

City of Monticello, Iowa

www.ci.monticello.ia.us

**Monticello City Council Meeting August 18, 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	August 4, 2025
Approval of Payroll	August 7, 2025
Approval of Bill List	
Approval of Twin Rivers Pheasants Forever alcohol license	
Approval of Blind Pig Alcohol license (Sept 5-day)	

Public Hearings:

1. **Public Hearing** on proposed General Fund Equipment Financing Agreement
2. **Resolution** approving and authorizing a General Fund Equipment Financing Agreement with payments thereunder in a principal amount not to exceed \$75,000

Resolutions:

3. **Resolution** Approving Pay Request #15 to Bill Bruce Builders, Inc., Re: Wastewater Treatment Plant Improvement Project in the amount of \$822,767.25
4. **Resolution** Approving the hiring of Milo Breitbach as Monticello Park and Recreation Superintendent of Parks and Facilities
5. **Resolution** authorizing and approving a certain Loan Agreement, providing for the issuance of \$1,965,000 General Obligation Sewer Improvement Bonds, Series 2025, and providing for the levy of taxes to pay the same

Discussion and Possible Motions:

6. **Discussion and Possible Motion** on use of alley by Sacred Heart School
7. **Discussion and Possible Motion** approval of Brandon and Ashley Faust building permit on lot between Grandview and Faust Circle

Reports / Potential Actions:

8. Mayor
9. City Engineer
10. City Administrator
11. Library Director
12. Ambulance Director
13. City Clerk
14. Public Works Director
15. Police Chief
16. Water/Wastewater Superintendent
17. Park and Recreation Director

Closed Session:

18. **Closed Session** To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation, pursuant to Iowa Code Section 21.5(1)(c)

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: August 18, 2025 Council Meeting

Time: Aug 18, 2025 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84549783969>

Meeting ID: 845 4978 3969

One tap mobile

+13126266799,,84549783969# US (Chicago)

+16465588656,,84549783969# US (New York)

Join instructions

https://us02web.zoom.us/join/84549783969?signature=uH_gcHKNmA4s8ejfQb42ZsETvhpvg2xyHbSo10xMSag

“This employer is an equal opportunity provider & employer”

Regular Council Meeting
August 4, 2025, 6:00 P.M.
Community Media Center

Mayor Wayne Peach called the meeting to order. Council present were: Scott Brighton, Josh Brenneman, Jake Ellwood, Dave Goedken, Candy Langerman and Mary Phelan. Also present were City Administrator Russell Farnum, City Clerk Sally Hinrichsen, Police Chief Britt Smith, Library Director Faith Brehm, Public Works Director Nick Kahler, Water/Wastewater Supt. Jim Tjaden, and Park & Rec Director Jacob Oswald. 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, Langerman seconded, roll call was unanimous.

Ellwood moved to approve the consent agenda, Brenneman seconded. Roll call was unanimous.

City Financial Advisor Matthew Stoffel with PFM Financial Advisors LLC reported that 7 bids were received for the General Obligation Sewer Improvement Bonds. BOK Financial Securities, Inc from Dallas Texas was the low bidder with a True Interest Rate of 3.879312. Stoffel advised PFM Financial Advisors LLC recommends awarding the \$1,965,000 General Obligation Sewer Improvement Bonds, Series 2025 to BOK Financial Securities, Inc, from Dallas Texas. Brighton moved to approve Resolution #2025-105 Awarding General Obligation Sewer Improvement Bonds, Series 2025. Langerman seconded. Roll call was unanimous.

Brenneman moved to approve Resolution #2025-106 Approving to increase credit limit for the Credit Cards for various departments. Goedken seconded. Roll call was unanimous.

Langerman moved to approve Resolution #2025-107 Approving Jones County Multi-Jurisdictional Local Hazard Mitigation Plan. Goedken seconded. Roll call was unanimous.

Langerman moved to approve Resolution #2025-108 Directing the City Attorney to Enter Appearance and File Consent to Quiet Title Action. Ellwood seconded. This is for the property known as Lot 13 of Welch's Addition. Roll call was unanimous.

Ellwood moved to approve Resolution #2025-109 Approving Purchase of Mini Excavator from Kromminga Motors, Brenneman seconded. Roll call was unanimous.

Smith proposed to purchase three vehicle mounted cameras and five body worn cameras for a total of \$74,184.10, they will be leasing the equipment over a 5-year term. Goedken moved to approve Resolution #2025-110 to fix a date for a public hearing on proposal to enter into a General Fund Equipment Financing Agreement with payments there under in an amount not to exceed \$75,000. Langerman seconded. Roll call was unanimous.

Mayor reported receiving a letter soliciting funds to approach the City Council regarding the Police Department, which he felt was a scam.

Farnum reported holding an open house meeting with the property owners along the proposed Sixth Street Ditch Project and three homeowners were present. There will be another open house this Friday from 3 to 5 pm.

Farnum reported ECICOG is holding a meeting at the Anamosa Public Library on Wednesday August 13th, and everyone is invited to share ideas on how to build a pathway to a resilient future for East Central Iowa.

Farnum reported the maintenance work at the Airport is expected to begin on September 15.

Farnum reported he applied for a grant for the Fire Department generator in 2021 and Emergency Management Director Brenda Leonard and Fire Chief Joe Bayne applied for a grant in 2023. The State has requested the Fire Department generator paperwork, as funds may be available.

Hinrichsen stated staff has been busy working on the bond rating and bond issue paperwork. Hinrichsen stated the State Auditors are planning to do the FY 2025 audit in September. Hinrichsen stated the Monticello Regional Airport was featured in the Minnesota Flyer in July.

Kahler reported they were working on the tree cleanup from the recent storm. Langerman stated several residents advised they did a great job with the tree cleanup. Kahler stated the sealcoating will begin next week, in the Northeast quadrant of town.

Smith advised they were moving forward with the canine program and are planning to begin a fundraising campaign to help fund the formal training and to keep the program going.

Smith stated he has been working with Sacred Heart School on a school drop off zone and possibly closing the alley. Consensus of the Council was to place the proposed closing of the alley on the next agenda.

Tjaden stated Electric Pump made the repair to the sludge pump and it is working good.

Oswald advised of several activities happening now at the Parks Department.

Brehm advised of the programs happening at the Library.

Brenneman moved to adjourn the meeting at 6:52 P.M.

Wayne Peach, Mayor

Sally Hinrichsen, City Clerk/Treasurer

PAYROLL - AUGUST 7, 2025

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	July 21 - August 3, 2025				
Chris Bell	\$ 1,019.11	\$ -	0.00	0.00	\$ 863.44
Brian Bronemann	415.00	-	0.00	0.00	356.96
Jamie Coleman	2,328.80	-	24.00	24.00	1,850.43
Jordan Fullerton	756.86	-	0.00	0.00	651.01
Quinn Hansen	1,560.11	42.17	0.00	0.00	1,206.99
Ronald Herman, Jr.	192.00	-	0.00	0.00	165.24
Jayna Koffron	1,124.40	-	0.00	0.00	962.29
Lori Lynch	3,457.51	-	0.00	0.00	2,336.16
Coletta Matson	2,328.80	-	0.00	0.00	1,530.22
Sky Monty	1,719.20	-	0.00	0.00	1,273.18
Mandy Norton	604.78	-	0.00	0.00	483.84
Hunter Schmidt	465.76	-	0.00	0.00	400.62
Shirlee Scott	2,416.13	87.33	0.00	0.00	1,816.62
Reggie Welter	719.29	-	0.00	0.00	600.95
Cora Wheeler	386.82	-	0.00	0.00	332.72
TOTAL AMBULANCE	\$ 19,494.57	\$ 129.50	24.00	24.00	\$ 14,830.67
CEMETERY	July 21 - August 3, 2025				
Griffin Brokaw	\$ 795.00	\$ -	0.00	0.00	\$ 712.37
Chesney Capron	1,200.00	-	0.00	0.00	1,014.54
Dan McDonald	2,209.60	-	0.00	# 0.00	1,654.19
TOTAL CEMETERY	\$ 4,204.60	\$ -	0.00	0.00	\$ 3,381.10
CITY HALL	July 21 - August 3, 2025				
Cheryl Clark	\$ 2,398.40	\$ -	0.00	10.50	\$ 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	\$ -	0.00	10.50	\$ 7,795.60
FIRE					
Joe Bayne	\$ 208.33	\$ -	0.00	0.00	\$ 192.39
Billy Norton	166.67	-	0.00	0.00	143.15
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	\$ 566.42
LIBRARY	July 21 - August 3, 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	555.00	-	0.00	0.00	508.99
TOTAL LIBRARY	\$ 5,630.21	\$ -	0.00	0.00	\$ 4,276.38
MBC	July 21 - August 3, 2025				
Kara Burrack	\$ 1,344.00	\$ -	0.00	0.00	\$ 1,156.64
Grace Dupuy	1,678.06	-	0.00	0.00	1,348.50
Jacob Oswald	2,642.88	-	0.00	0.00	1,990.31
Bryce Vaske	367.50	-	0.00	0.00	339.38

PAYROLL - AUGUST 7, 2025

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
Ben Welter	596.25	-	0.00	0.00	548.70
TOTAL MBC	\$ 6,628.69	\$ -	0.00	0.00	\$ 5,383.53
POLICE	July 21 - August 3, 2025				
Zach Buehler	\$ 385.40	\$ -	0.00	0.00	\$ 331.50
Dawn Graver	3,091.33	-	0.00	0.00	2,288.82
Erik Honda	3,258.36	-	0.00	0.00	2,421.76
Jordan Koos	3,335.94	-	0.00	21.00	2,275.36
Cole Millard	2,948.08	-	0.00	0.00	1,966.51
Keanan Shannon	3,083.64	-	0.00	0.00	2,330.85
Britt Smith	3,732.72	-	0.00	0.00	2,812.10
Madonna Staner	1,925.60	-	0.00	0.00	1,435.34
Brian Tate	3,489.36	-	0.00	0.00	2,517.89
TOTAL POLICE	\$ 25,250.43	\$ -	0.00	21.00	\$ 18,380.13
ROAD USE	July 21 - August 3, 2025				
Zeb Bowser	\$ 2,169.60	\$ -	0.00	24.00	\$ 1,472.35
Jacob Gravel	2,169.60	-	0.00	15.00	1,628.33
Nick Kahler	2,687.50	-	0.00	0.00	1,960.74
Jasper Scott	2,169.60	-	0.00	0.00	1,632.07
TOTAL ROAD USE	\$ 9,196.30	\$ -	0.00	39.00	\$ 6,693.49
SEWER	July 19 - August 1, 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	July 18 - 31, 2025				
Laila Atkinson	\$ 372.00	\$ -	0.00	0.00	\$ 343.55
Megan Besler	312.00	-	0.00	0.00	288.14
Bailey Brenneman	381.00	-	0.00	0.00	351.86
Emma Bruggemann	140.00	-	0.00	0.00	129.29
Macey Burlage	486.75	-	0.00	0.00	449.51
Allisen Capron	73.50	-	0.00	0.00	67.87
Collin Cashner	46.13	-	0.00	0.00	42.60
Marlee Chapman	576.63	-	0.00	0.00	532.52
Skylar Christensen	105.06	-	0.00	0.00	97.03
Addylin Donovan	85.00	-	0.00	0.00	78.50
Reece Drew	70.44	-	0.00	0.00	65.05
Macy Dusanek	52.06	-	0.00	0.00	48.08
Jill Flynn	1,114.00	-	0.00	0.00	1,026.21
Stella Flynn	609.88	-	0.00	0.00	563.23
Taylor Gassman	106.25	-	0.00	0.00	98.12
Jensen Glawatz	117.50	-	0.00	0.00	108.51
Lily Hall	52.50	-	0.00	0.00	48.48
Karle Kramer	62.50	-	0.00	0.00	57.71
Zoe Lagunes-Reynolds	425.69	-	0.00	0.00	393.13
Aubrey Lasack	42.50	-	0.00	0.00	39.24
Kaylee Lawrence	414.00	-	0.00	0.00	382.33
Mary Grace Lyons	132.50	-	0.00	0.00	122.36
Stella McDermott	187.50	-	0.00	0.00	173.15

PAYROLL - AUGUST 7, 2025

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
Adalyn Monk	328.13	-	0.00	0.00	303.03
Tyler Morgan	60.00	-	0.00	0.00	55.41
Samantha Ruchti	509.13	-	0.00	0.00	470.18
Eli Santa	122.50	-	0.00	0.00	113.12
Brynn Schmit	496.06	-	0.00	0.00	458.11
Alexis Schneiter	367.50	-	0.00	0.00	339.38
Emma Schwendinger	731.63	-	0.00	0.00	651.46
Ryker Scott	107.50	-	0.00	0.00	99.27
Kendall Siebels	377.44	-	0.00	0.00	348.57
River Smith	200.00	-	0.00	0.00	184.70
Jessica Stadtmueller	334.38	-	0.00	0.00	308.80
Katherine Stadtmueller	353.37	-	0.00	0.00	326.34
Alayna Tallman	87.50	-	0.00	0.00	80.80
Karley Tobiason	153.75	-	0.00	0.00	141.99
Brayden Wahl	42.50	-	0.00	0.00	39.24
Henry Wolken	120.00	-	0.00	0.00	110.82
Abigail Wright	396.88	-	0.00	0.00	366.52
Lily Wright	69.19	-	0.00	0.00	63.90
TOTAL SWIMMING POOL	\$ 10,822.85	\$ -	0.00	0.00	\$ 9,968.11
WATER	July 19 - August 1, 2025				
Scott Hagen	\$ 2,389.60	\$ -	0.00	3.75	\$ 1,894.63
Josh Willms	2,229.60	-	3.00	# 18.00	1,523.36
TOTAL WATER	\$ 4,619.20	\$ -	3.00	21.75	\$ 3,417.99
TOTAL - ALL DEPTS.	\$ 101,262.01	\$ 129.50	27.00	116.25	\$ 76,958.67

