

Clarke County Board of Supervisors
September 11, 2023

September 11, 2023 - The Clarke County Board of Supervisors met in regular session on September 11, 2023, at the Clarke County Courthouse with the following members present: Dean Robins, Austin Taylor and Randy Dunbar. Also present, Auditor Janice White, Osceola Sentinel Editor Candra Brooks, Engineer David Carroll and Head Custodian Russell Johnson. Chairman Dean Robins called the meeting to order at 9:00 a.m. Randy Dunbar made a motion to approve the agenda, seconded by Austin Taylor. All Ayes.

MINUTES FOR ISSUANCE OF NOTE

459119-5

Osceola, Iowa

September 11, 2023

The Board of Supervisors of Clarke County, Iowa, met on September 11, 2023, at 9:00 o'clock a.m. at the Courthouse, Osceola, Iowa. The meeting was called to order by the Chairperson, and the roll was called showing the following members of the Board present and absent:

Present: Dean Robins, Austin Taylor, Randy Dunbar

Absent: None.

The Board took up for consideration a resolution authorizing and approving a certain Loan Agreement and providing for the issuance and securing the payment of a General Fund Conservation Note, Series 2023B.

After due consideration and discussion, Supervisor Randy Dunbar introduced the following resolution and moved its adoption, seconded by Supervisor Dean Robins. The Chairperson put the question upon the adoption of said resolution, and the roll being called, the following Supervisors voted:

Ayes: Dean Robins, Randy Dunbar

Nays: Austin Taylor.

Whereupon, the Chairperson declared the resolution duly adopted, as hereinafter set out.

RESOLUTION 23-162

Resolution authorizing and approving a Loan Agreement, providing for the issuance of a \$300,000 General Fund Conservation Note, Series 2023B

WHEREAS, the Board of Supervisors (the "Board") of Clarke County, Iowa (the "County"), heretofore proposed to enter into a General Fund Loan Agreement (the "Loan Agreement") and borrow money in a principal amount not to exceed \$650,000, 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, furnishing and equipping a community center facility (the "Project") for use by the County Conservation Department, and has published notice of the proposed action and has held a discussion meeting thereon on July 10, 2023, and no petition was filed requesting an election be held on the borrowing proposal within 30-days thereafter; and

WHEREAS, the County has determined to split its authority to borrow under the Loan Agreement in two, a General Fund Loan Agreement, Series 2023A with American State Bank and a General Fund Loan Agreement,

Series 2023B (the “Series 2023B Loan Agreement”) with Clarke Electric Cooperative, Inc., Osceola, Iowa (the “Lender”); and

WHEREAS, it is necessary at this time to authorize and approve the Series 2023B Loan Agreement, make provision for the issuance of a General Fund Conservation Note, Series 2023B (the “Series 2023B Note”) in the principal amount of \$300,000, and authorize and approve certain agreements and related documents (the “Loan Documents”) that the Lender has provided to the County in connection with the loan to be made to the County under the Series 2023B Loan Agreement;

NOW, THEREFORE, It Is Resolved by the Board of Supervisors of Clarke County, Iowa, as follows:

Section 1. It is hereby determined that the County shall enter into the Series 2023B Loan Agreement with the Lender in substantially the form which will be placed on file with the County in the principal amount of \$300,000 for the purpose or purposes set forth in the preamble hereof.

The Chairperson and County Auditor are hereby authorized and directed to sign the Series 2023B Loan Agreement on behalf of the County, and the Series 2023B Loan Agreement is hereby approved.

The Chairperson and the County Auditor are hereby authorized to execute and deliver the Series 2023B Note, the Loan Documents and any other necessary documents as required by Bond Counsel and the Lender to effectuate the issuance of the Series 2023B Note.

Section 2. The Series 2023B Note in the principal amount of \$300,000 is hereby authorized to be issued to the Lender. The Series 2023B Note shall be dated as of the date of closing (the “Dated Date”), shall mature on the Maturity Date (as defined in the Series 2023B Note), and shall bear interest at the rate of 0% per annum.

The County Auditor is hereby designated as the registrar and paying agent for the Series 2023B Note and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”

Principal of the Series 2023B Note shall be payable in ten (10) equal annual installments in the amount of \$30,000 each, such installments to be due commencing on the one-year anniversary of the Dated Date, and continuing to and including the Maturity Date.

