

November 16, 2020

The Mahaska County Board of Supervisors met in regular session on the above date at 8:00 a.m. in the third-floor conference room of the Mahaska County courthouse. Present were the following board members: Chairman – Mark Groenendyk; Vice chairman – Steve Wanders. Also present were Darin Hite, IT; Russ Van Renterghem, Sheriff; Joe Lancello, KBOE; Tom Flaherty, Econ Dev; Andrew McGuire, Engineer; Elroy Fry; Angela Livezy; Margaret Ratcliff; Joyce Webb; and Susan Brown, Mahaska County Auditor. Kathryn Kaul-Goodman; Heidi Kuhl; Steve Kelly; Mike Fairchild; Adam Eishen by telephone conferencing. This meeting was live streamed by Communications Research Institute of William Penn University.

Judge Mefford swore in newly elected supervisor, to fill a vacancy, Chuck Webb.

The meeting was opened with a moment of silence.

It was moved by Wanders seconded by Groenendyk to approve agenda for today's meeting. All present voted aye. Motion carried.

Public Comments: Kathryn Kaul-Goodman made a request to be reappointed to the Mahaska County Solid Waste Commission noting the accomplishments of the commission as she has been chair. Stephen Kelly, Mike Fairchild and Adam Eishen all spoke in support of Kathryn being reappointed.

It was moved by Groenendyk seconded by Wanders to set date for hearing on Ordinance #27 which would designate a portion of 135th St as one-way traffic only. Hearing will be December 7th at 8:00 a.m. All present voted aye. Motion carried.

It was moved by Wanders seconded by Webb to approve the following resolution. Engineer McGuire had affirmed the working with county attorney and Pella. All present voted aye. Motion carried.

RESOLUTION #2020-23

AGREEMENT FOR 250th Avenue Improvements Project

WHEREAS; both the County and City are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS; Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS; it is proposed, that the City plan, design, advertise for bidding, administer and inspect a construction project to 250th Avenue, and

WHEREAS; the City Council and the County Board of Supervisors have informed themselves as to the proposed improvement.

IT IS NOW AGREED, that the City of Pella, Iowa and Mahaska County, Iowa enter into an agreement pursuant of Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed roadway construction project and, said cooperative actions include the following:

1. DEFINITIONS. When used in this Agreement, unless otherwise required by the context:
 - a. "CITY" means the City of Pella, Iowa, a municipal corporation located in the County of Mahaska, State of Iowa.
 - b. "COUNTY" means Mahaska County, Iowa, a political subdivision of the State of Iowa.
 - c. "PROJECT" means 250th Avenue Improvements, also referred to as East Interchange Infrastructure Improvements 250th Avenue Improvements
 - d. "PLANS" means the construction drawings and specifications to be prepared by CITY and approved by CITY and COUNTY.
 - e. "ADMINISTRATOR" means the Pella City Administrator.
 - f. "AGREEMENT" means this instrument in its entirety and the PLANS which shall constitute an integral part hereof.
2. DURATION. This agreement shall take effect from the date of its execution by both CITY and COUNTY and after the City of Pella has jurisdiction over 250th Avenue from Old Hwy 163 South to the South Quarter Section Line of the Northwest Quarter of Section 18, Township 76N, Range 17W. This agreement shall thereafter continue in full force and effect for such time as shall be necessary to fully accomplish its stated purposes and until it is terminated in accordance with its terms.
3. NO SEPARATE ENTITY. The agreement does not create a separate legal or administrative entity.
4. PURPOSE. The purpose of the Agreement is to provide for the joint and cooperative construction of the PROJECT.
5. CONSTRUCTION BIDS. After the plans have been approved by CITY and COUNTY, CITY shall arrange for bids for construction of the PROJECT which will be let locally. Thereafter, and prior to the awarding of any contract for construction of the PROJECT, CITY shall submit to COUNTY for review, copies of all bids received along with CITY'S recommendations concerning the award of contracts for construction of the PROJECT.

