7 children with a caregiver). When music and movement – multisensory learning at its best – are practiced together in a meaningful, encouraging way, whole-child development skyrockets. And when you can easily pass on activities to families, the possibilities are endless.

The contractor will serve as the sole instructor and will be expected to provide necessary program materials unless otherwise agreed upon. Collaboration and communication with Parks and Recreation staff will remain essential to ensure program alignment with department standards and community expectations.

Registration revenue for contracted program will be shared at an 80/20 split, with contractor receiving 80% of the revenue. Contractor is responsible for the purchase of any equipment or supplies needed for the program. City agrees to provide the space needed to adequately serve the program.

Staff Recommendation:

To approve the contract as written.

City of Monticello, Iowa

RESOLUTION #

Approving Program Independent Contractor Agreement

WHEREAS, the City of Monticello Parks and Recreation Department is seeking approval of a Program Independent Contractor Agreement that involves hiring an individual to oversee the *Kindermusik* program, focusing on environmental education and youth engagement, and

WHEREAS, the Parks and Recreation Department desires to hire a contractor will assume full responsibility for the program, including developing and delivering a high-quality curriculum, managing program logistics, and creating an engaging experience for participants. The registration revenue for the program will be split 80/20, with the contractor receiving 80% of the revenue. The contractor is also responsible for the purchase of any equipment or supplies needed for the program, and

WHEREAS, The City Council finds it to be in the City's best interest to approve the Program Independent Contractor Agreement that involves hiring an individual to oversee the *Kindermusik* program, focusing on environmental education and youth engagement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Program Independent Contractor Agreement and authorizes the Park and Recreation Department to hire contractor.

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 15th day of December, 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer



Program Independent Contractor Agreement

This agreement by and between Monticello Parks and Recreation (“City”) and _____ (“Contractor”).

A. PURPOSE

City and Contractor find it beneficial to contract with one another related to Classes/Programming to be offered by Contractor, using City facilities, by mutual agreement and understanding of the Parties as set forth herein.

B. INDEPENDENT CONTRACTOR NOT EMPLOYEE

Contractor understands that no withholdings for social security, medicare, federal or state income tax will be withheld from payments to Contractor by the City. Contractor understands that annual payments to the contractor from the City, if said payments exceed \$600 or IRS dictated amount (amount subject to change based on Internal Revenue Service guidance) will be reported to the Internal Revenue Service (IRS) by way of the appropriate 1099. It is the contractor's sole responsibility to satisfy any taxes due by the Contractor. City will make no payments to any employees or independent contractors of Contractor, such payments shall be the sole responsibility of Contractor. Contractor is not an employee of the City and no assistants, subcontractors, helpers or any other person in any way involved in Contractor's classes/programs will be a City Employee.

W-9/1099 Information on file

C. HOLD HARMLESS

Contractor shall indemnify, defend and hold harmless the City from and against any and all claims, demands, losses, damages, costs and expenses (including attorneys' fees and expenses at all levels) or death of or injury to any person or damage to any property whatsoever, including death or injury of Contractor or damage to Contractor property, arising out of the Contractor's negligent acts or omissions, or caused by Contractor or its agents, employees or invitees, unless proximately caused by the negligence of City. City shall not be liable to Contractor for any damage by or from any act or negligence of any co-tenant or other occupant of City property during the use of said City property for purposes of programming and services by Contractor, absent negligence related thereto by City. Contractors agrees to pay for all damage to the City property, if damaged during the course of Contractor programming and services, as well as all damage to any other person or entity caused by misuse or neglect of City property, its apparatus or appurtenances or common areas, by Contractor, Contractor's employees or independent contractors,

program participants, agents and invitees. The provisions of this **Paragraph** shall survive the termination of this Agreement.

D. BACKGROUND CHECK

Contractor authorizes the City to conduct, and all previous employers to conduct or participate, in a Background Check and agrees to sign an appropriate release with the City to permit such background check. The background check may include an investigation into your personal background, work history, educational credentials and police record, so as to determine your fitness to perform as outlined herein. Decisions regarding your fitness will lie in the sole discretion of the City and shall not be subject to challenge by Contractor.

E.

City shall carry comprehensive general liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence to provide protection against liability arising out of bodily injury and/or property damage that is the result of contractor's negligent or intentional acts. In the event the City of Monticello is required to defend Contractor, itself, or others associated with Contractor or City, based upon claims of negligence or intentional acts of Contractor or others performing services by or under Contractor, not including the City, City staff, City officials, or others not performing services or under contract with Contractor, where Contractor, or others under Contractor are found liable for damages to claimant, Contractor agrees to reimburse the City for any out of pocket deductible paid by City to defend the suit or to pay damages based upon the claim.. City will not provide Workers' Compensation insurance for Contractor or any other person that may be entitled to Workers' Compensation coverage based upon said person's relationship with Contractor. Contractor agrees to provide Workers' Compensation coverage if and when required. If Contractor fails to provide Workers' Compensation coverage to any person and it is later determined that said person was injured and entitled to coverage under Iowa Workers' Compensation laws and City is in any way found liable for expenses, damages, penalties, or other costs or expenses related thereto, Contractor agrees to fully indemnify and hold the City harmless, agreeing to reimburse the City for any and all such costs and expenses.

