

# City of Monticello, Iowa

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Posted on January 12, 2023 at 1:00 p.m.

Monticello City Council Meeting January 16, 2023 @ 6:00 p.m.

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

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

## - Call to Order – 6:00 P.M.

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

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

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

<b>Approval</b> of Council Mtg. Minutes	January 3, 2023
<b>Approval</b> of Payroll	January 12, 2023
<b>Approval</b> of Bill List	
Approval of Treasurer's Report	December 2022
<b>Approval</b> of Legacy Lanes Alcohol License	

## Resolutions:

1. **Resolution** Approving Jones County Extension Programming investment and agreement for FY '24 in the amount of \$500.00
2. **Resolution** Approving Jones County Economic Development (JECD) Investment and agreement for FY '24 in the amount of \$15,000.00

3. **Resolution** Approving Jones County JETS Transportation System investment and agreement for FY '24 in the amount of \$1,500.00
4. **Resolution** Approving Jones County Safe & Healthy Youth Coalition Investment and agreement for FY '24 in the amount of \$3,000.00
5. **Resolution** Approving Monticello Firefighter's Organization investment and agreement for the Independence Day Fireworks festivities to be held on July 4, 2023, in the amount of \$2,600.00
6. **Resolution** Approving Jones County Senior Dining Funding Investment and agreement for FY '24 in the amount of \$4,329.00
7. **Resolution** Approving Jones County Tourism investment and agreement for FY '24 in the amount of \$1,212.00, plus 4% of Hotel/Motel taxes received by City of Monticello in FY 2023
8. **Resolution** Approving Maquoketa River Watershed Management Authority Investment and Agreement for FY '24 in the amount of \$6,060.00
9. **Resolution** Appropriating funds necessary to meet the City's Obligation to Monticello Main Street Iowa Program Agreement
10. **Resolution** Scheduling Public Hearing for the Purpose of Considering the Maximum Tax Dollars to be collected by the City from Certain Levies for the City's Proposed Fiscal Year 2023-2024 Budget for February 20, 2023 at 6:00 p.m.
11. **Resolution** to approve the hiring of a Monticello Ambulance Full-Time Paramedic and setting wage
12. **Resolution** Approving Lease Agreement between the City of Monticello and Jeff Nagel with regard to the "farm" ground at the Monticello Airport

**Reports / Potential Actions:**

13. City Engineer
14. Mayor
15. City Administrator
16. City Clerk
  - a. Sewage usage credit policy
  - b. ABD auto renewal program
17. Public Works Director
18. Police Chief
19. Water/Wastewater Superintendent
20. Park and Recreation Director

21. Library Director

**Executive Session:**

22. Close session – To discuss a real estate transaction pursuant to Iowa Code Section 21.5(1)(j)

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

**Work Session – no action will be taken:**

23. Work Session on budget

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

## **Meeting Instructions for the Public**

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

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

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

Topic: January 16, 2023 Council Meeting

Time: Jan 16, 2023 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83366222516>

Meeting ID: 833 6622 2516

One tap mobile

+16465588656,,83366222516# US (New York)

+16469313860,,83366222516# US

Dial by your location

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US  
+1 312 626 6799 US (Chicago)  
+1 564 217 2000 US  
+1 669 444 9171 US  
+1 669 900 9128 US (San Jose)  
+1 689 278 1000 US  
+1 719 359 4580 US  
+1 253 205 0468 US  
+1 253 215 8782 US (Tacoma)  
+1 346 248 7799 US (Houston)  
+1 360 209 5623 US  
+1 386 347 5053 US  
+1 507 473 4847 US

Meeting ID: 833 6622 2516

Find your local number: <https://us02web.zoom.us/j/kc7eevtCYp>

Regular Council Meeting  
January 3, 2023 – 6:00 P.M.  
Community Media Center

Mayor David Goedken called the meeting to order. Council present were: Chris Lux, Candy Langerman, Wayne Peach and Tom Yeoman. Councilmember Brenda Hanken arrived during meeting and Councilmember Scott Brighton was absent. Also present were City Administrator Russell Farnum, City Clerk Sally Hinrichsen, Police Chief Britt Smith, Park & Rec Director Jacob Oswald, Public Works Director Nick Kahler and Water/Wastewater Superintendent Jim Tjaden. The public was invited to attend the meeting in person, with limited seating or to participate in the meeting electronically via “Zoom Meetings” and were encouraged to communicate from Zoom Meeting via chat, due to the heightened public health risks of the Coronavirus Pandemic (COVID-19).

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

Bud Coyle, 515 North Sycamore, inquired on how the ice-skating rink was setup and why water was hauled instead of using hydrant. Oswald stated it is a new rink, which was setup in 15 degrees below zero weather. It is best to do thin layers of water and let it freeze, before adding more water. Temps went from 15 degrees below to 50 degrees in a few days, so it all melted. Depending on weather, they will work on it again.

Yeoman moved to approve the consent agenda; Lux seconded, roll call was unanimous.

Peach moved to approve Resolution #2023-1 Designating the Monticello Express as the Official Publication Newspaper for City of Monticello. Langerman seconded. Roll call was unanimous.

Peach moved to approve Resolution #2023-2 Approving Agreement for Communication Services Between Jones County, Jones County Sheriff, and City of Monticello. Langerman seconded, roll call was unanimous.

Lux moved to approve Resolution #2023-3 Requesting Abatement of accrued Property Taxes on property owned by the City of Monticello for public purposes within the city limits of the City of Monticello. Langerman seconded, roll call was unanimous.

Yeoman moved to approve Resolution #2023-4 Approving the Written Investment Policy applicable to all Funds of the City of Monticello, Iowa, as required by Chapters 12B and 12C of the Code of Iowa. Peach seconded, roll call was unanimous.

Yeoman is the current Monticello representative on the Jones County Economic Development Board of Directors and agreed to serve another term. Peach moved to appoint Tom Yeoman as Monticello’s representative on the Jones County Economic Development Board of Directors, Lux seconded, roll call was unanimous.

Oswald stated the Volunteer Iowa program is launching a new initiative called the City Volunteer Engagement Initiative. This 6-month initiative includes training, coaching, and resources to help cities engage community members in meaningful service that helps build the city’s capacity to achieve its priorities. Applications are due January 17; requires a commitment of three people to attend the training and others can be added

later; and the requires Council's blessing to submit the application. Yeoman moved to authorize City Staff to submit Volunteer Iowa application for City Volunteer Engagement Initiative, Lux seconded, roll call was unanimous.

Langerman moved Ordinance #757 amending the Code of Ordinances of the City of Monticello, Iowa, by Amending Provisions Pertaining to "Chapter 165 "ZONING REGULATIONS", third and final reading in title only. Lux seconded. Roll call was unanimous.

Peach moved Ordinance #758 amending the Code of Ordinances of the City of Monticello, Iowa, by Amending Provisions Pertaining to "Nuisance Abatement Procedure", third and final reading in title only. Lux seconded. Roll call was unanimous.

Farnum advised Library Director, Faith Brehm, started today

Farnum reviewed letter sent by IDOT advising the patch work that will be completed this year on Hwy 151 from Hwy 13 to Hwy 61. IDOT will also be paving Hwy 38 near airport to the East and DOT questioned if City wanted to include the Approach of Shover Drive in the project. Consensus of Council was to do approach. Councilmember Hanken arrived.

Farnum updated Council on the 6<sup>th</sup> Street ditch walk thru with engineers and City staff. Engineers are working on design recommendations and mitigation requirements.

Farnum reported working with Jellystone Park and their desire to connect to the City sewer system.

Farnum reported the interim financing proposals will be going out this week .

Hinrichsen reported working on budget with Farnum and department heads.

Kahler advised they are working on street signs hit by vehicles in the recent storm.

Smith reported that Kaleb Payne was promoted from part time to full time paramedic and they are now looking for a part time paramedic to take his place,

Tjaden reported that Royal Flush had no violations in November and December 2022.

Peach motioned to adjourn the meeting at 6:23 P.M.

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David Goedken, Mayor

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Sally Hinrichsen, City Clerk/Treasurer

# PAYROLL - JANUARY 12, 2023

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
<b>AMBULANCE</b>	<b>December 26, 2022 - January 8, 2023</b>				
Devin Arduser	\$ 212.00	\$ -	0.00	0.00	\$ 182.62
Brian Bronemann	817.93	-	0.00	0.00	674.25
Jacob Gravel	1,712.00		1.50	24.00	1,265.01
Mary Intlekofer	1,756.80	-	36.00	80.25	1,230.01
Nick Kahler	96.00	-	0.00	0.00	82.62
Lori Lynch	3,308.45	1,347.89	0.00	0.00	2,196.02
Coletta Matson	2,527.20	842.40	0.00	0.00	1,857.31
Mandy Norton	607.25	-	0.00	0.00	484.70
Kaleb Payne	725.40	-	0.00	0.00	525.61
Curtis Wyman	2,541.25	914.85	0.00	41.50	1,713.16
<b>TOTAL AMBULANCE</b>	<b>\$ 14,304.28</b>	<b>\$ 3,105.14</b>	<b>37.50</b>	<b>145.75</b>	<b>\$ 10,211.31</b>
<b>CEMETERY</b>	<b>December 26, 2022 - January 8, 2023</b>				
Dan McDonald	\$ 2,152.39	\$ 184.39	0.00	0.38	\$ 1,614.63
<b>TOTAL CEMETERY</b>	<b>\$ 2,152.39</b>	<b>\$ 184.39</b>	<b>0.00</b>	<b>0.38</b>	<b>\$ 1,614.63</b>
<b>CITY HALL</b>	<b>December 26, 2022 - January 8, 2023</b>				
Cheryl Clark	\$ 1,824.51	\$ 8.51	0.00	18.75	\$ 1,254.54
Russ Farnum	3,711.54	-	0.00	0.00	2,501.77
Sally Hinrichsen	2,744.73	-	0.00	0.00	1,672.04
Nanci Tuel	1,618.40	-	0.00	0.00	1,071.55
<b>TOTAL CITY HALL</b>	<b>\$ 9,899.18</b>	<b>\$ 8.51</b>	<b>0.00</b>	<b>18.75</b>	<b>\$ 6,499.90</b>
<b>FIRE</b>					
Joe Bayne	\$ 208.33	\$ -	0.00	0.00	\$ 192.39
Billy Norton	166.67	-	0.00	0.00	143.57
Johnny Russ	60.00	-	0.00	0.00	55.41
Paul Warner	125.00	-	0.00	0.00	115.44
<b>TOTAL FIRE</b>	<b>\$ 560.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 506.81</b>
<b>LIBRARY</b>	<b>December 26, 2022 - January 8, 2023</b>				
Faith Brehm	\$ 646.15	\$ -	0.00	0.00	\$ 545.60
Molli Hunter	1,184.00	-	0.00	0.00	937.89
Penny Schmit	1,405.60	-	0.00	0.00	775.55
<b>TOTAL LIBRARY</b>	<b>\$ 3,235.75</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,259.04</b>
<b>MBC</b>	<b>December 26, 2022 - January 8, 2023</b>				
Keegan Arduser	\$ 1,384.62	\$ -	0.00	0.00	\$ 1,072.19
Jacob Oswald	2,193.88	-	0.00	0.00	1,668.50
<b>TOTAL MBC</b>	<b>\$ 3,578.50</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ 2,740.69</b>
<b>POLICE</b>	<b>December 26, 2022 - January 8, 2023</b>				
Zach Buehler	\$ 462.78	\$ -	0.00	0.00	\$ 398.64
Peter Fleming	2,507.76	-	12.00	41.25	1,758.66
Dawn Graver	2,604.32	-	0.00	0.00	1,896.10
Erik Honda	2,583.84	-	0.00	11.25	1,942.65
Blaine Kamp	2,583.84	-	12.00	24.00	1,953.04
Jordan Koos	2,583.84	-	0.00	57.50	1,794.40
Nicole Minnihan	175.00	-	0.00	0.00	110.60

# PAYROLL - JANUARY 12, 2023

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
Britt Smith	3,461.54	-	0.00	0.00	2,550.63
Madonna Staner	1,623.20	-	0.00	0.00	1,252.18
Brian Tate	3,626.16	187.56	0.00	17.25	2,599.09
<b>TOTAL POLICE</b>	<b>\$ 22,212.28</b>	<b>\$ 187.56</b>	<b>24.00</b>	<b>151.25</b>	<b>\$ 16,255.99</b>
<b>ROAD USE</b>	<b>December 26, 2022 - January 8, 2023</b>				
Zeb Bowser	\$ 2,056.20	\$ 268.20	1.50	3.00	\$ 1,507.05
Nick Kahler	2,388.39	-	0.00	0.00	1,676.05
TJ Nealson	1,736.10	8.10	7.50	15.00	1,334.47
Jasper Scott	2,089.73	301.73	0.00	0.13	1,492.76
<b>TOTAL ROAD USE</b>	<b>\$ 8,270.42</b>	<b>\$ 578.03</b>	<b>9.00</b>	<b>18.13</b>	<b>\$ 6,010.33</b>
<b>SEWER</b>	<b>December 24, 2022 - January 6, 2023</b>				
Tim Schultz	\$ 2,160.07	\$ 124.07	7.50	23.63	\$ 1,518.51
Jim Tjaden	2,576.92	-	0.00	0.00	1,887.44
<b>TOTAL SEWER</b>	<b>\$ 4,736.99</b>	<b>\$ 124.07</b>	<b>7.50</b>	<b>23.63</b>	<b>\$ 3,405.95</b>
<b>WATER</b>	<b>December 24, 2022 - January 6, 2023</b>				
Scott Hagen	\$ 1,848.00	\$ -	17.25	27.00	\$ 1,464.29
<b>TOTAL WATER</b>	<b>\$ 1,848.00</b>	<b>\$ -</b>	<b>17.25</b>	<b>27.00</b>	<b>\$ 1,464.29</b>
<b>TOTAL - ALL DEPTS.</b>	<b>\$ 70,797.79</b>	<b>\$ 4,187.70</b>	<b>95.25</b>	<b>384.89</b>	<b>\$ 50,968.94</b>



## CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
AT&T MOBILITY	PD CELL PHONES	177.63			
BAKER PAPER CO INC	PD BUILDING SUPPLIES	72.52			
KEVIN'S GUNS	PD AMMUNITION	450.00			
MEDIACOM	PD TELEPHONE	22.25			
MONTICELLO COMM SCHOOL DISTRICT	PD FUEL	913.14			
MONTICELLO EXPRESS INC	PD SUPPLIES	17.99			
TCM BANK NA	PD TRAVEL - HONDA	556.95			
UNIFORM DEN INC	PD MINOR EQUIPMENT	350.06			
		-----			
110	POLICE DEPARTMENT TOTAL	2,560.54			
STREET LIGHTS					
ALLIANT ENERGY-IES	RU LIGHT SYSTEMS & STRUCTURES	1,057.19			
LASLEY ELECTRIC LLC	RU LIGHT SYSTEMS & STRUCTURES	1,414.74			
		-----			
230	STREET LIGHTS TOTAL	2,471.93			
AQUATIC CENTER					
NEXT GENERATION PLBG & HTG LLC	POOL EQUIP REPAIR/MAINT	2,010.00			
		-----			
440	AQUATIC CENTER TOTAL	2,010.00			
CEMETERY					
JOHN DEERE FINANCIAL	CEMETERY EQUIP REPAIR/MAINT	88.09			
MONTICELLO COMM SCHOOL DISTRICT	CEMETERY FUEL	205.81			
		-----			
450	CEMETERY TOTAL	293.90			
SOLDIER'S MEMORIAL BOARD					
MEDIACOM	SLDR MEM TELEPHONE	19.70			
		-----			
498	SOLDIER'S MEMORIAL BOARD TOTAL	19.70			
CITY HALL/GENERAL BLDGS					
JOHN DEERE FINANCIAL	CH BLDG REPAIR/MAINT	76.93			
MEDIACOM	CH TELEPHONE	19.70			
MONTICELLO EXPRESS INC	CH ADVERTISING	388.80			
MONTICELLO ROTARY CLUB	CH DUES - FARNUM	150.00			
SPAHN & ROSE LUMBER CO INC	CH BLDG REPAIR/MAINT	11.79			
		-----			
650	CITY HALL/GENERAL BLDGS TOTAL	647.22			
		-----			
001	GENERAL TOTAL	8,003.29			
MONTICELLO BERNDEN CENTER					
PARKS					
DEVIN ARDUSER	MBC DAMAGE DEPOSIT REFUND	200.00			
SARAH REBECCA HOVEY	MBC PRO FEES - MASTER PLAN	750.00			
MONTICELLO COMM SCHOOL DISTRICT	MBC FUEL	191.02			
MONTICELLO SPORTS	MBC CLOTHING	75.00			
PEPSI COLA BOTTLING CO	MBC CONCESSIONS	261.76			

## CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
TCM BANK NA	MBC IPRA MEMBERSHIP RENEWAL	553.33			
	430 PARKS TOTAL	2,031.11			
	005 MONTICELLO BERNDEN CENTER TOTAL	2,031.11			
FIRE					
FIRE					
AT&T MOBILITY	FIRE TABLET	41.27			
BROWN SUPPLY CO INC	FIRE SUPPLIES	240.00			
EMERGENCY SERVICES MARKETING	FIRE IAMRESPONDING.COM SERVICE	305.00			
JOHN DEERE FINANCIAL	FIRE BLDG REPAIR/MAINT	19.98			
MONTICELLO COMM SCHOOL DISTRICT	FIRE FUEL	238.79			
MONTICELLO FIRE ASSOCIATION	FIRE SERVICES	12,105.00			
RADIO COMMUNICATIONS CO INC	FIRE RADIOS	29,991.00			
	150 FIRE TOTAL	42,941.04			
	015 FIRE TOTAL	42,941.04			
AMBULANCE					
AMBULANCE					
AT&T MOBILITY	AMB CELL PHONES	66.50			
BAKER PAPER CO INC	AMB BUILDING SUPPLIES	72.53			
BOUND TREE MEDICAL, LLC	AMB MEDICAL SUPPLIES	1,130.07			
CR PHARMACY SERVICE INC	AMB MEDICAL SUPPLIES	235.00			
KLOCKE'S EMERGENCY VEHICLES	AMB VEHICLE OPERATING	552.13			
MEDIACOM	AMB TELEPHONE	22.25			
MONTICELLO COMM SCHOOL DISTRICT	AMB FUEL	1,242.17			
PHYSICIAN'S CLAIM COMPANY	AMB BILLING FEES	2,768.02			
STERICYCLE, INC.	AMB PHARMACEUTICAL DISPOSAL	79.35			
TCM BANK NA	AMB SURFACE PRO SCREEN PROTECT	19.97			
ZOLL MEDICAL CORPORATION	AMB MEDICAL SUPPLIES	468.00			
	160 AMBULANCE TOTAL	6,655.99			
	016 AMBULANCE TOTAL	6,655.99			
HOTEL/MOTEL TAX					
HOTEL/MOTEL					
MONTICELLO CHAMBER OF COMMERCE	CHAMBER DUES	300.00			
	699 HOTEL/MOTEL TOTAL	300.00			
	018 HOTEL/MOTEL TAX TOTAL	300.00			
LIBRARY IMPROVEMENT					
LIBRARY					
FAREWAY STORES #840-1	LIB IMP PROGRAMS/PROMOTIONS	14.20			
TCM BANK NA	LIB IMP PROGRAMS/PROMOTIONS	486.97			

## CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	410 LIBRARY TOTAL	501.17			
	030 LIBRARY IMPROVEMENT TOTAL	501.17			
LIBRARY					
LIBRARY					
BAKER & TAYLOR BOOKS	LIB BOOKS	28.48			
CULLIGAN TOTAL WATER -	LIB BUILDING SUPPLIES	6.00			
JOHN DEERE FINANCIAL	LIB BUILDING SUPPLIES	23.77			
MEDIACOM	LIB TELEPHONE	39.40			
MONTICELLO EXPRESS INC	LIB OFFICE SUPPLIES	52.99			
TCM BANK NA	LIB OFFICE SUPPLIES	20.80			
	410 LIBRARY TOTAL	171.44			
	041 LIBRARY TOTAL	171.44			
AIRPORT					
AIRPORT					
MONTICELLO COMM SCHOOL DISTRICT	AIRPORT FUEL	419.73			
	280 AIRPORT TOTAL	419.73			
	046 AIRPORT TOTAL	419.73			
ROAD USE					
STREETS					
AT&T MOBILITY	RU INTERNET FOR TRAFFIC LIGHTS	403.24			
BROWN SUPPLY CO INC	RU SUPPLIES	303.50			
TRACY L CHAPPELL	RU EQUIP REPAIR/MAINT	145.32			
BRIAN CROWLEY	RU EQUIP REPAIR/MAINT	1,500.00			
JOHN DEERE FINANCIAL	RU SUPPLIES	381.25			
LASLEY ELECTRIC LLC	RU BLDG REPAIR/MAINT	55.88			
MONTICELLO COMM SCHOOL DISTRICT	RU FUEL	1,571.09			
SPAHN & ROSE LUMBER CO INC	RU BLDG REPAIR/MAINT	815.22			
TCM BANK NA	RU EQUIP REPAIR/MAINT	71.96			
THOMPSON TRUCK & TRAILER, INC.	RU EQUIP REPAIR/MAINT	371.80			
	210 STREETS TOTAL	5,619.26			
SNOW REMOVAL					
ACCENT CONSTRUCTION	RU SNOW REMOVAL	1,530.00			
ALL SEASON'S TRUCKING INC	RU SNOW REMOVAL	2,839.59			
BEHREND'S CRUSHED STONE	RU SNOW REMOVAL	1,853.25			
JERRY MCELMEEL	RU SNOW REMOVAL	2,650.00			
	250 SNOW REMOVAL TOTAL	8,872.84			

## CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	110 ROAD USE TOTAL		14,492.10		
PARK IMPROVEMENT					
CAPITAL PROJECTS					
JOHN DEERE FINANCIAL	PARK IMP - HOLIDAY ON 1ST	53.03			
DELAWARE COUNTY BROADCASTING	PARK IMP - HOLIDAY ON 1ST	150.00			
MONTICELLO EXPRESS INC	PARK IMP - HOLIDAY ON 1ST	178.40			
TCM BANK NA	PARK IMP - HOLIDAY ON 1ST	119.39			
	750 CAPITAL PROJECTS TOTAL		500.82		
	313 PARK IMPROVEMENT TOTAL		500.82		
MARY MAXINE REDMOND TRUST					
LIBRARY					
TCM BANK NA		8.27-			
	410 LIBRARY TOTAL		8.27-		
	339 MARY MAXINE REDMOND TRUST TOTAL		8.27-		
TRUST/IOMA MARY BAKER					
LIBRARY					
CENTER POINT PUBLISHING	LIB BAKER BOOKS	49.14			
	410 LIBRARY TOTAL		49.14		
	503 TRUST/IOMA MARY BAKER TOTAL		49.14		
WATER					
WATER					
AT&T MOBILITY	WATER TABLET	41.27			
HAWKINS WATER TREATMENT	WATER SYSTEM	40.00			
IOWA ONE CALL	WATER SYSTEM	21.15			
JOHN DEERE FINANCIAL	WATER SUPPLIES	183.47			
MONTICELLO COMM SCHOOL DISTRICT	WATER FUEL	123.71			
MONTICELLO EXPRESS INC	WATER OFFICE SUPPLIES	82.97			
TCM BANK NA	WATER POSTAGE	11.70			
	810 WATER TOTAL		504.27		
	600 WATER TOTAL		504.27		
SEWER					
SEWER					
FAREWAY STORES #840-1	SEWER LAB SUPPLIES	11.37			
STATE HYGIENIC LABORATORY	SEWER LAB TESTS	1,136.50			
IOWA ONE CALL	SEWER SYSTEM	21.15			
JOHN DEERE FINANCIAL	SEWER SUPPLIES	128.49			

## CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
MONTICELLO COMM SCHOOL DISTRICT	SEWER FUEL	123.68			
MONTICELLO EXPRESS INC	SEWER OFFICE SUPPLIES	7.99			
SPAHN & ROSE LUMBER CO INC	SEWER SUPPLIES	39.06			
TCM BANK NA	SEWER POSTAGE	104.75			
TELEDYNE INSTRUMENTS, INC.	SEWER EQUIP REPAIR/MAINT	712.47			
USA BLUE BOOK	SEWER LAB SUPPLIES	384.99			
WINDSTREAM IOWA-COMM. INC.	SEWER TELEPHONE	61.95			
		-----			
	815 SEWER TOTAL	2,732.40			
		-----			
	610 SEWER TOTAL	2,732.40			
SEWER CAPITAL IMPROVEMENT					
SEWER					
MONTICELLO EXPRESS INC	SEWER FACILITY IMPROVEMENTS	23.15			
		-----			
	815 SEWER TOTAL	23.15			
		-----			
	613 SEWER CAPITAL IMPROVEMENT TOTAL	23.15			
SANITATION					
SANITATION					
REPUBLIC SERVICES	RESIDENTIAL GARBAGE	37,086.57			
		-----			
	840 SANITATION TOTAL	37,086.57			
		-----			
	670 SANITATION TOTAL	37,086.57			
		=====			
	Accounts Payable Total	116,403.95			

**CLAIMS REPORT  
CLAIMS FUND SUMMARY**

	FUND NAME	AMOUNT
001	GENERAL	8,003.29
005	MONTICELLO BERND'S CENTER	2,031.11
015	FIRE	42,941.04
016	AMBULANCE	6,655.99
018	HOTEL/MOTEL TAX	300.00
030	LIBRARY IMPROVEMENT	501.17
041	LIBRARY	171.44
046	AIRPORT	419.73
110	ROAD USE	14,492.10
313	PARK IMPROVEMENT	500.82
339	MARY MAXINE REDMOND TRUST	8.27-
503	TRUST/IOMA MARY BAKER	49.14
600	WATER	504.27
610	SEWER	2,732.40
613	SEWER CAPITAL IMPROVEMENT	23.15
670	SANITATION	37,086.57
	-----	
	TOTAL FUNDS	116,403.95

Fund	Activity	Beginning Fund Balance	Revenue	Interest Earned	Transfers In	Expenses	Transfers Out	Ending Fund Balance	Cash on Hand	Clerk's Cash In Bank	Clerk's Cash In Bank	Clerk's Cash In Bank	Investments	Investments	Ending Fund Balance
GENERAL FUNDS:	General	1020546.28	169795.59	6462.44		121245.53	20723.75	1054835.03	775.00	468743.25	585316.78	11963.06			1054835.03
	Soldiers Memorial Board	12223.81	75.00			345.75		11953.06							11953.06
	Monticello Bernades Center	67616.28	1560.05	211.97		17192.12		52196.18	100.00	22007.55	30088.63				52196.18
	Dare	6777.19		22.28				6799.47		6799.47					6799.47
	Carline	5636.30		18.53				5654.83		5654.83					5654.83
	Insurance Fund	47499.94		156.16		647.12		47008.98		5752.60	41256.38				47008.98
	Monticello Trees Forever	29687.42		97.60				29785.02		29785.02					29785.02
	Fire	211993.17	14024.93	696.96		3356.77		223358.29		75801.42	147556.87				223358.29
	Ambulance Operating	128441.93	45401.76	422.29	9583.37	48993.18		134856.17		51215.63	83640.54				134856.17
	Hotel/Motel Tax Fund	20513.56	15742.65	67.44				36323.65		36323.65					36323.65
	Earl F Lehmann Trust	238.44		0.05				238.49				238.49			238.49
	Street Bond	800.00					300.00		500.00	500.00					500.00
	Police Improvement	40.63	564.00						604.63		604.63				604.63
	Library Improvement	40567.30	4698.82	133.37		1448.99		43950.50		11966.93	31983.57				43950.50
	Library	49122.32	152.25	161.25	11140.38	11493.80		49082.40	75.00	33747.65	15259.75				49082.40
	Equipment Set-A-Side	59469.01	1400.00	195.50				61064.51		2963.76	58100.75				61064.51
	Super Mac	25317.87		83.23		2434.80		22966.30		7916.99	15049.31				22966.30
	Airport	138800.53	4059.26	456.33		3623.37		139692.75		88671.44	51021.31				139692.75
	Revolving Loan Fund	43031.31		141.46				43172.77		15851.87	27320.90				43172.77
	SPECIAL REVENUE FUNDS:	Road Use Tax	332198.08	47487.31			32574.33		347111.06		47537.49	299573.57			
Road Use Tax Set-A-Side		82031.30		280.41				82311.71		21.52	82290.19				82311.71
Employee Benefits		337328.12	24763.68			46858.55		315233.25		26963.29	288269.96				315233.25
TIF Tax Collections		557176.31	33568.45	1429.51		96450.00		495724.27		468994.16	26830.11				495724.27
DEBT SERVICE FUNDS:	Slavka Gehret Trust	204466.72		672.21				205138.93		3187.16	201951.77				205138.93
	Police Forfeiture Acct	4.93						4.93		4.93					4.93
	Debt Service	311516.51	19129.34	924.16		500.00		331070.01		110474.26	220595.75				331070.01
	TIF - Debt Payments	0.00						0.00							0.00
PERMANENT FUNDS:	ARPA Capital Fund	588187.02		1933.76				590120.78			590120.78				590120.78
	Park Improvements	63979.87	2096.89	210.34		1591.80		64695.30		26325.05	38370.25				64695.30
	Library Capital Improvements	14178.36		46.61				14224.97		14224.97					14224.97
	Ambulance Improvements	143221.83	7832.01	470.86				151524.70		60999.35	90525.35				151524.70
	TIF Projects	0.00						0.00							0.00
	Cemetery Improvements	18826.01	85.00	643.88				19554.89		111.38	19443.51				19554.89
	Capital Improvements	66604.69	6035.00	218.97				72858.66		63540.24	9318.42				72858.66
	Low Income Housing	15620.97		51.35				15672.32		15672.32					15672.32
	Baty Disc Golf Course	2227.28		7.31				2234.59		2051.87	182.72				2234.59
	Mary Maxine Redmond Trust	7054.14		23.19		128.15		6949.18		213.87	6735.31				6949.18
ENTERPRISE FUNDS:	Pocket Park	9966.02		32.75		2.79		9965.98		4850.69	5145.29				9965.98
	Cemetery Perpetual Care	177040.30		95.00				177135.30		4098.00	173037.30				177135.30
AGENCY FUNDS	Charles S Bidwell Book Trust	80744.97		265.46				81010.43		188.18	80822.25				81010.43
	Joma Mary Baker Trust	37409.08		122.98				37531.06		423.92	37107.14				37531.06
	Water Operating	221818.37	37615.98	729.27		21934.55		238229.07		81071.56	157157.51				238229.07
	Customer Deposits	107850.16	750.00			695.00		107905.16		6332.60	101572.56				107905.16
	Water Capital Improvements	88383.12	5158.14	467.85				94009.11		36728.20	57280.91				94009.11
	Sewer Operating	962427.03	102391.18	3164.13		31027.37		1036954.97		520555.39	516399.58				1036954.97
	Sewer Sinking	50522.68		166.10				50688.78		50688.78					50688.78
	Sewer Capital Improvements	200320.95	18064.39	835.86		98957.60		120263.60		110788.90	9474.70				120263.60
	Sanitation	165539.94	53551.99	524.24		43354.42		176261.75		95372.66	80889.09				176261.75
	Sanitation Capital Improvements	8694.35		28.58				8722.93		8722.93					8722.93
TOTAL OF ALL FUNDS	Yard Waste Site	35677.27	3678.90	117.29		270.75		39202.71		13908.50	25294.21				39202.71
	Storm Water fund	40719.25	6946.12	133.87		438.49		47360.75		27295.00	20065.75				47360.75
AGENCY FUNDS	Self Funded Insurance	0.00	1048.20			1048.20		0.00							0.00
	Flex Spending	4331.76	1715.44			2386.34		3660.86		3660.86					3660.86
	Enterprise Flex Spending	107.48						107.48		107.48					107.48
TOTAL OF ALL FUNDS		6844497.16	628392.33	22922.80	20723.75	589299.77	20723.75	6907512.52	950.00	2653649.88	4240721.09	12191.55	0.00	0.00	6907512.52

