

December 17, 2001

The Mahaska County Board of Supervisors met on the above date in the third floor conference room of the Mahaska County courthouse at 9:00 a.m.. Present were the following board members: Howard Groenendyk, Greg Gordy, Henry W. VanWeelden. Also present were the following: Randy DeGeest, Joe Albright, Mike Gipple, Ben Hoskinson, Jon Lubke, Tom O'Brien, Kirby Moss and Kay Swanson, County Auditor.

Chairman Groenendyk opened the meeting with a moment of silence.

It was moved by VanWeelden seconded by Gordy to approve the agenda. All ayes. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve in minutes of December 3rd and 10th. All ayes. Motion carried.

It was moved by Gordy seconded by VanWeelden to cancel outstanding disbursements for fiscal year 1996-1997 through 1998-1999. \$1620.18 in General Fund; \$5.00 General Supplemental Fund; \$40.00 Pioneer Cemetery Fund; Mental Health Funds \$28.86; Secondary Road Fund \$198.90; E911 Surcharge Fund \$250.00; Stephens Memorial Animal Shelter Fund \$28.26; and Co. Assessor Agency Fund \$125.47. All ayes. Motion carried.

Michelle Moore from the Mahaska County Agricultural and Rural Development Committee submitted her report by mail and it was placed on file.

It was moved by Gordy seconded by VanWeelden to approve the following 28E agreement for the Oskaloosa Community School District. All ayes. Motion carried.

**28E AGREEMENT
FOR
COOPERATIVE USE OF ONE CENT SALES TAX PROCEEDS**

ARTICLE ONE-LEGAL BASIS

This Agreement is made pursuant to Chapter 28E of the 2001 Code of Iowa between the City of Oskaloosa, Iowa, hereinafter called "City", Mahaska County, Iowa, hereinafter called "County" and the Oskaloosa Community School District, hereinafter called "School".

ARTICLE TWO-IMPLEMENTATION

This Agreement shall be implemented with funds received from the local option sales tax approved by the citizens of Mahaska County and Oskaloosa, Iowa, as of the date of execution of the agreement by the parties.

ARTICLE THREE-PURPOSE

Section 1: The purpose of this Agreement is to provide a funding source for the construction and renovation of school facilities for the Oskaloosa Community School District and to set forth the commitments and expectations of each entity participating in this Agreement. This Agreement is based upon the plan to construct an elementary school building and to renovate the Senior High School. (“The Project”). The School agrees to continuously keep the parties apprised of the project plans and request approval of any substantial changes to the scope of the Project from the City and the County. “Substantial Changes” shall be defined as major alterations in the scope of the Project or site changes with respect to the elementary school project. The School shall be solely responsible for implementing the Project and all details, including but not limited to design, timing of construction, method of construction and materials used.

Section 2: This Agreement is based upon two public measures approved by the voters of Mahaska County, Iowa, on September 25, 2001, as follows:

(a) The first public measure imposed a 1% local option sales tax, hereinafter called “LOST”, authorized by Chapter 422B of the Code of Iowa, the revenue from which the City and County have agreed to provide to the School for construction and renovation of school facilities.

(b) The second public measure, hereinafter called “SILO”, imposed a 1% local sales and service tax for school infrastructure authorized by Chapter 422E of the Code of Iowa.

ARTICLE FOUR-COMMENCEMENT OF OPERATIONS

This Agreement shall take effect upon the adoption of the Agreement and filing with Mahaska County Recorder and the Iowa Secretary of State as required by Chapter 28E of the Code of Iowa after appropriate action has been taken by the parties of this Agreement by minutes, resolution or otherwise pursuant to the laws of the governing bodies (Iowa Code Chapter 28E:4).

ARTICLE FIVE-DURATION AND AMENDMENT OF THE AGREEMENT

Section 1: Duration: Unless otherwise terminated according to the provisions of this Agreement, the Agreement shall continue for a period of fifteen (15) years commencing with the receipt of sales tax proceeds, including such additional time as is necessary to receive or disperse all sales tax money collected during such period.

Section 2: Amendment: This Agreement may be amended by the approval of the parties to this Agreement, however no amendment may be approved that materially alters the revenue stream that the School would receive to retire any debts incurred to construct the Project, without regard to whether the debts incurred are secured by the sales taxes or not.

Section 3: Total Expenditures and Repayment: It is agreed by the parties that at such time as the School has expended and issued a principal value in bonds or other obligations that are issued to fund the Project for not more than a total of \$26,000,000.00 on the Project funded by the LOST, SILO, PPEL as required by Article SEVEN and the statewide SILO, if adopted by the legislature, and the obligations and interest relating to the Project have been repaid, the City and County's contribution of their respective LOST receipts to the School may, at their option, be terminated.

ARTICLE SIX-ADMINISTRATION

Section 1: This Agreement shall be administered by representatives from all entities which shall be called the Local Option Sales Tax Board (LOST Board) and which shall be selected as follows:

- (a) One Oskaloosa City Council member selected by the City Council;
- (b) One Mahaska County Supervisor selected by the Supervisors;
- (c) One School Board member selected by the School Board;
- (d) The three members above shall select two additional Board members, one being a person living within the city limits of Oskaloosa and one being a person residing outside of the city limits of Oskaloosa but within the Oskaloosa School District.

Should any member fail to serve, for any reason, the body that selected the member to serve on the LOST Board shall select a member to replace the member who fails to serve using the same criteria as was used in the original selection process.

Section 2: All decisions pertaining to the distribution of the sales tax levy proceeds as a consequence of this Agreement shall be made by the parties participating in this Agreement. The LOST Board shall be advisory only.

Section 3: The parties participating in this Agreement, or their designated representatives, hereby appoint the City Clerk of the City of Oskaloosa, Iowa, to be the custodian of this Agreement. The custodian shall also be responsible for the maintenance of an up-to-date executed copy of the Agreement including any amendments thereto. The custodian shall also be responsible for notifying the parties to the Agreement of any proposed amendments to the Agreement, and shall file any adopted amendments to the Agreement in the same manner as the Agreement itself, i.e., by filing them with the Iowa Secretary of State and the Mahaska County Recorder.

ARTICLE SEVEN-SHARING OF ONE CENT TAX REVENUE

Section 1:

(a) The City directs that 100% of its share of the proceeds from the LOST tax be distributed to the School for the purposes of the Project for a period of fifteen (15) years commencing January 1, 2002, through December 31, 2016, including any payments that may be due to City but not yet paid by the State of Iowa. In the event the School does not require 100% of the revenue for the Project as determined by the

parties to this agreement after receiving recommendations from the LOST Board, the specific purposes for which revenues shall otherwise be expended are: annual street construction projects; construction and maintenance of recreation facilities; capital expenditures for construction renovation, fixtures and maintenance of public facilities; capital equipment purchases.

(b) The City shall provide 100% of the LOST revenue when received to the School until such time as bonds or other obligations that are issued to fund the Project are due for payment and until such time as the Lenders requirements for reserves are met or until the reserves are returned to the required level if they should at any time fall below such level.

(c) The City, on a monthly basis, will provide the School with the revenue from the LOST necessary to make the School's payments of principal and interest on the debt in the amount of the difference between the payment amount and the revenue available to the School from the school infrastructure sales tax, any statewide school option sales tax, PPEL funds using the criteria in Subsection (d) below and any new revenue source available to the School for repayment of the debt, including but not limited to grants, local fund raising and funding increases for school infrastructure due to law changes. It is contemplated that the LOST Board shall meet at least annually to provide an accounting to the parties to this Agreement and to establish the procedures for the monthly payment and an annual accounting as to the School's use of the funds.