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
AARON'S AUTOMOTIVE LLC	PD VEHICLE OPERATING		420.97		
ROBERT CROSS	PD FAIR OPERATING		150.00		
CUSTOM CAGE	PD MINOR EQUIPMENT		250.00		
FRESE MOTORS INC	PD VEHICLE OPERATING		837.15		
INFRASTRUCTURE TECHNOLOGY	PD CITY CAM		2,046.48		
GAVIN KAHLER	PD FAIR OPERATING		150.00		
LYNCH DALLAS, P.C.	PD ATTORNEY FEES		1,550.40		
PSYCHOLOGY ASSOCIATES PLLC	POLICE PRO FEES		225.00		
UNITED RENTALS (NORTH AMERICA)	PD FAIR OPERATING		1,558.75		

	110 POLICE DEPARTMENT TOTAL		7,188.75		
AQUATIC CENTER					
BAILEY BRENNEMAN	POOL PRO FEE-SWIM LESSONS		243.75		
MACEY BURLAGE	POOLPRO FEES-SWIM LESSONS		131.25		
FAREWAY STORES #840-1	POOL CONCESSIONS		102.46		
JILL FLYNN	POOL SWIM LESSONS		375.00		
STELLA FLYNN	POOL PRO FEE - SWIM LESSONS		187.50		
STATE HYGIENIC LABORATORY	LAB TESTS-POOL		15.50		
JOHN DEERE FINANCIAL	POOL EQUIP MAINT		11.31		
KARLE J KRAMER	POOL PRO FEES- SWIM LESSONS		375.00		
MYERS-COX CO.	POOL CONCESSIONS		437.62		
NEXT GENERATION PLBG & HTG LLC	POOL EQUIP REPAIR/MAINT		2,201.25		
SAMANTHA RUCHTI	POOL PRO FEES-SWIM LESSONS		281.25		
BRYNN SCHMIT	POOL PRO FEES- SWIM LESSONS		187.50		
EMMA J SCHWENDINGER	POOL PRO FEES-SWIM LESSONS		637.50		
KATHERINE STADTMUELLER	POOL PRO FEES- SWIM LESSONS		281.25		

	440 AQUATIC CENTER TOTAL		5,468.14		
CLERK/CITY ADMIN					
MOLLI JENN HUNTER	JANITORIAL SERVICES		210.00		

	620 CLERK/CITY ADMIN TOTAL		210.00		
CITY HALL/GENERAL BLDGS					
JONES COUNTY RECORDER	ADMIN RECORDING FEE-R2025-99		175.00		
SYCAMORE MEDIA CORP	CH ADVERTISING		641.15		
LASER TECH USA, INC. DBA	ADMIN OFFICE SUPPLIES		13.70		
ORBIS MENASHA CORP	CH FRANCHISE FEE REFUND		5,894.71		

	650 CITY HALL/GENERAL BLDGS TOTAL		6,724.56		

	001 GENERAL TOTAL		19,591.45		
MONTICELLO BERNDES CENTER					
PARKS					
W.W. GRAINGER, INC	MBC SPECIAL EVENTS		23.75		
MOLLI JENN HUNTER	JANITORIAL SERVICES		192.50		
STEVE MONK CONSTRUCTION	MBC MOWING CONTRACT		6,512.67		
SYCAMORE MEDIA CORP	MBC ADVERTISING		212.25		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK# DATE
NEXT GENERATION PLBG & HTG LLC	MBC BLDG REPAIR/MAINT		75.00	
LASER TECH USA, INC. DBA	MBC BLDG REPAIR/MAINT		113.80	
PATRICIA LEIGH SCHMID	MBC REC CONTRACT SERVICES		1,020.00	

	430 PARKS TOTAL		8,149.97	

	005 MONTICELLO BERNDSE CENTER TOTAL		8,149.97	
TOURNAMENT FUND-GEN CKG				
PARKS				
MONTICELLO COMM SCHOOL DISTRICT	MBC RENTS & LEASES-SCHOOL		1,000.00	

	430 PARKS TOTAL		1,000.00	

	012 TOURNAMENT FUND-GEN CKG TOTAL		1,000.00	
FIRE				
FIRE				
TRENT TAPKEN DBA	FIRE PUMP TESTING		1,178.50	
HUGHES GARAGE & AUTO SALES LLC	FIRE VEH MAINTENANCE		144.80	
KROMMINGA MOTORS INC	FIRE POLARIS MAINT		253.07	
LAPORTE MOTOR SUPPLY	FIRE VEHICLE OPERATING		1,062.35	
MUNICIPAL EMERGENCY SERVICES	FIRE TAIL COAT AND PANTS		3,791.13	

	150 FIRE TOTAL		6,429.85	

	015 FIRE TOTAL		6,429.85	
AMBULANCE				
AMBULANCE				
JAMIE COLEMAN	AMB 22 MONITOR		84.53	

	160 AMBULANCE TOTAL		84.53	

	016 AMBULANCE TOTAL		84.53	
HOTEL/MOTEL TAX				
HOTEL/MOTEL				
JONES CO ECONOMIC DEVELOPMENT	HOTEL/HOTEL ECONOMIC DEV		15,000.00	

	699 HOTEL/MOTEL TOTAL		15,000.00	

	018 HOTEL/MOTEL TAX TOTAL		15,000.00	
LIBRARY IMPROVEMENT				
LIBRARY				
FAREWAY STORES #840-1	LIBRARY SUMMER BASH SUPPLIES		17.97	

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	410 LIBRARY TOTAL		17.97		
	030 LIBRARY IMPROVEMENT TOTAL		17.97		
LIBRARY					
LIBRARY					
BAKER & TAYLOR BOOKS	LIBRARY BOOKS		358.06		
CULLIGAN TOTAL WATER -	LIBRARY WATER		44.56		
MOLLI JENN HUNTER	JANITORIAL SERVICES		227.50		
	410 LIBRARY TOTAL		630.12		
	041 LIBRARY TOTAL		630.12		
AIRPORT					
AIRPORT					
MONTICELLO AVIATION INC	AIRPORT EQUIP REPAIR/MAINT		131.65		
	280 AIRPORT TOTAL		131.65		
	046 AIRPORT TOTAL		131.65		
ROAD USE					
STREETS					
BARD MATERIALS	RU STREET MAINTENANCE SUPPLIES		740.00		
BEITZ CONCRETE CONSTRUCTION LL	RU ST REP- N PINE ST		2,958.00		
BRIAN CROWLEY	ROAD USE EQUIPMENT REPAIRS		361.62		
HENNICK TREE SERVICE LLC	RU STORM TREE REMOVAL		10,100.00		
JOHN DEERE FINANCIAL	ROAD USE EQUIPMENT REPAIRS		289.24		
K&S MACHINING AND METAL	RU EQUIP REPAIR/MAINT		24.08		
KIMBALL MIDWEST	RU SUPPLIES		132.00		
KROMMINGA MOTORS INC	RU MINI HOE RENTAL		655.00		
LAPORTE MOTOR SUPPLY	ROAD USE EQUIPMENT REPAIRS		71.22		
STEVE MONK CONSTRUCTION	ROAD USE STREET CONTRACTS		4,040.97		
THEODORE KRAUS	RU LIGHT SYSTEM REPAIRS		90.00		
	210 STREETS TOTAL		19,462.13		
	110 ROAD USE TOTAL		19,462.13		
CAPITAL IMPROVEMENT					
CAPITAL PROJECTS					
PFM FINANCIAL ADVISORS LLC	CI PRO FEES-2025 GO SEWER ISSU		15,341.83		
	750 CAPITAL PROJECTS TOTAL		15,341.83		
	332 CAPITAL IMPROVEMENT TOTAL		15,341.83		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
BATY DISC GOLF COURSE PARKS STEVE MONK CONSTRUCTION	BATY DG MOWING		980.00		
	430 PARKS TOTAL		980.00		
	338 BATY DISC GOLF COURSE TOTAL		980.00		
WATER WATER					
MH LOGISTICS CORP	WATER CAMERA SYSTEM & TRAILER		143,062.00		
STATE HYGIENIC LABORATORY	WATER LAB TESTS		1,192.00		
INFRASTRUCTURE TECHNOLOGY	WATER MINOR EQUIPMENT		760.00		
JOHN DEERE FINANCIAL	WTR OPER SUP-CAMERA TRAILER		26.97		
STEVE MONK CONSTRUCTION	WATER SYSTEM		141.66		
	810 WATER TOTAL		145,182.63		
	600 WATER TOTAL		145,182.63		
SEWER SEWER					
FAREWAY STORES #840-1	SEWER LAB SUPPLIES		12.96		
HUGHES GARAGE & AUTO SALES LLC	SEWER EQUIP REPAIR/MAINT		176.55		
STATE HYGIENIC LABORATORY	SEWER LAB TESTS		1,134.00		
INFRASTRUCTURE TECHNOLOGY	SEWER MINOR EQUIPMENT		1,000.00		
IOWA DEPT OF NATURAL RESOURCES	SEWER NPDES ANNUAL FEE		1,275.00		
J&R SUPPLY INC	SEWER SUPPLIES		270.00		
JOHN DEERE FINANCIAL	SEWER REPAIR EQUIPMENT		17.94		
MSA SAFETY SALES LLC	SEWER OSHA SUPPLIES		666.00		
TRI COUNTY PROPANE LLC	SEWER UTILITIES		743.82		
	815 SEWER TOTAL		5,296.27		
	610 SEWER TOTAL		5,296.27		
SANITATION SANITATION					
REPUBLIC SERVICES	DUMPSTER COLLECTIONS		17,245.30		
	840 SANITATION TOTAL		17,245.30		
	670 SANITATION TOTAL		17,245.30		
STORM WATER STORM WATER FUND					

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
STEVE MONK CONSTRUCTION	STORMWATER MAINTENANCE		366.67		
	865 STORM WATER FUND TOTAL		366.67		
	740 STORM WATER TOTAL		366.67		
	Accounts Payable Total		254,910.37		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
001	GENERAL	19,591.45
005	MONTICELLO BERND'S CENTER	8,149.97
012	TOURNAMENT FUND-GEN CKG	1,000.00
015	FIRE	6,429.85
016	AMBULANCE	84.53
018	HOTEL/MOTEL TAX	15,000.00
030	LIBRARY IMPROVEMENT	17.97
041	LIBRARY	630.12
046	AIRPORT	131.65
110	ROAD USE	19,462.13
332	CAPITAL IMPROVEMENT	15,341.83
338	BATY DISC GOLF COURSE	980.00
600	WATER	145,182.63
610	SEWER	5,296.27
670	SANITATION	17,245.30
740	STORM WATER	366.67

	TOTAL FUNDS	254,910.37

MINUTES FOR HEARING ON AND
APPROVAL OF FINANCING
AGREEMENT

435926-43

Monticello, Iowa

August 18, 2025

The City Council of the City of Monticello, Iowa, met on August 18, 2025, at 6:00 p.m., at the Monticello Renaissance Center, Monticello, Iowa.

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

Present: _____

Absent: _____.

This being the time and place specified for taking action on the proposal to enter into a General Fund Equipment Financing Agreement, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there were none. There being no further objections or comments, the Mayor announced that the hearing was closed.

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 follows:

RESOLUTION NO. _____

Resolution approving and authorizing a General Fund Equipment Financing Agreement with payments thereunder in a principal amount not to exceed \$75,000

WHEREAS, pursuant to the provisions of Section 364.4 of the Code of Iowa, the City of Monticello (the “City”), in Jones County, State of Iowa proposes to contract indebtedness and enter into a General Fund Equipment Financing Agreement (the “Financing Agreement”) with payments thereunder in a principal amount not to exceed \$75,000, for the purpose of paying the cost, to that extent, of acquiring camera equipment for use by the municipal police department, and has held a public hearing thereon on August 18, 2025; and

WHEREAS, it is now necessary to authorize and approve the Financing Agreement;

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

Section 1. The Financing Agreement with Axon Enterprise, Inc. (“Axon”), as laid out in a quote prepared by Axon dated July 18, 2025, as presented to and considered by this Council and containing substantially the same terms and provisions set forth therein, is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to make such changes thereto as they, with the advice of legal counsel, deem necessary and to execute and deliver the Financing Agreement and to execute any and all other documents and do any and all things deemed necessary in order to accomplish the purposes of the Financing Agreement and this resolution.

Section 2. The City Council hereby covenants to appropriate to the General Fund, during the term of the Financing Agreement, sufficient funds to make payments due under the Financing Agreement, as such payments become due, in an aggregate amount not to exceed \$75,000. The City hereby pledges the General Fund of the City for the full and prompt payment of the Financing Agreement. Payments shall be made as set forth in the Financing Agreement. In compliance with Section 384.24A of the Code of Iowa, it is hereby found that the maximum annual payments owed under the Financing Agreement, plus any corresponding maximum annual debt service amounts owed on other currently outstanding obligations secured exclusively with the General Fund of the City, does not exceed 10% of the last certified General Fund budget of the City.

Section 3. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved August 18, 2025.

Mayor

Attest:

City Clerk

• • • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF JONES
CITY OF MONTICELLO

SS:

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to the hearing on and approval of a certain Financing Agreement.

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

WITNESS MY HAND this _____ day of _____, 2025.

City Clerk



August 12, 2025

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

RE: CONTRACTOR'S APPLICATION FOR PAYMENT #15 - WASTEWATER
TREATMENT PLANT IMPROVEMENTS – BILL BRUCE BUILDERS, INC

Dear Mayor and City Council:

Enclosed for your review and approval is the Contractor's Application for Payment #15 for work completed on the Wastewater Treatment Plant Improvement Project.

