

**MAY 6, 2014 — NINETEENTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS**

The Board of Supervisors met on Tuesday, May 6, 2014 at 10:00 a.m. Board members present were Clausen, Monson, Smith, and Boykin; Tripp was absent. Staff members present were Karen James, Board Administrator, Dennis Butler, Finance/Operations Controller, Joshua Widman, Assistant County Attorney, and Patrick F. Gill, Auditor/Clerk to the Board.

The meeting was called to order.

Motion by Monson second by Smith to approve the minutes of the 04/29/2014 Board meeting. Carried 4-0. Copy filed.

Motion by Clausen second by Smith to approve the county's claims totaling \$542,051.81. Carried 4-0. Copy filed. 444d

Motion by Monson second by Clausen to approve the separation of Jason Carlson, Engineering Tech I, Secondary Roads Dept., effective 05/02/14. Resignation.; the appointment of Frederick Beckman, Civilian Jailer, County Sheriff Dept., effective 05/07/14, \$16.85/hour. Job Vacancy Posted 3-5-14. Entry level salary: \$16.85/hour.; the appointment of Erin Warrior, Civilian Jailer, County Sheriff Dept., effective 05/09/14, \$16.85/hour. Job Vacancy Posted 2-19-14. Entry Level Salary: \$16.85/hour.; and the reclassification of Jacklyn Fox, Asst. County Attorney, County Attorney Dept., effective 05/23/14, \$57,374/year, 5%=\$2,753/yr. Per AFSCME Asst. County Attorney Contract agreement, from Step 2 to Step 3. Carried 4-0. Copy filed. 22

Motion by Monson second by Clausen to approve and authorize the Chairperson to sign a Resolution approving petition for suspension of taxes for Frank Moffatt, 2300 41<sup>st</sup> St, Sioux City, parcel #894710402007. Carried 4-0.

**WOODBURY COUNTY, IOWA**  
**RESOLUTION #11,987**  
**RESOLUTION APPROVING PETITION OF SUSPENSION OF TAXES** 20

**WHEREAS**, Frank Moffatt, is the titleholder of property located at 2300 – 41<sup>st</sup>. St., Sioux City, Woodbury County, Iowa, and legally described as follows:

**Parcel # 8947 10 402 007**

**LL-SC COMM 89-47 E 132 FT OF W 792 FT OF N 330 FT NW 1/4**

**WHEREAS**, Frank Moffatt, is the titleholder of the aforementioned properties have petitioned the Board of Supervisors for a suspension of taxes pursuant to the 2009 Iowa Code section 427.9, and

**WHEREAS**, the Board of Supervisors recognizes from documents provided that the petitioner is unable to provide to the public revenue; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Woodbury County Board of Supervisors hereby grants the request for a suspension of taxes, and hereby directs the Woodbury County Treasurer to so record the approval of this tax suspension for this property.

**SO RESOLVED** this 6th day of May, 2014.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

Motion by Clausen second by Monson to approve and authorize the Chairperson to sign a Resolution authorizing tax abatement for Julie Ann Sandau, for mobile home that was destroyed by fire, parcel #894432131918, taxes for 2012-13 through 2013-14, total \$20.00 plus interest. Carried 4-0.

**WOODBURY COUNTY, IOWA**  
**RESOLUTION #11,988**  
**RESOLUTION APPROVING ABATEMENT OF TAXES** 20

**WHEREAS**, Julie Ann Sandau is the titleholder of a mobile home on leased land Parcel #894432131918 located in Woodbury County, Iowa and legally described as follows:

Parcel #894432131918

MOVILLE CITY OF B/LL LOC ON P#622995 UNPLATTED LANDS 689' E & W X 230' N & S S OF BLK 3 HALLS A DDN 32-89-44

**WHEREAS**, the above-stated property has taxes payable including special assessments and the parcel is owned by Julie Ann Sandau, and

**WHEREAS**, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale

**WHEREAS**, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

**NOW, THEREFORE, BE IT RESOLVED**, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

**SO RESOLVED** this 6th day of May, 2014  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

Motion by Monson second by Smith to approve and authorize the Chairperson to sign a Resolution authorizing tax abatement for United States of America, Drainage ditch tax, parcel #874721100001, Drainage taxes for 2012-13 through 2013-14, total \$13.08 plus interest. Carried 4-0.

