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Batch: 061523PAY,061923PAY,062023PAY,062123PAY,062223PAY,062823PAY,062823PAY-
2,062923PAY,070323PAY,070723PAY,071123PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
1110 CHECKING					
471 e	06/23/23	EFTPS			
G 112-2123		MEDICARE W/H TAX	\$411.84		JUNE PAYROLL TAXES
G 112-2122		FICA W/H TAX	\$1,760.96		JUNE PAYROLL TAXES
G 112-2121		FEDERAL W/H TAX	\$1,141.01		JUNE PAYROLL TAXES
		Total	\$3,313.81		
472 e	06/23/23	IOWA DEPARTMENT OF REVENUE			
G 112-2124		STATE W/H TAX	\$480.80		JUNE STATE W/H
		Total	\$480.80		
473 e	06/23/23	IPERS			
G 112-2125		IPERS	\$2,122.58		JUNE RETIREMENT
		Total	\$2,122.58		
474 e	06/22/23	PEPSI CO			
E 180-4040-6514		MISCELLANEOUS	\$744.98		CONCESSION SUPPLIES
		Total	\$744.98		
475 e	07/12/23	CAPITAL ONE			
E 180-4040-6514		MISCELLANEOUS	\$546.81	1649343724	CONCESSION SUPPLIES
E 610-8015-6506		OFFICE SUPPLIES	\$1.40	1649343724	SUPPLIES
		Total	\$548.21		
476 e	07/17/23	IOWA DEPT OF REVENUE			
E 630-8020-6418		TAX EXPENSE	\$1,619.58		SALES TAX
E 610-8015-6418		TAX EXPENSE	\$88.85		SALES TAX
		Total	\$1,708.43		
477 e	07/13/23	RESALE POWER GROUP OF IOWA			
E 630-8020-6495		PURCHASE OF ELECTRI	\$47,339.52	01-50830	PURCHASE ELECTRICITY
		Total	\$47,339.52		
478 e	07/07/23	SIRWA			
E 001-4030-6374		WATER/SEWER EXP	\$62.54	AFTON03	WATER
E 001-4050-6374		WATER/SEWER EXP	\$21.20	AFTON03	WATER
E 001-4060-6374		WATER/SEWER EXP	\$21.20	AFTON03	WATER
E 001-6050-6374		WATER/SEWER EXP	\$42.40	AFTON03	WATER
E 610-8015-6374		WATER/SEWER EXP	\$21.20	AFTON03	WATER
		Total	\$168.54		
479 e	07/05/23	VERIZON WIRELESS			
E 001-1010-6507		OPERATING SUPPLIES	\$40.05	9937457301	POLICE INTERNET
		Total	\$40.05		
480 e	07/20/23	WINDSTREAM			
E 001-6050-6373		TELECOMMUNICATIONS	\$149.08	75771825	PHONE SYSTEM
		Total	\$149.08		
481 e	07/26/23	CASEYS BUSINESS MASTERCARD			
E 001-1010-6331		VEHICLE OPERATIONS	\$240.30	BY715	GAS
		Total	\$240.30		

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
482 e	07/28/23	WINDSTREAM			
E 001-6050-6373		TELECOMMUNICATIONS	\$168.38	091216324	INTERNET
E 001-6050-6373		TELECOMMUNICATIONS	\$184.38	091216324	INTERNET
		Total	\$352.76		
33073	06/15/23	AFTON FIRE DEPARTMENT			
E 110-2010-6514		MISCELLANEOUS	\$750.00		STREET WASHING
		Total	\$750.00		
33074	06/15/23	CITY OF LAMONI			
E 180-4040-6514		MISCELLANEOUS	\$20.00		BOYS MINOR BASEBALL TOURN ENTRY FEE
		Total	\$20.00		
33075	06/15/23	ZACH CLEAR			
E 180-4040-6505		OTHER EQUIPMENT	\$171.14		REIMB BALL EQUIPMENT SUPPLIES
E 180-4040-6514		MISCELLANEOUS	\$30.00		REIMB MURRAY MINOR BB TOURN ENTRY FEE
		Total	\$201.14		
33076	06/20/23	BROWN TRUCK LEASING CORP			
E 110-2010-6332		VEHICLE REPAIR	\$20.77	2306371	REPAIRS TO PLOW TRUCK
		Total	\$20.77		
33077	06/20/23	PAULUS CONCRETE LLC			
E 001-4030-6499		OTHER CONTRACTUAL	\$4,500.00		PARK SIDEWALK CONSTRUCTION
E 001-4030-6499		OTHER CONTRACTUAL	(\$4,500.00)		PARK SIDEWALK CONSTRUCTION
E 001-2010-6499		OTHER CONTRACTUAL	\$4,500.00		PARK SIDEWALK CONSTRUCTION
		Total	\$4,500.00		
33078	06/20/23	PETTY CASH			
E 001-4030-6514		MISCELLANEOUS	\$9.30		TOILET REPAIR PART
E 001-6050-6508		POSTAGE/SHIPPING	\$8.37		POSTAGE
E 180-4040-6514		MISCELLANEOUS	\$22.94		BALL SUPPLIES
		Total	\$40.61		
33079	06/20/23	UNION COUNTY RECORDER			
E 001-6050-6405		COURT & RECORDING F	\$7.00		RECORDING FEE ON NUISANCE ASSESSMENT
		Total	\$7.00		
33085	06/22/23	BOMGAARS			
E 001-4030-6514		MISCELLANEOUS	\$79.65		SUPPLIES
E 001-1010-6181		ALLOWANCES - UNIFOR	\$39.98		UNIFORMS
E 610-8015-6514		MISCELLANEOUS	\$26.98		SUPPLIES
E 610-8015-6181		ALLOWANCES - UNIFOR	\$34.99		UNIFORMS
		Total	\$181.60		
33086	06/28/23	DERRICK LEAR			
E 160-5020-6514		MISCELLANEOUS	\$305.10		EXTERIOR BEAUTIFICATION GRANT-WINDOW
		Total	\$305.10		
33087	06/28/23	THIS WEEKS PROJECTS			
E 001-1010-6181		ALLOWANCES - UNIFOR	\$21.40		POLICE LOGO ON UNIFORMS
		Total	\$21.40		

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
33088	06/29/23	SOUTHWEST IOWA PLANNING COUNCIL			
E 301-7500-6499		OTHER CONTRACTUAL	\$31,889.00		STATEMENT CDBG HOUSING PROJECT - GAX 6
		Total	\$31,889.00		
33089	07/03/23	ACCESS SYSTEMS			
E 001-6050-6506		OFFICE SUPPLIES	\$53.06	INV1391165	COPIER QTRLY MAINT CONTRACT
E 610-8015-6506		OFFICE SUPPLIES	\$53.06	INV1391165	COPIER QTRLY MAINT CONTRACT
E 630-8020-6506		OFFICE SUPPLIES	\$53.06	INV1391165	COPIER QTRLY MAINT CONTRACT
		Total	\$159.18		
33090	07/03/23	AFTON STAR ENTERPRISE			
E 001-4050-6514		MISCELLANEOUS	\$84.00		JUN & JUL PERM PLANTING AD
E 001-6050-6414		PRINTING & PUBLISHIN	\$359.88		PUBLICATIONS
E 630-8020-6514		MISCELLANEOUS	\$157.09		GRAIN BIN NOTIFICATION AD
		Total	\$600.97		
33091	07/03/23	BANYON DATA SYSTEMS			
E 001-4050-6514		MISCELLANEOUS	\$295.00	00164012	ANNUAL SOFTWARE SUPPORT CONTRACT
E 001-6020-6490		OTHER PROF SERV EXP	\$840.00	00164012	ANNUAL SOFTWARE SUPPORT CONTRACT
E 610-8015-6490		OTHER PROF SERV EXP	\$937.50	00164012	ANNUAL SOFTWARE SUPPORT CONTRACT
E 630-8020-6514		MISCELLANEOUS	\$1,332.50	00164012	ANNUAL SOFTWARE SUPPORT CONTRACT
		Total	\$3,405.00		
33092	07/03/23	DAKOTA SUPPLY GROUP			
E 110-2010-6507		OPERATING SUPPLIES	\$762.95	S102808204.	STIPING PAINT
		Total	\$762.95		
33093	07/03/23	EAST UNION HS BOYS BASEBALL			
E 180-4040-6514		MISCELLANEOUS	\$368.00		SUMMER BALL PROGRAM HELP
		Total	\$368.00		
33094	07/03/23	ECHO GROUP INC			
E 180-4040-6514		MISCELLANEOUS	\$38.70	S010109154.	BALL FIELD LIGHTS
E 180-4040-6514		MISCELLANEOUS	\$46.44	S01019352.0	BALL FIELD LIGHTS
		Total	\$85.14		
33095	07/03/23	GREEN VALLEY PEST CONTROL/LAWN CARE			
E 001-4050-6499		OTHER CONTRACTUAL	\$3,551.86	251464	JUNE CEMETERY MOWING
		Total	\$3,551.86		
33096	07/03/23	IOWA CODIFICATION INC			
E 001-6020-6491		ORDINANCES	\$76.00	2023-IC-0185	ORD#266
		Total	\$76.00		
33097	07/03/23	IOWA LEAGUE OF CITIES			
E 001-6020-6210		ASSOCIATION DUES	\$863.00	099179	ANNUAL DUES
		Total	\$863.00		
33098	07/03/23	IOWA ONE CALL			
E 610-8015-6514		MISCELLANEOUS	\$54.45	251286	LOCATES
E 630-8020-6514		MISCELLANEOUS	\$54.45	251286	LOCATES
		Total	\$108.90		