In addition to the payment of principal of the Series 2023B Note, the County also agrees to pay the Administrative Fee (as defined in the Series 2023B Loan Agreement) in accordance with the terms of the Series 2023B Loan Agreement.

Payment of principal of the Series 2023B 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 payment date and shall be paid by check or draft mailed to the registered owner at the address shown on such registration books; provided, however, that the final installment of principal shall be payable only upon presentation and surrender of the Series 2023B Note to the Paying Agent.

The County reserves the right to prepay principal of the Series 2023B Note in whole or in part at any time prior to and in any order of maturity on terms of par.

The Series 2023B 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 Series 2023B Note shall cease to be such officer before the delivery of the Series 2023B 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 Series 2023B Note shall be fully registered as to principal 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 shall be made only to the registered owner or its legal representatives or assigns. The Series 2023B 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 Series 2023B Note shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 3. The Series 2023B Note and the Series 2023B Loan Agreement shall be in substantially the forms as attached hereto as Exhibit A and Exhibit B, respectively.

Section 4. It is anticipated that closing of the borrowing transaction contemplated herein will be on or around October 17, 2023 provided, however, the Series 2023B 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, upon receipt of the loan proceeds (the "Loan Proceeds"), and all action heretofore taken in connection with the Series 2023B Loan Agreement is hereby ratified and confirmed in all respects. To the extent that the date of closing needs to be adjusted, the County Auditor, 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.

The Loan Proceeds shall be used to pay the costs of the Project and costs of issuance of the Series 2023B Note. Any Loan Proceeds remaining after the full payment of such costs shall be deposited in the General Fund and used to pay principal of the Series 2023B Note as the same becomes due. The County shall hold the Loan Proceeds in a distinct account and shall keep an accurate accounting of the investment and expenditure of such monies and any investment earnings thereon.

Section 5. The Board of Supervisors hereby covenants to appropriate to the General Fund of the County, in each year so long as the Series 2023B Note is outstanding, sufficient funds to pay principal of such Series 2023B Note as such payments become due. The County hereby pledges its General Fund and the revenues from time to time deposited and available therein for the full and prompt payment of the principal of the 2023B Note.

In compliance with Section 331 of the Code of Iowa, it is hereby found that the maximum annual debt service owed on the Series 2023B Note, plus any corresponding amounts owed on other currently outstanding obligations secured exclusively with the General Fund of the County, does not exceed 10% of the last certified General Fund budget of the County.

Section 6. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved September 11, 2023.

EXHIBIT A
SERIES 2023B NOTE
GENERAL FUND CONSERVATION NOTE, SERIES 2023B

\$300,000.00

Date: October 17, 2023

FOR VALUE RECEIVED, the undersigned, on behalf of Clarke County, Iowa with a principal place of business at 100 S. Main, Osceola, Iowa 50213, hereinafter referred to as the "Borrower", hereby promises to pay to the order of Clarke Electric Cooperative, Inc., hereinafter referred to as the "Holder," at 1103 N. Main St., Osceola, Iowa 50213, or such other address as the Holder may designate, the sum of Three Hundred Thousand Dollars (\$300,000.00), without interest, payable as hereinafter provided, until payment hereof as follows:

Equal annual principal payments in the amount of Thirty Thousand Dollars (\$30,000.00), commencing on the one-year anniversary of the date of this Note, and continuing in the same

amount on the same day of every year thereafter, until the entire amount of unpaid principal is paid in full, which shall be on or before the Tenth (10th) anniversary of the date of this Note.

In addition to the principal repayment, the Borrower shall be required to pay an annual administrative fee equal to 1% of the outstanding principal balance, beginning on the first anniversary date of this Note and continuing on each annual anniversary date thereafter until the entire amount of unpaid principal is paid in full.

The Borrower shall be entitled to prepay any portion of this Note without penalty.

Principal and administrative fee payments not paid when due shall draw interest at the rate of 10% per annum. Upon default in payment of any administrative fee, or any installment of principal, the whole amount then unpaid shall become due and payable forthwith, at the option of the Holder without notice. The undersigned, in the case of any default hereon, agrees to pay attorneys' fees and other costs incurred by the Holder.

The Borrower waives demand of payment, notice of non-payment, protest and notice thereof.

