

**BOARD OF SUPERVISORS MEETING
TWENTY-NINETH MEETING, 2022 SESSION (29)
JUNE 21, 2022**

The Buena Vista County Board of Supervisors met in regular session on Tuesday, June 21, 2022, at 8:30 A.M. in the Boardroom with Chairman Merten presiding, and the following members present: Altena, Huseman, Ringgenberg, and Snyder and with 1st Deputy Auditor Sharon Henkel as clerk for the meeting.

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

Motion by Snyder, second by Ringgenberg, to amend and approve **today's agenda**, adding action item #24 authorizing members to sign the FY'21 Audit Representation. Carried.

Motion by Huseman, second by Ringgenberg, to approve the **utility permit** for Windstream Communications, for conduit and fiber optic cable along 510th Street / C29 in Fairfield township on East side of Albert City near ethanol plant. Carried.

Motion by Ringgenberg, second by Huseman, to **rescind Resolution #2022-06-07-A** To Provide Financial Assurance for Expenses Related to mitigation for the Bridge Replacement Project on M36 over Bluebird Creek, as it was not satisfactory to the Army Corps. Carried.

Motion by Huseman, second by Snyder, to approve new verbiage and authorize the Chair to sign **Resolution #2022-06-21-A** Providing Financial Assurance for Expenses Related to Mitigation for the Bridge Replacement Project on M36 over Bluebird Creek. Carried.

**RESOLUTION 2022-06-21-A
RESOLUTION PROVIDING FINANCIAL ASSURANCE FOR EXPENSES RELATED TO MITIGATION
FOR THE BRIDGE REPLACEMENT PROJECT ON M36 OVER BLUEBIRD CREEK.**

WHEREAS, the Board of Supervisors, hereafter referred to as "the Board", believes the Bridge Replacement on M36 over Bluebird Creek, hereafter referred to as "the project", is in the best interest of Buena Vista County, Iowa, and the residents thereof; and

WHEREAS, the Board has sought appropriate professional guidance for the concept, planning, and design of the project and followed state and federal laws; and

WHEREAS, compensatory mitigation is required for the project to comply with Section 404 of the Clean Water Act; and

WHEREAS, the Board has accepted a mitigation plan that will result in construction of stream bank shaping and riparian buffers at a separate location; and

WHEREAS, the U.S. Army Corps of Engineers has requested financial assurance that Buena Vista County will perform the required compensatory mitigation prior to issuing Section 404 Permit #2022-0645;

NOW THEREFORE BE IT RESOLVED BY THE BUENA VISTA COUNTY BOARD OF SUPERVISORS, that \$60,000.00 in the FY'22 Secondary Road Fund ending fund balance be considered and is hereby unreserved/designated and committed for the Mitigation needed for the Bridge Replacement on M36 over Bluebird Creek to comply with Section 404 Permit #2022-0645. These funds shall remain committed for a minimum of 5 years after the construction of the mitigation site or until the United States Army Corps of

Engineers has concurred that the mitigation site has met the requirements of the permit. These funds shall be utilized solely for the construction, maintenance, and inspection of the mitigation site during this period.

PASSED AND APPROVED this 21st day of June, 2022.

Attest:

Paul Merten, Chair, Board of Supervisors

Sharon Henkel, 1st Deputy County Auditor

Secondary Road Report: The Buena Vista County Fair has asked for a donation of six hundred tons of new dirt to construct a motocross track for fair week. It would be a labor and mileage donation for the county to haul the dirt from Storm Lake to Alta and motor grader operators to get the track shaped up for the event. Usual maintenance being done with shouldering and mowing hard surface roads, back blading gravel; they will be widening entrances soon.

Auditor Susan Lloyd requested that the Board allow her employees to be paid out some of their comp time that has been accumulating due to all the extra time worked for elections. Lloyd stated that it is difficult to schedule time off with their vacations and then trying to reduce their comp time. Lloyd stated that there are two more elections this fall, and so there will be more comp time added to the employee's totals. Lloyd would like to pay them for some comp time hours now, reducing their comp time balances to 40 hours, and charging the expense to elections. The request would be to pay Sharon Henkel for 11.30 hours, Karla Ahrendsen for 47.43 hours, and Yvonne Sandhoff for 51.02 hours, all out of the current fiscal year. Kristina Konradi will be taking her 20.67 hours in time off. Motion by Ringgenberg, second by Huseman, to approve the request of Auditor Susan Lloyd, to **pay out comp time** to Sharon Henkel for 11.30 hours, Karla Ahrendsen for 47.43 hours, and Yvonne Sandhoff for 51.02 hours, all out of the current fiscal year. Carried.