(d) For a period of three years commencing on the date the SILO tax begins to be collected the School shall not be required to use any PPEL funds to repay its bonded indebtedness or debt incurred to implement the Project. Thereafter on an annual basis the LOST Board shall meet and determine what amount, if any, from the PPEL funds, that the School shall be required to pay towards the bonded indebtedness. The Board shall use the following criteria: 1) The School shall be able to maintain a \$250,000.00 balance in its PPEL fund. 2) Each year the School, in its sole discretion, may use that portion of the \$250,000.00 PPEL fund balance necessary to maintain its bus and vehicle fleet and to provide maintenance to its buildings and then replenish the PPEL fund balance to \$250,000.00. 3.) Any funds, beyond the amount required to return the PPEL Fund to \$250,000.00, shall be used by the School on its bonded indebtedness unless the LOST Board determines that the School needs the funds for maintenance of its vehicles and buildings in addition to what is noted above. 4) The School may designate any or all of the PPEL funds received in the first three years for payment of obligations the school incurred or may incur as a result of implementation of the Project and expend such funds after the three year period for such obligations, including but not limited to, demolition of old buildings and furnishing new buildings so long as said expenditures are part of the implementation of the Project. These requirements are exclusive of the School's PPEL fund balance on December 31, 2001.

Section 2:

(a) The Board of Supervisors of the County directs that 57.5361% of its share of proceeds from the LOST tax from the unincorporated areas be distributed to the School for the purpose of the Project for the period January 1, 2002, through

December 31, 2016; but in the event that the School does not require 57.6361% of the revenue for the Project, as determined by the Parties after receiving recommendations from the LOST Board, the revenue not distributed to the School shall be used for property tax relief in the general fund.

(b) The County shall provide 57.6361% of the LOST revenue to the School when received until such time as bonds that are issued to fund this project are due for payment and until such time as the Lenders requirements for reserves are met or until the reserves are returned to the required level if they should at any time fall below such level.

(c) The County, on a monthly basis, will provide the School with the revenue from the LOST tax necessary to make the School's payments of principal and interest on the debt in the amount of the difference between the payment amount and the revenue available to the School from the SILO tax, any statewide school option sales tax, PPEL funds using the criteria in Subsection 1 of this Article and any new revenue source available to the school district for repayment of the debt, including but not limited to grants, local fund raising and funding increases for school infrastructure due to law changes.

(d) For a period of three years commencing on the date the SILO tax begins to be collected the School shall not be required to use any PPEL funds to repay its bonded indebtedness or debt incurred to implement the Project. Thereafter on an annual basis the LOST Board shall meet and determine what amount, if any, from the PPEL funds, that the School shall be required to pay towards the bonded indebtedness. The Board shall use the following criteria: 1) The School shall be able to maintain a \$250,000.00 balance in its PPEL fund. 2) Each year the School, in its sole discretion, may use that portion of the \$250,000.00 PPEL fund balance necessary to maintain its bus and vehicle fleet and to provide maintenance to its buildings and then replenish the PPEL fund balance to \$250,000.00. 3) Any funds, beyond the amount required to return the PPEL Fund to \$250,000.00, shall be used by the School on its bonded indebtedness unless the LOST Board determines that the School needs the funds for maintenance of its vehicles and buildings in addition to what is noted above. 4) The School may designate any or all of the PPEL funds received in the first three years for payment of obligations the school incurred or may incur as a result of implementation of the Project and expand such funds after the three year period for such obligations, including but not limited to, demolition of old buildings and furnishing new buildings so long as said expenditures are part of the implementation of the Project. These requirements are exclusive of the School's PPEL fund balance on December 31, 2001.

ARTICLE EIGHT-CONTINGENT AGREEMENTS REGARDING THE REDUCTION OF TAX REVENUES SHARED WITH THE SCHOOL BY THE CITY AND COUNTY

Section 1:

(a) In the event that the legislature of the State of Iowa or the Courts of the State of Iowa or otherwise cause to be implemented a funding mechanism resulting from a statewide sales tax for school infrastructure which causes funds to be received by

the School in excess the amount needed to implement and complete the Project, including bonded indebtedness or other obligations, then the City and the County may reduce the amount of their respective tax sharing with the School by the excess amount received by the School.

(b) If the statewide sales tax for school infrastructure extends the revenue to the School beyond the ten (10) year limit of the SILO, the School shall use all of the revenue from the statewide sales tax received beyond the ten (10) year period to pay off all bonds or other obligations outstanding for this project.

Section 2: At the end of the ten (10) year period that the School is authorized to collect it's SILO the School agrees to use its best efforts to request that the voters approve a second ten (10) year period of the SILO tax, if available, or other appropriate length to reduce the City and County tax sharing with the School. If the tax is approved the City and County may reduce their share accordingly. If the vote fails, the City and County shall continue their commitment set forth herein.

Section 3: In the event that the LOST Board determines that 100% of the City's share of the LOST receipts and 100% of the County's share of the LOST receipts are not necessary for the School to meet its needs to construct and renovate its facilities and to service the School's bonded indebtedness or other obligations issued to implement the Project, any excess funds shall be returned and/or made available to the City and County in the same proportion as the funds were provided to the School by the two entities.

ARTICLE NINE-TERMINATION OF THIS AGREEMENT

Section 1: This Agreement may be terminated prior to its normal expiration date by mutual agreement of the parties, but only in the event that any debts or obligations incurred by any party to this Agreement in order to complete the Project are satisfied in full whether or not the debts are secured by the sales tax levy.

ARTICLE TEN-PROPERTY TAX

The School agrees that it will not implement or request any increase in existing property taxation to fund any portion of the project contemplated by this Agreement. This Section shall not refer to any operating levies, which are driven by a State funding formula not within the control of the school or to the Management Levy, Instructional Support Levy, Board-authorized and voter approved Physical Plant and Equipment Levies.

ARTICLE ELEVEN-OTHER ENTITIES

The School agrees that it will not transfer or relinquish control of any funds received from the City or County to any other entity, be it non-profit or 501(C)(3) corporation without the prior written consent of the City and County and the amendment of this Agreement.

ARTICLE TWELVE-AUTHORIZATION

Section 1: This Agreement shall not be valid until authorized by appropriate action by the parties.

Dated this 17th day of December, 2001.

CITY OF OSKALOOSA, IOWA

BY: Thomas J. Rielly

ATTEST: Marilyn Miller

MAHASKA COUNTY, IOWA

BY: Howard Groenendyk

ATTEST: Kay Swanson

OSKALOOSA COMMUNITY SCHOOL DISTRICT

BY: Gregg Drije

ATTEST: Jake Roberts, Board Secretary

STATE OF IOWA)
) ss
MAHASKA COUNTY)

On this 17th day of December, 2001, before me, Randy S. DeGeest, a Notary Public in and for the State of Iowa, personally appeared Howard Groenendyk and Kay Swanson to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of the County of Mahaska, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Supervisors, as contained in Ordinance No. N/A passed the Resolution adopted by the Board of Supervisors under Roll Call No. N/A of the Board of Supervisors on the 17th day of December, 2001, and that Howard Groenendyk and Kay Swanson acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Randy S. DeGeest
Notary Public, in and for the State of Iowa

RESOLUTION IN SUPPORT OF 28E AGREEMENT

WHEREAS, Oskaloosa Community School District, Oskaloosa, Iowa, recognizes the need for mutual assistance and sharing between agencies, and;

WHEREAS, an Agreement for sharing has been prepared in accordance with Chapter 28E of the 2001 Code of Iowa as amended, a copy of which Agreement is attached;

BE IT RESOLVED by the Board of Directions of the Oskaloosa Community School District of Oskaloosa, Iowa, that said Agreement is approved; that the School District wishes to participate in this Agreement, and that the Board President and Board Secretary are authorized and directed to execute said Agreement of behalf of the Oskaloosa Community School District.

Passed and approved this 11th day of December, 2001, by the following vote:

Ayes: 7

Nays: 0

Gregg Drije
President, Board of Directors

ATTEST:

Jake Roberts, Board Secretary
Secretary, Board of Directors

RESOLUTION IN SUPPORT OF 28E AGREEMENT

WHEREAS, the Mahaska County, Iowa Board of Supervisors recognizes the need for mutual assistance and sharing between agencies, and:

WHEREAS, an Agreement for sharing has been prepared in accordance with Chapter 28E of the 2001 Code of Iowa as amended, a copy of which Agreement is attached:

BE IT RESOLVED by the Mahaska County, Iowa, that said Agreement is approved; that the Chairman of the Board of Supervisors wishes to participate in this Agreement, and that the Chairman of the Board of Supervisors and County Auditor are authorized and directed to execute said Agreement on behalf of the Mahaska County, Iowa Board of Supervisors.

