## City of Monticello, Iowa

www.ci.monticello.ia.us

#### Monticello City Council Special Meeting March 24, 2025 at 6:00 p.m. Monticello Renaissance Center, 220 E. 1<sup>st</sup> Street, Monticello, Iowa

Mayor:	Wayne Peach	Staff:	
<b>City Council</b> :		<b>City Administrator:</b>	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

#### **Presentations:**

- 1. Presentation Jones County Safe & Healthy Coalition Jennifer Husmann
- 2. Presentation Maquoketa River Watershed Management Authority Erin Erickson
- 3. Presentation Jones County Economic Development Derek Lumsden
- 4. Presentation Monticello Firefighter of Iowa Organization Inc Joe Bayne
- 5. Presentation Jones County JETS Transportation System Jamie Ginter
- 6. Presentation Jones County Senior Dining Lisa Tallman
- 7. Presentation Jones County Tourism Kaileen Weaver
- 8. Presentation Chamber of Commerce Megan Beaman
- 9. Presentation Monticello Main Street Brian Wolken

#### **Discussion and direction:**

#### 10. Discussion and direction on the donation requests

**<u>Adjournment:</u>** Pursuant to §21.4(2) of the <u>Code of Iowa</u>, 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 24, 2025 Council Meeting Time: Mar 24, 2025 06:00 PM Central Time (US and Canada) Join Zoom Meeting https://us02web.zoom.us/j/83355439189

Meeting ID: 833 5543 9189

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One tap mobile +16469313860,,83355439189# US +13017158592,,83355439189# US (Washington DC)

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Meeting ID: 833 5543 9189

Find your local number: https://us02web.zoom.us/u/keB2seK3B9

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**City Council Meeting Prep. Date:** 03/20/2025 **Preparer:** Russell Farnum



**Agenda Item:** # 1-10 **Agenda Date:** 03/24/2025

#### Communication Page

#### Agenda Items Description: Special Council Meeting – Funding for Other Agencies

**Type of Action Requested:** 

Attachments & Enclosures:

**Requests and Supplemental Information** 

Fiscal Impact: Budget Line Item: Budget Summary: Expenditure: Revenue:	
Revenue:	

#### Summary:

Traditionally the city has funded a number of not-for-profit and other agencies that provide government-related services to the citizens within our community.

These agencies have again requested funding for the coming fiscal year. As part of the budget process, the council earmarked funding for these programs, but did not specifically appropriate funding to any of those programs. The March 24th special meeting is to allow those agencies to share the funding request with the Council and make a presentation (if they should so choose). This meeting also allows the Council to ask the agencies about projects or services they provide to our citizens.

The specific requests are outlined below and additional information can be found in the remainder of the Council Packet.

<u>Jones County Safe and Healthy Youth Coalition:</u> The Jones County Safe and Healthy Youth Coalition works to discourage underage drinking, nicotine and drug use, and also focuses on mental health for youth. The Coalition is requesting \$3,000 in funding this fiscal year.

<u>Maquoketa River Watershed:</u> The Maquoketa River Watershed Management Agency Works to promote water quality throughout our watershed area, through water testing, education, demonstration projects and conservation practices. The MRWMA is requesting funding in the amount of \$1.50 per capita, or \$6,060, plus five water sampling locations. Last year, the Council agreed to fund MRWMA in the amount of \$1.00 per capita, or \$4040.

<u>Jones County Economic Development:</u> Jones County Economic Development provides Economic Development and Grant Administration services to all communities in Jones County. Jones County

Economic Development Is requesting funding in the amount of \$15,000 plus office and internet services Equivalent to \$4,000.

<u>Monticello Firefighters of Iowa Organization</u>: The Monticello Firefighters Organization has asked for funding to help offset the cost of the annual 4th of July fireworks display in the amount of \$2,600.00. The City has assisted in funding the fireworks for several years. Most recently the Auditors have raised issue with the City funding the fireworks through the MFO, so this year it may be better to commit this funding to pay the fireworks vendor directly.

<u>Jones County JETS Transportation System:</u> Jones County JETS provides bus and van transportation for the elderly in our community that may have no other transportation. The City has funded JETS transportation for many years. This year the Jets are asking for funding in the amount of \$1,500

<u>Jones County Senior Dining</u>: Jones County Senior Dining provides low-cost hot lunch services to the elderly in our community. The requested funding is \$4,838 with the goal of serving 5000 meals to Monticello seniors.

<u>Jones County Tourism</u>: Jones County tourism Works to promote and enhance tourism in Jones County. the amount of \$1,212.00, plus 4% of the Monticello Hotel/Motel tax (note: by State law, 50% of the City's Hotel/Motel tax revenues shall go toward tourism and/or recreation – in the past the City has used this tax to fund trails, JCED, Main Street, Chamber events, and Jones County Tourism).

<u>Monticello Main Street:</u> Monticello Main Street Works directly for the promotion and enhancement of Monticello's downtown. In April, 2022, the City Council authorized the application to become a Main Street community, with a pledge to fund the program in the amount of \$40,000 for the first three years. The application was approved, and Monticello Main Street was established.

