

City of Monticello, Iowa

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Posted on March 14, 2024 at 5:00 p.m.

Monticello City Council Meeting March 18, 2024 at 6:00 p.m.

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

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

- Call to Order – 6:00 P.M.

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

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

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

Approval of Council Mtg. Minutes	March	4, 2024
Approval of Payroll	March	7, 2024
Approval of Bill List		
Approval of Treasurer's Report	January	2024
Approval of Treasurer's Report	February	2024
Approval of alcohol license for Monticello Chamber of Commerce transfer to Berndes Center for School Foundation		

Public Hearings:

1. **Public Hearing** on proposed plans, specifications, form of contract and estimate of cost for the 2024 N. Chestnut Street Reconstruction Project

2. **Resolution** approving the proposed plans, specifications, form of contract and estimate of cost for the 2024 N. Chestnut Street Reconstruction Project
3. **Resolution** approving engineering inspection services for the 2024 N. Chestnut Street Reconstruction Project in the amount of \$67,500
4. **Public Hearing** on proposed City of Monticello Fiscal Year 2023/2024 budget amendments
5. **Resolution** Approving the City's Proposed Amendment #1 to the Fiscal Year 2023-2024 Budget

Resolutions:

6. **Resolution** Approving Maquoketa River Watershed Management Authority Investment and Agreement for FY '25 in the amount of \$6,060.00, plus five (5) water sampling locations – Erin Erickson
7. **Resolution** Approving Jones County SAFE and Healthy Youth Coalition Investment and agreement for FY '25 in the amount of \$3,000.00 – Jennifer Husmann
8. **Resolution** Approving Jones County Tourism Investment and Agreement for FY '25 in the amount of \$1,212.00, plus 4% of the plus 4% of the Monticello Hotel/Motel tax – Kaileen Weaver
9. **Resolution** Approving Jones County Economic Development (JCED) Investment and agreement for FY '25 – Derek Lumsden
10. **Resolution** Approving Jones County Senior Dining Investment and agreement for FY '25 in the amount of \$4,745.00
11. **Resolution** Approving Jones County JETS Transportation System investment and agreement for FY '25 in the amount of \$1,500.00
12. **Resolution** Approving Monticello Firefighter's Organization investment and agreement for the Independence Day Fireworks festivities to be held on July 4, 2024 in the amount of \$2,600.00 – Joe Bayne
13. **Resolution** entitled reporting all employees' wages for calendar year ending December 31, 2023
14. **Resolution** Acknowledging the hiring of Monticello Library seasonal employee and setting wage
15. **Resolution** Approving the wages for Monticello Aquatic Center and Park and Recreation part-time seasonal staff positions and setting wages

16. Resolution Approving Lease Agreement between the City of Monticello and Justin Buck with regard to the “Rowland Trust” farm ground at the Monticello Regional Airport

17. Resolution Approving License Agreement with Theisen’s Inc., with regards to the use of City Right-of-Way along South Maple Street

Motions:

18. Discussion and possible motion on Request by Monticello Firefighters Organization for \$37,100 to fund a project tying downspouts into storm sewer and replacement of the driveway and apron at the Fire Station

Ordinances:

19. Ordinance amending the Monticello Code of Ordinances, by adding a new paragraph pertaining to Street Grades (2nd reading)

Reports / Potential Actions:

- 20. City Engineer
- 21. Mayor
- 22. City Administrator
- 23. Police Chief
- 24. Water/Wastewater Superintendent
- 25. Park and Recreation Director
- 26. Library Director
- 27. Ambulance Director
- 28. City Clerk
- 29. Public Works Director

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

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

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

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

Topic: March 18, 2024 Council Meeting
Time: Mar 18, 2024 06:00 PM Central Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/85847029664>

Meeting ID: 858 4702 9664

One tap mobile
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+16469313860,,85847029664# US

Dial by your location

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- +1 646 931 3860 US
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- +1 305 224 1968 US
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- +1 312 626 6799 US (Chicago)
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)
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- +1 719 359 4580 US

Meeting ID: 858 4702 9664

Find your local number: <https://us02web.zoom.us/u/kcy8j74DJV>

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Regular Council Meeting
March 4, 2024, 6:00 P.M.
Community Media Center

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

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

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

Farnum stated the City secured a State Revolving Fund (SRF) loan to perform the design engineering for the new Wastewater Treatment plant. The loan was zero interest rate for a period of three years. That three-year period terminates near the end of March, 2024. The initial draw on the interim financing for the USDA loan was intended to include the payoff for this loan (\$595,000). However, once we draw on the interim financing, the City will have to start paying interest on that note. The State has been routinely extending the interest-free SRF loans for additional 3-year periods, at zero interest. This Resolution will allow the City to request a 3-year extension, which will not require payment until near the end of the project. This extension will save thousands in interest over the coming 3-year period. Brighton moved to approve Resolution #2024-41 Extending the Maturity Date of the City’s Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note. Brenneman seconded. Roll call was unanimous.

Farnum advised contract and performance and/or payment bonds have been executed by contractor for the South Water Tower Repainting and Maintenance Project. Langerman moved to approve Resolution #2024-42 approving contract and performance and/or payment bonds for the South Water Tower Repainting and Maintenance project. Ellwood seconded. Roll call was unanimous.

Brenneman moved to approve Resolution #2024-43 Scheduling Public Hearing on City of Monticello Fiscal Year 2023/2024 budget amendments for March 18, 2024 at 6:00 p.m. Ellwood seconded. Roll call was unanimous.

Farnum stated Ambulance Director Lori Lynch interviewed and recommended Shirlee Scott to fill the Full-Time Paramedic position. Goedken moved to approve Resolution #2024-44 To approve the hiring a Monticello Ambulance Full-Time Paramedic and setting wage. Phelan seconded. Roll call was unanimous.

Phelan moved to approve Resolution Adopting FY ’25 Salary for the non-hourly employees, with 5% increase for except Farnum and Lynch who would get 2%. Motion

died due to lack of a second. Langerman moved to approve Resolution Adopting FY '25 Salary for the non-hourly employees, with 5% increase across the board. Motion died due to lack of a second. Goedken moved to approve Resolution Adopting FY '25 Salary for the non-hourly employees, with 4% increase across the board except Farnum would get 2% and Lynch who would get no increase until her review in October. Ellwood seconded. Roll call vote was: Ayes: Goedken, Ellwood and Phelan. Nays: Brighton, Langerman and Brenneman. Motion failed. Ellwood moved to table Resolution Adopting FY '25 Salary for the non-hourly employees to the first meeting in May, 2024. Roll call was unanimous.

Goedken moved to approve Resolution #2024-45 Acknowledging Monticello Library Director and Library Staff wages for FY '25. Phelan seconded. Roll call was unanimous.

Goedken introduced and moved Ordinance #773 Amending the Code of Ordinances of the City of Monticello, Iowa, by adding a new paragraph pertaining to "Street Grades", first reading in title only. Brighton seconded. Roll call was unanimous.

Farnum reported a group of local community members came together and applied to be accepted into the Small-Town Dreams Initiative, which has successfully been done. Through the initiative, the group was posed a challenge: Monticello can receive \$100,000 to start an endowment, from an anonymous donor, for the community by raising matching amounts locally. By the end of the campaign, the community will have built a \$450,000 endowment that will grow in perpetuity and pay out \$25,000 a year for grantmaking. To date, the Give to Grow team has raised over \$165,000 and presented our first \$15,000 grant to Monticello Main Street for their mural project that will be completed this Spring. One of the goals prior to this mural project being done is to have a recognition display installed in the lobby outside of the City Council Chambers. The Give to Grow team has discussed several options and would like to move forward with the installation of a TV in the Renaissance Center first floor lobby. This TV will be donated to the group and allow them the ability to add donors and inform the public on projects Give to Grow supports, as well as the possibility of other local information on upcoming events, etc. Goedken moved to accept the "Give to Grow" local donation of a TV to be placed in the Renaissance Center first floor lobby. Ellwood seconded. Roll call was unanimous.

Farnum gave an update on various projects including: water tower repainting project, Wastewater Treatment Facility pre-construction meeting, N. Chestnut Street Project. Farnum advised Dollar Fresh has never completed the sidewalk along Main Street, so he reached out to them and they intend to start work in April. Goedken stated he would like to see the plans for the First Street sidewalk/trail. Engineer prepared plans to build the trail now and the street after the Wastewater Treatment Facility project is completed.

Oswald stated they contracted with MOJO to help coach with practice plans and drills for sport activities. Keith Stamp is planting 8 to 12 apple trees behind Dollar Fresh for a community orchard.

Regular Council Meeting
March 4, 2024

Brehm reported on Spring Break activities happening at the Library. She advised that they moved things around in the library.

Brenneman moved to adjourn the meeting at 7:01 P.M.

Wayne Peach, Mayor

Sally Hinrichsen, City Clerk/Treasurer

PAYROLL - MARCH 7, 2024

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	February 19 - March 3, 2024				
Chris Bell	\$ 56.00	\$ -	0.00	0.00	\$ 48.24
Jamie Coleman	2,095.50	190.50	18.37	48.75	1,649.90
Jordan Fullerton	1,155.70	-	0.00	0.00	971.13
Mason Hanson	1,557.60	-	0.00	0.00	1,136.20
Jayna Koffron	1,825.60	33.60	0.00	45.75	1,386.90
Lori Lynch	3,173.85	-	0.00	0.00	2,134.76
Coletta Matson	3,062.40	950.40	0.00	36.00	1,974.77
Kody Miles	256.00	-	0.00	0.00	220.32
Chloe Mogensen	356.40	-	0.00	0.00	221.65
Daniel Poirier	285.75	-	0.00	0.00	246.14
Hunter Schmidt	254.00	-	0.00	0.00	218.80
Curtis Wyman	1,907.10	35.10	0.00	189.00	1,319.46
TOTAL AMBULANCE	\$ 15,985.90	\$ 1,209.60	18.37	319.50	\$ 11,528.27
CEMETERY	February 19 - March 3, 2024				
Dan McDonald	\$ 2,059.41	\$ 92.21	0.00	0.00	\$ 1,518.42
TOTAL CEMETERY	\$ 2,059.41	\$ 92.21	0.00	0.00	\$ 1,518.42
CITY HALL	February 19 - March 3, 2024				
Cheryl Clark	\$ 2,092.00	\$ -	0.00	40.50	\$ 1,438.25
Russ Farnum	3,711.54	-	0.00	0.00	2,462.49
Sally Hinrichsen	3,044.31	-	0.00	0.00	1,858.63
Nanci Tuel	1,840.81	-	0.00	0.00	1,315.99
TOTAL CITY HALL	\$ 10,688.66	\$ -	0.00	40.50	\$ 7,075.36
FIRE					
Joe Bayne	\$ 208.33	\$ -	0.00	0.00	\$ 192.39
Billy Norton	166.67	-	0.00	0.00	143.57
Johnny Russ	125.00	-	0.00	0.00	115.44
TOTAL FIRE	\$ 500.00	\$ -	0.00	0.00	\$ 451.40
LIBRARY	February 19 - March 3, 2024				
Faith Brehm	\$ 1,680.00	\$ -	0.00	0.00	\$ 1,284.55
Molli Hunter	1,243.20	-	0.00	0.00	987.78
Penny Schmit	1,476.00	-	0.00	0.00	1,036.89
TOTAL LIBRARY	\$ 4,399.20	\$ -	0.00	0.00	\$ 3,309.22
MBG	February 19 - March 3, 2024				
Grace Dupuy	\$ 1,576.92	\$ -	0.00	0.00	\$ 1,212.70
Jacob Oswald	2,413.27	-	0.00	0.00	1,830.60
TOTAL MBG	\$ 3,990.19	\$ -	0.00	0.00	\$ 3,043.30
POLICE	February 19 - March 3, 2024				
Dawn Graver	\$ 2,817.99	\$ -	0.00	0.00	\$ 2,054.25
Erik Honda	2,838.36	-	0.00	34.50	2,129.31
Jordan Koos	2,859.36	-	0.00	6.00	1,950.76
Cole Millard	2,281.40	183.00	0.00	0.00	1,445.30
Britt Smith	3,393.62	-	0.00	0.00	2,515.45
Madonna Staner	1,679.20	-	0.00	0.00	1,253.99

PAYROLL - MARCH 7, 2024

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
Brian Tate	3,908.94	745.00	0.00	40.00	2,801.98
TOTAL POLICE	\$ 19,778.87	\$ 928.00	0.00	80.50	\$ 14,151.04
ROAD USE	February 19 - March 3, 2024				
Zeb Bowser	\$ 1,927.20	\$ -	0.00	32.50	\$ 1,472.09
Jacob Gravel	1,927.21	-	0.00	47.50	1,423.06
Nick Kahler	2,457.46	-	0.00	0.00	1,760.05
Jasper Scott	1,927.20	-	0.00	0.00	1,449.86
TOTAL ROAD USE	\$ 8,239.07	\$ -	0.00	80.00	\$ 6,105.06
SEWER	February 17 - March 1, 2024				
Jim Tjaden	\$ 2,941.54	\$ -	0.00	0.00	\$ 2,184.72
TOTAL SEWER	\$ 2,941.54	\$ -	0.00	0.00	\$ 2,184.72
WATER	February 17 - March 1, 2024				
Scott Hagen	\$ 2,137.20	\$ -	0.00	35.50	\$ 1,709.74
Josh Willms	2,137.20	-	0.00	54.00	1,395.07
TOTAL WATER	\$ 4,274.40	\$ -	0.00	89.50	\$ 3,104.81
TOTAL - ALL DEPTS.	\$ 72,857.24	\$ 2,229.81	18.37	610.00	\$ 52,471.60

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
ALLIANT ENERGY-IES	201 E SOUTH ST PD	324.87			
MONTICELLO COMM SCHOOL DISTRICT	PD FUEL	869.35			

	110 POLICE DEPARTMENT TOTAL	1,194.22			
STREET LIGHTS					
ALLIANT ENERGY-IES	S CEDAR STREETLIGHTS	661.99			
CRESCENT ELECTRIC SUPPLY CO.	RU STREETLIGHT REPAIRS	1,960.00			

	230 STREET LIGHTS TOTAL	2,621.99			
AQUATIC CENTER					
ALLIANT ENERGY-IES	811 S CEDAR ST POOL	139.60			

	440 AQUATIC CENTER TOTAL	139.60			
CEMETERY					
ALLIANT ENERGY-IES	CEMETERY ELECTRIC	34.22			
MONTICELLO COMM SCHOOL DISTRICT	CEMETERY FUEL	168.83			
TRI COUNTY PROPANE LLC	CEMETERY UTILITIES	1,274.14			

	450 CEMETERY TOTAL	1,477.19			
SOLDIER'S MEMORIAL BOARD					
ALLIANT ENERGY-IES	200 E 1ST ST	467.68			

	498 SOLDIER'S MEMORIAL BOARD TOTAL	467.68			
CLERK/CITY ADMIN					
MOLLI JENN HUNTER	JANITORIAL SERVICES	420.00			

	620 CLERK/CITY ADMIN TOTAL	420.00			
ENGINEER					
SNYDER & ASSOCIATES, INC	ENGINEERING FEES	2,665.21			

	640 ENGINEER TOTAL	2,665.21			
CITY HALL/GENERAL BLDGS					
ALLIANT ENERGY-IES	200 E 1ST ST	935.35			
BAKER PAPER CO INC	CH BUILDING SUPPLIES	105.63			
CREATIVE FORMS & CONCEPTS, INC	CH OFFICE SUPPLIES	348.42			
FP MAILING SOLUTIONS	CH CONTRACTS	2.20			
IMFOA	CH DUES - HINRICHSSEN	50.00			
INFRASTRUCTURE TECHNOLOGY	CH ADOBE ACROBAT PRO LICENSE	1,151.52			
JONES COUNTY JETS	CH CONTRIBUTION	1,500.00			
JONES COUNTY RECORDER	CH RECORDING-JOHNSON EASEMENT	39.00			
JONES COUNTY SENIOR DINING	CH CONTRIBUTION	4,329.00			
MONTICELLO EXPRESS INC	CH ADVERTISING	598.13			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	650 CITY HALL/GENERAL BLDGS TOTAL	9,059.25			
	001 GENERAL TOTAL	18,045.14			
MONTICELLO BERNDEN CENTER PARKS					
ALLIANT ENERGY-IES	MBC ELECTRIC	1,067.53			
BAKER PAPER CO INC	MBC BUILDING SUPPLIES	129.80			
DUBUQUE GLASS COMPANY	MBC BLDG REPAIR/MAINT	276.66			
MOLLI JENN HUNTER	JANITORIAL SERVICES	350.00			
INSURANCE ASSOCIATES, INC.	MBC 2020 POLARIS RANGER INS	102.00			
JOHN DEERE FINANCIAL	MBC CAPITAL PROJECTS	525.49			
SHANNON LAGRANGE	MBC DAMAGE DEPOSIT REFUND	300.00			
MONTICELLO COMM SCHOOL DISTRICT	MBC FUEL	141.83			
MONTICELLO EXPRESS INC	MBC ADVERTISING	407.80			
SPAHN & ROSE LUMBER CO INC	MBC CAPITAL PROJECTS	1,300.85			
SALLY WEETS	MBC DAMAGE DEPOSIT REFUND	200.00			
	430 PARKS TOTAL	4,801.96			
	005 MONTICELLO BERNDEN CENTER TOTAL	4,801.96			
FIRE					
FIRE					
ALLIANT ENERGY-IES	200 E SOUTH ST FIRE STATION	227.55			
MCALEER WATER CONDITIONING INC	FIRE SOFTENER SALT	26.40			
MONTICELLO COMM SCHOOL DISTRICT	FIRE FUEL	98.65			
	150 FIRE TOTAL	352.60			
	015 FIRE TOTAL	352.60			
AMBULANCE					
AMBULANCE					
AARON'S AUTOMOTIVE LLC	AMB VEHICLE OPERATING	260.90			
ALLIANT ENERGY-IES	201 E SOUTH ST AMB	324.87			
BOUND TREE MEDICAL, LLC	AMB MEDICAL SUPPLIES	316.60			
JOHN DEERE FINANCIAL	AMB MEDICAL SUPPLIES	26.97			
MONTICELLO COMM SCHOOL DISTRICT	AMB FUEL	738.24			
PHYSICIAN'S CLAIM COMPANY	AMB BILLING FEES	1,781.10			
	160 AMBULANCE TOTAL	3,448.68			
	016 AMBULANCE TOTAL	3,448.68			
HOTEL/MOTEL TAX					
HOTEL/MOTEL					
MONTICELLO CHAMBER OF COMMERCE	CHAMBER DUES	300.00			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	699 HOTEL/MOTEL TOTAL		300.00		
	018 HOTEL/MOTEL TAX TOTAL		300.00		
LIBRARY					
LIBRARY					
ALLIANT ENERGY-IES	200 E 1ST ST	467.68			
CULLIGAN TOTAL WATER -	LIB BUILDING SUPPLIES	30.30			
MOLLI JENN HUNTER	JANITORIAL SERVICES	350.00			
JOHN DEERE FINANCIAL	LIB BUILDING SUPPLIES	9.99			
MICRO MARKETING LLC	LIB BOOKS	86.38			
	410 LIBRARY TOTAL		944.35		
	041 LIBRARY TOTAL		944.35		
AIRPORT					
AIRPORT					
ALLIANT ENERGY-IES	AIRPORT-ROLAND/KRAUS PROPERTY	244.15			
BRIAN CROWLEY	AIRPORT EQUIP REPAIR/MAINT	596.39			
JOHN DEERE FINANCIAL	AIRPORT EQUIP REPAIR/MAINT	799.09			
	280 AIRPORT TOTAL		1,639.63		
	046 AIRPORT TOTAL		1,639.63		
ROAD USE					
STREETS					
ALLIANT ENERGY-IES	20500 HWY 38/151 OVERPASS	147.18			
BEHREND'S CRUSHED STONE	RU STREET MAINTENANCE SUPPLIES	327.26			
BRIAN CROWLEY	RU EQUIP REPAIR/MAINT	227.30			
W.W. GRAINGER, INC	RU SUPPLIES	243.79			
JOHN DEERE FINANCIAL	RU SUPPLIES	176.48			
JONES CO SECONDARY ROAD DEPT	RU STREET MAINTENANCE CONTRACT	36,164.41			
MONTICELLO COMM SCHOOL DISTRICT	RU FUEL	809.75			
JOSHUA PHILLIP KELCHEN	RU BLDG REPAIR/MAINT	2,276.81			
SPAHN & ROSE LUMBER CO INC	RU SUPPLIES	44.98			
UNITY POINT CLINIC -	RU OSHA - BOWSER	42.00			
VFW FLAG STORE	RU SUPPLIES	30.00			
	210 STREETS TOTAL		40,489.96		
SNOW REMOVAL					
JERRY MCELMEEL	RU SNOW REMOVAL	5,270.00			
	250 SNOW REMOVAL TOTAL		5,270.00		
	110 ROAD USE TOTAL		45,759.96		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
TIF PROJECT					
STREETS					
MONTICELLO EXPRESS INC	NORTH CHESTNUT STREET PROJECT	17.75			
SNYDER & ASSOCIATES, INC	NORTH CHESTNUT STREET PROJECT	25,800.00			

210	STREETS TOTAL	25,817.75			

325	TIF PROJECT TOTAL	25,817.75			
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					
ALLIANT ENERGY-IES	W 1ST ST WATER PUMP	2,200.82			
AMERICAN WATER WORKS ASSOCIATI	WATER DUES	430.00			
STATE HYGIENIC LABORATORY	WATER LAB TESTS	58.00			
LAPORTE MOTOR SUPPLY	WATER VEHICLE OPERATING	32.96			
MONTICELLO COMM SCHOOL DISTRICT	WATER FUEL	164.23			

810	WATER TOTAL	2,886.01			

600	WATER TOTAL	2,886.01			
WATER CAPITAL IMPROVEMENT					
WATER					
SNYDER & ASSOCIATES, INC	WATER TOWER PAINTING	4,496.03			

810	WATER TOTAL	4,496.03			

604	WATER CAPITAL IMPROVEMENT TOTAL	4,496.03			
SEWER					
SEWER					
ALLIANT ENERGY-IES	1105 E 1ST ST	2,538.76			
STATE HYGIENIC LABORATORY	SEWER LAB TESTS	696.50			
JOHN DEERE FINANCIAL	SEWER SUPPLIES	18.28			
MONTICELLO COMM SCHOOL DISTRICT	SEWER FUEL	164.21			
TRI COUNTY PROPANE LLC	SEWER UTILITIES	2,156.28			
UNITY POINT CLINIC -	SEWER OSHA - TJADEN	42.00			

815	SEWER TOTAL	5,616.03			

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	610 SEWER TOTAL	5,616.03			
SANITATION					
SANITATION					
MONTICELLO COMM SCHOOL DISTRICT	SANITATION FUEL	72.38			
REPUBLIC SERVICES	DUMPSTER COLLECTIONS	13,862.74			
	840 SANITATION TOTAL	13,935.12			
	670 SANITATION TOTAL	13,935.12			
YARD WASTE SITE					
SANITATION					
RANDALL G THUMAN	YARD WASTE COMPOST	7,500.00			
	840 SANITATION TOTAL	7,500.00			
	675 YARD WASTE SITE TOTAL	7,500.00			
	Accounts Payable Total	135,592.40			

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

	FUND NAME	AMOUNT
001	GENERAL	18,045.14
005	MONTICELLO BERNDES CENTER	4,801.96
015	FIRE	352.60
016	AMBULANCE	3,448.68
018	HOTEL/MOTEL TAX	300.00
041	LIBRARY	944.35
046	AIRPORT	1,639.63
110	ROAD USE	45,759.96
325	TIF PROJECT	25,817.75
503	TRUST/IOMA MARY BAKER	49.14
600	WATER	2,886.01
604	WATER CAPITAL IMPROVEMENT	4,496.03
610	SEWER	5,616.03
670	SANITATION	13,935.12
675	YARD WASTE SITE	7,500.00

