

## APRIL 19, 2022 SIXTEENTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, April 19, 2022 at 4:30 p.m. Board members present were Ung, Radig, De Witt, and Taylor; Wright was absent. Staff members present were Karen James, Board Administrative Assistant, Dennis Butler, Budget Tax/Analyst, Joshua Widman, Assistant County Attorney, Melissa Thomas, Human Services Director, and Michelle Skaff, Deputy Auditor/Clerk to the Board.

The regular meeting was called to order with the Pledge of Allegiance to the Flag and a Moment of Silence.

1. Gary Brown addressed the board with concerns regarding the emergency services department.

Motion by Ung second by Radig to receive documents from Mr. Brown regarding EMS dept concerns. Carried 4-0. Copy filed.

Daniel Cotters addressed the board with concerns regarding electronic elections ballots.

2. Motion by Radig second by Ung to approve the agenda for April 19, 2022 with a change to item 12 to information only. Carried 4-0. Copy filed.

Motion by Taylor second by Radig to approve the following items by consent:

3. To approve minutes of the April 12, 2022 meeting. Copy filed.
4. To approve the claims totaling \$1,689,343.94. Copy filed.
- 5a. To approve to set the dates and times for three public hearings for the proposed Zoning Ordinance Map Amendment for parcel #894624100009 for May 3<sup>rd</sup> @ 4:40 p.m., May 10<sup>th</sup> @ 4:40 p.m., and May 17<sup>th</sup> @ 4:40 p.m. Copy filed.
- 5b. To approve to set the dates and times for three public hearings for the proposed Zoning Ordinance Map Amendment for parcel #874705200002 for May 3<sup>rd</sup> @ 4:42 p.m., May 10<sup>th</sup> @ 4:42 P.m., and May 17<sup>th</sup> @ 4:42 p.m. Copy filed.
6. To receive the County Recorder's Report of Fees Collected for the period 01/01/22 through 03/31/22. Copy filed.
- 7a. To approve the lifting of tax suspension for Robert Peterson. Copy filed.
- 7b. To approve the refund of property tax for Bankwest in the amount of \$102.00. Copy filed.
- 7c. To approve the refund of property tax for parcel #894711257007 in the amount of \$1,948.56 and parcel #884706278009 in the amount of \$2,802.64. Copy filed.
- 7d. To approve the refund of property tax for parcel #884731203043 in the amount of \$326.00, parcel #884731402006 in the amount of \$1,839.00, parcel #884732104003 in the amount of \$2,526.00, parcel #884732131003 in the amount of \$2,220.00, parcel #884708301008 in the amount of \$1,804.00, parcel #894716455019 in the amount of \$751.00, parcel #894719177002 in the amount of \$2,434.00, and parcel #894717437007 in the amount of \$1,133.00. Copy filed.
- 7e. To approve the refund of property tax for parcel #894716108001 in the amount of \$1,318.00. Copy filed.
8. To approve the medical examiner contract. Copy filed.
- 9a. To approve the separation of Mollie Scott, Clerk II, County Treasurer Dept., effective 04-22-22. Resignation.; the appointment of Jesse Lieber, Assistant Director, Juvenile Detention Dept., effective 04-25-22, \$63,398.16/year. Job Vacancy Posted 3-9-22. Entry Level Salary: \$63,398.16.yr.; the separation of Andrew Donawa, Director, Emergency Services Dept., effective 04-29-22. Resignation.; the reclassification of Madison Warder, Assistant County Attorney, County Attorney Dept., effective 05-02-22, \$76,434/year, 4.5%=\$3,346/year. Per AFSCME Assist.

County Attorney Contract agreement, from Step 4 to Step 5.; the reclassification of Kimberlie Barbagallo, Clerk II, County Auditor Dept., effective 05-02-22, \$20.60/hour, 5.4%=\$1.07/hour. Per AFSCME Courthouse Contract agreement, from Grade 3/Step 3 to Grade 3/Step 4.; the reclassification of Deborah McDermott, Clerk II, County Treasurer Dept., effective 05-02-22, \$22.80/hour, 10.6%=\$2.20/hour. Per AFSCME Courthouse Contract agreement, from Grade 3/Step 4 to Grade 3/Step 5.; and the end of probation of Dylan Hinds, Operations Officer-Paramedic, Emergency Services Dept., effective 05-02-22, \$19.95/hour, 6%=\$1.13/hour. End of Probation Salary Increase. Copy filed.

