

**BOARD OF SUPERVISORS MEETING  
FOURTEENTH MEETING, 2021 SESSION (14)  
MARCH 16, 2021**

The Buena Vista County Board of Supervisors met in regular session on Tuesday, March 16, 2021 at 8:30 A.M. in the Boardroom with Chairman Snyder presiding, and the following members present: Altena, Merten, and Ringgenberg, and with Auditor Susan Lloyd as clerk for the meeting. Absent: Huseman.

Unless otherwise indicated, all of the following **motions** offered at this meeting were carried with the following vote: Ayes: Altena, Merten, Ringgenberg, and Snyder. Nays: none. Abstentions: none.

Engineer Bret Wilkinson presented a utility permit for Premier Communications, Sioux Center, IA, to place a 24-count fiber optic cable on the east shoulder of 140<sup>th</sup> Street, at a minimum of 36" deep, going south to Rembrandt Foods at 1419 480<sup>th</sup> Street, boring under all culverts. Then, they would place a 12-count fiber from the intersection of US 71 and IA 10 going west on the north shoulder of 460<sup>th</sup> Street at a minimum of 36" deep, then south on the west shoulder of 120<sup>th</sup> Ave. at a minimum of 36" deep to 4661 120<sup>th</sup> Ave., boring under all culverts. Wilkinson stated that he will have an inspector out watching the installation, and marking where the crossroad culverts are, so that they are not missed. The Board requested Wilkinson to bill the company for the additional hours of the inspector. Motion by Merten, second by Ringgenberg, to approve and authorize the Chair to sign the **utility permit** for Premier Communications, Sioux Center, Iowa, to place miles of fiber optic cable in the shoulder of the road, from the intersection of 430<sup>th</sup> St. and 140<sup>th</sup> Ave. to 1419 480<sup>th</sup> St. and 4661 120<sup>th</sup> Ave., in Lee & Barnes Townships. Carried.

Engineer Bret Wilkinson discussed increasing entrance installation rates. The rates were last updated in 2016, and the costs are going up. Wilkinson would like to add an additional \$5/foot for the cost of the pipe, and an additional \$50/driveway for the cost of equipment and labor. Motion by Ringgenberg, second by Altena, to approve increasing **entrance installation rates**, adding an additional \$5/foot for the cost of pipe, and an additional \$50/driveway, due to increased material and labor costs. Carried.

Engineer Bret Wilkinson presented information on semi-tractors that he found online, but they were not exactly what they are looking for. It is still the preference to buy new, with the warranty. Wilkinson would like to purchase a new Western Star semi-tractor, with a 7-year warranty, which matches up with their dump trucks, using the same filters and supplies, same software, and the shop guys know how to work on them. Motion by Altena, second by Ringgenberg, to approve and authorize the purchase of a Western Star **semi-tractor** for Secondary Roads, in the amount of \$136,990, with a 7-year warranty. Merten asked if Wilkinson was trading in, or adding to the fleet. Wilkinson stated that didn't intend to trade in the older tractor, but said that it could be advertised to take sealed bids, with the option to reject all bids, if they decide to keep it. Carried.

**Secondary Road Report:** The crew was out plowing snow yesterday, and cleaning up the roads today. Wilkinson stated that the gravel roads are sloppy and it's going to be a challenge this week. Wilkinson stated that they have enough salt and sand to complete the year; Wilkinson stated that parts are taking a long time to receive, they need to order six months in

advance, what they may need for next winter; Wilkinson is working on his 5-year program for the DOT.

Veterans Service Officer Dave Andrews met to discuss the **General Relief** guideline verbiage, and asked the Board if they wanted to change it to include those individuals that are not U.S. citizens, but living legally in the U.S. and legally allowed to work here. Merten asked Andrews to check with the County Attorney, but stated he is fine leaving everything as is. Altena is okay with changing the verbiage, since these individuals are working here and paying taxes here. Merten is worried about those individuals that are only here for six months and then leave. Snyder suggested requesting proof of residence of six months. The consensus of the Board was to have Andrews write up his proposed General Relief guideline verbiage, and show it to the County Attorney, to get his approval, and then bring it back to the Board to consider.