Application for Payment includes costs associated with general conditions, mobilization, concrete reinforcement, cast-in-place concrete, rebar labor, electrical work, plumbing and HVAC installation, SWPPP inspections, grit classifying and washer equipment, sludge press installation, liquid process piping, rotary press installation, and utility materials.

I have reviewed the application for payment and find it in agreement with the work completed to date. I, therefore, recommend approval of the Application for Payment #15 in the amount of **\$822,767.25** to Bill Bruce Builders, Inc.

Respectfully,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Nick Eisenbacher', is written over a horizontal line.

Nick Eisenbacher, P.E.
Project Engineer

Enclosure: Bill Bruce Builders, Inc Contractor's Application for Payment #15

cc: Julie Ford, USDA Rural Development; Russ Farnum and Jim Tjaden City of Monticello

Contractor's Application for Payment

Owner: <u>City of Monticello</u>	Owner's Project No.: <u>120.1109.08</u>
Engineer: <u>Snyder & Associates, Inc.</u>	Engineer's Project No.: <u>120.1109.08</u>
Contractor: <u>Bill Bruce Builders, Inc.</u>	Contractor's Project No.: <u>20231024</u>
Project: <u>Wastewater Treatment Plant (WWTP) Improvements</u>	
Contract: <u>Wastewater Treatment Plant Improvements</u>	
Application No.: <u>15</u> Application Date: <u>8/5/2025</u>	
Application Period: From <u>7/1/2025</u> to <u>7/31/2025</u>	

1. Original Contract Price	\$ 23,448,000.00 -
2. Net change by Change Orders	\$ 990,991.07 -
3. Current Contract Price (Line 1 + Line 2)	\$ 24,438,991.07 -
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 13,218,420.59 -
5. Retainage	
a. <u>5%</u> X <u>\$ 10,081,192.77</u> Work Completed	\$ 504,059.64 -
b. <u>5%</u> X <u>\$ 3,137,227.82</u> Stored Materials	\$ 156,861.39 -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 660,921.03 -
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 12,557,499.56 -
7. Less previous payments (Line 6 from prior application)	11,734,732.31
8. Amount due this application	\$ 822,767.25 -
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 11,881,491.51 -


Contractor's Certification

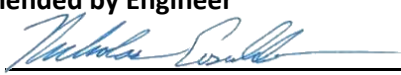
The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: <u>Bill Bruce Builders, Inc.</u>	
Signature: <u></u>	Date: <u>8/5/2025</u>

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Civil Engineer</u>	Title: _____
Date: <u>8/12/2025</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Lump Sum Work

Owner:	City of Monticello
Engineer:	Snyder & Associates, Inc.
Contractor:	Bill Bruce Builders, Inc.
Project:	Wastewater Treatment Plant (WWTP) Improvements
Contract:	Wastewater Treatment Plant Improvements

Contractor's Application for Payment

Owner's Project No:	120.1109.08
Engineer's Project No:	120.1109.08
Contractor's Project No.	20231024

Application No.: 15 From 7/1/2025 to 7/31/2025 Application Date: 07/29/25

ITEM #	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED & STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
			Original Contract					
1	Insurance - Bond	175,724.00	175,724.00			175,724.00	100%	0.00
2	Insurance - Builders Risk	36,000.00	36,000.00			36,000.00	100%	0.00
3	Insurance - General Liability	135,000.00	135,000.00			135,000.00	100%	0.00
4	Preconstruction	12,000.00	12,000.00			12,000.00	100%	0.00
5	General Conditions - 36 Months	2,002,468.00	778,737.54	55,624.11		834,361.65	42%	1,168,106.35
6	Submittals	50,000.00	50,000.00			50,000.00	100%	0.00
7	Concrete Reinforcing	1,207,086.00	455,579.99	238,559.10		694,139.09	58%	512,946.91
8	Cast-In-Place Concrete	950,000.00	306,911.66	5,791.97		312,703.63	33%	637,296.37
9	Rebar Labor	1,000,000.00	205,000.00	120,000.00		325,000.00	33%	675,000.00
10	Concrete - Aeromod	1,610,500.00				0.00	0%	1,610,500.00
11	Concrete - BioSolids	927,500.00	877,500.00			877,500.00	95%	50,000.00
12	Concrete - Generator	12,800.00	12,800.00			12,800.00	100%	0.00
13	Concrete - Controls & UV Building	260,000.00				0.00	0%	260,000.00
14	Concrete - Truck Dump Oil Sand Interceptor	30,000.00				0.00	0%	30,000.00
15	Concrete Paving	130,000.00				0.00	0%	130,000.00
16	Mobilization	300,000.00	135,000.00	55,000.00		190,000.00	63%	110,000.00
17	Placement on Project	179,200.00	78,000.00			78,000.00	44%	101,200.00
18	Digging for Electrical/Concrete around pipes	100,000.00	70,000.00	20,000.00		90,000.00	90%	10,000.00
19	Sluice Gates/Slides Gates Install	50,000.00				0.00	0%	50,000.00
20	Liquid Process Pipe Install	50,000.00				0.00	0%	50,000.00
21	Shaftless Screw Conveyor - Labor	20,000.00	20,000.00			20,000.00	100%	0.00
22	Secondary Containment Scale - Labor	10,000.00				0.00	0%	10,000.00
23	Polymer Blending and Feed Equipment - Labor	10,000.00	10,000.00			10,000.00	100%	0.00
24	Rotary Press System - Labor	20,000.00	20,000.00			20,000.00	100%	0.00
25	Precast Structural Concrete - Engineering	24,000.00	24,000.00			24,000.00	100%	0.00
26	Precast Structural Concrete - Wall Panels	368,127.00	368,127.00			368,127.00	100%	0.00
27	Precast Structural Concrete - 10" Hollow core	96,927.00	96,927.00			96,927.00	100%	0.00
28	Precast Structural Concrete - 8" Hollow core	28,760.00	28,760.00			28,760.00	100%	0.00
29	Precast Structural Concrete - Trucking	16,320.00	5,712.00			5,712.00	35%	10,608.00
30	Precast Structural Concrete - Wash	14,100.00				0.00	0%	14,100.00
31	Precast Structural Concrete - Caulking & Grouting	45,500.00	15,925.00			15,925.00	35%	29,575.00
32	Precast & Steel Erection	199,400.00	55,980.00			55,980.00	28%	143,420.00
33	Masonry	150,000.00	15,000.00			15,000.00	10%	135,000.00
34	Structural Steel Fabrication	199,750.00	107,000.00			107,000.00	54%	92,750.00
35	Rough Carpentry - Labor	66,000.00				0.00	0%	66,000.00
36	Demolition of Metal Panels	12,800.00				0.00	0%	12,800.00
37	Metal Panel Install	45,980.00				0.00	0%	45,980.00
38	EPDM Roofing	192,400.00	176,675.00			176,675.00	92%	15,725.00
39	Sectional Doors	76,462.00	25,487.34			25,487.34	33%	50,974.66
40	FRP Aluminum Hybrid Doors	77,155.00			77,155.00	77,155.00	100%	0.00
41	Aluminum Framed Entrances and Storefronts	30,090.00	4,264.50			4,264.50	14%	25,825.50
42	Painting	124,931.00	49,000.00			49,000.00	39%	75,931.00
43	Specialties	8,030.00				0.00	0%	8,030.00
44	Lab Equipment - End Loader	179,000.00	179,000.00			179,000.00	100%	0.00
45	Lab Equipment - Hotsy Pressure Washer	7,800.00				0.00	0%	7,800.00
46	Refrigerated Composite Sampler	27,500.00				0.00	0%	27,500.00
47	Plumbing / HVAC	499,980.00	265,137.00	44,610.00		309,747.00	62%	190,233.00
48	Electrical - General Conditions (temp power, submittals & Mob)	144,025.00	144,025.00			144,025.00	100%	0.00
49	Electrical - Service Equipment	675,000.00	573,750.00			573,750.00	85%	101,250.00
50	Electrical - Site Work	310,613.00	108,714.52	31,061.29		139,775.81	45%	170,837.19
51	Electrical - Building Power and Equipment	310,612.00	138,714.20	9,318.36		148,032.56	48%	162,579.44
52	Lagoon Sludge Removal	93,900.00	93,900.00			93,900.00	100%	0.00
53	SWPPP Installation	43,795.00	2,758.00			2,758.00	6%	41,037.00
54	SWPPP Inspections	14,600.00	6,200.00	350.00		6,550.00	45%	8,050.00
55	Retaining Walls	43,207.00				0.00	0%	43,207.00

56	MOBILIZATION	219,649.00	142,771.91			142,771.91	65%	76,877.09
57	TOPSOIL STRIP SALVAGE SPREAD	58,971.00	29,485.61			29,485.61	50%	29,485.39
58	SITE GRADING	148,842.00	71,349.00			71,349.00	48%	77,493.00
59	ROCK SURFACING AND SUBBASE	62,214.00				0.00	0%	62,214.00
60	WATER MAIN AND SERVICES	322,021.00	179,571.98			179,571.98	56%	142,449.02
61	PRV VALVE VAULT	61,312.00	32,562.25			32,562.25	53%	28,749.75
62	4" SANITARY FORCE MAIN	34,589.00	26,294.19			26,294.19	76%	8,294.81
63	8" SANITARY GRAVITY MAIN	72,519.00	46,535.04			46,535.04	64%	25,983.96
64	10" SANITARY FORCE MAIN	19,920.00				0.00	0%	19,920.00
65	16" SANITARY GRAVITY MAIN	21,984.00				0.00	0%	21,984.00
66	18" SANITARY GRAVITY MAIN	128,356.00	37,270.00			37,270.00	29%	91,086.00
67	SANITARY MANHOLES	254,293.00	90,775.00			90,775.00	36%	163,518.00
68	MH-11 DIGESTED SLUDGE PS & VV	94,292.00	79,962.09			79,962.09	85%	14,329.91
69	EFFLUENT PS & VV	424,757.00				0.00	0%	424,757.00
70	BYPASS PUMPING	145,830.00				0.00	0%	145,830.00
71	STORM SEWER AND DRAIN TILE	59,390.00				0.00	0%	59,390.00
72	TRUCK DUMP TANK & SANITARY	52,864.00	12,928.37			12,928.37	24%	39,935.63
73	STRUCTURE EXCAVATION	334,347.00	250,760.12			250,760.12	75%	83,586.88
74	STRUCTURE BACKFILL	283,748.00	99,311.36			99,311.36	35%	184,436.64
75	STRUCTURE SUBBASE	204,903.00	163,922.36			163,922.36	80%	40,980.64
76	DEMO	304,279.00	5,878.57			5,878.57	2%	298,400.43
77	DEWATERING	164,411.00	164,411.00			164,411.00	100%	0.00
78	Wall Mounted Walkways - Install	34,000.00				0.00	0%	34,000.00
79	Stop Logs / Stainless Steel Sluices Gates & Slide Gates	94,800.00	52,960.00			52,960.00	56%	41,840.00
80	Split-Clarator Secondary Clarifier	688,417.00		688,417.00		688,417.00	100%	0.00
81	Wall Mounted Aerators	371,879.00		371,879.00		371,879.00	100%	0.00
82	Sludge Management	10,959.00				0.00	0%	10,959.00
83	Plant Process Controls	123,612.00				0.00	0%	123,612.00
84	Wall mounted Walkways	308,612.00		308,612.00		308,612.00	100%	0.00
85	Actuagted Valves	93,971.00				0.00	0%	93,971.00
86	Sluice Gates & Hand Lift Stop Plates	21,206.00				0.00	0%	21,206.00
87	Aeration Blower and Controls	649,681.00				0.00	0%	649,681.00
88	Probe Module & Sensor Probes	19,213.00				0.00	0%	19,213.00
89	Clarifier Algae Control	20,857.00				0.00	0%	20,857.00
90	Bio-P Selector Tank Mixing	65,643.00				0.00	0%	65,643.00
91	Installation Materials and Spare Parts	91,750.00		91,750.00		91,750.00	100%	0.00
92	Manufacturer's Services	14,500.00				0.00	0%	14,500.00
93	Freight	14,400.00				0.00	0%	14,400.00
94	Variable Frequency Motor Controllers / Controls / Submersible Pumps	1,514,000.00	62,749.00	1,432,251.00		1,495,000.00	99%	19,000.00
95	Fabricated Stainless Steel - Labor	100,750.00	25,469.00			25,469.00	25%	75,281.00
96	Fabricated Stainless Steel - Materials	170,000.00	9,706.08	121,266.82		130,972.90	77%	39,027.10
97	Ultraviolet Disinfection Equipment - Placement for Fabrication	45,897.00				0.00	0%	45,897.00
98	Ultraviolet Disinfection Equipment - Submittals	45,897.00	45,897.00			45,897.00	100%	0.00
99	Ultraviolet Disinfection Equipment - Equipment	45,897.00		45,897.00		45,897.00	100%	0.00
100	Ultraviolet Disinfection Equipment - Start-Up	15,299.00				0.00	0%	15,299.00
101	Girt Classifying & Washer	104,099.00		93,689.10		93,689.10	90%	10,409.90
102	Chemical Containments & Scales / Polymer Blending & Feed Equipment Chemical Feed / Shaftless Screw Conveyor	280,527.00	135,627.00	144,900.00		280,527.00	100%	0.00
103	Liquid Process Piping - Man Holes, Valves, and Piping	190,648.00	95,143.77	13,811.86		108,955.63	57%	81,692.37
104	Fournier - Rotary Press Submittals	75,220.95	75,220.95			75,220.95	100%	0.00
104.1	Fournier - Rotary Press	426,252.05	319,689.04	25,073.65		344,762.69	81%	81,489.36
105	Utility Materials - Piping, valves, vaults	931,480.00	253,411.24	8,281.35		261,692.59	28%	669,787.41
Original Contract Totals		\$ 23,448,000.00	\$ 8,372,971.68	\$ 866,070.79	\$ 3,137,227.82	\$ 12,376,270.29	53%	\$ 11,071,729.71

