

PROCEEDINGS OF THE
MARTIN COUNTY BOARD OF COMMISSIONERS
TUESDAY, NOVEMBER 19, 2019
@ 9:00 A.M.

The regular meeting of the Martin County Board of Commissioners was called to order at 9:00 a.m. by Chairwoman Kathy Smith. Commissioners present were Kathy Smith, Elliot Belgard, Steve Flohrs, Richard Koons, and Tom Mahoney. Also present were Scott Higgins, Martin County Coordinator, Jessica Korte, Martin County Auditor/Treasurer, Terry Viesselman, County Attorney, Jason Sorensen, Sentinel Newspaper, Rod Halvorsen, City of Lakes Media, Julie Walters, Administrative Assistant, and members of staff and public.

The Pledge of Allegiance was recited.

Motion by Commissioner Mahoney, seconded by Commissioner Belgard, Be It Resolved that the Martin County Board of Commissioners, hereby approve the agenda for the November 19, 2019, regular Board of Commissioners meeting with the following deletions: 4.1 Review and Approve Minutes from the regular Board of Commissioners meeting for November 5, 2019; and 5.1 Introduction of New Employee – Dixie Murphy, County Attorney’s Office. Carried unanimously.

Dustin Benes, Martin SWCD District Technician, presented the proposed 2020 Aquatic Invasive Species (AIS) Prevention Plan for Martin County. Benes noted the AIS allocation of funds is derived by the number of launch sites and trailer parking spaces at each launch site in the County and that total funds Martin County would receive is \$94,033.00.

Motion by Commissioner Koons, seconded by Commissioner Belgard, Be It Resolved that the Martin County Board of Commissioners, hereby approve and adopt the 2020 Aquatic Invasive Species Prevention Plan for Martin County. Carried unanimously.

Terry Viesselman, County Attorney, was present to review revisions and clarifications of grammar to the current Prosecution Contract in effect with the City of Fairmont and recommends approval. Revisions and clarifications of grammar include:

- The term was changed from six (6) months to five (5) years, with annual automatic renewals thereafter. Either party may terminate upon 90 days’ notice.
- Rather than an hourly rate, the charge would be \$75,000 per year plus expenses (includes escalation charge of 2.5% per year).
- The City would provide two parking places for the County Attorney’s Office in the parking lot located next to the County Attorney’s Office.
- The County Attorney’s Office will provide quarterly reports to the City upon request and will meet with the City Administrator annually to evaluate the services provided under the Agreement.
- The City will be billed monthly.
- Miscellaneous Provisions including: Civil Forfeitures, Subcontracting, Assignment, Independent Contractor Status, Insurance, Standard of Care, Voluntary and Knowing

Action, Authorized Signatories, Notices, Dispute Resolution, Non-Discrimination, No Waiver, Headings and Captions, and Survivability.

After discussion,

Motion by Commissioner Flohrs, seconded by Commissioner Belgard, Be It Resolved that the Martin County Board of Commissioners, after review and consideration of the proposed revisions to the current Prosecution Contract with the City of Fairmont, hereby approve revisions to the current Prosecution Contract with the City of Fairmont for a period of five (5) years commencing December 1, 2019, and shall renew for one (1) year terms on the same terms and conditions unless modified, at an annual rate of \$75,000.00 per year plus reimbursement for out of pocket expenses incurred for furnishing prosecution services pursuant to this contract, and shall include escalation charge of 2.5% annually. Carried unanimously.

Kevin Peyman, County Engineer, was present to provide a Highway Department Update including an updated CY2020 Road and Bridge and Park Preliminary Budget including increased 2020 State Aid Allotment over what was estimated in his original budget request and that the Highway levy request could be reduced by \$35,000 without any reductions to the Highway Department's budget; currently working on county line road bridge and cleaning up back slopes. Peyman noted it won't be completely done but the driving surface will be so the barricades will be pulled and it will be opened for the winter and then they'll have to come back in the spring; this is the time of year where we do our bridge inspections for the county roads and the township bridges so we're trying to get that done at the same time with the construction going on and we're a little over half done with those; and that 2019 was a good revenue year for Martin County Parks.