F. MISCELLANEOUS PROVISIONS

1. Contractor agrees to work with the City Recreation Coordinator regarding class description, location, time of programming, based on location availability, minimum number of registrants necessary to hold the Class, potential combining of classes to reach the required minimum number of registrants, and a price/fee structure for the programming.
2. Contractor is strongly encouraged to participate in seasonal promotional events sponsored by City Parks and Recreation to promote and facilitate growth in Contractor's programming and services, i.e. "Class or Classes" ..
3. If any scheduled Class is offered for registration and fails to receive a previously agreed upon minimum number of registrations, the Class will be cancelled and any sums paid

by registrants will be refunded in full. If the same Class is offered for registration a second time, without receiving the minimum number of registrations, that Class will be cancelled, and not put out for registration in the future absent agreement of Contractor and City Recreation Coordinator that circumstances have changed which warrant a renewed attempt to garner the agreed upon minimum number of registrants.

4. Monticello Parks and Recreation reserves the right to make changes concerning dates, times, location, etc., of any Class(es) Monticello Parks and Recreation reserves the right to terminate this agreement if the required minimum enrollment is not achieved and maintained.
5. Contractor will teach and supervise all scheduled classes.
6. Contractor is responsible for preparing the curriculum, leading courses, setting up class space, preparing and, when applicable, returning supplies, equipment, and locking and unlocking facility.
7. Contractor acknowledges its responsibility to arrive at the appropriate facility so as to be set up and ready for the scheduled Class/Program prior to the scheduled start time of the Class/Program. (Set-up and opening of the building (if applicable), gathering and placing equipment where and as needed.)
8. Contractor will maintain accurate attendance records, and secure the facility and any equipment upon completion of Class/Program when appropriate.
9. Contractor will report damage and/or injuries as soon as possible to the City Park and Recreation Director or City Recreation Supervisor and will take immediate steps to document any damage and/or injuries, to collect witness statements, audio or video statements where appropriate, and to otherwise record the event and collect steps to photograph any and ensure that the facility is left in the condition it was found.
10. Contractor shall be solely responsible for organizing, preparing, and instructing/teaching/presenting to registrants. Contractor agrees to submit Class/Program curriculum and/or lesson plans, when appropriate, to City upon request.
11. Contractor will provide all necessary supplies unless otherwise agreed upon by City and Contractor.
12. Any assistants, subcontractors, or others providing assistance to Contractor must execute a signed waiver agreeing to a background check, and clear said background check in advance of any participation in the Class/Program.
13. Contractor shall, generally speaking, fulfill any and all other duties and responsibilities pertaining to class/program instruction.

14. Contractor will not allow anyone to participate in any class/programming until that person is fully enrolled in the Program.
15. This contract may be terminated by the City at any time, with or without cause. Upon termination, contractor shall only receive compensation proportionate to completed services rendered under said contract, which may require pro-ration.
16. Contractor agrees to follow all policies, procedures, and laws applicable to City employees, including but not limited to harassment/sexual harassment policies, smoking policy and law. While Contractor is NOT AN EMPLOYEE, a copy of the City employee handbook will be provided to Contractor who agrees to abide by all policies set forth therein but for those that can only be interpreted as being applicable to employees, and Contractor further agrees to ensure that all agents, assigns, and/or subcontractors of Contractors are also aware of their responsibility to follow said applicable policies, procedures, and laws. Smoking on City Property, including Parks, is strictly prohibited by Iowa law.
17. Force Majeure: Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, inclement weather, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil unrest, strikes, lockouts or other labor disturbances, omissions or delays in acting by any governmental authority or the other party. Notwithstanding the foregoing, in the event of such an occurrence, each party agrees to make a good faith effort to perform its obligations hereunder.
18. City reserves the right to cancel or modify a program due to low registrations or for other unforeseen circumstances. If a program meeting(s) is missed due to reasons beyond the control of the City the program meeting may or may not be rescheduled. Reasonable attempts to reschedule will be made prior to cancellation. If a scheduled class/program is cancelled by City the Contractor will not receive compensation for that Class or series of classes and students will receive a refund unless the class/program is rescheduled. A request for cancellation of a Class prior to the commencement of any class, or classes if the class is set up as a series of classes, must be made to the City by contacting the Park and Recreation Director or Recreation Coordinator prior to the commencement of the Class or series of Classes. Requests for cancellation/withdrawal by the Contractor after usage of facility or Cancellation by the Contractor after any Class has commenced, or series of Classes have commenced, may or may not be honored, and may result in forfeiture of all contractual compensation payments for the agreed upon cancelled Class or series of Classes.