Veterans Service Officer Dave Andrews reviewed his **VA Annual Report** with the Board, stating that he had 149 client visits and 243 phone contacts. Andrews also updated the Board on General Relief.

The Chairman opened the **Public Hearing** for **BKJ Pork-BKJ Pork, LLC, MMP** in Section 27 of Newell Township, with Env Health/Zoning Director Kim Johnson, Debbie Witt, Rusty Kosky, and Marie Eckerman present. Johnson stated that she had not received any written comments. Eckerman stated that she had some concerns, stating that there is a wetland in the middle of that Section, also that there are drainage tiles there, and she wondered how it would affect the ground water. Snyder stated that this was a public hearing, to hear comments and concerns of the landowners, which will be passed on to the DNR. Merten stated that the Board of Supervisors don't have any authority over approval, they can only send the public comments to the DNR. Motion by Ringgenberg, second by Merten, to the close Public Hearing. Carried.

The Chairman opened the **Public Hearing** for **Paradise Pork-Nutra Tech, LC, MMP** in Section 27 of Newell Township, with Env Health/Zoning Director Kim Johnson, Debbie Witt, Rusty Kosky, and Marie Eckerman present. Johnson stated that she had not received any written comments. Eckerman stated that she had the same concerns with this MMP as she did with BKJ Pork's MMP. Motion by Ringgenberg, second by Altena, to close Public Hearing. Carried.

Ray Dentlinger, head coach of the Trap Shooting Club for Storm Lake Public, St. Mary's, Newell-Fonda, and Sioux Central students, requested the Board to allow their club to shoot at Goldsmith Pit. Detlinger stated that safety is first, and there are a lot of fundamentals before the students are allowed on the range. Detlinger stated that they cover general liability on the students and can provide proof of insurance. Engineer Bret Wilkinson and Supervisor Chair Kelly Snyder have been out to the Goldsmith Pit and looked over the area they want to use. Wilkinson stated that he was okay with it, since it is not long term, and it is not open to the public, and it is a controlled group of students for two days per week. Snyder stated that he checked with the County's insurance carrier, and they sent an underwriter out to look at the area. The insurance company contacted Snyder and stated that they had no concerns. Motion by Merten, second by Ringgenberg, to allow the request of Ray Detlinger and the **Trap Shooting Club**, to allow the club to shoot at Goldsmith Pit, two days per week, for two months. Carried.

Public Health Administrator Julie Sather gave the Board an update on the **COVID vaccine**. Sather stated that BV County has a 4% positivity rate for the last seven days, the best in our area. Sather stated that 27% of the positive cases are 18-29 years old. This week, there will be another vaccination clinic at Kings Pointe. Sather stated that there have been 3,400

people fully vaccinated in BV County, and another 2,000 have received their first dose. Sather estimates that by May 3, anyone will be able to be vaccinated.

Motion by Ringgenberg, second by Altena, to declare the results of the **second-tier canvass** of the March 2, 2021 Alta-Aurelia Community School Special Election, for Public Measure CI as follows:

“Shall the Board of Directors of the Alta-Aurelia Community School District in the Counties of Buena Vista, Cherokee, and Sac, State of Iowa, be authorized to levy tax upon all the taxable property within the School District of not to exceed thirteen and one-half cents (13½¢) per thousand dollars of assessed valuation of the taxable property within the School District for public educational and recreational activities and community education purposes?”

**Alta-Aurelia Community School District:** total voters – 282

<b>For Public Measure CI</b>	YES.....	118	(41.84%)
	NO.....	164	(58.16%) Carried.