On this 17th day of December, 2001, before me, Randy S. DeGeest, a Notary Public in and for the State of Iowa, personally appeared Tom Rielly and Marilyn Miller to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Oskaloosa, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council as set forth in the Resolution adopted by the City Council on the 17th day of December, 2001, and that Tom Reilly and Marilyn Miller acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Randy S. DeGeest
Notary Public, in and for the State of Iowa

STATE OF IOWA)
) ss
MAHASKA COUNTY)

On this 11th day of day of December, 2001, before me, Randy S. DeGeest, a Notary Public in and for the State of Iowa, personally appeared Greg Drije and Jake Roberts to me personally known and who, being by me duly sworn, did say that they are the President of the Board of Directors and Secretary, respectively, of the Oskaloosa Community School District; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Directors, as contained in the Resolution adopted by the Board of Directors on the 11th day of December, 2001, and that Greg Drije and Jake Roberts acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Randy S. DeGeest
Notary Public, in and for the State of Iowa

It was moved by VanWeelden seconded by Gordy to approve the Resolution in support of the following 28E Agreement with Eddyville-Blakesburg Community School District. All ayes. Motion carried.

**MAHASKA COUNTY/EDDYVILLE-BLAKESBURG COMMUNITY SCHOOL
DISTRICT
LOCAL OPTION SALES AND SERVICES TAX
INTERGOVERNMENTAL AGREEMENT
IOWA CODE CHAPTER 28E**

THIS AGREEMENT entered into by and between Mahaska County, Iowa (the “County”) and the Eddyville-Blakesburg Community School District (the “School District”) located in Mahaska, Wapello, Monroe and Davis Counties, Iowa (the “Parties”), as of the 10th day of September, 2001:

WHEREAS, a public measure will be presented to the voters of Mahaska County, Iowa, at a special election on September 25, 2001, wherein the proposition related to the imposition of a 1% local option sales and services tax to be used for the purpose of providing each school district in the county a proportional share of the tax revenue for school projects, which includes the payment or retirement of existing bonds or school infrastructure projects as defined by Iowa Code 296.1, as authorized by Chapter 422B, Code of Iowa; and

WHEREAS, Iowa Code chapter 422B provides that Counties may, by Agreement with other political subdivisions of the state, as provided in Iowa Code Chapter 28E, pledge irrevocably any amount derived from the designated portions of the revenues of the local option sales and services tax to the support or payment of bonds of an issuer issued for the purposes set forth on the ballot proposition concerning the imposition of the local option sales and services tax; and

WHEREAS, the public measure, if authorized by the vote, requires each school district to enter into a 28E Agreement with the County pursuant to Chapter 422B to receive its portion of the county tax revenue; and

WHEREAS, if the county measure passes, the School District intends to use 75% of the revenue pledged to it by the County under this Agreement for the retirement of its outstanding debt or school infrastructure projects as defined by Iowa Code 296.1; and

WHEREAS, if the measure passes, the School District intends to use 25% of the revenue pledged to it by the County under this Agreement to secure both short and long term financing for its plans to build and furnish additions to and to remodel, repair and improve the school buildings in the School District (the “Projects”).

IT IS NOW, THEREFORE, AGREED by and between the Parties hereto as follows:

1. That the parties to this Agreement do hereby irrevocably pledge and assign that portion of the revenues to be received by the County from the local option sales and services tax to the School District to be used for the following purposes: 75% of the revenue pledged to the School District shall be applied by the School District to retire outstanding debt or school infrastructure projects as defined by Iowa Code 296.1; 25% of the revenue shall be applied by the School District towards paying the costs of the Projects and to pay

principal and interest on Bonds or Notes issued to finance the parts of the Projects as provided in the proposition approved by the voters at the Special Election of September 25, 2001.

2. That the further purpose of this Agreement is to comply with the provisions of Chapter 422B and to acknowledge that the School District may issue bonds and pledge the revenues hereby assigned by the parties to payment of interest and principal of said bonds.
3. That said pledge of revenues shall not be repealed or the tax rescinded, except as provided in Chapter 422B or until such time as all debts incurred are fully paid or the voted PPEL is reduced, whichever comes first.
4. That no separate legal entity is established by this Agreement and all matters of financing and administration, if any, shall be handled by the County.
5. That each party may execute this Agreement and the Agreement shall consist of each executed counterpart with multiple copies all as the original.
6. That upon receipt of all executed counterparts of the Agreement, the Superintendent of the School District or the Secretary of the Board of Supervisors is authorized and instructed to cause a copy to be filed with the Secretary of State and the Mahaska County Recorder.
7. That this Agreement shall be null, void, and of no further effect if the September 25, 2001 public measure before the voters of Mahaska County does not pass.

IN WITNESS WHEREOF, the School District has caused this Agreement to be approved by resolution of its Board of Directors and executed this 10th day of September, 2001.

EDDYVILLE-BLAKESBURG COMMUNITY DISTRICT SCHOOL

By: Maurice Gardner
Chair, School Board of Directors

ATTEST:

By: Martha McGlothlen
Secretary

The foregoing instrument was acknowledged before this 17th day of December, 2001, by Howard Groenendyk and Kay Swanson, the Chairperson and Secretary of the Board of Supervisors of Mahaska County, Iowa, a political subdivision of the State of Iowa, on behalf of said subdivision.

Susan Lynn Brown
Notary Public, State of Iowa

RESOLUTION IN SUPPORT OF 28E AGREEMENT

WHEREAS, the Mahaska County, Iowa Board of Supervisors recognizes the need for mutual assistance and sharing between agencies, and:

WHEREAS, an agreement for sharing has been prepared in accordance with Chapter 28E of the 2001 Code of Iowa as amended, a copy of which agreement is attached:

BE IT RESOLVED by the Mahaska County, Iowa, that said agreement is approved; that the Chairman of the Board of Supervisors wishes to participate in this agreement, and that the Chairman of the Board of Supervisors and County Auditor are authorized and directed to execute said agreement on behalf of the Mahaska County, Iowa, Board of Supervisors.

Passed and approved this 17th day of December, 2001, by the following vote:

Ayes: All

Nays: 0

Howard Groenendyk
Chairperson, Board of Supervisors

ATTEST:

Kay Swanson
County Auditor

It was moved by VanWeelden seconded by Gordy to approve the following 28E agreement with the Fremont Community School District. All ayes. Motion carried.

**MAHASKA COUNTY/FREMONT COMMUNITY SCHOOL DISTRICT
LOCAL OPTION SALES AND SERVICES TAX
INTERGOVERNMENTAL AGREEMENT
IOWA CODE CHAPTER 28E**

THIS AGREEMENT entered into by and between Mahaska County, Iowa (the “County”) and the Fremont Community School District (the “School District”) located in Mahaska, Keokuk and Wapello Counties, Iowa (the “Parties”), as of the 17th day of September, 2001:

WHEREAS, a public measure will be presented to the voters of Mahaska County, Iowa, at a special election on September 25, 2001, wherein the proposition related to the imposition of a 1% local option sales and services tax to be used for the purpose of providing each school district in the county a proportional share of the tax revenue for school projects, which includes the payment or retirement of existing bonds or school infrastructure projects as defined by Iowa Code 296.1, as authorized by Chapter 422B, Code of Iowa; and

WHEREAS, Iowa Code chapter 422B provides that Counties may, by Agreement with other political subdivisions of the state, as provided in Iowa Code Chapter 28E, pledge irrevocably any amount derived from the designated portions of the revenues of the local option sales and services tax to the support or payment of bonds of an issuer issued for the purposes set forth on the ballot proposition concerning the imposition of the local option sales and services tax; and

WHEREAS, the public measure, if authorized by the vote, requires each school district to enter into a 28E Agreement with the County pursuant to Chapter 422B to receive its portion of the county tax revenue; and

WHEREAS, if the county measure passes, the School District intends to use 75% of the revenue pledged to it by the County under this Agreement for the retirement of its outstanding debt or school infrastructure projects as defined by Iowa Code 296.1; and

WHEREAS, if the measure passes, the School District intends to use 25% of the revenue pledged to it by the County under this Agreement to secure both short and long term financing for its plans to build and furnish additions to and to remodel, repair and improve the school buildings in the School District (the “Projects”).