Reviewed by: 

City of Monticello  
Bank Reconciliation Report  
For the Month of December 2022

Bank Balance		
General Checking	\$2,738,667.11	
Property Tax & Water	\$4,240,721.09	
Soldiers Memorial Ckg	\$11,953.06	
Earl F Lehmann Trust	\$238.49	
Total Bank Balance		\$6,991,579.75
Plus (Minus) Adjustment:		
Bank Charge/Error		
Total Adjustment		\$0.00
Plus Outstanding Cedit Card Pymt:		
Credit Card Payments	\$245.49	
Total Outstanding Credit Card Pymts		\$245.49
Less Outstanding Checks:		
Financial/Payroll	\$85,262.72	
Soldiers Memorial		
Total Outstanding Checks		\$85,262.72
Plus Investments:		
Time Certificates	\$0.00	
Petty Cash	\$950.00	
Total Investments		\$950.00
Treasurer's Balance		<u>\$6,907,512.52</u>

Prepared By: Sally Hinrichsen  
Sally Hinrichsen, City Clerk

Reviewed by: Russell Farnum  
Russell Farnum, City Administrator



City of Monticello  
Cash On Hand By Bank  
For December 31st, 2022



Bank					
Account type & number	Amount	Interest rate	Maturity date	Length of investment	Purpose
<b>F &amp; M Bank</b>					
Total by Bank	\$0.00				
<b>Citizens State Bank</b>					
Savings # 6025641	\$238.49	0.150	N/A		Earl F Lehmann Trust Soldier Memorial
Checking #394486	\$11,953.06		N/A		
Total by Bank	\$12,191.55				
<b>Dutrach Credit Union</b>					
Total by Bank	\$0.00				
<b>Fidelity Bank &amp; Trust</b>					
Total by Bank	\$0.00				
<b>Ohnward Bank &amp; Trust</b>					
General Ckg/Sweep #40002008	\$2,738,667.11		N/A		General Checking General Savings
Property Tax & Water #40001992	\$4,240,721.09		N/A		
Total by Bank	\$6,979,388.20				
Total Cash on Hand- All Banks	\$6,991,579.75				
Plus Petty Cash	\$950.00				Clerk's Office, Library, Aquatic Center and Berndes Center
Adjust Bank Error	\$245.49				
Plus Outstanding Credit Card Pymt	\$85,262.72				
Less Outstanding Checks	\$6,907,512.52				
Treasurer's Balance					

All of the accounts referenced above are "City" accounts, reported under the City Federal I.D. #. This is an all inclusive list of such accounts, including all Clerk's Office and Departmental Checking Accounts, same being subject to review during the annual City audit. In addition to the above accounts, the following component units, while legally separate entities from the City, are considered by the auditor to be "so intertwined with the City" that they are also subject to review during the City audit.

Riverside Gardeners, Inc  
Monticello Firefighters Organization, Inc  
Monticello Emergency Medical Team  
Friends of the Monticello Public Library  
Monticello Youth Baseball & Softball Assn

# TREASURER'S REPORT

## CALENDAR 12/2022, FISCAL 6/2023

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	1,020,546.28	176,258.03	141,969.28	.00	1,054,835.03
003 SOLDIER MEMORIAL FUND	12,223.81	75.00	345.75	.00	11,953.06
005 MONTICELLO BERNDEN CENT	67,616.28	1,772.02	17,192.12	.00	52,196.18
006 RECREATIONAL SET-A-SIDE	.00	.00	.00	.00	.00
008 DARE	6,777.19	22.28	.00	.00	6,799.47
009 POLICE CANINE UNIT	5,636.30	18.53	.00	.00	5,654.83
010 INSURANCE	47,499.94	156.16	647.12	.00	47,008.98
014 MONTICELLO TREES FOREVE	29,687.42	97.60	.00	.00	29,785.02
015 FIRE	211,993.17	14,721.89	3,356.77	.00	223,358.29
016 AMBULANCE	128,441.93	55,407.42	48,993.18	.00	134,856.17
018 HOTEL/MOTEL TAX	20,513.56	15,810.09	.00	.00	36,323.65
022 EARL F LEHMANN TRUST	238.44	.05	.00	.00	238.49
023 TRUST FUND/STREET BOND	800.00	.00	300.00	.00	500.00
026 POLICE IMPROVEMENT	40.63	564.00	.00	.00	604.63
030 LIBRARY IMPROVEMENT	40,567.30	4,832.19	1,448.99	.00	43,950.50
041 LIBRARY	49,122.32	11,453.88	11,493.80	.00	49,082.40
042 SPORTS COMPLEX	.00	.00	.00	.00	.00
044 EQUIPMENT SET-A-SIDE	59,469.01	1,595.50	.00	.00	61,064.51
045 SUPER MAC FUND	25,317.87	83.23	2,434.80	.00	22,966.30
046 AIRPORT	138,800.53	4,515.59	3,623.37	.00	139,692.75
050 REVOLVING LOAN FUND	43,031.31	141.46	.00	.00	43,172.77
110 ROAD USE	332,198.08	47,487.31	32,574.33	.00	347,111.06
111 ROAD USE SETASIDE	82,031.30	280.41	.00	.00	82,311.71
112 EMPLOYEE BENEFITS	337,328.12	24,763.68	46,858.55	.00	315,233.25
125 TIF -SPECIAL REVENUE	557,176.31	34,997.96	96,450.00	.00	495,724.27
178 TRUST/SLAVKA GEHRET FUN	204,466.72	672.21	.00	.00	205,138.93
180 POLICE FORFEITURE	4.93	.00	.00	.00	4.93
200 DEBT SERVICE	311,516.51	20,053.50	500.00	.00	331,070.01
225 TIF - DEBT	.00	.00	.00	.00	.00
300 ARPA CAPITAL FUND	588,187.02	1,933.76	.00	.00	590,120.78
313 PARK IMPROVEMENT	63,979.87	2,307.23	1,591.80	.00	64,695.30
316 LIB CAPITAL IMPROVEMENT	14,178.36	46.61	.00	.00	14,224.97
319 AMBULANCE IMPROVEMENT	143,221.83	8,302.87	.00	.00	151,524.70
325 TIF PROJECT	.00	.00	.00	.00	.00
326 TRUST/CEMETERY IMPROVEM	18,826.01	728.88	.00	.00	19,554.89
328 FAMILY AQUATIC CENTER C	.00	.00	.00	.00	.00
332 CAPITAL IMPROVEMENT	66,604.69	6,253.97	.00	.00	72,858.66
333 MYSBA CAPITAL FUND	.00	.00	.00	.00	.00
336 LOW INCOME HOUSING FUND	15,620.97	51.35	.00	.00	15,672.32
337 MDC FUNDS	.00	.00	.00	.00	.00
338 BATY DISC GOLF COURSE	2,227.28	7.31	.00	.00	2,234.59
339 MARY MAXINE REDMOND TRU	7,054.14	23.19	128.15	.00	6,949.18
375 POCKET PARK	9,966.02	32.75	2.79	.00	9,995.98
500 TRUST/CEMETERY PERPETUA	177,040.30	95.00	.00	.00	177,135.30
502 C.C. BIDWELL LIBRARY BO	80,744.97	265.46	.00	.00	81,010.43
503 TRUST/IOMA MARY BAKER	37,408.08	122.98	.00	.00	37,531.06
600 WATER	221,818.37	38,345.25	21,934.55	.00	238,229.07
601 WATER BOND SINKING	.00	.00	.00	.00	.00
602 CUSTOMER DEPOSITS	107,850.16	750.00	695.00	.00	107,905.16
603 WATER IMPROVEMENT	.00	.00	.00	.00	.00
604 WATER CAPITAL IMPROVEME	88,383.12	5,625.99	.00	.00	94,009.11
610 SEWER	962,427.03	105,555.31	31,027.37	.00	1,036,954.97
611 SEWER RESERVE	.00	.00	.00	.00	.00

**TREASURER'S REPORT**  
**CALENDAR 12/2022, FISCAL 6/2023**

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
612 SEWER SINKING	50,522.68	166.10	.00	.00	50,688.78
613 SEWER CAPITAL IMPROVEME	200,320.95	18,900.25	98,957.60	.00	120,263.60
614 SEWER IMPROVEMENT	.00	.00	.00	.00	.00
670 SANITATION	165,539.94	54,076.23	43,354.42	.00	176,261.75
671 SANITATION CAPITAL IMPR	8,694.35	28.58	.00	.00	8,722.93
675 YARD WASTE SITE	35,677.27	3,796.19	270.75	.00	39,202.71
740 STORM WATER	40,719.25	7,079.99	438.49	.00	47,360.75
820 INTERNAL REV SELF FUNDE	.00	1,048.20	1,048.20	.00	.00
950 FLEX SPENDING FUND	4,331.76	1,715.44	2,386.34	.00	3,660.86
951 ENTERPRISE FLEX SPENDIN	107.48	.00	.00	.00	107.48
Report Total	6,844,497.16	673,038.88	610,023.52	.00	6,907,512.52

<b>City Council Meeting</b> <b>Prep. Date:</b> 1/7/2023 <b>Preparer:</b> Sally Hinrichsen		<b>Agenda Item:</b> # 1 <b>Agenda Date:</b> 01/16/2023
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*Communication Page*

**Agenda Items Description:** Resolution Approving Jones County Extension Programming investment and agreement for FY '24 in the amount of \$500.00

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

**Attachments & Enclosures:**

Proposed Resolution
Letter Request for funding
Agreement

**Fiscal Impact:**

Budget Line Item:	
Budget Summary:	Admin County Contrib.
Expenditure:	\$500
Revenue:	

**Synopsis:** Extension requests funding from the City for summer programming.

**Background Information:** Iowa Auditor of State has provided guidance regarding the Iowa Constitution Article III, Section 31 and guidance for the City to give funds to private entities and the importance to identify and ensure the funds are serving a public purpose. No public money or property shall be appropriated for local, or private purpose, unless such appropriation, compensation, or claim, be allowed by two thirds of the members elected. It is a requirement that public funds be spent for the public benefit and/or purpose. Council should determine their finding of the “Public Purpose”. An Agreement, with the private entity, setting out the facts and rationale for how the public will benefit from the transfer of public funds to the private entity, The agreement should be approved by resolution of the Council

The attached letter explains the request for funding from Jones County Extension. Jacki Luckstead plans to attend Council meeting.

The City of Monticello has supported this program the last ten years in the amount of \$500.00 per year.

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

# THE CITY OF MONTICELLO, IOWA

## RESOLUTION #

Approving Jones County Extension Programming investment and agreement for FY '24 in the amount of \$500.00

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

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

**WHEREAS**, Jones County Extension presented a funding request to the City Council associated with various programming including the Summer Discovery / Summer Camp program they hold in Monticello and other Jones County communities, and

**WHEREAS**, the Monticello City Council reviewed agreement with Jones County Extension to support the Summer programming, and

**WHEREAS**, the Agreement with the above entity is subject to renewal annually, with the agreement for FY '24 being presented for approval in the amount of \$500.00, and

**WHEREAS**, the Monticello City Council has considered the request made by Jones County Extension, and has determined it appropriate to invest in the Jones County Extension programming

**NOW THEREFORE BE IT RESOLVED** by the City of Monticello, through its' City Council, in session this 16<sup>th</sup> day of January, 2023 that the City of Monticello does hereby approve the agreement with Jones County Extension, previously mentioned herein, and does hereby authorize the Mayor and City Clerk to execute the same on behalf of the City Council.

**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 16<sup>th</sup> day of January 2023.

---

David Goedken, Mayor

*Attest:*

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Sally Hinrichsen, City Clerk/Treasurer

# IOWA STATE UNIVERSITY

## University Extension

Jones County Extension  
800 N. Maple St., PO Box 28  
Monticello, IA 52310  
319 465-3224  
319 465-3312 fax

January 8, 2023

Monticello City Hall  
200 East First Street  
Monticello, Iowa 52310

Dear Council Members,

Jones County Extension & Outreach is proud to be able to offer opportunities for Jones County youth that spark curiosity and engage critical thinking. We will be offering Summer Discovery Camps for youth, Kindergarten through 5<sup>th</sup> grade. Summer Discovery Camp 2023 will have the theme “ Science Lab: Water, Slippery Things, Slime, and more!”

Iowa State University Extension & Outreach has offered Summer Discovery Camps in Jones County since 2006. Jones County Extension & Outreach staff lead youth to have the opportunity to experience a high-quality learning environment. Summer Discovery Camp will be 2 days, 9-3, in each community in Jones County. Youth will bring their own lunch, 2 snack times will be provided.

Jones County Extension & Outreach is committed to providing STEM opportunities to our youth at a reasonable price. Summer Discovery camps registration will be \$30 per youth in summer 2023. Registration fees contribute to the cost of the camp supplies, snacks, staff, and mileage.

Salary cost: 2 summer staff = \$300/per 20 youth  
Supply cost:                   = \$ 338/per 20 youth  
  \$ 639.00/per 20 youth

Total /per participant = \$38.34

We are requesting funding, \$500, from the City of Monticello to assist with the cost of this program.

Thank you for your consideration of funding this program. Summer Discovery camps are offered during the month of June in various locations throughout Jones County. The schedule of Summer Discovery Camps has not yet been determined.

Thank you for your support for Summer Discovery Camps in Monticello.

Sincerely,

*Jacki Luckstead*

Jacki Luckstead  
Youth Program Specialist  
Iowa State University Extension

<b>City Council Meeting</b> <b>Prep. Date:</b> 1/7/2023 <b>Preparer:</b> Sally Hinrichsen		<b>Agenda Item:</b> # 2 <b>Agenda Date:</b> 01/16/2023
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### *Communication Page*

**Agenda Items Description:** Resolution Approving Jones County Economic Development Investment (JCED) and agreement for FY '24 in the amount of \$15,000.00

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

**Attachments & Enclosures:**

Proposed Resolution
Agreement

**Fiscal Impact:**

Budget Line Item:	
Budget Summary:	Admin County Contrib.
Expenditure:	\$15,000
Revenue:	

**Synopsis:** Request of annual appropriation for Jones County Economic Development.

**Background Information:** Iowa Auditor of State has provided guidance regarding the Iowa Constitution Article III, Section 31 and guidance for the City to give funds to private entities and the importance to identify and ensure the funds are serving a public purpose. No public money or property shall be appropriated for local, or private purpose, unless such appropriation, compensation, or claim, be allowed by two thirds of the members elected. It is a requirement that public funds be spent for the public benefit and/or purpose. Council should determine their finding of the “Public Purpose”. An Agreement, with the private entity, setting out the facts and rationale for how the public will benefit from the transfer of public funds to the private entity, The agreement should be approved by resolution of the Council

The City of Monticello has been an investor or partner with Jones County Economic Development for many years. The amount requested \$15,000 is consistent with the City’s investment since FY '23.

Economic Development is often difficult to measure. An active Economic Development partner can be a great asset. Actual economic development is imperative to the health of our community, whether this \$15,000 investment will create economic development may be hard to ascertain, but if it generates one new business, building or Job we would see a return.

Jones County Economic Development Director, Derek Lumsden will be present to answer any question the Council may have. Derek has been very helpful on many fronts, with Compadres building and DNR grants, CDBG grant survey and the Wastewater Treatment Plant grant to name a few. He continues to work on Grant Opportunities and other opportunities.

