

**Dickinson County Board of Supervisors
May 22, 2018**

9:30 A.M. Present are Supervisors Paul Johnson, Mardi Allen, Tim Fairchild, Vice-Chairperson Pam Jordan and Chairperson William Leupold.

Those present recited The Pledge of Allegiance.

Meeting called to order by Chairperson, William Leupold.

9:30 a.m. Time for the Public Hearing on a manure management plan for an existing cattle animal feeding operation, adding acres of application to the existing plan. Chairman Leupold opened the Public Hearing. Zoning/Sanitation Director David Kohlhaase present along with facility owner Dave Green. The facility is operating under D & G Partnership. The location of the facility is in the SW ¼ of the SW ¼ of Section 6, Okoboji Township. An overview of the operation was presented, along with the acres that are being added to the plan: NE ¼ of NE ¼ Section 3-98-37 (Okoboji Township), NE ¼ Section 1-98-97 (Westport Township), SE ¼ & E ½ of SW ¼ Section 35-99-98 (Excelsior Township), SE ¼ Section 28-99-37 (Lakeville Township), NE ¼ of SE ¼ Section 28-99-37 (Lakeville Township), SW ¼ Section 34-99-37 (Lakeville Township), W ½ of NW ¼ Section 9-98-37 (Okoboji Township), and SE ¼ Section 19-99-37 (Lakeville Township). An additional 903 acres are being added into the plan. The dry manure will be surface applied and distributed later. Questions from the board were entertained. Chairman Leupold then opened the meeting to public comment, there being none, Chairman Leupold closed the Public Hearing. No action was taken by the board.

Moved by Jordan, seconded by Fairchild, to approve the May 15, 2018 Board Meeting Minutes as presented to the board. Roll call vote: Jordan-aye, Fairchild-aye, Johnson-aye, Allen-aye, and Leupold-aye.

John Torbert, Executive Director of the Iowa Drainage District Association, present with the association's annual update to the county. John gave a brief update as to the status of the Waters of the United States Legislation in which the Environmental Protection Agency is attempting to draft a new rule regulating it. Additionally, the governor signed into effect the Water Quality Bill, which will set aside additional dollars to aide in the enhancement of water quality. Drainage districts are eligible to receive funding through this source. Torbert feels strongly that legislators still need to do more regarding water quality efforts, and that we may see the day in which a portion of our sales tax goes to improve water quality.

Moved by Allen, seconded by Johnson, to approve the claims as listed on the May 22, 2018 Claims Register Listing. Roll call vote: Allen-aye, Johnson-aye, Fairchild-aye, Jordan-aye, and Leupold-aye

CLAIMS REGISTER LISTING 5-22-2018

Ahlers &Cooney P.C.	1295.00
Airgas USA, LLC	58.20
Alliant Energy	2184.93
Alpha Wireless Communications	50789.00
Andy Preston	317.32
Archie Barriage	13.08
Arnold Motor Supply	1019.91
Atlas Stamp & Seal	11.60
Aureon Technologies	1284.35
Beck Engineering	6065
Black Hills Energy	1954.96
Bob's Tow & Repair	54.84
Bomgaars Supply	383.08
Boyer Trucks Sioux Falls	451.55
Brian's Guns	80.20
Candy Reuland	85.02
Capital One Commercial	92.45
Card Service Center	2550.15
CC Screen Printing & Embroidery	256.53
CDW Government	1083.46
Centurylink	56.14
Centurylink	423.86
Certified Power Companies	1895.51

