

PROCEEDINGS OF THE BOARD OF SUPERVISORS  
March 9, 2021

The Board of Supervisors of Cerro Gordo County, Iowa, met in regular session pursuant to adjournment. Present: Chairman Casey Callanan, Vice Chairman Chris Watts, Supervisor Tim Latham and various members of the public.

Chairman Callanan convened the meeting at 10:00 a.m.

Latham moved with Watts seconding, to approve today's agenda and the meeting minutes for the March 2, 2021 regular session and the March 2, 2021 special session. Motion passed unanimously.

Public comment session was held.

Latham moved with Watts seconding, to approve claims. Motion passed unanimously.

Watts moved with Latham seconding, to approve the payroll register for period ending 02/27/2021. Motion passed unanimously.

Latham moved with Watts seconding, to approve the following payroll change:

Department <u>Pay Change</u>	Name <u>Effective Date</u>
County Attorney \$19.92/hourly	Jaclyn Smith 03/12/2021

Motion passed unanimously.

Watts moved with Latham seconding, to approve Resolution 2021-36, WHEREAS, the following payroll change request was submitted to the Board of Supervisors for review; and, WHEREAS, the Board of Supervisors of Cerro Gordo County, has reviewed and considered the change request as follows:

Department <u>Pay Change</u>	Name <u>Effective Date</u>
County Attorney \$62,000/year	Shannon LaGassa 03/08/2021

THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Cerro Gordo County does hereby approve the requests as shown above and directs the Auditor to make the necessary adjustments to the payroll. Motion passed unanimously.

Latham moved with Watts seconding, to approve the Clerk's Monthly Report of Fees and the Sheriff's Monthly Report of Fees. Motion passed unanimously.

Latham moved with Watts seconding, to approve the Class C Beer Permit for Clear Lake Boats. Motion passed unanimously.

Watts moved with Latham seconding, to approve Resolution 2021-37, WHEREAS, the Cerro Gordo County Auditor hires precinct election officials and chairpersons for various elections held throughout the year; and, WHEREAS, Iowa Cod Section 49.20 states that the members of election boards shall receive compensation at a rate established by the Board of Supervisors while engaged in the discharge of their duties and shall be reimbursed for actual and necessary travel; and, WHEREAS, Section 49.125 states that the members of election boards attending a training course shall be paid for attending such course, and shall be reimbursed for travel at the rate determined by the Board of Supervisors; and, NOW THEREFORE BE IT RESOLVED, that the Cerro Gordo County Board of Supervisors hereby sets wages and mileage reimbursement rates according to the attached spreadsheet:

	Chair	PEO
<b>Election Day (claim)</b>	\$13.00	\$11.00
Chair rate is set to compensate for their time for pickup and return of supplies, ballots, and computers		
<b>Hourly rates (claim)</b>		
Schools of instruction- pay minimum of one hour	\$13.00	\$11.00
Absentee board members- pay minimum of two hours per day	\$13.00	\$11.00
Election Day split shifts/partial days	\$13.00	\$11.00
Satellite absentee voting stations	\$13.00	\$11.00

Health care facilities- pay \$13.00 \$11.00  
minimum of one hour per day  
Assistance with election prep work \$11.00  
Serving on \$11.00  
Post-Election Audit Board  
**Temp employees paid thru payroll**  
Absentee review \$13.00  
(2 persons) hourly rate  
Temporary assistance \$13.00  
with absentee voting  
**Mileage (over 5 miles)- per election**  
IRS Maximum Current allowable rate Rate  
**Alternate precinct officials- on election day**  
Flat wage \$20.00  
**Equipment delivery (claim)**  
Hourly rate (2 persons) \$13.00  
We will pay the precinct election officials for their hours worked, which includes on hour before the polls open. Their hourly pay will be calculated by rounding up to or down to the closest six (6) minute interval of that period.

Motion passed unanimously.

Watts moved with Latham seconding, to authorize the Chair to sign Certificate of Cost Allocation Plan. Motion passed unanimously.