G. Administrative Provisions.

1. Each party represents to the other that the party has full power and authority to enter into this Agreement and that this Agreement is a binding Agreement duly authorized by the governing body of each party.
2. This Agreement represents the entire agreement between the parties and may not be amended or assigned without the express permission of the other party.
3. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
4. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa, and for all purposes shall be governed by and construed in accordance with the laws of the State of Iowa. Exclusive venue in any legal proceeding related to or arising out of this Agreement shall be the District Court in and for Jones County, Iowa.
5. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the Term hereof, then it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of both parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there shall be added as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable. The inadvertent failure to attach any exhibit (or schedule or addendum) described in this Agreement to the fully executed version hereof shall not render this Agreement invalid, incomplete, or ineffective in any way. Upon notice from one party to the other, City and Contractor shall cooperate in good faith to provide any missing information regarding such missing exhibit, and shall both append the missing exhibit to their respective fully executed original of the Agreement.
6. Unless otherwise set forth in this Agreement, any notice, demand, or request to be given under this Agreement (i) may be given by either party or its attorney or agent, (ii) shall be in writing, and (iii) shall be deemed to have been properly given (a) on the date delivered personally (including by courier), (b) one (1) business day following deposit with a nationally recognized overnight delivery service, (c) three (3) business days following deposit with the United States Postal Service (designated certified mail, return receipt requested, bearing adequate postage and addressed as designated below the signature lines of the Agreement), or (d) upon refusal of delivery by the recipient. Contractor and City address for notices may be changed by ten (10) days prior written notice from time to time. The foregoing notice provisions shall in no way prohibit notices from being given as provided by statute or in the Iowa Rules or Civil Procedure, as the same may be amended from time to time.

7. No failure of either party to enforce any term hereof shall be deemed to be a waiver. The failure of either party to insist at any time upon the strict performance of any covenant or agreement contained herein or to exercise any option, right, power, or remedy contained in this Agreement shall not be construed as a waiver or a relinquishment thereof for the future.
8. Each party to this Agreement has had an opportunity to review this Agreement with their own independent legal counsel prior to executing this Agreement. Accordingly, each party to this Agreement executes this Agreement solely upon the reliance and advice of their own independent legal counsel and has not relied upon any conversation, writing, remark or silence of any other party or legal counsel acting on behalf of any other party hereto.
9. This Agreement shall be construed and enforced according to the laws of the State of Iowa. Each of the parties hereto has independently had the opportunity to fully negotiate the terms hereof and modify the draftsmanship of this Agreement. The terms of this Agreement shall be construed and interpreted without any presumption, inference or rule of law requiring the construction or interpretation of any provision of this Agreement against the interest of the party causing this Agreement to be drafted.

H. Payment Information.

Compensation for services shall be based on:

Per Hour/Match Rate: \$ _____

(MUST SUBMIT AN INVOICE/TIME SHEET FOR AMOUNT DUE)

Flat Fee \$ _____

Percentage Split: 80 % Contractor / 20 % Monticello Parks and Recreation

PAYMENT AMOUNT WILL BE BASED UPON ABOVE PERCENTAGE
SPLIT OF NET REVENUE RECEIVED THROUGH PARTICIPANT
REGISTRATIONS

**CONTRACTOR SHALL BE PAID IN FULL WITHIN 30 DAYS UPON COMPLETION
OF SCHEDULED SERVICES/PROGRAMS. CONTRACTOR WILL RECEIVE A 1099
AT THE END OF EACH CALENDAR YEAR IN COMPLIANCE WITH IRS
REGULATIONS**

Contractor has read and understands all of the terms and provisions set forth within the above and foregoing Program Independent Contractor Agreement and agrees to be bound by them

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below, and same shall be effective as of the date of the last signature below.

Independent Contractor Signature: _____ Date: _____

Print: _____

Address and Phone Number: _____

Park and Recreation Director Signature: _____ Date: _____

Print: _____

Address and Phone Number: _____

Jake Ellwood
740 West 6th Street
Monticello, IA 52310
mrellwood15@gmail.com

11/17/2025

To:

Sally Hinrichsen, City Clerk
Russ Farnum, City Administrator
Monticello City Hall
200 E. First Street
Monticello, IA 52310

Subject: Resignation from Monticello City Council

Dear Ms. Hinrichsen, Mr. Farnum and Members of the City Council,

Please accept this letter as my formal resignation from the Monticello City Council, effective 12/31/2025.

It has been an honor and privilege to serve the residents of Monticello as a council member. I'm excited to continue working with each of you—this time from a different seat—to keep making Monticello the best it can be.

As I prepare to assume the responsibilities of Mayor, I remain committed to fostering collaboration, transparency, and progress for Monticello. I look forward to continuing to work with this council and city staff to ensure a smooth transition and to keep Monticello moving forward.

Thank you for your support, cooperation, and dedication to our city. It has been a pleasure to serve with you.