Chris Utesch	29.64
Cintas Cooperation	97.51
Cooperative Elevator	446.75
Cooperative Elevator	69.20
Cooperative Energy Company	11456.85
Cornell Abstract Company	534.00
Country Inn & Suites Northwood	937.44
Coyote Motor Company	58.95
Cozo	350.00
Cutting Edge Sales & Service	49.98
David L Kohlhaase	201.65
Debra M McKeever	15.00
Diamond Concrete	7661.12
Dickinson County Sheriff	162.67
Dickinson County Treasurer	242.57
Dickinson County Public Health	12858.39
Dickinson County Animal Clinic	140.48
Dickinson County News	988.70
Election Source	10160.00
Emily Bossard	185.30
Fairmont Fire Systems	137.00
Ferrellgas	48.00
Fick's Ace Hardware	146.80
Frank Dunn	799.00
Fremont Industries	2277.70
Galls LLC	781.65
Great Lakes Dental Center	238.00
Hillyard/Sioux Falls	568.58
Hiway Truck Equipment	1909.12
Hurlburt Tools	91.75
IA County Records Association	1724.73
IA Lakes Electric Cooperative	1580.08
IA Prison Industries	548.40
IACCB	2000.00
Industrial Tools & Machinery	249.00
Info Dog Security	41.95
Inland Truck Parts & Service	60.44
Interstate All Battery Center	168.86
Inventory Trading Company	132.00
Iowa DNR Storm Water Coordinator	350.00
J&J and Company	26735
Jacobson Westergard & Associates	1739.40
Jamie Engel	26.16
Jarrold Fischer	19.74
Jaycox Implement	86.79
Jennings Tow and Repair	40.45
Jerald Harbst	24.95
JKP Designs	462.00
Josh Johnson	10.48
Josh McClain	232.75
Josh Roberts	181.41
Joshua Lee	77.06
Joyce Burgeson	11.99
Judy Taber	26.16
Kapco	24.33
Kolbeck	542.78
Kris Rowley	21.80
Lake Park Auto Parts	111.15
Lake Park Foods	36.14
Lake Park Utilities	920.55
Lakes Autosports	2019.13

Lakes Lube Center	36.20
Lakes Regional Healthcare	3693.24
Lee Sorenson	20.45
Marco	1213.35
Marsha Carlson	45.00
Matheson Linweld	280.92
Matthew Grimmus	50.55
Maxyield	4621.87
Mediacom	1232.92
Megan Kardell	226.18
Mid Iowa Sales	126.49
Milford Municipal Utilities	35.64
Motor Inn of Spirit Lake	42.16
Noteboom Implement	21083.44
NW IA Planning & Development	2400.00
NW IA.Ear-Nose-Throat	115.00
Osceola County Rural Water	67.71
Powerplan	16490.86
R&D Industries	150.00
R&L Construction	320.00
Reekers Cleaning Service	4763.50
Roger Vigdal	240.00
Sabre Industries	5343.75
Safelite Fulfillment	231.34
Sandy Law Firm	263.52
Shamrock Recycling	3014.11
Share Corp	339.21
Spencer Auto Parts	266.86
Spencer Office Supplies	195.00
Spencer, City of	232.83
Spirit Lake Medical Center	580.00
Spirit Lake, City of	689.74
State Chemical Solutions	248.24
State Hygienic Laboratory	44.00
Stephanie J Early	8.50
Storey Kenworthy-Matt Parrott	3812.85
The Barrier Group	7375.00
Thomson Reuters-West	2012.29
Town & Country	468.58
Trane	2212.00
Treasure Village	75.00
Treasurer State of Iowa	596.91
True-Value-Milford	364.48
US Bank	2302.95
Vortex Optics	3863.96
Walter Brunsvold	30.52
Waste Management	397.67
Wex Bank	261.25
Wheatley Plumbing & Heating	726.76
Ziegler	<u>2020.44</u>
TOTAL	261488.86

Board Member Jordan introduced the following Resolution 2018-9 entitled "A RESOLUTION APPROVING AND AUTHORIZING A FORM OF INTERIM LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN DICKINSON COUNTY AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$80,000 GENERAL OBLIGATION CAPITAL LOAN NOTES ANTICIPATION PROJECT NOTE, SERIES 2018, OF DICKINSON COUNTY, IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTE", and moved its adoption. Board Member Allen seconded the motion to adopt. The roll was called and the vote was: AYES: Jordan, Allen, Johnson, Fairchild, and Leupold. NAYES: None-Whereupon the Chairperson declared the following

Resolution duly adopted: Resolution No. 2018-9 "A RESOLUTION APPROVING AND AUTHORIZING A FORM OF INTERIM LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN DICKINSON COUNTY AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$80,000 GENERAL OBLIGATION CAPITAL LOAN NOTES ANTICIPATION PROJECT NOTE, SERIES 2018, OF DICKINSON COUNTY, IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTE"