IT IS NOW, THEREFORE, AGREED by and between the Parties hereto as follows:

1. That the Parties to this Agreement do hereby irrevocably pledge and assign that portion of the revenues to be received by the County from the local option sales and services tax to the School District to be used for the following purposes: 75% of the revenue pledged to the School District shall be applied by the School District to retire outstanding debt or school infrastructure projects as defined by Iowa Code 296.1; 25% of the revenue shall be applied by the School District towards paying the costs of the Projects and to pay principal and interest on Bonds or Notes issued to finance the parts of the Projects as provided in the proposition approved by the voters at the Special Election of September 25, 2001.
2. That the further purpose of this Agreement is to comply with the provisions of Chapter 422B and to acknowledge that the School District may issue bonds

and pledge the revenues hereby assigned by the parties to payment of interest and principal of said bonds.

3. That said pledge of revenues shall not be repealed or the tax rescinded, except as provided in Chapter 422B or until such time as all debts incurred are fully paid or the voted PPEL is reduced, whichever comes first.
4. That no separate legal entity is established by this Agreement and all matters of financing and administration, if any, shall be handled by the County.
5. That each party may execute this Agreement and the Agreement shall consist of each executed counterpart with multiple copies all as the original.
6. That upon receipt of all executed counterparts of the Agreement, the Superintendent of the School District or the Secretary of the Board of Supervisors is authorized and instructed to cause a copy to be filed with the Secretary of State and the Mahaska County Recorder.
7. That this Agreement shall be null, void, and of no further effect if the September 25, 2001 public measure before the voters of Mahaska County does not pass.

IN WITNESS WHEREOF, the School District has caused this Agreement to be approved by resolution of its Board of Directors and executed this 17th day of September, 2001.

FREMONT COMMUNITY DISTRICT SCHOOL

By: Larry Crosby
Chair, School Board of Directors

ATTEST:

By: Jacquelyn Perkins
Secretary

IN WITNESS WHEREOF, Mahaska County, Iowa, has caused this Agreement to be approved by resolution of its Board of Supervisors and executed this 17th day of December, 2001.

MAHASKA COUNTY

By: Howard Groenendyk
Chair, Board of Supervisors

ATTEST:

By: Kay Swanson
Auditor

This agreement was duly filed in the office of the Secretary of State on the 15th day of January, 2002, and in the office of the Mahaska County Recorder on the 11th day of January, 2002.

MAHASKA COUNTY AUDITOR

STATE OF IOWA)
) SS:
COUNTY OF MAHASKA)

The foregoing instrument was acknowledged before me this 10th day of October, 2001, by Larry Crosby and Jacquelyn Perkins, the Board President and Board Secretary of Fremont Community School District, Fremont, Iowa, a political subdivision of the State of Iowa, on behalf of said subdivision.

Carmen Baxter
Notary Public, State of Iowa

STATE OF IOWA)
) SS:
COUNTY OF MAHASKA)

The foregoing instrument was acknowledged before me this 17th day of December, 2001, by Howard Groenendyk and Kay Swanson, the Chairperson and Secretary of the Board of Supervisors of Mahaska County, Iowa, a political subdivision of the State of Iowa, on behalf of said subdivision.

Susan Lynn Brown
Notary Public, State of Iowa

RESOLUTION IN SUPPORT OF 28E AGREEMENT

WHEREAS, the Mahaska County, Iowa Board of Supervisors recognizes the need for mutual assistance and sharing between agencies, and:

WHEREAS, an agreement for sharing has been prepared in accordance with Chapter 28E of the 2001 Code of Iowa as amended, a copy of which agreement is attached:

BE IT RESOLVED by the Mahaska County, Iowa, that said agreement is approved; that the Chairman of the Board of Supervisors wishes to participate in this agreement, and that the Chairman of the Board of Supervisors and County Auditor are authorized and directed to execute said agreement on behalf of the Mahaska County, Iowa, Board of Supervisors.

Passed and approved this 17th day of December, 2001, by the following vote:

Ayes: All

Nays: 0

Howard Groenendyk
Chairperson, Board of Supervisors

ATTEST:

Kay Swanson
County Auditor

It was moved by Gordy seconded by VanWeelden to approve the following 28E agreement with the Lynnville-Sully Community School District. All ayes. Motion carried.

**MAHASKA COUNTY/LYNNVILLE-SULLY COMMUNITY SCHOOL DISTRICT
LOCAL OPTION SALES AND SERVICES TAX
INTERGOVERNMENTAL AGREEMENT
IOWA CODE CHAPTER 28E**

THIS AGREEMENT, entered into by and between Mahaska County, Iowa (the “County”) and the Lynnville-Sully Community School District (the “School District”) located in Mahaska, Poweshiek, and Jasper Counties, Iowa (the “Parties”), as of the 15th day of October 2001:

WHEREAS, a public measure will be presented to the voters of Mahaska County, Iowa at a special election on September 25, 2001, wherein the proposition relates to the imposition of a 1% local option sales and services tax to be used for the purpose of providing each school district in the county a proportional share of the tax revenue for school projects as authorized by Chapter 422B, Code of Iowa; and

WHEREAS, Iowa Code chapter 422B provides that Counties may, by Agreement with other political subdivisions of the state, as provided in Iowa Code Chapter 28E,

pledge irrevocably any amount derived from the designated portions of the revenues of the local option sales and services tax to the support of school projects for the purposes set forth on the ballot proposition concerning the imposition of the local option sales and services tax; and

WHEREAS, the public measure, if authorized by the vote, requires each school district to enter into a 28E Agreement with the County pursuant to Chapter 422B to receive its portion of the county tax revenue; and

WHEREAS, if the County measure passes, the School District intends to use the revenue pledged to it by the County under this Agreement to benefit the students of the Lynnville-Sully Community Schools by applying the revenues toward the repair and improvement of the school buildings in the district (the "Projects"), to benefit all students, including those who reside in Mahaska County.

IT IS NOW, THEREFORE, AGREED by and between the Parties hereto as follows:

1. That the parties to this Agreement do hereby irrevocably pledge and assign that portion of the revenues to be received by the County from the local option sales and services tax to the School District to be used for the following purposes: to benefit the students of the Lynnville-Sully Community Schools by applying the revenues toward the repair and improvement of the buildings in the district (the "Projects"), to benefit all students, including those who reside in Mahaska County.
2. That the further purpose of this Agreement is to comply with the provisions of Chapter 422B and that said pledge of revenues shall not be repealed or the tax rescinded, except as provided in Chapter 422B or until such time as all debts incurred are fully paid, whichever comes first.
3. That no separate legal entity is established by this Agreement and all matters of financing and administration, if any, shall be handled by the County.
4. That each party may execute this Agreement and the Agreement shall consist of each executed counterpart with multiple copies all as the original.
5. That upon receipt of all executed counterparts of the Agreement, the Superintendent of the School District or the Secretary of the Board of Supervisors is authorized and instructed to cause a copy to be filed with the Secretary of State and the Mahaska County Recorder.

IN WITNESS WHEREOF, the School District has caused this Agreement to be approved by resolution of its Board of Directors and executed this 15th day of October, 2001.

LYNNVILLE-SULLY COMMUNITY SCHOOL DISTRICT

By: Glen DeZwarte
Chair, School Board of Directors

ATTEST:

By: Lori Zylstra
Secretary

IN WITNESS WHEREOF, Mahaska County, Iowa, has caused this Agreement to be approved by resolution of its Board of Supervisors and executed this 17th day of December, 2001.

MAHASKA COUNTY

By: Howard Groenendyk
Chair, Board of Supervisors

ATTEST:

By: Kay Swanson
Auditor

This agreement was duly filed in the office of the Secretary of State on the 15th day of January, 2002, and in the office of the Mahaska County Recorder on the 11th day of January, 2002.

MAHASKA COUNTY AUDITOR

STATE OF IOWA)
) SS:
COUNTY OF MAHASKA)

The foregoing instrument was acknowledged before me this 15th day of October, 2001, by Glen_De Zwarte and Lori Zylstra, the Board President and Board Secretary of Lynnville-Sully Community School District, Sully, Iowa, a political subdivision of the State of Iowa, on behalf of said subdivision.

