



HARDIN COUNTY
Board of Supervisors

Wednesday, March 24, 2021

NOTICE: Public attendance at public meetings is restricted due to COVID-19 concerns. To access and participate in meetings remotely, please call 641-939-8108 for meeting information.

1. 9:00 A.M. Call To Order
Courthouse Large Conference Room
2. Pledge Of Allegiance
3. Approval Of Agenda
4. Approval Of Minutes

Documents:

[03-09-2021 IFCS D ELECTION CANVASS MINUTES.PDF](#)
[03-16-2021 IFCS D ELECTION CANVASS MINUTES.PDF](#)
[03-17-2021 MINUTES.PDF](#)
[03-17-2021 CHAT LOG.PDF](#)
[03-19-2021 MINUTES.PDF](#)

5. Approval Of Claims For Payment

Documents:

[VENDOR PUBLICATION REPORT 3.24.21.PDF](#)

6. Emergency Management Update
7. Public Health Update
8. Utility Permits & Secondary Roads Department
9. Public Comments
10. Resolution Directing The Acceptance Of A Proposal To Purchase \$13,905,000* Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2021; And Approving The Form And Authorizing Execution Of A Note Purchase Agreement

Documents:

[RESOLUTION DIRECTING ACCEPTANCE OF PROPOSAL.PDF](#)
[NOTE PURCHASE AGREEMENT \(HARDIN COUNTY BONDS\) - REVISED.PDF](#)

11. Other Business
12. Adjournment/Recess
13. 9:30 A.M. Drainage

[VIEW REGULAR DRAINAGE MEETING AGENDA](#)

Courthouse Large Conference Room

14. 10:45 A.M. Budget Work Session
Courthouse Large Conference Room
15. 11:00 A.M. Meeting With IGHCP Re: Insurance Renewal
Courthouse Large Conference Room
16. 12:00 P.M. Closed Session Under Iowa Code Section 21.5(1)(C)
Courthouse Large Conference Room

HARDIN COUNTY BOARD OF SUPERVISORS
MINUTES – MARCH 9, 2021
TUESDAY - 1:30 P.M.
COURTHOUSE LARGE CONFERENCE ROOM

Chair BJ Hoffman called the meeting to order to canvass the Hardin County results of the March 2, 2021 Iowa Falls Community School District Special Election. The meeting was held electronically due to COVID-19 public health risks. Also present were Supervisors Reneé McClellan and Lance Granzow, County Auditor Jolene Pieters, and Angela Silvey.

No clerical errors were made, and Hardin County results are as follows.

At 1:37 p.m. McClellan moved, Granzow seconded to adjourn. Motion carried.

BJ Hoffman, Chair
Board of Supervisors

Jolene Pieters
Hardin County Auditor

OFFICIAL RESULTS OF VOTES CAST AT THE IOWA FALLS COMMUNITY SCHOOL DISTRICT SPECIAL ELECTION - MARCH 2, 2021

		PUBLIC MEASURE A: Shall the Board of Directors of the Iowa Falls Community School District in the Counties of Hardin and Franklin, State of Iowa, be authorized to contract indebtedness and issue General Obligation Bonds in an amount not to exceed \$28,560,000 to provide funds to build, furnish, and equip a new elementary building, including site improvements; and to build, furnish, and equip additions to and to remodel, repair, and improve the existing high school building and site?		PUBLIC MEASURE B: Shall the Board of Directors of the Iowa Falls Community School District in the Counties of Hardin and Franklin, State of Iowa, be authorized to levy annually a tax exceeding Two Dollars and Seventy Cents (\$2.70) per Thousand Dollars (\$1,000), but not exceeding Four Dollars and Five Cents (\$4.05) per Thousand Dollars (\$1,000) of the assessed value of the taxable property within said school corporation to pay the principal of and interest on bonded indebtedness of said school corporation, it being understood that the approval of this proposition shall not limit the source of payment of the bonds and interest, but shall only operate to restrict the amount of bonds which may be issued?	
	# of Voters	YES	NO	YES	NO
IOWA FALLS #1	272	155	117	145	127
IOWA FALLS #2	533	305	226	302	228
ETNA/CLAY & HARDIN/ELLIS/JACKSON	274	170	104	165	108
ABSENTEE	130	77	52	77	52
TOTAL VOTES CAST	1209	707	499	689	515

HARDIN COUNTY BOARD OF SUPERVISORS
MINUTES – MARCH 16, 2021
TUESDAY - 1:30 P.M.
COURTHOUSE LARGE CONFERENCE ROOM

Chair BJ Hoffman called the meeting to order to conduct the second-tier canvass of the March 2, 2021 Iowa Falls Community School District Special Election. The meeting was held electronically due to COVID-19 public health risks. Also present were County Auditor Jolene Pieters, Michael Pearce, and Angela Silvey. Supervisor Lance Granzow joined via telephone. Supervisor Reneé McClellan was absent.

After combining Franklin County results with Hardin County results, official results are as follows.

At 1:34 p.m. Granzow moved, Hoffman seconded to adjourn. Motion carried.