In September, 2022, the City Council approved an initial one-year agreement with Monticello Main Street, which again included the commitment to fund Monticello Main Street in the amount of \$40,000 per year for three years. In 2023 the City entered into an extended Main Street agreement for four years, which included the two remaining years of funding commitment at \$40,000, and no specific funding amount thereafter. The third-year commitment of funding was provided in 2024 (FY25), which has been paid.

The City is obligated to continue to provide funding, but the amount is now discretionary. I am sure Monticello Main Street would prefer that the City continues to provide funding in the amount of \$40,000.

<u>Monticello Chamber of Commerce:</u> The Chamber works directly with member businesses in and near Monticello, as well as coordinating with Monticello Main Street, Jones County Tourism and other organizations to enhance business growth in our community.

Two years ago the City funded \$10,000 for the Chamber's 100rh anniversary celebration and to enhance tourism through the acquisition of Locable website software. Last year no funding was requested by the Chamber due to the transition of leadership. The Chamber is working on a request for this coming year and Megan will be present Monday evening.

## After the presentation period, Council has an opportunity to deliberate, discuss, and provide direction as to the amounts of funding that should be provided to the various organizations requesting it.



December 2024

Dear Monticello City Council,

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

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 20 years ago, 52% of Jones County's 11<sup>th</sup> 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%.

\*While youth smoking decreased greatly, youth vaping skyrocketed in 2018, with 23% of 11<sup>th</sup> graders reported vaping, erasing the gains made with tobacco/nicotine prevention in the prior two decades. Thankfully, 11<sup>th</sup> grade vaping decreased back to 11% in the last IYS and our 2023 Core Survey completed with Monticello and Anamosa showed those numbers have continue to decrease. There are still way too many kids vaping and that is why we helped Monticello Schools find a \$10,000 grant that they received to get vape detectors and we encouraging cessation programs with the students who want to quit and choose to get help rather than get a fine or other consequences.

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 a couple years ago.

\*Suicide ideation decreased between '18 and '21, but 25% (1 in 4) of 11<sup>th</sup> graders still reported thinking about suicide, and 11% even made a plan to do so. \*About one in five 6<sup>th</sup> graders and a third of 8<sup>th</sup> and 11<sup>th</sup> graders reported feeling sad or hopeless. A goal of the Coalition Resilience Action Plan developed last year, 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. The youth named the group themselves. HOPE stands for "Helping Others Persevere Every day!" They are already doing amazing things! Thankfully, the Monticello SODA group at the high school is the most stellar group in the county with 50 kids involved! We work with them and their sponsor, Todd Hospodarsky, closely! They even spoke at the Monticello High School parent/community event, the Statewide Prevention Conference and at the Day on the Hill this past year and are going to again in February of 2025.

Please help us continue our youth prevention efforts. The Coalition could not have continued our efforts this year without all the local support. We are again requesting \$3000 at this time to be used for staff time 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 I Anamosa, IA 52205 I 319.462.4327x661 I www.jonescountycoalition.org

Maquoketa River WMA FY26 Budget Items	FY2026 Budget with 34 Members Voluntary Funding Commitment (if all members supported)	FY2026 Budget with 34 Members with Realistic Commitments		
REVENUES (Estimated)				
Member Contributions				
LAKE DELHI DISTRICT	\$771.00	\$771.00		
BUCHANAN COUNTY	\$1,237.00	\$1,237.00		
CLINTON COUNTY	\$3,531.00			
DELAWARE COUNTY	\$14,349.00	\$14,349.00		
DUBUQUE COUNTY	\$7,429.00	\$7,429.00		
FAYETTE COUNTY opted out in 2020				
JACKSON COUNTY	\$8,227.00	\$8,227.00		
JONES COUNTY	\$7,663.00	\$7,663.00		
LINN COUNTY	\$295.00	\$295.00		
DELAWARE SWCD	\$594.00			
DUBUQUE SWCD	\$324.00			
FAYETTE SWCD				
JACKSON SWCD	\$486.00			
JONES SWCD	\$270.00			
LINN SWCD				
ANDREW (Jackson County Support)	\$568.00	\$568.00		
AURORA				
BALDWIN (Jackson County Support)	\$148.00	\$148.00		
CASCADE	\$3,610.00	\$3,610.00		
DELAWARE	\$213.00			
DELHI	\$630.00			
DYERSVILLE	\$6,715.00	\$6,715.00		
EPWORTH- did not budget for FY26				
FARLEY				
GOOSE LAKE	\$359.00			
HOPKINTON	\$933.00	\$933.00		
LAMONT	\$643.00			
LAMOTTE (Jackson County Support)	\$355.00	\$355.00		
MANCHESTER	\$7,597.00	\$7,597.00		
MAQUOKETA	\$9,192.00	\$6,000.00		
MONTICELLO	\$6,060.00	\$4,040.00		
NEW VIENNA				
PRESTON (Jackson County Support)	\$1,423.00	\$1,423.00		
RYAN	\$525.00			
SPRAGUEVILLE (Jackson County Support)	\$138.00	\$138.00		
STRAWBERRY POINT	\$1,732.00			
WORTHINGTON	\$573.00			
WYOMING	\$784.00	\$100.00		
Total Member Contributions	\$87,374.00	\$71,598.00		
GRANT REVENUE-DNR Cover Crop Initativite For \$250,000	Reimbursement for Cost shares paid to farmers	\$40,000.00		
DONATIONS		\$1,000.00		
MISCELLANEOUS INCOME				