Watts moved with Latham seconding, to approve Resolution 2021-38, WHEREAS, the Board of Supervisors, hereafter referred to as "the Board", believes the L-112—73-17, hereafter referred to as "the project" is in the best interest of Cerro Gordo County, Iowa, and the residents thereof. The project is defined as culvert replacement; and WHEREAS, the Board has sought appropriate professional guidance for the concept and planning for the project and followed the steps as required by the Code of Iowa for notifications, hearings, and bidding/letting; and WHEREAS, The Board finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of Cerro Gordo County and its citizens, all as provided for in and permitted by section 331.301 of the Code of Iowa; and IT IS THEREFORE RESOLVED by Board to accept the bid from Rognes Brothers Excavating, inc. the amount of \$245,197.30 and awards the associated contract(s) to the same; BE IT FURTHER RESOLVED that all other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution or action of The Board as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law; and BE IT FURTHER RESOLVED by the Board of Supervisors of Cerro Gordo County, Iowa, that after receiving the necessary contract documents, including but not limited to, the contractor's bond and certificate of insurance, Brandon Billings, the County Engineer for Cerro Gordo County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the contracts in connection with the afore awarded construction project let through the DOT for this county. Motion passed unanimously.

Latham moved with Watts, to authorize the Chair to sign Agreement with Barkema Land Company. Motion passed unanimously.

Latham moved with Watts seconding, to approve Resolution 2021-39, WHEREAS, the Issuer is a political subdivision, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and WHEREAS, the Issuer is in need of funds to pay costs of refunding outstanding indebtedness of the County, including the County's General Obligation Refunding Capital Loan Notes, Series 2012A, dated January 26, 2012, essential county purpose(s), and it is deemed necessary and advisable that General Obligation Refunding Capital Loan Notes, to the amount of not to exceed \$4,600,000 be authorized for said purpose(s); and WHEREAS, pursuant to notice published as required by Sections 331.402 and 331.443 of the Code of Iowa, this Board has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of \$4,573,000 General Obligation Refunding Capital Loan Notes, and the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and WHEREAS, the above mentioned Notes were heretofore sold and action should now be taken to issue said Notes conforming to the terms and conditions

of the proposal now accepted by the City. NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CERRO GORDO COUNTY, STATE OF IOWA:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Issuer" and "County" shall mean Cerro Gordo County, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$4,573,000 General Obligation Refunding Capital Loan Notes, Series 2021A, Authorized to be issued by this Resolution.
- "Paying Agent" shall mean the County Budget Manager, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Project" shall mean the costs of refunding outstanding indebtedness of the County, including the County's General Obligation Refunding Capital Loan Notes, Series 2012A, dated January 26, 2012.
- "Project Fund" shall mean the fund into which a portion of the proceeds that will be used, together with interest earnings thereon, to pay the principal, interest and redemption premium, if any, on the Refunded Bonds.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Refunded Bonds" shall mean \$4,520,000 of the \$9,365,000 General Obligation Refunding Capital Loan Notes, Series 2012A, dated January 26, 2012.
- "Registrar" shall mean the County Budget Manager of Cerro Gordo County, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- "Resolution" shall mean this resolution authorizing the Notes.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- "Treasurer" shall mean the County Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in Cerro Gordo County, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30)	
	YEAR OF COLLECTION	
\$927,191	2021/2022	
\$923,310	2022/2023	
\$924,402	2023/2024	
\$927,298	2024/2025	
\$929,163	2025/2026	

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2021 will be collected during the fiscal year commencing July 1, 2022.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Cerro Gordo County, Iowa and the Auditor is hereby instructed in and for each of the years as

provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the County are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional County Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the County available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the County, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2021A GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the County from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Proceeds invested shall mature before the date on which the moneys are required for payment of principal and interest on the Refunded Bonds. Accrued interest, if any, shall be deposited in the Note Fund.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

a) Note Details. General Obligation Refunding Capital Loans Notes of the County in the amount of \$4,573,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 331.402 and 331.443 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE, SERIES 2021A", be dated March 25, 2021, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2021, and semiannually thereafter on the 1<sup>st</sup> day of June and December in each year until maturity at the rates hereinafter provided. The Notes shall be executed by the manual or facsimile signature of the Chairperson and attested by the manual or facsimile signature of the Auditor, and impressed or printed with the seal of the County and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$1,000 or multiples thereof. The Notes shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity
\$1,817,000	0.210%	2021*
\$2,756,000	0.450%	2026*