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
33099	07/03/23	IOWA PRISON INDUSTRIES			
E 110-2010-6507		OPERATING SUPPLIES	\$126.40	035993	PARKING SIGNS
		Total	\$126.40		
33100	07/03/23	MAINSTAY SYSTEMS OF IOWA LLC			
E 001-1010-6507		OPERATING SUPPLIES	\$384.00	1715	LAPTOP MAINT CONTRACT
		Total	\$384.00		
33101	07/03/23	MEGGEN L WEEKS PLC			
E 001-6050-6411		LEGAL EXPENSE	\$66.00	2081	LEGAL FEES
		Total	\$66.00		
33102	07/03/23	NAPA			
E 610-8015-6331		VEHICLE OPERATIONS	\$68.26	165270	PICKUP TRUCK MAINT SUPPLIES
		Total	\$68.26		
33103	07/03/23	SOUTHERN IA COUNCIL OF GOV			
E 001-6020-6210		ASSOCIATION DUES	\$1,616.90	1	ANNUAL DUES
		Total	\$1,616.90		
33104	07/03/23	SOUTHWEST IOWA REC			
E 630-8020-6499		OTHER CONTRACTUAL	\$209.24	20230128	QTRY SUBSTATION INSPECTION
E 630-8020-6499		OTHER CONTRACTUAL	\$1,234.54	20230145-7/1	ELEC LABOR & TRUCK FEES
E 630-8020-6505		OTHER EQUIPMENT	\$5.94	20230147	ELEC PARTS
		Total	\$1,449.72		
33105	07/03/23	STATE HYGIENIC LABORATORY			
E 610-8015-6490		OTHER PROF SERV EXP	\$58.00	258411	LAGOON TEST SAMPLES
		Total	\$58.00		
33106	07/03/23	TROPHY SHOP			
E 180-4040-6514		MISCELLANEOUS	\$129.00	10369/10376	TROPHIES
		Total	\$129.00		
33112	07/07/23	IAMU			
E 630-8020-6425		ENERGY ASSESSMENT	\$142.80	28342	SUMMER ENERGIZERS
		Total	\$142.80		
33113	07/07/23	INNOVATIVE INDUSTRIES INC			
E 001-4060-6310		BLDG MAINT & REPAIR	\$90.00	SE-8908	JUNE COMM CTR CLEANING
		Total	\$90.00		
33114	07/07/23	JIMS SANITATION			
E 001-2090-6499		OTHER CONTRACTUAL	\$5,698.69	47598	GARBAGE/RECYCLING
		Total	\$5,698.69		
33115	07/07/23	MATURA ACTION CORPORATION			
R 630-8020-1-4500		CHARGES/FEES FOR S	\$132.14		UNUSED LIHEAP- J GREEN
		Total	\$132.14		
33116	07/07/23	PRAIRIE SOLID WASTE AGENCY			
E 001-2090-6413		PAYMENTS TO OTHER	\$4,370.00		ANNUAL PER CAPITA ASSESSMENT
		Total	\$4,370.00		

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
33117	07/07/23	UNITED FARMERS COOPERATIVE			
E 001-4030-6514		MISCELLANEOUS	\$88.54	2843	GAS
E 110-2010-6331		VEHICLE OPERATIONS	\$153.31	2843	GAS
E 610-8015-6331		VEHICLE OPERATIONS	\$93.94	2843	GAS
		Total	\$335.79		
33118	07/07/23	USIC LOCATING SERVICES, LLC			
E 630-8020-6499		OTHER CONTRACTUAL	\$223.66	596699	LOCATES-JUNE
		Total	\$223.66		
33119	07/11/23	CARD SERVICES			
E 180-4040-6514		MISCELLANEOUS	\$21.48	6949	GAS
E 001-6050-6506		OFFICE SUPPLIES	\$1.19	6949	EMAIL BILLING
E 610-8015-6506		OFFICE SUPPLIES	\$1.20	6949	EMAIL BILLING
E 630-8020-6506		OFFICE SUPPLIES	\$1.20	6949	EMAIL BILLING
		Total	\$25.07		
33120	07/11/23	MADISON NATIONAL LIFE INS CO			
G 112-2128		SUPPLEMENTAL LIFE IN	\$16.00	1569095	SUPPLEMENTAL LIFE INS
E 112-1010-6183		ALLOWANCES - MEDICA	\$10.75	1569095	LIFE INS
E 110-2010-6150		GROUP INSURANCE	\$2.53	1569095	LIFE INS
E 112-2010-6183		ALLOWANCES - MEDICA	\$2.53	1569095	LIFE INS
E 112-6020-6183		ALLOWANCES - MEDICA	\$5.38	1569095	LIFE INS
E 610-8015-6183		ALLOWANCES - MEDICA	\$5.15	1569095	LIFE INS
E 630-8020-6183		ALLOWANCES - MEDICA	\$5.27	1569095	LIFE INS
		Total	\$47.61		
1110 CHECKING			\$120,090.72		

Fund Summary**1110 CHECKING**

001 GENERAL FUND	\$24,033.35
110 ROAD USE TAX	\$1,815.96
112 EMPLOYEE BENEFIT	\$5,951.85
160 ECONOMIC DEVELOPMENT	\$305.10
180 RECREATION FUND	\$2,139.49
301 CAPITAL PROJECT FUNDS	\$31,889.00
610 SEWER FUND	\$1,444.98
630 ELECTRIC FUND	\$52,510.99
	\$120,090.72

June 13, 2023

The Afton City Council met in regular scheduled session at 6:30 PM June 13, 2023. Mayor Burger presided with Council members Dave Cunningham, Mary Hill, Kristie Nixon, Steve Kinyon, and Jeff Burger present.

Kinyon moved to approve the agenda and Nixon seconded the motion. All voted aye. Motion carried. Kinyon moved to approve the consent agenda which consisted of the minutes of May 9, 2023 meeting, report of the City Clerk/Treasurer, Afton Police Department and the following bills. Burger seconded the motion. All voted aye. Motion carried.

Employees	Gen/RU/Sr/Elec-Payroll	5,038.75
Pepsi	Rec-Concession Supplies	526.52
Card Services	Gen/Sr/Elec/Rec-Supplies	431.39
East Union Schools	Rec-Reimb. Concession Supplies	1,115.14
Jim's Sanitation	Gen-Garbage/Recycling-April	5,696.58
Kayla Weeks	Rec-Refund Coach Pitch Reg	30.00
Madison National Life Ins.	EB/RU/Sr/Elec-Life Ins/Suppl.	47.61
MidAmerican Energy	Gen/Sr-Gas	68.20
Ripperger Auto	Sr/RU-Tractor Battery	398.00
Southwest Iowa REC	Rec-Ballfield Electricity	69.00
Wellmark BC/BS	EB/RU/Sr/Elec-Health Ins	2,016.43
Employees	Gen/RU/Sr/Elec-Payroll	4,915.75
Windstream	Gen-Internet	329.74
941 Payment	Gen/RU/Sr/Elec-May Payroll Taxes	3,178.51
Deluxe Business Products	Gen/Sr/Elec-Deposit Tickets	93.70
Iowa Dept. of Revenue	Gen/RU/Sr/Elec-May State W/H	473.66
IPERS	Gen/RU/Sr/Elec-May Retirement	2,097.53
Iowa DNR	Sr-Wastewater License Renewal	61.50
Pepsi	Rec-Concession Supplies	316.34
Podium Ink	Rec-Ball Uniforms	2,714.06
Weaver Meats	Rec-Concession Supplies	385.40
Central Bank	Elec.Skg.-Loan Prin. & Int. Pmt.	81,323.00
Iowa Finance Authority	Sr.Skg.-Loan Prin. & Int. Pmt.	20,130.00
RPGI	Elec-Purchase Electricity	39,360.43
SIRWA	Gen/Sr-Water	127.20
Verizon Wireless	Gen-Police Internet	40.01
Caseys Business M/C	Gen-Gas	135.74
Iowa Dept. of Revenue	Sr/Elec-Sales Tax	1,374.92
Windstream	Gen-Phone System	149.08
Windstream	Gen-Internet	338.17
Allan & Toni Landers	Econ.Dev-Ext. Beautification Grant	500.00
Angie Wimber	Econ.Dev-Ext. Beautification Grant	500.00
Bomgaars	Gen-Supplies	36.37
Bruce & Michelle Jones	Econ.Dev-Ext. Beautification Grant	190.83
Capital One	Gen/Sr/Elec/Rec-Supplies	277.46

