

City of Monticello, Iowa

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Monticello City Council Meeting February 16, 2026 at 6:00 p.m.
Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa

Mayor: Jake Ellwood
City Council:
At Large: Josh Brenneman
At Large: Scott Brighton
At Large: Ben Duehr
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	February	2, 2026
Approval of Council Work Session Minutes	February	9, 2026
Approval of Payroll	February	5, 2026
Approval of Bill List		
Approval of Kyle Stadtmueller to the Soldiers Memorial Board		
Approval of Dean Martin to the Park & Rec Board		

Public Hearings:

1. **Public Hearing** on the addition of the Minntex Expansion as project in the Urban Renewal Plan

2. **Resolution** Approving Amendment to Urban Renewal Plan to include Development Agreement and Economic Incentives to Robert E. Johnson (Minntex/Eastern Iowa Indoor Sports Facility)
3. **Public Hearing** on Minntex Development Agreement
4. **Resolution** Approving the Final Development Agreement between City of Monticello and Robert E. Johnson Related to the Expansion of Minntex/Eastern Iowa Sports facility

Resolutions:

5. **Resolution** Approving Pay Request #21 to Bill Bruce Builders, Inc., Re: Wastewater Treatment Plant Improvement Project in the amount of \$148,049.49
6. **Resolution** Approving Pay Request #6 to Roger Stephen, Re: Stephen Addition Trunk Sewer Project in the amount of \$28,407.38
7. **Resolution** Approving Program Independent Contractor Agreement
8. **Resolution** authorizing and approving a Loan Agreement, providing for the issuance of \$520,000 General Obligation Sewer Equipment Loan, Series 2026A and providing for the levy of taxes to pay the same
9. **Resolution** Accepting a canine donated by Dogs for Law Enforcement (DLE) and approving a purchase agreement with Tree Town Consultants LLC (AKA Tree Town Kennels LLC) for the training of a police canine
10. **Resolution** Scheduling Public Hearing on City of Monticello Fiscal Year 2025/2026 budget amendment #1 for March 2, 2026 at 6:00 p.m.

Discussion and Possible Motions:

11. **Discussion and Possible Motion** to support the receipt and placement of a harm reduction vending machine
12. **Discussion and Possible Motion** on a Request by Outlaw Entertainment to waive Community Center fee for free family event on March 14

Reports / Potential Actions:

13. Mayor
14. City Engineer

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

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

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

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

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

Topic: February 16, 2026 Council Meeting

Time: Feb 16, 2026 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88534905459>

Meeting ID: 885 3490 5459

One tap mobile

+13126266799,,88534905459# US (Chicago)

+16465588656,,88534905459# US (New York)

Join instructions

<https://us02web.zoom.us/meetings/88534905459/invitations?signature=zDTMQ4s7u0kOHWk8bnkUeu-f8-DVFKEUgRV1xzhdw88>

“This employer is an equal opportunity provider & employer”

Regular Council Meeting
February 2, 2026, 6:00 P.M.
Community Media Center

Mayor Jake Ellwood called the meeting to order. Council present were: Candy Langerman, Mary Phelan, Josh Brenneman, Ben Duehr and Dave Goedken. Also, present were City Administrator Russell Farnum, City Clerk Sally Hinrichsen, Water /Wastewater Superintendent Jim Tjaden, Public Works Director Nick Kahler, Ambulance Director Lori Lynch, Police Chief Britt Smith, Library Director Faith Brehm and City Engineers Patrick Schwickerath and Nate Kass. Council member Scott Brighton 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.

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

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

Goedken moved to approve Resolution #2026-13 approving purchase of a Sewer Jet Truck. Brenneman seconded. Roll call was unanimous.

Brenneman moved to approve Resolution #2026-14 Scheduling public hearings for February 16, 2026, at 6:00 PM on the Addition of the MinnTex Expansion as a project in the Urban Renewal Plan and on the Development Agreement related thereto. Phelan seconded. Roll call was unanimous.

Goedken moved to approve Resolution #2026-15 approving MinnTex Expansion site plan. Langerman seconded. Roll call was unanimous.

Smith reported the fundraising efforts to bring a K-9 unit back to the Monticello Police Department has reach \$30,000. They received a \$7,000 grant from Dogs for Law Enforcement which will cover the entire purchase price of a K-9. They have an opportunity to purchase a K-9 and participate in the March 2026 training program. They work closely with Tree Town Kennels in Forest City and would recommend purchasing a 2-year old Belgian Shepard that is currently available for purchase from Lucas K-9 in Poland. Once the K-9 is received by Tree Town Kennels, they begin the training process, until K-9 and handler would attend training. The dog has a solid foundation of Narcotic Detection and Criminal Apprehension work. The 4-week training class and expenses will be around \$10,000. They would equip the 2018 Ford SUV as the K-9 vehicle. The Mason City Police Department donated a K-9 cage that will fit the SUV. Once the new patrol car is purchased in July, they would transfer \$3,000 for the vehicle price from the Canine fund to the vehicle set aside fund. The estimated cost to equip the patrol vehicle would be \$3,500. There would be an annual cost for insurance, handler compensation and care and maintenance of the K-9. Brenneman moved to authorize Police Chief Smith to obtain a purchase agreement for the K-9 and to place on next Council agenda for approval. Goedken seconded. Roll call was unanimous.

Goedken introduced and moved to approve Ordinance #787 the Code of Ordinances of the City of Monticello, Iowa, by amending Section 37.10, subsection 1 pertaining to

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February 2, 2026

EMERGENCY AMBULANCE SERVICE, First reading in title only. Phelan seconded. Roll call was unanimous. Goedken moved that the statutory rule requiring said ordinance be considered and voted on for passage at two prior Council meetings prior to the meeting at which it is to be finally passed be suspended with respect to Ordinance amending Section 37.10, subsection 1 pertaining to EMERGENCY AMBULANCE SERVICE, be regarded as having been considered and voted on at two prior council meetings. Brenneman seconded, roll call unanimous. Goedken moved Ordinance #787 the Code of Ordinances of the City of Monticello, Iowa, by amending Section 37.10, subsection 1 pertaining to EMERGENCY AMBULANCE SERVICE, third and final reading in title only. Phelan seconded, roll call unanimous.

Ellwood opened the appeal hearing requested by Curt Kass in reference to a Notice of Violation and Order to Abate for his property located at 526 and 530 North Chestnut Street. Smith reviewed the history of the property related to the nuisance abatement notice issued on April 25, 2025 and what progress has been made to the property. Kass asked the Council to grant him an extension to April 20, 2026 to complete work in the nuisance abatement notice. Kass has been doing the work himself, but due to time and financing he has been struggling to get the work completed. His brothers have offered to help him complete the work. Council questioned where the issue would be if they granted him the extension to April 20th, and had concerns that the work would not be completed by April 20th. Smith advised the Council could issue the citation, set a court date and then ask for a continuance to April 20th. If the work is completed, City would then dismiss the case at the City's expense. Smith stated his concern on Kass' property located at 215 East 4th Street that has also been issued a nuisance abatement notice. When asked, Kass said he would talk to a realtor to possibly sell the property located at 215 East 4th Street. Farnum reported that Council member Scott Brighton asked him to share that he had no desire to grant an extension on the property. After a lengthy discussion, Goedken moved to direct the Police Chief and City Attorney to continue with the enforcement action including the court filing, but postpone any trial dates until after the April 20th Council meeting, at which time the Council will review progress and authorize appropriate further action. Brenneman seconded. Roll call was unanimous.

Schwickerath updated the council on the Stephen sewer project, which is near completion.

Farnum reported working on budget and attending the Legislator's Roundtable that was put on by Jones County Economic Development. Farnum wanted to thank Nick Kahler and family for clearing the area of the Riverside wetland pond for hockey and a skating loop. It was noted that there is only about a foot of water under the ice, as the pond has silted in with the floodwaters over the last several years.

Department heads gave updates on their department.

Nate Kass and Patrick Schwickerath reported the Monticello School District completed a Traffic Impact Study (TIS) with Hall & Hall Engineers, Inc., which recommended dedicated turn lanes on Highway 38/Oak St. The dedicated turn lanes on Highway 38/Oak St included a right turn lane (RTL) for eastbound (EB) traffic at the high school entrance, a dedicated RTL for EB traffic at Spring Farm Lane, and a dedicated left turn

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lane (LTL) for west bound (WB) traffic at Spring Farm Lane. There was also a recommendation for a RTL on Spring Farm Lane at Highway 38/Oak St. The Iowa DOT has reviewed the traffic study, the plans for new traffic circulation and the addition of the new elementary school. The DOT believes that a 3-lane section with a continuous 2-way center left turn lane through this area might be a better fit, also known as a Two-Way Left Turn Lane (TWLTL). They reviewed that advantages and disadvantages for each recommendation and the cost for each option. Nate Kass and Patrick Schwickerath's recommendation is to pursue the dedicated turn lane option. It is lower cost and was specifically modeled and recommended in the TIS. The TWLTL has limited benefit anticipated during the design period. No action was taken.

Brenneman moved to adjourn at 7:16 P.M.

Jake Ellwood, Mayor

Sally Hinrichsen, City Clerk/Treasurer

Special Council Work Session
February 9, 2026, 6:00 P.M.
Community Media Center

Mayor Jake Ellwood called the meeting to order. Council present were: Josh Brenneman, Dave Goedken, Candy Langerman, Scott Brighton, Ben Duehr and Mary Phelan. Also, present were City Administrator Russell Farnum, City Clerk Sally Hinrichsen, Ambulance Director Lori Lynch and Police Chief Britt Smith.

Phelan moved to approve the agenda, Brenneman seconded. Roll call was unanimous.

Council held a budget work session. Farnum present an overview of the Fiscal Year 2026/2027 budget for Police, Ambulance and Fire Departments. Smith presented the Police Department and Lynch presented the Ambulance budget in more detail. No action was taken.

Meeting adjourned at 7:20 P.M.

Jake Ellwood, Mayor

Sally Hinrichsen, City Clerk/Treasurer

PAYROLL - FEBRUARY 5, 2026

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	January 19 - February 1, 2026				
Chris Bell	\$ 629.88	\$ -	0.00	0.00	\$ 541.80
Jamie Coleman	2,044.98	-	0.00	0.00	1,656.50
Jordan Fullerton	334.77	-	0.00	0.00	287.95
Quinn Hansen	1,387.93	10.54	0.00	0.00	1,091.28
Mason Hanson	349.32	-	0.00	0.00	300.46
Jayna Koffron	351.38	-	0.00	0.00	302.23
Lori Lynch	3,457.51	-	0.00	0.00	2,348.51
Coletta Matson	2,721.79	392.99	0.00	20.25	1,938.88
Sky Monty	1,799.20	-	0.00	0.00	1,337.05
Hunter Schmidt	291.10	-	0.00	0.00	250.39
Shirlee Scott	2,328.80	-	0.00	0.00	1,761.31
Cora Wheeler	773.64	-	0.00	0.00	646.36
TOTAL AMBULANCE	\$ 16,470.30	\$ 403.53	0.00	20.25	\$ 12,462.72
CEMETERY	January 19 - February 1, 2026				
Dan McDonald	\$ 2,354.62	\$ 145.01	0.00	0.00	\$ 1,771.25
TOTAL CEMETERY	\$ 2,354.62	\$ 145.01	0.00	0.00	\$ 1,771.25
CITY HALL	January 19 - February 1, 2026				
Cheryl Clark	\$ 2,668.22	\$ 269.82	4.50	57.00	\$ 1,889.59
Russ Farnum	3,711.54	-	0.00	0.00	2,549.40
Sally Hinrichsen	3,326.38	-	0.00	0.00	2,254.17
Nanci Tuel	2,282.40	-	0.00	0.00	1,528.55
TOTAL CITY HALL	\$ 11,988.54	\$ 269.82	4.50	57.00	\$ 8,221.71
FIRE					
Nick Kahler	\$ 333.34	\$ -	0.00	0.00	\$ 286.72
Billy Norton	208.33	-	0.00	0.00	179.19
Johnny Russ	125.00	-	0.00	0.00	115.44
Tiler Streets	125.00	-	0.00	0.00	115.44
TOTAL FIRE	\$ 791.67	\$ -	0.00	0.00	\$ 696.79
LIBRARY	January 19 - February 1, 2026				
Faith Brehm	\$ 1,914.40	\$ -	0.00	0.00	\$ 1,466.93
Molli Hunter	1,436.00	-	0.00	0.00	1,162.35
Penny Schmit	1,724.80	-	0.00	0.00	1,167.63
TOTAL LIBRARY	\$ 5,075.20	\$ -	0.00	0.00	\$ 3,796.91
MBC	January 19 - February 1, 2026				
Milo Breitbach	\$ 1,750.00	\$ -	0.00	0.00	\$ 1,349.78
Kara Burrack	1,344.00	-	0.00	0.00	1,156.64
Jacob Oswald	2,642.88	-	0.00	0.00	2,004.04
TOTAL MBC	\$ 5,736.88	\$ -	0.00	0.00	\$ 4,510.46
POLICE	January 19 - February 1, 2026				
Zach Buehler	\$ 462.48	\$ -	0.00	0.00	\$ 397.80
Erik Honda	3,097.77	-	0.00	0.00	2,321.13
Jordan Koos	3,423.22	87.28	0.00	38.00	2,347.88
Cole Millard	2,879.52	-	0.00	0.00	1,931.42