WHEREAS, Issuer proposes to issue its General Obligation Capital Loan Notes Anticipation Project Note, Series 2018, to the extent of \$80,000, for the purpose of defraying the costs of the Project hereinafter described; and, it is deemed necessary and advisable and in the best interests of the County that a form of Interim Loan and Disbursement Agreement by and between the County and the Iowa Finance Authority be approved and authorized; and; WHEREAS, the notice of intention of Issuer to take action for the issuance of not to exceed \$80,000 General Obligation Capital Loan Notes has heretofore been duly published and no objections to such proposed action have been filed. NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF DICKINSON 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:

- ◆ "Additional Project Notes" shall mean any project notes or other obligations issued on a parity with the Note in accordance with the provisions of Section 11 hereof;
- ◆ "Agreement" shall mean an Interim Loan and Disbursement Agreement dated as of the Closing between and among the County and the Original Purchaser, relating to the Interim Loan made to the County under the Program;
- ◆ "County Auditor" shall mean the County Auditor or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities;
- ◆ "Closing" shall mean the date of delivery of the Note to the Original Purchaser and the funding of the Interim Loan;
- ◆ "Corporate Seal" shall mean the official seal of Issuer adopted by the Governing Body;
- ◆ "Fiscal Year" shall mean the twelve months' period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the System; provided, that the requirements of a fiscal year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the fiscal year and include any payment of principal or interest falling due on the first day of the succeeding fiscal year;
- ◆ "Governing Body" shall mean the Board of the County, or its successor in function with respect to the operation and control of the System;
- ◆ "Interim Loan" shall mean the principal amount allocated by the Original Purchaser and loaned to the County under the Program, equal in amount to the principal amount of the Note;
- ◆ "Issuer" and "County" shall mean Dickinson County, Iowa;
- ◆ "Note" shall mean \$80,000 General Obligation Capital Loan Notes Anticipation Project Note, Series 2018, authorized to be issued by this Resolution;
- ◆ "Original Purchaser" shall mean the Iowa Finance Authority, as the purchaser of the Note from Issuer at the time of its original issuance;
- ◆ "Paying Agent" shall be the County Treasurer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due;
- ◆ "Permitted Investments" shall mean:
 - direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America;

- cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the above paragraph);

- obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including:

- Export - Import Bank
- Farm Credit System Financial Assistance Corporation
- USDA - Rural Development
- General Services Administration
- U.S. Maritime Administration
- Small Business Administration
- Government National Mortgage Association (GNMA)

- U.S. Department of Housing & Urban Development (PHA's)
- Federal Housing Administration

- repurchase agreements whose underlying collateral consists of the investments set out above if the Issuer takes delivery of the collateral either directly or through an authorized custodian. Repurchase agreements do not include reverse repurchase agreements;

- senior debt obligations rated "AAA" by Standard & Poor's Corporation (S&P) or "Aaa" by Moody's Investors Service Inc. (Moody's) issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation;

- U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P or "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

- commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P or "P-1" by Moody's and which matures not more than 270 days after the date of purchase;

- investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P;

- pre-refunded Municipal Obligations, defined as any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (a) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P or Moody's or any successors thereto; or (b)(i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or direct obligations of the Department of the Treasury of the United States of America, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

- tax exempt bonds as defined and permitted by section 148 of the Internal Revenue Code and applicable regulations and only if rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa;

- an investment contract rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa; and

- Iowa Public Agency Investment Trust.

◆ "Program" shall mean the Iowa Water Pollution Control Works Financing Program undertaken by the Original Purchaser;

◆ "Project" shall mean the works and facilities useful for the collection and disposal of surface waters and streams, including the planning, acquisition, leasing, construction, reconstruction, extension, remodeling, improvement, repair, equipping, maintenance, and operation of the works and facilities, and construction of an extended detention wetland and related drainage improvements at the base of a 391 acre watershed that flows directly into East Okoboji Lake. The project will cool, filter and treat the storm water prior to entering East Okoboji Lake;

◆ "Project Costs" shall mean all engineering fees, archeological surveys, environmental studies, and fees related to a project plan preparation and submission, and other expenses incidental thereto, and also including the costs of issuance of the Note.

◆ "Project Fund" shall mean the Project Fund established by Section 6 of this Resolution.