- 9b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for (2) Clerk II, County Treasurer Dept. AFSCME Courthouse: \$17.78/hour, and Director, Emergency Services Dept. Wage Plan: \$65,000-\$75,000/year. Copy filed.

Carried 4-0.

- 10a. Motion by Taylor second by Ung to clarify that the motion for the one-time retention incentive approve by the Board on 2/15/22 includes \$1,000 per full-time employee and also applies to part-time employees on a pro rate basis. Carried 4-0. Copy filed.
- 10b. Motion by Taylor second by Ung to clarify that the motion by the Board on 2/22/22 includes salaried union employees to provide the bargained for % increase to the employee's biweekly amount for the last pay-period of FY22 for each pay period for FY23. Carried 4-0. Copy filed.
- 11. Information was presented regarding the pay out of the \$1,000 retention pay form ARPA fund to be paid out on April 22<sup>nd</sup>, 2022. Copy filed.
- 12. Information was presented regarding a MOU to provide health insurance for the Sheriff's Office personnel medically discharged. Copy filed.
- 13a. Bid letting was held for motor grader. The bids are as follows:

Murphy Tractor, Sioux City, IA	\$324,500.00
Murphy Tractor, Sioux City, IA	\$318,500.00
Ziegler Equipment, Sioux City, IA	\$349,408.40
Ziegler Equipment, Sioux City, IA	\$339,791.47

Motion by Radig second by De Witt to receive the bids and refer them to the County Engineer for recommendation. Carried 4-0. Copy filed.

- 13b. Bid letting was held for single axle truck. The bids are as follows:

Boyer Truck, Sioux Falls, SD	\$168,886.00
Boyer Truck, Sioux Falls, SD	\$167,404.00
Cornhusker International, Sioux City, IA	\$205,520.00
Cornhusker International, Sioux City, IA	\$201,860.00

Motion by Taylor second by Radig to receive the bids and refer them to the County Engineer for recommendation. Carried 4-0.

- 13c. Bid letting was held for a wheel loader. The bids are as follows:

Murphy Tractor & Equipment	\$270,050.00
Titan Machinery, Sioux City, IA	\$266,000.00
Ziegler Cat, Sioux City, IA	\$301,852.92

Motion by Radig second by De Witt to receive the bids and refer them to the County Engineer for recommendation. Carried 4-0.

- 13d. Motion by Radig second by De Witt to approve the contract with Metal Culverts Inc. for \$130,758.00 for the supply of corrugated metal pipes for calendar year 2022. Carried 4-0. Copy filed.
- 14a. Motion by Taylor second by De Witt to approve the Mail Services LLC Master Service Agreement. Carried 4-0. Copy filed.
- 14b. Motion by Radig second by Taylor to approve the agreement for County Treasurer, County Sheriff, County Jail, County Economic Development and SDHD for In Office Payment machines. Carried 4-0. Copy filed.

Motion by Taylor second by Radig to approve replacement costs for County Sheriff IOP machines for \$750, County Jail IOP machines for \$750, County Economic IOP machines for \$250, and SDHD IOP machines for \$750 to be funded from gaming. Carried 4-0. Copy filed.

- 15a. Motion by Taylor second by Radig to approve and authorize the Chairperson to sign a Resolution declaring an official intent under Treasury regulation 1.150-2 to issue debt to reimburse the County for certain original expenditures paid in connection with specified projects. Carried 4-0.

**RESOLUTION #13,415  
RESOLUTION DECLARING AN OFFICIAL INTENT UNDER  
TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO  
REIMBURSE THE COUNTY FOR CERTAIN ORIGINAL  
EXPENDITURES PAID IN CONNECTION WITH SPECIFIED PROJECTS**

WHEREAS, the County anticipates making cash expenditures for one or more capital improvement projects, generally described below (each of which shall hereinafter be referred to as a "Project"); and

WHEREAS, the County reasonably expects to issue debt to reimburse the costs of a Project; and

WHEREAS, the Board believes it is consistent with the County's budgetary and financial circumstances to issue this declaration of official intent.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA:

Section 1. That this Resolution be and does hereby serve as a declaration of official intent under Treasury Regulation 1.150-2.