This Note has been issued as a part of and in accordance with the holder's revolving loan fund. The Borrower agrees to abide by any rules and regulations regarding said fund.

This Note shall be construed under the laws of the state of Iowa. The Borrower represents that any extension of credit evidenced by this Note is for business purposes and is not part of any consumer credit transaction.

The Borrower has covenanted to appropriate to the General Fund of the Borrower, in each year so long as any of this Note is outstanding, sufficient funds to pay principal of the Note and the annual administrative fee as such payments become due. This Note is not a "General Obligation Bond" as defined in Section 384.24(1) of the Code of Iowa, and this Note is not secured by the levy of an unlimited ad valorem property tax for the direct payment of principal thereof.

This Note is issued pursuant to and in strict compliance with the provisions of Chapter 76 and Chapter 331 of the Code of Iowa, 2023, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the Board of Supervisors of the Borrower, dated August 21, 2023 (the "Resolution"), authorizing and approving the Loan Agreement (as defined in the Resolution) and providing for the issuance and securing the payment of this Note, 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 owner of this Note.

BORROWER:

Clarke County, Iowa

By: _____
Dean Robins – Chairperson

By: _____
County Auditor

EXHIBIT B

SERIES 2023B LOAN AGREEMENT

Date: October 17, 2023

Amount: \$300,000.00

RURAL ECONOMIC DEVELOPMENT LOAN AGREEMENT

THIS LOAN AGREEMENT dated as of the date first written above between Clarke County, Iowa, a government organized and existing under the laws of the State of Iowa (hereafter "County" or "Borrower") and Clarke Electric Cooperative, Inc. of Osceola, Iowa, a cooperative organized and existing under the laws of the State of Iowa, (hereafter "Clarke") sets forth the terms and understandings between Borrower and Clarke regarding a loan (the "Loan") Clarke is making to the Borrower pursuant to 7 C.F.R. Part 1703, Subpart B -- Rural Economic Development Loan and Grant Program (the "Regulations").

Clarke has filed an application, rural development plan, scope of work and other supporting documents (collectively, the "Application Materials") with the United States Government, pursuant to 7 C.F.R. § 1703.22 and § 1703.34 requesting a grant to establish a revolving loan fund to provide local financing for projects that foster economic development in rural areas.

The Government has made the grant to Clarke to initially finance those projects more particularly described in the Letter of Agreement (the "Letter of Agreement") between the Rural Development Administration and Clarke, and which grant funds, upon repayment may be loaned by Clarke for additional projects.

The County has made application to Clarke for a loan from said grant funds in order to construct an instructional and conference center at East Lake Park in Osceola, Iowa (the Project).

Clarke wishes to make a loan to Borrower for the purposes described in Borrower's application.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS HEREIN CONTAINED, Clarke AND BORROWER AGREE AS FOLLOWS:

1. Loan Terms.

- A. Clarke shall lend up to Three Hundred Thousand Dollars (\$300,000) to Borrower, and the proceeds of the Loan shall be used solely: (a) to construct an instructional and conference center at East Lake Park, in Osceola, Iowa (the "Approved Purpose"), as set forth in the Borrower's application to Clarke or (b) to reimburse short-term financing and expenditures for the Approved Purpose. The proceeds of the Loan shall not be used to finance any costs or retire any indebtedness for the Approved Purpose incurred prior to Clarke's receipt of the County's loan application.
- B. Clarke shall advance the proceeds of the Loan to the Borrower at the time of closing.
- C. The Borrower shall repay the Loan in accordance with the Note (as defined herein) to be executed by the Borrower and made payable to Clarke. The Borrower shall begin to repay the Loan on the date set forth in the Note and shall continue paying without interruption until all indebtedness associated with the Loan has been paid in full on or before the tenth anniversary of the date of the first advance of funds under the Note.
- D. The Loan will bear interest as stated in the Note and indebtedness not paid when due will be subject to late charges and other charges provided in the Note described below.
- E. If the Borrower fails to satisfy all conditions, requirements and terms prerequisite to the advance of the proceeds of the Loan from Clarke to the Borrower as set forth in this Loan Agreement before the first anniversary of the date of this Loan Agreement, or such later date as Clarke at its discretion may approve in writing in furtherance of the purposes of the Act, the Loan Commitment shall be considered rescinded.

