

MINUTES TO AUTHORIZE ISSUANCE
OF NOTE

435926-41

Monticello, Iowa

April 21, 2025

The City Council of the City of Monticello Iowa, met on April 21, 2025, at 6:00 o'clock p.m., at the Renaissance Center, Monticello, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: Josh Brenneman, Scott Brighton, Jake Ellwood, Dave Goedken, Candy Langerman and Mary Phelan

Absent: None.

After due consideration and discussion, Council Member Goedken introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member Brighton. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: Brighton, Goedken, Langerman, Ellwood, Brenneman and Phelan

Nays: none.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

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At the conclusion of the meeting, and upon motion and vote, the City Council adjourned.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk

RESOLUTION NO. 2025-58

Resolution authorizing and approving a Loan Agreement, providing for the issuance of a General Obligation Street Sweeper Acquisition Note and providing for the levy of taxes to pay the same

WHEREAS, the City of Monticello (the “City”), in Jones County, State of Iowa has heretofore proposed to enter into a General Obligation Street Sweeper Acquisition Loan/Lease-Purchase Agreement (the “Financing Agreement”) and to borrow money thereunder in a principal amount not to exceed \$175,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of acquiring a street sweeper for use in maintaining municipal streets (the “Acquisition”) and has published notice of the proposed action and has held a hearing thereon on April 7, 2025; and

WHEREAS, it is necessary at this time approve the Financing Agreement and to make provision for the issuance of a \$151,000 General Obligation Street Sweeper Acquisition Note (the “Note”) in evidence of the obligation of the City under the Financing Agreement;

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

Section 1. It is hereby determined that the City, shall enter into the Financing Agreement as a loan agreement (the “Loan Agreement”) with F&M Bank, Monticello, Iowa (the “Lender”), in substantially the form which will be placed on file with the City, providing for a loan to the City in the amount of \$151,000 for the purpose or purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 2. The Note is hereby authorized to be issued to the Lender in evidence of the obligation of the City under the Loan Agreement, in the principal amount of \$151,000 and shall be dated the date of delivery to the Lender, such date anticipated to be May 1, 2025. The Note shall be initially issued as a single term Note with final maturity on December 1, 2029, and with mandatory periodic principal installments due on December 1 (each a “Principal Installment Date”) in each of the years and in such amounts as follows:

<u>Year</u>	<u>Principal Installment</u>	<u>Year</u>	<u>Principal Installment</u>
2025	\$30,200	2028	\$30,200
2026	\$30,200	2029	\$30,200
2027	\$30,200		

Section 3. The City Clerk is hereby designated as the registrar and paying agent for the Note and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”

The Note shall bear interest at the rate of 4.25% per annum. Accrued interest on the Note shall be payable semiannually on the first day of June and December in each year, commencing

December 1, 2025, and continuing to, and including, final maturity on June 1, 2029. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Payment of both principal of and interest the Note shall be made to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the payment date and shall be paid by check or draft mailed to the registered owner at the address shown on such registration books; provided, however, that the final installment of principal shall be payable only upon presentation and surrender of the Note to the Paying Agent.

The City reserves the right to prepay principal of the Note, in whole or in part, on any Principal Installment Date without penalty on terms of par and accrued interest. All principal so prepaid shall cease to bear interest on the date of prepayment.

The Note shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk and shall be a fully registered Note without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Note shall cease to be such officer before the delivery of the Note, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Note shall be fully registered as to principal in the name of the owner on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof shall be made only to the registered owner or its legal representatives or assigns. The Note shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of any owners of the Note shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. The Note shall be in substantially the following form:

(Form of Note)

UNITED STATES OF AMERICA
STATE OF IOWA JONES COUNTY
CITY OF MONTICELLO

GENERAL OBLIGATION STREET SWEEPER ACQUISITION NOTE

\$151,000

<u>RATE</u>	<u>MATURITY DATE</u>	<u>NOTE DATE</u>
4.250%	December 1, 2029	May 1, 2025

The City of Monticello (the “City”), in Jones County, State of Iowa, for value received, promises to pay in the manner hereinafter provided to

F&M Bank
Monticello, Iowa

or registered assigns, the principal sum of ONE HUNDRED FIFTY ONE THOUSAND DOLLARS, together with interest on the outstanding principal hereof from the date of this Note, or from the most recent payment date on which interest has been paid, except as the provisions hereinafter set forth with respect to prepayment prior to maturity may be or become applicable hereto.