PAYROLL - FEBRUARY 5, 2026

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
Johnny Norwood	2,913.80	-	0.00	0.00	1,713.76
Keanan Shannon	3,212.13	55.07	0.00	23.25	2,436.10
Britt Smith	3,732.72	-	0.00	0.00	2,825.83
Madonna Staner	1,925.60	-	0.00	0.00	1,442.25
Brian Tate	3,510.36	-	0.00	0.00	2,288.11
TOTAL POLICE	\$ 25,157.60	\$ 142.35	0.00	61.25	\$ 17,704.28
ROAD USE	January 19 - February 1, 2026				
Zeb Bowser	\$ 2,332.32	\$ 162.72	6.00	33.75	\$ 1,704.46
Jacob Gravel	759.36	-	0.00	12.00	603.51
Nick Kahler	2,687.50	-	0.00	0.00	1,980.67
Jasper Scott	2,291.64	122.04	0.00	0.00	1,735.61
TOTAL ROAD USE	\$ 8,070.82	\$ 284.76	6.00	45.75	\$ 6,024.25
SEWER	January 17 - 30, 2026				
Jim Tjaden	\$ 3,071.44	\$ -	0.00	0.00	\$ 2,144.81
TOTAL SEWER	\$ 3,071.44	\$ -	0.00	0.00	\$ 2,144.81
WATER	January 17 - 30, 2026				
Scott Hagen	\$ 2,389.60	\$ -	3.00	68.25	\$ 1,908.37
Josh Willms	2,229.60	-	1.50	65.50	1,526.21
TOTAL WATER	\$ 4,619.20	\$ -	4.50	133.75	\$ 3,434.58
TOTAL - ALL DEPTS.	\$ 83,336.27	\$ 1,245.47	15.00	318.00	\$ 60,767.76

Name	Description	Invoice Amount
JACOB HEINSIUS	PD PEST CONTROL	42.50
AARON'S AUTOMOTIVE LLC	PD VEHICLE OPERATING	256.04
AARON'S AUTOMOTIVE LLC	PD VEHICLE OPERATING	66.25
AARON'S AUTOMOTIVE LLC	PD VEHICLE OPERATING	92.83
AARON'S AUTOMOTIVE LLC	PD VEHICLE OPERATING	1,075.47
AARON'S AUTOMOTIVE LLC	PD VEHICLE OPERATING	339.24
MONTICELLO COMM SCHOOL DISTRCT	PD FUEL	856.78
LYNCH DALLAS P.C.	PD ATTORNEY FEES	303.50
INFRASTRUCTURE TECHNOLOGY	PD COMPUTER SUPPORT FEES	255.59
IOWA DEPT OF PUBLIC SAFETY	PD IOWA SYSTEM	300.00
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Total 001-110: Police		3,588.20
BEAU EHRISMAN LLC	RU STREET PATCH WORK	15,353.00
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Total 001-210: Road Use		15,353.00
ALLIANT ENERGY-IES	335 N SYCAMORE STREETLIGHTS	55.39
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Total 001-230: Streetlights		55.39
SYCAMORE MEDIA CORP	POOL ADVERTISING	151.03
INFRASTRUCTURE TECHNOLOGY	POOL OFFICE SUPPLIES	9.83
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Total 001-440: Pool		160.86
TRI COUNTY PROPANE LLC	CEMETERY GROUNDS SUPPLIES	50.50
TRI COUNTY PROPANE LLC	CEMETERY GROUNDS SUPPLIES	19.00
MONTICELLO COMM SCHOOL DISTRCT	CEMETERY FUEL	208.30
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Total 001-450: Cemetery		277.80
R & B SNOW REMOVAL	SLDR MEM SNOW REMOVAL	168.75
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Total 001-498: Snow Removal		168.75
MOLLI JENN HUNTER	JANITORIAL SERVICES	455.00
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Total 001-620: Administration		455.00
SNYDER & ASSOCIATES INC	ENGINEERING FEES	956.25
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Total 001-640: Engineer		956.25
NANCI TUEL	ADMIN TRAVEL	14.50
JOHN DEERE FINANCIAL	CH BUILDING SUPPLIES	61.98
SYCAMORE MEDIA CORP	ADMIN PUBLICATIONS	436.58
ORBIS MENASHA CORP	ADMIN FRANCHISE FEE REFUND	7,788.77
INFRASTRUCTURE TECHNOLOGY	CH MISC CONTRACT WORK	302.24
R & B SNOW REMOVAL	CH SNOW REMOVAL	337.50
LASER TECH USA INC. DBA	CH OFFICE SUPPLIES	11.58
LASER TECH USA INC. DBA	ADMIN OFFICE SUPPLIES	5.95
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Total 001-650: Administration		8,959.10
MOLLI JENN HUNTER	JANITORIAL SERVICES	297.50

Name	Description	Invoice Amount
JOHN DEERE FINANCIAL	MBC BUILDING SUPPLIES	4.49
JOHN DEERE FINANCIAL	MBC GROUNDS SUPPLIES - RIVERSI	55.55
ZACHARY D LONG	MBC OVERHEAD OFFICE DOOR	90.00
MONTICELLO COMM SCHOOL DISTRCT	MBC FUEL	49.18
LAPORTE MOTOR SUPPLY	MBC BLOWER MOTOR - TRUCK	79.69
SYCAMORE MEDIA CORP	MBC ADVERTISING	151.02
JOHN DEERE FINANCIAL	MBC CO-ED VOLLEYBALL	6.99
FAREWAY STORES #840-1	MBC CONCESSIONS - NERF NIGHT	146.41
INFRASTRUCTURE TECHNOLOGY	MBC OFFICE SUPPLIES	75.17
Total 005-430: Berndes Center		956.00
MONTICELLO COMM SCHOOL DISTRCT	FIRE FUEL	213.59
INFRASTRUCTURE TECHNOLOGY	FIRE COMPUTER SUPPORT FEES	31.23
JOHN DEERE FINANCIAL	FIRE HELMET LIGHT	95.98
JOHN DEERE FINANCIAL	FIRE SUPPLIES	59.99
CITY OF ANAMOSA	FIRE RADIO CABLE	212.30
Total 015-150: Fire		613.09
JACOB HEINSIUS	AMB PEST CONTROL	42.50
MONTICELLO COMM SCHOOL DISTRCT	AMB FUEL	932.64
INFRASTRUCTURE TECHNOLOGY	AMB DATA PROCESSING	29.28
Total 016-160: Ambulance		1,004.42
FAREWAY STORES #840-1	LIB IMP PROGRAMS/PROMOTIONS	54.04
MONTICELLO CHAMBER OF COMMERCE	LIB IMP PROGRAMS/PROMOTIONS	30.00
LUKE HARBUR	LIB IMP SUMMER READING PROGRA	187.50
Total 030-410: Library Improvement		271.54
MOLLI JENN HUNTER	JANITORIAL SERVICES	385.00
WOODWARD COMMUNICATIONS INC	LIB MAGAZINE SUBSCRIPTIONS	65.00
JACOB HEINSIUS	LIB BLDG REPAIR/MAINT	70.00
R & B SNOW REMOVAL	LIB SNOW REMOVAL	168.75
CULLIGAN TOTAL WATER -	LIB BUILDING SUPPLIES	19.75
MICRO MARKETING LLC	LIB BOOKS	28.00
MICRO MARKETING LLC	LIB BOOKS	59.29
MICRO MARKETING LLC	LIB BOOKS	50.40
MICRO MARKETING LLC	LIB BOOKS	22.40
MICRO MARKETING LLC	LIB AUDIO RECORDINGS	36.39
MICRO MARKETING LLC	LIB AUDIO RECORDINGS	47.19
Total 041-410: Library		952.17
MCALEER WATER CONDITIONING INC	AIRPORT BUILDING SUPPLIES	74.60
TRI COUNTY PROPANE LLC	AIRPORT UTILITIES	310.64
Total 046-280: Airport		385.24
JOHN DEERE FINANCIAL	RU OSHA SUPPLIES	15.99
MONTICELLO COMM SCHOOL DISTRCT	RU FUEL	1,062.51
JOHN DEERE FINANCIAL	RU EQUIP REPAIR/MAINT	18.48
JOHN DEERE FINANCIAL	RU EQUIP REPAIR/MAINT	47.99
JOHN DEERE FINANCIAL	RU EQUIP REPAIR/MAINT	47.99
JOHN DEERE FINANCIAL	RU EQUIP REPAIR/MAINT	33.97

Name	Description	Invoice Amount
JOHN DEERE FINANCIAL	RU EQUIP REPAIR/MAINT	19.99
JOHN DEERE FINANCIAL	RU EQUIP REPAIR/MAINT	.89
JOHN DEERE FINANCIAL	RU EQUIP REPAIR/MAINT	17.99
LAPORTE MOTOR SUPPLY	RU EQUIP REPAIR/MAINT	10.25
LAPORTE MOTOR SUPPLY	RU EQUIP REPAIR/MAINT	4.32
LAPORTE MOTOR SUPPLY	RU EQUIP REPAIR/MAINT	43.68
LAPORTE MOTOR SUPPLY	RU EQUIP REPAIR/MAINT	2.88
MID-AMERICAN RESEARCH CHEMICAL	RU EQUIP REPAIR/MAINT	202.44
ROBERT P CLAUSSSEN	RU EQUIP REPAIR/MAINT	1,015.00
INFRASTRUCTURE TECHNOLOGY	RU UTILITIES	12.33
KROMMINGA MOTORS INC	ROAD USE LEASE -CONCRETE BRE	250.00
JOHN DEERE FINANCIAL	RU SUPPLIES	29.98
JOHN DEERE FINANCIAL	RU SUPPLIES	11.98
MID-AMERICAN RESEARCH CHEMICAL	RU SUPPLIES	153.43
BEHREND'S CRUSHED STONE	RU STREET MAINTENANCE SUPPLIE	284.55
MID-AMERICAN RESEARCH CHEMICAL	RU STREET MAINTENANCE SUPPLIE	551.44

Total 110-210: *Road Use*

3,742.10

ALL SEASON'S TRUCKING INC	RU SNOW REMOVAL	2,676.30
ALL SEASON'S TRUCKING INC	RU SNOW REMOVAL	2,620.20
BEHREND'S CRUSHED STONE	RU SNOW REMOVAL	1,273.20

Total 110-250: *Road Use Snow Removal*

6,569.70

HDR ENGINEERING INC	AIRPORT RUNWAY MAINTENANCE	5,505.40
SNYDER & ASSOCIATES INC	STEPHENS SEWER EXTENSION	9,875.19

Total 332-750: *Capital Projects*

15,380.59

CENTER POINT PUBLISHING	LIB BAKER BOOKS	49.14
CENTER POINT PUBLISHING	LIB BAKER BOOKS	34.82
CENTER POINT PUBLISHING	LIB BAKER BOOKS	97.47

Total 503-410: *Library- Ioma Mary Baker*

181.43

MONTICELLO COMM SCHOOL DISTRCT	WATER FUEL	154.98
GIESE SHEET METAL CO. INC.	WATER EQUIP REPAIR/MAINT	2,266.99
INFRASTRUCTURE TECHNOLOGY	WATER DATA PROCESSING	21.78
EMILY BURDS	WATER OVERPAYMENT REFUND	50.00
MUNICIPAL SUPPLY INC	WATER SUPPLIES	21.00-
STATE HYGIENIC LABORATORY	WATER LAB TESTS	84.50
IOWA ONE CALL	WATER SYSTEM	5.45

Total 600-810: *Water*

2,562.70

AMERICAN LEGION POST 209	SEWER SUPPLIES	57.00
M TOWN TIRE & AUTO	SEWER VEHICLE OPERATING	942.14
MONTICELLO COMM SCHOOL DISTRCT	SEWER FUEL	154.98
TRI COUNTY PROPANE LLC	SEWER UTILITIES	786.74
TRI COUNTY PROPANE LLC	SEWER UTILITIES	1,422.92
TRI COUNTY PROPANE LLC	SEWER UTILITIES	1,738.94
TRI COUNTY PROPANE LLC	SEWER UTILITIES	804.82
TRI COUNTY PROPANE LLC	SEWER UTILITIES	1,552.50
INFRASTRUCTURE TECHNOLOGY	SEWER DATA PROCESSING	9.83
JOHN DEERE FINANCIAL	SEWER SUPPLIES	32.99
MUNICIPAL SUPPLY INC	SEWER SUPPLIES	506.64