With appreciation,



Jake Ellwood
Council Member, City of Monticello, Iowa

City of Monticello, Iowa

RESOLUTION

Publishing notice of intent to appoint to fill vacant At-Large City Council Seat at the January 5, 2026 Council meeting, and directing the City Clerk to publish notice of said intent as required by law

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

WHEREAS, Councilman Jake Ellwood has resigned from his At-Large Council position effective December 31, 2025, and

WHEREAS, The City Council finds it appropriate to appoint an interested citizen to fill said seat, and intends to make that appointment at the regular Council meeting scheduled for January 5, 2026, and

WHEREAS, That the Council finds that the scheduling and holding of a special election would not be a wise use of taxpayer funds, and

WHEREAS, The following notice shall be published in the Monticello Express as required by law:

Monticello City Council At-Large Vacancy

Pursuant to Iowa Code section 372.13 (2) a. the Monticello City Council hereby publishes notice of its intent to fill the Council At Large vacancy by appointment at its (date) meeting at (time). Pursuant to the referenced Iowa Code section the electors of the City of Monticello have the right to file a petition requesting the vacancy be filled by election. The petition must contain the signatures and addresses of at least 52 eligible electors of the City of Monticello, and be filed with the City Clerk no later than fourteen (14) days after the later of the publication date of this notice, or the date the appointment is made. Petitions may be delivered in person or mailed to the City Clerk's Office at 200 E. 1st Street, Monticello, Iowa. If such petition is filed as prescribed by Iowa law, a special election will be scheduled and the appointment shall be temporary until the results of the special election are canvassed, and the successful candidate is duly qualified.

**Sally Hinrichsen
City Clerk**

NOW THEREFORE, BE IT RESOLVED that this City Council of Monticello, Iowa does hereby notify the public of the intent of the Council to appoint an eligible candidate to fill the At-Large Council position on January 5, 2026 during their regular

City Council meeting and further directs the City Clerk to see to the publication of the required legal notice as previously set forth herein.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 15th day of December 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 12/11/2025
Preparer: Sally Hinrichsen



Agenda Item: # 12-21
Agenda Date: 12/15/2025

Communication Page

Agenda Items Description: Reports

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Reports / Potential Actions:

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

City Council Meeting
Prep. Date: 12/10/2025
Preparer: Russell Farnum



Agenda Item: # 22
Agenda Date: 12/15/2025

Communication Page

Agenda Items Description: Worksession on Property Maintenance and Enforcement Issues and Options

Type of Action Requested: Discussion and Direction

Attachments & Enclosures:

Memo from City Attorney Doug Herman

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: In the past few years Chief Britt Smith and the Police Department have been able to pick away at a number of problem properties to get results and see improvements to Monticello neighborhoods.

This is an arduous process that has focused upon a few of the “worst of the worst” properties. Chief is very patient with allowing owners to set their own compliance timeframes and make progress, but more can be done to get compliance in a timely manner, and make more dramatic improvements to our neighborhoods.

There were a few fires and some other issues in this past year that have highlighted the need to commit more resources to property maintenance, and maybe taking some more accelerated or coordinated action. We have also had complaints about some vacant properties that are causing problems, and may need action beyond just repairing broken windows.

There are several options to improve this including:

1. Consider adopting a standardized property maintenance ordinance;
2. Consider hiring ECICOG to provide property maintenance enforcement services;
3. Provide commitments to PD to back up more consistent enforcement;
4. Take further action on addressing or eliminating the “worst of the worst” properties, as outlined in the City Attorney’s letter.

Council discussion of ideas and/or concerns to move forward is desired.

Memorandum Re: Abandoned Properties

To: Mayor, City Council, and City Administrator

From: City Attorney Doug Herman

Date: December 3, 2025

Mayor and Council:

After speaking with Russ, we agreed that preceding our planned discussion with you at the December 15th City Council Meeting, that I would update and provide a memorandum regarding a number of options available for the City to deal with problem properties in the City, with some options resulting in the City taking title, and with others seeking to force compliance with applicable City and State code by the property owners.

Chapter 657A of the Iowa Code:

Chapter 657A of the Iowa Code provides for a legal process by which the City can obtain title to properties that fit the definition of "Abandoned". When considering what may be "Abandoned", by definition, the City needs to consider the following:

1. Whether any property taxes or special assessments on the property were delinquent at the time the Petition [with the District Court] was filed. ("Petition", referring to a Petition filed under Chapter 657A of the Code.)
2. Whether any utilities are currently being provided to the property.
3. Whether the building is unoccupied by the owner or lessees or licensees of the owner.
4. Whether the building meets the city's housing code as being fit for human habitation, occupancy, or use.
5. Whether the building meets the city's building code as being fit for occupancy or use. (A "Building Code" is not required, being out of compliance with other ordinances, such as Building Maintenance or Dangerous Building, are more than adequate.)
6. Whether the building is exposed to the elements such that deterioration of the building is occurring.
7. Whether the building is boarded up or otherwise secured from unauthorized entry.
8. Past efforts to rehabilitate the building and grounds.
9. Whether those claiming an interest in the property have, prior to the filing of the petition, demonstrated a good-faith effort to restore the property to productive use.
10. The presence of vermin, accumulation of debris, and uncut vegetation.
11. The effort expended by the petitioning city to maintain the building and grounds.

LYNCH DALLAS LEGAL

Memo. City of Monticello
657A and Code Enforcement

Page 2

December 12, 2025

12. Past and current compliance with orders of the local housing or building code official.
13. Any other evidence the court deems relevant.

The initial hurdle that must be crossed to proceed with a Petition under Chapter 657A, is evidence of “abandonment” for at least six consecutive months preceding filing of the Petition. If a property is occupied only by trespassers, it will under nearly all circumstances still meet the definition of “abandonment”.

