

## Board Minutes November 15, 2022

The Adams County Board of Supervisors met on Tuesday, November 15, 2022, at 9:00 AM with the following members present: Doug Birt, Bobbi Maynes, Leland Shipley, Scott Akin, and Merlin Dixon. The meeting was called to order by Chairperson Birt and the Pledge of Allegiance was recited. Akin moved, seconded by Maynes to approve the agenda for today's meeting along with the minutes from November 7, 2022. All supervisors voted aye. Motion carried.

Jan Leonard, Corning City Mayor, addressed the board with updated information regarding the Droppett redemption container and program. Droppett will be bringing a 18-wheeler after the first of the year. If there are any questions, please contact City Hall.

Secondary Roads Update – Karl informed the board that there is a new Mack semi for \$145,000 that they are going to look at this week to replace one of our older semis. They requested that it be placed on next week's agenda. The last easement has been signed for the Ginkgo Avenue bridge. Trucks went out this morning before 6:00 AM for the first snow of the season.

Dixon moved, seconded by Maynes to Approve Resolution 2022-39 approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to pay the Notes.

### Resolution 2022-39

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$1,000,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE

WHEREAS, the Issuer is a political subdivision, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, by Resolution No. 2022-35, adopted October 10, 2022, this Board found and determined that certain areas located within the County are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Southern Hills Wind Farm Urban Renewal Plan (the "Plan") for the Southern Hills Wind Farm Urban Renewal Plan Area (the "Area" or "Urban Renewal Area"), which Plan has been placed on file in the office of the Recorder of Adams County, Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking, and carrying out of urban renewal projects in the Southern Hills Wind Farm Urban Renewal Plan under the authority of chapter 403, including construction, reconstruction, and improvements to the Douglas 11 bridge, essential county urban renewal purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of \$1,000,000 be authorized for said purpose( s ); and

WHEREAS, pursuant to notice published as required by Sections 331.402, 331.441(2)(b)(14) 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 said Notes, and no petitions for referendum having been received, the Board is therefore now authorized to proceed with the issuance of said Capital Loan Notes for such purpose(s); and

WHEREAS, the above mentioned Notes were heretofore sold and action should now be taken to issue said Notes conforming to the terms and conditions of the best bid received at the sale.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ADAMS 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 Adams 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 \$1,000,000 General Obligation Capital Loan Notes, Series 2022, authorized to be issued by this Resolution.
- "Paying Agent" shall mean the County Auditor, 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 aiding in the planning, undertaking, and carrying out of urban renewal projects in the Southern Hills Wind Farm Urban Renewal Plan under the authority of chapter 403, including construction, reconstruction, and improvements to the Douglas 11 bridge.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean the County Auditor of Adams 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 Treasurer of Adams County 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 Adams County, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$63,954	2023/2024
\$87,400	2024/2025
\$160,492	2025/2026
\$230,404	2026/2027
\$307,136	2027/2028
\$375,264	2028/2029

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2022 will be collected during the fiscal year commencing July 1, 2023 .)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Adams 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 "GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the County from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

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

Section 6. Note Details, Execution and Redemption.

a) Note Details . General Obligation Capital Loan Notes of the County in the amount of \$1,000,000, 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 CAPITAL LOAN NOTE, SERIES 2022", be dated November 28, 2022, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2023, and semiannually thereafter on the 1st day of December and June 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 \$5,000 or multiples thereof. The Notes shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$1,000,000	4.240%	2029*

\* Term Notes

b) Redemption.

i. Optional Redemption. The Notes may be called for optional redemption

by the Issuer on any payment date, from any funds regardless of source, in whole only. 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 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.

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 1st 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
\$45,000	4.240%	2025
\$120,000	4.240%	2026
\$195,000	4.240%	2027
\$280,000	4.240%	2028
\$360,000	4.240%	2029*

\*Final Maturity

The principal amount of Term Notes may be reduced through the earlier optional redemption, as provided herein.

c) Urban Renewal Purposes.

The Notes are hereby declared to be issued for essential public and governmental purposes for qualified urban renewal projects.