Name	Description	Invoice Amount
MUNICIPAL SUPPLY INC	SEWER SUPPLIES	915.04
FAREWAY STORES #840-1	SEWER LAB SUPPLIES	13.23
JOHN DEERE FINANCIAL	SEWER LAB SUPPLIES	15.99
STATE HYGIENIC LABORATORY	SEWER LAB TESTS	1,363.00
HAWKINS WATER TREATMENT	SEWER SYSTEM	525.00
IOWA ONE CALL	SEWER SYSTEM	5.45
MSA SAFETY SALES LLC	SEWER SYSTEM	<u>666.00</u>
Total 610-815: <i>SeWer</i>		<u>11,513.21</u>
REPUBLIC SERVICES #897	DUMPSTER COLLECTIONS	<u>18,127.70</u>
Total 670-840: <i>Sanitation</i>		<u>18,127.70</u>
Total :		<u>92,234.24</u>
Grand Totals:		<u>92,234.24</u>

City Council Meeting
Prep. Date: 02/11/2026
Preparer: Russell Farnum



Agenda Item: # 1-2
Agenda Date: 02/16/2026

Communication Page

Agenda Items Description: Public Hearing and Resolution Adding Minntex Expansion as a project in the Urban Renewal Plan

Type of Action Requested: Public Hearing & Resolution

Attachments & Enclosures:

Public Hearing and Resolution

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Bud and Georgia Johnson have requested a tax rebate as part of a TIF incentive agreement for the MinnTex expansion project. The draft agreement is attached with the next item on the Council agenda.

In order to pursue an agreement, the proposed development must be added as a project in the City's Urban Renewal Plan. The Council must hold a public hearing to add the project to the Urban Renewal Plan, as well as passing a Resolution approving the project.

This is an ideal economic development project as it continues to add value to a successful local business, which is desirable for the City.

Since the proposal is appropriately located in an industrial area, and the expansion of the building would result in further investment in the community, higher property values, and the opportunity for additional employment, the project would be beneficial to the Community and in line with the Comprehensive Plan and the Urban Renewal Plan.

The proposed incentive is a 5-year rebate at 100% the first year, and then declining in 10% steps (90, 80, 70, etc.). The total amount of tax rebate would be about \$32,500 based upon an increased property value of \$350,000 due to the expansion.

Staff Recommendation:

Hold the public hearing, and approval of the Resolution, is recommended.

The City of Monticello, Iowa

RESOLUTION #2025-__

**To Approve Amendment to Urban Renewal Plan to include Development
Agreement and Economic Incentives to Robert E. Johnson
(Minntex/Eastern Iowa Indoor Sports Facility).**

WHEREAS, The City of Monticello has previously created the Monticello Urban Renewal Area, as subsequently amended, hereinafter referenced as the “Urban Renewal Area”, and

WHEREAS, The Council, being been duly advised, has determined it appropriate and desirable to amend the Urban Renewal Plan to include the provision of incentives to be paid to Robert E. Johnson consistent with a draft Development Agreement in return for the construction of a 7000 square foot expansion in the City of Monticello, County of Jones, State of Iowa, at 702 John Drive, and

WHEREAS, The Council desires to consider all input before making a final decision on the proposed amendment to the Urban Renewal Plan, and

WHEREAS, A Public Hearing has been scheduled to allow for public input on the proposed amendments, with appropriate notice published in the Monticello Express for February 16, 2026, and

WHEREAS, The City of Monticello Planning & Zoning Board previously reviewed the proposed amendment at their regular meeting of January 27, 2026, and recommended approval, and

WHEREAS, The City Administrator invited the School Superintendent, Community College President and the County Auditor to a meeting to discuss the proposed amendment as required by the Code, and

WHEREAS, No objections have been received from the County, the School, Community College, or anyone else to the proposed amendment; and

WHEREAS, The Council finds the project necessary and desirable as an economic development project, and finds the addition of the project an asset to the Urban Renewal Plan and the TIF District, and will increase the taxable value in the City, and job opportunities within the area.

NOW, THEREFORE, BE IT RESOLVED by the City Council in session this 16th day of February 2026, that the proposed amendment to the Monticello Urban Renewal Plan, to provide incentives to the Developer in return for the construction of a 7000 square foot expansion of the Minntex/Eastern Iowa Indoor Sports Facility at 702 John Drive, to the City of Monticello, County of Jones, State of Iowa, as set out fully in a Development Agreement between the Developer and the City shall be approved by City Council.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 16th day of February, 2026.

Jake Ellwood, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 02/11/2026
Preparer: Russell Farnum



Agenda Item: # 3-4
Agenda Date: 02/16/2026

Communication Page

Agenda Items Description: Public Hearing and Resolution Approving Development Agreement for 7,300 sq ft Expansion at Minntex/Eastern Iowa Indoor Sports at 702 John Drive (Bud and Georgia Johnson)

Type of Action Requested: Public Hearing/Resolution

Attachments & Enclosures:

Resolution
Development Agreement

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Background: Bud and Georgia Johnson have proposed an addition onto the Minntex facility at 702 John Drive. This would be the third addition onto the original facility, and would be an expansion southerly toward John Drive, located just west of the loading dock area.

The property is zoned M-1 Light Manufacturing and is already improved with the Minntex and Eastern Iowa Indoor sports facilities. The current buildings on the site are set back over 155 feet from John Drive. The lot is about 3.7 acres in size. The proposed site plan and building expansion meet all of the requirements of the M-1 zoning district and the City's codes and ordinances, and should be approved.

The taxable value of the expansion will be about \$350,000. The City's "standard" tax rebate for this project would be 5 years, with 100% the first year, 90% the second, etc. for 5 years. The taxes rebated would only be the new added taxes from the addition.

The incentive totals \$32,500 in that 5-year period. The attached draft Agreement follows the State requirements and City specifications including a minimum assessment agreement.

Recommendation: Hold the public hearing, and approval of the Development Agreement is recommended.

City of Monticello, Iowa

RESOLUTION NO. 2026- Approving the Final Development Agreement between City of Monticello and Robert E. Johnson Related to the Expansion of Minntex/Eastern Iowa Sports Facility

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

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in various Urban Renewal Areas pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of indebtedness incurred by the City to support an Urban Renewal Project in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into an agreement (the “Development Agreement”) with Robert E. Johnson (the “Developer”) with respect to the construction of a 7300 square foot expansion at 702 John Drive, in the City of Monticello, County of Jones, State of Iowa, and

WHEREAS, the Development Agreement provides financial incentives to the Developer for economic development purposes in the form of tax rebate payments, and

WHEREAS, the City Council has previously scheduled and held a public hearing on the proposed Development Agreement, on February 16, 2026, at 6:00 p.m., and

WHEREAS, the expansion proposal is appropriately located in an industrial area, and the expansion of the building would result in further investment in the community, higher property values, and the opportunity for additional employment, the project would be beneficial to the Community and in line with the Comprehensive Plan and the Urban Renewal Plan, the City Council finds that the incentives provided Developer under the terms of the Development Agreement serve a public purpose and are otherwise appropriate, and that the Development Agreement should, therefore, be approved;

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Monticello, Iowa, on this 16th day of February, 2026, by the approval of this Resolution, that the proposed Development Agreement between the City of Monticello and Robert E. Johnson,

and the incentives offered therein, are hereby approved, and the Mayor and Clerk are hereby authorized to execute both on behalf of the City Council.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 16th day of February, 2026.

Jake Ellwood, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

DEVELOPMENT AGREEMENT

This **Development Agreement** (“Agreement”) is entered into between the City of **Monticello, Iowa** (the “City”), and Robert E. Johnson (“Owner”), as of the ____rd day of _____, 2026 (the “Commencement Date”).

WHEREAS, the City has previously established the Monticello Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Owner intends to acquire certain real property which is situated within the Urban Renewal Area and more specifically described on Exhibit A hereto (the “Property”), and the Owner will undertake the construction of an approximately 7,000 square foot warehouse building expansion (the “Project”) on the Property; and

WHEREAS, the Owner is responsible for the payment of the property taxes and has requested tax increment financing assistance with respect to the Project for economic development in a commercial or industrial area; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons, and the City Council specifically finds as follows:

1. That a public purpose will reasonably be accomplished by the provision of tax incentives and other financial assistance to the Owner, including the expansion of the tax base of the community.
2. That the construction of the Project will provide new tax base to the community, even if a portion of those taxes are rebated for a period of time.
3. That the proposed use will create jobs and provide local option sales tax proceeds.
4. The City Council has considered the overall impact the Project will have on the community, weighing the overall benefits of the business, and finds that the benefits to the citizens, local businesses, and tax base of the City warrants and justifies the incentives and easily outweighs the amount of funds dispensed by way of and consistent with the terms of this Agreement.

NOW THEREFORE, the parties hereto agree as follows:

A. Owner Covenants

1. The Owner agrees to construct (or cause to be constructed) and maintain the Project on the Property, and to use the completed facilities as part of its business operations throughout the term of this Agreement.

2. The Owner agrees to make timely payment of all property taxes as they come due throughout the term of this Agreement with respect to the Property and to submit a receipt or cancelled check in evidence of each such payment.

3. The Owner agrees to begin construction of said facility within two (2) years of this Agreement and diligently prosecute the same to completion.

4. The Owner agrees to certify to the City by no later than October 15th of each year during the Term, as hereinafter defined, commencing October 15, 2027¹, an amount (The “Owner’s Estimate”) equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property. For purposes of this Agreement, Incremental Property Tax Revenues are calculated by:

- (1) Determining the consolidated property tax levy (City, County, School, Etc.) then in effect with respect to taxation of the Property (“Consolidated Tax Rate”);
- (2) Reducing the Consolidated Tax Rate by the following to create an “Adjusted Levy Rate”:
 - (a) the debt service levies of all taxing jurisdictions, and
 - (b) the school district instructional support and physical equipment plant levies, and
 - (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly.
- (3) Multiplying the resulting Adjusted Levy Rate by any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Jones County, above and beyond the “Base Valuation” \$1,033,240.00 (with the current taxable value established at \$716,874.00), resulting in the “Estimated Incremental Property Tax Revenues”, and then
- (4) Deducting property tax credits, if any, applicable to the Property from the “Estimated Incremental Property Tax Revenues”, to create the “Actual Incremental Property Tax Revenues”.

¹ The Owner’s Certification by October 15, 2027 will allow the City Clerk to include the amount estimated to be due for the TIF Certification due by December 1, 2027. The Certification will allow the City to receive necessary increment for payments to the Owner beginning in December 2028.

The calculations resulting in the Owner's Estimate will be set forth on the worksheet attached hereto, marked Exhibit B, and submitted to the City for review. The City reserves the right to review and request revisions to the Owner's Estimate to ensure the accuracy of the figures submitted. Any disagreement with regard to the calculations used to arrive at the Owner's Estimate, and/or the final estimate itself, that cannot be resolved by the Parties, shall be decided by and in the sole discretion of the City. The City will provide reasonable assistance to the Owner in the completion of this worksheet upon request.

5. Minimum Assessment Agreement. The Owner agrees to enter into a Minimum Assessment Agreement (the "Assessment Agreement"), in substantially the form attached hereto, marked Exhibit C, pursuant to §403.6 of the Iowa Code fixing the minimum assessed valuation of the Property, in contemplation of the value to be added by the proposed Project, at not less than Three Hundred Fifty Thousand Dollars (\$350,000.00) (the "Minimum Assessed Valuation"), as of January 1, 2027, (the "First Valuation Date"). It is the stated intention of the Owner that the Minimum Assessed Valuation shall be established on the Jones County property tax rolls as of the First Valuation Date regardless of the then-current degree of completion or incompletion of the Project. The Assessment Agreement shall remain in effect throughout the Term of this Agreement, as hereinafter defined.

6. Default Provisions. The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- (1) Failure by the Owner to own and maintain the Project pursuant to the terms and conditions of this Agreement.
- (2) Failure by the Owner to fully and timely remit payment of property taxes when due and owing.
- (3) Failure of the Owner to comply with Sections A(1) through A(6) of this Agreement.