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

# The City of Monticello, Iowa

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

RESOLUTION #

## **Approving Jones County Economic Development (JCED) Investment and agreement for FY '24 in the amount of \$15,000.00**

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

**WHEREAS**, the City of Monticello has partnered with the Jones County Economic Development Commission for a number of years. The annual investment amount requested by JCED is \$15,000.00, and

**WHEREAS**, the Council finds that the relationship by and between JCED and the City of Monticello is mutually beneficial and that the City should continue to invest in the JCED, and

**WHEREAS**, the Monticello City Council reviewed agreement with JCED to support the County Economic Development, and

**WHEREAS**, the Agreement with the above entity is subject to renewal annually, with the agreement for FY '24 being presented for approval in the amount of \$15,000.00, and

**WHEREAS**, the Monticello City Council has considered the request made by JCED, and has determined it appropriate to invest in the JCED.

**NOW THEREFORE BE IT RESOLVED** by the City of Monticello, through its' City Council, in session this 16<sup>th</sup> day of January, 2023 that the City of Monticello does hereby approve the agreement with JCED, previously mentioned herein, and does hereby authorize the Mayor and City Clerk to execute the same on behalf of the City Council.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.  
Done this 16<sup>th</sup> day of January, 2023.

---

David Goedken, Mayor

Attest:

---

Sally Hinrichsen, City Clerk/Treasurer



## **AGREEMENT**

This Agreement ("Agreement") is made as of the date of last signature below between the **CITY OF MONTICELLO, IOWA** ("CITY"), an Iowa Municipal Corporation, and        **Jones County Economic Development** ("ORGANIZATION"), an Iowa Non-Profit Corporation.

## **RECITALS**

**WHEREAS**, the Organization has made a request of the City for funding; and

**WHEREAS**, the City, when expending City funds, must consider and find that the use of said funds for the requested purpose has a beneficial public purpose; and

**WHEREAS**, the Organization is a domestic non-profit corporation pursuant to applicable laws of the State of Iowa and a 501(c)(6) organization pursuant to applicable regulations of the Internal Revenue Service; and

**WHEREAS**, any agreement by the City to support the Organization must be reduced to writing, approved by Resolution of the Council, and recorded in the City Council minutes with the minutes and the Resolution clearly setting forth the public purpose of the expenditure; and

**WHEREAS**, the ORGANIZATION proposes to use the requested funds for the following public purpose(s) / qualifying expenses: (Consider and describe services provided directly to the City and/or services/benefits to the "Public" in general.)

Grant research, writing, and project management where necessary; continued Business Retention, Recruiting, and Expansion activities; childcare and housing research and solutions implementation (where feasible); and other areas of mutual interest

**WHEREAS**, the City Council hereby finds that the ORGANIZATION will use the funds requested for a valid public purpose as set forth above and should, therefore, be approved in the amount of \$ 15,000 in cash and \$4,000 in in-kind office and internet services.

## **AGREEMENT**

**NOW THEREFORE**, in consideration of identified Public Purpose(s) set forth above to be provided and/or performed by the ORGANIZATION and other good and valuable consideration, the CITY and the ORGANIZATION do hereby agree as follows:

1. **FINANCIAL CONTRIBUTION.** The CITY agrees to invest \$ 15,000 in the ORGANIZATION to be used by the ORGANIZATION for the public purposes identified above.

2. **MANNER OF PAYMENT.** The CITY'S investment to the ORGANIZATION shall be paid as follows for the proposed qualifying expenses: The relationship by and between JCED and the City of Monticello is mutually beneficial and that the City should continue to invest in the JCED to provide Grant research, writing, and project management where necessary; continued Business Retention, Recruiting, and Expansion activities; childcare and housing research and solutions implementation (where feasible); and other areas of mutual interest .

3. **PROOF OF QUALIFYING EXPENSES.** ORGANIZATION agrees to submit to the CITY one or more application(s) for reimbursement of qualifying expenses to the CITY, said application(s) to provide sufficient detail for the City Council to find that the public purpose is being met by said qualifying expenses.

4. **REPAYMENT OF INVESTMENT.** The ORGANIZATION agrees to repay to the CITY any and all investment made by the CITY to the ORGANIZATION in the event the ORGANIZATION does not satisfy the obligations of this agreement within one (1) year of the date of this agreement. In such event, the ORGANIZATION shall remit payment to the CITY within sixty (60) days of receiving the CITY'S written demand for repayment.

5. **GENERAL PROVISIONS.** In the performance of this Agreement time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the ORGANIZATION. This Agreement contains the entire agreement of the parties and shall not be amended, except by a written instrument duly signed by the CITY and ORGANIZATION. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context.

6. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery, email, or mailed by certified mail, addressed to the parties at the addresses given below.

7. **APPROVAL.** This Agreement is expressly contingent upon approval hereof by the City Council.

8. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means, such as .pdf or a similar format. ORGANIZATION and CITY agree delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

9. **EXECUTION.** When and if executed by both ORGANIZATION and CITY, this Agreement shall become a binding contract.

**ORGANIZATION**  
an Iowa Non-Profit Corporation

Dated this 3rd day of January 2023.

By: \_\_\_\_\_

Derek Lumsden, Executive Director  
(Print Name), (Print Title)

Address: 107 S. Ford Street  
Anamosa, IA 52205

Telephone: (319) 480 - 7446

**CITY OF MONTICELLO, IOWA,**  
an Iowa Municipal Corporation

Dated this \_\_\_\_ day of \_\_\_\_\_ 2023.

By: \_\_\_\_\_

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

Attest: \_\_\_\_\_  
Sally Hinrichsen, City Clerk

Address: Monticello City Hall  
200 East First Street  
Monticello, Iowa 52310

Telephone: (319) 465 - 3577

<b>City Council Meeting</b> <b>Prep. Date:</b> 1/7/2023 <b>Preparer:</b> Sally Hinrichsen		<b>Agenda Item:</b> # 3 <b>Agenda Date:</b> 01/16/2023
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### *Communication Page*

**Agenda Items Description:** Resolution Approving Jones County JETS Transportation System investment and agreement for FY '24 in the amount of \$1,500.00

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

**Attachments & Enclosures:**

Proposed Resolution
Agreement

**Fiscal Impact:**

Budget Line Item:	
Budget Summary:	Admin County Contrib.
Expenditure:	\$1,500
Revenue:	

**Synopsis:** Jones County JETS Transportation System request City financial support for FY 2024.

**Background Information:** Iowa Auditor of State has provided guidance regarding the Iowa Constitution Article III, Section 31 and guidance for the City to give funds to private entities and the importance to identify and ensure the funds are serving a public purpose. No public money or property shall be appropriated for local, or private purpose, unless such appropriation, compensation, or claim, be allowed by two thirds of the members elected. It is a requirement that public funds be spent for the public benefit and/or purpose. Council should determine their finding of the “Public Purpose”. An Agreement, with the private entity, setting out the facts and rationale for how the public will benefit from the transfer of public funds to the private entity, The agreement should be approved by resolution of the Council

The City has regularly supported the JETS program and the JETS program serves many Monticello residents. The amount requested \$1,500 is consistent with the City’s investment since FY ‘10.

Staff believes JETS to be a worthwhile and necessary service for Monticello. We did not pursue information related to the contributions of other Jones County municipalities; it is clearly a service used regularly by Monticello residents.

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

# The City of Monticello, Iowa

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

RESOLUTION #

**Approving Jones County JETS Transportation System investment  
and agreement for FY '24 in the amount of \$1,500.00**

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

**WHEREAS**, Jones County JETS Transportation System has requested an investment in their system from the City of Monticello, and

**WHEREAS**, the Monticello City Council reviewed agreement with Jones County JETS Transportation System to support the JETS Transportation System, and

**WHEREAS**, the Agreement with the above entity is subject to renewal annually, with the agreement for FY '24 being presented for approval in the amount of \$1,500.00, and

**WHEREAS**, The Monticello City Council has considered the request made by Jones County JETS Transportation System, and has determined it appropriate to invest in Jones County JETS Transportation System, and

**NOW THEREFORE BE IT RESOLVED** by the City of Monticello, through its' City Council, in session this 16<sup>th</sup> day of January, 2023 that the City of Monticello does hereby approve the agreement with Jones County JETS Transportation System, previously mentioned herein, and does hereby authorize the Mayor and City Clerk to execute the same on behalf of the City Council.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 16<sup>th</sup> day of January, 2023.

---

David Goedken, Mayor

Attest:

---

Sally Hinrichsen, City Clerk/Treasurer

## AGREEMENT

This Agreement ("Agreement") is made as of the date of last signature below between the **CITY OF MONTICELLO, IOWA** ("CITY"), an Iowa Municipal Corporation, and Jones County, IA ("ORGANIZATION"), an Iowa Non-Profit Corporation.

## **RECITALS**

**WHEREAS**, the Organization has made a request of the City for funding; and

**WHEREAS**, the City, when expending City funds, must consider and find that the use of said funds for the requested purpose has a beneficial public purpose; and

**WHEREAS**, the Organization is a domestic non-profit corporation pursuant to applicable laws of the State of Iowa and a 501(c)(  ) organization pursuant to applicable regulations of the Internal Revenue Service; and

**WHEREAS**, any agreement by the City to support the Organization must be reduced to writing, approved by Resolution of the Council, and recorded in the City Council minutes with the minutes and the Resolution clearly setting forth the public purpose of the expenditure; and

**WHEREAS**, the ORGANIZATION proposes to use the requested funds for the following public purpose(s) / qualifying expenses: (Consider and describe services provided directly to the City and/or services/benefits to the "Public" in general.)

Provide Transportation for the public to work doctors appointments  
Shopping ect.....

**WHEREAS**, the City Council hereby finds that the ORGANIZATION will use the funds requested for a valid public purpose as set forth above and should, therefore, be approved in the amount of \$1500.00.

## **AGREEMENT**

**NOW THEREFORE**, in consideration of identified Public Purpose(s) set forth above to be provided and/or performed by the ORGANIZATION and other good and valuable consideration, the CITY and the ORGANIZATION do hereby agree as follows:

1. **FINANCIAL CONTRIBUTION.** The CITY agrees to invest \$            in the ORGANIZATION to be used by the ORGANIZATION for the public purposes identified above.

2. **MANNER OF PAYMENT.** The CITY'S investment to the ORGANIZATION shall be paid as follows for the proposed qualifying expenses:

Operating and maintenance expenses related to transportation of residents to their various appointments, shopping or work.

3. **PROOF OF QUALIFYING EXPENSES.** ORGANIZATION agrees to submit to the CITY one or more application(s) for reimbursement of qualifying expenses to the CITY, said application(s) to provide sufficient detail for the City Council to find that the public purpose is being met by said qualifying expenses.

4. **REPAYMENT of INVESTMENT.** The ORGANIZATION agrees to repay to the CITY any and all investment made by the CITY to the ORGANIZATION in the event the ORGANIZATION does not satisfy the obligations of this agreement within one (1) year of the date of this agreement. In such event, the ORGANIZATION shall remit payment to the CITY within sixty (60) days of receiving the CITY'S written demand for repayment.

5. **GENERAL PROVISIONS.** In the performance of this Agreement time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the ORGANIZATION. This Agreement contains the entire agreement of the parties and shall not be amended, except by a written instrument duly signed by the CITY and ORGANIZATION. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context.

6. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery, email, or mailed by certified mail, addressed to the parties at the addresses given below.

7. **APPROVAL.** This Agreement is expressly contingent upon approval hereof by the City Council.


8. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means, such as .pdf or a similar format. ORGANIZATION and CITY agree delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

9. **EXECUTION.** When and if executed by both ORGANIZATION and CITY, this Agreement shall become a binding contract.

**ORGANIZATION**

an Iowa Non-Profit Corporation

Dated this 14 day of Nov 2022.

By:   
Jamie L. Binder  
(Print Name), (Print Title)

Address: 814 John Dr  
Monticello IA 52310

Telephone: (319) 465-6564

**CITY OF MONTICELLO, IOWA,**

an Iowa Municipal Corporation

Dated this \_\_\_\_ day of \_\_\_\_ 2022.

By: \_\_\_\_\_  
David Goedken, Mayor

Attest: \_\_\_\_\_  
Sally Hinrichsen, City Clerk

Address: Monticello City Hall  
200 East First Street  
Monticello, IA 52310

Telephone: (319) 465-3577 \_\_\_\_\_



<b>City Council Meeting</b> <b>Prep. Date:</b> 1/7/2023 <b>Preparer:</b> Sally Hinrichsen		<b>Agenda Item:</b> #4 <b>Agenda Date:</b> 01/16/2023
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*Communication Page*

**Agenda Items Description:** Resolution Approving Jones County Safe & Healthy Coalition Investment and agreement for FY '24 in the amount of \$3,000.00

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

**Attachments & Enclosures:**

Proposed Resolution
Request for funding
Agreement

**Fiscal Impact:**

Budget Line Item:	
Budget Summary:	Admin County Contrib.
Expenditure:	\$3000
Revenue:	

**Synopsis:** Jones County Safe & Healthy Youth Coalition request funding.

**Background Information:** Iowa Auditor of State has provided guidance regarding the Iowa Constitution Article III, Section 31 and guidance for the City to give funds to private entities and the importance to identify and ensure the funds are serving a public purpose. No public money or property shall be appropriated for local, or private purpose, unless such appropriation, compensation, or claim, be allowed by two thirds of the members elected. It is a requirement that public funds be spent for the public benefit and/or purpose. Council should determine their finding of the “Public Purpose”. An Agreement, with the private entity, setting out the facts and rationale for how the public will benefit from the transfer of public funds to the private entity, The agreement should be approved by resolution of the Council

The attached letter explains the request for funding from Jones County Safe & Healthy Youth Coalition.

The Coalition has requested \$3,000 consistent with last year’s request.

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

# The City of Monticello, Iowa

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

RESOLUTION #

## **Approving Jones County Safe & Healthy Coalition Investment and agreement for FY '24 in the amount of \$3,000.00**

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

**WHEREAS**, The City of Monticello has received a request for Jones County Safe & Healthy Youth Coalition to provide funding in the amount of \$3,000.00 to support a youth prevention efforts, and

**WHEREAS**, The City first provided funding to the Coalition in FY '20 in the amount of \$2,000.00 and since FY '22 in the amount of \$3,000.00, the Coalition previously being funded by grants that are reportedly no longer received, and

**WHEREAS**, the Monticello City Council reviewed agreement with Jones County Safe & Healthy Youth Coalition to support continued youth prevention efforts, and

**WHEREAS**, the Agreement with the above entity is subject to renewal annually, with the agreement for FY '24 being presented for approval in the amount of \$3,000.00, and

**WHEREAS**, the Monticello City Council has considered the request made by Jones County Safe & Healthy Youth Coalition, and has determined it appropriate to invest in the Jones County Safe & Healthy Youth Coalition.

**NOW THEREFORE BE IT RESOLVED** by the City of Monticello, through its' City Council, in session this 16<sup>th</sup> day of January, 2023 that the City of Monticello does hereby approve the agreement with Jones County Safe & Healthy Youth Coalition, previously mentioned herein, and does hereby authorize the Mayor and City Clerk to execute the same on behalf of the City Council.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 16<sup>th</sup> day of January, 2023.

---

David Goedken, Mayor

Attest:

---

Sally Hinrichsen, City Clerk/Treasurer

## AGREEMENT

This Agreement ("Agreement") is made as of the date of last signature below between the **CITY OF MONTICELLO, IOWA** ("CITY"), an Iowa Municipal Corporation, and *Jone Co. Safe & Healthy Youth Coalition* ("ORGANIZATION"), an Iowa Non-Profit Corporation.