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 Auditor is hereby appointed as Note Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 331.446 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

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

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

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

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

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

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

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

"STATE OF IOWA"  
 "COUNTY OF ADAMS"  
 "GENERAL OBLIGATION CAPITAL LOAN NOTE"  
 "SERIES 2022"  
 ESSENTIAL COUNTY PURPOSE

Rate: \_\_\_\_\_  
 Maturity: \_\_\_\_\_  
 Note Date: November 28, 2022  
 "Registered"  
 Certificate No. \_\_\_\_\_  
 Principal Amount: \$ \_\_\_\_\_

Adams 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 Auditor, 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, 2023, and semiannually thereafter on the 1st day of December and June 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 3 60-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 3 31.402 and 3 31.443 of the Code of Iowa, for the purpose of paying costs of aiding in the planning, undertaking, and carrying out of urban renewal projects in the Southern Hills Wind Farm Urban Renewal Plan under the authority of chapter 403, including construction, reconstruction, and improvements to the Douglas 11 bridge, 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 for optional redemption by the Issuer and paid before maturity on any payment date, from any funds regardless of source, in whole only. 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 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.

The Notes maturing on June 1, 2029 are subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 4.24% 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:

Term Note #1

Principal Amount	Maturity June 1st
\$45,000	2025
\$120,000	2026
\$195,000	2027
\$280,000	2028
\$360,000	2029*

\*Final Maturity

The principal amount of Term Notes may be reduced through the earlier optional redemption, as provided herein.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the County Auditor, 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 Auditor, Corning, Iowa.

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 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. Covenant Regarding Accounting and Audits. The Issuer hereby covenants and agrees with each and every holder of the Notes that the Issuer will cause to be kept proper books and accounts in accordance with generally accepted accounting practices, and will diligently act to cause the books and accounts to be audited or examined annually and reported upon not later than 270 days after the end of each Fiscal Year by an independent auditor or the State Auditor and will provide copies of the audit or examination report and the Issuer's financial statements for the Fiscal Year to the holders of the Notes not later than 270 days after the end of each Fiscal Year.

Section 18. 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 19. 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 20. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501 ( c )(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 21. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 22. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

Passed and Approved this 15<sup>th</sup> day of November. All supervisors voted aye. None opposed. Motion carried. Attested to by the Auditor, Rebecca Bissell. The original copy of the resolution is on file in the Auditor's Office.

Dixon moved, seconded by Maynes to approve the Tax Exemption Certificate that pertains to Resolution 2022-39. All supervisors voted aye. Motion carried.

Akin moved, seconded by Shipley to approve the claims as presented. All supervisors voted Aye. Motion carried.

Adams County Claims 11-15-2022			
Stivers Ford	equip	54,460.00	1
Access Sytms	Repairs	646.80	1
Access Leasing	Maint Agree	129.70	1
Adams Co Amb	Cont	4,166.66	1
Free Press	Legal	1,448.15	1
Adamson,Sarah	Employee Mile & Subs.	100.00	1
Adamson,Sarah	Phone & Fax Service	70.00	1
AgriVision	REPAIR	259.90	1
Ahlers & Cooney, P.C.	AdminCosts	1,469.50	2
Akin	Repair	825.44	2
Akin	REPAIR	209.72	1
Monica Allen	Serv	200.00	1
Allen,Clint	Election Officials	20.00	1
Amdor, Nancy	Election Officials	221.50	1
Anderson,Tanner	Phone & Fax Service	70.00	1
Gayle Anstey	Election Officials	175.00	1
Judy Antisdell	Election Officials	175.00	1
ARC	Supplies	209.25	1
Arnold Supply	repair	2,787.64	1
Badgett,Diane	Election Officials	175.00	1
Bechtold,Charles	reimb	30.00	1
Bissell,Becky	Reimb	73.50	1
Bob Barker Co	Sup	70.00	1
Bolton & Menk	OUTSIDE ENGINEERING	1,377.00	1
Bozwell,Kathy	Election Officials	193.00	1
Brokaw,Jon	Election Officials	175.00	1
Byers Lock Shop	Repairs	285.95	1
Calhoun-Burns	outside engineering	421.87	1
Grantz,Carla	Oth Lab rel servi	600.00	1
Central IA Distrib Inc	Sup	100.00	1
Cintas	safety	132.30	1
Circle C Signs	sup	237.86	1
CJ Cooper & Assoc	Safety	235.00	1
Marnie Cline	Election Officials	182.00	1
Carol Cooney	Election Officials	175.00	1
Cornhusker Intl	repair	4,133.95	1