Barbara Freeborn
Notary Public, State of Iowa

STATE OF IOWA)

**LOCAL OPTION SALES AND SERVICES TAX
INTERGOVERNMENTAL AGREEMENT
IOWA CODE CHAPTER 28E**

This agreement entered into by and between Mahaska County, Iowa (the “County”) and the North Mahaska Community School District (the “School District”) located in Mahaska and Poweshiek Counties, Iowa (the “Parties”), as of the 10th day of September, 2001:

WHEREAS, a public measure will be presented to the voters of Mahaska County, Iowa, at a special election on September 25, 2001, wherein the proposition related to the imposition of a 1% local option sales and services tax to be used for the purpose of providing each school district in the county a proportional share of the tax revenue for school projects, which includes the payment or retirement of existing bonds, as authorized by Chapter 422B, Code of Iowa; and

WHEREAS, Iowa Code chapter 422B provides that Counties may, by Agreement with other political subdivisions of the state, as provided in Iowa Code Chapter 28E, pledge irrevocably any amount derived from the designated portions of the revenues of the local option sales and services tax to the support or payment of bonds of an issuer issued for the purposes set forth on the ballot proposition concerning the imposition of the local option sales and services tax; and

WHEREAS, the public measure, if authorized by the vote, requires each school district to enter into a 28E Agreement with the County pursuant to Chapter 422B to receive its portion of the county tax revenue; and

WHEREAS, if the county measure passes, the School District intends to use 75% of the revenue pledged to it by the County under this Agreement for the retirement of its outstanding debts; and

WHEREAS, if the measure passes, the School District intends to use 25% of the revenue pledged to it by the County under this Agreement to secure both short and long term financing for its plans to build and furnish additions to and to remodel, repair and improve the school buildings in the School District (the “Projects”).

IT IS NOW, THEREFORE, AGREED by and between the Parties hereto as follows:

1. That the Parties to this Agreement do hereby irrevocably pledge and assign that portion of the revenues to be received by the County from the local option sales and services tax to the School District to be used for the following purposes: 75% of the revenue pledged to the School District shall be applied by the School District to retire outstanding debt; 25% of the revenue shall be applied by the School District towards paying the costs of the Projects and to pay principal and interest on Bonds or Notes issued to finance the parts of the Projects as provided in the proposition approved by the voters at the Special Election of September 25, 2001.

2. That the further purpose of this Agreement is to comply with the provisions of Chapter 422B and to acknowledge that the School District may issue bonds and pledge the revenues hereby assigned by the parties to payment of interest and principal of said bonds.

3. That said pledge of revenues shall not be repealed or the tax rescinded, except as provided in Chapter 422B or until such time as all debts incurred are fully paid, whichever comes first.

4. That no separate legal entity is established by this Agreement and all matters of financing and administration, if any, shall be handled by the County.

5. That each party may execute this Agreement and the Agreement shall consist of each executed counterpart with multiple copies all as the original.

6. That upon receipt of all executed counterparts of the Agreement, the Superintendent of the School District or the Secretary of the Board of Supervisors is authorized and instructed to cause a copy to be filed with the Secretary of State and the Mahaska County Recorder.

7. That this Agreement shall be null, void, and of no further effect if the September 25, 2001 public measure before the voters of Mahaska County does not pass.

IN WITNESS WHEREOF, the School District has caused this Agreement to be approved by resolution of its Board of Directors and executed this 17th day of September, 2001.

NORTH MAHASKA COMMUNITY DISTRICT SCHOOL

By: Marvin R. Knoot
Chair, School Board of Directors

ATTEST:

By: Gloria J. Bartlett
Secretary

IN WITNESS WHEREOF, Mahaska County, Iowa, has caused this Agreement to be approved by resolution of its Board of Supervisors and executed this 17th day of December, 2001.

MAHASKA COUNTY

By: Howard Groenendyk
Chair, Board of Supervisors

ATTEST:

By: Kay Swanson
Auditor

This Agreement was duly filed in the office of the Secretary of State on the 15th day of January, 2002, and in the office of the Mahaska County Recorder on the 11th day of January, 2002.

MAHASKA COUNTY AUDITOR

STATE OF IOWA)
) SS:
COUNTY OF MAHASKA)

The foregoing instrument was acknowledged before me this 17th day of September, 2001, by Marvin R. Knoot and Gloria Bartlett, the Board President and Board Secretary of North Mahaska Community School District, New Sharon, Iowa, a political subdivision of the State of Iowa, on behalf of said subdivision.

Naomi Gayle Ferguson
Notary Public, State of Iowa

STATE OF IOWA)
) SS:
COUNTY OF MAHASKA)

The foregoing instrument was acknowledged before me this 17th day of December, 2001, by Howard Groenendyk and Kay Swanson, the Chairperson and Secretary of the Board of Supervisors of Mahaska County, Iowa, a political subdivision of the State of Iowa, on behalf of said subdivision.

Susan Lynn Brown
Notary Public, State of Iowa

RESOLUTION IN SUPPORT OF 28E AGREEMENT

WHEREAS, the Mahaska County, Iowa Board of Supervisors recognizes the need for mutual assistance and sharing between agencies, and:

WHEREAS, an agreement for sharing has been prepared in accordance with Chapter 28E of the 2001 Code of Iowa as amended, a copy of which agreement is attached:

BE IT RESOLVED by the Mahaska County, Iowa, that said agreement is approved; that the Chairman of the Board of Supervisors wishes to participate in this agreement, and that the Chairman of the Board of Supervisors and County Auditor are authorized and directed to execute said agreement on behalf of the Mahaska County, Iowa, Board of Supervisors.

Passed and approved this 17th day of December, 2001, by the following vote:

Ayes: All

Nays: 0

Howard Groenendyk
Chairperson, Board of Supervisors

ATTEST:

Kay Swanson
County Auditor

It was moved by Gordy seconded by VanWeelden to approve the following 28E Agreement with the Pella Community School District. All ayes. Motion carried.

PELLA COMMUNITY SCHOOL 28E AGREEMENT FOR COOPERATIVE USE OF ONE-CENT SALES TAX PROCEEDS

ARTICLE ONE-LEGAL BASIS

This Agreement is made pursuant to Chapter 28E of the 2001 Code of Iowa between Mahaska County, Iowa, hereinafter called "County" and the Pella Community School District, hereinafter called "School".

ARTICLE TWO-IMPLEMENTATION

This Agreement shall be implemented with funds received at such time as the local option sales tax is approved by the citizens of Mahaska County.

ARTICLE THREE-PURPOSE

The purpose of this Agreement is to provide a funding source for the maintenance, construction, and renovation of school facilities for the Pella Community School District and to set forth the commitments and expectations of each entity participating in this Agreement. The School agrees to continuously keep the County apprised of the project plans and to obtain approval of any substantial changes.

ARTICLE FOUR-COMMENCEMENT OF OPERATIONS

This Agreement shall take effect upon the adoption of the Agreement and filing with the Mahaska County Recorder as required by Chapter 28E of the Code of Iowa after appropriate action has been taken by the parties of this Agreement by minutes, resolution, or otherwise pursuant to the laws of the governing bodies (Iowa Code Chapter 28E:4).

ARTICLE FIVE-DURATION AND AMENDMENT OF THE AGREEMENT

Section 1: Duration: Unless otherwise terminated according to the provisions of this Agreement, the Agreement shall continue for a period of fifteen (15) years after the adoption of this Agreement, including such additional time as is necessary to disperse all sales tax money generated during such period.

Section 2: Amendment: This Agreement may be amended by the approval of the parties to this Agreement.

ARTICLE SIX-TERMINATION OF THIS AGREEMENT

Section 1: This Agreement may be terminated prior to its normal expiration date by mutual agreement of the parties.