**WOODBURY COUNTY, IOWA**  
**RESOLUTION #11,989** 20  
**RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS**, United States of America is the titleholder of a drainage ditch tax on leased land Parcel #874721100001 located in Woodbury County, Iowa and legally described as follows:

Parcel #874721100001

LIBERTY TOWNSHIP IRREG STRIP ON NW NE NW 21-87-47 AND IRR EG STRIP ON NORTH N W NW 21-87 - 47

**WHEREAS**, the above-stated property has taxes payable including special assessments and the parcel is owned by United States of America, and

**WHEREAS**, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale

**WHEREAS**, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

**NOW, THEREFORE, BE IT RESOLVED**, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 445.16 and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

**SO RESOLVED** this 6th day of May, 2014.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

Motion by Monson second by Clausen to approve and authorize the Chairperson to sign a Master Building Permit Agreement between Woodbury County and CF Nitrogen Industries. Carried 4-0. Copy filed. 9-2019

Motion by Clausen second by Monson to approve proposed changes to alterations and security upgrades, phase 1 Woodbury County Jail. Carried 4-0. Copy filed. 9-2020

Motion by Clausen second by Smith to approve change order #1 for Social Services remodeling. Carried 4-0. Copy filed. 9-2021

Motion by Monson second by Smith to award the bid for Project CF-Industries County Road Grading on 255<sup>th</sup> St. to Lieber Construction for \$525,413.80. Carried 4-0. Copy filed. 9-2017

Motion by Smith second by Monson to award the bid for Project L-B(K199)—73-97, Bridge Replacement on Michigan Ave. to Christensen Brothers for \$510,724.50. Carried 4-0. Copy filed. 9-2018

Motion by Smith second by Monson to approve the Plans for Project L-B(H109)—73-97, Replacement on 185<sup>th</sup> St. (Capital Projects Levy Bridge). Carried 4-0. Copy filed. 9-2022

Motion by Monson second by Smith to approve the Plans for Project L-B(L136)—73-97, Bridge Replacement on Pocahontas Avenue (Capital Projects Levy Bridge). Carried 4-0. Copy filed. 9-2023

Motion by Smith second by Monson to approve and authorize the Chairperson to sign an Adopt a Highway Application for Roadside Cleanup for the River City Anglers on County Route K25 form 1-29 Exit 134 to Snyder Bend Park. Carried 4-0. Copy filed. 9-2024

Motion by Smith second by Monson to approve Tax Exemption Certificate for \$845,000 General Obligation Capital Loan Notes Series 2014. Carried 4-0. Copy filed. 20

Motion by Monson second by Clausen to approve and authorize the Chairperson to sign a Resolution approving and authorizing a Form of Loan Agreement and Authorizing and Providing for the Issuance of Capital Loan Notes and Levying a Tax to Pay the Notes. Carried 4-0.

**RESOLUTION #11,990**  
**RESOLUTION APPROVING AND AUTHORIZING A FORM**  
**OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING** 20  
**FOR THE ISSUANCE OF \$845,000 GENERAL OBLIGATION**  
**CAPITAL LOAN NOTES, SERIES 2014, AND LEVYING A TAX**  
**TO PAY THE NOTES**

WHEREAS, the Issuer is a political subdivision duly organized and existing 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:

a) public buildings, including equipment, remodeling, reconstruction and additions or extensions to the buildings; and

b) optical scan voting equipment,

essential county purposes, and it is deemed necessary and advisable that a form of Loan Agreement be approved and authorized and that County General Obligation Capital Loan Notes in the amount of \$845,000, be issued for the foregoing purpose; and

WHEREAS, the county has a population exceeding 100,000 but not more than 200,000 persons; and

WHEREAS, pursuant to notice published as required by Sections 331.402 and 331.443 of the Code, this Board of Supervisors has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$965,000 General Obligation Capital Loan Notes, Series 2014, and the Board is therefore now authorized to proceed with the issuance of \$845,000 General Obligation Capital Loan Notes, Series 2014;

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 required to be established by Section 4 of this Resolution.
- "Notes" shall mean \$845,000 General Obligation Capital Loan Notes, Series 2014 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) public buildings, including equipment, remodeling, reconstruction and additions or extensions to the buildings, and
  - b) optical scan voting 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 issuance of the Notes.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate 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. 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.

Section 3. 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
\$170,000 (cash on hand)	2013/2014
\$178,599 (cash on hand)	2014/2015
\$176,198	2015/2016
\$171,400	2016/2017
\$171,400	2017/2018

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2015, will be collected during the fiscal year commencing July 1, 2016).