In the event of a default, the City shall provide written notice to the Owner, describing the Event of Default and the steps necessary to remedy or cure the Event of Default. The Owner shall be given thirty (30) days from the date of mailing or personal service, including the date of mailing or personal service as the case may be, to remedy or cure the Event of Default or to provide adequate assurances to the City that the Event of Default will be cured on a schedule that is agreeable to the City. If the Owner fails to cure the Event of Default or provide assurances, the City shall then be authorized to:

- (1) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (2) Withhold the payments provided for under Section B, below.

B. City's Covenants

1. Property Tax Rebate Payments. In recognition of the obligations set out above, the City agrees to make 10 semi-annual economic development tax increment payments (the "Rebate Payments") to the Owner, pursuant to Chapters 15A and 403 of the Code of Iowa and as described below, provided, however, that the aggregate total amount of the Rebate Payments shall not exceed **\$ 32,500** (the "Maximum Payment Total"), and all payments under this Agreement shall be subject to annual appropriation by the City Council, as further described herein.

This Agreement is based upon the agreed upon Minimum Assessed Valuation of an additional Three Hundred Fifty Thousand Dollars (\$350,000) going on the tax rolls no later than January 1, 2027. Based thereon, the first tax payment based upon the agreed upon Minimum Assessed Valuation would be made in September, 2028. Accordingly, the Rebate Payments will be made on or about the 1st of December and the 1st of June each fiscal year, beginning on December 1, 2028 and continuing thereafter until all 10 semi-annual payments have been made or until such earlier time as the aggregate amount of all Rebate Payments (as hereinafter defined) made under this Agreement equals **\$ 32,500**. All payments made under this Agreement shall be subject to annual appropriation by the City Council as provided hereunder.

No payment shall exceed an amount which represents the Incremental Property Tax Revenues available to the City with respect to the Property during the six (6) months immediately preceding each payment date.

Each Rebate Payment shall be in an amount which represents a percentage (the "Annual Percentage") of the Incremental Property Tax Revenues available to the City with respect to the Property during the 6 months immediately preceding each payment date reduced by the repayment deduction (as hereinafter set forth). Incremental Property Tax Revenues are produced by multiplying the consolidated property tax levy (or Consolidated Tax Rate) (city, county, school, etc.) times the incremental valuation of the Property, then subtracting debt service levies of all taxing jurisdictions, subtracting the school district physical plant and equipment levy and subtracting any other levies which may be exempted from such calculation by action of the Iowa General Assembly. The Annual Percentages shall be as follows:

FY 2028-2029: 100%
FY 2029-2030: 90%
FY 2030-2031: 80%
FY 2031-2032: 70%
FY 2032-2033: 60%

2. Security and Debt Certification. The Total Payments shall not constitute general obligations of the City, but shall be made solely and only from incremental property taxes received by the City from the Jones County Treasurer which are attributable to the Property, in the case of the Rebate Payments.

Each payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, the City Council shall consider the question of obligating for appropriation to the funding of the payments due in the following fiscal year, an amount of tax increment revenues to be collected in the following fiscal year equal to or less than the most recent Owner's Estimate factored by the Annual Percentage to be in effect in the next succeeding fiscal year (the "Appropriated Amount").

If in any given fiscal year the City Council determines to not obligate the then-considered Appropriated Amount, the City will be under no obligation to fund the payments scheduled to become due in the following fiscal year, and the Owner will have no rights whatsoever to compel the City to make such payments or to seek damages relative thereto. A determination by the City Council to not obligate funds for any particular fiscal year's payments shall not render this Agreement null and void and the Owner may make future requests for appropriation.

In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, then the City Clerk will certify by December 1 of each such year to the Jones County Auditor an amount equal to the most recently obligated Appropriated Amount.

It is the intention and desire of the City Council, at the passage of this Development Agreement, that funds will be annually appropriated as contemplated herein absent a finding by the City Council of severe hardship to the City.

3. Prior Agreements. The City finds that any prior Development Agreement pertaining to this Property is hereby released and has no further force and effect in relation to this Property.

C. Administrative Provisions

1. **Amendment and Assignment:** This Agreement may not be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Owner's rights to receive the payments hereunder may be assigned by the Owner to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. **Successors:** This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

3. **Term:** The term of this Agreement ("Term") shall commence on the Commencement Date and end after payment of the anticipated 10 semi-annual payments or on such earlier date upon which the aggregate sum of payments made to the Owner equals the Maximum Payment Total.

4. **Choice of Law:** 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 laws of the State of Iowa.

5. **Force Majeure:** Neither Party is responsible for any failure to perform its obligations or satisfy a condition under this Agreement upon the occurrence of a Force Majeure Event. When the nonperforming party is able to resume performance or satisfy the conditions, it will promptly give the other party written notice to that effect and shall resume performance under this Agreement. For the purposes of this Agreement, a “Force Majeure Event” is an act or event that (i) prevents the nonperforming party from performing its obligations under this Agreement or satisfying any conditions to the performing party under this Agreement; (ii) is beyond the reasonable control of and not the fault of the nonperforming party; and (iii) is beyond the nonperforming party’s ability to avoid or overcome by the exercise of commercially reasonable due diligence. A Force Majeure Event includes the following, without limitation: an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism, or civil disorder; extraordinary shortages in labor or materials; a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not); exceptional weather conditions; and discontinuation of electricity supply or other necessary utilities to the Property.

The City and the Owner have caused this Agreement to be signed, and the City’s seal to be affixed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

SIGNATURE PAGES FOLLOW

CITY OF MONTICELLO, IOWA

By Jake Ellwood, Mayor

Attest:

Sally Hinrichsen, City Clerk

STATE OF IOWA)
COUNTY OF JONES)

Personally came before me on _____, 202_____, the above named Jake Ellwood and Sally Hinrichsen, the Mayor and City Clerk, respectively, of the City of Monticello and to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Iowa
My commission expires:

FOR Robert E Johnson

By: Robert E. Johnson

STATE OF IOWA)
)
COUNTY OF JONES)

Personally came before me on _____, 202_____, the above named
_____, and to be the person who executed
the foregoing instrument and acknowledged the same.

Notary Public, State of IOWA

My commission expires:

Exhibit A
Legal Description

LEGAL DESCRIPTION OF THE PROPERTY

Certain real property in the City of Monticello, County of Jones, State of Iowa more particularly described as follows:

LOT 2 OF YEOMAN'S INDUSTRIAL PARK 1ST ADDITION

Commonly known as 702 John Drive, Parcel # 0216300021

EXHIBIT B

OWNER'S ESTIMATE WORKSHEET

- 1) Date of Preparation: _____
- 2) Taxable Valuation of the Property as of _____, 202____-
\$ _____
- 3) Base Taxable Valuation of the Property for purposes of the Agreement (February _____, 2026 - \$ 716,874.00)
- 4) Incremental Taxable Valuation of the Property (2 minus 3) \$ _____
- 5) Current City Fiscal Year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the Adjusted Levy Rate) \$ _____ per \$1000
- 6) The TIF Value (4) factored by the Adjusted Levy Rate (5);
\$ _____ x \$ _____ /1000 = \$ _____ (Estimated Incremental Property Tax Revenues)
- 7) Property Tax Credits \$ _____
- 8) Estimated Incremental Property Tax Revenues (6) less Property Tax Credits (7)
\$ _____ (Actual Incremental Property Tax Revenues/Owner's Estimate)

EXHIBIT C

**Preparer Info: Doug Herman, Lynch Dallas, P.C.; 526 Second Ave S.E., P.O. Box 2457
Cedar Rapids, IA 52406-2457; Phone: 319.365.9101**

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT (this “Agreement”), dated as of the _____rd day of _____, 2026, by and among the City of Monticello, Iowa (“City”), and Robert E. Johnson, and the County Assessor of Jones County (“Assessor”).

WITNESSETH

WHEREAS, the Owner owns the real property, the legal description of which is contained in Exhibit A attached hereto (“Property”), which is located in the Monticello Urban Renewal Area in the City; and

WHEREAS, a development agreement (the “Development Agreement”), dated the _____rd day of _____, 2026, has been executed between the City and the Owner with respect to construction of an approximate 7,000 square foot warehouse building expansion (the “Project”) on the Property; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the City, and the Owner desire to establish a minimum taxable value for the Property and the improvements to be constructed thereon, which shall be effective no later than January 1, 2027, and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum market value of the land and improvements;

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Effective January 1, 2027 the minimum actual value which shall be assessed for the Property, considering the improvements to be constructed thereon, shall be Three Hundred Fifty Thousand Dollars (\$350,000.00) until termination of this Agreement.
2. The Owner hereby agrees that the assessed valuation (hereinafter referred to as the "Minimum Actual Value") set forth in Section 1 above shall become and remain effective as of January 1, 2027, and throughout the term of this Agreement, regardless of the actual degree of completion or incompletion of the Project, even if construction of the Project is not commenced by such date. Furthermore, the Owner acknowledges that the City has chosen to enter into a Development Agreement with the Owner at least in part because of Owner's agreement to the terms set forth herein related to minimum valuation and assessment.
3. The Owner agrees to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property, subject to any limitations set forth in the Development Agreement. The Owner further agrees that until this Agreement is terminated it will not seek administrative or judicial review of the applicability, enforceability, or constitutionality of this Agreement or the obligation to be taxed based upon the Minimum Actual Value or to raise any such argument by way of defense in any proceedings, including delinquent tax proceedings.
4. This Agreement, and the minimum assessed valuation established herein, shall be effective until such time as the City's obligation to make Payments (as defined in the Development Agreement) has been satisfied in full ("Term").
5. Nothing herein shall be deemed to waive the Owner's rights under Section 403.6(19) Code of Iowa, or otherwise, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value.
6. This Agreement shall be promptly recorded with the Jones County Recorder, along with a copy of Iowa Code Section 403.6, same being set forth within Exhibit B attached hereto.
7. Owner certifies there are no lienholders of record as of the date of the Agreement.
8. Neither the preamble nor provisions of this Agreement are intended to, nor shall they be construed as, modifying the terms of any other contract between the City and the Owner, including the Development Agreement.

The City and the Owner have caused this Agreement to be signed, and the City's seal to be affixed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

Signed and dated this ____th day of _____, 2027.

City of Monticello, Iowa

Jake Ellwood, Mayor

Attest:

Sally Hinrichsen, City Clerk

FOR Robert E Johnson

By: _____

Robert E. Johnson

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Certain real property in the City of Monticello, County of Jones, State of Iowa more particularly described as follows:

LOT 2 OF YEOMAN'S INDUSTRIAL PARK 1ST ADDITION

Commonly known as 702 John Drive, Parcel # 0216300021

EXHIBIT B

Iowa Code Section 403.6 Powers of municipality.

The provisions of [this chapter](#) shall be liberally interpreted to achieve the purposes of [this chapter](#). Every municipality shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of [this chapter](#), including the following powers in addition to others herein granted:

19.
 - a. A municipality, upon entering into a development or redevelopment agreement pursuant to [section 403.8, subsection 1](#), or as otherwise permitted in [this chapter](#), may enter into a written assessment agreement with the Owner of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to [section 403.19, subsection 2](#). The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:
The undersigned assessor, being legally responsible for the assessment of the above-described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$ _____
 - b. This assessment agreement with the certification of the assessor and a copy of [this subsection](#) shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. [This subsection](#) does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction, or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with [this subsection](#) constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

CERTIFICATION OF ASSESSOR

I, Sarah Benter, the undersigned Assessor, being legally responsible for the assessment of the above- described property upon completion of improvements to be made on it, hereby certifies that the actual value assigned to such land and improvements as of January 1, 2027, shall be not less than Three Hundred Fifty Thousand Dollars (\$350,000) until termination of the Agreement.

Sarah Benter
County Assessor for Jones County, State of Iowa

STATE OF IOWA)
)§
COUNTY OF JONES)

Subscribed and sworn to before me by Sarah Benter, Assessor for the County of Jones, Iowa.

Notary Public, State of Iowa



February 9, 2026

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

RE: CONTRACTOR'S APPLICATION FOR PAYMENT #21 - 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 #21 for work completed on the Wastewater Treatment Plant Improvement Project.

Application for Payment includes costs associated with the general conditions, precast concrete erection, and electrical work.