BJ Hoffman, Chair
Board of Supervisors

Jolene Pieters
Hardin County Auditor

OFFICIAL RESULTS OF VOTES CAST AT THE IOWA FALLS COMMUNITY SCHOOL DISTRICT SPECIAL ELECTION - MARCH 2, 2021

		PUBLIC MEASURE A: Shall the Board of Directors of the Iowa Falls Community School District in the Counties of Hardin and Franklin, State of Iowa, be authorized to contract indebtedness and issue General Obligation Bonds in an amount not to exceed \$28,560,000 to provide funds to build, furnish, and equip a new elementary building, including site improvements; and to build, furnish, and equip additions to and to remodel, repair, and improve the existing high school building and site?		PUBLIC MEASURE B: Shall the Board of Directors of the Iowa Falls Community School District in the Counties of Hardin and Franklin, State of Iowa, be authorized to levy annually a tax exceeding Two Dollars and Seventy Cents (\$2.70) per Thousand Dollars (\$1,000), but not exceeding Four Dollars and Five Cents (\$4.05) per Thousand Dollars (\$1,000) of the assessed value of the taxable property within said school corporation to pay the principal of and interest on bonded indebtedness of said school corporation, it being understood that the approval of this proposition shall not limit the source of payment of the bonds and interest, but shall only operate to restrict the amount of bonds which may be issued?	
	# of Voters	YES	NO	YES	NO
IOWA FALLS #1	272	155	117	145	127
IOWA FALLS #2	533	305	226	302	228
ETNA/CLAY & HARDIN/ELLIS/JACKSON	274	170	104	165	108
HARDIN CO. ABSENTEE	130	77	52	77	52
FRANKLIN CO.	56	17	39	17	39
FRANKLIN CO. ABSENTEE	4	2	2	2	2
TOTAL VOTES CAST	1269	726	540	708	556

HARDIN COUNTY BOARD OF SUPERVISORS
MINUTES – MARCH 17, 2021
WEDNESDAY - 9:00 A.M.
COURTHOUSE LARGE CONFERENCE ROOM

Chair BJ Hoffman called the meeting to order. The meeting was held electronically due to COVID-19 public health risks. Also present were Darrell Meyer, Jolene Pieters, Michael Pearce, Taylor Roll, Jessica Sheridan, Machel Eichmeier and Angela Silvey. Supervisor Lance Granzow joined via telephone. Attending via Zoom: Justin Ites, Carey Callaway, Rocky Reents, JD Holmes, Angela De La Riva, Megan Harrell, Lisa Lawler, Pauline Lloyd, Elaine Loring, Julie Duhn, Dave McDaniel, Shane Glinski, Wes Wiese, Donna Juber, Cheryl Lawrence, Laura Cunningham, Matt Jones, Tifani Eisentrager, and Allison Scott. Supervisor Reneé McClellan was absent.

The Pledge of Allegiance was recited.

Granzow moved, Hoffman seconded to approve the agenda as posted. Motion carried.

Granzow moved, Hoffman seconded to approve the minutes of February 23, 2021 and February 24, 2021. Motion carried.

Granzow moved, Hoffman seconded to approve the March 17, 2021 claims for payment. Motion carried.

Emergency Management Update: No report.

Public Health Update:

Rocky Reents, Public Health Coordinator, reported on COVID-19 case data and vaccine administration.

Utility Permits:

Granzow moved, Hoffman seconded to approve Utility Permit No. UT-21-002, submitted by Alliant Energy. Motion carried. Utility Permit No. UT-21-002 is on file in the Engineer's Office.

Secondary Roads: No report.

Public Comments:

Jessica Sheridan addressed comments from a previous meeting about the Hardin County Courthouse (Iowa) Facebook page.

Donna Juber asked whether or not the Supervisors accept the fact that Auditor's Office employees mailed out blank absentee ballot request forms. Juber was met with no comment.

Questions and comments were received from Julie Duhn and Pauline Lloyd.

Machel Eichmeier reminded the public that property tax can be paid until March 31 without penalty.

Granzow moved, Hoffman seconded to approve the Supplemental Agreement for Final Design for Project BHS-SWAP-0077(601)—FC-42, Bridge 3267, Main Street Alden over Iowa River. Roll Call Vote: "Ayes" Granzow and Hoffman. "Nays" None. Motion carried.

Granzow moved, Hoffman seconded to approve Iowa DOT Agreement 1-21-HBP-SWAP-005 for Project BRS-SWAP-C042(108)—FF-42, Bridge 15163, County Highway S57 over Honey Creek. Roll Call Vote: "Ayes" Granzow and Hoffman. "Nays" None. Motion carried.

Granzow moved, Hoffman seconded that the following Resolution No. 2021-13, Resolution Approving Distribution of Preliminary Official Statement, be adopted. Roll Call Vote: "Ayes" Granzow and Hoffman. "Nays" None. Resolution No. 2021-13 is hereby adopted as follows:

RESOLUTION NO. 2021-13

RESOLUTION APPROVING DISTRIBUTION OF
PRELIMINARY OFFICIAL STATEMENT

WHEREAS, in conjunction with its Financial Advisor, Piper Sandler & Co., and Disclosure Counsel, the County has caused an Official Statement to be prepared outlining the details of the proposed sale of the Notes; and

WHEREAS, the Board deems it in the best interests of the County and the residents thereof to approve the distribution of the Preliminary Official Statement in connection with the offering of the Notes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HARDIN COUNTY, STATE OF IOWA:

That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Chairperson and Auditor, upon the advice of Bond Counsel, Disclosure Counsel, and the County's Financial Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

PASSED AND APPROVED this 17th day of March, 2021.

/s/ BJ Hoffman
Chairperson

ATTEST:

/s/ Jolene Pieters
County Auditor

Granzow moved, Hoffman seconded to approve the resignation of Daniel Wegg, part-time Sheriff's Deputy, effective 03/09/2021. Motion carried.

Other Business: None.

Granzow moved, Hoffman seconded to adjourn. Motion carried.