	TOTAL FUNDS	135,592.40

Reviewed by: *[Signature]*

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	Investments	Investments	Ending Fund Balance
GENERAL FUNDS:	General	1150281.63	72284.26	12478.92		92052.24	28750.00	1114242.57	750.00	589522.60	523969.97			1114242.57
	Soldiers Memorial Board	13762.20	225.00			90.00		13897.20			13897.20			13897.20
	Monticello Bernades Center	56914.96	5767.65	242.39		11506.93		51418.07	100.00	19616.59	31701.48			51418.07
	Youth/Adult Officiating	8485.78	4750.00	1.38			8485.78	4751.38			4751.38			4751.38
	Dare	6859.26		23.97				6883.23		6883.23				6883.23
	Carline	5730.93		27.14				5758.07		603.18	5154.89			5758.07
	Insurance Fund	57285.14		260.53		619.06		56926.61		13278.03	43648.58			56926.61
	Tournament Fund	0.00						8485.78						8485.78
	Monticello Trees Forever	27319.05		95.50		528.83		26885.72		26885.72				26885.72
	Fire	235450.50		1067.33		5503.40		231014.43		54150.50	178663.93			231014.43
	Ambulance Operating	166297.20	33682.20	739.28	15833.33	39082.72		177469.29		63096.80	114372.49			177469.29
	Hotel/Motel Tax Fund	18214.82		63.67				18278.49		18278.49				18278.49
	Earl F Lehmann Trust	238.73						238.73			238.73			238.73
	Street Bond	1500.00						1500.00		1500.00				1500.00
	Police Improvement	2220.63	7.00	7.76				2235.39		2235.39				2235.39
	Library Improvement	47330.13	1065.90	202.17		398.83		48199.37		14370.07	33829.30			48199.37
	Library	56916.60	133.85	220.55	12916.67	11038.85		59148.82	200.00	42805.63	16143.19			59148.82
	Equipment Set-A-Side	60097.69		298.72				60396.41		-1073.25	61469.66			60396.41
	Super Mac	22385.80		100.21		1749.87		20736.14		4835.58	15900.56			20736.14
	Airport	130515.53	1966.80	530.78		4563.33		128449.78		74483.01	53966.77			128449.78
	Revolving Loan Fund	45429.97		198.71				45628.68		16730.74	28897.94			45628.68
SPECIAL REVENUE FUNDS:	Road Use Tax	274219.37	47411.72			77715.67		243915.42		28579.85	215335.57			243915.42
	Road Use Tax Set-A-Side	129184.57		786.64				129971.21		129971.21				129971.21
	Employee Benefits	356767.54	5076.36			39798.31		322045.59		83775.63	238269.96			322045.59
	TIF Tax Collections	600863.28	13962.46	2447.75		217585.66		399687.83		166820.20	232867.63			399687.83
	Slavka Gehret Trust	215979.07		1016.12				216995.19		3363.81	213631.38			216995.19
DEBT SERVICE FUNDS:	Police Forfeiture Acct	4.95						4.95		4.95				4.95
	Debt Service	384379.46	4197.90	1556.57		500.00		389633.93		235514.63	154119.30			389633.93
	TIF - Debt Payments	0.00						0.00						0.00
	ARPA Grant	612776.71						612776.71			612776.71			612776.71
	Park Improvements	-52842.65	5177.80	196.72		5613.71		-53081.84		-93561.73	40479.89			-53081.84
PERMANENT FUNDS:	Library Capital Improvements	14961.34		52.30				15013.64		15013.64				15013.64
	Ambulance Improvements	176384.94	175.00	821.08				177380.92		29316.44	148064.48			177380.92
	TIF Projects	659940.45				9715.50		650224.95		197734.55	452490.40			650224.95
	Cemetery Improvements	41084.78	160.00	582.86		18050.50		41827.84		13925.63	27902.01			41827.84
	Capital Improvements	-118042.00						-136092.50		-940565.00	45.04			-136092.50
	Low Income Housing	16510.83		80.62				16591.45		4426.96	16591.45			16591.45
	Baty Disc Golf Course	9800.37		41.65		60.00		9782.02		749.91	5355.06			9782.02
	Mary Maxine Redmond Trust	7324.56		34.72				7359.28		6609.37	7359.28			7359.28
	Pocket Park	11566.79		47.95				11614.74		6162.54	5452.20			11614.74
	Cemetery Perpetual Care	183365.92	180.00	393.40				183939.32		2430.00	181509.32			183939.32
	Charles S Bidwell Book Trust	84960.55		413.66		30.07		85344.14		867.12	84477.02			85344.14
	Ioma Mary Baker Trust	37925.24		184.65				38109.89		400.06	37709.83			38109.89
	Water Operating	300999.91	46387.80	1346.04		21532.86		327100.89		114085.29	213005.60			327100.89
	Customer Deposits	117945.16	1425.00			550.00		118820.16		17247.60	101572.56			118820.16
	Water Capital Improvements	874816.61	5136.69	2601.10		1199.25		881355.15		524699.00	105272.64			881355.15
ENTERPRISE FUNDS:	Sewer Operating	1920941.91	103912.04	8594.27		37172.37		1996275.85		635688.10	1360587.75			1996275.85
	Sewer Sinking	52903.60		184.94				53088.54		53088.54				53088.54
	Sewer Capital Improvements	93943.57	5136.69	694.77		65102.56		99775.03		34539.85	65235.18			99775.03
	Sanitation	259337.18	53017.84	1102.83				248355.29		106260.66	142094.63			248355.29
	Sanitation Capital Improvements	9174.47		32.07				9206.54		9206.54				9206.54
	Yard Waste	43415.39	3675.94	202.97		269.58		47024.72		9938.72	37086.00			47024.72
	Storm Water fund	97362.23	6770.20	398.20		437.08		104093.55		62203.83	41889.72			104093.55
	Self Funded Insurance	0.00	881.54			881.54		0.00						0.00
	Flex Spending	1944.59	1192.32			775.87		2361.04		2361.04				2361.04
	Enterprise Flex Spending	107.48						107.48		107.48				107.48
TOTAL OF ALL FUNDS		9533144.52	423759.96	40372.89	37235.78	664124.59	37235.78	9333152.88	1050.00	2281083.93	5523930.27	0.00	0.00	9333152.88

City of Monticello
Bank Reconciliation Report
For the Month of January 2024

Bank Balance		
General Checking	\$2,360,324.46	
Property Tax & Water	\$5,523,830.27	
Soldiers Memorial Ckg	\$13,897.20	
Earl F Lehmann Trust	\$238.73	
Officiating Ckg	\$4,751.38	
Citizen's Savings	\$1,508,301.37	
Total Bank Balance		\$9,411,343.41
Plus (Minus) Adjustment:		
Bank Charge/Error	\$0.00	
Total Adjustment		\$0.00
Plus Outstanding Credit Card Pymt:		
Credit Card Payments	\$507.62	
Total Outstanding Credit Card Pymts		\$507.62
Less Outstanding Checks:		
Financial/Payroll	\$79,748.15	
Soldiers Memorial	\$0.00	
Officiating	\$0.00	
Total Outstanding Checks		\$79,748.15
Plus Investments:		
Time Certificates	\$0.00	
Petty Cash	\$1,050.00	
Total Investments		\$1,050.00
Treasurer's Balance		\$9,333,152.88

Prepared By: <u>Sally Hinrichsen</u>	<u>3-1-2024</u>
Sally Hinrichsen, City Clerk	Date

Reviewed by: <u>Russell Farnum</u>	<u>3-1-24</u>
Russell Farnum, City Administrator	Date

City of Monticello
Cash On Hand By Bank
For January 31st, 2024

WJF 3.1.24

Bank					
Account type & number	Amount	Interest rate	Maturity date	Length of investment	Purpose
F & M Bank					
Total by Bank	\$0.00				
Citizens State Bank					
Savings # 6025641	\$238.73	0.150	N/A		Earl F Lehmann Trust Soldier Memorial
Checking #394486	\$13,897.20		N/A		
Savings #6467260	\$1,508,301.37				
Total by Bank	\$1,522,437.30				
Dutrac Credit Union					
Total by Bank	\$0.00				
Fidelity Bank & Trust					
Total by Bank	\$0.00				
Ohnward Bank & Trust					
General Ckg/Sweep #40002008	\$2,360,324.46	5.81	N/A		General Checking General Savings Officiating Checking
Property Tax & Water #40001992	\$5,523,830.27	5.81	N/A		
Officiating Ckg #618231	\$4,751.38	0.30	N/A		
Total by Bank	\$7,888,906.11				
Total Cash on Hand- All Banks	\$9,411,343.41				
Plus Petty Cash	\$1,050.00				Clerk's Office, Library, Aquatic Center and Berndes Center
Adjust Bank Error	\$507.62				
Plus Outstanding Credit Card Pymt	\$79,748.15				
Less Outstanding Checks	\$9,333,152.88				
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
Friends of the Monticello Park & Rec

TREASURER'S REPORT

CALENDAR 1/2024, FISCAL 7/2024

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	1,150,281.63	84,763.18	120,802.24	.00	1,114,242.57
003 SOLDIER MEMORIAL FUND	13,762.20	225.00	90.00	.00	13,897.20
005 MONTICELLO BERNDES CENT	56,914.96	6,010.04	11,506.93	.00	51,418.07
006 RECREATIONAL SET-A-SIDE	.00	.00	.00	.00	.00
007 YOUTH/ADULT TOURNAMENTS	8,485.78	4,751.38	8,485.78	.00	4,751.38
008 DARE	6,859.26	23.97	.00	.00	6,883.23
009 POLICE CANINE UNIT	5,730.93	27.14	.00	.00	5,758.07
010 INSURANCE	57,285.14	260.53	619.06	.00	56,926.61
012 TOURNAMENT FUND-GEN CKG	.00	8,485.78	.00	.00	8,485.78
014 MONTICELLO TREES FOREVE	27,319.05	95.50	528.83	.00	26,885.72
015 FIRE	235,450.50	1,067.33	5,503.40	.00	231,014.43
016 AMBULANCE	166,297.20	50,254.81	39,082.72	.00	177,469.29
018 HOTEL/MOTEL TAX	18,214.82	63.67	.00	.00	18,278.49
022 EARL F LEHMANN TRUST	238.73	.00	.00	.00	238.73
023 TRUST FUND/STREET BOND	1,500.00	.00	.00	.00	1,500.00
026 POLICE IMPROVEMENT	2,220.63	14.76	.00	.00	2,235.39
030 LIBRARY IMPROVEMENT	47,330.13	1,268.07	398.83	.00	48,199.37
041 LIBRARY	56,916.60	13,271.07	11,038.85	.00	59,148.82
042 SPORTS COMPLEX	.00	.00	.00	.00	.00
044 EQUIPMENT SET-A-SIDE	60,097.69	298.72	.00	.00	60,396.41
045 SUPER MAC FUND	22,385.80	100.21	1,749.87	.00	20,736.14
046 AIRPORT	130,515.53	2,497.58	4,563.33	.00	128,449.78
050 REVOLVING LOAN FUND	45,429.97	198.71	.00	.00	45,628.68
110 ROAD USE	274,219.37	47,411.72	77,715.67	.00	243,915.42
111 ROAD USE SETASIDE	129,184.57	786.64	.00	.00	129,971.21
112 EMPLOYEE BENEFITS	356,767.54	5,076.36	39,798.31	.00	322,045.59
125 TIF -SPECIAL REVENUE	600,863.28	16,410.21	217,585.66	.00	399,687.83
178 TRUST/SLAVKA GEHRET FUN	215,979.07	1,016.12	.00	.00	216,995.19
180 POLICE FORFEITURE	4.95	.00	.00	.00	4.95
200 DEBT SERVICE	384,379.46	5,754.47	500.00	.00	389,633.93
225 TIF - DEBT	.00	.00	.00	.00	.00
300 ARPA CAPITAL FUND	612,776.71	.00	.00	.00	612,776.71
313 PARK IMPROVEMENT	52,842.65-	5,374.52	5,613.71	.00	53,081.84-
316 LIB CAPITAL IMPROVEMENT	14,961.34	52.30	.00	.00	15,013.64
319 AMBULANCE IMPROVEMENT	176,384.84	996.08	.00	.00	177,380.92
325 TIF PROJECT	659,940.45	.00	9,715.50	.00	650,224.95
326 TRUST/CEMETERY IMPROVEM	41,084.78	742.86	.00	.00	41,827.64
328 FAMILY AQUATIC CENTER C	.00	.00	.00	.00	.00
332 CAPITAL IMPROVEMENT	118,042.00-	.00	18,050.50	.00	136,092.50-
333 MYSBA CAPITAL FUND	.00	.00	.00	.00	.00
336 LOW INCOME HOUSING FUND	16,510.83	80.62	.00	.00	16,591.45
337 MDC FUNDS	.00	.00	.00	.00	.00
338 BATY DISC GOLF COURSE	9,800.37	41.65	60.00	.00	9,782.02
339 MARY MAXINE REDMOND TRU	7,324.56	34.72	.00	.00	7,359.28
375 POCKET PARK	11,566.79	47.95	.00	.00	11,614.74
500 TRUST/CEMETERY PERPETUA	183,365.92	573.40	.00	.00	183,939.32
502 C.C. BIDWELL LIBRARY BO	84,960.55	413.66	30.07	.00	85,344.14
503 TRUST/IOMA MARY BAKER	37,925.24	184.65	.00	.00	38,109.89
600 WATER	300,899.91	47,733.84	21,532.86	.00	327,100.89
601 WATER BOND SINKING	.00	.00	.00	.00	.00
602 CUSTOMER DEPOSITS	117,945.16	1,425.00	550.00	.00	118,820.16
603 WATER IMPROVEMENT	.00	.00	.00	.00	.00
604 WATER CAPITAL IMPROVEME	874,816.61	7,737.79	1,199.25	.00	881,355.15

TREASURER'S REPORT
CALENDAR 1/2024, FISCAL 7/2024

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
610 SEWER	1,920,941.91	112,506.31	37,172.37	.00	1,996,275.85
611 SEWER RESERVE	.00	.00	.00	.00	.00
612 SEWER SINKING	52,903.60	184.94	.00	.00	53,088.54
613 SEWER CAPITAL IMPROVEME	93,943.57	5,831.46	.00	.00	99,775.03
614 SEWER IMPROVEMENT	.00	.00	.00	.00	.00
670 SANITATION	259,337.18	54,120.67	65,102.56	.00	248,355.29
671 SANITATION CAPITAL IMPR	9,174.47	32.07	.00	.00	9,206.54
675 YARD WASTE SITE	43,415.39	3,878.91	269.58	.00	47,024.72
740 STORM WATER	97,362.23	7,168.40	437.08	.00	104,093.55
820 INTERNAL REV SELF FUNDE	.00	881.54	881.54	.00	.00
950 FLEX SPENDING FUND	1,944.59	1,192.32	775.87	.00	2,361.04
951 ENTERPRISE FLEX SPENDIN	107.48	.00	.00	.00	107.48
Report Total	9,533,144.62	501,368.63	701,360.37	.00	9,333,152.88

Reviewed by: *[Signature]*

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	Investments	Investments Bank	Ending Fund Balance
GENERAL FUNDS:	General	1114242.57	134776.27	10627.15	114020.64	140020.64	28750.00	1090875.35	750.00	558045.47	532079.88			1090875.35
	Soldiers Memorial Board	13897.20	725.00		178.00	178.00		14444.20			14444.20			14444.20
	Monticello Bemdes Center	51418.07	10731.91	184.37	16675.51	16675.51		45658.84	100.00	13731.43	31827.41			45658.84
	Youth/Adult Tournament Fund	4751.38	8000.00	3.67				12755.05			12755.05			12755.05
	Dare	6883.23		10.50				6893.73		6893.73				6893.73
	Canine	5758.07		21.53				5779.60		604.24	5175.36			5779.60
	Insurance Fund	56926.61		230.29		268.44		56888.46		13049.15	43839.31			56888.46
	Tournaent Fund	8485.78						8485.78		8485.78				8485.78
	Monticello Treess Forever	26885.72		80.10				26965.82		26965.82				26965.82
	Fire	231014.43		934.19		5344.00		226604.62		48967.83	177636.79			226604.62
	Ambulance Operating	177469.29	44078.47	667.77	15833.33	47340.48		190728.38		75856.11	114872.27			190728.38
	Hotel/Motel Tax Fund	18278.49	9472.62	54.45				27805.56		27805.56				27805.56
	Earl F Lehmann Trust	238.73						238.73			238.73			238.73
	Street Bond	1500.00						1500.00		1500.00				1500.00
	Police Improvement	2235.39	4964.00	1.03				7200.42		7200.42				7200.42
	Library Improvement	48199.37		190.63		143.59		48246.41		14289.29	33977.12			48246.41
	Library	59148.82	230.25	198.07	12916.67	13061.72		59432.09	200.00	43018.36	16213.73			59432.09
	Equipment Set-A-Side	60396.41		297.13				60693.54		-1063.25	61756.79			60693.54
	Super Mac	20736.14		83.88		1959.94		18660.08		2890.04	15970.04			18660.08
	Airport	128449.78	3996.33	433.44	11732.07			121147.48		66949.18	54198.30			121147.48
SPECIAL REVENUE FUNDS:	Revolving Loan Fund	45628.68		176.11				45804.79		16780.58	29024.21			45804.79
	Road Use Tax	243915.42	41708.28		30030.14	30030.14		255593.56		40257.99	215335.57			255593.56
	Road Use Set-a-Side	129971.21		91.64		109117.00		20945.85		-109117.00	130082.85			20945.85
	Employee Benefits	322045.59	2959.40		39776.48	39776.48		285228.51		46958.55	238269.96			285228.51
	TIF Tax Collections	399687.83	5128.55	1871.25				406687.63		172894.92	233792.71			406687.63
DEBT SERVICE FUNDS:	Slavka Gehret Trust	216995.19		899.61				217894.80		3373.83	214520.97			217894.80
	Police Forfeiture Acct	4.95						4.95		4.95				4.95
	Debt Service	389633.93	2203.45	1213.95				393051.33		238319.78	154731.55			393051.33
	TIF - Debt Payments	0.00						0.00						0.00
	ARPA Grant	612776.71						612776.71			612776.71			612776.71
PERMANENT FUNDS:	Park Improvements	-53081.84	383.00	160.58		130.00		-52668.26		-93308.73	40640.47			-52668.26
	Library Capital Improvements	15013.64		44.73				15058.37		15058.37				15058.37
	Ambulance Improvements	177380.92	137.00	734.35				178252.27		29540.78	148711.49			178252.27
	TIF Projects	650224.95			356.99			649867.96		197377.56				649867.96
	Cemetery Improvements	41827.64	160.00	567.23				42554.87		14134.36	28420.51			42554.87
	Capital Improvements	-136092.50	46135.00		131258.80			-221216.30		-1025688.80	45.04			-221216.30
	Low Income Housing	16591.45		72.50				16663.95			16663.95			16663.95
	Baty Disc Golf Course	9782.02		34.45				9816.47		4440.14	5376.33			9816.47
	Mary Maxine Redmond Trust	7359.28		31.11				7390.39		752.14	6638.25			7390.39
	Pocket Park	11614.74		40.01				11654.75		6180.90	5473.85			11654.75
	Cemetery Perpetual Care	183939.32	180.00	396.58				184515.90		2610.00	181905.90			184515.90
	Charles S Bidwell Book Trust	85344.14		397.19	295.83	295.83		85445.50		573.87	84871.63			85445.50
	Ioma Mary Baker Trust	38109.89		165.97	281.90	281.90		37993.96		119.35	37874.61			37993.96
	Water Operating	327100.89	35237.40	1270.74	20081.28			343527.75		129591.35	213936.40			343527.75
ENTERPRISE FUNDS:	Customer Deposits	118820.16	1550.00		800.00			119570.16		17997.60	101572.56			119570.16
	Water Capital Improvements	881355.15	5120.36	2709.92	2706.12			886040.31		528702.24	105954.56			886040.31
	Sewer Operating	1996275.85	96623.02	7789.57	31450.94			2069287.50		702754.18	1366533.32			2069287.50
	Sewer Sinking	53088.54		158.17				53246.71		53246.71				53246.71
	Sewer Capital Improvements	99775.03	5120.35	635.55	30.11			105500.82		39758.68	65742.14			105500.82
	Sanitation	248355.29	53566.77	896.87	48893.93			253925.00		111240.45	142684.55			253925.00
	Sanitation Capital Improvements	9206.54		27.43				9233.97						9233.97
	Yard Waste	47024.72	3665.45	191.67	274.04			50607.80		13359.74	37248.06			50607.80
	Storm Water fund	104093.55	6846.24	368.37	1938.33			109369.83		67297.07	42072.76			109369.83
	Self Funded Insurance	0.00	284.85		284.85			0.00						0.00
AGENCY FUNDS	Flex Spending	2361.04	1192.32		681.16			2872.20		2872.20				2872.20
	Enterprise Flex Spending	107.48						107.48		107.48				107.48
TOTAL OF ALL FUNDS		9333152.88	525176.29	34594.75	28750.00	655112.29	28750.00	9237811.63	1050.00	2152594.37	5548427.91	0.00	0.00	9237811.63

City of Monticello
Bank Reconciliation Report
For the Month of February 2024

Bank Balance		
General Checking	\$2,194,741.99	
Property Tax & Water	\$5,548,427.91	
Soldiers Memorial Ckg	\$14,444.20	
Earl F Lehmann Trust	\$238.73	
Youth/Adult Tournament ckg	\$12,755.05	
Citizen's Savings	\$1,508,301.37	
Total Bank Balance		<u>\$9,278,909.25</u>
Plus (Minus) Adjustment:		
Bank Charge/Error	<u> </u>	
Total Adjustment		<u>\$0.00</u>
Plus Outstanding Credit Card Pymt:		
Credit Card Payments	<u>\$730.50</u>	
Total Outstanding Credit Card Pymts		<u>\$730.50</u>
Less Outstanding Checks:		
Financial/Payroll	\$42,878.12	
Soldiers Memorial		
Youth/Adult Tournament	<u> </u>	
Total Outstanding Checks		<u>\$42,878.12</u>
Plus Investments:		
Time Certificates	\$0.00	
Petty Cash	<u>\$1,050.00</u>	
Total Investments		<u>\$1,050.00</u>
Treasurer's Balance		<u><u>\$9,237,811.63</u></u>

Prepared By: Sally Hinrichsen 3-12-2024
Sally Hinrichsen, City Clerk Date

Reviewed by: Russell Farnum 3-12-2024
Russell Farnum, City Administrator Date

City of Monticello
Cash On Hand By Bank
For February 28th, 2024

Handwritten signature 3/12/24

Bank					
Account type & number	Amount	Interest rate	Maturity date	Length of investment	Purpose
F & M Bank					
Total by Bank	\$0.00				
Citizens State Bank					
Savings # 6025641	\$238.73	0.150	N/A		Earl F Lehmann Trust
Checking #394486	\$14,444.20		N/A		Soldier Memorial
Savings #6467260	\$1,508,301.37	5.160	N/A		General Savings
Total by Bank	\$1,522,984.30				
Dutrac Credit Union					
Total by Bank	\$0.00				
Fidelity Bank & Trust					
Total by Bank	\$0.00				
Ohnward Bank & Trust					
General Ckg/Sweep #40002008	\$2,194,741.99	4.5	N/A		General Checking
Property Tax & Water #40001992	\$5,548,427.91	4.5	N/A		General Savings
Youth/Adult Tournmt Ckg #618231	\$12,755.05	0.58	N/A		Youth/Adult Tournamt
Total by Bank	\$7,755,924.95				
Total Cash on Hand- All Banks	\$9,278,909.25				
Plus Petty Cash	\$1,050.00				Clerk's Office, Library, Aquatic Center and Berndes Center
Adjust Bank Error	\$730.50				
Plus Outstanding Credit Card Pymt	\$42,878.12				
Less Outstanding Checks	\$9,237,811.63				
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
Friends of the Monticello Park & Rec

