

February 18, 2020 9:00 a.m.

The Jones County Board of Supervisors met in regular session. Present Chairman Manternach, Supervisors Eaken, Rohwedder, and Zirkelbach. Supervisor Oswald was absent.

Moved by Rohwedder seconded by Eaken to approve the minutes of the February 11, 2020 meeting. All aye. Motion carried.

Moved by Zirkelbach seconded by Rohwedder to approve claims #2002-0139 through #2002-0391, with the exception of Sheriff's claim #2002-0220, in the amount of \$125.00, payable to Digital Ally, as the claim had been previously paid. All aye. Motion carried.

Moved by Eaken seconded by Rohwedder to make of record the Conservation Board's appointment of Troy Olson for seasonal employment at \$14.75 per hour, effective March 9, 2020. All aye. Motion carried.

Moved by Rohwedder seconded by Zirkelbach to approve a change in employment status of Clement J. Sullivan from part-time dispatcher to on-call court security and jail transport officer, effective January 22, 2020 at \$18.39 per hour, with benefits per the employee handbook. All aye. Motion carried.

Moved by Eaken seconded by Zirkelbach to authorize the Chairman to sign the Occupational Safety and Health Administration (OSHA) 2019 report. All aye. Motion carried. [2020-017]

After due consideration and discussion, Supervisor Zirkelbach introduced the resolution next hereinafter set out and moved its adoption, seconded by Supervisor Rohwedder. The Chairperson put the question upon the adoption of said resolution, and the roll being called, the following named Supervisors voted:

Ayes: Zirkelbach, Rohwedder, Eaken, Manternach

Nays: none.

Whereupon, the Chairperson declared the resolution duly adopted, as follows:

RESOLUTION

Resolution authorizing and approving a Loan Agreement and providing for the issuance of a General Obligation County Purpose Note

WHEREAS, the Board of Supervisors (the "Board") of Jones County, Iowa (the "County"), heretofore proposed to authorize the County to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$450,000 pursuant to the provisions of Section 331.402 of the Code of Iowa for the purpose of paying the costs, to that extent, of (1) constructing repairs and improvements to County buildings and grounds, including the County Courthouse, the Broadway Place Annex, Conservation Department facilities and the Anamosa Secondary Road Maintenance Shop/Engineer's Office; (2) improving and equipping the regional transit authority; (3) constructing the Temple Hill Secondary Road Maintenance Shop; and (4) constructing a public works garage and pursuant to law and duly published notice of the proposed action, has held a hearing thereon on March 5, 2019; and

WHEREAS, on March 5, 2019 the Board adopted a resolution (the "Prelevy Resolution") anticipating the future authorization of the Loan Agreement and providing for the levy of taxes to pay principal and interest thereunder, and said taxes have been collected in the 2019-2020 fiscal year of the County; and

WHEREAS, it is necessary at this time to authorize and approve the Loan Agreement and to make provision for the issuance of the Note in evidence of the obligation of the County under the Loan Agreement;

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

Section 1. The County hereby determines to enter into the Loan Agreement with Citizens Bank, Anamosa, Iowa (the “Lender”), providing for a loan to the County in the principal amount of \$448,000 for the purpose or purposes set forth in the preamble hereof.

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

Section 2. The Note is hereby authorized to be issued in the principal amount of \$448,000, shall be dated as of the date of its delivery to the Lender (such date is anticipated to be February 25, 2020) and shall be payable as to both principal and interest in the manner hereinafter specified.

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.”

Principal of the Note shall bear interest at the rate of 1.69% per annum. All of the principal of the Note, plus accrued interest thereon, shall be payable directly to the Lender on June 30, 2020. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The County reserves the right to prepay principal of the Note in whole or in part at any time prior to maturity on terms of par and accrued interest. All principal so prepaid shall cease to bear interest on the prepayment date.

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. In case any officer whose signature or the facsimile of whose signature appears on the Note shall cease to be such officer before the delivery of the Note, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Note shall be fully registered as to principal and interest in the name of the owner on the registration books of the County kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owner or its 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.

The record and identity of any owners of the Note shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 3. The Note shall be in substantially the following form:

(Form of Note)

UNITED STATES OF AMERICA
STATE OF IOWA
JONES COUNTY

GENERAL OBLIGATION COUNTY PURPOSE NOTE

No. 1			\$448,000
	RATE	MATURITY DATE	NOTE DATE
	1.69%	June 30, 2020	February 25, 2020

Jones County (the “County”), Iowa, for value received, promises to pay on the maturity date of this Note to

Citizens Bank
Anamosa, Iowa

or registered assigns (the "Lender"), the principal sum of FOUR HUNDRED FORTY-EIGHT THOUSAND DOLLARS.

This Note is issued by the County to evidence its obligation under a certain loan agreement, dated as of the date hereof (the "Loan Agreement") entered into by the County for the purpose of paying the costs, to that extent, of (1) constructing repairs and improvements to County buildings and grounds, including the County Courthouse, the Broadway Place Annex, Conservation Department facilities and the Anamosa Secondary Road Maintenance Shop/Engineer's Office; (2) improving and equipping the regional transit authority; (3) constructing the Temple Hill Secondary Road Maintenance Shop; and (4) constructing a public works garage.