6. AWARD OF CONTRACT. After CITY has reviewed COUNTY'S recommendations concerning the award of contracts for the construction of the PROJECT, CITY, may enter into contracts for the construction of the PROJECT. COUNTY will not be a party to the construction contracts.
7. SUPERVISION OF CONSTRUCTION. The ADMINISTRATOR shall have general supervisory authority over the PROJECT. COUNTY'S engineer may inspect the PROJECT from time to time at his discretion for purposes of verifying compliance with this agreement.
8. ACCEPTANCE OF CONSTRUCTION. After construction of the PROJECT has been completed in an acceptable manner and so certified by the ADMINISTRATOR and approved by CITY, COUNTY shall formally accept the work performed under the construction contracts. Upon completion of the PROJECT and performance of all actions required by COUNTY and CITY by this Agreement as acknowledged by resolution adopted, respectively, by the Board of Supervisors of COUNTY and the Council of CITY, the CITY shall accept jurisdiction and control of the segment of roadway that is within the corporate limits of the CITY.
9. PAYMENT OF PROJECT COSTS. All costs of the PROJECT shall be paid by the CITY from its funds.
10. TIMETABLE. COUNTY and CITY shall each proceed with reasonable diligence in the performance of all actions required by them, respectively, under this agreement.
11. TERMINATION. This agreement shall become effective upon acceptance of all parties and shall remain in effect until terminated by its terms or by one or all of the parties. Either party may terminate this agreement by sending written notice of termination, specifying the reason for termination, at least sixty days prior to the effective date of termination. Notice shall be sent to the governing body of the other party and its principal place of doing business by registered mail.
12. MULTIPLE COPIES. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
13. EXECUTION OF AGREEMENT. The parties shall approve the agreement by resolution of their respective Board or Council, which shall authorize the execution of the agreement.

It will then be filed in the office of the Iowa Secretary of State and Recorder of Mahaska County, in accordance with Chapter 28E of the Code of Iowa, and shall be recorded in the Mahaska County Recorder's Office and shall remain in effect unless terminated as provided herein.

The termination of this agreement shall not relieve any party to this agreement of any obligations or liability arising during the terms of the agreement. This is the entire agreement between the parties and it may be amended only upon the agreement of all parties and only in writing. The laws of this State of Iowa apply to this agreement.

PURSUANT TO authority contained in Chapter 28E of the Code of Iowa and by virtue of a resolution adopted by its Board of Supervisors, COUNTY has caused this Agreement to be executed on its behalf on this 16th day of November, 2020.

It was moved by Wanders seconded by Webb to approve the following resolution. All present voted aye. Motion carried.

RESOLUTION NO. 2020-25
AGREEMENT FOR
CORPORATION LINE ROAD MAINTENANCE

This agreement is by and between the Pella City Council (hereafter "City") and the Mahaska County Board of Supervisors (hereafter "County") as follows:

The City and the County desire to share street/road maintenance services for streets/roads lying along, in and outside of the City corporation limit lines.

Both the City through the Public Works Department and the County through the office of the County Engineer has the manpower and equipment necessary to provide said services.

The following streets/roads included within the scope of this agreement shall become part of this agreement and be maintained as stated by the City:

- A. 250th Avenue from Old Hwy 163 South approximately 1960 feet. (See Exhibit A)

The following streets/roads included within the scope of this agreement shall become a part of this agreement and be maintained as stated by the County:

- A. That portion of 250th Avenue within the corporate limits of the City of Pella that is located north of Old Hwy 163 and south of Vermeer Rd E and that portion of 250th Avenue beginning at a point approximately 1,510 north of Vermeer Rd E to the north corporate limits of the City of Pella. (See Exhibit A)

Therefore, the said City and County, in a spirit of cooperation between these public agencies, agree with each other under the following terms and conditions as follows:

- A. Construction, reconstruction and rehabilitation projects shall be considered on an individual basis and shall be previously agreed to by separate agreement and are not part of this agreement.
- B. The normal routine maintenance of the streets/roads will include: snow removal and surface maintenance (e.g. pothole repair) on two traffic lanes; minor repairs on bridges and culverts, brush and weed control, regulatory and warning signing installation and maintenance; pavement edge line, centerline and stop bar markings. The cost for such normal maintenance will be at the expense of each respective City/County performing the

maintenance. All maintenance practices will be in accordance with the established policy of the governmental agency having jurisdiction.