◆ "Registrar" shall be the County Treasurer, 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 Note. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Note;

◆ "System" shall mean the sewer system of the Issuer and all properties of every nature hereinafter owned by the Issuer comprising part of or used as a part of the System, including all wastewater treatment facilities, sanitary sewers, force mains, pumping stations and all related property and improvements and extensions made by Issuer while the Note remains outstanding; all real and personal property; and all appurtenances, contracts, leases, franchises and other intangibles;

◆ "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 Note issued hereunder.

Section 2. Authority. The Agreement and the Note authorized by this Resolution shall be issued pursuant to Section 76.13 of the Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Agreement shall be substantially in the form attached to this Resolution and is authorized to be executed and issued on behalf of the Issuer by the Chairperson and attested by the County Auditor.

Section 3. Note Details, Execution, Redemption and Registration.

- a. Note Details. The Note shall be designated a General Obligation Revenue Capital Loan Notes Anticipation Project Note, be dated the date of delivery, in the denomination of \$1,000 or multiples thereof, and shall at the request of the Original Purchaser be initially issued as a single Note in the denomination of \$80,000 and numbered R-1. The Note shall not bear interest (0%), and shall mature three years from issuance. The Board of Supervisors hereby finds and determines that it is necessary and advisable to issue said Note pursuant to Section 76.13 of the Code of Iowa, as authorized by the Agreement and this Resolution.
- b. Execution. The Note 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 imprinted 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, wire transfer or automated clearing house system transfer to the registered owner of the Note.
- c. Redemption. The Note may be called for redemption by the Issuer and paid before maturity on any date, from any funds regardless of source, in whole or from time to time in part, in order of maturity and within an annual maturity by lot. Notice of redemption shall be given by U.S. mail to the Original Purchaser (or any other registered owner of the Note). The terms of redemption shall be par, plus accrued interest to date of call. Failure to give such notice by mail to any registered owner or any defect therein shall not affect the validity of any proceedings for the redemption of the Note. The Note is also subject to mandatory redemption to the extent not fully drawn upon.
- d. Registration. The Note may be registered as to principal and interest on the books of the Note Registrar in the name of the holder and such registration noted on the Note after which no transfer shall be

valid until the making of an entry upon the books kept for the registration and transfer of ownership of the Note, and in no other way. The County Treasurer 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 Note for the payment of principal of and interest on the Note as provided in this Resolution. The Note shall be negotiable as provided in Article 8 of the Uniform Commercial Code subject to the provisions for registration and transfer contained in the Note and in this Resolution. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of the Note 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. In all cases of the transfer of the Note, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Note, in accordance with the provisions of this Resolution. 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 Note 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. A Note which has been redeemed shall not be reissued but shall be cancelled by the Registrar. A Note which is 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 Note to the Issuer. In the event any payment check representing payment of principal of or interest on the Note 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 Note 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 Note 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 Note 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 Note. 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.

Section 4. Form of Note. The form of Note shall be substantially as follows:

UNITED STATES OF AMERICA
STATE OF IOWA
COUNTY OF DICKINSON
GENERAL OBLIGATION CAPITAL LOAN NOTES
ANTICIPATION PROJECT NOTE

SERIES 2018

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>
0.00%	June 8, 2021	June 8, 2018