\*Term Notes

b) Redemption.

i. Optional Redemption. The Notes may be called at any time for optional redemption by the Issuer on any date, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

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

ii. Mandatory Payment and Redemption of Term Notes. All Term Notes are subject to mandatory redemption prior to maturity at a price equal to 100% of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1<sup>st</sup> of each of the years in the principal amount set opposite each year in the following schedule:

Term Note #1		
Principal Amount	Interest Rate	Maturity June 1st
\$908,000	0.210%	2022
\$909,000	0.210%	2023*

\*Final Maturity

Term Note #2		
Principal Amount	Interest Rate	Maturity June 1st
\$912,000	0.450%	2024
\$919,000	0.450%	2025
\$925,000	0.450%	2026*

\*Final Maturity

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

Section 7. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The County Budget Manager is hereby appointed as Note Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 331.446 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration

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

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

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

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

f) Non-Presentation of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest

or Notes of whatever nature shall be made upon the Issuer.

- g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 8. Reissuance of Mutilated, Destroyed, Stolen, or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 9. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 10. Execution, Authentication, and Delivery of the Notes. Upon the adoption of this Resolution, the Chairperson and Auditor shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 11. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 12. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF CERRO GORDO"
"GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE"
"SERIES 2021A"
ESSENTIAL COUNTY PURPOSE

Rate:
Maturity:
Note Date: March 25, 2021
CUSIP No.: N/A
"Registered"
Certificate No.
Principal Amount: \$

Cerro Gordo County, State of Iowa, a political subdivision organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to (Registration panel to be completed by Registrar or Printer with name of Registered Owner). or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of the County Budget Manager, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2021, and semiannually thereafter on the 1st day of June and December in each year. Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership

maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 331.402 and 331.443 of the Code of Iowa, for the purpose of paying costs of refunding outstanding indebtedness of the County, including the County's General Obligation Refunding Capital Loan Notes, Series 2012A, dated January 26, 2012, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Board of said County duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution. The Notes may be called at any time for optional redemption by the Issuer on any date, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

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

The Notes maturing on June 1, 2023, are subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 0.210% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Table with 2 columns: Term Note #1, Principal Amount, Maturity June 1st. Rows: \$908,000 2022, \$909,000 2023\*

\*Final Maturity

The Notes maturing on June 1, 2026, are subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 0.450% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Table with 2 columns: Term Note #2, Principal Amount, Maturity June 1st. Rows: \$912,000 2024, \$919,000 2025, \$925,000 2026\*

\*Final Maturity

The principal amount of Term Notes may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Notes credited against future mandatory redemption requirements for such Term Notes in such order as the County shall determine. Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the County Budget Manager, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 331.446 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution. This Note is a "qualified tax-exempt obligation" designated by the County for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986. And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had,

to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Board, has caused this Note to be signed by the manual or facsimile signature of its Chairperson and attested by the manual or facsimile signature of its County Auditor, with the seal of the County printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, the County Budget Manager, Mason City, Iowa.

Date of authentication:

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

COUNTY BUDGET MANAGER, Registrar

By:

Authorized Signature

Registrar and Transfer Agent: County Budget Manager

Paying Agent: County Budget Manager

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

CERRO GORDO COUNTY, STATE OF IOWA

By: (manual or facsimile signature)

Chairperson

ATTEST:

By: (manual or facsimile signature)

County Auditor

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto (Social Security or Tax identification No. ) the within Note and does hereby irrevocably constitute and appoint attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated:

(Person(s) executing this Assignment sign(s) here)

(Signature Guaranteed)

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s)

Address of Transferee(s)

Social Security or Tax ID

Number of Transferee(s)

Transferee is a(n):

Individual\* Corporation

Partnership Trust

\*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided. The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

.....Custodian.....