2. Affirmative Covenants.

- A. Borrower shall execute and deliver its General Fund Conservation Note, Series 2023B (the "Note") to Clarke in the form attached hereto in order to evidence its obligation to repay the Loan by the terms of this Loan Agreement and the Note. Borrower shall pay all indebtedness evidenced by the Note in the manner and at the times described therein.
- B. Borrower shall promptly use the proceeds of the Loan only in the manner and exclusively for the purposes set forth in the Application Materials as previously approved by Clarke and in accordance with the Letter of Agreement between the Rural Business-Cooperative Service and Clarke, and this Loan Agreement and the Regulations (as they may be amended from time to time). No changes may be made in the foregoing without the prior written approval of Clarke and Rural Business-Cooperative Service. Until disbursed by the Borrower for authorized Loan purposes, the Borrower shall deposit the Loan Proceeds in a separate bank account which is fully insured by the Federal Deposit Insurance Corporation.
- C. Borrower shall return to Clarke as a prepayment on the Note all proceeds of the Loan, including any interest earned on the proceeds of the Loan, which have not been expended by Borrower for authorized Loan purposes before the second anniversary of the date of the advance of the proceeds of the Loan from Clarke to Borrower, or such later date as Clarke at its discretion may approve in writing.
- D. Borrower shall make all payments on the Note by using a reasonable method of payment specified by Clarke.
- E. Borrower agrees to provide to Clarke (a) an itemized list with attached invoices, receipts, bills of sale, and other evidence that shows the expenditures made on the Project for the Approved Purpose using the proceeds of the Loan and (b) a signed certification from an authorized official of Borrower to the effect "I certify that the proceeds of the Rural Economic Development Loan from Clarke were expended on the approved purposes shown on this list and the attached invoices, receipts, bills of sale, and other evidence represent the items shown on this list." Such invoices, receipts, bills of sale, and other evidence must at least total the amount of funds that have been provided to Borrower using the proceeds of the Loan. The certified list must be provided upon completion of the Project, or by the first anniversary of the date of the advance of funds to Borrower, whichever occurs first. If all funds have not been expended by the first anniversary, Borrower must provide to Clarke a certified list of current expenditures and a statement of its intended expenditure schedule. Upon completion of the Project, Borrower must provide to Clarke a final certified list of the expenditures, including the attachments.
- F. Borrower shall permit Clarke officials and officials of Rural Business-Cooperative Service to inspect and copy its records about the Project during regular business hours. Representatives of Clarke and Rural Business-Cooperative Service may inspect the Project itself during regular business hours. Borrower shall also provide Clarke with a copy of its audited financial statements each year.
- G. Borrower shall comply with the Regulations, as they may be amended from time to time, including, without limitation, any federal regulations or federal statutes which the Regulations identify as being applicable to activities contemplated by the Application Materials or this Loan Agreement.
- H. So long as the Borrower remains obligated to Clarke under the terms of any financial assistance previously or subsequently extended under the Act, Borrower shall fully perform all obligations to Clarke which Borrower has undertaken concerning such assistance.

- I. Upon completion of the Project, Borrower shall provide to Clarke and the Government a Management Representation Letter, a copy of which is attached hereto as Exhibit "A," typed on the Borrower's letterhead and duly executed by an authorized officer of the Borrower.
 - J. The Borrower shall complete the certification form, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions, attached hereto as Exhibit "B." In addition, Borrower shall ensure that the certification form is completed by all applicable parties in conjunction with any lower-tier transactions involving the Project.
3. Negative Covenant.

Borrower shall not enter into or request Clarke to approve any agreements which would permit third parties to fund, develop, manage, own, lease or operate the Project in a manner that would violate the Regulations or this Loan Agreement if the Borrower were to undertake such activity in its own name.