(b) Additional County Funds Available. Principal and interest coming due at any time when the proceeds of such 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 4. Note Fund. The tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the County, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "GENERAL OBLIGATION CAPITAL LOAN NOTE FUND 2014 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 the fund its proportion of taxes received by the County from property that is centrally assessed by the State of Iowa.

Section 5. 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 only for the purposes of the Project. 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. Accrued interest, if any, shall be deposited in the Note Fund.

Section 6. Investments of Note Fund Proceeds. All moneys held in the Note Fund and the Project Fund, shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2013 (formerly Chapter 452, 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, 2013, 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 7. Note Details, Execution and Redemption.

(a) Note Details. General Obligation Capital Loan Notes, Series 2014, of the County in the total amount of \$845,000, 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, as amended, for the aforesaid purpose. The Notes shall be issued in one or more series and shall be on a parity and secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2014", be dated May 20, 2014, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, the interest payable on June 1, 2014, 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 County 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 and shall mature and bear interest as follows:

Principal

Interest

Maturity

Amount	Rate	June 1st
\$169,000	1.42%	2014
\$169,000	1.42%	2015
\$169,000	1.42%	2016
\$169,000	1.42%	2017
\$169,000	1.42%	2018

(b) Redemption. All Notes may be called for redemption by the Issuer and paid before maturity 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 by to the registered owner of the Note. Failure to give such 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.

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.

**Section 8. 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 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 subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

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

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

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

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

(f) Non-Presentation of Notes. In the event any payment check 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 9. 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 10. 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. Payment of principal shall only be made upon surrender of the Note to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Notes. The Chairperson and Auditor shall execute 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 12. 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 13. Form of Note. Notes shall be printed in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

