

City of Monticello, Iowa

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Monticello City Council Meeting October 5, 2026 at 6:00 p.m.

Posted October 1, 2026 at 4:45 PM

Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa

Mayor ProTem: Scott Brighton

City Council:

At Large: Candy Langerman

At Large: Mary Phelan

At Large: Josh Brenneman

At Large: Dave Goedken

At Large: Ben Duehr

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

September 21, 2026

Approval of Payroll

October 1, 2026

Approval of Claims List

Approval of Hy Vee Class E alcohol license

Approval of La Hacienda Mexican Restaurant alcohol license

Hearing and possible action on Vicious Dog:

1. **Hearing on appeal** to a vicious dog appeal and possible action / direction

Public Hearings:

2. **Public Hearing** on proposed Development Agreement between the City of Monticello and BMR Investment LLC
3. **Resolution** approving proposed Development Agreement between the City of Monticello and BMR Investment LLC (Tyler Freye, Monticello Family Vet Clinic)
4. **Public Hearing** on the annexation and proposed Re-Zoning of Lot 1 of Brad Stephen's 3rd Addition, also known as 1321 South Main Street to M-1 Light Manufacturing
5. **Public Hearing** taking action on the proposal to enter into a General Fund Equipment Financing Agreement
6. **Resolution** approving and authorizing a General Fund Equipment Financing Agreement with payments thereunder in a principal amount not to exceed \$30,000

Resolutions:

7. **Resolution** Approving Plat of Survey to Parcels 2026-60, 2026-61, 2026-62
8. **Resolution** Approving Plat of Survey to Parcel 2026-63
9. **Resolution** Approving Plat of Survey to Parcel 2026-64
10. **Resolution** Approving the Preliminary and Final Plat of Baumann Jacobs 1st Addition, Jones County, Iowa, all in Jones County, Iowa
11. **Resolution** Addition, Jones County, Iowa, all in Jones County, Iowa 2nd Addition, Jones County, Iowa, all in Jones County, Iowa
12. **Resolution** Approving the issuance of a one-time payment for an employee's back pay for Full-Time Certified Police Officer and approve wage
13. **Resolution** Approving Change Order Request #2 in the increased not to exceed amount of \$8,046.00, as submitted by Ground Line Company, LLC related to the 6th Street Ditch Restoration Project
14. **Resolution** Approving Pay Request #2 to Ground Line Company, LLC., Re: 6th Street Ditch Restoration Project in the amount of \$78,208.49
15. **Resolution** Approving Public Works building door replacement in the amount of \$7,470.79

Ordinances:

16. **Ordinance** amending the Code of Ordinances of the City of Monticello, Iowa, by Amending Provisions Pertaining to Chapter 99, Section 01, Related to “Sewer Service Charges Required” – 3rd and final reading

Reports / Potential Actions:

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

Work Sessions:

28. Work Session on Mayor Appointment and directing staff on how to proceed

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

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

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

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

Topic: October 5, 2026 Council Meeting

Time: Oct 5, 2026 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87546820908>

Meeting ID: 875 4682 0908

One tap mobile

+13017158592,,87546820908# US (Washington DC)

+13052241968,,87546820908# US

Join by SIP

• 87546820908@zoomcrc.com

Join instructions

https://us02web.zoom.us/join/87546820908?signature=DDpnFXj8v_yxsexNzXMhk_nZFOVd4gWCpCOjjfZFFZ4

“This employer is an equal opportunity provider & employer”

Regular Council Meeting
September 21, 2026, 6:00 P.M.
Community Media Center

Mayor Pro Tem Scott Brighton called the meeting to order. Council present were: Candy Langerman, Mary Phelan, Ben Duehr, Dave Goedken and Josh Brenneman. Also present were City Clerk Sally Hinrichsen, Public Works Director Nick Kahler, Ambulance Director Lori Lynch, Park & Rec Director Jacob Oswald, and Water/ Wastewater Superintendent Jim Tjaden. City Administrator Russ Farnum joined electronically. 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, removing change order # 2 for the 6th Street Ditch Project resolution. Langerman seconded, roll call was unanimous.

Council asked the candidates interested in being Mayor to fill the vacancy term to give a short presentation, answering the five questions agreed to at the last meeting. Mayor Pro Tem Brighton read candidate Tom Yeoman’s written responses, as he was unable to attend due to a prior commitment. Candidates Shannon Poe, Cory Reyner and Brian Wolken each gave their presentation. No action was taken.

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

Phelan moved to approve Resolution #2026-130 Approving FY 2025-2026 Annual Financial Report. Langerman seconded. Roll call was unanimous.

Schwickerath reported the contractor is on schedule, however the rainy weather could cause delays. Langerman moved to approve Resolution #2026-131 Approving Change Order Request #1 in the increased not to exceed amount of \$3,383.00, as submitted by Ground Line Company, LLC related to 6th Street Ditch Restoration Project. Brenneman seconded. Roll call was unanimous.

Goedken moved to approve Resolution #2026-132 Approving Pay Request #1 to Ground Line Company, LLC. RE: 6th Street Ditch Restoration Project in the amount of \$93,301.55. Phelan seconded. Roll call was unanimous.

Tjaden reviewed the change orders with the Council and advised the change order could cause a 7-day delay, however contractor is looking at November 1st for completion. Goedken moved to approve Resolution #2026-133 Approving Change Order Request #8 in the increased not to exceed amount of \$28,709.33 as submitted by Bill Bruce Builders related to the Monticello Wastewater Treatment Plant Improvements. Duehr seconded. Roll call was unanimous.

Goedken moved to approve Resolution #2026-134 Approving Pay Request #28 to Bill Bruce Builders, Inc., Re: Wastewater Treatment Plant Improvement Project in the amount of \$279,989.70. Phelan seconded. Roll call was unanimous.

Regular Council Meeting
September 21, 2026

Phelan moved to approve Resolution #2026-135 to fix a date for a public hearing on proposal to enter into a General Fund Equipment Financing Agreement with payments thereunder in an amount not exceed \$30,000. Duehr seconded. Roll call was unanimous. Public Hearing will be held on October 5, 2026 at 6:00 P.M.

Goedken moved to approve Resolution #2026-136 promoting a Monticello Ambulance Paramedic to Lead Paramedic and setting wage. Brenneman seconded. Roll call was unanimous.

Brenneman moved to approve Resolution #2026-137 Authorizing the Mayor, Mayor Pro Tem, City Administrator or City Clerk to sign all documents related to the USDA Rural Development bond, grant, and interim private funding to move forward with the Waste Water Treatment Facility Project. Duehr seconded. Roll call was unanimous.

Phelan moved Ordinance #792 amending the Code of Ordinances of the City of Monticello, Iowa, by amending Provisions Pertaining to Chapter 99, Section 01, Related to "Sewer Service Charges Required, second reading in title only. Brenneman seconded, roll call unanimous.

Council, City Engineer, Department heads gave updates on projects and activities happening in their departments. Kahler stated leaf pickup will begin October 5th.

Brighton stated Farnum contacted engineer Lindsey Beaman regarding the Family Vet Clinic sewer installation. The Family Vet Clinic has minimal water usage. After reviewing the information provided, Council was okay with the sewer connection. No action was taken.

Council held a work session on possible regulations on electric bikes and scooters. No action was taken.

Council held a work session on Mayor appointment selection. Brighton suggested the Council contact residents, staff and other constituents. At the October 5th meeting, Council will hold a work session to review and the appointment would be at the October 19th Council meeting. No action was taken.

Brenneman moved to adjourn at 7:08 P.M.

Scott Brighton, Mayor Pro Tem

Sally Hinrichsen, City Clerk/Treasurer

PAYROLL - OCTOBER 1, 2026

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	September 12 - 25, 2026				
Christian Bell	\$ 588.90	\$ -	0.00	0.00	\$ 447.42
Erlin Bell	318.00	-	0.00	0.00	273.67
Brian Bronemann	188.60	-	0.00	0.00	159.31
Jamie Coleman	2,461.60	-	0.00	12.00	1,926.61
Quinn Hansen	1,662.08	-	0.00	0.00	1,264.81
Mason Hanson	255.28	-	0.00	0.00	180.62
Sonya Johnson	137.20	-	0.00	0.00	115.88
Jayna Koffron	356.16	-	0.00	0.00	300.84
Lori Lynch	3,581.98	-	0.00	0.00	2,390.40
Coletta Matson	2,507.20	-	0.00	0.00	1,753.35
Chloe Mogensen	877.52	-	0.00	0.00	594.40
Mandy Norton	202.90	-	0.00	0.00	171.38
Cory Reyner	704.20	-	0.00	0.00	594.80
Hunter Schmidt	362.40	-	0.00	0.00	306.10
Shirlee Scott	2,416.00	-	0.00	0.00	1,791.90
Reggie Welter	472.70	-	0.00	0.00	399.27
Cora Wheeler	2,099.20	-	0.00	6.75	1,570.41
TOTAL AMBULANCE	\$ 19,191.92	\$ -	0.00	18.75	\$ 14,241.17
CEMETERY	September 12 - 25, 2026				
Griffin Brokaw	\$ 38.13	\$ -	0.00	0.00	\$ 35.22
Dan McDonald	2,291.20	-	0.00	0.00	1,425.87
TOTAL CEMETERY	\$ 2,329.33	\$ -	0.00	0.00	\$ 1,461.09
CITY HALL	September 12 - 25, 2026				
Cheryl Clark	\$ 2,497.26	\$ 11.65	3.00	33.75	\$ 1,767.75
Russ Farnum	3,757.69	-	0.00	0.00	2,593.32
Sally Hinrichsen	3,447.97	-	0.00	0.00	2,310.88
Nanci Tuel	2,365.60	-	0.00	0.00	1,495.39
TOTAL CITY HALL	\$ 12,068.52	\$ 11.65	3.00	33.75	\$ 8,167.34
FIRE					
Drew Haag	\$ 125.00	\$ -	0.00	0.00	\$ 115.44
Nick Kahler	166.67	-	0.00	0.00	140.78
Billy Norton	208.33	-	0.00	0.00	175.96
Tiler Streets	125.00	-	0.00	0.00	115.44
TOTAL FIRE	\$ 625.00	\$ -	0.00	0.00	\$ 547.62
LIBRARY	September 12 - 25, 2026				
Faith Brehm	\$ 2,048.41	\$ -	0.00	0.00	\$ 1,562.43
Molli Hunter	1,536.80	-	0.00	0.00	1,236.07
Penny Schmit	1,844.00	-	0.00	0.00	1,292.90
TOTAL LIBRARY	\$ 5,429.21	\$ -	0.00	0.00	\$ 4,091.40
MBC	September 12 - 25, 2026				
Milo Breitbach	\$ 1,836.54	\$ -	0.00	0.00	\$ 1,411.44
Kara Burrack	1,468.81	-	0.00	0.00	1,264.05
Jacob Oswald	2,760.42	-	0.00	0.00	2,033.64
TOTAL MBC	\$ 6,065.77	\$ -	0.00	0.00	\$ 4,709.13

PAYROLL - OCTOBER 1, 2026

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
POLICE	September 12 - 25, 2026				
Dawn Graver	\$ 782.32	\$ -	0.00	0.00	\$ 660.79
Erik Honda	3,042.40	-	0.00	0.00	2,241.99
Jordan Koos	3,460.64	-	0.00	0.00	2,382.40
Cole Millard	3,305.46	111.42	0.00	0.00	2,153.73
Johnny Norwood	2,987.04	-	0.00	0.00	1,748.41
Keanan Shannon	3,410.76	-	0.00	10.00	2,211.43
Britt Smith	3,871.46	-	0.00	0.00	2,874.11
Madonna Staner	2,020.80	-	0.00	0.00	1,510.08
Brian Tate	3,639.72	-	0.00	0.00	2,392.01
TOTAL POLICE	\$ 26,520.60	\$ 111.42	0.00	10.00	\$ 18,174.95
ROAD USE	September 12 - 25, 2026				
Zeb Bowser	\$ 2,251.20	\$ -	0.00	3.75	\$ 1,630.33
Jacob Gravel	2,251.20	-	3.00	3.75	1,700.23
Nick Kahler	2,784.96	-	0.00	0.00	2,040.99
Jasper Scott	2,251.20	-	0.00	0.00	1,683.35
TOTAL ROAD USE	\$ 9,538.56	\$ -	3.00	7.50	\$ 7,054.90
SEWER	September 12 - 25, 2026				
Jim Tjaden	\$ 3,180.41	\$ -	0.00	0.00	\$ 2,203.37
TOTAL SEWER	\$ 3,180.41	\$ -	0.00	0.00	\$ 2,203.37
WATER	September 12 - 25, 2026				
Scott Hagen	\$ 2,472.80	\$ -	7.50	21.75	\$ 1,847.65
Josh Willms	2,312.80	-	1.50	31.50	1,551.03
TOTAL WATER	\$ 4,785.60	\$ -	9.00	53.25	\$ 3,398.68
TOTAL - ALL DEPTS.	\$ 89,734.92	\$ 123.07	15.00	123.25	\$ 64,049.65

Report Criteria:
[Report].Due Date = 10/06/2026

Name	Description	Invoice Amount
POLICE LEGAL SCIENCES INC.	PD OFFICER TRAINING	854.00
AT&T MOBILITY	PD TELEPHONE	153.97
MEDIACOM	PD TELEPHONE	23.41
Total 001-110: Police		1,031.38
THEODORE KRAUS	RU STREETLIGHT REPAIRS	221.87
ALLIANT ENERGY-IES	WELTER DRIVE STREETLIGHTS	142.73
Total 001-230: Streetlights		364.60
BAILEY BRENNEMAN	POOL PRIVATE LESSONS	637.50
BRYNN SCHMIT	POOL PRIVATE LESSONS	506.25
EMMA J SCHWENDINGER	POOL PRIVATE LESSONS	1,518.75
JILL FLYNN	POOL PRIVATE LESSONS	600.00
JONES CO ENVIRONMENTAL SERVICE	POOL ANNUAL INSPECTION	445.50
KATHERINE STADTMUELLER	POOL PRIVATE LESSONS	468.75
LACIE R KOPPE	POOL PRIVATE LESSONS	412.50
MACEY BURLAGE	POOL PRIVATE LESSONS	468.75
SAMANTHA RUCHTI	POOL PRIVATE LESSONS	281.25
STELLA FLYNN	POOL PRIVATE LESSONS	187.50
Total 001-440: Pool		5,526.75
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	49.98
Total 001-498: Soldiers Memorial		49.98
SNYDER & ASSOCIATES INC	ENGINEERING FEES	2,596.00
Total 001-640: Engineer		2,596.00
LYNCH DALLAS P.C.	ATTORNEY FEES	160.00
Total 001-641: Attorney		160.00
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	99.96
AMERICAN LEGION POST 209	CH GROUNDS SUPPLIES	74.00
KIM SUAREZ	ADMIN AUDITORIUM DEPOSIT REFU	500.00
NANCI TUEL	ADMIN AFLAC REFUND	67.86
PEGGY GREEN	ADMIN REFUND	500.00
OHNWARD BANK & TRUST	ADMIN OFFICE SUPPLIES	1.00
OHNWARD BANK & TRUST	ADMIN OFFICE SUPPLIES	20.00
Total 001-650: Administration		1,262.82
KELLI CERRUTO	MBC ADULT PROGRAMMING	40.00
JOHN DEERE FINANCIAL	MBC GROUNDS SUPPLIES	79.60
JOHN DEERE FINANCIAL	MBC GROUNDS SUPPLIES	35.97
SPAHN & ROSE LUMBER CO INC	MBC GROUNDS SUPPLIES	45.12
CASCADE LUMBER CO	MBC EDGER RENTAL	148.00
KENDRA OSWALD	MBC VOLLEYBALL SHIRTS	1,320.00
MELISSA A PAULSEN OBERBRECKLING	MBC LEAGUE EXPENSE - CAFE SPA	300.00

Name	Description	Invoice Amount
Total 005-430: Parks & Rec		1,968.69
ASCENDANCE TRUCKS LLC	FIRE VEHICLE REPAIR/MAINT	374.22
BRIAN CROWLEY	FIRE VEHICLE REPAIR/MAINT	97.32
JOHN DEERE FINANCIAL	FIRE VEHICLE REPAIR/MAINT	78.94
AT&T MOBILITY	FIRE TABLET	24.77
CME SHINE AUTO DETAILING LLC	FIRE SUPPLIES	63.79
SPAHN & ROSE LUMBER CO INC	FIRE SUPPLIES	55.04
WELTER STORAGE EQUIP CO. INC.	FIRE WHITE FOLDING TABLES	600.00
BUSINESS RADIO SALES & SERVICE	FIRE RADIO SUPPLIES	1,545.00
Total 015-150: Fire		2,839.08
AT&T MOBILITY	AMB TELEPHONE	81.32
MEDIACOM	AMB TELEPHONE	23.41
LYNCH DALLAS P.C.	AMB ATTORNEY FEES	780.00
PHYSICIAN'S CLAIM COMPANY	AMB BILLING FEES	4,290.98
PHYSICIAN'S CLAIM COMPANY	AMB BILLING FEES	3,075.27
PHYSICIAN'S CLAIM COMPANY	AMB BILLING FEES	1,761.71
UNITY POINT HEALTH	AMB PHARMACY SUPPLIES	404.47
UNITY POINT HEALTH	AMB PHARMACY SUPPLIES	356.19
UNITY POINT HEALTH	AMB PHARMACY SUPPLIES	493.70
UNITY POINT HEALTH	AMB PHARMACY SUPPLIES	937.35
BOUND TREE MEDICAL LLC	AMB MEDICAL SUPPLIES	1,486.70
BOUND TREE MEDICAL LLC	AMB MEDICAL SUPPLIES	37.99
BOUND TREE MEDICAL LLC	AMB MEDICAL SUPPLIES	137.97
BOUND TREE MEDICAL LLC	AMB MEDICAL SUPPLIES	42.50
LIFE-ASSIST INC	AMB MEDICAL SUPPLIES	203.75
UNITY POINT HEALTH	AMB MEDICAL SUPPLIES	1,204.49
UNITY POINT HEALTH	AMB MEDICAL SUPPLIES	397.02
Total 016-160: Ambulance		15,714.82
FAREWAY STORES #840-1	LIB IMP PROGRAMS/PROMOTIONS	54.98
NANCI TUEL	LIB IMP PROGRAMS	30.00
PREMIER FURNITURE AND EQUIPMENT, LLC	OTHER CAPITAL EQUIPMENT	4,983.78
Total 030-410: Library Improvement		5,068.76
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	49.99
MICRO MARKETING LLC	LIB BOOKS	22.40
MICRO MARKETING LLC	LIB BOOKS	42.10
Total 041-410: Library		114.49
DUBUQUELAND DOOR CO.	AIRPORT BLDG REPAIR/MAINT	1,675.00
MONTICELLO AVIATION INC	AIRPORT GROUNDS SUPPLIES	492.03
ALLIANT ENERGY-IES	20373 HWY 38 AIRPORT	92.75
ALLIANT ENERGY-IES	20373 HWY 38 AIRPORT - TERMINAL	329.07
ALLIANT ENERGY-IES	20373 HWY 38 AIRPORT	35.82
ALLIANT ENERGY-IES	AIRPORT ELECTRIC	64.01
ALLIANT ENERGY-IES	20373 HWY 38 AIRPORT	316.47
MONTICELLO AVIATION INC	AIRPORT MANAGER	2,887.50
Total 046-280: Airport		5,892.65