## **RECITALS**

**WHEREAS**, the Organization has made a request of the City for funding; and

**WHEREAS**, the City, when expending City funds, must consider and find that the use of said funds for the requested purpose has a beneficial public purpose; and

**WHEREAS**, the Organization is a domestic non-profit corporation pursuant to applicable laws of the State of Iowa and a 501(c)(  ) organization pursuant to applicable regulations of the Internal Revenue Service; and

**WHEREAS**, any agreement by the City to support the Organization must be reduced to writing, approved by Resolution of the Council, and recorded in the City Council minutes with the minutes and the Resolution clearly setting forth the public purpose of the expenditure; and

**WHEREAS**, the ORGANIZATION proposes to use the requested funds for the following public purpose(s) / qualifying expenses: (Consider and describe services provided directly to the City and/or services/benefits to the "Public" in general.)

*The services/benefits to the public include time staff time to work with the County's youth through the Coalition's Youth Advisory Committee "BEASTS" (Being Excellent And Stays Totally Safe). Staff time will also be spent assisting the Monticello High School student advocacy group and providing them opportunities to participate in state events & trainings for leadership. I'll work with Monticello residents & businesses as well.*

**WHEREAS**, the City Council hereby finds that the ORGANIZATION will use the funds requested for a valid public purpose as set forth above and should, therefore, be approved in the amount of \$ 3000.

## **AGREEMENT**

**NOW THEREFORE**, in consideration of identified Public Purpose(s) set forth above to be provided and/or performed by the ORGANIZATION and other good and valuable consideration, the CITY and the ORGANIZATION do hereby agree as follows:

1. **FINANCIAL CONTRIBUTION.** The CITY agrees to invest \$            in the ORGANIZATION to be used by the ORGANIZATION for the public purposes identified above.

2. **MANNER OF PAYMENT.** The CITY'S investment to the ORGANIZATION shall be paid as follows for the proposed qualifying expenses:

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3. **PROOF OF QUALIFYING EXPENSES.** ORGANIZATION agrees to prepare and submit to the CITY an annual budget and a record of annual income and expenses at the end of each fiscal year, said reports(s) to provide sufficient detail for the City Council to find that the public purpose is being met by said qualifying expenses

4. **REPAYMENT of INVESTMENT.** The ORGANIZATION agrees to repay to the CITY any and all investment made by the CITY to the ORGANIZATION in the event the ORGANIZATION does not satisfy the obligations of this agreement within one (1) year of the date of this agreement. In such event, the ORGANIZATION shall remit payment to the CITY within sixty (60) days of receiving the CITY'S written demand for repayment.

5. **GENERAL PROVISIONS.** In the performance of this Agreement time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the ORGANIZATION. This Agreement contains the entire agreement of the parties and shall not be amended, except by a written instrument duly signed by the CITY and ORGANIZATION. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context.

6. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery, email, or mailed by certified mail, addressed to the parties at the addresses given below.

7. **APPROVAL.** This Agreement is expressly contingent upon approval hereof by the City Council.

8. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means, such as .pdf or a similar format. ORGANIZATION and CITY agree delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

9. **EXECUTION.** When and if executed by both ORGANIZATION and CITY, this Agreement shall become a binding contract.

**ORGANIZATION**  
an Iowa Non-Profit Corporation

**CITY OF MONTICELLO, IOWA,**  
an Iowa Municipal Corporation

Dated this 29 day of November 2022.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2022.

By: Jennifer Husman  
Project Coordinator, Jennifer Husman  
(Print Name), (Print Title)

By: \_\_\_\_\_  
David Goedken, Mayor

Attest: \_\_\_\_\_  
Sally Hinrichsen, City Clerk

Address: 110 S. William St.  
Ames IA 52205

Address: Monticello City Hall  
200 East First Street  
Monticello, IA 52310

Telephone: (319) 462-4327 x666

Telephone: (319) 465-3577 \_\_\_\_\_



**Jones County Safe and Healthy Youth Coalition**  
110 S. Williams St.  
Anamosa, Iowa 52205  
(319) 462-4327 x661  
[www.jonescountycoalition.org](http://www.jonescountycoalition.org)

Monticello City Council  
200 E. 1st St.  
Monticello, IA 52310

November 29, 2022

Dear Monticello City Council,

We would like to say once again how thankful we are for the generous support of our Coalition efforts! The partnership of so many across the county helps us sustain good outcomes for our youth.

In the past 18 years, tremendous strides have been made in reducing youth substance use in Jones County. **When the Coalition began working on underage drinking in 2004, 52% of our county's 11<sup>th</sup> graders reported binge drinking, according to the Iowa Youth Survey (IYS). The 2021 Jones County IYS results showed 8% now reporting binge drinking.** Since 2008, when we received the Drug Free Community (DFC) grant to include other drugs most affecting our youth, **marijuana use has decreased from 16% to 5%** and prescription drug misuse has decreased from 9% to 1%. These are not just numbers-- they are our kids. These kids quickly become adults with improved family relationships and the ability to provide for their families without substance use disorders. Unfortunately, youth vaping skyrocketed between '16 and '18 (10% to 23%) erasing the gains made with tobacco/nicotine prevention in the prior two decades. The good news is 11<sup>th</sup> grade vaping decreased back to 11% between '18 and '21, but that is still too many kids addicted to tobacco. Thankfully, meth and opioid use remained <1% in '18 and '21. We have also been addressing mental health for a number of years within our work on substances. After seeing a drastic increase in suicide ideation for both our middle and high school students over the past several years, the Coalition officially added mental wellness promotion to our mission statement. Suicide ideation decreased between '18 and '21, but still 25% (1 in 4) of 11<sup>th</sup> graders reported thinking about suicide, and 11% even made a plan to do so. About one in five 6<sup>th</sup> graders and a third of 8<sup>th</sup> and 11<sup>th</sup> graders reported feeling sad or hopeless. The Coalition is developing an action plan with its community partners to build resilience and increase mental wellness with our youth and their families.

Please help us continue our youth prevention efforts. The Coalition did not have any grant funding during most of 2022 and could not have continued efforts without the city of Monticello's support. Thankfully, we received two smaller grants this fall. One is for assessing capacity and building a plan to address mental wellness. It has a very brief duration through February of 2023. The other is a 4-year grant to reduce underage drinking, but only 40% of what the DFC grant was. We need the community support to sustain our efforts. We are again requesting \$3000 at this time to be used to continue our work with the county's youth through our youth advisory committee, BEASTS (Being Excellent and Staying Totally Safe). This group not only advises the Coalition on trends and ideas on what actions to take to meet the needs of youth, but they also create marketing campaigns for youth and participate in many other coalition activities. We also assist the student advocacy groups in each of the schools. In the long run, the preventative work of the Coalition saves money in our communities.

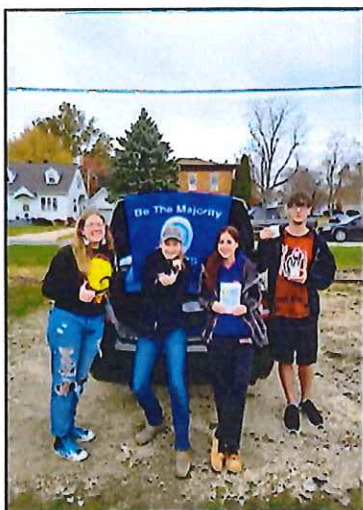
Please join us in supporting this life-saving work. We are striving to protect the most vital resource in our community, our youth. If you would like more information or to have a presentation at an upcoming meeting, please feel free to contact me or Jennifer Husmann at 319-462-4327 x661. We thank you again for your time and support.

Sincerely,

John Klein, President of the Jones County Safe and Healthy Youth Coalition

Engaging our communities in efforts to promote mental wellness and reduce substance use by creating and maintaining a safe and healthy environment for youth and adults in Jones County.  
110 S. Williams St. Suite A | Anamosa, IA 52205 | 319.462.4327x661 | [www.jonescountycoalition.org](http://www.jonescountycoalition.org)





Jones Regional Pharmacy  
1751 Hwy 64 East  
Anamosa, IA 52205

Nightingale Drug/Pharmacy Centre  
303 W. Main St.  
Anamosa, IA 52205

Hartig Drug  
419 E 1st St  
Monticello, Iowa 52310

Nightingale Drug/Shoppo  
304 E. 1st St.  
Monticello, IA 52310

Nightingale Drug/Wyoming  
126 W. Main St.  
Wyoming, IA 52362

Jones County Sheriff Office  
500 W. Main St.  
Anamosa, IA 52205

Anamosa Police Department  
100 E. First St.  
Anamosa, IA 52205

Monticello Police Department  
Emergency Response Center  
201 E. South St.  
Monticello, IA 52310


**Drug Disposal**

**UNWANTED RX EXPIRED UNUSED DROP OFF**




For more information:  
319-462-4327  
[www.JonesCountyCoalition.org](http://www.JonesCountyCoalition.org)  
[www.asac.us](http://www.asac.us)

[JonesCountyCoalition.org](http://JonesCountyCoalition.org)



**Presents a Project SAFE Town Hall:**  
**Mental Health Suicide Awareness & Prevention**

Local expert panelists lead an honest, vital conversation for parents and teens. The goal of this Town Hall-style meeting is to provide a safe environment where attendees can gain a deeper understanding of the causes, warning signs and coping strategies regarding depression, anxiety and suicidal ideation.

**FREE event, no registration required!**

Questions? Contact Mike Farr at 319-721-9812

**Tuesday, April 19, 2022**

Anamosa High School (aka Kennel Performance Arts Center)  
209 Sadie St., Anamosa, IA

**6:30-8:00pm**




**LOCAL RESOURCE VENDOR TABLES & DINNER AT 5PM**

We will be giving away (1) \$1,000 scholarship and (2) \$500 scholarships at the event. Must be present to win - all money paid directly to the college - Open for grades 9-12th - you are responsible for getting us the school information to receive funds!

Sponsored by Jones County Safe and Healthy Youth Coalition

[WWW.PROJECTSAFECH.ORG](http://WWW.PROJECTSAFECH.ORG)



**CITY OF ANAMOSA**

**NATIONAL NIGHT OUT 2022**

**AUGUST 2, 2022 5:30-7:30PM**

**WAPSI-ANA PARK**  
**SOUTH LINN ST AND E 1ST STREET**  
**ANAMOSA, IA**

**Come meet the officers of the Anamosa Police Department while enjoying free food, music, and door prizes. Gift bags available for the kids.**

**TOGETHER, WE ARE MAKING COMMUNITIES SAFER, MORE CARING PLACES TO LIVE AND WORK**

### Just a few of our accomplishments this past year

- Youth Advisory group, BEASTS (Being Excellent and Staying Totally Safe), helped with games and resources at Anamosa NNO (National Night Out), Trunk or Treat, Christmas City in Wyoming, Coalition 5K/Family Fishing Day and Fall Festival at Central Park. The whole Coalition helped plan the NNO event with Hidden in Plain Sight Mock Teen Bedroom Scene, meal, face painting, and more!
- Project SAFE event was held with panel of youth & experts on Mental Health Suicide Awareness & Prevention co-sponsored by the Coalition with a meal, resource fair, and college scholarships for 3 local students.
- BEASTS attended the Youth Substance Abuse Prevention Day on the Hill with 80 others from across the state.
- "What's Your Natural High? 5K event was held, promoting healthy activities to enjoy life to the fullest.
- New Rx drug disposal places brochures, Self-care is Health Care and 5210 magnets (nutrition, screen time, exercise information), and meth prevention flyers were given out at all events and career development days at Cascade and Monticello HS and to mobile food pantries, Pumpkinfest, holiday and back to school events.
- Seven Monticello HS youth attended the statewide Alliance of Coalitions for Change Prevention Conference.
- 10 Responsible Beverage Service trainings were held, as well as Youth and Adult Mental Health First Aid trainings.





# Jones County Safe and Healthy Youth Coalition

## Enhancing the Quality of Life in Jones County

### Coalition Mission

Engaging our communities in efforts to promote mental wellness and reduce substance use by creating and maintaining a safe and healthy environment for youth and adults in Jones County.

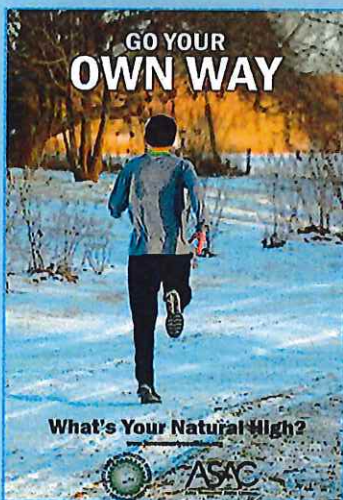
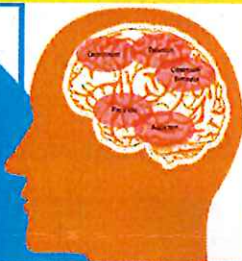


### NOT. EVEN. ONCE.

Meth Changes Everything



Meth is highly addictive. It causes chemical changes that make it extremely difficult to stop using and can cause lasting damage to critical areas in the brain.



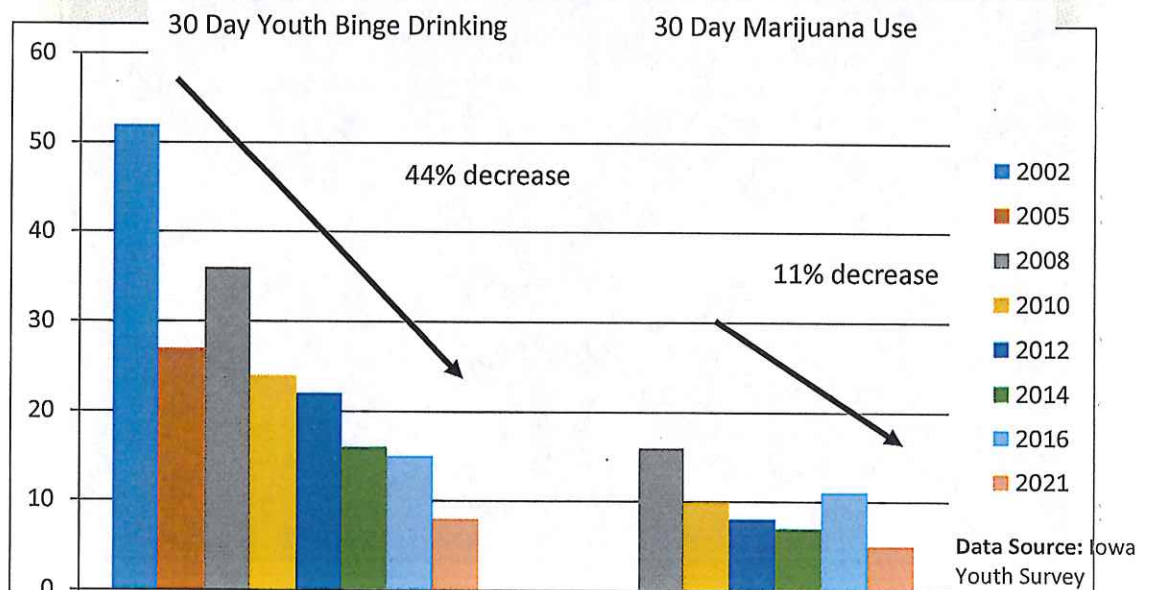
### THE ISSUE

In response to tragedies and overwhelmingly high rates of underage drinking, the Jones County school districts began a project in 2004 that included community efforts to reduce underage drinking through coalition work.

Those efforts became the "Jones County Safe and Healthy Youth Coalition." In 2008 when the Drug Free Community grant was received, the Coalition expanded its focus beyond alcohol to include marijuana, nicotine, and Rx drug misuse. In 2018, youth meth use was added when another grant was received.