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 #21 in the amount of **\$148,049.49** 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 #21

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

Contractor's Application for Payment

Owner:	<u>City of Monticello</u>	Owner's Project No.:	<u>120.1109.08</u>																									
Engineer:	<u>Snyder & Associates, Inc.</u>	Engineer's Project No.:	<u>120.1109.08</u>																									
Contractor:	<u>Bill Bruce Builders, Inc.</u>	Contractor's Project No.:	<u>20231024</u>																									
Project:	<u>Wastewater Treatment Plant (WWTP) Improvements</u>																											
Contract:	<u>Wastewater Treatment Plant Improvements</u>																											
Application No.:	<u>21</u>	Application Date:	<u>1/28/2026</u>																									
Application Period:	From	<u>1/1/2026</u>	to	<u>1/31/2026</u>																								
<table border="1"><tr><td>1. Original Contract Price</td><td><u>\$ 23,448,000.00 -</u></td></tr><tr><td>2. Net change by Change Orders</td><td><u>\$ 990,991.07 -</u></td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td><u>\$ 24,438,991.07 -</u></td></tr><tr><td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td><td><u>\$ 17,245,564.66 -</u></td></tr><tr><td>5. Retainage</td><td></td></tr><tr><td> a. <u>5%</u> X <u>\$14,069,578.66</u> Work Completed</td><td><u>\$ 703,478.93 -</u></td></tr><tr><td> b. <u>5%</u> X <u>\$3,175,986.00-</u> Stored Materials</td><td><u>\$ 158,799.30-</u></td></tr><tr><td> c. Total Retainage (Line 5.a + Line 5.b)</td><td><u>\$ 862,278.23-</u></td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.c)</td><td><u>\$ 16,383,236.94 -</u></td></tr><tr><td>7. Less previous payments (Line 6 from prior application)</td><td><u>16,235,236.94</u></td></tr><tr><td>8. Amount due this application</td><td><u>\$ 148,049.49-</u></td></tr><tr><td>9. Balance to finish, including retainage (Line 3 - Line 4)</td><td><u>\$ 8,055,704.64 -</u></td></tr></table>					1. Original Contract Price	<u>\$ 23,448,000.00 -</u>	2. Net change by Change Orders	<u>\$ 990,991.07 -</u>	3. Current Contract Price (Line 1 + Line 2)	<u>\$ 24,438,991.07 -</u>	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	<u>\$ 17,245,564.66 -</u>	5. Retainage		a. <u>5%</u> X <u>\$14,069,578.66</u> Work Completed	<u>\$ 703,478.93 -</u>	b. <u>5%</u> X <u>\$3,175,986.00-</u> Stored Materials	<u>\$ 158,799.30-</u>	c. Total Retainage (Line 5.a + Line 5.b)	<u>\$ 862,278.23-</u>	6. Amount eligible to date (Line 4 - Line 5.c)	<u>\$ 16,383,236.94 -</u>	7. Less previous payments (Line 6 from prior application)	<u>16,235,236.94</u>	8. Amount due this application	<u>\$ 148,049.49-</u>	9. Balance to finish, including retainage (Line 3 - Line 4)	<u>\$ 8,055,704.64 -</u>
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Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																												
Contractor:	<u>Bill Bruce Builders, Inc.</u>																											
Signature:			Date:	<u>1/28/2026</u>																								
Recommended by Engineer		Approved by Owner																										
By:	<u>Project Engineer</u>		By:																									
Title:			Title:																									
Date:	<u>2/9/2026</u>		Date:																									
Approved by Funding Agency																												
By:			By:																									
Title:			Title:																									
Date:			Date:																									

Progress Estimate - Lump Sum Work

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

Contractor's Application for Payment

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

ITEM #	DESCRIPTION OF WORK	SCHEDULED VALUE	21		From	1/1/2026	to	1/31/2026	Application Date:		01/28/26
			WORK COMPLETED		FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED & STORED TO DATE (D + E + F)		% (G / C)	BALANCE TO FINISH (C - G)
			Original Contract	Original Contract				Original Contract	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	1,112,482.22	55,624.11				1,168,106.33		58%	834,361.67
6	Submittals	50,000.00	50,000.00					50,000.00		100%	0.00
7	Concrete Reinforcing	1,207,086.00	1,207,086.00					1,207,086.00		100%	0.00
8	Cast-In-Place Concrete	950,000.00	546,368.70					546,368.70		58%	403,631.30
9	Rebar Labor	1,000,000.00	660,000.00					660,000.00		66%	340,000.00
10	Concrete - Aeromod	1,610,500.00	571,000.00					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	205,000.00					205,000.00		68%	95,000.00
17	Placement on Project	179,200.00	108,000.00					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	10,608.00				16,320.00		100%	0.00
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	25,025.00				40,950.00		90%	4,550.00
32	Precast & Steel Erection	199,400.00	151,240.00					151,240.00		76%	48,160.00
33	Masonry	150,000.00	30,000.00	3,000.00				33,000.00		22%	117,000.00
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	448,266.89					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	217,429.03	15,530.65				232,959.68		75%	77,653.32
51	Electrical - Building Power and Equipment	310,612.00	216,367.20	15,530.60				231,897.80		75%	78,714.20
52	Lagoon Sludge Removal	93,900.00	93,900.00					93,900.00		100%	0.00
53	SWPPP Installation	43,795.00	4,164.70					4,164.70		10%	39,630.30
54	SWPPP Inspections	14,600.00	9,000.00	700.00				9,700.00		66%	4,900.00
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	198,623.86			198,623.86	70%	85,124.14
75	STRUCTURE SUBBASE	204,903.00	204,903.36			204,903.36	100%	(0.36)
76	DEMO	304,279.00	121,711.67			121,711.67	40%	182,567.33
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	382,893.18			382,893.18	41%	548,586.82

Original Contract Totals \$ 23,448,000.00 \$ 13,038,981.90 \$ 126,018.36 \$ 3,175,986.00 \$ 16,340,986.26 70% \$ 7,107,013.74

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

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

Application No.: 21

From 1/1/2026 to 1/31/2026 Application Date: 01/28/26

A ITEM #	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED & STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
Change Orders								
1	Unsuitable Soils	763,990.30	745,024.10			745,024.10	98%	18,966.20
2	RFI 23		(19,455.71)			0.00	0%	(19,455.71)
	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	59,385.10	29,823.21		89,208.31	52%	80,778.21
	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
4	Relocate VFDs to Screen Building	12,708.75	12,708.75			12,708.75	100%	0.00
	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	\$ 874,755.19	\$ 29,823.21	\$ -	\$ 904,578.40	\$	\$ 86,412.67

Original Contract and Change Orders

Project Totals	\$ 24,438,991.07	\$ 13,913,737.09	\$ 155,841.57	\$ 3,175,986.00	\$ 17,245,564.66		\$ 7,193,426.41
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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.: 21 Application Period: From 1/1/2026 to 1/31/2026 Application Date: 01/28/26

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 H I J K L M MATERIALS STORED			INCORPORATED IN WORK			MATERIALS REMAINING IN STORAGE (I-L) (\$)
						PREVIOUS AMOUNT STORED (\$)	AMOUNT STORED THIS PERIOD (\$)	AMOUNT STORED TO DATE (G+H) (\$)	AMOUNT PREVIOUSLY INCORPORATED IN THE WORK (\$)	AMOUNT INCORPORATED IN THE WORK THIS PERIOD (\$)	TOTAL AMOUNT INCORPORATED IN THE WORK (J+K) (\$)	
26	Pay App #1		Wall Panels	Advanced Precast	1	130,359.00		130,359.00	\$ 130,359.00		130,359.00	0.00
28	Pay App #2		8" Hollowcore	Advanced Precast	1	28,760.00		28,760.00	\$ 28,760.00		28,760.00	0.00
49	Pay App #1		Service Equipment - Electrical Distribution Storage	Westphal & Company	2	40,500.00		40,500.00	\$ 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
40	Pay App #1		FRP Aluminum Hybrid Doors	Opening Specialists, Inc	3	17,226.22		17,226.22				17,226.22
49	Pay App #2		Fabricated Stainless Steel - Materials	Dubuque Plumbing & Heating	4	15,097.90		15,097.90				15,097.90
40	Pay App #2		FRP Aluminum Hybrid Doors	Opening Specialists, Inc	4	52,780.00		52,780.00				52,780.00
49	Pay App #3		Fabricated Stainless Steel - Materials	Dubuque Plumbing & Heating	5	13,349.98		13,349.98				13,349.98
99	Pay App #6		Ultraviolet Disinfection Equipment	Enaqua	6	45,897.00		45,897.00				45,897.00
80	Pay App #1		Split-Clarator Secondary Clarifier	Aero-Mod	7	688,417.00		688,417.00				688,417.00
84	Pay App #1		Wall mounted Walkways	Aero-Mod	7	308,612.00		308,612.00				308,612.00
40	Pay App #3		FRP Aluminum Hybrid Doors	Opening Specialists, Inc	7	7,148.78		7,148.78				7,148.78
81	Pay App #2		Wall Mounted Aerators	Aero-Mod	8	371,879.00		371,879.00				371,879.00
91	Pay App #2		Installation Materials and Spare Parts	Aero-Mod	8	91,750.00		91,750.00				91,750.00
94	28374		Variable Frequency Motor Controllers / Controls / Subm	Electric Pump	8	926,601.00		926,601.00				926,601.00
94	30385		Variable Frequency Motor Controllers / Controls / Subm	Electric Pump	11	505,650.00		505,650.00				505,650.00
96	Pay App #5		Fabricated Stainless Steel - Materials	Dubuque Plumbing & Heating	19	26,408.18		26,408.18				26,408.18
95	Pay App #5		Fabricated Stainless Steel - Labor	Dubuque Plumbing & Heating	19	12,350.00		12,350.00				12,350.00
									0.00			0.00
									0.00			0.00
									0.00			0.00
Totals						\$ 3,401,483.74	\$ -	\$ 3,401,483.74	\$ 225,497.74	\$ -	\$ 225,497.74	\$ 3,175,986.00

City of Monticello, Iowa

RESOLUTION #

Approving Pay Request #21 to Bill Bruce Builders, Inc., Re: Wastewater Treatment Plant Improvement Project in the amount of \$148,049.49

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 21st pay request in the amount of \$148,048.49, 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 21st pay request from Bill Bruce Builders, Inc., in the amount of \$148,048.49, same reflecting the maintenance of a 5% retainer in the cumulative total amount of \$862,278.23 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 16th day of February 2026.

Jake Ellwood, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer



February 10th, 2026

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

RE: STEPHEN SEWER
PAY REQUEST #6

Dear Mayor and City Council,

Enclosed for your review and approval is Pay Request #6 for work completed on the Stephen Sewer project.

Payment for improvements during this period includes costs associated with sanitary sewer installation, sanitary service installation, sanitary sewer testing, and storm water pollution prevention.

We have reviewed the pay estimate and find it in agreement with the work completed to date. We, therefore, recommend approval of Pay Request #6 in the amount of \$28,407.38 to Roger Stephen.

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

Respectfully,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Colton Ingels".

Colton Ingels, P.E.
Project Engineer

Enclosure: Pay Request #6

Cc: Russ Farnum, City of Monticello
Roger Stephen

APPLICATION FOR PARTIAL PAYMENT NO. 6

PROJECT: STEPHEN SEWER

S&A PROJECT NO.:

124.0022.08

OWNER: CITY OF MONTICELLO
DEVELOPER: ROGER STEPHEN
ADDRESS: 355 BRADLEY DRIVE
MONTICELLO, IA 52310

DATE: February 10, 2026

PAYMENT PERIOD: December 16, 2025
to January 28, 2026

1. CONTRACT SUMMARY:

Original Contract Amount:	<u>\$ 1,316,569.50</u>
Maximum City Reimbursement Amount:	<u>\$ 1,270,000.00</u>
Net Change by Change Order:	<u>\$ (56,126.56)</u>
Contract Amount to Date:	<u>\$ 1,260,442.94</u>

CONTRACT PERIOD: TOTAL CALENDAR DAYS

Original Contract Date:

Original Contract Completion Date:
Late Start Date

Added by Change Order: _____

Current Contract Completion Date

2. WORK SUMMARY:

Total Work Performed to Date:	<u>\$ 1,232,083.69</u>
Retainage PR1, PR2, & PR3: 5%	<u>\$52,346.39</u>
Retainage PR5 & PR6: 30%	<u>\$55,546.79</u>
Total Earned Less Retainage:	<u>\$ 1,124,190.51</u>
Less Previous Applications for Payment:	<u>\$ 1,095,783.13</u>
AMOUNT DUE THIS APPLICATION:	<u><u>\$ 28,407.38</u></u>

3. DEVELOPER'S CERTIFICATION:

The undersigned DEVELOPER certifies that:

(1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of DEVELOPER incurred in connection with the Work covered by prior Applications for Payment; and
(2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by the application for Payment are free and clear of all liens, claims, security interests, and encumbrances

Roger Stephen

DEVELOPER

By Roger Stephen DATE: _____

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.

ENGINEER

By Colton Ingels DATE: 2-10-2026
Colton Ingels, P.E.