- C. Special Maintenance shall include, but not be limited to: snow removal beyond two traffic lanes, full or partial depth pavement patching, edge rut repairs, shoulder repairs, ditch cleaning, and bridge/culvert repair. Special Maintenance services will be cost shared. The adjoining Public Works Director/County Engineer will be notified prior to the performance of any major project for comment and approval. Upon completion of the work, the City/County performing the major repair will submit an itemized bill to the adjoining City/County for fifty percent (50%) of the materials and labor.
- D. The City shall reimburse the County, into the Secondary Road Fund, for the services as described in item C above, upon receipt of a proper itemized billing of applicable costs. Applicable costs shall include but not be limited to materials, equipment rental, labor, and third party contracts. The party performing special maintenance shall notify the other party of this agreement as to the extent of special maintenance items before the work begins. Routine maintenance shall be performed at the discretion of the party performing routine maintenance.
- E. That the County claims no ownership or responsibility for any and all under or above ground utilities. These utilities may include, but are not limited to storm sewer, sanitary sewer (including service lines), water mains (including service lines), gas lines, power lines, phone lines, fiber optic lines, etc. Maintenance, replacement, repair, operation, etc. shall be at the sole responsibility of the owner of said utilities.
- F. Construction projects, maintenance, or any other event requiring closure of any of the roads or streets covered under this agreement will be coordinated between the City and County.
- G. All signing is to comply with the current Manual on Uniform Traffic Control Devices. Each party shall prevent erection or encroachment of any private signs within or overhanging the right of way, that could obstruct the view of any traffic control devices or portion of the roadway as per Section 319.10 of the Code of Iowa. Each party shall be responsible for the legal establishment of regulatory traffic control devices and signs located within the area of their jurisdiction.
- H. New entrances will be controlled by City/County policy as installed on either side of the road in accordance with the entrance policy in effect for each jurisdiction.
- I. This agreement may be reviewed, adjusted or terminated by either party upon 30 days written notice to the other party, and upon settlement of any unpaid costs. This agreement remains in effect until said written notice is given.
- J. This agreement shall encompass only those services herein set forth. Any additional services and payments shall be according to separate agreement.

- K. This agreement shall be supervised by the Mayor and City Council of the City and the Board of Supervisors of the County.
- L. In accordance with Section 28E.7 of the Code of Iowa, this Agreement does not relieve and of the parties agree to any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance thereof by any contracting party hereto, said performance may be offered in satisfaction of the obligation or responsibility.
- M. The provisions of Chapter 573A of the Code of Iowa, for termination of agreements in the event of a national emergency, apply to this agreement.
- N. Nothing within the context of this agreement shall be construed to transfer any liability from one jurisdiction to the other, except as herein specified.
- O. Each party is responsible for liability occurring as a result of the acts or omission in performing its obligation under this agreement. The City shall protect, indemnify, defend and hold harmless the County for acts or omissions of the City, its officers, employees, agents, and assigns with respect to the obligations of the City under this agreement. The County shall protect, indemnify, defend and hold harmless the City for acts or omissions of the County, its officers, employees, agents, and assigns with respect to the obligations of the County under this agreement.
- P. After approval of all the parties, this agreement shall not become effective until the City of Pella has jurisdiction over 250th Avenue from Old Hwy 163 South to the South Quarter Section Line of the Northwest Quarter of Section 1 8, Township 76N, Range 17W.

PURSUANT TO authority contained in Chapter 28E of the Code of Iowa and by virtue of a resolution adopted by its Board of Supervisors, COUNTY has caused this Agreement to be executed on its behalf on this day of 16th day of November, 2020.

It was moved by Wanders seconded by Webb to approve the following resolution. All present voted aye. Motion carried.

RESOLUTION NO. 2020-26

Resolution authorizing and approving a Loan Agreement, providing for the issuance of \$8,940,000 General Obligation Urban Renewal Bonds, Series 2020A, and directing the levy of taxes to pay the same

WHEREAS, the Board of Supervisors (the “Board”) of Mahaska County, Iowa (the “County”), has proposed to enter into a General Obligation Loan Agreement (the “Loan Agreement”) pursuant to the provisions of Section 331.402 of the Code of Iowa, for the purpose of financing an urban renewal project in the Prairie Wind Urban Renewal Area consisting of improvements to County roads and bridges; and has published notice and held a hearing on the proposal; and

WHEREAS, it has been proposed that the County enter into the Loan Agreement with Northland Securities, Inc., Minneapolis, MN (the “Purchaser”) and issue \$8,940,000 General Obligation Urban Renewal Bonds, Series 2020A (the “Bonds”) in evidence of its obligations under the Loan Agreement; and