TREASURER'S REPORT

CALENDAR 2/2024, FISCAL 8/2024

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	1,114,242.57	145,403.42	168,770.64	.00	1,090,875.35
003 SOLDIER MEMORIAL FUND	13,897.20	725.00	178.00	.00	14,444.20
005 MONTICELLO BERND'S CENT	51,418.07	10,916.28	16,675.51	.00	45,658.84
006 RECREATIONAL SET-A-SIDE	.00	.00	.00	.00	.00
007 YOUTH/ADULT TOURNAMENTS	4,751.38	8,003.67	.00	.00	12,755.05
008 DARE	6,883.23	10.50	.00	.00	6,893.73
009 POLICE CANINE UNIT	5,758.07	21.53	.00	.00	5,779.60
010 INSURANCE	56,926.61	230.29	268.44	.00	56,888.46
012 TOURNAMENT FUND-GEN CKG	8,485.78	.00	.00	.00	8,485.78
014 MONTICELLO TREES FOREVE	26,885.72	80.10	.00	.00	26,965.82
015 FIRE	231,014.43	934.19	5,344.00	.00	226,604.62
016 AMBULANCE	177,469.29	60,599.57	47,340.48	.00	190,728.38
018 HOTEL/MOTEL TAX	18,278.49	9,527.07	.00	.00	27,805.56
022 EARL F LEHMANN TRUST	238.73	.00	.00	.00	238.73
023 TRUST FUND/STREET BOND	1,500.00	.00	.00	.00	1,500.00
026 POLICE IMPROVEMENT	2,235.39	4,965.03	.00	.00	7,200.42
030 LIBRARY IMPROVEMENT	48,199.37	190.63	143.59	.00	48,246.41
041 LIBRARY	59,148.82	13,344.99	13,061.72	.00	59,432.09
042 SPORTS COMPLEX	.00	.00	.00	.00	.00
044 EQUIPMENT SET-A-SIDE	60,396.41	297.13	.00	.00	60,693.54
045 SUPER MAC FUND	20,736.14	83.88	1,959.94	.00	18,860.08
046 AIRPORT	128,449.78	4,429.77	11,732.07	.00	121,147.48
050 REVOLVING LOAN FUND	45,628.68	176.11	.00	.00	45,804.79
110 ROAD USE	243,915.42	41,708.28	30,030.14	.00	255,593.56
111 ROAD USE SETASIDE	129,971.21	91.64	109,117.00	.00	20,945.85
112 EMPLOYEE BENEFITS	322,045.59	2,959.40	39,776.48	.00	285,228.51
125 TIF -SPECIAL REVENUE	399,687.83	6,999.80	.00	.00	406,687.63
178 TRUST/SLAVKA GEHRET FUN	216,995.19	899.61	.00	.00	217,894.80
180 POLICE FORFEITURE	4.95	.00	.00	.00	4.95
200 DEBT SERVICE	389,633.93	3,417.40	.00	.00	393,051.33
225 TIF - DEBT	.00	.00	.00	.00	.00
300 ARPA CAPITAL FUND	612,776.71	.00	.00	.00	612,776.71
313 PARK IMPROVEMENT	53,081.84-	543.58	130.00	.00	52,668.26-
316 LIB CAPITAL IMPROVEMENT	15,013.64	44.73	.00	.00	15,058.37
319 AMBULANCE IMPROVEMENT	177,380.92	871.35	.00	.00	178,252.27
325 TIF PROJECT	650,224.95	.00	356.99	.00	649,867.96
326 TRUST/CEMETERY IMPROVEM	41,827.64	727.23	.00	.00	42,554.87
328 FAMILY AQUATIC CENTER C	.00	.00	.00	.00	.00
332 CAPITAL IMPROVEMENT	136,092.50-	46,135.00	131,258.80	.00	221,216.30-
333 MYSBA CAPITAL FUND	.00	.00	.00	.00	.00
336 LOW INCOME HOUSING FUND	16,591.45	72.50	.00	.00	16,663.95
337 MDC FUNDS	.00	.00	.00	.00	.00
338 BATY DISC GOLF COURSE	9,782.02	34.45	.00	.00	9,816.47
339 MARY MAXINE REDMOND TRU	7,359.28	31.11	.00	.00	7,390.39
375 POCKET PARK	11,614.74	40.01	.00	.00	11,654.75
500 TRUST/CEMETERY PERPETUA	183,939.32	576.58	.00	.00	184,515.90
502 C.C. BIDWELL LIBRARY BO	85,344.14	397.19	295.83	.00	85,445.50
503 TRUST/IOMA MARY BAKER	38,109.89	165.97	281.90	.00	37,993.96
600 WATER	327,100.89	36,508.14	20,081.28	.00	343,527.75
601 WATER BOND SINKING	.00	.00	.00	.00	.00
602 CUSTOMER DEPOSITS	118,820.16	1,550.00	800.00	.00	119,570.16
603 WATER IMPROVEMENT	.00	.00	.00	.00	.00
604 WATER CAPITAL IMPROVEME	881,355.15	7,391.28	2,706.12	.00	886,040.31

TREASURER'S REPORT
CALENDAR 2/2024, FISCAL 8/2024

ACCOUNT TITLE		LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
610	SEWER	1,996,275.85	104,462.59	31,450.94	.00	2,069,287.50
611	SEWER RESERVE	.00	.00	.00	.00	.00
612	SEWER SINKING	53,088.54	158.17	.00	.00	53,246.71
613	SEWER CAPITAL IMPROVEME	99,775.03	5,755.90	30.11	.00	105,500.82
614	SEWER IMPROVEMENT	.00	.00	.00	.00	.00
670	SANITATION	248,355.29	54,463.64	48,893.93	.00	253,925.00
671	SANITATION CAPITAL IMPR	9,206.54	27.43	.00	.00	9,233.97
675	YARD WASTE SITE	47,024.72	3,857.12	274.04	.00	50,607.80
740	STORM WATER	104,093.55	7,214.61	1,938.33	.00	109,369.83
820	INTERNAL REV SELF FUNDE	.00	284.85	284.85	.00	.00
950	FLEX SPENDING FUND	2,361.04	1,192.32	681.16	.00	2,872.20
951	ENTERPRISE FLEX SPENDIN	107.48	.00	.00	.00	107.48
Report Total		9,333,152.88	588,521.04	683,862.29	.00	9,237,811.63

City Council Meeting Prep. Date: 03/13/2024 Preparer: Russell Farnum		Agenda Item: # 1-3 Agenda Date: 03/18/2024
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Communication Page

Agenda Items Description: Public Hearing on proposed plans, specifications, form of contract and estimate of cost for the 2024 N. Chestnut Street Reconstruction Project; Resolution approving same; Resolution approving Engineering Services (inspections) for same

Type of Action Requested: Resolutions (2)

Attachments & Enclosures:
Resolutions (2)

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: Prior to proceeding to bid the Chestnut Street project, the Council must hold a public hearing on the plans, specifications and other details. The hearing was set for the March 18, 2024 Council meeting, and proper notice was printed in the Monticello Express.

Also for Council consideration are:

- 1) Resolution approving the proposed specifications, proposed form of contract and engineers' opinion of probable cost.
- 2) Resolution approving Engineering Services (inspections) for the project in the budgeted amount of \$67,500.

Please note that full plans, specifications, contract documents and the cost estimate are available at City Hall, but are far too large to include in the packets. A minimized set is included with the packet, if you'd prefer a full set

Bids for this project are due on March 27. Council will review the bids at the April 1 Council meeting, and hopefully will be able to approve a bid at that time.

Recommendation: Hold the public hearing, and approve the 2 resolutions.

The City of Monticello, Iowa

RESOLUTION

Approving the proposed plans, specifications, form of contract and estimate of cost for the 2024 N. Chestnut Street Reconstruction Project

WHEREAS, the City Council (the “Council”) of the City of Monticello, Iowa (the “City”), has determined that it is necessary and desirable that a public improvement be constructed as described in the proposed plans and specifications and form of contract prepared by Snyder & Associates, Inc., the Project Engineers for such public improvement, which may be hereafter referred to as the 2024 N. Chestnut Street Reconstruction Project, which proposed plans, specifications and form of contract and estimate of cost were previously placed on file with the City Clerk; and

WHEREAS, public hearing on the proposed plans, specifications and form of contract and estimate of cost for the Project was scheduled for tonight, and

WHEREAS, the Mayor opened the Public Hearing and after the receipt of public comment, if any, closed the Public Hearing, and

WHEREAS, at the close of the Public Hearing the Council considered the plans and specifications, form of contract and cost estimate previously prepared by the City Engineer and placed on file with the City Clerk and finds by the passage of this Resolution that same should be approved.

NOW, THEREFORE, Be It Resolved by the City Council of the City of Monticello, Iowa that the detailed plans and specifications, form of contract and estimate of cost referred to in the preamble hereof are hereby approved and sealed bids must be filed electronically, before March 27th, 2024 at 11:00 A.M. local time.

PASSED AND APPROVED this 4th day of March, 2024.

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 18th day of March, 2024

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

THE CITY OF MONTICELLO, IOWA

RESOLUTION

Approving supplemental agreement between Snyder & Associates and
City of Monticello for Construction services for the 2024 N.
Chestnut Street Reconstruction Project in the amount of \$67,500

WHEREAS, The City Council has directed engineer to prepare the plans, specifications, form of contract and an estimate for the 2024 N. Chestnut Street Reconstruction Project, and

WHEREAS, Snyder & Associates has prepared and presented a proposed supplemental agreement for construction services for the 2024 N. Chestnut Street Reconstruction Project, same subject to review and approval by the City prior to taking effect, and

WHEREAS, the Council finds that the proposed agreement should be approved and the Mayor authorized to execute same.

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 18th day of March, 2024, that the proposed "Supplemental Agreement for Additional Services #1" between the City of Monticello and Snyder & Associates is hereby approved.

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 18th day of March, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES # 1

To: Snyder & Associates, Inc.
900 Bell Drive SW
Cedar Rapids, IA 52404

Attn: Colton Ingels, P.E.
Phone: 319-362-9394

This is authorization for Snyder & Associates, Inc. to proceed with the following described additional services.

Client: City of Monticello	
Project Name: N. Chestnut Street Reconstruction	
S&A Project Number: 123.0484.08	Original Agreement Date: 04/03/2023

DESCRIPTION OF ADDITIONAL SERVICES:

This agreement is to authorize Snyder & Associates, Inc. to complete the Construction Services as described in the original agreement (Exhibit A, II.C) for the N. Chestnut Reconstruction project. Compensation for the Construction Services by the Engineer shall be on the basis of current hourly rates and will not exceed the values listed below.

☐ Lump Sum in the amount of: \$

☒ Hourly plus expenses per original agreement or attached fee schedule, estimated budget: \$67,500 assuming that the City's Contractor meets the construction schedule and there are not changes to the construction project that impact the scope of work for the Construction Services described in the original agreement.

☐ Document attached:

The undersigned, on behalf of the Contractor, understands and agrees that the services described in this Change Order are additional services, scope of which is not contained within the original scope of services defined in the original agreement. The Additional Services in this Change Order are subject to the general conditions contained in the original Professional Services Agreement.

City of Monticello (Client)

(Type or Print Name above line)

SNYDER & ASSOCIATES, INC. (Subcontractor)

By: _____
(Authorized Agent)

Wayne Peach, Mayor

(Printed or typed signature)

By: 

(Authorized Agent)

Lindsay Beaman, P.E., Bus. Unit Leader

(Printed or typed signature)

Date: _____

Date: March 5, 2024

Route executed to:

2024 STANDARD FEE SCHEDULE

PROFESSIONAL

Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist
 Project Manager, Planner, Right-of-Way Agent, Graphic Designer

Principal II	\$252.00/hour
Principal I	\$237.00/hour
Senior	\$216.00/hour
VIII	\$198.00/hour
VII	\$187.00/hour
VI	\$178.00/hour
V	\$166.00/hour
IV	\$153.00/hour
III	\$141.00/hour
II	\$128.00/hour
I	\$115.00/hour

TECHNICAL

CAD, Survey, Construction Observation

Lead	\$150.00/hour
Senior	\$144.00/hour
VIII	\$134.00/hour
VII	\$124.00/hour
VI	\$111.00/hour
V	\$101.00/hour
IV	\$91.00/hour
III	\$82.00/hour
II	\$75.00/hour
I	\$66.00/hour

ADMINISTRATIVE

II	\$77.00/hour
I	\$63.00/hour

REIMBURSABLES

Mileage	Current IRS standard rate
Outside Services	As Invoiced

City Council Meeting
Prep. Date 2/28/2024
Preparer: Sally Hinrichsen



Agenda Item: # 4 & 5
Agenda Date: 3/18/2024

Communication Page

Agenda Items Description: **Public Hearing** on Budget Amendments and **Resolution** Approving the City's Proposed Amendment #1 to the Fiscal Year 2023-2024 Budget

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

Attachments & Enclosures:

Resolution

Proposed amendment lists

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Public Hearing required to amend budget

Background Information: The Council typically considers annual budget amendments once or twice per year. Amendments come about for various reasons, including but not limited to the following:

1. Council decides to move forward on projects not contemplated when budget was prepared.
2. Project carry over beyond end of one FY into next FY when plan was for project to be done prior to new FY.
3. Revenues or Expenses otherwise come in over or under budget.
4. A grant of donation for a specific purpose comes in unexpectedly.

Revenues: Revenues decrease by \$1,893,139 after the amendments. The "Revenue amendments" page attachment discloses each line that is proposed to be amended. (A reduction in revenues shown by a "--" with an increase being merely the number, no "--" or "+").

Expenses: Expenses decrease by \$2,277,540. The "Expense Amendments" page attachment discloses the expenses that increased or decreased in the 3rd column, expenses decreases be denoted with a "--" and increases being merely the number.

Staff Recommendation: It is recommended that the Mayor open the Public Hearing, accept public comment, close the Public Hearing, and thereafter have a motion and second to approve the FY 2024 Budget Amendments #1

The City of Monticello, Iowa

RESOLUTION #

**Approving the City's Proposed Amendment #1 to
the Fiscal Year 2023-2024 Budget**

WHEREAS, the City Council of Monticello, Jones County, Iowa in said County met on March 18, 2024, at 6:00 PM to take up the proposed amendment. The proposed amendment was considered and taxpayers were heard for and against the amendment.; and

WHEREAS, the Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Jones County, Iowa, following notice published on March 6, 2024 and the public hearing held on March 18, 2024, the current budget is amended as set out in the attached adoption to be certified to the Auditor of Jones County.

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 18th day of March, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of MONTICELLO
Fiscal Year July 1, 2023 - June 30, 2024

The City of MONTICELLO will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024

Meeting Date/Time: 3/18/2024 06:00 PM

Contact: Sally Hinrichsen

Phone: (319) 465-3577

Meeting Location: 220 East First Street, Renaissance Center, Monticello, Iowa

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	2,204,493	0	2,204,493
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	2,204,493	0	2,204,493
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	550,000	0	550,000
Other City Taxes	6	619,229	20,000	639,229
Licenses & Permits	7	258,450	0	258,450
Use of Money & Property	8	331,347	263,346	594,693
Intergovernmental	9	1,190,701	562,530	1,753,231
Charges for Service	10	2,794,321	-7,200	2,787,121
Special Assessments	11	21,270	200	21,470
Miscellaneous	12	289,525	196,847	486,372
Other Financing Sources	13	16,905,000	-4,909,300	11,995,700
Transfers In	14	1,865,497	1,980,438	3,845,935
Total Revenues & Other Sources	15	27,029,833	-1,893,139	25,136,694
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	1,922,134	-2,120	1,920,014
Public Works	17	1,193,923	148,397	1,342,320
Health and Social Services	18	0	0	0
Culture and Recreation	19	1,055,487	3,618	1,059,105
Community and Economic Development	20	306,020	236,443	542,463
General Government	21	822,847	0	822,847
Debt Service	22	815,114	6,542	821,656
Capital Projects	23	2,251,051	899,529	3,150,580
Total Government Activities Expenditures	24	8,366,576	1,292,409	9,658,985
Business Type/Enterprise	25	17,753,168	-5,550,387	12,202,781
Total Gov Activities & Business Expenditures	26	26,119,744	-4,257,978	21,861,766
Transfers Out	27	1,865,497	1,980,438	3,845,935
Total Expenditures/Transfers Out	28	27,985,241	-2,277,540	25,707,701
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-955,408	384,401	-571,007
Beginning Fund Balance July 1, 2023	30	6,382,098	0	6,382,098
Ending Fund Balance June 30, 2024	31	5,426,690	384,401	5,811,091

Explanation of Changes: \$263,346 is additional interest revenue and airport rent. \$562,530 of intergovernmental revenue accounts for additional revenue from grants. \$129,078 of the miscellaneous revenue is insurance reimbursement, for the Airport AWOS system in the Capital Projects expenses. \$495,700 of other financing sources accounts for additional bonding proceeds. These revenues are for the Water Tower Painting, North Chestnut Street and Sixth Street Ditch projects in the Capital Projects and Business Type expenditures. \$1,980,438 of transfers is for grant matches, debt service bond and interest payments, equipment purchases, and internal loan for purchase of additional land for future airport expansion. Expenditures include ash tree removal, street lights, ambulance expenses, TIF rebates, capital projects, water system repairs, Pickleball Court lighting and other equipment expenditures.

Fiscal Year 2023-2024 Budget First Amendments - Revenues dated February 27, 2024

Budget Line Item	Current Budget	Proposed Budget	Increase/ Decrease	For
General				
Interest	20,000	75,000	\$55,000	Interest rate increase
Interest-Road Use	4,000	11,000	\$7,000	Interest rate increase
Interest- Street Bond	10	40	\$30	Interest rate increase
Public Safety Grants	0	1,900	\$1,900	Grant
Business Tier 1 Credit Tax		67,214	\$67,214	House File 718 change
Comm & Ind Replacement	81,458	25,014	(\$56,444)	House File 718 change
Miscellaneous Income	1,000	3,000	\$2,000	
Clerk Fees	500	700	\$200	liens paid
Tax Lien Fees & Payments	500	4,500	\$4,000	liens paid
Transfer In - ARRP	0	612,778	\$612,778	Internal Loan
Park & Recreation				
Interest	1,000	1,500	\$500	Interest rate increase
Refunds & Reimbursements	0	3,300	\$3,300	
DARE				
Interest	100	225	\$125	Interest rate increase
Police Canine Unit				
Interest	100	200	\$100	Interest rate increase
Insurance Fund				
Interest	400	2,400	\$2,000	Interest rate increase
Tournament Fund				
Tfr in - Youth/Adult Tournament	0	8,486	\$8,486	
Monticello Trees Forever				
Interest	600	900	\$300	Interest rate increase
Fire				
Interest	1,000	8,500	\$7,500	Interest rate increase
Refunds & Reimbursements	0	475	\$475	
Ambulance				
Interest	2,000	8,000	\$6,000	Interest rate increase
Ambulance EMS County Trust	130,000	10,000	(\$120,000)	new EMS tax
Ambulance Delinquent Collectn	10,000	1,000	(\$9,000)	change Offset to Setoff
Transfer in from General	190,000	300,000	\$110,000	offset EMS tax
Hotel/Motel Tax				
Hotel/Motel Tax	25,000	45,000	\$20,000	more rentals
Interest	250	650	\$400	Interest rate increase
Police Improvement				
Interest	12	72	\$60	Interest rate increase
Donation & Deposits	500	550	\$5,000	donation
Library Improvement				
Interest	350	2,150	\$1,800	Interest rate increase
Refunds & Reimbursements	100	110	\$10	
Library				
Interest	200	2,000	\$1,800	Interest rate increase
Equipment Set A Side				
Interest	1,000	2,500	\$1,500	Interest rate increase

Super MAC Interest	200	800	\$600	Interest rate increase
Airport Interest	750	4,250	\$3,500	Interest rate increase
Farm Lease/House Rent	86,910	110,410	\$23,500	land lease & house rent
Revolving Loan Fund Interest	500	1,200	\$700	Interest rate increase
Road Use Refunds & Reimbursements	500	600	\$100	
Road Use Set-aside Interest	1,200	7,700	\$6,500	Interest rate increase
Employee Benefits				
Business Tier 1 Credit Tax	0	33,154	\$33,154	House File 718 change
Comm & Ind Replacement	37,608	12,280	(\$25,328)	House File 718 change
TIF Revenue Interest	3,000	15,000	\$12,000	Interest rate increase
Slavaka Gerhet Trust Interest	2,100	9,600	\$7,500	Interest rate increase
Debt Service				
Interest	2,000	8,000	\$6,000	Interest rate increase
Business Tier 1 Credit Tax		20,032	\$20,032	House File 718 change
Comm & Ind Replacement	19,500	8,474	(\$11,026)	House File 718 change
Transfer In - Stormwater	11,213	11,230	\$17	bond fees
Transfer In - Water Operating	87,812	91,145	\$3,333	2023 Bond issue/bond fees
Transfer In - Sewer Operating	6,676	6,718	\$42	bond fees
TIF Debt Service				
Transfer In- TIF Special Rev	292,806	296,329	\$3,523	2023 Bond Issue
ARPA				
Interest	4,500	8,381	\$3,881	Interest rate increase
Park Improvement				
Interest	1,200	3,700	\$2,500	Interest rate increase
State grants	0	4,000	\$4,000	Grant
Donation & Deposits	10,000	15,500	\$5,500	donations
Refunds & Reimbursements	0	242	\$242	
Dog Park Donations	0	505	\$505	Donation
Library Capital Improvements				
Interest	100	550	\$450	Interest rate increase
Ambulance Improvement				
Interest	1,500	8,000	\$6,500	Interest rate increase
TIF Project				
Interest	0	5,000	\$5,000	Interest rate increase
Bond Proceeds	580,000	706,155	\$126,155	N Chestnut Street Project
Cemetery Improvements				
Interest	300	1,500	\$1,200	Interest rate increase
Cem Perpetual Care Interest	2,000	4,000	\$2,000	Interest rate increase

Capital Improvements				
Tfr In aort grant match	19,280	97,253	\$77,973	grant match from airport
Tfr in from General (loan)	0	600,000	\$600,000	Internal loan
Tfr in from Airport (land)	0	100,000	\$100,000	airport land purchase
Tfr Slavka Gerhet Trust (loan)	0	175,000	\$175,000	Internal loan
Tfr Water Operating (loan)	0	150,000	\$150,000	Internal loan
Tfr Customer Deposits (loan)	0	100,000	\$100,000	Internal loan
Tfr Sewer Operating (loan)	0	189,286	\$189,286	Internal loan
Interest	500	6,000	\$6,500	Interest rate increase
IDOT Grant-22 Taxiway/Apron	173,521	64,000	(\$109,521)	Grant
AIP Grant-22 Taxiway/Apron	0	735,774	\$735,774	Grant
REAP Grant	0	75,000	\$75,000	Grant
2012 Second St Assmt	0	177	\$177	Special Assessment
2016 South St Assmt	1,270	1,293	\$23	Special Assessment
Refund/Reimbursements	0	126,365	\$126,365	AWOS insurance payment
Bond Proceeds	795,000	1,035,467	\$240,467	Sixth Street ditch project
Low Income Housing				
Interest	150	450	\$300	Interest rate increase
Baty Disc Golf				
Interest	50	550	\$500	Interest rate increase
Mary Maxine Redmond				
Interest	100	250	\$150	Interest rate increase
Pocket Park				
Interest	125	425	\$300	Interest rate increase
Donation & Deposits	0	150	\$150	donations
Cemetery Perpetual Care				
Interest	0	3,000	\$3,000	Interest rate increase
C.S. Bidwell Trust				
Interest	1,000	4,000	\$3,000	Interest rate increase
Ioma Mary Baker Trust				
Interest	475	1,375	\$900	Interest rate increase
Water Operating				
Interest	2,500	9,500	\$7,000	Interest rate increase
Sale of Meters	5,000	6,800	\$1,800	
Water Capital Improvement				
Interest	1,500	11,500	\$10,000	Interest rate increase
Fed Share-W Well Grant	60,525	15,025	(\$45,500)	Grant
State Share- W Well Grant	6,725	0	(\$6,725)	Grant
Bond Proceeds	530,000	659,078	\$129,078	Water tower painting
Sewer Operating				
Interest	7,500	57,500	\$50,000	Interest rate increase
Sewer Violation Fines		49,000	\$49,000	Royal Flush violation fines
Sewer Sinking Fund				
Interest	500	2,000	\$1,500	Interest rate increase
Interim Loan Proceeds	0	595,000	\$595,000	payoff SRF loan
Transfer in Sewer Operating	350,000	200,000	(\$150,000)	
Sewer Capital Improvement				
Interest	2,500	6,500	\$4,000	Interest rate increase
Interim Loan Proceeds	15,000,000	9,000,000	(\$6,000,000)	Wastewater Facility Project
Sanitation				