The process would in some cases require an inspection of the property by a licensed inspector to identify its’ overall condition and whether it is fit for human habitation, whether interior deterioration from weather has occurred, etc. In some cases the exterior condition may provide enough evidence of deterioration to move forward.

Prior to filing a Petition, it is important to run a lien search to identify all of those with an interest that would require service of the Petition.

Timeframe:

Document Preparation and Background Work: 30-45 days (Less time if no inspection is required.)

Waiting Period: After the Petition is filed and service is complete the City can request a hearing after the passage of sixty (60) days.

Hearing Date: Very dependent upon Court Administration, usually within sixty (60) days.

Judgment: Depends on judge, evidence presented, etc. If straight forward case should be less than thirty (30) days.

If the Court finds that the property has been abandoned after consideration of the evidence the Court will award Title to the property to the City, free and clear of any claims, liens, or encumbrances held by the respondents. (Owner, Mortgagor, Holder, Lienholder, etc.)

Estimated Cost:

Every case is different, however, if the entire process proceeds through hearing the total cost to the City in Attorney Fees and Expenses could be \$2,500 to \$4,000.

If the property owner makes a good faith effort to comply with the directives of the City within the sixty (60) days after filing the Petition the City would not typically proceed with a request for a hearing.

Positive Results:

Either the City will obtain title to the property and can move forward with efforts to restore or renovate the property, demolish the property, sell the property as is without conditions, sell the property as is with conditions, etc.

Other Options if 657A Not Available:**Municipal Infractions:**

If the house is not abandoned or the City does not wish to take title for one reason or another, the owner has funds to demolish or renovate the home but is choosing not to do so, for example, the City is left with the Municipal Infraction route, seeking judgments, injunctions, Court ordered repairs, demolitions, etc.

Self-Help Abatement:

After appropriate notice and opportunity to be heard, the City can take steps to abate nuisances, dangerous buildings, and the like, thereafter, invoicing the owner, and if/when unpaid placing a lien on the property. (Sometimes we will request an Admin. Search Warrant before entering upon a property for purposes of a self-help abatement.)

Purchase Property at Tax Sale:

When properties are up for tax sale, that are nuisance properties, there are steps the City can oftentimes take to get priority to purchase the property during the tax sale.

Purchase Property from Tax Sale Cert. Holder:

If taxes have been sold and are held by a certificate holder, the City may be able to purchase the certificate from the holder, sometimes for less than they are owed if they understand that the Property in question is not desirable, and not one they will want to own if/when the tax sale certificate is not redeemed.

The City can also take steps to purchase properties at tax sale.

Negotiated Purchase with Property Owner:

Depending on the circumstances, the City may choose to negotiate a deal with the property owner to acquire the property voluntarily. In many cases, such a purchase comes after filing a Municipal Infraction Citation, where the owner learns that they could be subject to significant penalties and Court ordered repairs/renovations to the property. When negotiating the acquisition it is always important to understand whether there are any liens on the property, as if the owner voluntarily deeds the property to the City, the City will be taking the property subject to all of said liens. (In a case where the owner wants to gift a property to the City, which is subject to liens, the answer is usually to proceed with what I will refer to as a 'friendly' 657A action, where the owner consents to entry of the 657A, as the 657A action will wipe out lien holders. While lien holders can step in and take title, I have not seen that happen, as when lienholders understand what will be expected of them if they take title, they choose to not take title.

LYNCH DALLAS LEGAL

Memo. City of Monticello
657A and Code Enforcement

Page 4

December 12, 2025

I look forward to meeting with you and discussing this matter further at your meeting of December 15, 2025.

Sincerely yours,
Douglas D. Herman
Douglas D. Herman
LYNCH DALLAS LEGAL

CHAPTER 50

NUISANCE ABATEMENT PROCEDURE

50.01 Definitions
50.02 Nuisances Enumerated
50.03 Other Conditions
50.04 Nuisances Prohibited

50.05 Nuisance Abatement
50.06 Abatement of Nuisance by Written Notice
50.07 Municipal Infraction Abatement
Procedure

50.01 DEFINITIONS.

The following terms are defined for use in this chapter.

(Code of Iowa, Sec. 657.1)

1. "Front yard area" means all that area between the front property line and a line drawn along the front face or faces of the principal structure on the property and extended to the side property lines.
2. "Nuisance" means whatever is injurious to health, indecent, or unreasonably offensive to the senses, or an obstruction to the free use of property so as essentially to interfere unreasonably with the comfortable enjoyment of life or property.
3. "Outside" means to be outside of an enclosed storage facility and visible from any other property, including public right-of-way.
4. "Side yard corner lots" means the yard area adjacent to the street right-of-way on a corner lot extending from the nearest point of the principal building.

(Subsection 4 – Ord. 758 – Oct. 23 Supp.)

5. "Weeds" means noxious or otherwise, untended vines, brush and scrub bushes, grass and other similar vegetation.