### A few of our accomplishments...

- The Iowa Youth Survey (IYS) shows that from 2002 to 2021, reported binge drinking among Jones County 11th graders dropped 44 percentage points (52% down to 8%)! Marijuana use, since 2008, has also gone down 11 percentage points (16% to 5%) See chart below.
- The IYS shows from 2008 to 2021, reported cigarette use among 11<sup>th</sup> graders is down 25 percentage points (from 27% to 2%). Vaping has recently become a great concern though, with 11% using regularly. Prescription drug misuse decreased from 6% to 1%.
- Education and advocacy for youth to County officials aiding in the passage of the Social Host Ordinance and the Underage Consumption Ordinance.
- Worked with Jones County Sheriff's Department to implement Responsible Beverage Service Training (TIPS), quarterly for "On" and "Off Premise" Businesses (Bars and Stores). Many communities have adopted a Responsible Beverage Service ordinance.
- Worked with Monticello and Anamosa Police Departments to support, coordinate and increase alcohol compliance checks and compliance rates in Jones Co.





### **Your help is needed!**

**Volunteer...** Consider becoming involved in our Coalition efforts by joining us for lunch at our meetings on the second Wednesday of the month at 11:30 and/or joining committees in areas of your expertise.

**Donate...** It is vital to our organization to secure funding for activities and towards future efforts to reduce substance misuse. In-kind donations of other items and services are also valuable to our work.

**Support our partners...** Many of our partners are doing prevention work every day through education and enforcement that help make our youth and community safer and healthier.

**Take a stand...** Do what you can from where you are to support the goals of reducing substance misuse and promoting wellness for youth and adults in Jones County.

### **Check out our website-**

**[www.jonescountycoalition.org](http://www.jonescountycoalition.org)**

**Our Facebook page- [www.facebook.com/jcshycoalition](http://www.facebook.com/jcshycoalition)**

**Stop into our office or call us at the contact information below!**

The Coalition's federal funding sources ended in December of 2021 and there are few related funding opportunities to apply for in recent years. Unless we can continue to secure local support through existing and new county partnerships, the gains we have seen in our county will be threatened. The Coalition is the only entity of adults and youth working on this issue looking at changing the culture/environment related to substance use and mental health.

\*\*\*\*\*

Promoting mental wellness has been added into the Coalition's mission in the past year. The Jones County 2021 Iowa Youth Survey shows that out of the 11<sup>th</sup> grade students, 1 in 4 have thought about killing themselves in the past 12 months. Over 1 in 3 have felt sad or hopeless almost every day for 2 weeks or more in a row in the past year. For 8<sup>th</sup> graders, 1 in 6 have contemplated suicide in the past year, and 29% of them have felt hopeless in the past 12 months.

\*\*\*\*\*

Funds are needed to support coordination of effective activities to promote mental wellness and reduce substance misuse. Without your help in raising funds for the coalition efforts, the momentum gained on reducing underage drinking and other drug use in our county may be lost, adding to the mental health issues of our young people.

### **Jones Co. Safe & Healthy Youth Coalition's Partners**

- ★ *All School Districts in the county*
- ★ *All 3 Law Enforcement Agencies*
- ★ *Both Newspaper/Media Outlets*
- ★ *Many churches throughout the county*
- ★ *Many other County entities*
- ★ *Parents, youth, and more!*



***Representatives from these organizations and other individuals work together to reduce underage drinking and other substance abuse.***



### **Contact**

Jennifer Husmann  
Project Coordinator  
JCSHY Coalition  
110 S Williams St. Suite A  
Anamosa, Iowa 52205  
Phone: 319-462-4327x661  
Cell: 319-721-4463  
Email: [jhusmann@asac.us](mailto:jhusmann@asac.us)  
EIN #45-3460055

City Council Meeting  
Prep. Date: 1/7/2023  
Preparer: Sally Hinrichsen



Agenda Item: # 5  
Agenda Date: 01/16/2023

*Communication Page*

**Agenda Items Description:** Resolution approving Monticello Firefighter's Organization investment and agreement for the Independence Day Fireworks festivities to be held on July 4, 2023 in the amount of \$2,600.00

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

**Attachments & Enclosures:**

Proposed Resolution

Agreement

**Fiscal Impact:**

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Admin County Contrib.

\$2,600.00

**Synopsis:** Monticello Firefighters plan to sponsor the 4<sup>th</sup> of July festivities, on Monday the 4<sup>th</sup> of July and seek City investment.

**Background Information:** Iowa Auditor of State has provided guidance regarding the Iowa Constitution Article III, Section 31 and guidance for the City to give funds to private entities and the importance to identify and ensure the funds are serving a public purpose. No public money or property shall be appropriated for local, or private purpose, unless such appropriation, compensation, or claim, be allowed by two thirds of the members elected. It is a requirement that public funds be spent for the public benefit and/or purpose. Council should determine their finding of the "Public Purpose". An Agreement, with the private entity, setting out the facts and rationale for how the public will benefit from the transfer of public funds to the private entity, The agreement should be approved by resolution of the Council

Firefighter's Association will be planning and managing the 4<sup>th</sup> of July fireworks event.

The City has invested \$2,600.00 towards the fireworks the last number of years and the Firefighters are requesting the same contribution as last two years.

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

# THE CITY OF MONTICELLO, IOWA

## RESOLUTION #

**Approving Monticello Firefighter's Organization investment and agreement for the Independence Day Fireworks festivities to be held on July 4, 2023 in the amount of \$2,600.00**

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

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

**WHEREAS**, The Council has been advised that the City of Monticello Firefighter's Organization will be heading up this year's Independence Day fireworks festivities,-and

**WHEREAS**, the Monticello City Council reviewed agreement with the City of Monticello Firefighter's Organization to support the Independence Day fireworks festivities, and

**WHEREAS**, the Agreement with the above entity is subject to renewal annually, with the agreement for FY '24 being presented for approval in the amount of \$2,600.00, and

**NOW THEREFORE BE IT RESOLVED** by the City of Monticello, through its' City Council, in session this 16<sup>th</sup> day of January, 2023 that the City of Monticello does hereby approve the agreement with the City of Monticello Firefighter's Organization, previously mentioned herein, and does hereby authorize the Mayor and City Clerk to execute the same on behalf of the City Council.

**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 16<sup>th</sup> day of January 2023.

---

David Goedken, Mayor

*Attest:*

---

Sally Hinrichsen, City Clerk/Treasurer



## AGREEMENT

This Agreement ("Agreement") is made as of the date of last signature below between the **CITY OF MONTICELLO, IOWA** ("CITY"), an Iowa Municipal Corporation, and Monticello Firefighters Association ("ORGANIZATION"), an Iowa Non-Profit Corporation.

## **RECITALS**

**WHEREAS**, the Organization has made a request of the City for funding; and

**WHEREAS**, the City, when expending City funds, must consider and find that the use of said funds for the requested purpose has a beneficial public purpose; and

**WHEREAS**, the Organization is a domestic non-profit corporation pursuant to applicable laws of the State of Iowa and a 501(c)(3) organization pursuant to applicable regulations of the Internal Revenue Service; and

**WHEREAS**, any agreement by the City to support the Organization must be reduced to writing, approved by Resolution of the Council, and recorded in the City Council minutes with the minutes and the Resolution clearly setting forth the public purpose of the expenditure; and

**WHEREAS**, the ORGANIZATION proposes to use the requested funds for the following public purpose(s) / qualifying expenses: (Consider and describe services provided directly to the City and/or services/benefits to the "Public" in general.)

City 4<sup>th</sup> of July celebration and fireworks.

*Fireworks provided by Flashing Thunder on July 4<sup>th</sup> 2023.*

**WHEREAS**, the City Council hereby finds that the ORGANIZATION will use the funds requested for a valid public purpose as set forth above and should, therefore, be approved in the amount of \$2,600.00.

## **AGREEMENT**

**NOW THEREFORE**, in consideration of identified Public Purpose(s) set forth above to be provided and/or performed by the ORGANIZATION and other good and valuable consideration, the CITY and the ORGANIZATION do hereby agree as follows:

1. **FINANCIAL CONTRIBUTION.** The CITY agrees to invest \$2,600.00 in the ORGANIZATION to be used by the ORGANIZATION for the public purposes identified above.

2. **MANNER OF PAYMENT.** The CITY'S investment to the ORGANIZATION shall be paid as follows for the proposed qualifying expenses:  
One-time payment after July 1<sup>st</sup>, 2023 but prior to December 31, 2023, with submission of fireworks purchase invoice.

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3. **PROOF OF QUALIFYING EXPENSES.** ORGANIZATION agrees to submit to the CITY one or more application(s) for reimbursement of qualifying expenses to the CITY, said application(s) to provide sufficient detail for the City Council to find that the public purpose is being met by said qualifying expenses.

4. **REPAYMENT of INVESTMENT.** The ORGANIZATION agrees to repay to the CITY any and all investment made by the CITY to the ORGANIZATION in the event the ORGANIZATION does not satisfy the obligations of this agreement within one (1) year of the date of this agreement. In such event, the ORGANIZATION shall remit payment to the CITY within sixty (60) days of receiving the CITY'S written demand for repayment.

5. **GENERAL PROVISIONS.** In the performance of this Agreement time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the ORGANIZATION. This Agreement contains the entire agreement of the parties and shall not be amended, except by a written instrument duly signed by the CITY and ORGANIZATION. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context.

6. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery, email, or mailed by certified mail, addressed to the parties at the addresses given below.

7. **APPROVAL.** This Agreement is expressly contingent upon approval hereof by the City Council.

8. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means, such as .pdf or a similar format. ORGANIZATION and CITY agree delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

9. **EXECUTION.** When and if executed by both ORGANIZATION and CITY, this Agreement shall become a binding contract.

**ORGANIZATION**  
an Iowa Non-Profit Corporation

Dated this 9 day of January ~~2022~~<sup>2023</sup>

By: Joe Bayne  
Fire Chief MFD  
(Print Name), (Print Title)

**CITY OF MONTICELLO, IOWA,**  
an Iowa Municipal Corporation

Dated this \_\_\_\_ day of \_\_\_\_\_ 2022.

By: \_\_\_\_\_  
David Goedken, Mayor

Attest: \_\_\_\_\_  
Sally Hinrichsen, City Clerk

Address: 200 South Street  
Monticello, IA 52310

Address: Monticello City Hall  
200 East First Street  
Monticello, IA 52310

Telephone: (319) - 580-2982

Telephone: (319) 465-3577 \_\_\_\_\_

<b>City Council Meeting</b> <b>Prep. Date:</b> 1/10/2023 <b>Preparer:</b> Sally Hinrichsen		<b>Agenda Item:</b> # 6 <b>Agenda Date:</b> 01/16/2023
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### *Communication Page*

**Agenda Items Description:** Resolution Approving Jones County Senior Dining Funding Investment and agreement for FY '24 in the amount of \$4,329.00

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

**Attachments & Enclosures:**

Proposed Resolution

Letter Request for funding

**Fiscal Impact:**

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Admin contribution

\$4,329.00

**Synopsis:** Request of Senior Dining program for annual appropriation.

**Background Information:** Iowa Auditor of State has provided guidance regarding the Iowa Constitution Article III, Section 31 and guidance for the City to give funds to private entities and the importance to identify and ensure the funds are serving a public purpose. No public money or property shall be appropriated for local, or private purpose, unless such appropriation, compensation, or claim, be allowed by two thirds of the members elected. It is a requirement that public funds be spent for the public benefit and/or purpose. Council should determine their finding of the "Public Purpose". An Agreement, with the private entity, setting out the facts and rationale for how the public will benefit from the transfer of public funds to the private entity, The agreement should be approved by resolution of the Council

The City of Monticello has been appropriating funds to senior dining for a number of years. The requested investment is based on the number of meals served in Monticello last year and is based on a percentage of what the Senior Dining Program need to provide services the seniors,

Paid \$3,600 in FY '23; \$3,200 in FY '22; \$5,025 in FY '21; and \$3,700 in FY '20

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

# The City of Monticello, Iowa

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

## RESOLUTION #

Approving Jones County Senior Dining Funding Investment and  
agreement for FY '24 in the amount of \$4,329.00

**WHEREAS**, Monticello has historically supported the Senior Dining program in Monticello, typically being based upon a per meal rate or a % of program use, and

**WHEREAS**, Jones County Senior Dining has requested \$4,329.00 as the City of Monticello FY '24 investment is based on the number of meals served in Monticello last year and is based on a percentage of what the Senior Dining Program need to provide services the seniors, up from \$3,600 in FY '23 and \$3,200 in FY '22, and

**WHEREAS**, the Monticello City Council reviewed agreement with Jones County Senior Dining to support the County Senior Dining Program, and

**WHEREAS**, the Agreement with the above entity is subject to renewal annually, with the agreement for FY '24 being presented for approval in the amount of \$4,329.00, and

**WHEREAS**, the Monticello City Council has considered the request made by Jones County Senior Dining, and has determined it appropriate to invest in the Senior Dining Program, and.

**NOW THEREFORE BE IT RESOLVED** by the City of Monticello, through its' City Council, in session this 16<sup>th</sup> day of January, 2023 that the City of Monticello does hereby approve the agreement with Jones County Senior Dining, previously mentioned herein, and does hereby authorize the Mayor and City Clerk to execute the same on behalf of the City Council.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.  
Done this 16<sup>th</sup> day of January, 2023.

---

David Goedken, Mayor

Attest:

---

Sally Hinrichsen, City Clerk



Jones County Senior Center  
112 North Ford St.  
Anamosa, Iowa 52205  
(319) 462-4484

January 10, 2023

Russ Farnum, City Administrator  
City of Monticello  
200 E. 1<sup>st</sup> St.  
Monticello, Ia. 52310

RE: Request for financial support for operating costs of the Jones County Senior Dining Program for the fiscal year 2024 (July 1, 2023-June 30, 2024).

I am writing to you on behalf of the Jones County Senior Dining Center, which is requesting financial support in the amount of \$4329.00; this will be used for program costs. This amount was based on the number of meals served in Monticello this last fiscal year and is based on a percentage of what the Program needs to help provide services to our seniors. Our costs have increased from 2 to 30 percent, depending on the service, since last year at this time. We are serving meals daily at St. Matthew Lutheran Church and home deliveries in the city remain strong at around 30 deliveries a day.

Meals are also served in Anamosa, Olin, and Wyoming; therefore we will be requesting funds from them as well.

Since we are a county wide program, we will be requesting funds from the Board of Supervisors too.

The operation of the Jones County Senior Center benefits seniors throughout the county. Seniors receive nutritious noon meals in addition to the opportunity for socialization and education. Frail homebound seniors in the county receive nutritious meals delivered to their homes and are monitored on a regular basis.

We need your continued support to maintain nutritious meal options with an increasingly growing senior population.

We appreciate your assistance with funding for the program. If at any time you have any questions or concerns, please contact Lisa Tallman at 462-4484.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Tallman", with a long, sweeping horizontal line extending to the right.

Lisa Tallman, Program Director  
Jones County Senior Center

<b>City Council Meeting</b> <b>Prep. Date:</b> 1/09/2023 <b>Preparer:</b> Sally Hinrichsen		<b>Agenda Item:</b> # 7 <b>Agenda Date:</b> 01/16/2023
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### *Communication Page*

**Agenda Items Description:** Resolution Approving Jones County Tourism Investment and Agreement for FY '24 in the amount of \$1,212.00, plus 4% of Hotel/Motel taxes received by the City of Monticello in FY 2023

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

**Attachments & Enclosures:**

Proposed Resolution
Letter Request for funding

**Fiscal Impact:**

Budget Line Item:	
Budget Summary:	Hotel/motel contribution
Expenditure:	\$1,212 plus 4% of hotel tax
Revenue:	

**Synopsis:** Tourism requests continued investment from the City.

**Background Information:** Iowa Auditor of State has provided guidance regarding the Iowa Constitution Article III, Section 31 and guidance for the City to give funds to private entities and the importance to identify and ensure the funds are serving a public purpose. No public money or property shall be appropriated for local, or private purpose, unless such appropriation, compensation, or claim, be allowed by two thirds of the members elected. It is a requirement that public funds be spent for the public benefit and/or purpose. Council should determine their finding of the “Public Purpose”. An Agreement, with the private entity, setting out the facts and rationale for how the public will benefit from the transfer of public funds to the private entity, The agreement should be approved by resolution of the Council

The City of Monticello has been a fairly consistent member of Jones County tourism donating \$1,139 per year since at least FY '13 (\$.30 per capita) The Tourism Board has requested a continuation of the \$.30 per capita investment plus 4% of the City Hotel/Motel tax receipts. With the new census count the amount raised to \$1,212.00, for FY '23 and the Hotel/Motel taxes collected by the City in FY 2022 was \$34,681.06 at 4% equals \$1,387.24; for a total of \$2,599.24 This investment would be paid from the Hotel/Motel Tax fund this year, like FY '23.