(Cust) (Minor)

Under Iowa Uniform Transfers to Minors Act.....

ACT (State)

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Note)

Section 13. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the issuer by the Chairperson and attested by the County Auditor. The Chairperson and County Auditor are authorized and directed to execute, attest, seal and deliver for and on behalf of the County any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 14. Contract Between Issuer and Purchaser.

This Resolution constitutes a contract between said County and the purchaser of the Notes.

Section 15. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes.

Section 16. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The County Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 17. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 18. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 19. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, as amended, the Notes are deemed designated and may be treated as designated pursuant to Internal Revenue Code Section 265(b)(3)(B)(ii) and (iii) to the extent the amount of the Notes does not exceed the outstanding amount of the Refunded Bonds (\$4,520,000) previously designated under Section 265(b)(3)(B), the average maturity date of the Notes is not later than the average maturity date of the Refunded Bonds, and the Notes will finally mature not later than 30 years after the date the original qualified tax-exempt obligation was issued. The Issuer further represents that the Notes are issued to refund (other than to advance refund within the meaning of Section 149(d)(5) of the Internal Revenue Codes of 1986, as amended) the Refunded Bonds. Finally the aggregate face amount of the Notes does not exceed Ten (10) Million Dollars. For the sole purpose of

qualifying the remainder of the Notes (\$53,000) as "Qualified Tax Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, as amended, the Issuer hereby designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

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

Section 21. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

Motion passed unanimously.

Watts moved with Latham seconding, to approve the Loan Agreement, Delivery Certificate, and Transcript Certificate, and authorize the Chair to sign. Motion passed unanimously.

Latham moved with Watts seconding, to approve dock permit 61P. Motion passed unanimously.

Watts moved with Latham seconding, to approve Resolution 2021-40, CODE OF CONDUCT

#### PURPOSE

The purpose of this Code of Conduct is to ensure the efficient, fair, and professional administration of federal grant funds in compliance with 24 CFR; Part 85 (85.36(b).3) and other applicable federal and state standards, regulations, and laws.

#### APPLICATION

This Code of Conduct applies to all officers, employees, or agents of Cerro Gordo County, Iowa engaged in the award or administration of contracts supported by federal grant funds.

#### REQUIREMENTS

No employee, officer, or agent of Cerro Gordo County, IA shall participate in the selection, award or administration of a contract supported by federal grant funds, if a conflict of interest, real or apparent, would be involved. Such conflict would arise when:

- The employee, officer, or agent;
- Any member of his/her immediate family;
- His or her partner; or
- An organization which employs, or is about to employ one of the above;

has a financial or other interest in the firm selected for award.

Cerro Gordo County officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.

#### REMEDIES

To the extent permitted by federal, state, or local laws or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against Cerro Gordo County's officers, employees, or agents, or the contractors, potential contractors, subcontractors, or their agents. Motion passed unanimously.

Latham moved with Watts seconding, to approve Resolution 2021-41, WHEREAS, it is the policy of Cerro Gordo County to provide equal opportunity to all employees, applicants, and program beneficiaries; to provide equal opportunity for advancement of employees; to provide program and employment facilities which are accessible to the handicapped and to administer its programs in a manner that does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation, and WHEREAS, the Board of Supervisors has ultimate responsibility for the overall administration of the affirmative action/equal opportunity program. The total integration of equal opportunity into all parts of personnel and program management is the Administrative Services Office responsibility. The Administrative Services Office will review all policies and procedures as they affect equal opportunity and affirmative action and ensure compliance with relevant federal and state statutes; and, WHEREAS, the right of appeal and recourse is guaranteed by Cerro Gordo County. Any person who feels that he or she has been

denied employment, participation, representation, or services in any program administered by Cerro Gordo County because of race, creed, color, religion, sex, national origin, age, disability, political affiliation, sexual orientation or citizenship has the right to file an equal opportunity complaint. Information and assistance relative to equal opportunity complaints shall be provided by the Administrative Services Office, who can be contacted at the Cerro Gordo County Courthouse, 220 N Washington Avenue, Mason City, IA 50401 (641)421-3075; and, WHEREAS, this Equal Opportunity Policy of Cerro Gordo County shall be posted in conspicuous places within the County Courthouse, distributed to all employees, contractors, and to the persons of all advisory and policy-making groups. Motion passed unanimously.