ARTICLE SEVEN-CONTINGENT AGREEMENTS REGARDING THE REDUCTION OF TAX REVENUES SHARED WITH THE SCHOOL BY THE CITY AND COUNTY

Section 1: (a) In the event that the legislature of the State of Iowa or the Courts of the State of Iowa or otherwise causes to be implemented a funding mechanism resulting from a statewide sales tax for school infrastructure which causes funds to be received by the School in excess of those anticipated to be received by the School one-cent local option sales tax for infrastructure existing in 2001, then the County can reduce the amount of their respective tax sharing with the School by the excess amount received by the School.

Section 2: In the event that the local option sales tax board determines that 100% of the County's share of the local option sales tax receipts are not necessary for the School to meet its needs to construct and renovate its facilities and to service the School's

bonded indebtedness, any excess funds shall be returned and/or made available to the County in the same proportion as the funds were provided to the School by the County.

ARTICLE EIGHT-AUTHORIZATION

MAHASKA COUNTY, IOWA

BY: Howard Groenendyk

ATTEST: Kay Swanson

PELLA COMMUNITY SCHOOL DISTRICT

BY: Ivan Vos
Board Vice President

ATTEST: Jon E. Miller
Board Secretary

STATE OF IOWA)
) ss
MAHASKA COUNTY)

On this 17th day of December, 2001, before me, Susan Lynn Brown, a Notary Public in and for the State of Iowa, personally appeared Howard Groenendyk and Kay Swanson to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of the County of Mahaska, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed on behalf of the corporation, by authority of its Board of Supervisors, as contained in Ordinance No. N/A passed (the Resolution adopted) by the Board of Supervisors under Roll Call No. N/A of the Board of Supervisors on the 17th day of December, 2001, and that Howard Groenendyk and Kay Swanson acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Susan Lynn Brown
Notary Public, in and for the State of Iowa

RESOLUTION IN SUPPORT OF 28E AGREEMENT

WHEREAS, Pella Community School District, Pella, Iowa, recognizes the need for mutual assistance and sharing between agencies, and;

WHEREAS, an Agreement for sharing has been prepared in accordance with Chapter 28E of the 2001 Code of Iowa as amended, a copy of which Agreement is attached;

BE IT RESOLVED by the Board of Directors of the Pella Community School District of Pella, Iowa, that said Agreement is approved; that the School District wishes to participate in this Agreement, and that the Board President and Board Secretary are authorized and directed to execute said Agreement on behalf of the Pella Community School District.

Passed and approved this 27th day of August, 2001, by the following vote:

Ayes: 3

Nays: 0

Ivan Vos
Vice-President, Board of Directors

ATTEST:

Jon E. Miller
Secretary, Board of Directors

RESOLUTION IN SUPPORT OF 28E AGREEMENT

WHEREAS, the Mahaska County, Iowa Board of Supervisors recognizes the need for mutual assistance and sharing between agencies, and:

WHEREAS, an Agreement for sharing has been prepared in accordance with Chapter 28E of the 2001 Code of Iowa as amended, a copy of which Agreement is attached:

BE IT RESOLVED by the Mahaska County, Iowa, that said Agreement is approved; that the Chairman of the Board of Supervisors wishes to participate in this Agreement, and that the Chairman of the Board of Supervisors and County Auditor are authorized and directed to execute said Agreement on behalf of the Mahaska County, Iowa Board of Supervisors.

Passed and approved this 17th day of December, 2001, by the following vote:

Ayes: All

Nays: 0

Howard Groenendyk

The foregoing instrument was acknowledged before me this 4th day of December, 2001, by Ivan Vos and Jon Miller, the Board Vice-President and Board Secretary of Pella Community School District, Pella, Iowa, a political subdivision of the State of Iowa, on behalf of said subdivision.

Amy Kinne
Notary Public, State of Iowa

STATE OF IOWA)
) SS:
COUNTY OF MAHASKA)

The foregoing instrument was acknowledged before this 17th day of December, 2001, by Howard Groenendyk and Kay Swanson, the Chairperson and Secretary of the Board of Supervisors of Mahaska County, Iowa, a political subdivision of the State of Iowa, on behalf of said subdivision.

Susan Lynn Brown
Notary Public, State of Iowa

It was moved by VanWeelden seconded by Gordy to approve the following 28E Agreement with Tri-County Community School District. All ayes. Motion carried.

**MAHASKA COUNT/TRI-COUNTY COMMUNITY SCHOOL DISTRICT
LOCAL OPTION SALES AND SERVICES TAX
INTERGOVERNMENTAL AGREEMENT
IOWA CODE CHAPTER 28E**

THIS AGREEMENT entered into by and between Mahaska County, Iowa (the “County”) and the Tri-County Community School District (the “School District”) located in Mahaska, Keokuk, and Poweshiek Counties, Iowa (the “Parties”), as of the 8th day of October, 2001:

WHEREAS, a public measure will be presented to the voters of Mahaska County, Iowa, at a special election on September 25, 2001, wherein the proposition related to the imposition of a 1% local option sales and services tax to be used for the purpose of providing each school district in the county a proportional share of the tax revenue for school projects, which includes the payment or retirement of existing bonds, as authorized by Chapter 422B, Code of Iowa; and

WHEREAS, Iowa Code chapter 422B provides that Counties may, by Agreement with other political subdivisions of the state, as provided in Iowa Code Chapter 28E, pledge irrevocably any amount derived from the designated portions of the revenues of the local option sales and services tax to the support or payment of bonds of an issuer issued for the purposes set forth on the ballot proposition concerning the imposition of the local option sales and services tax; and

WHEREAS, the public measure, if authorized by the vote, requires each school district to enter into a 28E Agreement with the County pursuant to Chapter 422B to receive its portion of the county tax revenue; and

WHEREAS, if the county measure passes, the School District intends to use 75% of the revenue pledged to it by the County under this Agreement for the retirement of its outstanding debts; and

WHEREAS, if the measure passes, the School District intends to use 25% of the revenue pledged to it by the County under this Agreement to secure both short and long term financing for its plans to build and furnish additions to and to remodel, repair, and improve the school buildings in the School District (the "Projects").

IT IS NOW, THEREFORE, AGREED by and between the Parties hereto as follows:

1. That the parties to this Agreement do hereby irrevocably pledge and assign that portion of the revenues to be received by the County from the local option sales and services tax to the School District to be used for the following purposes: 75% of the revenue pledged to the School District shall be applied by the School District to retire outstanding debt; 25% of the revenue shall be applied by the School District towards paying the costs of the Projects and to pay principal and interest on Bonds or Notes issued to finance the parts of the Projects as provided in the proposition approved by the voters at the Special Election of September 25, 2001.

2. That the further purpose of this Agreement is to comply with the provisions of Chapter 422B and to acknowledge that the School District may issue bonds and pledge the revenues hereby assigned by the parties to payment of interest and principal of said bonds.

3. That said pledge of revenues shall not be repealed or the tax rescinded, except as provided in Chapter 422B or until such time as all debts incurred are fully paid, whichever comes first.

4. That no separate legal entity is established by this Agreement and all matters of financing and administration, if any, shall be handled by the County.

5. That each party may execute this Agreement and the Agreement shall consist of each executed counterpart with multiple copies all as the original.

6. That upon receipt of all executed counterparts of the Agreement, the Superintendent of the School District or the Secretary of the Board of Supervisors is

The foregoing instrument was acknowledged before me this 6th day of December, 2001, by Jody A. Gray, Superintendent and Rebecca J. Schmidt, the Board President and Board Secretary of Tri-County Community School District, Thornburg, Iowa, a political subdivision of the State of Iowa, on behalf of said subdivision.

Tracy L. Mikesell
Notary Public, State of Iowa

STATE OF IOWA)
) SS:
COUNTY OF MAHASKA)

The foregoing instrument was acknowledged before this 17th day of December, 2001, by Howard Groenendyk and Kay Swanson, the Chairperson and Secretary of the Board of Supervisors of Mahaska County, Iowa, a political subdivision of the State of Iowa, on behalf of said subdivision.

Susan Lynn Brown
Notary Public, State of Iowa

RESOLUTION IN SUPPORT OF 28E AGREEMENT

WHEREAS, the Mahaska County, Iowa Board of Supervisors recognizes the need for mutual assistance and sharing between agencies, and:

WHEREAS, an agreement for sharing has been prepared in accordance with Chapter 28E of the 2001 Code of Iowa as amended, a copy of which agreement is attached:

BE IT RESOLVED by the Mahaska County, Iowa, that said agreement is approved; that the Chairman of the Board of Supervisors wishes to participate in this agreement, and that the Chairman of the Board of Supervisors and County Auditor are authorized and directed to execute said agreement on behalf of the Mahaska County, Iowa, Board of Supervisors.

