

RESOLUTION NO. 2021-17

Resolution approving a road use tax revenue loan agreement and authorizing the issuance of a \$2,675,000 Road Use Tax Revenue Note

WHEREAS, the Board of Supervisors (the "Board") of Lyon County, Iowa (the "County") has proposed to enter into a Road Use Tax Revenue Loan Agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$2,675,000, pursuant to the provisions of Section 331.402 of the Code of Iowa, for the purpose of paying the costs, to that extent, of acquiring road graders (the "Acquisitions") for use by the County's public works personnel, and has published notice of the proposed action and held a hearing thereon on June 22, 2021; and

WHEREAS, pursuant to Sections 331.301 of the Code of Iowa, the County elected to follow the procedures set forth in Section 331.402 of the Code of Iowa for the authorization of the Loan Agreement; and

WHEREAS, after receipt and consideration of private placement proposals from potential lenders for the Loan Agreement it has been proposed that the County enter into the Loan Agreement with American State Bank, Alford, Iowa (the "Lender") and issue a \$2,675,000 Road Use Tax Revenue Note, Series 2021 (the Note") in evidence of its obligations thereunder; and

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

Section 1. The Loan Agreement is hereby approved, and the Chairperson and County Auditor are hereby authorized and directed to execute the Loan Agreement on behalf of the County. The Note is hereby authorized to be issued in evidence of the obligation of the County under the Loan Agreement, in the principal amount of \$2,675,000, to be dated the date of its delivery to the Lender (the "Closing Date"). The Note shall be issued as a single term note, and shall finally mature as to principal on June 1, 2028 (the "Maturity Date"). The Note shall bear interest at the rate of 1.74% per annum from the date of each Advance, as hereinafter defined, through and including the Maturity Date, unless sooner prepaid in accordance with the terms set forth herein. Interest of the Series 2021 shall be payable on each June 1 and December 1, commencing June 1, 2022.

Advances (each an "Advance") of principal on the Note may be requested from the Lender by either the Chairman or the County Auditor in such amounts and at such times as are needed to pay cost of the Acquisitions; provided, however, that no Advances will be made after the period ending six months after the Closing Date. The date and amount of each Advance shall be entered by the Lender on the schedule of Advances on the Note, and each Advance shall bear interest from the date of such entry.

On the date occurring six-months after the Closing Date, the Lender shall calculate the sum of all Advances made against the Note, and, in the event that the aggregate amount of Advances under the Note are found to be less than \$2,675,000, the difference shall be treated as a mandatory prepayment of principal hereunder applied in inverse order of maturity. All payments will be applied first to the payment of interest due and next to the reduction of principal

Principal of the Note shall be payable on December 1 and June 1 in each of the years and in such amounts as follows:

June 1, 2022	\$186,000	December 1, 2025	\$208,000
December 1, 2022	\$193,000	June 1, 2026	\$211,000
June 1, 2023	\$195,000	December 1, 2026	\$213,000
December 1, 2023	\$197,000	June 1, 2027	\$216,000
June 1, 2024	\$200,000	December 1, 2027	\$221,000
December 1, 2024	\$204,000	June 1, 2028	\$225,000
June 1, 2025	\$206,000		

The County reserves the right to optionally prepay principal of the Note in whole or in part in any amount at any time in inverse order of maturity terms of par, plus accrued interest.

Section 2. The County Auditor is hereby designated as the Registrar and Paying Agent for the Note and may be hereinafter referred to as the “Registrar” or the “Paying Agent”.

Section 3. Payment of interest on and principal of the Note shall be made to the registered owners appearing on the registration books of the County at the close of business on the fifteenth day of the month next preceding the interest or principal payment date and shall be paid by electronic wire transfer or by check or draft mailed to the registered owners at the addresses shown on such registration books, provided that the final payment of principal shall be made only upon presentation and surrender of the Note at the office of the Paying Agent.

The Note shall be executed on behalf of the County with the official manual or facsimile signature of the Chairperson and attested with the official manual or facsimile signature of the County Auditor, and shall be a fully registered Note without interest coupons.

The Note shall not constitute a general obligation of the County but will be payable solely and only from annual road use tax funds received by the County from the State of Iowa (the “State Road Use Taxes”). The Board of Supervisors hereby covenants to appropriate to its County RUT Fund (as hereinafter defined) in each year so long as the Note is outstanding a sufficient amount of the State Road Use Taxes to pay interest on and principal of the Note as such payments become due, and the County hereby pledges the County RUT Fund for the full and prompt payment of the principal of and interest on the Note. The County shall not be liable in any manner whatsoever for any shortfall in the disbursement of the State Road Use Taxes by the State of Iowa resulting in insufficient funds being available in the County RUT Fund to pay debt service on the Note.