BJ Hoffman, Chair
Board of Supervisors

Jolene Pieters
Hardin County Auditor

Chat Log from 3/17/2021

09:01:53 From Donna Juber to Everyone : Approve chat log?
09:06:50 From Lisa Lawler to Everyone : BJ - did you get a hold of Rob Sand?
09:09:38 From Lisa Lawler to Everyone : Will you refute Annette Sweeney's claim of election fraud in Hardin County during the 2020 election?
09:12:06 From Donna Juber to Everyone : The person was unarmed
09:12:26 From McDaniel to Everyone : Tried commenting apparently mic issues
09:12:27 From Donna Juber to Everyone : When the weapon was aimed at them
09:16:21 From Lisa Lawler to Everyone : Sheriff McDaniel - is it illegal for a civilian to aim a gun at another civilian?
09:17:07 From McDaniel to Everyone : It would entirely based on the situation
09:17:49 From Donna Juber to Everyone : The other citizen was unarmed and not an apparent threat
09:17:54 From McDaniel to Everyone : *depen on the situation
09:18:09 From Laura C to Everyone : 🤔
09:18:55 From Lisa Lawler to Everyone : Situation: person walking on the sidewalk, Eldora police officer engages person walking on sidewalk, person across the street aims gun at person walking on the sidewalk
09:19:28 From McDaniel to Everyone : Believe the matter is still under investigation
09:19:47 From Laura C to Everyone : 😊
09:19:49 From Lisa Lawler to Everyone : okay - thak you!

HARDIN COUNTY BOARD OF SUPERVISORS
MINUTES – MARCH 19, 2021
FRIDAY - 8:15 A.M.
COURTHOUSE LARGE CONFERENCE ROOM

Chair BJ Hoffman called the meeting to order. The meeting was held electronically due to COVID-19 public health risks. Also present were Supervisor Reneé McClellan, Jolene Pieters, Jessica Sheridan, and Angela Silvey. Supervisor Lance Granzow joined via telephone. Attending via Zoom: Justin Ites.

The Chair opened the public hearing on the proposed FY 2021/2022 maximum property tax levy.

No written or oral comments or objections were received.

McClellan moved, Granzow seconded to close the public hearing. Motion carried.

McClellan moved, Granzow seconded that the following Resolution No. 2021-14, Maximum Property Tax Dollars Resolution, be adopted. Roll Call Vote: “Ayes” McClellan, Granzow, and Hoffman. “Nays” None. Resolution No. 2021-14 is hereby adopted as follows:

RESOLUTION NO. 2021-14

WHEREUPON Board Member McClellan moved that the following Resolution be adopted:

Maximum Property Tax Dollars Resolution

WHEREAS, the Hardin County Board of Supervisors has considered the proposed FY 21/22 county maximum property tax dollars for both General County Services and Rural County Services, and

WHEREAS, a notice concerning the proposed county maximum property tax dollars was published as required and posted on county web site and/or social media accounts if applicable,

WHEREAS, a public hearing concerning the proposed county maximum property tax dollars was held on 3/19/2021,

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Hardin County that the maximum property tax dollars for General County Services and Rural County Services for FY 21/22 shall not exceed the following:

- General County Services: \$7,225,444; an increase of 9% from the prior year
- Rural County Services: \$2,583,620; an increase of 9% from the prior year

Passed and adopted this 19th day of March, 2021.

AYES: McClellan, Granzow, and Hoffman
NAYS: None
ABSENT: None
ABSTAIN: None

Whereupon, the Chair of the Board of Supervisors declared said Resolution duly passed and adopted this 19th day of March, 2021

/s/ BJ Hoffman
BJ Hoffman, Chairman
Board of Supervisors

ATTEST:

/s/ Jolene Pieters
Jolene Pieters
Hardin County Auditor

McClellan moved, Granzow seconded to set the FY 2021/2022 budget hearing for April 12, 2021 at 2:00 p.m., in the Courthouse large conference room. Motion carried.

McClellan moved, Granzow seconded to adjourn. Motion carried.

At 8:45 a.m. the Board met with Tim Oswald, Piper Sandler & Co. The meeting was held electronically due to COVID-19 public health risks. Present: Supervisors Hoffman and McClellan; and Jolene Pieters, Jessica Sheridan, Machel Eichmeier, and Angela Silvey. Supervisor Lance Granzow joined via telephone. Attending via Zoom: Oswald.

Oswald was able to confirm a \$2.1 million Paycheck Protection Program (PPP) loan was received by Hansen Family Hospital (HFH) at the start of the pandemic. The loan's due date is August 2021, and HFH has applied for forgiveness on the loan. There is question as to whether or not this loan should have been taken out under the rules of the original hospital bond indenture.

Oswald advised he and Kristin Cooper, counsel for the County in the hospital bond refinancing, talked after the discovery of the loan and thought it appropriate that the hospital and the County visit about rebuilding trust between the two entities.

Hoffman asked if the County could request a seat on the HFH Board of Trustees. Granzow expressed dismay that the HFH Board has often acted without first obtaining County permission.

Oswald stated he will approach the hospital's lawyers with the County's request for a regular or ex-officio HFH board member. Addressing Granzow's concerns, Oswald advised the trust indenture was being amended to require that HFH provide its budget, audit, and financials to the County. In addition, Oswald and Cooper had asked that the resolutions the HFH board and Iowa Falls City Council approve acknowledge the PPP loan.

Oswald left the meeting at 8:56 a.m.

After further discussion, McClellan and Granzow conceded that pushing for County representation on the HFH board was unnecessary. Instead, all that was needed was better communication and someone to attend HFH board meetings.

Hoffman resolved to ask Oswald about additional stipulations the County could add to the trust indenture as well as remedies should HFH fail to comply with the terms of the new arrangement.

At 9:15 a.m. Granzow moved, McClellan seconded to adjourn. Motion carried.