WHEREAS, the Purchaser prepared a certain Bond Purchase Agreement (the “Bond Purchase Agreement”) with respect to the Loan Agreement and the Bonds, and the Board has previously approved the Bond Purchase Agreement and has made provision for its execution and delivery; and

WHEREAS, it is now necessary to take final action for approval of the Loan Agreement and authorization of the issuance of the Bonds;

NOW, THEREFORE, Be It Resolved by the Board of Supervisors of Mahaska County, Iowa, as follows:

Section 1. The County shall enter into the Loan Agreement with the Purchaser in substantially the form as has been placed on file with the Board, providing for a loan to the County in the principal amount of \$8,940,000, for the purpose set forth in the preamble hereof.

The Chairperson of the Board and County Auditor are hereby authorized and directed to sign the Loan Agreement on behalf of the County, and the Loan Agreement is hereby approved.

Section 2. The Bonds are hereby authorized to be issued in evidence of the obligation of the County under the Loan Agreement, in the total aggregate principal amount of \$8,940,000, to be dated November 30, 2020, in the denomination of \$5,000 each, or any integral multiple thereof, maturing on June 1 in each of the years, in the respective principal amounts and bearing interest at the respective rates as follows:

<u>Date</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Date</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2022	\$155,000	2.000%	2028	\$835,000	2.000%
2023	\$505,000	2.000%	2029	\$855,000	1.100%
2024	\$660,000	2.000%	2030	\$860,000	1.250%
2025	\$790,000	2.000%	2031	\$875,000	1.350%
2026	\$805,000	2.000%	2032	\$885,000	1.450%
2027	\$820,000	2.000%	2033	\$895,000	1.500%

Section 3. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent”. The County shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the Board; the Chairperson and County Auditor are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the County; and the Registrar/Paying Agent Agreement is hereby approved.

The County reserves the right to prepay part or all of the principal of the Bonds maturing in each of the years 2029 to 2033, inclusive, prior to and in any order of maturity on June 1, 2028, or on any date thereafter upon terms of par and accrued interest.

If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000. If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the County's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Bonds as to which the County reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing June 1, 2021. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the County at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the County with the official manual or facsimile signature of the Chairperson of the Board and attested with the official manual or facsimile signature of the County Auditor, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the County kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books

of the County upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

Section 4. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the “Participants”). In the event that DTC determines not to continue to act as securities depository for the Bonds or the County determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the County will discontinue the book-entry system with DTC. If the County does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the County will register and deliver replacement bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the County identifies a qualified securities depository to replace DTC, the County will register and deliver replacement bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interest in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant’s interest in the Bonds, which will be confirmed in accordance with DTC’s standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the County to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The County will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term “Beneficial Owner” shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the County, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the County to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the County to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA

STATE OF IOWA

MAHASKA COUNTY

GENERAL OBLIGATION URBAN RENEWAL BOND, SERIES 2020A

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
_____%	June 1, _____	November 30, 2020	

Mahaska County (the "County"), Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, NY

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the "Registrar" or the "Paying Agent"), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has

been paid, on June 1 and December 1 of each year, commencing June 1, 2021, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the County at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Urban Renewal Bonds, Series 2020A (the "Bonds"), issued in the aggregate principal amount of \$8,940,000 by the County to evidence its obligation under a certain Loan Agreement, dated as of November 30, 2020 (the "Loan Agreement"), entered into by the County for the purpose of paying the cost, to that extent, of an urban renewal project in the Prairie Wind Urban Renewal Area consisting of improvements to County roads and bridges.

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 331.402(3) and 331.443 of the Code of Iowa, 2019, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the County Board of Supervisors authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The County reserves the right to prepay part or all of the principal of the Bonds maturing in each of the years 2029 to 2033, inclusive, prior to and in any order of maturity on June 1, 2028, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the County's registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the County reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the County in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or

the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The County, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the County, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the County for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the County, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, Mahaska County, Iowa, by its Board of Supervisors, has caused this Bond to be executed with the duly authorized facsimile signature of its Chairperson and attested with the duly authorized facsimile signature of its County Auditor, all as of November 30, 2020.