Maquoketa River WMA FY26 Budget Items	FY2026 Budget with 34 Members Voluntary Funding Commitment (if all members supported)	FY2026 Budget with 34 Members with Realistic Commitments		
TOTAL REVENUES	\$87,374.00	\$112,598.00		
EXPENSES				
WATERSHED COORDINATOR FY26)	\$50,400.00	\$50,400.00		
	\$700.00	\$700.00		
INTERNET/ PHONE EXPENSE	\$1,200.00	\$1,240.00		
Total coordinator compensation	\$52,300.00	\$52,340.00		
Farmer to Farmer Grant Payouts		\$40,000.00		
WATER MONITORING EXPENSE	\$3,000.00	\$3,000.00		
OFFICE SUPPLIES/POSTAGE (computer)	\$200.00	\$200.00		
	\$200.00	\$200.00		
PROFESSIONAL DEVELOPMENT/CONFERENT		\$500.00		
	\$100.00	\$100.00		
MISCELLANEOUS EXPENSE	\$100.00	\$100.00		
Wix Newsletter	\$155.00	\$155.00		
PRINTING	\$20.00	\$20.00		
MANAGEMENT FEE LB RC&D	\$10,000.00	\$10,000.00		
IT Support From GoDaddy	\$200.00	\$200.00		
TOTAL EXPENSES	\$66,775.00	\$106,815.00		
NET REVENUE (LOSS)	\$20,599.00	\$5,783.00		



#### FY26-FY28 WATERSHED ADMINISTRATIVE AND FISCAL AGENT SERVICES CONTRACT AGREEMENT BETWEEN

#### LIMESTONE BLUFFS RESOURCE CONSERVATION AND DEVELOPMENT AND

#### MAQUOKETA RIVER WATERSHED MANAGEMENT AUTHORITY

This contract agreement is entered into between Limestone Bluffs Resource Conservation & Development, Inc. (LBRC&D) and the Maquoketa River Watershed Management Authority (MR WMA). In consideration of services provided, the WMA will pay four \$2500 quarterly installments, not to exceed \$10,000 per year, to LB RC&D for FY2026, FY27 and FY28 (July 15, October 15, January 15 and April 15). The first \$2500 quarterly Installment will be payable commencing July 15, 2025 and every quarter thereafter for three years. This contract agreement will be reviewed by both parties prior to renewal for fiscal year 2028.

LB RC&D will provide the following Administrative and Fiscal Services to the WMA:

- 1. Provide accounting services for MR WMA. These services include but are not limited to:
  - a. Depositing, upon receipt, MR WMA funds into restricted Money Market Account number 402566 held at Citizens Bank in Anamosa, IA. Funds are restricted to payment for only authorized MR WMA activities. {Otherwise known as the "MR WMA Fund Account.)" The MR WMA is entitled to all interest received in this account.
  - b. Provide accounts payable/receivable bookkeeping for MR WMA and supply a monthly financial report to MR WMA Executive Committee.
  - c. Prepare and provide monthly updates on MR WMA budget vs. actual expense.
  - d. Prepare and provide an annual financial statement to MR WMA.
  - e. Sign MR WMA grant applications that require a 501(c)(3) entity as a signatory, if necessary and to the extent allowed by law.
  - f. Prepare and make available any information regarding MR WMA funds in the event an audit is required or for grant reporting.
  - g. Allow the MRWMA to have a website and email hosted by Limestone Bluffs RC&D.

In addition to providing accounting services, LB RC&D will coordinate resources and information with the MR WMA and collaborate with the MR WMA on education, outreach, and training programs related to watershed management and natural resource conservation, including the research of grants and other funding opportunities.

Within the timeframe of this agreement, a review can be triggered upon request by either party. This contract agreement can be terminated by either party at any time during the fiscal year with a 6-month notice.

Jon Bell, President, LB RC&D

#### Board of Directors Maquoketa River Watershed Management Authority Administrative By-Laws

#### **1. ADOPTION OF BY-LAWS**

These administrative by-laws are hereby established in accordance with Section 6.3 of the Maquoketa River Watershed Management Authority, hereinafter referred to as the "Authority", 28E Agreement, same having been filed with the Iowa Secretary of State office on September 21, 2017. The Maquoketa River Watershed Management Authority shall be governed by a Board of Directors, as stipulated in Article 6 of the 28E Agreement.

#### 2. PURPOSE

These bylaws shall direct and guide the management and day to day operation of the Authority.