BJ Hoffman, Chair
Board of Supervisors

Jolene Pieters
Hardin County Auditor



Hardin County

Vendor Publication Report

Payment Date Range: 03/24/2021 - 03/24/2021

Vendor Name	Vendor Number	Total Payments
AgVantage FS	690V	1,018.20
Airgas North Central	633V	378.29
Alliant Energy	4253V	18,604.43
Auditor of State	4288V	625.00
Black Hills Energy	4450V	272.24
Cam Spray	1207V	161.52
Campbell Supply Co	620V	117.18
Cintas Corporation	1545V	548.31
City of Iowa Falls	509V	31.43
Clinic Pharmacy	2929V	9.20
Craig W Boomgarden	532E	40.00
Devere Company Inc	2570V	149.00
Donylle C Houston	605E	30.00
Franklin Rural Elec Co-Op	1128V	30.00
GATR Truck Center	100679	54.44
GEGRB/AMAZON	2403V	620.26
Greenbelt Home Care	61807V	1,870.06
Hardin Co Tire & Service Inc	4240V	57.12
IP Pathways	2217V	40.50
J.B. Distributing Co., Inc	61724V	930.06
Jeff Cook	100308	30.00
Jody L Mesch	58E	770.13
John Deere Financial	1394V	432.07
KnowBe4 Inc	2827V	818.10
Knutson, Isaac	4393D	30.00
Mark Granzow	2804V	30.00
Marti Brooks	100705	50.00
Mckesson Medical Surgical	2735V	729.43
Mid American Energy	728V	44.76
Mid-America Publishing Corp	62056V	344.75
Midland Power Cooperative	5999V	1,990.71
NAPA Auto Parts Eldora	617V	3,948.18
North Iowa Mercy Clinics	100854	148.00
Omnicare Inc	100277	11.54
Petroblend Corp.	1219V	3,077.11
Quality Automotive Inc	61237V	36.50
Retriever LLC	2736V	858.00
Richard Brockmeyer	2757V	120.00
Sencommunications Inc	100386	244.00
Summit Food Service LLC	2332V	4,458.44
Tama County Sheriff	1054V	53.50
Times Citizen	538V	302.36
Verizon Connect Nwf, Inc	100620	18.19
Verlyn Mensing	100703	80.00
VISA	150V	100.00
Walters & Johnson	597V	91.50
Wilson Restaurant Supply Inc	63439V	242.32
Grand Total:	44,646.83	

RESOLUTION NO. _____

RESOLUTION DIRECTING THE ACCEPTANCE OF A
PROPOSAL TO PURCHASE \$13,905,000* TAXABLE
GENERAL OBLIGATION URBAN RENEWAL REFUNDING
CAPITAL LOAN NOTES, SERIES 2021; AND APPROVING
THE FORM AND AUTHORIZING EXECUTION OF A NOTE
PURCHASE AGREEMENT

WHEREAS, Hardin County, sometimes hereinafter referred to as the County, is a political subdivision duly incorporated, organized and existing under and by virtue of the Constitution and laws of the State of Iowa; and

WHEREAS, it is deemed necessary that the County should enter into a Loan Agreement and borrow the amount of \$13,905,000* as authorized by Sections 331.402, 331.443 and 403.12 of the Code of Iowa as amended; and

WHEREAS, a proposal has been received from UMB Bank, N.A. of Kansas City, Missouri; and

WHEREAS, it is the intention of this Board of Supervisors to enter into a Loan Agreement in accordance with said proposal dated March 24, 2021.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF SUPERVISORS OF HARDIN COUNTY, STATE OF IOWA:

Section 1. That this Board of Supervisors does hereby accept the attached proposal of UMB Bank, N.A. of Kansas City, Missouri, including the form and content of the Note Purchase Agreement, the provisions of which are hereby approved, authorized, and confirmed, and the Board Chairperson and the Auditor are hereby authorized, empowered, and directed to execute and deliver the Note Purchase Agreement, in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions approved by the County Auditor and County Treasurer, upon the advice of bond counsel; and the Board takes additional action to permit the entering into of a Loan Agreement.

Section 2. The Chairperson and County Auditor are authorized and directed to proceed on behalf of the County to enter into such Loan Agreement, to negotiate the final terms of a Loan Agreement to take all action necessary to permit the entering into of a Loan Agreement on a basis favorable to the County and acceptable to the Purchaser, and to proceed to meet the conditions of this accepted proposal.

PASSED AND APPROVED this 24th day of March, 2021.

Chairperson, Board of Supervisors

ATTEST:

County Auditor

(Attach Copy of Terms of Proposal)

NOTE PURCHASE AGREEMENT

by and between

HARDIN COUNTY, IOWA
as the County

and

UMB BANK, N.A.
as Underwriter

related to

\$13,920,000
Hardin County, Iowa
Taxable General Obligation Urban Renewal
Refunding Capital Loan Notes
Series 2021

March 24, 2021

Hardin County, Iowa
1215 Edgington Avenue, Ste 1
Eldora, Iowa 50267

Ladies and Gentlemen:

The undersigned, UMB Bank, n.a. (the “Underwriter”) hereby agrees with you, Hardin County, Iowa (the “County”), as follows:

Subject to the terms and conditions hereinafter set forth in this Note Purchase Agreement (this “Note Purchase Agreement”) and on the basis of the representations and warranties herein contained, the Underwriter hereby offers to purchase the Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2021 (the “Notes”) to be issued by the County under and pursuant to the Resolution to be adopted by the County on or about April 7, 2021 (the “Resolution”).