4. Representations and Warranties.

The Borrower represents and warrants that on and as of the date first set forth above:

- A. The Borrower has been duly organized and is validly existing as a County Government under the laws of the State of Iowa, with the power and authority to perform its obligations under this Loan Agreement, the Note and the Regulations.
- B. This Loan Agreement and the Note have been duly authorized, executed and delivered by the Borrower and such documents constitute the legal and binding agreements of the Borrower, enforceable against the Borrower in accordance with their respective terms, subject to (i) applicable laws of general application relating to or affecting creditors' rights generally and (ii) the application of general principles of equity regardless of whether such enforceability is considered in a proceeding in equity or at law.
- C. The execution or the delivery by the Borrower of this Loan Agreement and the Note; the consummation of the transactions contemplated herein or therein; and the fulfillment by the Borrower of the terms hereof or thereof, do not conflict with or violate, result in a breach of or constitute a default under any term or provision of the organizational documents of the Borrower or any law or regulation or any order now applicable to the Borrower of any court, regulatory body having jurisdiction over the Borrower, or the terms of any indenture, deed of trust, mortgage, note, note agreement or instrument to which the Borrower or any of its properties is bound. The Borrower has not received any notice from any other party to any of the foregoing that a default has occurred or that any event or condition exist that with the giving of notice or lapse of time or both would constitute such a default.
- D. No approval, authorization, consent, order, registration, filing, qualification, license or permit of or with any state or federal court or governmental agency or body having jurisdiction over the Borrower is required by the Borrower for the consummation by the Borrower of the transactions contemplated by this Loan Agreement and the Note except such as have been obtained.
- E. There is no pending or threatened action, suit or proceeding before any court or governmental agency, authority or body or any arbitrator concerning the Borrower, this Loan Agreement, or the Note which, if adversely determined, would have a material adverse effect on the Borrower's ability to perform its obligations under this Loan Agreement or the Note.

- F. All information, reports and other papers and data furnished to Clarke by the Borrower concerning the application of the Borrower for the Loan were, at the time the same were so furnished, complete and correct in all material respects to the extent necessary to give Clarke a true and accurate knowledge of the subject matter and no document furnished or other written statement made to Clarke in connection with the Loan contains any untrue statement of a fact material to the financial condition of the Borrower or the Project or omits to state such a material fact necessary in order to make the statements contained therein not misleading.
- G. The Borrower has reviewed the Regulations and understands and accepts the requirements which the Regulations impose upon it.
- H. The Borrower does not expect or intend the Project to result primarily in the transfer of any existing employment or business activity from one area to another.
- I. The Note shall be a general fund obligation of the County, payable from its General Fund. The Note is not directly secured by or payable from the levy of an unlimited ad valorem property tax.

5. Default.

- A. Upon the occurrence of an event of default as defined in this Loan Agreement, the holder of the Note may declare all or any portion of the indebtedness arising under this Loan Agreement, including indebtedness evidenced by the Note, to be immediately due and payable and may proceed to enforce its rights under this Loan Agreement and the Note.
- B. As used in this Loan Agreement, the term "event of default" shall mean the occurrence of any of the following:
 - (1) Any principal installment or the Administrative Fee (as defined herein) is not paid within ten (10) days of the date on which it is required to be made, whether by acceleration or not;
 - (2) Failure, inability or unwillingness of the Borrower to carry out or comply with, or cause to be carried out or complied with, the specific undertakings described in the Application Materials;
 - (3) Any representation or warranty made by the Borrower herein, in the Application Materials, or in any certificate or report furnished by or on behalf of the Borrower about any of the foregoing shall prove to be false, incomplete or incorrect in any material respect;
 - (4) Default shall be made in due observance or performance of any of the covenants, conditions or agreements of the Borrower, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Borrower by the holder of the Note;
 - (5) An event of default shall have occurred and be continuing under any mortgage or security agreement of the Borrower which secures any form of financial assistance heretofore or hereafter furnished to the Borrower by Clarke;
 - (6) Commencement of a case in bankruptcy by or against the Borrower;
 - (7) Application for appointment of a receiver for, making a general assignment for the benefit of creditors by, or insolvency of the Borrower; or

(8) Violation of the Regulations in any material respect, by trustees or other officials, employees or agents of the Borrower, and such violation shall continue for a period of thirty (30) days without being rectified to the satisfaction of Clarke after written notice specifying such default and requiring the same to be rectified has been given by Clarke to the Borrower.

6. Miscellaneous.

A. Every right or remedy herein conferred upon or reserved to the holder of the Note shall be cumulative and shall be in addition to every other right and remedy now or hereafter existing at law or in equity, or by statute or regulation.

B. The invalidity of any one or more phrases, clauses, sentences, paragraphs or provisions of this Loan Agreement shall not affect the remaining portions hereof.