Principal of the Note and the interest thereon, together with any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the

conditions set forth herein (which additional obligations are hereinafter sometimes referred to as “Parity Obligations”), shall be payable solely from the County RUT Fund and the Sinking Fund hereinafter referred to, both of which are hereby pledged to the payment of the Note.

The Note shall be fully registered as to principal and interest in the names of the owners on the registration books of the County kept by the Registrar, and after such registration, payment of the principal and interest thereof shall be made only to the registered owners, their legal representatives or assigns. The Note shall be transferable only upon the registration books of the County upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

Section 4. The Note shall be in substantially the following form:

(Form of Note)

THE NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO U.S. PERSONS (AS SUCH TERMS ARE DEFINED UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

UNITED STATES OF AMERICA

STATE OF IOWA

COUNTY OF LYON

ROAD USE TAX REVENUE NOTE, SERIES 2021

No. 1

\$2,675,000

INITIAL RATE

MATURITY DATE

NOTE DATE

_____ %

June 1, 2028

[Delivery Date]

Lyon County, State of Iowa, for value received, promises to pay in the manner hereinafter provided to:

_____, Iowa

or registered successors and assigns (the "Lender"), the principal sum of

TWO MILLION SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS

in lawful money of the United States of America, with interest on the outstanding principal hereof, at the rate per annum specified above, from the date of this Note, or from the most recent date on which interest has been paid.

The Lender has made a commitment to make periodic advances (the "Advances") to the County in an aggregate principal amount not to exceed \$2,675,000 under this Note, such Advances to be made during the time period commencing on the date hereof and for a period of six months thereafter. Each such Advance made by the Lender shall be entered by the Lender on the Schedule of Advances hereto and shall bear interest from the date of such entry.

On the date occurring six months after the Note Date, the Lender shall calculate the sum of all Advances made against this Note, and, in the event that the aggregate amount of Advances under this Note are found to be less than \$2,675,000, the difference shall be treated as a mandatory prepayment of principal hereunder applied in inverse order of maturity. All payments will be applied first to the payment of interest due and next to the reduction of principal.

Interest on this Note is payable semi-annually on June 1 and December 1 of each year, commencing on June 1, 2022 at the Interest Rate set forth above, and will be calculated on the basis of a 360-day year comprised of twelve 30-day months. Principal of this Note is payable in semi-annual installments on June 1 and December 1 in each of the respective years and in the respective installment amounts, and continuing to and including the Maturity Date, on which date all remaining principal and interest shall be due, as follows:

June 1, 2022	\$186,000	December 1, 2025	\$208,000
December 1, 2022	\$193,000	June 1, 2026	\$211,000
June 1, 2023	\$195,000	December 1, 2026	\$213,000
December 1, 2023	\$197,000	June 1, 2027	\$216,000
June 1, 2024	\$200,000	December 1, 2027	\$221,000
December 1, 2024	\$204,000	June 1, 2028*	\$225,000
June 1, 2025	\$206,000		

*Maturity Date

The County Auditor is the Registrar and Paying Agent for this Note and may be hereinafter referred to as the “Registrar” or the “Paying Agent”. This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Note is issued by the County to evidence its obligation under a certain Road Use Tax Revenue Loan Agreement (the “Loan Agreement”), entered into by the County for the purpose of paying a portion of the costs of the Acquisitions (as defined in the hereinafter referred to Resolution) and paying costs of issuance associated with the Note.

This Note is issued pursuant to and in strict compliance with the provisions of Sections 331.301 and 331.402 of the Code of Iowa, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the Board of Supervisors authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of this Note (the “Resolution”), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of this Note and the rights of the owners of this Note. Capitalized terms not otherwise defined herein shall have the meaning as forth in the Resolution.

Payment of interest on and principal of this Note shall be made to the registered owner appearing on the registration books of the County at the close of business on the fifteenth day of the month next preceding the interest or principal payment date and shall be paid by electronic wire transfer or by check or draft mailed to the registered owner at the address shown on such registration books, provided that the final payment of principal shall be made only upon presentation and surrender of this Note at the office of the Paying Agent.