City of Lamoni	Rec-Boys/Girls Ball Tourn Fee	40.00
Core-Mark MidContinent	Rec-Concession Supplies	702.85
Daivid McNeill	Elec-Remove Dead Ash in R-O-W	2,250.00
Green Valley Pest Control	Gen/Rec-Pet Control/Mowing	3,657.26
Hometown Insurance	Gen/Sr/Elec-Ins Audit Adjustments	296.00
Iowa Codification	Gen-Codify Ord. 265	76.00
Jeanne Bryson	Econ.Dev-Ext. Beautification Grant	500.00
Jim's Sanitation	Gen-Garbage/Recycling – May	5,696.58
Kayla Weeks	Econ.Dev-Ext. Beautification Grant	500.00
Meggen L. Weeks PLC	Gen-Legal Fees	132.00
Quill	Gen/Sr/Elec-Office Supplies	187.74
Radar Road Tec	Gen-2 Radar Certs	70.00
SW Iowa REC	Elec-Repairs	864.67
State Hygienic Lab	Sr-Lagoon Sample Tests	196.00
Warren Tire	RU-Tractor Tire	216.00
Employees	Gen/Sr/Elec/RU-Payroll	5,155.59
Mayor	Gen-2 nd Qtr. Mayor Payroll	461.75
Afton Star	Gen-Publications & Ads	438.52
Frank Dunn Co.	RU-Pallet of Cold Patch	949.00
Innovative Industries	Gen-Comm. Ctr Cleaning-May	90.00
Jennifer Seales	Econ.Dev-Ext. Beautification Grant	500.00
Quill	Gen/Sr/Elec-Office Supplies	159.33
Southwest Iowa REC	Elec-Electric Repairs	1,087.20
United Farmers Coop	Gen/RU/Sr-Gas & Weed Killer	756.62
USIC Locating	Elec-Locates for May	356.50
Pepsi Co.	Rec-Concession Supplies	428.12
Card Services	Gen/Sr/Elec/Rec-Supplies/Equip.	2,313.90
Lynam Lawncare	Gen-Spray Park & Entrance	185.00
Madison National Life	Gen/EB/Sr/Elec-Life Ins.	47.61
MidAmerican Energy	Gen/Sr-Gas	27.24
Wellmark BC/BS	EB/RU/Sr/Elec-Health Ins.	2,016.43
Wilkey Tree & Turf	Gen-Treat 3 Ash Trees	860.00
Weaver Meats	Rec-Concession Supplies	264.90
SW Iowa REC	Rec-Ballfield Electric	69.00
TOTAL		\$ 206,038.83

General Fund	\$ 18,982.83	Road Use	1,809.72
Employee Benefit	8,053.26	Economic Development	2,690.83
Recreation	9,682.76	Sewer Fund	1,527.10
Sewer Sinking	20,130.00	Electric	46,267.49
Electric Sinking	81,323.00	Payroll	15,571.84
		TOTAL	\$ 206,038.83

RECEIPTS:

General	\$ 12,669.27	Road Use	10,865.15
Employee Benefit	403.57	LOST	12,869.96

Walking Trail	10,000.00	Recreation	2,840.51
Capital Equipment	1.50	Perpetual Care	160.00
Sewer	7,474.85	Sewer Sinking	3,115.80
Sewer Reserve	10.63	Electric	58,853.24
Electric Sinking Fund	13,627.50	Meter Deposit	<u>233.02</u>
		TOTAL	\$133,125.00

PUBLIC HEARING:

At 6:30 PM Mayor Burger announced it was time for the public hearing on the intent to file an application with the USDA Rural Development for financial assistance to purchase a storm siren at the recreation complex. Comments at meeting: Connie Kerrigan stated it was a good idea and Crystal Tomas said it was a good thing as sirens can't be heard in that area at school. There were no comments received at City Hall. Mayor Burger closed the public hearing at 6:31 PM.

At 6:31 PM Mayor Burger announced it was time for the public hearing on the matter of vacating, closing and conveying a portion of W. Washington Street between S. Clayton and S. Pierce Streets. The Council will consider selling south half to Alex & Candace Ripperger and north half to David Love Estate. As consideration for the conveyance, the proposed buyers have agreed to pay all costs incurred. No comments were received at the hearing meeting and none had been received at City Hall. Mayor Burger closed the public hearing at 6:32 PM.

NEW BUSINESS:

Council Representative for Greenlawn Board of Trustees Nixon gave an update to the council regarding 9/2022 Board discussion to remove permanent plantings and giving over 1 year's notices to have them removed by families. They held a public meeting on Sunday, 6/11 where 50-70 people attended and 12 spoke about plantings and other issues. They are considering other open areas for permanent plantings like trees. Board will take comments received into consideration at their next meeting. There were 9 people present from the 'Save the Peonies' group and 4 Greenlawn Board members in attendance. Several questions and ideas were discussed and a list of questions passed out.

Sheri Tomas & Quynn were present to discuss their Livestock Permit Application. They would like to have a 3-years permit for 15 4H broiler chickens each year. Cunningham moved to approve a 3-year permit and Burger seconded the motion. All voted in favor and the motion carried.

Hill moved to approve Jeneane Williams Livestock Permit Application for 4-6 hen and Nixon seconded the motion. All voted in favor and the motion carried.

RESOLUTIONS/ORDINANCES:

Nixon moved to approve Resolution 2023-18 RESOLUTION TO SPECIAL ASSESS NUISANCE ABATEMENT CHARGES DUE TO NON-PAYMENT BY PROPERTY OWNER. Burger seconded the motion. Roll call votes of ayes: Cunningham, Hill, Nixon, Kinyon and Burger. Motion carried.

Hill moved to approve Resolution 2023-19 RESOLUTION OF THE CITY COUNCIL OF CITY OF AFTON AGREEING TO APPLY FOR FINANCIAL ASSISTANCE WITH USDA, RURAL DEVELOPMENT TO FINANCE AFTON STORM SIREN. Kinyon seconded the motion. Roll call votes of ayes: Burger, Hill, Cunningham, Kinyon and Nixon. Motion carried.

Hill moved to approve Resolution 2023-20 RESOLUTION APPROVING CONVEYANCE OF REAL ESTATE TO ALEX & CANDACE RIPPERGER & DAVID LOVE ESTATE. Cunningham seconded the motion. Roll call votes of ayes: Nixon, Hill, Burger, Kinyon and Cunningham. Motion carried.

Hill moved to place Ordinance No. 266 AN ORDINANCE VACATING AND CLOSING CERTAIN PORTION OF W. WASHINGTON STREET LOCATED WITHIN THE CITY OF AFTON, UNION COUNTY, IOWA on its first reading. Cunningham seconded the motion. Roll call votes of ayes: Kinyon, Nixon, Burger, Cunningham and Hill. Motion carried.

Cunningham moved to waive the 2nd and 3rd reading of Ordinance No. 266. Nixon seconded the motion. Roll call votes of ayes: Burger, Cunningham, Nixon and Kinyon. Nay: Hill. Motion carried.

Nixon moved to approve Ordinance No. 266 and Burger seconded the motion. Roll call votes of ayes: Burger, Nixon, Cunningham and Kinyon. Nay: Hill. Motion carried.

Hill moved to approve Resolution 2023-21 A RESOLUTION AUTHORIZING THE CITY CLERK TO MAKE THE APPROPRIATE INTERFUND TRANSFER OF SUMS AND RECORD THE SAME IN THE APPROPRIATE MANNER FOR THE FY2023 FOR THE CITY OF AFTON, IOWA. Kinyon seconded the motion. Roll call votes of ayes: Hill, Nixon, Kinyon, Burger and Cunningham. Motion carried.

Nixon moved to approve Resolution 2023-22 RESOLUTION SETTING SALARIES FOR APPOINTED CITY OFFICERS AND EMPLOYEES FOR THE FISCAL YEAR 2023-24 (8% everyone and 11% to Jesse). Burger seconded the motion. Roll call votes of ayes: Kinyon, Cunningham, Hill, Nixon and Burger. Motion carried. (Landers \$61,215/yr., McGuire \$53,860/yr., Shade \$25.00/hr., Walter \$20.25/hr., Chenoweth \$17.30/hr.)

Hill moved to approve Resolution 2023-23 A RESOLUTION TO PARTICIPATE IN THE PLANNING AND DEVELOPMENT PROGRAMS OF THE SOUTHERN IOWA COUNCIL OF GOVERNMENTS. Nixon seconded the motion. Roll call votes of ayes: Nixon, Burger, Hill, Cunningham and Kinyon. Motion carried.

OLD BUSINESS:

Clerk Landers gave an update on the Park Sidewalk Project. SCICF grant of \$2,000 received and contractor started project yesterday so it will be completed this fiscal year and the budgeted LOST sidewalk money can cover balance of project.

Nixon moved to approve payment of CDBG Housing Grant GAX#6 for \$31,889 when grants fund come in. Cunningham seconded the motion. All voted in favor and the motion carried.

NEW BUSINESS:

Burger moved to approve the Outdoor Liquor License for El Ranchito on June 23, 2023 for street dance. Hill seconded the motion. All voted in favor and the motion carried.

Cunningham moved to approve Casey's General Store Alcohol License renewal. Burger seconded the motion. All voted in favor and the motion carried.

Clint Haight's resignation from the Recreation Board was reviewed. The board does not have a replacement to be approved yet.

Nixon moved to pay out the completed projects on the Exterior Beautification grants exception of 111 W. Filmore and to pay if they complete by 6/28. Burger seconded the motion. All voted in favor and the motion carried.

Nixon moved to donate \$750 to the Afton Volunteer Fire Department for cleaning the street last month. Burger seconded the motion. All voted in favor and the motion carried.

Council discussed the new Fiscal Year 2023-24 Exterior Beautification Grant and the Sidewalk Assistance Grant programs. Nixon moved to approve the Exterior Beautification Grant program with house color approvals and not the sidewalk individual grants. Kinyon seconded the motion. All voted in favor and the motion carried. \$500 Exterior Beautification Grants up to at max of \$5,000 and \$5,000 sidewalk budgeted funds will be used as seen by a committee.

Council reviewed bids from F&M Carpentry and PC Construction for siding replacement on the north and west side of community center and fixing piece under front south window. Hill moved to approve low bid from PC Construction of \$9,195.10 for LP Smart Side Expert Finish siding and Burger seconded the motion. All in favor and the motion carried.

Clerk Landers updated Council on Recreation Board project to expand concession stand with goals of adding additional bathroom and storage area. The board received a \$20,000 SCICF Union County grant. They will start after ball season using volunteers and try to get as much done as possible. If more funds are needed, they will apply for a Dekko grant. Kinyon moved to approve the project and Burger seconded the motion. All in favor and the motion carried.

Nixon moved to adjourn and Burger seconded the motion. All voted in favor and the Council adjourned at 7:55 PM.