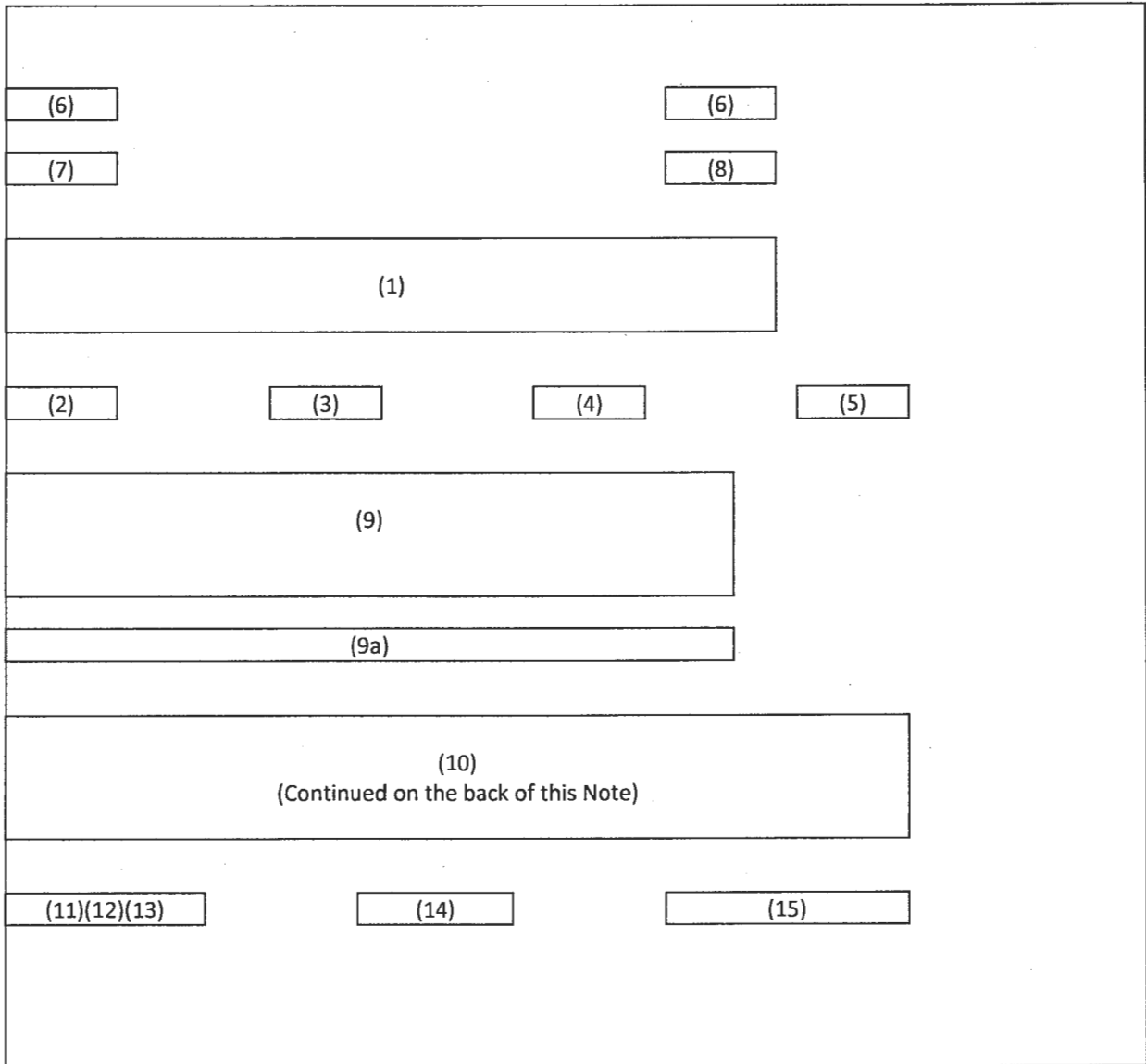


FIGURE 1  
(Front)

<p>(10) (Continued)</p>		<p>(16)</p>
-----------------------------	--	-------------

FIGURE 2  
(Back)

The text of the Notes to be located thereon at the item numbers shown shall be as follows:

Item 1, figure 1= "STATE OF IOWA"  
"WOODBURY COUNTY"  
"GENERAL OBLIGATION CAPITAL LOAN NOTE"  
"SERIES 2014"  
"ESSENTIAL COUNTY PURPOSE"

Item 2, figure 1= Rate: \_\_\_\_\_ %  
Item 3, figure 1= Maturity: \_\_\_\_\_  
Item 4, figure 1= Note Date: May 1, 2014  
Item 5, figure 1= CUSIP No.: \_\_\_\_\_  
Item 6, figure 1= "Registered"  
Item 7, figure 1= Certificate No. \_\_\_\_\_  
Item 8, figure 1= Principal Amount: \$5,000

Item 9, figure 1= 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

Item 9A, figure 1 = (Registration panel to be completed by Registrar or Printer with name of Registered Owner).

Item 10, figure 1 = \_\_\_\_\_ or registered assigns, the principal sum of (principal amount written out) 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 such sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2014, 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, as amended, for the purpose of paying costs of:

- a) public buildings, including equipment, remodeling, reconstruction and additions or extensions to the buildings;  
and
- b) optical scan voting equipment,

and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated May 6, 2014, in conformity to a Resolution of the Board of the Issuer duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional Notes of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

All Notes may be called for redemption by the Issuer and paid before maturity 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 such 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.

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

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the County 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 subject to the provisions for registration and transfer contained in the Note Resolution.

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 the faith, credit, revenues and resources and all the real and personal property of the Issuer are 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.

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

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

Item 11, figure 1  
Item 12, figure 1

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

COUNTY TREASURER, Registrar

By: \_\_\_\_\_  
Authorized Signature

Item 13, figure 1

Registrar and Transfer Agent: County Treasurer  
Paying Agent: County Treasurer

SEE REVERSE FOR CERTAIN DEFINITIONS

Item 14, figure 1  
Item 15, figure 1

(Seal)  
(Signature Block)

WOODBURY COUNTY, STATE OF IOWA

(manual signature)

\_\_\_\_\_  
Chairperson

ATTEST:

(manual signature)

\_\_\_\_\_  
County Auditor

Item 16, figure 1

(Assignment Block)  
(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 bond(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

Section 14. Contract Between Issuer and Purchaser. This Resolution shall constitute a contract between the 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 bonds within the meaning of Section 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of the Notes it will comply with the requirements of such statute 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 bonds. Without limiting the generality of the foregoing, 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 Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver 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 16. 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 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 the Internal Revenue Code of the United States, the Issuer designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax exempt governmental 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.

PASSED AND APPROVED this 6th day of May, 2014.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

Discussion and decision on Courthouse Security Adoption of Plan.

Motion by Smith second by Monson to postpone a decision on the adoption of a security plan. Carried 4-0.

David Gleiser updated the Board on the economic development issues.

The Chairperson asked if there were any individuals or groups wishing to make a presentation of items not on the agenda, or Supervisors concerns.

The Board adjourned the regular meeting until May 13, 2014.