The Note shall be initially issued as a single term Note with final maturity on December 1, 2029, and with mandatory periodic principal installments due on December 1 in each of the years and in such amounts as follows:

<u>Year</u>	<u>Principal Installment</u>	<u>Year</u>	<u>Principal Installment</u>
2025	\$30,200	2028	\$30,200
2026	\$30,200	2029	\$30,200
2027	\$30,200		

The Note shall bear interest at the rate of 4.25% per annum. Accrued interest on the Note shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2025, and continuing to, and including, final maturity on June 1, 2029. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Both principal of and interest on this Note are payable to the registered owner appearing on the registration books of the City maintained by the City Clerk (hereinafter referred to as the “Registrar” or the “Paying Agent”) at the close of business on the fifteenth day of the month next preceding the payment date in lawful money of the United States of America to the registered owner at the address shown on such registration books; provided, however, that the final installment of principal and interest will be payable only upon presentation and surrender of this Note to the Paying Agent.

This Note is being issued by the City to evidence its obligation under a certain Loan Agreement, dated the date hereof (the “Loan Agreement”), entered into by the City for the purpose of paying the cost, to that extent, of acquiring a street sweeper for use by the municipal public works department.

This Note is issued pursuant to and in strict compliance with the provisions of Chapter 76 and Chapter 384 of the Code of Iowa, 2025, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council dated April 21, 2025 (the “Resolution”) authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of this Note, and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of this Note and the rights of the owner of this Note.

The City reserves the right to prepay principal of the Note, in whole or in part, on any Principal Installment Date without penalty on terms of par and accrued interest. All principal so prepaid shall cease to bear interest on the date of prepayment.

This Note is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Note to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Note were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Note as the same will respectively become due; and that the total indebtedness of the City, including this Note, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Monticello, Iowa, by its City Council, has caused this Note to be executed by its Mayor and attested by its City Clerk, on May 1, 2025.

CITY OF MONTICELLO, IOWA

By (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Clerk

ABBREVIATIONS

The following abbreviations, when used in this Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

UTMA (Custodian)

TEN ENT - as tenants by the entireties

As Custodian for (Minor)

JT TEN - as joint tenants with
right of survivorship and
not as tenants in common

under Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Note to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR
OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Note on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Note in every particular, without alteration or enlargement or any change whatever.

Section 5. It is anticipated that closing of the borrowing transaction contemplated herein will be on or around May 1, 2025, provided, however, that execution of the Note and the Loan Agreement shall be undertaken as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration and delivery to or upon the direction of the Lender, upon receipt of the loan proceeds, and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects. To the extent that the date of closing needs to be adjusted, the City staff, with advice from the Lender and Bond Counsel to the City, is hereby authorized to make such adjustment and to modify the transaction documents accordingly.

Section 6. The proceeds (the "Loan Proceeds") to be received under the Loan Agreement shall be used to pay the costs of the Acquisition, and costs of issuance of the Note. Any Loan Proceeds remaining after the full payment of such costs shall be deposited in the Debt Service Fund and used to pay principal of and interest on the Note as the same become due. The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Note as the same become due, there is hereby ordered levied on all the taxable property in the City in each of the years while the Note is outstanding, the following direct annual tax:

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$33,693;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$33,409;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$32,126; and

For collection in the fiscal year beginning July 1, 2029,
sufficient to produce the net annual sum of \$30,842.

Section 8. A certified copy of this resolution shall be filed with the County Auditor of Jones County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of the Note hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Note remains outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, may be appropriated, budgeted and, if received, used for the payment of the principal of the Note as the same become due, and if so appropriated, the taxes for any given fiscal year as

provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget.

Section 9. The principal or interest and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds to the sum thus advanced.

Section 10. It is the intention of the City that interest on the Note be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Note will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Note as a "Qualified Tax Exempt Obligation" as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 11. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 12. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved April 21, 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF JONES SS:
CITY OF MONTICELLO

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution entitled, "Resolution authorizing and approving a Loan Agreement, providing for the issuance of a General Obligation Street Sweeper Acquisition Note and providing for the levy of taxes to pay the same," and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

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

WITNESS MY HAND this _____ day of _____, 2025.

Sally Hinrichsen, City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

JONES COUNTY

I, the undersigned, County Auditor of Jones County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2025, the City Clerk of the City of Monticello filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on April 21, 2025, entitled: "Resolution authorizing and approving a Loan Agreement, providing for the issuance of a General Obligation Street Sweeper Acquisition Note and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2026, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2025.

County Auditor