Watts moved with Latham seconding, to approve Resolution 2021-42, WHEREAS, Cerro Gordo County has received federal funding through the Community Development Block Grant (CDBG) program; and, WHEREAS, Section 519 of the Department of Veteran Affairs and U.S. Department of Housing and Urban Development, and Independent Agencies Appropriations Act of 1990 requires that all CDBG recipients adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within the recipient's jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and, WHEREAS, all recipients of CDBG funds are further required to follow a policy of enforcing applicable state and local laws against physically barring entrances or exits to a facility that is the subject of a nonviolent protest demonstration; and, WHEREAS, Cerro Gordo County endorses a policy prohibiting the use of excessive force and will inform all law enforcement agencies within its jurisdiction of this policy. NOW, THEREFORE, BE IT RESOLVED, Cerro Gordo County hereby prohibits any law enforcement agency operating within its jurisdiction from using excessive force against any individuals engaged in nonviolent civil rights demonstrations. In addition, Cerro Gordo County agrees to enforce any applicable state or local laws against physically barring entrances or exits from a facility or location that is the subject of a non-violent protest demonstration. Cerro Gordo County further pledges enforcement of this policy within its jurisdiction and encourages any individual or group who feels that Cerro Gordo County has not complied with this policy to file a complaint. Information and assistance relative to excessive force complaints shall be provided by the Administrative Services Office, (641) 421-3075. Motion passed unanimously.

Latham moved with Watts seconding, to authorize the Chair to sign Residential Anti-Displacement and Relocation Assistance Plan. Motion passed unanimously.

Watts moved with Latham seconding, to approve Resolution 2021-43, PROCUREMENT POLICY:

#### PURPOSE

The purpose of this Procurement Policy is to ensure that sound business judgment is utilized in all procurement transactions and that supplies, equipment, construction, and services are obtained efficiently and economically and in compliance with applicable federal law and executive orders and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition.

#### APPLICATION

This policy applies to the procurement of all supplies, equipment, construction, and services of and for Cerro Gordo County related to the implementation and administration of the CDBG award. All procurement will be done in accordance with 24 CFR; Part 200 and Appendix II to part 200.

#### POLICY

##### GENERAL PROCUREMENT PRACTICES

Cerro Gordo County will adhere to the following general procurement practices: document procurement standards; maintain oversight of contractors to ensure performance in accord with standards; avoid acquisition of unnecessary or duplicative items; encourage procurement or use of shared goods and services; use Federal excess and surplus property when feasible; encourage value-engineering clauses in construction contracts; award contracts only to responsible contractors; limit use of time and materials contracting; and use good administrative judgement to settle all contractual and administrative issues.

##### COMPETITION

Cerro Gordo County will provide full and open competition; prohibit use of state or local geographical

preferences; develop written procedures for procurement transaction to ensure competition is not restricted; and ensure that pre-qualified lists are current.

#### METHODS OF PROCUREMENT

Procurement under grants shall be made by one of the following methods, as described herein: (a) micro-purchase; (b) small purchase procedures; (c) sealed bids (formal advertising); (d) competitive proposals; (e) noncompetitive proposals.