C. In the event that Clarke shall sell the Note to an insured purchaser, Clarke and not the insured purchaser, shall be considered to be, and shall have the rights of, the holder of the Note for purposes of this Loan Agreement.

D. This Loan Agreement is entered into between the parties concerning a loan which Clarke is making to the Borrower to promote rural economic development and job creation projects. Accordingly, so long as Clarke shall, under the terms of this Loan Agreement, be the holder of the Note, this Loan Agreement and the Note shall each be governed by and construed in accordance with the laws of the United States and the Regulations.

E. The Regulations permit Clarke to collect an administrative fee (the "Administrative Fee") from the Borrower equal to 1 percent per annum, calculated based on the outstanding principal balance. This fee will be collected annually as set forth in the Note.

IN WITNESS WHEREOF, Clarke County, Iowa, as Borrower, has caused this Loan Agreement to be signed in its name and its seal to be hereunto affixed and attested by its duly authorized officials thereunto, and Clarke Electric Cooperative, Inc., has caused this Loan Agreement to be duly executed in its behalf, all as of the day and year first written above.

BORROWER
Clarke County, IOWA

(SEAL)

By _____
Dean Robins, Chairperson

ATTEST:

County Auditor

CLARKE ELECTRIC COOPERATIVE, INC.

(SEAL)

By _____
Ed White, Board President

ATTEST:

Marne Kelso, Secretary

Res 23-163 - Moved by Randy Dunbar, seconded by Austin Taylor:

WHEREAS, as per Chapter 28E of the 2023 Code of Iowa, the County of Clarke and County of Warren, Iowa, desire to enter into an agreement whereby joint services shall be agreed to for mutual advantage in regard to Boundary Roads Maintenance; and,

WHEREAS, the County of Warren has prepared said agreement with Clarke County and both parties have examined and agreed to its intent;

NOW, THEREFORE, BE IT RESOLVED that the 28E Agreement between Clarke County and Warren County, in regard to maintenance responsibilities and duties of boundary roadways within and adjoining Clarke County and Warren County be approved and the Board be authorized to sign the agreement on behalf of Clarke County.

Vote was: "Ayes": Dean Robins, Austin Taylor and Randy Dunbar. "Nays": None.
ACCEPTED AND APPROVED this 11th day of September, 2023.

Engineer Carroll left at 9:04 a.m.

Res 23-164 - Moved by Austin Taylor, seconded by Randy Dunbar, per recommendation of Sheriff Kovacevich, to approve hiring Michael Fotiadis as a full-time jailer, effective September 4, 2023.

Vote was: "Ayes": Dean Robins, Austin Taylor and Randy Dunbar. "Nays": None.
Signed this 11th day of September, 2023.

Res 23-165 - Moved by Randy Dunbar, seconded by Austin Taylor to approve and sign Water Service Agreement for cooling and heating equipment with CHEMSEARCH.

Vote was: "Ayes": Dean Robins, Austin Taylor and Randy Dunbar. "Nays": None.
Signed this 11th day of September, 2023.

Custodian Johnson left at 9:12 a.m.

Res 23-166 - Moved by Austin Taylor, seconded by Randy Dunbar to approve and sign an Amendment for Unified Backup Services with Access Systems.

Vote was: "Ayes": Dean Robins, Austin Taylor and Randy Dunbar. "Nays": None.
Signed this 11th day of September, 2023.

Res 23-167 - Moved by Austin Taylor, seconded by Randy Dunbar to approve payment of claims submitted from September 7, 2023 through September 11, 2023.

Vote was: "Ayes": Dean Robins, Austin Taylor and Randy Dunbar. "Nays": None.
Signed this 11th day of September, 2023.

Fund Totals for Claims as Follows:

0001 GENERAL BASIC FUND	79,085.34
0011 RURAL SERVICES BASIC FUND	3,312.37
0020 SECONDARY ROAD FUND	274,934.92
4000 EMERGENCY MANAGEMENT FUND	109.94
4100 ASSESSOR	634.23

Having no other agenda items, Austin Taylor made a motion to adjourn, seconded by Randy Dunbar. All Ayes. Meeting adjourned at 11:30 a.m.

Signed: Dean Robins, Chairman

Attest: Janice M. White, Auditor