Michelle Burger, Mayor

ATTEST: _____
Toni Landers, City Clerk

CLERK/TREASURER'S REPORT
MONTH OF JUNE 2023

FUNDS	BALANCE	RECEIPTS	DISBURSE- MENTS	CLERKS BALANCE	INVESTMENTS CD'S	PETTY CASH	OUTSTANDING WARRANTS	TREASURER'S BALANCE
General	10963.18	91360.21	25218.03	77105.36	27500.00	150.00	4939.40	54394.76
Road Use	89850.82	13492.72	3404.49	99939.05	20000.00	0.00	0.00	79939.05
Employee Benefit	24598.45	255.91	2363.08	22491.28	20000.00	0.00	0.00	2491.28
Sick Leave	5851.46	4.74	0.00	5856.20	5400.00	0.00	0.00	456.20
Sewer	91407.17	7603.09	6859.92	92150.34	83700.00	0.00	(142.00)	8308.34
Electric	1002191.34	59364.99	63197.29	998359.04	947000.00	0.00	20.00	51379.04
Electric Sinking	120980.50	13658.18	81323.00	53315.68	50000.00	0.00	0.00	3315.68
Meter Deposit	18476.09	238.17	0.00	18714.26	17000.00	0.00	0.00	1714.26
Capital Equipment	7208.28	5000.00	0.00	12208.28	2000.00	0.00	0.00	10208.28
Capital Project	(80.41)	31889.00	31808.59	0.00	0.00	0.00	31889.00	31889.00
Sewer Reserve	42214.87	73.16	0.00	42288.03	42000.00	0.00	0.00	288.03
Sewer Sinking	48324.55	3146.05	20130.00	31340.60	20000.00	0.00	0.00	11340.60
Sewer Improvement	14767.97	38.10	0.00	14806.07	14500.00	0.00	0.00	306.07
Emergency	147.22	0.00	147.22	0.00	0.00	0.00	0.00	0.00
Tyler Cemetery Fund	25660.80	296.60	7865.00	18092.40	18063.80	0.00	0.00	28.60
Huss Cemetery Funds	11841.74	1.89	0.00	11843.63	11000.00	0.00	0.00	843.63
Walking Trail Fund	13356.51	0.95	0.00	13357.46	500.00	0.00	0.00	12857.46
Recreation Fund	18338.38	26339.95	5047.56	39630.77	10000.00	0.00	201.14	29831.91
L.O.S.Tax	412626.27	10874.29	79995.26	343505.30	310000.00	0.00	0.00	33505.30
Economic Developmer	(1499.33)	4495.26	2995.93	0.00	0.00	0.00	0.00	0.00
Totals	1957225.86	268133.26	330355.37	1895003.75	1598663.80	150.00	36907.54	333097.49
Cemetery Perp. Care	73981.86	241.60	0.00	74223.46	72620.00	0.00	0.00	1603.46

Afton Police Report

Arrest: ____

Traffic stops: 7

Nuisances: ____ See report ____

Other:

Assisted Sheriff's Office

M.J.E.T Training

Assisted Creston PD

June

1. Information only
2. Complaint on neighbor's camera
3. Complaint on United Farmers Coop's camera
4. Spoke with gentlemen that was called in about riding his atv in someone's yard.
5. Traffic stop
6. Suspicious person
7. Traffic stop
8. Welfare check
9. Escort at 705 E Filmore St
10. Spoke with 608 E Filmore on not having dogs proof of rabies taken care.
11. 100 S Douglas 7-day mowing and cleaning up yard.
12. Traffic stop
13. Traffic stop
14. Assisted Creston PD on search for subject that took off on foot.
15. Assisted Sheriff's Department on Assistance call
16. Traffic stop
17. Meeting with County Attorney
18. Turned paperwork into County Attorney on Chase Ditzler
19. Assisted Sheriff's Department on felony warrant check.
20. Information only
21. Traffic stop
22. Contacted Mick Amos about getting a amount set up so they could charge Chase with restitution
23. Contacted mainstay to get my GPS fixed.
24. Traffic stop
25. Spoke with county attorney about Russell Rice's case.
26. Helped Jesse set pole for new signs at rec ball fields.
27. Spoke with School about getting information on a case.

July

Sandy at SWIPCO

CITY OF AFTON

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Afton City Council will conduct a public hearing concerning the 20-HSG-016 Community Development Block Grant Project. This project is for owner-occupied housing rehabilitation. The city received a \$334,000 grant from the Iowa Economic Development Authority to assist 8 income eligible homes in Afton. This project completes a stated priority of the City of Afton and benefits low-moderate income residents. Public comment will be received at the meeting, or in writing up to the time of the meeting. The meeting will be held at Afton City Hall, 115 E. Kansas Street, Afton, IA 50830, on Tuesday, July 11, 2023, at 6:30 PM. Should you have any questions prior to the meeting, please call Sandy Hansen, Housing Grants Manager, at Southwest Iowa Planning Council at 712-243-4196. Written comments will be received until the day of the meeting at Afton City Hall, 115 E. Kansas Street, Afton, IA 50830

Toni Landers
Afton City Clerk

Public Hearing of Status of Funded Activities Minutes

July 11, 2023 6:30 PM: Afton City Hall, Afton, Iowa

Public hearing called to order by the mayor:

Present:

Absent:

SWIPCO presented information on the status of Community Development Block Grant project 20-HSG-016, the Owner-Occupied Housing Rehabilitation project. It was reported that the housing project was approximately 50% complete and the anticipated end date for the project is July 31, 2023.

The city received a total of \$334,000 for the housing project. To date, \$164,660 has been spent. The city's local match is \$0.

The project beneficiaries for the housing project are the residents of the City of Afton, 100% of whom are of low to moderate income.

The following homes receiving assistance are:

1. 208 W Railroad St
2. 201 N Temple St
3. 511 N Pearl St
4. 804 E Filmore St
5. 202 N Colfax
6. 108 S Dodge
7. 208 S Colfax

There were 5 amendments made to the original contract: terminate SICO, hire SWIPCO, budget cost breakdown, budget revision and contract extension

There were no written comments received from the public prior to the meeting and no oral comments made at the public hearing.

Motioned by _____ and seconded by _____ to close the public hearing.

All in favor:

All opposed:

The public hearing was closed at _____ pm.

Michelle Burger, Mayor

ATTEST:

Toni Landers, City Clerk

RESOLUTION 2023-_____

**RESOLUTION TO SPECIAL ASSESS SNOW REMOVAL & MOWING CHARGES
DUE TO NON-PAYMENT BY PROPERTY OWNER:**

WHEREAS, the Afton City Council was presented with an unpaid invoice of Snow Removal from 2021 at 404 W. Filmore & Mowing in 2023 for 208 W. Nebraska; and,

WHEREAS, the property owner did not remove snow from public sidewalk and did not mow after being contacted by Afton Police on both properties in the allowed timeframe and therefore the City had the expense of clearing snow and mowing; and,

WHEREAS, the City Clerk billed the property owner and the City was never paid.

BE AND IT IS HEREBY RESOLVED the Afton City Council approves the charges shall be collected in the same manner as general property taxes for the property legally described as –

208 W. Nebraska – Lot 331 Original Town of Afton; Parcel #0716376002	\$175.00
404 W. Filmore – Lot 502 Original Town of Afton: Parcel #0716365010	\$ 175.00

BE AND IT IS FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute the proper documentation necessary.

BE AND IT IS FURTHER RESOLVED that this Resolution be effective immediately upon its passage and approval by the Afton City Council.

PASSED AND APPROVED this 11th day of July, 2023.

Michelle Burger, Mayor

ATTEST: _____
Toni Landers, City Clerk

**CITY OF AFTON
NOTICE TO ABATE NUISANCE(S)**

TO: Steve & Deb Ruby
100 W Iowa St
Afton, IA 50830

I. Order to Abate Nuisance or Request Hearing

You are hereby notified to abate the nuisance as specified below or file a written request with the Mayor for a hearing before the City Council of the City of Afton, Iowa, within ten (10) days from the date of the receipt of this notice.

II. Location of Nuisance

The nuisance described below is located upon the following real estate, to-wit:

Street address: 100 W Iowa St, Afton, IA 50830

III. Description of Nuisance

The nuisance consists of the following:

 A. Weeds, brush (as defined in Chapter 50.02 (9) of the Code of Ordinances of the City of Afton 2018): vegetation of over 8" in height, (shown in attached photographs(s)).

 x B. Junk

B.1. Categories of Junk (as defined in Chapter 51 of the Code of Ordinances of the City of Afton 2018) including but not limited to the following:

 old or scrap copper, brass, lead, or any other non-ferrous metal.

 old rope, rags, batteries, paper, trash, rubber debris, waste, used lumber or salvaged wood.

 x dismantled or inoperable vehicles, machinery and appliances, or parts of such vehicles, machinery or appliances.

 iron, steel, or other old or scrap ferrous materials.

 old or discarded glass, tin ware, plastic, or old or discarded household goods or hardware.

B.2. Description of Junk (shown in attached photographs):

RV sitting there inoperable

interfere unreasonably with the comfortable enjoyment of life or property, as defined in Chapter 50.01 of the Code of Ordinances of the City of Afton, Iowa (2018), described as follows (shown in the attached photograph(s)):

 x E. Dangerous building/Unsafe Building

- x Various inadequacies. Dilapidation, deterioration, or decay
 Manifestly Unsafe. For Purpose in which it is being used
 Inadequate Maintenance. Unsanitary, unfit for human habitation
 Fire Hazard. Determined by fire Chief to be a fire hazard
 Abandoned. Portion of building remains after demolition or abandoned building for period in excess six months.

E.1. Descriptions of Dangerous/Unsafe building: (Pictures attached)

Roof of Garage is falling in needs to be replaced, rehabilitated, repaired, Demolished, or removed.