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Monticello
Engineer:	Snyder & Associates, Inc.
Contractor:	Bill Bruce Builders, Inc.
Project:	Wastewater Treatment Plant (WWTP) Improvements
Contract:	Wastewater Treatment Plant Improvements

Owner's Project No:	120.1109.08
Engineer's Project No:	120.1109.08
Contractor's Project No.	20231024

Application No.: 15

From 7/1/2025 to 7/31/2025

Application Date: 07/29/25

A	B	C	D	E	F	G	H	I
ITEM #	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED & STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
Change Orders								
1	Unsuitable Soils	763,990.30	745,024.10			745,024.10	98%	18,966.20
2	RFI 23	(19,455.71)				0.00	0%	(19,455.71)
	RFI 21	6,027.74	6,027.74			6,027.74	100%	0.00
	RFI 25	1,174.68	1,174.68			1,174.68	100%	0.00
	ITC 07 & 08	6,123.97				0.00	0%	6,123.97
3	Controls Integration	169,986.52	40,000.00			40,000.00	24%	129,986.52
	RFI #35	4,496.10	4,496.10			4,496.10	100%	0.00
	RFI #38	8,242.36	8,242.36			8,242.36	100%	0.00
	ITC 09	14,670.54	14,670.54			14,670.54	100%	0.00
	Relocate VFDs to Screen Building	12,708.75	12,708.75			12,708.75	100%	0.00
4	ITC #13 (CR #18)	9,806.03	9,806.03			9,806.03	100%	0.00
	Unsuitable Soils - watermain and sewer main around the Site (CR#19)	13,219.79				0.00	0%	13,219.79
Change Order Totals		\$ 990,991.07	\$ 842,150.30	\$ -	\$ -	\$ 842,150.30		\$ 148,840.77
Original Contract and Change Orders								
Project Totals		\$ 24,438,991.07	\$ 9,215,121.98	\$ 866,070.79	\$ 3,137,227.82	\$ 13,218,420.59		\$ 11,220,570.48

Stored Materials Summary										Contractor's Application for Payment		
<div>Owner: City of Monticello</div> <div>Engineer: Snyder & Associates, Inc.</div> <div>Contractor: Bill Bruce Builders, Inc.</div> <div>Project: Wastewater Treatment Plant (WWTP) Improvements</div> <div>Contract: Wastewater Treatment Plant Improvements</div>										<div>Owner's Project No: 120.1109.08</div> <div>Engineer's Project No: 120.1109.08</div> <div>Contractor's Project No. 20231024</div>		
Application No.: 11 Application Period: From 7/1/2025 to 7/31/2025										Application Date: 07/29/25		
A	B	C	D	E	F	G	H	I	J	K	L	M
ITEM NO. LUMP SUM TAB	SUPPLIER INVOICE NO.	SUBMITTAL NO. (WITH SPECIFICATION SECTION NO)	DESCRIPTON OF MATERIALS OR EQUIPMENT STORED	STORAGE LOCATION	APPLICATION NO NO. WHEN MATERIALS PLACED IN STORAGE	MATERIALS STORED			INCORPOATED IN WORK		TOTAL AMOUNT INCORPOATED IN THE WORK (J+K) (\$)	MATERIALS REMAINING IN STORAGE (I-L) (\$)
						PREVIOUS AMOUNT STORED (\$)	AMOUNT STORED THIS PERIOD (\$)	AMOUNT STORED TO DATE (G+H) (\$)	AMOUNT PREVIOUSLY INCORPORATED IN THE WORK (\$)	AMOUNT INCORPORATED IN THE WORK THIS PERIOD (\$)		
26	Pay App #1		Wall Panels	Advanced Precast	1	130,359.00		130,359.00	\$ 130,359.00		130,359.00	0.00
28	Pay App #2		8" Hollowcore	Advanced Precast	1	28,760.00		28,760.00	\$ 28,760.00		28,760.00	0.00
49	Pay App #1		Service Equipment - Electrical Distribution Storage	Westphal & Company	2	40,500.00		40,500.00	\$ 40,500.00		40,500.00	0.00
49	Pay App #2		Service Equipment - Electrical Distribution Storage	Westphal & Company	2	25,878.74		25,878.74	\$ 25,878.74		25,878.74	0.00
96	Pay App #1		Fabricated Stainless Steel - Materials	Dubuque Plumbing & Heating	3	92,818.94		92,818.94			0.00	92,818.94
40	Pay App #1		FRP Aluminum Hybrid Doors	Opening Specilists, Inc	3	17,226.22		17,226.22			0.00	17,226.22
49	Pay App #2		Fabricated Stainless Steel - Materials	Dubuque Plumbing & Heating	4	15,097.90		15,097.90			0.00	15,097.90
40	Pay App #2		FRP Aluminum Hybrid Doors	Opening Specilists, Inc	4	52,780.00		52,780.00			0.00	52,780.00
49	Pay App #3		Fabricated Stainless Steel - Materials	Dubuque Plumbing & Heating	5	13,349.98		13,349.98			0.00	13,349.98
99	Pay App #6		Ultraviolet Disinfection Equipment	Enaqua	6	45,897.00		45,897.00			0.00	45,897.00
80	Pay App #1		Split-Clarator Secondary Clarifier	Aero-Mod	7	688,417.00		688,417.00			0.00	688,417.00
84	Pay App #1		Wall mounted Walkways	Aero-Mod	7	308,612.00		308,612.00			0.00	308,612.00
40	Pay App #3		FRP Aluminum Hybrid Doors	Opening Specilists, Inc	7	7,148.78		7,148.78			0.00	7,148.78
81	Pay App #2		Wall Mounted Aerators	Aero-Mod	8	371,879.00		371,879.00			0.00	371,879.00
91	Pay App #2		Installation Materials and Spare Parts	Aero-Mod	8	91,750.00		91,750.00			0.00	91,750.00
94	28374		Variable Frequency Motor Controllers / Controls / Sub	Electric Pump	8	926,601.00		926,601.00			0.00	926,601.00
94	30385		Variable Frequency Motor Controllers / Controls / Sub	Electric Pump	11	505,650.00		505,650.00			0.00	505,650.00
								0.00			0.00	0.00
								0.00			0.00	0.00
Totals						\$ 3,362,725.56	\$ -	\$ 3,362,725.56	\$ 225,497.74	\$ -	\$ 225,497.74	\$ 3,137,227.82

City of Monticello, Iowa

RESOLUTION

Approving Pay Request #15 to Bill Bruce Builders, Inc., Re: Wastewater Treatment Plant Improvement Project in the amount of \$822,767.25

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

WHEREAS, Bill Bruce Builders, Inc. contracted with the City for the construction of public improvements described in general, as construction of the Wastewater Treatment Facility Improvements Project, and

WHEREAS, Bill Bruce Builders, Inc. has submitted their fifteenth pay request in the amount of \$822,767.25, which has been reduced by the contractually agreed upon 5% retainer, and

WHEREAS, The Council finds that the pay request is supported by the work completed and that the City Engineer has recommended approval of said pay request.

NOW THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the fourteenth pay request from Bill Bruce Builders, Inc., in the amount of \$822,767.25, same reflecting the maintenance of a 5% retainer in the cumulative total amount of \$660,921.03 for work completed and stored materials.

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 18th day of August 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 8/18/25
Preparer: Jacob Oswald



Agenda Item: # 4
Agenda Date: 8/12/25

Communication Page

Agenda Items Description: Full Time Recreation and Facilities Coordinator - Parks and Recreation

Type of Action Requested: Resolution

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis:

Parks and Recreation Director, Jacob Oswald, and three park board members interviewed candidates for the vacant Recreation and Facilities Coordinator position.

Background Information:

Milo Breitbach has been offered and accepted the position of Recreation Coordinator at a salaried rate of \$45,500. Milo holds a Bachelor of Science and Master of Arts in Sports and Recreation Management from the University of Iowa. His previous experience includes stints with the City of Coralville Parks and Recreation as well as various youth camps across the country. In these roles, he has overseen recreational programming, been a site manager for a before and after school program, led groups on outdoor adventures in hiking, biking, canoeing and kayaking, and most recently led programming at an overnight camp in Pennsylvania.

Staff Recommendation:

A motion to approve the hiring of Recreation Coordinator.

City of Monticello, Iowa

RESOLUTION

Approving the hiring of Milo Breitbach as Monticello Park and
Recreation Superintendent of Parks and Facilities

WHEREAS, The Park and Recreation Director Jacob Oswald and three Park board members, interviewed candidates for the position of Monticello Park and Recreation Superintendent of Parks and Facilities and unanimously agreed that the position should be offered to Milo Breitbach, and

WHEREAS, The Park and Recreation Director offered the position to Milo Breitbach subject to City Council approval and he accepted, and

WHEREAS, The City Council finds that the decision of the Park and Recreation Director, in consultation with the committee to hire Milo Breitbach as the Monticello Park and Recreation Superintendent of Parks and Facilities should be approved, and

WHEREAS, The City Administrator has also shared with the Council the proposed salaried rate of \$45,500, and the Council finds the proposed wages to be appropriate.

NOW, THEREFORE, The Council hereby authorizes the hiring of Milo Breitbach as the Monticello Park and Recreation Superintendent of Parks and Facilities with salaried rate as proposed by the City Administrator and as set forth subsequently herein.

IN TESTIMONY WHEREOF, I have hereunto
subscribed my name and caused the Great Seal of the
City of Monticello, Iowa to be affixed hereto. Done
this 18th day of August, 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting Prep. Date: 8/13/2025 Preparer: Russell Farnum		Agenda Item: # 5 Agenda Date: 08/18/2025
--	--	---

Communication Page

Agenda Items Description: Resolution authorizing and approving a certain Loan Agreement, providing for the issuance of \$1,965,000 General Obligation Sewer Improvement Bonds, Series 2025, and providing for the levy of taxes to pay the same

Type of Action Requested: Resolution and Proceedings

Attachments & Enclosures:

Resolution

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Summary: The City, through its financial advisor Matt Stoffel of PFM, has offered up the 2025 GO bond for the Stephen Sewer project.

This is the final authorization to close the bond process.

The Council action requested would be to approve the Loan Agreement, providing for the issuance of \$1,965,000 General Obligation Sewer Improvement Bonds, Series 2025.

Recommendation: Council discussion and approval is recommended.

MINUTES TO PROVIDE FOR THE
ISSUANCE OF BONDS

435926-42

Monticello, Iowa

August 18, 2025

The City Council of the City of Monticello, Iowa, met on August 18, 2025, at ____ o'clock
____.m., at the _____,
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 resolution hereinafter next set out and moved that the resolution be adopted,
seconded by Council Member _____. After due consideration, the
Mayor put the question on the motion and the roll being called, the following named Council
Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. _____

Resolution authorizing and approving a certain Loan Agreement, providing for the issuance of \$1,965,000 General Obligation Sewer Improvement Bonds, Series 2025, and providing for the levy of taxes to pay the same

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 (the “Projects”); 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”) in evidence of the obligation of the City under the Loan Agreement, and the City has made provision for the approval of the P.O.S. and has authorized its use by PFM Financial Advisors LLC, as municipal advisor to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of BOK Financial Securities, Inc., Dallas, Texas (the “Purchaser”), is the best, such bid proposing the lowest interest cost to the City for the Bonds; and

WHEREAS, the Purchaser has executed a certain official bid form/sale agreement (the “Sale Agreement”) with respect to the Loan Agreement and the Bonds, and the City Council has previously approved the Sale Agreement and has made provision for its execution and delivery; and

WHEREAS, the City Council deems it advisable to approve a commitment for municipal bond insurance policy issued by Build America Mutual Assurance Company (the “Bond Insurer”), New York, New York, with respect to the Bonds; and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

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

Section 1. The City shall enter into the Loan Agreement with the Purchaser, in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$1,965,000, for the purpose or purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved. The Mayor and City Clerk are authorized and directed to execute and deliver any necessary documents to carry out the purposes of this resolution, including without limitation closing and tax certificates.

Furthermore, the Bond Insurer is hereby approved, and the Mayor and the City Clerk (or their acting designees) are hereby authorized to execute and deliver any and all agreements, documents and instruments required related to the issuance of the municipal bond insurance related to the Bonds. The Bond Insurer is a third party beneficiary under this resolution. Any insurance provisions required by the Bond Insurer to be included in this resolution and set forth in its commitment are hereby made a part of this resolution and incorporated herein, and the City Clerk (or designee) is authorized to attach a copy of such insurance provisions, if required, to this resolution.