Section 2. That it is reasonably expected that capital expenditures will be made in respect of the following Project(s), from time to time and in such amounts as this Board determines to be necessary or desirable under the circumstances then and there existing.

Section 3. That the County reasonably expects to reimburse all or a portion of the following expenditures with the proceeds of bonds, notes or other indebtedness to be issued or incurred by the County in the future.

Section 4. That the total estimated costs of the Project(s), the maximum principal amount of the bonds, notes or other indebtedness to be issued for the foregoing Project(s) and the estimated dates of completion of the Project(s) are reasonably expected to be as follows:

Project	Fund from which Original expenditures are to be Advanced	Total Estimated Cost*	Amount of Borrowing Anticipated	Estimated Date of Completion
Prairie Hills Demo	CIP Fund	7,400	7,400	3/1/22
Election Equip	CIP Fund	172,574	172,574	3/1/22

WIT Sec. Inst.	CIP Fund	59,209	59,209	3/1/22
DH Windows	CIP Fund	55,000	55,000	3/1/22
Tyler Software	CIP Fund	1,063	1,063	3/1/22

\*It is intended to seek grants and other contributions to reduce the amount of borrowing required for the following Project(s):

If such grants are not received, it is intended that the costs to be financed will be increased accordingly.

Section 5. That the County reasonably expects to reimburse the above-mentioned Project costs not later than the later of eighteen months after the capital expenditures are paid or eighteen months after the property is placed in service, but in no event more than three (3) years after the original expenditure is paid.

Section 6. That this Resolution be maintained by the County Auditor in an Official Intent File maintained in the office of the Auditor and available at all times for public inspection, subject to such revisions as may be necessary.

PASSED AND APPROVED this 19<sup>th</sup> day of April, 2022  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 15b. Motion by Radig second by Taylor to approve and authorize the Chairperson to sign a Resolution amending the Resolution authorizing the issuance of \$2,416,000 General Obligation Capital Loan notes, series 2022A, and levying a tax for the payment thereof; passed and approved on March 29, 2022, by substituting a new Resolution therefor, approving and authorizing a form of loan agreement and authorizing and providing for the issuance of \$2,416,000 General Obligation Capital loan notes, series 2022A, and levying a tax to pay said notes; approval of the tax exemption certificate. Carried 4-0.

**RESOLUTION #13,416**  
**RESOLUTION AMENDING THE RESOLUTION**  
**AUTHORIZING THE ISSUANCE OF \$2,416,000 GENERAL**  
**OBLIGATION CAPITAL LOAN NOTES, SERIES 2022A, AND**  
**LEVYING A TAX FOR THE PAYMENT THEREOF, PASSED**  
**AND APPROVED ON MARCH 29, 2022, BY SUBSTITUTING**  
**A NEW RESOLUTION THEREFOR, APPROVING AND**  
**AUTHORIZING A FORM OF LOAN AGREEMENT AND**  
**AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF**  
**\$2,416,000 GENERAL OBLIGATION CAPITAL LOAN**  
**NOTES, SERIES 2022A, 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 Issuer is in need of funds to pay costs of erecting, equipping, remodeling or reconstructing of the Courthouse including audio/visual equipment, software, hardware and other equipment; front windows for the public building used by District Health; and remodeling the data center, essential county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$421,000 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, the Issuer is in need of funds to pay costs of demolition of abandoned, dilapidated, or dangerous buildings, structures or properties or the abatement of a nuisance including Prairie Hills demolition and related costs; peace officer communication equipment and other emergency services communication equipment and systems including software and hardware; and optical scan voting system and related equipment, essential county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$1,995,000 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, 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; and

WHEREAS, of March 29, 2022, the Board of Supervisors of said County did adopt a certain Resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF \$2,416,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022A, AND LEVYING A TAX FOR THE PAYMENT THEREOF"; and