5. OWNER'S APPROVAL

City of Monticello

OWNER

By Jake Ellwood, Mayor DATE: _____

6. DETAILED ESTIMATE OF WORK COMPLETED:

ITEM NO.	DESCRIPTION	CONTRACT ITEMS				COMPLETED WORK THIS PERIOD			COMPLETED WORK TO DATE		
		PLAN QTY.	UNIT	UNIT COST	COST TOTAL	QTY. TO DATE	CO #	COST TOTAL	QTY. TO DATE	CO #	COST TOTAL
	Strip, stockpile, and respread topsoil	5867	CY	\$ 6.00	\$ 35,202.00	-		\$ -	5867		\$ 35,202.00
	Trench stabilizing material	530	TON	\$ 32.50	\$ 17,225.00	-		\$ -	-		\$ -
	Dewatering	1	LS	\$ 375,000.00	\$ 375,000.00	-		\$ -	1		\$ 375,000.00
	Sanitary sewer, trenched, 10", backfill with 90% compaction	423	LF	\$ 110.00	\$ 46,530.00	-		\$ -	423		\$ 46,530.00
	Sanitary sewer, trenched, 15", backfill with 90% compaction	183	LF	\$ 140.00	\$ 25,620.00	-		\$ -	183		\$ 25,620.00
	Sanitary sewer, trenched, 8", backfill with 95-98% compaction	1186	LF	\$ 95.00	\$ 112,670.00	-		\$ -	1186		\$ 112,670.00
	Sanitary sewer, trenched, 10", backfill with 95-98% compaction	45	LF	\$ 110.00	\$ 4,950.00	-		\$ -	45		\$ 4,950.00
	Sanitary sewer, trenched, 12", backfill with 95-98% compaction	968	LF	\$ 110.00	\$ 106,480.00	-		\$ -	968		\$ 106,480.00
	Sanitary sewer, trenched, 15", backfill with 95-98% compaction	1117	LF	\$ 142.50	\$ 159,172.50	-		\$ -	1126		\$ 160,455.00
	Sanitary sewer, trenched PVC DR-18, 8", backfill with 95-98% compaction	183	LF	\$ 125.00	\$ 22,875.00	-		\$ -	183		\$ 22,875.00
	Sanitary sewer with casing pipe, trenchless, 10"	94	LF	\$ 850.00	\$ 79,900.00	-		\$ -	100		\$ 85,000.00
	Sanitary sewer service stub, 4-inch, PVC SDR-23.5	1646	LF	\$ 60.00	\$ 98,760.00	265		\$ 15,900.00	1646		\$ 98,760.00
	Sanitary sewer service stub, 6-inch, PVC SDR-23.5	300	LF	\$ 70.00	\$ 21,000.00	150		\$ 10,500.00	300		\$ 21,000.00
	Testing and televised inspection of sanitary sewers	1	LS	\$ 10,000.00	\$ 10,000.00	0.125		\$ 1,250.00	1		\$ 10,000.00
	Remove and replace 2 inch water service and electric service	1	LS	\$ 2,000.00	\$ 2,000.00	-		\$ -	1		\$ 2,000.00
	Manhole, Sanitary Sewer SW-301, 48"dia.	17	EA	\$ 8,000.00	\$ 136,000.00	2		\$ 16,000.00	17		\$ 136,000.00
	Internal drop connection, 8-inch	1	EA	\$ 2,000.00	\$ 2,000.00	-		\$ -	1		\$ 2,000.00
	Core drill and connect to existing manhole	1	EA	\$ 5,000.00	\$ 5,000.00	-		\$ -	1		\$ 5,000.00
	Remove and replace gravel drive	105	TON	\$ 23.50	\$ 2,467.50	-		\$ -	105		\$ 2,467.50
	SUDAS Type 2 Stabilization Seeding	2	AC	\$ 1,400.00	\$ 3,360.00	-		\$ -	-		\$ -
	SUDAS Type 5 Stabilization Seeding	12	AC	\$ 1,000.00	\$ 11,500.00	-		\$ -	-		\$ -
	SWPPP Management	1	LS	\$ 2,000.00	\$ 2,000.00	0.25		\$ 500.00	1		\$ 2,000.00
	Silt fence, installation, maintenance, and removal	2050	LF	\$ 1.75	\$ 3,587.50	-		\$ -	589		\$ 1,030.75
	Maintain and restore existing granular entrance drive	1	LS	\$ 3,500.00	\$ 3,500.00	-		\$ -	1		\$ 3,500.00
	Solid waste dumpster and collection	1	LS	\$ 500.00	\$ 500.00	-		\$ -	1		\$ 500.00
	Furnish and maintenance of portable restroom for duration of construction	1	LS	\$ 750.00	\$ 750.00	-		\$ -	1		\$ 750.00
	Concrete Washout	1	LS	\$ 100.00	\$ 100.00	-		\$ -	-		\$ -
	Install, maintain and remove temporary rock parking and storage area	1	LS	\$ 2,500.00	\$ 2,500.00	-		\$ -	1		\$ 2,500.00
	Trench backfill compacted to 95% standard proctor using 3/8" minus limestone	2592	CY	\$ 10.00	\$ 25,920.00	-		\$ -	0		\$ -
		TOTAL ORIGINAL CONTRACT = \$ 1,316,569.50				TOTAL		\$ 44,150.00	TOTAL		\$ 1,262,290.25
MISCELLANEOUS EXTRAS, CREDITS, OR STOCKPILED MATERIAL:											
	8" SDR-26	1	LS	\$ 13,436.80	\$ 13,436.80	-0.47		\$ (6,333.50)	0.00		\$ -
	10" SDR-26	1	LS	\$ 8,283.94	\$ 8,283.94	-0.04		\$ (371.94)	0.00		\$ -
	12" SDR-26	1	LS	\$ 23,803.22	\$ 23,803.22	-0.01		\$ (292.46)	0.00		\$ -
	15" SDR-26	1	LS	\$ 33,416.29	\$ 33,416.29	-		\$ -	0.00		\$ -
	10" DR-18 C900	1	LS	\$ 8,602.80	\$ 8,602.80	-0.40		\$ (3,466.80)	0.00		\$ -
	Services	1	LS	\$ 28,752.18	\$ 28,752.18	-0.39		\$ (11,299.30)	0.00		\$ -
	Manholes	1	LS	\$ 40,712.15	\$ 40,712.15	-0.48		\$ (19,632.57)	0.00		\$ -
	Interior Drop	1	LS	\$ 2,763.81	\$ 2,763.81	-0.34		\$ (939.46)	0.00		\$ -
	1" Clean	1	LS	\$ 14,879.23	\$ 14,879.23	-1.42		\$ (21,142.15)	0.00		\$ -
		TOTAL STOCKPILED = \$ 174,650.42				TOTAL		\$ (63,478.18)	TOTAL		\$ -
CHANGE ORDER SUMMARY:											
CO1.1	Sanitary sewer, trenched, 8", backfill with 95-98% compaction	-1,186	LF	\$ 95.00	\$ (112,670.00)	-		\$ -	-1,186		\$ (112,670.00)
CO1.2	Sanitary sewer, trenched, 8", backfill with 95-98% compaction	1,126	LF	\$ 80.00	\$ 90,080.00	778		\$ 62,240.00	1,126		\$ 90,080.00
CO1.3	Sanitary sewer, trenched PVC DR-18, 8", backfill with 95-98% compaction	-183	LF	\$ 125.00	\$ (22,875.00)	-		\$ -	-183		\$ (22,875.00)
CO1.4	Sanitary sewer, trenched PVC DR-18, 8", backfill with 95-98% compaction	183	LF	\$ 105.00	\$ 19,215.00	-		\$ -	183		\$ 19,215.00
CO1.5	Manhole, Sanitary Sewer SW-301, 48"dia.	5	EA	\$ (750.00)	\$ (3,750.00)	2		\$ (1,500.00)	5		\$ (3,750.00)
CO1.6	Internal drop connection, 8-inch	1	EA	\$ 2,000.00	\$ 2,000.00	-		\$ -	1		\$ 2,000.00
CO1.7	Manhole, Sanitary Sewer SW-301, 48"dia., Deduct	-24	VF	\$ 231.04	\$ (5,544.96)	-6		\$ (1,386.24)	-24		\$ (5,544.96)
CO1.8	Manhole, Sanitary Sewer SW-301, 48"dia., With Bolt Down Lid & Frame	12	EA	\$ 278.20	\$ 3,338.40	2		\$ 556.40	12		\$ 3,338.40
CO1.9	Trench backfill compacted to 95% standard proctor using 3/8" minus limestone	-2,592	CY	\$ 10.00	\$ (25,920.00)	-		\$ -	-		\$ -
		TOTAL CHANGE ORDERS = \$ (56,126.56)						\$ 59,910.16			\$ (30,206.56)
		TOTAL CONTRACT & CHANGE ORDERS \$ 1,260,442.94						\$ 40,581.98			\$ 1,232,083.69

City of Monticello, Iowa

RESOLUTION #

Approving Pay Request #6 to Roger Stephen, Re: Stephen Addition Trunk Sewer Project in the amount of \$28,407.38

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

WHEREAS, the Council entered into an agreement (the “Development Agreement”) with Roger Strephen (the “Developer”) with respect to the construction of a regional sanitary sewer improvement, from Kitty Creek extending westerly to South Main Street, in the City of Monticello, County of Jones, State of Iowa, with Resolution #2025-99 dated July 21, 2025 and

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

WHEREAS, Roger Stephen has submitted the sixth pay request in the amount of \$28,407.38, which has been reduced by the contractually agreed upon 30% retainer, and

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

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the sixth pay request from Roger Stephen in the amount of \$28,407.38, same reflecting the maintenance of a retainer in the cumulative amount of \$107,893.18.

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 16th day of February 2026.

Jake Ellwood, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 2/10/2026
Preparer: Jacob Oswald



Agenda Item: # 7
Agenda Date: 2/16/2026

Communication Page

Agenda Items Description: Resolution Approving Program Independent Contractor Agreement

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis:

The Parks and Recreation Department is requesting approval of a blanket Independent Program Contractor Agreement that staff can execute as new program opportunities arise. This request follows recent interest in offering a music program for children ages 2-4. Council previously approved a contractor agreement for the Growing Up Wild program—now rebranded as Nature Immersion—this past summer. Formalizing a blanket agreement will streamline the process for future programs while maintaining appropriate oversight and eliminating the need to return to Council for each new contract.

Background Information:

Over the few months, the department has expanded its use of specialized instructors to diversify programming and better serve residents. Staff have recently added Buti Yoga and explored partnerships with Kindermusik, the Rock Climbers Association, and BE Fitness & Yoga. Staff have also explored nature-based programming, externships with area teachers, sound therapy/healing and water aerobics. These relationships allow the department to introduce new expertise and unique experiences without increasing permanent staffing or long-term operational costs. Establishing a blanket agreement would allow staff to continue exploring and implementing programming across a variety of focus areas, including fitness, sports camps and clinics, arts and enrichment, and youth and adult programs.

To better understand industry standards, the department surveyed other Iowa Parks and Recreation Association (IPRA) members regarding their use of independent contractors. Results showed that 70% currently use independent contractors, 20% have used them in the past, and 10% are considering their use. Of those utilizing contractors, 60% process contracts administratively with no council approval required, 30% bring individual contracts to council for approval, and 10% operate under a council-approved blanket agreement used at staff discretion. The most common revenue sharing models reported were 80/20 or 70/30 splits, and insurance requirements varied, with 50% requiring contractors

to provide their own insurance, 40% not requiring it, and 10% indicating it depends on the program. These findings support the department's recommendation and demonstrate that a blanket agreement aligns with common practices across the state.

To support this approach, staff is seeking Council approval for a blanket Independent Program Contractor Agreement. Once approved, this agreement would serve as the standard document used when contracting with individuals to deliver specialty programs. Staff would be authorized to execute these contracts without returning to Council each time, provided the compensation remains under the \$5,000 spending authority granted to department heads.

Under the proposed arrangement, contractors would assume full responsibility for the design and delivery of their programs. This includes creating developmentally appropriate, high-quality curriculum, preparing lesson plans, and leading all scheduled sessions. Contractors would manage supplies, equipment, class preparation, and facility cleanup, ensuring a safe and positive experience for participants. Contractors would serve as the sole instructors and provide necessary materials unless otherwise agreed upon. Collaboration and communication with Parks and Recreation staff will remain essential to ensure alignment with department standards and community expectations.

Registration revenue for contracted programs will be shared at the discretion of the Parks and Recreation Department, with the contractor receiving no less than 50% and no more than 80% of total revenue. Should any future proposal fall outside this range, staff will return to Council for approval.

Staff Recommendation:

To approve the blanket Independent Program Contractor Agreement to streamline program development, reduce administrative delays, and expand recreational opportunities for families in the community.