Section 2. The Bonds, in the aggregate principal amount of \$1,965,000, are hereby authorized to be issued in evidence of the City's obligations under the Loan Agreement. The Bonds shall be dated September 2, 2025, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bear interest at the respective rates as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>
2027	\$100,000	5.000%	2033	\$135,000	5.000%
2028	\$105,000	5.000%	2034	\$140,000	4.000%
2029	\$110,000	5.000%	2036	\$305,000	4.000%
2030	\$115,000	5.000%	2038	\$335,000	4.000%
2031	\$120,000	5.000%	2040	\$370,000	4.000%
2032	\$130,000	5.000%			

Section 3. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent." The City shall enter into an agreement (the "Registrar/Paying Agent Agreement") with the Registrar, in substantially the form as has been placed on file with the City Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in each of the years 2034 to 2040, inclusive, prior to and in any order of maturity on June 1, 2033, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

Principal of the Bond maturing on June 1, 2036, is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2035, at a redemption price of 100% of the principal

amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2035	\$150,000
2036	\$155,000 (Maturity)

Principal of the Bond maturing on June 1, 2038, is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2037, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2037	\$165,000
2038	\$170,000 (Maturity)

Principal of the Bond maturing on June 1, 2040, is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2039, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2039	\$180,000
2040	\$190,000 (Maturity)

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent, provided that such notice of cancellation is to be made at least five days prior to the date fixed for redemption. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2025. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of

business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

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

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

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

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

Section 4. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Bonds shall be in substantially the following form:

(Form of Bond)

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

GENERAL OBLIGATION SEWER IMPROVEMENT BOND, SERIES 2025

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
_____ %	June 1, _____	September 2, 2025	614410__

The City of Monticello (the “City”), in Jones County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2025, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Sewer Improvement Bonds, Series 2025 (the “Bonds”) issued by the City to evidence its obligation under a certain loan agreement, dated as of September 2, 2025 (the “Loan Agreement”), entered into by the City for the purpose of paying the costs, to that extent, of undertaking improvements to the municipal sanitary sewer system.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2025, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council adopted on August 18, 2025, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in each of the years 2034 to 2040, inclusive, prior to and in any order of maturity on June 1, 2033, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000. Principal of the Bonds maturing on June 1 in the years 2036, 2038, and 2040 are subject to mandatory redemption (by lot, as selected by the Registrar) on June 1 in the years 2035; 2037; and 2039, in accordance with the mandatory redemption schedules set forth in the Resolution at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent, provided that such notice of cancellation is to be made at least five days prior to the date fixed for redemption. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

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

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

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

IN TESTIMONY WHEREOF, the City of Monticello, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, all as of September 2, 2025.

CITY OF MONTICELLO, IOWA

By: (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Clerk

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned resolution.

UMB BANK, N.A.
West Des Moines, Iowa
Registrar

By: (Signature)
Authorized Officer

ABBREVIATIONS

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

TEN COM	-	as tenants in common	UTMA	_____
TEN ENT	-	as tenants by the entireties		(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____
				(Minor)
			under Uniform Transfers to Minors Act	_____
				(State)

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

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to UMB Bank, n.a., West Des Moines, Iowa or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Resolution or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Resolution, at laws or in equity.

ASSIGNMENT

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

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

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

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

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

Section 6. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Underwriter, as determined by the City Council, upon receipt of the loan proceeds, (\$2,052,482.65) including the original issue premium (\$87,482.65), (the “Loan Proceeds”), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects. The Loan Proceeds shall be used to pay the costs of issuance of the Bonds and to carry out the Projects.

A portion of the Loan Proceeds (\$34,080.25) shall be retained by the Underwriter as the Underwriter’s Discount, and a portion thereof (\$13,400.00) shall be used by the Underwriter to pay the Bond Insurer.

A portion of the Loan Proceeds (\$1,973,952.40) received from the sale of the Bonds shall be deposited in a dedicated fund (the “Project Fund”), which is hereby created, to be used for the payment of costs of the Projects and to the extent that any such proceeds (the “Project Proceeds”) remain after the full payment of the costs of the Projects, such Project Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The remainder of the Loan Proceeds (\$44,450.00) (the “Cost of Issuance Proceeds”), received from the sale of the Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

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

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$186,750;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$186,750;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$186,500;

For collection in the fiscal year beginning July 1, 2029,
sufficient to produce the net annual sum of \$186,000;

For collection in the fiscal year beginning July 1, 2030,
sufficient to produce the net annual sum of \$185,250;

For collection in the fiscal year beginning July 1, 2031,
sufficient to produce the net annual sum of \$189,250;

For collection in the fiscal year beginning July 1, 2032,
sufficient to produce the net annual sum of \$187,750;

For collection in the fiscal year beginning July 1, 2033,
sufficient to produce the net annual sum of \$186,000;

For collection in the fiscal year beginning July 1, 2034,
sufficient to produce the net annual sum of \$190,400;

For collection in the fiscal year beginning July 1, 2035,
sufficient to produce the net annual sum of \$189,400;

For collection in the fiscal year beginning July 1, 2036,
sufficient to produce the net annual sum of \$193,200;

For collection in the fiscal year beginning July 1, 2037,
sufficient to produce the net annual sum of \$191,600;

For collection in the fiscal year beginning July 1, 2038,
sufficient to produce the net annual sum of \$194,800; and

For collection in the fiscal year beginning July 1, 2039,
sufficient to produce the net annual sum of \$197,600.

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

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including sanitary sewer utility revenues,² 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 Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and

when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

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

The City hereby designates the Bonds as “Qualified Tax Exempt Obligations” as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 11. The Securities and Exchange Commission (the “SEC”) has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”) that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved August 18, 2025.

Mayor

Attest:

City Clerk

• • • •

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

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 as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution authorizing a certain Loan Agreement and providing for the issuance of \$1,965,000 General Obligation Sewer Improvement Bonds, Series 2025, of the City evidencing the City's obligation under the Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to issue such bonds or to levy taxes to pay the principal thereof and interest thereon.

WITNESS MY HAND this _____ day of _____, 2025.

City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA
JONES COUNTY

SS:

I, the undersigned, County Auditor of Jones County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2025, the City Clerk of the City of Monticello, Iowa, filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on August 18, 2025, entitled: "Resolution authorizing and approving a certain Loan Agreement, providing for the issuance of \$1,965,000 General Obligation Sewer Improvement Bonds, Series 2025, and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

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

WITNESS MY HAND this _____ day of _____, 2025.

County Auditor

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Monticello, Iowa (the “Issuer”), in connection with the issuance of \$1,965,000 General Obligation Sewer Improvement Bonds, Series 2025 (the “Bonds”), dated September 2, 2025. The Bonds are being issued pursuant to a resolution of the Issuer approved on August 18, 2025 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) To the extent such information is customarily prepared by the Issuer and is made publicly available, not later than June 30 (the “Submission Deadline”) of each year following the end of the 2024-2025 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The **Audited Financial Statements** of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited

financial statements are not yet available, and the audited financial statements shall be filed on EMMA when they become available.

(b) other financial information and operating data regarding the Issuer of the type presented in the final official statement distributed in connection with the primary offering of the Bonds; provided, however, other than information included in its audited financial statements, the Issuer does not customarily prepare or make publicly available, most of the information in the final official statement, and accordingly no financial information or operating data (other than that normally included in the audited financial statements) will be provided by the Issuer in the Annual Report other than the following:

NONE

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14), or (15) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on

EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12), or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be PFM Financial Advisors LLC.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: September 2, 2025

CITY OF MONTICELLO, IOWA

By _____
Mayor

Attest:

By _____
City Clerk

REGISTRAR / PAYING AGENT AGREEMENT

THIS AGREEMENT is made and entered into this September 2, 2025 (the “Dated Date”), by and between the City of Monticello, Iowa, hereinafter called “ISSUER”, and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the “AGENT”.

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the “Bond Document” certain Bonds, certificates, Bonds and/or other debt instruments, more particularly described as \$1,965,000 General Obligation Sewer Improvement Bonds, Series 2025 hereinafter called the “Bonds”; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.
2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:
 - a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
 - b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
 - c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and
 - d) Unless Paragraph 20 hereof is applicable, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of

officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds and delivery of notices shall be subject to the provisions of the Bond Document, and for all other purposes. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. Unless the Bond Document provides otherwise, in the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event of payment of interest, the principal amount of and redemption premium, if any, by electronic transfer, the AGENT shall make payment by such means, at the expense of the ISSUER, pursuant to written instructions from the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. In case of any request or demand for inspection of the registry of owners or other related records maintained by the AGENT, the AGENT may be entitled to receive appropriate instructions from the ISSUER before permitting or refusing such inspection. The AGENT reserves the right, however, to only permit such inspection at a location and at such reasonable time or times designated by the Agent.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the Issuer shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the Issuer and Agent in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees.

18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

- a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.
- b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.
- c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.
- d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document, and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any

obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). To the extent permitted by law, the ISSUER agrees to indemnify the AGENT for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. To the extent that the ISSUER may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the ISSUER irrevocably agrees not to claim, and it hereby waives, such immunity in connection with any suit or other action brought by the AGENT to enforce the terms of the Bond Document or this Agreement. The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. The name "UMB Bank, n.a." shall include its successor or successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor or successors of any such surviving or new corporation, and any corporation to which the corporate trust business of said Bank may at any time be transferred.

25. All notices, demands, and request required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by email or electronic means and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:	UMB Bank, n.a. Attn: Corporate Trust & Escrow Services 7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266
--------------	--

If to ISSUER:	City of Monticello, Iowa Attn: City Clerk 200 East 1st Street Monticello, Iowa 52310-1501
---------------	--

26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles,

electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

28. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the Issuer and the Paying Agent, the Paying Agent shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the Issuer and the Paying Agent. The Paying Agent shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands on the Dated Date.

CITY OF MONTICELLO, IOWA

Mayor

Attest:

City Clerk

UMB BANK, N.A., as PAYING AGENT/REGISTRAR

By: _____
Authorized Signatory



PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION

- | | |
|--------------------------------------|----------------------------|
| • Book Entry Bonds | \$300 initial/\$600 annual |
| • Registered/Private Placement Bonds | \$750 initial/\$600 annual |

* Initial Fees charged at Closing

* Annual Fees charged in arrears month of closing

ADDITIONAL SERVICES

- | | |
|-------------------------------------|------------------------------|
| • Placement of CDs or Sinking Funds | \$500 per set up/outside UMB |
| • Late Payments | \$100 |
| • Optional or Partial Redemption | \$300 |
| • Mandatory Redemption | \$100 |
| • Early Termination/Full Call | \$500 |
| • Paying Costs of Issuance | \$500 one-time fee |

SERVICES AVAILABLE UPON REQUEST

- | | |
|-----------------------|----------------|
| • Dissemination Agent | \$1,000 annual |
|-----------------------|----------------|

CHANGES IN FEE SCHEDULE

UMB Bank, N.A. reserves the right to renegotiate this fee schedule

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

LOAN AGREEMENT

This Loan Agreement is entered into as of September 2, 2025, by and between the City of Monticello, Iowa (the "City"), and BOK Financial Securities, Inc., Dallas, Texas (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$1,965,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Sewer Improvement Bonds, Series 2025 in the aggregate principal amount of \$1,965,000 (the "Bonds").

2. The City has adopted a resolution on August 18, 2025 (the "Resolution"), authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or on behalf of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated September 2, 2025, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF MONTICELLO, IOWA

By _____
Mayor

Attest:

City Clerk

BOK FINANCIAL SECURITIES, INC.
Dallas, Texas

By _____
(Signature)

(Print Name and Title)

City Council Meeting
Prep. Date: 08/11/2025
Preparer: Russell Farnum



Agenda Item: # 6
Agenda Date: 08/18/2025

Communication Page

Agenda Items Description: Discussion and Possible Motion on Sacred Heart use of Alley

Type of Action Requested: Motion (Direction)

Attachments & Enclosures:

Sample Agreement

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Summary: The City has been working with Sacred Heart School to improve traffic flow for parent/student drop-offs and use of the alley between Cedar and Sycamore Street near 3rd Street. Council asked us to bring the discussion of the alley back at this Council meeting for more discussion.

If the Council is interested in blocking off the alley and allowing Sacred Heart School to use it exclusively for their pedestrian use, loading and unloading, and play area, the City has 3 choices:

1. Just allow it without formal documentation, which creates problems with liability, equity from other potential users (including neighboring properties) and potential adverse possession claims;
2. Vacate the alley, which creates long-term issues if the school's use of the property goes away, or if the City ever needed it for utility connections or other improvements;
3. Grant a License Agreement to Sacred Heart, allowing it to use the alley under certain conditions and restrictions.

The License Agreement is recommended, a sample is attached which has not yet been altered to suit the needs of this situation, but gives an idea of the requirements.

If Council directs staff to pursue the License Agreement, we will work with Sacred Heart to finalize details and bring the agreement back to Council for final approval.

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement") is made as of this ____ day of ____, 2025, by and between the CITY OF MONTICELLO, IOWA ("Licensor"), and _____ (together with permitted Licensees herein "Licensee").

WITNESSETH:

WHEREAS, Licensor desires to license to Licensee the approximately ____ portion of City right-of-way to the _____ of Licensee Property, described below (the "Premises" as shown on Exhibit A appended hereto); and

WHEREAS, Licensee desires to license the Premises from Licensor.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Licensor and Licensee agree as follows:

1. Licensed Area. Licensor grants to Licensee, and Licensee accepts from Licensor, a revocable license (the "License") to use the Premises subject to the terms and conditions contained herein.
2. Term. The term of the License (the "Term") granted hereby shall commence on the date hereof (the "Commencement Date") and shall continue, thereafter, until the earlier to occur of
 - (i) Licensee may elect, in its sole discretion, to terminate this License at any time by delivery of not less than ten (10) days prior written notice to Licensor of such election (a "Termination Notice"); or
 - (ii) Licensor may elect, in its sole discretion, to terminate this License at any time by delivery of not less than sixty (60) days prior written notice to the Licensee of such election by a Termination Notice.
3. License Fee. There shall be no license fee for the use of the Premises under this License, other than Licensee's obligation to pay for any costs or expenses for any repairs or maintenance to the Premises, including snow removal and/or mowing when and where appropriate. The parties acknowledge and agree that the consideration contained in this Agreement, including the mutual obligations and commitments of each party of this Agreement, is acknowledged as sufficient consideration for the purposes of this Agreement.
4. Permitted Use. The Premises shall only be used for the temporary parking of employee or customer vehicles related to the business use of the Licensee business located at _____, Monticello, Iowa, and for no other purpose. Licensee shall have access to the Premises only in the area designated on Exhibit A, subject to such reasonable rules and regulations Licensor shall establish. Licensee and Licensor acknowledge and agree that Licensor has no obligation to provide fencing, security, lighting or any other service or improvement to any such property or the Premises.
 - a. In furtherance of the above rights granted Licensee, Licensee shall be permitted to install asphalt for purposes of said vehicular parking within the Premises, the asphalt to be installed in accordance with City of Monticello Ordinances and Design Standards and appropriately permitted.