Conservation Director/Weed Commissioner Greg Johnson presented department updates to the Board. Brian is spraying weeds and trimming trees, Bait Shop is a little slow right now with river not going as usual but should pick up once dam is fixed. Timber Ridge campground project is ready to begin. It will be a multiphase project. Marina is still in conversation and looking at grant options for that.

Drainage Clerk Kristina Konradi presented a spreadsheet to the Board of the various drainage districts that have negative fund balances, along with proposed levy amounts, including a maintenance fund for each drainage district. Motion by Ringgenberg, second by Snyder, to set the levy for **DD #1 LAT 2 OD** at 71%, **DD #8** at 51.5%, **JT. DD #18-42 Main** at 1.25%, **DD #48** at 38.25%, **DD #53** at 15.85%, **DD #78** at 21.25%, **DD #81** at 9.75%, **DD #90** at 8.75%, **DD #108 & 108 Ext** at 4.15%, **Jt. DD 144** at 4.10%, **DD #147** at 27.50%, and **Jt. DD #150 North Main** at 16%. Carried.

Hear the public: Environmental Health/Zoning Director Kim Johnson came to inform the Board of a phone call from Elite Clean Energy. They will be decommissioning wind towers in Buena Vista County. 20 to 40 wind towers are being replaced and will still generate the same power as before. All need variances and permits. The company has started negotiations with landowners. On July 12, 2022, a public meeting will be held at the Alta Community Center. Another meeting will be scheduled with Johnson, Wilkinson, and Blomme attending, along with a couple of the Supervisors.

Board Member Ringgenberg introduced the following resolution entitled "RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Board Member Altena seconded the motion to adopt. The roll

was called and the vote was, Ayes: Altena, Huseman, Merten, Ringgenberg, Snyder. Nays: None. Whereupon, the Chairperson declared said Resolution duly adopted as follows:

RESOLUTION #2022-06-21-B

RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, \$4,340,000 General Obligation Capital Loan Notes, Series 2022A, dated July 6, 2022, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

WHEREAS, this Board has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered notes; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the County and UMB Bank, N.A.

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

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$4,340,000 General Obligation Capital Loan Notes, Series 2022A, dated July 6, 2022.

2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Chairperson and Auditor are authorized to sign the Agreement on behalf of the County.

PASSED AND APPROVED this 21st day of June, 2022.

/s/ Paul Merten, Chairperson, Board of Supervisors.....Attest: Sharon Henkel, Deputy County Auditor

Board Member Snyder introduced the following Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$4,340,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022A, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Board Member Huseman seconded the motion to adopt, and the roll being called thereon, the vote was as follows: Ayes: Altena, Huseman, Merten, Ringgenberg, Snyder. Nays: None. Whereupon, the Chairperson declared said Resolution duly adopted as follows:

RESOLUTION #2022-06-21-C

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$4,340,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022A, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE 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 Issuer is in need of funds to pay costs of aiding of the planning, undertaking, and carrying out of urban renewal projects under the authority of chapter 403, including projects for the construction, reconstruction, improvement, repair, or equipping of roads as set forth in the Platinum Urban Renewal Plan, adopted on March 15, 2022, essential county purposes, and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of \$4,340,000 be authorized for said purposes; and

WHEREAS, pursuant to notice published as required by Sections 331.402, 331.441(2)(b)(14) 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 purposes; 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:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "BAM" shall mean Build America Mutual Assurance Company, or any successor thereto.
- "Beneficial Owner" shall mean, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Notes.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Notes " shall mean the Notes as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Note pursuant to the Representation Letter.
- "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 \$4,340,000 General Obligation Capital Loan Notes, Series 2022A, authorized to be issued by this Resolution.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Notes as securities depository.
- "Paying Agent" shall mean UMB Bank, N.A., 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.
- "Policy" shall mean the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Notes when due.
- "Project" shall mean the costs of aiding of the planning, undertaking, and carrying out of urban renewal projects under the authority of chapter 403, including projects for the construction, reconstruction, improvement, repair, or equipping of roads as set forth in the Platinum Urban Renewal Plan, adopted on March 15, 2022.
- "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 UMB Bank, N.A. of West Des Moines, 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.
- "Security Documents" shall mean the resolution, loan agreement, note, and/or any additional or supplemental documents executed in connection with 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 Auditor 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:

<u>AMOUNT</u>	<u>FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION</u>
\$150,398.27*	2022/2023
\$246,595.00**	2023/2024
\$248,395.00***	2024/2025
\$246,398.00	2025/2026
\$349,400.00	2026/2027
\$346,800.00	2027/2028
\$349,000.00	2028/2029
\$350,800.00	2029/2030
\$352,200.00	2030/2031
\$353,200.00	2031/2032
\$348,800.00	2032/2033
\$349,200.00	2033/2034
\$349,200.00	2034/2035
\$348,800.00	2035/2036
\$349,350.00	2036/2037
\$349,550.00	2037/2038
\$349,400.00	2038/2039
\$492,400.00	2039/2040
\$499,200.00	2040/2041

* Payable from capitalized interest.

** \$166,595 payable from capitalized interest.

*** \$106,255 payable from capitalized interest.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2022 will be collected during the fiscal year commencing July 1, 2023.)

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. 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 4. 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 5. Note Details, Execution and Redemption.

a) Note Details. General Obligation Capital Loan Notes of the County in the amount of \$4,340,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 331.402, 331.441(2)(b)(14) and 331.443 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 2022A", be dated July 6, 2022, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2022, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

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 \$5,000 or multiples thereof. The Notes shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$80,000	4.00%	2024
\$170,000	2.35%	2026*
\$190,000	4.00%	2027
\$195,000	4.00%	2028
\$205,000	4.00%	2029
\$440,000	4.00%	2031*
\$475,000	4.00%	2033*
\$510,000	4.00%	2035*
\$840,000	3.50%	2038*
\$1,235,000	4.00%	2041*

*Term Notes

b) Redemption.

i. Optional Redemption. Notes maturing after June 1, 2030, 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.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

ii. 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 #1

Principal Amount	Interest Rate	Maturity June 1st
\$85,000	2.35%	2025
\$85,000	2.35%	2026*

*Final Maturity

Term Note #2

Principal Amount	Interest Rate	Maturity June 1st
\$215,000	4.00%	2030
\$225,000	4.00%	2031*

*Final Maturity

Term Note #3

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$235,000	4.00%	2032
\$240,000	4.00%	2033*

*Final Maturity

Term Note #4

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$250,000	4.00%	2034
\$260,000	4.00%	2035*

*Final Maturity

Term Note #5

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$270,000	3.50%	2036
\$280,000	3.50%	2037
\$290,000	3.50%	2038*

*Final Maturity

Term Note #6

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$300,000	4.00%	2039
\$455,000	4.00%	2040
\$480,000	4.00%	2041*

*Final Maturity

The principal amount of Term Notes may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Notes credited against future mandatory redemption requirements for such Term Notes in such order as the County shall determine.

c) Urban Renewal Purposes.

The Notes are hereby declared to be issued for essential public and governmental purposes for qualified urban renewal projects.

Section 6. Issuance of Notes in Book-Entry Form; Replacement Notes.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Notes, unless the Issuer determines to permit the exchange of Depository Notes for Notes in Authorized Denominations, the Notes shall be issued as Depository Notes in denominations of the entire principal amount of each maturity of Notes (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid

amount). The Notes must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Notes registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Notes at the address indicated or in the Representation Letter.

b) The Notes will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Notes. Upon initial issuance, the ownership of the Notes will be registered in the registry books of the UMB Bank, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal or redemption price of or interest on the Notes, selecting the Notes or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Notes under the Resolution of the Issuer, registering the transfer of Notes, obtaining any consent or other action to be taken by registered owners of the Notes and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Notes under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Notes; with respect to any notice given to owners of Notes under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Notes, or a consent given or other action taken by DTC as registered owner of the Notes. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Notes only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Notes to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Notes will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Notes certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Notes certificates. The Notes will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Notes will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Note and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Noteholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Noteholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Noteholder.

f) The Blanket Issuer Letter of Representations to DTC sets forth certain matters with respect to notices, consents and approvals by Noteholders and payments on the Notes. The Blanket Issuer Letter of Representations is hereby authorized, and execution thereof by the Chairperson is conclusive evidence of this approval.

g) In the event that a transfer or exchange of the Notes is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Notes to be transferred or exchanged and appropriate instruments of transfer. In the event Note certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Notes, or other securities depository as holder of all the Notes, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Notes, (ii) registration and transfer of interests in Depository Notes by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Notes in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Notes, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Notes, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

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. UMB Bank, N.A. is hereby appointed as Note Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. 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 unmaturing 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.