The County reserves the right to optionally prepay principal of the Note in whole or in part on any date prior to and in inverse order of maturity on terms of par and accrued interest.

This Note is not a general obligation of the County but, together with any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, is payable solely and only from annual road use tax funds received by the County from the State of Iowa (the "State Road Use Taxes"). In and by the Resolution, the Board of Supervisors has covenanted to appropriate to its Road Use Tax Fund (the "County RUT Fund") in each year so long as this Note is outstanding a sufficient amount of the State Road Use Taxes to pay interest on and principal of this Note as such payments become due, and the County has pledged the County RUT Fund for the full and prompt payment of the principal of and interest on this Note. Under no circumstances shall the County be in any manner liable by reason of the failure of the said State Road Use Taxes to be sufficient for the payment of this Note and the interest hereon.

This Note is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the County in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Note to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

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

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of this Note does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, Lyon County, Iowa, by its Board of Supervisors, has caused this Note to be executed with the duly authorized manual or facsimile signature of its Chairperson and attested with the duly authorized manual or facsimile signature of its County Auditor, all as of Note Date.

LYON COUNTY, IOWA

By: (DO NOT SIGN)
Chairperson

Attest:

(DO NOT SIGN)
County Auditor

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Note is the Note described in the within-mentioned Resolution.

LYON COUNTY
Registrar

By (Authorized Signature)
County Auditor

ABBREVIATIONS

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

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

			(State)

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

ASSIGNMENT

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

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

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

Dated: _____

Signature guaranteed:

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

SCHEDULE B

SCHEDULE OF ADVANCES

Date of Advance	Amount Advanced	Balance	Signature of Authorized Officer of Lender
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____

SCHEDULE A

[INSERT AMORTIZATION SCHEDULE]

Section 5. The Note shall be executed as herein provided as soon after the adoption of this resolution as may be possible, after the determination of a closing date with the Lender, and thereupon shall be delivered to the Registrar for registration, authentication and delivery to the Lender, upon receipt of the loan proceeds (the "Proceeds"), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

The Proceeds received from the Note shall be deposited into a special account held by the County (the "Acquisitions Fund") and applied (1) to pay costs of the Acquisitions and (2) to pay issuance expenses related to the Note. Any unexpended balance of the proceeds of the Note remaining thereafter shall be converted into the Sinking Fund hereinafter referred to and used to pay interest on the Note on the next succeeding interest payment date, or otherwise applied as approved by an opinion of Bond Counsel.

Section 6. From and after the delivery of the Note and as long as any of the Note and any Parity Obligations are outstanding and unpaid or until all principal of and interest thereon have been discharged and satisfied or provision therefor has been made, 100% of the State Road Use Taxes received by the County after the date of issuance of the Note, shall be deposited as collected in the County's Road Use Tax Revenue Fund (the "County RUT Fund"), which shall be used and disbursed as hereinafter provided to pay the principal of and interest on all of the Note and any Parity Obligations outstanding from time to time, as the same become due, and to create and maintain the several separate funds hereinafter established, or established in the future pursuant to the issuance documents for the Parity Obligations.

A. Sinking Fund. There shall be continued and maintained the account known as the "Road Use Tax Revenue Sinking Fund" (herein referred to as the "Sinking Fund"), into which there shall continue to be set aside from the State Road Use Taxes such portion thereof as will be sufficient to pay the interest on and principal of the Note as the same become due, and it is hereby determined that the minimum amount to be so set aside into the Sinking Fund from the State Road Use Taxes with respect to the Note during each month of each year shall be in an amount equal to 1/6th of the amount necessary to pay the interest on and principal of the Note as the same shall come due on the next succeeding June 1 or December 1 payment date.

Provided, however, that no further payments need be made into the Sinking Fund when and so long as the amount therein is sufficient to retire the Note and any Parity Obligations then outstanding which are payable from the Sinking Fund and to pay all principal and interest to become due thereon prior to such retirement, or if provision for such payment has been made. All such payments into the Sinking Fund shall be made in monthly installments on the first day of each month, except that when the first day of any month shall be a Sunday or a legal holiday, then such payments shall be made on the next succeeding secular day, and that portion of the State Road Use Taxes on deposit in the Sinking Fund shall be used solely and only and is hereby pledged for the purpose of paying the principal of and interest on the Note and any Parity Obligations as the same shall become due and payable.

Whenever Parity Obligations are issued under the conditions and restrictions hereinafter set forth, provisions shall be made for additional payments to be made into the Sinking Fund for paying the interest on and principal of such Parity Obligations.

