

City of Monticello, Iowa

www.ci.monticello.ia.us

Monticello City Council Meeting July 21, 2025 at 6:00 p.m.
Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa

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

- **Call to Order – 6:00 P.M.**
- Pledge of Allegiance
- Roll Call
- Agenda Addition/Agenda Approval

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

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

Approval of Council Mtg. Minutes	July 7, 2025
Approval of Payroll	July 10, 2025
Approval of Treasurer's Report	May 2025
Approval of Bill List	

Resolutions:

1. **Resolution** setting the date for the sale of General Obligation Sewer Improvement Bonds, Series 2025 and authorizing the use of a preliminary official statement in connection therewith
2. **Resolution** Approving Construction Inspection Services for Airport Runway Pavement Maintenance Project

3. **Resolution** Approving the Promotion of Officer Erik Honda to School Resource Officer and setting wage for School Resource Officer position
4. **Resolution** Approving 28E Agreement related to Joint County Emergency Response Team
5. **Resolution** Approving the Final Development Agreement between City of Monticello and Roger Stephen Related to the Development of Brad Stephen Addition and the Extension of Sanitary Sewer and other public infrastructure
6. **Resolution** To approve Permanent Sanitary Sewer Easement with Roger Stephen, and direct recordation of same
7. **Resolution** To approve Temporary Construction Easement with Wheels of Progress LLC and direct recordation of same
8. **Resolution** To approve Permanent Sanitary Sewer Easement with Wheels of Progress LLC, and direct recordation of same
9. **Resolution** Finally Acceptance of Northridge Estates Fifth Addition Improvement Project, and Releasing Retainage in the amount of \$92,700.00 to Highland Corporation
10. **Resolution** Accepting FAA Grant Agreement, project No. 3-19-0061-014-2025, Monticello Regional Airport for the Airport Runway Maintenance Project and directing the City's Designated Official to execute said grant agreement

Consideration and Possible Motions:

11. **Consideration and Possible Motion** on Lease of Pocket Park (Ryan Evans)

Ordinances:

12. **Ordinance** #782 amending the Monticello Code of Ordinances, by amending Chapter 165 "ZONING REGULATIONS" and amending the Official Zoning Map (2nd and 3rd readings)

Reports / Potential Actions:

13. Mayor
14. City Engineer
15. City Administrator
16. City Clerk
17. Public Works Director

18. Police Chief
19. Water/Wastewater Superintendent
20. Park and Recreation Director
21. Library Director
22. Ambulance Director

Work Sessions:

23. Work Session on City Council Goals

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

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

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

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

Topic: July 21, 2025 Council Meeting

Time: Jul 21, 2025 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88102365123>

Meeting ID: 881 0236 5123

One tap mobile

+13126266799,,88102365123# US (Chicago)

+16465588656,,88102365123# US (New York)

Dial by your location

• +1 312 626 6799 US (Chicago)

• +1 646 558 8656 US (New York)

• +1 646 931 3860 US

• +1 301 715 8592 US (Washington DC)

• +1 305 224 1968 US

• +1 309 205 3325 US

• +1 669 900 9128 US (San Jose)

• +1 689 278 1000 US

Meeting ID: 881 0236 5123

Find your local number: <https://us02web.zoom.us/u/kbzZHq6zOw>

“This employer is an equal opportunity provider & employer”

Regular Council Meeting
July 7, 2025, 6:00 P.M.
Community Media Center

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

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

Quinn Phelan, 1040 Riverview Court, gave a 4th of July parade report. He stated there were 150 entries and thanked the sponsors, as well as City staff, with special thanks to Kahler.

Galen Muller, 853 Southhaven Drive, stated they have been using the Berndes Center building since 1970 for the Rod & Custom Car Show. He recently heard that they will no longer be allowed to utilize the first-floor office space and stated that space is very important to them. Goedken advised it is due to the updates and new electronic equipment. Farnum stated he will work with Muller to find a solution.

Brenda Hanken, 291 North Pine Street, praised the Council for doing a great job. She stated that she recalled when Kara Burrack was hired, her position would be paid by what she brought in.

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

Mayor opened Public Hearing on the proposal to enter into General Obligation Corporate Purpose Loan Agreement. No public comments were received. Mayor closed the hearing.

Farnum reported that the fire equipment has been removed from the bond, as the rural areas will meet in October/November and determine how to proceed with financing. The Fire Board met a few weeks ago and has shown positivity as far as other means to pay for the turnout gear. The cost for the Roger Stephen property sewer extension have been trimmed to under \$1.3M, but the loan agreement is for up to \$2.5M. Phelan questioned if it could be lowered and Farnum stated the Council will make the decision on the numbers once everything is finalized. Farnum stated it is a 15-year bond and could be paid off as early as 7 years, with no penalty. Goedken questioned the highway crossing being removed and Farnum stated the easement has not been secured yet. Goedken questioned the other outstanding bonds and questioned if small street repairs could be made with leftover funds and Farnum stated possibly, but bond counsel would want a resolution stating that. Brenneman moved to approve Resolution #2025-89 taking additional action

Regular Council Meeting
July 7, 2025

on proposal to enter into a General Obligation Corporate Purpose Loan Agreement. Langerman seconded. Roll call was unanimous.

Mayor opened Public Hearing on proposal to Rezone area known as Lot 1 of Brad Stephen's 4th Addition to M-1 Light/Heavy Industrial District, upon annexation to the City. No public comments were received. Mayor closed the hearing.

Goedken moved to approve Resolution #2025-90 Accepting the Voluntary Annexation of certain property generally described as Lot 1 of Bradley Stephen's 4th Addition. Brighton seconded. Roll call was unanimous.

Goedken moved Ordinance #782 Applying zoning upon annexation to M-1 Light/Heavy Industrial District, for Lot 1 of Brad Stephen's 4th Addition, first reading, in title only. Brenneman seconded. Roll call was unanimous.

Ellwood moved to approve Resolution #2025-91 Approving the Site Plan for Tri-County Propane on Lot 1 of Bradley Stephen's 4th Addition (Hinz). Phelan seconded. Roll call was unanimous.

Brighton moved to approve Resolution #2025-92 Approving Pay Request #14 to Bill Bruce Builders, Inc., Re: Wastewater Treatment Plant Improvement Project in the amount of \$728,393.29, Ellwood seconded. Roll call was unanimous.

Goedken moved to approve Resolution #2025-93 Approving the Final Plat for Parcel 2025-39 for Property at 18076 Amber Road (Welter/Dirks). Phelan seconded. Roll call was unanimous.

Joel Robinson with Ikon Investments was present to request support for grant applications for the rehabilitation of the "Lovell Building" at 123 East First Street. A structural engineering firm recently reported that the south wall is showing signs of distress and is critically unstable. At that point, Robinson had the law firm on the first floor vacate the building, which is now barricaded. The second and third floors of the building is currently unused, but Robinson would like to renovate the building and bring new life into it. Brian Wolken, Monticello Main Street Director, stated they discussed 10-12 short-term rental units, which would generate hotel/motel tax revenue. Phelan questioned parking for the rental units and Wolken stated there is parking available nearby. Wolken discussed the grants that are available for a rehabilitation project and the required match, which varies depending upon the grant. Brighton moved to approve Resolution #2025-94 supporting grant application(s) for the rehabilitation of the "Lovell Building" at 123 East First Street. Langerman seconded. Roll call was unanimous.

Goedken moved Ordinance #780 Amending certain provisions of Chapter 106, "Collection of Solid Waste", of the City of Monticello, Iowa Code of Ordinances, third and final reading, in title only. Brenneman seconded. Roll call was unanimous.

Ellwood moved Ordinance #781 Amending certain provisions of Chapter 105, "Solid Waste Control", Section 105.13, Rates for Service, Paragraph 1, of the City of

Monticello, Iowa Code of Ordinance. Brighton seconded, third and final reading, in title only. Roll call unanimous.

Mayor Peach welcomed General Manager/Editor of the Monticello Express, Nick Joos, to Monticello. He stated that the fiber optic companies in town still have some boring holes in the street that haven't been repaired. Kahler stated that the contractor will be working on those this week or next. Peach advised that he will not be in attendance at the next council meeting.

Farnum thanked the 4th of July Parade Committee, City staff and firemen for a great holiday. He stated that Kwik Star has moved the project up and will be breaking ground in a few weeks. The Kardes pumps are open and the store will be opening again soon; Great Jones County Fair is coming up and the Sixth Street easements should be done with legal review this week.

Kahler reported that they continue taking trees down and should be able to get those remaining, then will work on stump grinding. They are also busy getting ready for the Jones County Fair. Peach stated the sweeper does a great job.

Smith stated they are still evaluating the canine, working drills and all-in-all, he is doing well. They too are getting ready for the Great Jones County Fair.

Tjaden reported that Electric Pump has been here working on the SCADA system and will be wrapping up in a few days. Kluesner Construction did a great job on the roadway to the North Well and the camera trailer should be here Thursday. The biosolid building is now up and running.

Oswald reported that tee-ball, softball and baseball wrapped up last week. Volleyball and flag football will start in August and they also have several other events/programs coming up, such as coffee/cards, 5k race, walking tour of Sacred Heart Cemetery, Monticello night at the Kernels, pickleball tournament during Monti Days, line dancing and movie night in the park. There have been two recent fecal incidents at the pool, which required the pool to close early and open later the next day. Both occurred in the baby pool, but the baby pool feeds the shallow end of the big pool.

Brehm reported they are halfway through the summer reading program. This Thursday, teens will be playing Fortnite in the park. They have reduced hours during fair week.

Lynch reported they are getting geared up for the Great Jones County Fair. Peach questioned if there is a charge for a refusal of ambulance services and Lynch stated it depends what services are provided.

Phelan moved to adjourn the meeting at 6:49 P.M.

Wayne Peach, Mayor

Cheryl Clark, Deputy City Clerk

PAYROLL - JULY 10, 2025

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	June 23 - July 6, 2025				
Chris Bell	\$ 917.78	\$ -	0.00	0.00	\$ 786.81
Jamie Coleman	2,558.04	229.24	0.00	0.00	2,016.38
Jordan Fullerton	1,368.17	-	0.00	0.00	1,151.99
Quinn Hansen	1,096.29	-	0.00	0.00	877.68
Mason Hanson	436.65	-	0.00	0.00	364.02
Ronald Herman, Jr.	464.00	-	0.00	0.00	399.31
Jayna Koffron	618.42	-	0.00	0.00	527.90
Lori Lynch	3,457.51	-	0.00	0.00	2,339.80
Coletta Matson	3,023.80	927.88	0.00	0.00	1,954.35
Chloe Mogensen	232.88	-	0.00	0.00	120.60
Sky Monty	1,719.20	-	0.00	0.00	1,274.99
Mandy Norton	319.30	-	0.00	0.00	269.71
Kyle Pierson	20.00	-	0.00	0.00	17.23
Shirlee Scott	2,328.80	-	0.00	0.00	1,756.86
Reggie Welter	576.60	-	0.00	0.00	493.67
TOTAL AMBULANCE	\$ 19,137.44	\$ 1,157.12	0.00	0.00	\$ 14,351.30
CEMETERY	June 23 - July 6, 2025				
Griffin Brokaw	\$ 1,035.00	\$ -	0.00	0.00	\$ 910.01
Chesney Capron	1,035.00	-	0.00	0.00	888.22
Dan McDonald	2,364.96	155.36	0.00	# 0.00	1,764.89
TOTAL CEMETERY	\$ 4,434.96	\$ 155.36	0.00	0.00	\$ 3,563.12
CITY HALL	June 23 - July 6, 2025				
Cheryl Clark	\$ 2,398.40	\$ -	6.00	6.00	\$ 1,689.03
Russ Farnum	3,711.54	-	0.00	0.00	2,529.47
Sally Hinrichsen	3,326.38	-	0.00	0.00	2,060.93
Nanci Tuel	2,282.40	-	0.00	0.00	1,516.17
TOTAL CITY HALL	\$ 11,718.72	\$ -	6.00	6.00	\$ 7,795.60
FIRE					
Joe Bayne	\$ 208.33	\$ -	0.00	0.00	\$ 192.39
Billy Norton	166.67	-	0.00	0.00	143.57
Johnny Russ	125.00	-	0.00	0.00	115.44
Tiler Streets	125.00	-	0.00	0.00	115.44
TOTAL FIRE	\$ 625.00	\$ -	0.00	0.00	\$ 566.84
LIBRARY	June 23 - July 6, 2025				
Faith Brehm	\$ 1,914.40	\$ -	0.00	0.00	\$ 1,460.03
Molli Hunter	1,436.01	-	0.00	0.00	1,151.04
Penny Schmit	1,724.80	-	0.00	0.00	1,156.32
Jacqueline Stadtmueller	600.00	-	0.00	0.00	546.53
TOTAL LIBRARY	\$ 5,675.21	\$ -	0.00	0.00	\$ 4,313.92
MBC	June 23 - July 6, 2025				
Kara Burrack	\$ 1,060.00	\$ -	0.00	0.00	\$ 912.24
Grace Dupuy	1,760.58	-	0.00	0.00	1,350.41
Jacob Oswald	2,642.88	-	0.00	0.00	1,990.31
Peyton Schilling	930.00	-	0.00	0.00	823.54

PAYROLL - JULY 10, 2025

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
Bryce Vaske	300.00	-	0.00	0.00	277.05
Ben Welter	648.75	-	0.00	0.00	591.94
TOTAL MBC	\$ 7,342.21	\$ -	0.00	0.00	\$ 5,945.49
POLICE	June 23 - July 6, 2025				
Dawn Graver	\$ 3,129.70	\$ -	0.00	0.00	\$ 2,319.45
Erik Honda	3,685.05	349.11	0.00	0.00	2,729.50
Jordan Koos	3,335.94	-	21.00	21.00	2,278.45
Cole Millard	2,948.08	-	0.00	0.00	1,969.61
Keanan Shannon	2,239.31	-	0.00	0.00	1,731.00
Britt Smith	3,732.72	-	0.00	0.00	2,816.02
Madonna Staner	1,997.81	72.21	0.00	0.00	1,486.79
Brian Tate	3,489.36	-	0.00	0.00	2,521.56
TOTAL POLICE	\$ 24,557.97	\$ 421.32	21.00	21.00	\$ 17,852.38
ROAD USE	June 23 - July 6, 2025				
Zeb Bowser	\$ 2,373.00	\$ 203.40	0.00	0.00	\$ 1,822.15
Jacob Gravel	2,373.00	203.40	0.00	0.00	1,773.27
Nick Kahler	2,687.50	-	0.00	0.00	1,960.74
Jasper Scott	2,373.00	203.40	0.00	0.00	1,781.43
TOTAL ROAD USE	\$ 9,806.50	\$ 610.20	0.00	0.00	\$ 7,337.59
SEWER	June 21 - July 4, 2025				
Jim Tjaden	\$ 3,071.44	\$ -	0.00	0.00	\$ 2,265.25
TOTAL SEWER	\$ 3,071.44	\$ -	0.00	0.00	\$ 2,265.25
SWIMMING POOL	June 20 - July 3, 2025				
Laila Atkinson	\$ 504.00	\$ -	0.00	0.00	\$ 465.44
Megan Besler	189.00	-	0.00	0.00	174.54
Bailey Brenneman	708.00	-	0.00	0.00	653.83
Emma Bruggemann	230.00	-	0.00	0.00	212.40
Macey Burlage	822.00	-	0.00	0.00	759.12
Allisen Capron	57.75	-	0.00	0.00	53.33
Collin Cashner	99.94	-	0.00	0.00	92.29
Marlee Chapman	393.88	-	0.00	0.00	363.75
Skylar Christensen	266.50	-	0.00	0.00	246.12
Addylin Donovan	82.50	-	0.00	0.00	76.18
Reece Drew	318.50	-	0.00	0.00	294.13
Macy Dusanek	370.56	-	0.00	0.00	342.22
Jill Flynn	1,137.63	-	0.00	0.00	1,047.14
Stella Flynn	785.75	-	0.00	0.00	725.64
Jensen Glawatz	140.00	-	0.00	0.00	129.29
Lily Hall	60.00	-	0.00	0.00	55.41
Zoe Lagunes-Reynolds	591.06	-	0.00	0.00	544.43
Aubrey Lasack	145.00	-	0.00	0.00	133.91
Kaylee Lawrence	390.00	-	0.00	0.00	360.16
Mary Grace Lyons	90.00	-	0.00	0.00	83.11
Stella McDermitt	75.00	-	0.00	0.00	69.26
Adalyn Monk	531.25	-	0.00	0.00	487.96
Tyler Morgan	192.50	-	0.00	0.00	177.77

PAYROLL - JULY 10, 2025

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
Samantha Ruchti	595.63	-	0.00	0.00	550.06
Eli Santa	285.00	-	0.00	0.00	263.20
Brynn Schmit	548.19	-	0.00	0.00	506.25
Alexis Schneiter	732.01	-	0.00	0.00	676.02
Emma Schwendinger	1,210.01	-	0.00	0.00	1,023.74
Ryker Scott	150.00	-	0.00	0.00	138.52
Kendall Siebels	274.26	-	0.00	0.00	253.28
River Smith	446.88	-	0.00	0.00	412.69
Jessica Stadtmueller	478.13	-	0.00	0.00	441.56
Katherine Stadtmueller	828.25	-	0.00	0.00	764.89
Alayna Tallman	125.00	-	0.00	0.00	115.44
Karley Tobiason	82.00	-	0.00	0.00	75.73
Brayden Wahl	197.50	-	0.00	0.00	182.39
Henry Wolken	130.00	-	0.00	0.00	120.05
Abigail Wright	784.38	-	0.00	0.00	703.63
Lily Wright	197.31	-	0.00	0.00	182.22
Nevaeh Yousse	122.50	-	0.00	0.00	113.12
TOTAL SWIMMING POOL	\$ 15,367.87	\$ -	0.00	0.00	\$ 14,070.22
WATER	June 21 - July 4, 2025				
Scott Hagen	\$ 2,389.60	\$ -	0.00	0.00	\$ 1,894.63
Josh Willms	2,229.60	-	9.00	# 9.00	1,523.36
TOTAL WATER	\$ 4,619.20	\$ -	9.00	9.00	\$ 3,417.99
TOTAL - ALL DEPTS.	\$ 106,356.52	\$ 2,344.00	36.00	36.00	\$ 81,479.70

City of Monticello - Monthly Summary -May 1st thru 31st, 2025

6.30.25

Activity	Beginning Fund Balance	Revenue	Interest Earned	Transfers In	Expenses	Transfers Out	Ending Fund Balance	Cash on Hand	Clerk's Cash In Bank		Investments	Ending Fund Balance
									Clerk's Cash In Bank	Clerk's Cash In Bank		
General	1260105.32	227895.67	9034.53	2414.80	125384.99	353553.17	1020502.16	1050.00	592989.90	426462.26		1020502.16
Soldiers Memorial Board	16447.43	350.00					16797.43			16797.43		16797.43
Monticello Bernades Center	36753.03	2644.92	190.96	132500.00	34004.46	10000.00	128084.45	1900.00	73187.55	52996.90		128084.45
Recreation Set-a-Side	10417.35		20.32	10000.00			20437.67		20437.67			20437.67
Youth/Adult Tournament Ckg	29737.58	9980.28			5025.00	12000.00	22735.10			22735.10		22735.10
Dare	6528.97		22.27				6551.24		6551.24			6551.24
Canine	6125.37		21.58				6146.95		641.57	5505.38		6146.95
Insurance Fund	63346.88		230.79	10000.00			73577.67		16711.75	56865.92		73577.67
Tournament Fund	28401.20		102.20	12000.00	6051.54		32451.86		32451.86			32451.86
Monticello Trees Forever	26530.71		102.70		480.00		26153.41		26153.41			26153.41
Fire	-1455.71	566.96	1.31	155600.85	1744.72	69164.35	83804.34		83439.96	364.38		83804.34
Ambulance Operating	345853.87	31050.24	1286.52	24166.67	59468.07	10000.00	332889.23		126691.75	206197.48		332889.23
Hotel/Motel Tax Fund	24388.17	1650.63	94.41				26133.21		26133.21			26133.21
Earl F Lehmann Trust	239.03						239.03			239.03		239.03
Street Bond	750.00						750.00		750.00			750.00
Police Improvement	5850.36	114.00	22.64				5987.00		5987.00			5987.00
Library Improvement	59162.69		219.83		1612.47		57770.05		21562.90	36207.15		57770.05
Library	65103.53	1129.59	246.86	12950.00	16532.54		62897.44	200.00	45407.15	17290.29		62897.44
Equipment Set-A-Side	90254.10		326.51	30000.00			120580.61		30515.79	90064.82		120580.61
Super Mac	6385.52		23.30	7500.00			11150.05		5582.19	5567.86		11150.05
Airport	49980.75	5834.53	188.21		2819.23	16000.00	37184.26		16454.63	20729.63		37184.26
Revolving Loan Fund	48465.28		179.76				48645.04		17747.14	30897.90		48645.04
Road Use Tax	119333.38	45644.78		32739.71	33246.50		164471.37		-30864.20	195335.57		164471.37
Road Use Tax Set-a-side	4329.04	151000.00	82.40		151000.00		4411.44		-18458.48	22869.92		4411.44
Employee Benefits	562802.87	57741.44			53608.87		568935.44		228665.48	338269.96		568935.44
TIF Tax Collections	674474.52	41340.40	3252.84			286455.83	432611.73		186828.74	245782.99		432611.73
Slavka Gehret Trust	43959.58		159.12		1311.86		42806.84		-698.93	43505.77		42806.84
Police Forfeiture Acct	4.95						4.95		4.95			4.95
Debt Service	555932.99	33815.80	1510.38	99782.50	481590.00		209451.67		44964.89	164486.78		209451.67
TIF - Debt Payments	0.00			286455.83	286455.83		0.00					0.00
Park Improvements	122490.13	16580.00	448.85	60000.00	3533.72		195985.26		96213.95	99771.31		195985.26
Library Capital Improvement	15926.92		61.65				15988.57		15988.57			15988.57
Ambulance Improvements	217414.30		794.84				218209.14		33824.40	184384.74		218209.14
TIF Projects	207685.89					41559.39	166126.50		166126.50			166126.50
Cemetery Improvements	52978.91	240.00	541.86				53760.77		1885.30	51875.47		53760.77
Capital Improvements	574530.05	64000.00	485.95	22404.88	8400.00		653020.88		204019.32			653020.88
Low Income Housing	0.00						0.00					0.00
Baty Disc Golf Course	15403.78		57.23		588.00		14873.01		5450.58	9422.43		14873.01
Mary Maxine Redmond Trust	7843.88		28.55				7872.43		798.59	7073.84		7872.43
Pocket Park	12339.17		46.27				12385.44		6552.87	5832.57		12385.44
Cemetery Perpetual Care	192688.41	520.00	347.15				193555.56		1221.00	192334.56		193555.56
Charles S Bidwell Book Trust	86198.60		311.77				86510.37		219.70	86290.67		86510.37
Iona Mary Baker Trust	38077.91		137.95				38215.86		988.37	37227.49		38215.86
Water Operating	245129.36	33006.69	928.36		25128.80	132707.50	121228.11		40158.07	81070.04		121228.11
Customer Deposits	29695.16	1900.00			710.00		30885.16		29312.60	1572.56		30885.16
Water Capital Improvements	554203.25	5164.04	2450.60	50000.00			711817.89		475105.80	214835.04	21877.05	711817.89
Sewer Operating	2671599.73	90857.12	9620.33		45341.98	656372.50	2070362.70		348950.34	1721412.36		2070362.70
Sewer Debt Service	29257.64		372.06	650000.00	42618.03		637011.67		533756.97	103254.70		637011.67
Sewer Capital Improvements	162540.69	5164.04	668.46				168373.19		97358.26	71014.93		168373.19
Sewer WWTF Facility Improv	0.00	2480816.17			2480816.17		0.00					0.00
Sanitation	347802.32	57128.74	1212.64		55765.83		350377.87		95265.74	255112.13		350377.87
Sanitation Capital Improvements	9734.34		37.68				9772.02		9772.02			9772.02
Yard Waste	70093.97	3694.68	261.26		8451.62		65598.29		25905.51	39692.78		65598.29
Storm Water fund	184338.63	6753.68	682.49		630.35	10702.50	180441.95		57851.34	122590.61		180441.95
Self Funded Insurance	0.00						0.00					0.00
Flex Spending	5796.33	1436.55			1581.71		5651.17		5651.17			5651.17
Enterprise Flex Spending	107.48				107.48		107.48		107.48			107.48
	10092085.61	3379010.95	36857.43	1598515.24	3936661.06	1598515.24	9570292.93	3150.00	3812323.57	5244169.19	510650.17	9570292.93

City of Monticello
Bank Reconciliation Report
For the Month of May 2025

Bank Balance		
General Checking	\$3,892,118.13	
Property Tax & Water	\$5,244,169.19	
Soldiers Memorial Ckg	\$16,797.43	
Earl F Lehmann Trust	\$239.03	
Youth/Adult Tournament Ckg	\$23,560.10	
Citizen's Savings	\$470,878.61	
Wastewater TMT Loan Acct	\$1,614,868.98	
Total Bank Balance		\$11,262,631.47
Plus (Minus) Adjustment:		
Bank Charge/Error	\$0.00	
Total Adjustment		\$0.00
Plus Outstanding Credit Card Pymt:		
Credit Card Payments	\$922.66	
Total Outstanding Credit Card Pymts		\$922.66
Less Outstanding Checks:		
Financial/Payroll	\$80,717.22	
Soldiers Memorial		
Citizens State Bank	\$1,614,868.98	
Officiating	\$825.00	
Total Outstanding Checks		\$1,696,411.20
Plus Investments:		
Time Certificates		
Petty Cash	\$3,150.00	
Total Investments		\$3,150.00
Treasurer's Balance		\$9,570,292.93

Prepared By: <u>Sally Hinrichsen</u>	<u>6-29-2025</u>
Sally Hinrichsen, City Clerk	Date
Reviewed by: <u>Russell Farnum</u>	<u>6-30-25</u>
Russell Farnum, City Administrator	Date

City of Monticello
Cash On Hand By Bank
For May 31, 2025

May 6 30.25

Bank					
Account type & number	Amount	Interest rate	Maturity date	Length of investment	Purpose
F & M Bank					
Checking #700502479	\$1,614,868.98		N/A		Interim Loan Acct
Total by Bank	\$1,614,868.98				
Citizens State Bank					
Savings # 6025641	\$239.03		N/A		Earl F Lehmann Trust
Checking #394486	\$16,797.43		N/A		Soldier Memorial
Savings # 6467260	\$470,878.61		N/A		General Savings
Total by Bank	\$487,915.07				
Dutrac Credit Union					
Total by Bank	\$0.00				
Fidelity Bank & Trust					
Total by Bank	\$0.00				
Ohnward Bank & Trust					
General Ckg/Sweep #40002008	\$3,892,118.13	1.25	N/A		General Checking
Property Tax & Water #40001992	\$5,244,169.19	1.25	N/A		General Savings
Youth/Adult Tournamt Ckg #618231	\$23,560.10		N/A		Youth/Adult Tournamt
Total by Bank	\$9,159,847.42				
Total Cash on Hand- All Banks	\$11,262,631.47				
Plus Petty Cash	\$3,150.00				Clerk's Office, Library, Aquatic Center and Berndes Center
Adjust Bank Error	\$0.00				
Plus Outstanding Credit Card Pymt	\$922.66				
Less Outstanding Checks	\$1,696,411.20				
Treasurer's Balance	\$9,570,292.93				

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

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

TREASURER'S REPORT

CALENDAR 5/2025, FISCAL 11/2025

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	1,260,105.32	239,335.00	478,938.16	.00	1,020,502.16
003 SOLDIER MEMORIAL FUND	16,447.43	350.00	.00	.00	16,797.43
005 MONTICELLO BERNDEN CENT	36,753.03	135,335.88	44,004.46	.00	128,084.45
006 RECREATIONAL SET-A-SIDE	10,417.35	10,020.32	.00	.00	20,437.67
007 YOUTH/ADULT TOURNAMT CK	29,737.58	10,022.52	17,025.00	.00	22,735.10
008 DARE	6,528.97	22.27	.00	.00	6,551.24
009 POLICE CANINE UNIT	6,125.37	21.58	.00	.00	6,146.95
010 INSURANCE	63,346.88	10,230.79	.00	.00	73,577.67
012 TOURNAMENT FUND-GEN CKG	26,401.20	12,102.20	6,051.54	.00	32,451.86
013 SPECIAL EVENTS	.00	.00	.00	.00	.00
014 MONTICELLO TREES FOREVE	26,530.71	102.70	480.00	.00	26,153.41
015 FIRE	1,455.71-	156,169.12	70,909.07	.00	83,804.34
016 AMBULANCE	345,853.87	56,503.43	69,468.07	.00	332,889.23
018 HOTEL/MOTEL TAX	24,388.17	1,745.04	.00	.00	26,133.21
022 EARL F LEHMANN TRUST	239.03	.00	.00	.00	239.03
023 TRUST FUND/STREET BOND	750.00	.00	.00	.00	750.00
026 POLICE IMPROVEMENT	5,850.36	136.64	.00	.00	5,987.00
030 LIBRARY IMPROVEMENT	59,162.69	219.83	1,612.47	.00	57,770.05
041 LIBRARY	65,103.53	14,326.45	16,532.54	.00	62,897.44
042 SPORTS COMPLEX	.00	.00	.00	.00	.00
044 EQUIPMENT SET-A-SIDE	90,254.10	30,326.51	.00	.00	120,580.61
045 SUPER MAC FUND	6,385.52	7,523.30	2,758.77	.00	11,150.05
046 AIRPORT	49,980.75	6,022.74	18,819.23	.00	37,184.26
050 REVOLVING LOAN FUND	48,465.28	179.76	.00	.00	48,645.04
110 ROAD USE	119,333.38	78,384.49	33,246.50	.00	164,471.37
111 ROAD USE SETASIDE	4,329.04	151,082.40	151,000.00	.00	4,411.44
112 EMPLOYEE BENEFITS	562,802.87	57,741.44	53,608.87	.00	566,935.44
125 TIF -SPECIAL REVENUE	674,474.52	44,593.04	286,455.83	.00	432,611.73
178 TRUST/SLAVKA GEHRET FUN	43,959.58	159.12	1,311.86	.00	42,806.84
180 POLICE FORFEITURE	4.95	.00	.00	.00	4.95
200 DEBT SERVICE	555,932.99	135,108.68	481,590.00	.00	209,451.67
225 TIF - DEBT	.00	286,455.83	286,455.83	.00	.00
300 ARPA CAPITAL FUND	.00	.00	.00	.00	.00
313 PARK IMPROVEMENT	122,490.13	77,028.85	3,533.72	.00	195,985.26
316 LIB CAPITAL IMPROVEMENT	15,926.92	61.65	.00	.00	15,988.57
319 AMBULANCE IMPROVEMENT	217,414.30	794.84	.00	.00	218,209.14
325 TIF PROJECT	207,685.89	.00	41,559.39	.00	166,126.50
326 TRUST/CEMETERY IMPROVEM	52,978.91	781.86	.00	.00	53,760.77
328 FAMILY AQUATIC CENTER C	.00	.00	.00	.00	.00
332 CAPITAL IMPROVEMENT	574,530.05	86,890.83	8,400.00	.00	653,020.88
333 MYSBA CAPITAL FUND	.00	.00	.00	.00	.00
336 LOW INCOME HOUSING FUND	.00	.00	.00	.00	.00
337 MDC FUNDS	.00	.00	.00	.00	.00
338 BATY DISC GOLF COURSE	15,403.78	57.23	588.00	.00	14,873.01
339 MARY MAXINE REDMOND TRU	7,843.88	28.55	.00	.00	7,872.43
375 POCKET PARK	12,339.17	46.27	.00	.00	12,385.44
500 TRUST/CEMETERY PERPETUA	192,688.41	867.15	.00	.00	193,555.56
502 C.C. BIDWELL LIBRARY BO	86,198.60	311.77	.00	.00	86,510.37
503 TRUST/IOMA MARY BAKER	38,077.91	137.95	.00	.00	38,215.86
600 WATER	245,129.36	33,935.05	157,836.30	.00	121,228.11
601 WATER BOND SINKING	.00	.00	.00	.00	.00
602 CUSTOMER DEPOSITS	29,695.16	1,900.00	710.00	.00	30,885.16
603 WATER IMPROVEMENT	.00	.00	.00	.00	.00