50.02 NUISANCES ENUMERATED.

The following subsections include, but do not limit, the conditions that are deemed to be nuisances in the City:

(Code of Iowa, Sec. 657.2)

1. Offensive Smells. Erecting, continuing, or using any building or other place for the exercise of any trade, employment, or manufacture that, by occasioning noxious exhalations, unreasonably offensive smells, or other annoyances, becomes injurious and dangerous to the health, comfort, or property of individuals or the public.
2. Filth or Noisome Substance. Causing or suffering any offal, filth, or noisome substance to be collected or to remain in any place to the prejudice of others.
3. Impeding Passage of Navigable River. Obstructing or impeding without legal authority the passage of any navigable river, harbor, or collection of water.
4. Water Pollution. Corrupting or rendering unwholesome or impure the water of any river, stream, or pond, or unlawfully diverting the same from its natural course or state, to the injury or prejudice of others.
5. Blocking Public and Private Ways. Obstructing or encumbering, by fences, buildings or otherwise, the public roads, private ways, streets, alleys, commons, landing places, or burying grounds.
6. Billboards. Billboards, signboards, and advertising signs, whether erected and constructed on public or private property, that so obstruct and impair the view of any portion or part of a public street, avenue, highway, boulevard or alley or of a railroad or street railway track as to render dangerous the use thereof. (See also Section 62.06)
7. Storing of Flammable Junk. Depositing or storing of flammable junk, such as old rags, rope, cordage, rubber, bones and paper, by dealers in such articles within the fire limits of the City, unless in a building of fireproof construction. (See also Chapter 51)
8. Air Pollution. Emission of dense smoke, noxious fumes, or fly ash.
9. Weeds, Brush. Dense growth of all weeds, vines, brush, or other vegetation in the City so as to constitute a health, safety, or fire hazard. (See also Chapter 52)
10. Dutch Elm Disease. Trees infected with Dutch elm disease. (See also Chapter 151)
11. Airport Air Space. Any object or structure hereafter erected within 1,000 feet of the limits of any municipal or regularly established airport or landing place, which may endanger or obstruct aerial navigation including take-off and landing, unless such object or structure constitutes a proper use or enjoyment of the land on which the same is located.
12. Houses of Ill Fame. Houses of ill fame, kept for the purpose of prostitution and lewdness; gambling houses; places resorted to by persons participating in criminal gang activity prohibited by Chapter 723A of the Code of Iowa or places

resorted to by persons using controlled substances, as defined in Section 124.101 of the Code of Iowa, in violation of law, or houses where drunkenness, quarreling, fighting or breaches of the peace are carried on or permitted to the disturbance of others.

13. Obstructions of View. All trees, hedges, signage or other obstructions, whether natural or manmade, which prevent persons from having a clear view of all traffic approaching an intersection as defined in Section 321.1, Code of Iowa, or any successor provision thereto, and all trees, hedges, signage or other obstructions located on City right-of-way, whether natural or manmade, which prevent persons using a private driveway or street from having a clear view of all traffic approaching on any public street, highway, alley or roadway.

14. Old Machinery; Junk. The piling, storage or keeping of old machinery, junk, furniture, household furnishings or appliances or component parts thereof or other debris within the City.

15. Throwing or Placing Items on Public Rights-of-Way. The placing or throwing on any street, alley, road, highway, sidewalk or other public property of any glass, tacks, nails, bottles or any substances which may injure any person or animal or damage any pneumatic tire when passing over the same.

16. Garbage; Trash. The depositing of, maintaining, permitting, or failing to remove garbage, trash, rubbish, bottles, cans or other refuse on any property within the City, including large quantities of organic debris and materials, which accumulated by other than natural means, except neatly maintained compost piles.

17. Lumber; Occupational Materials. The outside storage of pipes, lumber, forms, machinery or other occupational materials upon property in the front yard or side yard corner lot or visible from a public street in a residential district.

18. Property Not Seeded or Sodded. Property in a residential district not seeded, sodded, or otherwise planted with a ground cover more than 180 days after any disturbance in the front yard, rear yard, or side yard of the property caused by construction, grading, or other activity, excluding gardens; or at any time prior to the 180 days if the property is causing erosion or drainage problems on the same or nearby properties, including public streets.

19. Wood Piles. The accumulation of any piles of wood which are not neatly stacked, or secured in a stable manner to avoid collapse.

20. Exterior of Residential Structures. Any structure, or portion thereof, in a residential district whose exterior is not completed in accordance with City-approved construction plans within 360 days after construction commences.

21. Construction Materials. Any construction materials, including piles of dirt, sand and sod, left in the open on property or street right-of-way more than 60 days after construction has been completed or a certificate of occupancy has been issued, whichever occurred first.

22. Mail and Newsprint Receptacles. The placement of mailboxes and other newsprint receptacles on public right-of-way, except those which are in compliance with United States Postal Service requirements for location and type and on a common post. See Section 69.03(3) for prohibited parking.