Interest	1,200	7,200	\$6,000	Interest rate increase
Sanitation Capital Improvement Interest	100	350	\$250	Interest rate increase
Yard Waste Site Interest	300	2,000	\$1,700	Interest rate increase
Storm Water Interest	200	2,500	\$2,300	Interest rate increase
TOTAL			(\$1,893,139)	

Fiscal Year 2023-2024 Proposed Budget First Amendments - Expenditures dated February 14, 2024

Budget Line Item	Current Budget	Proposed Budget	Increase/ Decrease	For		
General Streets						
Trees & tree planting	0	34000	\$34,000	Ash tree removal	17	
Contracts-sidewalks	0	3000	\$3,000	nusiance sidewalks	17	
Street Maint supplies	5000	2000	-\$3,000	reallocated to line 634	17	\$34,000
Street Lights						
Streetlight Repairs	5000	20000	\$15,000			
Light Fixtures	10000	20000	\$10,000	streetlights damaged	17	\$25,000
General						
Transfer to Ambulance	190000	300000	\$110,000	offset EMS Trust funding		
Transfer to Capital Improvemt	0	600000	\$600,000	airport land.house/internal loan	27	\$710,000
Youth/Adult Tournament						
Transfer to Tournament Fd	0	8486	\$8,486		27	\$8,486
Ambulance						
Ambulance Administration	0	53000	\$53,000	hire director	16	
Ambulance Personnel	448110	360110	-\$88,000	reallocated to line 926 & OT	16	
Overtime	20000	55000	\$35,000	staff shortage	16	
Workman Compensation	50000	24000	-\$26,000			
Travel/Education	250	3000	\$2,750	training	16	
Refunds	4000	20000	\$16,000	overpayments	16	-\$7,250
Airport						
Building/Grnd Maint	3000	10280	\$7,280	new driveway	17	
Other Capital Equipment	2500	7500	\$5,000	AWOS System-deductible only	17	\$12,280
Trans to Cap Imp	19280	97253	\$77,973	IDOT/AIP grants	27	
Trans to Cap Imp	0	100000	\$100,000	land purchase	27	\$177,973
Road Use						
Rep & Maint on Bldg	5000	15000	\$10,000		17	
Rep & Maint on Equip	50000	47000	-\$3,000		17	
Heavy Motorized Equipment	2500	7000	\$4,500		17	
Street Maint Contracts	180000	165500	-\$14,500		17	
Tree/Stump Removal	40000	25000	-\$15,000	Tree removal-Kammiller30900	17	
Street Maint Supplies	47000	44000	-\$3,000		17	
Light Systems& Structures	8000	33000	\$25,000	Oak/Main-\$24,250, 1st -\$6,000	17	
Other Capital Equipment	0	73117	\$73,117	Tractor payoff/\$50,000 Loader	17	\$77,117
Employee Benefits						
Police Family Insurance	0	5130	\$5,130		16	
Park Workers Comp	3600	6576	\$2,976		19	
Aquatic Center Work Comp	2000	2642	\$642		19	\$8,748
TIF Special Revenue						
Kardes Rebate	21548	25132	3584	Development Agreement	20	
Cobblestone Inn Agreement	44250	42795	-1455	Development Agreement	20	
Royal Flush Agreement	49162	124706	75544	FY'23 not paid	20	
Orbis Agreement	57924	58324	400	Development Agreement	20	
Mercy Care	12800	12002	-798	Development Agreement	20	
Lauren Welter rebate	1022	922	-100	Development Agreement	20	
Paige Jacobs rebate	1090	96	-994	Development Agreement	20	
NJS LLC rebate	1022	922	-100	Development Agreement	20	
BR3 Development- HyVee	68732	60144	-8588	Development Agreement	20	
McMATT	8470	7420	-1050	Development Agreement	20	
Theisen Real Estate		170000	170000	Development Agreement	20	236443

Transfer to Debt	292806	296329	3523	2023 Bond issue	27	3523
Slavka Gerhet Trust Transfer to Cap Imp	0	175000	175000	internal loan	27	175000
Debt Service						
2023 Bond payment	30000	25000	-\$5,000	2023 Bond issue	22	
2023 Interest payment	19750	24648	\$4,898	2023 Bond issue	22	
2023 Bond fees	132	126	-\$6	2023 Bond issue	22	
2023 Interest payment-water	12875	16230	\$3,355	2023 Bond issue	22	
2023 Bond fees-water	222	84	-\$138	2023 Bond issue	22	\$3,109
TIF Debt						
2023 Interest payment	14250	17839	\$3,589	2023 Bond issue	22	
2023 Bond fees	246	90	-\$156	2023 Bond issue	22	\$3,433
ARPA Fund						
Transfer to General fund	0	580150	\$580,150	ARPA FUNDS	27	
Transfer to General fund	0	32628	\$32,628	interest	27	\$612,778
Other Capital equipment	586000	0	-\$586,000	reallocated to line 1278-1279	23	-\$586,000
Park Improvement						
Park Improvements	10000	45843	\$35,843	storage shed on Grand	23	
Pickleball Courts	0	10000	\$10,000	lighting	23	\$45,843
TIF Capital Project						
North Chestnut Street Project	550000	430000	-\$120,000		23	
Consultant Pro Fees	30000	0	-\$30,000		23	-\$150,000
Capital Improvement						
Airport Equipment	0	126365	\$126,365	AWOS equipment	23	
A/porT Taxiway/Apron	192801	699722	\$506,921	Boomerang - HDR	23	
Rowland Tst Land Purchase	0	75000	\$75,000	Rowland land	23	
Community Building	20000	5000	-\$15,000	work not started	23	
Consultant /Pro Fees	35000	46850	\$11,850	Bonding	23	
East First Street Project	0	109000	\$109,000	engineering	23	
Airport Land/House	0	1235550	\$1,235,550	land/house & attorney fees	23	
Sixth Street Project	760000	300000	-\$460,000	still being designed		\$1,589,686
Water Operating						
Summer Help	0	1190	\$1,190	intern wages	25	
Utility System & Structure	35000	45000	\$10,000	valve rep/SHaven, Gill, Cherry, 7th	25	\$11,190
Transfer to Debt	87812	91145	\$3,333	2023 Bond	27	
Transfer to Capital Improvemt	0	150000	\$150,000	airport land/internal loan	27	\$153,333
Customer Deposits						
Transfer to Capital Improvemt	0	100000	\$100,000	internal loan	27	\$100,000
Water Capital Improvement						
West Well Generator	77337	47337	-\$30,000	delay on equipment		
Manhole Project	0	2178	\$2,178	manhole repairs	25	-\$27,822
Sewer Operating						
Summer Help	0	1190	\$1,190	intern wages	25	\$1,190
Tfr to Debt Service	6676	6718	\$42	bond fees	27	
Tfr to Sewer Sinking	350000	200000	-\$150,000		27	
Tfr to Capital Improvement	0	189286	\$189,286	airport land/internal loan	27	\$39,328
Sewer Sinking Fund						
SRF Loan	0	595000	\$595,000	SRF Design loan payoff	25	
2024 Sewer Interim Loan Int	350000	200000	-\$150,000		25	\$445,000
Sewer Capital Improvements						
Sewer Facility Improvements	15000000	9000000	-\$6,000,000	Wastewater Facility Project	25	-\$6,000,000

Sanitation						
Other Capital Equipment	0	20055	\$20,055	loader	25	\$20,055
Yard Waste Site						
Rep & Maint on Equip	1500	1000	-\$500		25	
Ads & Legal Publications	500	1000	\$500		25	\$0
Stormwater						
Tfr to Debt Service	11213	11230	\$17	bond fees	27	\$17
Total			-\$2,277,540			-\$2,277,540

City Council Meeting Prep. Date: 3/12/2024 Preparer: Sally Hinrichsen		Agenda Item: # 6 Agenda Date: 3/18/2024
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Communication Page

Agenda Items Description: **Resolution** Approving Maquoketa River Watershed Management Authority investment and agreement for FY '25 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 its 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: Recommendation that the Council take appropriate action on the Maquoketa River Watershed Management Authority request for funding and adding amount for the five water sampling locations, if desired.



Maquoketa River Watershed Management Authority

Limestone Bluffs Resource Conservation & Development, Inc.

PO Box 421 • Mechanicsville, IA 52306 • 563-221-1930

Erin Erickson, Watershed Coordinator • erin@limestonebluffsrgcd.org • 319.826.1132

Don Schwenker, MR WMA Chair • dschwenker@jacksoncounty.iowa.gov • 563.875.7724

March 2024

FY25 Budget Request- Monticello

The Maquoketa River Watershed Management Authority (MR WMA) formed in late 2017 and now consists of 34 Cities, Counties, Soil and Water Conservation Districts and one Lake District in Eastern Iowa. All members work to address water quality, water quantity (flooding), as well as other issues associated with the Maquoketa River watershed area.

Per the 28E Agreement and governing By-Laws, every member of the MR WMA is allowed one representative to serve on the Board of Directors. **Your representative to the MR WMA Board is Russ Farnum**

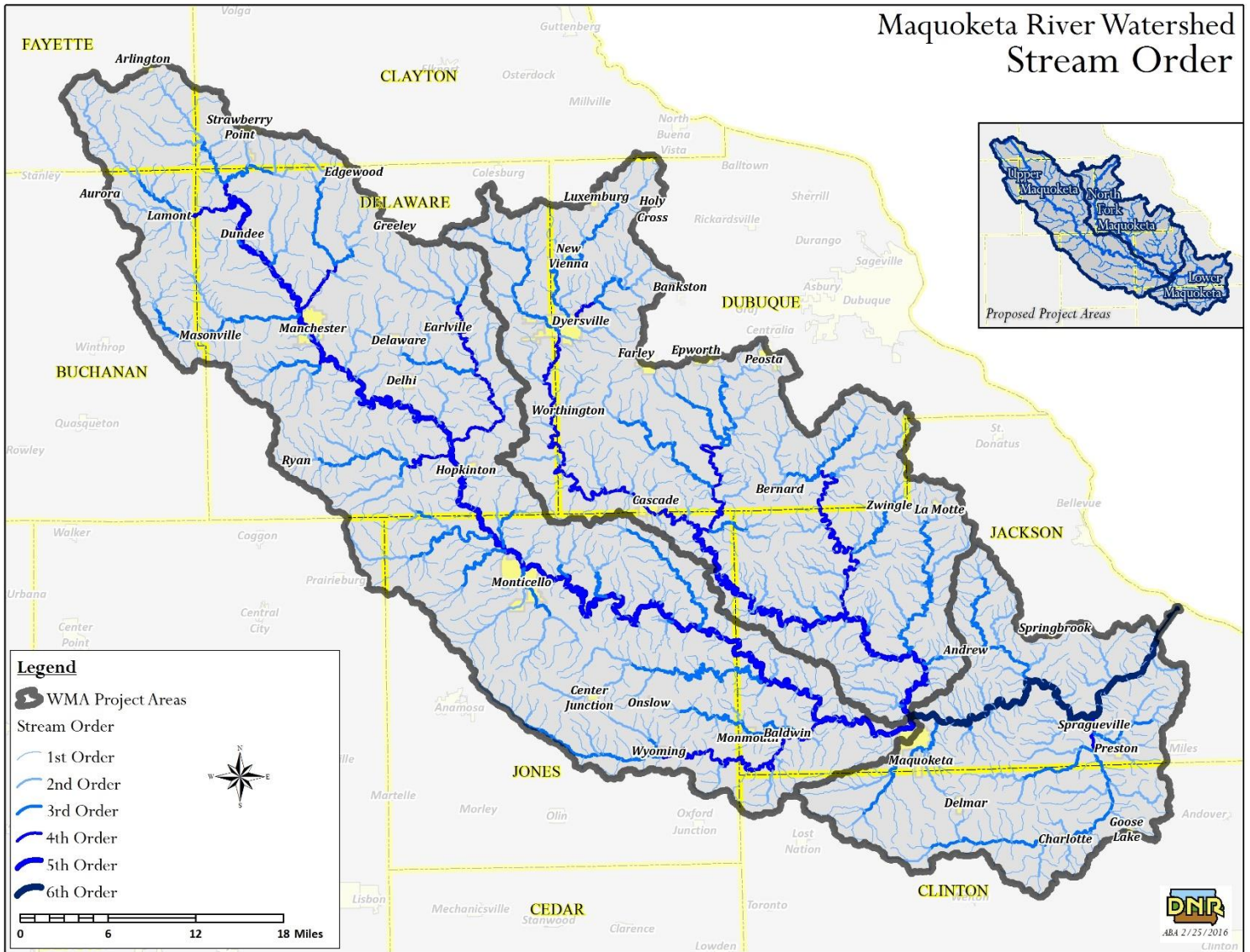
The MR WMA was recently awarded (Sept. 2023) a \$250,000 Farmer-to-Farmer grant from the DNR. This grant will be used to create a cost share for [historically underserved](#) farmers within the watershed beginning in 2024. The Cover Crop Initiative will offer farmers up to \$40 an acre (\$30 from MR WMA and \$10 from Practical Farmers of Iowa match) to plant cover crops on their land. With the total acreage treated totaling about 7300 acres, this will allow us to focus our efforts to about 200 acres per county over a three-year range. Applications will open April 2024.

Statement of Intended Use: Ongoing Project- MR WMA Watershed Management Plan Implementation- The objectives of our project include the ongoing work of the Maquoketa River WMA to conduct meaningful outreach related to implementation of the recently completed, Watershed Management Plan. The plan identifies priority areas where 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, provide match funding for grant opportunities, delivery of educational events on watershed related issues in member communities and active support of conservation efforts within the watershed area. To see past projects/ events from 2023 visit our [website](#). To accomplish this work, the MR WMA needs the sustained efforts of a dedicated watershed coordinator and support from LB RC&D.

The MR WMA is requesting a funding investment for the City of Monticello is \$6067: \$1.50 per capita for FY25 for areas located within the defined watershed area and for to consider 5 water sampling locations for \$270 (5 sites x 3 x \$18 each) Invoice to be sent in July 2024.

Thank you for your support!

Maquoketa River Watershed Boundary



MAQUOKETA RIVER WMA *DRAFT* FY 2025 BUDGET	FY 2021 Actual	FY2022 BUDGET 34 members	FY 2022 Actual as of Dec. 2021	2020 Census increase or decrease per capita from 2010	FY2023 Budget with 1.5 increase 34 Members DRAFT	FY 2023 Actual as of Dec 2022	FY2024 Budget with 1.5 increase 34 Members	FY24 Current Record of Membership Commitments 2/29/24	FY25 Draft Budget	Notes
REVENUES (Estimated)										
LAKE DELHI DISTRICT	\$ 514.00	\$ 514.00		\$515-no change	\$ 771.00		\$ 771.00	\$ 771.00	\$ 771.00	
BUCHANAN COUNTY	\$ 842.00	\$ -		\$825(County -2%)	\$ 1,237.00		\$ 1,237.00	\$ 700.00	\$ 700.00	
CLINTON COUNTY		\$ 2,460.00		\$2354 (County -4.3%)	\$ 3,531.00		\$ 3,531.00	\$ 3,531.00	\$ 3,531.00	
DELAWARE COUNTY	\$ 9,663.00	\$ 9,663.00	\$ 9,663.00	\$9566 (County -1%)	\$ 14,349.00		\$ 14,349.00	\$ 12,000.00	\$ 12,000.00	
DUBUQUE COUNTY	\$ 4,846.00	\$ 4,846.00	\$ 4,846.00	\$4953 (County +2.2%)	\$ 7,429.00		\$ 7,429.00	\$ 8,555.00	\$ 8,555.00	
FAYETTE COUNTY		NA								
JACKSON COUNTY	\$ 5,649.00	\$ 5,649.00	\$ 8,028.00	\$5485 (County -2.9%)	\$ 8,227.00	\$ 8,227.00	\$ 8,227.00	\$ 8,713.00	\$ 8,713.00	\$486 from water sampling
JONES COUNTY	\$ 2,526.50	\$ 2,526.50	\$ 5,053.00	\$5109 (County +1.1%)	\$ 7,663.00	\$ 5,053.00	\$ 7,663.00	\$ 5,053.00	\$ 5,053.00	
LINN COUNTY		\$ -	\$ 211.00	\$197 (County -6.6%)	\$ 295.00	\$ 211.00	\$ 295.00	\$ 295.00	\$ 295.00	
DELAWARE SWCD	\$ 216.00	\$ 700.00								
DUBUQUE SWCD	\$ 270.00	\$ 400.00								
FAYETTE SWCD		\$ -								
JACKSON SWCD		\$ -								
JONES SWCD	\$ 270.00	\$ 180.00								
LINN SWCD		\$ -								
ANDREW (Jackson County)		\$ -		\$380 (-54)	\$ 568.00		\$ 568.00	\$ 568.00	\$ 568.00	Jackson County
AURORA		\$ -								
BALDWIN (Jackson County)		\$ -		\$99 (-10)	\$ 148.00		\$ 148.00	\$ 148.00	\$ 148.00	Jackson County
CASCADE	\$ 2,180.00	\$ 2,180.00		\$2407(+227)	\$ 3,610.00	\$ 3,610.00	\$ 3,610.00	\$ 3,610.00	\$ 3,610.00	
DELAWARE		\$ -		\$142 (-17)	\$ 213.00		\$ 213.00			
DELHI		\$ -		\$420 (-40)	\$ 630.00	\$ 630.00	\$ 630.00			
DYERSVILLE	\$ 4,071.00	\$ 4,071.00	\$ 4,071.00	\$4477 (+419)	\$ 6,715.00	\$ 6,715.00	\$ 6,715.00	\$ 6,715.00	\$ 6,715.00	
EPWORTH		\$ -		\$2023 (+163)	\$ 3,034.00		\$ 3,034.00	Supports work/ no allocated funds	Supports work/ no allocated funds	
FARLEY		NA								
GOOSE LAKE		\$ -		\$239 (-1)	\$ 359.00		\$ 359.00			
HOPKINTON	\$ 628.00	\$ 627.00	\$ 628.00	\$622 (-6)	\$ 933.00		\$ 933.00	\$ 933.00	\$ 933.00	
LAMONT		\$ -		\$429 (-32)	\$ 643.00		\$ 643.00			
LAMOTTE (Jackson County)		\$ -		\$237 (-23)	\$ 355.00		\$ 355.00	\$ 355.00	\$ 355.00	Jackson County
MANCHESTER	\$ 5,179.00	\$ 5,179.00	\$ 5,179.00	\$5065 (-114)	\$ 7,597.00	\$ 7,597.00	\$ 7,597.00	\$ 7,705.00	\$ 7,705.00	
MAQUOKETA	\$ 1,500.00	\$ 1,500.00		\$6128 (-13)	\$ 9,192.00	\$ 4,000.00	\$ 9,192.00			
MONTICELLO		\$ 3,000.00	\$ 3,796.00	\$4040 (+244)	\$ 6,060.00	\$ 6,060.00	\$ 6,060.00	\$ 6,060.00	\$ 6,060.00	
NEW VIENNA		NA								
PRESTON (Jackson County)		\$ -		\$949 (-63)	\$ 1,423.00		\$ 1,423.00	\$ 1,423.00	\$ 1,423.00	Jackson County
RYAN		\$ -		\$350 (-11)	\$ 525.00		\$ 525.00			
SPRAGUEVILLE (Jackson County)		\$ -		\$92 (+11)	\$ 138.00		\$ 138.00	\$ 138.00	\$ 138.00	Jackson County
STRAWBERRY POINT		\$ -		\$1155 (-124)	\$ 1,732.00		\$ 1,732.00			
WORTHINGTON		\$ -		\$382 (-19)	\$ 573.00		\$ 573.00			
WYOMING	\$ 100.00	\$ 100.00	\$ 100.00	\$523 (+8)	\$ 784.00	\$ 100.00	\$ 784.00			
GRANT REVENUE		\$ 50,000.00						\$ 295,500.00		
DONATIONS		\$ -				\$ 1,351.00		\$ 31,000.00		

MAQUOKETA RIVER WMA *DRAFT* FY 2025 BUDGET	FY 2021 Actual	FY2022 BUDGET 34 members	FY 2022 Actual as of Dec. 2021	2020 Census increase or decrease per capita from 2010	FY2023 Budget with 1.5 increase 34 Members DRAFT	FY 2023 Actual as of Dec 2022	FY2024 Budget with 1.5 increase 34 Members	FY24 Current Record of Membership Commitments 2/29/24	FY25 Draft Budget	Notes
T-SHIRT REVENUE		\$ 100.00								
MISCELLANEOUS INCOME										
Money Market Interest-								\$ 366.09		
TOTAL REVENUES		\$ 93,695.50			\$ 88,734.00		\$ 88,734.00	\$ 394,139.09	\$ 67,273.00	
EXPENSES										
WATERSHED COORDINATOR (Full time)		\$ 50,000.00			\$ 18,330.00		\$ 39,996.00	\$ 39,996.00	\$48,000.00	
MILEAGE - COORDINATOR		\$ -					\$ 700.00	\$ 1,142.32	\$2,000.00	
INTERNET EXPENSE		\$ -			\$ 120.00		\$ 240.00	\$ 120.00	\$600.00	
T-SHIRT EXPENSES		\$ 300.00								
GRANT WRITING EXPENSE		\$ -								
WATER MONITORING EXPENSE		\$ 2,500.00			\$ 2,500.00		\$ 2,500.00	\$ 2,304.00	\$2,500.00	
WMA GRANT PROJECT EXPENSES/ IISC CONTRACT		\$ -			\$ 30,000.00					
ACCOUNTING/FUND MGMT FEES		\$ -			\$ 5,000.00		\$ 5,000.00			
OFFICE SUPPLIES/POSTAGE/ subscriptions		\$ 500.00			\$ 500.00		\$ 500.00	\$ 408.99		
INFORMATION TECHNOLOGY		\$ 200.00			\$ 200.00		\$ 200.00			
PROFESSIONAL DEVELOPMENT/CONFERENCES		\$ 600.00			\$ 600.00		\$ 600.00	\$ 702.84	\$ 1,000.00	
MEETING EXPENSE		\$ 300.00			\$ 300.00		\$ 300.00			
MISCELLANEOUS EXPENSE		\$ 100.00			\$ 100.00		\$ 100.00			
CELL PHONE EXPENSE		\$ -			\$ 300.00		\$ 600.00	\$ 300.00	\$ 500.00	
PRINTING		\$ 300.00					\$ 20.00			
MANAGEMENT FEE LB RC&D		\$ 20,000.00			\$ 10,000.00		\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
TOTAL EXPENSES		\$ 74,800.00			\$ 67,950.00		\$ 60,756.00	\$ 54,974.15	\$ 64,600.00	
NET REVENUE (LOSS)		\$ 18,895.50			\$ 20,784.00		\$ 27,978.00	\$ 339,164.94	\$ 2,673.00	

The City of Monticello, Iowa

RESOLUTION #

Approving Maquoketa River Watershed Management Authority
Investment and Agreement for FY '25 in the
amount of \$6,060.00, plus five (5) water sampling locations

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, plus five (5) water sampling locations for \$270.00 each; as the City of Monticello FY '25 investment, which is the same amount requested in FY '24, 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 '25 being presented for approval in the amount of \$6,060.00, plus five (5) water sampling locations for \$270.00 each, 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 18th day of March, 2024 that the City of Monticello does hereby approve the agreement with MR WMA, previously mentioned herein, and does hereby authorize the Mayor 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 18th day of March, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

**CITY OF MONTICELLO MAQUOKETA
RIVER WATERSHED MANAGEMENT
AUTHORITY SOCIAL SERVICES FUNDING
AGREEMENT FOR NON-PROFIT
ORGANIZATIONS**

This Social Services Funding Agreement (“Agreement”) is entered into by and between the Maquoketa River Watershed Management Authority (MR WMA) (hereinafter referred to as “Provider” which expression shall include its agents, successors or assigns) and the City of Monticello, Iowa (hereinafter “the City”). Provider and the City are collectively referred to as “the Parties.”