WHEREAS, due to certain changes in the overall financing plans of the County, it is necessary to make numerous changes to the Resolution adopted on March 29, 2022; and, therefore, said Board has adopted a new Resolution to be substituted in its entirety for the Resolution previously adopted March 29, 2022, authorizing the issuance of \$2,416,000 General Obligation Capital Loan Notes, Series 2022A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY 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 Woodbury 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 \$2,416,000 General Obligation Capital Loan Notes, Series 2022A, authorized to be issued by this Resolution.
- "Paying Agent" shall mean the County Treasurer, 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 (a) erecting, equipping, remodeling or reconstructing of the Courthouse including audio/visual equipment, software, hardware and other equipment; (b) front windows for the public building used by District Health; (c) remodeling the data center; (d) demolition of abandoned, dilapidated, or dangerous buildings, structures or properties or the abatement of a nuisance including Prairie Hills demolition and related costs; (e) peace officer communication equipment and other emergency services communication equipment and systems including software and hardware; and (f) optical scan voting system and related equipment.
- "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 Treasurer of Woodbury 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 Woodbury County, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$539,154.56*	2022/2023
\$524,948.48	2023/2024
\$514,511.36	2024/2025
\$504,074.24	2025/2026
\$493,637.12	2026/2027

\*A levy has been included in the budget previously certified and will be used together with available County funds to pay the principal and interest of the Note coming due in fiscal year 2022/2023.

(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 Woodbury 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 which action requires a modification and change of the levies originally made in accordance with the Note Resolution certified to and filed in the Woodbury County Auditor's office on March 30, 2022.

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 "2022A 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.

a) Note Details. A General Obligation Capital Loan Note of the County in the amount of \$2,416,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 331.402 and 331.443 of the Code of Iowa for the aforesaid purposes. The Note shall be issued as a term note. The Note shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2022A", be dated May 5, 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 Note 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 \$1,000 or multiples thereof. The Notes shall mature and bear interest as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1<sup>st</sup></u>
\$2,416,000	2.160%	2027*

\*Term Note

b) Redemption.

i. Optional Redemption. The Notes may be called at any time for optional redemption by the Issuer on any date, 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.

ii. Mandatory Payment and Redemption of Term Note. The Term Note is 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	Term Note: Interest Rate	Maturity June 1st
\$483,200	2.160%	2023
\$483,200	2.160%	2024
\$483,200	2.160%	2025
\$483,200	2.160%	2026
\$483,200	2.160%	2027*

\*Final Maturity

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

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 Treasurer 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.

a) 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.

b) 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.

c) 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.

d) 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. The Note shall be printed substantially in the form as follows:

"STATE OF IOWA"  
"COUNTY OF WOODBURY"  
"GENERAL OBLIGATION CAPITAL LOAN NOTE"  
"SERIES 2022A"  
ESSENTIAL COUNTY PURPOSE  
Rate: 2.160%  
Maturity: June 1, 2027  
Note Date: May 5, 2022  
CUSIP No.: N/A  
"Registered"  
Certificate No. 1  
Principal Amount: \$2,416,000

Woodbury 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 Treasurer, 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 as set forth in the Debt Service 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 and 331.443 of the Code of Iowa, for the purpose of paying costs of (a) erecting, equipping, remodeling or reconstructing of the Courthouse including audio/visual equipment, software, hardware and other equipment; (b) front windows for the public building used by District Health; (c) remodeling the data center; (d) demolition of abandoned, dilapidated, or dangerous buildings, structures or properties or the abatement of a nuisance including Prairie Hills demolition and related costs; (e) peace officer communication equipment and other emergency services communication equipment and systems including software and hardware; and (f) optical scan voting system and related equipment, 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.

The Notes may be called at any time for optional redemption by the Issuer on any date, 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.

The Note maturing on June 1, 2027, is subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 2.160% 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:

Principal Amount	Maturity June 1st
\$483,200	2023
\$483,200	2024
\$483,200	2025
\$483,200	2026
\$483,200	2027*

\*Final Maturity

The principal amount of the Term Note may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Note credited against future mandatory redemption requirements for such Term Note 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 the County Treasurer, 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, the County Treasurer, Woodbury County, Iowa.

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

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

COUNTY TREASURER, Registrar  
Woodbury County, Iowa

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

Authorized Signature

Registrar and Transfer Agent:

Paying Agent:

County Treasurer

County Treasurer

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

WOODBURY 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 19th day of April, 2022.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

16. Motion by Taylor second by Radig to approve a support letter for Siouxland Mental Health. Carried 4-0. Copy filed.
17. Motion by Radig second by De Witt to defer approval of office location/space for senior & traveling judge's office. Carried 4-0. Copy filed.
18. The Board heard reports on committee meetings.
19. There were no citizen concerns.
20. Board concerns were heard.

The Board adjourned the regular meeting until April 26, 2022.

Meeting sign in sheet. Copy filed.