Name	Description	Invoice Amount
SPAHN & ROSE LUMBER CO INC	RU BLDG REPAIR/MAINT	97.87-
BRIAN CROWLEY	RU EQUIP REPAIR/MAINT	121.77
BRIAN CROWLEY	RU EQUIP REPAIR/MAINT	70.00
LAPORTE MOTOR SUPPLY	RU EQUIP REPAIR/MAINT	25.94
ROBERT P CLAUSSEN	RU EQUIP REPAIR/MAINT	1,975.00
AT&T MOBILITY	RU TABLET	32.11
AT&T MOBILITY	RU INTERNET FOR TRAFFIC LIGHTS	75.54
CASCADE COMMUNICATIONS CO	RU UTILITY SERVICES	89.00
KROMMINGA MOTORS INC	RU EQUIPMENT RENTAL	250.00
CONCRETE POLYFIX INC	RU STREET MAINTENANCE CONTRA	1,000.00
KLUESNER CONSTRUCTION INC.	RU STREET MAINTENANCE CONTRA	10,880.00
L.L. PELLING CO	RU STREET MAINTENANCE CONTRA	88,522.40
GME SHINE AUTO DETAILING LLC	RU SUPPLIES	31.90
JOHN DEERE FINANCIAL	RU SUPPLIES	51.97
LAPORTE MOTOR SUPPLY	RU SUPPLIES	33.60
Total 110-210: Road Use		101,061.36
UMB BANK N.A.	DEBT 2025 GO BOND FEES	600.00
Total 200-710: Debt Service		600.00
LYNCH DALLAS P.C.	CAP IMP SIXTH STREET DITCH PRO	160.00
SNYDER & ASSOCIATES INC	SIXTH STREET DITCH PROJECT	19,267.28
Total 332-865: Sixth Street Ditch		19,427.28
IOWA DEPT OF NATURAL RESOURCES	WATER DUES - PERMIT #3987	120.00
FREES MOTORS INC	WATER EQUIP REPAIR/MAINT	970.53
AT&T MOBILITY	WATER TABLET & HOTSPOT	59.54
DON GEHL	WATER OVERPAYMENT REFUND	25.00
KODY & JESSICA MILES	WATER OVERPAYMENT REFUND	50.00
HAWKINS WATER TREATMENT	WATER SYSTEM	412.34
KLUESNER CONSTRUCTION INC.	WATER SYSTEM	18,845.54
Total 600-810: Water		20,482.95
CITY OF MONTICELLO	WATER DEPOSIT REFUND - HESKJE	75.48
CITY OF MONTICELLO	WATER DEPOSIT REFUND - JOHNSO	50.00
CITY OF MONTICELLO	WATER DEPOSIT REFUND - KENT	50.00
CITY OF MONTICELLO	WATER DEPOSIT REFUND - SHARP	150.00
CITY OF MONTICELLO	WATER DEPOSIT REFUND - BRONE	112.96
CITY OF MONTICELLO	WATER DEPOSIT REFUND - EASTON	150.00
CITY OF MONTICELLO	WATER DEPOSIT REFUND - LARRIM	50.00
CITY OF MONTICELLO	WATER DEPOSIT REFUND - WHITFO	50.00
CITY OF MONTICELLO	WATER DEPOSIT REFUND - RODRIG	50.00
CITY OF MONTICELLO	WATER DEPOSIT REFUND - HANSSE	15.00
CITY OF MONTICELLO	WATER DEPOSIT REFUND - SMITH	50.00
LYDIA HESJKE	WATER DEPOSIT REFUND	74.52
RYAN BRONEMANN	WATER DEPOSIT REFUND	37.04
Total 602-810: Water Deposits		915.00
KRAUS KUSTOM BUILDERS	SEWER BLDG REPAIR/MAINT	510.00
CASCADE COMMUNICATIONS CO	SEWER UTILITIES	99.00
JOHN DEERE FINANCIAL	SEWER SUPPLIES	12.99
JOHN DEERE FINANCIAL	SEWER SUPPLIES	9.99

Name	Description	Invoice Amount
JOHN DEERE FINANCIAL	SEWER SUPPLIES	9.98
FAREWAY STORES #840-1	SEWER LAB SUPPLIES	27.70
HAWKINS WATER TREATMENT	SEWER SYSTEM	1,912.50
THEODORE KRAUS	SEWER SYSTEM	412.50
Total 610-815: Sewer		2,994.66
REPUBLIC SERVICES #897	RESIDENTIAL RECYCLING	9,603.88
REPUBLIC SERVICES #897	RESIDENTIAL GARBAGE	22,690.16
Total 670-840: Sanitation		32,294.04
EXPRESS SIGN & LOGO LLC	YARD WASTE SITE SIGNAGE	127.96
ALLIANT ENERGY-IES	22411 BUSINESS HWY 151	34.61
Total 675-840: Yard Waste		162.57
Total :		220,527.88
Grand Totals:		220,527.88

Report Criteria:

[Report].Due Date = 10/06/2026

City Council Meeting
Prep. Date: 9/21/2026
Preparer: Britt Smith



Agenda Item: # 1
Agenda Date: 10/5/2026

Communication Page

Agenda Items Description: Hearing and possible action/direction for an appeal to a vicious dog determination.

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: Hearing and possible action on the appeal of the determination of a vicious dog.

Background Information

On September 9th, 2026 at 7:12pm the Monticello Police Department was notified of a dog attack that occurred to a subject in the 300 block of North Farley Street. It was reported that Brandon Hunter was riding his motorcycle in the 300 block of North Farley Street when Frank, a white Pyrenees owned by Bradley Conrad who resides at 309 North Cedar Street, was unrestrained and as Hunter drove by on his motorcycle, ran out into the street and bit Hunter in the rear thigh. We have had no complaints or incidents involving Frank's behavior in the past.



As per the Code, an animal, running at large that has attacked, clawed or bitten a person while running at large is defined as a vicious animal. No Person shall keep a vicious animal. It is the duty of the Police Department to issue an Order to Remove said vicious animal from the City of Monticello. This order was served to Conrad . As per our ordinance, an appeal process is afforded to the animal owner. Conrad has submitted in writing a letter of appeal requesting the Council provide him with a variance to the ordinance.

56.01 DEFINITIONS.

6. **"Vicious animal" means any animal, except for a dangerous animal as listed above, that has attacked, bitten or clawed a person while running at large and the attack was unprovoked,** or any animal that has exhibited vicious tendencies in present or past conduct, including such that said animal: (i) has bitten or clawed a person or persons on two separate occasions within a 12-month period; or (ii) did bite or claw once causing injuries above the shoulders of a person; or (iii) could not be controlled or restrained by the owner at the time of the attack to prevent the occurrence; or (iv) has attacked any domestic animal or fowl on three separate occasions within a 12-month period.

56.03 KEEPING OF VICIOUS ANIMALS PROHIBITED.

No person shall keep, shelter, or harbor for any reason within the City a vicious animal except in the following circumstances:

1. Animals under the control of a law enforcement or military agency.
2. The keeping of guard dogs; however, guard dogs must be kept within a structure or fixed enclosure at all times, and any guard dog found at large may be processed as a vicious animal pursuant to the provisions of this chapter. Any premises guarded by a guard dog shall be prominently posted with a sign containing the wording "Guard Dog," "Vicious Dog" or words of similar import, and the owner of such premises shall inform the Mayor or peace officer that a guard dog is on duty at said premises.

56.04 SEIZURE, IMPOUNDMENT AND DISPOSITION

2. Upon the complaint of any individual that a person is keeping, sheltering or harboring a dangerous animal or vicious animal on premises in the City, the Mayor or peace officer shall cause the matter to be investigated and if after investigation, **the facts indicate that the person named in the complaint is keeping, sheltering or harboring a dangerous or vicious animal in the City, the Mayor or peace officer shall order the person named in the complaint to safely remove such animal from the City or destroy the animal within three days of the receipt of such an order.** Such order shall be contained in a notice to remove the dangerous or vicious animal, which notice shall be given in writing to the person keeping, sheltering, or harboring the dangerous animal or vicious animal, and shall be served personally or by certified mail. Such order and notice to remove the dangerous animal or vicious animal shall not be required where such animal has previously caused serious physical harm or death to any person, in which case the Mayor or peace officer shall cause the animal to be immediately seized and impounded or killed if seizure and impoundment are not possible without risk of serious physical harm or death to any person.

3. **The order to remove a dangerous animal or vicious animal issued by the Mayor or peace officer may be appealed to the Council.** In order to appeal such order, written notice of appeal must be filed with the Clerk within three days after receipt of the order contained in the notice to remove the dangerous or vicious animal. Failure to file such written notice of appeal shall constitute a waiver of the right to appeal the order of the Mayor or peace officer.

4. **The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the Clerk. The hearing of such appeal shall be scheduled within seven days of the receipt of the notice of appeal.** The hearing may be continued for good cause. After such hearing, the Council may affirm or reverse the order of the Mayor or peace officer.

Such determination shall be contained in a written decision and shall be filed with the Clerk within three days after the hearing or any continued session thereof.

5. If the Council affirms the action of the Mayor or peace officer, the Council shall order in its written decision that the person owning, sheltering, harboring or keeping such dangerous or vicious animal remove such animal from the City or destroy it. The decision and order shall immediately be served upon the person against whom rendered in the same manner as the notice of removal. If the original order of the Mayor or peace officer is not appealed and is not complied with within three days or the order of the Council after appeal is not complied with within three days of its issuance, the Mayor or peace officer is authorized to seize, impound or destroy such dangerous or vicious animal. Failure to comply with an order of the Mayor or peace officer issued pursuant to this chapter and not appealed (or of the Council after appeal) constitutes a simple misdemeanor.

Staff Recommendation: It has been common with previous instances that the Council consider any attempts the owner has made, or is willing to make, to reduce the risk of another event from occurring and to determine if the animal could remain in the City of Monticello. Additional options that have been implemented in the past is an assessment from a licensed dog trainer who can provide input on the temperament and likelihood of a repeat incident. Evaluating the owner's appeal to the abatement, I recommend that the Council consider the options and provide staff and the animal owner with direction moving forward.

City Council Meeting Prep. Date: 10/01/2026 Preparer: Russell Farnum		Agenda Item: #2-3 Agenda Date: 10/05/2026
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Communication Page

Agenda Items Description: Freye Veterinarian Clinic – Public Hearing and Adoption of Development Agreement

Type of Action Requested: Resolution

Attachments & Enclosures:

Resolution

Development Agreement and Exhibits

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: After much work on this issue the City is ready to proceed with approval of the development agreement for the Vet Clinic constructed in the Stephen subdivision.

This project was not fully completed at the assessment from January 2025, which at the time was \$1.4 million. After completion, the full new assessment has been determined to be \$1.9M, although the owners are asking for that to be reconsidered.

Due to that concern the minimum value is set at \$1.4M for purposes of this agreement, but the tax rebates would be based upon the actual taxes paid on the property. The value in the minimum value is simply used as a baseline, with the owner agreeing that the property will not be assessed at less than that amount.

The proposed agreement calls for a 10-year rebate, 100% for the first five years, and reducing thereafter in 10% increments for the following 5 years. The net rebate over that ten-year period cannot exceed \$450,000. This is similar to other agreements that have been approved for this level of investment in the community. It also reflects the value of the expansion of local businesses to the benefit of Monticello.

Annexation and zoning will be separate actions by the Council.

Concerns about solid waste have been addressed.

Recommendation: Approval is recommended.

RESOLUTION NO.

**Approving Development Agreement between City of Monticello
and BMR Investments LLC (Tyler Freye, Monticello Family Vet Clinic)**

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

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

WHEREAS, the City proposes to enter into an agreement (the “Development Agreement”) with BMR Investments LLC (Tyler Freye, Monticello Family Vet Clinic) (the “Developer”) with respect to the construction of a 2,800 square foot Vet Clinic on 1321 South Main Street in the City of Monticello, County of Jones, State of Iowa, and

WHEREAS, the Development Agreement would provide financial incentives to the Developer in the form of incremental property tax payments rebates to the Developer under the authority of Section 403.9(1) of the Code of Iowa, rebating a portion of real estate taxes paid for a number of years, and

WHEREAS, the City Council scheduled a public hearing on the proposed Development Agreement for tonight’s meeting, October 5, 2026 at 6:00 p.m., and

WHEREAS, The City Council has held the public hearing as scheduled.

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Monticello, Iowa, on this 5th day of October, 2026, by the approval of this Resolution, does hereby approve the proposed Development Agreement and incentives offered therein.

IN TESTIMONY WHEREOF, I have hereunto
subscribed my name and caused the Great Seal of the City
of Monticello, Iowa to be affixed hereto. Done this 5th
day of October, 2026.

Scott Brighton, Mayor Pro Tem

Attest: _____
Sally Hinrichsen, City Clerk/Treasurer

09-30-2026

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Monticello, Iowa (the “City”), and BMR Investments LLC (the “Owner”) as of the 5th day of October, 2026.

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 a Veterinary Clinic (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, grants, 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, provide local option sales tax proceeds, and provide necessary supplies and services to the community’s agricultural economic base.
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 Development Agreement.

NOW THEREFORE, the parties hereto agree as follows:

A. Owner Covenants

1. The Owner agrees to acquire the Property and agrees to construct (or cause to be constructed) 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 certify to the City by no later than October 15th of each year during the Term, as hereinafter defined, commencing October 15, 2026¹, 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;
- (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” which is agreed to total \$25,000, 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”.

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

¹ The Owner’s Certification by October 15, 2026 will allow the City Clerk to include the amount estimated to be due for FY ‘28 in the TIF Certification due by 12/1/2026. The Certification will allow the City to receive necessary increment for payments to the Owner in FY ‘28 (July 1, 2027 to June 30, 2028).

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.

4. Minimum Assessment Agreement. The Owner agrees to enter into an “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 One Million Four Hundred Thousand Dollars (\$1,400,000), hereafter referenced as the “Minimum Assessed Valuation” as of January 1, 2026, 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 incompleteness of the Project. The Assessment Agreement shall remain in effect throughout the Term of this Agreement, as hereinafter defined.

5. 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:

- A. Failure by the Owner to own and maintain the Project pursuant to the terms and conditions of this Agreement.
- B. Failure by the Owner to fully and timely remit payment of property taxes when due and owing.
- C. Failure by the Owner to maintain a use of the property for “veterinary clinic” or similar purpose.
- D. Failure of the Owner to comply with Sections A(1) through A(5) of this Agreement.

In the event of a default the City shall provide written notice to the Owner, describing the default and the steps necessary to remedy or cure the 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 default or to provide adequate assurances to the City that the Default will be cured on a schedule that is agreeable to the City. If the Owner fails to cure the default or provide assurances, the City shall then be authorized to:

- i. Pursue any action available to it, at law or in equity, in order to enforce the terms of this agreement.
- ii. 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 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 Payments shall not exceed \$450,000 (The “Maximum Payment Total”), and all payments under this Agreement shall be subject to annual appropriation by the City Council, as further described herein.

It is estimated the Project, for purposes of this Agreement, was valued on the tax rolls as of January 1, 2026. Based thereon, the first tax payment for the fully-assessed Project would be made in September, 2027. 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, 2027 and continuing thereafter until all semi-annual payments have been made or until such earlier time as the aggregate amount of Total Payments (as hereinafter defined) made under this Agreement equals \$450,000. 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, calculated as prescribed herein, 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). The Annual Percentages shall be as follows:

FY 2027-2028: 100%
FY 2028-2029: 100%
FY 2029-2030: 100%
FY 2030-2031: 100%
FY 2031-2032: 100%
FY 2032-2033: 90%
FY 2033-2034: 80%
FY 2034-2035: 70%
FY 2035-2036: 60%
FY 2036-2037: 50%

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, 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.

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 successors and assigns of the parties.

3. Term: The term of this agreement shall commence on the Commencement Date and end after payment of the anticipated 20 semi-annual payments or on such earlier date upon which the aggregate sum of Payments made to the Company 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.

CITY OF MONTICELLO, IOWA

By _____
Scott Brighton, Mayor Pro-Tem

Attest:

Sally Hinrichsen, City Clerk

By _____
Tyler Freye, Owner of BMR Investments LLC

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:

BEGINNING at the Northeast Corner of Parcel 2005-173, in accordance with the Plat thereof Recorded in Plat Book Q at Page 121 of the Records of the Jones County Recorder's Office; Thence N89°34'49"W, along the North Line of said Parcel 2005-173, a distance of 435.60 feet, to the Northwest Corner thereof, and a Point on the Easterly Right-of-Way Line of South Main Street (U.S. Business 151); Thence N02°51'45"W, along said Easterly Right-of-Way Line, 200.36 feet; Thence S89°34'49"E, 435.60 feet; Thence S02°51'45"E, 200.36 feet, to the POINT OF BEGINNING. Said Rezoning Parcel #2 contains 2.00 Acres, and is subject to easements and restrictions of record.