The Notes will be dated their date of delivery, will mature on the dates and will bear interest at the rates and be subject to prepayment as set forth in Schedule I attached hereto. The Notes are being issued for the purpose of refunding the outstanding principal amount of the County’s General Obligation Urban Renewal Notes Essential County Purpose, Series 2012 (the “Prior Notes”). If and when accepted by the County, this document shall constitute our Note Purchase Agreement (the “Note Purchase Agreement”) and will be binding upon the Underwriter and the County. All terms not defined in this Note Purchase Agreement shall have the meanings set forth in the Resolution.

The Notes are being issued pursuant to Sections 331.402, 331.443 and 403.12 of the Code of Iowa, as amended, for the purpose refinancing the Prior Notes, the proceeds of which were used for the purpose of paying costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 of the Code of Iowa, as amended, and the Ellsworth Municipal Hospital Urban Renewal Plan, as amended, and under and pursuant to the Resolution.

In other respects, the Notes and the other instruments referred to above will contain the provisions summarized in the Preliminary Official Statement dated March 18, 2020 (the "Preliminary Official Statement"), and the Official Statement dated March 24, 2020 (the "Final Official Statement" and, together with the Preliminary Official Statement, the "Official Statement").

The County deems the Preliminary Official Statement to have been "deemed final" as of the date thereof for the purposes of Rule 15c2-12 ("Rule 15c2-12") promulgated by the Securities and Exchange Commission, excluding only such information as is permitted by such Rule 15c2-12, and the County hereby consents to the circulation by the Underwriter of the Preliminary Official Statement and Official Statement.

Section 1. Official Statement. The County shall deliver or cause to be delivered to the Underwriter, promptly after its acceptance hereof and not later than seven business days after the date hereof, copies of the Official Statement as approved by or on behalf of the Underwriter, in a sufficient quantity to enable the Underwriter to comply with the requirements of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board, including without limitation Rules G-32 and G-36 ("Rules G-32 and G-36"). The County hereby authorizes the use by the Underwriter of copies of the Preliminary Official Statement and Official Statement in connection with the offering and sale of the Notes.

During the time from the date of this Note Purchase Agreement to and including the date which is 90 days following the End of the Underwriting Period (as defined below), (i) except to the extent required by clauses (ii) and (iii) hereof, the County will not adopt any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriter shall object in writing or which shall be disapproved by Underwriter's Counsel and (ii) if any event or fact relating to or affecting the County shall occur or be discovered as a result of which it is necessary, in the opinion of Bond Counsel or Underwriter's Counsel, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser of the Notes, the County shall forthwith prepare and furnish to the Underwriter copies in a sufficient quantity to comply with Rule 15c2-12 and Rules G-32 and G-36 of an amendment of or supplement to the Official Statement (in form and substance satisfactory to Bond Counsel and Underwriter's Counsel), which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the Official Statement is delivered to such purchaser, not misleading, and (iii) the Official Statement shall be supplemented to reflect the sale and pricing of the Notes. The expense of preparing such amendment or supplement shall be paid by the County. For the purposes of this Section, the County shall furnish such information with respect to itself as the Underwriter may from time to

time request. As used herein, the term “End of the Underwriting Period” means the later of such time as (a) the County delivers the Notes to the Underwriter or (b) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Notes for sale to the public.

Section 2. Representations and Warranties of the County. The County hereby represents and warrants to the Underwriter, as of the date hereof and as of the Closing Date (as defined herein), which representations and warranties shall survive the Closing Date, that:

(a) The County is a county and political subdivision of the State of Iowa duly organized and validly existing under and pursuant to the Constitution and laws of the State of Iowa and has full legal right, power and authority to execute this Note Purchase Agreement and adopt the Resolution, pursuant to authority conferred by Iowa law.

(b) The County has duly authorized and approved the Resolution and execution and delivery of the documents which may be required under the terms of the Resolution, including this Note Purchase.

(c) This Note Purchase Agreement constitutes a legal, valid and binding obligation of the County enforceable in accordance with its terms; and the Notes, when executed and delivered, will constitute legal, valid and binding obligations of the County in accordance with their terms; except that the enforceability of this Note Purchase Agreement and the Notes may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditor’s equitable principles relating to or limiting creditors’ rights generally.

(d) The execution and delivery of this Note Purchase Agreement and the Notes, and compliance with the provisions thereof, will not conflict with or result in a breach of any of the terms and provisions of, or constitute a default under, any agreement, indenture, mortgage, lease, or other instrument to which the County is subject or by which it is or may be bound.

(e) All authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which are required for the due authorization of which would constitute a condition precedent to, or the absence of which would materially adversely affect, the delivery of the Notes or the due performance by the County of its obligations under the laws of the State of Iowa and the Resolution have been duly obtained or will be obtained prior to the Closing Date, except for: (A) such authorizations, approvals, consents and orders, if any, as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Notes; and (B) authorizations, approvals, consents and orders that are required to be obtained or renewed periodically, such as budgets, licenses and permits.

(f) There is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body pending to which the County is a party or, to the knowledge of the County, threatened against or affecting the County (or

any basis therefor), except as is expressly disclosed in the Preliminary Official Statement and Official Statement, wherein an unfavorable decision, ruling or finding would have a material adverse effect on the validity or security of the Resolution, the Notes or the transactions contemplated thereby.

(g) The Preliminary Official Statement was “deemed final” by the County within the meaning of the Rule as of the date of the Preliminary Official Statement.

(h) The information contained in the Preliminary Official Statement and the Official Statement was and will be true and correct in all material respects as of the date hereof and as of the Closing Date. The information contained in the Preliminary Official Statement and the Official Statement does not and will not contain any untrue or misleading statement of a material fact or omit to state any material facts necessary to make the statements therein, in light of the circumstances under which they are made, not misleading. The County has approved the distribution of the Preliminary Official Statement and Official Statement and consented to their use by the Underwriter in connection with offers and sales of the Notes.