TREASURER'S REPORT

CALENDAR 5/2025, FISCAL 11/2025

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
604 WATER CAPITAL IMPROVEME	654,203.25	57,614.64	.00	.00	711,817.89
610 SEWER	2,671,599.73	100,477.45	701,714.48	.00	2,070,362.70
611 SEWER RESERVE	.00	.00	.00	.00	.00
612 SEWER DEBT SERVICE	29,257.64	650,372.06	42,618.03	.00	637,011.67
613 SEWER CAPITAL IMPROVEME	162,540.69	5,832.50	.00	.00	168,373.19
614 SEWER IMPROVEMENT	.00	.00	.00	.00	.00
616 SEWER WWT FACILITY IMPR	.00	2,480,816.17	2,480,816.17	.00	.00
618 SWR DEBT SERVICE RESERV	.00	.00	.00	.00	.00
620 SWR SHORT-LIVED ASSET R	.00	.00	.00	.00	.00
670 SANITATION	347,802.32	58,341.38	55,765.83	.00	350,377.87
671 SANITATION CAPITAL IMPR	9,734.34	37.68	.00	.00	9,772.02
675 YARD WASTE SITE	70,093.97	3,955.94	8,451.62	.00	65,598.29
740 STORM WATER	184,338.63	7,436.17	11,332.85	.00	180,441.95
820 INTERNAL REV SELF FUNDE	.00	.00	.00	.00	.00
950 FLEX SPENDING FUND	5,796.33	1,436.55	1,581.71	.00	5,651.17
951 ENTERPRISE FLEX SPENDIN	107.48	.00	.00	.00	107.48
Report Total	10,092,085.61	5,013,383.62	5,535,176.30	.00	9,570,292.93

CLAIMS REPORT

Check Range: 7/22/2025- 7/22/2025

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
AARON'S AUTOMOTIVE LLC	PD VEHICLE OPERATING	401.90			
BLACK HILLS ENERGY	4801 5237 59	25.88			
INFRASTRUCTURE TECHNOLOGY	PD COMPUTER SUPPORT FEES	125.59			
JOHN DEERE FINANCIAL	PD SUPPLIES	26.98			
MONTICELLO COMM SCHOOL DISTRICT	PD FUEL	1,178.66			
LASER TECH USA, INC. DBA	PD BUILDING SUPPLIES	42.99			

	110 POLICE DEPARTMENT TOTAL		1,802.00		
STREET LIGHTS					
ALLIANT ENERGY-IES	2203 AMBER RD X44 ELECTRIC	69.69			

	230 STREET LIGHTS TOTAL		69.69		
AQUATIC CENTER					
CARTER BALENTINE	POOL PARTY DAMAGE DEPOSIT REF	200.00			
BLACK HILLS ENERGY	6214 3735 03	403.31			
CARRICO AQUATIC RESOURCES INC	POOL CAPITAL EQUIPMENT	19,258.05			
FAREWAY STORES #840-1	POOL CONCESSIONS	485.05			
STATE HYGIENIC LABORATORY	POOL LAB TESTS	29.00			
INFRASTRUCTURE TECHNOLOGY	POOL OFFICE SUPPLIES	74.83			
JOHN DEERE FINANCIAL	POOL CONCESSIONS	106.37			
LAPORTE MOTOR SUPPLY	POOL EQUIP REPAIR/MAINT	24.39			
MYERS-COX CO.	POOL CONCESSIONS	3,968.48			
LASER TECH USA, INC. DBA	POOL BUILDING SUPPLIES	338.13			

	440 AQUATIC CENTER TOTAL		24,887.61		
CEMETERY					
IBEN CONSTRUCTION CO INC	CEM GRAVE OPENINGS - APR-JUNE	1,125.00			
MONTICELLO COMM SCHOOL DISTRICT	CEMETERY FUEL	241.08			

	450 CEMETERY TOTAL		1,366.08		
SOLDIER'S MEMORIAL BOARD					
MEDIACOM	SLDR MEM TELEPHONE	20.31			

	498 SOLDIER'S MEMORIAL BOARD TOTAL		20.31		
CLERK/CITY ADMIN					
MOLLI JENN HUNTER	JANITORIAL SERVICES	262.50			

	620 CLERK/CITY ADMIN TOTAL		262.50		
CITY HALL/GENERAL BLDGS					
BLACK HILLS ENERGY	1287 4080 48	44.29			
INFRASTRUCTURE TECHNOLOGY	CH MISC CONTRACT WORK	302.24			
MEDIACOM	CH TELEPHONE	20.31			
MONTICELLO ROTARY CLUB	CH DUES - FARNUM	160.00			
LASER TECH USA, INC. DBA	CH OFFICE SUPPLIES	90.18			

CLAIMS REPORT

Check Range: 7/22/2025- 7/22/2025

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	650 CITY HALL/GENERAL BLDGS TOTAL		617.02		
	001 GENERAL TOTAL		29,025.21		
MONTICELLO BERNDEN CENTER					
PARKS					
ALLIANT ENERGY-IES	325 DIAMOND DR ELECTRIC		27.24		
BLACK HILLS ENERGY	3293 7656 61		85.05		
JACOB HEINSIUS	MBC PEST CONTROL		70.00		
BRIAN CROWLEY	MBC EQUIP REPAIR/MAINT		380.00		
FAREWAY STORES #840-1	MBC DINNER & DANCING EVENT		28.69		
MOLLI JENN HUNTER	JANITORIAL SERVICES		227.50		
INFRASTRUCTURE TECHNOLOGY	MBC OFFICE SUPPLIES		267.67		
IOWA PARK & RECREATION ASSN	MBC MEMBERSHIP DUES - OSWALD		540.00		
JOHN DEERE FINANCIAL	MBC GROUNDS SUPPLIES		58.71		
STEVE MONK CONSTRUCTION	MBC MOWING CONTRACT		6,469.33		
MONTICELLO COMM SCHOOL DISTRICT	MBC FUEL		348.07		
LASER TECH USA, INC. DBA	MBC GROUNDS SUPPLIES		1,253.57		
PATRICIA LEIGH SCHMID	MBC REC CONTRACT SERVICES		1,020.00		
SPAHN & ROSE LUMBER CO INC	MBC GROUNDS SUPPLIES		16.99		
	430 PARKS TOTAL		10,792.82		
	005 MONTICELLO BERNDEN CENTER TOTAL		10,792.82		
FIRE					
FIRE					
BLACK HILLS ENERGY	7971 7910 14		44.29		
EXPRESS SIGN & LOGO LLC	FIRE SUPPLIES		16.00		
INFRASTRUCTURE TECHNOLOGY	FIRE COMPUTER SUPPORT FEES		28.73		
JOHN DEERE FINANCIAL	FIRE SUPPLIES		60.97		
KARDES INC	FIRE FUEL		63.81		
MONTICELLO COMM SCHOOL DISTRICT	FIRE FUEL		442.99		
	150 FIRE TOTAL		656.79		
	015 FIRE TOTAL		656.79		
AMBULANCE					
AMBULANCE					
BLACK HILLS ENERGY	4801 5237 59		25.88		
BOUND TREE MEDICAL, LLC	AMB MEDICAL SUPPLIES		1,409.92		
INFRASTRUCTURE TECHNOLOGY	AMB DATA PROCESSING		24.28		
MONTICELLO COMM SCHOOL DISTRICT	AMB FUEL		1,279.04		
LASER TECH USA, INC. DBA	AMB BUILDING SUPPLIES		43.00		
PHYSICIAN'S CLAIM COMPANY	AMB BILLING FEES		7,108.05		
	160 AMBULANCE TOTAL		9,890.17		

CLAIMS REPORT

Check Range: 7/22/2025- 7/22/2025

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	016 AMBULANCE TOTAL		9,890.17		
LIBRARY					
LIBRARY					
CULLIGAN TOTAL WATER -	LIB BUILDING SUPPLIES	34.17			
MOLLI JENN HUNTER	JANITORIAL SERVICES	227.50			
MEDIACOM	LIB TELEPHONE	40.61			
MICRO MARKETING LLC	LIB AUDIO RECORDINGS	92.74			
OVERDRIVE	LIB PROCESSING	1,269.60			
	410 LIBRARY TOTAL		1,664.62		
	041 LIBRARY TOTAL		1,664.62		
AIRPORT					
AIRPORT					
ALLIANT ENERGY-IES	20373 HWY 38 AIRPORT ELECTRIC	37.29			
MONTICELLO AVIATION INC	AIRPORT EQUIP REPAIR/MAINT	69.19			
MONTICELLO COMM SCHOOL DISTRICT	AIRPORT FUEL	22.99			
	280 AIRPORT TOTAL		129.47		
	046 AIRPORT TOTAL		129.47		
ROAD USE					
STREETS					
BLACK HILLS ENERGY	5682 1986 07	12.97			
W.W. GRAINGER, INC	RU OSHA SUPPLIES	115.29			
HENNICK TREE SERVICE LLC	RU TREE & STUMP REMOVAL	1,950.00			
HOTSY CLEANING SYSTEMS	RU SUPPLIES	280.00			
INFRASTRUCTURE TECHNOLOGY	RU UTILITIES	12.33			
J&R SUPPLY INC	RU STREET MAINTENANCE SUPPLIES	1,684.88			
JOHN DEERE FINANCIAL	RU EQUIP REPAIR/MAINT	714.02			
KARDES INC	RU FUEL	129.19			
LAPORTE MOTOR SUPPLY	RU EQUIP REPAIR/MAINT	29.84			
MID-AMERICAN RESEARCH CHEMICAL	RU STREET MAINTENANCE SUPPLIES	4,994.42			
MONTICELLO COMM SCHOOL DISTRICT	RU FUEL	840.75			
SPAHN & ROSE LUMBER CO INC	RU STREET MAINTENANCE SUPPLIES	32.25			
	210 STREETS TOTAL		10,795.94		
	110 ROAD USE TOTAL		10,795.94		
TIF PROJECT					
CAPITAL PROJECTS					
SNYDER & ASSOCIATES, INC	NORTHBRIDGE ESTATES	7,271.20			
	750 CAPITAL PROJECTS TOTAL		7,271.20		

CLAIMS REPORT

Check Range: 7/22/2025- 7/22/2025

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	325 TIF PROJECT TOTAL	7,271.20			
BATY DISC GOLF COURSE PARKS					
STEVE MONK CONSTRUCTION	BATY DG MOWING	784.00			
	430 PARKS TOTAL	784.00			
	338 BATY DISC GOLF COURSE TOTAL	784.00			
C.C. BIDWELL LIBRARY BOOK LIBRARY					
MICRO MARKETING LLC	LIB BIDWELL BOOKS	23.99			
	410 LIBRARY TOTAL	23.99			
	502 C.C. BIDWELL LIBRARY BOOK TOTAL	23.99			
TRUST/IOMA MARY BAKER LIBRARY					
CENTER POINT PUBLISHING	LIB BAKER BOOKS	49.14			
	410 LIBRARY TOTAL	49.14			
	503 TRUST/IOMA MARY BAKER TOTAL	49.14			
WATER					
WATER					
BLACK HILLS ENERGY	1287 4080 48	101.55			
HAWKINS WATER TREATMENT	WATER SYSTEM	1,002.65			
STATE HYGIENIC LABORATORY	WATER LAB TESTS	58.00			
INFRASTRUCTURE TECHNOLOGY	WATER DATA PROCESSING	21.78			
IOWA DEPT OF NATURAL RESOURCES	WATER DUES	439.22			
IOWA ONE CALL	WATER SYSTEM	32.05			
JOHN DEERE FINANCIAL	WATER SUPPLIES	53.94			
STEVE MONK CONSTRUCTION	WATER SYSTEM	113.34			
MONTICELLO COMM SCHOOL DISTRICT	WATER FUEL	205.35			
SPAHN & ROSE LUMBER CO INC	WATER BLDG REPAIR/MAINT	77.99			
UNITY POINT CLINIC -	WATER OSHA - HAGEN	21.00			
	810 WATER TOTAL	2,126.87			
	600 WATER TOTAL	2,126.87			
SEWER					
SEWER					
BLACK HILLS ENERGY	1319 3143 12	75.98			
FAREWAY STORES #840-1	SEWER LAB SUPPLIES	41.14			
STATE HYGIENIC LABORATORY	SEWER LAB TESTS	1,299.00			

CLAIMS REPORT

Check Range: 7/22/2025- 7/22/2025

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
INFRASTRUCTURE TECHNOLOGY	SEWER DATA PROCESSING	9.83			
IOWA ONE CALL	SEWER SYSTEM	32.05			
MICHAEL J JACOBS	SEWER SYSTEM	1,160.00			
JOHN DEERE FINANCIAL	SEWER SUPPLIES	78.97			
MONTICELLO COMM SCHOOL DISTRICT	SEWER FUEL	205.38			
TRI COUNTY PROPANE LLC	SEWER UTILITIES	700.28			
UNITY POINT CLINIC -	SEWER OSHA - HAGEN	21.00			

	815 SEWER TOTAL	3,623.63			

	610 SEWER TOTAL	3,623.63			
SANITATION					
SANITATION					
BLACK HILLS ENERGY	5682 1986 07	12.97			
JONES COUNTY SOLID WASTE	SANITATION LOAD TICKETS	18.85			
MONTICELLO COMM SCHOOL DISTRICT	SANITATION FUEL	44.41			
REPUBLIC SERVICES	DUMPSTER COLLECTIONS	17,220.25			

	840 SANITATION TOTAL	17,296.48			

	670 SANITATION TOTAL	17,296.48			
STORM WATER					
STORM WATER FUND					
STEVE MONK CONSTRUCTION	STORMWATER MAINTENANCE	293.33			

	865 STORM WATER FUND TOTAL	293.33			

	740 STORM WATER TOTAL	293.33			
		=====			
	Accounts Payable Total	94,423.66			

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

	FUND NAME	AMOUNT
001	GENERAL	29,025.21
005	MONTICELLO BERNDEN CENTER	10,792.82
015	FIRE	656.79
016	AMBULANCE	9,890.17
041	LIBRARY	1,664.62
046	AIRPORT	129.47
110	ROAD USE	10,795.94
325	TIF PROJECT	7,271.20
338	BATY DISC GOLF COURSE	784.00
502	C.C. BIDWELL LIBRARY BOOK	23.99
503	TRUST/IOMA MARY BAKER	49.14
600	WATER	2,126.87
610	SEWER	3,623.63
670	SANITATION	17,296.48
740	STORM WATER	293.33

	TOTAL FUNDS	94,423.66

MINUTES TO SET DATE FOR SALE OF
BONDS AND AUTHORIZE OFFICIAL
STATEMENT FOR BONDS

435926-42

Monticello, Iowa

July 21, 2025

The City Council of the City of Monticello, Iowa, met on July 21, 2025, at ____ p.m. at the City Hall Chambers, Monticello, Iowa.

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

Present: _____

Absent: _____.

After due consideration and discussion, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

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

• • • •

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

Mayor

Attest:

City Clerk

RESOLUTION NO. _____

Resolution setting the date for the sale of General Obligation Sewer Improvement Bonds, Series 2025 and authorizing the use of a preliminary official statement in connection therewith

WHEREAS, the City of Monticello (the “City”), in Jones County, State of Iowa, heretofore proposed to enter into a General Obligation Sewer Improvement Loan Agreement (the “Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$2,500,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of undertaking improvements to the municipal sanitary sewer system, and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on July 7, 2025; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of General Obligation Sewer Improvement Bonds, Series 2025 (the “Bonds”) to be issued in evidence of the obligation of the City under the Loan Agreement, and it is now necessary to make provision for the approval of the P.O.S. and to authorize its use by PFM Financial Advisors LLC, as municipal advisor (the “Municipal Advisor”) to the City; and

WHEREAS, it is now necessary to set the date for the sale of the Bonds and to make provision for the advertisement thereof;

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

Section 1. The City staff is hereby authorized to take such action as shall be deemed necessary and appropriate, with the assistance of the Municipal Advisor, to prepare the P.O.S. describing the Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.

Section 2. The use by the Municipal Advisor of the P.O.S. in substantially the form as has been presented to and considered by the City Council is hereby approved, and the Municipal Advisor is hereby authorized to prepare and use a final Official Statement for the Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Bonds and the resolution, when adopted, providing for the sale and issuance of the Bonds. The City Administrator is hereby authorized and directed to execute a final Official Statement for the Bonds, if requested by the Municipal Advisor. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 3. Sealed bids for the purchase of the Bonds shall be submitted, as set forth in the P.O.S., received and canvassed on behalf of the City until 10:00 a.m. on August 4, 2025, at the City Hall, in the City, and the City Council shall meet on the same date at 6:00 p.m., at Monticello Renaissance Center, Monticello, Iowa, for the purpose of considering such bids received and considering and passing a resolution providing for the award of the Bonds. The Municipal Advisor is hereby authorized and directed to disseminate the notice of said sale, in compliance with the

Internal Revenue Service regulations governing “Issue Price” determinations, such notice to minimally contain information regarding Establishment of Issue Price set forth in the “Terms of Offering” attached to the P.O.S. and to be in such form as the Municipal Advisor may deem to be appropriate.

Section 4. Pursuant to Section 75.14 of the Code of Iowa, the City Council hereby authorizes the use of electronic bidding procedures for the sale of the Bonds through PARITY®, and hereby finds and determines that the PARITY® competitive bidding system will provide reasonable security and maintain the integrity of the competitive bidding process and will facilitate the delivery of bids by interested parties under the circumstances of this bond sale.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved July 21, 2025.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
JONES COUNTY
CITY OF MONTICELLO

SS:

I, the undersigned, City Clerk of the City of Monticello, do hereby certify that attached hereto is a true and correct copy of all of the proceedings of the City Council relating to the fixing of a date for the sale of General Obligation Sewer Improvement Bonds, Series 2025 and approving a preliminary official statement for the sale of the Bonds, as referred to herein.

WITNESS MY HAND this _____ day of _____, 2025.

City Clerk

PRELIMINARY OFFICIAL STATEMENT DATED JULY 21, 2025

New Issue

Rating: Application made to Moody's Ratings

In the opinion of Dorsey & Whitney LLP, Bond Counsel, according to present laws, rulings and decisions and assuming the accuracy of certain representations and compliance with certain covenants, the interest on the Bonds (i) is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code"), and (ii) is not an item of tax preference for purposes of the federal alternative minimum tax imposed on noncorporate taxpayers by Section 55 of the Code. Interest on the Bonds may, however, be taken into account in determining adjusted financial statement income for purposes of the federal alternative minimum tax imposed on applicable corporations (as defined in Section 59(k) of the Code). See "TAX EXEMPTION AND RELATED TAX MATTERS" herein.

CITY OF MONTICELLO, IOWA

\$1,965,000* General Obligation Sewer Improvement Bonds, Series 2025

BIDS RECEIVED: Monday, August 4, 2025, 10:00 A.M., Central Time

AWARD: Monday, August 4, 2025, 6:00 P.M., Central Time

Dated: Date of Delivery (September 2, 2025)

Principal Due: June 1, as shown inside front cover

The \$1,965,000* General Obligation Sewer Improvement Bonds, Series 2025 (the "Bonds") are being issued pursuant to Subchapter III of Chapter 384 of the Code of Iowa and a resolution (the "Resolution") to be adopted by the City Council of the City of Monticello, Iowa (the "City"). The Bonds are being issued for the purpose of paying the cost, to that extent, of undertaking improvements to the municipal sanitary sewer system.

The purchaser of the Bonds agrees to enter into a loan agreement (the "Loan Agreement") with the City pursuant to authority contained in Section 384.24A of the Code of Iowa. The Bonds are issued in evidence of the City's obligations under the Loan Agreement. The Bonds are general obligations of the City, for which the City will pledge to levy ad valorem taxes against all property within the City without limitation as to rate or amount.

The Bonds will be issued as fully registered Bonds without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository for the Bonds. Individual purchases may be made in book-entry-only form in the principal amount of \$5,000 and integral multiples thereof. The purchaser will not receive certificates representing their interest in the Bonds purchased. Principal of the Bonds, payable annually on each June 1, beginning June 1, 2027 and interest on the Bonds, payable initially on December 1, 2025, and thereafter on each June 1 and December 1, will be paid to DTC by the City's Registrar/Paying Agent, UMB Bank N.A., West Des Moines, Iowa (the "Registrar"). DTC will in turn remit such principal and interest to its participants for subsequent disbursements to the beneficial owners of the Bonds as described herein. Interest and principal shall be paid to the registered holder of a bond as shown on the records of ownership maintained by the Registrar as the 15th day of the month preceding such interest payment date (the "Record Date").

THE BONDS WILL MATURE AS LISTED ON THE INSIDE FRONT COVER

MINIMUM BID:	\$1,945,350
GOOD FAITH DEPOSIT:	\$19,650 Required of Purchaser Only
TAX MATTERS:	Federal: Tax-Exempt State: Taxable See "TAX EXEMPTION AND RELATED TAX MATTERS" for more information.

The Bonds are offered, subject to prior sale, withdrawal or modification, when, as and if issued and subject to the unqualified approving legal opinion of Dorsey & Whitney LLP, Bond Counsel, Des Moines, Iowa, to be furnished upon delivery of the Bonds. It is expected the Bonds will be available for delivery through the facilities of DTC on or about September 2, 2025. The Preliminary Official Statement in the form presented is deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to revisions, corrections or modifications as determined to be appropriate and is authorized to be distributed in connection with the offering of the Bonds for sale.

* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion, amendment or other change without notice. The Bonds may not be sold nor may offers to buy be accepted prior to the time the Preliminary Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the applicable securities laws of any such jurisdiction.

CITY OF MONTICELLO, IOWA

\$1,965,000* General Obligation Sewer Improvement Bonds, Series 2025

MATURITY: The Bonds will mature June 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2027	\$100,000	2034	\$140,000
2028	105,000	2035	150,000
2029	110,000	2036	155,000
2030	115,000	2037	165,000
2031	120,000	2038	170,000
2032	130,000	2039	180,000
2033	135,000	2040	190,000

*** PRINCIPAL**

ADJUSTMENT: Preliminary; subject to change. The aggregate principal amount of the Bonds, and each scheduled maturity thereof, are subject to increase or decrease by the City or its designee after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$2,500,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive, and shall be binding upon the successful bidder.

INTEREST: December 1, 2025 and semiannually thereafter on each June 1 and December 1.

REDEMPTION: The Bonds due after June 1, 2033 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

COMPLIANCE WITH S.E.C. RULE 15c2-12

Municipal obligations (issued in an aggregate amount over \$1,000,000) are subject to General Rules and Regulations, Securities Exchange Act of 1934, Rule 15c2-12 Municipal Securities Disclosure.

Preliminary Official Statement: The Preliminary Official Statement was prepared for the City for dissemination to prospective bidders. Its primary purpose is to disclose information regarding the Bonds to prospective bidders in the interest of receiving competitive bids in accordance with the TERMS OF OFFERING contained herein. Unless an addendum is received prior to the sale, the document shall be deemed the final “Preliminary Official Statement”.

Review Period: The Preliminary Official Statement has been distributed to City staff as well as to prospective bidders for an objective review of its disclosure. Comments, omissions or inaccuracies must be submitted to PFM Financial Advisors LLC (the “Municipal Advisor”) at least two business days prior to the sale. Requests for additional information or corrections in the Preliminary Official Statement received on or before this date will not be considered a qualification of a bid received. If there are any changes, corrections or additions to the Preliminary Official Statement, prospective bidders will be informed by an addendum at least one business day prior to the sale.

Final Official Statement: Upon award of sale of the Bonds, the legislative body will authorize the preparation of a final Official Statement that includes the offering prices, interest rates, aggregate principal amount, principal amount per maturity, selling compensation, anticipated delivery date and other information required by law and the identity of the underwriter (the “Syndicate Manager”) and syndicate members. Copies of the final Official Statement will be delivered to the Syndicate Manager within seven business days following the bid acceptance.

REPRESENTATIONS

No dealer, broker, salesman or other person has been authorized by the City, the Municipal Advisor or the underwriter to give any information or to make any representations other than those included in the Preliminary Official Statement or the final Official Statement and, if given or made, such information and representations must not be relied upon as having been authorized by the City, the Municipal Advisor or the underwriter. The Preliminary Official Statement or the final Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the City and other sources which are believed to be reliable, but it is not to be construed as a representation by the Municipal Advisor or underwriter. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of the Preliminary Official Statement or the final Official Statement, nor any sale made thereafter shall, under any circumstances, create any implication there has been no change in the affairs of the City or in any other information contained herein, since the date hereof.

The Preliminary Official Statement and any addenda thereto were prepared relying on information from the City and other sources, which are believed to be reliable.

The Bonds are being offered when, and if issued by the City and accepted by the underwriter, subject to receipt of an opinion on the legality, validity, and tax exemption by Dorsey & Whitney LLP, Des Moines, Iowa, Bond Counsel. It is expected the Bonds, in the definitive form, will be available on or about September 2, 2025, via Fast Automated Securities Transfer delivery with the Registrar holding the Bonds on behalf of DTC.

Compensation of the Municipal Advisor, payable entirely by the City, is contingent upon the sale of the Bonds.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, the Preliminary Official Statement for purposes of, and as that term is defined in, Securities and Exchange Commission Rule 15c2-12.

CITY OF MONTICELLO, IOWA

Mayor and City Council

Wayne Peach, Mayor
Scott Brighton, Council Member – At-Large
Candy Langerman, Council Member – At-Large
Dave Goedken, Council Member – At-Large
Josh Brenneman, Council Member – At-Large
Mary Phelan, Council Member – At-Large
Jake Ellwood, Council Member – At-Large

Administration

Russell Farnum, City Administrator
Sally Hinrichsen, City Clerk/Treasurer

City Attorney

Douglas Herman
Cedar Rapids, Iowa

Bond Counsel

Dorsey & Whitney LLP
Des Moines, Iowa

Municipal Advisor

PFM Financial Advisors LLC
Des Moines, Iowa

TABLE OF CONTENTS

TERMS OF OFFERING	i
SCHEDULE OF BOND YEARS.....	vi

EXHIBIT 1 - FORMS OF ISSUE PRICE CERTIFICATES

Introduction	1
Authority And Purpose	1
Interest	1
Optional Redemption.....	1
Payment of And Security For the Bonds	2
Book-Entry-Only Issuance	2
Future Financing.....	4
Litigation	4
Debt Payment History.....	4
Legal Matters	4
Tax Exemption and Related Tax Matters	5
Bondholder's Risks	6
Rating.....	10
Municipal Advisor.....	11
Continuing Disclosure	11
Financial Statements	11
Certification	11

APPENDIX A - GENERAL INFORMATION ABOUT THE CITY OF MONTICELLO, IOWA

APPENDIX B - FORM OF LEGAL OPINION

APPENDIX C - JUNE 30, 2024 INDEPENDENT AUDITOR’S REPORTS

APPENDIX D - FORM OF CONTINUING DISCLOSURE CERTIFICATE

OFFICAL BID FORM

TERMS OF OFFERING

CITY OF MONTICELLO, IOWA

\$1,965,000* General Obligation Sewer Improvement Bonds, Series 2025

Bids for the purchase of the City of Monticello, Iowa's (the "City") \$1,965,000* General Obligation Sewer Improvement Bonds, Series 2025 (the "Bonds") will be received on Monday, August 4, 2025, before 10:00 A.M., Central Time, after which time they will be tabulated. The City Council will consider award of the Bonds at 6:00 P.M., Central Time, on the same day. Questions regarding the sale of the Bonds should be directed to the City's Municipal Advisor, PFM Financial Advisors LLC (the "Municipal Advisor"), 801 Grand Avenue, Ste. 3300, Des Moines, Iowa 50309, telephone (515) 724-5737. Information may also be obtained from Sally Hinrichsen, City Clerk/Treasurer, City of Monticello, 200 East First Street, Monticello, Iowa 52310, telephone (319) 465-3577.

The following section sets forth the description of certain terms of the Bonds as well as the TERMS OF OFFERING with which all bidders and bid proposals are required to comply.

DETAILS OF THE BONDS

GENERAL OBLIGATION SEWER IMPROVEMENT BONDS, SERIES 2025 in the principal amount of \$1,965,000*, to be dated the date of delivery (anticipated to be September 2, 2025) in the denomination of \$5,000 or multiples thereof, will mature June 1, as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2027	\$100,000	2034	\$140,000
2028	105,000	2035	150,000
2029	110,000	2036	155,000
2030	115,000	2037	165,000
2031	120,000	2038	170,000
2032	130,000	2039	180,000
2033	135,000	2040	190,000

* Preliminary; subject to change.

ADJUSTMENT TO BOND MATURITY AMOUNTS

The aggregate principal amount of the Bonds is subject to increase or decrease by the City or its designee after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$2,500,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

INTEREST ON THE BONDS

Interest on the Bonds will be payable on December 1, 2025, and semiannually on the 1st day of June and December thereafter. Principal and interest shall be paid to the registered holder of a Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month next preceding the interest payment date (the "Record Date"). Interest will be computed based on a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

OPTIONAL REDEMPTION

The Bonds due after June 1, 2033 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

TERM BOND OPTION

Bidders shall have the option of designating the Bonds as serial bonds or term bonds, or both. The bid must designate whether each of the principal amounts shown above represent a serial maturity or a mandatory redemption requirement for a term bond maturity. (See the OFFICIAL BID FORM for more information.) In any event, the above principal amount scheduled shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both.

GOOD FAITH DEPOSIT

A good faith deposit in the amount of \$19,650 for the Bonds (the "Deposit") is required from the lowest bidder only. The lowest bidder is required to submit such Deposit payable to the order of the City, not later than 12:00 P.M., Central Time, on the day of the sale of the Bonds and in the form of either (i) a cashier's check provided to the City or its Municipal Advisor, or (ii) a wire transfer as instructed by the City's Municipal Advisor. If not so received, the bid of the lowest bidder may be rejected and the City may direct the second lowest bidder to submit a deposit and thereafter may award the sale of the Bonds to the same. No interest on the Deposit will accrue to the successful bidder (the "Purchaser"). The Deposit will be applied to the purchase price of the Bonds. In the event a Purchaser fails to honor its accepted bid proposal, the applicable Deposit will be retained by the City.

FORM OF BIDS AND AWARD

All bids shall be unconditional for the entire issue of the Bonds for a price not less than \$1,945,350, plus accrued interest, and shall specify the rate or rates of interest in conformity with the limitations as set forth in the "BIDDING PARAMETERS" section herein. Bids must be submitted on or in substantial compliance with the OFFICIAL BID FORM provided by the City. The Bonds will be awarded to the bidder offering the lowest interest rate to be determined on a true interest cost (the "TIC") basis assuming compliance with the "ESTABLISHMENT OF ISSUE PRICE" and "GOOD FAITH DEPOSIT" sections herein. The TIC shall be determined by the present value method, i.e., by ascertaining the semiannual rate, compounded semiannually, necessary to discount to present value as of the dated date of the Bonds, the amount payable on each interest payment date and on each stated maturity date or earlier mandatory redemption, so that the aggregate of such amounts will equal the aggregate purchase price offered, therefore. The TIC shall be stated in terms of an annual percentage rate and shall be that rate of interest which is twice the semiannual rate so ascertained (also known as the Canadian Method). The TIC shall be as determined by the Municipal Advisor based on the TERMS OF OFFERING and all amendments, and on the bids as submitted. The Municipal Advisor's computation of the TIC of each bid shall be controlling. In the event of tied bids for the lowest TIC, the Bonds will be awarded by lot.

The City will reserve the right to (i) waive non-substantive informalities of any bid or of matters relating to the receipt of bids and award of the Bonds, (ii) reject all bids without cause, and (iii) reject any bid which the City determines to have failed to comply with the terms herein.

BIDDING PARAMETERS

Each bidder's proposal must conform to the following limitations:

1. Each annual maturity must bear a single rate of interest from the dated date of the Bonds to the date of maturity.
2. Rates of interest bid must be in multiples of one-eighth or one-twentieth of one percent.
3. The initial price to the public for each maturity must be 98% or greater.

RECEIPT OF BIDS

Form of Bids: Bids must be submitted on or in substantial compliance with the TERMS OF OFFERING and OFFICIAL BID FORM provided by the City or through PARITY® competitive bidding system (the “Internet Bid System”). Neither the City nor its agents shall not be responsible for malfunction or mistake made by any person, or as a result of the use of an electronic bid or the means used to deliver or complete a bid. The use of such facilities or means is at the sole risk of the prospective bidder who shall be bound by the terms of the bid as received.

No bid will be accepted after the time specified in the TERMS OF OFFERING and OFFICIAL BID FORM. The time, as maintained by the Internet Bid System, shall constitute the official time with respect to all bids submitted. A bid may be withdrawn before the bid deadline using the same method used to submit the bid. If more than one bid is received from a bidder, the last bid received shall be considered.

Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Clerk/Treasurer of the City of Monticello, City Hall, 200 East First Street, Monticello, Iowa, 52310.

Electronic Internet Bidding: Electronic internet bids will be received at the office of the City’s Municipal Advisor. Electronic internet bids must be submitted through the Internet Bid System. Information about the Internet Bid System may be obtained by calling (212) 849-5021.

Each prospective bidder shall be solely responsible for making necessary arrangements to access the Internet Bid System for purposes of submitting its electronic internet bid in a timely manner and in compliance with the requirements of the TERMS OF OFFERING and OFFICIAL BID FORM. The City is permitting bidders to use the services of the Internet Bid System solely as a communication mechanism to conduct the electronic internet bidding and the Internet Bid System is not an agent of the City. Provisions of the TERMS OF OFFERING and OFFICIAL BID FORM shall control in the event of conflict with information provided by the Internet Bid System.