23. Outside Parking and Storage. The outside parking and storage on property used for residential purposes and/or residentially zoned property of large numbers of vehicles, watercraft, trailers, materials, supplies or equipment not customarily used for residential purposes in violation of the requirements set forth below is declared to be a public nuisance because it: (i) obstructs views on streets and private property; (ii) creates cluttered and otherwise unsightly areas; (iii) prevents full use of residential streets for residential parking; (iv) decreases adjoining landowners and occupants enjoyment of their property and neighborhood; and (v) otherwise adversely affects property values and neighborhood patterns. See 69.19(2) for Outside Parking and Storage.

24. Outdoor Storage of Other Items. The outdoor storage for a continuous period in excess of 72 hours of the following items when not normally required in the otherwise lawful day-to-day use of the premises where located:

- A. Building or construction materials.
- B. Abandoned or inoperable vehicles.
- C. Vehicles without current registration.
- D. Auto parts.
- E. Vehicle tires (with or without rims).
- F. Packing boxes.
- G. Pallets.
- H. Furniture not designed for outdoor use.

I. Household furnishings or equipment not designed for outdoor use, including carpeting, appliances and other typical household items.

J. Any other item, other than customary lawn ornaments, outdoor recreational equipment and landscaping items, not normally required in the otherwise lawful day-to-day use of the premises where located.

50.03 OTHER CONDITIONS.

The following chapters of this Code of Ordinances contain regulations prohibiting or restricting other conditions that are deemed to be nuisances:

1. Junk and Junk Vehicles (See Chapter 51)
2. Weeds (See Chapter 52)
3. Noise Control (See Chapter 53)
4. Outside Parking and Storage (Section 69.19)
5. Dangerous Buildings (See Chapter 145)
6. Storage and Disposal of Solid Waste (See Chapter 105)
7. Trees (See Chapter 151)
8. Property Maintenance (See Chapter 153)

50.04 NUISANCES PROHIBITED.

The creation or maintenance of a nuisance is prohibited, and a nuisance, public or private, may be abated in the manner provided for in this chapter or State law.

(Code of Iowa, Sec. 657.3)

50.05 NUISANCE ABATEMENT.

1. Whenever any authorized municipal officer finds that a nuisance exists, such officer has the authority to determine on a case-by-case basis whether to utilize the nuisance abatement procedure described in Section 50.06 of this chapter or the municipal infraction procedure referred to in Section 50.07.

(Code of Iowa, Sec. 364.12[3h])

2. Priority Enforcement. The City Administrator or designee shall have the authority to establish priorities for the abatement of nuisance violations and implement appropriate procedures to abate each category of violations so established.

3. Right of Entry. The City Administrator shall have the right to enter upon any property at any reasonable time for the purpose of carrying out the Administrator's duties in the enforcement of abatement violations. In the event that the owner of the property located within the City refuses to permit entry to the City Administrator or the designee, the City Administrator may seek an entry warrant from the district court. Any entry warrant issued shall command such owner or occupant to permit entry to the City Administrator or the designee.

4. Remedies. The City Administrator shall have, but not by way of limitation, the following remedies available with respect to the abatement of nuisance violations:

A. No Action. After careful consideration of the facts and circumstances the Administrator may authorize no action to be taken on a complaint of an alleged nuisance violation.

B. Notice to Abate. If upon investigation of an alleged nuisance the Administrator has reason to believe that a nuisance exists, the Administrator shall issue the violator a Notice to Abate. The Notice to Abate shall allow the violator a specified period of time to abate the nuisance without penalty.

50.06 ABATEMENT OF NUISANCE BY WRITTEN NOTICE.

Any nuisance, public or private, may be abated in the manner provided for in this section:

(Code of Iowa, Sec. 364.12[3h])

1. Contents of Notice to Property Owner. The notice to abate shall contain: ⁺

- A. Description of Nuisance. A description of what constitutes the nuisance.
- B. Location of Nuisance. The location of the nuisance.
- C. Acts Necessary to Abate. A statement of the act or acts necessary to abate the nuisance.
- D. Reasonable Time. A reasonable time within which to complete the abatement.

E. Assessment of City Costs. A statement that if the nuisance or condition is not abated as directed and no request for hearing is made within the time prescribed, the City will abate it and assess the costs against the property owner.

2. Method of Service. The notice may be in the form of an ordinance or sent by certified mail to the property owner.

(Code of Iowa, Sec. 364.12[3h])

3. Request for Hearing. Any person ordered to abate a nuisance may have a hearing with the Council as to whether a nuisance exists. A request for a hearing must be made in writing and delivered to the Clerk within the time stated in the notice, or it will be conclusively presumed that a nuisance exists and it must be abated as ordered. The hearing will be before the Council at a time and place fixed by the Council. The findings of the Council shall be conclusive and, if a nuisance is found to exist, it shall be ordered abated within a reasonable time under the circumstances.

4. **Abatement in Emergency.** If it is determined that an emergency exists by reason of the continuing maintenance of the nuisance or condition, the City may perform any action that may be required under this chapter without prior notice. The City shall assess the costs as provided in Subsection 6 of this section after notice to the property owner under the applicable provisions of Subsections 1 and 2, and the hearing as provided in Subsection 3.

(Code of Iowa, Sec. 364.12[3h])

5. **Abatement by City.** If the person notified to abate a nuisance or condition neglects or fails to abate as directed, the City may perform the required action to abate, keeping an accurate account of the expense incurred. The itemized expense account shall be filed with the Clerk, who shall pay such expenses on behalf of the City.