- b. Licensee agrees, upon the termination of this License, to remove all asphalt installed within or on the Premises absent written agreement, approved by the City of Monticello City Council, to allow said asphalt to remain on the Premises after termination.
5. Condition of Premises. Licensors has made no representation as to the condition of the Premises or the fitness or suitability of the Premises for any particular use, and Licensee shall accept the Premises in its “as is” condition.
6. Right to Enter. Licensors, its agents, consultants or employees may enter the Premises at reasonable times including normal business hours, and at any time in the event of an emergency.
7. Insurance.
 - (a) *Licensee’s Liability Insurance.* Licensee shall procure at its cost and expense and maintain throughout the Term hereof, comprehensive commercial general liability insurance applicable to the Premises with a minimum combined single limit of liability of \$1,000,000. Such liability insurance shall include, without limitation, product and completed operations liability insurance, damage to rented premises coverage, the coverage as reflected on the attached Exhibit B (“Certificate of Liability Insurance”), and such coverage as Licensors may reasonably require from time to time.
 - (b) *Form of Policies.* Licensee’s insurance shall be issued by companies authorized to do business in the State of Iowa. All insurance policies required to be carried by Licensee under this Agreement shall (i) name Licensors as additional insured, (ii) be written on an “occurrence” basis, (iii) provide that Licensors shall receive thirty (30) days’ notice from the insurer before any cancellation or change in coverage, and (iv) contains a provision that no act or omission of Licensee shall affect or limit the obligation of the insurer to pay the amount of any loss sustained. Each such policy shall contain a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Licensors. Licensee shall deliver reasonably satisfactory evidence of such insurance to Licensors on or before the Commencement Date, and thereafter at least thirty (30) days before the expiration date of expiring policies. Licensee shall deliver to Licensors ACORD certificates evidencing such policies. The limits of the insurance required under this Agreement shall not limit the liability of Licensee.
 - (c) *Compliance with Insurance Requirements.* Licensee shall not do anything or suffer or permit anything to be done, in or about the Premises that shall invalidate or be in conflict with provisions of any fire or other insurance policies carried by Licensors.
 - (d) *Waiver of Subrogation.* Notwithstanding anything to the contrary in this Agreement, Licensors and Licensee mutually waive their respective rights of recovery against each other and each other’s officers, directors, members, constituent partners, agents and employees.
8. Compliance with Law. Licensee, at its expense, shall comply with all applicable laws, ordinances, orders, rules and regulations of any governmental authority having jurisdiction, whether now or hereafter in effect (“Applicable Law”), which pertain to the Premises or Licensee’s use thereof, and all Applicable Laws affecting the physical condition of the Premises or the particular manner in which Licensee uses, the Premises, and all Applicable Laws pertaining to air or water quality,

the use, storage or disposal of any hazardous substance, pollutant or other contaminants, waste disposal, air emissions and other environmental matters, including, but not limited to, the Industrial Site Recovery Act ("ISRA"). Notwithstanding anything in this Agreement to the contrary, nothing contained in the License Agreement shall be construed to place any remedial obligations on Licensee for any environmental conditions existing on the Property at the time of execution of this Agreement.

9. Indemnification.

(a) Licensee hereby agrees to defend, indemnify and hold Licenser, its partners, members, stockholders, officers, directors, employees, agents, contractors harmless from and against any and all loss, liability, cost or expense (including, but not limited to, reasonable fees of attorneys) in any way arising out of or in connection with the Licensee's use or occupancy of the Premises, or in any way arising out of any Licensee's activities in or about the Premises or the property, or those of Licensee's agents, employees, licensees, contractors or invitees, and from all costs, expenses and liabilities (including, but not limited to, court costs and reasonable attorneys' fees) incurred by Licenser in connection therewith, excepting however liability caused by or resulting from the negligence, gross negligence or willful misconduct of Licenser or its agents, employees, licensees or contractors. Licensee's obligations under this paragraph 9(a) shall survive the termination of this Agreement.

(b) Licenser hereby agrees that Licenser shall indemnify, defend, and hold Licensee and its members, officers, directors, employees and agents harmless from an against any and all loss, damage, costs, expenses and liabilities, including reasonable attorney's fees, arising as a result of Licenser's negligent, grossly negligent acts or omissions, or willful misconduct, or those of Licenser's agents, employees, licensees, contractors or invitees.

10. Licensee's Risk. Licensee shall, at all times during the Term hereof and for such further time as Licensee shall occupy the Premises or any part thereof, keep all effects and property of every kind, nature and description of Licensee and of all persons coming by, through or under Licensee which, during the continuance of this Agreement or any occupancy of the Premises by Licensee or anyone claiming under Licensee, may be in the Premises, at the sole risk and hazard of Licensee, and if the same shall be lost or damaged by any cause other than by the negligent, grossly negligent action or omission or willful acts of Licenser, no part of said loss or damage is to be charged to or to be borne by Licenser, and Licenser is hereby released form all liability in connection thereof.

11. Yield Up; Holdover. Upon termination, Licensee will remove from the Premises all Licensee's personal property, and asphalt improvements installed by or on behalf of Licensee during the Term hereof, unless authorized to remain by the Monticello City Council, and repair all injury done by or in connection with installation or removal of said property and surrender the Premises in as good a condition as it was at the beginning of the Term. All property of Licensee, including asphalt improvements, remaining in or on the Premises without Licenser's consent after termination of the Term shall be deemed conclusively abandoned and may be removed by Licenser, and Licensee shall reimburse Licenser for the reasonable cost of removing the same and for any repair of the Premises or the property as a result of such removal. Nothing in the provision of this Paragraph 11 shall constitute Licenser's consent to any holdover by Licensee or shall impair Licenser's right to evict Licensee or exercise Licenser's other rights and remedies under this Agreement or under

applicable law on account of any holdover.

12. Assignment. Licensee shall not assign, pledge, or otherwise transfer its rights under this Agreement in whole or in part, whether voluntarily, involuntarily or by operation of law, nor shall Licensee have the right to sublicense all or any portion of the Premises; provided, however, that the parties expressly acknowledge and agree that any other affiliated or related entity of Licensee, shall be a permitted Licensee and/or sublicensee under this Agreement.
13. Alterations. Licensee shall not make any installation, alteration or addition in, on or about the Premises without on each occasion obtaining the prior written consent of Licenser which may be granted or withheld at the Licenser's sole discretion, unless explicitly permitted by the terms of this Agreement. If Licenser shall consent to any such alterations, Licensee will use only contractors or workers consented to by Licenser in writing prior to the time such work commences. Licenser may condition its consent upon its receipt of acceptable lien waivers and certificates of insurance from such contractors or workmen. Licensee shall promptly discharge any lien or claim of lien for material or labor claimed against the Premises or building, or both, by such contractors or workmen if such claim should arise and hereby indemnifies and holds Licenser harmless from and against any and all losses, costs, damages, expenses or liabilities including, but not limited to, attorney's fees, incurred by Licenser, as result of or in any way related to such claims or such liens. Licensee's obligations under this Paragraph 13 shall survive the termination of this Agreement.
14. Casualty or Condemnation. In the event of a casualty or condemnation which renders all or a part of the Premises unusable by Licensee, either Licensee or Licenser may elect to terminate this Agreement by giving not less than 10 days' written notice to the other of such termination.
15. Maintenance; Nuisance, Etc.. Licensee shall keep and maintain the Premises in good and safe order and repair. Licensee shall not injure, deface or otherwise harm the Premises or the property; nor commit any nuisance; nor make, allow or suffer an waste; nor interfere with or disturb the quiet enjoyment of the use of the property or any portion thereof by any other licensee or tenants in the property; nor make any use of the Premises which is improper, offensive or contrary to any law or ordinance or which will invalidate or increase the premiums for any of Licenser's insurance. Licensee shall repair any and all damage to the Premises caused by Licensee or its agents, employees or contractors, which obligation shall survive the termination of this Agreement.
16. Hazardous Materials.
 - (a) "Hazardous Substance" shall mean any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority having jurisdiction. The term "Hazardous Substance" includes, without limitation, any material or substance which is (i) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC Section 1317), (ii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 USC Section 6901 et seq. (42 USC Section 6903), (iii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Section 9601 et seq. (42 USC Section 9601, (iv) petroleum or (v) asbestos or asbestos, containing materials.

(b) Licensee shall not cause, suffer, or allow any Hazardous Substances to be brought upon, kept, used, discharged deposited or leaked on or about the Premises or the property by Licensee or any of Licensee's contractors, employees or invitees (other than Licensor or its agents, employees or contractors). If the obligations imposed by the preceding sentence are breached, or if the presence of any Hazardous Substance on the Premises or the Property caused by Licensee or any of Licensee's contractors, employees or invitees (other than Licensor's or its agent, employees or contractors) results in contamination of the Premises or the property, then Licensee shall indemnify, defend and hold Licensor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, expenses, and losses, including without limitation, diminution in value of the property, damages for the loss or restriction on use of leasable space or if any amenity of the property, damages rising from any adverse impact on marketing of space and sums paid in settlement of claims, attorneys' fees, consult fees and expert fees) which arise during or after the Term if as a result of such contamination. This indemnification shall include without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivisions because of any Hazardous Substance present in the soil or groundwater or un under the Premise or the property. Licensee' obligations under this Paragraph 16 shall survive the termination of this Agreement.

17. Default. Licensee's failure to observe or perform any covenant or agreement contained herein on Licensee's part to be observed or performed, after Licensor shall have given Licensee ten (10) business days written notice of such non-observance of non-performance, shall constitute a default hereunder. In the event of default hereunder, in addition to all other remedies available at law or in equity, Licensor shall be entitled to immediately revoke the license granted herein. In such event Licensor may, without further notice and without prejudice to any other remedy Licensor may have at law or in equity, enter upon the Premises upon receipt of a court order for possession and expel or remove Licensee and Licensee's effects without being liable for any claim for trespass or damages therefor.

18. No Estate Conveyed. This Agreement does not and shall not be deemed to (a) constitute a lease or a conveyance of personal or real property by Licensor to Licensee, or (b) confer upon Licensee any right, title, estate or interest in the Premises. This Agreement grants to Licensee only a personal privilege revocable by Licensor on the terms set forth herein.

19. Notices. Notices hereunder shall be in writing and shall be delivered by hand or national overnight delivery service or sent by registered or certified mail, postage prepaid, return receipt requested:

If intended for Licensor, addressed to:

City of Monticello, Iowa

Copy to:

Atty. Doug Herman
PO Box 2457
Cedar Rapids, IA 52406-2457
319.365.9101

To intended for Licensee, addressed to:

Copy to: (If applicable)

(or to such other address or addressed as may from time to time hereafter be designated by written notice to the other party in the manner set forth herein).

All such notices shall be effective when delivered in hand (provided the party delivering the same shall prepare and present to the recipient for signature, a suitable receipt evidence such delivery) by national overnight delivery service, or when deposited in the United States mail within the continental United States.

20. Exculpation of Licensors. Licensors' liability to Licensee with respect to his License, if any, shall be limited solely to Licensors' interest in the Premises. Neither Licensors, nor any partner, officer, director, member, employee or shareholder of Licensors, shall have any personal liability whatsoever with respect to this Agreement and the License granted herein.
21. Entire Agreement; No Waiver. This Agreement contains the entire agreement of the parties hereto and no representation, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect. The failure of either party to insist in any instance on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or operation in any other instance. This Agreement cannot be changed or terminated orally, and can be modified only in writing, executed by each party hereto.
22. Governing Law. This Agreement has been made under and shall be construed and interpreted under and in accordance with the law of the State of Iowa.
23. Authority. Each party hereto represents and warrants to the other that the individual executing this Agreement on behalf of such party has the requisite authority to legally bind the party to this Agreement and all of the terms hereof.
24. Broker. Each party represents and warrants to the other that it has not entered into any agreement or incurred or created any obligation that might require the other party to pay any broker's commission, finder's fees or other commission or fee relating to this license. Each party shall indemnify, defend and hold harmless the other and the other's constituent partners and their respective officers, directors, members, shareholders, agents and employees from and against all claims for any such commissions or fees made by anyone claiming by or through the indemnifying party. The obligations of each party under this Paragraph shall survive the expiration of the Term or earlier termination of this Agreement.

IN WITNESS WHEREOF, LICENSOR and LICENSEE have executed this Agreement, as of the day and year first above written.

LICENSOR: City of Monticello, Iowa

By: _____

Print: _____

LICENSEE: _____

By: _____

Print: _____

Exhibit A
Description of Premises

(See Attached)

Exhibit B
ACORD Certificate of Liability Insurance

(See Attached)

To whom it Concerns:

I Heard The Alley By The Catholic School is Trying To Be "Closed" By Someone who doesn't live Here. I would think in a small town like ~~this~~ this. Someone could come and Ask our Thoughts AT our Homes, their only 6 Homes, But we All Keep This Alley very clean and its A very Busy Alley.

Kids & Parents walk & drive Through This Alley All The Time.

on Wednesday night Parents Drop Their Kids off and Then Leave down the Alley The Police drive Through Company Alliants, phone Comp, etc. use the Alley The Garbage Truck comes AT 7:30 so He can Just go Through without Backing down Alley.

& we All Pay ALOT of Taxes Here and should Have the Right To drive Through our Alley. I've never seen Any Problem in This Alley and I've Lived Here

13 yrs

I would think there's
more important things
to do in Monticello
than close this alley
off. It's nothing but
a shame.
Everyone in this alley
are new people here
but me. we love our
alley open.

I think the town meeting
is Monday but, I will
be in St. Lukes Hospital
for a few days so I can't
be there. Thank you

Todd Eggers

OVER → 220 N. Sycamorest

"No one IN
this alley wants
this closed, I don't
know where that
thought came from!"