I. RECITALS

A. The City of Monticello, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of Monticello is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of Monticello (the “Services”):

The Provider engages communities in efforts to promote and maintain a safe and healthy environment for youth and adults in Monticello and Jones County. The goal and objectives of our project include the ongoing work of the Maquoketa River WMA to implement the Watershed Management Plan completed in FY 23 and conduct meaningful outreach related to implementation of the plan. The plan will identify priority area where 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 sustained efforts of a dedicated watershed coordinator and support from LB RC&D. 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.

D. The City finds that the Services offered by Provider serve an important public purpose for beautification and help to promote the health, safety and welfare of residents of Monticello.

E. Provider has asked the City for financial assistance which will allow the Provider

to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of \$6,060 (Six Thousand Sixty), plus five (5) water sampling locations for \$270.00 each. In return, Provider agrees to provide the Services to residents of Monticello as part of its ongoing operations. Funds will be paid after expenditures have been made by the Provider. If the Provider can show a hardship from the payment being made after the expenses have been incurred, the City will consider a payment immediately prior to the expense being made, if proof of the expense is provided.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of Monticello, and to provide an annual accounting to the City showing that the funds were so applied. Annual accounting will include a summary of funds received and spent and receipts totally at least the total amount contributed by the City.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned

individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

MAQUOKETA RIVER WATERSHED MANAGEMENT AUTHORITY, Provider

By: _____

Date of Signature: _____

City of Monticello, Iowa

By: _____
Wayne Peach, Mayor

Date of Signature: _____

City Council Meeting Prep. Date: 3/12/2024 Preparer: Sally Hinrichsen		Agenda Item: # 7 Agenda Date: 3/18/2024
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Communication Page

Agenda Items Description: Resolution Approving Jones County Safe & Healthy Coalition Investment and agreement for FY '25 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: Recommendation that the Council take appropriate action on the Jones County Safe & Healthy Youth Coalition request for funding



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

December 2023

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.

*When the Coalition began working on underage drinking 19 years ago, 52% of Jones County's 11th graders reported binge drinking, according to the Jones County Iowa Youth Survey (IYS). In the latest IYS, 8% reported binge drinking.

*Other drug prevention was added to the Coalition work 15 years ago. Marijuana use also decreased from 16% to 5% and prescription drug misuse decreased from 9% to 1%. After a grant focused on meth prevention was received in '18, less than 1% of 11th graders reported using meth in '21, compared to a decade before when 2% reported using.

*While youth smoking decreased greatly, youth vaping skyrocketed in 2018, with 23% of 11th graders reported vaping, erasing the gains made with tobacco/nicotine prevention in the prior two decades. Thankfully, 11th grade vaping decreased back to 11% in the last survey. That is still way too many kids vaping.

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 in 2022.

*Suicide ideation decreased between '18 and '21, but 25% (1 in 4) of 11th graders still reported thinking about suicide, and 11% even made a plan to do so. *About one in five 6th graders and a third of 8th and 11th graders reported feeling sad or hopeless. A goal of the new Coalition Resilience Action Plan developed in early 2023, was to get student advocacy groups started again in two of the three school districts that didn't have them. With the support of the Coalition, a middle school/high school student advocacy group called **HOPE** was started at Midland in May. The youth named the group themselves. HOPE stands for "**H**elping **O**thers **P**ersevere **E**very day!" They are already doing amazing things this school year! Thankfully, the Monticello SODA group at the high school is the most stellar group in the county with over 40 kids involved! We work with them and their sponsor, Todd Hospodarsky, closely!

Please help us continue our youth prevention efforts. The Coalition could not have continued our efforts this year without all the local support. We received another small grant this fall to build a Resiliency Zone for youth in Jones County for youth and families. We are in the second year of a small 4-year grant to reduce underage drinking. 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) and support to build and sustain the other student advocacy groups. BEASTS 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. In the long run, the preventative work of the Coalition saves money in our communities.

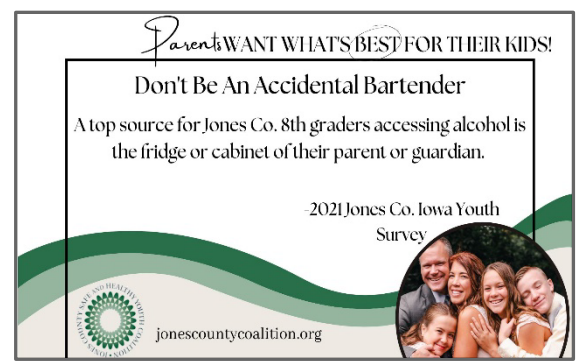
Please join us in supporting this life-saving work. We are striving to protect the most vital resource in our community, our youth. If you would like more information or to have a presentation at an upcoming meeting, please feel free to contact me or Jennifer Husmann at 319-462-4327 x661. We thank you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

Sincerely,

Nick Brokaw, 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



Just a few of our accomplishments this past year

- Youth Advisory group, BEASTS (Being Excellent and Staying Totally Safe) helped with creating a new underage drinking campaign for youth, worked on another natural high campaign, as well as participated in Christmas City in Wyoming, the Coalition Garage Sale and Purse Sale Fundraisers, Trunk or Treat, and more!
- A new student advocacy group at Midland Middle/High School was formed with support from the Coalition. The group is called HOPE (Helping Others Persevere Everyday). They chalked the walk during May Mental Health Awareness Month and held an event this fall, "Spike Out the Stigma" with resources for youth during a school volleyball game.
- Monticello HS SODA group members participated in coalition panels on mental health and substance use, the state prevention conference, county compliance checks, and more great work to help their school peers and community.
- Coalition members helped plan the National Night Out (NNO) events with the Anamosa PD including a health fair, meal, face painting, and games, and participated at the Cascade's NNO too.
- A Project SAFE event was held at Monticello High School with panel of youth & experts on Mental Health Suicide Awareness & Prevention. A similar event, "Talk. We Hear You." was held at the Anamosa High School, including an alcohol and drug prevention panel with meals, resource fairs, and four college scholarships awarded.
- BEASTS members attended the Iowa Alliance of Coalitions for Change Leadership Reaction Ropes Course at Camp Dodge with youth from across the state.
- "What's Your Natural High? 5K event was held, promoting healthy activities to enjoy life to the fullest.
- Two New Underage Drinking Prevention campaigns for parents were developed and promoted with local data and messages as well as the national campaign, "Talk. They Hear You." utilizing social media, a billboard, clear bags to take to fairs/concerts, and new postcards to distribute at community events and places throughout the community.
- Ten Responsible Beverage Service trainings were held in Anamosa and Monticello, as well as QPR (Question, Persuade, and Refer- Suicide Prevention) trainings.

The City of Monticello, Iowa

RESOLUTION

Approving Jones County Safe & Healthy Coalition Investment and agreement for FY '25 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 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 '25 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 18th day of March, 2024 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 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 18th day of March 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

**CITY OF MONTICELLO AND JONES
COUNTY SAFE AND HEALTHY YOUTH
COALITION SOCIAL SERVICES FUNDING
AGREEMENT FOR NON-PROFIT
ORGANIZATIONS**

This Social Services Funding Agreement (“Agreement”) is entered into by and between the Jones County Safe and Healthy Youth Coalition (hereinafter referred to as “Provider” which expression shall include its agents, successors or assigns) and the City of Monticello, Iowa (hereinafter “the City”). Provider and the City are collectively referred to as “the Parties.”

I. RECITALS

A. The City of Monticello, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of Monticello is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of Monticello (the “Services”):

The Coalition engages 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. The goal is that every child in Jones County has a safe and healthy family and community so that they can thrive into the future.

D. The City finds that the Services offered by Provider serve an important public purpose for beautification and help to promote the health, safety and welfare of residents of Monticello.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval

of the Agreement by the City's council, the City shall pay Provider the sum of \$3000 (Three Thousand). In return, Provider agrees to provide the Services to residents of Monticello as part of its ongoing operations. Funds will be paid after expenditures have been made by the Provider. If the Provider can show a hardship from the payment being made after the expenses have been incurred, the City will consider a payment immediately prior to the expense being made, if proof of the expense is provided.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of Monticello, and to provide an annual accounting to the City showing that the funds were so applied. Annual accounting will include a summary of funds received and spent and receipts totaling at least the total amount contributed by the City.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the

convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

JONES COUNTY SAFE AND HEALTHY YOUTH COALITION, Provider

By: _____

Date of Signature: _____

City of Monticello, Iowa

By: _____

Wayne Peach, Mayor

Date of Signature: _____

City Council Meeting Prep. Date: 3/12/2024 Preparer: Sally Hinrichsen		Agenda Item: # 8 Agenda Date: 3/18/2024
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Communication Page

Agenda Items Description: **Resolution** Approving Jones County Tourism Investment and Agreement for FY '25 in the amount of \$1,212.00, plus 4% of Hotel/Motel taxes received by the City of Monticello in FY '23

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:	\$1,210.20 plus 4% of hotel
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 '24 and the Hotel/Motel taxes collected by the City in FY 2023 was \$35,840.12 at 4% equals \$1,433.60; for a total of \$2,645.60 This investment would be paid from the General fund this year, like FY '24.

When Jones County Tourism request was received prior to the FY '24 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.

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.



February 29, 2024
Wayne Peach, Mayor
Russell Farnum, 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, 2024-June 30, 2025

For Fiscal Year July 1, 2024-June 30, 2025, the Jones County Tourism Association is again requesting funding from Monticello from its per capita assessment of \$1,210 (2022 census figures -- population 4040 x \$.30 per person = \$1,210) We are also requesting 4 % of the Monticello Hotel/ Motel tax.

Jones County Tourism Association's budget for the calendar year 2024 is enclosed.

Jones County and Monticello continue to enjoy positive tourism numbers. Your historic district, The Maquoketa River for canoeing and kayaking, Camp Courageous & all of its amenities and travelers it brings to Monticello, camping, parks, the variety of events, wide selection of shops and eateries you have to offer is a major draw to tourists and visitors alike. We will be hosting a Travel Blogger, influencer and author and she is already excited to tour and share the stories and places that Monticello has to offer! I am excited for the opportunities and direction Jones County Tourism is going this year and I promise that you will see your city highlighted and reach a different demographic through Jones County Tourism in our updated marketing, social media & online presence. We will show Monticello in a way that Not just meets the tourists' eyes but Also the Surrounding Communities!



We are looking forward to better serving and working alongside Monticello for the growth of the Community. We also would like time on your agenda to answer any questions you may have. Thank you for your consideration.

Sincerely,

Kaileen Weaver -
Jones County Tourism director
319-462-4101
director@traveljonescounty.com



**JONES COUNTY TOURISM
ASSOCIATION**

Explore Monticello **WITH US**



WAYS TOURISM HELPS MONTICELLO

- Highlighting The Communities Resources to Tourists, Groups & Jones County Locals
- Facebook Posts Reaching over 15k people in a 30 day timeline
- Selective Marketing based off of Tourist Reports from Travel Iowa
- Working with local businesses and organizations to grow Monticello based off current Tourism Trends/Social Media Trends
- Website Analytics and marketing tourists and locals to Monticello.

ABOUT US

Jones County Tourism Association is a 501-c 6 Non profit organization. We are here to promote and build relationship with the 9 Communities we serve. We are Not just a Tourist destination we are here to share what the Communities have to offer, share stories and help grow the Communities.

MONTICELLO SPECIFIC #'S

Recent FB post about Mini Golf @ Camp Courageous- Reached 7,233 people and had over 663 people engage in post.

Ice Cream Stop Post- Reached over 1,928 people and had over 223 engagements- Included 3 Monticello businesses on this post.

			Jones County Tourism		
			2024 Budget		
Income			2023 Budget	2023 YTD	2024 Budget
<i>Memberships, City Per Capita</i>			\$ 3,045.00	\$ 2,890.60	\$3,045
<i>Memberships</i>			\$ 2,870.00	\$ 2,885.00	\$2,885
<i>Jones County Supervisors</i>			\$ 16,000.00	\$ 16,000.00	\$16,000
<i>Anamosa Hotel-Motel Tax</i>			\$ 12,000.00		\$12,000
<i>Other Hotel/Motel tax</i>			\$ 350.00	\$ 3,424.57	\$3,000
<i>Oter income</i>				\$ 82.50	\$0
Total Income			\$ 34,265.00	\$ 25,282.67	\$36,930
<i>Carryover funds (estimate)</i>					
Expenses					
<i>Payroll; Payroll, Employ Tax, W/H *</i>			\$ 23,188.20	\$ 19,325.00	\$24,000
<i>Travel/Training</i>			\$ 200.00	\$ -	\$1,000
Sub Total			\$ 23,388.20	\$ 19,325.00	\$25,000
<i>Advertising, Marketing</i>			\$ 7,000.00	\$ 2,698.94	\$5,000
<i>Web Page Host & mains</i>			\$ 715.00	\$ 668.50	\$730
<i>Accounting Expense -1</i>			\$ 1,200.00	\$ 846.00	\$1,200
<i>Membership in others</i>			\$ 450.00	\$ 205.00	\$450
Sub Total			\$ 9,365.00	\$ 4,418.44	\$7,380
<i>Office Expense</i>					
<i>Phone</i>			\$ 370.00	\$ 362.89	\$370
<i>Insurance</i>			\$ 687.00	\$ 681.00	\$700
<i>Rent, Building & Internet</i>			\$ 2,100.00	\$ 1,750.00	\$2,100
<i>Postage</i>			\$ 150.00	\$ 133.20	\$150
<i>Office Equipment</i>			\$ 50.00	\$ 61.53	\$100
<i>Misc Office (ink, paper, Ect.)</i>			\$ 150.00	\$ 133.63	\$150
<i>Misc. Expense</i>			\$ 100.00	\$ 55.00	\$100
Sub Total			\$ 3,607.00	\$ 3,177.25	\$3,670
Total Expense			\$ 36,560.20	\$ 26,920.69	\$36,050
Income After Expenses					\$880
<i>Savings Income</i>		\$3,655.89			

THE CITY OF MONTICELLO, IOWA

RESOLUTION

Approving Jones County Tourism Investment and Agreement
for FY '25 in the amount of \$1,212.00, plus 4% of the
Monticello Hotel/Motel tax

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 2025, same representing a \$.30 cent per capita investment, plus 4% of the Monticello Hotel/Motel Tax, 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 '25 being approved in the amount of \$1,212.00 for FY 2025, same representing a \$.30 cent per capita investment, plus 4% of the Monticello Hotel/Motel Tax, 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 18th day of March, 2024 that the City of Monticello does hereby approve the agreement with Jones County Tourism, previously mentioned herein, and does hereby authorize the Mayor 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 for FY 2025, same representing a \$.30 cent per capita investment, plus 4% of the Monticello Hotel/Motel Tax.

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 18th day of March, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

**CITY OF MONTICELLO AND JONES
TOURISM SOCIAL SERVICES FUNDING
AGREEMENT FOR NON-PROFIT
ORGANIZATIONS**

This Social Services Funding Agreement ("Agreement") is entered into by and between the Jones County Tourism (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of Monticello, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of Monticello, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of Monticello is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a not-for-profit 501c6 organization which offers the following services benefiting residents of Monticello (the "Services"): Highlighting the Communities resources, parks, historical landmarks, Selective Marketing based off Reports from Travel Iowa and the state of Iowa, working with local businesses, customized travel itinerary with Monticello attractions and retailers, Influencer Recommendations and media posts to represent Monticello, organizations and locals within Monticello to Grow and Promote Monticello based off Current Trends/Reports on Social Media Platforms, Reaching a Different Demographic of people while also reaching those in Jones County and letting them know what Monticello offers and has, in hopes that locals stay local instead of traveling, utilizing services, resources or shopping elsewhere.

The Provider engages communities in efforts to promote and market Monticello as a tourist destination, with Monticello's historic district, the Maquoketa River for canoeing and kayaking, many special events and wonderful array of specialty shops in Jones County. The goal is that Provider shall attract visitors to the Community for the betterment of the residents of Monticello.

D. The City finds that the Services offered by Provider serve an important public purpose for promoting and marketing Monticello to visitors to spend time in the community for the betterment of residents of Monticello.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of \$1,212.00 for FY 2025, same representing a \$.30 cent per capita investment, plus 4% of the Monticello Hotel/Motel Tax. In return, Provider agrees to provide the Services to residents of Monticello as part of its ongoing operations. Funds will be paid after expenditures have been made by the Provider. If the Provider can show a hardship from the payment being made after the expenses have been incurred, the City will consider a payment immediately prior to the expense being made, if proof of the expense is provided.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of Monticello, and to provide an annual accounting to the City showing that the funds were so applied. Annual accounting will include a summary of funds received and spent and receipts totally at least the total amount contributed by the City.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases by construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

JONES COUNTY TOURISM, Provider

By: _____

Date of Signature: _____

City of Monticello, Iowa

By: _____
Wayne Peach, Mayor

Date of Signature: _____

City Council Meeting Prep. Date: 3/12/2024 Preparer: Sally Hinrichsen		Agenda Item: # 9 Agenda Date: 3/18/2024
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Communication Page

Agenda Items Description: **Resolution** Approving Jones County Economic Development Investment (JCED) and agreement for FY '25 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 questions 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: Recommendation that the Council take appropriate action on the Jones County Economic Development request for funding



Jones County Economic Development

YOUR success is OUR point!

January 18, 2024

Monticello City Council
City of Monticello
200 E. First St.
Monticello, IA 52310

Dear Monticello City Council Members,

Jones County Economic Development (JCED) is a public/private partnership dedicated to strengthening the economic base in the region by assisting existing businesses, attracting new investment and jobs, and fostering a business climate favorable to economic growth. With the help of local government and private business, JCED is able to supply vital information and training to help keep Jones County growing.

Jones County Economic Development exists in part to help ease the burden on local government. We do this by partnering with our community municipalities to help find ways to accomplish local goals. From working on childcare solutions that impact our businesses to helping Monticello Main Street learn more and productive ways to revitalize the downtown, JCED is dedicated to making sure that our communities continue to grow and develop. In 2023, Jones County Economic Development entered into a partnership with the Rural Ideas Network, offering an online Jones County Business Lab to help entrepreneurs and established business owners get free coaching and assistance. Additionally, the Market at the Tap opened, closing a successful chapter of grant work to turn the old Compadres building into a contributing entity in the community. Finally, JCED continued to visit with prospective businesses as well as local businesses about expansion opportunities, making sure that Monticello is top of mind during these conversation.

As the new year dawns, Jones County Economic Development will continue to partner with the City on projects from quality of life initiatives to working with local businesses to make sure they continue to thrive. We have a lot to do, but JCED is committed to the success of Monticello and Jones County. We feel that all of these elements will help contribute to the continued success that Monticello continues to showcase. Thank you for your support this past year. At this time, JCED would like to request \$15,000 from the City of Monticello to help us continue our activities and assist in moving Monticello and Jones County forward. Thank you for your continued support and trust in our organization.

Sincerely,

Derek Lumsden, Executive Director
Jones County Economic Development
107 S. Ford
Anamosa, IA 52205

The City of Monticello, Iowa

RESOLUTION

Approving Jones County Economic Development (JCED) Investment and agreement for FY '25

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 for a number of years. The annual investment amount requested by JCED is \$15,000.00 in cash and \$4,000 in in-kind office and internet services, 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 '25 being presented for approval in the amount of \$15,000.00 in cash and \$4,000 in in-kind office and internet services, 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 18th day of March, 2024 that the City of Monticello does hereby approve the agreement with JCED, previously mentioned herein, and does hereby authorize the Mayor 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 18th day of March, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

**CITY OF MONTICELLO AND JONES
COUNTY ECONOMIC DEVELOPMENT
(JCED) SOCIAL SERVICES FUNDING
AGREEMENT FOR NON-PROFIT
ORGANIZATIONS**

This Social Services Funding Agreement (“Agreement”) is entered into by and between the Jones County Economic Development Commission (hereinafter referred to as “Provider” which expression shall include its agents, successors or assigns) and the City of Monticello, Iowa (hereinafter “the City”). Provider and the City are collectively referred to as “the Parties.”

I. RECITALS

A. The City of Monticello, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of Monticello is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of Monticello (the “Services”):

The JCED provides 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 area of interest.

D. The City finds that the Services offered by Provider serve an important public purpose for beautification and help to promote the health, safety and welfare of residents of Monticello.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City’s council, the City shall pay Provider the sum of \$15,000 (Fifteen

Thousand) in cash and \$4,000 in in-kind office and internet services. In return, Provider agrees to provide the Services to residents of Monticello as part of its ongoing operations. Funds will be paid after expenditures have been made by the Provider. If the Provider can show a hardship from the payment being made after the expenses have been incurred, the City will consider a payment immediately prior to the expense being made, if proof of the expense is provided.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of Monticello, and to provide an annual accounting to the City showing that the funds were so applied. Annual accounting will include a summary of funds received and spent and receipts totally at least the total amount contributed by the City.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases by construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any

section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

JONES COUNTY ECONOMIC DEVELOPMENT (JCED) , Provider

By: _____

Date of Signature: _____

City of Monticello, Iowa

By: _____

Wayne Peach, Mayor

Date of Signature: _____

City Council Meeting Prep. Date: 3/12/2024 Preparer: Sally Hinrichsen		Agenda Item: # 10 Agenda Date: 3/18/2024
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Communication Page

Agenda Items Description: Resolution Approving Jones County Senior Dining Funding Investment and agreement for FY '25 in the amount of \$4,745.00

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:	Admin contribution
Expenditure:	\$4,745.00
Revenue:	

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 \$4,329 in FY '24; \$3,600 in FY '23; \$3,200 in FY '22; \$5,025 in FY '21; and \$3,700 in FY '20

Recommendation: Recommendation that the Council take appropriate action on the Jones County Senior Dining request for funding.

January 16, 2024

Russ Farnum, City Administrator
City of Monticello
200 E. 1st St.
Monticello, Ia. 52310

RE: Request for financial support for operating costs of the Jones County Senior Dining Program for the fiscal year 2025 (July 1, 2024-June 30, 2025).

I am writing to you on behalf of the Jones County Senior Dining Center, which is requesting financial support in the amount of \$4745.00; 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.

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.

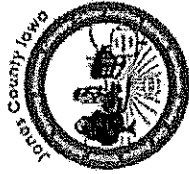
We need your continued support to maintain nutritious meal options with an increasingly growing senior population.