Passed and approved this 17th day of December, 2001, by the following vote:

Ayes: All

Nays: 0

Howard Groenendyk
Chairperson, Board of Supervisors

ATTEST:

Kay Swanson
County Auditor

It was moved by Gordy seconded by VanWeelden to approve the following 28E Agreement with the Twin Cedars Community School District. All ayes. Motion carried.

**MAHASKA COUNT/TWIN CEDARS COMMUNITY SCHOOL DISTRICT
LOCAL OPTION SALES AND SERVICES TAX
INTERGOVERNMENTAL AGREEMENT
IOWA CODE CHAPTER 28E**

THIS AGREEMENT entered into by and between Mahaska County, Iowa, (the “County”) and the Twin Cedars Community School District (the “School District”) located in Mahaska and Marion Counties, Iowa, (the “Parties”), as of the 10th day of December 2001:

WHEREAS, a public measure will be presented to the voters of Mahaska County, Iowa, at a special election on September 25, 2001, wherein the proposition related to the imposition of a 1% local option sales and services tax to be used for the purpose of providing each school district in the county a proportional share of the tax revenue for school projects, which includes the payment or retirement of existing bonds, or school infrastructure projects as defined by Iowa Code 296.1, as authorized by Chapter 422B, Code of Iowa; and

WHEREAS, Iowa Code chapter 422B provides that Counties may, by Agreement with other political subdivisions of the state, as provided in Iowa Code Chapter 28E, pledge irrevocably any amount derived from the designated portions of the revenues of the local option sales and service tax to the support or payment of bonds of an issuer issued for the purposes set forth on the ballot proposition concerning the imposition of the local option sales and services tax; and

WHEREAS, the public measure, requires each school district to enter into a 28E Agreement with the County pursuant to Chapter 422B to receive its portion of the county tax revenue; and

WHEREAS, the School District intends to use the revenue pledged to it by the County under this Agreement for the retirement of its outstanding debt and/or to pay for school infrastructure projects as defined in Iowa Code 296.1.

IT IS NOW, THEREFORE, AGREED by and between the Parties hereto as follows:

1. That the Parties to this Agreement do hereby irrevocably pledge and assign that portion of the revenues to be received by the County from the local option sales and services tax to the School District to be used for the following purposes: revenue pledged to the School District shall be applied by the School District to retire outstanding debt; and/or shall be applied by the School District towards paying the costs of school infrastructure projects as defined by Iowa Code 296.1.

2. That the further purpose of this Agreement is to comply with the provisions of Chapter 422B and to acknowledge that the School District may issue bonds and pledge the revenues hereby assigned by the parties to payment of interest and principal of said bonds.

3. That said pledge of revenues shall not be repealed or the tax rescinded, except as provided in Chapter 422B or until such time as all debts incurred are fully paid, whichever comes first.

4. That no separate legal entity is established by this Agreement and all matters of financing and administration, if any, shall be handled by the County.

5. That each party may execute this Agreement and the Agreement shall consist of each executed counterpart with multiple copies all as the original.

6. That upon receipt of all executed counterparts of the Agreement, the Superintendent of the School District or the Secretary of the Board of Supervisors is authorized and instructed to cause a copy to be filed with the Secretary of State and the Mahaska County Recorder.

IN WITNESS WHEREOF, the School District has caused this Agreement to be approved by resolution of its Board of Directors and executed this 10th day of December, 2001.

TWIN CEDARS COMMUNITY SCHOOL DISTRICT

By: Jodi J. Swayne
President, School Board of Directors

ATTEST:

By: Doris Herington
Secretary

IN WITNESS WHEREOF, Mahaska County, Iowa has caused this Agreement to be approved by resolution of its Board of Supervisors and executed this 17th day of December, 2001.

MAHASKA COUNTY

By: Howard Groenendyk
Chair, Board of Supervisors

ATTEST:

By: Kay Swanson
Auditor

STATE OF IOWA)
) SS:
COUNTY OF MAHASKA)

The foregoing instrument was acknowledged before me this 10th day of December, 2001, by Jodi J. Swayne and Doris Herington, the Board President and Board Secretary of Twin Cedars Community School District, Bussey, Iowa, a political subdivision of the State of Iowa, on behalf of said subdivision.

Lana K. Dunkin
Notary Public, State of Iowa

STATE OF IOWA)
) SS:
COUNTY OF MAHASKA)

The foregoing instrument was acknowledged before me this 17th day of December, 2001, by Howard Groenendyk and Kay Swanson, the Chairperson and Secretary of the Board of Supervisors of Mahaska County, Iowa, a political subdivision of the State of Iowa, on behalf of said subdivision.

Susan Lynn Brown
Notary Public, State of Iowa

This Agreement was duly filed in the office of the Secretary of State on the 15th day of January, 2002, and in the office of Mahaska County Recorder on the 11th day of January, 2002.

By: _____
MAHASKA COUNTY AUDITOR

RESOLUTION IN SUPPORT OF 28E AGREEMENT

WHEREAS, the Mahaska County, Iowa Board of Supervisors recognizes the need for mutual assistance and sharing between agencies, and:

WHEREAS, an agreement for sharing has been prepared in accordance with Chapter 28E of the 2001 Code of Iowa, as amended, a copy of which agreement is attached:

BE IT RESOLVED by the Mahaska County, Iowa, that said agreement is approved; that the Chairman of the Board of Supervisors wishes to participate in this agreement, and that the Chairman of the Board of Supervisors and County Auditor are authorized and directed to execute said agreement on behalf of the Mahaska County, Iowa Board of Supervisors.

Passed and approved this 17th day of December, 2001, by the following vote:

Ayes: All

Nays: 0

Howard Groenendyk
Chairperson, Board of Supervisors

ATTEST:

Kay Swanson
County Auditor

Joe Albright of the Secondary Road department discussed with the board a curve sign issue on 135th Street in Union Mills. The signman has fixed the problem.

It was moved by Gordy seconded by VanWeelden to approve and place on file the monthly report for November, 2001 for Veterans Affairs. All ayes. Motion carried.

It was moved by Gordy seconded by VanWeelden to approve the investment policy for Heartland Insurance Risk Pool. All ayes. Motion carried.

HEARTLAND INSURANCE RISK POOL **INVESTMENT POLICY**

1. Scope of the Investment Policy

This Investment Policy is intended to comply with Iowa Code Chapters 12B and 12C.

This Investment Policy of the Heartland Insurance Risk Pool (hereafter Heartland) shall apply to all monies and funds. Pursuant to Article VI, §6 of the Bylaws, all such monies shall be deposited in a depository bank in at least two accounts known as the Administrative Fund Account and the Claims Fund Account. (See Article VI, §1, 2 Bylaws). To the extent such monies are not required to pay current claims or claims' costs, the Heartland Insurance Risk Pool Board of Trustees (Trustees) shall invest such monies in accordance with this Policy. (See Article VI, §4, Bylaws).

This Section is meant to implement Iowa Code Sections 12B.10(1); 12B.10(3); and 12B.10(A)(2).

2. Delegation of Authority

In accordance with Article VI, Section 3 of the Bylaws and in accordance with Iowa Code Section 12B.10(A)(2); 12B.10(B) and 12B.10(C), the responsibility for conducting investment transactions resides with the Secretary-Treasurer of Heartland, subject to required prior approval by the Trustees.

This section is meant to implement Iowa Code Sections 12B.10(A)(2); 12B.10(B); 12B.10(C); 12C.1; 12C.2; and 12C.11.