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 (prior to January 1, 2026) \$ 25,000
- 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 = \$ _____ (TIF Estimate)
- 7) Property Tax Credits \$ _____
- 8) TIF Estimate (6) less Property Tax Credits (7) \$ _____ (Owner's Estimate)

**Preparer Info: City of Monticello, 200 E. 1st Street, Monticello, IA 52310; Phone:
319.465.3577**

ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of the ____th day of _____, 2026, by and among the City of Monticello, Iowa (the “City”), BMR Investments LLC (the “Owner”), and the County Assessor of Jones County (the “Assessor”).

WITNESSETH

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

WHEREAS, a development agreement (the “Development Agreement”), dated October 5, 2026, has been executed between the City and the Owner with respect to the construction of a veterinary clinic (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 as of January 1, 2026, 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, 2026 the minimum actual value which shall be assessed for the Property, considering the improvements to be constructed thereon, shall be One Million Four Hundred Thousand and no/100 (\$1,400,000.00) 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, 2026, and throughout the term of this Agreement, regardless of the actual degree of completion or incompleteness 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. (The “Term”)
5. Nothing herein shall be deemed to waive the Owner’s rights under Section 403.6(19) Code of Iowa, (2019) 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. All lienholders shall have signed consents to this Assessment Agreement, which consents are attached hereto and made a part hereof.
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 ____ day of _____, 2026.

City of Monticello, Iowa

Scott Brighton, Mayor Pro-Tem

Attest:

Sally Hinrichsen, City Clerk

Signed and dated this ____ day of _____, 2026.

Tyler Freye, Owner of BMR Investments
LLC

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:

BEGINNING at the Northeast Corner of Parcel 2005-173, in accordance with the Plat thereof Recorded in Plat Book Q at Page 121 of the Records of the Jones County Recorder's Office; Thence N89°34'49"W, along the North Line of said Parcel 2005-173, a distance of 435.60 feet, to the Northwest Corner thereof, and a Point on the Easterly Right-of-Way Line of South Main Street (U.S. Business 151); Thence N02°51'45"W, along said Easterly Right-of-Way Line, 200.36 feet; Thence S89°34'49"E, 435.60 feet; Thence S02°51'45"E, 200.36 feet, to the POINT OF BEGINNING. Said Rezoning Parcel #2 contains 2.00 Acres, and is subject to easements and restrictions of record.

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 \$ 1,250,000.00.
 - 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, 2023, shall be not less than One Million Four Hundred Thousand Dollars (\$1,400,000) 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

City Council Meeting
Prep. Date: 09/30/2026
Preparer: Russell Farnum



Agenda Item: # 4
Agenda Date: 10/05/2026

Communication Page

Agenda Items Description: Public Hearing on Request to Rezone Lot 1 Brad Stephen's 3rd Addition to M-1 Light Industrial

Type of Action Requested: Public Hearing

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: Tyler Freye, owner of BMR Investments, owns Lot One of Brad Stephen's 3rd Addition, located at South Main Street. The property is in process of being annexed and will need to be classified in an appropriate zoning district.

After review of the codes and the use of the property, the M-1 Light Industrial zoning seems most appropriate. This was anticipated as part of the annexation of the surrounding Stephen property and conforms to adjacent and planned zoning and land uses.

At the September 21 Council meeting, a public hearing was set for this meeting on October 5. Notice of the hearing has been published according to law.

Background:

This is an existing veterinary clinic that was recently constructed under County jurisdiction while the City worked through extension of sanitary sewer to the property. That has been completed and the property is connected to water and sewer, and it is time to properly annex the property and apply appropriate zoning.

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

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

The existing development is a complement to the development in the surrounding area, and will have a positive effect upon property values in this area.

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

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

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

High quality development is always desirable for the public. This location provides unique and highly desirable ag-related veterinary services to livestock farmers in the region, with an easy-to-access site, making it a gain to the public with no offsetting impact upon the individual owners in the surrounding areas.

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

The lot is large enough to easily support the proposed development without being out of character with the surrounding character.

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

This criteria is somewhat irrelevant as the zoning would be applied upon annexation, and it is in an area of new development.

Recommendation:

Zoning the property M-1, Light Industrial, was recommended by the Planning and Zoning Commission by a 5-0 vote. However, only the public hearing is recommended at this time, as the property is not yet annexed. Council may approve the zoning at the October 19 meeting, following anticipated approval of the annexation.

City Council Meeting
Prep. Date: 9/17/2026
Preparer: Britt Smith



Agenda Item: # 5-6
Agenda Date: 10/05/2026

Communication Page

Agenda Items Description: Resolution to approve the purchase of new Tasers from Axon.

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: Approval of an agreement with Axon for the purchase of new Tasers for the Police Department.

Background Information:

At the conclusion of the fiscal year, I always perform an evaluation of our financial position and evaluate where our budget shortfalls were or if there was a surplus and what projects might have been missed. In doing so, I discovered a surplus for FY '26 that I would like to propose a utilization for.

Our original FY '26 budget was \$789,074, with a final expenditure of \$746,910,200. This left a budget surplus of \$42,163.95. Of this remaining amount, \$34,934.43 was attributed to personnel expenses (Admin Wage, Police Officers Wages, Admin Asst. Wage, Overtime) that we did not expend. These line items are generally always factored as the highest case scenario of our projected needs to cover the maximum payouts we could expect to have for wages, overtime, and other various time off benefits. If you reduce our overall surplus by the amount specifically identified for wages, we had an operational surplus of \$7,229.52. This amount doesn't come from one single line item, but over several operational line items that we ran under budget on.

One of the reasons for the surplus is that I did not make any equipment purchases identified for Tasers as I had originally proposed during the FY '26 budget cycle. During last fiscal year's budget planning I had planned to purchase 1 new replacement Taser, for a contract fee of \$1,500, which we did not pursue. The additional acquisition of replacing a single Taser with our current equipment became less of a priority.

Minor Equipment

**FY '26 Budget
\$12,000**

**FY '25 Budget
\$12,000**

- Uniforms \$3,000
 - Replacement Shirts, Pants, Boots, Duty Gear, \$430 per officer annually, not guaranteed, we do not operate with a uniform allowance.
- Body Worn Cameras \$3,000
 - Our current equipment has been discontinued by the manufacturer. They have redesigned their equipment and restructured their pricing format to a subscription based fee.
 - We will need to purchase a minimum of 3 body worn cameras with an annual fee of \$2,500.
- Ballistic Vests \$2,400
 - 5-year replacement cycle \$1,200 each, will need 2 for FY '26
- Taser Contract \$1,500

At this point, I am proposing to the Council the opportunity to utilize this surplus to revamp our entire line of Department Tasers. Like our body and car camera systems, our tasers are also a fairly substantial system to update and stay current with, so utilizing opportunities like these ensure we stay current on our improvements without springing substantial costs on the Council when we aren't in a position to offer opportunities to pay for them.

The Department currently has 5 Tasers, some of which are shared by officers and exchanged each shift, and some are individually assigned. Two of the units are Taser 7's, which are approximately 6 years old, but from an operational perspective they are current models still in production today, they are just out of the warranty period and have technically exceeded their recommended manufacturers' operational life expectancy. These two units are shared between the two shifts, one is exchanged between the dayshift, and one is exchanged between night shifts.

The 3 remaining tasers are all x26p models and range from 8 to 13 years in age. These units are also far outside their warranty period and have more than exceeded the manufacturers' operational life expectancy. They are individually issued to Sergeant Tate, SRO Honda, and me. The x26p is no longer being manufactured and we are unable to provide service for them if they are to malfunction, meaning we would be required to replace them with the Taser 7 model when we have failures. While we acknowledge that we operate them outside of their manufacturers recommended operational period, we are now to the point that we are running on borrowed time.

I want to stress that ALL of our units' function within the manufacturer's specifications are dependable units suitable for our operations. But that dependability and liability for their guaranteed functional operation continues to diminish every day. That is the risk management portion of the position that I am forced to evaluate daily.

Because of our systems, and the opportunity our FY '26 budget has presented, I would like to be able to remove these three units from service and replace them with 3 new Taser 7's to implement a standardized platform for all of our staff. Similar to our 5-body camera purchase, I would like to continue to utilize shared units for our staff that report daily to the office so that they can be checked out for use, as well as distribute 3 units to our staff that have a high expectancy to deploy from places other than our office. This would be for our K-9 officer who would have an expectation to deploy from his residence, our School Resource Officer who deploys to a variety of buildings and school functions, and myself who routinely deploys directly from my residence.

In my consultation with Axon, we have 2 options for our update.

Option #1: This is my preference and allows us to restart with units that fall within the manufacturers recommended operational life cycle. Proposal 1 is that while the two existing Taser 7's we have in operation are still functional, they be traded in for two updated units and start with 5 new fully warrantied Taser 7 models. Similar to the body cameras, Taser utilizes a 5-year contract to purchase the units which helps spread the higher cost over 5 years. **To purchase 5 new Taser 7's, our annual cost would be \$5,664.00 per year.** At the completion of the 5-year contract, we will own them outright and continue to utilize them for as long as they remain operational. With our FY '26 surplus, we would have the necessary funds to cover the first year of the contract and then build the annual amounts into the subsequent budgets.

Option #2: This option reduces the number of NEW units we will acquire to 3, but still allows us to have 5 total units. We will acquire 3 new full warranty units and retain the 2 Taser 7's that we currently have. **To purchase 3 new Taser 7's, our annual cost would be \$4,650.00.** It is my belief that the option to only purchase 3 units instead of 5 is not economical considering the price difference is only \$1,000 to receive 2 new units with full warranty.

I am hopeful that the budgetary surplus from FY '26 is recognized and that the Council allows me to proceed with this project. If approved, I would return at the next council meeting with a formal quote for approval.

Staff Recommendation: I recommend that the Council consider the options and provide staff with direction.

MINUTES FOR HEARING ON AND
APPROVAL OF FINANCING
AGREEMENT

Monticello, Iowa

October 5, 2026

The City Council of the City of Monticello, Iowa, met on October 5, 2026, at 6:00 p.m., at the Monticello Renaissance Center, Monticello, Iowa.

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

Present: _____

Absent: _____.

This being the time and place specified for taking action on the proposal to enter into a General Fund Equipment Financing Agreement, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor Pro Tem called for any written or oral objections, and there were none. There being no further objections or comments, the Mayor Pro Tem announced that the hearing was closed.

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

Ayes: _____ -

Nays: _____.

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

RESOLUTION NO.

Resolution approving and authorizing a General Fund Equipment Financing Agreement with payments thereunder in a principal amount not to exceed \$30,000

WHEREAS, pursuant to the provisions of Section 364.4 of the Code of Iowa, the City of Monticello (the “City”), in Jones County, State of Iowa proposes to contract indebtedness and enter into a General Fund Equipment Financing Agreement (the “Financing Agreement”) with payments thereunder in a principal amount not to exceed \$30,000, for the purpose of paying the cost, to that extent, of acquiring taser equipment for use by the municipal police department, and has held a public hearing thereon on October 5, 2026; and

WHEREAS, it is now necessary to authorize and approve the Financing Agreement;

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

Section 1. The Financing Agreement with Axon Enterprise, Inc. (“Axon”), as laid out in a quote prepared by Axon dated September 29, 2026, as presented to and considered by this Council and containing substantially the same terms and provisions set forth therein, is hereby approved, and the Mayor Pro Tem and City Clerk are hereby authorized and directed to make such changes thereto as they, with the advice of legal counsel, deem necessary and to execute and deliver the Financing Agreement and to execute any and all other documents and do any and all things deemed necessary in order to accomplish the purposes of the Financing Agreement and this resolution.

Section 2. The City Council hereby covenants to appropriate to the General Fund, during the term of the Financing Agreement, sufficient funds to make payments due under the Financing Agreement, as such payments become due, in an aggregate amount not to exceed \$30,000. The City hereby pledges the General Fund of the City for the full and prompt payment of the Financing Agreement. Payments shall be made as set forth in the Financing Agreement. In compliance with Section 384.24A of the Code of Iowa, it is hereby found that the maximum annual payments owed under the Financing Agreement, plus any corresponding maximum annual debt service amounts owed on other currently outstanding obligations secured exclusively with the General Fund of the City, does not exceed 10% of the last certified General Fund budget of the City.

Section 3. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved October 5, 2026.

Scott Brighton, Mayor Pro Tem

Attest:

Sally Hinrichsen, City Clerk

• • • •

On motion and vote, the meeting adjourned.

Scott Brighton, Mayor Pro Tem

Attest:

Sally Hinrichsen, City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF JONES
CITY OF MONTICELLO

SS:

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to the hearing on and approval of a certain Financing Agreement.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Financing Agreement.

WITNESS MY HAND this _____ day of _____, 2026.

Sally Hinrichsen, City Clerk



Axon Enterprise, Inc.

17800 N 85th St, Scottsdale, Arizona 85255, United States
VAT: 86-0741227
Domestic: (800) 978-2737 | International: +1 800.978.2737

Q-917598-004

Acct: 148593

Issued
Expires
Payment Terms
Mode of Delivery

Sep 29, 2026
Oct 6, 2026
N30
AUTO-GND

Monticello Police Department - IA

Currency: USD

CUSTOMER DETAILS

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Monticello Police Department - IA 201 E South St Monticello, IA 52310-1919 USA	Monticello Police Department - IA 201 E South St Monticello, IA 52310-1919 USA	Kelsey Hall Email: khall@axon.com	Britt Smith Phone: (319) 465-3526 Email: britt@ci.monticello.ia.us

QUOTE SUMMARY

Program Length	60 Months
Contract Start	Dec 15, 2026
Contract End	Dec 14, 2031
TOTAL CONTRACT	
Net Total	\$28,323.00
Est. Tax	\$0.00
Total Contract Value	\$28,323.00

DISCOUNT SUMMARY

MSRP	\$36,041.77
Total Savings	\$7,718.77

PAYMENT SUMMARY

DATE	SUBTOTAL	EST. TAX	TOTAL
Nov 15, 2026	\$5,664.60	\$0.00	\$5,664.60
Nov 15, 2027	\$5,664.60	\$0.00	\$5,664.60
Nov 15, 2028	\$5,664.60	\$0.00	\$5,664.60
Nov 15, 2029	\$5,664.60	\$0.00	\$5,664.60
Nov 15, 2030	\$5,664.60	\$0.00	\$5,664.60
Total	\$28,323.00	\$0.00	\$28,323.00

SUMMARY PRICING FOR TERM

ITEM	DESCRIPTION	QTY	TERM (START)	UNBUNDLED	LIST PRICE	NET PRICE	SUBTOTAL	EST. TAX	TOTAL
CEW									
C00027	Bundle - TASER 7 Certification Add-on	2	60 (12/2026)	\$41.70	\$32.50	\$32.50	\$3,900.00	\$0.00	\$3,900.00
C00018	Bundle - TASER 7 Certification	5	60 (12/2026)	\$103.46	\$85.58	\$81.41	\$24,423.00	\$0.00	\$24,423.00
							SUBTOTAL	EST. TAX	TOTAL
Total							\$28,323.00	\$0.00	\$28,323.00



Axon Enterprise, Inc.

Doc ID: 2a9c6c94bd76

Tax estimates are approximate and subject to change at time of invoicing.

DELIVERY SCHEDULE

ESTIMATED SHIPPING DATE: Nov 15, 2026		
Shipping Location: 201 E South St, Monticello, IA, 52310-1919, USA		
HARDWARE		QTY
71019	Axon Body - Dock Powercord - North America	1
70033	Axon Body - Dock Wall Mount - Bracket Assembly	1
20018	Axon TASER - Battery Pack - Tactical	6
100591	Axon TASER - Cleaning Kit	1
74200	Axon TASER - Dock - Six-Bay Plus Core	1
80087	Axon TASER - Target - Conductive Professional Ruggedized	1
80090	Axon TASER - Target Frame - Professional 27.5 in X 75 in	1
22178	Axon TASER 7 - Cartridge - Halt Close Quart NS	14
22177	Axon TASER 7 - Cartridge - Halt Standoff NS	14
22181	Axon TASER 7 - Cartridge - Inert Close Quart (12-Degree) NS	7
22179	Axon TASER 7 - Cartridge - Inert Standoff (3.5-Degree) NS	7
22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	35
22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	35
20008	Axon TASER 7 - Handle - High VIS Grn Laser Class 3R Ylw	5
20063	Axon TASER 7 - Holster - Safariland RH	5
100623	Enhanced Hook-and-Loop Training (Halt) Suit (V2)	1
SERVICES		QTY
20246	Axon TASER 7 - Replacement Access Program - Duty Cartridge	7
WARRANTIES		QTY
80374	Axon TASER - Ext Warranty - Battery Pack T7/T10	6
80396	Axon TASER - Ext Warranty - Dock Six-Bay T7/T10	1
80395	Axon TASER 7 - Ext Warranty - Handle	5
ESTIMATED SHIPPING DATE: Dec 15, 2026		
Shipping Location: 201 E South St, Monticello, IA, 52310-1919, USA		
SOFTWARE		QTY
101180	Axon TASER - Data Science Program	7
20248	Axon TASER - Evidence.Com License	8
SERVICES		QTY
101193	Axon TASER - On Demand Certification	7
ESTIMATED SHIPPING DATE: Nov 15, 2027		
Shipping Location: 201 E South St, Monticello, IA, 52310-1919, USA		
HARDWARE		QTY
22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	14
22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	14
ESTIMATED SHIPPING DATE: Nov 15, 2028		
Shipping Location: 201 E South St, Monticello, IA, 52310-1919, USA		

HARDWARE		QTY
22178	Axon TASER 7 - Cartridge - Halt Close Quart NS	14
22177	Axon TASER 7 - Cartridge - Halt Standoff NS	14
22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	14
22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	14
ESTIMATED SHIPPING DATE: Nov 15, 2029		
Shipping Location: 201 E South St, Monticello, IA, 52310-1919, USA		
HARDWARE		QTY
22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	14
22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	14
ESTIMATED SHIPPING DATE: Nov 15, 2030		
Shipping Location: 201 E South St, Monticello, IA, 52310-1919, USA		
HARDWARE		QTY
22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	14
22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	14

TERMS & CONDITIONS

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

STANDARD TERMS AND CONDITIONS**Axon Master Services and Purchasing Agreement:**

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

EXCEPTIONS TO STANDARD TERMS AND CONDITIONS**Rewrite Estimates**

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

9/29/2026

Date Signed

City Council Meeting
Prep. Date: 09/30/2026
Preparer: Russell Farnum



Agenda Item: # 7 -9
Agenda Date: 10/05/2026

Communication Page

Agenda Items Description: Final Plats of Parcels 2026-60 through 2026-64 (Hunter)

Type of Action Requested: Resolutions (5)

Attachments & Enclosures:

**Resolutions
Plats and locator maps**

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Summary: Attached are a series of parcel plats for Brandon and Molli Hunter. Hunters own a large lot on First Street, and they wish to subdivide off the north portion of their lot to sell to two neighboring property owners.