If at any time there be a failure to pay into the Sinking Fund the full amount above stipulated, then an amount equivalent to the deficiency shall be paid into the Sinking Fund from the State Road Use Taxes as soon as available, and the same shall be in addition to the amount otherwise required to be so set apart and paid into the Sinking Fund.

B. Surplus Fund. There is hereby created a special fund to be known and designated as the Surplus Fund into which there shall be set apart and paid all of the State Road Use Taxes remaining after first making the required payments into the Sinking Fund. All money credited to the Surplus Fund shall be transferred and credited to the Sinking Fund whenever necessary to prevent or remedy a default in the payment of the principal of or interest on the Note and any Parity Obligations.

As long as the Sinking Fund has the full amount required to be deposited therein by this resolution, any balance in the Surplus Fund may be used in such legal manner as the Board of Supervisors, or such other duly constituted body as may then be charged with the expenditure of the State Road Use Taxes, may from time to time direct.

Whenever Parity Obligations are issued under the conditions and restrictions hereinafter set forth and under the respective issuance documents, provisions may be made for additional funds and accounts to be established pursuant to such issuance documents, including without limitation a debt service reserve fund pledged solely to the payment of such Parity Obligation, and the County may provide for deposits to such funds and accounts from State Road Use Taxes after the monthly funding of the Sinking Fund has been satisfied, as provided herein.

Section 7. All money held in any fund created or to be maintained under the terms of this resolution shall be deposited in lawful depositories of the County or invested in accordance with Chapters 12B and 12C of the Code of Iowa and continuously held and secured as provided by the laws of the State of Iowa relating to the depositing, securing, holding and investing of public funds. All interest received by the County as a result of investments under this section shall be deposited in or transferred to the Sinking Fund and used solely and only for the purposes specified herein for such fund.

Section 8. The County hereby covenants and agrees with the owner or owners of the Note and any Parity Obligations, or any of them, that from time to time may be outstanding, that it will faithfully and punctually perform, or caused to be performed, all duties with respect to the State Road Use Taxes required by the Iowa Constitution and laws of the State of Iowa and this resolution, including without limitation, the proper segregation of the State Road Use Taxes and make application thereof in accordance with the provisions of this resolution. The County shall, to the extent permitted by law, defend the validity and legality of this resolution and the State Road Use Taxes against all claims, suits and proceedings which would diminish or impair the State Road Use Taxes as security for the Note and any Parity Obligations. The County, its officers, agents and employees, shall not take any action in such manner or to such extent as might prejudice the security for the payment of the Note and any Parity Obligations according to the terms thereof.

Section 9. Upon an Event of Default (as defined in the Loan Agreement) declared by the Lender in writing to the County, except as herein expressly limited, the owner or owners of the Note shall have and possess all the rights of action and remedies afforded by the common law, the

Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Note and the interest thereon and of the pledge of the State Road Use Taxes and of all covenants of the County hereunder.

Section 10. The Note or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the State Road Use Taxes regardless of the time or times of the issuance of the Note or any Parity Obligations, it being the intention that there shall be no priority among the Note or Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times. The County hereby covenants and agrees that so long as the Note or any Parity Obligations are outstanding and unpaid, no bonds or other obligations payable from the State Road Use Taxes or the County RUT Fund will be issued except upon the basis of such bonds or obligations being subject to the priority and security for payment of the Note or any Parity Obligations then outstanding; provided, however, that the County reserves the right and privilege of issuing Parity Obligations for any lawful purpose, but only if the officially reported State Road Use Taxes for the last preceding fiscal year prior to the issuance of such Parity Obligations (with adjustments as hereinafter provided) were equal to at least 125% of the maximum amount of principal and interest that will become due in any subsequent year during the life of the Note and any Parity Obligations then outstanding, for the Note and any Parity Obligations then outstanding and the Parity Obligations then proposed to be issued.

For the purpose of determining the State Road Use Taxes for the preceding fiscal year as aforesaid, the amount of the State Road Use Taxes for such year may be adjusted by an independent certified public accountant, auditor or financial advisor, so as to reflect any changes in the amount of the State Road Use Taxes which would have resulted had any revision of the rate, formula or funding levels for distribution of the State Road Use Taxes by the State of Iowa, imposed at or prior to the time of the issuance of any such Parity Obligations been in effect during all of such preceding fiscal year. For the purposes of this provision, the independent certified public accountant, auditor or financial advisor may treat any current projections of State Road Use Taxes of the State of Iowa as if such projections had been in effect for the preceding fiscal year (including without limitation adjustment in the rate, formula or funding levels by the State of Iowa).