When Jones County Tourism request was received prior to FY '23 request, the Council did not award any portion of the Hotel/Motel Tax, instead suggesting that requests for Hotel/Motel tax support should be supported by specific projects/efforts, not just in the General Fund.

Bob Hatcher is working to complete the agreement.

**Staff Recommendation:** Recommendation that the Council take appropriate action on the Jones County Tourism request for funding and adding amount of Hotel/Motel Tax, if desired.

# THE CITY OF MONTICELLO, IOWA

## RESOLUTION #

Approving Jones County Tourism Investment and Agreement for FY '24 in  
the amount of \$1,212.00, plus 4% of Hotel/Motel taxes  
received by the City of Monticello in FY 2023

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

**WHEREAS**, Jones County Tourism has requested an investment in their Organization from the City of Monticello, and

**WHEREAS**, the Monticello City Council has considered the request made by Jones County Tourism, and has determined it appropriate to invest in Jones County Tourism, by way of an investment in the amount of \$ 1,212.00 for FY 2024, same representing a \$.30 cent per capita investment, and an additional investment of 4% of Hotel/Motel tax received by City of Monticello in FY 2023 to be paid in FY 2024, and

**WHEREAS**, the Monticello City Council reviewed agreement with Jones County Tourism to support tourism in Jones County, and

**WHEREAS**, the Agreement with the above entity is subject to renewal annually, with the agreement for FY '24 being presented for approval in the amount of \$1,212.00, and an additional investment of 4% of Hotel/Motel tax received by City of Monticello in FY 2023 to be paid in FY 2024 and

**WHEREAS**, the Monticello City Council has considered the request made by Jones County Tourism, and has determined it appropriate to invest in tourism in Jones County, and.

**NOW THEREFORE BE IT RESOLVED** by the City of Monticello, through its' City Council, in session this 16<sup>th</sup> day of January, 2023 that the City of Monticello does hereby approve the agreement with Jones County Tourism, previously mentioned herein, and does hereby authorize the Mayor and City Clerk to execute the same on behalf of the City Council. City of Monticello shall budget for and invest in Jones County Tourism in the amount of \$ 1,212.00, plus 4% of Hotel/Motel taxes received by City of Monticello in Fiscal Year 2023

**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 16<sup>th</sup> day of January, 2023.

---

David Goedken, Mayor

*Attest:*

---

Sally Hinrichsen, City Clerk/Treasurer



December 27, 2022

Mayor  
City Administrator  
Sally Hinrichsen, City Clerk  
City Council Members

City Hall  
200 East First  
Monticello, Iowa 52310

RE: Request for funding Fiscal Year July 1, 2023-June 30, 2024

For Fiscal Year July 1, 2023-June 30, 2024, the Jones County Tourism Association is again requesting funding from Monticello from its per capita assessment of \$1,212.00. (2020 census figures -- population 4040 x \$.30 per person = \$1,212.00) We are also requesting 4 % of the Monticello Hotel/ Motel tax.

Jones County Tourism Association's budget for the calendar year 2023 is enclosed. Additional support materials enclosed are the association's 2022 annual report and presentation prepared for our annual meeting.

Jones County and Monticello continue to enjoy positive tourism numbers. Your historic district, The Maquoketa River for canoeing and kayaking, many special events and wonderful array of specialty shops continues to be major draws for individual and group travelers. Your support will allow us to continue to boost our efforts to market Monticello as a tourist destination. Travel expenditures in Jones County last year totaled \$23.61 Million.

We are looking forward to better serving Monticello and Jones County in the future. We also would like time on your agenda and answer any questions you may have. Thank you for your consideration.

Sincerely,

***Bob Hatcher***

Bob Hatcher – Jones County Tourism director

# Tourism in Jones County

## • Is Big Business



**Money Spent by tourists** – \$ 23.61 million was spent by tourists in Jones County last year. (2021) An increase over Previous year. the state was down.

**Jobs because of tourism** – 115 jobs have been created because of Tourism in Jones County, with an annual payroll of over \$3.88 million.

**Sales tax to Jones County**– \$ 1.61 million in local tax was paid to the county, money for fire and police protection, in the general fund that local residents don't have to pay.

### **Hotel/Motel tax to Jones County -**

Anamosa & Monticello = \$88,000. – Total Jones County Rural = \$ 401 (estimated 2021 figures)

**Visitors Center** - 2021 Jones County Tourism office provided information about the area including what to do, attractions to see, where to dine and stay to many travel parties!

Last year (2021) 70,000 travel parties came to Jones County . “They came for the sights and stayed for the stories!”

**Jones County Marketing Reach** -- **Our** print media advertising reached approximately 2.5 million readers last year in the upper Midwest. We filled over 650 requests for information from this printed material mainly by E-mail and referring to the Web Page.

### **Board Members**

### **2023 Budget Proposed**

Becky Dirkshaugsted – Pres .

Ned Rohwedder – V.P.

Dustin Embree – Sec

Kathy Luensman – Treas.

-Cascade

Richard Crump – Anamosa CC

Jim Christiansen – Anamosa

Derek Lumsden -JCED

Brenda Hanken - Monticello Council

Kathy Chase – Oxford Junction

Bob Hatcher - Director

### **Income**

Memberships - \$ 5,915.00

Supervisors - \$ 16,000.00

Hotel/Motel tax - \$ 12,000.00

**Other income - \$ 2,350.00**

**Total Income - \$ 36,265.00**

### **Expenses**

Payroll, acctg, train - \$ 24,788.00

Advertising –Mktg - \$ 8,165.00

**Office Expense - \$ 3,607.00**

**Total Expense - \$ 36,560.00**

<b>City Council Meeting</b> <b>Prep. Date:</b> 1/10/2023 <b>Preparer:</b> Sally Hinrichsen		<b>Agenda Item:</b> # 8 <b>Agenda Date:</b> 01/16/2023
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### *Communication Page*

**Agenda Items Description:** **Resolution** Approving Maquoketa River Watershed Management Authority investment and agreement for FY '24 in the amount of \$6,060.00

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

**Attachments & Enclosures:**

Proposed Resolution
Agreement

**Fiscal Impact:**

Budget Line Item:	
Budget Summary:	Admin County Contrib.
Expenditure:	\$6,060
Revenue:	

**Synopsis:** Maquoketa River Watershed Management Authority requests funding from the City to address water quality, water quantity (flooding) as well as other issues associated with the Maquoketa River watershed area.

**Background Information:** Iowa Auditor of State has provided guidance regarding the Iowa Constitution Article III, Section 31 and guidance for the City to give funds to private entities and the importance to identify and ensure the funds are serving a public purpose. No public money or property shall be appropriated for local, or private purpose, unless such appropriation, compensation, or claim, be allowed by two thirds of the members elected. It is a requirement that public funds be spent for the public benefit and/or purpose. Council should determine their finding of the “Public Purpose”. An Agreement, with the private entity, setting out the facts and rationale for how the public will benefit from the transfer of public funds to the private entity, The agreement should be approved by resolution of the Council

The Maquoketa River Watershed Management Authority (MR WMA) was formed in 2017. Limestone Bluff RC&D is the official fiscal agent for the organization and is currently providing in nonprofit umbrella, grant writing services and overall management.

Financial support for MR WMA is voluntary for it’s members, which consists of 34 Cities, Counties, Soil and Water Conservation Districts and a Lake District in Eastern Iowa.

The MR WMA has executed its water monitoring program, testing 36 sites three times a year. MR WMA is working with the University of Iowa’s Planning Students who are completing the phase II of our Watershed Management Plan.

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

# **The City of Monticello, Iowa**

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

## **RESOLUTION #**

Approving Maquoketa River Watershed Management Authority  
Investment and Agreement for FY '24 in the amount of \$6,060.00

**WHEREAS**, The City of Monticello is a member of the Maquoketa River Watershed Management Authority (MR WMA), and

**WHEREAS**, The City Council finds that the MR WMA has requested a per capita assessment from all members to support the costs of administering the MR WMA during the creation of the Watershed Management Plan, a process that is underway. MR WMA is working on the stakeholder survey, which is open to all residents of Monticello, and

**WHEREAS**, MR WMA has requested \$6,060 as the City of Monticello FY '24 investment, which is the same amount requested in FY '23, and

**WHEREAS**, the Monticello City Council reviewed agreement with MR WMA to support the Maquoketa River Watershed Management Plan, implementation of conservation practices, and water monitoring program, and

**WHEREAS**, the Agreement with the above entity is subject to renewal annually, with the agreement for FY '24 being presented for approval in the amount of \$6,060.00, and

**WHEREAS**, the Monticello City Council has considered the request made by MR WMA, and has determined it appropriate to invest in the MR WMA Program, and.

**NOW THEREFORE BE IT RESOLVED** by the City of Monticello, through its' City Council, in session this 16<sup>th</sup> day of January, 2023 that the City of Monticello does hereby approve the agreement with MR WMA, previously mentioned herein, and does hereby authorize the Mayor and City Clerk to execute the same on behalf of the City Council.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 16<sup>th</sup> day of January, 2023.

---

David Goedken, Mayor

Attest:

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Sally Hinrichsen, City Clerk/Treasurer

## AGREEMENT

This Agreement ("Agreement") is made as of the date of last signature below between the **CITY OF MONTICELLO, IOWA** ("CITY"), an Iowa Municipal Corporation, and Maquoketa River Watershed Management Authority ("ORGANIZATION"), an Iowa Non-Profit Corporation.

### **RECITALS**

**WHEREAS**, the Organization has made a request of the City for funding; and

**WHEREAS**, the City, when expending City funds, must consider and find that the use of said funds for the requested purpose has a beneficial public purpose; and

**WHEREAS**, the Organization is a domestic non-profit corporation pursuant to applicable laws of the State of Iowa and a 501(c)(3) organization pursuant to applicable regulations of the Internal Revenue Service; and

**WHEREAS**, any agreement by the City to support the Organization must be reduced to writing, approved by Resolution of the Council, and recorded in the City Council minutes with the minutes and the Resolution clearly setting forth the public purpose of the expenditure; and

**WHEREAS**, the ORGANIZATION proposes to use the requested funds for the following public purpose(s) / qualifying expenses: (Consider and describe services provided directly to the City and/or services/benefits to the "Public" in general.) The objectives of our project include the ongoing work of the Maquoketa River WMA to implement the Watershed Management Plan completed in FY23 and conduct meaningful outreach related to implementation of the plan in FY24. The plan will identify priority areas where the implementation of conservation practices will have maximum impacts. The MR WMA will also continue a water monitoring program with the testing of 45 sites across the watershed (5 in Jones County); delivery of educational events on watershed related issues in member communities and active support of conservation efforts within the watershed area. To accomplish this work, the MR WMA needs the sustained efforts of a dedicated watershed coordinator and support from LB RC&D. Our request for funding is to support this for FY 24 . The work of the Maquoketa River WMA will positively impact the water quality, water quantity and soil health in the watershed for generations to come, protecting public health and supporting municipal and agricultural economies across Eastern Iowa. This is an ongoing project.

## **AGREEMENT**

**NOW THEREFORE**, in consideration of identified Public Purpose(s) set forth above to be provided and/or performed by the ORGANIZATION and other good and valuable consideration, the CITY and the ORGANIZATION do hereby agree as follows: \$6060

1. **FINANCIAL CONTRIBUTION.** The CITY agrees to invest \$\_\_\_\_\_ in the ORGANIZATION to be used by the ORGANIZATION for the public purposes identified above.



2. **MANNER OF PAYMENT.** The CITY'S investment to the ORGANIZATION shall be paid as follows for the proposed qualifying expenses: One time annual payment to the fiscal agent of the WMA C/O Limestone Bluffs RC&D 203 E. 1st St. PO Box 421

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3. **PROOF OF QUALIFYING EXPENSES.** ORGANIZATION agrees to prepare and submit to the CITY an annual budget and a record of annual income and expenses at the end of each fiscal year, said reports(s) to provide sufficient detail for the City Council to find that the public purpose is being met by said qualifying expenses

4. **REPAYMENT of INVESTMENT.** The ORGANIZATION agrees to repay to the CITY any and all investment made by the CITY to the ORGANIZATION in the event the ORGANIZATION does not satisfy the obligations of this agreement within one (1) year of the date of this agreement. In such event, the ORGANIZATION shall remit payment to the CITY within sixty (60) days of receiving the CITY'S written demand for repayment.

5. **GENERAL PROVISIONS.** In the performance of this Agreement time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the ORGANIZATION. This Agreement contains the entire agreement of the parties and shall not be amended, except by a written instrument duly signed by the CITY and ORGANIZATION. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context.

6. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery, email, or mailed by certified mail, addressed to the parties at the addresses given below.

7. **APPROVAL.** This Agreement is expressly contingent upon approval hereof by the City Council.

8. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means, such as .pdf or a similar format. ORGANIZATION and CITY agree delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

9. **EXECUTION.** When and if executed by both ORGANIZATION and CITY, this Agreement shall become a binding contract.

an Iowa Non-Profit Corporation

Dated this 6 day of \_\_December 2022.

(Larry McDevitt, WMA Chair

an Iowa Municipal Corporation

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

David Goedken, Mayor

Sally Hinrichsen, City Clerk

Telephone: (319)826-1132

Telephone: (319) 465-3577\_\_\_\_\_

<b>City Council Meeting</b> <b>Prep. Date:</b> 1/10/2023 <b>Preparer:</b> Sally Hinrichsen		<b>Agenda Item:</b> # 9 <b>Agenda Date:</b> 01/16/2023
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*Communication Page*

**Agenda Items Description:** **Resolution** Appropriating funds necessary to meet the City's Obligation to Monticello Main Street Iowa Program Agreement

**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:** Request of annual appropriation for Monticello Main Street.

**Background Information:** Iowa Auditor of State has provided guidance regarding the Iowa Constitution Article III, Section 31 and guidance for the City to give funds to private entities and the importance to identify and ensure the funds are serving a public purpose. No public money or property shall be appropriated for local, or private purpose, unless such appropriation, compensation, or claim, be allowed by two thirds of the members elected. It is a requirement that public funds be spent for the public benefit and/or purpose. Council should determine their finding of the "Public Purpose". An Agreement, with the private entity, setting out the facts and rationale for how the public will benefit from the transfer of public funds to the private entity, The agreement should be approved by resolution of the Council

Council approved a Main Street Iowa Program Agreement with Monticello Main Street Iowa that included the City's pledge support to the Local Main Street Program governing board for a period of three years in the amount of \$20,000 cash and \$5,000 In-kind per year, with Resolution #2022-123 dated October 24, 2022.