Time Limit for Abatement of Nuisance

You are notified to abate the nuisance(s) described above by removal or repair, within the following time frame:

- A. Mowing, weeds, trees, and shrubs: 7 days from receipt of notice.
 x B. Junked vehicles: 10 days from receipt of notice.
 C. Abandoned buildings: 30 days from receipt of notice.
 D. All other notices: 10 days from receipt of notice.
 x E. Dangerous/Unsafe Building: * **90 days for garage***

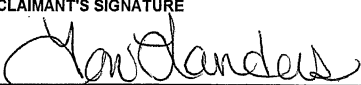
IV. Failure to Abate

A. Removal by the City and assessment of costs

If you fail to abate or cause to be abated the nuisance, as directed above, or fail to file a written request for a hearing within the time prescribed, the City of Afton will take such steps as are necessary to abate the nuisance or cause it to be abated. The costs will be assessed against you, or the real estate described above, as provided by Chapter 50.06(5) of the Code of Ordinance of the City of Afton, Iowa (2018), and Iowa Code Section 364.12(3h).

STATE OF IOWA

GAX

BUDGET FY 2023		General Accounting Expenditure								DOCUMENT NUMBER 7											
		DATE 6/8/2023				ACCTG PERIOD (mm/yy)															
VENDOR CODE				AGENCY NAME																	
VENDOR NAME AND ADDRESS City of Afton 115 E Kansas Street Afton, IA 50830				BILL TO ADDRESS (ORDERING AGENCY) Iowa Economic Development Authority 200 E. Grand Ave. Des Moines, Iowa 50309				SHIP TO ADDRESS													
TERMS		FOB		ORDER APPROVED BY				GOODS RECEIVED/SERVICES PERFORMED DATE INITIALS													
QUANTITY				VENDOR'S INVOICE NUMBER 7																	
ORDERED	RECEIVED	UNIT OF MEASURE	Request for Payment under CDBG Contract Number: <u>20-HSG-016</u> Report Number: <u>7</u>						UNIT PRICE	TOTAL PRICE											
										81,339.00											
DOCUMENT TOTAL									81,339.00												
CLAIMANT'S CERTIFICATION						AGENCY CERTIFICATION															
I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN PAID.						I CERTIFY THAT THE ABOVE EXPENSE WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY:															
DATE						TITLE															
CLAIMANT'S SIGNATURE						AUTHORIZED SIGNATURE															
						City Clerk															
THE FOLLOWING FIELDS ARE FOR STATE ACCOUNTING USE ONLY																					
DOC TYPE (GAX) GAX		DOC NUMBER 7		DOC DATE		ACCTG PRD		BUDGET FY #####		ACTION NEW/MOD		PO SHIP INSTR		GAX TYPE 1		INT IND		INT SELLER FUND		INT SELLER AGCY	
VENDOR CODE		ADDR OVERRIDE		F/A INDICATOR		EFT IND		TEXT -po's only (Y/N)		TEXT (po's only)											
REF DOC TYPE		REF DOC NUMBER		REF DOC LINE		COM LN		VEND INVOICE # 7		COMMODITY CODE		GS CONTRACT									
LINE	FUND	AGCY	ORG	SUB ORG	ACTV	FUNC	OBJT	SUB OBJT	JOB NUMBER	REP CAT	QUANTITY / UNITS	I/D	DESCRIPTION	AMOUNT	I/D	P/F					
01	0340	269	4610	20			4125							81,339.00							
02																					
03																					
04																					
05																					
06																					
07																					
DOCUMENT TOTAL														81,339.00							

GAX

WARRANT #

AUDITED BY

PAID DATE

CITY OF AFTON

115 E. Kansas
PO Box 199
Afton, IA 50830
Phone: 641-347-5224
Fax: 641-347-5297
Email: actyhall@windstream.net

EXTERIOR BEAUTIFICATION GRANT APPLICATION Fiscal Year July 1, 2023 to June 30, 2024

Name: Marlin & Deb Mathes

Property Address: 308 S. Webster, Afton, Iowa 50830

Mailing Address or Email: 308 S. Webster, Afton, Ia, [REDACTED]

Phone Number(s): [REDACTED]

Please describe the exterior work to your property that will be repaired or updated (location (north/south or east/west) and details of the project):

color Castle Stone with white trim.
All new vinyl siding all around house & garage, New exterior
house doors & storm doors, New East, Living room window, New East
Basement Window, New North Garage window, New South Bedroom Window

Who will do the repairs: Roger Roberts Construction

Total cost of repairs: \$50,000.00

I Marlin Mathes (name) understand that the City of Afton will reimburse me the cost of my exterior repairs and/or updates up to \$500 maximum. All paid receipt for individual expenses or to a contractor up to \$500 need submitted when the work is finished. **All work must be completed by May 31, 2024 and before & after pictures submitted along with paid receipts.**

Marlin Mathes - 7-3-2023
Property Owner Signature

NOTES:

The City of Afton is offering assistance of up to \$500 per property for exterior "structural" repairs or updates that will improve "curb appeal" (examples: paint, stain, decks, or façade improvements that can be seen from the street-must be structural improvements or something that preserves the property). **Exterior paint colors must be pre-approved by City Council.** Money will be available until the maximum grant of \$5,000 is reached for the fiscal year of July 1 to June 30. Property owners must complete this application in order to be considered for this grant program. Once the application is received your project will be reviewed by the City Council and then you will be notified if your application is approved.

CITY OF AFTON

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EXTERIOR BEAUTIFICATION GRANT APPLICATION Fiscal Year July 1, 2023 to June 30, 2024

Name: Tess Cochran

Property Address: 305 E. Filmore St Afton Iowa

Mailing Address or Email: [REDACTED]

Phone Number(s): [REDACTED]

Please describe the exterior work to your property that will be repaired or updated (location (north/south or east/west) and details of the project):

Redo (sand and seal/paint) porch boards and seal north side. Stain the privacy fence and deck on the sides of the house. Finish painting shed and touch up the house trim and paint. Costs: Sander rental and belts \$150 Paint and sealer \$150 Paint brushes and paint sprayer \$100 Labor \$100

Who will do the repairs: Paul Clark and myself

Total cost of repairs: \$500

I Tess Cochran (name) understand that the City of Afton will reimburse me the cost of my exterior repairs and/or updates up to \$500 maximum. All paid receipt for individual expenses or to a contractor up to \$500 need submitted when the work is finished. **All work must be completed by May 31, 2024 and before & after pictures submitted along with paid receipts.**

Tess Cochran
Property Owner Signature

NOTES:

The City of Afton is offering assistance of up to \$500 per property for exterior "structural" repairs or updates that will improve "curb appeal" (examples: paint, stain, decks, or façade improvements that can be seen from the street-must be structural improvements or something that preserves the property). **Exterior paint colors must be pre-approved by City Council.** Money will be available until the maximum grant of \$5,000 is reached for the fiscal year of July 1 to June 30. Property owners must complete this application in order to be considered for this grant program. Once the application is received your project will be reviewed by the City Council and then you will be notified if your application is approved.

CITY OF AFTON

115 E. Kansas
PO Box 199
Afton, IA 50830
Phone: 641-347-5224
Fax: 641-347-5297
Email: actyhall@windstream.net

EXTERIOR BEAUTIFICATION GRANT APPLICATION Fiscal Year July 1, 2023 to June 30, 2024

Name: Sheri Tomas

Property Address: 616 E Grand Street

Mailing Address or Email: [REDACTED]

Phone Number(s): [REDACTED]

Please describe the exterior work to your property that will be repaired or updated (location (north/south or east/west) and details of the project):

Painting entire foundation, painting of exterior doors (1 south facing 2 north facing, replacement and
painting of screen doors (1 south facing 2 north facing), painting east facing garage doors following
full roof and siding replacement.

Who will do the repairs: myself & family members

Total cost of repairs: \$440.28

I Sheri Tomas (name) understand that the City of Afton will reimburse me the cost of my exterior repairs and/or updates up to \$500 maximum. All paid receipt for individual expenses or to a contractor up to \$500 need submitted when the work is finished. **All work must be completed by May 31, 2024 and before & after pictures submitted along with paid receipts.**

Sheri Tomas
Property Owner Signature

NOTES:

The City of Afton is offering assistance of up to \$500 per property for exterior "structural" repairs or updates that will improve "curb appeal" (examples: paint, stain, decks, or façade improvements that can be seen from the street-must be structural improvements or something that preserves the property). **Exterior paint colors must be pre-approved by City Council.** Money will be available until the maximum grant of \$5,000 is reached for the fiscal year of July 1 to June 30. Property owners must complete this application in order to be considered for this grant program. Once the application is received your project will be reviewed by the City Council and then you will be notified if your application is approved.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE IOWA DEPARTMENT OF
REVENUE AND _____ REGARDING STATE SETOFF PROGRAM**

**ARTICLE I
PURPOSE**

- 1.1 The purpose of this memorandum of understanding (“Agreement”) is to define the terms and conditions of [_____] (“Participating Agency”)’s participation in the State Setoff Program (“Program”), as administered by the Iowa Department of Revenue (“IDR”). Participating Agency and IDR may individually be referred to as a “Party”, or collectively as “Parties”.