BOOK-ENTRY-ONLY ISSUANCE

The Bonds will be issued by means of a book-entry-only system with no physical distribution of bond certificates made to the public. The Bonds will be issued in fully registered form and one bond certificate, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the Registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The Purchaser, as a condition of delivery of the Bonds, will be required to deposit the bond certificates with DTC.

MUNICIPAL BOND INSURANCE AT PURCHASER’S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefore, at the option of the bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the Purchaser. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the Purchaser, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that initial rating fee. Any other rating agency fees shall be the responsibility of the Purchaser. Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the Purchaser shall not constitute cause for failure or refusal by the Purchaser to accept delivery on the Bonds. The City reserves the right in its sole discretion to accept or deny changes to the financing documents requested by the insurer selected by the Purchaser.

DELIVERY

The Bonds will be delivered to the Purchaser via Fast Automated Securities Transfer (“FAST”) delivery with the Registrar holding the Bonds on behalf of DTC, against full payment in immediately available cash or federal funds. The Bonds are expected to be delivered within forty-five days after the sale. Should delivery be delayed beyond sixty days from the date of sale for any reason except failure of performance by the Purchaser, the Purchaser may withdraw their bid and thereafter their interest in and liability for the Bonds will cease. When the Bonds are ready for delivery, the City will give the Purchaser five working days’ notice of the delivery date and the City will expect payment in full on that date, otherwise reserving the right at its option to determine that the Purchaser failed to comply with the offer of purchase.

ESTABLISHMENT OF ISSUE PRICE

In order to establish the issue price of the Bonds for federal income tax purposes, the City requires bidders to agree to the following, and by submitting a bid, each bidder agrees to the following.

If a bid is submitted by a potential underwriter, the bidder confirm that (i) the underwriters have offered or reasonably expect to offer the Bonds to the public on or before the date of the award at the offering price (the “initial offering price”) for each maturity as set forth in the bid, and (ii) the bidder, if it is the winning bidder, shall require any agreement among underwriters, selling group agreement, retail distribution agreement or other agreement relating to the initial sale of the Bonds to the public to which it is a party to include provisions requiring compliance by all parties to such agreements with the provisions contained herein. For purposes hereof, Bonds with a separate CUSIP number constitute a separate “maturity,” and the public does not include underwriters of the Bonds (including members of a selling group or retail distribution group) or persons related to underwriters of the Bonds.

If, however, a bid is submitted for the bidder’s own account in a capacity other than as an underwriter of the Bonds, and the bidder has no current intention to sell, reoffer, or otherwise dispose of the Bonds, the bidder shall notify the City to that effect at the time it submits its bid and shall provide a certificate to that effect in place of the certificate otherwise required below.

If the Purchaser intends to act as an underwriter, the City shall advise the Purchaser at or prior to the time of award whether (i) the competitive sale rule, or (ii) the “hold-the-offering price” rule applies.

If the City advises the Purchaser that the requirements for a competitive sale have been satisfied and that the competitive sale rule applies, the Purchaser will be required to deliver to the City at or prior to closing a certification, substantially in the form attached hereto as EXHIBIT 1-A, as to the reasonably expected initial offering price as of the award date.

If the City advises the Purchaser that the requirements for a competitive sale have not been satisfied and that the hold-the-offering price rule applies, the Purchaser shall (1) upon the request of the City confirm that the underwriters did not offer or sell any maturity of the Bonds to any person at a price higher than the initial offering price of that maturity during the period starting on the award date and ending on the earlier of (a) the close of the fifth business day after the sale date or (b) the date on which the underwriters have sold at least 10% of that maturity to the public at or below the initial offering price; and (2) at or prior to closing, deliver to the City a certification substantially in the form attached hereto as EXHIBIT 1-B, together with a copy of the pricing wire.

Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by the Municipal Advisor.

Bidders should prepare their bids on the assumption the Bonds will be subject to the “hold-the-offering-price” rule. Any bid submitted pursuant to the TERMS OF OFFERING and OFFICIAL BID FORM shall be considered a firm offer for the purchase of the Bonds, and bids submitted will not be subject to cancellation or withdrawal.

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds. The Preliminary Official Statement will be further supplemented by offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date and underwriter, together with any other information required by law or deemed appropriate by the City, and shall constitute a final Official Statement of the City with respect to the Bonds, as that term is defined in Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”). By awarding the Bonds to any underwriter or underwriting syndicate submitting an OFFICIAL BID FORM therefore, the City agrees that no more than seven (7) business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded, up to 20 copies of the final Official Statement to permit each “Participating Underwriter” (as that term is defined in the Rule) to comply with the provisions of the Rule. The City shall treat the senior managing underwriter of the syndicate to which the Bonds are awarded as its designated agent for purposes of distributing copies of the final Official Statement to the Participating Underwriter. Any underwriter executing and delivering an OFFICIAL BID FORM with respect to the Bonds, agrees thereby, if its bid is accepted by the City, (i) it shall accept such designation, and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the final Official Statement.

ELECTRONIC EXECUTED DOCUMENTS

Purchaser consents to the receipt of electronic transcripts and acknowledges the City’s intended use of electronically executed documents. Iowa Code chapter 554D establishes electronic signatures have the full weight and legal authority as manual signatures.

CONTINUING DISCLOSURE

The City will covenant in a Continuing Disclosure Certificate for the benefit of the owners and beneficial owners of the Bonds to provide annually certain financial information and operating data relating to the City (the “Annual Report”), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the City no later than twelve months after the close of each fiscal year, commencing with the Fiscal Year ending June 30, 2025, with the Municipal Securities Rulemaking Board, at its internet repository named “Electronic Municipal Market Access” (“EMMA”). The notices of events, if any, are also to be filed with EMMA. See FORM OF CONTINUING DISCLOSURE CERTIFICATE included in APPENDIX D to the Preliminary Official Statement. The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in the FORM OF CONTINUING DISCLOSURE CERTIFICATE. These covenants have been made in order to assist the underwriter in complying with SEC Rule 15c2-12(b)(5) of the Rule.

Pursuant to the Rule, the City notes the following in the last five years related to its prior Disclosure Covenants:

A Notice of Financial Obligation was not timely posted for development agreements with Oak Street Manufacturing, dated January 3, 2022; and Theisen Real Estate, dated September 15, 2023. The Notice of Financial Obligation and Notice of Failure to File were posted for both on October 25, 2023.

Breach of the undertakings will not constitute a default or an “Event of Default” under the Bonds or the resolution for the Bonds. A broker or dealer is to consider a known breach of the undertakings, however, before recommending the purchase or sale of the Bonds in the secondary market. Thus, a failure on the part of the City to observe the undertakings may adversely affect the transferability and liquidity of the Bonds and their market price.

CUSIP NUMBERS

It is anticipated that the Committee on Uniform Security Identification Procedures (“CUSIP”) numbers will be printed on the Bonds and the Purchaser must agree in the bid proposal to pay the cost thereof. In no event will the City, Bond Counsel or Municipal Advisor be responsible for the review or express any opinion that the CUSIP numbers are correct. Incorrect CUSIP numbers on said Bonds shall not be cause for the Purchaser to refuse to accept delivery of said Bonds.

BY ORDER OF THE CITY COUNCIL
City of Monticello, Iowa
/s/ Sally Hinrichsen, City Clerk/Treasurer

SCHEDULE OF BOND YEARS

\$1,965,000*

CITY OF MONTICELLO, IOWA

General Obligation Sewer Improvement Bonds, Series 2025

Bonds Dated: September 2, 2025

Interest Due: December 1, 2025 and each June 1 and December 1 to maturity

Principal Due: June 1, 2027 - 2040

<u>Year</u>	<u>Principal *</u>	<u>Bond Years</u>	<u>Cumulative Bond Years</u>
2027	\$100,000	174.72	174.72
2028	105,000	288.46	463.18
2029	110,000	412.19	875.38
2030	115,000	545.93	1,421.31
2031	120,000	689.67	2,110.97
2032	130,000	877.14	2,988.11
2033	135,000	1,045.88	4,033.99
2034	140,000	1,224.61	5,258.60
2035	150,000	1,462.08	6,720.68
2036	155,000	1,665.82	8,386.50
2037	165,000	1,938.29	10,324.79
2038	170,000	2,167.03	12,491.82
2039	180,000	2,474.50	14,966.32
2040	190,000	2,801.97	17,768.29

Average Maturity (dated date): 9.042 Years

* Preliminary; subject to change.

EXHIBIT 1

FORMS OF ISSUE PRICE CERTIFICATES

EXHIBIT 1-A

COMPETITIVE SALES WITH AT LEAST THREE BIDS FROM ESTABLISHED UNDERWRITERS

CITY OF MONTICELLO, IOWA
\$ _____ GENERAL OBLIGATION SEWER IMPROVEMENT BONDS, SERIES 2025

ISSUE PRICE CERTIFICATE
(competitive sale 3 bids)

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”), hereby certifies as set forth below with respect to the sale of the obligations named above (the “Bonds”).

1. ***Reasonably Expected Initial Offering Price.***

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.

2. ***Defined Terms.*** For purposes of this Issue Price Certificate:

(a) *Issuer* means City of Monticello, Iowa.

(b) *Maturity* means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Member of the Distribution Group* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(d) *Public* means any person (*i.e.*, an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a “related party” to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was August 4, 2025.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dorsey & Whitney LLP, Des Moines, Iowa in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time-to-time relating to the Bonds.

[UNDERWRITER]

By: _____

Name: _____

Dated: September 2, 2025

SCHEDULE A

EXPECTED OFFERING PRICES

CITY OF MONTICELLO, IOWA

\$ _____ GENERAL OBLIGATION SEWER IMPROVEMENT BONDS, SERIES 2025

(Attached)

SCHEDULE B

COPY OF UNDERWRITER'S BID

CITY OF MONTICELLO, IOWA

\$ _____ GENERAL OBLIGATION SEWER IMPROVEMENT BONDS, SERIES 2025

(Attached)

EXHIBIT 1-B

COMPETITIVE SALES WITH FEWER THAN THREE BIDS FROM ESTABLISHED UNDERWRITERS

CITY OF MONTICELLO, IOWA
\$_____ GENERAL OBLIGATION SEWER IMPROVEMENT BONDS, SERIES 2025

ISSUE PRICE CERTIFICATE
(Form - Fewer than 3 bids)

The undersigned, on behalf of _____ (“Underwriter”) hereby certifies as set forth below with respect to the sale of the obligations named above (the “Bonds”).

1. ***Initial Offering Price of the Bonds.*** Underwriter offered the Bonds to the Public for purchase at the specified initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire for the Bonds is attached to this certificate as Schedule B.

2. ***First Price at which Sold to the Public.*** On the Sale Date, at least 10% of each Maturity [listed in Schedule C] was first sold to the Public at the respective Initial Offering Price [or price specified [therein][in Schedule C], if different].

3. ***Hold the Offering Price Rule.*** Underwriter has agreed in writing that, (i) for each Maturity less than 10% of which was first sold to the Public at a single price as of the Sale Date, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “Hold-the-Offering-Price Rule”), and (ii) any agreement among underwriters, selling group agreement, or retail distribution agreement contains the agreement of each underwriter, dealer, or broker-dealer who is a party to such agreement to comply with the Hold-the-Offering-Price Rule. Based on the Underwriter’s own knowledge and, in the case of sales by other Members of the Distribution Group, representations obtained from the other Members of the Distribution Group, no Member of the Distribution Group has offered or sold any such Maturity at a price that is higher than the respective Initial Offering Price during the respective Holding Period.

4. ***Defined Terms.*** For purposes of this Issue Price Certificate:

(a) ***Holding Period*** means the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (August 4, 2025), or (ii) the date on which Members of the Distribution Group have sold at least 10% of such Maturity to the Public at one or more prices, none of which is higher than the Initial Offering Price for such Maturity.

(b) ***Issuer*** means City of Monticello, Iowa.

(c) ***Maturity*** means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(d) ***Member of the Distribution Group*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(e) *Public* means any person (*i.e.*, an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a “related party” to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was August 4, 2025.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Underwriter’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dorsey & Whitney LLP, Des Moines, Iowa in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time-to-time relating to the Bonds.

By: _____

Name: _____

Dated: September 2, 2025

SCHEDULE A

INITIAL OFFERING PRICES OF THE BONDS

CITY OF MONTICELLO, IOWA

\$ _____ GENERAL OBLIGATION SEWER IMPROVEMENT BONDS, SERIES 2025

(Attached)

SCHEDULE B

PRICING WIRE

CITY OF MONTICELLO, IOWA

\$ _____ GENERAL OBLIGATION SEWER IMPROVEMENT BONDS, SERIES 2025

(Attached)

SCHEDULE C

**SALES OF AT LEAST 10% OF MATURITY TO THE PUBLIC ON THE SALE DATE
AT THE INITIAL OFFERING PRICE**

CITY OF MONTICELLO, IOWA

\$_____ GENERAL OBLIGATION SEWER IMPROVEMENT BONDS, SERIES 2025

(Attached)

PRELIMINARY OFFICIAL STATEMENT

CITY OF MONTICELLO, IOWA

\$1,965,000* General Obligation Sewer Improvement Bonds, Series 2025

INTRODUCTION

This Preliminary Official Statement contains information relating to the City of Monticello, Iowa (the “City”) and its issuance of \$1,965,000* General Obligation Sewer Improvement Bonds, Series 2025 (the “Bonds”). This Preliminary Official Statement has been executed on behalf of the City and may be distributed in connection with the sale of the Bonds described herein. Inquiries may be made to PFM Financial Advisors LLC (the “Municipal Advisor”), 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309, telephone (515) 724-5737. Information may also be obtained from Sally Hinrichsen, City Clerk/Treasurer, City of Monticello, 200 East First Street, Monticello, Iowa 52310, telephone (319) 465-3577.

AUTHORITY AND PURPOSE

The Bonds are being issued pursuant to Subchapter III of Chapter 384 of the Code of Iowa and a resolution (the “Resolution”) to be adopted by the City Council of the City of Monticello, Iowa (the “City”). The Bonds are being issued for the purpose of paying the cost, to that extent, of undertaking improvements to the municipal sanitary sewer system.

The estimated sources and uses of the Bonds are as follows:

Sources of Funds*

Par Amount	\$1,965,000.00
------------	----------------

Uses of Funds*

Project Fund Deposit	\$1,900,000.00
Underwriter’s Discount	19,650.00
Cost of Issuance and Contingency	<u>45,350.00</u>
Total Uses	\$1,965,000.00

* Preliminary; subject to change.

INTEREST

Interest on the Bonds will be payable on December 1, 2025, and semiannually on the 1st day of June and December thereafter. Interest and principal shall be paid to the registered holder of a bond as shown on the records of ownership maintained by the Registrar as of the close of business on the 15th day of the month next preceding the interest payment date (the “Record Date”). Interest will be computed based on a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

OPTIONAL REDEMPTION

The Bonds due after June 1, 2033 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

PAYMENT OF AND SECURITY FOR THE BONDS

Pursuant to the Resolution and the Act, the Bonds and the interest thereon are general obligations of the City, and all taxable property within the corporate boundaries of the City is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount.

Section 76.2 of the Code of Iowa, 2025, as amended (the “Iowa Code”) provides that when an Iowa political subdivision issues general obligation bonds, the governing authority of such political subdivision shall, by resolution adopted before issuing the bonds, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the bonds. A certified copy of such resolution shall be filed with the County Auditor in which the City is located, giving rise to a duty of the County Auditor to annually enter this levy for collection from the taxable property within the boundaries of the City, until funds are realized to pay the bonds in full.

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 Bonds as the same become due, the Resolution provides for the levy of a tax sufficient for that purpose on all the taxable property in the City in each of the years while the Bonds are outstanding. The City shall file a certified copy of the Resolution with the County Auditor, pursuant to which the County Auditor is instructed to enter for collection and assess the tax 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 and interest on the Bonds and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Iowa Code, each year while the Bonds remain 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 and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in the 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. While not pledged to Bondholders, the City may use tax increment revenues for the payment of a portion of the principal of and interest on the Bonds.

BOOK-ENTRY-ONLY ISSUANCE

The information contained in the following paragraphs of this subsection “Book-Entry-Only Issuance” has been extracted from a schedule prepared by Depository Trust Company (“DTC”) entitled “SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE.” The information in this section concerning DTC and DTC’s book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (the “Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing

Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the “Indirect Participants”). DTC has S&P Global Ratings (“S&P”) AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (the “Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time-to-time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co., nor any other DTC nominee, will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the Record Date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the Record Date identified in a listing attached to the Omnibus Proxy.

Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the City or Agent, on payable date in accordance with their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC, Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time-to-time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC, is the responsibility of the City or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to Remarketing Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to Remarketing Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to Remarketing Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the City or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

FUTURE FINANCING

The City does not anticipate any additional general obligation borrowings within 90 days of the date of this Preliminary Official Statement. The City is planning to refund a Bond Anticipation Note used to finance the construction of a sewer treatment plant. The Bond Anticipation Note will be refunded by a USDA sewer revenue loan upon completion of the project, anticipated to be in May 2026.

LITIGATION

The City is not aware of any threatened or pending litigation affecting the validity of the Bonds or the City's ability to meet its financial obligations.

At closing, the City will certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the Bonds, or the titles of the City officers to their respective positions, or the validity of the Bonds, or the power and duty of the Bonds to provide and apply adequate taxes for the full and prompt payment of the principal and interest of the Bonds, and that no measure or provision for the authorization or issuance of the Bonds has been repealed or rescinded.

DEBT PAYMENT HISTORY

The City knows of no instance in which it has defaulted in the payment of principal or interest on its debt.

LEGAL MATTERS

Legal matters incident to the authorization, issuance and sale of the Bonds and with regard to the tax-exempt status of the interest thereon (see "TAX EXEMPTION AND RELATED TAX MATTERS" herein) are subject to the approving legal opinion of Dorsey & Whitney LLP, Des Moines, Iowa, Bond Counsel, a form of which is attached hereto as APPENDIX B to this Preliminary Official Statement. Signed copies of the opinion, dated and premised on law in effect as of the date of original delivery of the Bonds, will be delivered to the purchaser at the time of such original delivery. The Bonds are offered subject to prior sale and to the approval of legality of the Bonds by Bond Counsel.

The legal opinion to be delivered will express the professional judgment of Bond Counsel, and by rendering a legal opinion, Bond Counsel does not become an insurer or guarantor of the result indicated by that expression of professional judgment of the transaction or the future performance of the parties to the transaction.

Bond Counsel has not been engaged, nor has it undertaken, to prepare or to independently verify the accuracy of this Preliminary Official Statement, including but not limited to financial or statistical information of the City and risks associated with the purchase of the Bonds, except Bond Counsel has reviewed the information and statements contained in this Preliminary Official Statement under, "TAX EXEMPTION AND RELATED TAX MATTERS", "LEGAL MATTERS" and "AUTHORITY AND PURPOSE" herein, insofar as such statements contained under such captions

purport to summarize certain provisions of the Internal Revenue Code of 1986, the Bonds and any opinions rendered by Bond Counsel. Bond Counsel has prepared the documents contained in APPENDIX B and APPENDIX D to this Preliminary Official Statement.

TAX EXEMPTION AND RELATED TAX MATTERS

Federal Income Tax Exemption: The opinion of Bond Counsel will state that under present laws and rulings, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on noncorporate taxpayers under the Code.

The opinion set forth in the preceding sentence will be subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. In the Resolution, the City will covenant to comply with all such requirements.

There may be certain other federal tax consequences to the ownership of the Bonds by certain taxpayers, including without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security and Railroad Retirement benefits, taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations, and corporations that may be subject to the alternative minimum tax. Bond Counsel will express no opinion with respect to other federal tax consequences to owners of the Bonds. Prospective purchasers of the Bonds should consult with their tax advisors as to such matters.

Ownership of the Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Bonds. Prospective purchasers of the Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

State of Iowa Income Taxes: The interest on the Bonds is NOT exempt from present Iowa income taxes.

Proposed Changes in Federal and State Tax Law: From time-to-time, there are Presidential proposals, proposals of various federal committees, and legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to herein or adversely affect the marketability or market value of the Bonds or otherwise prevent holders of the Bonds from realizing the full benefit of the tax exemption of interest on the Bonds. Further, such proposals may impact the marketability or market value of the Bonds simply by being proposed. No prediction is made whether such provisions will be enacted as proposed or concerning other future legislation affecting the tax treatment of interest on the Bonds. In addition, regulatory actions are from time-to-time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax-exempt status of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds would be impacted thereby.

Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

Qualified Tax-Exempt Obligations: In the Resolution, City will designate the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct from income for federal income tax purposes a portion of the interest expense that is allocable to tax-exempt obligations. In the opinion of Bond Counsel, the Bonds are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

Original Issue Discount: The Bonds maturing in the years _____ are being sold at a discount from the principal amount payable on such Discount Bonds at maturity (collectively, the “Discount Bonds”). The difference between the price at which a substantial amount of the Discount Bonds of a given maturity is first sold to the public (the “Issue Price”) and the principal amount payable at maturity constitutes “original issue discount” under the Internal Revenue Code. The amount of original issue discount that accrues to a holder of a Discount Bond under section 1288 of the Internal Revenue Code is excluded from federal gross income to the same extent that stated interest on such Discount Bond would be so excluded. The amount of the original issue discount that accrues with respect to a Discount Bond under section 1288 is added to the owner’s federal tax basis in determining gain or loss upon disposition of such Discount Bond (whether by sale, exchange, redemption or payment at maturity).

Interest in the form of original issue discount accrues under section 1288 pursuant to a constant yield method that reflects semiannual compounding on dates that are determined by reference to the maturity date of the Discount Bond. The amount of original issue discount that accrues for any particular semiannual accrual period generally is equal to the excess of (1) the product of (a) one-half of the yield on such Discount Bonds (adjusted as necessary for an initial short period) and (b) the adjusted issue price of such Discount Bonds, over (2) the amount of stated interest actually payable. For purposes of the preceding sentence, the adjusted issue price is determined by adding to the Issue Price for such Discount Bonds the original issue discount that is treated as having accrued during all prior semiannual accrual periods. If a Discount Bond is sold or otherwise disposed of between semiannual compounding dates, then the original issue discount that would have accrued for that semiannual accrual period for federal income tax purposes is allocated ratably to the days in such accrual period.

An owner of a Discount Bond who disposes of such Discount Bond prior to maturity should consult owner’s tax advisor as to the amount of original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or other disposition of such Discount Bond prior to maturity.

Owners who purchase Discount Bonds in the initial public offering but at a price different than the Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership Discount Bonds.

The Internal Revenue Code contains provisions relating to the accrual of original issue discount in the case of subsequent purchasers of bonds such as the Discount Bonds. Owners who do not purchase Discount Bonds in the initial offering should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds.

Original issue discount that accrues in each year to an owner of a Discount Bond may result in collateral federal income tax consequences to certain taxpayers. No opinion is expressed as to state and local income tax treatment of original issue discount. All owners of Discount Bonds should consult their own tax advisors with respect to the federal, state, local and foreign tax consequences associated with the purchase, ownership, redemption, sale or other disposition of Discount Bonds.

Original Issue Premium: The Bonds maturing in the years _____ are being issued at a premium to the principal amount payable at maturity. Except in the case of dealers, which are subject to special rules, Bondholders who acquire the Bonds at a premium must, from time-to-time, reduce their federal tax bases for the Bonds for purposes of determining gain or loss on the sale or payment of such Bonds. Premium generally is amortized for federal income tax purposes on the basis of a bondholder’s constant yield to maturity or to certain call dates with semiannual compounding. Bondholders who acquire any Bonds at a premium might recognize taxable gain upon sale of the Bonds, even if such Bonds are sold for an amount equal to or less than their original cost. Amortized premium is not deductible for federal income tax purposes. Bondholders who acquire any Bonds at a premium should consult their tax advisors concerning the calculation of bond premium and the timing and rate of premium amortization, as well as the state and local tax consequences of owning and selling the Bonds acquired at a premium.

BONDHOLDERS’ RISKS

An investment in the Bonds involves an element of risk. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Preliminary Official Statement (including the appendices hereto) in order to make a judgment as to whether the Bonds are an appropriate investment.

Tax Levy Procedures: The Bonds are general obligations of the City, payable from and secured by a continuing ad-valorem tax levied against all of the taxable property within the boundaries of the City. As part of the budgetary process of the City, each fiscal year the City will have an obligation to request a debt service levy to be applied against all of the taxable property within the boundaries of the City. A failure on the part of the City to make a timely levy request, or a levy request by the City that is inaccurate or is insufficient to make full payments of the debt service on the Bond for a particular fiscal year, may cause Bondholders to experience delay in the receipt of distributions of principal of and/or interest on the Bonds.

Changes in Property Taxation: The Bonds are general obligations of the City secured by an unlimited ad valorem property tax as described more fully in the “PAYMENT OF AND SECURITY FOR THE BONDS” herein.

From time-to-time, the Iowa General Assembly has altered the method of property taxation and could do so again. Any alteration in property taxation structure could affect property tax revenues available to pay the Bonds. Historically, the Iowa General Assembly has applied changes in property taxation structure on a prospective basis; however, there is no assurance that future changes in property taxation structure by the Iowa General Assembly will not be retroactive. It is impossible to predict the outcome of future property tax changes by the Iowa General Assembly or their potential impact on the Bonds and the security for the Bonds.

Proposed State Tax Legislation: From time-to-time, legislative proposals are made that would, if enacted, alter or amend one or more of the state tax matters described herein in certain respects or would adversely affect the market value of the Bonds. It cannot be predicted whether or in what forms any of such proposals that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Bonds. See “TAX EXEMPTION AND RELATED TAX MATTERS” herein. The Iowa General Assembly can make changes that can alter or amend not just the value of the Bonds, but the method of property taxation. See “BONDHOLDERS’ RISKS - Changes in Property Taxation” herein.

Matters Relating to Enforceability of Agreements: Bondholders shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Bonds, including, but not limited to, the right to a proceeding in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the Resolution.

The practical realization of any rights upon any default will depend upon the exercise of various remedies specified in the Resolution or the Loan Agreement. The remedies available to the Bondholders upon an event of default under the Resolution or the Loan Agreement, in certain respects, may require judicial action, which is often subject to discretion and delay. Under existing law, including specifically the federal bankruptcy code, certain of the remedies specified in the Loan Agreement or the Resolution may not be readily available or may be limited. A court may decide not to order the specific performance of the covenants contained in these documents. The legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No representation is made, and no assurance is given, that the enforcement of any remedies will result in sufficient funds to pay all amounts due under the Resolution or the Loan Agreement, including principal of and interest on the Bonds.

Secondary Market: There can be no guarantee there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history of economic prospects connected with a particular issue, secondary marketing practices in connection with a particular note or bond issue are suspended or terminated. Additionally, prices of bond or note issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price of the Bonds.

EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS AND MUST BE ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT. THE SECONDARY MARKET FOR THE BONDS, IF ANY, COULD BE LIMITED.

Rating Loss: Moody's Ratings ("Moody's") has assigned a rating of 'A' to the Bonds. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that the rating will continue for any given period of time, or that such rating will not be revised, suspended or withdrawn, if, in the judgment of the rating agencies, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Bonds. Rating agencies are currently not regulated by any regulatory body. Future regulation of rating agencies could materially alter the methodology, rating levels, and types of ratings available, for example, and these changes, if ever, could materially affect the market value of the Bonds.

Bankruptcy and Insolvency: The rights and remedies provided in the Resolution may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditor's rights, to the exercise of judicial discretion in appropriate cases and to limitations in legal remedies against exercise of judicial discretion in appropriate cases and to limitations on legal remedies against municipal corporations in the State of Iowa. The various opinions of counsel to be delivered with respect to the Bonds, the Loan Agreement and the Resolution, including the opinion of Bond Counsel, will be similarly qualified. If the City were to file a petition under Chapter 9 of the Bankruptcy Code, the owners of the Bonds could be prohibited from taking any steps to enforce their rights under the Resolution. In the event the City fails to comply with its covenants under the Resolution or fails to make payments on the Bonds, there can be no assurance of the availability of remedies adequate to protect the interests of the holders of the Bonds.

Under Iowa Code Chapter 76 sections 76.16 and 76.16A of the Act, as amended, a city, county, or other political subdivision may become a debtor under Chapter 9 of the Federal bankruptcy code, if it is rendered insolvent, as defined in 11 U.S.C. §101(32)(c), as a result of a debt involuntarily incurred. As used therein, "debt" means an obligation to pay money, other than pursuant to a valid and binding collective bargaining agreement or previously authorized bond issue, as to which the governing body of the city, county, or other political subdivision has made a specific finding set forth in a duly adopted resolution of each of the following: (1) that all or a portion of such obligation will not be paid from available insurance proceeds and must be paid from an increase in general tax levy; (2) that such increase in the general tax levy will result in a severe, adverse impact on the ability of the city, county, or political subdivision to exercise the powers granted to it under applicable law, including without limitation providing necessary services and promoting economic development; (3) that as a result of such obligation, the city, county, or other political subdivision is unable to pay its debts as they become due; and (4) that the debt is not an obligation to pay money to a city, county, entity organized pursuant to chapter 28E of the Code of Iowa, or other political subdivision.

Forward-Looking Statements: This Preliminary Official Statement contains statements relating to future results that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Preliminary Official Statement, the words "anticipated," "plan," "expect," "projected," "estimate," "budget," "pro forma," "forecast," "intend," and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware that there are likely to be differences between forward-looking statements and the actual results. These differences could be material and could impact the availability of funds of the City to pay debt service when due on the Bonds.

Cybersecurity: The City, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As such, it may face multiple cybersecurity threats including, but not limited to, hacking, viruses, malware and other attacks on computer or other sensitive digital systems and networks. There can be no assurances that any security and operational control measures implemented by the City will be completely successful to guard against and prevent cyber threats and attacks. Failure to properly maintain functionality, control, security, and integrity of the City's information systems could impact business operations and/or digital networks and systems and the costs of remedying any such damage could be significant. Along with significant liability claims or regulatory penalties, any security breach could have a material adverse impact on the City's operations and financial condition.

The City maintains insurance policies to cover the various aspects of a cyber-attack. See “GENERAL INFORMATION ABOUT THE CITY OF MONTICELLO, IOWA” – “THE CITY” – subsection “INSURANCE”, contained in APPENDIX A to this Preliminary Official Statement. The City cannot predict whether these policies would be sufficient in the event of a cyber breach. The Bonds are secured by an unlimited ad valorem property tax as described more fully in the “PAYMENT OF AND SECURITY FOR THE BONDS” herein.

Tax Matters and Loss of Tax Exemption: As discussed under the heading “TAX EXEMPTION AND RELATED TAX MATTERS” herein, the interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Bonds, as a result of acts or omissions of the City in violation of its covenants in the Resolution. Should such an event of taxability occur, the Bonds would not be subject to a special redemption and would remain outstanding until maturity or until redeemed under the redemption provisions contained in the Bonds, and there is no provision for an adjustment of the interest rate on the Bonds.

It is possible that actions of the City after the closing of the Bonds will alter the tax-exempt status of the Bonds, and, in the extreme, remove the tax-exempt status from the Bonds. In that instance, the Bonds are not subject to mandatory prepayment, and the interest rate on the Bonds does not increase or otherwise reset. A determination of taxability on the Bonds, after closing of the Bonds, could materially adversely affect the value and marketability of the Bonds.

Risk of Audit: The Internal Revenue Service has an ongoing program to audit tax-exempt obligations to determine the legitimacy of the tax status of such obligations. No assurance can be given as to whether the Internal Revenue Service will commence an audit of the Bonds. Public awareness of any audit could adversely affect the market value and liquidity of the Bonds during the pendency of the audit, regardless of the ultimate outcome of the audit.

DTC-Beneficial Owners: Beneficial Owners of the Bonds may experience some delay in the receipt of distributions of principal of and interest on the Bonds since such distributions will be forwarded by the Registrar to DTC and DTC will credit such distributions to the accounts of the Participants which will thereafter credit them to the accounts of the Beneficial Owner either directly or indirectly through indirect Participants. Neither the City nor the Registrar will have any responsibility or obligation to assure that any such notice or payment is forwarded by DTC to any Participant or by any Participant to any Beneficial Owner.

In addition, since transactions in the Bonds can be effected only through DTC Participants, indirect participants and certain banks, the ability of a Beneficial Owner to pledge the Bonds to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Bonds, may be limited due to lack of a physical certificate. Beneficial Owners will be permitted to exercise the rights of registered Owners only indirectly through DTC and the Participants. See “BOOK-ENTRY-ONLY SYSTEM” herein.

Proposed Federal Tax Legislation: From time-to-time, Presidential proposals, federal legislative committee proposals or legislative proposals are made that would, if enacted, alter or amend one or more of the federal tax matters described herein in certain respects or would adversely affect the market value of the Bonds. It cannot be predicted whether or in what forms any of such proposals that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Bonds. In addition, regulatory actions are from time-to-time announced or proposed, and litigation threatened or commenced, which if implemented or concluded in a particular manner, could adversely affect the market value, marketability, or tax status of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds would be impacted thereby. See “TAX EXEMPTION AND RELATED TAX MATTERS” herein.