#### **3. DEFINITIONS**

- A. <u>Political Subdivision</u>: A city, county, taxing district or soil and water conservation district eligible for membership in the Authority.
- B. <u>Member</u>: A Political Subdivision that has adopted the Maquoketa River Watershed Management Authority 28E Agreement. The member political subdivisions include:
  - a. <u>Counties</u>: Buchanan, Clinton, Delaware, Dubuque, Fayette, Jackson, Jones and Linn.
  - <u>Cities</u>: Andrew, Aurora, Baldwin, Cascade, Delaware, Delhi, Dyersville, Epworth, Farley, Goose Lake, Hopkinton, Lamont, La Motte, Manchester, Maquoketa, Monticello, New Vienna, Preston, Ryan, Spragueville, Strawberry Point, Worthington and Wyoming.
  - c. <u>Soil & Water Conservation Districts</u>: Delaware, Dubuque, Fayette, Jackson, Jones and Linn.
  - d. Taxing District: Lake Delhi Combined Recreational and Water Quality District
- C. <u>Watershed Management Authority</u>: The Authority created pursuant to the Chapter 466B of the Iowa Code and made up of eligible Member Political Subdivisions located within the Maquoketa River Watershed, identified by the following Hydrologic Unit Code 8: HUC 8 ID #07060006.
- D. <u>Board</u>: The Board of Directors of the Authority, comprised of one person appointed by each Member Political Subdivision.
- E. <u>Executive Committee</u>: The Executive Committee will be charged with the day-to-day operation of the Authority but may not bind the Authority without prior approval of the Board of Directors. The Executive Committee shall be comprised of seven (7) Board Members made up of the three elected officers of the Board (The Chairperson, Vice-Chairperson, and Secretary/Treasurer) pursuant to Section 6.2 Governance, Meetings of the 28E Agreement, with four members to be elected by the Board.
- F. <u>Director</u>: That person appointed by each Member Political Subdivision to serve on the Board.
- G. <u>28E Agreement</u>: The organizational document executed in compliance with Chapter 28E of the Iowa Code and approved by each Member Political Subdivision, establishing the Authority as permitted and provided by Chapter 466B of the Iowa Code.

#### 4. GOVERNANCE

- A. <u>Board of Directors</u>: The Authority shall be overseen and governed by the Board.
  - 1. <u>Voting Rights</u>: Each Director shall have one vote. Each member may, however, appoint up to two alternates, entitled to exercise all rights of that Member's Director in the absence of said Director. The alternates shall be formally designated by the Member and written notification of the appointment of said alternates shall be provided and updated as necessary to the Board of Directors of the Authority.
  - <u>Terms</u>: Directors shall serve staggered four year terms. At the initial Board Meeting, after the election of Officers, the Board shall determine, by lot, the initial terms of Board Members. The three elected officers shall be granted four (4) year terms along with that number of additional members to bring the total members serving four (4) year terms to one-half of the Board, or one-half plus one in the event that there is an uneven number of members. The balance of the Board shall serve a two (2) year term.
  - 3. <u>Succession</u>: Directors may succeed themselves and there shall be no limit on the number of terms a Director may serve.
  - 4. <u>Board Opening</u>: If a Director resigns or is removed, a successor shall be appointed by the Member to complete the unexpired term of said Director.
- B. <u>Executive Committee</u>: The Executive Committee shall manage the day-to-day operations of the Authority, but may not bind the Authority without approval of the Board.
  - 1. <u>Voting Rights</u>: Each Committee Member shall have one vote.
  - 2. <u>Term</u>: At the initial Executive Committee Meeting, the Committee shall determine, by lot, the initial terms of Committee Members. The three elected officers shall be granted two year terms with the other four (4) members granted one (1) year terms. All Committee Members will thereafter be elected to serve two (2) year terms.
  - 3. <u>Succession</u>: Executive Committee members may succeed themselves and there shall be no limit on the number of terms that a person may serve.
  - 4. <u>Committee Opening</u>: If a member resigns or is removed, a successor shall be appointed by the Board for the duration of the unexpired term of said member.

#### 5. POWERS AND DUTIES OF BOARD

The Board may exercise all powers necessary and incidental to further the aims and objectives of the Authority as set forth within the 28E Agreement and/or otherwise determined appropriate by the Board. The Board may create committees as necessary for any legally permissible purpose to advise the Board. Membership in the Authority is not a prerequisite to membership on a committee.

The Board shall not make a policy that would require a Member to change its policies or require a Member to contribute funds without official action of approval by that Member's governing body. No Member may be required to contribute funds to the Watershed Management Authority and no action to contribute funds by a Director appointed by the Member is binding on the Member without approval by the governing board of that Member.

#### 6. OFFICERS

The following officers shall be elected by the Board: Chairperson, Vice Chairperson (Chair Elect), and Secretary. (The Board may, in their discretion, elect other officers.) All terms shall be for a period of two years or until a successor is elected, whichever occurs last. Successful candidates shall be elected by a majority of the Board.

#### 7. DUTIES OF THE OFFICERS

Chairperson: The Chairperson shall:

- 1. Preside at the meetings of the Board and prepare an agenda in consultation with others.
- 2. Decide all points of order or procedure unless otherwise directed by a majority of the Directors in session at the time.
- 3. Create committees deemed necessary.
- 4. Represent the Authority where attendance is requested or where attendance is deemed necessary to further the aims and objectives of the Authority.
- 5. Sign documents on behalf of the Authority, after approval of the Board.
- 6. Perform other legally permissible duties deemed necessary and appropriate.

Vice-Chairperson: The Vice-Chairperson shall:

- 1. Assume the duties of the Chairperson in the event of the absence or disability of the Chairperson.
- 2. Succeed to the position of Chairperson for the unexpired term in the event said position becomes vacant, in which case the Board of Directors shall select a successor to the position of Vice-Chairperson for the unexpired term.