(i) The County will enter into the Continuing Disclosure Certificate dated as of May 4, 2021 (the “Continuing Disclosure Certificate”) in accordance with the Rule, and as otherwise described in the Official Statement, the County has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure contract or agreement under the Rule.

Section 3. Representations and Warranties of the Underwriter. The Underwriter represents to and agrees with the issuer as follows:

(a) The Underwriter is an entity duly organized, validly existing and in good standing under the laws of the State of Missouri.

(b) The Note Purchase Agreement has been duly authorized, executed and delivered by the Underwriter and, assuming the due authorization, execution and delivery by the County, is the legal, valid and binding obligation of the Underwriter enforceable in accordance with its terms, except as the enforceability of this Agreement may be limited by application of Creditors’ Rights Laws, and subject to Sections 5 and 9 hereof.

Section 4. Covenants of the County. The County covenants with the Underwriter as follows:

(a) The County shall cooperate with the Underwriter in qualifying the Notes for offer and sale under the securities laws of such jurisdictions of the United States as the Underwriter may request. The County shall not be required to consent to suit or to service of process in any jurisdiction.

(b) The County shall exercise its best efforts to meet all conditions described herein and to issue the Notes by the Closing Date.

Section 5. Conditions of Underwriter’s Obligations. The obligations of the Underwriter to purchase and pay for the Notes are subject to the following conditions:

(a) the representations and covenants of the County contained herein shall be true and correct as of the date hereof and the Closing Date with respect to the Notes;

(b) at the Closing Date, the County shall have performed all of its obligations hereunder required to be performed on or before the Closing Date with respect to the Notes. The County shall have taken all actions, necessary to authorize the issuance of the Notes;

(c) at the Closing Date, there shall be delivered to the Underwriter, in form and substance satisfactory to the Underwriter, each item specified below, unless waived by the Underwriter:

(i) certified copies of the County's resolutions which authorize the issuance of the Notes and approve the execution and delivery of all of documents which may be required under the terms of the foregoing documents (including this Note Purchase Agreement);

(ii) the approving opinion of Ahlers & Cooney, P.C., as bond counsel, dated the Closing Date, and included as Appendix B, page B-1 to the Official Statement;

(iii) the Disclosure Counsel Advice Letter of Ahlers & Cooney, P.C., as disclosure counsel ("Disclosure Counsel"), addressed to the County, dated the Closing Date, in form and substance satisfactory to the County;

(iv) the opinion of Ahlers & Cooney, P.C., as bond counsel, addressed to the County, the City and the Underwriter, dated the Closing Date, regarding the defeasance of the Series 2012 Bonds;

(v) the opinion of Dorsey & Whitney LLP ("Special Tax Counsel"), addressed to the County and the Hospital, substantially in the form attached as Appendix B, page B-2 to the Official Statement dated the Closing Date;

(vi) the opinion of Dorsey & Whitney LLP, addressed to the Underwriter and the Piper Sandler & Co., dated the Closing Date;

(vii) the opinion of Dorsey & Whitney LLP, addressed to the County, dated the Closing Date;

(viii) a fully executed Continuing Disclosure Certificate in form and substance satisfactory to the Underwriter;

(ix) a fully executed copy of the Escrow Agreement (the "Escrow Agreement") between the County and UMB Bank, n.a., as escrow agent (the "Escrow Agent");

(x) A verification report relating to the deposits under the Escrow Agreement, to be prepared by Robert Thomas CPA, LLC; and

(xi) a fully executed copy of the County's The Depository Trust Company ("DTC") Blanket Letter of Representations; and the specimen Notes;

(d) the Continuing Disclosure Certificate and the Escrow Agreement, in substantially the forms existing on the date hereof, with such changes therein as may be mutually agreed upon by the parties thereto and the Underwriter, shall have been duly authorized, executed, and delivered by the respective parties thereto and such agreements and all other actions necessary to issue and authorize the Notes shall be in full force and effect on the Closing Date;

(e) all proceedings and related matters in connection with the authorization, issue, sale, and delivery of the Notes shall have been satisfactory to Bond Counsel and Underwriter's Counsel and such counsel shall have been furnished with such papers and information as they may have reasonably requested to enable them to provide the opinions described herein;

(f) the County shall have furnished or caused to be furnished to the Underwriter on the Closing Date a certificate or certificates satisfactory to the Underwriter as to the accuracy of their respective representations and warranties with respect to the transactions related to the issuance of the Notes, as of the date hereof and as of the Closing Date, and as to the performance by them of their respective obligations to be performed at or prior to the Closing Date with respect to the transactions related to the issuance of the Notes and other matters requested by the Underwriter;

(g) the offer and sale of the Notes, shall be exempt from registration under the Securities Act of 1933, as amended; and the Notes shall constitute "municipal securities" within the meaning of the Securities Exchange Act of 1934, as amended. Special Tax Counsel shall have provided an opinion to the Underwriter as to such matters;

(h) the Notes shall be registered or exempt from registration for sale in such states as the Underwriter may designate;

(i) no material adverse change or other development involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects or properties of the County shall occur between the date hereof and the Closing Date, unless the Underwriter is informed of such changes or development in writing by the County; and

(j) at or before the Closing Date, the Notes shall have received a rating from S&P Global Ratings at least equal to "A1."

All proceedings taken at or prior to the Closing Date in connection with the authorization, issue, and sale of the Notes shall be reasonably satisfactory in form and substance to the Underwriter, and the Underwriter shall have been furnished with all such documents, certificates, and opinions as the Underwriter may request to evidence the accuracy and completeness of any of the representations, warranties or statements, the performance of any covenants of the County or the compliance with any of the conditions herein contained.