Board Member Ringgenberg introduced the following Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$1,220,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2021A, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE" and moved that it be adopted. Board Member Altena seconded the motion to adopt, and the roll being called thereon, the vote was as follows: Ayes: Altena, Merten, Ringgenberg, Snyder. Nays: None. Whereupon, the Chairperson declared said Resolution duly adopted as follows:

**RESOLUTION #2021-03-16-A**

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$1,220,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2021A, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE

**WHEREAS**, the Issuer is a political subdivision, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

**WHEREAS**, the County is in need of funds to pay costs of acquisition and equipping of vehicles for the Sheriff's Department, general county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$200,000 be authorized for said purpose(s); and

**WHEREAS**, the Issuer has a population of more than 20,000 but not more than 50,000, and the Notes for these purposes do not exceed \$200,000; and

**WHEREAS**, pursuant to notice published as required by Sections 331.402 and 331.442 of the Code of Iowa, the Board of the County has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general county purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

**WHEREAS**, the Issuer is in need of funds to pay costs of the remediation, restoration, repair, cleanup, replacement, and improvement of property, buildings, equipment, and public facilities that have been damaged by a disaster as defined in section 29C.2 and that are located in an area that the governor has proclaimed a disaster emergency or the president of the United States has declared a major disaster, including Linn Grove Dam, and the reimbursement of the county's general fund or other funds of the county for expenditures made related to remediation, restoration, repair, and cleanup of damage caused by a disaster as defined in section 29C.2 when the damage is located in an area that the governor has proclaimed a disaster emergency or the president of the United States has declared a major disaster, including Linn Grove Dam, essential county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$5,000,000 be authorized for said purpose(s); and

**WHEREAS**, pursuant to notice published as required by Sections 331.402 and 331.443 of the Code of Iowa, this Board has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

**WHEREAS**, pursuant to Section 331.445 of the Code of Iowa, it is hereby found and determined that the various general obligation capital loan Notes authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of \$1,220,000 General Obligation Capital Loan Notes as hereinafter set forth; and

**WHEREAS**, the above mentioned Notes were heretofore sold and action should now be taken to issue said Notes conforming to the terms and conditions of the best bid received at the sale.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF BUENA VISTA COUNTY, STATE OF IOWA:**

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Issuer" and "County" shall mean Buena Vista County, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$1,220,000 General Obligation Capital Loan Notes, Series 2021A, authorized to be issued by this Resolution.
- "Paying Agent" shall mean the County Auditor, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Project" shall mean the costs of the remediation, restoration, repair, cleanup, replacement, and improvement of property, buildings, equipment, and public facilities that have been damaged by a disaster as defined in section 29C.2 and that are

located in an area that the governor has proclaimed a disaster emergency or the president of the United States has declared a major disaster, including Linn Grove Dam, and the reimbursement of the county's general fund or other funds of the county for expenditures made related to remediation, restoration, repair, and cleanup of damage caused by a disaster as defined in section 29C.2 when the damage is located in an area that the governor has proclaimed a disaster emergency or the president of the United States has declared a major disaster, including Linn Grove Dam; and acquisition and equipping of vehicles for the Sheriff's Department.

- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean the County Auditor of Buena Vista County, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- "Resolution" shall mean this resolution authorizing the Notes.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- "Treasurer" shall mean the County Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

- a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in Buena Vista County, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$101,700	2021/2022
\$101,266	2022/2023
\$351,511	2023/2024
\$351,699	2024/2025
\$351,862	2025/2026

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2021 will be collected during the fiscal year commencing July 1, 2022.)

- b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Buena Vista County, Iowa and the Auditor is hereby instructed in

and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the County are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional County Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the County available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the County, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the County from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

Note Details. General Obligation Capital Loan Notes of the County in the amount of \$1,220,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 331.402, 331.442, 331.443 and 331.445 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2021A", be dated March 31, 2021, and bear interest from the date thereof at the rate of 0.820%, until payment thereof, at the office of the Paying Agent. Principal of and interest on the Note shall be payable as set forth in the Amortization Schedule attached to the Note and incorporated herein by this reference. At

the request of the original purchaser of the Note, the Notes shall be issued as a single Note in the total authorized amount of \$1,220,000.

The Notes shall be executed by the manual or facsimile signature of the Chairperson and attested by the manual or facsimile signature of the Auditor, and impressed or printed with the seal of the County and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$100,000 or integral multiples of \$1,000 in excess thereof. The Notes shall mature and bear interest as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$1,220,000	0.820%	2026*

\* Term Note

a) Redemption.

