

MINUTES TO PROVIDE FOR THE PRIVATE PLACEMENT AND ISSUANCE OF NOTE

435926-40

Monticello, Iowa

November 18, 2024

The City Council of the City of Monticello, Iowa, met on November 18, 2024, at 6:00 o'clock p.m., at the Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa.

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

Present: Josh Brenneman, Scott Brighton, Jake Ellwood, Dave Goedken, Candy

Langerman, and Mary Phelan

Absent: none.

This being the time and place fixed by the City Council for the consideration of awarding the placement of General Obligation Corporate Purpose Note, Series 2024 to be issued in evidence of the City's obligation under a certain loan agreement, the City Clerk announced that PFM Financial Advisors, LLC, as Municipal Advisor, has recommended that the Note be placed with F&M Bank, Monticello, Iowa on such terms as had been presented to the City Council.

(Attach Terms)

After due consideration and discussion, Council Member _____ introduced the resolution next hereinafter set out 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 named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 2024-163

Resolution authorizing and approving a Loan Agreement, providing for the placement and issuance of a \$375,000 General Obligation Corporate Purpose Note, Series 2024 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 Corporate Purpose Loan Agreement (the “Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$400,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of (a) constructing street, water system, sanitary sewer system, storm water drainage and side walk improvements; and (b) acquiring and installing street lighting and signage improvements (the “Projects”); and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on November 4, 2024; and

WHEREAS, the City Council has authorized a certain term sheet for use in negotiating the Loan Agreement and providing for the private placement of a General Obligation Corporate Purpose Note, Series 2024 (the “Note”) to be issued in evidence of the obligation of the City under the Loan Agreement; and

WHEREAS, proposals for the placement of the Note to be issued in evidence of the City’s obligation under the Loan Agreement have been received and reviewed; and

WHEREAS, upon due consideration and advice from PFM Financial Advisors, LLC as Municipal Advisor, the proposal of F&M Bank, Monticello, Iowa (the “Lender”), is the best, such bid proposing the lowest interest cost to the City for the Note; and

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

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

Section 1. The proposal of the Lender referred to in the preamble is hereby accepted, and the Note is hereby awarded to the Lender. It is hereby determined that the City shall enter into the Loan Agreement with the Lender in substantially the form which will be placed on file with the City, providing for a loan to the City in the amount of \$375,000 for the purpose or purposes set forth in the preamble hereof.

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

Section 2. The Note is hereby authorized to be issued in evidence of the obligation of the City under the Loan Agreement, in the principal amount of \$375,000, to be dated the date of delivery to the Lender, such date anticipated to be November 27, 2024. The Note shall be initially issued as a single term note with final maturity on June 1, 2027 and with mandatory periodic principal installments due on June 1 in each of the years and in such amounts as follows:

<u>Year</u>	<u>Principal Installment</u>
2026	\$184,000
2027	\$191,000

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

The Note shall bear interest at the per annum rate of 3.89%. Accrued interest on the Note shall be payable semiannually on the first day of June and December in each year, commencing June 1, 2025 and continuing to, and including, final maturity on June 1, 2027. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

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

The City reserves the right to optionally prepay principal of the Note in whole or in part at any time prior to and in inverse order of maturity on terms of par and accrued interest, without notice or penalty. All principal so prepaid shall cease to bear interest on the date of prepayment.

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

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

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

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

(Form of Note)

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

GENERAL OBLIGATION CORPORATE PURPOSE NOTE, SERIES 2024

No. 1 \$375,000

RATE	MATURITY DATE	NOTE DATE
3.89%	June 1, 2027	November 27, 2024

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

F&M Bank,
 Monticello, Iowa

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

This Note has been initially issued as a single term Note with final maturity on June 1, 2027 and with mandatory periodic principal installments due on June 1 in each of the years and in such amounts as follows:

<u>Year</u>	<u>Principal Installment</u>
2026	\$184,000
2027	\$191,000

Principal of this Note shall bear interest at the per annum rate of 3.89%. Accrued interest on this Note shall be payable semiannually on the first day of June and December in each year, commencing June 1, 2025 and continuing to, and including, final maturity on June 1, 2027. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

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

This Note is issued by the City to evidence its obligation under a certain Loan Agreement, dated the date hereof (the “Loan Agreement”), entered into by the City for the purpose of (a) constructing street, water system, sanitary sewer system, storm water drainage and sidewalk improvements; and (b) acquiring and installing street lighting, signage and signalization improvements.

This Note is issued pursuant to and in strict compliance with the provisions of Chapter 76 and Chapter 384 of the Code of Iowa, 2023, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of this Note (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 this Note and the rights of the owner of this Note.

The City reserves the right to optionally prepay part of all of the principal of this Note in whole or in part at any time prior to and in inverse order of maturity on terms of par and accrued interest, without notice or penalty. All principal so prepaid shall cease to bear interest on the date of prepayment.

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

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

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

IN TESTIMONY WHEREOF, the City of Monticello, Iowa, by its City Council, has caused this Note to be executed by its Mayor and attested by its City Clerk, on November 27, 2024.

CITY OF MONTICELLO, IOWA

By (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Clerk

ABBREVIATIONS

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

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

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

ASSIGNMENT

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

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

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

Dated: _____

Signature guaranteed:

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

Section 5. It is anticipated that closing of the borrowing transaction contemplated herein will be on or around November 27, 2024, provided, however, that execution of the Note and the Loan Agreement shall be undertaken as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration and delivery to or upon the direction of the Lender, upon receipt of the loan proceeds (the “Loan Proceeds”), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects. To the extent that the date of closing needs to be adjusted, the City staff, with advice from the Lender and Bond Counsel to the City, is hereby authorized to make such adjustment and to modify the transaction documents accordingly.

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

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

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of \$198,588; and

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$198,430.

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

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Note remains outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Note as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 8 of this Resolution shall be reduced by the amount of such alternate funds as have been appropriated for such purpose, and evidenced in the City’s budget. 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 to the sum thus advanced.

Section 9. It is the intention of the City that interest on the Note be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions

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

Section 10. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 11. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved on November 18, 2024.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk

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

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk

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 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 entitled “Resolution authorizing and approving a Loan Agreement, providing for the placement and issuance of a \$375,000 General Obligation Corporate Purpose Note, Series 2024 and providing for the levy of taxes to pay the same,” and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement, to issue the Note or to levy the taxes to pay the principal thereof and interest thereon.

WITNESS MY HAND this 18th day of November, 2024.

Sally Hinrichsen, City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

JONES COUNTY

I, the undersigned, County Auditor of Jones County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2024, the City Clerk of the City of Monticello filed in my office a certified copy of a resolution of the City shown to have been adopted by the City Council and approved by the Mayor thereof on November 18, 2024, entitled: “Resolution authorizing and approving a Loan Agreement, providing for the placement and issuance of a \$375,000 General Obligation Corporate Purpose Note, Series 2024 and providing for the levy of taxes to pay the same,” and that I have duly placed the 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, 2025, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2024.

County Auditor