**ARTICLE II
DEFINITIONS & AUTHORITY**

2.1 Definitions.

- 2.1.1 “Credit Vendor” means an agency or entity who submits funds to the Program.
 - 2.1.2 “Data” means any information in the possession of or owned by the Participating Agency or IDR that is shared with the other Party under this Agreement.
 - 2.1.2.1 Data may include personal information as defined by Iowa Code section 715C.1(11).
 - 2.1.2.2 IDR shall at no time share federal tax information pursuant to this Agreement. IDR shall only share state tax information as allowed by law.
 - 2.1.3 “Debt” means any amount, as measured in money, owed to a Public Agency.
 - 2.1.4 “Debt Portal” means the online system through which the Participating Agency will administer its Debt.
 - 2.1.5 “Debt Type” means a category of Debt that has become due, owing, and payable under statute, administrative rule, or other lawful means.
 - 2.1.6 “Obligor” means as defined in Iowa Code 421.65(1)(a).
 - 2.1.7 “Obligor Directory Information” means the Obligor’s Name, Address, Phone Number, and Email Address.
 - 2.1.8 “Obligor Information” means any information regarding the Obligor required by IDR, including “Obligor Directory Information”.
 - 2.1.9 “Participating Agency” means a Public Agency or the Iowa Judicial Branch (“IJB”), that has entered into an agreement with IDR to participate in the State Setoff Program.
 - 2.1.10 “Public Agency” means as defined in Iowa Code 421.65(1)(b).
 - 2.1.11 “Public Payment” means as defined in Iowa Code section 421.65(1)(c).
 - 2.1.12 “Qualifying Debt” means as defined in Iowa Code section 421.65(1)(d).
 - 2.1.13 “Setoff Fee”, as outlined in Section 3.4.4, means the amount paid by the Participating Agency per setoff to IDR for participation in the State Setoff Program.
 - 2.1.14 “State Setoff Program” or the “Program” means the program established by Iowa Code section 421.65 to set off against each Public Payment any Qualifying Debt the Obligor owes to a Participating Agency.
 - 2.1.15 All monetary amounts referenced in this Agreement and throughout the State Setoff Program shall be in United States Dollars.
 - 2.1.16 Unless otherwise specified, references to IDR and Participating Agency shall include their officers, employees, agents, and contractors. FAST Enterprises, LLC (Fast) is a contractor of IDR. Participating Agency authorizes Fast access to Participating Agency Data subject to this Agreement.
- 2.2 **Legal Authority.** This Agreement is entered into pursuant to the authority in Iowa Code section 421.65 and associated administrative rules.

ARTICLE III PROGRAM PARAMETERS

3.1 Program Admission.

- 3.1.1 The Public Agency or IJB wishing to participate in the Program must complete and submit the application as designated by IDR. All required fields must be reported.
- 3.1.2 Contact Persons.
 - 3.1.2.1 The Participating Agency must provide a contact person for operational questions and backup contact person for when the contact person is unavailable. Operational questions constitute questions originating from IDR regarding the processing of setoffs.
 - 3.1.2.2 The Participating Agency must provide a contact person for Obligor questions and backup contact person for when the contact person is unavailable. Obligor questions constitute questions originating from the Obligor regarding the Obligor's Debt or the amount setoff.
 - 3.1.2.3 The Participating Agency must provide the name, title, phone number, and email address of each contact person.
 - 3.1.2.4 The Participating Agency must update and confirm all contact persons and all contact information no less than annually and upon request.
 - 3.1.2.5 All contact persons must ensure that calls and correspondence are handled in a timely manner.
 - 3.1.2.6 Contact person contact information may be updated without a formal amendment to this Agreement by providing written notice to IDR in the manner designated by IDR.

3.2 Prior to Submission of Debt.

- 3.2.1 Participating Agency shall keep a record of all communication with the Obligor until the Debt has been paid in full and the setoff appeal period has expired, or has been removed from the Program.
- 3.2.2 Participating Agency shall provide Obligor with an opportunity to protest or challenge the Debt, in compliance with applicable law and due process.
- 3.2.3 Steps outlined in Sections 3.2.1 and 3.2.2 above must be completed for each Debt prior to that Debt's submission to the Program.
- 3.2.4 Participating Agency's correspondence to Obligor shall include the Participating Agency's obligor contact information. The correspondence shall not include IDR or the Program's operational contact information.
- 3.2.5 Prior to submitting a Debt Type to the Program, a Participating Agency shall provide the Department with a description of the Debt Type(s) and other details regarding each Debt Type as required by the Department. This description(s) shall be submitted with the MOU and any other time a Participating Agency wants to submit a new Debt Type.

3.3 Submission of Debt.

- 3.3.1 All Data required to submit, certify, and maintain debt must be submitted electronically via a process designated by IDR. Submissions must comply with the file layout in Appendix B. IDR may update Appendix B without a formal amendment to this Agreement by providing written notice to the Participating Agency.
- 3.3.2 Participating Agency shall remain the system of record for Debt submitted to the Program.
- 3.3.3 **Character of Debt.**
 - 3.3.3.1 The Debt must be Qualifying Debt.
 - 3.3.3.2 The Debt must be legally collectible and within any applicable statute of limitations.
 - 3.3.3.3 The debts must meet the minimum amount requirement, as in administrative rule. If the amount of the debt is reduced to twice the Setoff Fee, the debt will be removed from the setoff system.

- 3.3.3.4 Obligor Information must include: Name (if individual, First and Last Name), tax identification number, and any other information requested by IDR.
- 3.3.4 Participating Agency must certify all Debt in accordance with Iowa Code section 421.65(2)(a)-(b).
- 3.3.5 All Debt is subject to a recertification process. The recertification process may include, but is not limited to, requiring the Participating Agency to certify that all information is correct and that the Debt is still Qualified Debt. The recertification process will be performed regularly, at the agreement of the Parties, but no less than annually.
- 3.3.6 Participating Agency shall notify the department of any change in the status of the public agency's individual debts submitted to the setoffs program. This notification shall be made no later than five business days of any change in the status of a submitted debt in the manner prescribed by the Department.
- 3.3.7 IDR may reject any Debt that, in IDR's sole judgment, is not feasible, not collectible, or not compliant with applicable law.
 - 3.3.7.1 IDR may reject any Debt if the tax identification number, or other information does not match IDR's record for the Obligor. This will only apply to Obligors of whom IDR has a record.
- 3.4 **Setoff Procedure.**
 - 3.4.1 Debt will be setoff upon a TIN match.
 - 3.4.2 The Debt Portal is intended to be available to the Participating Agency 24 hours a day, 7 days a week, with exceptions for Program maintenance. Participating Agency will be notified of any scheduled maintenance that will interfere with this availability. Unexpected interruptions in availability of the Debt Portal will be remedied by IDR as quickly as possible within IDR availability and priorities.
 - 3.4.3 **Order of Priority for Debt Setoff.** Debt shall be setoff in the order of priority defined in Iowa Code section 421.65(4) and associated administrative rule. The priority determination will be made when the challenge letter is sent to the obligor. A public payment will not be applied to a qualifying debt that is not included on the challenge notice.
 - 3.4.3.1 The Participating Agency shall identify in Appendix C Debts submitted to the Program that will be deposited into the state general fund.
 - 3.4.4 **Setoff Fee.**
 - 3.4.4.1 The Participating Agency will be charged \$7.00 each time a Public Payment is setoff and applied to the Participating Agency's Qualifying Debt. The Setoff Fee shall be retained as defined in section 3.6.7 herein.
 - 3.4.4.2 The Participating Agency shall not collect the Setoff Fee from the same setoff for which the Setoff Fee has been charged.
 - 3.4.4.3 IDR may change the Setoff Fee amount in IDR's sole discretion, upon 60 days' notice to the Participating Agency. Change to the Setoff Fee amount shall not require a formal amendment to this Agreement, nor consent of the Participating Agency.
 - 3.4.5 **Upon Setoff.**
 - 3.4.5.1 IDR will mail a letter to the Obligor at the best address available to IDR at the time of mailing. The letter will inform the Obligor that the Public Payment owed to the Obligor was setoff due to Debt owed to the Participating Agency.
 - 3.4.5.2 IDR will mail a letter to a known co-payee on any setoff of a Public Payment. The letter will include information regarding the opportunity for the co-payee to request a division of the Public Payment. This letter and the letter contemplated in section 3.4.5.1. may be combined.
 - 3.4.5.3 The Obligor will have 15 days from the date of the letter to challenge the setoff. Ground for such challenges will be limited to: (1) mistake of fact, including a mistake

in the identity of the obligor or a mistake in the amount owed, and (2) Debt is not a Qualifying Debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment under Iowa Code section 421.65(2)(f).

3.5 Following Setoff

- 3.5.1 Amounts collected via a successful match will be forwarded periodically to the Participating Agency, reduced by the appropriate Setoff Fee.
- 3.5.2 Amounts collected will be posted to the balance due within the Program Debt Portal. If the amount of the debt is reduced to less than twice the Setoff Fee, the debt will be purged from the Program.
- 3.5.3 Amounts collected via a successful match will be forwarded to the Participating Agency via I/3 Internal Exchange Transaction (IET) or direct deposit. Transfer via check is not available.
- 3.5.4 If the application of a Public Payment to a Qualifying Debt results in an overpayment to the Participating Agency, and the Obligor does not challenge the setoff, the Participating Agency shall refund the overpayment to the Obligor and/or co-payee.
- 3.5.5 If, after the setoff is complete, it is determined that the person(s) whose Public Payment was setoff is not the Obligor, the Public Agency shall refund the setoff amount to the person(s) whose Public Payment was setoff.