Optional Redemption. Notes may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

(b) Mandatory Payment and Redemption of Term Notes. All Term Notes are subject to mandatory redemption prior to maturity at a price equal to 100% of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Term Note

Principal Amount	Interest Rate	Maturity June 1st
\$90,000	0.820%	2022
\$92,000	0.820%	2023
\$343,000	0.820%	2024
\$346,000	0.820%	2025
\$349,000	0.820%	2026*

\*Final Maturity



Section 7. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The County Auditor is hereby appointed as Note Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 331.446 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentation of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted

exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 8. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 9. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 10. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Chairperson and Auditor shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 11. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 12. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"  
"COUNTY OF BUENA VISTA"  
"GENERAL OBLIGATION CAPITAL LOAN NOTE"  
"SERIES 2021A"  
COUNTY PURPOSE

Rate: 0.820%  
Maturity: June 1, 2026  
Note Date: March 31, 2021  
CUSIP No.: N/A  
"Registered"  
Certificate No. 1  
Principal Amount: \$1,220,000

Buena Vista County, State of Iowa, a political subdivision organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of the County Auditor, Paying Agent of this issue, or its successor, with interest on said sum from the date hereof until paid at the rate per annum specified above, payable as to principal and interest as set forth in the Amortization Schedule attached hereto and incorporated herein by this reference.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 331.402, 331.442, 331.443 and 331.445 of the Code of Iowa, for the purpose of paying costs of the remediation, restoration, repair, cleanup, replacement, and improvement of property, buildings, equipment, and public facilities that have been damaged by a disaster as defined in section 29C.2 and that are located in an area that the governor has proclaimed a disaster emergency or the president of the United States has declared a major disaster, including Linn Grove Dam, and the reimbursement of the county's general fund or other funds of the county for expenditures made related to remediation, restoration, repair, and cleanup of damage caused by a disaster as defined in section 29C.2 when the damage is located in an area that the governor has proclaimed a disaster emergency or the president of the United States has declared a major disaster, including Linn Grove Dam; and acquisition and equipping of vehicles for the Sheriff's Department, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Board of said County duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

All Term Notes are subject to mandatory redemption prior to maturity at a price equal to 100% of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Principal Amount	Interest Rate	Maturity June 1st
\$90,000	0.820%	2022
\$92,000	0.820%	2023
\$343,000	0.820%	2024
\$346,000	0.820%	2025
\$349,000	0.820%	2026*

\* Term Note

Notes may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the County Auditor, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 331.446 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

This Note is a "qualified tax-exempt obligation" designated by the County for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Board of Supervisors, has caused this Note to be signed by the manual or facsimile signature of its Chairperson and attested by the manual or facsimile signature of its County Auditor, with the seal of the County printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, the County Auditor, Storm Lake, Iowa.

Date of authentication: \_\_\_\_\_

This is one of the Notes described in the within mentioned Resolution, as registered by the County Auditor.

COUNTY AUDITOR, Registrar

By: \_\_\_\_\_

Authorized Signature

Registrar and Transfer Agent:	County Auditor
Paying Agent:	County Auditor

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

BUENA VISTA COUNTY, STATE OF IOWA

By: \_\_\_\_\_ (manual or facsimile signature)  
Chairperson

ATTEST:

By: \_\_\_\_\_ (manual or facsimile signature)  
County Auditor

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security or Tax Identification No. \_\_\_\_\_) the within Note and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Person(s) executing this Assignment sign(s) here)

SIGNATURE )  
GUARANTEED) \_\_\_\_\_

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. 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 signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) \_\_\_\_\_

Address of Transferee(s) \_\_\_\_\_

Social Security or Tax Identification \_\_\_\_\_

Number of Transferee(s) \_\_\_\_\_

Transferee is a(n): \_\_\_\_\_

Individual\* \_\_\_\_\_ Corporation \_\_\_\_\_

Partnership \_\_\_\_\_ Trust \_\_\_\_\_

\*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

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

IA UNIF TRANS MIN ACT ..... Custodian .....  
(Cust) (Minor)

Under Iowa Uniform Transfers to Minors Act.....