Dickinson County, Iowa, a municipal corporation 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, to **IOWA FINANCE AUTHORITY** or registered assigns, the principal sum of (principal amount written out) in lawful money of the United States of America, at maturity on June 8, 2021, without interest (0%). Payment of this Note shall at all times conform to the rules of the Iowa Water Pollution Control Works Financing Program. Issuer pledges the Project Fund to which there has been appropriated the anticipated receipts of certain funds held or to be received by the Issuer as well as the proceeds of certain Capital Loan Notes to be issued. This Note is payable solely from said Project Fund. This Note is issued pursuant to an Interim Loan and Disbursement Agreement and the Resolution, duly adopted and under and in substantial compliance with the Constitution and statutes of the state of Iowa, including specifically Section 76.13 of the Code of Iowa, as amended, for the purpose of defraying part of the cost of acquiring the Project. For a complete statement of the revenues and funds from which, and the conditions, under which this Note is payable, a statement of conditions under which additional notes of equal standing may hereafter be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Resolution and Interim Loan and Disbursement Agreement. This Note is not payable in any manner by taxation and under no circumstances shall the County be in any manner liable by reason of the failure of said Project Fund to be sufficient for the payment hereof. The Note may be called for redemption by the Issuer and paid before maturity on any date, from any funds regardless of source, in whole or from time to time in part, in order of maturity and within an annual maturity by lot. Notice of redemption shall be given by ordinary mail to the Original Purchaser (or any other registered owner of the Note). The terms of redemption shall be par, plus accrued interest to date of call. Failure to give such notice by mail to any registered owner or any defect therein shall not affect the validity of any proceedings for the redemption of the Note. The Note is also subject to mandatory redemption to the extent not fully drawn upon. 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 Note may be registered as to principal and interest on the books of the County Treasurer in the name of the holder after which no transfer shall be valid until the making of an entry upon the books kept for the registration and transfer of ownership of the Note, and in no other way. Registrar shall maintain the books of the Issuer for the registration of ownership of the Note for the payment of principal of and interest on the Note as provided in the Resolution. Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the County Treasurer, Dickinson County, Iowa, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and subject to the provisions for registration and transfer contained in the Resolution. And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law. IN TESTIMONY WHEREOF, said County by its Board of Supervisors 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 said County impressed hereon, and authenticated by the manual or facsimile signature of an authorized representative of the Registrar, the County Treasurer of Dickinson County, Iowa, all as of the 22nd day of May, 2018.

(End of Note)

Section 5. Security for Note. The Note shall be payable solely from the Project Fund. To pay the principal on the Note when it becomes due, there is hereby created a pledge of the receipts anticipated in said Project Fund to continue until the payment in full of the principal on the Note.

Section 6. Establishment of Project Fund. The Issuer hereby creates and establishes a Project Fund, into which Project Fund are hereby appropriated the following:

Proceeds of not to exceed \$80,000 General Obligation Capital Loan Notes,
additional action on the issuance of which previously has been taken and
approved by the Board of Supervisors

The funds so appropriated shall include in addition thereto all funds of the Issuer, including proceeds realized on the reinvestment of proceeds of the Note, from which the Issuer is or may become obligated to pay under contracts for the construction of the Project to the extent that proceeds of the Note are applied to the payment thereof.

Section 7. Application of Project Fund. The proceeds of the sale of the Note shall be deposited in the Project Fund for application to payment of Project Costs and the costs of issuance of the Note or to pay the principal of the Note

when due and for no other purpose. Disbursements for the payment of Project Costs shall be made by the County Auditor upon receipt of vouchers approved by the Governing Body. After completion of the Project, any moneys remaining in the Project Fund shall be held for the retirement of Note. When the Note is paid or payment is provided for, remaining moneys in the Project Fund may be withdrawn and used for any lawful purpose.

Section 8. Investments. Moneys in the Project Fund shall at all times be invested, to the extent practicable in Permitted Investments maturing at such times and in such amounts as will make cash available for the purposes of such Project Fund as needed.

Section 9. Covenants with Noteholders. Issuer covenants and agrees, so long as any Notes herein authorized remain unpaid, that it:

- a. Will proceed to complete with all practicable dispatch the construction and acquisition of the Project;
- b. Will not make or cause or permit to be made any application of the proceeds of the Note or of any moneys held in the Project Fund, except in accordance with the provisions of this Resolution;
- c. Will from time to time increase the amount of the appropriations to the Project Fund, to the extent necessary to assure that the expected receipts thereafter forthcoming, together with the funds appropriated and held in trust for the purpose, will be sufficient to pay when due the Note as to both principal and interest.
- d. Will obtain the collection of funds and the proceeds of the sale of capital loan notes anticipated to be received in the Project Fund and, if not paid from other sources, apply the same to the payment of the Note and interest thereon; and
- e. For the prompt and full performance of the terms and provisions of this Resolution and contract with the noteholders, the Issuer pledges its full faith and diligence and the exercise of its lawful powers.

Section 10. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between the Issuer and the purchaser of the Note.

Section 11. Additional Notes. The Issuer may issue Additional Project Notes of equal standing and parity of lien with the Note for the purpose of paying Project Costs to the extent that funds appropriated to the Project Fund are adequate to pay all notes so issued and interest thereon. The holder or holders of the Notes shall have all other rights and remedies given by law for the payment and enforcement of the Notes and the security therefor.