The plat of parcels 2026-60, 2026-61 and 2026-62 divides the Hunter property. The plat of Parcel 2026-63 combines the new lot with the Melchert property at 285 North Pine Street. The plat of Parcel 2026-64 combines the other new parcel with the property at 216 Celgo (the Cherms property).

The combination plats will preclude any issues with remnant parcels in the future.

Hunter's remaining property will still have 82 feet of frontage on First Street, will still exceed ½ an acre in size (22,651 square feet).

The property is zoned R-1 Single Family Residential, with a minimum lot size of 7,000 square feet, and minimum lot width of 70 feet. The new lots, as well as the remaining property, will be in compliance with the City's requirements.

Recommendation: P&Z reviewed these plats at their September 22 meeting and unanimously recommended approval. Approval is recommended.

City of Monticello, Iowa

RESOLUTION

Approving Plat of Survey to Parcels 2026-60, 2026-61 and 2026-62

WHEREAS, The City Council has been presented with the Plat of Survey to Parcels 2026-60, 2026-61 and 2026-62 located within the City limits of the City of Monticello, Iowa; and

WHEREAS, Brandon and Molli Hunter, owners of the parcel set forth in the above referenced Plat of Survey, had the survey prepared to subdivide off a new lot, and

WHEREAS, The City Council has been informed that the Planning & Zoning Commission has reviewed the Plat of Survey and recommended that the City Council approve same, and

WHEREAS, The City Council concurs that the Plat of Survey to Parcels 2026-60, 2026-61 and 2026-62 should be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Plat of Survey to Parcels 2026-60, 2026-61 and 2026-62, same being located in City limits of the City of Monticello.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 5th day of October, 2026.

Scott Brighton, Mayor Pro Tem

Attest:

Sally Hinrichsen, City Clerk/Treasurer

INDEX LEGEND

LOCATION: PART OF LOT 32, PART OF LOT 33 AND PART OF LOT 4 OF THE RESURVEY OF LOT 29, ALL IN THE SUBDIVISION OF THE W1/2 SE1/4 OF SEC. 21, T86N, R3W

PROPRIETORS: BRANDON HUNTER AND MOLLI HUNTER

REQUESTOR: MIKE McDONOUGH

SURVEYOR: BILL BURGER

SURVEYOR COMPANY: WM. BURGER LANDSURVEYOR

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

PREPARED BY BILL BURGER

510 3RD STREET WEST COURT, WORTHINGTON, IOWA 52078

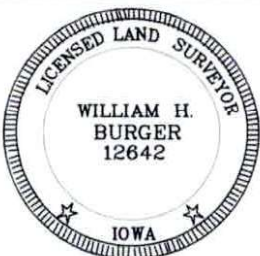
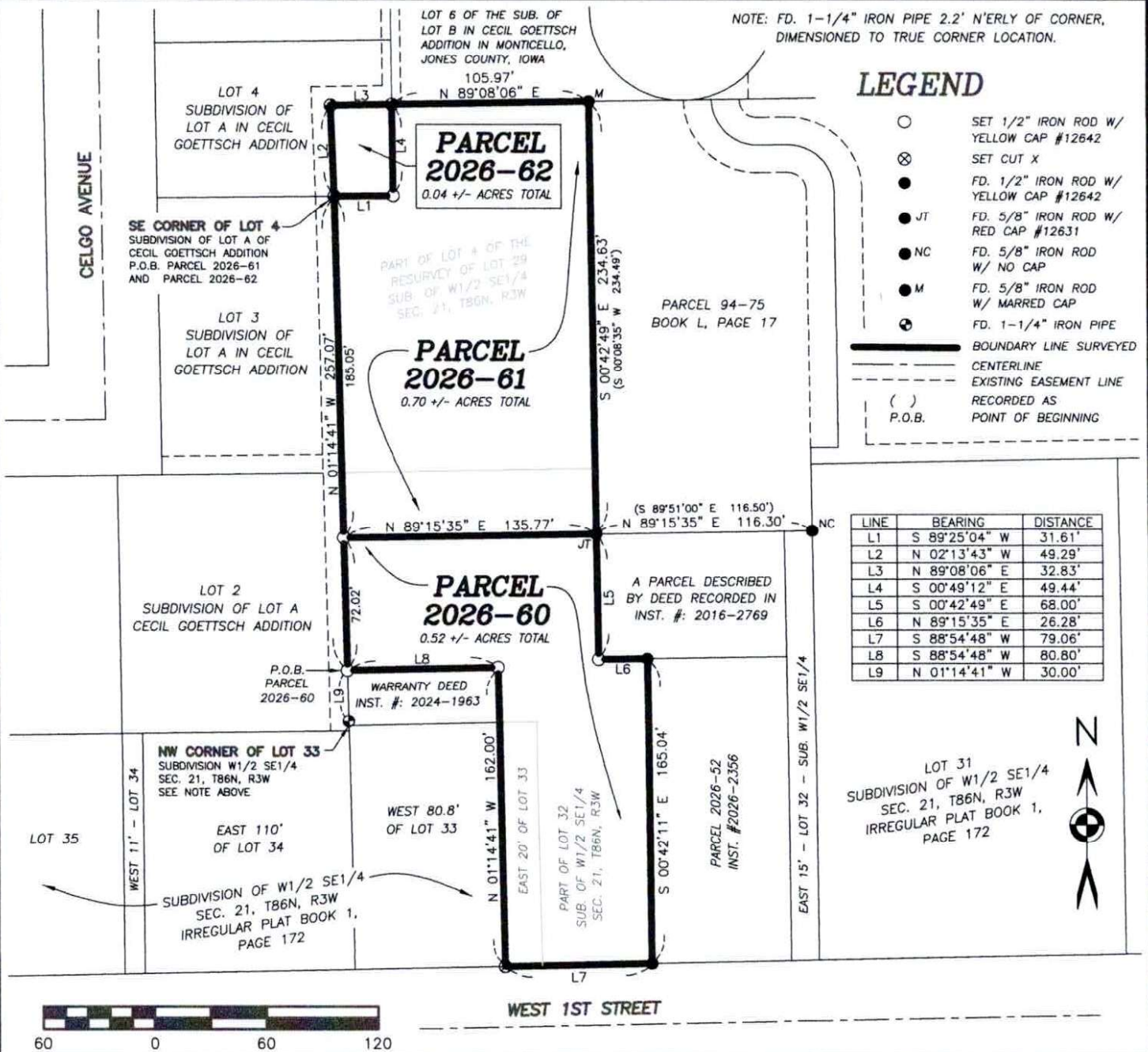
(563) 855 2028

PLAT OF SURVEY

PARCEL 2026-60 PART OF LOT 32, PART OF LOT 33 AND PART OF LOT 4 OF THE RESURVEY OF LOT 29, ALL IN THE SUBDIVISION OF THE WEST HALF (W1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF MONTICELLO, JONES COUNTY, IOWA

PARCEL 2026-61 PART OF LOT 32 AND PART OF LOT 4 OF THE RESURVEY OF LOT 29, ALL IN THE SUBDIVISION OF THE WEST HALF (W1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF MONTICELLO, JONES COUNTY, IOWA

PARCEL 2026-62 PART OF LOT 4 OF THE RESURVEY OF LOT 29 IN THE SUBDIVISION OF THE WEST HALF (W1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF MONTICELLO, JONES COUNTY, IOWA



DATE OF SURVEY: 8/28/2026

SCALE: 1" = 60'

SHEET 1

PROPRIETORS: SEE INDEX LEGEND

I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026

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

NO. OF SHEETS COVERED BY THIS SEAL: 1

WILLIAM H. BURGER

#12642

DATE

LEGAL DESCRIPTION

PARCEL 2026-60 – part of Lot 32, part of Lot 33 and part of Lot 4 of the resurvey of Lot 29, all in the Subdivision of the West Half (W1/2) of the Southeast Quarter (SE1/4) of Section Twenty-one (21), Township Eighty-six North (T86N), Range Three West (R3W) of the Fifth Principal Meridian, in the City of Monticello, Jones County, Iowa, containing a total of 0.52 acres more or less, **subject to easements, reservations, restrictions, and rights of way of record and not of record** and more particularly described by metes and bounds as follows:

COMMENCING at the Northwest corner of Lot 33 of the Subdivision of the West Half (W1/2) of the Southeast Quarter (SE1/4) of Section Twenty-one (21), Township Eighty-six North (T86N), Range Three West (R3W) of the Fifth Principal Meridian, in the City of Monticello, Jones County, Iowa;

Thence North 01°-14'-41" West 30.00 feet along the East line of Lot 2 of Subdivision of Lot A in Cecil Goettsch Addition in Monticello, Jones County, Iowa to the **POINT OF BEGINNING**, corner also being the Northwest corner of a parcel described by deed recorded in Instrument #:2024-1963 in the Office of the Jones County Recorder;

Thence continuing along the East line of said Lot 2 North 01°-14'-41" West 72.02 feet;

Thence North 89°-15'-35" East 135.77 feet to the Southwest corner of Parcel 94-75 as recorded in Book L, Page 17 in the Office of the Jones County Recorder;

Thence South 00°-42'-49" East 68.00 feet along the West line and to the Southwest corner of a parcel described by deed recorded in Instrument #: 2016-2769 in the Office of the Jones County Recorder;

Thence North 89°-15'-35" East 26.28 feet along the Southerly line of said parcel described by deed recorded in Instrument #: 2016-2769 to the Northwest corner of Parcel 2026-52 as recorded in Instrument #: 2026-2356 in the Office of the Jones County Recorder;

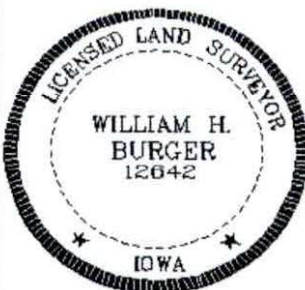
Thence South 00°-42'-11" East 165.04 feet along the West line and to the Southwest corner of said Parcel 2026-52, corner also being on the North line of West First Street;

Thence South 88°-54'-48" West 79.06 feet along the North line of West First Street to the East line of the West 80.8 feet of Lot 33 of the Subdivision of the West Half (W1/2) of the Southeast Quarter (SE1/4) of said Section Twenty-one (21);

Thence North 01°-14'-41" West 162.00 feet along the East line of the West 80.8 feet of said Lot 33 and along the East line and to the Northeast corner of said parcel described by deed recorded in Instrument #:2024-1963;

Thence South 88°-54'-48" West 80.80 feet along the North line of said parcel described by deed recorded in Instrument #:2024-1963 to the **POINT OF BEGINNING**, containing a total of 0.52 acres more or less, **subject to easements, reservations, restrictions, and rights of way of record and not of record**.

The East line of Lot 2 of Subdivision of Lot A in Cecil Goettsch Addition in Monticello, Jones County, Iowa is assumed to bear North 01°-14'-41" West.

	<u>SURVEYORS CERTIFICATE</u> I hereby certify that this land survey document was prepared and related survey work was performed by me or under my direct personal supervision, and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa; My license renewal date is December 31, 2026 <i>William H. Burger</i> 9/14/26 _____ William H. Burger Date Reg. No. 12642 Sheet No. <u>2</u> covered by this seal
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LEGAL DESCRIPTION

PARCEL 2026-61 – part of Lot 32 and part of Lot 4 of the resurvey of Lot 29, all in the Subdivision of the West Half (W1/2) of the Southeast Quarter (SE1/4) of Section Twenty-one (21), Township Eighty-six North (T86N), Range Three West (R3W) of the Fifth Principal Meridian, in the City of Monticello, Jones County, Iowa, containing a total of 0.70 acres more or less, **subject to easements, reservations, restrictions, and rights of way of record and not of record** and more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of Lot 4 of Subdivision of Lot A in Cecil Goettsch Addition in Monticello, Jones County, Iowa;

Thence North 89°-25'-04" East 31.61 feet;

Thence North 00°-49'-12" West 49.44 feet to the Southwest corner of Lot 6 of the Subdivision of Lot B in Cecil Goettsch Addition in Monticello, Jones County, Iowa;

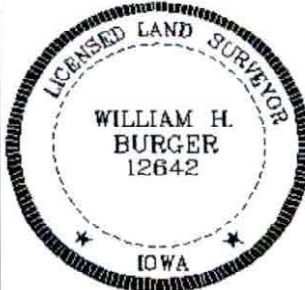
Thence North 89°-08'-06" East 105.97 feet along the South line of said Lot 6 to the Northwest corner of Parcel 94-75 as recorded in Book L, Page 17 in the Office of the Jones County Recorder;

Thence South 00°-42'-49" East 234.63 feet along the West line and to the Southwest corner of said Parcel 94-75;

Thence South 89°-15'-35" West 135.77 feet to the East line of Lot 2 of the Subdivision of Lot A in Cecil Goettsch Addition in Monticello, Jones County, Iowa;

Thence North 01°-14'-41" West 185.05 feet along the East line of said Lot 2 and along the East line of Lot 3 of said Subdivision of Lot A in Cecil Goettsch Addition in Monticello, Jones County, Iowa to the **POINT OF BEGINNING**, containing a total of 0.70 acres more or less, **subject to easements, reservations, restrictions, and rights of way of record and not of record**.

The East line of Lot 3 of Subdivision of Lot A in Cecil Goettsch Addition in Monticello, Jones County, Iowa is assumed to bear North 01°-14'-41" West.

	<u>SURVEYORS CERTIFICATE</u> I hereby certify that this land survey document was prepared and related survey work was performed by me or under my direct personal supervision, and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa; My license renewal date is December 31, 2026 <i>William H. Burger</i> 9/14/26 William H. Burger Date Reg. No. 12642 Sheet No. <u>3</u> covered by this seal
---	---

LEGAL DESCRIPTION

PARCEL 2026-62 – part of Lot 4 of the resurvey of Lot 29 in the Subdivision of the West Half (W1/2) of the Southeast Quarter (SE1/4) of Section Twenty-one (21), Township Eighty-six North (T86N), Range Three West (R3W) of the Fifth Principal Meridian, in the City of Monticello, Jones County, Iowa, containing a total of 0.04 acres more or less, **subject to easements, reservations, restrictions, and rights of way of record and not of record** and more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of Lot 4 of Subdivision of Lot A in Cecil Goettsch Addition in Monticello, Jones County, Iowa;

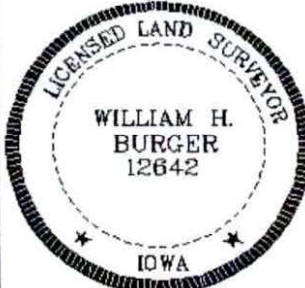
Thence North 02°-13'-43" West 49.29 feet along an Easterly line of said Lot 4;

Thence North 89°-08'-06" East 32.83 feet along a Southerly line of said Lot 4 to an Easterly corner of said Lot 4, also being the Southwest corner of Lot 6 of the Subdivision of Lot B in Cecil Goettsch Addition in Monticello, Jones County, Iowa;

Thence South 00°-49'-12" East 49.44 feet;

Thence South 89°-25'-04" West 31.61 feet to the **POINT OF BEGINNING**, containing a total of 0.04 acres more or less, **subject to easements, reservations, restrictions, and rights of way of record and not of record**.

The Easterly line of Lot 4 of Subdivision of Lot A in Cecil Goettsch Addition in Monticello, Jones County, Iowa is assumed to bear North 02°-13'-43" West.

	<u>SURVEYORS CERTIFICATE</u> I hereby certify that this land survey document was prepared and related survey work was performed by me or under my direct personal supervision, and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa; My license renewal date is December 31, 2026 <i>William H. Burger</i> 9/14/26 _____ William H. Burger Date Reg. No. 12642 Sheet No. <u>4</u> covered by this seal
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City of Monticello, Iowa

RESOLUTION

Approving Plat of Survey to Parcel 2026-63

WHEREAS, The City Council has been presented with the Plat of Survey to Parcel 2026-63, located within the City limits of the City of Monticello, Iowa; and

WHEREAS, Brandon and Molli Hunter, owners of the parcel set forth in the above referenced Plat of Survey, had the survey prepared to subdivide off a new lot, and

WHEREAS, The City Council has been informed that the Planning & Zoning Commission has reviewed the Plat of Survey and recommended that the City Council approve same, and

WHEREAS, The City Council concurs that the Plat of Survey to Parcel 2026-63 should be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Plat of Survey to Parcel 2026-63, same being located in City limits of the City of Monticello.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 5th day of October, 2026.