Cummins Sales	repair	598.09	1
Dasher Elec	Serv	470.00	2
Diamond Vogel	sup	12,655.00	1
Douglas,Mona	Election Officials	187.00	1
Echco Concrete LLC.	repair	825.00	1
Fastenal Co	sup	1,677.29	1
Feeders Grain	sup	128.22	1
Fife,Bobette	Election Officials	189.00	1
First Wireless Inc.	Radio Repair & Maint.	799.50	1
FMTC	phone	147.93	1
FMTC	Phone & Fax Service	610.88	1
Frontier	Phone	144.60	1
Fuller,Barb	Election Officials	175.00	1
Fulton,Jeff	Phone & Fax Service	70.00	1
Galls	Sup	366.45	1
Geer Santitation	Utilities	75.00	1
Glasgo,Lisa	Election Officials	175.00	1
Carl Goodson	Reimb	200.00	1
Grn Valley	util	40.00	1
Griffith,Jolene	Election Officials	196.70	1
Becky Grundman	Election Officials	60.00	1
Harrison Co. Sheriff	Legal & Ct-Rel Serv.	43.13	1
Heartland Business	Comp. Prog/Software/We	1,189.96	1
Heaton, Delores	Election Officials	212.00	1
Henderson Prod, Inc	repair	179.39	1
Henry Adkins	Data Processing Exp.	4,242.00	1
Henry Adkins	Election Supplies	117.47	1
Henry Adkins	Printing of Ballots	1,069.79	1
Holiday Inn	School or mtg exp	393.12	1
Hoversten,Marjie	Election Officials	60.00	1
IA DOT	training	840.00	1
IA Law Academy	Edu	125.00	1
IMWCA	Ins	8,798.00	2
Infomax	Rental	112.62	1
Infomax	Equip	157.48	2
ISAC	Dues	600.00	1
Jackson Repair	General Repairs	403.00	1
Kinser,Dale	reimb	230.00	1
Kretzinger,Terri	Election Officials	70.00	1
Lancaster Sheriff	Leg & Ct-Rel Serv.	70.00	2
Diane Maeder	Election Officials	193.00	1
Maeder,Janean	Election Officials	175.00	1
Mail Serv	Serv	142.11	1
Massena Ag Supply	sup	50.58	1
McCarty,Karl	reimb	41.70	1
McMahon,Bev	Election Officials	200.00	1
Metal Culverts	materials	6,740.40	1
Microfilm Imaging	Preservation/Tech	1,452.50	1
MidAmerican	utilities	22.70	1
Midwest Perform Patch	sup	1,890.50	1
Mills Co. Sheriff	Legal & Ct-Rel Serv.	20.00	1
Mont Co Sheriff	legal	73.00	2
Morgan, Kathy	Election Officials	200.00	1
MTE Office Center	Office Sup/Exp	305.74	2
Benjamin Mullen	Reimb	939.60	2
Mullen,Angie	Election Officials	175.00	1
Natl Assoc of Counties	Dues & Memberships	450.00	1
Nationwide	Fid & Sec.Bond Prem.	496.00	1
Neapolitan Labs	Comp. Prog/Software/We	770.00	1
Nielsen, Ann	Election Officials	50.00	1