Pension and Other Post-Employment Benefits (“OPEB”) Information: The City contributes to the Iowa Public Employees’ Retirement System (“IPERS”), which is a state-wide, multiple-employer, cost-sharing defined benefit pension plan administered by the State of Iowa. IPERS provides retirement and death benefits which are established by state statute to plan members and beneficiaries. All full-time employees of the City are required to participate in IPERS. IPERS plan members are required to contribute a percentage of their annual salary, in addition to the City being required to make annual contributions to IPERS. Contribution amounts are set by state statute. The IPERS Annual Comprehensive Financial Report for its Fiscal Year ended June 30, 2024 (the “IPERS ACFR”), indicates that as of June 30, 2024, the date of the most recent actuarial valuation for IPERS, the funded ratio of IPERS was 90.75%, and the unfunded actuarial liability was approximately \$4.375 billion. The IPERS ACFR identifies the IPERS Net Pension Liability at

June 30, 2024, at approximately \$3.641 billion (market value), while its net pension liability at June 30, 2023, was approximately \$4.514 billion (market value). The IPERS ACFR is available on the IPERS website, or by contacting IPERS at 7401 Register Drive, Des Moines, IA 50321.

In the Fiscal Year ended June 30, 2024, the City's IPERS contribution totaled approximately \$171,209. The City is current in its obligations to IPERS.

Pursuant to Governmental Accounting Standards Board Statement No. 68, IPERS has allocated the net pension liability among its members, with the City's identified portion at June 30, 2024 at approximately \$288,138. While the City's contributions to IPERS are controlled by state law, there can be no assurance the City will not be required by changes in state law to increase its contribution requirement in the future, which may have the effect of negatively impacting the finances of the City. See "EMPLOYEES AND PENSIONS", included in APPENDIX A to this Preliminary Official Statement, and the City's Independent Auditor's Reports for the Fiscal Year ended June 30, 2024, included in APPENDIX C to this Preliminary Official Statement for additional information on pension and assets of the City.

Bond Counsel, the Municipal Advisor, the underwriter and the City undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from the IPERS discussed above or included on the IPERS website, including, but not limited to, updates of such information on the State Auditor's website or links to other internet sites accessed through the IPERS website.

The City operates a single-employer health benefit plan which provides medical and prescription drug benefits for employees, retirees and their spouses. The City currently finances the benefit plan on a pay-as-you-go basis. For the Fiscal Year ended June 30, 2024, the City contributed \$264,359 and plan members eligible for benefits contributed \$24,544 to the plan.

Individuals who are employed by the City and are eligible to participate in the group health plan are eligible to continue healthcare benefits upon retirements. Retirees under age 65 pay the same premium for the medical and prescription drug benefits as active employees, which results in an implicit rate subsidy. Retired participants must be age 55 or older at retirement, with the exception of special service participants who must be age 50 with 22 years of services. At June 30, 2024, there were 30 active employees and no retired employees in the plan.

Summary: The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Bonds. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should become thoroughly familiar with this entire Preliminary Official Statement and the appendices hereto.

RATING

The Bonds have been rated 'Aaa' by Moody's. In addition, Moody's maintains a rating of 'Aaa' on the City's general obligation long-term debt. The existing rating on long-term debt reflects only the view of the rating agency and any explanation of the significance of such rating may only be obtained from Moody's. The ratings described above are not recommendations to buy, sell or hold the Bonds. There is no assurance that any such rating will continue for any period of time or that it will not be revised downward or withdrawn entirely if, in the judgment of Moody's, circumstances so warrant. Therefore, after the date hereof, investors should not assume that the ratings are still in effect. A downward revision or withdrawal of either rating is likely to have an adverse effect on the market price and marketability of the Bonds. The City has not assumed any responsibility either to notify the owners of the Bonds of any proposed change in or withdrawal of any rating subsequent to the date of this Preliminary Official Statement, except in connection with the reporting of events as provided in the Continuing Disclosure Certificate, or to contest any revision or withdrawal.

MUNICIPAL ADVISOR

The City has retained PFM Financial Advisors LLC Des Moines, Iowa as Municipal Advisor in connection with the preparation of the issuance of the Bonds. In preparing this Preliminary Official Statement, the Municipal Advisor has relied on government officials and other sources to provide accurate information for disclosure purposes. The Municipal Advisor is not obligated to undertake, and has not undertaken, an independent verification of the accuracy, completeness, or fairness of the information contained in this Preliminary Official Statement. PFM Financial Advisors LLC is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

CONTINUING DISCLOSURE

The City will covenant in a Continuing Disclosure Certificate for the benefit of the owners and beneficial owners of the Bonds to provide annually certain financial information and operating data relating to the City (the “Annual Report”), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the City no later than twelve months after the close of each fiscal year, commencing with the Fiscal Year ending June 30, 2025, with the Municipal Securities Rulemaking Board, at its internet repository named “Electronic Municipal Market Access” (“EMMA”). The notices of events, if any, are also to be filed with EMMA. See FORM OF CONTINUING DISCLOSURE CERTIFICATE included in APPENDIX D to this Preliminary Official Statement. The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in “APPENDIX D – FORM OF CONTINUING DISCLOSURE CERTIFICATE. These covenants have been made in order to assist the underwriter in complying with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, (the “Rule”).

Pursuant to the Rule, the City notes the following in the last five years related to its prior Disclosure Covenants:

A Notice of Financial Obligation was not timely posted for development agreements with Oak Street Manufacturing, dated January 3, 2022; and Theisen Real Estate, dated September 15, 2023. The Notice of Financial Obligation and Notice of Failure to File were posted for both on October 25, 2023.

Breach of the undertakings will not constitute a default or an “Event of Default” under the Bonds or the Resolution. A broker or dealer is to consider a known breach of the undertakings, however, before recommending the purchase or sale of the Bonds in the secondary market. Thus, a failure on the part of the City to observe the Undertakings may adversely affect the transferability and liquidity of the Bonds and their market price.

FINANCIAL STATEMENTS

The City’s INDEPENDENT AUDITOR’S REPORTS for the Fiscal Year ended June 30, 2024 is reproduced in APPENDIX C to this Preliminary Official Statement. The City’s certified public accountant has not consented to distribution of the audited financial statements and has not undertaken added review of their presentation. Further information regarding financial performance and copies of the City’s prior Independent Auditor’s Reports may be obtained from the City’s Municipal Advisor.

CERTIFICATION

The City has authorized the distribution of this Preliminary Official Statement for use in connection with the initial sale of the Bonds. I have reviewed the information contained within this Preliminary Official Statement prepared on behalf of the City by PFM Financial Advisors LLC, Des Moines, Iowa, and to the best of my knowledge, information and belief, said Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading regarding the issuance of \$1,965,000* General Obligation Sewer Improvement Bonds, Series 2025.

CITY OF MONTICELLO, IOWA
/s/ Sally Hinrichsen, City Clerk/Treasurer

* Preliminary; subject to change.

APPENDIX A

GENERAL INFORMATION ABOUT THE CITY OF MONTICELLO, IOWA

THE \$1,965,000 General Obligation Sewer Improvement Bonds, Series 2025 (the “Bonds”) are general obligations of the City of Monticello, Iowa (the “City”) for which the City will pledge its power to levy direct ad valorem taxes against all taxable property within the City without limitation as to rate or amount to the repayment of the Bonds.*

** Preliminary; subject to change.*

CITY PROPERTY VALUES

IOWA PROPERTY VALUATIONS

In compliance with Section 441.21 of the Code of Iowa, the State Director of Revenue annually directs the county auditors to apply prescribed statutory percentages to the assessments of certain categories of real property. The 2024 final Actual Values were adjusted by the Jones County Auditor. The reduced values, determined after the application of rollback percentages, are the taxable values subject to tax levy.

For assessment year 2024, the taxable value rollback rate is 47.4316% of actual value for residential property; 73.8575% of actual value for agricultural property, and 100.0000% of the actual value of utility property. The residential taxable rollback rate of 47.4316% will apply to the value of each property unit of commercial, industrial and railroad property that exceeds zero dollars (\$0) but does not exceed one hundred fifty thousand dollars (\$150,000) with a taxable value rollback rate of 90.0000% to the value that exceeds one hundred fifty thousand dollars (\$150,000). No adjustment was ordered for utility property because its assessed value did not increase enough to qualify for reduction. Utility property is limited to an 8% annual growth.

The Legislature's intent has been to limit the growth of statewide taxable valuations for the specific classes of property to 3% annually. Political subdivisions whose taxable values are thus reduced or are unusually low in growth are allowed to appeal the valuations to the State Appeal Board, in order to continue to fund present services.

PROPERTY VALUATIONS (1/1/2024 Valuation Taxes Payable July 1, 2025 to June 30, 2026)

	<u>100% Actual Value</u>	<u>Taxable Value (With Rollback)</u>
Residential	\$231,272,951	\$99,554,722
Commercial	47,531,636	33,156,395
Industrial	15,062,227	12,779,640
Utilities w/o Gas & Electric	<u>39,708</u>	<u>39,708</u>
Gross valuation	\$293,906,522	\$145,530,465
Less military exemption	(672,000)	(672,000)
Less Homestead Exemption	<u>(2,840,500)</u>	<u>(2,840,500)</u>
Net valuation	\$290,394,022	\$142,017,965
TIF increment (used to compute debt service levies and constitutional debt limit)	\$24,259,266	\$24,259,266
Taxed separately:		
Ag. Land & Building	\$2,682,840	\$1,981,478
Gas & Electric Utilities	\$20,131,131	\$2,593,342

2024 GROSS TAXABLE VALUATION BY CLASS OF PROPERTY ¹⁾

	<u>Taxable Valuation</u>	<u>Percent Total</u>
Residential	\$99,554,722	67.21%
Gas & Electric Utilities	2,593,345	1.75%
Commercial, Industrial and Utility	<u>45,975,743</u>	<u>31.04%</u>
Total Gross Taxable Valuation	\$148,123,810	100.00%

1) Excludes Taxable TIF Increment and Ag. Land & Buildings.

TREND OF VALUATIONS

<u>Assessment Year</u>	<u>Payable Fiscal Year</u>	<u>100% Actual Valuation</u>	<u>Taxable Valuation (With Rollback)</u>	<u>Taxable TIF Increment</u>
2020	2021-22	\$259,836,357	\$131,374,228	\$25,550,662
2021	2022-23	279,301,772	145,194,423	17,913,879
2022	2023-24	283,548,385	138,670,924	19,699,162
2023	2024-25	333,687,646	143,644,457	20,789,154
2024	2025-26	337,467,259	144,611,307	24,259,266

Source: Iowa Department of Management

The 100% Actual Valuation, before rollback and after reduction of exemptions, includes Ag. Land, Ag. Buildings, Taxable TIF Increment and Gas & Electric Utilities. The Taxable Valuation, with the rollback and after the reduction of military exemption, includes Gas & Electric Utilities and excludes Ag. Land, Ag. Buildings and the Taxable TIF Increment. Iowa cities certify operating levies against Taxable Valuation excluding the Taxable TIF Increment and debt service levies are certified against Taxable Valuations including the Taxable TIF Increment but exclude Taxable TIF Increment-Ag.

LARGER TAXPAYERS

Set forth in the following table are the persons or entities which represent larger taxpayers within the boundaries of the City, as provided by the Jones County auditor's office. No independent investigation has been made of and no representation is made herein as to the financial condition of any of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the City. With the exception of the electric and natural gas provider noted below (which is subject to an excise tax in accordance with Iowa Code chapter 437A), the City's mill levy is uniformly applicable to all of the properties included in the table, and thus taxes expected to be received by the City from such taxpayers will be in proportion to the assessed valuations of the properties. The total tax bill for each of the properties is dependent upon the mill levies of the other taxing entities which overlap the properties.

<u>Taxpayer ¹⁾</u>	<u>Type of Property/Business</u>	<u>1/1/2024 Taxable Valuation ²⁾</u>
Innovative Ag. Services Co.	Commercial	\$5,734,367
Frontier Warehousing LLC	Commercial	3,761,561
Orbis Corp.	Commercial	3,420,300
Interstate Power & Light Co.	Utility	2,203,849
Monticello Nursing Home Co.	Commercial	1,948,751
Robertson-CECO Corp.	Industrial	1,930,908
AXGNL 1 Monticello IA LP	Commercial	1,930,475
Monticello Recreational LLC	Commercial	1,583,553
Royal Flush Truck Wash	Commercial	1,550,856
Casey's Marketing Co.	Commercial	1,503,743

1) This list represents some of the larger taxpayers in the City, not necessarily the 10 largest taxpayers.

2) The January 1, 2024 Taxable Valuation listed represents only those valuations associated with the title holder and may not necessarily represent the entire taxable valuation.

Source: Jones County Auditor's Office

LEVIES AND TAX COLLECTIONS

<u>Fiscal Year</u>	<u>Assessment Year</u>	<u>Levy</u> ¹⁾	<u>Collected During Collection Year</u> ²⁾	<u>Percent Collected</u>
2021-22	2019-20	\$2,563,834	\$2,702,859	105.42%
2022-23	2020-21	2,523,054	2,651,154	105.07%
2023-24	2021-22	2,757,493	3,077,816	116.16%
2024-25	2022-23	2,867,264	---In process of collection---	
2025-26	2023-24	3,028,831	---In process of collection---	

1) Levy includes Regular, Ag. and all Utility properties. Source: City's "Adoption of Budget and Certification of City Taxes"

2) Includes delinquent taxes from prior years. Source: Jones County Auditor

Collections include delinquent taxes from all prior years. Taxes in Iowa are delinquent each October 1 and April 1 and a late payment penalty of 1.50% per month of delinquency is enforced as of those dates. If delinquent taxes are not paid, the property may be offered at the regular tax sale on the third Monday of June following the delinquency date. Purchasers at the tax sale must pay an amount equal to the taxes, special assessments, interest and penalties due on the property and funds so received are applied to taxes. A property owner may redeem from the regular tax sale but, failing redemption within three years, the tax sale purchaser is entitled to a deed, which in general conveys the title free and clear of all liens except future tax installments.

TAX RATES

	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>	<u>FY 2023-24</u>	<u>FY 2024-25</u>
	<u>\$1/\$1,000</u>	<u>\$1/\$1,000</u>	<u>\$1/\$1,000</u>	<u>\$1/\$1,000</u>	<u>\$1/\$1,000</u>
Jones County	5.96867	5.74586	5.65500	6.50500	6.56670
City of Monticello	13.86898	13.86899	13.86904	15.80145	15.22169
Monticello CSD	14.16469	14.11906	14.03522	14.66006	14.66212
Kirkwood Community College	1.25730	1.31195	1.34462	1.39550	1.3955
County Assessor	0.34412	0.37660	0.40311	0.43125	0.47675
County Ag. Extension	0.21821	0.22637	0.22145	0.22537	0.21982
State of Iowa	<u>0.00270</u>	<u>0.00260</u>	<u>0.00240</u>	<u>0.00180</u>	<u>0.00180</u>
Total Tax Rate - City Resident	35.82467	35.65143	35.53084	39.02043	38.54438

Source: Iowa Department of Management

LEVY LIMITS

Pursuant to HF 718 the City's new adjusted city general fund levy ("ACGFL") for Fiscal Year 2025-26 is \$8.10. To control the growth of property taxes, the ACGFL is subject to potential limitation or reduction by constraining growth each year depending on if certain growth triggers are met or exceeded during the prior year. The levy limitation is only applicable Fiscal Year 2024-2025 through Fiscal Year 2027-2028. Beginning in Fiscal Year 2028-2029, the levy limitation ceases and the City will go to a \$8.10 ACGFL maximum. Certain levies like debt service, pensions, employee benefits and capital improvement reserve fund are not included in the new ACGFL limitation. The City's recent property valuation growth has often exceeded the new legislative caps. Assuming the City exceeds the legislative caps in the future, the City's general fund levies will lag its relative valuation growth. For Fiscal Year 2024-25, the City's non TIF tax valuation growth was 0.67% causing the City's property tax revenue from the ACGFL to be reduced by 0.0% of its revenues. The City's Budget for Fiscal Year 2025-26 accommodated this reduction of tax revenues relative to its non-TIF tax valuation growth. Debt service levies are not limited, rather the City is only subject to the aggregate constitutional debt limits. See "DEBT LIMIT" under "CITY INDEBTEDNESS" included in APPENDIX A to this Preliminary Official Statement. See "PROPERTY TAX LEGISLATION" included in APPENDIX A to this Preliminary Official Statement for a discussion of revisions to the administration of the general fund levy beginning in Fiscal Year 2024-25. See also "PAYMENT OF AND SECURITY FOR THE BONDS" herein.

FUNDS ON HAND (CASH AND INVESTMENTS AS OF APRIL 30, 2025)

General Fund	\$1,260,105.32
Soldier Memorial Board	16,447.43
Monticello Berndes Center	36,753.03
Recreation Set-a-Side	10,417.35
Youth/Adult Tournament Fund	29,737.58
Dare	6,528.97
Canine	6,125.37
Insurance Fund	63,346.88
Tournament Fund	26,401.20
Monticello Trees Forever	26,530.71
Fire	(1,455.71) ¹⁾
Ambulance Operating	345,853.87
Hotel/Motel Tax Fund	24,388.17
Earl F Lehmann Trust	239.03
Street Bond	750.00
Police Improvement	5,850.36
Library Improvement	59,162.69
Library	65,103.53
Equipment Set-A-Side	90,254.10
Super MAC	6,385.52
Airport	49,980.75
Revolving Loan Fund	48,465.28
Road Use Tax	119,333.38
Road Use Tax Setaside	4,329.04
Employee Benefits	562,802.87
TIF Tax Collections	674,474.52
Slavka Gehret Trust	43,959.58
Police Forfeiture Acct.	4.95
Debt Service	555,932.99
TIF- Debt Payments	00.00
Park Improvements	122,490.13
Library Capital Improvements	15,926.92
Ambulance Improvements	217,414.30
TIF- Projects	207,685.89
Cemetery Improvements	52,978.91
Capital Improvements	574,530.05
Low Income Housing	0.00
Baty Disc Golf Course	15,403.78
Mary Maxine Redmond Trust	7,843.88
Pocket Park	12,339.17
Cemetery Perpetual Care	192,688.41
Charles S. Bidwell Book Trust	86,198.60
Ioma Mary Baker Trust	38,077.91
Water Operating	245,129.36
Customer Deposits	29,695.16
Water Capital Improvements	654,203.25
Sewer Operating	2,671,599.73
Sewer Debt Service	29,257.64
Sewer Capital Improvements	162,540.69
Sewer WWT Facility Improv	0.00
Sanitation	347,802.32
Sanitation Capital Improvements	9,734.34
Yard Waste	70,093.97
Storm Water Fund	184,338.63
Flex Spending	5,796.33
Enterprise Flex Spending	<u>107.48</u>
TOTAL	\$10,092,085.61

1) Deficit will be eliminated by year-end transfers from the General Fund.

CITY INDEBTEDNESS

DEBT LIMIT

Article XI, Section 3 of the State of Iowa Constitution limits the amount of debt outstanding at any time of any county, municipality or other political subdivision to no more than 5% of the actual value of all taxable property within the corporate limits, as taken from the last state and county tax list. The debt limit for the City, based on its 2024 actual valuation currently applicable to the Fiscal Year 2025-26, is as follows:

2024 Actual Valuation of Property	\$337,467,259
Legal Debt Limit of 5%	<u>0.05</u>
Legal Debt Limit	\$16,873,362
Less: G.O. Debt Subject to Debt Limit	(5,691,000)*
Less: TIF Rebate Agreements	<u>(404,598)</u>
Net Debt Limit	\$10,777,764*

DIRECT DEBT

General Obligation Debt Paid by Property Taxes and Tax Increment, Water, Sewer, Storm Water, and Road Use Revenues (Includes the Bonds)

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 09/02/25</u>
5/16	\$2,640,000	Improvements & Refunding	6/26	\$160,000
5/19	2,500,000	Improvements	6/29	1,090,000
11/23	2,350,000	Improvements	6/33	1,950,000
11/24	375,000	Improvements – Private Placement	6/27	375,000
5/25	151,000	Improvements – Private Placement	6/29	151,000
9/25	2,170,000*	Improvements	6/40	<u>1,965,000*</u>
Total General Obligation Debt outstanding:				\$5,691,000*

* Preliminary; subject to change.

Annual Fiscal Year Debt Service Payments

General Obligation Debt Paid by Property Taxes and Tax Increment, Water, Sewer, Storm Water, and Road Use Revenues (Includes the Bonds)

Fiscal Year	<u>Current Outstanding</u>		<u>Bonds</u>		<u>Total Outstanding</u>	
	<u>Principal</u>	Principal & <u>Interest</u>	<u>Principal*</u>	Principal & <u>Interest*</u>	<u>Principal*</u>	Principal & <u>Interest*</u>
2025-26	\$796,750	\$944,638	\$0	\$73,415	\$796,750	\$1,018,053
2026-27	658,750	778,591	100,000	198,250	758,750	976,841
2027-28	482,750	577,457	105,000	198,250	587,750	775,707
2028-29	587,750	664,102	110,000	198,000	697,750	862,102
2029-30	280,000	333,750	115,000	197,500	395,000	531,250
2030-31	295,000	334,750	120,000	196,750	415,000	531,500
2031-32	305,000	330,000	130,000	200,750	435,000	530,750
2032-33	<u>320,000</u>	332,800	135,000	199,250	455,000	532,050
2033-34			140,000	197,500	140,000	197,500
2034-35			150,000	200,500	150,000	200,500
2035-36			155,000	198,000	155,000	198,000
2036-37			165,000	200,250	165,000	200,250
2037-38			170,000	197,000	170,000	197,000
2038-39			180,000	198,500	180,000	198,500
2039-40			<u>190,000</u>	199,500	<u>190,000</u>	199,500
	\$3,726,000		\$1,965,000*		\$5,691,000*	

* Preliminary; subject to change.

OTHER DEBT

Tax Increment Rebate Agreements Subject to Debt Limit

<u>Tax Increment Rebate Agreements</u>	<u>Total Estimated TIF Rebate</u>	<u>Estimated Final Payment Date</u>	<u>Total Estimated Obligation Outstanding as of 09/02/2025</u>	<u>Total Estimated Obligation Subject to Debt Limit ¹⁾ as of 09/02/2025</u>
Kardes	\$470,000 ²⁾	6/30/2026	\$75,820	\$31,740
Boulders	350,000	6/30/2028	216,902	42,164
Orbis	1,207,236	6/30/2029	880,524	84,168
B&J Welter	1,286,647	6/30/2030	6,884	1,320
B&J Jacobs	525,000	6/30/2030	6,512	1,376
B&J NJS LLC	200,000	6/30/2030	6,800	1,482
Royal Flush	401,924 ³⁾	6/30/2031	100,780	67,190
MercyCare	242,938	6/30/2031	161,622	17,960
McMatt	70,775	6/30/2033	54,483	10,754
Oak Street	325,000	6/30/2034	248,416	38,300
Manternach Custom Creations	55,000	6/30/2035	55,000	3,460
Thiesens	750,000 ⁴⁾	6/30/2037	688,125	0
BR3	835,050	6/30/2038	<u>652,492</u>	<u>104,684</u>
Total			\$3,243,019	\$404,598

1) These TIF rebate agreements are subject to annual appropriation. Payments have been appropriated for Fiscal Year 2025-26.

2) Estimated amount of \$470,000; this agreement does not have an agreed not to exceed limit.

3) Estimated amount of \$401,924; this agreement does not have an agreed not to exceed limit.

4) Estimated amount of \$750,000; this agreement does not have an agreed not to exceed limit.

INDIRECT GENERAL OBLIGATION DEBT

<u>Taxing District</u>	1/1/2024 <u>Taxable Valuation</u> ¹⁾	Portion of Taxable <u>Valuation in City</u>	Percent <u>In City</u>	<u>G.O. Debt</u> ²⁾	City's Proportionate <u>Share</u>
Jones County	\$1,363,024,566	\$170,852,051	12.53%	\$0	\$0
Monticello CSD	462,557,920	170,852,051	36.94%	10,550,000	3,897,170
Kirkwood Community College	33,569,299,504	170,852,051	0.51%	122,635,000 ³⁾	<u>625,439</u>
City share of total overlapping debt					\$4,522,609

- 1) Taxable Valuation is less military and homestead exemptions and includes Ag. Land & Buildings, Taxable TIF Increment and all Utilities.
- 2) Includes general obligation bonds, PPEL notes, certificates of participation and new jobs training certificates. Estimate as of June 16, 2025 based on publicly available information.
- 3) Excludes proposed Taxable Industrial New Jobs Training Certificates, Series 2025-1A expected to close on August, 5, 2025.

DEBT RATIOS

	<u>G.O. Debt</u>	Debt/Actual Market Value <u>(\$337,467,259)</u> ¹⁾	Debt/4,040 <u>Population</u> ²⁾
Total General Obligation Debt	\$5,691,000*	1.69%*	\$1,408.66*
Less G. O. Debt Paid from Enterprise Funds:	<u>(593,852)</u>		
Net General Obligation Debt	\$5,097,148*	1.57%*	\$1,261.67*
City's share of overlapping G.O. Debt	\$4,522,609	1.34%	\$1,119.46

1) Based on the City's 2024 Actual Valuation; includes Ag. Land & Buildings, all Utilities and Taxable TIF Increment.

2) Based on the City's 2020 U.S. Census population.

* Preliminary; subject to change.

THE CITY

CITY GOVERNMENT

The City was founded in 1836 and is comprised of approximately 2.5 square miles. The City operates under a statutory form of government consisting of a six-member City Council and a Mayor, of which the Mayor is not a voting member. With staggered four-year terms, all Council Members are elected at large. A full-time City Administrator and City Clerk/Treasurer are responsible for administrative details and financial records. The current City Administrator, Russell Farnum has been with the City since March, 2021. The current City Clerk/Treasurer, Sally Hinrichsen has been with the City for over thirty years.

EMPLOYEES AND PENSIONS

The City currently has 23 full-time employees and 37 part-time employees (excluding seasonal employees). In addition, the City has 7 full-time police officers, 1 part-time police officer, and 35 volunteer fire fighters.

The City contributes to the Iowa Public Employees Retirement System (“IPERS”), which is a cost-sharing, multiple-employer, contributory defined benefit public employee retirement system administered by the State of Iowa. IPERS membership is mandatory for City employees, except for those covered by another retirement system. IPERS provides retirement and death benefits, which are established by state statute, to plan members and beneficiaries. IPERS is authorized to adjust the total contribution rate up or down each year, by no more than 1 percentage point, based upon the actuarially required contribution rate. The City’s contributions to IPERS for the past three fiscal years, as shown below, equal the required contributions for each year.

	<u>FY 2021-22</u>	<u>FY 2022-23</u>	<u>FY 2023-24</u>
IPERS City Contribution	\$161,240	\$159,486	\$171,209

The IPERS Comprehensive Annual Financial Report is available on the IPERS website or by contacting IPERS at 7401 Register Drive P.O. Box 9117, Des Moines, IA 50321. However, the information presented in such financial reports or on such websites is not incorporated into this Preliminary Official Statement by any references.

Pursuant to Governmental Accounting Standards Board (“GASB”) Statement No. 68, the City reported a liability of \$288,138 within its Independent Auditor’s Reports as of June 30, 2024 for its proportionate share of the net pension liability. The net pension liability is the amount by which the total actuarial liability exceeds the pension plan’s net liability or fiduciary net position (essentially the market value) available for paying benefits. The net pension liability was measured as of June 30, 2023, and the total pension liability used in the calculation of the overall plan net pension liability was determined by an actuarial valuation as of that date. The City’s proportion of the overall net liability was based on the City’s share of contributions to IPERS relative to the contributions of all IPERS participating employers. At June 30, 2023, the City’s proportion was 0.006384%, which was an increase of 0.003620% over its proportion measured as of June 30, 2022.

For additional information regarding the City’s employee pension plan please refer to Note 4 – “Pension Plan”, beginning on page 23 of the City’s Fiscal Year 2024 Independent Auditor’s Reports.

Bond Counsel, the City and the Municipal Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from the IPERS discussed above or included on the IPERS website, including, but not limited to, updates of such information on the State Auditor’s website or links to other Internet sites accessed through the IPERS website.

OTHER POST-EMPLOYMENT BENEFITS

Plan Description: The City operates a single-employer health benefit plan which provides medical and prescription drug benefits for employees, retirees and their spouses. The City currently finances the benefit plan on a pay-as-you-go basis. For the Fiscal Year ended June 30, 2024, the City contributed \$264,359 and plan members eligible for benefits contributed \$24,544 to the plan. At June 30, 2024, no assets have been accumulated in a trust that meets the criteria of GASB Statement No. 75.

OPEB Benefits: Individuals who are employed by the City and are eligible to participate in the group health plan are eligible to continue healthcare benefits upon retirements. Retirees under age 65 pay the same premium for the medical and prescription drug benefits as active employees, which results in an implicit rate subsidy. Retired participants must be age 55 or older at retirement, with the exception of special service participants who must be age 50 with 22 years of services. At June 30, 2024, there were 30 active employees and no retired employees in the plan.

For additional information regarding the City's OPEB, please refer to Note 5 – "Other Postemployment Benefits", beginning on page 26 of the City's Fiscal Year 2024 Independent Auditor's Reports.

The remainder of this page has been intentionally left blank.

INSURANCE

The City's insurance coverage is as follows:

Type of Insurance	
Property Coverage	
Statement of Values – Special Coverage	\$50,886,299
Equipment Breakdown	Full Policy Limit
Earthquake	Full Policy Limit
Inland Marine	
Property in Transit/Off-Premise	\$250,000
Fire/Ambulance Equipment	Included in Value of Vehicle
Fine Arts	\$100,000
Flood – Disposal Plant	
New Head House	\$143,000 Building \$35,000 Contents
Crime	
Employee Theft – Per Loss Coverage	\$100,000
Money & Securities	\$10,000 Inside/Outside
Liability	
General Liability	\$2,000,000 Each Occurrence \$2,000,000 Aggregate
Airport Liability	\$6,000,000 Each Occurrence \$6,000,000 Aggregate
Errors & Omissions	\$2,000,000 Per Claim \$2,000,000 Aggregate
Law Enforcement	\$2,000,000 Per Claim \$2,000,000 Aggregate
Employment Practices	\$2,000,000 Occurrence \$2,000,000 Aggregate
Automobile	
Liability	\$2,000,000 Each Accident
Uninsured Motorist	\$1,000,000 Each Accident
Underinsured Motorist	\$1,000,000 Each Accident
Comprehensive & Collision	Per Schedule
Worker's Compensation	
Employers Liability	
Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Policy Limit
Bodily Injury by Disease	\$1,000,000 Each Employee
Umbrella	
Limit of Insurance Per Occurrence	\$5,000,000
General Aggregate Limit	\$5,000,000

GENERAL INFORMATION

LOCATION AND TRANSPORTATION

The City is located at the junction of Highways 38 and 151 and has a 2020 census population of 4,040. The City of Cedar Rapids is located approximately 30 miles to the southwest of the City and the City of Dubuque is approximately 35 miles to the northeast of the City. Commercial air transportation is available in Cedar Rapids and Dubuque. Monticello is also served by the Monticello Regional Airport. The airport is home to approximately 40 aircraft, is FAA approved and has a paved and lighted 4,400 foot by 75-foot hard surfaced runway, a hard surfaced taxiway, and a grass crosswind runway. A new Terminal Building was recently constructed in addition to a new T-hangar. The airport is served by a Fixed Base Operator (“FBO”) that offers both jet and aviation fuel.

GENERAL SERVICES AND ATTRACTIONS

The City provides its citizens with a full range of services including the municipal functions of police and fire protection; ambulance service; public water and sanitation services; park and recreational programs and activities; economic development; and a public library.

The City has several parks throughout the community. The City has a modern Aquatic Center, constructed in 2003 with a shelter, picnic areas, all-inclusive playground and fountain. Jacobs Park has a ball diamond, general grass “park” area, a shelter and children’s play area. The City Park features the “Berndes Center”, a multi-purpose recreation center that hosts public events most weekends throughout the year. The City Park is home to the Great Jones County Fair and Food Fest, the third largest fair in the state of Iowa and the largest annual tourist draw to the community. The Citizens State Bank Youth Development Center being home to the Jones County Fair offices as well as the offices of Jones County Extension and 4-H. This building was constructed in 2013 at a cost of approximately \$1,000,000 and was largely funded by grants and donations. City Park also features a number of shelters and animal barns used during the fair, multiple picnic areas, and is adjacent to a private, but open to the public, 18-hole golf course.

Willow Park and Baty Disc Golf Course, located on approximately 24 acres, has a large shelter, 18-hole disc golf course, paved walking trail along Kitty Creek, and other park amenities. Currently planned is a bike pump track and more rustic trails on 11 acres of land north of Willow Park, and a bike path linked to downtown.

The downtown Pocket Park provides a great location for downtown events, an outdoor lunch, or just a quiet place to read a book while enjoying a cup of coffee. Riverside Gardens is an all-volunteer project with flowerbeds, a wetland, picnic area, gazebo, wishing well, and handicapped accessible nature trail. The Monticello Athletic Complex, located on the grounds of the high school, was recently completed as a shared City/Monticello Community School District project with a total cost of approximately \$1.1 million. The City and Monticello Community School District each invested approximately \$250,000 with the balance being funded through grants and fundraising. Throughout the City’s parks and sports complex there are ten ball diamonds, six soccer fields, and multiple multi-purpose fields.