Pam Flitter, Martin County Zoning Official, presented a list of Martin County Septic Loans for the year 2019 for certification and assessments to property taxes for those listed in the amount of \$58,699.69. Flitter noted that one of the loans on the list has been approved; however, is not yet complete with signatures and should be complete by the end of the year.

After Board consideration, review and discussion,

Motion by Commissioner Belgard, seconded by Commissioner Koons, Be It Resolved that the Martin County Board of Commissioners, being presented the listing of the 2019 Martin County Septic Loans in the amount of \$58,699.69 to be certified and assessed to the respective properties effective 2020 as follows; and is contingent upon required loan signatures.

Loans granted during 2019 through the Martin County ISTS Loan Program. Apply the principal and interest to tax statements as a special assessment.

	Name	Parcel Number	Loan %	Loan Years	System Cost (including fees)	Landowner's Contribution	Grant Dollars	Loan Amount
1	Rathman, Susan & Todd	08.020.0225	4	10	\$ 18,893.47	\$ 225.00	\$ -	\$ 18,668.47
2	Kotewa, Darold & Elisa	16.028.0150	2	10	\$ 22,683.86	\$ -	\$ 2,500.00	\$ 20,183.86
3								\$ -
4								\$ -
5								\$ -
Grand Totals:					\$ 41,577.33		\$ 2,500.00	\$ 38,852.33
Average Septic System Cost:					\$ 20,788.67			

If you have questions, or if you need to review any of the loan files which are stored in the Planning & Zoning Department, please contact us. Signed loan documents were recorded in the Martin County Recorder's Office for each of these loans.

The system listed below has been installed in 2019. Loan in process; awaiting final paperwork; and not yet recorded.

	Name	Parcel Number	Loan %	Loan Years	System Cost Estimate (including fees)	Landowner's Contribution	Grant Dollars**	Possible Loan Amt
1	Cheever, CJ & DeBoer, Tres	18.026.0650	4	10	\$ 20,072.36	\$ 225.00	\$ -	\$ 19,847.36

Carried unanimously.

Flitter continued that annually the County Board sets the interest rate for the Martin County Septic Loan Program and that current interest rates are 2% and 4% dependent upon the applicant's household income. Flitter recommends no change in interest rates for 2020.

Motion by Commissioner Mahoney, seconded by Commissioner Flohrs, Be It Resolved that the Martin County Board of Commissioners, having the authority to adjust the interest rates charged for the Martin County Septic Loan Program, after review and consideration, hereby approve the rate of 2% and 4% (no change from 2019) annual interest to be charged accordingly per the income level of the applicants as described by the Martin County ISTS Loan Program for CY2020, effective January 1, 2020. Carried unanimously.

Scott Higgins, Martin County Coordinator, noted Martin County's Jail Food Service contract is up for renewal December 31, 2019, and the County had advertised for bids for proposals for inmate food service to the Martin County Jail with at least two hot meals per day for the period of two years covering January 1, 2020, through December 31, 2021. Bids were received, opened, and reviewed as follows:

<u>Bid Received From</u>	<u>Bid Amount</u>
Hy-Vee Inc. Fairmont, MN	\$5.35 Daily and Sack Lunch \$8.00 Weekend and Holiday meals \$2.75 Snacks

Motion by Commissioner Flohrs, seconded by Commissioner Koons, to approve and authorize Board Chair to sign resolution for \$5.35 per meal for at least two hot meals per day with Hy-Vee Inc. Fairmont, MN:

R#47/'19

RESOLUTION

ACCEPTING AND AWARDING BID FOR INMATE FOOD SERVICE FOR THE MARTIN COUNTY JAIL for TWO YEAR PERIOD
JANUARY 1, 2020 to DECEMBER 31, 2021

WHEREAS, pursuant to an advertisement for bids for proposals for Inmate Food Service to the Martin County Jail; and

WHEREAS, bids were received on a per meal basis for the period of two years covering January 1, 2020 through December 31, 2021; and

WHEREAS, bids were received, opened, and reviewed, and the following bids were received complying with the advertisement:

BIDDER

1. HyVee Inc. Fairmont, MN

BASE BID

\$5.35 per meal

WHEREAS, it appears the low bid is from HyVee Inc. of Fairmont, MN, and after having carefully reviewed each bid proposal, the Board believes that the bid proposal from HyVee Inc. of Fairmont, MN meets the bid expectations and requirements.