3.6 Appeals and Challenges.

- 3.6.1 Challenges will be limited to: (1) mistake of fact, and (2) debt is not a qualifying debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment. The Participating Agency is responsible for all appeals regarding the underlying debt.
- 3.6.2 If an appeal or challenge is filed, IDR shall notify the Participating Agency that a challenge has been received. The Participating Agency shall promptly provide IDR with all information requested by IDR or other information as deemed relevant by the Participating Agency for purposes of the challenge. The Participating Agency shall make every effort to provide such information to IDR prior to the hearing date. Information received by IDR more than 10 days after the challenge received date will not be considered by IDR.
- 3.6.3 Upon receipt of a challenge, IDR shall set a time to occur within ten days of receipt of the challenge to review the relevant facts of the challenge with the Obligor. An alternative time may be set at the request of the Obligor. Following the review, IDR shall determine whether the challenge is successful and communicate the result to the Participating Agency and the Obligor.
- 3.6.4 If a setoff is appealed or challenged by the Obligor, the Participating Agency shall hold the setoff amount until a final determination is made.
- 3.6.5 The Participating Agency must adhere to IDR's determination on a challenge, and has no appeal opportunity.
- 3.6.6 Should the Obligor challenge IDR's determination or the Program in court (e.g. district court, etc.) Participating Agency shall be responsible for any defense, including costs. IDR may provide assistance upon request and at IDR's sole discretion.
- 3.6.7 IDR will retain the Setoff Fee, even if the challenge is successful.

3.7 Refunds

- 3.7.1 In the event an appeal or divide is successful, or a request for divide is accepted, the Participating Agency is responsible for refunding the amount due to the Obligor or co-payee.
- 3.7.2 IDR may request the amount to be refunded to be returned to IDR, rather than refunded to the Obligor or co-payee, if another debt exists for the Obligor or co-payee in the Program. In such a case, the Participating Agency shall return the amount to IDR via I/3 Internal Exchange Transaction (IET) or Automated Clearing House (ACH) Debit.
- 3.7.3 If not notified to return the amount to IDR, the Participating Agency must issue the refund to the Obligor or co-payee within 30 days of notification of successful appeal or challenge, or the acceptance of a request for a divide by IDR.

- 3.7.4 The Participating Agency shall provide evidence that the refund was issued to IDR upon request.

ARTICLE IV CONFIDENTIALITY AND OWNERSHIP OF DATA

- 4.1 To the extent allowed by applicable law, the Participating Agency shall be considered the custodian of records related to the Debt and any Data submitted in relation to the Debt. Participating Agency shall respond to any open records request filed under chapter 22, regarding Participating Agency's Debt in the Program.
- 4.2 Obligor Information submitted to the Program is confidential and exempt from release under Iowa Code chapter 22. Iowa Code section 421.65(2)(a). Obligor Information is not confidential taxpayer information or return information under Iowa Code section 422.20 or 422.72.
- 4.3 IDR may use Obligor Information to support the Program generally. Obligor Information received from one participating agency or credit vendor may be used to assist the Program as it applies to any other participating agency or credit vendor.
- 4.4 Obligor Directory Information may be used to update IDR's tax information system, and will be used to benefit tax administration, non-tax debt collection, identification services, and the Program.
- 4.5 Notwithstanding Section 4.4 above, Obligor Information shall only be available to persons with a business reason to access the information.

ARTICLE V DURATION AND TERMINATION

5.1 Duration.

- 5.1.1 This Agreement shall be in force upon this document being fully signed (the "Effective Date").
- 5.1.2 The initial term of this Agreement shall be three (3) years from the Effective Date, unless terminated earlier. By mutual written agreement, the parties may annually extend the Agreement for up to three (3) additional one-year terms.
- 5.1.3 This Agreement memorializes all elements of this Agreement and supersedes any previous Agreement or negotiations related to this Agreement, whether oral or in writing. Amendments to the provisions of this Agreement may be made at any time only in writing and by the agreement and signature of all parties hereto.

5.2 Termination.

- 5.2.1 **Termination for Cause by IDR.** IDR may terminate this Agreement upon written notice of the Participating Agency's breach of any material term, condition, or provision of this Agreement, if such breach is not cured within the time period specified in IDR's notice of breach or any subsequent notice or correspondence delivered by IDR to Participating Agency, provided that cure is feasible. In addition, IDR may terminate this Agreement effective immediately without penalty or legal liability and without advance notice or opportunity to cure for any of the following reasons:
- 5.2.1.1 Participating Agency, directly or indirectly, furnished any statement, representation, warranty, or certification in connection with this Agreement that is false, deceptive, or materially incorrect or incomplete;
- 5.2.1.2 Participating Agency's or Participating Agency Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
- 5.2.1.3 Dissolution of Participating Agency or any parent or affiliate of Participating Agency owning a controlling interest in Participating Agency;
- 5.2.1.4 IDR determines or believes Participating Agency has engaged in conduct that has or may expose IDR to material liability;

5.2.1.5 Participating Agency submits Debt that is not legally collectable, is unresponsive to IDR requests, or otherwise not compliant with this Agreement.

The right to terminate this Agreement pursuant to this section shall be in addition to and not exclusive of other remedies available to IDR and, notwithstanding any termination, IDR shall be entitled to exercise any other rights and pursue any remedies available under this Agreement, in law, at equity, or otherwise. Participating Agency shall notify IDR in writing if any of the foregoing events occur that would authorize IDR to immediately terminate this Agreement.

5.2.2 Termination for Convenience.

5.2.2.1 Following sixty days written notice, the Participating Agency may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Participating Agency. Termination for convenience may be for any reason or no reason at all.

5.2.2.2 Following written notice, IDR may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to IDR. IDR may further remove all or any portion of Participating Agency's debt from the State Setoff Program for any or no reason upon written notice. Termination for convenience may be for any reason or no reason at all.

5.2.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, either party shall, upon written notice, have the right to terminate this Agreement, in whole or in part, without penalty or liability and without any advance notice as a result of any of the following:

5.2.3.1 The legislature, governor, or other applicable governing body fail, in the sole opinion of the terminating party, to appropriate funds sufficient to allow the terminating party to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;

5.2.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by either party to make any payment hereunder are insufficient or unavailable for any other reason as determined by the terminating party in its sole discretion;

5.2.3.3 If the terminating party's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;

5.2.3.4 If the terminating party's duties, programs, or responsibilities are modified or materially altered; or

5.2.3.5 If there is a decision of any court, administrative law judge, or arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the terminating party's ability to fulfill any of its obligations under this Agreement.

ARTICLE IV ADMINISTRATION

6.1 This Agreement does not create a separate legal or administrative entity. Any real, personal, or intellectual property used in this cooperative undertaking shall be acquired, held, and disposed of by the Party which originally obtains, purchases, or develops the property.

6.2 During the Agreement period, the agreement managers shall be contacted on all interpretations and problems relating to the Agreement and shall follow the issues through to their resolution. The agreement managers shall also monitor performance under the Agreement. The Participating Agency agreement manager is identified in Appendix A. The IDR agreement manager is Susan Khamtanh, Procurement Officer, 515-281-5694, susan.khamtanh@iowa.gov. Agreement manager contact

information may be updated without a formal amendment to this Agreement by providing written notice to the other Party.

- 6.3 Each Party represents and warrants that it has full authority to enter into this Agreement and that it has not granted and will not grant any right or interest granted to the other party under this Agreement to any person or entity.
- 6.4 **Additional Provisions.** The Parties agree that if an Appendix, Attachment, Addendum, Rider, or Exhibit is attached hereto by the Parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- 6.5 **Further Assurances and Corrective Instruments.** The Parties agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement. Participating Agency understands that agreement to amendments may be required to continue participation in the Program. Failure to agree to amendments proposed by IDR may result in the termination of this Agreement and the removal of the Participating Agency's debt from the Program.
- 6.6 **No Actions or Damages.** The Parties agree that neither party may file claims or seek damages under this Agreement.
- 6.7 **Compliance with Iowa Code Chapter 8F.** Participating Agency and IDR shall comply with Iowa Code Chapter 8F with respect to any sub-agreements or contracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certificates, received from contractors by Participating Agency or IDR shall be made available upon request of the other Party.
- 6.8 **Immunity from Liability.** Notwithstanding any provision of this Agreement, nothing in this Agreement shall be construed as waiving any immunity from suit or liability in state or federal court or any other tribunal, including but not limited to sovereign immunity, Eleventh Amendment immunity, or any other immunity from suits or damages, possessed by the Parties or any officer, employee, director, attorney, auditor, contractor, or associate of the Parties.
- 6.9 **Supersedes Former Contracts or Agreements.** This Agreement supersedes all prior Contracts or Agreements between Participating Agency and IDR for the services provided in connection with this Agreement.

Iowa Department of Revenue

[_____] ("Participating Agency")

Signature	Date
Name: _____	
Title: _____	

Signature	Date
Name: _____	
Title: _____	

Appendix A

Participating is required to provide contact information for the following contacts. The Primary/Secondary for a particular type (e.g. operational, obligor) of contact may not be the same individual. However, the same individual may hold more than one contact position.

<i>Operational Contact - Primary</i>	
<i>Name:</i>	
<i>Title</i>	
<i>Phone Number:</i>	
<i>E-mail Address:</i>	

<i>Operational Contact - Secondary</i>	
<i>Name:</i>	
<i>Title</i>	
<i>Phone Number:</i>	
<i>E-mail Address:</i>	

<i>Obligor Contact - Primary</i>	
<i>Name:</i>	
<i>Title</i>	
<i>Phone Number:</i>	
<i>E-mail Address:</i>	

<i>Obligor Contact - Secondary</i>	
<i>Name:</i>	
<i>Title</i>	
<i>Phone Number:</i>	
<i>E-mail Address:</i>	

<i>Agreement-Related Notices Should be Sent To:</i>	
<i>Name:</i>	
<i>Title</i>	
<i>Phone Number:</i>	
<i>E-mail Address:</i>	
<i>Address:</i>	
<i>City:</i>	
<i>State:</i>	
<i>Zip Code:</i>	

Appendix B

Setoff Placement File

The placement file must be named Setoffs#####.txt, where ##### is the Agency Number and Unit Code. If your agency has multiple Unit Codes, use one of them in the file name. Do not change the Unit Code used without notifying IDR prior to placement file submission.