(Code of Iowa, Sec. 364.12[3h])

6. **Collection of Costs.** The Clerk shall send a statement of the total expense incurred by certified mail to the property owner who has failed to abide by the notice to abate, and if the amount shown by the statement has not been paid within one month, the Clerk shall certify the costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

(Code of Iowa, Sec. 364.12[3h])

7. **Installment Payment of Cost of Abatement.** If the amount expended to abate the nuisance or condition exceeds \$500.00, the City may permit the assessment to be paid in up to 10 annual installments, to be paid in the same manner and with the same interest rates provided for assessments against benefited property under State law.

(Code of Iowa, Sec. 364.13)

8. **Failure to Abate.** Any person causing or maintaining a nuisance who shall fail or refuse to abate or remove the same within the reasonable time required and specified in the notice to abate is in violation of this Code of Ordinances.

Notes

† EDITOR'S NOTE: A suggested form of notice for the abatement of nuisances is included in the Appendix of this Code of Ordinances. Caution is urged in the use of this administrative abatement procedure, particularly where cost of abatement is more than minimal or where there is doubt as to whether or not a nuisance does in fact exist. If compliance is not secured following notice and hearings, we recommend you review the situation with your attorney before proceeding with abatement and assessment of costs. Your attorney may recommend proceedings in court under Chapter 657 of the Code of Iowa rather than this procedure.

50.07 MUNICIPAL INFRACTION ABATEMENT PROCEDURE.

In lieu of the abatement procedures set forth in Section 50.06, the requirements of this chapter may be enforced under the procedures applicable to municipal infractions as set forth in Chapter 4 of this Code of Ordinances.

CHAPTER 153

PROPERTY MAINTENANCE

153.01 Purpose	153.05 Nuisances
153.02 Definitions	153.06 Notice to Abate
153.03 Authority for Enforcement	153.07 Emergency Abatement Measures
153.04 Interference with Property Maintenance Official	

153.01 PURPOSE.

The purpose of this chapter is to designate the responsibilities of persons for maintenance of structures, equipment and exterior property within the City, to define nuisances as a result of the failure to perform such maintenance and to provide for the abatement of such nuisances in order to provide for the safety and preserve the health and welfare of the citizens of the City.

153.02 DEFINITIONS.

For the purpose of this chapter, the following terms are defined:

1. "Blighted area" is defined as set forth in Section 403.17 of the Code of Iowa.
2. "Vermin" means any of various insects, bugs or small animals regarded as objectionable because they are destructive, disease carrying, etc.

153.03 AUTHORITY FOR ENFORCEMENT.

The City Administrator shall be responsible for the enforcement of this chapter and shall have all the necessary authority to carry out such enforcement. Any person designated by the City Administrator to enforce this chapter shall be known as the Property Maintenance Official.

153.04 INTERFERENCE WITH THE PROPERTY MAINTENANCE OFFICIAL.

No person shall interfere with the Property Maintenance Official while engaged in the enforcement of this chapter.

153.05 NUISANCES.

A failure to satisfy any of the following provisions shall constitute a nuisance:

1. General. All structures, equipment and exterior property, whether occupied or vacant, shall be maintained in good repair, structurally sound and sanitary condition as provided herein so as not to cause or contribute to the creation of a blighted area or adversely affect the public health or safety.
2. Rodent and Vermin Harborage. All structures, equipment and exterior property shall be kept free from rodent and vermin harborage and infestation. Where rodents and vermin are found, they shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent and vermin harborage and prevent re-infestation.
3. Accessory Structures. All accessory structures, including detached garages, fences, and walls shall be maintained structurally sound and in good repair.
4. Protective Treatment. All exterior surfaces, including (but not limited to) doors, door and window frames, cornices, porches and trim, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and watertight.
5. Foundation Walls. All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and vermin.
6. Exterior Walls. All exterior walls shall be maintained plumb; free from cracks, holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.
7. Roofs and Drainage. All roofs and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair, with proper anchorage and free from obstructions.
8. Stairways, Decks, Porches and Balconies. Every exterior stairway, deck, porch, and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.
9. Chimneys and Towers. All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.
10. Handrails and Guards. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed

loads and shall be maintained in good condition.

11. Basement Hatchways. Every basement hatchway shall be maintained to prevent entrance of rodents, vermin, and rain and surface drainage water.

153.06 NOTICE TO ABATE.

Upon discovery of any violation of Section 153.05, the City shall within five days initiate abatement procedures as outlined in Chapter 50 of this Code of Ordinances.

153.07 EMERGENCY ABATEMENT MEASURES.

Notwithstanding any other provisions of this chapter, whenever in the judgment of the Property Maintenance Official any nuisance is an immediate and imminent threat to life and property, the Property Maintenance Official may, with or without prior notice as required within, order the nuisance abated and costs assessed against the property for collection in the same manner as a property tax. However, prior to such assessment, the City shall give the property owner notice as provided by the Code of Iowa and this Code of Ordinances.