NOW THEREFORE BE IT RESOLVED on a motion by Commissioner Flohrs, seconded by Commissioner Koons,

1. That the Martin County Board of Commissioners after due considerations of the bids received, approves and authorizes the Chair to sign the necessary Food Service contracts with HyVee Inc. of Fairmont, MN, on behalf of Martin County for the above referenced Inmate Food Service to the Martin County Jail according to the plans and specifications therefore approved by the County Board of Commissioners and on file in the office of the County Coordinator in the amount of \$5.35 per meal,

ADOPTED by the Martin County Board of Commissioners this 19th day of November, 2019.

BOARD OF COMMISSIONERS
MARTIN COUNTY, MN

Kathy Smith, Board Chair

ATTEST: _____
Scott Higgins, County Coordinator

Roll Call AYES: Commissioners Belgard, Mahoney, Koons, Flohrs, and Smith. NAYS: None. Resolution duly passed and adopted this 19th day of November, 2019.

Higgins noted Minnesota Statutes require that bids be taken for Official County Newspaper for the publication of notices, board minutes, etc. Higgins went on to note advertisement for bid was published and bid information sent to the four newspapers in Martin County. Higgins also noted bids were due Monday, November 18, 2019, by 4:00 p.m. with bids to be opened during the regular Board of Commissioners meeting on Tuesday, November 19, 2019. Bids were received from the Truman Tribune, Photo Press, and the Sentinel. Higgins noted per information received the bid from the Truman Tribune appears to be late in that the bid was not received until this morning – Tuesday – November 19, 2019; and that the County Attorney will be advising the Board on this matter. Higgins also noted no action will be taken today and that the Official Legal Newspaper bid will be awarded at the first commissioners meeting in January 2020.

Fairmont Sentinel	Bid Price
Publication of Delinquent Tax List	\$8.10
Publication of Official Board Proceedings	\$5.25
First Publication of Financial Statement	\$3.50 + \$425 for 8,000 Overrun
Second Publication of Financial Statement as an insert to a newspaper	\$0.05
Subscribers residing in Martin County	3,450 Sentinel 4,500 Sentinel Plus
Photo Press	Bid Price
Publication of Delinquent Tax List	\$5.00
Publication of Official Board Proceedings	\$4.75
First Publication of Financial Statement	\$4.75
Second Publication of Financial Statement as an insert to a newspaper	\$0.05
Subscribers residing in Martin County	10,376
Truman Tribune	Bid Price
Publication of Delinquent Tax List	\$5.00
Publication of Official Board Proceedings	\$4.75
First Publication of Financial Statement	\$4.75 plus cost of printing
Second Publication of Financial Statement as an insert to a newspaper	\$0.065
Subscribers residing in Martin County	865

Higgins noted annually the Board reviews Citizen Advisory Boards/Commissions for (re)appointments for those terms expiring. Martin County Boards and Advisory Committees with member terms ending December 31, 2019 include:

- Martin County Library Board – Ned Koppen (Fairmont Citizen Rep) and Jane Burkhardt (District #5 Rep) terms will expire December 31, 2019, and are not eligible to serve an additional term. Kristin Olson is interested and willing to serve as Fairmont Citizen Rep and Laura Kramer is interested and willing to serve as District #5 Rep. Cheri Drever is interested and willing to serve as the new Board Member At Large.