Teachers should Park
on Sycamore Street,
and Buses should Be
in Front of School.

Church

Sidewalk

get Rid of parking
in spots like this

There shouldn't Be any
parking over Here!

Bad!

School

Alley

School

THE ALLEY is NOT
The Problem

over →

City Council Meeting
Prep. Date: August 14, 2025
Preparer: Nick Kahler



Agenda Item: 7
Agenda Date: August 18, 2025

Communication Page

Agenda Items Description: Approval of Faust building permit

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

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: Brandon and Ashley Faust want to build a "schouse" (shop/house) on the large lot between Grandview Ave. and Faust Circle.

Background Information: Brandon and Ashley turned a building permit in a few weeks ago. The permit was missing some of the abutting neighbor's signatures so they were asked to try and get those. They have not been successful in obtaining all the signatures and would like council approval to move forward with their project.

They are planning on building an 8500 square foot schouse. The residential side of the building will be 2500 square feet with 9' sidewalls and shop/garage side of the building will be 6000 square feet with 16' sidewalls. Access for this will come from Grandview Ave where their driveway will tie in. The driveway and parking areas will need to be concrete, asphalt, or sealcoat. This building would meet all the needed setbacks for an R1 structure on a buildable lot. They plan to build in line with the other houses as to not interfere with the finishing of the street from Faust Circle and connecting it to Grandview Ave. in the future.

Some concerns have been raised regarding gravel all over the road and equipment parked all over. We do not see gravel being a problem because they are required to use concrete, asphalt, or sealcoat for the driveway to Grandview Ave. and any other parking areas. As far as equipment sitting around there is already wording in the code that does not allow that and would be taken care of if it becomes a problem.

Staff Recommendation: We recommend the approval of the Faust building permit



Building Permit Property Address: _____, **Monticello, IA**

Property Owner: Brandon Faust
Mailing Address: 129 west Grand St
City/State/Zip Code: Monticello IA 52310
Phone: 319-480-3055
Email: _____

Please identify all known general and sub-contractors that will be working on the project.
(Use separate sheet if more contractors than space allows.)

Contractor: White Hawk
City/State/Zip Code: _____
Phone: _____

Contractor: _____
City/State/Zip Code: _____
Phone: _____

Contractor: Andy Maternach
City/State/Zip Code: _____
Phone: _____

Contractor: _____
City/State/Zip Code: _____
Phone: _____

Electrical: _____
City/State/Zip Code: _____
Phone: _____
License Number: _____

HVAC/Plumbing: _____
City/State/Zip Code: _____
Phone: _____
License Number: _____

Project Description:

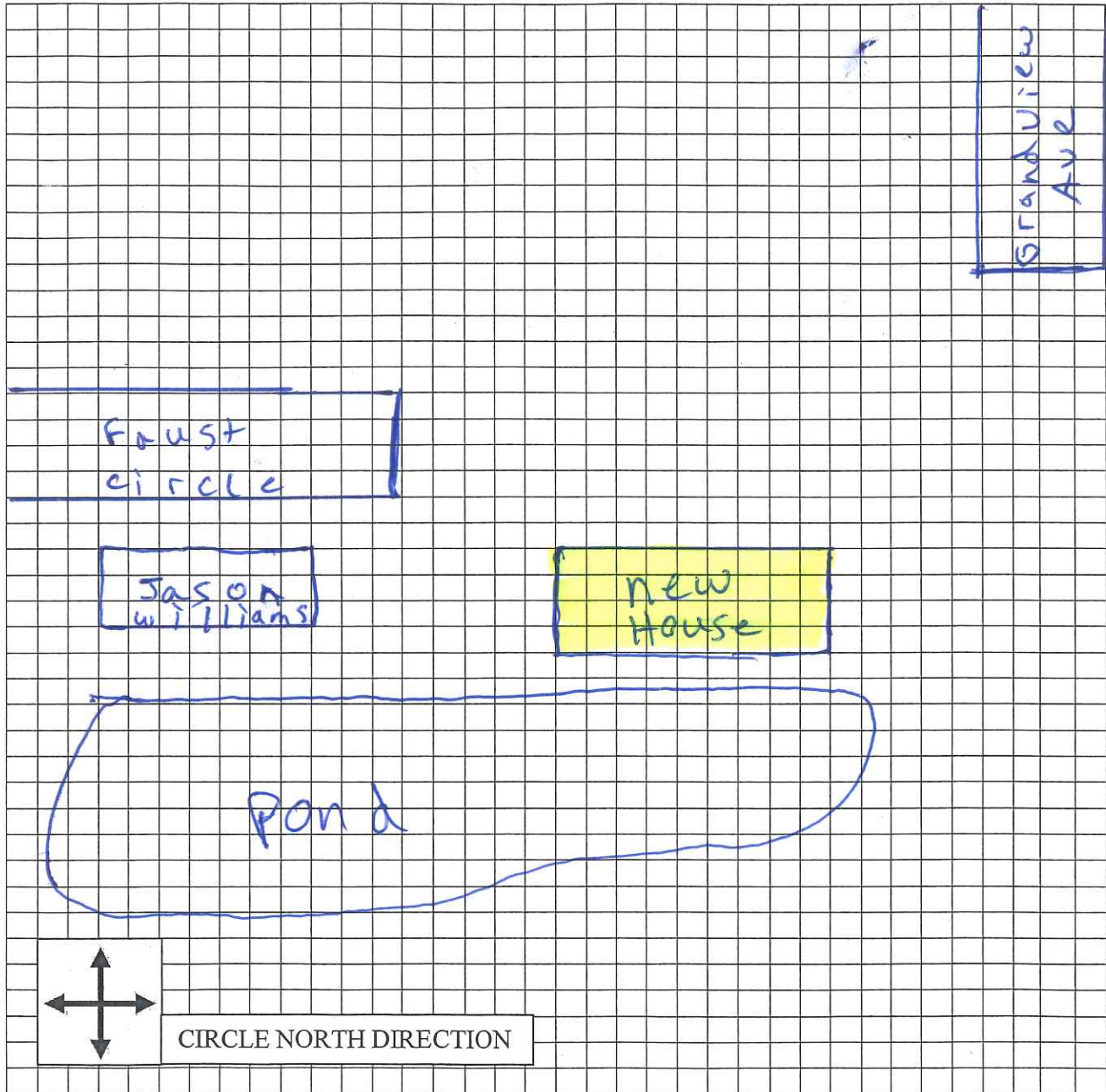
new house

New Construction Dimensions, if applicable, in square feet:

Main Level: 2500 Basement: _____ Garage: 6000 Accessory Building: _____

Site Plan:

Site plan Required: If the project covered by this building permit includes new construction, the change of the footprint of an existing structure, the installation or placement of an accessory building, or the installation of a fence



Note: All of these items must be shown on the above site plan:

- 1) Draw all property lines with lot measurements
- 2) Show any street or streets in relation to the lot
- 3) Include a sketch of the new or existing house or structure with dimensions
- 4) Include distances to lot lines

If Residential use, is there an In-Home Business planned? Yes / ☒ No

If yes, please provide general description: _____

Will any fencing be erected? Yes / ☒ No

If yes, please provide a general description, including desired type of fence, fence height, location on property, etc. _____

Are sump pumps presently installed or intended to be installed in this property? Yes / ☒ No

If yes, how many and in what locations? _____

If yes, please acknowledge your understanding of the following information with your initials:

Surface water cannot be diverted or piped into the sanitary sewer system. Perimeter tiling is permitted only when such tiles are connected to an existing storm sewer system. The Public Works Director must pre-approve the diversion of water into an existing storm sewer. Any and all costs related to the diversion of water to the storm sewer system, including potential City Engineer review, shall be the sole expense of the property owner. Initials: DW

Has the property to the best of your knowledge ever been surveyed? ☒ Yes / ☐ No
(If yes, please identify the dates of survey and attach a copy of all surveys of record.)

Have you located the property pins? ☒ Yes / ☐ No

Staking: The site boundaries and the perimeter of any new structure or location of other improvement must be staked prior to the consideration of the building permit.

Set Back Acknowledgement: I acknowledge my receipt and understanding of the set-backs that will be required for this project: Initials: DW

Penalty: A penalty of \$100/day will be assessed if permits are not approved prior to the commencement of construction.

Adjacent Property Acknowledgement: The section of this form entitled Adjacent Property Acknowledgement must be completed and submitted before a building permit will be issued. The purpose of said attachment is to ensure the understanding and agreement of neighboring properties as to the location of property boundaries and, therefore, the placement of proposed improvements in such a fashion as to meet the requirements of the City of Monticello Code of Ordinances.

ACKNOWLEDGEMENT (To Be Signed By Owners)

I hereby acknowledge that I have read and understand the contents of this application and its' attachments.

I hereby affirm that the above and foregoing information is true and correct to the best of my knowledge and belief. I agree to comply with all City Ordinances and State Laws that apply to and/or regulate the proposed construction project.

I acknowledge my understanding that if the proposed construction is not completed within twelve months of the issuance of this building permit that I will need to request a building permit extension with an extension fee of \$100.00. Failure to do so may be treated as a municipal infraction punishable by civil penalties as provided for in Chapter 4 of the Monticello Code.

I also acknowledge my understanding that a Certificate of Occupancy must be received from the City of Monticello before any person may occupy or use any new structure or a structure that has gone through reconstruction or major remodeling.

I also acknowledge my responsibility to understand the requirements of this building permit and my obligation to seek clarification or assistance from City staff should I not fully understand the expectations or requirements.

Brandon Faust

Print Name



Signature

"This employer is an equal opportunity provider & employer"

Adjoining Property Acknowledgement:

Purpose: The purpose of this form is to ascertain whether or not there is agreement amongst adjoining property owners as to the boundaries of their respective lots/properties. It is not necessary that property owners know the exact location of property boundaries, and the signatures of property owners on this form is not an agreement or admission as to the exact location of their boundaries. The signatures of adjoining property owners on this form shall acknowledge their understanding and agreement that the proposed location of any new construction, including a property addition, a fence, an accessory building, etc. as proposed by owner's building permit application, is on the property of the owner, is placed in such a fashion as to be compliant with City set back requirements, and is not otherwise objectionable to the adjoining property owner.

What Happens if there are Objections? In the event that an adjoining property owner refuses to sign this acknowledgement, for any reason, the owner will not be issued a building permit until such time as the City Council has had an opportunity to consider the issue and to thereafter determine if the building permit should be issued. The Council may require that the owner's property be surveyed if deemed necessary to overcome any objections. It will be the sole responsibility of the owner to acquire a survey, if required, and after acquisition, the survey shall be shared with those property owners that previously objected with a renewed request for their signature on this form. If there is continued refusal to sign, the objecting property owner will be given an opportunity to obtain their own survey, at their sole expense, and if they fail to pursue and obtain a survey within fourteen (14) days, unless otherwise extended by the City P.W. Director, the owner's survey shall be considered to be dispositive on the issue, with the building permit to be issued after verification by the owner that they will construct the proposed improvement(s) in such a fashion as to be compliant with the City of Monticello Code of Ordinances, including set-back rules and regulations. If a second survey is obtained by an objecting property owner and the property owners cannot at that point reconcile their differences, the matter may again be brought to the City Council for further consideration. The Council may or may not be able to resolve the conflict at that point, and if the conflict cannot be resolved a building permit will not be issued. The boundary issue will at that point need to be litigated by the parties. City staff will at all times work with the parties to assist them in discussing differences, options, or other terms of agreement.

This form shall be signed by all adjoining property owners, not including the City of Monticello.

I, the undersigned, do hereby swear and affirm, that I have read and understand the above and foregoing form, and further acknowledge my understanding of the proposed improvements proposed by the owner within the Building Permit Application to which this form is attached. By signing this form I agree and consent to the construction or erection of the proposed improvements as proposed based upon my present opinion that the improvements are all located within the property of the owner and, as proposed, meet the set back requirements of the Monticello Code of Ordinances.

Name: <u>[Signature]</u>	Date: <u>6/17/25</u>	Property adjoins to the: E, W, S, N
Name: <u>[Signature]</u>	Date: <u>6/17/25</u>	Property adjoins to the: E, W, S, N
Name: <u>[Signature]</u>	Date: <u>7-12-25</u>	Property adjoins to the: E, W, S, N
Name: <u>[Signature]</u>	Date: <u>7-27-25</u>	Property adjoins to the: E, W, S, N
Name: <u>[Signature]</u>	Date: <u>7-28-25</u>	Property adjoins to the: E, W, S, N
Name: <u>[Signature]</u>	Date: <u>7-28-25</u>	Property adjoins to the: E, W, S, N

Adjoining Property Acknowledgement:

Purpose: The purpose of this form is to ascertain whether or not there is agreement amongst adjoining property owners as to the boundaries of their respective lots/properties. It is not necessary that property owners know the exact location of property boundaries, and the signatures of property owners on this form is not an agreement or admission as to the exact location of their boundaries. The signatures of adjoining property owners on this form shall acknowledge their understanding and agreement that the proposed location of any new construction, including a property addition, a fence, an accessory building, etc. as proposed by owner's building permit application, is on the property of the owner, is placed in such a fashion as to be compliant with City set back requirements, and is not otherwise objectionable to the adjoining property owner.