Council found the City's support of the Local Main Street Program and revitalization of the downtown/designated Main Street district as an important element of the City's economic development strategy. Further committing to continuing to follow the Main Street Approach as developed by the Main Street America and espouse by the MSI Program for local Main Street district revitalization efforts

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

# The City of Monticello, Iowa

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

RESOLUTION #

## **Appropriating funds necessary to meet the City's Obligation to Monticello Main Street Iowa Program Agreement**

**WHEREAS**, The Council approved a Main Street Iowa Program Agreement with Monticello Main Street Iowa that included the City's pledge support to the Local Main Street Program governing board for a period of three years in the amount of \$20,000 cash and \$5,000 In-kind per year, with Resolution #2022-123 dated October 24, 2022, and

**WHEREAS**, The Council finds it appropriate to follow through on the City's obligation and/ or agreement set out therein to annually appropriate sums as pledged, and

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

**WHEREAS**, The Council finds that funds should be appropriated for FY '24 in the amount of \$20,000 cash and \$5,000 In-kind according to the terms of the Main Street Iowa Program Agreement for first year pledge, and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Monticello does hereby formally appropriate funds necessary to meet the City's obligation to pay the first year's pledge payment for FY '24 to Monticello Main Street Iowa, in the amount of \$20,000.00

**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 16<sup>th</sup> day of January, 2023.

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David Goedken, Mayor

Attest:

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Sally Hinrichsen, City Clerk/Treasurer

<b>City Council Meeting</b> <b>Prep. Date:</b> 1/7/2023 <b>Preparer:</b> Sally Hinrichsen		<b>Agenda Item:</b> # 10 <b>Agenda Date:</b> 01/16/2023
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*Communication Page*

**Agenda Items Description:** **Resolution** Scheduling Public Hearing for the Purpose of Considering the Maximum Tax Dollars to be collected by the City from Certain Levies for the City's Proposed Fiscal Year 2023-2024 Budget for February 20, 2023 at 6:00 p.m.

**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:** This Resolution schedules a Public Hearing that became a new requirement in the 2019 State of Iowa Legislative session.

**Background Information:** The City Council is required to hold a Public Hearing to make the public aware of the proposed maximum property tax dollars to be collected from certain levies. If the City's tax revenues will increase more than 2 percent, the Council must approve that increase by a two-thirds vote, instead of a simple majority. (In Monticello's case, a simple majority and 2/3 vote is one and the same, 4 members either way.)

At this juncture we (Staff/Council) are working to finalize the proposed budget. To keep the budget approval process on track, however, we need to schedule this Public Hearing at this time.

**Staff Recommendation:** Recommendation that the Council schedule the Public Hearing on the Maximum Tax Levy for February 20, 2023 at 6:00 p.m.

# The City of Monticello, Iowa

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

## RESOLUTION #

### **Scheduling Public Hearing for the Purpose of Considering the Maximum Tax Dollars to be collected by the City from Certain Levies for the City's Proposed Fiscal Year 2023-2024 Budget for February 20, 2023 at 6:00 p.m.**

**WHEREAS,** Senate File 634 (a/k/a Iowa Code 384.15A) requires that a Public Hearing be held prior to considering the proposed FY 2022 maximum property tax dollars to be collected by the City, at which any resident or taxpayer of the City may present objections against or arguments in favor of the proposed maximum property tax dollars to be collected, and

**WHEREAS,** The FY 2024 city maximum property tax dollars for the affected levy total must be approved prior to setting the proposed budget public hearing for FY 2024, and

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

**WHEREAS,** Notice shall be published in the Monticello Express, scheduling Public Hearing for the 20<sup>th</sup> day of February, 2023 at 6:00 P.M. at the Community Media Center, City Council Chambers, Monticello, Iowa, at which any interested resident or taxpayer may be heard on the proposed maximum property tax dollars to be collected from certain levies, and

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby schedule a Public Hearing for the purpose of considering the Maximum Tax Dollars to be collected by the City from Certain Levies for the City's proposed FY 2024 budget for the 20<sup>th</sup> day of February, 2023 at 6:00 p.m. to be held in the City Council Chambers at the Mary Lovell LeVan Renaissance Center in Monticello, Iowa.

**IN TESTIMONY WHEREOF,** I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 16<sup>th</sup> day of January, 2023.

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David Goedken, Mayor

Attest:

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Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting  
Prep. Date: 1/6/2023  
Preparer: Britt Smith



Agenda Item: # 11  
Agenda Date: 1/16/2023

*Communication Page*

**Agenda Items Description:** Resolution To approve the hiring of a Monticello Ambulance Full-Time Paramedic and setting wage

**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 the Hiring of a Full-Time Paramedic for the Monticello Ambulance Service and establishing the wage.

**Background Information:** Due to the departure of David Husmann from the full-time position of paramedic, I prepared hiring announcements and sought out new candidates for the position. During our application period I had correspondence with multiple candidates. After evaluation, I extended an offer to Kaleb Payne. Payne is currently a part-time paramedic with our service since June of 2022 and has been a Paramedic since 2018. Prior to obtaining his Paramedic, Payne served as a combat medic in the Army. Payne is a quality paramedic and will be a good addition to the service in a full-time capacity. Payne's current wage as a part-time Paramedic will remain the same as he transitions into his full-time role of \$23.40 which is established by collective bargaining agreement.

**Staff Recommendation:** I recommend that the Council approve the hiring of Payne as a full-time Paramedic with the Monticello Ambulance Service and to authorize the starting rate of pay.

# The City of Monticello, Iowa

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

## RESOLUTION #

To approve the hiring of a Monticello  
Ambulance Full-Time Paramedic and setting wage

**WHEREAS**, a Monticello Full-Time Ambulance Paramedic position has been open since the resignation of Paramedic David Husmann, and

**WHEREAS**, After advertising the opening and taking applications, the Ambulance Director, Lead Paramedic and City Administrator interviewed candidates for the position, and

**WHEREAS**, Ambulance Director Britt Smith recommends promoting existing part-time paramedic to full-time paramedic, effective January 10, 2023, and

**WHEREAS**, The City Council has negotiated the wages in the collective bargaining agreement, and

**WHEREAS**, The City Administrator recommends filling the Monticello Ambulance Full-time Paramedic position, and

**WHEREAS**, The Council finds it appropriate to follow the recommendation of the Police Chief and the City Administrator, therefore, approve promoting the part-time paramedic to full-time and wage, as approved by collective bargaining, effective January 10, 2023.

**NOW, THEREFORE**, The Council hereby authorizes the hiring a full-time Monticello Paramedic at the rate of \$23.40 per hour, effective January 10, 2023, until the completion of one full year of employment,.

**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 16<sup>th</sup> day of January 2023.

---

David Goedken, Mayor

Attest:

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Sally Hinrichsen, City Clerk/Treasurer



City Council Meeting  
Prep. Date: 1/11/2023  
Preparer: Russell Farnum



Agenda Item: # 12  
Agenda Date: 1/16/2023

*Communication Page*

**Agenda Items Description:** Approval of Lease for Airport agricultural land

**Type of Action Requested:** Resolution

**Attachments & Enclosures:**

Ag Land Lease - Nagel

**Fiscal Impact:**

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

**Synopsis:** There are 259 acres of crop land on the Airport property that are regularly leased to farmers by the City. The leases typically have a 3-year term, and the City re-bids the leases at the end of that lease cycle. There is a singular 10-acre parcel that is separate from the rest of the Airport land, bounded by a creek and by land that Nagel farms on the other 3 sides. This is a landlocked parcel that can only be accessed through the Nagel-controlled property (Fraser/Rowland farm property).

Nagel did not bid on the overall lease package in December. However, the Airport Board determined that the 10 acre "Nagel" portion should be offered to Nagels at the price of the lease on the surrounding Nagel land, since it is only accessible through the Nagel property, which is \$225 per acre for the 10-acre parcel.

The Airport Board determined that the net \$1150 difference that the City received between Nagel's offer and Buck's lease on the remainder of the Airport was not worth pursuing alternate means of access to the property (i.e. a creek crossing) and/or other options for the lease of that 10 acres.

The Airport Board recommended approval of the lease to Nagel at \$225 per acre.

**Recommendation:** Approval of the Resolution approving the Airport Farm lease of 10 acres to Jeff Nagel is recommended.

# The City of Monticello, Iowa

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

RESOLUTION #

**Approving Lease Agreement between the  
City of Monticello and Jeff Nagel  
with regard to the "farm" ground at the Monticello Airport**

**WHEREAS**, the City of Monticello Airport Board, with the consent and approval of the Monticello City Council, considered an offer in the amount of \$ 225.00 per acre to lease a 10-acre portion of the "farm", and

**WHEREAS**, Nagel would lease the 10 acres that were west of the creek, and accessible only through other Nagel-owned property, subject to the terms of the lease related to crop productions, and

**WHEREAS**, Nagel has agreed to lease that 10-acre parcel at that price, for a net annual lease amount of \$ 2,250.00, and

**WHEREAS**, The Airport Board recommended approval of the lease at their meeting of January 10, 2023, and the City Council finds that the lease agreement is appropriate and in the best interests of the City and of the Airport.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Monticello, Iowa does hereby approve of the entry into the proposed three (3) year lease agreement between Jeff Nagel and the City of Monticello at the annual rental rate of \$ 2,250.00 annually, and directs the Mayor to execute the lease on behalf of the City Council and further directs the City Administrator to obtain the signature of Jeff Nagel, as tenant.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 16<sup>th</sup> day of January, 2023.

---

David Goedken, Mayor

Attest:

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Sally Hinrichsen, City Clerk/Treasurer

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

**Preparer Information:** (Name, address and phone number)

Douglas D. Herman, Lynch Dallas, Monticello, IA 52310, Phone: (319) 465-9101

**Taxpayer Information:** (Name and complete address)

City of Monticello, 200 E. 1st Street, Monticello, IA 52310, Phone: (319) 465-3577

**Return Document To:** (Name and complete address)

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

**Grantor:**

**City of Monticello**

Dave Goedken, Mayor

Sally Hinrichsen, City Clerk

**Grantee:**

**Jeff Nagel**

**Legal description:** See Page 2

Document or instrument number of previously recorded documents: N/A

## FARM LEASE CASH OR CROP SHARES

THIS LEASE ("Lease") is made between the City of Monticello, Iowa ("Landlord"), whose address for the purpose of this Lease is 200 E. 1st Street, Monticello, IA 52310 and Jeff Nagel ("Tenant"), whose address for the purpose of this Lease is 20388 Hwy 38, Monticello IA 52310.

### THE PARTIES AGREE AS FOLLOWS:

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

That portion of the Monticello Airport grounds authorized to be used for farming purposes, located in the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 35, located west of the creek and outlined on the map appended hereto, total acres subject to this lease being 10 acres

The lease term is three (3) years, to commence on March 1, 2023, and end on February 28, 2026. Tenant has been offered an opportunity to make an independent investigation as to the acres and boundaries of the Premises. In the event possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. RENT. Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):  
Total annual cash rent of \$ 2,250.00 payable, unless otherwise agreed, as follows:

\$1,125.00 on June 1, 2023, and \$1,125.00 due on November 1, 2023.  
\$1,125.00 on June 1, 2024, and \$1,125.00 due on November 1, 2024.  
\$1,125.00 on June 1, 2025, and \$1,125.00 due on November 1, 2025.

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

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

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

Tenant shall not sell such crops without Landlord consent. Tenant shall notify Landlord of Tenant's intention to sell any crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full, Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

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

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

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

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

Phosphate and potash shall be allocated at the discretion of Tenant. Lime and trace minerals shall be allocated and applied at the direction of Tenant. Tenant agrees to furnish, without cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.

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

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

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

6. DELIVERY OF GRAIN. N/A.

7. LANDLORD'S STORAGE SPACE. N/A

8. ENVIRONMENTAL.

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

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

insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

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

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

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

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

Farm chemicals **may not** be stored on the Premises. Farm chemicals for use on other properties **may not** be stored on the Premises. No chemicals or chemical containers will be disposed of on the Premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

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

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

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

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

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

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

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

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

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

15. **WELL, WINDMILL, WATER AND SEPTIC SYSTEMS.** The Premises are not served by a well, windmill, water and/or septic systems.

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

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

18. **TELEVISION AND RADIO.** Tenant may not install television reception antennas, microwave dishes, radio reception and transmission antennas, or similar antennas or devices



absent written agreement of the Landlord, said consent to be granted in the sole discretion of the Landlord.

19. ACCOUNTING. N/A

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

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

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

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

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

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

26. ADDITIONAL PROVISIONS. See Addendum on next page for Additional Provisions.

## **ADDENDUM**

1. Tenant shall not cross or travel on the runway or taxiway at any time except to access the areas between the runway and taxiway and in such circumstances, tenant may cross the TAXIWAY only, and shall be responsible for clearing the taxiway of any and all mud, rocks, or other debris that are tracked onto the runway by said crossings.
2. Tenant shall not travel on taxiway with equipment due to the fact that mud/debris left on taxiway can be very hazardous to aircraft.
3. Any gates used to access airport property must be closed and locked at the end of each day.
4. Farm equipment, motor vehicles, bales, or similar items or "structures" shall never be left within 250 feet of the runways or within a 100' radius of the automated weather observation system equipment. (AWOS)
5. If any damage to airport equipment occurs it shall be reported to Airport Manager as soon as is it is practical to do so. If the Airport Manager cannot be contacted and notified within four (4) hours the City Administrator or the Police Department must then be contacted.
6. Tenant may plant hay/alfalfa on any of the acres that are allowed to be row crop planted in their discretion. (If the land may be planted with corn or beans it may also be planted with alfalfa.)
7. Tenant shall spray weeds along all fence rows at least once annually and manage weed growth at all times.
8. Tenant recognizes that Aircraft always have the right-of-way. When farming in the areas off the end of the runways and in the area of the crosswind runway the Tenant shall remain cognizant of the fact that aircraft may be approaching to land or take-off. In that circumstance, the Tenant agrees to promptly vacate those areas so as to not be a hazard to aircraft or self.
9. Tenant shall never leave equipment between the runway and taxiway and bales of hay shall be removed from said area as soon as possible.
10. The parties to this lease recognize that they may not agree on the exact acreage determinations set forth within the lease and acknowledge that the rental amount has been agreed to as a lump sum payment not tied to the actual acres.
11. The parties agree that the areas subject to this lease located between the runway and taxiway cannot be planted with beans, corn or any other row crop. The parties further agree that the allowable alfalfa crop planted in those areas will need to be rotated, or killed off from time to time, so that a new alfalfa crop may be planted. Because row crop rotation is not allowed, the Landlord has agreed to waive the rent in those areas during planting seasons that an alfalfa crop is not growing. The plan being to kill off one of the three areas per year over a period of time, with the plan to plant a new alfalfa crop in the year following the year it which it was killed off and rotated with a different non-row crop planting/crop.
12. The parties further agree that Tenant shall provide Landlord with proof of liability insurance by delivery to the Landlord of a Certificate of Farm Liability Insurance showing liability coverage in the minimum amount of \$1,000,000.

# Exhibit (Map)



Jones County, Iowa



**Legend**  
 Non-Cropland    CRP    Iowa PLSS  
 Cropland    Tract Boundary    Iowa Roads

## Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation
- Compliance Provisions

NAIPUSDA\_CONUS\_PRIME

RGB

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

USDA is an equal opportunity provider, employer, and lender.

2022 Program Year  
 Map Created March 23, 2022

**Farm 4593**  
**Tract 10503**

Tract Cropland Total: 10.00 acres

Signature Page

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Jeff Nagel, Tenant

As approved by the City Council of the City of Monticello, on the 16<sup>th</sup> day of January, 2023, by Resolution 2023-\_\_\_:

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Dave Goedken, Mayor  
For the City of Monticello, Landlord

City Council Meeting  
Prep. Date: 1/6/2023  
Preparer: Sally Hinrichsen



Agenda Item: # 13-21  
Agenda Date: 1/16/2023

*Communication Page*

**Agenda Items Description:** Reports

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

**Attachments & Enclosures:**


**Fiscal Impact:**

Budget Line Item:  
Budget Summary:  
Expenditure:  
Revenue:


**Reports / Potential Actions:**

- 13. City Engineer
- 14. Mayor
- 15. City Administrator
- 16. City Clerk
  - a. Sewage usage credit policy
  - b. ABD auto renewal program
- 17. Public Works Director
- 18. Police Chief
- 19. Water/Wastewater Superintendent
- 20. Park and Recreation Director
- 21. Library Director