- Extension Committee – Rita Matjeka (District #5 Rep) and Lisa Wedel (District #1 Rep) terms will expire December 31, 2019. Both Matjeka and Wedel are eligible and willing to serve an additional term.
- Planning Commission – Robbin Celander, Jon Eversman, and Lowell Spee’s terms will expire December 31, 2019. All three are eligible and willing to serve an additional term.
- EDA Commission – Steve Fosness and Elliot Belgard’s terms will expire December 31, 2019. Both are eligible and willing to serve an additional term.

After review,

Motion by Commissioner Koons, seconded by Commissioner Belgard, Be It Resolved that the Martin County Board of Commissioners, hereby approve the (re)appointments to the Martin County Library Board: Kristin Olson (Fairmont Citizen Rep), Laura Kramer (District #5 Rep), and Cheri Drever (new At Large Rep) with terms ending December 31, 2022. Carried unanimously.

Motion by Commissioner Belgard, seconded by Commissioner Flohrs, Be It Resolved that the Martin County Board of Commissioners, hereby approve the (re)appointments to the Extension Committee: Rita Matjeka (District #5 Rep) and Lisa Wedel (District #1 Rep) with terms ending December 31, 2022. Carried unanimously.

Motion by Commissioner Mahoney, seconded by Commissioner Koons, Be It Resolved that the Martin County Board of Commissioners, hereby approve the (re)appointments to the Planning Commission: Robbin Celander, Jon Eversman, and Lowell Spee with terms ending December 31, 2022. Carried unanimously.

Motion by Commissioner Koons, seconded by Commissioner Flohrs, Be It Resolved that the Martin County Board of Commissioners, hereby approve the (re)appointments to the Martin County EDA Commission: Steve Fosness and Elliot Belgard with terms ending December 31, 2022. Carried unanimously.

Jessica Korte, Martin County Auditor/Treasurer, reviewed the FY2020 Snowmobile Maintenance Grant Agreement for Prairieland Trail. Korte noted the Blizzard Snowmobile Club has been awarded \$40,400.32 (\$42,904.62 for FY2019 that included a one-time increase) and is effective July 1, 2019, through June 30, 2020. Korte went on to note that funding is to be used for the maintenance grooming of the trail for snowmobile use.

Motion by Commissioner Mahoney, seconded by Commissioner Belgard,

R-#48/'19

RESOLUTION AUTHORIZING
FY2020 SNOWMOBILE MAINTENANCE GRANT AGREEMENT
FOR PRAIRIELAND TRAIL

WHEREAS, this agreement is made between the State of Minnesota and Martin County as it relates to the establishment of the Prairieland Trail, and

WHEREAS, Martin County desires to establish, construct, and maintain public trails; and

WHEREAS, the Minnesota Trails Assistance Program provides grants to local units of government for the construction and maintenance of recreational trails pursuant to the Minnesota Statutes, Chapter 84.83; and

WHEREAS, the Blizzard Snowmobile Club on behalf of Martin County, has submitted the application and resolution by the local government authorizing the proposed trails; and

NOW THEREFORE BE IT RESOLVED, that the Martin County Board of Commissioners approve and authorize the Board Chair and/or Auditor/Treasurer to sign the Minnesota Trail Assistance Program FY2020 Grant Agreement in the amount of \$40,400.32 with an effective date of July 1, 2019 and expiration date of June 30, 2020.

Motion by Commissioner Mahoney, seconded by Commissioner Belgard, and was duly passed and adopted this 19th day of November, 2019.

BOARD OF COMMISSIONERS
MARTIN COUNTY, MN

Kathy Smith, Board Chair

ATTEST: _____
Scott Higgins, County Coordinator

Roll Call AYES: Commissioners Flohrs, Koons, Belgard, Mahoney, and Smith. NAYS: None. Resolution duly passed and adopted this 19th day of November, 2019.