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 that reads "Lisa Tallman". The signature is fluid and cursive, with the first name "Lisa" and last name "Tallman" clearly distinguishable.

Lisa Tallman, Program Director
Jones County Senior Center



Jones County

Budget Worksheet

Account Summary

For Fiscal: 2023-2024 Period Ending: 03/31/2024

	Defined Budgets					2024-2025 Requested 24-25
	2021-2022 Total Budget	2022-2023 Total Budget	2023-2024 Total Budget	2024-2025 YTD Activity	2024-2025 Re-Est	
ObjectMJ: 1 - PERSONAL SERVICES						
0001-67-3400-0000-114	1,800.00	1,750.00	1,800.00	1,475.00	1,150.00	1,200.00
114 DEFERRED COMP PLAN-C						
0001-67-3400-0015-100	43,327.00	43,073.96	47,687.00	47,321.42	47,889.00	48,724.00
100-15 SALARY-SENIOR DINING...						
0001-67-3400-0037-101	56,807.00	50,109.78	98,242.00	96,702.13	102,932.00	113,737.00
101-37 SALARY-OTR PART-TIME						
0002-67-3400-0000-110	7,652.00	6,980.99	11,164.00	10,838.97	11,386.00	12,428.00
110 FICA COUNTY CONTRIBUTI...						
0002-67-3400-0000-111	9,441.00	8,703.15	13,776.00	12,586.41	13,360.00	15,337.00
111 IPERS COUNTY CONTRIBUT...						
0002-67-3400-0000-113	7,957.00	7,956.82	8,085.00	8,094.02	8,252.00	8,848.00
113 HEALTH INS COUNTY SHARE						
ObjectMJ: 1 - PERSONAL SERVICES Total:	126,984.00	118,574.70	180,754.00	177,017.95	184,969.00	200,274.00
ObjectMU: 2 - COMMODITIES						
0001-67-3400-0000-230	49,538.00	52,792.15	72,683.00	76,530.03	75,604.00	75,604.00
230 FOOD & PROVISIONS						
0001-67-3400-0000-232	200.00	93.22	200.00	131.91	200.00	200.00
232 CUSTODIAL SUPPLIES						
0001-67-3400-0000-234	6,678.00	9,771.46	15,839.00	15,701.72	19,740.00	19,740.00
234 KITCHEN SUPPLIES						
0001-67-3400-0000-241	200.00	88.29	200.00	0.00	200.00	200.00
241 PARTS - MACHINERY & EO...						
0001-67-3400-0000-260	600.00	187.60	600.00	596.67	600.00	600.00
260 GENERAL OFFICE SUPPLIES						
0001-67-3400-0000-261	85.00	0.00	110.00	110.00	110.00	110.00
261 MAGAZINES, PERIODICALS...						
0001-67-3400-0000-290	600.00	602.84	600.00	561.74	800.00	600.00
290 MINOR EQUIP/TOOLS/UND...						
0001-67-3400-0000-292	200.00	59.53	200.00	177.26	300.00	300.00
292 RECREATIONAL SUPPLIES						
ObjectMU: 2 - COMMODITIES Total:	58,101.00	63,595.09	90,432.00	93,809.33	97,554.00	97,354.00
ObjectMJ: 4 - OTHER SERVICES AND CHARGES						
0001-67-3400-0000-400	3,454.00	2,758.60	900.00	1,162.90	1,500.00	500.00
400 OFFICIAL PUBL & LEGAL N...						
0001-67-3400-0000-412	128.00	232.00	468.00	492.00	650.00	650.00
412 POSTAGE AND MAILING						
0001-67-3400-0000-413	11,486.00	13,064.10	21,747.00	17,274.62	20,017.00	20,214.00
413 EMPLOYEE MILEAGE/LODGE...						
0001-67-3400-0000-414	1,095.00	1,036.28	1,050.00	1,117.61	1,280.00	1,280.00
414 TELEPHONE SERVICE						
0001-67-3400-0000-415	1,080.00	1,158.05	1,320.00	1,320.00	1,320.00	1,320.00
415 INTERNET SERVICE						
0001-67-3400-0000-422	160.00	160.00	225.00	225.00	400.00	400.00
422 EDUCATIONAL AND TRAIN...						

Budget Worksheet

For Fiscal: 2023-2024 Period Ending: 03/31/2024

	Defined Budgets						
	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity	2024-2025 Re-Est Requested 24-25
0001-67-3400-0000-430	1,200.00	1,662.76	1,800.00	2,216.08	1,800.00	600.81	1,800.00
430 NATURAL GAS SERVICE							1,800.00
0001-67-3400-0000-431	6,014.00	5,336.40	7,280.00	5,831.55	7,830.00	3,977.05	7,830.00
431 ELECTRIC LIGHT & POWER							7,830.00
0001-67-3400-0000-432	850.00	790.05	1,000.00	1,252.90	1,000.00	863.72	1,564.00
432 WATER & SEWER SERVICE							1,564.00
0001-67-3400-0000-442	0.00	0.00	1,140.00	1,139.07	1,000.00	4,237.70	1,000.00
442 FIXED PLANT EQUIP MAINT...							1,000.00
0001-67-3400-0000-444	250.00	268.00	325.00	370.99	325.00	326.88	420.00
444 OFFICE/DATA PROC MAINT...							420.00
0001-67-3400-0000-447	1,000.00	258.82	1,000.00	701.91	1,000.00	165.00	1,000.00
447 MISC EQUIP MAINTENANC...							1,000.00
0001-67-3400-0000-464	2,500.00	0.00	2,500.00	0.00	2,500.00	0.00	2,500.00
464 WORKERS COMPENSATION...							2,500.00
0001-67-3400-0000-465	58.00	52.80	58.00	57.60	58.00	28.80	58.00
465 LIFE INSURANCE							58.00
0001-67-3400-0000-466	126.00	125.64	135.00	133.20	135.00	106.73	147.00
466 DISABILITY INSURANCE							147.00
0001-67-3400-0000-472	520.00	400.00	530.00	470.00	530.00	340.00	530.00
472 CLEANING OF UNIFORMS...							530.00
0001-67-3400-0000-474	636.00	581.00	660.00	660.00	660.00	440.00	660.00
474 EXTERMINATION SERVICES							660.00
0001-67-3400-0000-475	1,140.00	1,140.00	1,320.00	1,430.00	1,320.00	985.00	1,485.00
475 SANITATION DISPOSAL SE...							1,485.00
0001-67-3400-0000-480	350.00	450.00	450.00	450.00	450.00	300.00	450.00
480 DUES/MEMBERSHIPS							450.00
0001-67-3400-0000-488	3,318.00	3,043.55	620.00	580.22	620.00	559.20	700.00
488 OTHER SERVICES							700.00
0001-67-3400-0000-491	30.00	29.47	0.00	0.00	0.00	441.32	0.00
491 JUDGMENTS, DAMAGES, S...							0.00
ObjectMI: 4 - OTHER SERVICES AND CHARGES Total:	35,395.00	32,547.02	44,528.00	36,885.65	44,570.00	29,030.38	44,508.00
ObjectMI: 6 - CAPITAL OUTLAY							
0001-67-3400-0000-632	500.00	0.00	500.00	0.00	500.00	0.00	500.00
632 INFORMATION TECHNOLO...							500.00
0001-67-3400-0000-634	0.00	0.00	1,000.00	0.00	2,000.00	0.00	2,000.00
634 HOUSEHOLD AND INST EO...							2,000.00
ObjectMI: 6 - CAPITAL OUTLAY Total:	500.00	0.00	1,500.00	0.00	2,500.00	0.00	2,500.00
Function: 3400 - SERVICES FOR ELDERLY Total:	220,980.00	214,716.81	317,214.00	307,712.93	345,616.00	215,006.55	344,636.00
Depart: 67 - 67 SENIOR DINING Total:	220,980.00	214,716.81	317,214.00	307,712.93	345,616.00	215,006.55	344,636.00
Report Total:	220,980.00	214,716.81	317,214.00	307,712.93	345,616.00	215,006.55	344,636.00

Group Summary

ObjectM...	Defined Budgets							
	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity	2023-2024 Re-Est	2024-2025 Requested 24-25
Depart: 67 - 67 SENIOR DINING								
Function: 3400 - SERVICES FOR ELDERLY								
1 - PERSONAL SERVICES	126,984.00	118,574.70	180,754.00	177,017.95	201,758.00	126,057.22	184,969.00	200,274.00
2 - COMMODITIES	58,101.00	63,595.09	90,432.00	93,809.33	96,788.00	59,918.95	97,554.00	97,354.00
4 - OTHER SERVICES AND CHARGES	35,395.00	32,547.02	44,528.00	36,885.65	44,570.00	29,030.38	48,244.00	44,508.00
6 - CAPITAL OUTLAY	500.00	0.00	1,500.00	0.00	2,500.00	0.00	2,500.00	2,500.00
Function: 3400 - SERVICES FOR ELDERLY Total:								
	220,980.00	214,716.81	317,214.00	307,712.93	345,616.00	215,006.55	333,267.00	344,636.00
Depart: 67 - 67 SENIOR DINING Total:								
	220,980.00	214,716.81	317,214.00	307,712.93	345,616.00	215,006.55	333,267.00	344,636.00
Report Total:								
	220,980.00	214,716.81	317,214.00	307,712.93	345,616.00	215,006.55	333,267.00	344,636.00

Fund Summary

Fund	Defined Budgets									
	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity	2023-2024 Re-Est	2024-2025 Requested 24- 25	2024-2025	2024-2025
0001 - GENERAL BASIC	195,930.00	191,075.85	284,189.00	276,193.53	309,430.00	192,175.48	300,269.00	308,023.00	308,023.00	308,023.00
0002 - GENERAL SUPPLEMENTAL	25,050.00	23,640.96	33,025.00	31,519.40	36,186.00	22,831.07	32,998.00	36,613.00	36,613.00	36,613.00
Report Total:	220,980.00	214,716.81	317,214.00	307,712.93	345,616.00	215,006.55	333,267.00	344,636.00	344,636.00	344,636.00



Jones County

Budget Worksheet

Account Summary

For Fiscal: 2023-2024 Period Ending: 03/31/2024

	Defined Budgets					
	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity
Depart: 67 - 67 SENIOR DINING						
SCRMJ: 2 - INTERGOVERNMENTAL REVENUES						
0001-1-67-3900-0000-2343	49,882.00	45,387.09	46,742.00	40,214.84	46,742.00	16,931.66
2343 ELDERLY WAIVER-SENIOR...						23,897.00
0001-2-67-3900-0000-2595	20,000.00	10,450.00	75,174.00	4,850.00	50,529.00	600.00
2595 MISC CONTR/REIMB FR...						83,373.00
SCRMJ: 2 - INTERGOVERNMENTAL REVENUES Total:	69,882.00	55,837.09	121,916.00	45,064.84	97,271.00	116,652.00
SCRMJ: 8 - MISCELLANEOUS REVENUES						
0001-1-67-3900-0000-8110	1,760.00	1,780.00	1,500.00	2,264.00	1,500.00	1,540.00
8110 REIMBURSEMENTS FROM...						1,500.00
0001-1-67-3900-0000-8470	0.00	0.00	600.00	600.00	0.00	0.00
8470 MISCELLANEOUS REIMBU...						0.00
0001-1-67-3900-0000-8110	56,372.00	53,557.56	86,945.00	84,629.34	137,108.00	53,261.27
8110 REIMB FROM PVT-HERIT...						91,945.00
0001-2-67-3900-0000-8100	5,868.00	4,445.00	3,000.00	4,125.00	3,000.00	4,457.50
8100 DONATIONS						3,000.00
0001-2-67-3900-0000-8100	15,000.00	12,545.00	14,765.00	15,715.00	15,000.00	15,980.00
8100 DINING DOLLARS CAMPA...						15,000.00
0001-2-67-3900-0000-8100	100.00	0.00	100.00	0.00	100.00	120.00
8100 ANAMOSA SD REC PROG...						100.00
0001-2-67-3900-0000-8100	100.00	0.00	100.00	0.00	100.00	142.00
8100 MONTICELLO SD REC PR...						100.00
0001-2-67-3900-0000-8100	42,072.00	39,999.56	40,433.00	39,346.39	40,433.00	25,599.20
8100 MEAL CONTRIBUTIONS A...						41,963.00
0001-2-67-3900-0000-8100	21,000.00	13,998.16	24,384.00	25,370.75	24,384.00	20,993.80
8100 MEAL CONTRIBUTIONS ...						34,018.00
0001-2-67-3900-0000-8100	2,812.00	2,044.00	2,770.00	3,478.00	2,770.00	3,474.00
8100 MEAL CONTRIBUTIONS OL...						5,210.00
0001-2-67-3900-0000-8100	100.00	308.00	300.00	332.60	300.00	310.00
8100 MEAL CONTRIBUTIONS O...						350.00
0001-2-67-3900-0000-8100	5,991.00	9,615.00	14,183.00	19,962.20	14,183.00	20,688.40
8100 MEAL CONTRIBUTIONS W...						32,758.00
SCRMJ: 8 - MISCELLANEOUS REVENUES Total:	151,175.00	138,302.28	189,080.00	195,823.29	238,878.00	147,566.17
Depart: 67 - 67 SENIOR DINING Total:	221,057.00	194,139.37	310,996.00	240,888.13	336,149.00	165,097.83
Report Total:	221,057.00	194,139.37	310,996.00	240,888.13	336,149.00	165,097.83
						343,986.00
						343,986.00

Group Summary

SCRM...	Defined Budgets									
	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity	2023-2024 Re-Est	2024-2025 Requested 24-25	2024-2025	2024-2025
Depart: 67 - 67 SENIOR DINING	69,882.00	55,837.09	121,916.00	45,064.84	97,271.00	17,531.66	107,270.00	116,652.00	116,652.00	116,652.00
2 - INTERGOVERNMENTAL REVENUES	151,175.00	138,302.28	189,080.00	195,823.29	238,878.00	147,566.17	225,944.00	227,334.00	227,334.00	227,334.00
8 - MISCELLANEOUS REVENUES	221,057.00	194,139.37	310,996.00	240,888.13	336,149.00	165,097.83	333,214.00	343,986.00	343,986.00	343,986.00
Depart: 67 - 67 SENIOR DINING Total:	221,057.00	194,139.37	310,996.00	240,888.13	336,149.00	165,097.83	333,214.00	343,986.00	343,986.00	343,986.00
Report Total:	221,057.00	194,139.37	310,996.00	240,888.13	336,149.00	165,097.83	333,214.00	343,986.00	343,986.00	343,986.00

Fund Summary

Fund	Defined Budgets									
	2021-2022 Total Budget	2021-2022 Total Activity	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity	2023-2024 Re-Est	2024-2025 Requested 24- 25	2024-2025	2024-2025
0001 - GENERAL BASIC	221,057.00	194,139.37	310,996.00	240,888.13	336,149.00	165,097.83	333,214.00	343,986.00	343,986.00	343,986.00
Report Total:	221,057.00	194,139.37	310,996.00	240,888.13	336,149.00	165,097.83	333,214.00	343,986.00	343,986.00	343,986.00

From email dated March 11, 2024, from Lisa Tallman

Hi Sally,

I am enclosing the original request that I sent to Russ and an invoice for next year, FY25, the request for this years approved amount, FY24 and an invoice of \$3600.00 received for FY23. I am also sending you expenses and revenues from FY21/22 through 24/25.

(FY24/25 Heritage revenues have not been awarded yet, they may be less, they may be more, there is no way to know until awarded)

Moving forward, I did change my "ask" to make it easier as to the specific number of meals and the amount we need to cover that cost for FY25, so for State Auditor purposes, I think that will be a simple way to figure a claw back if needed.

I will not be able to attend the meeting but I would like to say that I know HR 718 is having a big impact on Cities and Counties and Senior Dining needs help more than ever.

I know that our service helps to keep seniors out of nursing care. I know that our aging population needs our help as much as other populations, if not more so.

Please Thank the Council for all they have done for us in the past.

I receive so much positive feedback from our clients on a daily basis, I wish I could share that with them.

This service makes a big difference in the lives of our older adults.

Please let me know if you need anything else.

Thank you,

Lisa

From email dated March 12, 2024, from Lisa Tallman

I estimate FY 25 to be 11,454 for Anamosa, 9490 Monticello, 1748 Olin, 5658 Wyoming, 246 Oxford Junction and 2688 Rural County.

Last year's Monticello total was 10,469.

Next years estimate is lower based on lower numbers for the last 6 months due to weather and client related illness closings.

I hope to exceed that number especially now that we now have HACAP at St Matthews once a month

for the seniors to get a lot of fresh fruits, vegetables, milk and meat and we have started live music there monthly too.

Thank you,

Lisa

The City of Monticello, Iowa

RESOLUTION

Approving Jones County Senior Dining Investment and
agreement for FY '25 in the amount of \$4,745.00

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 \$4,745.00 as the City of Monticello FY '25 investment is based on the number of meals served in Monticello last fiscal year and is based on a percentage of what the Senior Dining Program need to provide services the seniors, up from \$4,329.00 in FY '24, \$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 '25 being presented for approval in the amount of \$4,745.00, 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 18th day of March , 2024 that the City of Monticello does hereby approve the agreement with Jones County Senior Dining, previously mentioned herein, and does hereby authorize the Mayor 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 18th day of March, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

**CITY OF MONTICELLO AND JONES
COUNTY SENIOR DINING SOCIAL
SERVICES FUNDING AGREEMENT FOR
NON-PROFIT ORGANIZATIONS**

This Social Services Funding Agreement (“Agreement”) is entered into by and between the Jones County Senior Dining (hereinafter referred to as “Provider” which expression shall include its agents, successors or assigns) and the City of Monticello, Iowa (hereinafter “the City”). Provider and the City are collectively referred to as “the Parties.”

I. RECITALS

A. The City of Monticello, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of Monticello is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of Monticello (the “Services”):

The Provider provides meals for Seniors in Monticello and the rest of Jones County. They provide dining rooms in Monticello, Anamosa and Wyoming. 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. The goal is that every senior in Jones County has a safe and healthy meal so that they can thrive.

D. The City finds that the Services offered by Provider serve an important public purpose for providing Seniors with nutritious noon meals in addition to the opportunity for socialization and education, while promoting the health, safety and welfare of senior residents of Monticello.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of \$4,745 (Four Thousand) Seven Hundred Forty-Five). In return, Provider agrees to provide the Services to residents of Monticello as part of its ongoing operations. Funds will be paid after expenditures have been made by the Provider. If the Provider can show a hardship from the payment being made after the expenses have been incurred, the City will consider a payment immediately prior to the expense being made, if proof of the expense is provided. If the provider fails to serve 5,000 meals in Monticello, they agree to pay the City back \$.50 for each meal under 5,000 meals served, not to exceed the \$3,000.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of Monticello, and to provide an annual accounting to the City showing that the funds were so applied. Annual accounting will include a summary of funds received and spent and receipts totally at least the total amount contributed by the City.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the

document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

JONES COUNTY SENIOR DINING, Provider

By: _____

Date of Signature: _____

City of Monticello, Iowa

By: _____

Wayne Peach, Mayor

Date of Signature: _____

City Council Meeting Prep. Date: 3/12/2024 Preparer: Sally Hinrichsen		Agenda Item: # 11 Agenda Date: 3/18/2024
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Communication Page

Agenda Items Description: Resolution Approving Jones County JETS Transportation System investment and agreement for FY '25 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 2025.

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: Recommendation that the Council take appropriate action on the Jones County JETS request for funding.



Jones County Jets

814 John Dr. Monticello, IA 52310

319-465-6564

3/11/24

To: Monticello City Clerk:

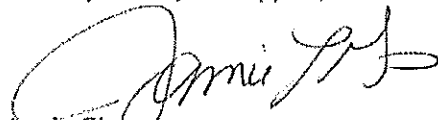
I would like to take this time in thanking you for your past support in the Jets Transportation System and hope that you will be able to consider donating again this fiscal year (2024-2025). I am asking all cities in Jones County to assist in supporting this system. State and Federal funds are not always a sure thing, so we need to receive support throughout the county to keep this system running smoothly.

We are asking for \$1500.00 to be allotted if possible.

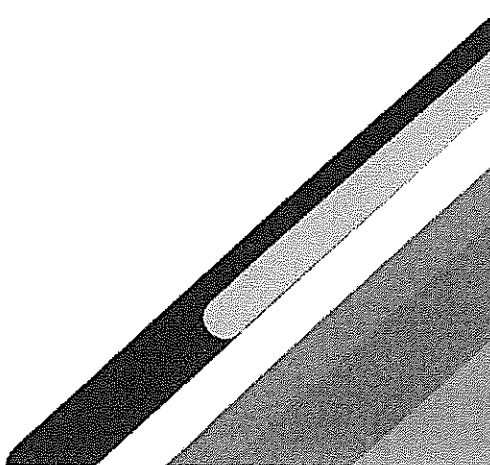
We are a Public Transportation System for the entire Jones County area and are running into the same difficulties as the cities regarding shortfalls in funding, so I can understand if you would like documentation as to how the funds will be used. We are in need to continue allocations from the cities to subsidize the shortfalls from the State and Federal Government.

The money would be used for operating expenses for the fiscal year 2024-2025.

Thank you for your support,



Jamie Ginter
Jets Director



The City of Monticello, Iowa

RESOLUTION

Approving Jones County JETS Transportation System investment and agreement for FY '25 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 '25 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 18th day of March, 2024 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 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 18th day of March, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

**CITY OF MONTICELLO AND JONES
COUNTY JETS SOCIAL SERVICES
FUNDING AGREEMENT FOR NON-PROFIT
ORGANIZATIONS**

This Social Services Funding Agreement ("Agreement") is entered into by and between the Jones County jets (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of Monticello, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of Monticello, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of Monticello is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of Monticello (the "Services"):

JETS provides transportation for the public to work, doctor appointments, shopping, etc. The system is especially committed to transporting the elderly, those in wheelchairs, and those with physical or mental disabilities. However, the service is open to all residents in Jones County.

D. The City finds that the Services offered by Provider serve an important public purpose to help promote the health, safety and welfare of residents of Monticello.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of \$1,500 (One Thousand Five Hundred). In return, Provider agrees to provide the Services to residents of Monticello as part of its ongoing operations. Funds will be paid after expenditures have been

made by the Provider. If the Provider can show a hardship from the payment being made after the expenses have been incurred, the City will consider a payment immediately prior to the expense being made, if proof of the expense is provided.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of Monticello, and to provide an annual accounting to the City showing that the funds were so applied. Annual accounting will include a summary of funds received and spent and receipts totally at least the total amount contributed by the City.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

JONES COUNTY JETS, Provider

By: _____

Date of Signature: _____

City of Monticello, Iowa

By: _____
Wayne Peach, Mayor

Date of Signature: _____

City Council Meeting Prep. Date 3/12/2024 Preparer: Sally Hinrichsen		Agenda Item: # 12 Agenda Date: 3/18/2024
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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, 2024 in the amount of \$2,600.00

<u>Type of Action Requested:</u> Motion; Resolution ; Ordinance; Report; Public Hearing; Closed Session		
<u>Attachments & Enclosures:</u>	Budget Line Item:	
	Budget Summary:	Admin County Contrib.
	Expenditure:	\$2,600.00
	Revenue:	

Synopsis: Monticello Firefighters plan to sponsor the 4th of July festivities, on Monday the 4th 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 4th 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 three years.

Recommendation: A motion to approve is recommended.



Monticello Fire Department

200 East First Street • P.O. Box 68 • Monticello, IA 52310
Ph. 319-465-3577 • Fax 319-465-3527

To: City Council;
City of Monticello Iowa

The Monticello Firefighters Organization is requesting funds for the 4th of July celebration that will be held on July 4, 2024. With your funding assistance we can continue to provide fireworks for the entertainment to our community. The amount of \$2600.00 is our request that is payable to the Monticello Firefighters Organization.