Scott Brighton, Mayor Pro Tem

Attest:

Sally Hinrichsen, City Clerk/Treasurer

LOCATION:	PARCEL 94-75 AND PARCEL 2026-?? ALL IN SEC. 21, T86N, R3W
PROPRIETORS:	CORY MELCHERT AND TAMMY MELCHERT
REQUESTOR:	MIKE MCDONOUGH
SURVEYOR:	BILL BURGER
SURVEYOR COMPANY:	WM. BURGER LANDSURVEYOR
RETURN TO:	BILL BURGER, 510 3RD STREET WEST COURT, WORTHINGTON, IA 52078 (563) 590-1964

(563) 855 2028

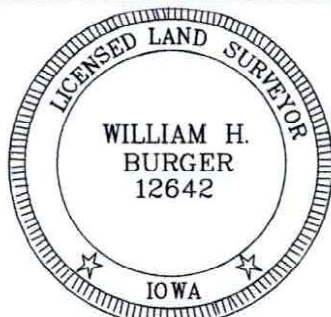
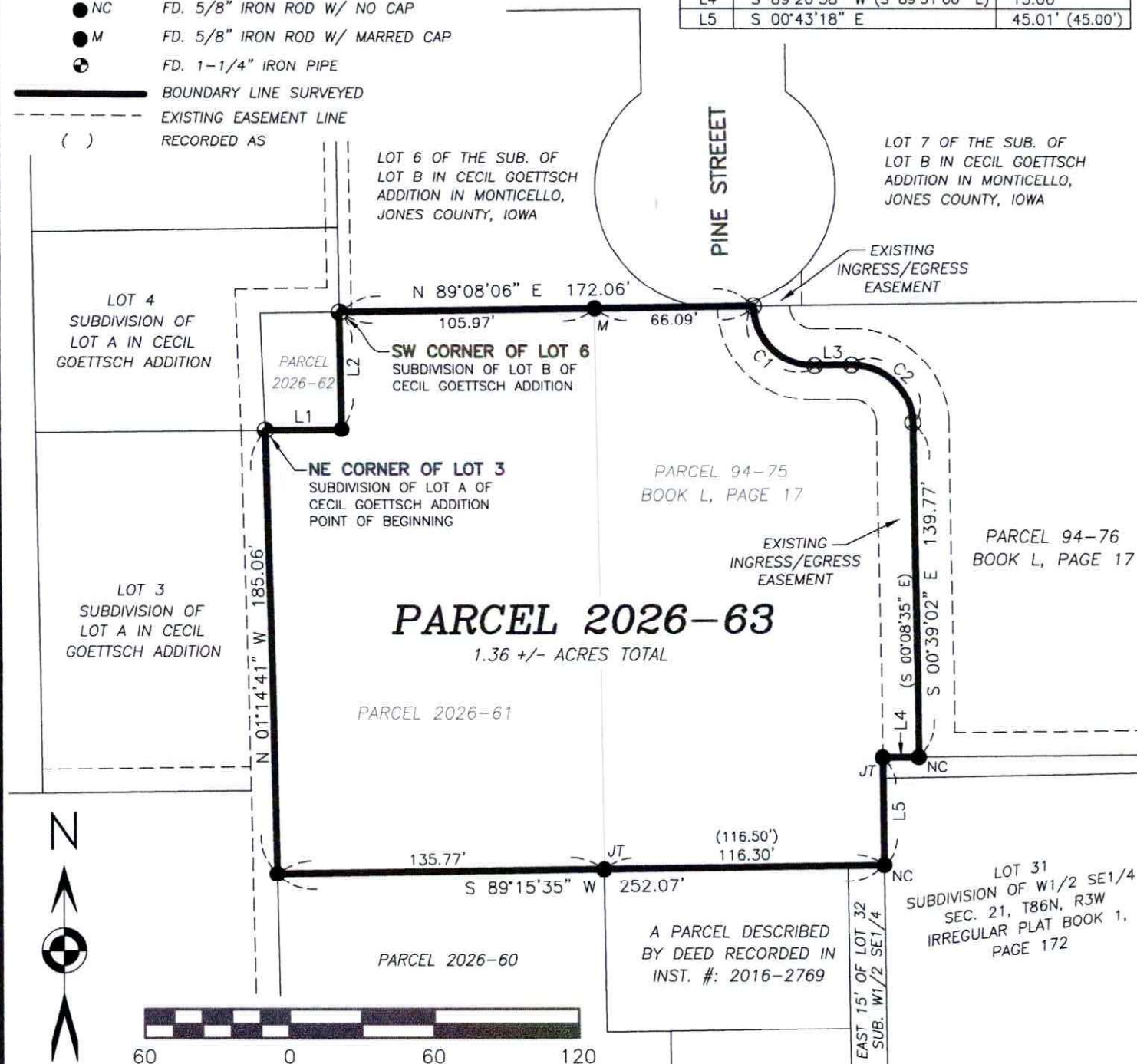
PARCEL 2026-63 COMPRISED OF PARCEL 94-75 AND COMPRISED OF PARCEL 2026-??, ALL IN SECTION TWENTY-ONE (21), TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF MONTICELLO, JONES COUNTY, IOWA

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	39.31' (39.27')	25.00'	90°05'59" (90°00'00")	S 45°44'38" E (S 45°00'00" E)	35.39' (35.36')
C2	39.33'	25.00'	90°08'35"	S 45°43'20" E (S 44°55'40" E)	35.40'

LINE	BEARING	DISTANCE
L1	N 89°25'04" E	31.61'
L2	N 00°49'12" W	49.44'
L3	N 89°12'23" E (N 90°00'00" E)	15.29'
L4	S 89°20'58" W (S 89°51'00" E)	15.00'
L5	S 00°43'18" E	45.01' (45.00')

- | | |
|------|--|
| ⊗ | SET CUT X |
| ● | FD. 1/2" IRON ROD W/ YELLOW CAP #12642 |
| ● JT | FD. 5/8" IRON ROD W/ RED CAP #12631 |
| ● NC | FD. 5/8" IRON ROD W/ NO CAP |
| ● M | FD. 5/8" IRON ROD W/ MARRED CAP |
| ⊙ | FD. 1-1/4" IRON PIPE |

() RECORDED AS



NO. OF SHEETS COVERED BY THIS SEAL 1

SHEET 1 OF 3

I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS
PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR
UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY
LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026

WILLIAM H. BURGER

#12642

DATE _____

Wm. Burger
Land Surveyor

510 3rd Street West Court
Worthington, Iowa 52078

LEGAL DESCRIPTION

PARCEL 2026-63 – comprised of Parcel 94-75 and comprised of Parcel 2026-61, all in Section Twenty-one (21), Township Eighty-six North (T86N), Range Three West (R3W) of the Fifth Principal Meridian, in the City of Monticello, Jones County, Iowa, containing a total of 1.36 acres more or less, **subject to easements, reservations, restrictions, and rights of way of record and not of record** and more particularly described by metes and bounds as follows:

BEGINNING at the Northeast corner of Lot 3 of the Subdivision of Lot A in Cecil Goettsch Addition in Monticello, Jones County, Iowa;

Thence North 89°-25'-04" East 31.61 feet along the South line and to the Southeast corner of Parcel 2026-62;

Thence North 00°-49'-12" West 49.44 feet along the East line and to the Northeast corner of said Parcel 2026-62;

Thence North 89°-08'-06" East 172.06 feet along the North line of Parcel 2026-61 and along the North line and to the Northeasterly corner of Parcel 94-75 as recorded in Book L, Page 17 in the Office of the Jones County Recorder;

Thence along a Northeasterly line of said Parcel 94-75 and along a circular curve concave Northeasterly for an arc length of 39.31 feet, said circular curve having a central angle of 90°-05'-59", a radius of 25.00 feet, a chord bearing of South 45°-44'-38" East and a chord length of 35.39 feet;

Thence North 89°-12'-23" East 15.29 feet along a Northerly line of said Parcel 94-75;

Thence along a Northeasterly line of said Parcel 94-75 and along a circular curve concave Southwesterly for an arc length of 39.33 feet, said circular curve having a central angle of 90°-08'-35", a radius of 25.00 feet, a chord bearing of South 45°-43'-20" East and a chord length of 35.40 feet;

Thence South 00°-39'-02" East 139.77 feet along an Easterly line of said Parcel 94-75;

Thence South 89°-20'-58" West 15.00 feet along a Southerly line of said Parcel 94-75;

Thence South 00°-43'-18" East 45.01 feet along an Easterly line and to the Southeasterly corner of said Parcel 94-75;

Thence South 89°-15'-35" West 252.07 feet along a Southerly line of said Parcel 94-75 and along the Southerly line and to the Southwesterly corner of said Parcel 2026-61, corner also being on the East line of Lot 2 of said Subdivision of Lot A in Cecil Goettsch Addition;

Thence North 01°-14'-41" West 185.06 feet along a Westerly line of said Parcel 2026-61, also being the East line of Lots 2 and 3 of said Subdivision of Lot A in Cecil Goettsch Addition to the **POINT OF BEGINNING**, containing a total of 1.36 acres more or less, **subject to easements, reservations, restrictions, and rights of way of record and not of record**.

The East line of Lot 3 of Subdivision of Lot A in Cecil Goettsch Addition in Monticello, Jones County, Iowa is assumed to bear North 01°-14'-41" West.



SURVEYORS CERTIFICATE

I hereby certify that this land survey document was prepared and related survey work was performed by me or under my direct personal supervision, and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa;

My license renewal date is December 31, 2026

William H. Burger 9/14/26
William H. Burger Date Reg. No. 12642
Sheet No. 2 covered by this seal

City of Monticello, Iowa

RESOLUTION

Approving Plat of Survey to Parcel 2026-64

WHEREAS, The City Council has been presented with the Plat of Survey to Parcel 2026-64, located within the City limits of the City of Monticello, Iowa; and

WHEREAS, Brandon and Molli Hunter, owners of the parcel set forth in the above referenced Plat of Survey, had the survey prepared to subdivide off a new lot, and

WHEREAS, The City Council has been informed that the Planning & Zoning Commission has reviewed the Plat of Survey and recommended that the City Council approve same, and

WHEREAS, The City Council concurs that the Plat of Survey to Parcel 2026-64 should be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Plat of Survey to Parcel 2026-64, same being located in City limits of the City of Monticello.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 5th day of October, 2026.

Scott Brighton, Mayor Pro Tem

Attest:

Sally Hinrichsen, City Clerk/Treasurer

INDEX LEGEND

LOCATION: LOT 4 OF SUBDIVISION OF LOT A IN CECIL GOETTSCH ADDITION
AND PARCEL 2026 IN SEC. 21, T86N, R3W, ALL IN THE CITY
OF MONTICELLO, JONES COUNTY, IOWA

PROPRIETORS: SHELBY CHERMS

REQUESTOR: MIKE MCDONOUGH

SURVEYOR: BILL BURGER

SURVEYOR
COMPANY: WM. BURGER LANDSURVEYOR

RETURN TO: BILL BURGER, 510 3RD STREET WEST COURT,
WORTHINGTON, IA 52078 | (563) 590-1964

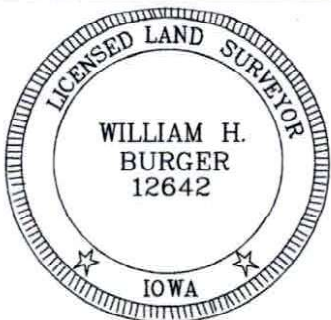
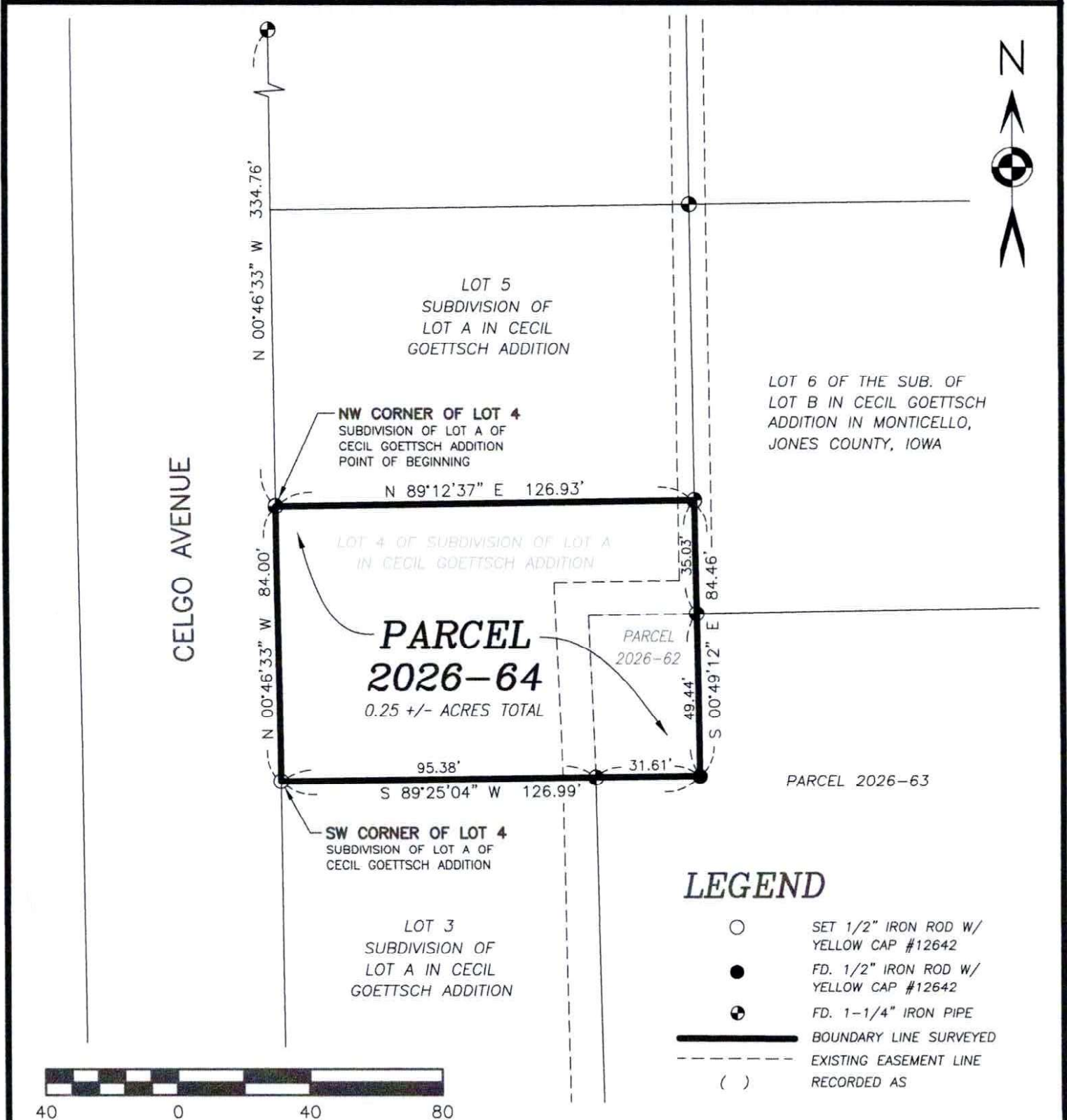
PREPARED BY BILL BURGER

510 3RD STREET WEST COURT, WORTHINGTON, IOWA 52078

(563) 855 2028

PLAT OF SURVEY

PARCEL 2026-64 COMPRISED OF LOT 4 OF THE SUBDIVISION OF LOT A IN
CECIL GOETTSCH ADDITION AND COMPRISED OF PARCEL 2026-?? IN SECTION TWENTY-ONE (21),
TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL
MERIDIAN, ALL IN THE CITY OF MONTICELLO, JONES COUNTY, IOWA



DATE OF SURVEY: 8/28/2026

SCALE: 1" = 40'

SHEET 1 OF 3

PROPRIETORS: SEE INDEX LEGEND

I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS
PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR
UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY
LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026

WILLIAM H. BURGER

#12642

DATE

Wm. Burger
LandSurveyor

510 3rd Street West Court
Worthington, Iowa 52078

NO. OF SHEETS COVERED BY THIS SEAL 1

LEGAL DESCRIPTION

PARCEL 2026-64 – comprised of Lot 4 of the Subdivision of Lot A in Cecil Goettsch Addition and comprised of Parcel 2026-?? in Section Twenty-one (21), Township Eighty-six North (T86N), Range Three West (R3W) of the Fifth Principal Meridian, all in the City of Monticello, Jones County, Iowa, containing a total of 0.25 acres more or less, **subject to easements, reservations, restrictions, and rights of way of record and not of record** and more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of Lot 4 of the Subdivision of Lot A in Cecil Goettsch Addition in Monticello, Jones County, Iowa;

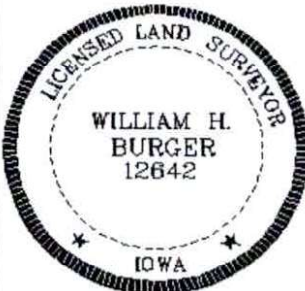
Thence North 89°-12'-37" East 126.93 feet along the North line and to the Northeast corner of said Lot 4;

Thence South 00°-49'-12" East 84.46 feet along the East line of said Lot 4 and along the East line and to the Southeast corner of Parcel 2026-62;

Thence South 89°-25'-04" West 126.99 feet along the South line of said Parcel 2026-62 and along the South line and to the Southwest corner of said Lot 4;

Thence North 00°-46'-33" West 84.00 feet along the West line of said Lot 4 to the **POINT OF BEGINNING**, containing a total of 0.25 acres more or less, **subject to easements, reservations, restrictions, and rights of way of record and not of record.**

The West line of Lot 4 of Subdivision of Lot A in Cecil Goettsch Addition in Monticello, Jones County, Iowa is assumed to bear North 00°-46'-33" West.