(State)

ADDITIONAL ABBREVIATIONS MAY  
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Note)

Section 13. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Chairperson and attested by the County Auditor. The Chairperson and County Auditor are authorized and directed to execute, attest, seal and deliver for and on behalf of the County any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 14. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said County and the purchaser of the Notes.

Section 15. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes.

Section 16. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The County Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 17. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes;(c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes;(e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 18. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 19. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 20. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 21. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 16th day of March, 2021.

/s/ Kelly Snyder, Chairperson.....Attest: Susan K. Lloyd, County Auditor

Motion by Ringgenberg, second by Merten, to approve and authorize signatures on the Loan Agreement for the \$1,220,000 General Obligation Capital Loan Note Series 2021A. Carried.

Motion by Merten, second by Altena, to approve and authorize signatures on the Purchase Agreement for the \$1,220,000 General Obligation Capital Loan Note Series 2021A. Carried.

Motion by Altena, second by Ringgenberg, to approve and authorize signatures on the Delivery Certificate for the \$1,220,000 General Obligation Capital Loan Note Series 2021A. Carried.

Motion by Merten, second by Ringgenberg, to approve and authorize signatures on the Transcript Certificate for the \$1,220,000 General Obligation Capital Loan Note Series 2021A. Carried.

Treasurer Danelle Haberman presented her deputy appointments and salary recommendations to the Board. Motion by Ringgenberg, second by Merten, to concur with the Treasurer's appointment of Theresa Sandvig to 1<sup>st</sup> Deputy, and to approve her salary at 82% of the Treasurer's, effective March 16, 2021. Carried.

Motion by Ringgenberg, second by Merten, to concur with the Treasurer's appointment of Kim Briley to 1<sup>st</sup> Deputy in charge of Driver's License, and to approve her salary at 80% of the Treasurer's, effective March 16, 2021. Carried.

Motion by Ringgenberg, second by Merten, to concur with the Treasurer's appointment of Isabel Andrade to 1<sup>st</sup> Deputy in Charge of Motor Vehicle, and to approve her salary at 75% of the Treasurer's, effective March 16, 2021. Carried.



Motion by Ringgenberg, second by Merten, to concur with the **Treasurer's appointment** of Sonia Banuelos-Brown to 2<sup>nd</sup> Deputy in the Motor Vehicle Department, and to approve her salary at 74% of the Treasurer's, effective March 16, 2021. Carried.

Motion by Ringgenberg, second by Merten, to approve **increasing the hourly rate** of Tami Tendal \$2.00 per hour, to \$22.41, as she will be a floater between the Motor Vehicle and Tax Departments, effective March 16, 2021. Carried.

Motion by Ringgenberg, second by Altena, to approve the **minutes** of 3/9/21 as printed, today's **claims approval list**, **stamped drainage warrant register**, and the following **reports**: December 3<sup>rd</sup> Judicial District Department of Correctional Services Board of Directors meeting minutes, March Manager's Report for the Landfill, February Landfill Commission minutes, and February Conservation Board minutes. Carried.

Motion by Merten, second by Ringgenberg, to **correct the 3/2/2021 minutes**, to include **Resolution #2021-03-02-B** Directing the Acceptance of a Proposal to Purchase \$1,220,000 General Obligation Capital Loan Notes, Series 2021A. Carried.

Motion by Ringgenberg, second by Altena, to approve and authorize the Chair to sign the **3<sup>rd</sup> party EOB Authorization**. Carried.

**Supervisor Meeting Reports:** Merten attended a Rolling Hills Mental Health meeting and will have Plains Area Mental Health meeting next week; Altena attended the Solid Waste Commission meeting; Ringgenberg attended the Board of Health meeting; Snyder has Emergency Management Commission meeting, E911 Board meeting, RIDES, Workforce Development meeting, and YES Center meetings this week.

There being no further business, motion by Ringgenberg, second by Merten, to adjourn the meeting at 11:53 a.m. until Tuesday, March 23 at 8:30 a.m. for a special session. Carried.