- A. Micro-purchase includes the acquisition of supplies or services that do not exceed \$3,000 (or \$2,000 for acquisitions for construction subject to Davis-Bacon Act)
- B. Small purchase procedures are relatively simple and informal procurement methods that are sound and appropriate for the procurement of services, supplies, or other property, costing in aggregate not more than \$150,000. If small purchase procedures are used for a procurement under a grant, price or rate quotations (minimum of 2) shall be obtained from an adequate number of qualified sources.
- C. In sealed bids (formal advertising), sealed bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all of the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction.
  1. In order for formal advertising to be feasible, appropriate conditions must be present, including, at a minimum, the following:
    - a. A complete, adequate and realistic specification or purchase description is available.
    - b. Two or more responsible bidders are willing and able to compete effectively for the Cerro Gordo County's business; and
    - c. The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally on the basis of price.
  2. When sealed bids are used for a procurement under a grant, the following apply:
    - a. A sufficient time prior to the date set for opening of bids, bids shall be solicited (publicly advertised) from an adequate number of known suppliers.
    - b. The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation for bids.
    - c. All bids shall be opened publicly at the time and place stated in the invitation for bids.
    - d. A firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of Cerro Gordo County indicates that such discounts are generally taken.
    - e. Any or all bids may be rejected if there are sound documented business reasons in the best interest of the program.
- D. Procurement by competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursable type contract is awarded, as appropriate. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids. If the competitive proposals method is used for a procurement under a grant, the following requirements apply:
  1. Requests for Proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical.
  2. Requests for Proposals shall be solicited from an adequate number of qualified sources.
  3. Cerro Gordo County shall have a method for conducting evaluation of the proposals received and for selecting awardees.
  4. Awards will be made to the responsible offeror whose proposal will be most advantageous to the procuring party, with price (other than architectural/engineering) and other factors considered. Unsuccessful offerors will be promptly notified in writing.

5. Cerro Gordo County should use competitive proposal procedures for qualification-based procurement of architectural/engineering (A/E) professional services whereby competitor's qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in the procurement of A/E professional services. It cannot be used to procure other types of services (e.g., administration professional services) even though A/E firms are a potential source to perform the proposed effort.

- E. Noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation from a number of sources, competition is determined inadequate. Noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids (formal advertising), or competitive proposals. Circumstances under which a contract may be awarded by noncompetitive proposals are limited to the following:
  1. The item is available from only a single source;
  2. After solicitation of a number of sources, competition is determined inadequate;
  3. A public exigency or emergency exists when the urgency for the requirement will not permit a delay incident to competitive solicitation; and
  4. The awarding agency (IEDA) authorizes noncompetitive proposals. (Sole source procurement for supplies, equipment, construction, and services valued at \$25,000 or more must have prior approval of the Iowa Economic Development Authority).
- F. Cerro Gordo County will provide, to the greatest extent possible, that contracts be awarded to qualified small and minority firms, women business enterprises, and labor surplus area firms whenever they are potential sources.

G. Any other method of procurement must have prior approval of the Iowa Economic Development Authority.

#### RECYCLED MATERIALS

Cerro Gordo County will procure items with the highest percentage of recycled materials practical.

#### CONTRACT PRICING

- A. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.
- B. Cerro Gordo County shall perform some form of cost/price analysis for every procurement action, including modifications, amendments or change orders.

#### PROCUREMENT RECORDS

Cerro Gordo County shall maintain records sufficient to detail the significant history of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. Cerro Gordo County shall make technical specifications and procurement documents available for review upon request.

#### BONDING REQUIREMENTS

Bonding requirements for construction or facility improvement contracts must meet the federal minimum requirements or receive a determination that the federal interest is protected.

Motion passed unanimously.

Latham moved with Watts seconding, to approve Civil Rights-Fair Housing-Equal Opportunity Applicable Laws and Regulations that apply when using Federal CDBG Money. Motion passed unanimously.

Latham moved with Watts seconding, to approve the report from the Zoning Director and the Environmental Health Service Manager concerning Manure Management Plan Updates for EJ Pork- Sheldon's Site (site #58266) and C.B. Neel & Sons (site #63839) and forward to the DNR. Motion passed unanimously.

Latham moved with Watts seconding, to adjourn at 10:18 a.m. Motion passed unanimously.

Various tabulations, reports, correspondence and other documents that were presented at today's meeting are placed on file with the supplemental minutes.

ATTEST:

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Adam V. Wedmore, Auditor  
Cerro Gordo County

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Chairman Casey Callanan  
Board of Supervisors