Bill Fahey, Northland Securities, was present to review Martin County's AA/Stable long-term credit rating for 2019A General Obligation (GO) Courthouse Bonds. Fahey noted that while Martin County continues to demonstrate strong budgetary performance which has led to continued reserves and liquidity levels, S&P's assessment of the County's economy now reflects continued population declines, which the County attributes to an aging population due to an increase in the County's retirement-age population. However, officials do indicate that building permits have been on the rise, which they expect may be a sign of a decrease in the rate of the decline.

George Eilertson, Northland Securities, was present to review Bond Sale Results of General Obligation Courthouse Bonds, Series 2019A, including:

- Bonds purchased by Robert S. Baird & Co., Inc.
- Par Amount of the Bonds - \$1,875,000

- Term/Structure of the Bonds – the Bonds were structured around the County’s outstanding General Obligation Refunding Bonds, Series 2014B.
- Call Date of the Bonds – December 15, 2028
- Average Coupon of the Bonds – 2.36%
- True Interest Cost of the Bonds – 2.19%

Eilertson presented a resolution awarding the sale of General Obligation Courthouse Bonds, Series 2019A, in the original aggregate principal amount of \$1,875,000.

Motion by Commissioner Flohrs, seconded by Commissioner Belgard,

RESOLUTION NO. R-#46/19

RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION COURTHOUSE BONDS, SERIES 2019A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,875,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT

BE IT RESOLVED By the Board of Commissioners (the “Board”) of Martin County, Minnesota (the “County”) as follows:

Section 1. Sale of Bonds.

1.01. Authorization.

(a) The County is authorized by Minnesota Statutes, Section 375.18, subdivision 3, as amended, and Minnesota Statutes, Chapter 475, as amended (collectively, the “Act”), to issue general obligation bonds to finance the costs of the erection, furnishing and maintenance of a suitable courthouse. Pursuant to a resolution adopted by the Board on October 1, 2019, the County gave preliminary approval to the sale of general obligation bonds in the approximate aggregate principal amount of \$1,940,000 to finance the replacement of the copper dome and the roofing on the Martin County Courthouse (the “Project”).

(b) Pursuant to the Act, no indebtedness will be created for a courthouse in excess of an amount equal to a levy of 0.04030% of the estimated market value of property in the County (\$4,814,136,200) and no election is required.

(c) It is necessary and expedient to the sound financial management of the affairs of the County to issue its General Obligation Courthouse Bonds, Series 2019A (the “Bonds”), in the original aggregate principal amount of \$1,875,000, pursuant to the Act, in order to finance the Project.

1.02. Award to the Purchaser and Interest Rates. The proposal of Robert W. Baird & Co., Inc., Milwaukee, Wisconsin, as syndicate manager (the “Purchaser”), to purchase the Bonds is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$1,906,254.01 (par amount of \$1,875,000.00, plus original issue premium of \$69,455.85, less original issue discount of \$5,131.05, less underwriter’s discount of \$33,070.79), plus accrued interest, if any, to date of delivery, for Bonds bearing interest as follows:

<u>Year of Maturity</u>	<u>Interest Rate</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
2022	3.000%	2028	3.000%
2023	3.000	2030*	2.000
2024	3.000	2032*	2.125
2025	3.000	2034*	2.250
2026	3.000	2036*	2.250
2027	3.000		

**Term Bond*

True interest cost: 2.1986753%

1.03. Purchase Contract. Any reoffering premium, unused discount and any rounding amount shall be credited to the Construction Fund hereinafter created, as determined by the County Auditor/Treasurer of the County in consultation with the County’s municipal advisor. The County Auditor/Treasurer is directed to deposit the good faith check of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith checks of the unsuccessful proposers forthwith. The Chair and County Auditor/Treasurer are directed to execute a contract with the Purchaser on behalf of the County.