Principal of the Note shall bear interest at the rate of 1.69% per annum. All of the principal of the Note, plus accrued interest thereon, shall be payable directly to the Lender on June 30, 2020. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Note is issued pursuant to and in strict compliance with the provisions of Chapter 76 and Chapter 331 of the Code of Iowa, 2019, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the Board 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 Holder of this Note.

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.

The County reserves the right to prepay principal of the Note in whole or in part at any time prior to maturity on terms of par and accrued interest. All principal so prepaid shall cease to bear interest on the prepayment date.

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

IN TESTIMONY WHEREOF, Jones County, Iowa, by its Board of Supervisors, has caused this Note to be executed by its Chairperson and attested by its County Auditor, on February 25, 2020.

JONES COUNTY, IOWA

By (DO NOT SIGN)
Chairperson, Board of Supervisors

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

Section 4. The Note shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration and delivery to the Lender on February 25, 2020, upon receipt of the loan proceeds, and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects. To the extent that the date of closing needs to be adjusted, the County staff, with advice from the Lender and bond counsel to the County, is hereby authorized to make such adjustment and to modify the transaction documents accordingly.

Section 5. The County hereby pledges the debt service property taxes received pursuant to the Prelevy Resolution for the full and prompt payment of the principal of and interest on the Note.

Section 6. 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 the 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 “Qualified Tax Exempt Obligations” as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved on February 18, 2020. [2020-018]

The Auditor provided an update on the HVAC retro-fit project and the Courthouse window replacement project. The Auditor and Board reviewed correspondence from the Eastern Iowa Rural Utility Service System regarding a residence in Center Junction.

Jeff Von Behren, Commissioner, Michele Turner, I.D.A.L.S. Soil Conservation Technician, and Sonya Ellison, I.D.A.L.S. Secretary and Conservation Assistant, representing the Jones County Soil and Water Conservation District, met with the Board to provide an update on activities of their program in Jones County and how the funds requested in the County budget are utilized each year.

Cindy Anderson, Trustee of the Q Farm Land Trust, met with the Board to request to purchase a small parcel of land from the County Farm that is adjacent to the Q Farm Land Trust property, and that contains a shed scheduled for demolition after March 1, 2020. Anderson noted that she had been storing equipment in the County-owned shed since acquiring the adjacent property. Further discussion on the matter was held later in the meeting.

The Assistant to the Engineer and Shop Foreman met with the Board to review the bids received at the February 11, 2020 meeting for a motor grader; discussed winter road maintenance concerns; and provided updates on right of way negotiations for the Lead Mine Rd. grading project and information from a recent meeting of the committee to address safety concerns at the intersection of Old Dubuque Rd. and U.S. Highway 151.

Moved by Rohwedder seconded by Eaken to approve a Partial Acquisition Contract and a Fence Compensation Sub-Contract with Samuel and Stephanie Wendt, and a Partial Acquisition Contract with Douglas and Nancy Ricklefs for project No. L-C-855—73-53 (Lead Mine Rd.) in Fairview and Jackson Townships. All aye. Motion carried.

Moved by Zirkelbach seconded by Eaken to award a bid to Altorfer, Inc. for a 2020 Caterpillar 150M3 all-wheel drive motor grader in the amount of \$332,046 less \$60,000 for trade-in of a John Deere model 872 motor grader. All aye. Motion carried.

Melissa Tucker and Morgan Danette, Lutheran Services in Iowa, met with the Board to provide an update on services the agency provides in Jones County and their request for funding in the County's budget.

The County Attorney met briefly with the Board and Cindy Anderson to review the County's options regarding the request from Anderson, as Trustee of the Q Farm Land Trust, to acquire a parcel of County-owned property next to property. By consensus agreement the Board denied the request from Anderson.

The Board discussed the recommendation from the Conservation Board to fill a vacancy on the Conservation Board. The recommended applicant will be invited to a Board of Supervisors' meeting prior to approval of an appointment.

The Board and Auditor reviewed the projected fund balances in the FY20 and FY21 budgets after changes authorized at the February 11, 2020 meeting, discussed the Conservation Board's request to place additional funds generated from a possible camping fee increase into a reserve for campground improvements, possible changes to the levy rate in the proposed budget, and the maximum levy rate to propose to be used in the required notice for compliance with 2019 Senate File 634.

Moved by Rohwedder seconded by Eaken to set a public hearing at 10:15 a.m. on March 10, 2020, as required by 2019 Senate File 634, to receive public comment on the proposed maximum General and Rural Fund tax levies that may be included in the County's FY21 budget; said maximum proposed General Fund (general basic and general supplemental) levy to be \$5.51722 per thousand dollars of taxable valuation, generating \$6,316,868 in tax dollars, a 6.76% (\$400,057) increase over FY20, and a maximum proposed Rural Services Fund levy of \$2.71759 per thousand dollars of taxable valuation, generating \$2,203,753 in tax dollars, a 7.36% (\$151,149) increase over FY20; at the conclusion of the hearing the Board will make a determination to include the levy rates proposed above, or any lower rate, in the FY20 proposed budget which will be set for publication and hearing at a later date. All aye. Motion carried.

The Board members provided brief updates on upcoming committee meetings.

Moved by Eaken seconded by Zirkelbach to adjourn at 12:12 p.m. All aye. Motion carried.

Attest: Janine Sulzner, Auditor

Wayne Manternach, Chairman