Section 12. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

Section 13. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 14. Paragraph Headings. The paragraph headings in this Resolution are furnished for convenience of reference only and shall not be considered to be a part of this Resolution.

Section 15. Rule of Construction. This Resolution and the terms and conditions of the Notes authorized hereby shall be construed whenever possible so as not to conflict with the terms and conditions of the Interim Loan and Disbursement Agreement. In the event such construction is not possible, or in the event of any conflict or inconsistency between the terms hereof and those of the Interim Loan and Disbursement Agreement, the terms of the Interim Loan and Disbursement Agreement shall prevail and be given effect to the extent necessary to resolve any such conflict or inconsistency. PASSED AND APPROVED this 22nd day of May 2018.

Kim Wilson , Chief Executive Office of Northwest Iowa Care Connections (NWICC) presented the regions FY'19 Annual and Service Budget Plan and updated the board on current legislation and funding. The goal clinically of the region is to provide preventative, strength-based services that will ultimately reduce penetration into more costly services such as Crisis Services Usage. Additionally, the regions fund balance is to be reduced to 25%, based on FY'16 actuals by the year 2020. Additional core services have been introduced for FY'19.

Moved by Allen, seconded by Johnson, to appoint Rick Hopper, Engineer with Jacobson-Westergard, & Associates, Tom Riehm, and Melvin Wernimont as Drainage District #25 appraisers. Roll call vote; Allen-aye, Johnson-aye, Fairchild-aye, Jordan-aye, and Leupold-aye.

Moved by Allen, seconded by Jordan, to appoint Rick Hopper, Engineer with Jacobson-Westergard, & Associates, Tom Riehm, and Melvin Wernimont as Drainage District #25 commissioners. Roll call vote; Allen-aye, Jordan-aye,

Johnson-aye, Fairchild-aye, and Leupold-aye.

County Engineer Dan Eckert present. Moved by Allen, seconded by Fairchild, to approve the repair work for Mervin Roach in Drainage District #11, Section 23, of Superior Township. The repair should cost should be less than \$2000. Roll call vote: Allen-aye, Fairchild-aye, Johnson-aye, Jordan-aye, and Leupold-aye.

Moved by Allen, seconded by Fairchild, to approve the repair work for Brian Langel in Drainage District #46, Section 19, of Milford Township. The repair should cost less than \$2500. Roll call vote: Allen-aye, Fairchild-aye, Johnson-aye, Jordan-aye, and Leupold-aye.

Moved by Fairchild, seconded by Jordan, to approve the repair work for The City of Spirit Lake in Drainage District #48, Section 33, of Spirit Lake Township. The cost of the repair could runs as much as \$3000, but will be split between the drainage district and the City of Spirit Lake. Roll call vote: Fairchild-aye, Jordan-aye, Johnson-aye, Allen-aye, and Leupold-aye.

Moved by Allen, seconded by Jordan, to approve the repair work for Kip Powell in Joint Drainage District #61-CDE, Section 22, of Lloyd Township. The repair should run less than \$1000. Roll call vote: Allen-aye, Jordan-aye, Johnson-aye, Fairchild-aye, and Leupold-aye.

Moved by Allen, seconded by Johnson, to approve the full-time employment of Brian Harmening as a Heavy Equipment Operator in the Secondary Roads Department. Brian's first date of employment will be June 11, 2018 at an hourly rate of \$19.00. Roll call vote: Allen-aye, Johnson-aye, Fairchild-aye, Jordan-aye, and Leupold-aye.

Moved by Fairchild, seconded by Allen, to approve the full-time employment of David Boicourt as a Heavy Equipment Operator in the Secondary Roads Department. David's first date of employment will be June 11, 2018 at an hourly rate of \$19.00. Roll call vote: Fairchild-aye, Allen-aye, Johnson-aye, Jordan-aye, and Leupold-aye.

The Board gave their board and committee reports and continued into general discussion. There being no further items presented to the board, it was moved by Allen, seconded by Jordan to adjourn. All voted aye. The meeting was adjourned at the call of the Chairperson at 11:46 a.m.

_____ William Leupold, Chairperson

_____ Lori Pedersen, Auditor