	<u>SURVEYORS CERTIFICATE</u> I hereby certify that this land survey document was prepared and related survey work was performed by me or under my direct personal supervision, and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa; My license renewal date is December 31, 2026  9/14/26 William H. Burger Date Reg. No. 12642 Sheet No. <u>2</u> covered by this seal
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City Council Meeting Prep. Date: 09/30/2026 Preparer: Russell Farnum		Agenda Item: # 10-11 Agenda Date: 10/05/2026
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Communication Page

Agenda Items Description: Preliminary and Final Plats of Baumann Jacobs 1st and 2nd Additions

Type of Action Requested: Resolutions (2)

Attachments & Enclosures:
Resolutions (2)
Plats and locator maps

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Summary: Attached are proposed preliminary and final plats for the Baumann Jacobs 1st and 2nd Additions.

Council approved similar parcel plats in August. Jacobs wishes to purchase some land from their neighboring property owner (Baumann) to increase the setback around their shed. Jones County rejected the parcel plats and insisted these be drawn up as a “subdivision plat” because it was in an existing subdivision. These plats do the same as the prior request, which was approved by P&Z and the Council.

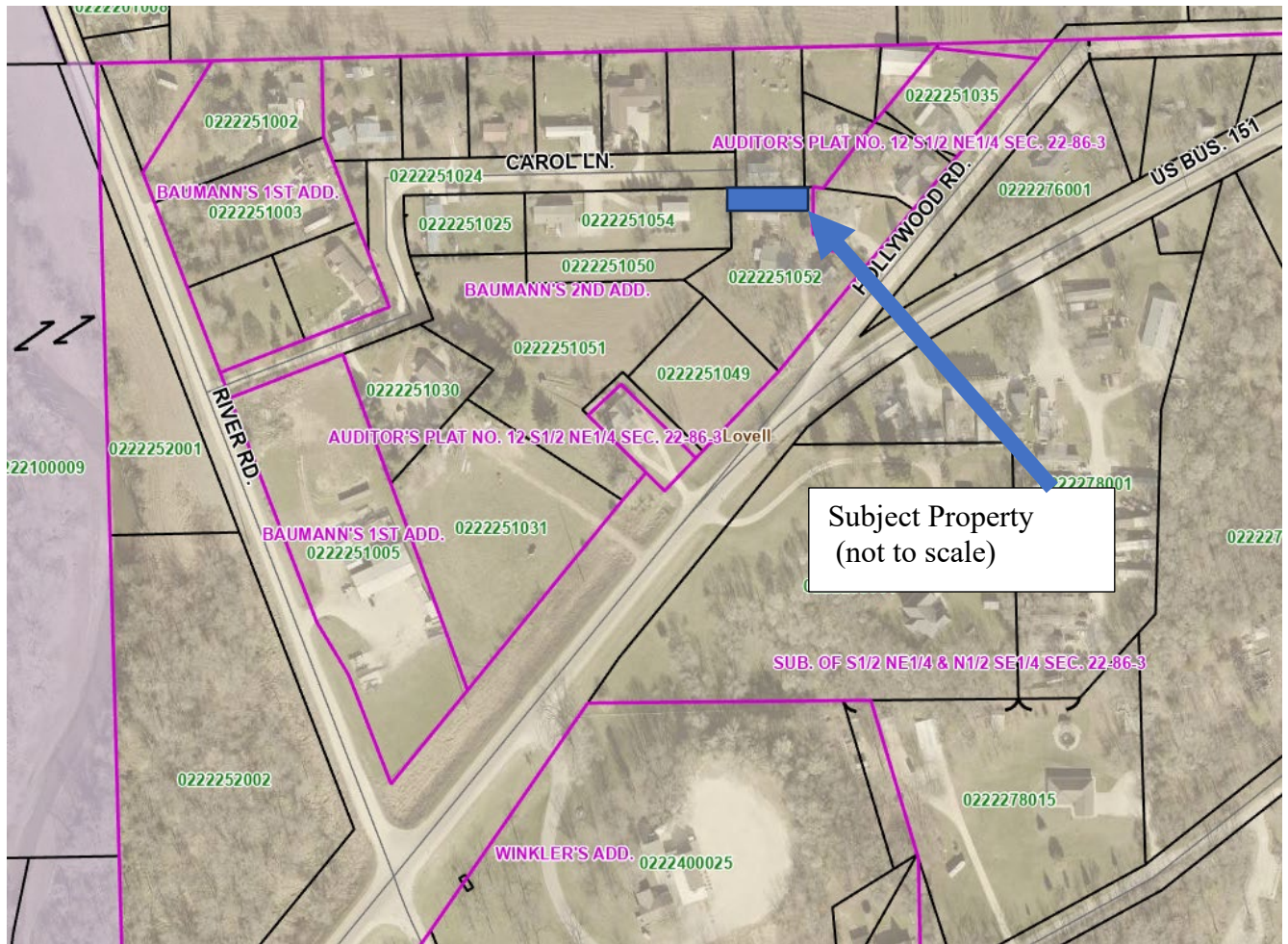
This property is located at the east end of Carol Lane, which is accessed from River Road. It is located generally in the “Hollywood” area, technically Baumann’s 2nd Addition.

Previously the plat of 2026-53 subdivided sort of a trapezoidal-shaped strip of land (12.9 feet wide at the west end and about 18 feet wide at the east end) from the Baumann property. The plat for 2026-54 combined that strip of land with the Jacobs property. This second plat eliminated any future concern about orphaned or unclaimed parcels.

These subdivision plats accomplish the same net effect.

The property is unincorporated but within the City’s 2-mile review radius. The proposed plats don’t change anything in the area, and would be compatible with the surrounding development. This action essentially only adjusts a property line; it does not create any new lots and will not significantly impact the future growth or development of the City.

Recommendation: P&Z reviewed these plats at their September 22 meeting and unanimously recommended approval. Approval is recommended.



City of Monticello, Iowa

RESOLUTION NO.

Approving the Preliminary and Final Plat of Baumann Jacobs 1st Addition, Jones County, Iowa, all in Jones County, Iowa

WHEREAS, There has been filed with the City Clerk a Preliminary and Final Plat of Baumann Jacobs 1st Addition, Jones County, Iowa, all in Jones County, Iowa and

WHEREAS, The City Planning and Zoning Board has reviewed the Preliminary and Final Plat and recommends that it be approved, and

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

WHEREAS, The City Council concurs that the final plat of Baumann Jacobs 1st Addition, Jones County, Iowa, all in Jones County, Iowa, should be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Final Plat of Baumann Jacobs 1st Addition, Jones County, Iowa, all in Jones County, Iowa.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.
Done this 5th day of October, 2026.

Scott Brighton, Mayor Pro Tem

Attest:

Sally Hinrichsen, City Clerk/Treasurer

PRELIMINARY PLAT BAUMANN JACOBS 1ST ADDITION

PART OF LOT 1 OF BAUMANN'S SECOND ADDITION
TO JONES COUNTY, IOWA

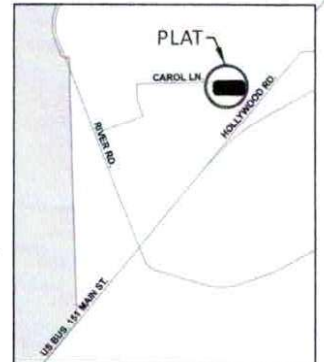
LINE	BEARING	DISTANCE
L1	S 00°30'05" W (S 1°19'00" W)	18.95'
L2	N 00°04'13" W (S 00°04'58" W)	12.40'
L3	S 89°39'40" E (N 90°00'00" W)	10.01'

NOTES:

- 1) OUTLOT A IS AN ADDITIONAL 0.05 ACRES OF PROPERTY TO BE ACQUIRED BY THE ADJACENT PROPERTY OWNER TO THE NORTH.
- 2) OUTLOT A SHALL BE RESTRICTED TO A MINIMUM SETBACK DISTANCE OF 30.0' FROM FRONT AND REAR LOT LINES AND 10' SIDE LOT LINE SETBACKS
- 3) OUTLOT A WILL BE SERVICED BY EXISTING OVERHEAD ELECTRICAL, TELEPHONE AND CABLE TV.
- 4) THERE ARE NO ADDITIONAL ROADS OR DRIVEWAYS PROPOSED FOR OUTLOT A. ACCESS WILL BE THROUGH (ACROSS) CAROL LANE AND LOT 2 OF BAUMANN'S SECOND ADDITION TO JONES COUNTY, IOWA EXCEPTING THEREFROM PARCEL C RECORDED IN PLAT BOOK J, PAGE 23 AND FURTHER EXCEPTING THEREFROM PARCEL 98-72 AND PARCEL 98-73 RECORDED IN IN PLAT BOOK M, PAGE 181
- 5) THERE ARE NO FLOOD PLAIN AREAS WITHIN OUTLOT A
- 6) NO PROPOSED REGRADING OF OUTLOT A

LEGEND

- SET 1/2" IRON ROD W/ YELLOW CAP #12642
- FD. 1/2" IRON ROD W/ YELLOW CAP #10569
- M FD. 1/2" IRON ROD W/ MARRED YELLOW CAP
- ⊕ FD. 5/8" IRON ROD W/ YELLOW CAP #6581
- BOUNDARY LINES SURVEYED
- () RECORDED AS



LOCATION MAP (NO SCALE)

PARCEL 98-73
PLAT BOOK M, PAGE 181

OWNER: ADAM M. ROOK AND
ANGELA M. ROOK

NE'ERLY CORNER OF LOT 1
BAUMANN'S SECOND ADD.
TO JONES COUNTY, IOWA
POINT OF BEGINNING

LOT 4
AUDITOR'S
PLAT #12

OWNER: MICHAEL J. GOLDSMITH

LOT 2 OF BAUMANN'S
SECOND ADDITION TO JONES
COUNTY, IOWA EXCEPTING
THEREFROM PARCEL C RECORDED
IN PLAT BOOK J, PAGE 23
AND FURTHER EXCEPTING
THEREFROM PARCEL 98-72 AND
PARCEL 98-73 RECORDED IN
IN PLAT BOOK M, PAGE 181

OWNER: MICHAEL M. JACOBS AND
JACQUELINE M. JACOBS

CAROL LANE

OWNER: CAROL LANE ROAD AND WELL ASSN.

SW'ERLY CORNER OF LOT 2
BAUMANN'S SECOND ADD.
TO JONES COUNTY, IOWA

PARCEL 2002-86
(BEING PART OF PARCEL 2001-135)
PLAT BOOK O, PAGE 221

OWNER: KRAUS KUSTOM BUILDERS LLC

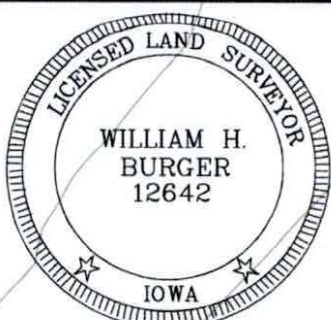
PARCEL 2001-135
PLAT BOOK O, PAGE 109
EXCEPT PARCEL 2002-86

LOT 1 OF BAUMANN'S
SECOND ADDITION TO JONES
COUNTY, IOWA EXCEPTING
THEREFROM PARCEL 2001-135

OWNER: CAROL A. BAUMANN AND
SHARON K. BAUMANN

LOT 1

0.05 +/- ACRES TOTAL



DATE OF SURVEY: 6/20/2026

SCALE: 1" = 50'

SHEET 1 OF 3

PROPRIETORS: SEE INDEX LEGEND

I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS
PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR
UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY
LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026

William H. Burger 3/14/26
WILLIAM H. BURGER #12642

DATE

Wm. Burger
LandSurveyor

510 3rd Street West Court
Worthington, Iowa 52078

INDEX LEGEND

LOCATION: PART OF LOT 1 OF BAUMANN'S SECOND ADDITION TO JONES COUNTY

PROPRIETORS: CAROL ANN BAUMANN AND SHARON KAY BAUMANN

REQUESTOR: MICHAEL JACOBS

SURVEYOR: BILL BURGER

SURVEYOR COMPANY: WM. BURGER LANDSURVEYOR

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

PREPARED BY BILL BURGER

510 3RD STREET WEST COURT, WORTHINGTON, IOWA 52078

(563) 855 2028

**FINAL
PLAT****BAUMANN JACOBS 1ST ADDITION**

PART OF LOT 1 OF BAUMANN'S SECOND ADDITION TO JONES COUNTY, IOWA

LINE	BEARING	DISTANCE
L1	S 01°03'14" W (S 1°19'00" W)	17.71'
L2	N 00°04'13" W (S 00°04'58" W)	12.40'
L3	S 89°39'40" E (N 90°00'00" W)	10.01'

LEGEND

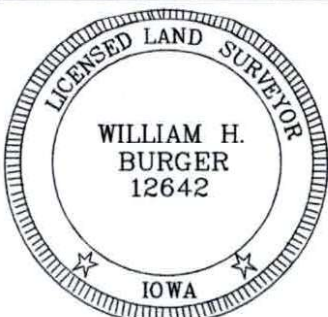
- SET 1/2" IRON ROD W/
YELLOW CAP #12642
- FD. 1/2" IRON ROD W/
YELLOW CAP #10569
- M FD. 1/2" IRON ROD W/
MARRED YELLOW CAP
- ⊙ FD. 5/8" IRON ROD W/
YELLOW CAP #6581
- BOUNDARY LINES SURVEYED
- () RECORDED AS



CAROL LANE

SW'ERLY CORNER OF LOT 2
BAUMANN'S SECOND ADD.
TO JONES COUNTY, IOWALOT 2 OF BAUMANN'S
SECOND ADDITION TO JONES
COUNTY, IOWA EXCEPTING
THEREFROM PARCEL C RECORDED
IN PLAT BOOK J, PAGE 23
AND FURTHER EXCEPTING
THEREFROM PARCEL 98-72 AND
PARCEL 98-73 RECORDED IN
IN PLAT BOOK M, PAGE 181PARCEL 98-72
PLAT BOOK M, PAGE 181PARCEL 98-73
PLAT BOOK M, PAGE 181NE'ERLY CORNER OF LOT 1
BAUMANN'S SECOND ADD.
TO JONES COUNTY, IOWA
POINT OF BEGINNINGPARCEL 2002-86
(BEING PART OF PARCEL 2001-135)
PLAT BOOK O, PAGE 221PARCEL 2001-135
PLAT BOOK O, PAGE 109
EXCEPT PARCEL 2002-86**LOT 1**

0.05 +/- ACRES TOTAL

LOT 1 OF BAUMANN'S
SECOND ADDITION TO JONES
COUNTY, IOWA EXCEPTING
THEREFROM PARCEL 2001-135LOT 4
AUDITOR'S
PLAT #12

DATE OF SURVEY: 6/20/2026

SCALE: 1" = 50'

SHEET 1 OF 3

PROPRIETORS: SEE INDEX LEGEND

I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS
PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR
UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY
LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026

William H. Burger 9/14/26
WILLIAM H. BURGER #12642 DATE

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

LEGAL DESCRIPTION

BAUMANN JACOBS 1ST ADDITION – part of Lot 1 of Baumann’s Second Addition to Jones County, Iowa, containing a total of 0.05 acres more or less, **subject to easements, reservations, restrictions, and rights of way of record and not of record** and more particularly described by metes and bounds as follows:

BEGINNING at the Northeasterly corner of Lot 1 of Baumann’s Second Addition to Jones County, Iowa as recorded in Book 289, Page 180 in the Office of the Jones County Recorder;

Thence South 01°-03'-14" West 17.71 feet along an Easterly line of said Lot 1;

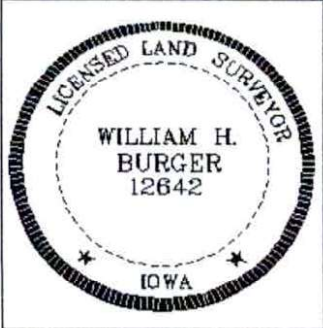
Thence North 87°-29'-56" West 137.03 feet to the East line of Parcel 2002-86 as recorded in Plat Book O, Page 221 in the Office of the Jones County Recorder;

Thence North 00°-04'-13" West 12.40 feet along the East line and to the Northeast corner of said Parcel 2002-86;

Thence South 89°-39'-40" East 10.01 feet along a Northerly line of said Lot 1 to the Southwesterly corner of Lot 2 of said Baumann’s Second Addition to Jones County, Iowa;

Thence North 89°-43'-31" East 127.23 feet along a Northerly line of said Lot 1 to the **POINT OF BEGINNING**, containing a total of 0.05 acres more or less, **subject to easements, reservations, restrictions, and rights of way of record and not of record.**

An Easterly line of Lot 1 of Baumann’s Second Addition to Jones County, Iowa is assumed to bear South 01°-03'-14" West.

	<u>SURVEYORS CERTIFICATE</u> I hereby certify that this land survey document was prepared and related survey work was performed by me or under my direct personal supervision, and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa; My license renewal date is December 31, 2026 <i>William H. Burger</i> 9/14/24 _____ William H. Burger Date Reg. No. 12642 Sheet No. <u>2</u> covered by this seal
---	---

City of Monticello, Iowa

RESOLUTION NO.

Approving the Preliminary and Final Plat of Baumann Jacobs 2nd Addition, Jones County, Iowa, all in Jones County, Iowa

WHEREAS, There has been filed with the City Clerk a Preliminary and Final Plat of Baumann Jacobs 2nd Addition, Jones County, Iowa, all in Jones County, Iowa and

WHEREAS, The City Planning and Zoning Board has reviewed the Preliminary and Final Plat and recommends that it be approved, and

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

WHEREAS, The City Council concurs that the final plat of Baumann Jacobs 2nd Addition, Jones County, Iowa, all in Jones County, Iowa, should be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Final Plat of Baumann Jacobs 2nd Addition, Jones County, Iowa, all in Jones County, Iowa.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.
Done this 5th day of October, 2026.

