

West Union, Fayette County, Iowa
Monday, May 8, 2017

The Board of Supervisors of Fayette County, Iowa, met on Monday, May 8, 2017, at 9:00 o'clock a.m., at the Fayette County Supervisors' office.

The meeting was called to order by the Chairperson, and the roll was called showing the following Supervisors present and absent:

Present: Jeanine Tellin, Darrel Dolf & Janell Bradley

Absent: -None-

Motion was made by Dolf and seconded by Bradley to approve the current agenda. On roll call, all voted aye, none nay, and the motion was carried.

Motion was made by Bradley and seconded by Dolf to approve the minutes from the Monday, May 1, 2017 meeting. On roll call, all voted aye, none nay, and the motion was carried.

The Board met with Tim Cummings, Custodian, for a brief update.

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

Ayes: Jeanine Tellin, Darrel Dolf & Janell Bradley.

Nays: -None-.

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

RESOLUTION # 361

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

WHEREAS, Sections 331.402 and 331.441 of the Code of Iowa authorize counties to enter into loan agreements and borrow money for the purpose of making improvements to county buildings; and

WHEREAS, the Board of Supervisors (the "Board") of Fayette County, Iowa (the "County"), heretofore proposed to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$600,000, pursuant to the provisions of Section 331.402 of the Code of Iowa for the purpose of paying the cost, to that extent, of constructing and installing window repairs, replacements and

improvements at the Fayette County Courthouse (the “Project”), and has published notice of the proposed action and has held a hearing thereon on January 4, 2016; and

WHEREAS, on March 21, 2017 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 thereunder, and said taxes have been collected in the 2016-2017 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 Fayette County, Iowa, as follows:

The County hereby determines to enter into the Loan Agreement with Kerndt Brothers Savings Bank, West Union, Iowa (the “Purchaser”), providing for a loan to the County in the principal amount of \$600,000 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.

The Note is hereby authorized to be issued in the principal amount of \$600,000 and shall be dated as of the date of its delivery to the Purchaser (such date is anticipated to be May 18, 2017) and shall be payable 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 not bear interest. All of the principal of the Note and a loan initiation fee of \$340 shall be payable directly to the Purchaser on May 18, 2017.

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.

The Note shall be in substantially the following form:

(Form of Note)

UNITED STATES OF AMERICA
STATE OF IOWA
FAYETTE COUNTY

GENERAL OBLIGATION COUNTY PURPOSE NOTE

No. 1 \$600,000

RATE	MATURITY DATE	NOTE DATE
0%	May 18, 2017	May 18, 2017

Fayette County (the "County"), Iowa, for value received, promises to pay on the maturity date of this Note to

Kerndt Brothers Savings Bank
West Union, Iowa

or registered assigns (the "Purchaser"), the principal sum of SIX HUNDRED THOUSAND DOLLARS.

Principal of this Note shall not bear interest. All of the principal of this Note and a loan initiation fee of \$340 shall be payable directly to the Purchaser on May 18, 2017.

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 purposes of paying the cost, to that extent, of constructing and installing window repairs, replacements and improvements at the Fayette County Courthouse.

This Note is issued pursuant to and in strict compliance with the provisions of Chapter 76 and Chapter 384 of the Code of Iowa, 2017, 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.

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 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, Fayette County, Iowa, by its Board of Supervisors, has caused this Note to be executed by its Chairperson and attested by its County Auditor, on May 18, 2017.

FAYETTE 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.

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 Purchaser on May 18, 2017, 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.

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 the Note.

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

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

Passed and approved on May 8, 2017.

A public hearing was held on Monday, May 8, 2017 at 10:00 A.M. at the Fayette County Courthouse, West Union, IA.

Members Present: Janell Bradley, Darrel Dolf and Jeanine Tellin

Members Absent: none

Others Present: Mary Kime, Jason Kime, Chris DeBack and Catherine Miller

Mrs. Bradley made a motion to open the public hearing at 10:00 AM. Mr. Dolf seconded the motion.

#407, Mary Kime, Sumner, IA is requesting a Waiver of the Subdivision Ordinance to split approximately 2 acres from an existing 4.96-acre parcel for the construction of a new house. The 4.96-acre parcel was split from a 76.06-acre parcel in 1974. Zoning came into effect Jan. 1, 1973.

The affected property is parcel #0901300008 located in the SW ¼, SW ¼, SW ¼, Section 1, Banks Township in an Agricultural (AG) Zoning District with a physical street address of 18062 T Avenue, Sumner, IA 50674.

Mr. Dolf made a motion to close the public hearing. Mrs. Bradley seconded the motion.

Mrs. Bradley made a motion to approve this request with the stipulation that any construction is at least 50' from the North property line. Septic system set back is 10' from a property line. Mr. Dolf seconded the motion. All members present voted yes. The public hearing closed at 10:09 A.M.

The Board met with Marty Fisher, Sheriff, for an update.

Effective 4/25/2017 Christopher Barren has been hired as a Temporary Part Time Detention Officer and Temporary Part Time Kitchen staff for the Fayette County Sheriff's Office. Christopher's wage will be \$14.09 per hour.

Effective 5/8/2017 Michael Starkweather has changed status to Full Time Detention Officer and Part Time Deputy for the Fayette County Sheriff's Office. Michael's Detention Officer wage will remain at \$15.70 per hour and the Deputy wage will be \$17.70 per hour.

Effective 3/27/2017 Nicholas Assman has been employed as a Full Time Deputy for the Fayette County Sheriff's Office for 2 years. Nicholas' wage will increase to \$22.71 per hour.

The Board met with Joel Fantz, County Engineer, for a Secondary Roads update.

Motion was made by Bradley and seconded by Dolf to award the Outer Road Culvert Replacement contract, BROS-CO33(108)- - 5F-33, to K Construction for \$139,486.62 and authorize the chairperson to sign the project contract documents. On roll call, all voted aye, none nay, and the motion was carried.

Effect in May, the following have been hired for temporary seasonal engineering/maintenance summer help:

Kohle Nieland will be paid \$12.25 per hour.

Jared Meisgeier will be paid \$11.75 per hour.

Beau Sorenson will be paid \$11.00 per hour

Brandon Fenneman will be paid \$11.00 per hour

Motion was made by Bradley and seconded by Dolf to approve the Reliance Vision Insurance Rates for the fiscal year 2017-2018. On roll call, all voted aye, none nay, and the motion was carried.

The Board reviewed a request for tax abatement on Parcel # 1821104006. No action was taken at this time.

The Board had a discussion regarding Courthouse Projects.

The Board met with Josh Demmer, Project Architect from Martin Gardner Architecture, for an update on the Courthouse Window Project.

The Board adjourned.

Upon request, this information could be made available in large print, and/or computer disk.

Lori Moellers
County Auditor

Jeanine Tellin
Chair of the Board