Your donation is much appreciated!

Thank you,

Joe Bayne
Monticello Fire Chief
President: Monticello Firefighters Organization.

Date: February 28, 2024

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, 2024 in the amount of \$2,600.00

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 '25 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 18th day of March, 2024 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 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 18th day of March 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

**CITY OF MONTICELLO AND MONTICELLO
FIREFIGHTER’S ORGANIZATION SOCIAL
SERVICES FUNDING AGREEMENT FOR
NON-PROFIT ORGANIZATIONS**

This Social Services Funding Agreement (“Agreement”) is entered into by and between the Monticello Firefighter’s Organization (hereinafter referred to as “Provider” which expression shall include its agents, successors or assigns) and the City of Monticello, Iowa (hereinafter “the City”). Provider and the City are collectively referred to as “the Parties.”

I. RECITALS

A. The City of Monticello, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of Monticello is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of Monticello (the “Services”):

The Provider engages community in the City’s 4th of July celebration and fireworks, provided by Flashing Thunder on July 4, 2024; creating and maintaining a safe and healthy environment for youth and adults in Jones County to enjoy.

D. The City finds that the Services offered by Provider serve an important public purpose for safe and healthy environment for youth and adults in Monticello to enjoy fireworks and help to promote the health, safety and welfare of residents of Monticello.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City’s council, the City shall pay Provider the sum of \$2,600 (Two Thousand Six Hundred). In return, Provider agrees to provide the Services to residents of

Monticello as part of its ongoing operations. Funds will be paid after expenditures have been made by the Provider. If the Provider can show a hardship from the payment being made after the expenses have been incurred, the City will consider a payment immediately prior to the expense being made, if proof of the expense is provided.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of Monticello, and to provide an annual accounting to the City showing that the funds were so applied. Annual accounting will include a summary of funds received and spent and receipts totally at least the total amount contributed by the City.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

MONTICELLO FIREFIGHTER'S ORGANIZATION, Provider

By: _____

Date of Signature: _____

City of Monticello, Iowa

By: _____
Wayne Peach, Mayor

Date of Signature: _____

City Council Meeting
Prep. Date: 3/07/2024
Preparer: Sally Hinrichsen



Agenda Item: # 13
Agenda Date: 03/18/2024

Communication Page

Agenda Items Description: **Resolution** Entitled reporting all employees' wages for calendar year ending December 31, 2023

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

Attachments & Enclosures:

Resolution

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: State law mandates publishing of annual wages of City Employees.

Background Information: The wages of City Employees through December 31, 2023 are set out in the proposed resolution. The publishing of this resolution is a State Code requirement, and the format proposed is consistent with State requirements and past practices of the City.

Staff Recommendation: It is recommended that the proposed resolution be approved.

RESOLUTION NO. 2024-

The City Council of the City of Monticello, Iowa, a municipality organized and existing under the laws of the State of Iowa, met in regular session at the City Council Chambers, Monticello, Iowa, beginning at 6:00 p.m. on the 18th day of March, 2024.

Whereupon, the Mayor declared the following Resolution duly adopted. A Resolution entitled reporting all employees' wages for calendar year ending December 31, 2023.

Harrison J. Ahlrichs	399.00	Pool	Molli J. Hunter	31626.31	Library
Lydia R. Ahlrichs	2358.00	Pool	Amanda M. Husmann	1204.61	Ambulance
Devin C. Arduser	936.00	Ambulance	Mary A. Intlekofer	21295.10	Ambulance
Kegan D. Arduser	31642.44	MBC	Sonya M. Johnson	4263.96	Ambulance
Kyle P. Arduser	505.00	Pool	Anicka M. Kahler	722.50	Pool
Joseph C. Bayne	2499.96	Fire	Nicholas L. Kahler	61412.05	Pub Work Dir/Amb
Christian M. Bell	150.80	Ambulance	Blaine K. Kamp	30998.84	Police
Rylan M. Bertling	587.50	Pool	Trevor A. King	800.00	Ambulance
Zebulyn C. Bowser	49207.51	Streets	Jayna K. Koffron	19588.80	Ambulance
Faith D. Brehm	41870.71	Library	Jordan M. Koos	74260.53	Police
Scott S. Brighton	3600.00	Council	Lacie R. Koppes	2367.00	Pool
Sawyer J. Brokaw	5546.25	Cem/Park Seasonal	Karle J. Kramer	3708.75	Pool
Brian P. Bronemann	10899.18	Ambulance	Carter J. Kuehler	822.50	Pool
Shelley M. Bronemann	760.00	Ambulance	Carlos J. Lagunes-Torres	527.50	Pool
Zachary C. Buehler	3552.29	Police	Candy K. Langerman	3600.00	Council
Allisen E. Capron	532.50	Pool	Lanie M. Luensman	1753.00	Pool
Marlee M. Chapman	462.00	Pool	Christina M. Lux	3600.00	Council
Cheryl M. Clark	51910.22	Clerk's Office	Lori M. Lynch	76608.22	Ambulance
Malcom A. Clark	650.00	Pool	Megan O. Mahoney	1371.00	Pool
Jamie L. Coleman	20094.68	Ambulance	Riley J. Manternach	7385.63	Parks - Seasonal
Gabriella A. Donovan	1574.50	Pool	Coletta A. Matson	72515.40	Ambulance
Triniti N. Etzel	616.00	Ambulance	Daniel J. McDonald	51416.42	Cemetery/Streets
Cody W. Falkers	1099.80	Ambulance	Kody J. Miles	692.00	Ambulance
Russell W. Farnum	100000.04	City Admin.	Cole R. Millard	14389.90	Police
Peter B. Fleming	58803.78	Police	Jacob P. Miller	4094.00	Pool
Jill K. Flynn	10933.25	Pool	Nicole M. Minnihan	427.00	Police
Stella M. Flynn	1394.50	Pool	Chloe A. Mogensen	9261.90	Ambulance
Sullivan T. Flynn	3936.00	Pool	Adalyn M. Monk	947.50	Pool
Conor S. Fortune	1328.00	Ambulance	Theron J. Nealson	14769.00	Streets/Sanitation
Sydney C. Freeze	2050.00	Library	Cole A. Nietert	1479.00	Pool
Abigale A. Frisch	982.80	Ambulance	Cord A. Nietert	1062.00	Pool
Jordan M. Fullerton	590.55	Ambulance	Amanda S. Norton	4739.01	Ambulance
Grant J. Gassman	1734.00	Pool	Billy J. Norton	2000.04	Fire
Taylor E. Gassman	2262.00	Pool	Jacob J. Oswald	59892.95	MBC
Ella J. Glawatz	3138.50	Pool	Kaleb J. Payne	41049.05	Ambulance
David J. Goedken	6000.00	Mayor	Wayne C. Peach	3600.00	Council
Jacob R. Gravel	48340.24	Amb/Streets/San	Shannon L. Poe	816.95	Ambulance
Dawn M. Graver	69867.57	Police	Daniel S. Poirier	2414.15	Ambulance
Scott M. Hagen	51604.33	Water/Sewer	Dylan J. Ponder	570.00	Pool
Brenda M. Hanken	3600.00	Council	Ethan P. Ponder	1566.00	Pool
Mason M. Hanson	21228.30	Ambulance	Brian L. Rechkemmer	964.80	Ambulance
Benjamin L. Hein	1460.78	Ambulance	Cory J. Reyner	1634.00	Ambulance
Ronald E. Herman, Jr.	5476.00	Ambulance	Gage R. Rickels	912.50	Pool
Sally M. Hinrichsen	75531.99	Clerk's Office	Samantha J. Ruchti	875.00	Pool
Erik J. Honda	73720.51	Police	John T. Russ	720.00	Fire
Samual A. Hunt	1034.00	Ambulance	Peyton J. Schilling	5527.50	Parks - Seasonal

Hunter A. Schmidt	914.40	Ambulance	Brian J. Tate	81382.26	Police
Penny M. Schmit	37487.25	Library	James D. Tjaden	71528.44	Water/Sewer
Grahm F. Schneiter	4000.00	Parks - Seasonal	Hayden M. Tompkins	1542.00	Pool
Lake M. Schnoor	1799.00	Pool	Nanci R. Tuel	45402.69	Clerk's Office
Mace A. Schnoor	2007.00	Pool	Paul D. Warner	1500.00	Fire
Timothy M. Schultz	17118.44	Water/Sewer	Reginald B. Welter	6320.00	Ambulance
Emma J. Schwendinger	6006.25	Pool	Brock A. Westphal	2181.00	Pool
Jasper P. Scott	49987.47	Streets	Anthony B. Williams	7816.88	Cemetery - Seasonal
Kayla S. Shady	415.00	Pool	Carter H. Willms	717.50	Pool
Kendall L. Siebels	3481.50	Pool	Joshua J. Willms	35529.90	Water/Sewer
Britt D. Smith	90409.39	Police	Abigail I. Wright	756.00	Pool
River H. Smith	2547.00	Pool	Curtis D. Wyman	53834.50	Ambulance
Jessica E. Stadtmueller	1725.00	Pool	Thomas W. Yeoman	3600.00	Council
Madonna M. Staner	42931.27	Police/Local Access			

This resolution passed and approved this 18th day of March, 2024.

Wayne Peach, Mayor

Sally Hinrichsen, City Clerk

City Council Meeting Prep. Date: 3/13/2024 Preparer: Faith Brehm		Agenda Item: # 14 Agenda Date: 03/18/2024
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Communication Page

<u>Agenda Items Description:</u> Resolution to acknowledge the hiring of a Monticello Library seasonal employee and setting wage

<u>Type of Action Requested:</u> Resolution			
<u>Attachments & Enclosures:</u> Resolution	<table border="1"> <tr> <td> <u>Fiscal Impact:</u> Budget Line Item: Budget Summary: Expenditure: Revenue: </td> <td> </td> </tr> </table>	<u>Fiscal Impact:</u> Budget Line Item: Budget Summary: Expenditure: Revenue:	
<u>Fiscal Impact:</u> Budget Line Item: Budget Summary: Expenditure: Revenue:	 		

Synopsis: The Library Board has approved the hire of 1 summer staff person for a maximum of 25 hours per week at \$12.00 an hour.

Background: The Library has traditionally hired one summer staff person to work from mid-May through mid-August to assist the library during this high traffic time of year.

This person would be primarily responsible for assisting with summer reading program events, restocking shelves, and other responsibilities that may come up during the summer months.

Recommendation: To acknowledge the hiring of a Monticello Library seasonal employee and setting wage, supported by the Library Board.

The City of Monticello, Iowa

RESOLUTION

Acknowledging the hiring of Monticello Library
seasonal employee and setting wage

WHEREAS, The Monticello Library Board has approved hiring Library seasonal staff for 20 to 25 hours /week for the summer and with wage being \$12.00 per hour, and

WHEREAS, the Council recognizes that the Library Board is vested with the power to hire and set library staff wages and that the purpose of the Council approval of this Resolution is to acknowledge the hiring of seasonal staff and setting the wage; and to give direction to the City Payroll Clerk.

WHEREAS, The Council finds that the recommendation of the Library Director and the Board to hire a seasonal employee should be approved.

NOW THEREFORE BE IT RESOLVED that the City Council of Monticello, Iowa does hereby acknowledge the hiring of seasonal employee and setting wage noted herein.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 18th day of March, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting Prep. Date: 03/13/2024 Preparer: Russell Farnum		Agenda Item: # 15 Agenda Date: 03/18/2024
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Communication Page

Agenda Items Description: Authorizing Hire and Setting Wages for Part Time Seasonal positions with Parks and Recreation and Aquatic Center

Type of Action Requested: Resolution

Attachments & Enclosures:
Resolution

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: City Council needs to approve all hires and set wages for all positions. This Resolution sets the pay for annual summer help at the Aquatic Center, the Aquatic Center Manager, Parks and Rec summer help.

In addition, the Parks and Rec Department is revisiting its request for some part time positions for fall and winter. These positions will fill in coverage time for open hours at the Berndes Center, primarily on evenings & weekends, and to assist with special events and maintenance of the facilities. These positions would be limited to no more than 10 hours per week total (not per person).

Background: While early in the FY24 budget process, the addition of one full-time staff member for each of the Parks and Rec, Public Works, and Water and Sewer departments was proposed. The Parks and Rec position was intended to run the Aquatic Center in the spring/summer and assist with programming, evening and weekend coverage, and other activities throughout the remainder of the year. That was rejected by the Council and we were directed to use part time and seasonal staff to provide that coverage. In March, 2023, the Council did approve hiring a seasonal Aquatic Center manager, and a summer intern.

In December 2023 a proposal to bring in a part time seasonal employee to cover holidays, evenings and weekends was dismissed with direction to “bring back a better plan”.

For the coming summer and fiscal year 2025, Parks and Recreation provide their requested staffing and budget for the entire year. This includes pool staff, the Aquatic Center manager, part time summer help, part time fall, winter and spring help, the concessions stand for ball games and tournaments, and umpires. The pay scale, hours and budget are presented in the attached chart. These positions are all funded in the budget, except those related to tournaments which would be paid through revenues generated by the entry fees and concessions. For reference I am including the memo I prepared in

February summarizing the expenses and revenues from the Aquatic Center and MYBSA tournaments from the summer of 2023.

The Parks and Recreation Board reviewed this proposal extensively at their March 11 meeting and unanimously recommended approval of all of the positions and wages. The fall and winter part time hours will be limited through the amount budgeted for those positions, but in no case more than 10 hours total per week.

Jacob will be present at the meeting and will be able to explain the needs and requirements of his Department in detail.

Recommendation: Approval of the resolutions is recommended.

The City of Monticello, Iowa

RESOLUTION

Approving the wages for Monticello Aquatic Center and Park
and Recreation part-time seasonal staff positions and wages

WHEREAS, Monticello Aquatic Center hires seasonal staff to assist in the operation of Aquatic Center covering hours of operation, swim lesson instruction, and other various special events, and

WHEREAS, Monticello Park and Recreation desires to hire seasonal staff. Their duties include, but are not limited to, weeding flower beds, weed whipping, removal of trash, cleaning park shelters, water trees/plants/flower beds, public restroom maintenance, monitoring Berndes Center facility and activities and field preparation/maintenance within the City, and

WHEREAS, The City Administrator and Park and Recreation Director recommends hiring part-time seasonal staff, to work under the supervision of the Park and Recreation Director, and

WHEREAS, The Park & Recreation Board recommended the following wages for the part-time seasonal staff:

Aquatic Center Staffing		
Lead Guards	\$15/hr	
Lifeguards	\$12/hr	
Concessions/Front Desk	\$10/hr	
WSI (Water Safety Instructors)	See note below	
Coordinator	\$11,000/season	
Note: Certified WSI (Water Safety Instructors) will receive \$1.00 per hour, on top of their hourly wages, during group swimming lessons Coordinator will receive additional hourly wages for swimming lessons but not for covering lifeguard shifts All staff members will receive longevity incentive of an additional \$.25/hour for each year worked at City Aquatic Center		
Park Maintenance Staffing		
Park Maintenance	\$15/hr	
Note: All staff members will receive longevity incentive of an additional \$.25/hour for each year worked at City Park Department		
Recreation Assistance Staffing		
Concessions	\$10/hr	
Concessions- Civic Group	30% of sales NTE \$350*	* Not to Exceed
Rec Umpires	\$15 to \$20/game	
Program Leads	% of registrations	
Baseball/Softball Tournament Umpires	\$50 to \$75/game	

WHEREAS, The City Administrator and Park & Rec Director recommends the wages for the part-time seasonal staff, as noted above and

NOW, THEREFORE, The Council hereby approves the wages for the part-time seasonal staff, as noted above.

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 18th day of March 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting Prep. Date: 02/07/2024 Preparer: Russell Farnum		Agenda Item: # Agenda Date: 02/12/2024
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Communication Page

Agenda Items Description: Summary of MYBSA and Aquatic Center operations costs

Type of Action Requested: Discussion and Direction

Attachments & Enclosures:

None

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

At the January 29 budget work session I promised to provide the results of the MYBSA and Aquatic Center “snapshot” for the Council at the Parks and Rec budget work session.

MYBSA

For the MYBSA tournaments, the following revenues and expenses were logged:

Revenues

Registrations	\$ 32,925.00
Concession Sales	\$ 16,962.70
MYBSA Donations	\$ 898.98*
Total Revenues	\$ 50,786.68

Expenses

Awards/Medals	\$ 1,263.20
Umpire Fees	\$ 10,590.00
Field Prep & Eqp't	\$ 9,500.00 **
Refunds	\$ 4,150.00 ***
Concession supplies	\$ 10,597.38
Total Expenses	\$ 36,100.58

* MYBSA/Monticello Foundation reimbursed costs of Blackstone grill (\$398.98) and a pallet of line chalk (which is a 2-3 year supply) at \$500

** Paid \$4,000 for the purchase of the field groomer and trailer (one payment of three); \$4,000 to Mike Schemmel to clean, level, strip and prep all of the fields at the beginning of the season, \$1,000 rental on the School District fields for the year per the agreement, and \$500 for the line chalk

*** Refunds were only issued for cancellations, May 14 tournament was cancelled due to weather and June 11, 11u group tournament was cancelled due to lack of participants

Overall, this shows net proceeds of just over \$14,000, not including parks and rec staff time (which was not logged separately). Staff time is hard to attribute because the field mowing, grooming, and other work is also benefitting our local little/baseball/softball leagues that play on the fields as well.

Hourly, the combined wage rate of Jacob, Kegan and 2 part time summer helpers is right about \$80. If staff time were logged at this rate, it would require 175 hours each of staff time to negate those proceeds. Even then, we would still have prepared an event that served 3,240 participants and brought hundreds more people into town over the span of 4 weekends.

Aquatic Center

The aquatic center operations run primarily April through September, so it is difficult to attribute the full costs and revenues in the budget document, which runs July 1 through June 30. To make that easier, I ran several reports for calendar year 2023, so Council could review one full summer.

In the summer of 2023, the Aquatic Center had the following expenses (numbers rounded):

Employee Wages	\$ 74,297 (includes training/cert/expenses)
Repair & Maint	\$ 21,604 (includes supplies and chemicals)
Utilities	\$ 20,456 (power and gas)
Insurance	\$ 10,842
Candy Shack	\$ 8,353
Professional Fees	\$ 5,712
Taxes, ads, postage	\$ 5,020
Swim Team	\$ 1,629
Refunds	<u>\$ 600</u>
Total	\$148,513

In the same period the Aquatic Center had the following revenues:

Pool Lessons	\$ 19,590
Pool Passes	\$ 22,689
Daily/Parties	\$ 32,003
Candy Shack	\$ 19,317*
Swim Team	<u>\$ 2,110</u>
Total	\$ 95,709

*Revenues were down due to lack of availability of the two most popular snacks: Bosco (bread) sticks and Laffy Taffy

The net cost to operate the pool was \$52,804, or about 440 dollars per day.

The addition of a pool manager this past season was a big improvement. With baseball, softball and many other summer activities, the Parks Director and Recreation Coordinator are well-occupied away from the pool. It is VERY helpful to have an adult “on duty” at the pool, to do the scheduling and make sure our young staff stays on-task. It also helps immensely to reduce client complaints and minimize disruptions that could take lifeguard attention away from their duties. Lastly, it helps with assuring good sanitation and providing better accounting and inventory control in the candy shack.

Council questions or comments are welcome.

	Present/Requested		Previous Years				
Position	# of staff on duty	Staff Size	# of staff on duty	Staff Size	Wage	Notes	Notes
Aquatic Center							
Lead Guards	1	3	1	3	\$15/hr	+ \$.25/yr worked	
Lifeguards	8	20-26	9	20-26	\$12/hr	+ \$.25/yr worked	
Concessions/Front Desk	3	8-12	2	8-12	\$10/hr	+ \$.25/yr worked	
WSI						+ \$1/hr for lessons ONLY	
Coordinator	1	1	1	1	\$ 11,000.00	additional hourly wage for lessons and private lessons	\$11,000 includes time need to serve as a guard
Parks Maintenance							
May-August (80hr/week)	2	2-5	2	2	\$15/hr	+ \$.25/yr worked	16 weeks \$ 19,200.00
September-December (10hr/week, max of 180 hours)	1	1-3	0	0	\$15/hr	+ \$.25/yr worked	18 weeks \$ 2,700.00
January-April (10hr/week, max of 180 hours)	1	1-3	0	0	\$15/hr	+ \$.25/yr worked	18 weeks \$ 2,700.00
							52 weeks \$ 24,600.00
Recreation Assistance							
Concessions	2-3/evening	5-10	0	0	\$10/hr	run through tournament fund?	
	Civic Group				30% of sales		
Rec Umpires	1/game	5-8	0	0	\$15-\$20/game		(Soccer, Baseball, Softball, Flag Football, Basketball)
Program Leads			0	0	% of registrations		
Baseball/Softball Tournament Umpires	1/game		1/game		\$50-\$75/game		

City Council Meeting
Prep. Date: 03/13/2024
Preparer: Russell Farnum



Agenda Item: # 16
Agenda Date: 03/18/2024

Communication Page

Agenda Items Description: Resolution Authorizing 2-year Lease of Airport Farm Ground

Type of Action Requested: Resolution

Attachments & Enclosures:
Resolution

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: The City recently acquired just under 60 acres of land from the Rowland Trust for future airport and trail use. The 42.55 feet wide trail land is 6.4 acres, and the remaining ground is to be leased for agricultural use.

The Airport Board suggested it be offered to the two existing Airport lessees at the same rate as the current high lease - \$340 per acre. Nagel declined that rate and offered \$300; Buck is willing to pay the full \$340.

The overall acreage, when the trail, floodway along the creek, and rock mound are “netted out” comes to 50 acres, at \$340 per acre, results in a lease with a \$17,000 annual rental rate. Buck will still assure Nagel access to his 10-acre lease land, and will also work with the City on assisting with the trail improvements.

A 2-year lease will bring the expiration to be the same time as the existing leases. The entire grounds can then be re-offered at that time. Also, because the term of this lease is under 3 years, a public hearing is not necessary prior to approving the lease.

Recommendation: The Airport Board reviewed the draft lease and recommended approval at the March 5 meeting. Approval of the resolution is recommended.

The City of Monticello, Iowa

RESOLUTION #

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

WHEREAS, the City of Monticello Airport Board recommended leasing the recently-acquired “Rowland Trust” farm ground in the amount of \$ 17,000.00 (\$340 per net acre) based upon the same rental rate as the high bid from leases last year, consistent with the proposed lease agreement with a 2-year term to bring this lease co-terminus with the other airport farm leases, and

WHEREAS, Justin Buck acknowledged the terms of the lease related to crop productions and is willing to pay that rate, and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the entry into the proposed two (2) year lease agreement between Justin Buck and the City of Monticello at the annual rental rate of \$ 17,000.00 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 Justin Buck, as tenant.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 18th day of March, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

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

Preparer Information: (Name, address and phone number)

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

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

[

Grantors:

City of Monticello

Wayne Peach, Mayor

Sally Hinrichsen, City Clerk

Grantees:

Justin Buck

Legal description: See Page 2

Document or instrument number of previously recorded documents:

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 Justin Buck("Tenant"), whose address for the purpose of this Lease is 19576 Lake View Road, Anamosa IA 52205

THE PARTIES AGREE AS FOLLOWS:

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

Parcel 2023-80, and the easterly 57.45 feet of a 100' wide strip of land known as Parcel 2023-79, consisting of approximately 56 gross acres (MOL), and 50 acres net tillable. They surround approximately 10 acres west of the creek referred to as "Nagel lease area". The "Nagel Lease Area" is agricultural property not part of this lease agreement

Possession by Tenant for a term of Two (2) Year(s), to commence on March 1, 2024, and end on February 28, 2026. The Tenant has been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. RENT. Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):
Total annual cash rent of \$ 17,000 payable, unless otherwise agreed, as follows:

\$8500.00 on June 1, 2024, and \$8500.00 due on November 1, 2024.
\$8500.00 on June 1, 2025, and \$8500.00 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 unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

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

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

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

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

Phosphate and potash on oats or beans shall be allocated 0% the first year and 0% the second year, and on all other crops allocated 0% the first year and 0% the second year. Lime and trace minerals shall be allocated over N/A years. If this Lease is not renewed, and Tenant does not therefore receive the full allocated benefits, Tenant shall be reimbursed by Landlord to the extent Tenant has not received the

benefits. Tenant agrees to furnish, without cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.