Nishna Productions	Serv	206.40	1
Northland Products Co	repair	1,657.83	1
O'Reilly Automotive	repair	22.98	1
Office Mach	supplies	46.02	1
Office Mach	Sup	199.57	3
Omaha Truck Center	repair	866.52	1
Paul, Travis	Reimb	120.00	1
Polk Co. Sheriff	Legal & Ct-Rel Serv.	255.00	4
Poor Boyz LLC	Sanitation Disposal	593.75	1
Redeemer Lutheran	Rent	65.00	1
Marjorie Reynolds	Election Officials	175.00	1
Reynolds, Carolyn	Election Officials	175.00	1
Rick's Auto	Repair	374.24	2
RJs Plumbing	Repair	980.56	1
Roberts, Michelle	Assessor Expenses	110.50	1
Roberts, Michelle	School or mtng exp	16.03	1
Robinson Implement	Min Equip & Hand Tools	170.56	1
Robinson Implement	REPAIR	509.47	1
Rychnovsky, Jane	Election Officials	175.00	1
Sapp Bros.	sup	773.80	1
Schildberg	rock	2,087.59	1
Schneider Geospatial	Maint Agree	784.00	1
SIRWA	utilities	89.00	1
SIRWA	Util	334.10	1
Solutions Harris	Comp. Prog/Software/We	3,325.00	1
Solutions Harris	Equip. New And Rental	3,710.00	2
SW IA REC	Util	3,492.12	2
Standard & Assoc.	School or mtg exp	88.00	1
Story Co. Sheriff	Leg & Ct-Rel Serv.	65.00	1
Sutton, Marti	Phone & Fax Service	120.00	1
T&B Enterprises	Sup	20.70	1
Taylor Co Sheriff	Serv	114.82	2
Toner Place	Typ-Print.-Bind.Serv.	160.00	1
TopSpot Rentals	Equip. New/Rental	475.00	1
Judy Townsend	Election Officials	200.00	1
Treasurer, IA	Other Svcs - taxes collec	1,282.32	1
U.S. Bank Equip	Maint Agree	97.14	1
UMB Bank	Bank Charges	550.00	2
UMB Bank	Interest-G O	13,590.00	1
UMB Bank	Interest-Oth Debt	6,950.00	1
United Farmer Coop	fuel	15,395.72	1
United Farmer Coop	Fuel, Tires, & Lub	4,432.06	2
Willett, Jan	Election Officials	60.00	1
Wolf, Judy	Election Officials	198.00	1
Ziegler	REPAIR	1,991.51	1
Grand Total		196,438.45	

The Board of Supervisors, under the authority of the 2022 Code of Iowa, Chapter 50.24 and 50.27, formed a canvassing board to canvass and certify the returns of the General Election held on November 8, 2022. The findings, thereof, are recorded in length in Election Book #8 in the Adams County Auditor's Office. Pursuant to Iowa Code Chapter 50.22, no provisional ballot were received and no absentee ballots were rejected by the Special Precinct Board. County officers were declared elected as follows:

- Supervisor District 1- Bobbi J. Baker-Maynes
- Supervisor District 2 – Tony Hardisty
- Supervisor District 3- Scott Akin
- Supervisor District 4-Leland Shipley
- Supervisor District 5 – Christopher Standley
- County Treasurer – Holly Schafer
- County Recorder – Jamie Stargell
- County Attorney – Andrew Knuth
- Soil and Water Conservation District Commissioners – Robbie Tucker, Michael Olive

Soil and Water Conservation District Commissioner To Fill A Vacancy – David Lundquist  
County Agricultural Extension Council – Chris Gilbert, Laura Bowman, Rex Townsend, Kyle Shipley,  
Clifford Mann  
County Agricultural Extension Council To Fill A Vacancy – Rex Townsend

Department Head reports were presented as follows: Secondary Roads – Painting is finished. Water project on Hull Street is completed. Quincy A now has a signed agreement so can proceed. Lights at the Shop are going to be changed to LED lights. Going to install Auto-Cad on the computers for the Engineer and the Assistant Engineer so they can work on small projects. Treasurer – Attended District 4 meeting and learned that Paul Kruse with IPAIT has a 3.37% daily rate on their money market funds so will be transferring some there. Auditor – Have post-election audit this afternoon for the General Election of 11/8/2022. Have heard that there could be a recount for the Auditor of the State position. The Auditor’s Office must be notified by this Friday at 5 PM. Recorder – NACo offers a 12 -week Leadership Academy each year with a fee of \$3000 but there is the possibility of receiving a scholarship which would bring the cost down to \$1000 per person. Jamie will send an email to the Department Heads as to who would be interested in enrolling besides herself. Board – The Board will be hosting an Employee Appreciation Lunch on Dec 7 for the courthouse employees at the Courthouse and on Dec 13 for Secondary Roads and Conservation.

Committee and Meeting reports were presented as follows: Maynes – Crossroads, Zoom, November 8, and Winterset, November 10; RCD, November 9; Birt – Conservation, Corning, November 10; Dixon – ATURA, Greenfield, November 8.

Dixon moved, seconded by Akin to adjourn the meeting at 10:10 am. All supervisors voted aye. Motion carried.

ATTEST: Douglas Birt, Chairperson, Adams County Board of Supervisors  
Rebecca Bissell, Adams County Auditor