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 create and oversee individual, specific and unique programs, focusing on environmental education and youth engagement, in order to expand Parks and Recreation program offerings, and

WHEREAS, the Parks and Recreation Department desires to hire a contractor(s) that will assume full responsibility for the program(s), including developing and delivering a high-quality curriculum, managing program logistics, and creating an engaging experience for participants. The registration revenue for contracted programs will be shared at the discretion of the Parks and Recreation Department, with the contractor receiving no less than 60% and no more than 80% of total revenue. The contractor is also responsible for the purchase of any equipment or supplies needed for the program unless otherwise agreed upon with the Parks and Recreation Department, 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 individuals to oversee individual, specific and unique programs, focusing on environmental education and youth engagement 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.

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 16th day of February, 2026.

Jake Ellwood, 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: _____ % Contractor / _____ % 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: _____

MINUTES TO PROVIDE FOR THE
PRIVATE PLACEMENT AND
ISSUANCE OF BONDS

435926-44

Monticello, Iowa

February 16, 2026

The City Council of the City of Monticello, Iowa, met on February 16, 2026, at 6:00 p.m. at the Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa.

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

Present: _____

Absent: _____.

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

Ayes: _____

Nays: _____.

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

RESOLUTION NO. _____

Resolution authorizing and approving a Loan Agreement, providing for the placement and issuance of \$520,000 General Obligation Sewer Equipment Bond, Series 2026A and providing for the levy of taxes to pay the same

WHEREAS, the City of Monticello (the "City"), in Jones County, State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, proposes to enter into a general obligation loan agreement (the "Loan 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 pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on January 5, 2026; and

WHEREAS, the City intends to issue \$520,000 General Obligation Sewer Equipment Bonds, Series 2026A (the "Bonds") in evidence of its obligation under the Loan Agreement and to place the Loan Agreement and the Bonds with a bank as lender; and

WHEREAS, upon due consideration and advice from the PFM Financial Advisors LLC (the "Municipal Advisor") the private placement proposal of F&M Bank, Monticello, Iowa (the "Lender"), is the best; and

WHEREAS, it is necessary at this time to approve the Loan Agreement and to make provision for the placement and issuance of the Bonds;

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

Section 1. The proposal from the Lender referred to in the preamble hereof is hereby accepted; the Loan Agreement and the Bonds are hereby awarded to the Lender at the price specified in such proposal; the Mayor and City Clerk are hereby authorized to execute such documents as may be necessary to accept such proposal on behalf of the City; and all action heretofore taken in this regard is hereby ratified and affirmed. The Bonds shall be dated as of the date of their delivery to the Lender and shall be payable as to both principal and interest in the manner hereinafter specified.

Section 2. The City shall enter into the Loan Agreement with the Lender, in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$520,000, for the purpose or purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 3. The Bonds are hereby authorized to be issued in evidence of the obligation of the City under the Loan Agreement, in the principal amount of \$520,000, to be dated the date of delivery to the Lender, such date anticipated to be March 4, 2026. The Bonds shall be initially issued as a single term bond (the "Bond") with final maturity on June 1, 2031, and with

mandatory periodic principal installments due on June 1 in each of the years and in such amounts as follows:

<u>Year</u>	<u>Principal Installment</u>
2027	\$91,000
2028	\$100,000
2029	\$105,000
2030	\$100,000
2031	\$114,000

Section 4. The City Clerk is hereby designated as the registrar and paying agent for the Note and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

Principal of the Bond shall bear interest at the rate of 4.50% per annum, from the dated date of the Bond or from the most recent date on which accrued interest has been paid, as hereinafter set forth. Interest on the Bond shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2026, and continuing to, and including, final maturity on June 1, 2031. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Payment of both principal of and interest on the Bond shall be made by wire or other means of electronic transfer of funds to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the payment date and shall be paid to the registered owner at the address shown on such registration books; provided, however, that the final installment of principal and interest shall be payable only upon presentation and surrender of the Bond to the Paying Agent.

The City reserves the right to optionally prepay principal of the Bond in whole or in part at any time prior to and in inverse order of maturity, on terms of par and accrued interest without notice or penalty. All principal so prepaid shall cease to bear interest on the date of prepayment.

The Bond shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be a fully registered Bond without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bond shall cease to be such officer before the delivery of the Bond, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bond shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. The Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of

transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner. The Bond shall be transferable by the registered owner only to (i) an affiliate of the registered owner, or (ii) banks, insurance companies or other financial institutions, or an affiliate thereof. Nothing herein shall be construed as a limitation on the right of the registered owner or its assignees to sell or assign participation interests in the Bond to one or more entities listed in clauses (i) and (ii) of the preceding sentence.

The record and identity of the owners of the Bond shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 5. The Bond shall be in substantially the following form:

(Form of Bond)

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

GENERAL OBLIGATION SEWER EQUIPMENT BOND, SERIES 2026A

No. 1		\$520,000
RATE	MATURITY DATE	BOND DATE
4.50%	June 1, 2031	March 4, 2026

The City of Monticello (the "City"), in Jones County, State of Iowa, for value received, promises to pay in the manner hereinafter provided to

F&M Bank,
Monticello, Iowa

or registered assigns, the principal sum of FIVE HUNDRED TWENTY THOUSAND DOLLARS, together with interest on the outstanding principal hereof from the date of this Bond, or from the most recent payment date on which interest has been paid, except as the provisions hereinafter set forth with respect to prepayment prior to maturity may be or become applicable hereto.

This Bond has been initially issued as a single term bond with final maturity on June 1, 2031, and with mandatory periodic principal installments due on June 1 in each of the years and in such amounts as follows:

<u>Year</u>	Principal <u>Installment</u>
2027	\$91,000
2028	\$100,000
2029	\$105,000
2030	\$100,000
2031	\$114,000

Principal of this Bond shall bear interest at the rate of 4.50% per annum, from the dated date of the Bond or from the most recent date on which accrued interest has been paid, as hereinafter set forth. Interest on the Bond shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2026, and continuing to, and including, final maturity on June 1, 2031. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Both principal of and interest on this Bond is payable to the registered owner appearing on the registration books of the City maintained by the City Clerk (hereinafter referred to as the "Registrar" or the "Paying Agent") at the close of business on the fifteenth day of the month next preceding the payment date in lawful money of the United States of America to the Registered Owner at the address shown on such registration books; provided, however, that the final installment of principal and interest will be payable only upon presentation and surrender of this Bond to the Paying Agent.

This Bond is issued by the City to evidence its obligation under a certain Loan Agreement dated as of the date hereof (the "Loan Agreement") entered into by the City for the purpose of paying the costs, to that extent, of acquiring a sewer jet/vac truck.

This Bond represents the entire series of General Obligation Sewer Equipment Bond, Series 2026A (the "Bonds"), issued pursuant to and in strict compliance with the provisions of Chapter 76 and Chapter 384 of the Code of Iowa, 2025, and all other laws amendatory thereof and supplemental thereto, and in conformity with the Resolution authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of this Bond (the "Resolution"), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of this Bond and the rights of the owner of this Bond.

The City reserves the right to optionally prepay principal of this Bond in whole or in part at any time prior to and in inverse order of maturity, on terms of par and accrued interest without notice or penalty. All principal so prepaid shall cease to bear interest on the date of prepayment.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Monticello, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of March 4, 2026.

CITY OF MONTICELLO, IOWA

By (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Clerk
Registration Date: March 4, 2026

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	- as tenants in common	UTMA _____ (Custodian)
TEN ENT	- as tenants by the entireties	As Custodian for _____ (Minor)
JT TEN	- as joint tenants with right of survivorship and not as tenants in common	under Uniform Transfers to Minors Act _____ (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____,
Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment
must correspond with the name of the registered
owner as it appears on this Bond in every
particular, without alteration or enlargement or
any change whatever.

Section 6. It is anticipated that closing of the borrowing transaction contemplated herein will be on or around March 4, 2026, provided, however, that execution of the Bond and the Loan Agreement shall be undertaken as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration and delivery to or upon the direction of the Lender, upon receipt of the loan proceeds (the "Loan Proceeds"), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects. To the extent that the date of closing needs to be adjusted, the City staff, with advice from the Municipal Advisor and Bond Counsel to the City, is hereby authorized to make such adjustment and to modify the transaction documents accordingly.

Section 7. The Loan Proceeds shall be used to pay the costs of the Acquisition and costs of issuance of the Bond. Any Loan Proceeds remaining after the full payment of such costs shall be deposited in the Debt Service Fund and used to pay principal of and interest on the Bond as the same become due. The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 8. For the purpose of providing the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bond as the same become due, there is hereby ordered a levied on all the taxable property in the City, the following direct annual tax for the collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2026, sufficient to produce the net annual sum of \$120,055;

For collection in the fiscal year beginning July 1, 2027, sufficient to produce the net annual sum of \$119,305;

For collection in the fiscal year beginning July 1, 2028, sufficient to produce the net annual sum of \$119,805;

For collection in the fiscal year beginning July 1, 2029, sufficient to produce the net annual sum of \$120,080; and

For collection in the fiscal year beginning July 1, 2030, sufficient to produce the net annual sum of \$119,130.

Section 9. A certified copy of this resolution shall be filed with the County Auditor of Jones County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bond hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bond remains outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose may be appropriated, budgeted and, if received, used for the payment of the principal of

and interest on the Bond as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 8 of this Resolution shall be reduced by the amount of such alternate funds as have been appropriated for such purpose, and evidenced in the City's budget. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds to the sum thus advanced.

Section 10. It is the intention of the City that interest on the Bond be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bond will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Bond as a "Qualified Tax Exempt Obligation" as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 11. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 12. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved on February 16, 2026.

Mayor

Attest:

City Clerk

• • •

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

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
JONES COUNTY
CITY OF MONTICELLO

I, the undersigned, City Clerk of the City of Monticello, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution entitled "Resolution authorizing and approving a Loan Agreement, providing for the placement and issuance of \$520,000 General Obligation Sewer Equipment Bond, Series 2026A and providing for the levy of taxes to pay the same," and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement, to issue the Bonds or to levy the taxes to pay the principal thereof and interest thereon.

City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

JONES COUNTY

I, the undersigned, County Auditor of Jones County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2026, the City Clerk of the City of Monticello filed in my office a certified copy of a resolution of the City shown to have been adopted by the City Council and approved by the Mayor thereof on February 16, 2026, entitled: "Resolution authorizing and approving a Loan Agreement, providing for the placement and issuance of \$520,000 General Obligation Sewer Equipment Bond, Series 2026A and providing for the levy of taxes to pay the same," and that I have duly placed the copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2026, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2026.

County Auditor

City Council Meeting
Prep. Date: 2/11/2026
Preparer: Britt Smith



Agenda Item: # 9
Agenda Date: 2/16/2026

Communication Page

Agenda Items Description: **Resolution** to approve entering into a purchase agreement with Tree Town Kennels for the purchase and training of a police canine.

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

Attachments & Enclosures:

Contract

Invoice

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Approve the contract and invoice with Tree Town Kennels for the purchase and training of a police canine for the Monticello Police Department.

Background Information: As presented at the last regular council meeting, I am formally requesting Council approval to proceed in entering into a contract with Tree Town Kennels for the purchase and training of a police canine. The total price for the canine and the training is \$17,000. The Police Department was awarded a grant through Dogs for Law Enforcement which covers the cost of the canine, this amount is \$7,000. We are then only required to pay the portion for the training, which is \$10,000. A canine has been located and is being shipped to Tree Town Kennels this week. The canine will begin his training with Officer Shannon being partnered with him for their month long training program beginning on March 9th. This training will last until April 3rd where he will become a certified canine and handler team and begin working in the community.

Staff Recommendation: I recommend that the Council consider and approve the attached contract.

City of Monticello, Iowa

RESOLUTION #

Accepting a canine donated by Dogs for Law Enforcement (DLE) and approving a purchase agreement with Tree Town Consultants LLC (AKA Tree Town Kennels LLC) for the training of a police canine

WHEREAS, the City Council has agreed to accept a dual-purpose police dog that will be donated by Dogs for Law Enforcement (DLE) and will be trained in narcotic detection (cocaine, heroin, methamphetamine, ecstasy, and marijuana), and

WHEREAS, the City Council has reviewed the Purchase Agreement submitted by Tree Town Consultants LLC (AKA Tree Town Kennels LLC) in the amount of \$10,000.00 related to the training of a dual-purpose police dog and handler course by Tree Town Kennels LLC, and

WHEREAS, the Council acknowledges the dual-purpose police dog will be donated by Dogs for Law Enforcement (DLE) and the Police Department will fundraise to cover the costs for training and future care of the canine, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve to accept a dual-purpose police dog that will be donated by Dogs for Law Enforcement (DLE) and will be trained in narcotic detection (cocaine, heroin, methamphetamine, ecstasy, and marijuana) and to approve the Purchase Agreement submitted by Tree Town Consultants LLC (AKA Tree Town Kennels LLC) in the amount of \$10,000.00 related to the training of a dual-purpose police dog and handler course by Tree Town Kennels LLC.