No Notes shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Notes to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

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 2022A"
ESSENTIAL COUNTY PURPOSE

Rate: _____
Maturity: _____
Note Date: July 6, 2022
CUSIP No.: _____
"Registered"
Certificate No. _____
Principal Amount: \$ _____

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 UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2022, and semiannually thereafter on the 1st day of June and December in each year.

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 and 331.443 of the Code of Iowa, for the purpose of paying costs of aiding of the planning, undertaking, and carrying out of urban renewal projects under the authority of chapter 403, including projects for the construction, reconstruction,

improvement, repair, or equipping of roads as set forth in the Platinum Urban Renewal Plan, adopted on March 15, 2022, 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.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Notes maturing after June 1, 2030, 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.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

The Notes maturing on June 1, 2026 are subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 2.35% per annum at a price 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 #1

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$85,000	2.35%	2025
\$85,000	2.35%	2026*

*Final Maturity

The Notes maturing on June 1, 2031 are subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 4.00% per annum at a price 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 #2

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$215,000	4.00%	2030
\$225,000	4.00%	2031*

*Final Maturity

The Notes maturing on June 1, 2033 are subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 4.00% per annum at a price 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:

<u>Principal Amount</u>	<u>Maturity June 1st</u>
\$235,000	4.00% 2032
\$240,000	4.00% 2033*

*Final Maturity

The Notes maturing on June 1, 2035 are subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 4.00% per annum at a price 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:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$250,000	4.00%	2034
\$260,000	4.00%	2035*

*Final Maturity

The Notes maturing on June 1, 2038 are subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 3.50% per annum at a price 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:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$270,000	3.50%	2036
\$280,000	3.50%	2037
\$290,000	3.50%	2038*

*Final Maturity

The Notes maturing on June 1, 2041 are subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 4.00% per annum at a price 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:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$300,000	4.00%	2039
\$455,000	4.00%	2040
\$480,000	4.00%	2041*

*Final Maturity

The principal amount of Term Notes may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Notes credited against future mandatory redemption requirements for such Term Notes in such order as the County shall determine.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., 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, 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, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication: _____

This is one of the Notes described in the within mentioned Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar

By: _____

Authorized Signature

Registrar and Transfer Agent: UMB Bank, N.A.

Paying Agent: UMB Bank, N.A.

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)

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 Note to UMB Bank, N.A., West Des Moines, Iowa, or its successor, as paying agent for the Notes (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 Notes, the owner acknowledges and consents to (i) 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 Note, BAM shall be deemed to be the sole owner of the Notes for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of

the Notes or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Resolution, at law or in equity.

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

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 Auditor 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. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Notes or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Note (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

Section 18. 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 19. 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 20. 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 21. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 22. 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.

Section 23. Insurer Provisions.

a) Notice and Other Information to be given to BAM. The Issuer will provide BAM with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Agreement upon request of BAM and (ii) to the holders of Insured Obligations under the Security Documents.

The notice address of BAM is: Build America Mutual Assurance Company, 1 World Financial Center, 27th Floor, 200 Liberty Street, New York, NY 10281, Attention: Surveillance, Re: Policy No. _____, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

b) Amendments, Supplements and Consents.

i. *Amendments.* Whenever any Security Document requires the consent of Noteholders, BAM's consent shall also be required. In addition, any amendment, supplement or modification to the Security Documents that adversely affect the rights or interests of BAM shall be subject to the prior written consent of BAM.

ii. *Consent of BAM Upon Default.* Anything in any Security Document to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, BAM shall be deemed to be the sole holder of the Notes for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Notes or the Paying Agent for the benefit of such holders under any Security Document. No default or event of default may be waived without BAM's written consent.

c) BAM As Third Party Beneficiary. BAM is explicitly recognized as and shall be deemed to be a third party beneficiary of the Security Documents and may enforce any right, remedy or claim conferred, given or granted thereunder.

d) Policy Payments.

i. In the event that principal and/or interest due on the Notes shall be paid by BAM pursuant to the Policy, the Notes shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Notes.