1.04. Terms and Principal Amounts of Bonds. The County will forthwith issue and sell the Bonds to the Purchaser pursuant to the Act in the total principal amount of \$1,875,000. The Bonds will be originally dated the date of delivery, issued in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as above set forth and maturing serially on December 15 in the years and amounts as follows:

<u>Year of Maturity</u>	<u>Amount</u>	<u>Year of Maturity</u>	<u>Amount</u>
2022	\$ 5,000	2028	\$ 130,000
2023	110,000	2030*	270,000
2024	110,000	2032*	285,000
2025	115,000	2034*	295,000
2026	120,000	2036*	310,000
2027	125,000		

**Term Bond*

1.05. Combined Maturities. For the purposes of complying with Minnesota Statutes, Section 475.54, Subdivisions 1 and 2, the County hereby combined the maturities of the Bonds (including mandatory sinking fund installments, if any) with the County’s General Obligation Crossover Refunding Bonds, Series 2014B.

1.06. Optional Redemption. The County may elect on December 15, 2028, and on any day thereafter to prepay Bonds due on or after December 15, 2029. Redemption may be in whole or in part and if in part, at the option of the County and in such manner as the County will determine. If less than all Bonds of a maturity are called for redemption, the County will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

1.07. Mandatory Redemption; Term Bond. The Bonds maturing on December 1, 2030, December 1, 2032, December 1, 2034, and December 1, 2036 shall hereinafter be referred to as the “Term Bonds.” The principal amount of the Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemption of such Term Bonds in such order as the City shall determine. The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on December 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

<u>December 1, 2030 Term Bond</u>	<u>Principal Amount</u>
2029	\$ 135,000
2030*	135,000

* *Maturity*

<u>December 1, 2032 Term Bond</u>	<u>Principal Amount</u>
2031	\$ 140,000
2032*	145,000

* *Maturity*

<u>December 1, 2034 Term Bond</u>	<u>Principal Amount</u>
2033	\$ 145,000
2034*	150,000

* *Maturity*

<u>December 1, 2036 Term Bond</u>	<u>Principal Amount</u>
2035	\$ 155,000
2036*	155,000

* *Maturity*

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of a Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on December 15 and June 15 of each year, commencing December 15, 2020, to the registered owners of record thereof as of the close of business on the last day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The County will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the County and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of the Bonds and the registration of transfers of the Bonds entitled to be registered or transferred.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, a new Bond of a like principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the last day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. The Bond surrendered upon transfer will be promptly cancelled by the Registrar and thereafter disposed of as directed by the County.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The County and the Registrar may treat the person in whose name the Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes and payments so made to the registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer of the Bond, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer.

(h) Mutilated, Lost, Stolen or Destroyed Bond. If the Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for a Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the County and the Registrar must be named as obligees. The Bond so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the County. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The Board appoints Northland Trust Services Inc., Minneapolis, Minnesota, as the initial Registrar. The Chair and the County Auditor/Treasurer are authorized to execute and deliver, on behalf of the County, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The County agrees to pay the reasonable and customary charges of the Registrar for the services performed. The County reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Board, the County Auditor/Treasurer or a designee must transmit to the Registrar monies sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the County Auditor/Treasurer and executed on behalf of the County by the signatures of the Chair and the County Auditor/Treasurer, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the County Auditor/Treasurer will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form set forth in EXHIBIT B.

3.02. Approving Legal Opinion. The County Auditor/Treasurer is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and to cause the opinion to accompany the Bonds.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds will be payable from the General Obligation Courthouse Bonds, Series 2019A Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered and maintained by the County Auditor/Treasurer as a

bookkeeping account separate and apart from all other funds maintained in the official financial records of the County. The County Auditor/Treasurer will deposit in the Debt Service Fund ad valorem taxes hereinafter levied for the Project and capitalized interest financed from Bond proceeds (the "Taxes").

4.02. Construction Fund. The County hereby creates the General Obligation Courthouse Bonds, Series 2019A Construction Fund (the "Construction Fund"). Proceeds of the Bonds, less the appropriations made in Section 4.01 hereof, together with any other funds appropriated for the Project, will be deposited in the Construction Fund to be used solely to defray expenses of the Project and to pay costs of issuance. There is also appropriated to the Construction Fund (i) amounts over the minimum purchase price of the Bonds paid by the Purchaser, and (ii) reoffering premium. When the Project financed with the proceeds of the Bonds is completed and the cost thereof paid, the Construction Fund is to be closed and any balance therein, if not allocated to another project in accordance with the Act, shall be deposited in the Debt Service Fund.