The Community is seeing growth throughout Monticello, within the Welter Commercial Park on the south side of the community, home to Kirkwood Community College Jones Regional Education Center (the “Center”). The Center is where students from eight local school districts come to obtain college credit coursework during their junior and senior years in high school. Welter Commercial Park is also home to Oak Street Furniture, Yogi’s automobile restoration parts, MercyCare Clinic, Boulders Hotel, and coming soon, KwikStar and Scherrman’s Implements.

On the north side of the community, Northridge subdivision just opened its 5th Phase, with single-family homesites available for custom homes. Near the downtown, a new 38,000 square foot Theisen’s Home, Farm and Auto store, and a 15,000 square foot Dollar Fresh grocery store just opened within the last 3 years.

Nearby attractions available for citizens include Yogi Bear’s Jellystone Park which offers camping, fishing and canoeing; Jones County Central Park offers camping, fishing and swimming as well as a walk-in Nature Center; and the Maquoketa River, running through the community, provides great fishing and paddling opportunities. Wapsipinicon State Park, located approximately 12 miles south of Monticello is known for its camping, hiking, golfing, picnicking, and cave exploring. Pictured Rocks is located southeast of the City and has hiking, rock climbing, camping and fishing. Camp Courageous is located in the Pictured Rocks area serving over 3,500 campers with disabilities annually. Camp Courageous also has an indoor heated pool that is regularly available to Monticello residents.

LARGER EMPLOYERS

A representative list of major employers located within the City is as follows:

<u>Employer</u>	<u>Type of Business</u>	<u>Number of Employees</u> ¹⁾
Innovative Ag. Services	Agriculture	250
Monticello Comm. School District	Education	205
Orbis	Plastic Shipping Containers & Pallets	163
Cornerstone Building Brands	Exterior Building Products	157
Polo Custom Products	Plastics	155
Energy Manufacturing Co.	Hydraulics	110
City of Monticello	Government	68
HSM ²⁾	Foam Product Fabricator	60
Above & Beyond Hospice & Home	Health Care	57
Kirkwood Community College	Education	50
Camp Courageous	Camp for Disabled Individuals	45
Oak Street Manufacturing	Restaurant Furnishings	45
Kardes' Inc.	Convenient Store / Truck Stop	39
Welter Storage & Equipment	New/Used Office Furnishings/Warehousing/Shelving	35
Yogi's Inc.	Custom Cars	25
Yeoman & Co.	Garden / Farm Tools	15

1) Totals include full and part-time employees.

2) Formerly doing business as Foam Rubber Products.

Source: The City and Jones County Development

In addition, listed below are other major employers located less than 40 miles from the City:

<u>Employer</u>	<u>Type of Business</u>	<u>Location</u>	<u>Number of Employees</u> ¹⁾
Rockwell Collins – Collins Aerospace	Electronic Equipment/Design	Cedar Rapids	8,700
Unity Point Health - St. Luke's Hospital	Health care	Cedar Rapids	5,500
Cedar Rapids Comm. School Dist.	Education	Cedar Rapids	2,879 ²⁾
John Deere Dubuque Works	Heavy Industrial Equipment	Dubuque	2,810
Transamerica Life Insurance Company	Investment/Financial	Cedar Rapids	2,600
MercyOne Medical Center	Healthcare	Cedar Rapids	2,140
Hy-Vee Food Stores	Grocery Stores	Cedar Rapids	2,130
Dubuque Community School Dist.	Education	Dubuque	2,000
Kirkwood Community College	Education	Cedar Rapids	1,623
MercyOne Medical Center	Health Care	Dubuque	1,438
City of Cedar Rapids	Government	Cedar Rapids	1,409
HODGE	Business Storage/Transportation	Dubuque	1,102
United Fire Group	Insurance/Financial	Cedar Rapids	1,080
Medical Associates	Health Care	Dubuque	1,069
PepsiCo	Food/Beverage Processing	Cedar Rapids	1,040
Nordstrom Direct	Logistics/Distribution	Cedar Rapids	1,000
Linn-Mar Community School District	Education	Cedar Rapids	987
Unity Point Health – Finley Hospital	Health Care	Dubuque	940
College Community School District	Education	Cedar Rapids	929
BAE Systems	Electronic Equipment/Design	Cedar Rapids	900

1) Includes full-time and part-time employees.

2) Full-time equivalent

Source: City of Cedar Rapids and City of Dubuque

BUILDING PERMITS

City officials report the following construction activity as of May 31, 2025. Permits for the City are reported on a calendar year basis.

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
<u>Single Family Homes:</u>					
No. of new homes:	5	0	2	2	0
Valuation:	\$351,930.34	\$0.00	\$682,164.22	\$983,167.00	\$0.00
<u>Homes Additions & Alterations:</u>					
No. of new buildings:	6	7	2	4	0
Valuation:	\$101,387.15	\$275,100.64	\$440,769.40	\$235,938.73	\$0.00
<u>Multiple Family Dwellings:</u>					
No. of new buildings:	2	1	0	1	0
Valuation:	\$633,298.00	\$515,446.52	\$0.00	\$462,103.80	\$0.00
<u>Commercial/Industrial/Other:</u>					
No. of new buildings:	3	2	1	1	0
Valuation:	\$2,994,292.00	\$451,159.04	\$676,070.40	\$6,074,916.16	\$0.00
<u>Additions & Alterations:</u>					
No. of new buildings:	0	0	1	0	1
Valuation:	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$55,548.00</u>	<u>\$0.00</u>	<u>\$93,768.00</u>
Total Permits	16	10	6	8	1
Total Valuations	\$4,080,907.49	\$1,241,706.20	\$1,854,552.02	\$7,756,125.69	\$93,768.00

U.S. CENSUS DATA

1990 U.S. Census	3,522
2000 U.S. Census	3,607
2010 U.S. Census	3,796
2020 U.S. Census	4,040

Source: State of Iowa; State Data Center

UNEMPLOYMENT RATES

	<u>Jones</u>	<u>State of</u>
	<u>County</u>	<u>Iowa</u>
Annual Averages:		
2021	4.1%	3.9%
2022	3.3%	2.8%
2023	3.4%	2.9%
2024	3.7%	3.0%
2025 (through March)	5.1%	3.8%

Source: Iowa Workforce Development Center

EDUCATION

The Monticello Community School District with approximately 205 full-time and part-time employees, provides public education with an October 2024 certified enrollment for the 2024-25 school year of 967.6. The District owns and operates two elementary schools, one middle school and one high school. A new elementary school is scheduled to open in the fall of 2026. Educational opportunities are also provided by Sacred Heart Catholic School. Sacred Heart provides parochial education for grades kindergarten through sixth and also provides pre-school education for three- and four-year olds. Kirkwood Community College, located in the new Welter Commercial Park, provides college credit courses for eight high school districts, including Monticello, in addition to continuing education coursework for adults that can lead to either a two-year associates degree or a four-year bachelor's degree through a partnership with Mount Mercy University.

FINANCIAL SERVICES

Financial services for residents of the City are provided by Citizens State Bank and branch offices of Farmers & Merchants Savings Bank, Fidelity Bank & Trust, Ohnward Bank & Trust, and DuTrac Community Credit Union. Citizens State Bank reports the following annual deposits as of June 30th for their main office located in Monticello:

<u>Year</u>	<u>Citizens State Bank</u>
2020	\$134,143,000
2021	146,741,000
2022	161,552,000
2023	153,659,000
2024	152,340,000

Source: Federal Deposit Insurance Corporation (FDIC)

APPENDIX B
FORM OF LEGAL OPINION

APPENDIX C
JUNE 30, 2024
INDEPENDENT AUDITOR'S REPORTS

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

OFFICIAL BID FORM

TO: The City Council of
City of Monticello, Iowa

Sale Date: August 4, 2025
10:00 AM, Central Time

RE: \$1,965,000* General Obligation Sewer Improvement Bonds, Series 2025 (the "Bonds")

This bid is a firm offer for the purchase of the Bonds identified in the TERMS OF OFFERING, on the terms set forth in this OFFICIAL BID FORM and TERMS OF OFFERING, and is not subject to any conditions, except as permitted by the TERMS OF OFFERING. By submitting this bid, we confirm we have an established industry reputation for underwriting new issuance of municipal bonds.

For all or none of the above Bonds, in accordance with the TERMS OF OFFERING, we will pay you \$_____ (not less than \$1,945,350) plus accrued interest to date of delivery for fully registered bonds bearing interest rates and maturing in the stated years as follows:

<u>Coupon</u>	<u>Maturity</u>	<u>Yield</u>	<u>Coupon</u>	<u>Maturity</u>	<u>Yield</u>
_____	2027	_____	_____	2034	_____
_____	2028	_____	_____	2035	_____
_____	2029	_____	_____	2036	_____
_____	2030	_____	_____	2037	_____
_____	2031	_____	_____	2038	_____
_____	2032	_____	_____	2039	_____
_____	2033	_____	_____	2040	_____

* Preliminary; subject to change. The aggregate principal amount of the Bonds, and each scheduled maturity thereof, are subject to increase or decrease by the City or its designee after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$2,500,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive, and shall be binding upon the successful bidder.

<u>Years Aggregated</u>	<u>Maturity Year</u>	<u>Aggregate Amount</u>
_____ through _____	_____	_____
_____ through _____	_____	_____
_____ through _____	_____	_____

In making this offer we accept all of the terms and conditions of the TERMS OF OFFERING published in the Preliminary Official Statement dated July 21, 2025. In the event of failure to deliver these Bonds in accordance with the TERMS OF OFFERING as printed in the Preliminary Official Statement and made a part hereof, we reserve the right to withdraw our offer, whereupon the deposit accompanying it will be immediately returned. All blank spaces of this offer are intentional and are not to be construed as an omission.

Not as a part of our offer, the above quoted prices being controlling, but only as an aid for the verification of the offer, we have made the following computations:

NET INTEREST COST: \$ _____

TRUE INTEREST COST: _____ % (Dated Date September 2, 2025)

Account Manager: _____ By: _____

Account Members: _____

The foregoing offer is hereby accepted by and on behalf of the City Council of the City of Monticello, Iowa this 4th day of August, 2025.

Attest: _____ By: _____

Title: _____ Title: _____

City Council Meeting Prep. Date: 07/16/2025 Preparer: Russell Farnum		Agenda Item: #2 Agenda Date: 07/21/2025
---	--	--

Communication Page

Agenda Items Description: Resolution Approving Construction Inspection Services for Airport Runway Pavement Maintenance Project

Type of Action Requested: Resolution

Attachments & Enclosures:
Resolution and Agreement

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Summary: The FAA has approved the final funding and issued a Notice to Proceed for the Airport Runway, Apron and Taxiway pavement maintenance project.

The FAA requires that all work be inspected by engineers. Attached please find the Agreement for Construction Inspection services to be provided by HDR, the City's Airport Engineers. Also attached is an estimate of the costs related to providing the services.

These costs are included in the FY25/26 Airport budget and are 90% reimbursable through the FAA as part of the funding for this project.

Recommendation: Approval is recommended.

CITY OF MONTICELLO, IOWA

RESOLUTION

Approving Agreement for Engineering Services between HDR Engineering, Inc. and the City of Monticello for services and expenses related to the Construction Inspection Services for Airport Runway Pavement Maintenance Project

WHEREAS, The Monticello Airport Board previously presented and the City Council previously approved the Airport Five Year Capital Improvement Plan (CIP), said plan including the Runway Pavement Maintenance Project, and

WHEREAS, The Airport Board previously undertook a request for proposals process to identify both an Engineering Firm and an Airport Planner with whom to move forward with on FAA eligible projects, with HDR Engineering as Monticello Airport Engineer, for Airfield Development Projects and Airport Planning and Environmental Services, and

WHEREAS, the approval of this agreement is one of the required steps to move forward with a request for FAA funding, which is anticipated at 90% of the project costs, said project being contingent upon the future approval by the FAA of this project, and

WHEREAS, the FAA has approved the plans, funding, and bids for this project, and has issued authorization to proceed with construction, necessitating construction inspection services through HDR.

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 21st day of July 2025, that the Contract for Engineering Services between the City of Monticello and HDR Engineering is hereby approved and the City Administrator is hereby directed to execute same on behalf of the Monticello City Council.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 21st day of July 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

TASK ORDER 04

PROJECT NAME: FY25 Pavement Repairs Construction Phase Services

This Task Order pertains to an Agreement by and between the City of Monticello, Iowa (the “OWNER”), and HDR Engineering, Inc. (the “ENGINEER”), dated _____ (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

PART 1.0 PROJECT DESCRIPTION:

The City of Monticello, Iowa (OWNER) desires to retain HDR Engineering, Inc. (ENGINEER) to provide construction phase services for FY25 Pavement Repairs at the Monticello Regional Airport (Project). The Project will be funded in part by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) and, therefore, will be completed in accordance with FAA Order 5100.38D *Airport Improvement Program Handbook* and the FAA Central Region *AIP Sponsor Guide*.

The Project repairs to pavements, pavement joints, marking, and traffic control devices required to completed the repairs during phases of the project.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

The Work Breakdown Structure (WBS) for this project contains six tasks listed below and described in subsequent sections of this Scope of Services.

Summary of Tasks:

1. Project Administration
 - 1.1. Project Management
 - 1.2. Grant Administration Support
 - 1.3. Quality Control Review of Project Deliverables
2. Construction Phase
 - 2.1. Construction Management Program (CMP)
 - 2.2. Pre-Construction Conference
 - 2.3. NOTAMs and FAA Form 7460
 - 2.4. Review and Approve Submittals
 - 2.5. Contract Modifications
 - 2.6. Contractor Payment Requests
 - 2.7. Monitoring Labor and Civil Rights Requirements
 - 2.8. On-Site Construction Observation
 - 2.9. Quality Assurance (QA) Testing
 - 2.10. Daily and Weekly Reports
 - 2.11. FAA Quarterly Performance Reports
 - 2.12. Final Inspection

3. Grant Closeout
 - 3.1. Final Construction Report
 - 3.2. Record Documents
 - 3.3. Sponsor Amendment Request Letter (as needed)
 - 3.4. As-Built Airport Layout Plan
 - 3.5. As-Built Airports GIS
 - 3.6. Part 139 Signage and Marking Plan
 - 3.7. Airport Diagram Modification
4. Reimbursable Expenses
5. Subconsultant

TASK 1 – PROJECT ADMINISTRATION, MEETINGS, SUPPORT AND CLOSEOUT

ENGINEER will provide project management and cost/schedule controls for the Project. Also included are administrative activities such as grant administration and quality control reviews.

SUBTASKS:

- 1.1. Project Management: Includes activities for ENGINEER to manage subconsultants and monitor project schedules, manpower assignments, and internal cost controls throughout the Project. Also included are efforts to prepare and process invoices and monthly progress reports and to maintain project correspondence.
- 1.2. Grant Administration: ENGINEER will assist the OWNER and Iowa DOT as needed to complete required documentation for the Project's FAA AIP grant per the FAA Central Region *AIP Sponsor Guide*.
- 1.3. Quality Control Review of Project Deliverables: ENGINEER will conduct internal quality control reviews of project deliverables in accordance with the ENGINEER's Quality Management System (QMS) manual, based on the fundamental principles and guidelines set forth by the ISO 9001:2015 international standard for quality management.

ENGINEER will provide the necessary grant close-out documentation in accordance with FAA AIP Sponsor Guide No. 1600 – *Grant Closeout*. Barring unforeseen circumstances, the closeout documentation will be complete within 90 days of the Owner's acceptance of the Project from the Contractor.

- 1.4 Final Construction Report: At the end of the project, ENGINEER will prepare a Final Construction Report per FAA AIP Sponsor Guide No. 1620 – *Construction Project Closeout*. Content will include:

- Brief Narrative of Work Accomplished;
- Project Photographs;
- Summary of Key Milestone Dates;
- Contract Time;
- Labor Provisions;
- Environmental Requirements;

- Summary of DBE Utilization;
- Contract Change Orders and Quantity Adjustments;
- Construction Material Testing and Acceptance.

1.5 Record Documents: ENGINEER will prepare and distribute a record set of documents to include: Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings.

1.6 Sponsor Amendment Request Letter (as needed): If required, the ENGINEER will author a written request to the FAA to amend the AIP grant amount and provide adequate justification for any increases. Such an amendment may be required based on final, installed work quantities.

TASK 2 – CONSTRUCTION PHASE (Engineer and Subconsultant)

ENGINEER will act as the Engineer and Resident Project Representative (RPR) during the construction phase of the Project (as defined in the project specifications) and will provide and maintain competent technical supervision at the construction site throughout the life of the Project. Services will be in accordance with FAA AIP Sponsor Guide No. 1000 - *Construction Phase*. The purpose of this role is to verify Contractor conformance with the approved plans and specifications as well as with AIP standards. This scope of services and Not-to-Exceed amount is based on a contract time (notice-to-proceed to substantial completion) of 150 calendar days including a 60-calendar day period from initial land disturbance to final site stabilization.

SUBTASKS:

- 2.1. Construction Management Program (CMP): ENGINEER will complete a Construction Management Program (CMP) for the Project per the requirements described in FAA AIP Sponsor Guide No. 1030 - *Construction Management Program* and FAA AC 150/5370-12B: *Quality Management for Federally Funded Airport Construction Projects*. The CMP details the measures and procedures necessary to verify compliance with the quality control provisions of the construction contract. The completed CMP will be submitted to FAA at least ten days prior to the pre-construction meeting and prior to issuance of a Notice-to-Proceed to the Contractor. ENGINEER will address FAA comments on the CMP within 7 calendar days of receipt of comments.
- 2.2. Pre-Construction Conference: ENGINEER will organize and lead an on-site pre-construction conference shortly after the award of the construction contract in accordance with FAA AIP Sponsor Guide No. 1040 - *Preconstruction Conference: Development Projects*. The pre-construction conference offers a forum for all interested parties to discuss the scope of the project and its impact on normal airport operations. The primary purpose of the conference is to thoroughly discuss critical project issues such as contract requirements, operational safety, construction phasing and sequencing, airport security, quality control, acceptance testing, labor requirements, EEO obligations, DBE requirements and other pertinent matters. ENGINEER will schedule the pre-construction conference immediately following

- FAA's concurrence with the award of contract to the apparent low bid Contractor and prepare an agenda and meeting minutes.
- 2.3. NOTAMs and FAA Form 7460: ENGINEER will work with the Airport Manager to issue Notices to Airmen (NOTAM) as required during construction and create and manage airspace cases for construction equipment and stockpiles on the FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) website.
 - 2.4. Review and Approve Submittals: ENGINEER will review shop drawing submittals for general conformance with the approved contract drawings and specifications and verify conformity with AIP provisions of the contract such as compliance with Buy America provisions. This review will note any deviations or exceptions made by the Contractor. This task's Not-to-Exceed amount includes initial review of each submittal identified in the project's front-end documents and technical specifications prepared by the ENGINEER and review of one re-submittal. Excessive re-submittals may require a contract amendment to increase the Not-to-Exceed amount.
 - 2.5. Contract Modifications: ENGINEER will review and respond to requests for interpretation, issue field orders as necessary, review and respond to Contractor change proposals, and facilitate construction contract modifications per the provisions of the construction contract and the FAA Central Region *AIP Sponsor Guide*.
 - 2.6. Contractor Payment Requests: ENGINEER will review monthly contractor applications for payment and verify installed construction quantities. For each application for payment, ENGINEER will either indicate in writing a recommendation of payment and present the application to the OWNER or return the application to the Contractor indicating in writing reasons for refusing to recommend payment. This subtask includes survey spot checks on alignment, verifying proper cross sections of the completed pavement layers, and verifying final cross sections. Miscellaneous surveying services will be provided by a subconsultant.
 - 2.7. Monitoring Labor and Civil Rights Requirements: ENGINEER will verify that the Contractor complies with applicable labor and civil rights noted in the construction contract and federal provisions throughout the Project. Tasks include:
 - weekly review of payroll records and wage rate interviews (frequency as necessary) to ascertain the Contractor compliance with the applicable wage rate determination;
 - monitoring of the Contractor's work force to verify proper classifications for the work being performed;
 - verification of the Contractor's compliance with applicable requirements of the E.E.O provision;
 - monitoring and verification of actual participation by DBE subcontractors including commercial useful functions;
 - confirmation that the Contractor has properly posted the required notices in a prominent and conspicuous location.

2.8. On-Site Construction Observation: ENGINEER will provide on-site construction observation as needed to maintain competent technical supervision at the construction site throughout the duration of the Project. Tasks include:

- provide qualified Resident Project Representative (RPR) to monitor Contractor's conformance with Contract requirements;
- document Contractor's performance, observe acceptance testing of construction materials and verify installed construction quantities;
- coordinate Contractor's activities and progress with the Owner;
- monitor Contractor's compliance with approved CSPP;
- maintain construction diary that documents daily work activities and contract time;
- prepare and submit progress reports;
- attend and conduct a final walk through and inspection of the completed project with the Contractor and Owner;
- monitor completion of punch list items.

This task's Not-to-Exceed amount is based on up to 96 hours of on-site inspection by the RPR. In addition, 24 hours are included for the Engineer to be on-site at the start of critical operations such as concrete placement and as needed throughout the Project.

2.9. Daily and Weekly Reports: ENGINEER will maintain records that sufficiently describe the work accomplished:

2.9.1. Daily Records: At a minimum, the following will be recorded each day:

- Daily weather conditions and temperatures;
- Worked accomplished that day, including exact location;
- Work day count and contract time;
- Percentage estimate of physical work completed to date;
- Hours worked per day;
- Quality and Quantity of material delivered on-site;
- Type and amount of equipment in use;
- Size of work force including presence of Contractor's supervisor;
- Acceptance tests conducted and results obtained;
- Corrective actions taken by the Contractor;
- Status of approved Safety Plan measures;
- Identification of critical construction issues.

2.9.2. Weekly Reports: ENGINEER will prepare weekly construction progress and inspection reports conforming to FAA Form 5370-1. ENGINEER will send the completed forms to FAA.

2.10. FAA Quarterly Performance Reports: ENGINEER will prepare and submit to FAA Quarterly Performance Reports using the form provided by FAA Central Region (<https://www.faa.gov/airports/central/aip/>).

- 2.11. Final Inspections: ENGINEER will organize and conduct final inspections for the Project per FAA AIP Sponsor Guide No. 1074 - *Final Acceptance* and prepare a record of the final inspection that identifies the date of the inspection, those present, and outstanding issues that affect final acceptance. The record will note any deficiencies and unfinished work along with a date for completion of any corrective action. The record of final inspection will include a statement that indicates whether or not the ENGINEER finds the project work be in substantial compliance with the requirements of the contract. ENGINEER will assist the OWNER with completion of FAA Form 5100-129 *Construction Project Final Acceptance - Airport Improvement Program Sponsor Certification*.

TASK 3 – QA TESTING (Subconsultant)

- 2.1. Quality Assurance (QA) Testing: ENGINEER will subcontract a testing laboratory meeting the requirements described in FAA AIP Sponsor Guide Nos. 1030 - *Construction Management Program* to perform Quality Assurance (QA) testing per the P-501 Cement Concrete Pavement project specification.

TASK 4 – REIMBURSABLE EXPENSES

Reimbursable expenses will be charged to Task 4. Expense types may include:

- Car Rental
- Express Mail/Postage/Freight
- Fuel – Car Rental
- Meals
- Office / Field Supplies
- Reproduction

PROJECT DELIVERABLES

1. Construction Management Program (CMP)
2. Pre-Construction Conference Meeting Minutes
3. FAA OE/AAA Airspace Cases
4. Engineer's Responses to Contractor Submittals
5. Contract Modifications
6. Engineer's Recommendations for Contractor Payment Requests
7. Daily Construction Observation Records
8. Weekly Construction Progress and Inspection Reports
9. FAA Quarterly Performance Report(s)
10. Quality Assurance (QA) Test Results
11. Record of Final Inspection
12. Final Construction Report
13. Record Documents
14. Sponsor Amendment Request Letter (as needed)
15. As-Built Marking Plan

TENTATIVE PROJECT SCHEDULE (SUBJECT TO CHANGE)

August 1, 2025: Pre-Construction Conference

Fall 2025: Construction - Submit Construction Observation Records, Review Submittals and Contractor Payment Requests, Execute Construction Contract Modifications, etc.

Winter 2025 – Final Inspection, Final Construction Report, and Grant Closeout Activities

Winter 2025 – Anticipated End of Contract

ASSUMPTIONS

- The Construction Contract Time from Notice-to-Proceed to Final Completion is 60 calendar days.
- No significant labor or civil rights compliance issues will be encountered during the project requiring detailed investigation.
- Quality Assurance (QA) testing will only be performed as required in the P-501 Cement Concrete Pavement specification. Other QA testing activities have been delegated in the project specifications to the Contractor's lab in the presence of the RPR.
- Construction staking is not included in this Scope of Services. The Contractor is responsible to establish all layout required for the construction of the project.

PART 3.0 OWNER'S RESPONSIBILITIES:

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

PART 4.0 PERIODS OF SERVICE:

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Part 2.0 by **December 31, 2025**, or at such other time as may be mutually agreed between the parties.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

PART 5.0 ENGINEER'S FEE:

Compensation for ENGINEER'S services under this Task Order 04 shall be on the basis of Lump Sum. The amount of Lump Sum is Forty-One Thousand, Three Hundred and Ten (\$41,310).

Compensation terms are defined as follows:

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense.

PART 6.0 OTHER:

Additional federal contract provisions required for projects funded by the Airport Improvement Program, which are attached to this task order, are incorporated into this Agreement by this reference as if fully set forth herein.

This Task Order is executed this ____ day of _____, 2025.

CITY OF MONTICELLO, IOWA
“OWNER”

HDR ENGINEERING, INC.
“ENGINEER”

BY: _____

BY: _____

NAME: Russ Farnum

NAME: Ann Williams

TITLE: City Administrator

TITLE: Senior Vice President

ADDRESS: 200 East First Street
Monticello, Iowa 52310

ADDRESS: 1917 South 67th Street
Omaha, NE 68106



FY25 Pavement Repairs
Monticello Municipal Airport (MXO)
City of Monticello, Iowa



Tasks	Hours	Fee
TASK 1 - PROJECT ADMINISTRATION		
1.1 Project Administration, Meetings, Field Services Support, Project Closeout	64	\$12,172
Subtotals	64	\$12,172
Total Direct Labor + Overhead + Profit	64	\$12,172
Task 2: Construction Observation		\$19,000
Task 3: QA Testing		\$9,635
Task 4: Expenses		\$503
Total Fee		\$41,310

City Council Meeting
Prep. Date: 7/7/2025
Preparer: Britt Smith



Agenda Item: #3
Agenda Date: 07/21/2025

Communication Page

Agenda Items Description: Resolution to approve the wage an hour rate for the Monticello Police Department School Resource Officer for FY '26

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

Attachments & Enclosures:

Wage Scale

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: Approval of the wage an hour rate for the Monticello Police Department School Resource Officer for FY '26

Background Information: Earlier this year, I worked with School District Superintendent Brian Jaeger on establishing an updated 28E agreement which identified the hourly wage for the School Resource Officer position for the 2026/27 school year. This rate along with the employee benefits were added together to calculate the appropriate cost share between the school and city. In previous years, the SRO rate was identified within the city bargaining staff wage agreement; however, because there were too many variables between the City and School to set a number for FY '26 within the agreement that was created back in 2023, we left it as Too Be Determined within the employment agreement. Since establishing the rate with Jaeger, we need to approve through a resolution the hourly rate for Cheryl to begin issuing payment. The rate for FY '26 was established at \$36.41/hr.

Staff Recommendation: I recommend that the Council approve the wage an hour rate as approved with the Monticello Community School District.

City of Monticello, Iowa

RESOLUTION #

Approving the Promotion of Officer Erik Honda to School Resource Officer and setting wage for School Resource Officer position

WHEREAS, The City of Monticello, Iowa is an incorporated city within Jones County, Iowa; and

WHEREAS, Police Chief Britt Smith recommends the City Council recognizes the promotion of Officer Erik Honda to School Resource Officer for the Monticello Police Department, and

WHEREAS, Police Chief Britt Smith negotiated the School Resource Officer wage with the Monticello Community School and they recently approve the wage as follows:

Section 1, Wages for School Resource Officer:

- A. The City shall pay the School Resource Officer \$36.41 per hour .
- B. Wage shall take effect with the first payroll issued during the month of July, 2025.
- C. The current School Resource Officer Dawn Graver and Officer Erik Honda will both be paid with wage, during the training period.

WHEREAS, The School Resource Officer wage is set at \$36.41per hour, retroactive effective to July 1, 2025.

NOW THEREFORE BE IT RESOLVED that the City Council of Monticello, Iowa does recognize the promotion of Officer Erik Honda to School Resource Officer and approve the wage \$36.41/hour for the School Resource Officer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 21st day of July 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 4/15/2025
Preparer: Britt Smith



Agenda Item: #
Agenda Date: 04/21/2025

Communication Page

Agenda Items Description: Resolution to approve the 28E Agreement with the Monticello Community School District for the School Resource Officer Position.

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

Attachments & Enclosures:

SRO Wage/Benefit Calculations

Proposed 28E Agreement

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Approval of the updated 28E Agreement with the Monticello Community School District for the School Resource Officer for the period of August 2025 through June 2026.

Background Information: In October of 2018 the Monticello Police Department collaborated with the Monticello Community School District to create and implement a School Resource Officer Position. This position involved dedicating a Full-Time Police Officer to the School District during the 172-day school year at 40 hours per week. The entire cost of the position including the hourly rate and all benefits were totaled and split 60/40 with the school, with the school paying for 60% of the employee costs. The remainder of the time the Officer would be assigned to the Police Department (During the Summer Months and No-School Days) to provide an addition to the workforce to the department to cover vacation requests, special events, code enforcement and to supplement the schedule during periods of high call volumes. Additionally, within the agreement we have the ability to recall the School Resource Officer during the school year and utilize them for significant events or investigations that occur within the community that need supplemental staffing.

We are just wrapping up our 7th year with the program and have presented an extension to the current agreement. Previously we had worked from 2-3 year agreements, however with insurance rate changes and employment agreements, it has become easier to do one-year agreements using the most accurate contract rates over estimating a longer-term agreement. This new agreement will serve as Officer Erik Honda's era of the School Resource Officer position. This agreement was drafted consistent with the conditions of the previous agreements that reflect the cost share of the position.

FY 2026 August, 2025-May 2026
District \$58,340.00

These cost share figures are based upon the SRO Wage/Benefit Calculations that I prepared to obtain true cost figures for the position, which account for cost sharing of IPERS, Medicare, Social Security, Unemployment, Dental, Vision, Life, and Disability insurance.

This agreement has been unanimously approved by the Monticello School Board at the April 7th Board Meeting.

Staff Recommendation: I recommend that the Council approve the 28E agreement as presented with the Monticello Community School District.

CITY OF MONTICELLO, IOWA

RESOLUTION #

Approving 28E Agreement between the School
and the City for a School Resource Officer

WHEREAS, The City of Monticello approved a 28E Agreement with the Monticello School Board with Resolution #18-117 on October 1, 2018, creating School Resource Officer (SRO) position, and

WHEREAS, The Monticello School Board has recently approved the proposed 28E agreement setting forth the terms associated with the SRO and setting forth the responsibilities of the City and the School in regard thereto, and

WHEREAS, The City finds the agreement to be acceptable and in the best interests of the City.

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council in session this 21st day of July, 2025 that the proposed 28E Agreement between the City of Monticello and the Monticello Community School District for School Resource Officer Program is hereby approved and the Mayor is hereby directed to execute the 28E Agreement on behalf of the City Council.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 21st day of July 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 7/9/2025
Preparer: Britt Smith



Agenda Item: #4
Agenda Date: 07/21/2025

Communication Page

Agenda Items Description: Resolution to approve the 28E Agreement with the Joint County Emergency Response Team

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

Attachments & Enclosures:

Proposed 28E Agreement

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: Approval of the updated 28E Agreement with the Joint County Emergency Response Team (JCERT)

Background Information: Since 2008, the Monticello Police Department has been a founding and participating agency of the Jones County Emergency Response Team (JCERT). The team was originally founded with 4 primary agencies; Jones County Sheriff's Office, Anamosa Police Department, Cascade Police Department and the Monticello Police Department. The purpose of JCERT is to provide each participating agency a cooperative law enforcement unit to be available to provide assistance in high-risk law enforcement operations and any other law enforcement efforts in which a significant potential for violence may occur. Over the years the team's capabilities have increased and JCERT became more than just a tactical team, but a law enforcement cooperative providing resources, including equipment and personnel, to participating agencies during significant events. The unit even expanded to additional participating agencies and jurisdictions. In 2022, the Delaware County Sheriff's Office was authorized to join the law enforcement cooperative and the official name was changed from the Jones County Emergency Response Team to the Joint County Emergency Response Team. Recently, the Manchester Police Department (a Delaware County municipality) has requested to join the law enforcement cooperative as well. With these changes, our original 28E agreement that identified the 4 original participating agencies is outdated. We have drafted an updated 28E agreement to include the additional participating agencies that will require authorization from the governing bodies.