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

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

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

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

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

8. ENVIRONMENTAL.

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

Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations. No leak, spill release, discharge,

emission, or disposal of toxic or hazardous substances has occurred on the premises. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

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

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

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

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

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

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

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party

shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

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

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

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

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

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

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

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

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

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

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

18. TELEVISION AND RADIO. (NONE)

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

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

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

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

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

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

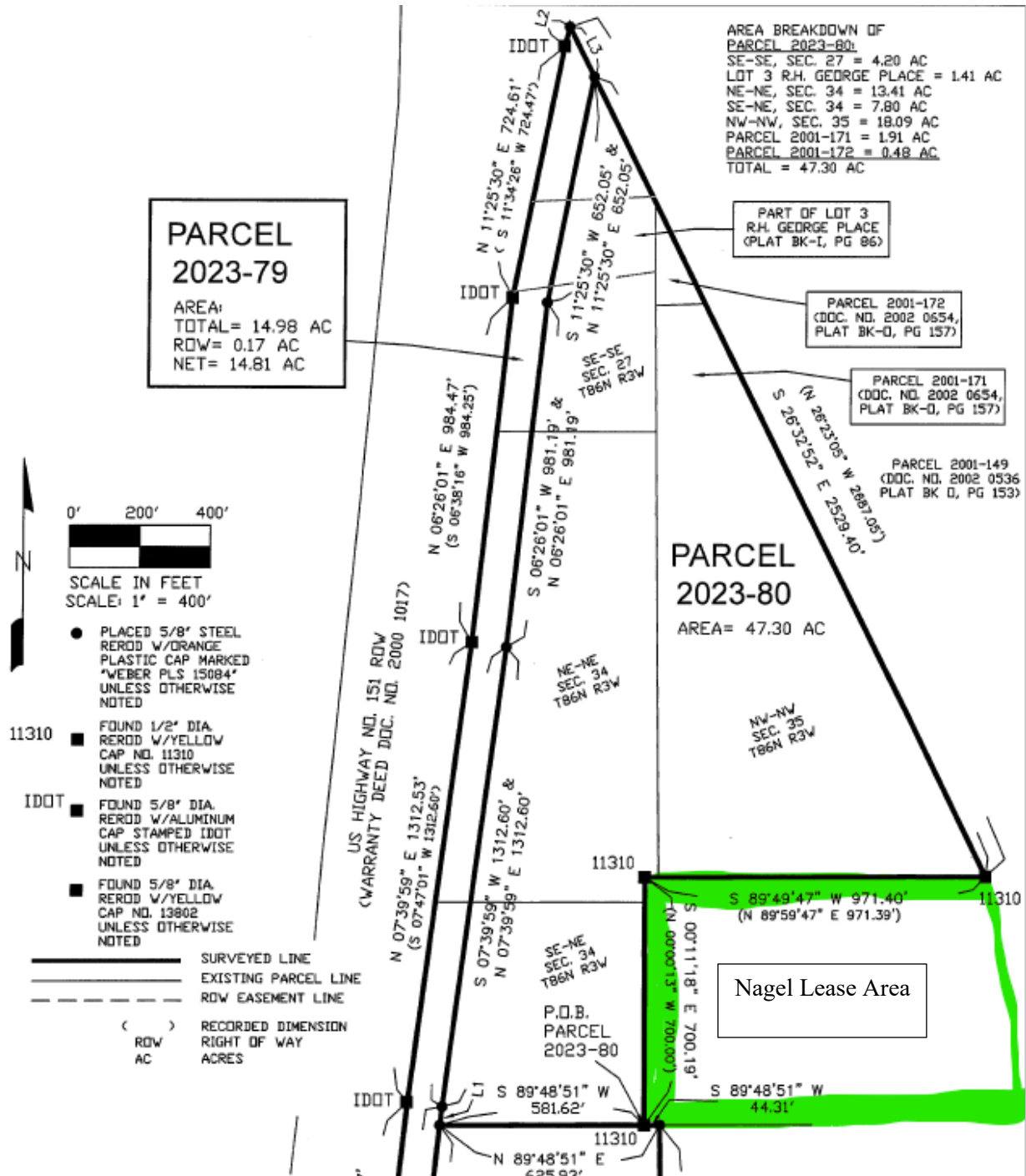
25. CERTIFICATION. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked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

26. ADDITIONAL PROVISIONS. See Addendum for Additional Provisions

{ATTACH OTHER APPROPRIATE ACKNOWLEDGMENT(S) HERE}

Addendum

1. Tenant shall not cross or travel on the runway or taxiway at any time except to access the areas between the runway and taxiway and in such circumstances, tenant may cross the TAXIWAY only, and shall be responsible for clearing the taxiway of any and all mud, rocks, or other debris that are tracked onto the runway by said crossings.
2. Tenant shall allow access to the "Nagel lease area" 10 acre plot.
3. Tenant may carefully cross the prairie restoration and walking path area when and where necessary, and shall make his best efforts to avoid damaging any improvements or ground cover.
4. Tenant shall not travel on taxiway with equipment due to the fact that mud/debris left on taxiway can be very hazardous to aircraft.
5. Any gates used to access airport property must be closed and locked at the end of each day.
6. 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)
7. 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.
8. 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.)
9. Tenant shall spray weeds along all fence rows at least once annually and manage weed growth at all times. Tenant shall not spray or apply chemicals in such a manner as to cause damage to the prairie restoration area without prior permission of the City.
10. Tenant recognizes that Aircraft always have the right-of-way. When farming in the areas off the end of the runways and in the area of the cross-wind runway the Tenant shall remain cognizant of the fact that aircraft may be approaching to land or take-off. In that circumstance, the Tenant agrees to promptly vacate those areas so as to not be a hazard to aircraft or self.
11. Tenant shall never leave equipment between the runway and taxiway and bales of hay shall be removed from said area as soon as possible.
12. 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.
13. 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.
14. 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.



LINE	BEARING	DISTANCE
L1	N 06°30'40" E	53.00'
L2	N 14°36'12" E	56.03'
L3	S 26°32'46" E	157.48'
L4	S 89°43'52" W	100.00'
L5	N 89°35'07" E	100.00'
L6	S 75°58'05" E	115.14'

AREA BREAKDOWN OF
PARCEL 2023-79:
SE-SE, SEC. 27 = 1.93 AC
LOT 3 R.H. GEORGE PLACE = 0.58 AC
NE-NE, SEC. 34 = 3.08 AC
SE-NE, SEC. 34 = 3.08 AC
NE-SE, SEC. 34 = 3.08 AC
SE-SE, SEC. 34 NET = 3.06 AC
SE-SE, SEC. 34 ROW = 0.17 AC
TOTAL = 14.98 AC

PARCEL 2023-79

AREA:
TOTAL = 14.98 AC
ROW = 0.17 AC
NET = 14.81 AC

P.O.B.
PARCEL
2023-79

US HIGHWAY NO. 151 ROW
(WARRANTY DEED DOC. NO. 2000 1017)

C1(C2)
C2
C3

N 06°30'40" E 2190.37'
(S 06°41'48" W 2190.38')

N 06°30'40" E 2190.37'
(S 06°41'48" W 2190.38')

S 06°30'40" W 2190.40'
N 06°30'40" E 2140.40'

PARCEL 2023-81

AREA:
TOTAL = 68.45 AC
ROW = 1.61 AC
NET = 66.84 AC

SE-SE
SEC. 34
T86N R3W

SE COR., SEC. 34,
T86N R3W FOUND
1/2" DIA. STEEL
ROD IN CONCRETE
MONUMENT PER SEC.
COR. CERT DOC. NO.
1999 0325

SE-NE
SEC. 34
T86N R3W

PARCEL 2023-81

EAST 1/4 COR., SEC. 34, T86N
R3W FOUND 1/2" DIA. STEEL ROD
IN CONCRETE MONUMENT PER SEC.
COR. CERT DOC. NO. 1999 0325

AREA BREAKDOWN OF
PARCEL 2023-81:
SE-NE, SEC. 34 = 10.79 AC
NE-SE, SEC. 34 = 24.37 AC
SE-SE, SEC. 34 NET = 31.68 AC
SE-NE, SEC. 34 ROW = 1.61 AC
TOTAL = 68.45 AC

- PLACED 5/8" STEEL REROD W/ORANGE PLASTIC CAP MARKED "WEBER PLS 15084" UNLESS OTHERWISE NOTED
- FOUND 1/2" DIA. REROD W/YELLOW CAP NO. 11310 UNLESS OTHERWISE NOTED
- FOUND 5/8" DIA. REROD W/ALUMINUM CAP STAMPED IDOT UNLESS OTHERWISE NOTED
- FOUND 5/8" DIA. REROD W/YELLOW CAP NO. 13802 UNLESS OTHERWISE NOTED
- SURVEYED LINE
- EXISTING PARCEL LINE
- - - ROW EASEMENT LINE
- () ROW AC
- P.O.B. PARCEL 2023-81
- RECORDED DIMENSION RIGHT OF WAY ACRES

0' 200' 400'
SCALE IN FEET
SCALE: 1" = 400'



2616.61'

S 00°38'27" E 2662.16'

SV-SW
SEC. 35
T86N R3W

P.O.B.
PARCEL
2023-81

S 89°43'52" W 1232.13'

N 89°44'53" E 686.78'

N 89°35'07" E 433.91'

S 00°36'10" E 453.97' &
N 00°36'10" W 453.97'

180.87'

73.10'

412.61'

N 00°36'10" W 485.45'
(S 00°25'59" E 485.30')

45.95'(45.96')

26.89'(26.89')

L5

L4

Signature Page

Justin Buck, Tenant

As approved by the City Council of the City of Monticello, on the ____th day of March, 2024, by
Resolution 2024-____:

Wayne Peach, Mayor
For the City of Monticello, Landlord

City Council Meeting
Prep. Date: 03/13/2024
Preparer: Russell Farnum



Agenda Item: # 17
Agenda Date: 03/18/2024

Communication Page

Agenda Items Description: Theisen's Nursery and Bulk Item Sales

Type of Action Requested: Resolution

Attachments & Enclosures:
License Agreement
Resolution

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: Theisen's has asked to use public right-of-way along the east side of Maple Street for their bulk (pallet) storage and nursery sales. The storage would be along the curb and sidewalks along Theisen's properties, and would not interfere with any neighboring businesses or homes. This allows Theisen's staff convenient access from the store, and allows customers to easily pull up and load their vehicles.

A map outlining the area proposed is on the next page.

With the sale of their former garden center and the active construction on their new store site, this is an attempt to minimize the impact on their staff and still provide sales and convenience to their Monticello customers. Theisen's has agreed to stay clear of the intersections to prevent creating any visibility issues.

Theisen's has provided a license agreement that outlines the terms, agrees to indemnify and hold harmless the City, and will provide a \$1 million liability insurance naming the City additional insured.

The Police Chief and Public Works Director have no issues with the proposal as presented. The City Administrator's concerns are addressed with the license agreement and liability insurance. The City Attorney is currently reviewing the agreement.

Recommendation: Approval of the Resolution, pending City Attorney approval, is recommended.



The City of Monticello, Iowa

RESOLUTION

Approving License Agreement with Theisen's, Inc.,
with regards to the use of City Right-of-Way along South Maple Street

WHEREAS, Theisen's Inc has requested to permission to use the property of the City as further described:

The public curb and sidewalk area (including any public pedestrian walks or rights of way and all rights of access over, under, across, or appurtenant thereto) located along S. Maple Street, Monticello, Iowa, from E. Grand Street to E. Washington Street (Address: 217 S. Maple Street, Monticello IA 52310).

for the period beginning March 1, 2024, and ending October 31, 2024, and

WHEREAS, The premises shall be used for the operation of licensee's business Operations as a Theisen's Home Farm Auto Store, including pallet storage of merchandise, delivery and pick-up of pallet storage, use of related equipment, and loading and unloading of merchandise into customer vehicles, and for no other purpose without the written consent of the city obtained in advance. The licensee agrees to comply with all ordinances, statutes and rules and regulations applicable to the conduct or operation of its activities permitted to be conducted under the attached License Agreement

WHEREAS, The City Council finds the language of the License Agreement to be appropriate and agreeable.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the License Agreement, by and between the City of Monticello and Theisen's Inc, in its entirety. A copy of said License Agreement shall be appended hereto for reference.

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 18th day of March, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

LICENSE AGREEMENT

This agreement is made effective the 1st day of March, 2024, between the CITY OF MONTICELLO, IOWA, hereafter referred to as city and THEISEN'S, INC., a corporation organized under the laws of the State of Iowa, hereafter called the licensee.

1. The city grants permission to the licensee to use the property of the city hereafter described for the period beginning March 1, 2024, and ending October 31, 2024, upon the conditions, agreements and terms hereafter set forth.
2. The description of the premises of the city permitted to be used is described as: The public curb and sidewalk area (including any public pedestrian walks or rights of way and all rights of access over, under, across, or appurtenant thereto) located along S. Maple Street, Monticello, Iowa, from E. Grand Street to E. Washington Street (Address: 217 S. Maple Street, Monticello IA 52310).
3. The city agrees to permit the licensee to use the premises for the sum of \$1, and good and valuable other consideration, in accordance with the terms and conditions set forth in this agreement.
4. The premises shall be used for the operation of licensee's business operations as a Theisen's Home Farm Auto Store, including pallet storage of merchandise, delivery and pick-up of pallet storage, use of related equipment, and loading and unloading of merchandise into customer vehicles, and for no other purpose without the written consent of the city obtained in advance. The licensee agrees to comply with all ordinances, statutes and rules and regulations applicable to the conduct or operation of its activities permitted to be conducted under this agreement.
5. Licensee may install and maintain in good condition the pallets, storage units, fencing, and related facilities and improvements for the purpose of such storage and delivery to customers. Licensee agrees to remove all of the facilities that it installs or constructs at its own expense and to return the premises in the same condition as they were before their use by licensee.
6. The licensee shall provide evidence of insurance for the term of the agreement protecting the city, its officers, agents, and employees, from occurrences as to bodily injury liability and property damage liability that are limited to the operations of the licensee. Such evidence may be supplied by filing with the city a certificate of insurance.

The certificate or insurance policy shall set forth:

- (1) That the city, its officers, agents, and employees, are made additional insureds.
 - (2) The dates of inception and expiration of the insurance.
 - (3) The amounts of public-liability coverage of not less than \$1,000,000 and the amount of property damage coverage of not less than \$500,000.
 - (4) The policy or policies will not be cancelled without giving 10 days' prior written notice to the city.
 - (5) The insurance coverage is on an occurrence basis.
7. Licensee does further expressly agree to indemnify and save the city, its officers, agents and employees, harmless from any and all claims for loss, damage, injury or liability of whatsoever nature and

howsoever the same may be caused or may arise resulting directly or indirectly from the exercise of this license or the occupation of the premises herein permitted to be used or the premises of the city to which the licensee, its agents, employees, or licensees may have access by reason of this license.

8. The city shall have the privilege of inspecting the premises covered by this agreement at all times upon reasonable notice to licensee.

9. This agreement shall not be assigned in whole or in part nor may any right hereunder granted to licensee be granted in turn to any person without the written consent of the city, which shall not be unreasonably withheld.

10. This Agreement may be terminated by licensee at any time after written notice to the city. The city may terminate this agreement and be relieved of any further performance if licensee fails to perform any covenant herein contained at the time and in the manner provided, and after at least a ten-day opportunity to cure. This right is cumulative to any other legal right or remedy.

11. The parties agree that the licensee and agents and employees of licensee, in the performance of this agreement, are acting in an independent capacity and not as officers or employees or agents of the city.

12. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties.

13. Time is of the essence of each provision of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract is valid unless made in writing and signed by the parties, and that no oral understanding or agreements not incorporated and no alterations or variations of the terms unless made in writing between the parties is binding on any of the parties.

IN WITNESS WHEREOF, this agreement has been executed by the parties on the day and year first above-written.

CITY OF MONTICELLO

Attest:

By: _____

Print: _____

Its: _____

City Clerk

Authorized Official

LICENSEE -- THEISEN'S, INC.

By: _____

Print: _____

Its: _____

City Council Meeting
Prep. Date: 03/13/2024
Preparer: Russell Farnum



Agenda Item: # 18
Agenda Date: 03/18/2024

Communication Page

Agenda Items Description: Fire Department Driveway Replacement Funding Request

Type of Action Requested: Resolution

Attachments & Enclosures:
Letter from Chief Bayne

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

\$37,100

Synopsis: The driveway, sidewalks and approach at the Fire Station need to be replaced. Several areas of the concrete are cracked and heaved. This work is not in the current Fire Department budget, nor is it included in the proposed budget for the upcoming fiscal year.

Fire Chief Joe Bayne presented the accompanying letter requesting that the City pay for the driveway replacement this summer. The Department got good pricing accompanied by a substantial donation of labor by Accent Construction.

Chief Bayne asked the Monticello Firefighters Organization to pay for the driveway. The Organization doesn't want to pay for the driveway, stating that it's the City's building and therefore a City responsibility.

The proposed project includes tiling the downspouts into the storm sewer system. Currently the drainage from the downspouts runs across the drive from the building to South Street. This creates icing issues in the wintertime. In addition, the drainage water seeps into the cracks in the concrete and further heaves and cracks the slabs.

The concrete will not heal itself and will need to be replaced, and tiling the downspouts is a great improvement to do when that work is being done. In principle, the Fire Department should properly budget for this work so the cost is spread across the entire area served, not just borne by the municipality. While it is a Monticello-owned building, the improvement benefits the entire Department and the rural portions of the County that are served.

Recommendation: Council discussion and direction is requested. Options include:

1. Wait until the Fire Department includes the work in a future budget;
2. Add it to the forthcoming Fire Department FY25 budget prior to adoption;

3. Commit General Fund monies to the project now (which will require another budget amendment).



Monticello Fire Department

200 East First Street • P.O. Box 68 • Monticello, IA 52310
Ph. 319-480-2982 • email: firechief@ci.monticello.ia.us

To: City Council;
City of Monticello Iowa

The Monticello Firefighters Organization is requesting funds for the replacement of our concrete and replacement of downspouts. This is a large project that our current and forth coming budget plan. We do have a minimum of 3 bids, with one coming in at a reasonable price and the logistics of the project falling under our expectations. The total cost of the project is \$39,500. I do have some funding privately secured at a total of \$2370 in writing that leaves us with \$37,130.00 to come up with. The MFO is asking for your consideration to fund 37,100. of the \$39,500 from the general fund without penalizing our current budget or truck set aside. Any amount would be greatly appreciated. If we cannot secure 100% of the project it will be put on the back burner.

There is a high level of urgency on the project for safety reasons. The current condition of the concrete is getting worse. There are several deep cracks and crevices that if someone was to trip or twist an ankle the City would have an obligation to address. We thank you for any consideration.

Finally I will also emphasize that we are only working with local contractors and they are flexible working us in this calendar year to get the work done. The design of the project would improve our conditions by placing downspouts under the concrete and tie the rain water into the storm sewer. We have confirmed that the current capacity of the storm sewer would be able to accept the amount of water run off under the new proposal.

Sincerely,

Monticello Firefighters Organization

Respectfully submitted by Joe Bayne Fire Chief

Date: March 8, 2024

City Council Meeting
Prep. Date: 2/29/2024
Preparer: Sally Hinrichsen



Agenda Item: 19
Agenda Date: 3/18/2024

Communication Page

Agenda Items Description: **Ordinance** amending the Monticello Code of Ordinances, by adding a new paragraph pertaining to Street Grades

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

Attachments & Enclosures:
Ordinance

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: Monticello City Code Chapter 138 lists the official grades for permanent street improvements.

Background: As City make permanent street improvements, we are to maintain a list of street grades.

The street grades for Sycamore and Chestnut have been prepared by the City Engineer and are ready to be approved.

Recommendation: Approval of the ordinance is recommended.

ORDINANCE NO. 773

An ordinance amending the Monticello Code of Ordinances, by adding a new paragraph pertaining to Street Grades

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

SECTION 1. PARAGRAPH ADDED. Chapter 138, Section 02, of the Code of Ordinances of the City of Monticello, is hereby adopted to read as follows:

138.02 RECORDS MAINTAINED. The Clerk shall maintain a record of all established grades and furnished information concerning such grades upon request:

North Chestnut Street – From the southerly line of West 2nd Street to the northerly line of West 3rd Street

<u>Station</u>	<u>Centerline Grade</u>
12+47.8	847.13 South end of return – West 2 nd Street
12+87.8	848.37 Centerline of West 2 nd Street
13+00	848.73
14+00	851.78
15+00	854.48
16+00	859.74
17+00	863.74
17+03.2	863.83 Centerline of West 3 rd Street
17+42.2	863.36 North end of return – West 3 rd Street

North Sycamore Street – From the northerly line of East 1st Street to the southerly line of East 7th Street

<u>Station</u>	<u>Centerline Grade</u>
10+78.8	828.10 North end of return – East 1 st Street
11+00	827.85
12+00	826.01
13+00	825.10
14+00	824.53
15+00	823.66
15+22.6	824.11 Centerline of East 2 nd Street
16+00	824.56
17+00	825.27
18+00	825.98
19+00	826.69
19+39.1	826.97 Centerline of East 3 rd Street
20+00	827.40

21+00	828.11
22+00	828.82
23+00	829.53
23+51.6	829.89 Centerline of East 4 th Street
24+00	830.07
25+00	829.53
26+00	829.85
27+00	830.34
28+00	830.09
29+00	829.49
30+00	828.90
31+00	828.70
32+00	829.10
32+02.9	829.11 Centerline of East 6 th Street
33+00	829.10
34+00	828.70
35+00	828.20
36+00	827.70
37+00	826.82
37+42.3	826.44 North end of return – East 7 th Street

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

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

1st reading March 4, 2024
2nd reading _____
3rd reading _____

Passed and approved by the Council this _____th day of _____ 2024.

Wayne Peach , Mayor

ATTEST:

Sally Hinrichsen, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2024.

Sally Hinrichsen, City Clerk

City Council Meeting Prep. Date: 3/14/2024 Preparer: Sally Hinrichsen		Agenda Item: # 20-29 Agenda Date: 3/18/2024
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Communication Page

<u>Agenda Items Description:</u> Reports

<u>Type of Action Requested:</u> Motion; Resolution; Ordinance; Reports ; Public Hearing; Closed Session
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<u>Attachments & Enclosures:</u> <table border="1" style="width: 100%;"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>				<u>Fiscal Impact:</u> Budget Line Item: <table border="1" style="width: 100%;"><tr><td> </td></tr></table> Budget Summary: <table border="1" style="width: 100%;"><tr><td> </td></tr></table> Expenditure: <table border="1" style="width: 100%;"><tr><td> </td></tr></table> Revenue: <table border="1" style="width: 100%;"><tr><td> </td></tr></table>				

Reports / Potential Actions:

- 20. City Engineer
- 21. Mayor
- 22. City Administrator
- 23. Police Chief
- 24. Water/Wastewater Superintendent
- 25. Park and Recreation Director
- 26. Library Director
- 27. Ambulance Director
- 28. City Clerk
- 29. Public Works Director