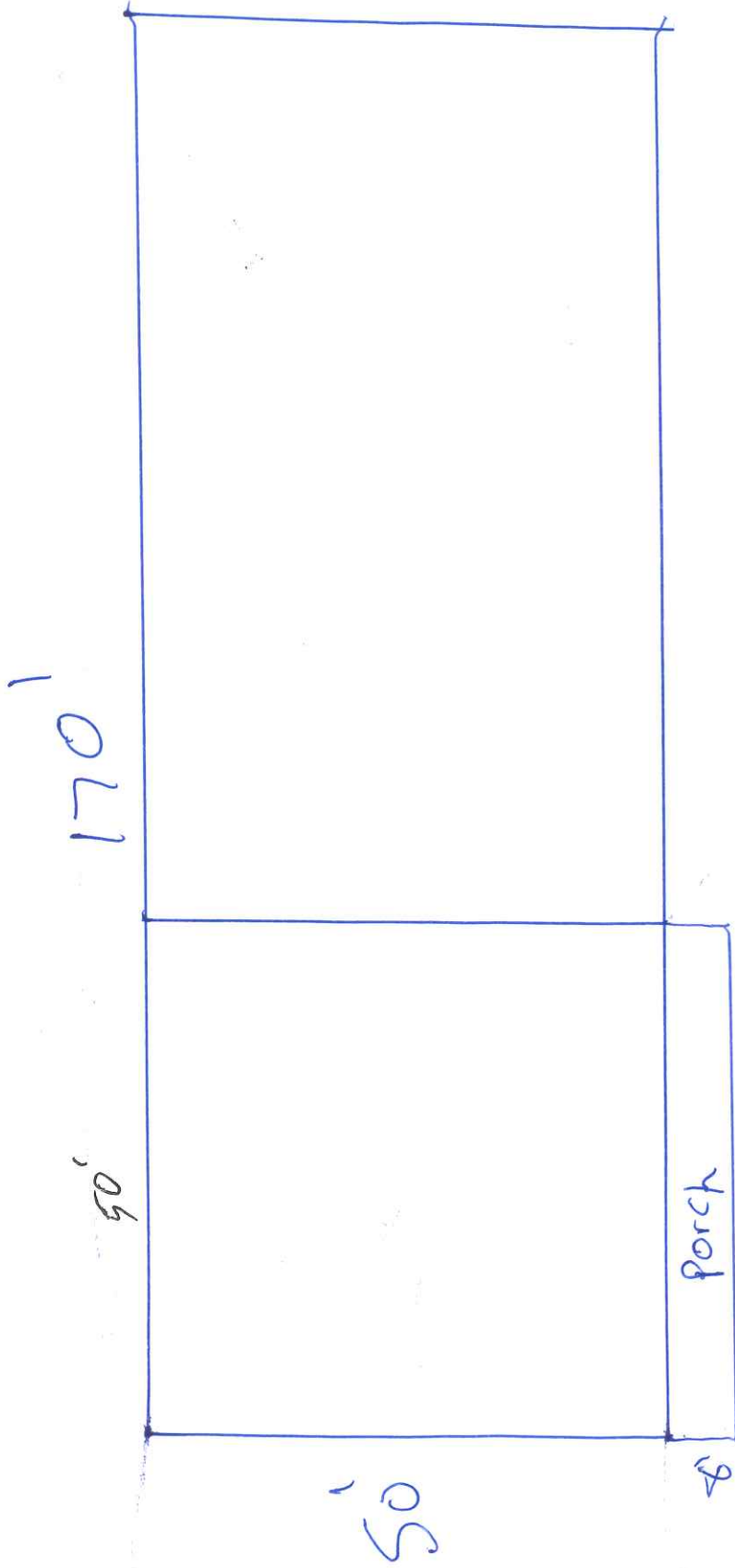
What Happens if there are Objections? In the event that an adjoining property owner refuses to sign this acknowledgement, for any reason, the owner will not be issued a building permit until such time as the City Council has had an opportunity to consider the issue and to thereafter determine if the building permit should be issued. The Council may require that the owner's property be surveyed if deemed necessary to overcome any objections. It will be the sole responsibility of the owner to acquire a survey, if required, and after acquisition, the survey shall be shared with those property owners that previously objected with a renewed request for their signature on this form. If there is continued refusal to sign, the objecting property owner will be given an opportunity to obtain their own survey, at their sole expense, and if they fail to pursue and obtain a survey within fourteen (14) days, unless otherwise extended by the City P.W. Director, the owner's survey shall be considered to be dispositive on the issue, with the building permit to be issued after verification by the owner that they will construct the proposed improvement(s) in such a fashion as to be compliant with the City of Monticello Code of Ordinances, including set-back rules and regulations. If a second survey is obtained by an objecting property owner and the property owners cannot at that point reconcile their differences, the matter may again be brought to the City Council for further consideration. The Council may or may not be able to resolve the conflict at that point, and if the conflict cannot be resolved a building permit will not be issued. The boundary issue will at that point need to be litigated by the parties. City staff will at all times work with the parties to assist them in discussing differences, options, or other terms of agreement.

This form shall be signed by all adjoining property owners, not including the City of Monticello.

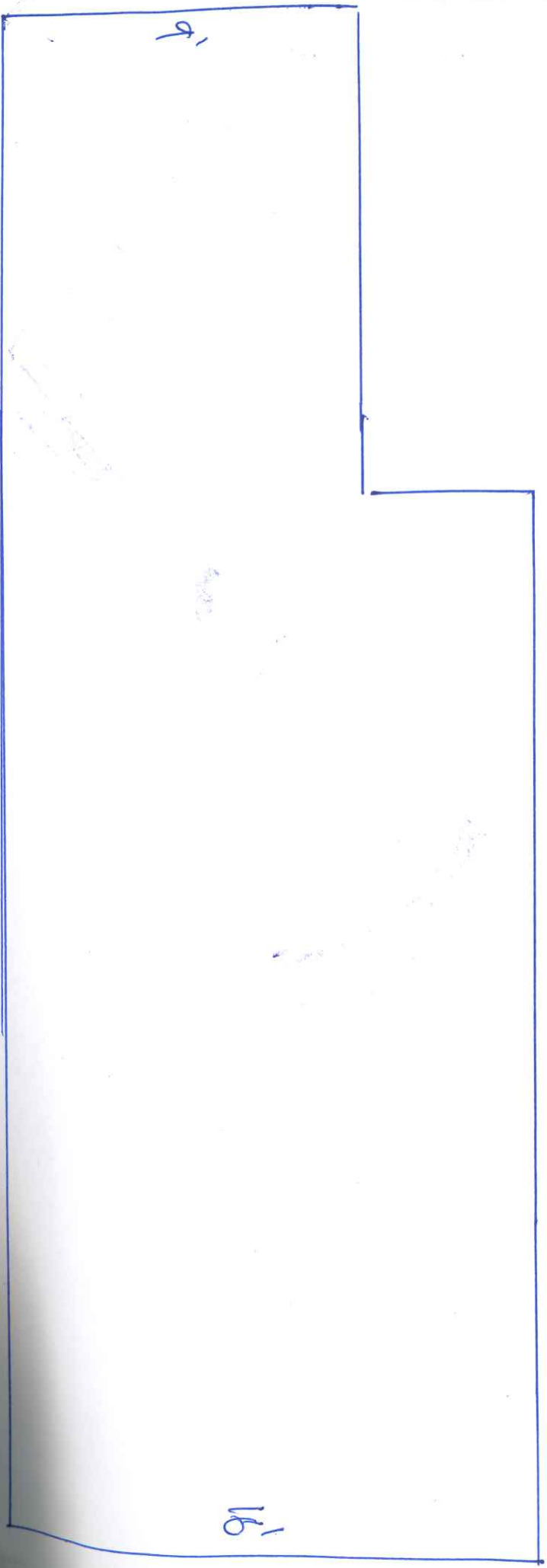
I, the undersigned, do hereby swear and affirm, that I have read and understand the above and foregoing form, and further acknowledge my understanding of the proposed improvements proposed by the owner within the Building Permit Application to which this form is attached. By signing this form I agree and consent to the construction or erection of the proposed improvements as proposed based upon my present opinion that the improvements are all located within the property of the owner and, as proposed, meet the set back requirements of the Monticello Code of Ordinances.

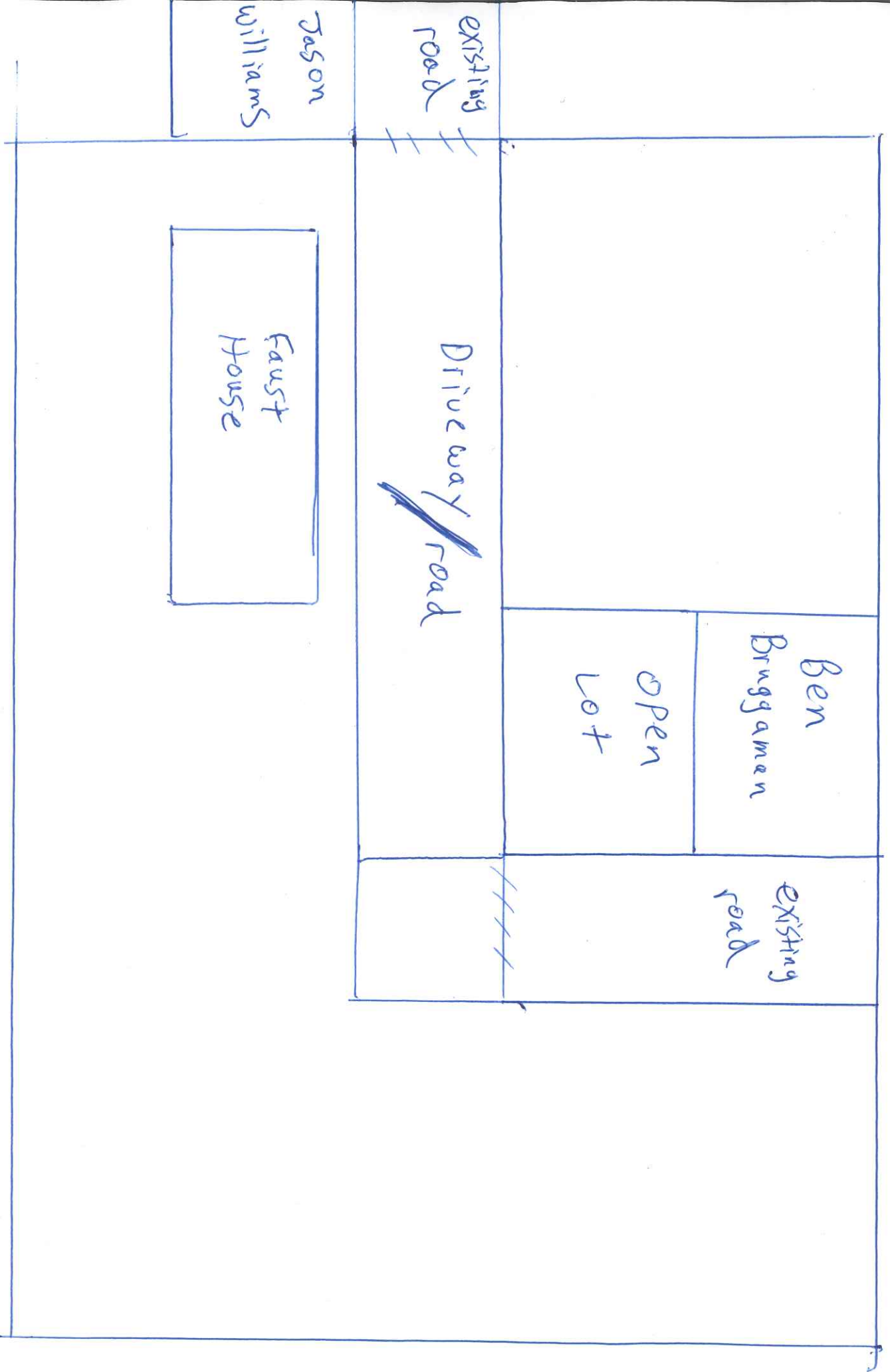
Name: <u>Kristen Myers</u>	Date: <u>7/28/25</u>	Property adjoins to the: E, W, S, N
Name: <u>[Signature]</u>	Date: <u>7/25/25</u>	Property adjoins to the: E, W, S, N
Name: <u>Indef. J. Neeken</u>	Date: <u>8/11/2025</u>	Property adjoins to the: E, W, S, N
Name: _____	Date: _____	Property adjoins to the: E, W, S, N
Name: _____	Date: _____	Property adjoins to the: E, W, S, N
Name: _____	Date: _____	Property adjoins to the: E, W, S, N

VIEW FROM TOP



Front
VIEW FROM STREET

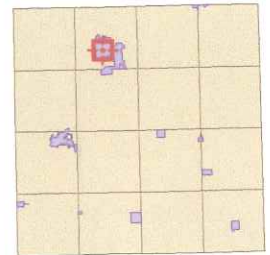




will line House up with Jason Williams. Keep setback for future Development



Overview



Legend

-  Parcels
-  Cartography
-  Major Roads

THIS MAP DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREIN, EITHER EXPRESSED OR IMPLIED BY JONES COUNTY OR ITS EMPLOYEES. THIS MAP IS COMPILED FROM OFFICIAL RECORDS, INCLUDING PLATS, SURVEYS, RECORDED DEEDS, AND CONTRACTS, AND ONLY CONTAINS INFORMATION REQUIRED FOR LOCAL GOVERNMENT PURPOSES. SEE THE RECORDED DOCUMENTS FOR MORE DETAILED LEGAL INFORMATION.

Date created: 7/8/2025

Last Data Uploaded: 7/7/2025 5:29:06 PM

Developed by  **SCHNEIDER**
GEOSPATIAL



Pond

Faust
House

8500 sq. ft.

320
Jason

Faust Circle

319
Jacob

308 Grandview

Grandview

City Council Meeting
Prep. Date: 8/12/2025
Preparer: Sally Hinrichsen



Agenda Item: # 8-17
Agenda Date: 8/18/2025

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:

8. Mayor
9. City Engineer
10. City Administrator
11. Library Director
12. Ambulance Director
13. City Clerk
14. Public Works Director
15. Police Chief
16. Water/Wastewater Superintendent
17. Park and Recreation Director