Some background on the Monticello Police Department's involvement in the Joint County Emergency Response Team; we currently have 2 officers who participate in the unit, Officer Erik Honda and Officer Jordan Koos. These two officers are equipped with additional personal protection gear and equipment that is utilized to carry out the unit's objectives. They participate in a monthly training session with all the participating agencies and their respective members. These sessions include high risk warrant service, barricaded or hostile subject apprehension, search and rescue operations, high-risk

surveillance operations and event overwatch. Financially, each participating agency contributes \$2,000 to the JCERT operations fund annually. This contribution is used to provide training, purchase equipment and supplement the unit's overall operations. It is cheap insurance to be able to call upon this unit of officers to assist in a time of need.

Staff Recommendation: I recommend that the Council approve the 28E agreement as presented with the Joint County Emergency Response Team.

City of Monticello, Iowa

RESOLUTION

Approving 28E Agreement related to Joint County Emergency Response Team

WHEREAS, City of Monticello Police Department in a Jones County Emergency Response Team (JCERT), same representing a joint effort of the Jones County Sheriff's Dpt., Anamosa P.D., Monticello P.D., and Cascade P.D., to pursue joint training and planning, and

WHEREAS, The stated purpose of the JCERT is to facilitate the joint response of the various departments to events including, but not necessarily limited to the following: natural disaster, missing children, warrant services, crowd control, and hostage situations, and

WHEREAS, In 2022, the Delaware County Sheriff's Office was authorized to join the law enforcement cooperative and the official name was changed from the Jones County Emergency Response Team to the Joint County Emergency Response Team. Recently, the Manchester Police Department (a Delaware County municipality) has requested to join the law enforcement cooperative as well, and

WHEREAS, each participating agency contributes \$2,000 to the JCERT operations fund annually. This contribution is used to provide training, purchase equipment and supplement the unit's overall operations, and

WHEREAS, The 28E Agreement has been updated to include the Delaware County Sheriff's Office and Manchester Police Department, along with the founding four agencies; Jones County Sheriff's Office, Anamosa Police Department, Cascade Police Department and the Monticello Police Department, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the 28E Agreement related to the Joint County Emergency Response Team, and further authorizes the Monticello Police Department's involvement therein, consistent with the proposed investment and funding plan.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 21st day of July, 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

THE JOINT COUNTY EMERGENCY RESPONSE TEAM AGREEMENT

This agreement is made pursuant to Chapter 28E, Code of Iowa. It shall be known as the Joint County Emergency Response Team Agreement and shall include law enforcement for the following under sanction by resolution of their respective city council or county board, with those being: Jones County, Delaware County, Anamosa, Monticello, Cascade and Manchester, Iowa. The purpose of said Agreement is to establish a working mechanism among law enforcement who may call upon other members for the Joint County Emergency Response Team.

Pursuant to said purpose it is agreed as follows:

1. Purpose

The parties shall, subject to this Agreement, participate in providing a cooperative law enforcement unit to be known as the Joint County Emergency Response Team (JCERT). This unit will be available, when called upon as provided in this Agreement, to provide assistance to the law enforcement agencies of the parties in high risk law enforcement operations including, but not limited to, situations involving school violence, hostages, barricaded subjects, organized or unorganized civil disobedience or mass disturbance, mentally ill subjects, search and arrest warrant executions and any other law enforcement efforts in which there is a significant potential for violence.

2. Nature and Administration

This Agreement shall not create a separate legal entity. The JCERT unit shall be a cooperative administrative agency under the control of the executives from each participating agency, known as the Executive Board. The agency executives shall administer this Agreement and all funds made available for JCERT unit purposes, and shall adopt rules and regulations governing its command structure and the appointment, training, and dismissal of individual JCERT unit members.

3. Financing and Budget

The Executive Board will consist of: The Jones County Sheriff, Delaware County Sheriff, Anamosa Police Chief, Monticello Police Chief, Cascade Police Chief, and Manchester Police Chief. The Executive Board shall establish and administer an operating budget every fiscal year, along with an initial "buy-in" for each agency to be determined by said board. The monies will be placed in an operation account for the JCERT unit. The account shall be maintained by any participating agency as determined by majority vote of the Executive Board. No fees or assessments will be imposed, nor monies spent without the majority consent of the Executive Board.

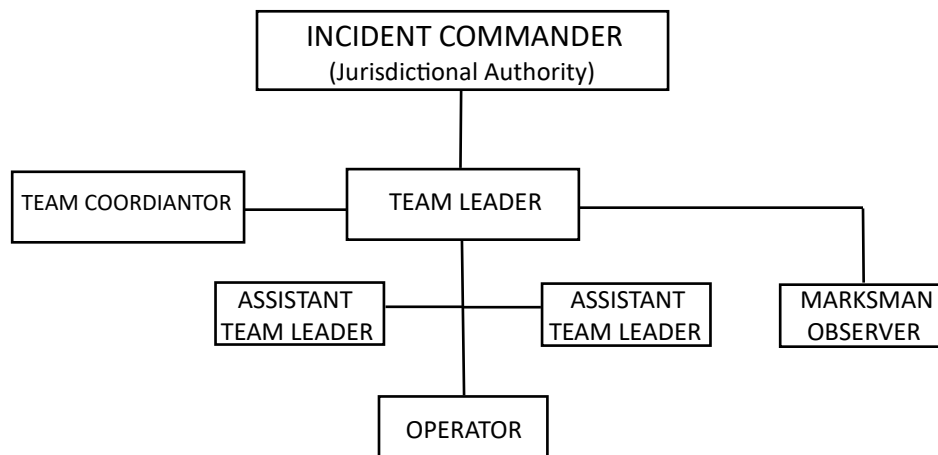
4. Equipment

All equipment provided with the JCERT funds shall be joint property of the participating agencies. All equipment provided for the individual members of the JCERT unit by their respective law enforcement agencies may be utilized for JCERT purposes, but shall remain the property of those individual law enforcement agencies. In the event an agency withdraws participation with the unit, joint property will be bought out by the remaining balance of the Executive Board.

5. JCERT Unit Membership

In order to be eligible for selection as a JCERT unit member and individual must be employed on a full-time basis as an Iowa Law Enforcement Academy certified peace officer by one of the parties to this Agreement, have the approval of the head of their law enforcement agency and satisfy other selection criteria as established by the JCERT unit. Individual members may be removed or suspended at any time by the head of the individual's law enforcement agency upon written request and justification by the team leader.

6. JCERT Team Composition and Structure



7. Assistance Calls

Request for assistance from the JCERT unit shall be made by the highest ranking on-duty officer of the law enforcement agency requesting assistance. If possible, the head law enforcement official for the officer/agency requesting response, will be notified immediately and solidify the request. The decision whether to deploy the JCERT unit in response shall be made by the Incident Commander or the highest-ranking available officer of the JCERT unit. When assistance by the JCERT unit is provided under this

Agreement, overall command responsibility for the law enforcement activity shall be the responsibility of the Incident Commander or the highest-ranking officer of the JCERT unit on the scene, and shall assume command responsibilities. However, tactical decisions involving the use of JCERT unit members must be made by or have approval of the team leader or next highest ranking JCERT unit member at the scene.

8. Law Enforcement Authority

Individual members of the JCERT unit, while providing assistance to any law enforcement agency under the terms of this Agreement, shall have the same powers and authority as members of the assisted law enforcement agency.

9. Withholding Assistance

Each individual JCERT unit member called upon to serve in a law enforcement activity under the terms of this Agreement shall notify their law enforcement agency at the earliest possible time. The senior officer of the law enforcement agency shall have the right to withhold the JCERT unit member from service in a particular operation or to require the return of the JCERT unit member, if in the judgement of such senior officer at that time will deprive the officer's home jurisdiction of essential law enforcement protection.

10. Liability

All wages and disability payments, pension, workers' compensation claims and benefits, damage to equipment and clothing, and medical expenses and any and all other claims of law enforcement personnel and any and all benefits in connection with duties outside the jurisdiction in accordance with the terms of this Agreement shall be the responsibility of the governmental agency regularly employing such law enforcement personnel and said government agencies shall hold the other governmental agencies harmless from any and all claims made by their law enforcement personnel in connection with duties outside the jurisdiction in accordance with the terms of this Agreement.

It is further expressly agreed that all law enforcement personnel rendering aid outside their jurisdiction pursuant to this Agreement shall be performing duties arising out of and in the course of their employment with their governmental agency employing such law enforcement personnel.

11. Effective Date and Duration

This Agreement shall be effective upon its approval and execution by all parties identified above the filing of this agreement with the Iowa Secretary of State and the

Jones County Recorder. The duration of this agreement shall be continuous until terminated as hereafter provided.

12. Termination

The head of any participating law enforcement agency may terminate their participation in this Agreement by providing a written letter of intent to terminate participation in said Agreement. A copy of this letter shall be forwarded to the participating cities and all participating law enforcement agency heads. Upon receipt of such letter of intent to terminate participation in this Agreement by all parties, the terminating agency shall be considered to be withdrawn from the Agreement. This Agreement shall be subject to amendment by a majority vote of the participating law enforcement agency executives. Termination or amendment to this Agreement shall be filed with the Iowa Secretary of State and the Jones and Delaware County Recorder.

COUNTY OF JONES

Chairman, Board of Supervisors

Auditor

Dated

CITY OF ANAMOSA

Mayor

City Clerk

Dated

CITY OF CASCADE

COUNTY OF DELAWARE

Chairman, Board of Supervisors

Auditor

Dated

CITY OF MONTICELLO

Mayor

City Clerk

Dated

CITY OF MANCHESTER

Mayor

City Clerk

Dated

Mayor

City Clerk

Dated

City Council Meeting
Prep. Date: 07/15/2025
Preparer: Russell Farnum



Agenda Item: #5
Agenda Date: 07/21/2025

Communication Page

Agenda Items Description: Approve Final Development Agreement with Roger Stephen

Type of Action Requested: Resolution

Attachments & Enclosures:

**Resolution
Final Development Agreement**

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Summary: The City has been working to construction a regional trunk sewer through Roger Stephens property to serve a 250-acre area for future development.

In June, the Council approved a draft agreement. Since that time, the engineering design and bidding of the project has changed, as has the cost of the project, which are now incorporated fully in this final version of the Development Agreement. Costs are summarized in the table below:

Stephen Trunk Sewer Extension Cost Breakdown			
Engineer's Estimate		\$ 1,017,495.00	
Pirc-Tobin Bid			\$ 1,316,569.50
	Deduct for shallower south sewer		\$ (23,200.00)
	Deduct for 95% compaction	TBD	
	Deduct - eliminate highway crossing *	\$ (209,380.00)	N/A
	Deduct structural backfill where not used		\$ (25,920.00)
	Revised Subtotal of Construction Costs **		\$ 1,267,449.50
Engineering Costs	MMS Invoice Paid 4/21/2025 ***		\$ 61,183.38
Inspection Fees	15% of project costs ***		\$ 197,485.43
Soil Testing	5% of project costs ***		\$ 65,828.48
Contingency	10% of project costs ***		\$ 126,744.95
Grand Total of Project Costs for Stephen Trunk Sewer Extension			\$ 1,718,691.73
Notes			
*	City agreed to "keep in" the highway crossing, easement have been granted		
**	These are the costs of actually building the sewer that the City is reimbursing Stephen		
***	These are costs the City will pay directly, assuring the construction meets City requirements		

Section 2 of the Development Agreement provides that the City will reimburse Stephen for the Construction Costs, which are in the upper part of the above chart (\$ 1,270,000).

Section 2, Paragraph D, states the City will bear the costs of the engineering and inspection fees, which are estimated in the center section of the chart (Engineering costs, inspection fees, soil testing and contingencies). This is part of the difference between the amount being reimbursed to Stephen for actual construction (\$1,270,000) and the amount the City is paying for the project (\$1,720,000) through issuing the bond (the City will have additional bonding costs and expenses).

This “final” version of the Agreement is ready for approval by the Council.

Recommendation: Approval is recommended.

RESOLUTION NO. 2025-

**Approving the Final Development Agreement between City of Monticello
and Roger Stephen Related to the Development of Brad Stephen Addition
and the Extension of Sanitary Sewer and other public infrastructure**

WHEREAS, the City proposes to enter into an agreement (the “Development Agreement”) with Roger Stephen (the “Owner”) with respect to the construction of a sanitary sewer and other public improvements to service the development of a portion of the tract of land located on the east side of South Main Street, in the City of Monticello, County of Jones, State of Iowa, and

WHEREAS, the Development Agreement would provide financial incentives to the Owner in the form of payments as a reimbursement for a portion of the public infrastructure necessary to construct the subdivision, and

WHEREAS, the City Council has previously scheduled and held a public hearing on the proposed Development Agreement, on June 16, 2025, at 6:00 p.m.

WHEREAS, the City Council, on the 16th day of June, 2025, approved a draft of the Development Agreement by Resolution 2025-80, and since that time the Owner and the City have proceeded in good faith and with due diligence; and

WHEREAS, the engineering design and bidding of the project has changed, as has the cost of the project, which are now incorporated fully in this final version of the Development Agreement.

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Monticello, Iowa, on this 21st day of July, 2025, by the approval of this Resolution, that the proposed Development Agreement between the City of Monticello and Roger Stephen, and the incentives offered therein, are hereby approved, and the Mayor and Clerk are hereby authorized to execute the Development Agreement on behalf of the City Council and directed to record said Development Agreement with the Jones County Recorder.

IN TESTIMONY WHEREOF, I have hereunto
subscribed my name and caused the Great Seal of the City
of Monticello, Iowa to be affixed hereto. Done this 21st
day of July, 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

Preparer Info: Doug Herman, Monticello City Attorney, 200 E. 1st St., Monticello, IA 52310 Ph: 319.465.6435

Development Agreement

City of Monticello, Iowa and Roger Stephen

Stephen Addition Trunk Sewer Project – City of Monticello

Approved by City Council

July 21, 2025

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) by and between the City of Monticello, Iowa, hereinafter referred to as the “City” and Roger Stephen, hereinafter referred to as “Owner” is hereby made and entered this ___th day of _____, 2025.

WHEREAS, the City and Owner have determined it appropriate for them to partner in regard to the costs associated with the installation of sanitary sewer infrastructure and other common infrastructure elements on certain lands described herein (“Property”) owned by Roger Stephen, to serve the Property as well as existing and future developments to the north, south, and west of the Property, and

WHEREAS, the City’s desire and agreement to partner with Owner is tied to City’s desire to see more opportunities for commercial sites along South Main Street, serving existing businesses with sewer, provide infrastructure to service new housing areas which are necessary and desirable to provide a variety of housing to eliminate current housing shortages, and support economic prosperity and the growth of the City’s tax base, and

WHEREAS, Chapters 15A, 384 and 403 of the Iowa Code authorize cities to provide infrastructure improvements for economic development and offer grants, loans or other financial incentives in furtherance of the objectives of urban renewal and economic development and to appropriate such funds and make such expenditures as may be necessary to realize those purposes, and to levy taxes and assessments for those purposes; and

WHEREAS, the City Council has determined that this Agreement is in the best interests of the City and its residents and that the performance by the City of its obligations hereunder is a worthy public undertaking; and,

NOW THEREFORE, the City and Owner in consideration of the terms, covenants, and conditions herein set forth, enter into the following Agreement:

1. OBLIGATIONS OF OWNER Owner shall perform the following activities in conjunction with Property.

- A. Easements: Owner will grant such temporary or permanent easements for all infrastructure improvements within the Property necessary to construct the sanitary sewer infrastructure, and after construction and acceptance by the City, Owner shall unconditionally give, grant, convey and dedicate those improvements to the City free and clear of all liens and encumbrances, as a public sewer with no conditions or restrictions upon use or access.
- B. Owner shall be responsible for the arrangement and contracting associated with all engineering costs and expenses related to the preparation of plans and specifications and

bid related documents including documents associated with the awarding the contract, but not including construction supervision and/or management on the project. These costs will all be considered as part of the “Infrastructure Improvement Costs” as defined subsequently herein.

- D. Tax Exempt Entities: Owner agrees not to sell, grant, donate, or turn over control of any property to a tax-exempt entity, without the prior consent of the City during the term of this Agreement.
- E. Indemnification: Owner agrees to indemnify and hold the City safe and harmless from all liability, loss or expense, including reasonable attorney fees that the City may be exposed to as a result of the claims, demands, costs, or judgments arising in connection with the activities contemplated under this Agreement. Owner also agrees to indemnify City for any reasonable attorney fees or expenses incurred in connection with defending itself from any such claim, or in enforcing the terms and conditions of this Agreement.
- F. Owner acknowledges that the City may finance this project in a number of ways, which may or may not include Urban Renewal and/or Tax Increment Financing, Urban Revitalization programs, CDBG or State grants or funding, and/or a Sewer Connection District. Owner agrees not to object, or oppose, any such reasonable efforts by the City to finance said project. City recognizes, regardless of funding source, that the Owner is entitled to a certain number of connections at no charge, pursuant to a prior easement agreement.

2. OBLIGATIONS OF CITY

The City agrees to reimburse the Owner, for construction of a regional sanitary sewer improvement, from Kitty Creek extending westerly to South Main Street, an amount not to exceed \$ 1,270,000 (One Million Two Hundred Seventy Thousand Dollars) unless increased by mutual agreement of the Owner and City, said “Infrastructure Improvement Costs” to include and be specifically limited to:

- A. The actual costs associated with construction of the City-related sanitary sewer and related infrastructure necessary to service the Property and bring sewer westerly to South Main Street, said costs to all be included within the bid specifications and the contract documents signed by the Owner and the successful contractor. Construction costs to include sanitary sewer improvement installation, related backfill, street reconstruction, and/or repair and reconstruction of areas disturbed by the improvements. Construction costs do not include the costs associated with street or sidewalk installation at any point within the Property (other than repair required by the infrastructure improvement), landscaping or green space improvements within the Property. Also excluded will be any costs associated with electric, gas, cable, phone, or other non-City utility improvements.

Said infrastructure is shown on construction plans prepared by MMS Consultants, originally prepared on November 1, 2024, and updated February 4, 2025 and February 26, 2025, and subsequent change orders moving forward, subject to review by the City.

- B. City to reimburse Owner for the aforementioned public improvement as follows:
- 1). **Monthly Payments:** Owner shall submit, subject to the approval of the City Engineer, a report of work completed with a request for a progress payment for the construction of the public improvements; not more than once every 30 days. The City Engineer shall confirm the amounts, quantities, and quality of the work completed for payout. The City shall then pay the Owner seventy percent (70%) of the public improvements completed, as verified by the City Engineer.
 - 2). **Retainage:** The remaining balance owed on the public improvements, between the total of monthly payments and the full amount of the grant, shall be paid by the City to the Owner upon completion of the public improvements, and acceptance by the City.
- C. Acceptance of Property improvements shall be determined solely by the City Council. The Council may not require changes in the accepted plans and specifications for the improvements as a condition to its acceptance of the improvements, except for those changes required to address field conditions or other unanticipated issues.
- D. City agrees that it will bear the costs of regular and typical inspections of the construction by the City Engineer, and the Owner's Engineer, or appropriate designee. Said costs shall be borne by the City and are not part of the Infrastructure Improvement Costs, but may be included as part of the bonding anticipated for participation in this project. In no case shall the cost of City inspections be used to reduce the amount owed the Owner.
- E. It is anticipated that the City will issue bonds or notes (the "Bonds") to pay a share of the costs of the grant to the Owner. The City is responsible to pay the City's costs to secure the bonds or notes. The parties hereby acknowledge that the City may use future incremental property tax revenues, as provided for in Section 403.19 of the Code of Iowa, to be derived from the Property to pay principal of and interest on the bonds or notes, and the parties hereby collectively agree to use their best efforts to maximize the amount of such incremental property tax revenues as may from time to time become available with respect to the Property.

3. ADDITIONAL PROVISIONS

- A. Third Parties and Owner's successors shall have no recourse against the City under this Agreement.
- B. Any additional financial assistance provided by the City to Owner, other than provided in this Agreement, shall require additional action of the City Council and shall require the City and Owner to enter into a negotiated agreement wholly separate from this Agreement. There is no guarantee or assurance of additional City financial assistance.
- C. Breach of the terms of this Agreement by Owner shall be grounds for termination of this Agreement, denial of building permits, occupancy permits or other permits, or any other

legal or equitable remedies available to the City. Notwithstanding any other language to the contrary, in the event of breach of this Agreement by Owner, City shall give notice of such breach to Owner. Owner shall have 60 days from receipt of such notice to cure the breach before the City may terminate this Agreement.

- D. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, then that shall not affect the validity of the remaining portions of this Agreement.
- E. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers must be in writing, signed by both parties and approved by resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not operate as a waiver or a release.
- F. Owner's obligations under this Agreement shall continue in full force and effect unless Owner is released in writing by the City even if Owner sells a portion or all of the Property. All subsequent purchasers of property within the Property shall be bound by the terms of this Agreement.
- G. No member of the City Council or other official of the City shall participate in any decision relating to the Agreement which affects his or her personal interests or the interests of Owner or the interests of any entity in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by Owner or its successors of any obligations under the terms of this Agreement.
- H. Except as otherwise expressly provided for in this Agreement, notices, demands or other communications under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to:

In the case of Owner, to:

Roger Stephen
355 Bradley Drive
Monticello, IA 52310

In the case of the City, to:

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

with a copy to:

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

- I. This Agreement will be governed and construed in accordance with the laws of the State of Iowa.

- J. This Agreement shall govern the dealings between the City and the Owner with respect to the Property.
- K. This Agreement and all promises and covenants herein expressed shall be deemed a covenant running with the land and shall be binding on Owner and its successors and assigns in interest.
- L. Notwithstanding any language above to the contrary, the prevailing party in any litigation arising out of or related to this Agreement shall be entitled to reimbursement for its reasonable attorney fees and court costs.

IN WITNESS WHEREOF, The City has caused this Agreement to be duly executed in its name and on its behalf and its seal to be hereto duly affixed, and Owner has caused this Agreement to be duly executed in its name and on its behalf, on the date first above written.

For the CITY OF MONTICELLO, IOWA

By _____
Wayne Peach, Mayor

ATTEST:

By: _____
Sally Hinrichsen, City Clerk

STATE OF IOWA)
) §
COUNTY OF JONES)

On this ____ day of _____, 2025, before me, a Notary Public in and for said County, personally appeared Wayne Peach and Sally Hinrichsen, personally known to me, who being duly sworn, confirm that respectively, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Jones County, Iowa

For OWNER:

By: _____
Roger Stephen

STATE OF IOWA)
) §
COUNTY OF JONES)

On this ____ day of _____, 2025, before me, a Notary Public in and for said County, personally appeared Roger Stephen, personally known to me, who being duly sworn, has executed his signature, above.

Notary Public in and for Jones County, Iowa

City Council Meeting
Prep. Date: 07/15/2025
Preparer: Russell Farnum



Agenda Item: #6
Agenda Date: 07/21/2025

Communication Page

Agenda Items Description: Accept Permanent Easement from Roger Stephen

Type of Action Requested: Resolution

Attachments & Enclosures:

Resolution
Permanent sewer easement

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Summary: The City has been working to construction a regional trunk sewer through Roger Stephens property to serve a 250-acre area for future development.

A permanent sewer easement is necessary from Roger Stephen that allows the manhole and the piping to exist on private property. This also gives the City access to the piping and manholes for maintenance and/or expansion of the system.

The easement has been approved by the property owner and a signed copy is included with the Resolution approving and accepting the easement.

Recommendation: Approval is recommended.

City of Monticello, Iowa

RESOLUTION #2025-

To approve Permanent Sanitary Sewer Easement with Roger Stephen, and direct recordation of same

WHEREAS, The City of Monticello is desirous of extending a trunk sanitary sewer main which will be located on property owned by Roger Stephen, and

WHEREAS, Roger Stephen has agreed to the terms of, and has granted the Permanent Sanitary Sewer Easement, on property legally described in the attached Easement; and

WHEREAS, The Council finds that the Permanent Sanitary Sewer Easement shall be approved, accepted, and recorded.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the proposed Permanent Sanitary Sewer Easement, and directs the Mayor and City Clerk to execute appropriate documentation to that regard, and further directs that the Permanent Sanitary Sewer Easement be recorded with the Jones County Recorder.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 21st day of July, 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

Prepared by and Return To:
City of Monticello, Iowa
200 E. 1st Street
Monticello, Iowa 52310

Grant of Permanent Sanitary Sewer Easement

Upon this ____ day of _____, 2025, Roger Stephen, Grantor, who represents that he is the sole owner of real estate described below, and the City of Monticello, Iowa, a municipal corporation, within Jones County, Iowa, party of the second part, Grantee;

WITNESSETH:

The party of the first part, Grantor, in consideration of the sum of two dollars (\$2.00), receipt of which is hereby acknowledged, do hereby grant, bargain and convey to the party of the second part, Grantee, its successors and assigns, the perpetual right to enter and construct, erect, examine, repair and maintain a sanitary sewer system and appurtenances thereto, under and across the real estate described as:

COMMENCING at the Northwest Corner of Section 34, Township 86 North, Range 3 West, of the Fifth Principal Meridian, Jones County, Iowa; Thence S02°01'05"E, along the West Line of the Northwest Quarter of said Section 34, a distance of 823.44 feet; Thence N87°58'55"E, 355.65 feet, to a Point on the East Right-of-Way Line of South Main Street, and the POINT OF BEGINNING; Thence N85°10'40"E, 444.89 feet; Thence N04°48'48"W, 25.00 feet; Thence N85°11'12"E, 40.00 feet; Thence S04°48'48"E, 579.29 feet; Thence N88°41'33"E, 370.78 feet; Thence N04°49'20"W, 18.77 feet; Thence N85°10'40"E, 40.00 feet; Thence S04°49'20"E, 20.95 feet; Thence N87°50'55"E, 222.48 feet; Thence N80°54'11"E, 226.47 feet; Thence N44°45'16"E, 311.54 feet; Thence N47°38'47"E, 285.30 feet; Thence N06°58'44"E, 22.59 feet; Thence S83°01'16"E, 40.00 feet; Thence S06°58'44"W, 16.03 feet; Thence S62°53'27"E, 177.70

feet, to a Point on the Westerly Line of an Existing Sanitary Sewer Easement; Thence S13°25'49"W, along said Westerly Line, 23.08 feet; Thence S02°10'11"E, along said Westerly Line, 20.15 feet; Thence N62°53'27"W, 193.11 feet; Thence S47°38'47"W, 277.84 feet; Thence S44°45'16"W, 323.58 feet; Thence S80°54'11"W, 223.27 feet; Thence S01°22'37"E, 151.64 feet; Thence S21°14'16"W, 202.74 feet; Thence S80°29'17"W, 173.26 feet; Thence S88°37'23"W, 385.18 feet; Thence S04°45'44"E, 338.99 feet; Thence N88°32'57"E, 20.84 feet; Thence S01°27'03"E, 30.00 feet; Thence S76°17'24"W, 19.31 feet; Thence S85°14'16"W, 30.00 feet; Thence N04°45'44"W, 409.98 feet; Thence N88°37'23"E, 414.82 feet; Thence N80°29'17"E, 150.87 feet; Thence N21°14'16"E, 162.83 feet; Thence N01°22'37"W, 153.84 feet; Thence S87°50'55"W, 222.74 feet; Thence S88°41'33"W, 449.73 feet; Thence N01°18'27"W, 40.00 feet; Thence N88°41'33"E, 17.55 feet; Thence N04°48'48"W, 521.83 feet; Thence S85°10'40"W, 444.88 feet, to a Point on the Easterly Right-of-Way Line of South Main Street; Thence N04°49'20"W, along said Easterly Right-of-Way Line, 30.00 feet, to the POINT OF BEGINNING. Said Permanent Sanitary Sewer Easement contains 3.48 Acres, and is subject to easements and restrictions of record.

And as shown on the Easement Exhibit that is attached.

The Grantee shall have the right of ingress and egress to and from said land to survey, erect, construct, maintain, inspect, rebuild and repair its sanitary sewer together with the right to replace, renew and relocate upon, under and across its right-of-way, all sanitary sewer components and appurtenances thereto, and the right to remove any and all of said installations or appurtenances.

The Grantee shall also assume liability for damage and personal injuries associated with construction, use, repair or maintenance of the Easement, and shall hold the Grantor harmless therefrom and shall indemnify the Grantor therefore in the event of any loss.

Grantor agrees not to build, construct or place on the above-described property any structures which will interfere with or endanger the construction, operation or maintenance of said sanitary sewer, and Grantee may clear any obstructions from the above-described property, but only after reasonable notice to Grantor and an opportunity for Grantor to willingly comply. In exercising its rights of ingress and egress, the Grantee shall, whenever practicable, use existing driveways, and shall repair any damage caused by its use thereof.

The Grantor, their heirs or assigns, may cultivate, use and enjoy the land over said sanitary sewer, provided such use shall not interfere with or endanger the construction, operation or maintenance of said sanitary sewer, and Grantors shall have the right of connection (upon annexation) to said sewer at the same charges and rates comparable to similarly situated properties or land connected to said sewer. No buildings or permanent structures shall be placed upon or within the easement.

This easement conveyance shall run with the land and shall be binding upon and inure to the benefit of the Grantor, their heirs, successors or assigns.

The Grantee shall have and hold this easement together with all appurtenances and immunities thereto belonging or appealing forever.

Herein dated this ____ day of _____, 2025.

Grantor:

Roger Stephen

STATE OF IOWA)
)§
COUNTY OF JONES)

On this ____ day of _____, 2025, before me, the undersigned,
Notary Public in and for said county and state, personally appeared Roger Stephen, known to me
to be the identical person named herein, who swore and affirmed that he executed the above and
foregoing at their sole discretion, as an expression of their voluntary act and deed.

Notary Public, State of Iowa

LOCATION:	SURVEY REQUESTED BY:
A PORTION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 86 NORTH, RANGE 3 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, JONES COUNTY, IOWA.	ROGER W STEPHEN 1011 S MAIN STREET MONTICELLO, IOWA 52310
LAND SURVEYOR:	PROPRIETOR OR OWNER:
RICHARD R. NOWOTNY P.L.S. MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282	ROGER W STEPHEN 1011 S MAIN STREET MONTICELLO, IOWA 52310
DOCUMENT RETURN INFORMATION:	DATE OF SURVEY:
LAND SURVEYOR	11-14-2024

FOR COUNTY RECORDER'S USE

EASEMENT EXHIBIT

PERMANENT SANITARY SEWER EASEMENT

JONES COUNTY, IOWA

(SHEET 1 OF 2)

NOTE:

ALL BEARINGS ARE BASED ON IOWA STATE PLANE COORDINATES (NORTH ZONE), LIBRARY CALIBRATION USING THE IOWA REAL TIME NETWORK (RTN), THE DISTANCES SHOWN ON THE PLAT ARE GROUND DISTANCES AND NOT GRID DISTANCES.



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282
www.mmsconsultants.net

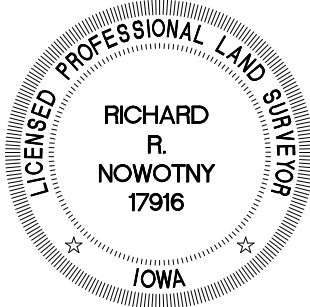
DESCRIPTION - PERMANENT SANITARY SEWER EASEMENT

COMMENCING at the Northwest Corner of Section 34, Township 86 North, Range 3 West, of the Fifth Principal Meridian, Jones County, Iowa; Thence S02°01'05"E, along the West Line of the Northwest Quarter of said Section 34, a distance of 823.44 feet; Thence N87°58'55"E, 355.65 feet, to a Point on the East Right-of-Way Line of South Main Street, and the POINT OF BEGINNING; Thence N85°10'40"E, 444.89 feet; Thence N04°48'48"W, 25.00 feet; Thence N85°11'12"E, 40.00 feet; Thence S04°48'48"E, 579.29 feet; Thence N88°41'33"E, 370.78 feet; Thence N04°49'20"W, 18.77 feet; Thence N85°10'40"E, 40.00 feet; Thence S04°49'20"E, 20.95 feet; Thence N87°50'55"E, 222.48 feet; Thence N80°54'11"E, 226.47 feet; Thence N44°45'16"E, 311.54 feet; Thence N47°38'47"E, 285.30 feet; Thence N06°58'44"E, 22.59 feet; Thence S83°01'16"E, 40.00 feet; Thence S06°58'44"W, 16.03 feet; Thence S62°53'27"E, 177.70 feet, to a Point on the Westerly Line of an Existing Sanitary Sewer Easement; Thence S13°25'49"W, along said Westerly Line, 23.08 feet; Thence S02°10'11"E, along said Westerly Line, 20.15 feet; Thence N62°53'27"W, 193.11 feet; Thence S47°38'47"W, 277.84 feet; Thence S44°45'16"W, 323.58 feet; Thence S80°54'11"W, 223.27 feet; Thence S01°22'37"E, 151.64 feet; Thence S21°14'16"W, 202.74 feet; Thence S80°29'17"W, 173.26 feet; Thence S88°37'23"W, 385.18 feet; Thence S04°45'44"E, 338.99 feet; Thence N88°32'57"E, 20.84 feet; Thence S01°27'03"E, 30.00 feet; Thence S76°17'24"W, 19.31 feet; Thence S85°14'16"W, 30.00 feet; Thence N04°45'44"W, 409.98 feet; Thence N88°37'23"E, 414.82 feet; Thence N80°29'17"E, 150.87 feet; Thence N21°14'16"E, 162.83 feet; Thence N01°22'37"W, 153.84 feet; Thence S87°50'55"W, 222.74 feet; Thence S88°41'33"W, 449.73 feet; Thence N01°18'27"W, 40.00 feet; Thence N88°41'33"E, 17.55 feet; Thence N04°48'48"W, 521.83 feet; Thence S85°10'40"W, 444.88 feet, to a Point on the Easterly Right-of-Way Line of South Main Street; Thence N04°49'20"W, along said Easterly Right-of-Way Line, 30.00 feet, to the POINT OF BEGINNING. Said Permanent Sanitary Sewer Easement contains 3.48 Acres, and is subject to easements and restrictions of record.