Scott Brighton, Mayor Pro Tem

Attest:

Sally Hinrichsen, City Clerk/Treasurer

PRELIMINARY PLAT BAUMANN JACOBS 2ND ADDITION

COMPRISED OF LOT 1 OF BAUMANN JACOBS 1ST ADDITION AND PART OF LOTS 1 AND LOT 2. ALL IN BAUMANN'S SECOND ADDITION TO JONES COUNTY, IOWA

LEGEND

- FD. 1/2" IRON ROD W/ NO CAP
- WHB FD. 1/2" IRON ROD W/ YELLOW CAP #12642
- M FD. 1/2" IRON ROD W/ MARRED YELLOW CAP
- FD. 1/2" IRON ROD W/ YELLOW CAP #10569
- FD. 5/8" IRON ROD W/ YELLOW CAP #6581
- () — PARCEL SURVEYED RECORDED AS
- E — ELECTRICAL SERVICE

PART OF THE NW1/4 NE1/4
OF SEC. 22, T86N, R3W
OWNER: RONALD L. PICRAY AND JANE A. PICRAY

NW'ERLY CORNER OF LOT 2
BAUMANN'S SECOND ADD.
TO JONES COUNTY, IOWA
POINT OF BEGINNING

PARCEL 98-72
PLAT BOOK M,
PAGE 181
OWNER: MARIE JO BADER

PARCEL 98-73
PLAT BOOK M,
PAGE 181
OWNER: ADAM M. ROOK
AND ANGELA M. ROOK

LOT 3 OF
BAUMANN'S SECOND
ADDITION TO
JONES COUNTY, IOWA
OWNER: ADAM N. DAVIDSON

CAROL LANE
OWNER: CAROL LANE-ROAD AND WELL ASSN.

SW'ERLY CORNER OF LOT 2
BAUMANN'S SECOND ADD.
TO JONES COUNTY, IOWA

PARCEL 2002-86
BEING PART OF PARCEL
2001-135 REC. IN PLAT
BOOK O, PAGE 221
OWNER: KRAUS KUSTOM
BUILDERS LLC

PARCEL 2001-135
PLAT BOOK O, PAGE 109
EXCEPT PARCEL 2002-86
OWNER: CAROL A. BAUMANN AND
SHARON K. BAUMANN

LOT 11 OF BAUMANN'S
SECOND ADDITION TO JONES
COUNTY, IOWA EXCEPT
PARCELS 2001-93 & 2001-135
OWNER: SHARON K. BAUMANN

LOT 14 OF BAUMANN'S
SECOND ADDITION TO JONES
COUNTY, IOWA EXCEPTING
THEREFROM PARCEL 2001-93
OWNER: CAROL A. BAUMANN AND
SHARON K. BAUMANN

LOT 1
0.60 +/- ACRES TOTAL

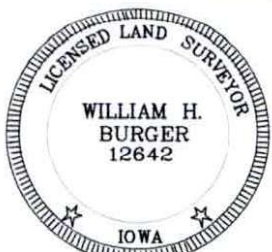
LOT 2
1.04 +/- ACRES TOTAL

LINE	BEARING	DISTANCE
L1	S 89°43'31" E (N 89°27'45" W)	13.81' (14.00')
L2	S 86°14'46" E (S 85°59'00" E)	14.00'
L3	S 03°04'11" W (S 3°20'00" W)	23.42'
L4	S 81°03'51" E (S 80°48'00" E)	33.80'
L5	S 55°05'46" E (S 54°50'00" E)	47.20'
L6	N 50°53'15" W (S 50°10'20" E)	43.39'
L7	N 57°45'41" E (S 57°56'35" W)	94.28'
L8	S 89°39'40" E (N 90°00'00" W)	10.01'

NOTES:

- 1) BAUMANN JACOBS 2ND ADDITION SHALL BE RESTRICTED TO A MINIMUM SETBACK DISTANCE OF 30.0' DISTANCE OF 30.0' FROM FRONT AND REAR LOT LINES AND 10' SIDE LOT LINE SETBACKS
- 2) BAUMANN JACOBS 2ND ADDITION WILL BE SERVICED BY EXISTING OVERHEAD ELECTRICAL, TELEPHONE AND CABLE TV.
- 3) THERE ARE NO ADDITIONAL ROADS OR DRIVEWAYS PROPOSED FOR BAUMANN JACOBS 2ND ADDITION. ACCESS WILL BE THROUGH (ACROSS) CAROL LANE FOR LOT 1 AND HOLLYWOOD ROAD FOR LOT 2.
- 5) THERE ARE NO FLOOD PLAIN AREAS WITHIN BAUMANN JACOBS ADDITION.
- 6) NO PROPOSED REGRADING OF BAUMANN JACOBS 2ND ADDITION

50 0 50 100



DATE OF SURVEY: 6/20/2026
PROPRIETORS: SEE INDEX LEGEND

SCALE: 1" = 50' SHEET 1

I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026

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

NO. OF SHEETS COVERED BY THIS SEAL: 1

WILLIAM H. BURGER

#12642

DATE

INDEX LEGEND

LOCATION: COMPRISED OF LOT 1 BAUMANN JACOBS 1ST ADDITION AND PART OF LOT 1 AND 2, ALL IN IN BAUMANN'S SECOND ADDITION TO JONES COUNTY, IOWA

PROPRIETORS: LOT 1 - MICHAEL M. JACOBS AND JACQUELINE M. JACOBS
LOT 2 - CAROL ANN BAUMANN AND SHARON KAY BAUMANN

REQUESTOR: MICHAEL JACOBS

SURVEYOR: BILL BURGER

SURVEYOR COMPANY: WM. BURGER LANDSURVEYOR

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

PREPARED BY BILL BURGER

510 3RD STREET WEST COURT, WORTHINGTON, IOWA 52078

(563) 855 2028

FINAL PLAT

BAUMANN JACOBS 2ND ADDITION

COMPRISED OF LOT 1 OF BAUMANN JQACOBS 1ST ADDITION AND PART OF LOTS 1 AND 2, ALL IN BAUMANN'S SECOND ADDITION TO JONES COUNTY, IOWA

LINE	BEARING	DISTANCE
L1	S 89°43'31" E (N 89°27'45" W)	13.81' (14.00')
L2	S 86°14'46" E (S 85°59'00" E)	14.00'
L3	S 03°04'11" W (S 3°20'00" W)	23.42'
L4	S 81°03'51" E (S 80°48'00" E)	33.80'
L5	S 55°05'46" E (S 54°50'00" E)	47.20'
L6	N 50°53'15" W (S 50°10'20" E)	43.39'
L7	N 57°45'41" E (S 57°56'35" W)	94.28'
L8	S 89°39'40" E (N 90°00'00" W)	10.01'

LEGEND

- FD. 1/2" IRON ROD
W/ NO CAP
- WHB FD. 1/2" IRON ROD W/
YELLOW CAP #12642
- M FD. 1/2" IRON ROD W/
MARRED YELLOW CAP
- FD. 1/2" IRON ROD W/
YELLOW CAP #10569
- FD. 5/8" IRON ROD W/
YELLOW CAP #6581
- BOUNDARY LINES SURVEYED
- () RECORDED AS

LOT 3 OF BAUMANN'S
SECOND ADDITION TO
JONES COUNTY, IOWA

CAROL LANE

LOT 9 OF BAUMANN'S
SECOND ADDITION TO
JONES COUNTY, IOWA

PARCEL 2002-86
BEING PART OF PARCEL
2001-135 REC. IN PLAT
BOOK O, PAGE 221

PARCEL 2001-135
PLAT BOOK O, PAGE 109
EXCEPT PARCEL 2002-86

LOT 11 OF BAUMANN'S
SECOND ADDITION TO JONES
COUNTY, IOWA EXCEPT
PARCELS 2001-93 & 2001-135

LOT 14 OF BAUMANN'S
SECOND ADDITION TO JONES
COUNTY, IOWA EXCEPTING
THEREFROM PARCEL 2001-93

PART OF THE NW1/4 NE1/4
OF SEC. 22, T86N, R3W

NW'ERLY CORNER OF LOT 2
BAUMANN'S SECOND ADD.
TO JONES COUNTY, IOWA
POINT OF BEGINNING

PARCEL 98-72
PLAT BOOK M,
PAGE 181

LOT 1
0.60 +/- ACRES TOTAL

PART OF LOT 2 OF
BAUMANN'S SECOND ADDITION
TO JONES COUNTY, IOWA

PARCEL 98-73
PLAT BOOK M,
PAGE 181

NE'ERLY CORNER OF LOT 1
BAUMANN'S SECOND ADD.
TO JONES COUNTY, IOWA

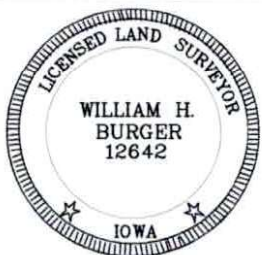
LOT 4
AUDITOR'S
PLAT #12

LOT 2

1.04 +/- ACRES TOTAL

PART OF LOT 1 OF
BAUMANN'S SECOND ADDITION
TO JONES COUNTY, IOWA

HOLLYWOOD ROAD



DATE OF SURVEY: 6/20/2026

SCALE: 1" = 50'

SHEET 1

PROPRIETORS: SEE INDEX LEGEND

I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS
PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR
UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY
LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026

Wm. Burger
LandSurveyor

510 3rd Street West Court
Worthington, Iowa 52078

NO. OF SHEETS COVERED BY THIS SEAL: 1

WILLIAM H. BURGER

#12642

DATE

LEGAL DESCRIPTION

BAUMANN JACOBS 2ND ADDITION – comprised of Lot 1 of Baumann Jacobs 1st Addition and part of Lots 1 and 2, all in Baumann's Second Addition to Jones County, Iowa, containing a total of 1.64 acres more or less, divided into 2 lots and numbered Lot 1 and Lot 2 as shown on the attached plat, **subject to easements, reservations, restrictions, and rights of way of record and not of record** and more particularly described by metes and bounds as follows:

BEGINNING at the Northwesterly corner of Lot 2 of Baumann's Second Addition to Jones County, Iowa as recorded in Book 289, Page 180 in the Office of the Jones County Recorder;

Thence South 89°-57'-12" East 113.10 feet along the Northerly line of said Lot 2 to the Northwesterly corner of Parcel 98-72 as recorded in Plat Book M, Page 181 in the Office of the Jones County Recorder;

Thence South 00°-20'-25" East 230.47 feet along the West line of said Parcel 98-72 and along the West line and to the Southwesterly corner of Parcel 98-73 as recorded in the Office of the Jones County Recorder in Plat Book M, Page 181, corner also being on the Northerly line of Lot 1 of Baumann Jacobs 1st Addition;

Thence North 89°-43'-31" East 13.81 feet along the Northerly line and to the Northeasterly corner of said Lot 1 of Baumann Jacobs 1st Addition;

Thence South 01°-03'-14" West 78.16 feet along the Easterly line of said Lot 1 of Baumann Jacobs 1st Addition and along an Easterly line of Lot 1 of said Baumann's Second Addition;

Thence South 86°-14'-46" East 14.00 feet along a Northerly line of said Lot 1 Baumann's Second Addition;

Thence South 03°-04'-11" West 23.42 feet along an Easterly line of said Lot 1 Baumann's Second Addition;

Thence South 81°-03'-51" East 33.80 feet along a Northerly Easterly line of said Lot 1 Baumann's Second Addition;

Thence South 55°-05'-46" East 47.20 feet along a Northeasterly line and to the Southeasterly corner of said Lot 1 Baumann's Second Addition;

Thence South 40°-44'-14" West 223.00 feet along a Southeasterly line and to the Southerly corner of said Lot 1 Baumann's Second Addition;

Thence North 43°-46'-01" West 175.00 feet along a Southwesterly line and to a Westerly corner of said Lot 1 Baumann's Second Addition;

Thence North 50°-53'-15" West 43.39 feet along a Southwesterly line of said Lot 1 to the Southeasterly corner of Parcel 2001-135 as recorded in Plat Book O, Page 109 in the Office of the Jones County Recorder;

Thence North 57°-45'-41" East 94.28 feet along a Southeasterly line of said Parcel 2001-135 to the Southeast corner of Parcel 2002-86 as recorded in Plat Book O, Page 221 in the Office of the Jones County Recorder;

Thence North 00°-04'-13" West 100.31 feet along the East line and to the Northeast corner of said Parcel 2002-86, corner also being the Northwesterly corner of said Lot 1 of Baumann Jacobs 1st Addition

Thence South 89°-39'-40" East 10.01 feet along the Northerly line of said Lot 1 of Baumann Jacobs 1st Addition to the Southwesterly corner of Lot 2 of said Baumann's Second Addition;

Thence North 00°-15'-46" West 230.02 feet along the Westerly line of said Lot 2 to the **POINT OF BEGINNING**, containing a total of 1.64 acres more or less, divided into 2 lots and numbered Lot 1 and Lot 2 as shown on the attached plat, **subject to easements, reservations, restrictions, and rights of way of record and not of record**.

The Northerly line of Lot 2 of Baumann's Second Addition to Jones County, Iowa is assumed to bear South 89°-57'-12" East.

	SURVEYORS CERTIFICATE I hereby certify that this land survey document was prepared and related survey work was performed by me or under my direct personal supervision, and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa; My license renewal date is December 31, 2026 <i>William H. Burger</i> 9/14/26 William H. Burger Date Reg. No. 12642 Sheet No. 2 covered by this seal
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City Council Meeting
Prep. Date: 9/25/2026
Preparer: Britt Smith



Agenda Item: # 12
Agenda Date: 10/5/2026

Communication Page

Agenda Items Description: Resolution to approve the issuance of a one-time payment for an employee's back pay due to an incorrect pay rate application.

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: Approval of a one-time payment for a single employee's back pay due to the incorrect pay rate application.

Background Information: Officer Johnny Norwood began employment with the City of Monticello effective November 10th, 2025. Prior to this, Officer Norwood served as a Certified Peace Officer obtaining his ILEA certification effective April 19th, 2024. Upon Officer Norwood's hiring in November of 2025, he had one full year of certified law enforcement experience. The Police Officer's wage rates are based upon Years of Certified Service, so when Officer Norwood began employment with the City of Monticello we started him at the "Year 1" pay rate, not the initial "Starting Pay". This is consistent with every hiring of certified law enforcement officers. When the July 1st wage changes went into effect, he was continued to be paid at the "Year 1" rate instead of being increased to the "Year 2" rate. While the pay rate was applied correctly, the rate was 1 step lower than it should have been given his now 2 years of certified service. When the issue was identified, we had 2.5 months of an incorrect rate applied to Officer Norwood's pay. We have corrected the issue and have applied the correct pay rate for his profile. We have also calculated the corrected back pay to July 1st, 2026. The payment will be taken from our current Police Officers Wages Line Item which because the budget was calculated correctly using the correct wage rates it will have no impact on funds available by the end of the fiscal year.

Johnny Norwood Back Pay

Date	Hours	Pay	
June 20 - July 3, 2026	84.00	\$132.72	
July 4 - 17, 2026	84.00	\$132.72	
July 18 - 31, 2026	86.00	\$135.88	
July 18 - 31, 2026 OT	6.00	\$14.22	
August 1 - 14, 2026	84.00	\$132.72	
August 15 - 28, 2026	86.00	\$135.88	
August 29 - September 11, 2026	84.00	\$132.72	
September 12 - 25, 2026	84.00	\$132.72	
TOTAL		\$949.58	
Per Britt:			
On April 19, 2026 Johnny would have two-years of certification. On the first payroll in July 2026, Johnny's pay should have been at the two year rate. He was paid \$35.56/hour when it should have been \$37.14/hour.			

Staff Recommendation: I recommend that the Council approve the one-time payment for the backpay to Officer Norwood.

City of Monticello, Iowa

RESOLUTION

Approving the issuance of a one-time payment for an employee's back pay for Full-Time Certified Police Officer and approve wage

WHEREAS, a Monticello Full-Time Certified Police Officer was hired on November 10th, 2025, and

WHEREAS, Officer Johnny Norwood served as a Certified Peace Officer obtaining his ILEA certification effective April 19th, 2024. Upon Officer Norwood's hiring in November of 2025, he had one full year of certified law enforcement experience. The Police Officer's wage rates are based upon Years of Certified Service, and

WHEREAS, Police Chief Britt Smith requests a one-time payment for an employee's back pay, and setting his wage at \$37.14 per hour and

WHEREAS, The City Administrator recommends a one-time payment for an employee's back pay in the amount of \$949.58, and setting his hourly wage at \$37.14, and

WHEREAS, The Council finds it appropriate to follow the recommendation of the City Administrator, therefore, approves one-time payment for an employee's back pay in the amount of \$949.58, and setting his hourly wage at \$37.14, as previously set by City Council.

NOW, THEREFORE, The Council hereby authorizes one-time payment for an employee's back pay in the amount of \$949.58, and setting his hourly wage at \$37.14.

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 5th day of October 2026.

Scott Brighton, Mayor Pro Tem

Attest:

Sally Hinrichsen, City Clerk/Treasurer



September 28th, 2026

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

RE: 6TH STREET DITCH RESTORATION
PAY REQUEST #2 AND CHANGE ORDER #2

Dear Mayor and City Council,

Enclosed for your review and approval are Pay Request #2 and Change Order #2 for work completed on the 6th Street Ditch Restoration project.

Payment for this period includes costs associated with earthwork, miscellaneous project removals, culvert cleaning, dewatering, segmental block retaining wall installation, and erosion control installation.

Change Order #2 includes removing and replacing existing sidewalk that is in poor condition near the N. Cedar Street culvert, along the 502 N. Cedar Street and 516 N. Cedar Street properties.

We have reviewed the pay estimates and find it in agreement with the work completed to date. We, therefore, recommend approval of Pay Request #2 in the amount of **\$78,208.49** to Ground Line Company, LLC. Additionally, we recommend approval of Change Order #2 with a **\$8,046.00** increase to the overall project cost. The total project cost would be increased from \$773,460.00 to \$781,506.00.

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

Respectfully,

SNYDER & ASSOCIATES, INC.