#### Secretary/Treasurer:

The Secretarial duties shall be as follows:

- 1. Attend all meetings of the Board and act as Clerk by recording votes, keeping minutes, managing correspondence, and making said records available to all Members of the Authority and the public.
- 2. Send out notices required by these by-laws, the 28E Agreement, and/or by the Code of Iowa.
- 3. Perform those other duties and functions as directed by the Board of Directors.

The Treasurer duties shall be as follows:

- 1. Attend all meetings and make a report at each Board meeting.
- 2. Assist in preparation of the budget, help develop fund raising plans, and make financial information available to the Members and the public.
- 3. Attend to any other duties as directed by the Board of Directors.

In the event that both the Chairperson and Vice Chairperson are absent, the Secretary/Treasurer shall serve as the pro-tem Chairperson and, if necessary, a temporary secretary shall be appointed. The pro-tem chair shall be authorized to conduct the meeting and to execute documents resulting from action of the Board at said meeting.

#### 8. MEETINGS

#### A. Regular Board Meetings

The Board shall generally meet at least twice per year at such time and place as may be designated by the Chairperson, and said meetings shall be known as the regular meetings of the Board. Quorum shall consist of a majority of the Directors of the Board for the transaction of business. In the event that a quorum of the full Board is not met as scheduled and a quorum of the executive committee is

**present, the meeting will continue conducting the Board's business.** No action may be taken by the Authority in the absence of a quorum. (*Text in bold amended and approved by membership* 4/30/19)

#### B. Committee Meetings

A Committee shall meet as deemed necessary and appropriate. A Committee shall be deemed to have a quorum if a majority of its members are present. A majority vote of the total membership of the Committee shall be necessary to take action.

#### C. Attendance

Directors and/or their alternates are expected to attend meetings. Absences in excess of three consecutive, regularly scheduled meetings, shall result in a notification from the Chairperson to the Member enquiring as to the basis of their absences and requesting that the member consider the removal of said Director and the appointment of another person to fulfill the obligations of Director should the absences be without suitable explanation in the opinion of the Member.

#### D. Annual Meeting

The Regular Meeting of the Board occurring in the 1<sup>st</sup> quarter of the year shall be deemed to be the Annual Meeting. The election of Officers, when up for election, shall take place at the annual meeting.

#### E. Special Meetings

Special meetings may be called by the Chairperson or at the written request of two members of the Board. Notice of the special meeting shall be given by the Secretary to the members of the Board at least 72 hours prior to such meeting and shall include an Agenda and any additional summary deemed necessary to explain the purpose of the meeting.

#### F. Open Meetings / Open Records

The Board shall follow the direction of Chapter 21 and 22 of the Iowa Code with regard to Open Meetings and Public Records. Meeting agendas shall be posted by each member consistent with their normal "posting" procedures. Meetings of the Board and its committees shall be conducted in substantial accordance with the latest edition of Robert's Rules of Order unless otherwise provided in these by-laws.

#### G. Motions

Any member of the Board may make a legally permissible motion. The Chairperson or the Secretary shall restate the motion if requested by any member. After a motion has been seconded the floor will be opened for discussion by the Board. During the course of discussion any other permitted motion may be made and proceed if appropriate. At the conclusion of discussion, or at other appropriate time, a vote on the motion may be held.

#### H. Voting

The concurring vote of not less than a **quorum** of the full Board shall be required for a motion to be deemed to have been approved, regardless of the number of Board Members in attendance. The minutes shall include a list of members present, absent, and will also disclose any abstentions and the reasons for said abstention. All members of the Board in attendance, including the chairperson, are required to cast a vote for each motion, unless a member has a legal reason to abstain and in that instance shall state for the record the basis of their abstention. (In the event a member abstains from a vote they shall be removed from the total membership number for that vote, reducing the total number needed to pass the vote on which they abstained.) Voting for officers shall occur by written

ballot unless the office is uncontested in which case, the Chair may request a voice vote. (*Text in bold amended and approved by membership 4/30/19*)

I. Unfinished Business

Any matter that that cannot be disposed of during a meeting on which said matter appears on the agenda will be considered unfinished business and shall, absent action to the contrary by the Board, be placed on the next regular meeting agenda.

J. Electronic Meetings

Pursuant to Iowa Code Chapter 21.8, a governmental body may conduct a meeting by electronic means only in circumstances where such a meeting in person is impossible or impractical and only if the governmental body complies with all of the following:

- 1. The governmental body provides public access to the conversation of the meeting to the extent reasonably possible.
- 2. The governmental body complies with sections 21.4. For the purposes of this paragraph, the place of the meeting is the place from which the communication originates or where public access is provided to the conversation.
- 3. Minutes are kept of the meeting. The minutes shall include a statement explaining why a meeting in person was impossible or impractical.
- 4. A meeting conducted in compliance with this section shall not be considered in violation of this chapter.
- 5. A meeting by electronic means may be conducted without complying with paragraph "a" of subsection 1 if conducted in accordance with all of the requirements for a closed session contained in section 21.5.

#### 9. FINANCE

A financial report shall be approved at the annual meeting. The Board may solicit, accept and receive donations, endowments, gifts, grants, reimbursements and other such funds as necessary to support work pursuant to the 28E Agreement and these By-Laws.