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 16th day February, 2026.

Jake Ellwood, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

GENERAL CONTRACT FOR SERVICES

This Contract for Services is made effective as of February 9th, 2026, by and between the Monticello Police Department, 201 E. South St., Monticello, IA 52310 and Tree Town Consultants LLC (AKA Tree Town Kennels LLC) of 3140 Reed Ave, Forest City, IA 50436.

1. DESCRIPTION OF SERVICES. Beginning on February 9th, 2026, Tree Town Kennels LLC will provide the Monticello Police Department with the following services (collectively, the "Services"):

1. Training of a dual-purpose police dog and handler course by Tree Town Kennels LLC. This dual-purpose police dog will be donated by Dogs for Law Enforcement (DLE) will be trained in narcotic detection (cocaine, heroin, methamphetamine, ecstasy, and marijuana (if chosen)), building search, tracking, handler protection, and article location. The handler of this dual-purpose canine will be offered a 200-hour basic, dual-purpose canine handler's course in narcotic detection (cocaine, heroin, methamphetamine, ecstasy and marijuana (if chosen)), building search, tracking, handler protection, and article location.

2. PAYMENT. Payment shall be made in full to Tree Town Kennels LLC, Forest City, IA 50436 in the amount of \$10,000.00 due prior to the dog being released to the Monticello Police Department

Monticello Police Department shall pay all costs of collection, including, without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if the Monticello Police Department fails to pay for the Services when due, Tree Town Kennels LLC has the option to treat such failure to pay as a material breach of this contract and may cancel this contract and/or seek legal remedies.

3. TERM. This contract will terminate automatically on April 15th, 2026.

4. CONFIDENTIALITY. Tree Town Kennels LLC, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Tree Town Kennels LLC, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Monticello Police Department. Tree Town Kennels LLC and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this contract. Any oral or written waiver by the Monticello Police Department of these confidentiality obligations which allows Tree Town Kennels LLC to disclose the Monticello Police Department confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Upon termination of this Contract, Tree Town Kennels LLC will return to the Monticello Police Department all records, notes, documentation and other items that were used, created, or controlled by Tree Town Kennels LLC during the term of this Contract.

5. INDEMNIFICATION. Tree Town Kennels LLC agrees to indemnify and hold the Monticello Police Department harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Monticello Police Department that result from the acts or omissions of Tree Town Kennels LLC and/or Tree Town Kennels LLC's employees, agents, or representatives.

6. WARRANTY. Dogs for Law Enforcement (DLE) will cover the health warranty of the dog to include the 3-year health warranty for genetic defects and 3-year health warranty of the hips, elbows and spine, and the 1-year workability warranty of said dog.

Warranty conditions become null and void for the following conditions:

1. Failure to meet minimal standard of training at 16hrs per month.
2. Failure to provide heartworm testing at 6 months from the date the department takes possession of the canine as well as routine preventative testing and treatment as directed by a licensed veterinarian. Heartworm testing must be performed at 6 months to guarantee the conditions of this warranty.

7. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make the required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

8. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 90 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

9. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence,

orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

10. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

11. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

12. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

13. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

14. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Iowa.

15. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

17. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

18. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written; Chief Britt Smith, Monticello Police Department, 201 E. South St., Monticello, IA 52310, and Andrew Klein, Owner for Tree Town Kennels LLC, effective as of the date first above written.

Service Recipient:
Monticello Police Department

By: _____
Chief Britt Smith,
Monticello Police Department

Service Provider:
Tree Town Kennels LLC

By:  2-9-26

Andrew Klein Co-owner/President Tree Town Kennels

Tree Town Kennels LLC

3140 Reed Ave. Forest City, IA 50436

Bill to: Monticello Police Department
201 E. South St.
Monticello, IA 52310

2-9-26



Please make checks payable to: Tree Town Kennels LLC

City Council Meeting
Prep. Date: 2/12/2026
Preparer: Sally Hinrichsen



Agenda Item: # 10
Agenda Date: 2/16/2026

Communication Page

Agenda Items Description: **Resolution** scheduling Public Hearing on the City of Monticello FY 2025/2026 Budget Amendment #1 for March 2, 2026

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

Attachments & Enclosures:

Proposed Resolution

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Proposed Amendment #1 to FY '2026 Budget .

Background Information: Every year, generally once or twice, we amend the budget to conform to actual revenue and expense. Expenses are more important than revenue from an amendment process, however, we attempt to recognize new/unanticipated revenues as well as expenditures not planned or anticipated at budget creation.

All we are doing tonight is scheduling the public hearing to consider the proposed budget amendments. Staff will provide a more detailed analysis of the proposed amendments between now and the next meeting. Notice will be published in the Express as required by the Iowa Code.

Staff Recommendation: It is recommended that the Council approve the proposed resolution scheduling public hearing on the proposed FY '26 budget amendments #1 for March 2, 2026 at 6:00 p.m.

City of Monticello, Iowa

RESOLUTION #

Scheduling Public Hearing on City of Monticello Fiscal Year 2025/2026 budget amendment #1 for March 2, 2026 at 6:00 p.m.

WHEREAS, The Iowa Code requires that prior to a budget Program will exceed the amount originally budgeted for that Program that the City of Monticello hold a Public Hearing on all proposed budget amendments for the 2025/2026 fiscal year, prior to the final approval of same, and

WHEREAS, Notice of the Public Hearing must be published at least four but no more than twenty days prior to the Public Hearing, and

WHEREAS, Notice shall be published in the Monticello Express, scheduling Public Hearing for the 2nd day of March, 2026 at 6:00 P.M. in the City Council Chambers at the Mary Lovell LeVan Renaissance Center, Monticello, Iowa, and

WHEREAS, The City Clerk is instructed to see to the publication of the appropriate Notice in the Monticello Express, consistent with the above dictates, so that the Public Hearing may be held as scheduled herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby schedule Public Hearing on the proposed 2025/2026 budget amendment for the 2nd day of March, 2026 at 6:00 p.m. to be held in the City Council Chambers at the Mary Lovell LeVan Renaissance Center in Monticello, Iowa.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 16th day of February, 2026.

Jake Ellwood, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 2/5/2026
Preparer: Britt Smith



Agenda Item: # 11
Agenda Date: 2/16/2026

Communication Page

Agenda Items Description: DISCUSSION with possible MOTION to support the receipt and placement of a harm reduction vending machine.

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: To consider the City of Monticello receiving a FREE harm reduction vending machine and working with private property owner Becky Cooper to place the machine in a public access location on her property which makes harm reduction tools available to the public free of charge.

Background Information: As part of a Nation-Wide Lawsuit against opioid manufacturers, distributors, and retailers accused of their role in the opioid overdose epidemic, a settlement was reached in the amount of 1.48 billion dollars. These funds were collected and then allocated to each state's Health and Human Services Department which then made them available to local governments in an effort to combat opioid abuse. Jones County was a recipient of those funds and has utilized them to support the work of the Area Substance Abuse Council (ASAC) within Jones County. Additionally, the funds were used to purchase a harm reduction vending machine, most commonly known as a Narcan vending machine. The first vending machine was placed at the Jones County Courthouse and has been in operation for almost 1-year. While Narcan is the most prevalent item in the vending machine, it also contains other harm reduction items like sharps containers for properly disposing of used needles, first aid items like wound care kits, locking prescription vials, and condoms. While it has seen regular use, there is no conclusive data to suggest that the items within the vending machine have provided a benefit to the community. One of the complaints regarding the machine is that it is only accessible during daytime hours on normal business days. The best intent was to have the machine in a more accessible location available all hours of the day and night and not in an area with a high "government presence".

Recently, the Jones County Board of Supervisors during budget meeting had a discussion on ideas for the use of the remaining \$172,000 that they are currently in possession of. Since a harm reduction vending machine was placed in Anamosa at the Courthouse, it was suggested that a second unit could be purchased and placed in Monticello since these opioid settlement funds are expected to impact the entire area of Jones County and not be limited to one portion of the service area. The recent Monticello Express article in which our discussion has been generated from, suggested that Monticello

is experiencing an increase in opioid-related overdoses and that the Jones County Sheriff's Office was proposing utilizing County budget dollars to intervene and place a Narcan vending machine in Monticello. This discussion was taken out of context and inaccurately reported. The reality is that opioid abuse is very low in Monticello, however it has not avoided us entirely. In the past 5 years, the Monticello Police Department has responded to and investigated two opioid related deaths. The subjects involved in these deaths were not local to Monticello, nor obtained their opioids from someone in Monticello. These victims experienced opioid addiction prior to relocating to this community. The ties these victims maintained with their previous associations in other communities is what continued to foster their addiction. Our instances are not abnormally high but we do border two counties that do have higher than average numbers for opioid related deaths. We are not completely immune to the epidemic but can still boast a lower than average rate of opioid related incidents.

While our lower than average rates may suggest that no action is necessary, it is impossible to completely deny that we have been impacted. While it would not cause us to utilize our existing budgetary dollars, the presence of the opioid settlement funds raises the question should those funds be used proactively here in Monticello?

These funds were allocated and provided to local government in an attempt to reduce and prevent deaths. I am not proposing this opportunity based upon the metrics of the research that suggests this type of available harm reduction vending machine reduces those deaths, I am simply proposing a discussion regarding the opportunity the Council has before them. I am fully aware of the arguments FOR and AGAINST this type of program as well as the PROS and CONS of the image this sends regarding our community. Regardless of the belief that addiction is a choice or disease, the consequences of that act has the possibility of death, and the true question is are we obligated to believing that this will prevent a death or are we obligated to believing that this would enable further illicit actions?

I have initiated discussions with Becky Cooper, who owns the property at 417 East First Street. Becky is understanding of the situation and supportive of providing this service to the community. Becky would be asked to supply electricity to the machine and her on-site security camera system would provide protection of the machine in an extreme case of vandalism. The entire purchase price of the machine will be covered by the Jones County Board of Supervisors and regular restocking will be the responsibility of the Department of Public Health.

If after discussion, the Council approves moving forward with implementing a harm reduction vending machine, I will approach the Jones County Board of Supervisors who will review and vote to approve the use of the funding. The Board of Supervisors would be responsible for purchasing and delivering the harm reduction vending machine to the designated location.

I have included the attached picture of the "harm reduction vending machine" as an example of the machine we would potentially receive. All of the items are free of charge but are dispensed similar to that of a vending machine. The machine would be climate controlled to maintain the medication in a safe operating range.



Staff Recommendation: I recommend that the Council discuss and make a determination on moving forward.

City Council Meeting
Prep. Date: 02/11/2026
Preparer: Russell Farnum



Agenda Item: # 12
Agenda Date: 02/16/2026

Communication Page

Agenda Items Description: Request to Waive Fee for Community Center

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: Outlaw Entertainment wishes to provide a family game day event, with free admission and open to the public, at the Community Center on March 24.

The sponsors would have two jumbo screen TV's for group video gaming, giant Jenga, cornhole, four square and other games.

Sponsors are in charge of set up, tear down and clean up. This event will be a great occasion for the citizens of our community.

Staff Recommendation:

Approval is recommended.

Outlaws Mobile Entertainment Community Building Proposal

January 27th, 2026

Outlaws Mobile Entertainment is asking for the usage of the Monticello Community Building for a Family Friendly Game afternoon that will be open to all of the community for free.

Outlaws has done previous free community events, including a previous family night in the same location during the past holidays. This event will allow anyone who wishes to participate to come in and have some fun while the weather is not so friendly outside. Activities that will be offered for everyone will be usage of two jumbo size screens for team video gaming, as well as other family fun games like cornhole, giant Jenga, and Four Square.

The preliminary date would be on March 14th with the games starting at approximately 4 PM. Access would need to be for only that date. Time usage in the building would be a two-hour set up time, starting at 2 PM, then a clean up time after the activities to 6 PM. Care of the facility will be absolutely maintained as the two parties, John Monk and Molli Hunter, both are familiar with cleaning off the premises. One being a previous contractor for janitorial services, and the other being the current. Also noted that our history of utilizing this facility in the past without having any incidents warranting negative marks.

This singular event is meant to be an all-inclusive activity, allowing access to those no matter their age or their financial limitations. Enjoying a family experience in a warm and clean facility, with all of their friends and neighbors around. We wish to help give back to our community all the love that they continue to show.

Thank you for your time,

Molli Hunter

And John Monk (Outlaws Mobile Entertainment)