All such opinions, certificates, letters and documents will be in compliance with the provisions hereof only if they are in all material respects satisfactory to the Underwriter, the County and to counsel for the Underwriter and for the County, as to which all of the Underwriter, the County and such counsel shall act reasonably.

If any conditions of the Underwriter's obligations hereunder to be satisfied prior to the Closing Date are not so satisfied, this Note Purchase Agreement may be terminated by the Underwriter by notice in writing to the County. Notwithstanding the foregoing, the Underwriter may waive in writing compliance by the County of any one or more of the foregoing conditions or extend the time for their performance.

Section 6. Purchase, Sale and Delivery of the Notes. On the basis of the representations, warranties and covenants contained herein, but subject to the terms and conditions herein set forth, the Underwriter agrees to purchase from the County, and the County agrees to sell to the Underwriter, all, but not less than all, of the Notes, for a purchase price of \$13,836,480.00, which is equal to the aggregate principal amount thereof (\$13,920,000.00), less an underwriter's discount of \$83,520.00, plus accrued interest from their date to the date of delivery.

At or before 10:00 A.M., central time, on May 4, 2021, or such other date as may be agreed to by the County and the Underwriter (the "Closing Date"), the County will release to the Underwriter for delivery to The Depository Trust Company ("DTC") in New York, New York, in such form as shall be acceptable to the Underwriter, the Notes, duly executed and authenticated, together with the other documents hereinafter mentioned; and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Notes as set forth in this Section by wire transfer to such account as the County shall designate.

Concurrently with such delivery, the County shall deliver the certificates, reports and documents described herein at the offices of Ahlers & Cooney, P.C., Des Moines, Iowa, bond counsel. Such delivery is referred to herein as the "Closing." The Notes will be delivered as definitive fully registered certificates in denominations as provided in the Resolution, registered in the name of such DTC nominee and in such amounts as the Underwriter may request and shall be deposited with the Trustee not later than one (1) business day prior to the Closing Date, subject to release by the Trustee upon completion of the Closing. The Notes will be available for inspection by the Underwriter at least three (3) business days prior to the Closing Date.

Section 7. Indemnification. The County agrees to indemnify and hold harmless the Underwriter and each person, if any, who controls the Underwriter within the meaning of the Securities Act of 1933, as amended (the "Securities Act"), the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or any applicable state securities law, against any loss, liability, claim, damage or expense (including the reasonable cost of investigating and defending against any claim therefor and counsel fees incurred in connection therewith), joint or several, which may be based upon any statute or at common law, (i) as a result of the failure of the County to obtain any requisite order, approval or authorization of any public body in connection with the issue and sale of the Notes to the Underwriter, or (ii) on the ground that the Preliminary Official Statement or Official Statement, as the same may be amended, includes an untrue

statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading; provided. In no case is the County to be liable with respect to any claim made against the Underwriter or any such controlling person unless the Underwriter or such controlling person shall have notified the County in writing promptly after the summons or other first legal process giving information of the nature of the claim shall have been served upon the Underwriter or such controlling person, but the failure to notify the County of any such claim shall not relieve it from any liability which it may have to the person against whom such action is brought otherwise than on account of the indemnity agreement contained in this paragraph. The County will be entitled to participate at its own expense in the defense or, if it so elects, to assume the defense of any suit brought to enforce any such liability, in which event such defense shall be conducted by counsel chosen by the County and satisfactory to the Underwriter or such controlling person. In the event the County elects to assume the defense for such suit and retain such counsel and to participate in the defense thereof, the Underwriter or any such controlling person shall have the right to employ separate counsel and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the County unless the employment of such counsel has either been specifically authorized by the County or there is a conflict of interest which would prevent counsel for the County from representing both the County and the Underwriter or any such controlling person. The County shall not be liable to indemnify any person for any settlement of any such suit effected without the consent of the County. The indemnity agreement contained in this paragraph shall be in addition to any liability the County may otherwise have.

Section 8. Payment of Costs and Expenses. All costs and expenses incident to the execution and performance of this Note Purchase Agreement and to the sale and delivery of the Notes shall be payable by the County, including, but not limited to: (a) the fees and expenses of Bond Counsel; (b) all costs and expenses incurred in connection with the preparation, printing; and distribution of the Preliminary Official Statement and the Official Statement; (c) the fees and expenses of Disclosure Counsel, Underwriter's Counsel and counsel to the County; (d) all costs and expenses incurred in connection with the preparation and printing of the Notes; (e) fees in connection with the qualification of the Notes for sale and determination of the eligibility for investment under state securities laws; (f) the fees and expenses of the County's financial advisor, if any; and (g) certain other costs incurred by the Underwriter in conjunction with the marketing, sale and issuance of the Notes. The Underwriter understands and agrees that all costs and expenses, regardless of the ultimate consummation of the sale and delivery of the Notes, shall be reimbursed to the County by Ellsworth Municipal Hospital d/b/a Hansen Family Hospital, of Iowa Falls, Iowa, and payment of any fees is subject to and may be delayed to the extent funds are not received from such.

Section 9. Termination. The Underwriter may terminate its obligations hereunder by written notice to the County if, at any time subsequent to the date hereof and on or prior to the Closing the market price or marketability of the Notes, or the ability of the Underwriter to enforce contracts for the sale of the Notes, shall be materially adversely affected by any of the following events:

- (a) *Adverse Legislation, Etc.* Any legislation, ordinance, rule or regulation shall be introduced in, or be enacted or actively considered for enactment by, or be favorably reported out of committee to, or be recommended by the President of the

United States for passage or adoption by, any governmental body, department or agency of the United States of America or any State thereof, or a decision shall be rendered by a court of competent jurisdiction, or any other action or event shall have occurred or transpired, any of which, in the judgment of the Underwriter, has the purpose or effect of:

(i) (ii) requiring the registration of the Notes under the Securities Act of 1933, as amended; or

(iii) changing the federal or Iowa income tax consequences of any of the transactions contemplated in connection herewith; or

(iv) materially adversely affecting the market price of the Notes or the market price generally of obligations of the general character of the Notes.