- No action to contribute funds by a Director of the Watershed Management Authority is binding on the Member that he or she represents without official approval by the governing board of that Member. No Member may be required to contribute funds to the Watershed Management Authority, except to fulfill any obligation previously made by official action by the governing body of the Member.
- 2. All funds received for use by the Watershed Management Authority shall be held as a special fund by the fiscal agent designated by the Board of Directors of the Watershed Management Authority. When funds are provided as a grant or loan directed to a Member of the Watershed Management Authority for a project administered by that Member, the funds shall be retained and administered by that Member.

#### **10. ENFORCEMENT PROCEDURES**

Disputes that arise concerning violations of policies and guidelines or concerning the 28E Agreement or these Bylaws shall be heard and determined by the Board.

#### **11. AMENDMENTS**

Amendments to these bylaws may be proposed by any member of the Board. Amendments may be proposed and discussed at any meeting of the Board, however, no amendment may be adopted until the subsequent meeting. All proposed amendments shall be in writing and shall be provided to all Board members at least seven (7) days prior to the meeting on which the proposed amendment appears on the agenda. A majority vote of all Board members shall be required to adopt an amendment. The amendment shall take effect immediately upon adoption, unless otherwise specified by the Board.

#### **12. MEMBERSHIP**

Political Subdivisions eligible for membership that did not join the Authority at its' genesis may join at a later date by filing a "Notice of Intent" to join and submitting same to the Board of the Authority. Thereafter, the Political Subdivision desiring to join the Authority shall by Resolution approve their adoption of the 28E Agreement, Bylaws, and any other rules and regulations previously approved by the Members. In the event Members have previously contributed sums to the treasury of the Authority any Political Subdivision desiring to join the Authority may be required to pay an assessment equal to or less than assessments or contributions previously paid by Members. New Members will be responsible to pay the costs of updating and filing any amendments to the 28E Agreement related to their new membership.

Adopted this 24 day of October, 2017. Signed: Attest: airperson

ecretárv ustes D. Hermen

#### Items 8.A & 8.H were amended as noted by members 4/30/2019

Signed:

Attest:

Signed Larry McDevitt, Chairperson

Douglas D. Herman, Secretary

#### 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 \$4,040 (Four Thousand Forty). 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.

#### MAQUOKETA RIVER WATERSHED MANAGEMENT AUTHORITY, Provider

Date of Signature: 12/18/2024

#### City of Monticello, Iowa

By: \_\_\_\_\_ Wayne Peach, Mayor

Date of Signature: \_\_\_\_\_

#### 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 areas 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, Provider

Ву:\_\_\_\_\_

Date of Signature: 12/26/24

City of Monticello, Iowa

By: \_\_\_

Wayne Peach, Mayor

Date of Signature: \_\_\_\_\_

Non-Restricted Income Sources	2024 Projected Income	2024 Actual Income	2025 Projected Income	2025 Actual Income
Jones County Supervisors	\$50,000	\$50,000	\$50,000	
City of Anamosa	\$15,000	\$15,000	\$15,000	
City of Monticello	\$15,000	\$15,000	\$15,000	
City of Cascade	\$2,000	\$2,000	\$2,000	
Other Public Investment	\$500	\$500	\$500	
Private Membership Investment	\$35,000	\$24,520	\$35,000	
Miscellaneous	\$500	\$1,388.36	\$500	
Total Non-Restricted Income	\$118,000	\$108,408	\$118,000	
<b>Restricted Income Sources</b>				
In-kind Office Space in Anamosa	\$4,000	\$4,000	\$4,000	
In-kind Office Space in Monticello	\$4,000	\$4,000	\$4,000	
Total Restricted Income	\$8,000	\$8,000	\$8,000	

Restricted Expenses	2024 Projected Expenses	2024 Actual Expenses	2025 Projected Expenses	2025 Actual Expenses
Employee Salary and Expense	\$86,000	\$81,649.95	\$88,000	
Cell Phone	\$1,100	999.17	\$1,100	
Accounting Services	\$2,000	\$1,996	\$2,000	
Insurance	\$2,000	\$1,783	\$2,000	
Website	\$500	\$123	\$500	
Office Supplies	\$1,000	\$100	\$1,000	
Advertising	\$6,000	\$2,841	\$5,000	
Event Committee	\$2,000	\$1,288.38	\$2,000	
Postage	\$990	\$750.92	\$900	
Dues & Memberships	\$7,000	\$7,345.70	\$4,000	
In-County Mileage	\$1,500	\$704.31	\$1,500	
Out of County Mileage	\$2,000	\$1,786.53	\$2,000	
Workshops/Conferences	\$3,000	\$3,533.54	\$5,000	
YP Memberships	\$500	\$100	\$100	
Finance Committee	\$0	\$0.00	\$0	
Membership Committee	\$0	\$0.00	\$700	
Ag Advisory Committee	\$500	\$0.00	\$500	
Strategic Planning Committee	\$500	\$143.94	\$1,000	
Miscellaneous	\$500	\$3,089.47	\$500	
Total Non-Restricted Expense	\$117,090	\$108,235.20	\$117,800	
Restricted Expenses				
In-kind Office Space in Anamosa	\$4,000	\$4,000	\$4,000	
In-kind Office Space in Monticello	\$4,000	\$4,000	\$4,000	
Total Restricted Expenses	\$8,000	\$8,000	\$8,000	
NON-RESTRICTED INCOME AFTER				
NON-RESTRICTED EXPENSE	\$910	\$172.80	\$200	

# **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 4<sup>th</sup> of July celebration that will be held on July 4, 2025. With your assistance with funding 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 Flashing Thunder.