ii. Irrespective of whether any such assignment is executed and delivered, the Issuer and the Paying Agent agree for the benefit of BAM that:

a) They recognize that to the extent BAM makes payments directly or indirectly (e.g., by paying through the Paying Agent), on account of principal of or interest on the Notes, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the Security Documents and the Notes; and

b) They will accordingly pay to BAM the amount of such principal and interest, with interest thereon, but only from the sources and in the manner provided in the Security Documents and the Notes for the payment of principal of and interest on the Notes to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.

iii. *Special Provisions for Insurer Default.* If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraph (ii) above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Notes for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph, "Insurer Default" means: (A) BAM has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily

commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).

PASSED AND APPROVED this 21st day of June, 2022.

/s/ Paul Merten, Chairperson, Board of Supervisors.....Attest: Sharon Henkel, Deputy County Auditor

Motion by Snyder, second by Ringgenberg, to approve the **minutes** of 6/14/22, as corrected, today's **claims approval list**, **stamped drainage warrant register**, and the following **reports**: May Conservation Board minutes. Carried.

Motion by Huseman, second by Snyder, to approve and authorize the Chair to sign the **payroll change notices** for the non-elected department heads, for the FY'23 salary increases. Carried.

Motion by Snyder, second by Altena, to authorize the Chair to sign the termination letter cancelling **Vision Care Direct**, effective 7/31/2022. Carried.

Motion by Huseman, second by Snyder, to authorize the Chair to sign the new **Principal Vision Insurance Policy** proposal, effective 8/1/2022. Carried.

Motion by Ringgenberg, second by Snyder to authorize the Chair to sign Policyholder Responsibilities and Electronic Consent for **Principal Life Insurance Company**. Carried.

Motion by Altena, second by Ringgenberg, to authorize the Chair to sign the Employer Application for Group Insurance with **Principal Life Insurance Company**. Carried.

Action item # 15 on today's agenda was part of the Principal Vision from previous motion above, not separate.

Motion by Huseman, second by Snyder, to approve and authorize the Chair to sign the **Liquor License Application** for a Class C Beer permit and Sunday Sales for Al's Corner Oil Co., DBA Sparky's One Stop #16. Carried.

Motion by Ringgenberg, second by Huseman, to approve the **Cigarette/Tobacco Permit** for Brew Oil LLC, DBA Brew #1 West Lake. Carried.

Motion by Ringgenberg, second by Huseman, to approve and authorize the Chair to sign the engagement letter for **Hunzelman, Putzier & Co., PLC**, to prepare the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Buena Vista County, Iowa as of and for the year ended June 30, 2022, and the related notes to the financial statements, along with preparing the required supplementary information. Carried.

Motion by Ringgenberg, second by Altena, to approve and authorize the Chair to sign the audit engagement letter for **Winther Stave & Co, LLP**, to audit the financial statements of Buena Vista County, for the years ended June 30, 2022, 2023, and 2024. Carried.

Motion by Snyder, second by Huseman, to approve and authorize the Chair to sign the **Jt. DD #22 MOD** claim to Johnsen Contractors LLC, for removal of beaver dams, in the amount of \$687.50. Carried.

Motion by Ringgenberg, second by Altena, to approve and authorize the Chair to sign the **Jt. DD #22 MOD** claim to Kent Malm, for site visit regarding beaver dams, in the amount of \$60.00. Carried.

Motion by Snyder, second by Huseman, to approve and authorize the Chair to sign the **Jt. DD #22 Branch 19 Tile** claim to Johnsen Contractors, LLC, for tile repairs, in the amount of \$950.00. Carried.

Motion by Altena, second by Ringgenberg, to approve and authorize the Chair to sign the **Jt. DD #22 Branch 19 Tile** claim to Kent Malm, for site visit regarding tile repairs, in the amount of \$40.00. Carried.

Motion by Snyder, second by Ringgenberg, to approve and authorize the Auditor to **transfer** the FY'21 boat title fees from the General Basic Fund to Conservation Land Acquisition Trust Fund, in the amount of \$765.00. Carried.

Motion by Ringgenberg, second by Huseman, to accept the **FY 21 Audit representation letter** and authorize the Chair to sign. Carried.

There being no further business, motion by Huseman, second by Snyder, to adjourn the meeting at 10:46 a.m. until Tuesday, June 28 at 8:30 a.m. for a special meeting.