MAHASKA COUNTY, IOWA

By (DO NOT SIGN)
Chairperson, Board of Supervisors

Attest:

(DO NOT SIGN)
County Auditor

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

UMB Bank, n.a.
West Des Moines, Iowa
Registrar

By (Authorized Signature)
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA _____
TEN ENT	-	as tenants by the entireties	(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for _____ (Minor) under Uniform Transfers to Minors Act _____ (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(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 signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration, authentication and delivery to or upon the direction of the Purchaser, upon receipt of the loan proceeds (the "Proceeds"), and all action heretofore taken in connection with the Loan Agreement and the sale of the Bonds is hereby ratified and confirmed in all respects.

Section 7. As required by Chapter 76 of the Code of Iowa, and for the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the interest on the Bonds as it falls due, and also to pay and discharge the principal thereof at maturity, there is hereby ordered levied on all the taxable property in the County in each of the years while the Bonds or any of them are outstanding, a tax sufficient for that purpose, and in furtherance of this provision, but not in limitation thereof, there is hereby levied on all the taxable property in the County the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2021,
sufficient to produce the net annual sum of \$304,625;

For collection in the fiscal year beginning July 1, 2022,
sufficient to produce the net annual sum of \$651,525;

For collection in the fiscal year beginning July 1, 2023,
sufficient to produce the net annual sum of \$796,425;

For collection in the fiscal year beginning July 1, 2024,
sufficient to produce the net annual sum of \$913,225;

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of \$912,425;

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$911,325;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$909,925;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$913,225;

For collection in the fiscal year beginning July 1, 2029,
sufficient to produce the net annual sum of \$908,820;

For collection in the fiscal year beginning July 1, 2030,
sufficient to produce the net annual sum of \$913,070;

For collection in the fiscal year beginning July 1, 2031,
sufficient to produce the net annual sum of \$911,258;

For collection in the fiscal year beginning July 1, 2032,
sufficient to produce the net annual sum of \$908,425.

Section 8. A certified copy of this resolution shall be filed with the County Auditor, and the Auditor is hereby instructed to enter for collection and assess the taxes hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the County and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the County and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the County which may lawfully be applied for such purpose, including incremental property tax revenues, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the County's budget.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current available funds of the County in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 10. It is the intention of the County that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the County covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the County are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The County hereby designates the Bonds as "Qualified Tax Exempt Obligations" as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 11. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the

benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding.

On the date of issuance and delivery of the Bonds, the County will execute and deliver a Continuing Disclosure Certificate pursuant to which the County will undertake to comply with the Rule. The County covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the County are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved November 16, 2020.

It was moved by Wanders seconded by Webb to table Resolution No. 2020-27 Final Order on Alley Vacation Code 354.23.

Consideration of contract amendment with Rey Freeman Communications Consulting for Mahaska County Radio System project management and tower site services. It was moved by Wanders seconded by Webb to extend contract at an amount not to exceed \$4000/mo. This motion was withdrawn by Wanders. It was moved by Webb seconded by Wanders to extend contract at an amount not to exceed \$4000/month for not more than five months. All present voted aye. Motion carried.

It was moved by Wanders seconded by Groenendyk to approve the minutes of November 2 & 10 meetings. Groenendyk: aye. Wanders: aye. Webb: abstain. Motion carried.

It was moved by Wanders seconded by Webb to approve October bills in amount of \$1,241,049.30. All present voted aye. Motion carried.

It was moved by Groenendyk seconded by Wanders to remove Khandi Tucker from jail in sheriff department payroll effective November 17, 2020. All present voted aye. Motion carried.

It was moved by Groenendyk seconded by Webb to table appointments to Mahaska County Solid Waste Commission. The 28E and bylaws are being reviewed and may change the number to appoint. All present voted aye. Motion carried.

It was moved by Wanders seconded by Webb to approve twelve month Class C Liquor License Application for Debbie's Celebration Barn effective January 1, 2021. All present voted aye. Motion carried.

It was moved by Wanders seconded by Webb to accept notice of recount filed with the auditor on November 12, 2020 by the Rita Hart campaign for the office of US Representative District 2. All present voted aye. Motion carried.

Public comments: None

It was moved by Wanders seconded by Webb to adjourn. All present voted aye. Motion carried.

Attest: _____
Susan Brown
Mahaska Co. Auditor

Mark Groenendyk
Mahaska Co Board of Supervisors