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

Colton Ingels, P.E.
Project Engineer

Enclosure: Change Order #2, Pay Request #2

Cc: Russ Farnum, City of Monticello
Jacob Connolly, Ground Line Company, LLC

City of Monticello, Iowa

RESOLUTION

Approving Change Order Request #2 in the increased not to exceed amount of \$8,046.00, as submitted by Ground Line Company, LLC related to the 6th Street Ditch Restoration Project

WHEREAS, Ground Line Company, LLC is contracted with the City to complete the 6th Street Ditch Restoration Project, and

WHEREAS, Ground Line Company, LLC has submitted Change Order Request #2 tied to removal and replacing existing sidewalk that is in poor condition near the N. Cedar Street culvert, along the 502 N. Cedar Street and 516 N. Cedar Street properties, as noted in CO2.1 and CO2.2, with a total net change in contract price to increase in the amount of \$8,046.00, and

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

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve Change Order #2 submitted by Ground Line Company, LLC related to the 6th Street Ditch Restoration Project in the not to exceed increase amount of \$8,046.00.

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 5th day of October, 2026.

Scott Brighton, Mayor Pro Tem

Attest:

Sally Hinrichsen, City Clerk/Treasurer

CHANGE ORDER NO. 2

OWNER: City of Monticello

PROJECT: 6th Street Ditch Restoration
S&A PROJECT #: 123.0022.08

To: Ground Line Company, LLC
4782 County Rd E17
Address
Onslow, IA 52321
City, State, Zip

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

1. Description of change to be made:

Item No. CO2.1 & CO2.2 - Changes include labor, equipment, materials, and disposal to remove and replace existing sidewalk along N. Cedar Street, along the 502 N. Cedar Street & 516 N. Cedar Street properties.

2. Reason for Change:

Item No. CO2.1 & CO2.2 - The changes were made to replace existing sidewalk panels in poor condition near the N. Cedar Street culvert.

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

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
CO2.1	Removal of Sidewalk	27	SY	\$50.00	\$1,350.00
CO2.2	Sidewalk, PCC, 4"	27	SY	\$248.00	\$6,696.00
TOTAL					\$8,046.00

4. This change order will result in a net change in the contract completion time of 0 days and a net change in the cost of the project of \$8046.00 divided as follows:

	Contract Amount	Contract Completion Date
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)	\$773,460.00	November 20, 2026
Change due to this C.O. (+ or -)	\$8,046.00	0
Totals including this C.O.:	\$781,506.00	November 20, 2026

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

Ground Line Company, LLC

CONTRACTOR

By Jacob Connolly

DATE: 7/29/26

Snyder & Associates, Inc.

ENGINEER

By Colton Ingels
Colton Ingels, P.E.

DATE: 9-28-2026

City of Monticello

OWNER

By Scott Brighton
Scott Brighton, Mayor Pro Tem

DATE: _____

City of Monticello, Iowa

RESOLUTION

**Approving Pay Request #2 to Ground Line Company, LLC.,
Re: 6th Street Ditch Restoration Project in the amount of \$78,208.49**

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

WHEREAS, Ground Line Company, LLC. contracted with the City for the construction of public improvements described in general, as 6th Street Ditch Restoration Project, and

WHEREAS, Ground Line Company, LLC. their 2nd pay request in the amount of \$78,208.49, which has been reduced by the contractually agreed upon 3% 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 2nd pay request from Ground Line Company, LLC., in the amount of \$78,208.49, same reflecting the maintenance of a 3% retainer 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 5th day of October, 2026.

Scott Brighton, Mayor Pro Tem

Attest:

Sally Hinrichsen, City Clerk/Treasurer

APPLICATION FOR PARTIAL PAYMENT NO. 2

PROJECT: 6TH STREET DITCH RESTORATION

S&A PROJECT NO.: 123.0022.08

OWNER: CITY OF MONTICELLO
CONTRACTOR: GROUND LINE COMPANY, LLC
ADDRESS: 4782 COUNTY RD E17
ONslow, IA 52321

DATE: September 28, 2026

PAYMENT PERIOD: September 3, 2026
to September 19, 2026

1. CONTRACT SUMMARY:

Original Contract Amount: \$ 770,077.00
Net Change by Change Order: \$ 3,383.00
Contract Amount to Date: \$ 773,460.00

CONTRACT PERIOD: TOTAL CALENDAR DAYS

Original Contract Date: July 20, 2026
Original Contract Completion Date: November 20, 2026
Late Start Date: August 17, 2026

2. WORK SUMMARY:

Total Work Performed to Date: \$ 176,814.47
Retainage: 3% \$5,304.43
Total Earned Less Retainage: \$171,510.04
Less Previous Applications for Payment: \$ 93,301.55
AMOUNT DUE THIS APPLICATION: \$78,208.49

Added by Change Order: _____
Current Contract Completion Date: November 20, 2026

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

- (1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with 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

Ground Line Company, LLC

CONTRACTOR

By Jacob Connolly
Jacob Connolly

DATE: 9/29/26

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.

ENGINEER

By Colton Ingels
Colton Ingels, P.E.

DATE: 9-28-2026

5. OWNER'S APPROVAL

City of Monticello

OWNER

By Scott Brighton
Scott Brighton, Mayor Pro Tem

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	
1.	Clearing and Grubbing	1	LS	\$ 12,400.00	\$ 12,400.00			\$ -	0.5		\$ 6,200.00	
2.	Topsoil, On-site	466	CY	\$ 12.00	\$ 5,592.00	350		\$ 4,200.00	350		\$ 4,200.00	
3.	Topsoil, Off-site	311	CY	\$ 70.00	\$ 21,770.00	235		\$ 16,450.00	235		\$ 16,450.00	
4.	Excavation, Class 13	1407	CY	\$ 27.00	\$ 37,989.00			\$ -	700		\$ 18,900.00	
5.	Subbase, Special Backfill, 4"	262	SY	\$ 26.00	\$ 6,812.00			\$ -			\$ -	
6.	Subbase, Special Backfill, 12"	45	SY	\$ 26.00	\$ 1,170.00			\$ -			\$ -	
7.	Removal of Structure, Pedestrian Bridge	2	EA	\$ 500.00	\$ 1,000.00			\$ -	2		\$ 1,000.00	
8.	Removals, Retaining Wall	349	LF	\$ 66.00	\$ 23,034.00	12		\$ 792.00	191		\$ 12,606.00	
9.	Foundation Treatment Material	90.4	TON	\$ 40.00	\$ 3,616.00			\$ -	95.84		\$ 3,833.60	
10.	Excavation, Class 20	283.9	CY	\$ 35.00	\$ 9,936.50	283.9		\$ 9,936.50	283.9		\$ 9,936.50	
11.	Rock Excavation	27	CY	\$ 1,000.00	\$ 27,000.00			\$ -			\$ -	
12.	Replacement of Unsuitable Backfill Material	56	CY	\$ 120.00	\$ 6,720.00			\$ -			\$ -	
13.	Storm Sewer, Trenched, RCP, 36"	10	LF	\$ 450.00	\$ 4,500.00			\$ -			\$ -	
14.	Removal of Storm Sewer, RCP, 36"	6	LF	\$ 420.00	\$ 2,520.00			\$ -			\$ -	
15.	Culvert Cleaning	1	LS	\$ 2,500.00	\$ 2,500.00	0.75		\$ 1,875.00	0.75		\$ 1,875.00	
16.	Curb and Gutter, 2.5', 7"	91	LF	\$ 65.00	\$ 5,915.00			\$ -			\$ -	
17.	Structural Concrete (Miscellaneous)	337.2	CY	\$ 945.00	\$ 318,654.00			\$ -	31.25		\$ 29,531.25	
18.	Reinforcing Steel	19277	LB	\$ 1.90	\$ 36,626.30			\$ -	4391		\$ 8,342.90	
19.	Removal of Sidewalk	9	SY	\$ 52.00	\$ 468.00			\$ -	9		\$ 468.00	
20.	Removal of Driveway	224	SY	\$ 25.00	\$ 5,600.00			\$ -			\$ -	
21.	Sidewalk, PCC, 4"	9	SY	\$ 250.00	\$ 2,250.00			\$ -			\$ -	
22.	Driveway, Paved, PCC, 6"	228	SY	\$ 97.00	\$ 22,116.00			\$ -			\$ -	
23.	Driveway, Granular, 8"	228	SY	\$ 13.50	\$ 3,078.00			\$ -			\$ -	
24.	Curb and Gutter Removal	91	LF	\$ 23.00	\$ 2,093.00			\$ -			\$ -	
25.	Temporary Traffic Control	1	LS	\$ 7,500.00	\$ 7,500.00			\$ -	0.25		\$ 1,875.00	
26.	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1 & Bonded Fiber Matrix	0.31	AC	\$ 10,500.00	\$ 3,255.00			\$ -			\$ -	
27.	Hydraulic Seeding, Seeding and Fertilizing Type as Specified (No Mulching)	0.27	AC	\$ 8,500.00	\$ 2,295.00			\$ -			\$ -	
28.	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 4	0.58	AC	\$ 6,500.00	\$ 3,770.00			\$ -			\$ -	
29.	Filter Sock, 12"	886	LF	\$ 4.00	\$ 3,544.00	350		\$ 1,400.00	390		\$ 1,560.00	
30.	Filter Socks, Removal	886	LF	\$ 1.00	\$ 886.00	100		\$ 100.00	100		\$ 100.00	
31.	Temporary RECP, Type 4	1594	SY	\$ 2.85	\$ 4,542.90			\$ -			\$ -	
32.	Rip Rap, Class E	40	TON	\$ 95.00	\$ 3,800.00	34.71		\$ 3,297.45	34.71		\$ 3,297.45	
33.	Rip Rap, Soil Choked	72	TON	\$ 165.00	\$ 11,880.00	107.91		\$ 17,805.15	107.91		\$ 17,805.15	
34.	Stabilized Construction Exit	123	SY	\$ 22.00	\$ 2,706.00			\$ -	51.11		\$ 1,124.42	
35.	Grid-Tied Concrete Block Mat	141	SY	\$ 182.00	\$ 25,662.00			\$ -			\$ -	
36.	GTCBM Concrete Anchor Trench	14	LF	\$ 138.00	\$ 1,932.00			\$ -			\$ -	
37.	Temporary Sediment and Erosion Controls	1	LS	\$ 4,500.00	\$ 4,500.00			\$ -			\$ -	
38.	Removal of Fence, Wood	101	LF	\$ 15.00	\$ 1,515.00			\$ -			\$ -	
39.	Removal of Fence, Vinyl	73	LF	\$ 15.00	\$ 1,095.00			\$ -	73		\$ 1,095.00	
40.	Wood Fence, 6'	101	LF	\$ 60.00	\$ 6,060.00			\$ -			\$ -	
41.	Construction Fencing	480	LF	\$ 13.50	\$ 6,480.00	45		\$ 607.50	385		\$ 5,197.50	
42.	Segmental Block Retaining Wall	96	SF	\$ 90.00	\$ 8,640.00	101.33		\$ 9,119.70	101.33		\$ 9,119.70	
43.	Handrail, Aluminum	318	LF	\$ 127.00	\$ 40,386.00			\$ -			\$ -	
44.	Removal of Handrail	45	LF	\$ 8.00	\$ 360.00	9		\$ 72.00	24		\$ 192.00	
45.	Mobilization	1	LS	\$ 22,000.00	\$ 22,000.00	0.5		\$ 11,000.00	0.5		\$ 11,000.00	
46.	Maintenance of Postal Service	1	LS	\$ 464.30	\$ 464.30			\$ -			\$ -	
47.	Maintenance of Solid Waste	1	LS	\$ 444.00	\$ 444.00	0.5		\$ 222.00	0.5		\$ 222.00	
48.	Concrete Washout	1	LS	\$ 500.00	\$ 500.00			\$ -			\$ -	
49.	Dewatering	1	LS	\$ 15,000.00	\$ 15,000.00	0.25		\$ 3,750.00	0.5		\$ 7,500.00	
50.	Erosion & Water Discharge Control	1	LS	\$ 2,500.00	\$ 2,500.00			\$ -			\$ -	
51.	Temporary Shoring	1	LS	\$ 25,000.00	\$ 25,000.00			\$ -			\$ -	
		TOTAL ORIGINAL CONTRACT =				\$ 770,077.00	TOTAL		\$ 80,627.30	TOTAL		\$ 173,431.47
CHANGE ORDER SUMMARY:												
CO1.1	N. Cedar Street Culvert Wing Wall Saw-Cut	1	LS	3,383.00	\$ 3,383.00		CO1	\$ -	1	CO1	\$ 3,383.00	
					TOTAL CHANGE ORDERS =	\$ 3,383.00				\$ -	\$ 3,383.00	
					TOTAL CONTRACT							
					& CHANGE ORDERS		\$773,460.00				\$ 80,627.30	\$ 176,814.47

City Council Meeting
Prep. Date: September 30,2026
Preparer: Nick Kahler



Agenda Item: 15
Agenda Date: October 5,2026

Communication Page

Agenda Items Description: Resolution to purchase a new garage door for city shop

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: Replacing our last big garage door

Background Information: When the wind storm came through and damaged our garage door on the West side of the green building at the city shop it also put a bow in the door next to it. Since that time the door has begun to get stuck and not want to go up or down. This door has been here for many years and is the last big door that needs to be replaced. The cost for the new door, track, motor, and installation is \$7470.79. The new door is better insulated and has braces on the inside to help with wind pushing against it. Money was budgeted to replace this door and we would like to get it taken care of before winter comes.

Staff Recommendation: We recommend the purchase of a new garage door for the city shop

City of Monticello, Iowa

RESOLUTION

Approving Public Works building door replacement in the amount of \$7,470.79

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

WHEREAS, The Public Works Director requested a quote for an overhead door at the Public Works building, and

WHEREAS, Spahn & Rose Lumber Company submitted a quote for \$7,470.49 for replacement and installation of the damages overhead door, and

WHEREAS, The Public Works Director recommends approval of the quote, and

WHEREAS, The Council finds that the quotation received from Spahn & Rose Lumber Company should be accepted.

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the quote Spahn & Rose Lumber Company for replacement of the overhead door and the Public Works building, in the amount of \$7,470.79.

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 5th day of October, 2026.

Scott Brighton, Mayor Pro Tem

Attest:

Sally Hinrichsen, City Clerk/Treasurer

Subject to our terms and conditions of sale. Further copies available on request.

City Council Meeting Prep. Date: 09/02/2026 Preparer: Russell Farnum		Agenda Item: # 16 Agenda Date: 10/05/2026
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Communication Page

<u>Agenda Items Description:</u> Ordinance Amending Chapter 99, Sewer Service Charges Required

<u>Type of Action Requested:</u> Ordinance – Third and Final Reading												
<u>Attachments & Enclosures:</u> <table border="1"> <tr><td>Ordinance</td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>	Ordinance			<u>Fiscal Impact:</u> <table border="1"> <tr> <td>Budget Line Item:</td> <td> </td> </tr> <tr> <td>Budget Summary:</td> <td> </td> </tr> <tr> <td>Expenditure:</td> <td> </td> </tr> <tr> <td>Revenue:</td> <td> </td> </tr> </table>	Budget Line Item:		Budget Summary:		Expenditure:		Revenue:	
Ordinance												
Budget Line Item:												
Budget Summary:												
Expenditure:												
Revenue:												

Synopsis: Sanitary sewer fees were adjusted in 2021 with a relatively large increase in rates due to the mandated expansion of the waste water plant and operational costs that had increased over time. Prior to that adjustment, the sewer rates had not been reviewed or changed for 15 years. In order to better keep up with small adjustments over time, an annual adjustment of 2% was implemented at that time.

Recent review shows that the sewer rates need an adjustment of 6% beginning with the November billing period with a 5% adjustment annually for the 5 years thereafter.

This increase is due to a number of factors:

1. Water use is down, which saves a bit on operational costs but the high overhead costs over fewer gallons, increasing the cost per gallon;
2. The USDA requires a certain amount of funding reserves and cash flow levels upon transfer from the construction loan to the permanent financing;
3. The City had to replace the sewer jet truck three years earlier than anticipated due to the corrosion of the aluminum tank which caused constant failures.

No one wants to increase these fees and staff has worked hard to keep them as low as we can without placing the City in financial jeopardy.

This issue was discussed in depth at the Council work session on August 17.

Recommendation: Approval of Third and Final Reading is recommended.

ORDINANCE NO. 792

An Ordinance amending the Code of Ordinances of the City of Monticello, Iowa, by Amending Provisions Pertaining to Chapter 99, Section 01, Related to “Sewer Service Charges Required”

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

SECTION 1. SECTION MODIFIED. Chapter 99, Section 01, of the Code of Ordinances of the City of Monticello are repealed and the following adopted in lieu thereof:

99.01 SEWER SERVICE CHARGES REQUIRED. Each customer shall pay sewer service charges for the use of and for the service supplied by the municipal sanitary sewer system based upon the amount of water consumed at the following monthly rates of within the City:

1. Rates in effect from November 1, 2026 billing on:

- A. First 1,000 gallons used per month at \$21.78 (minimum bill).
- B. Second to ninth 1,000 gallons used per month at \$14.12 per 1,000 gallons.
- C. Tenth through infinity 1,000 gallons thereafter will be \$14.58 per 1,000 gallons.

2. Future Rates. The monthly per gallon rate set out in 99.01(1) shall be Adjusted annually as follows: On November 1, 2027 billing, all sewer rates shall be increased by 6.0% over the rates established in subsection 1 of this section. On each November 1 billing thereafter, said sewer rates shall be increased by 5.0% over the rates in effect during the preceding year.

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

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

1st reading September 8, 2026
2nd reading September 21, 2026
3rd reading _____, 2026

Passed by the Council the ____ day of _____, 2026.

Scott Brighton, Mayor Pro Tem

ATTEST:

Sally Hinrichsen, City Clerk

I certify that the foregoing was published as Ordinance No. 792 the ____ day of _____, 2026.

Sally Hinrichsen, City Clerk

City Council Meeting
Prep. Date: 10/1/2026
Preparer: Sally Hinrichsen



Agenda Item: # 17-27
Agenda Date: 10/05/2026

Communication Page

Agenda Items Description: Reports

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Reports / Potential Actions:

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