(b) *Adverse Events.* The market price of the Notes, or the market price generally of obligations of the general character of the Notes, is adversely affected in the judgment of the Underwriter because:

(i) additional material restrictions or actions regarding monetary affairs not in force as of the date hereof shall have been imposed by any national securities exchange or governmental authority with respect to trading in securities generally or extensions of credit by, or net capital requirements of, underwriters generally; or

(ii) a general banking moratorium shall have been established by federal, New York or Iowa authorities;

(iii) a war or escalation of hostilities involving the United States of America shall have been declared or any other national or international calamity shall have occurred or escalated;

(iv) the United States of America shall have defaulted in the payment of principal or interest on any obligation of the U.S. Treasury, or any other action shall have been taken by any government with respect to its legislative or monetary affairs which, in the opinion of the Underwriter, has a material adverse effect on the United States' securities markets or on the market for the Notes; or

(v) general political, economic or market conditions shall have occurred which, in the reasonable opinion of the Underwriter, exercised in good faith, are not satisfactory to permit the sale of the Notes.

(c) an event shall occur which makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Official Statement or which is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein not misleading in any material respect and requires an amendment of or supplement to the Official Statement and the effect of which, in the judgment of the Underwriter, would materially adversely

affect the market for the Notes or the sale, at the contemplated offering prices (or yields), by the Underwriter of the Notes.

Section 10. Failure To Issue Notes. If the purchase of the Notes is not consummated (a) because any condition (except any condition over which the Underwriter has control) to the Underwriter's obligation hereunder as described in Section 5 hereof is not satisfied; or (b) because of any refusal, inability or failure on the part of the County to comply with any of the terms or to fulfill any of the conditions of this Note Purchase Agreement, the County shall remain liable for all the costs, fees and expenses set forth in Section 8 hereof, including, but not limited to, those items indicated in Section 8.

Section 11. Survival of Certain Representations and Warranties. All agreements, covenants, representations and warranties and all other statements of the County and its officials and officers set forth in or made pursuant to this Note Purchase Agreement shall remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of the Underwriter and shall survive the Closing Date and the delivery of and payment for the Notes.

Section 12. Notices. Any notice or other communication to be given to the County under this Note Purchase Agreement may be given by certified mail or by delivering the same in writing to the County at the address shown above, and any notice or other communication given to the Underwriter under this Note Purchase Agreement may be given by delivering the same in writing to the Underwriter at the following address: 928 Grand, 14th Floor, Kansas City, Missouri 64106, Attention: Public Finance: (816) 860-4829, or to such other addresses as one party shall furnish the other in writing for receipt of notice.

Section 13. Miscellaneous. This Note Purchase Agreement is made solely for the benefit of the signatories hereto (including the Underwriter and its successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. Neither the County nor the Underwriter may assign this Note Purchase Agreement. The term "successor" shall not include any holder of any Notes merely by virtue of such holding. All representations, warranties, agreements and indemnities contained in this Note Purchase Agreement shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Underwriter, and shall survive the delivery of and payment for the Notes and any termination of this Note Purchase Agreement. Section headings have been included in this Note Purchase Agreement as a matter of convenience of reference only and are not to be used in the interpretation of any provisions of this Note Purchase Agreement. If any provision of this Note Purchase Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, because it conflicts with any provisions of any constitution, statute, rule of public policy or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Note Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

Section 14. Governing Law. This Note Purchase Agreement shall be governed by the laws of the State of Iowa.

Section 15. Counterparts; Electronic Transactions. This Note Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The transactions described herein may be conducted and this Note Purchase Agreement and related documents may be sent, received and stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

If the foregoing is acceptable to you, please note your acceptance in the space below prior to 5:00 P.M., central time, on the date hereof, whereupon this Note Purchase Agreement shall become a binding contract between us.

Confirmed and accepted as of the date first above written.

UMB BANK, N.A.

By: _____
Scott Crist, Executive Vice President

Accepted and agreed to at ____: ____ ____ .m. this ____ day of _____, 2021.

HARDIN COUNTY, IOWA

By: _____
Chairperson, Board of Supervisors

Attest:

County Auditor

SCHEDULE I

HARDIN COUNTY, IOWA
TAXABLE GENERAL OBLIGATION URBAN RENEWAL
REFUNDING CAPITAL LOAN NOTES
SERIES 2021

MATURITY, PRINCIPAL AMOUNT, AND INTEREST RATE

<u>June 1,</u>	<u>Principal</u>	<u>Interest</u>	<u>Price</u>
2022	\$1,255,000	0.35%	100.00%
2023	1,270,000	0.50%	100.00%
2024	1,280,000	0.70%	100.00%
2025	1,285,000	0.95%	100.00%
2026	1,300,000	1.15%	100.00%
2027	1,315,000	1.40%	100.00%
2028	1,335,000	1.60%	100.00%
2029	1,355,000	1.75%	100.00%
2030	1,380,000	1.90%	100.00%
2031	1,405,000	2.05%	100.00%
2032	740,000	2.15%	100.00%

The Notes maturing after June 1, 2028, may be called for redemption by the County and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot or other random method selected by the Registrar, at a price of par, plus accrued interest to the date of redemption.