LEGEND AND NOTES

- CONGRESSIONAL CORNER, FOUND
- CONGRESSIONAL CORNER, REESTABLISHED
- CONGRESSIONAL CORNER, RECORDED LOCATION
- PROPERTY CORNER(S), FOUND (as noted)
- PROPERTY CORNERS SET (5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS")
- CUT "X"
- PROPERTY &/or BOUNDARY LINES
- CONGRESSIONAL SECTION LINES
- RIGHT-OF-WAY LINES
- CENTER LINES
- LOT LINES, INTERNAL
- LOT LINES, PLATTED OR BY DEED
- EASEMENT LINES, WIDTH & PURPOSE NOTED
- EXISTING EASEMENT LINES, PURPOSE NOTED
- RECORDED DIMENSIONS
- MEASURED DIMENSIONS
- CURVE SEGMENT NUMBER

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS



SEAL

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

RICHARD R. NOWOTNY
P.L.S. Iowa Lic. No. 17916

My license renewal date is December 31, 20 ____.

Pages or sheets covered by this seal:

EASEMENT EXHIBIT

PERMANENT SANITARY SEWER

JONES COUNTY
IOWA

MMS CONSULTANTS, INC.

Date:	02-25-2025
Designed by:	Field Book No:
RLA	1404
Drawn by:	Scale:
RLW	1"=200'
Checked by:	Sheet No:
RRN	1
Project No:	of:
7502-005	2

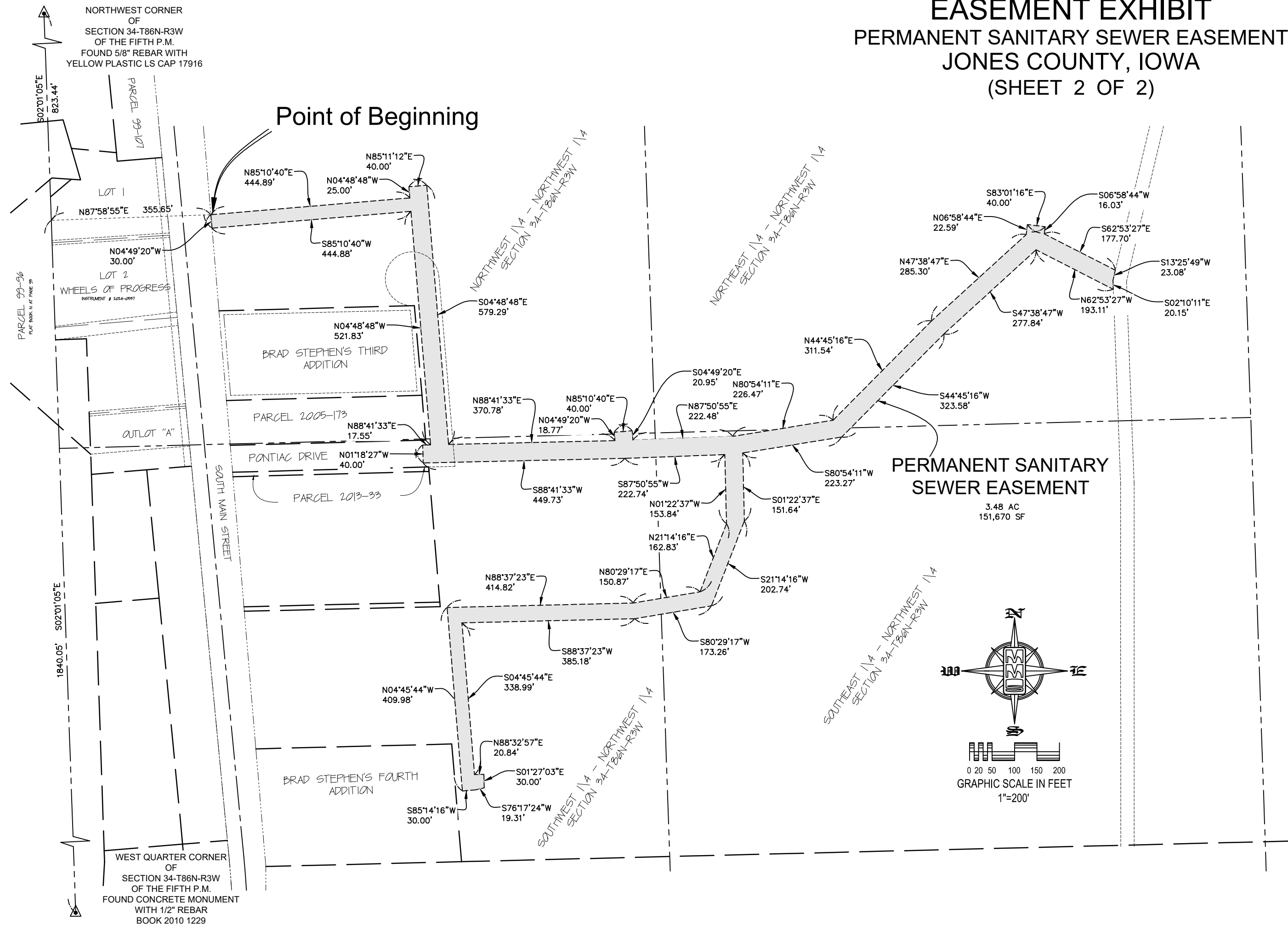
www.mmsconsultants.net

EASEMENT EXHIBIT

PERMANENT
SANITARY SEWER

MMS CONSULTANTS, INC.

Project No:	7502-005	of:	2
-------------	----------	-----	---



City Council Meeting
Prep. Date: 07/15/2025
Preparer: Russell Farnum



Agenda Item: #7 & 8
Agenda Date: 07/21/2025

Communication Page

Agenda Items Description: Accept Temporary and Permanent Easements from Wheels of Progress LLC

Type of Action Requested: Resolutions (2)

Attachments & Enclosures:

Resolutions (2)
Temporary (construction) easement
Permanent utility easement

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Summary: The City has been working to construction a regional trunk sewer through Roger Stephens property to serve a 250-acre area for future development.

Two easements are necessary from the property owner on the west side of South Main Street, in order to complete the road crossing. The first is a larger construction easement, needed to dig the bore pit and for placement of the manhole. This temporary easement will expire once the project is completed and accepted by the City.

The second easement is a permanent utility easement that allows the manhole and the piping to exist on private property.

Both have been approved by the property owner and signed copies are included with the Resolutions approving and accepting the easements.

Recommendation: Approval is recommended.

City of Monticello, Iowa

RESOLUTION #2025-

To approve Temporary Construction Easement with Wheels of Progress LLC and direct recordation of same

WHEREAS, The City of Monticello is desirous of extending a sanitary sewer main to serve the west side of South Main Street, which will be located on property owned by Wheels of Progress LLC, and

WHEREAS, Wheels of Progress LLC has agreed to the terms of the Temporary Construction Easement, attached hereto:

WHEREAS, The Council finds that the Temporary Construction Easement should be approved, accepted, and recorded.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the proposed Temporary Construction Easement, and directs the Mayor and City Clerk to execute appropriate documentation to that regard, and further directs that the Temporary Construction Easement be recorded with the Jones County Recorder.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 21st day of July, 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

Prepared by and Return To:
City of Monticello, Iowa
200 E. 1st Street
Monticello, Iowa 52310

Grant of Temporary Construction Easement

Upon this 10th day of July, 2025, by and between Wheels of Progress LLC, parties of the first part, Grantors, who represent that they are the sole owners of real estate described below, and the City of Monticello, Iowa, a municipal corporation, within Jones County, Iowa, party of the second part, Grantee;

WITNESSETH:

The parties of the first part, Grantors, in consideration of the sum of two dollars (\$2.00), receipt of which is hereby acknowledged, do hereby grant, bargain and convey to the party of the second part, Grantee, its successors and assigns, a temporary right to enter and construct a sanitary sewer system and appurtenances thereto, under and across the real estate described and made a part hereof by the legal description shown on the Easement Exhibit that is attached.

The Grantee shall have the right of ingress and egress to and from said land to survey, erect, construct, maintain, inspect, rebuild and repair its sanitary sewer together with the right to replace, renew and relocate upon, under and across its right-of-way, all sanitary sewer components and appurtenances thereto, and the right to remove any and all of said installations or appurtenances. Grantors agree not to build, construct or place on the above-described property any structures which will interfere with or endanger the construction, operation or maintenance of said sanitary sewer, and Grantee may clear any obstructions from the above-described property. In exercising its rights of ingress and egress, the Grantee shall, whenever practicable, use existing driveways, and shall repair any damage caused by its use thereof.

The Grantee shall also assume liability for damage and personal injuries associated with construction, use, repair or maintenance of the Easement, and shall hold the Grantor harmless there from and shall indemnify the Grantor therefore in the event of any loss.

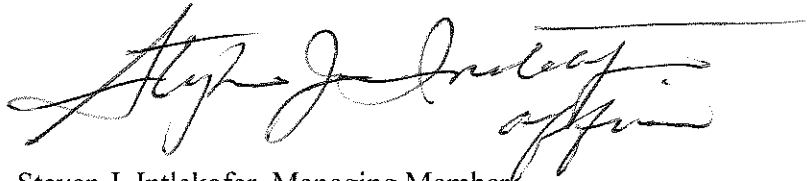
The Grantors, their heirs or assigns, may cultivate, use and enjoy the land over said sanitary sewer, provided such use shall not, in the judgment of the Grantee, interfere with or endanger the construction of said sanitary sewer. No buildings or permanent structures shall be placed upon or within the easement.

This easement conveyance shall be binding upon the Grantors, their heirs, successors or assigns during the term of the easement. This easement shall expire, without further action by either party, at the earlier of:

1. The completion and acceptance of the sanitary sewer by the City of Monticello, or
2. December 31, 2025, unless extended in writing by mutual agreement of the Parties.

Herein dated this 10th day of July, 2025.

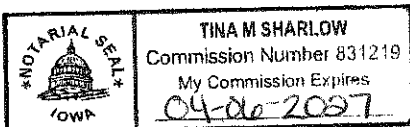
For the Grantors:



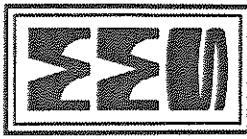
Steven J. Intlekofer, Managing Member
Wheels of Progress LLC

STATE OF IOWA)
)§
COUNTY OF JONES)

On this 10th day of July, 2025, before me, the undersigned, Notary Public in and for said county and state, personally appeared Steven J. Intlekofer, known to me to be the identical persons named herein, who swore and affirmed that he executed the above and foregoing at his sole discretion, as an expression of their voluntary act and deed.




Notary Public, State of Iowa



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS
1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282
www.mmsconsultants.net

Date: 03-05-2025
Revision: PER RRN REVIEW - RLW

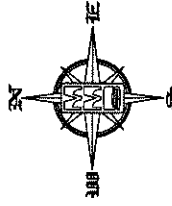
EASEMENT EXHIBIT TEMPORARY CONSTRUCTION

JONES COUNTY
IOWA

MMS CONSULTANTS, INC.

Date: 02-26-2025
Designed by: RLW
Field Book No: 1404
Drawn by: RLW
Scale: 1"=100'
Checked by: RRN
Sheet No: 1
Project No: 7502-005
at: 1

EASEMENT EXHIBIT TEMPORARY CONSTRUCTION EASEMENT JONES COUNTY, IOWA



NOTE:
ALL BEARINGS ARE BASED ON IOWA STATE PLANE COORDINATES (NORTH ZONE), LIBRARY CALIBRATION USING THE IOWA REAL TIME NETWORK (RTN). THE DISTANCES SHOWN ON THE PLAN ARE GROUND DISTANCES AND NOT GRID DISTANCES.

LEGEND AND NOTES	
—	CONGRESSIONAL CORNER, FOUND
—	CONGRESSIONAL CORNER, REESTABLISHED
—	PROPERTY CORNER(S), FOUND (as noted)
—	PROPERTY CORNER(S) SET (5/25 from 1917 yellow plastic LS Cap, compared with "MMS")
—	CUT "X"
—	PROPERTY &/or BOUNDARY LINES
—	CONGRESSIONAL SECTION LINES
—	RIGHT-OF-WAY LINES
—	CENTER LINES
—	LOT LINES, INTERNAL
—	LOT LINES, EXTERNAL OR BY DEED
—	EASEMENT LINES, WIDTH & PURPOSE NOTED
—	EXISTING EASEMENT LINES, PURPOSE NOTED
—	RECORDED DIMENSIONS
—	MEASURED DIMENSIONS
—	CURVE SEGMENT NUMBER
—	UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDRETHS

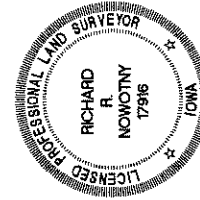
DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT

COMMENCING at the Northwest Corner of Section 34, Township 86 North, Range 3 West, of the Fifth Principal Meridian, Jones County, Iowa; Thence S02°01'05"E, along the West Line of the Northwest Quarter of said Section 34, a distance of 820.69 feet; Thence N87°58'55"E, 237.08 feet, to the POINT OF BEGINNING; Thence N84°31'43"E, 22.00 feet, to a Point on the Westerly Right-of-Way Line of South Main Street; Thence S05°28'17"E, along said Westerly Right-of-Way Line, 10.00 feet; Thence S84°31'45"W, 17.00 feet; Thence S05°28'17"E, 30.00 feet; Thence N84°31'43"E, 17.00 feet, to a Point on said Westerly Right-of-Way Line; Thence S05°28'17"E, along said Westerly Right-of-Way Line, 10.00 feet; Thence S84°31'43"W, 22.00 feet; Thence N05°28'17"W, 50.00 feet, to the POINT OF BEGINNING. Said Temporary Construction Easement contains 590 square feet, and is subject to easements and restrictions of record.

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

RICHARD R. NOWOTNY
P.L.S. Iowa Lic. No. 17916
My license renewal date is December 31, 2020.

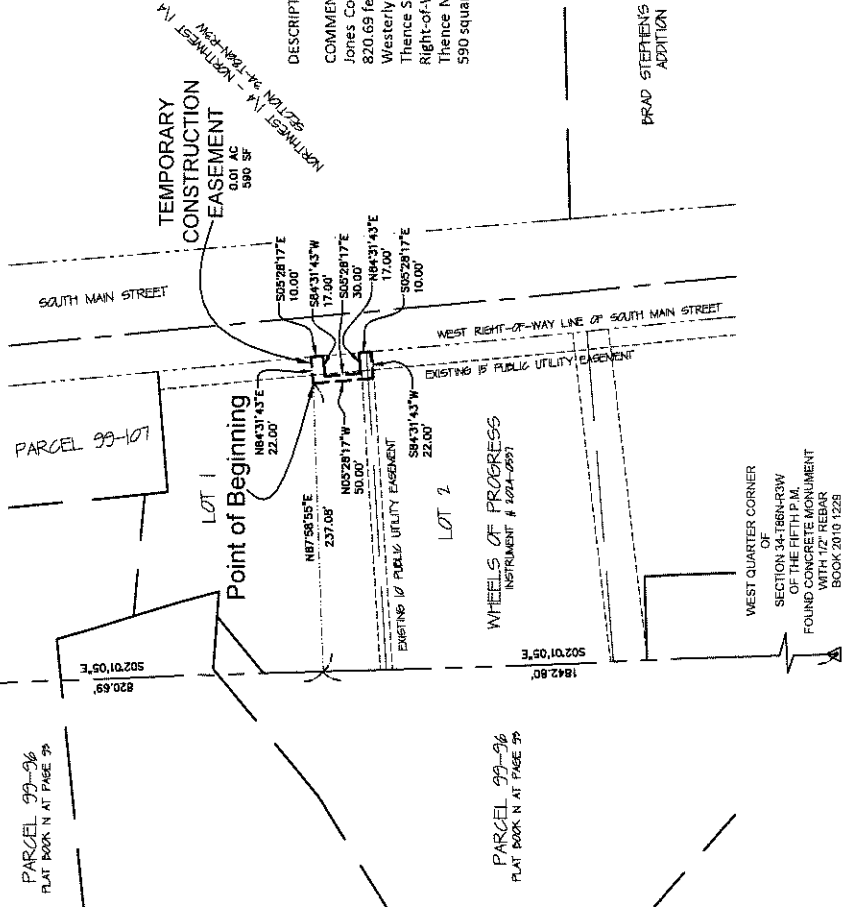
Pages or sheets covered by this seal:



SEAL

SURVEY REQUESTED BY:	
ROGER W. STEPHEN 1011 S. MAIN STREET MONTICELLO, IOWA 52310	
PROPRIETOR OR OWNER:	
WHEELS OF PROGRESS LLC 121 EAST GRAND STREET MONTICELLO, IOWA 52310	
DATE OF SURVEY:	
11-14-2024	
LAND SURVEYOR:	
RICHARD R. NOWOTNY P.L.S. MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA 52240 PHONE: 319-351-8282	
DOCUMENT RETURN INFORMATION:	
LAND SURVEYOR	

FOR COUNTY RECORDER'S USE
NORTHWEST CORNER
OF
SECTION 34-T86N-R3W
FOUND 06/05/2018 WITH
YELLOW PLASTIC LS CAP 17916



BRAD STEPHEN'S THIRD
ADDITION

PARCEL 99-96
PLAT BOOK N AT PAGE 59

PARCEL 99-96
PLAT BOOK N AT PAGE 59

City of Monticello, Iowa

RESOLUTION #2025-

To approve Permanent Sanitary Sewer Easement with Wheels of Progress LLC and direct recordation of same

WHEREAS, The City of Monticello is desirous of extending a sanitary sewer main to serve the west side of South Main Street, which will be located on property owned by Wheels of Progress LLC, and

WHEREAS, Wheels of Progress LLC has agreed to the terms of, and has granted the Permanent Sanitary Sewer Easement, on property legally described as:

COMMENCING at the Northwest Corner of Section 34, Township 86 North, Range 3 West, of the Fifth Principal Meridian, Jones County, Iowa; Thence S02°01'05"E, along the Wet Line of the Northwest Quarter of said Section 34, a distance of 830.37 feet; Thence N87°58'55"E, 242.67 feet, to the POINT OF BEGINNING; Thence N84°31'43"E, 17.00 feet, to a Point on the Westerly Right-of-Way Line of South Main Street; Thence S05°28'17"E, along said Westerly Right-of-Way Line, 30.00 feet; Thence S84°31'43"W, 17.00 feet; Thence N05°28'17"W, 30.00 feet, to the POINT OF BEGINNING. Said Permanent Sanitary Sewer Easement contains 510 square feet, and is subject to easements and restrictions of record; and

WHEREAS, The Council finds that the Permanent Sanitary Sewer Easement shall be approved, accepted, and recorded.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the proposed Permanent Sanitary Sewer Easement, and directs the Mayor and City Clerk to execute appropriate documentation to that regard, and further directs that the Permanent Sanitary Sewer Easement be recorded with the Jones County Recorder.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 21st day of July, 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

Prepared by and Return To:
City of Monticello, Iowa
200 E. 1st Street
Monticello, Iowa 52310

Grant of Permanent Sanitary Sewer Easement

Upon this 10th day of July, 2025, Wheels of Progress LLC, Grantors, who represent that they are the sole owners of real estate described below, and the City of Monticello, Iowa, a municipal corporation, within Jones County, Iowa, party of the second part, Grantee;

WITNESSETH:

The parties of the first part, Grantors, in consideration of the sum of two dollars (\$2.00), receipt of which is hereby acknowledged, do hereby grant, bargain and convey to the party of the second part, Grantee, its successors and assigns, the perpetual right to enter and construct, erect, examine, repair and maintain a sanitary sewer system and appurtenances thereto, under and across the real estate described as:

COMMENCING at the Northwest Corner of Section 34, Township 86 North, Range 3 West, of the Fifth Principal Meridian, Jones County, Iowa; Thence S02°01'05"E, along the Wet Line of the Northwest Quarter of said Section 34, a distance of 830.37 feet; Thence N87°58'55"E, 242.67 feet, to the POINT OF BEGINNING; Thence N84°31'43"E, 17.00 feet, to a Point on the Westerly Right-of-Way Line of South Main Street; Thence S05°28'17"E, along said Westerly Right-of-Way Line, 30.00 feet; Thence S84°31'43"W, 17.00 feet; Thence N05°28'17"W, 30.00 feet, to the POINT OF BEGINNING. Said Permanent Sanitary Sewer Easement contains 510 square feet, and is subject to easements and restrictions of record

And as shown on the Easement Exhibit that is attached.

The Grantee shall have the right of ingress and egress to and from said land to survey, erect, construct, maintain, inspect, rebuild and repair its sanitary sewer together with the right to replace, renew and relocate upon, under and across its right-of-way, all sanitary sewer components and appurtenances thereto, and the right to remove any and all of said installations or appurtenances.

The Grantee shall also assume liability for damage and personal injuries associated with construction, use, repair or maintenance of the Easement, and shall hold the Grantor harmless therefrom and shall indemnify the Grantor therefore in the event of any loss.

Grantors agree not to build, construct or place on the above-described property any structures which will interfere with or endanger the construction, operation or maintenance of said sanitary sewer, and Grantee may clear any obstructions from the above-described property, but only after reasonable notice to Grantor and an opportunity for Grantor to willingly comply. In exercising its rights of ingress and egress, the Grantee shall, whenever practicable, use existing driveways, and shall repair any damage caused by its use thereof.

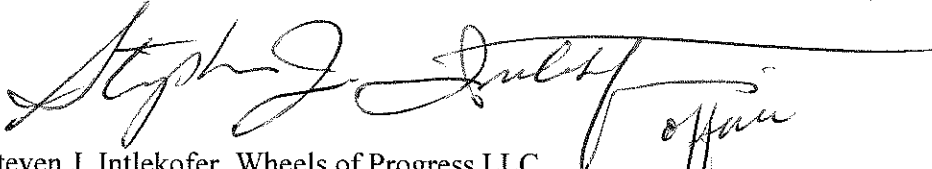
The Grantors, their heirs or assigns, may cultivate, use and enjoy the land over said sanitary sewer, provided such use shall not interfere with or endanger the construction, operation or maintenance of said sanitary sewer, and Grantors shall have the right of connection (upon annexation) to said sewer at the same charges and rates comparable to similarly situated properties or land connected to said sewer. No buildings or permanent structures shall be placed upon or within the easement.

This easement conveyance shall run with the land and shall be binding upon and inure to the benefit of the Grantors, their heirs, successors or assigns.

The Grantee shall have and hold this easement together with all appurtenances and immunities thereto belonging or appealing forever.

Herein dated this 10th day of July, 2025.

For the Grantors:

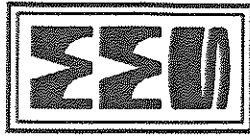

Steven J. Intlekofer, Wheels of Progress LLC
Managing Member

STATE OF IOWA)
)§
COUNTY OF JONES)

On this 10th day of July, 2024, before me, the undersigned,
Notary Public in and for said county and state, personally appeared Steven J. Intlekofer, known
to me to be the identical person named herein, who swore and affirmed that he executed the
above and foregoing at their sole discretion, as an expression of their voluntary act and deed.



Tina M Sharlow
Notary Public, State of Iowa



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS
1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282
www.mmsconsultants.net

Date: 03-05-2025
Revision: PER RBN REVIEW - RLW

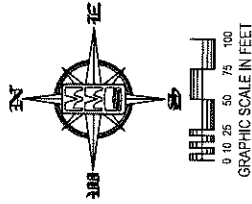
EASEMENT EXHIBIT
PERMANENT
SANITARY SEWER

JONES COUNTY
IOWA

MMS CONSULTANTS, INC.

Date: 02-26-2025
Designed by: RLA
Field Book No: 1404
Scale: 1"=100'
Drawn by: RLW
Checked by: RRN
Project No: 7502-005
Sheet No: 1
of 1

EASEMENT EXHIBIT PERMANENT SANITARY SEWER EASEMENT JONES COUNTY, IOWA



NOTE:
ALL BEARINGS ARE BASED ON IOWA STATE PLANE COORDINATES (NORTH ZONE). LIBRARY CALIBRATION USING THE IOWA REAL TIME NETWORK (RTN). THE DISTANCES SHOWN ON THE PLAT ARE GROUND DISTANCES AND NOT GRID DISTANCES.

LEGEND AND NOTES

- CONGRESSIONAL CORNER, FOUND
- CONGRESSIONAL CORNER, REESTABLISHED
- CONGRESSIONAL CORNER, RECORDED LOCATION
- PROPERTY CORNER(S), FOUND (as noted)
- PROPERTY CORNER(S) SET (5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS")
- CUT "X"
- PROPERTY &/or BOUNDARY LINES
- CONGRESSIONAL SECTION LINES
- SECTION LINES
- CENTER LINES
- LOT LINES, INTERNAL
- LOT LINES, PLATTED OR BY DEED
- EASEMENT LINES, WIDTH & PURPOSE NOTED
- EXISTING EASEMENT LINES, PURPOSE NOTED
- RECORDED DIMENSIONS
- MEASURED DIMENSIONS
- CURVE SEGMENT NUMBER

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS

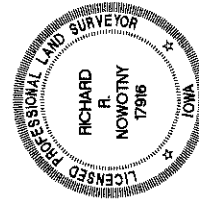
DESCRIPTION - PERMANENT SANITARY SEWER EASEMENT

COMMENCING at the Northwest Corner of Section 34, Township 86 North, Range 3 West, of the Fifth Principal Meridian, Jones County, Iowa; Thence S02°01'05"E, along the West Line of the Northwest Quarter of said Section 34, a distance of 830.37 feet; Thence N87°58'55"E, 242.67 feet, to the POINT OF BEGINNING; Thence N84°31'43"E, 17.00 feet, to a Point on the Westerly Right-of-Way Line of South Main Street; Thence S05°28'17"E, along said Westerly Right-of-Way Line, 30.00 feet; Thence S84°31'43"W, 17.00 feet; Thence N05°28'17"W, 30.00 feet, to the POINT OF BEGINNING. Said Permanent Sanitary Sewer Easement contains 510 square feet, and is subject to easements and restrictions of record.

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

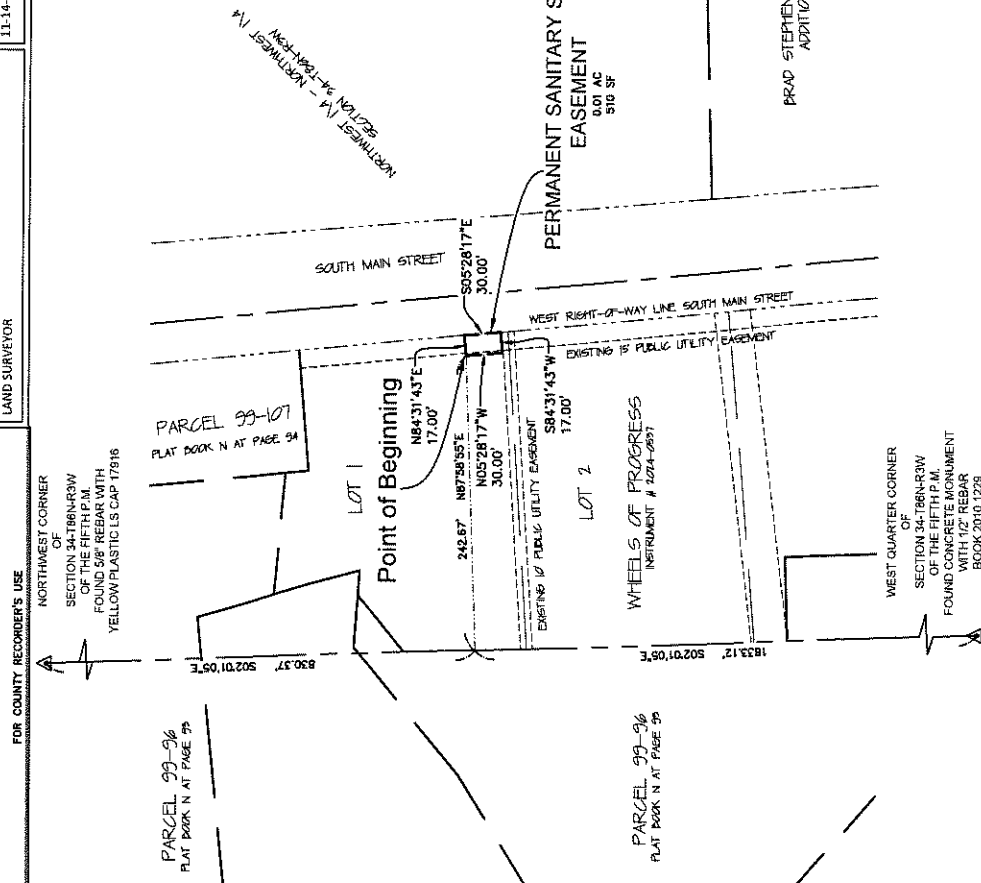
RICHARD R. NOWOTNY
P.L.S. Iowa Lic. No. 17916
My license renewal date is December 31, 20__.

Pages or sheets covered by this asd:



SEAL

LOCATION: A PORTION OF LOT 1 OF WHEELS OF PROGRESS, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 86 NORTH, RANGE 3 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, JONES COUNTY, IOWA.	SURVEY REQUESTED BY: ROGER W. STEPHEN 1015 S. MAIN STREET MONTICELLO, IOWA 52310
LAND SURVEYOR: RICHARD R. NOWOTNY, P.L.S. MMS CONSULTANTS, INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282	PROPRIETOR OR OWNER: WHEELS OF PROGRESS LLC 121 EAST GRAND STREET MONTICELLO, IOWA 52310
DOCUMENT RETURN INFORMATION: LAND SURVEYOR	DATE OF SURVEY: 11-14-2024





July 16th, 2025

Mayor and City Council
City of Monticello
200 East 1st Street
Monticello, IA 52310

RE: NORTHRIDGE ESTATES FIFTH ADDITION
PAY REQUEST #3

Dear Mayor and City Council,

Enclosed for your review and approval is Pay Request #3 for work completed and final payment for the Northridge Estates Fifth Addition development. We have reviewed the final pay estimate and find it to be in agreement with the work completed to date. Pay Request #3 includes the release of retainage.

Further, we have reviewed the final improvements and find the improvements to be acceptable and in general conformance with the contract documents. We, therefore, recommend final acceptance of the project along with approval of Pay Request #3 (release of 30% retainage) in the amount of **\$92,700.00** to Highland Corporation. Payment shall be withheld for a minimum of 30 days and after receipt of all lien waivers, in accordance with State law.

Feel free to contact me to discuss this further if needed. Thank you.

Respectfully,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Colton Ingels', is written over a light blue horizontal line.

Colton Ingels, P.E.
Project Engineer

Enclosure: Pay Request #3

Cc: Jeff Hinrichs, Highland Corporation
Russ Farnum, City of Monticello

APPLICATION FOR PARTIAL PAYMENT NO. 3

PROJECT: NORTHRIDGE ESTATES FIFTH ADDITION

S&A PROJECT NO.:

124.0022.08A

OWNER: CITY OF MONTICELLO
DEVELOPER: HIGHLAND CORPORATION
ADDRESS: PO BOX 160
2650 OLD QUASS RD
ALBURNETT, IA 52202
DATE: July 16, 2025

PAYMENT PERIOD: May 28, 2025
to June 30, 2025

1. CONTRACT SUMMARY:

Original Contract Amount: \$ 309,000.00
Net Change by Change Order: \$ -
Contract Amount to Date: \$ 309,000.00

CONTRACT PERIOD: TOTAL CALENDAR DAYS

Original Contract Date:

Original Contract Completion Date:
Late Start Date

2. WORK SUMMARY:

Total Work Performed to Date: \$ 309,000.00
Retainage: 0% \$0.00
Total Earned Less Retainage: \$309,000.00
Less Previous Applications for Payment: \$ 216,300.00
AMOUNT DUE THIS APPLICATION: \$92,700.00

Added by Change Order: _____

Current Contract Completion Date

3. DEVELOPER'S CERTIFICATION:

The undersigned DEVELOPER certifies that:

- (1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of DEVELOPER incurred in connection with the Work covered by prior Applications for Payment; and
(2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by the application for Payment are free and clear of all liens, claims, security interests, and encumbrances


Highland Corporation
DEVELOPER

By _____ DATE: _____
Jeff Hinrichs

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.
ENGINEER

By  DATE: 7-16-2025
Colton Ingels, P.E.