Obligations issued to refund the Note or any Parity Obligations shall not be subject to the foregoing restrictions, provided the Note or Parity Obligations being refunded will be redeemed within three (3) months of the date of such refunding, and the issuance of the refunding obligations will not cause an increase in the annual debt service requirements during the life of the Note or Parity Obligations then outstanding which are not being refunded but otherwise any Parity Obligations shall only be issued subject to the restrictions of this resolution.

Section 11. The provisions of this resolution shall constitute a contract between the County and Lender and any holders of Parity Obligations. For any one or more of the following purposes, but without the consent of or notice to the Lender or any Parity Obligations, and at any time or from time to time this Resolution may be amended, modified or supplemented by the County:

- (a) to cure any ambiguity or formal defect or omission in this Resolution;

(b) to grant to or confer for the benefit of the Lender or owners of Parity Obligations any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Lender or the owners of the Parity Obligations;

(c) to assign and pledge under this Resolution additional revenues, properties or collateral as permitted by law;

(d) to modify, amend or supplement this Resolution in such manner as to permit continued compliance with the provisions of the Code in order to maintain the tax exempt status of the Note and any Parity Obligations;

(e) to provide for the issuance or incurrence of Parity Obligations or subordinate obligations in accordance herewith; and

(f) to make any other change that does not materially adversely affect the rights of any of the owners of the Note.

Section 12. Amendment of Resolution Requiring Consent. In addition to amendments to this Resolution authorized by Section 11 hereof, this Resolution may be amended from time to time if such amendment shall have been consented to by the holders of not less than two-thirds in principal amount of the Note at any time outstanding; provided, however, this Resolution may not be so amended without the consent of the holders of 100% in principal amount of the Note at the time outstanding in such manner as to:

(a) Make any change in the maturity or interest rate of the Note, or modify the terms of payment of principal of or interest on the Note or any of them or impose any conditions with respect to such payments;

(b) Materially affect the rights of the holders of the Note then outstanding; and

(c) Reduce the percentage of the principal amount of the Note.

Whenever the County shall propose to amend or modify this Resolution under the provisions of this section, it shall cause notice of the proposed amendment to be mailed to each of the owners of the Note at the addresses appearing on the registration books of the County held by the Bond Registrar and also to the holders of the Note. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the Board Secretary.

If the owners of not less than two-thirds in aggregate principal amount of the Note outstanding at the time of the adoption of such amendatory resolution shall have consented to and approved the adoption thereof as herein provided, no owner of any Note shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the County from taking any action pursuant to the provisions thereof.

Any consent given by the owners of a Note pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive

and binding upon all future owners of the same Note during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of not less than two-thirds in aggregate principal amount of the Note outstanding as in this section defined, shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the persons signing such instrument acknowledged before such officer the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 13. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, it has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the registered owners of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding or unless and to the extent the offering is exempt from the requirements of the Rule because the issue is issuable in denominations of \$100,000 or more (subject to certain qualifications regarding deep discount securities) and (i) are sold in a limited private placement; or (ii) have a maturity of nine months or less; or (iii) are subject to tender at par at the option of the registered owner at least every six months.

The Note is being issued in a minimum denomination of more than \$100,000 and is being sold in a limited private placement. Accordingly, the County finds that the Rule is inapplicable to the Note.

Section 14. It is the intention of the County that interest on the Note be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof the County covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Note will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the County are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

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

Section 15. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

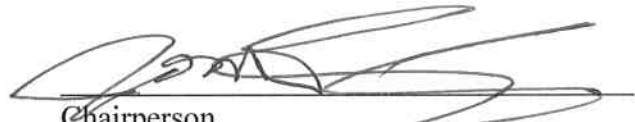
Section 16. This resolution shall be governed by, and construed in accordance with, the laws of the State of Iowa without regard to choice of law rules of the State of Iowa.

Section 17. The Chairperson and the County Auditor (or their designee) are hereby authorized to execute and deliver any and all agreements, documents and instruments required related to the issuance of the Note and to carry out the purposes set forth in this resolution, including but not limited to any tax certificates, closing certificates, covenant agreements and purchase agreements.

Section 18. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 19. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 22, 2021.


Chairperson

Attest:


County Auditor