3. Deposit of Monies and Investments

- a. All monies and funds coming into the possession of the Secretary-Treasurer shall at all times be kept in either a vault or safe or promptly deposited in one or more depository banks previously authorized by the Trustees for use. See Iowa Code Section 12B.10(1); Section 12C.1(1); Section 12C.6.
- b. The approval of each such depository bank shall be by written resolution and entered into the minutes of the Trustees' meetings by the Secretary, identifying by name each such bank so approved and the maximum amount which may be kept on deposit therein. See Iowa Code Section 12C.2.
- c. Unless the depository bank has been one approved by the State of Iowa's Treasurer as an "approved bank", the deposit of Heartland monies in such bank shall not exceed the federal insurance coverage available for each such deposit. See 781 Iowa Administrative Code Section 13.2.
- d. No deposit to any depository shall be made in any depository unless that depository executes a "public funds depository agreement" in compliance with the provisions of Iowa Code Section 12B.10C and 781 Iowa Administrative Code Chapter 15.

4. Investment Maturity Limitations

"Operating Funds" of Heartland must be identified and distinguished from all other funds available for investment, after projections are received from the Service Agent pursuant to Article VI, Sections 3 and 4 of the Bylaws. (Iowa Code Section 12B.10(A)(1)(b)).

a. “Operating Funds” means those funds which are reasonably expected to be expended during a current budget year or within 15 months of receipt. (Iowa Code Section 12B.10(A)(1)(a)).

b. “Operating Funds” may only be invested in investments which mature within three hundred ninety-seven (397) days or less and which are authorized by the Trustees in those investments permitted by Iowa Code Section 12B.10(5). (Iowa Code Section 12B.10(A)(1)(c)).

c. Only those funds decided by the Trustees not to be “Operating Funds” may be invested in investments having maturities longer than three hundred and ninety-seven (397) days and such investments shall be made in a least three (3) different Heartland member counties. (Iowa Code Section 12B.10(A)(3)).

5. **Objectives of the Investment Policy**

a. Whether or not funds are determined to be “Operating Funds”, all investment decisions approved by the Trustees shall be made under the prudent person standard that funds be invested with the care, skill, prudence and diligence that a person acting in like capacity and familiar with such matters would use to attain the investment goals of this subsection. (Iowa Code Section 12B.10(2)).

b. In observance of this prudent person standard, the Trustees shall consider the role that a particular investment or deposit plays within the Heartland investment portfolio under the following goals established in order of importance:

1. Safety and preservation of the principal.
2. Maintenance of the necessary liquidity to match expected liabilities.
3. Obtaining a reasonable rate of return.

In addition to these goals, the Trustees may also consider the diversification of investments, those maturities which are determined consistent with Heartland’s needs, and the quality and capability of those investments. (Iowa Code Section 12B.10(2),(3)).

c. The investments authorized by the Trustees, whenever possible, shall be diversified to reduce the risk of loss resulting from over-concentration of assets with a specific maturity, a specific issue or in a specific class of securities. To avoid the foregoing the following general considerations shall be taken into account:

The maturity of investments should be staggered to provide roughly sequential maturity, reasonable liquidity and the stability of ongoing income to assure maturity most nearly to required disbursement dates.

6. a. **Eligible Investments**

Heartland funds shall only be invested in the following:

1. Obligations of the United States government, its agencies and instrumentalities;
2. Certificates of deposit and other evidences of deposit at federally insured banks approved by the Trustees before investment; and
3. Any other investment permitted by Iowa Code Section 12B.10(5)(c-h), so long as such investment is approved by the Trustees before made and meets any security requirements made by Iowa Code Chapter 12C.

b. Ineligible Investments

Heartland funds shall not be invested in:

1. Futures and options contracts;
2. Securities the purpose for which is speculation and the realization of short-term profits;
3. Pursuant to a contract under which any agent or fiduciary is compensated upon the basis of the performance of that investment; or
4. Any other investment not having the specific prior approval of the Trustees.

This Section is meant to implement the provisions of Iowa Code Section 12B.10(3); 12B.10(5); 12B.10A(2)(c); 12C.1(1) and 12C.2.

7. Investment Policy Review and Amendment

This Investment Policy shall be formally reviewed and approved by the Trustees every odd-numbered year or more frequently, as appropriate. Amendments may be made at any time upon approval of the Trustees and the concurring approval by motion of the Boards of Supervisors of each member county.

Upon final approval of the Investment Policy or any amendment thereto, copies of such Policy or amendment shall be delivered to all of the following:

1. Each appointed member of the Heartland Board of Trustees;
2. The Board of Supervisors of each member Heartland county;
3. All depository institutions in which any funds of Heartland are invested;
4. The auditor engaged to audit Heartland; and
5. Heartland legal counsel.

This section is meant to implement Iowa Code Section 12B.10B(2).

8. Public Record

- a. All records concerning the investment of Heartland funds, these investment policies, the Trustees' investment decisions, the Secretary-Treasurer's orders and contracts of investment, and a list of those depositories and the amounts invested in each are matters of public record.

b. If any fiduciary, third party or depository with whom or in which Heartland has invested funds fails to produce any record relating to any investment transaction within a reasonable time, the Trustees shall make no new investment with that fiduciary, third party or depository.

This section is meant to implement Iowa Code Section 22.1(3) and 12C.1(1).

9. Reporting by the Secretary-Treasurer

The Secretary-Treasurer shall report to the Trustees at any regularly scheduled meeting of those matters concerning the investments made and seek that authority from the Trustees to make any investment decisions which the circumstances may dictate.

The Secretary-Treasurer shall submit annually a written report that summarizes recent market conditions and for any reconsideration of investment strategies authorized by the Trustees. The investment report shall set out the current investment portfolio in terms of principal(s) invested, rates of return, terms of maturity, features of security and any other matters relevant. Such report shall summarize all investment transactions that have occurred since the last reporting period for comparison of those results against any reconsideration of investment strategies.

It was moved by VanWeelden seconded by Gordy to approve the request of the GIS Coordinator and the County Assessor to participate in the Iowa IRDOQQ Project and to partner with the state for \$1000.00. This project involves digital infrared Orthophotography for the entire state. All ayes. Motion carried.

The ProMap proposal was tabled until a later date for more information. Jon Lubke also discussed with the board scanning of the plat books in the recorder's office. The recorder has given permission to do this. Cost would be 30 cents per page or not more than \$750.00.

It was moved by VanWeelden seconded by Gordy to approve the request of the Sheriff for two reserves to be certified with the academy council to carry weapons. They are Harry Boender and Randy Clark. All ayes. Motion carried.

The resolution for the Court Offices was tabled until later date.

Meeting recessed at 10:15 a.m.

Meeting reconvened at 10:35 a.m.

Tom O'Brien and Kirby Moss from Employee Group Services met with the board to discuss the insurance rates for 2002. It was moved by VanWeelden seconded by Gordy to renew the stop loss coverage with Pacific Life and to keep the specific deductible at \$30,000.00 and to implement a tool for accessing pre-negotiated discounts on services. All ayes. Motion carried.

It was moved by Gordy seconded by VanWeelden to set the medical rates at \$712.50 per month, dental at \$63.75 per month and vision \$22.00 for family and medical rates at \$307.00 per month, dental at \$27.50 per month and vision at \$11.00 for single policy. All ayes. Motion carried.

It was moved by VanWeelden seconded by Groenendyk to approve the HIPPA Exemption Election Document. All ayes. Motion carried.

It was moved by VanWeelden seconded by Gordy that the health plan funding rates will be effective February 1, 2002. All ayes. Motion carried.

Meeting recessed at 12:35 p.m.

Reconvened at 1:35 p.m.

It was moved by VanWeelden seconded by Groenendyk to go into closed session pursuant to Iowa Code Chapter 21.5.1c. Roll call vote: Groenendyk – aye; VanWeelden – aye; Gordy – aye. Motion carried.

It was moved by Gordy seconded by VanWeelden to return to open session at 2:05 p.m. Roll call vote: Groenendyk – aye; VanWeelden – aye; Gordy – aye. Motion carried.

It was moved by VanWeelden seconded by Groenendyk to pursue option 2 and to instruct our attorney to proceed. Roll call vote: VanWeelden – aye; Groenendyk – aye; Gordy – nay. Motion carried.

It was moved by Gordy seconded by VanWeelden to adjourn. All ayes. Motion carried.

Howard Groenendyk, Chairman
Mahaska County Board of Supervisors

ATTEST: _____
Kay Swanson, County Auditor