5. OWNER'S APPROVAL

City of Monticello
OWNER

By _____ DATE: _____
Wayne Peach, Mayor

6. DETAILED ESTIMATE OF WORK COMPLETED:

ITEM NO.	DESCRIPTION	CONTRACT ITEMS				COMPLETED WORK THIS PERIOD			COMPLETED WORK TO DATE		
		PLAN QTY.	UNIT	UNIT COST	COST TOTAL	QTY. TO DATE	CO #	COST TOTAL	QTY. TO DATE	CO #	COST TOTAL
100.	Manhole, Sanitary Sewer, 48-In Complete	6		\$ 7,000.00	\$ 42,000.00	0		\$ -	6		\$ 42,000.00
101.	Sanitary Sewer Gravity Main, Trenched PVC, 8" SDR-26 (Including Testing)	1155		\$ 48.00	\$ 55,440.00	0		\$ -	1155		\$ 55,440.00
103.	Water Main, Trenched, PVC DR-18, 8-In Dia.	500		\$ 36.50	\$ 18,250.00	0		\$ -	500		\$ 18,250.00
104.	Water Main Trenchless C-900 Certa Lock, 8" (Directionally Drilled In Place)	60		\$ 100.00	\$ 6,000.00	0		\$ -	60		\$ 6,000.00
105.	Water Main, Connection To Existing With 8"x8" Tapping Saddle & Valve	1		\$ 6,000.00	\$ 6,000.00	0		\$ -	1		\$ 6,000.00
106.	Water Main Fittings, As Per Plans (Per Each)	3		\$ 600.00	\$ 1,800.00	0		\$ -	3		\$ 1,800.00
107.	Fire Hydrant Assembly - Complete (Purchased and Installed)	2		\$ 8,000.00	\$ 16,000.00	0		\$ -	2		\$ 16,000.00
110.	Storm Sewer Gravity Main, Trenched, HDPE, 12" Dia.	217		\$ 40.00	\$ 8,680.00	0		\$ -	217		\$ 8,680.00
111.	Storm Sewer Gravity Main, Trenched, HDPE, 15" Dia.	70		\$ 65.00	\$ 4,550.00	0		\$ -	70		\$ 4,550.00
112.	Intake, SW-509 Double Open Throat Curb Intake, Small Box (Precast Structure)	2		\$ 6,500.00	\$ 13,000.00	0		\$ -	2		\$ 13,000.00
113.	Pipe Apron, HDPE, 12" Dia.	5		\$ 350.00	\$ 1,750.00	0		\$ -	5		\$ 1,750.00
114.	Pipe Apron, HDPE, 15" Dia.	1		\$ 400.00	\$ 400.00	0		\$ -	1		\$ 400.00
115.	Subdrain, Type 1, Case B, PVC, 6-In (Subdivision) With Fabric	1214		\$ 12.00	\$ 14,568.00	0		\$ -	1214		\$ 14,568.00
116.	Subdrain Outlets to Intakes, CMP 6" Dia.	5		\$ 125.00	\$ 625.00	0		\$ -	5		\$ 625.00
119.	Subgrade Preparation, 12" Depth (Roadway)	2500		\$ 0.50	\$ 1,250.00	0		\$ -	2500		\$ 1,250.00
120.	Subbase, Granular, 6" Depth (Extending 2.5' Beyond BOC)	2500		\$ 8.00	\$ 20,000.00	0		\$ -	2500		\$ 20,000.00
123.	Curb Cutting (Removal Of Curb And Gutter) Per Sheet L.01	66		\$ 15.00	\$ 990.00	0		\$ -	66		\$ 990.00
124.	Full Depth Patches 8" PCC Inc. Removal Ex Base PCC Finish Patch John Drive & Val	85		\$ 120.00	\$ 10,200.00	0		\$ -	85		\$ 10,200.00
125.	7" PCC Pavement	2015		\$ 57.25	\$ 115,358.75	0		\$ -	1498.64		\$ 85,797.14
126.	Concrete Washout, As Needed	1		\$ 500.00	\$ 500.00	0		\$ -	1		\$ 500.00
129.	Trench Compaction Testing, As Per SUDAS Specifications (Allowance)	1		\$ 1,200.00	\$ 1,200.00	0		\$ -	1		\$ 1,200.00
					TOTAL ORIGINAL CONTRACT = \$	309,000.00	TOTAL	\$ -	TOTAL		\$ 309,000.00
CHANGE ORDER SUMMARY:											
					TOTAL CHANGE ORDERS = \$	-	\$ -		\$ -		
					TOTAL CONTRACT						
					& CHANGE ORDERS	\$309,000.00	\$ -		\$ 309,000.00		

City of Monticello, Iowa

RESOLUTION

Finally Acceptance of Northridge Estates Fifth Addition Improvement Project, and Releasing Retainage in the amount of \$92,700.00 to Highland Corporation

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

WHEREAS, the Council entered into an agreement (the “Development Agreement”) with Highland Corporation (the “Developer”) with respect to the construction of a 12-lot single family home subdivision on Lot 2 of Northridge Estates 3rd Addition, a portion of the tract of land having PIN 0216300045 to the City of Monticello, County of Jones, State of Iowa, with Resolution #2024-155 dated October 21, 2024 and

WHEREAS, the Development Agreement would provide financial incentives to the Developer in the form of payments for a portion of the public infrastructure necessary to construct the subdivision, and

WHEREAS, City Engineer has reviewed the final improvements and find the improvements to be acceptable and in general conformance with the contract documents, and

WHEREAS, Highland Corporation requests the Council to accept the project as complete, release the retainage in the amount of \$92,700.00, and

WHEREAS, The Council finds it appropriate to recognize the project as complete and to accept same, to release the retainage in the amount of \$92,700.00.

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby finally accept the Northridge Estates Fifth Addition Improvement Project as complete, approve payment of retainage to Highland Corporation in the amount of \$92,700.00.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 21st day of July 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 07/18/2025
Preparer: Sally Hinrichsen



Agenda Item: # 10
Agenda Date: 7/21/2025

Communication Page

Agenda Items Description: Accepting FAA Grant Agreement, project No. 3-19-0061-014-2025, Monticello Regional Airport for the Airport Runway Pavement Maintenance Project and directing the City's Designated Official to execute said grant agreement

Type of Action Requested: Resolution

Attachments & Enclosures:

Grant Agreement

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: The FAA grant agreement for the Airport Runway Pavement Maintenance is ready for Council approval. The grant agreement from FAA is now complete and ready for approval by Council.

A quick review of the overall funding sources for this project:

FAA Federal funding (grant) is 95% of the total project

City share (match) will be 5% of the total project

Please note the total cost includes the design, engineering and inspection fees, as well as the Runway Pavement Maintenance cost.

The City share is generated by revenues from the airport, including the agricultural leases, hangar leases, City share of fuel sales, and other revenues. No local property tax funding supports the airport or its operations.

Recommendation: This project has been discussed by the Council at several prior meetings. This grant agreement allows the commencement of the maintenance project.

Approval of the grant agreement is recommended.

CITY OF MONTICELLO, IOWA

RESOLUTION #

**Accepting FAA Grant Agreement, project No. 3-19-0061-014-2025,
Monticello Regional Airport for the Airport Runway Maintenance Project
and directing the City's Designated Official to execute said grant agreement**

WHEREAS, The City Council previously authorized the expenditure of AIP funds for the Airport Runway Maintenance Project, and

WHEREAS, the FAA has approved of the City's use of Airport Improvement Program (AIP) funds for purposes of the Airport Runway Maintenance Project, and has forwarded a grant agreement setting out the rights and responsibilities of the parties, and

WHEREAS, the approved Grant totals a maximum amount of \$386,683.00, or 95% of the total project costs. The project is planned to be funded in Fiscal Year, and

WHEREAS, the Council finds that the acceptance of this grant is a pre-requisite to moving forward with the previously approved Airport Runway Maintenance Project and should therefore be approved.

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 21st day of July, 2025, that the FAA Grant Agreement related to Project 3-19-0061-014-2025 is hereby approved in its' entirety and the City's Designated Official is directed to execute said grant agreement on behalf of the City Council.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 21st day of July, 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer



U.S. Department
of Transportation
Federal Aviation
Administration

FY 2025 AIRPORT INFRASTRUCTURE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	-
Airport/Planning Area	<u>Monticello Regional</u>
Airport Infrastructure Grant Number	<u>3-19-0061-014-2025</u>
Unique Entity Identifier	<u>YD2ESKP6X6F3</u>
TO:	<u>City of Monticello, Iowa</u> (herein called the "Sponsor") (The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **April 28, 2025**, for a grant of Federal funds for a project at or associated with the **Monticello Regional Airport** which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Monticello Regional Airport** (herein called the "Project") consisting of the following:

**Runway 15/33 (4,400ft x 75ft), Taxiway A (4,400ft x 35ft), and General Aviation Apron (163,800 SF),
Crack Seal and Joint Repair, Partial and Full Depth Patch Repair –**

Approximately 55% of the project

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out, the Infrastructure Investment and Jobs Act (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted, and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety-Five (95%) of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$386,683.00.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$386,683.00 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C. § 47142(b).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
- (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
- (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
- (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
- (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before
 . or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of IJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at

<http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a recipient that is a private entity.*

1. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - c) Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - d) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - e) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - f) Charging recruited employees a placement or recruitment fee; or
 - g) Providing or arranging housing that fails to meet the host country's housing and safety standards.
2. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:
 - i. Is determined to have violated a prohibition in paragraph (b)(1) of this Grant; or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph(b)(1) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a recipient other than a private entity.*

1. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:
 - i. Is determined to have violated a prohibition in paragraph (b)(1) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (b)(1) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 1. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b)(1) of this Grant.
 2. The FAA's right to unilaterally terminate this Grant as described in paragraphs (b)(2) or (c)(1) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
 3. The recipient must include the requirements of paragraph (b)(1) of this Grant award term in any subaward it makes to a private entity.
 4. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
- e. *Definitions. For purposes of this Grant award, term:*
 1. "Employee" means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
 2. "Private entity" means:
 - i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **IJA Funded Work Included in a PFC Application.** Within **120** days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated **November 01, 2009**, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. § 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may

provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

FAA Reauthorization Act of 2024. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>

29. Applicable Federal Anti-Discrimination Laws. Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

- a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
- b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

30. Federal Law and Public Policy Requirements. The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

31. National Airspace System Requirements

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed

costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

(3) any other remedy legally available.

- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

32. Signage Costs for Construction Projects. The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

33. Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration. The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

- 34. Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sound condition such that they do not warrant extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that Airport Improvement Program (AIP), Airport Infrastructure Grant (AIG), or supplemental appropriation, funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.
- 35. Protection of Runway Protection Zone - Airport Property.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
- 36. Protection of Runway Protection Zone - Easement.** The Sponsor, under the easement, agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
- 37. Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
- 38. Usable Unit of Development.** The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the airport Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.

39. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Rodney N. Joel

(Typed Name)

**Director, Central Region Airports
Division**

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Monticello

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Iowa. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.

- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Monticello Regional Airport**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of April 28, 2025.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and
 - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

Budget Information		AIP:		IIJA:	
Admin	\$0.00	Admin	\$0.00	Admin	\$0.00
Engineering Basic	\$70,000.00	Engineering Basic	\$31,424.40	Engineering Basic	\$38,575.53
Other Engineering	\$0.00	Other Engineering	\$0.00	Other Engineering	\$0.00
Project Inspection	\$40,000.00	Project Inspection	\$17,956.80	Project Inspection	\$22,043.16
Construction	\$628,614.00	Construction	\$282,197.40	Construction	\$346,415.97
Miscellaneous	\$0.00	Miscellaneous	\$0.00	Miscellaneous	\$0.00
Total	\$738,614.00	Total	\$331,578.60	Total	\$407,034.66
Federal Share	\$701,683	Federal Share	\$315,000	Federal Share	\$386,683

Total Federal Share **\$701,683**

AIP Percentage **45%**

IIJA Percentage **55%**

City Council Meeting Prep. Date: 07/15/2025 Preparer: Russell Farnum		Agenda Item: #11 Agenda Date: 07/21/2025
---	--	---

Communication Page

Agenda Items Description: Continued Discussion with Ryan Evans on Lease of Pocket Park

Type of Action Requested: Discussion and Possible Motion

Attachments & Enclosures:

None

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Summary: At the April 21 meeting, Council discussed the possibility of working on a lease with Ryan Evans for the use of Pocket Park.

Council directed staff to work out details with Evans and bring back a lease. Since that time Jacob and I have had some discussions with Evans. However, Evans is requesting the City construct a public restroom and build water and sewer services to the other building. Evans needs plumbing to the building in order to meet health code requirements, which has become a major stumbling block to moving forward with his idea.

Jacob and I were under the impression that Council was willing to “try out” the concept, with temporary handwashing or sanitation facilities (similar to the Chamber events) and maybe a porta-potty. Jacob and I are both resistant to making any major investments in the park, until there is “proof of concept”. I’ve spoken with a few Council members don’t want any major taxpayer investment in this concept, and I believe most other Council members share that sentiment.

There are advantages to having a water and sanitary sewer connection to this property, as well as a public restroom in the downtown. Those advantages need to be balanced by the expense of maintaining a public restroom at this location throughout the year (not just in the summer), and the possibility of this proposal being a one-season deal, and we are already into the waning days of summer.

Evans asked to present to Council to bring the discussion to the next level. At this time, Jacob and I have been working at what we believe was the direction from the Council, but have no objection to getting further direction, or new direction from Council.

Recommendation: Further Council discussion and direction is requested.

City Council Meeting
Prep. Date: 04/16/2025
Preparer: Russell Farnum



Agenda Item: #
Agenda Date: 04/21/2025

Communication Page

Agenda Items Description: Consideration and Possible Motion on Non-Exclusive use of Pocket Park on Fridays, Saturdays and Sundays by Blind Pig

Type of Action Requested: Discussion and Direction

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Background:

Ryan Evans from The Blind Pig has expressed interest in a new proposal to enhance the Pocket Park space and provide his customers with an outdoor experience during favorable weather. He's looking to move beyond the parklet concept discussed last year, and is looking for feedback and direction from the Council.

Essentially, Evans proposes The Blind Pig enter into a contract or agreement with the City to operate the Pocket Park space as an extension of his business. This would involve utilizing the red shed as an outdoor bar. Key points of his proposal include:

- **Liability:** The Blind Pig would handle all necessary licensing and insurance.
- **Revenue Sharing:** A portion of all outdoor sales would be allocated to Parks & Rec or the City for reinvestment in the park or downtown improvements.
- **Special Events:** Additional considerations would be given for special events like Chamber Uptown Friday Nights, Monti Days, and the Car Show.
- **Operation:** The Blind Pig would staff the outdoor bar and have the discretion to close during inclement weather.
- **Public Access:** The park would remain open to the public even when the patio bar is operating. The "general public" would be able to walk through or use the park without obligations to purchase a drink, pay an entry fee, or other obstacle.
- **Maintenance:** The Blind Pig would be responsible for garbage removal and overall cleanliness of the space, aiming to improve its current condition.

Ryan believes this approach would be a more beneficial option than the parklet that was discussed last year. He's aiming to implement this concept this year.

Evans has received positive feedback from both his insurance and the IABD, indicating strong potential for this endeavor. Evans is eager to schedule a meeting to discuss the idea with the Council and get your feedback.

Here's a brief update on the areas we'll need to address collaboratively:

- **Lease/Rental Rate:** We're ready to finalize details with Council direction
- **Water Feasibility:** Water access to the shed is being investigated
- **Electricity & Metering:** The electrical setup needs to be reviewed for proper loading if this becomes a long-term option.
- **Health/Food License:** Ryan is prepared to navigate the licensing process.
- **Operational Parameters & Maintenance:** Some details are addressed (above), others may need further discussion.
- **Dumpster Screening:** Short and longer-term solutions are being addressed.

The Police Chief, City Clerk, Parks and Rec Director and City Administrator are supportive of this concept, at least for an initial trial for this summer. After that, the City could review with Blind Pig and Main Street any issues, and look into long term use of the Park.

Recommendation: Ryan, Main Street, and City Staff are aware of the concerns that citizens may have with Blind Pig using this space, particularly with the donations that went into building the park. With the provisions outlined above, all feel it would be successful, and would benefit the downtown and the City as a whole. However, we are reluctant to put more work into this without consent of the Council to move forward.

Council discussion and direction is requested.

Regular Council Meeting
April 21, 2025, 6:00 P.M.
Community Media Center

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

Phelan requested the proposed resolution on the intent to bond and the consideration to pay the MMS Consultants’ invoice to follow the work session on the South Main (Stephen) Sewer Extension project. Langerman moved to approve the agenda, moving proposed resolution on the intent to bond and the consideration to pay the MMS Consultants’ invoice to follow the work session on the South Main (Stephen) Sewer Extension project. Goedken seconded, roll call was unanimous.

Monticello Chamber Director Megan Beaman gave a presentation of their proposed signage for the entrances of Monticello along Highway 151. Beaman advised that she has applied for the “Give to Grow” grant and plans to apply for State grant this fall and will continue to look for other grants, as well. No action was taken. Brenneman arrived.

Brighton moved to approve the consent agenda; Ellwood seconded. Roll call was unanimous.

Mayor opened Public Hearing on the proposed City of Monticello Fiscal Year 2025/2026 budget adoption. No public comments were received. Mayor closed the hearing. Goedken stated he had concerns on the Chamber signage request and it not being an efficient use of taxpayers’ dollars and he would not vote for the budget. Phelan moved to approve Resolution #2025-54 Approving the Adoption of Budget and Certification of City Taxes for Fiscal Year July 1, 2025 to June 30, 2026. Brenneman seconded, roll call was unanimous, except Goedken who voted nay.

Mayor read proclamation and proclaimed the month of May, 2025 as Frontline Worker Appreciation Month.

Goedken moved to approve Resolution #2025-55 Accepting bids for the Monticello Regional Airport FY25 Pavement Repair and Cracksealing project, AIP 3-19-0061-14-2025 and awarding project to Fahrner Asphalt Sealers LLC, contingent upon FAA Funding Approval. Brenneman seconded, roll call was unanimous.

Ellwood moved to approve Resolution #2025-56 Approving Pay Request #11 to Bill Bruce Builders, Re: Wastewater Treatment Plant Improvement Project in the amount of \$839,937.09. Brighton seconded, roll call was unanimous.

Brighton moved to approve Resolution #2025-57 Approving 28E Agreement between Monticello Community Schools and City of Monticello use of School Owned Property and Facilities. Brenneman seconded, roll call was unanimous.

Goedken moved to approve Resolution #2025-58 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. Brighton seconded, roll call was unanimous.

Goedken moved to approve Resolution #2025-59 Approving the wages for Monticello Aquatic Center and Park and Recreation part-time seasonal staff positions and setting wages. Ellwood seconded, roll call was unanimous.

Langerman moved to approve Resolution #2025-60 approving the 28E Agreement with the Monticello Community School District for the School Resource Officer Position. Brenneman seconded, roll call was unanimous.

Ryan Evans, 2104 Fox Trial Drive, Cedar Rapids presented his concept for use of the Pocket Park. Consensus of the Council was for the City Staff to continue to work with Evans and his concept and bring back to Council once more details are worked out.

Farnum advised Council approved Republic's contract to increase their solid waste collection fees to the City, Council discussed the proposed ordinance for sanitation and landscape waste rates. Farnum advised the contract for the landscape waste site processor will expire and needs to be reviewed. Brighton moved to table action on the landscape fees in the ordinance until the new contract is approved for the yard waste site, Goedken seconded, roll call was unanimous.

Hinrichsen reported over \$4,000 has been collected with the new State Setoff Program that replaced the Income Offset Program.

Kahler stated the new street sweeper is working great. They continue to take down trees and are helping Oswald get ready for this weekend

Smith stated with the remodeling of Kardes, they will need a large dumpster. Smith suggested closing the alley behind their store to place the dumpster. Smith stated the Main Street group has funding for the cost of the cameras at the intersection of First Street and Cedar Street. The police department budget will pay for the installation and licensing. They are working with Cascade Communications and Monticello Sports on the installation. Smith advised that he had some non-compliant 2-way radios that he gave to the Public Works and Park departments

Tjaden reported Visual Sewer has cleaned the sewer main and will be lining it, in the next couple of weeks. They will be installing the generator at the West Well next week.

Regular Council Meeting
April 21, 2025

Oswald stated they had 105 participants in the Live Healthy track meet tonight. May 3rd will be the first ball tournament. Holly's Helping Hands will be this Saturday, volunteers are asked to meet at the Willow Shelter.

Brehm reported on the various programs happening in the Library.

Lynch advised the MEMT's are doing a fundraiser and are selling raffle tickets, which are available at some business or the Ambulance garage. She is working on plans for the Jones County Fair. She is looking to hire an EMT and a Paramedic to fill their roster.

Council held a work session on the South Main (Stephen) Sewer Extension project. Farnum reviewed the estimated costs and scope of the project. The current proposed project would extend the sewer main under South Main Street to service the 154 acres on the west side of the highway, with the trench being about 14 feet deep. Council discussed possible options to pay off the proposed bonds and setting up a connection fee district for this area.

Brighton moved to approve Resolution #2025-61 related to the financing of a project proposed to be undertaken by the City of Monticello, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code. Langerman seconded, roll call was unanimous.

Brighton moved to approve payment to MMS Consultants Inc in the amount of \$61,183.38, Ellwood seconded, roll call was unanimous.

Brighton moved to adjourn the meeting at 7:13 P.M.

Wayne Peach, Mayor

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 07/15/2025
Preparer: Russell Farnum



Agenda Item: #12
Agenda Date: 07/21/2025

Communication Page

Agenda Items Description: Rezoning Lot 1 of Brad Stephen's 4th Addition (Hinz)

Type of Action Requested: Ordinance 2nd Reading

Attachments & Enclosures:

Ordinance

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Summary: This is the Second Reading of this rezoning ordinance.

Council may wish to consider also approving the final reading. The City agreed to zone the property M-1 in the pre-annexation agreement, and there were no comments at the public hearing on the rezoning.

Recommendation: Approval is recommended.

ORDINANCE NO. 782

An ordinance amending the Monticello Code of Ordinances, by amending Chapter 165 “ZONING REGULATIONS” and amending the Official Zoning Map

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

SECTION 1. The property described as:

Lot One of Bradley Stephen’s Fourth Addition, Parcel ID Number 0234152009, together with that adjacent portion of US Business 151 – Main Street right of way east of the centerline, said Annexation Area containing 2.63 Acres, not including the adjacent right-of-way, and is subject to easements and restrictions of record.

shall hereby be zoned “**M-1**” **Light and Heavy Industrial and/or Manufacturing District;**

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

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

1st reading July 7, 2025
2nd reading
3rd reading

Passed and approved by the City Council in session this ____ day of July 2025.

Wayne Peach, Mayor

ATTEST:

Sally Hinrichsen, City Clerk/Treasurer

I certify that the foregoing document was published as Ordinance No. ____ on the ____th day of _____, 2025.

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 7/16/2025
Preparer: Sally Hinrichsen



Agenda Item: # 13-22
Agenda Date: 7/21/2025

Communication Page

Agenda Items Description: Reports

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Reports / Potential Actions:

- 13. Mayor
- 14. City Engineer
- 15. City Administrator
- 16. City Clerk
- 17. Public Works Director
- 18. Police Chief
- 19. Water/Wastewater Superintendent
- 20. Park and Recreation Director
- 21. Library Director
- 22. Ambulance Director

City Council Meeting Prep. Date: 07/15/2025 Preparer: Russell Farnum		Agenda Item: #23 Agenda Date: 07/21/2025
---	--	---

Communication Page

<u>Agenda Items Description:</u> Work session: Review and update of Council Goals
--

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

Summary: The City set goals prior to working on the 2026 budget. The goals are attached, as is the implementation plan.

Discussion on progress toward these goals and further strategies to incorporate into the implementation plan is expected.

Seeing as this is just a “progress report” discussion, I am not planning on a “formal” discussion, but it’s important to do a glance-back before we start some serious goal setting for the coming fiscal year.

I look forward to the Council discussion.



200 E. First Street
Monticello, IA 52310
(319) 465-3577
Fax (319) 465-3527

**CITY OF MONTICELLO
CITY COUNCIL**

2024/2025 Priority Goals

- 1 Formulate a five-year capital improvement plan with input from the City departments and the City Council.**
 - a. Start with site visits to all City facilities/buildings.
 - b. Do a street inspection survey to see what roads are the highest traffic and in the worst shape.
 - c. Compile underground utility update needs on highest priority streets
 - d. Outline a chart of expected maintenance work, vehicle replacements, and program for new equipment to replace old/outdated in conjunction with the Capital Improvement Plan process.
 - e. Compile equipment maintenance, update and replacement needs on 5-year capital plan
- 2 Identify corridors of growth for future housing development in the City, providing for a variety of housing options and opportunities.**
- 3 Develop an overall plan for housing incentives that can be tweaked per development.**
- 4 Form a local Trail Committee made up of a variety of interested parties (not primarily City-driven) that can run point on the development of a trail plan for the community.**
- 5 Recommend training to staff on how to plan and develop departmental budgets, especially in relation to outcomes and plans such as a Capital Improvement Plan.**
- 6 Recruit businesses for the corner of Main and Oak Streets and/or by Cobblestone.**
- 7 Update the comprehensive plan to look at the long- term needs and wants of the community at large.**
 - a. Get estimates from an entity like ECICOG to look at the long- term needs and wants of the community at large.
 - b. Review other local planning efforts, such as the Parks and Recreation Master Plan and the Monticello Main Street Strategic Plan to find quality partnerships and potential access to other resources.
- 8 Update sidewalk program considering recent case law**

9 Require training for the City Council prior to the budget to understand state laws and obligations regarding the budgeting process.

- a. Provide an early overview of the Budget Process to Council to prepare for the FY26 budget
- b. Offer Tax Increment Financing workshops so everyone can understand how it works & what's required.

10 Continue to partner with local agencies, such as Rotary, Lions, Chamber, Main Street, and others. This will help create fewer silos if everyone is on the same page and allow access to a community volunteers list to help move projects across the finish line.

- a. Maintain support for the Give to Grow Program and learn how the City can partner with that organization to fund community projects/programs in the future.
- b. Organize a Council work group to communicate with community members to develop a private fundraising consortium for City projects.

CITY COUNCIL
2024/2025 Priority Goals
Implementation Strategies

City Facilities						
1	Formulate a five-year capital improvement plan with input from the City departments and the City Council.					
	Task List	Owner	Team	Timeframe	Cost/Budget	Resources
<i>a</i>	Start with site visits to all City facilities/buildings.	City Administrator and City Clerk	City Council Department Heads	ASAP to December 2024	None	Setting aside time for the visits and follow up discussions
<i>b</i>	Do a street inspection survey to see what roads are the highest traffic and in the worst shape; Compile underground utility update needs on highest priority streets.	Public Works Director	City Engineer, City Administrator, Water and Sewer Superintendent	Fall/Winter 2025	25000	Time for Inventory and Mapping; Preliminary Engineering, Estimates and rough Scope Of Work
<i>c</i>	Outline a chart of expected maintenance work, vehicle replacements, and program for new equipment to replace old/outdated in conjunction with the Capital Improvement Plan process.	City Administrator	Department Heads	Underway to Spring 2025	None	Time for Inventory and Consolidating Information
<i>d</i>	Compile equipment maintenance, update and replacement needs on 5-year capital plan	City Administrator	Department Heads	Underway to Spring 2025		Time for Inventory and Consolidating Information, build a spreadsheet and add timelines and set aside amounts

Housing Development						
2	Identify corridors of growth for future housing development in the City, providing for a variety of housing options and opportunities.					
	Task List	Owner	Team	Timeframe	Cost/Budget	Resources
<i>a</i>	Work with Property Owners who may be interested in the sale or development of their property	City Administrator	JCED	Summer 2026	varies	ECICOG, ECIA
<i>b</i>	Market said properties to potential developers	City Administrator	JCED	Ongoing	varies	ECICOG, ECIA
<i>c</i>	Consider land use plan as part of a Comprehensive Plan Update considered in #7, below	City Administrator	City Council, P&ZBA, JCED, City Staff, Chamber, Community	TBD	varies	ECICOG, ECIA
3	Develop an overall plan for housing incentives that can be tweaked per development.					
	Task List	Owner	Team	Timeframe	Cost/Budget	Resources
<i>a</i>	Work with existing developments/developers to outline workable solutions to moving the next phase	City Administrator	City Council	Ongoing	Varies	Urban Renewal (TIF), bonds, tax credits

Trail Development						
4	Form a local Trail Committee made up of a variety of interested parties (not primarily City-driven) that can run point on the development of a trail plan for the community.					
	Task List	Owner	Team	Timeframe	Cost/Budget	Resources
<i>a</i>	Identify Committee members	Mayor	Council		none	
<i>b</i>	Appoint Committee -	Mayor	Council		none	
<i>c</i>	Outline Scope, Process, Policy, Tasks	Mayor	Council and Committee	Now	none	
<i>d</i>	Provide valuable work for committee to perfo	Mayor	Council		none	

Budgeting						
5	Recommend training to staff on how to plan and develop departmental budgets, especially in relation to outcomes and plans such as a Capital Improvement Plan.					
	Task List	Owner	Team	Timeframe	Cost/Budget	Resources
<i>a</i>	Mentor Department Heads on preparation and presentation of budget	City Administrator/City Clerk	Council and Mayor, Department Heads	FY 26 Budget Preparation and Discussion	Staff Time	Staff Time
<i>b</i>	Explore training opportunities	City Administrator/ City Clerk	Department Heads	FY 27 Budget time	10000	

Tourism						
6	Recruit businesses for the corner of Main and Oak Streets and/or by Cobblestone.					
	Task List	Owner	Team	Timeframe	Cost/Budget	Resources
<i>a</i>	Continue to provide consistent incentive packages and efficient development reviews and permitting to entice new businesses to look at these areas	Mayor and Council	City Administrator	Ongoing	TBD	City Administrator, City Clerk and Department Heads
<i>b</i>	Maintain proactive view toward development and redevelopment	Mayor and Council	City Administrator	Ongoing	ZERO	City Administrator, City Clerk and Department Heads
<i>c</i>	Consider proactive site clearance or demolition in potential redevelopment areas	Mayor and Council	City Administrator	Ongoing	Varies	Legal, Brownfield Grants, JCED, ECICOG
<i>d</i>	Market sites and opportunities to developers, site selectors and ideal users	City Administrator	Mayor and Council	Ongoing	Varies	City Staff, Chamber, JCED

City Facilities						
7	Contract for a comprehensive plan through an entity like ECICOG to look at the long- term needs and wants of the community at large.					
	Task List	Owner	Team	Timeframe	Cost/Budget	Resources
<i>a</i>	Get estimates from an entity like ECICOG and consultants to look at the long- term needs and wants of the community at large.	City Administrator	Department Heads, Mayor and Council, Main Street, Chamber, JCED, other partners	Winter 2025-2026	none	Time
<i>b</i>	Review other local planning efforts, such as the Parks and Recreation Master Plan and the Monticello Main Street Strategic Plan to find quality partnerships and potential access to other resources.	City Administrator	Department Heads, Mayor and Council, Main Street, Chamber, JCED, other partners	Winter 2025-2026	none	Time

City Services						
8	Update sidewalk program considering recent case law					
	Task List	Owner	Team	Timeframe	Cost/Budget	Resources
<i>a</i>	Council Worksession	Police Chief, City Attorney	Department Heads	Winter 2024	None	None

Budgeting						
9	Require training for the City Council prior to the budget to understand state laws and obligations regarding the budgeting process.					
	Task List	Owner	Team	Timeframe	Cost/Budget	Resources
<i>a</i>	Provide an early overview of the Budget Process to Council to prepare for the FY26 budget	City Administrator & City Clerk		January 6, 2025	None	Time
<i>b</i>	Offer Tax Increment Financing workshops so everyone can understand how it works, what's required, etc.					

Miscellaneous						
10	Continue to partner with local agencies, such as Rotary, Lions, Chamber, Main Street, and others. This will help create fewer silos if everyone is on the same page and allow access to a community volunteers list to help move projects across the finish line.					
	Task List	Owner	Team	Timeframe	Cost/Budget	Resources
<i>a</i>	Maintain support for the Give to Grow Program and learn how the City can partner with that organization to fund community projects/programs in the future.	Mayor and Council				
<i>b</i>	Organize a Council work group to communicate with community members to develop a private fundraising consortium for City projects.	City Council				