The placement file must contain a list of all the Participating Agency's debt to be placed in the Program. Each record in the file represents one Debt. The placement file is a full replacement, and will overwrite existing debt placements for the Participating Agency under their unit code(s).

The placement file has a fixed width layout

Field Name	Characters	Description
Participating Agency Number (Required)	3	Unique identifier for the Participating Agency who maintains the debt. This is generally a three-digit number, such as "645" or "123", as assigned by IDR. Leading zeros are significant.
Participating Agency Unit Code (Required)	3	Unique identifier for a group within the Participating Agency, as assigned by IDR. This is generally a three-digit number such as "001" or "999". Leading zeros are significant.
Obligor Identification Number Type (Required)	1	Enter the code for the type of ID listed in Obligor ID. 1 = Social Security Number (SSN) 2 = Federal Employer Identification Number (FEIN) 3 = Individual Tax Identification Number (ITIN)
Obligor Identification Number (required)	9	Identification number unique to the Obligor (i.e. SSN, ITIN, or FEIN). Leading zeros are significant
Debt Identification Number (required)	30	Agency's unique identifier for the debt. (i.e. case #, invoice #, citation #, etc.). This should not change. Note: If debt has previously been placed for a combination of Agency Number, Agency Unit Code, Obligor ID, and Debt ID, then the corresponding placement will be updated based on the file.
Obligor Last Name / Entity Name (Required)	50	Last Name of the Obligor (if an Obligor Identification Number Type is SSN or ITIN), or Name of Obligor (if Obligor Identification Number Type is FEIN)
Obligor First Name	50	First name of the Obligor (if an Obligor Identification Number

		Type is SSN or ITIN). Leave blank if Obligor Identification Number Type is FEIN
Obligor Middle Name	50	Middle name of Obligor (if an Obligor Identification Number Type is SSN or ITIN) Leave blank if Obligor Identification Number Type is FEIN
Qualified Date (Required)	8	Date the Debt first qualified for the Program Format: MMDDYYY
Debt Amount (Required)	12	The amount owed to the Participating Agency. Expressed in pennies. Pre-padded with 0s. Example: \$123.45 should be listed as 000000012345. Must be \$14 or more.
Description of Debt	50	Description of the Debt. May be displayed on correspondence to the Obligor pertaining to their setoff. Example: "Parking Ticket 00123-4"

Appendix C

List of Debts submitted to the Program that will be deposited into the state general fund when paid:

Debt Type Name	Description
<i>ex. Individual income tax debt</i>	<i>ex. Debt resulting from the tax on an individual's income</i>

June 29, 2023

City of Afton

Afton City Hall

115 East Kansas

Afton, Iowa 50830

To Whom it may concern,

Regarding: Resignation from the Greenlawn Cemetery Board of Trustees.

Effective immediately I resign my voluntary position on the Greenlawn Cemetery Board of Trustees.

Thank you for allowing me to serve this position the past 18 months. I have taken great pride in this cemetery and will continue to do so. I have worked with a great board and felt that we did a good job of caring for the cemetery.

It was unfortunate that the full time care taker did not work out and I personally feel that there is no other option than to try to find another full time caretaker for the mowing and upkeep of this cemetery. I feel that if you advertise again and offer the job with benefits you may find someone to come into this position. If you continue as we are, you will continue to have unending complaints from the public. That may be the case regardless.

The board made improvements in the cemetery since I started 18 months ago. We completely cleared the fence line to the north and east side, which of course no one noticed.

I personally have planted \$400 in trees over the past 6 years and other people planted trees before me and after me and that has improved the cemetery greatly. Of course... no one noticed. People have donated benches and permanent plantings in designated areas and we were thankful for that. Improvements were made because we cared.

The public has spoken thru public comment meeting and unfortunately thru social media and the Facebook page "Save the Peonies" There was a lot of opposition to the removal of the permanent plantings, even from the caretaker who initially ask that no further permanent planting be allowed due to the excessive time and labor they involved. That was in 2009. Funny how time and other people can change your opinion on things. The public comments have been very hurtful to the board members. They claim we are uncaring and disrespectful when all we were doing was trying to find a good solution to an ongoing problem. Scott and Gary have served many years and I feel sad that they have been insulted and disrespected by so many. If they were not dedicated to the cemetery they would not have stayed as long as they have. Vickie, Ellen and myself have family there and we too care deeply about what happens out there. We have purchased spaces for ourselves and our families so we certainly do care!

The peonies and permanent planting are overgrown and covering many stones. A total of 279 peonies, 26 Iris, and 25 misc permanent plantings are in the cemetery. The public feels these are just as easy to maintain as a tree that has to be mowed around. Apparently, the public has not done the work themselves in the past. Yes, our previous caretaker did it--she was FULL time and was there daily. Our contracted mowers are there weekly with biweekly weed eating and are not keeping up with this large task.

Guess this job is now in the public and your ball park. The public has disrespected and slandered the board and the City of Afton, including the council. I am sure you will have many people step up to fill this vacancy and volunteer for whatever needs to be done. I am sure Greenlawn Cemetery will always look immaculate as they think it should once they start making the decisions.

Unfortunately, only one council member and one city employee backed the board at the last city council meeting. The rest of the board acted like they weren't aware of the situation. Guess they don't read the meeting minutes that gets sent to City after our meetings and guess they don't read the paper to see what is happening in the city that they represent. If I was at fault in anyway by leaving something out of a meeting note-then I apologize. I was never a secretary. I was a nurse. I took the job willingly in order to keep Gary and Scott on the Board. They have a lot of knowledge and when they decide they have had enough—a lot of knowledge and experience walks right out that door.

So I am just one board member, but as stated on the Facebook page, "find out how to have the current board problem children removed from office since they are appointed not elected and boot them to the curb so the cemetery can be saved" I volunteered to take the position and I am volunteering to leave the position. Life is too short and my family has had enough to deal with the past 3 months. The permanent plantings are just plants. This community has suffered a lot of loss over the past several years. We are talking Human life—life is too short to be dividing a community over peony bushes.

If this offends anyone, I apologize but I have been offended enough the past two months and I am done and moving on. I do wish you all the luck in the world with this issue. You will need it.

Barb McIntire

To: Scott Nixon, Greenlawn Cemetery Board President

6/29/2023

I am resigning my seat of the Greenlawn Cemetery Board effective today. I am sick and tired of the name calling and slander coming from the "Greenlawn Save the Peonies" group on social media. This seat on the board is a voluntary position and I do not feel I have the energy to constantly hear negative comments coming from several, when a member of this group shares what is being said in the group chats. I am done with this nonsense.

My sincere hope is that the person or people who fill positions on the cemetery board do so with the vision to save the ENTIRE cemetery and not just the peonies.

Sincerely,

A handwritten signature in cursive script that reads "Vickie Paulus". The signature is written in black ink and is positioned below the word "Sincerely,".

Vickie Paulus

June 30, 2023

Dear Afton City Council,

After serving on the Greenlawn Cemetery Board of Trustees for over 18 years, I am hereby submitting my letter of resignation. My decision is based on the extremely high expectations that the public seems to have developed and our inability as a board to meet those expectations. These expectations were expressed in the spring of 2022, which was our first year with a contracted mowing service. When, due to the wet Spring conditions, our contractor was unable to perform all the trimming in the Cemetery before Memorial Day. There was outrage that we as a board did not care that our Cemetery would look like that, and we were accused of not caring about those people in that section of the Cemetery that remained untrimmed. Those expectations seemed to grow through the year of 2022 and into 2023 when there was once again outrage from the public on Facebook that the Cemetery was not mowed and trimmed the weekend prior to Memorial Day. Even though the entire Cemetery was mowed and trimmed for Memorial Day that was not good enough. After Memorial Day the outrage started about the removal of permanent plantings, which was a decision that was made in the fall of 2022 and published in the paper numerous times. Due to the numerous comments on Facebook again about the peonies, we decided as a board to hold a public forum where people could air their grievances about the permanent plantings. During this public forum it seemed that the outrage had grown from the permanent plantings to numerous issues, from the Cemetery not being mowed the week prior to Memorial Day to a thistle in the grass on a loved one's grave. It seems that now, in the public's eye, there is nothing at the cemetery that is correct, and that we as a board do not care for our Cemetery. After the forum there were numerous comments made about the integrity of board members and the City Council representative again on Facebook. There are now petitions scattered throughout the community to support saving the plantings for the Veterans. It is unfortunate that this public group is trying to use the Veterans as a way to get what they want, when the vast majority (not all) of them have never helped the Veterans of this community put up or take down flags, nor have gone to the Cemetery for the Veterans Memorial Day service to honor those that have fallen. I know the vast majority of them have not been there because I and other board members have been there every year to help and honor them.

Therefore, I will no longer volunteer to be slandered, demeaned, ridiculed, and lied about by others who will only put energy (mostly negative) into something only when they do not agree with it. I would like to think that with all this passion about the Cemetery you as a Council will be able to easily find another volunteer to serve on this board, I would like to think.

Respectfully,

A handwritten signature in black ink, appearing to read "Scott Nixon", with a stylized, flowing script.

Scott Nixon

Greenlawn Cemetery
City of Afton
115 E Kansas
Afton, Iowa 50830

7-3-23

Dear Greenlawn Cemetery Board,

This is a notification that I am resigning from the board, effective today July 3, 2023 immediately.!

I had a great group of people to work with . Good Luck to you all in the future.

Sincerely

Ellen Jensen