Your donation is much appreciated!

Thank you,

Joe Bayne Monticello Fire Chief President: Monticello Firefighters of Iowa Organization.

Date: March 21, 2025

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

Date of Signature:

City of Monticello, Iowa

By: \_\_\_\_\_ Wayne Peach, Mayor

Date of Signature:

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.

#### 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

#### 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 \$4,838 (Four Thousand, Eight Hundred and Thirty-Eight Dollars). 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 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 SENIOR DINING, Provider

BY: Xiga Mall

Date of Signature: \_\_\_\_ 2/3

City of Monticello, Iowa

By: \_\_\_

Wayne Peach, Mayor

Date of Signature: \_\_\_\_\_

Explore

MABBUL

## WITH US JONES COUNTY TOURISM ASSOCIATION



#### WAYS TOURISM HELPS MONTICELLO

- Highlighting The Communities Resources to Tourists, Groups & Jones County Locals
- Facebook Posts Reaching over 196.7k Interactions in the past year
- Selective Marketing based off of Tourist Reports from Travel Iowa
- Input 8 Monticello locations on Travel Iowa map & 9 events .
- New Website with Community Specific Businesses and Recreational Places
- Live Videos of parks, restaurants, garden, recreational opportunities and story walk.

## **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.

## **TOURISM ACROSS MONTICELLO**

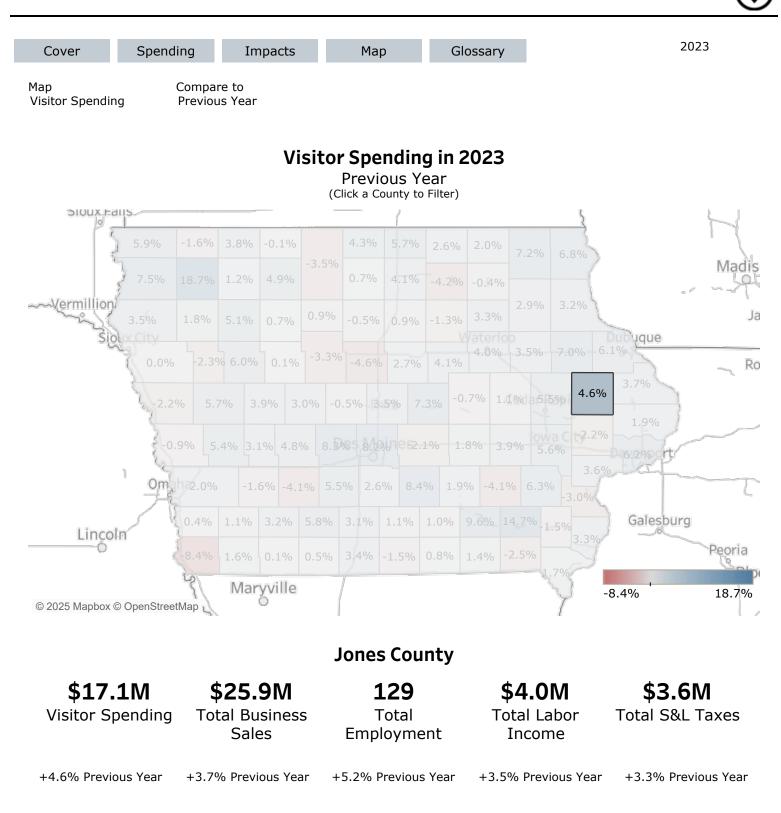
Total Trips- 26,711- Destination Trends(More then 50 miles away)

- Customized Ads reached every state over 3x's
  - 17.1 Million in Direct Visitor Spending in JC 🔎
    - 3.1 Million Recreational Spending in JC



## **Economic Impact of Tourism**

## **Jones County**



## SYMPHONY | TOURISM ECONOMICS



## **State Dispersion**

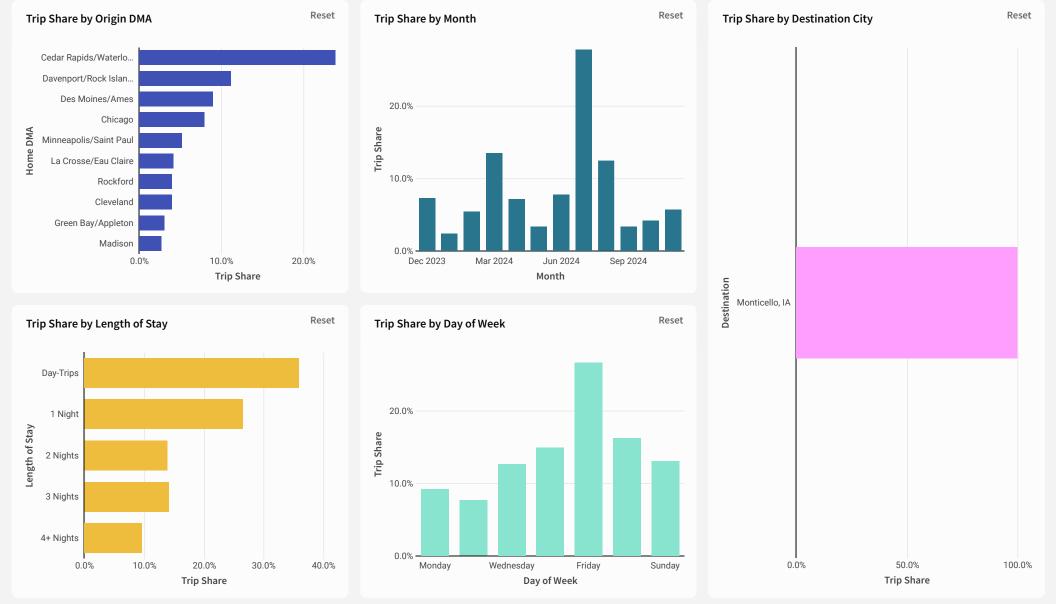
**Reset All Filters** 

Average Nights in Destination 1.5

↑ 7.1% vs Previous Year

Share of Day-Trips 35.9% 2.7% vs Previous Year Share of Overnights **64.1%** 

↑ 2.7% vs Previous Year



#### **Destination Trends Over Time**

Month F	Destination	Trips 🗧	Day-Trips	Overnights	Average Nights	Share of Day-Trips	Share of Overnights
Nov 2024	Monticello, IA	1,519	142	1,377	3.5	9.3%	90.7%
Oct 2024	Monticello, IA	1,105	357	748	0.8	32.3%	67.7%
Sep 2024	Monticello, IA	902	735	167	1.0	81.5%	18.5%

Month -	Destination	Trips	Day-Trips	Overnights	Average Nights	Share of Day-Trips	Share of Overnights
Aug 2024	Monticello, IA	3,330	433	2,897	2.2	13.0%	87.0%
Jul 2024	Monticello, IA	7,399	3,018	4,381	1.3	40.8%	59.2%
Jun 2024	Monticello, IA	2,078	614	1,464	1.6	29.5%	70.5%
May 2024	Monticello, IA	900	478	422	1.2	53.1%	46.9%
Apr 2024	Monticello, IA	1,892	960	932	0.7	50.7%	49.3%

Last Updated: Nov 30, 2024

#### Dear City of Monticello Mayor and Council,

The Monticello Chamber of Commerce is requesting \$10,000 in funding from the City of Monticello to support tourism initiatives. Specifically, these funds will be allocated towards updating signage at key entry points to Monticello: the North end of town by the yard waste management site, and the South end of town by the Amber Road Exit.

Currently, the existing signage presents several limitations. The tan, text-heavy design fails to capture the attention of passing motorists, hindering wayfinding and diminishing the city's visual appeal. The goal of this project is to amend this by implementing contemporary, visually engaging signage that showcases Monticello's vibrant personality and encourages travelers to explore the area.

This initiative aligns strategically with Monticello Main Street's efforts to enhance wayfinding throughout the Downtown Monticello area. By improving the initial impression of Monticello, we anticipate an increase in visitor traffic. This influx of visitors will directly benefit local businesses, increasing economic growth within the community.

Furthermore, the refresh of the gateway signage will contribute to a positive shift in the perception of Monticello. This enhanced perception will play a role in attracting prospective residents and employees, contributing to long-term community development. We believe that this investment in tourism infrastructure will help sustain the positive momentum of various coordinating efforts in Monticello.

We are prepared to provide a detailed project proposal, including design specifications and budget breakdowns, upon your request. We welcome the opportunity to discuss this request further and answer any questions you may have.

Thank you for your consideration.

#### Sincerely,

The MACC Board of Directors & Megan Beaman Executive Director Monticello Area Chamber of Commerce 319-465-5626 | chamber@macc-ia.us Dear Monticello Mayor and City Council,

The Monticello Main Street organization would kindly request \$40,000 in funding to support the continuation of our partnership and ongoing downtown revitalization efforts over the next year.

Over the past three years, we have made significant progress in enhancing downtown Monticello. Key achievements include:

- **Community Events:** Successful establishment and expansion of the downtown holiday tree lighting, and impactful events like Chocolate on Main, Monti Days, and Monti in Motion, which drive local business and attract visitors. We've also enjoyed the partnership role in Holiday on 1st.
- **Business Support:** Facilitated Main Street Iowa design assistance for 10 businesses, aiding in improved design and budgeting. Succession planning for several staple businesses nearing retirement.
- Infrastructure Improvements: Collaborative work on signage code improvements, resulting in visible positive changes such as the Muddy Boots blade sign, Gingham Dog, and Monticello Custom Interiors.
- Increased Engagement: Growing recognition and engagement from downtown businesses, reflecting our role as a key resource. Over the last 3 years visits to the downtown have increased by 48.8% culminating in 688,000 visits to the Main Street District in 2024!

Our focus remains on strengthening the downtown as an economic hub. We are actively planning a comprehensive wayfinding signage project, crucial for improving navigation for visitors and new residents. This project's design phase and initial implementation are planned for 2025, with completion in 2026.

We are confident that continued investment in Monticello Main Street will yield significant returns for our community. We appreciate your ongoing support and look forward to further collaboration.

Sincerely,

The Monticello Main Street Organization