4.03. Pledge of Taxes. For the purpose of paying the principal of and interest on the Bonds, there is levied a direct annual irrevocable ad valorem tax upon all of the taxable property in the County to be spread upon the tax rolls and collected with and as part of other general taxes of the County. The Taxes will be credited to the Debt Service Fund above provided and will be in the years and amounts as described on EXHIBIT C attached hereto. The County may use other available revenues to reduce the tax levy.

4.04. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the County will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the County which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

4.05. Certification to County Auditor/Treasurer as to Debt Service Fund Amount. It is hereby determined that the estimated collection of the foregoing Taxes will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levy herein provided will be irrevocable until the Bonds are paid, provided that at the time the County makes its annual tax levies the County Coordinator may certify to the County Auditor/Treasurer of the County the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditor/Treasurer will thereupon reduce the levy collectible during such year by the amount so certified.

4.06. Certificate of County Auditor/Treasurer as to Registration. The County Auditor/Treasurer is authorized and directed to file a certified copy of this resolution with its office and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01. County Proceedings and Records. The officers of the County are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the County relating to the Bonds and to the financial condition and affairs of the County, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the County as to the facts stated therein.

5.02. Certification as to Official Statement. The Chair and the County Auditor/Treasurer are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Other Certificates. The Chair and County Auditor/Treasurer are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the County or incumbency of its officers, at the closing the Chair, the County Auditor/Treasurer, and the County Auditor/Treasurer shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the County Auditor/Treasurer shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

Section 6. Tax Covenants.

6.01. Tax-Exempt Bonds. The County covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

6.02. No Rebate Required.

(a) The County will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States,

if the Bonds (together with other obligations reasonably expected to be issued in calendar year 2019) exceed the small-issuer exception amount of \$5,000,000.

(b) For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements, the County finds, determines and declares that the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the County (and all subordinate entities of the County) during the calendar year in which the Bonds are issued and outstanding at one time is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

6.03. Not Private Activity Bonds. The County further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the County makes the following factual statements and representations:

(a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;

(b) the County hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than any private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the County (and all subordinate entities of the County) during calendar year 2019 will not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the County during calendar year 2019 have been designated for purposes of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The County will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Book-Entry System; Limited Obligation of County.

7.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of the Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this Section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the County, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of the Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of the Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The County, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the County’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of the Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the County Auditor/Treasurer of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the County Auditor/Treasurer will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The County has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the County with respect to the Bonds will agree to take all action necessary for all representations of the County in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the County, by resolution of the Board, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the County will notify DTC, whereupon DTC will notify the Participants of the availability through DTC of Bond certificates. In such event the County will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the County and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the County will issue and

the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond will be made and given, respectively, in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Chair and the County Auditor/Treasurer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. Compliance with Provisions of Continuing Disclosure Certificate. The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the County to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this Section.

Section 9. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the County for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The County may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner Belgard, and upon vote being taken thereon, the following voted in favor thereof:

Commissioners Mahoney, Koons, Belgard, Flohrs, and Smith.

and the following voted against the same: None.

whereupon said resolution was declared duly passed and adopted this 19th day of November, 2019.

BOARD OF COMMISSIONERS
MARTIN COUNTY, MN

Kathy Smith, Board Chair

ATTEST: _____
Scott Higgins, County Coordinator

EXHIBIT A
PROPOSALS



TABULATION OF BIDS
 MARTIN COUNTY, MINNESOTA
 \$1,940,000[†]
 GENERAL OBLIGATION COURTHOUSE BONDS, SERIES 2019A

AWARD: ROBERT W. BAIRD & CO., INC.
 DATE OF SALE: MONDAY, NOVEMBER 18, 2019
 STANDARD & POOR'S UNDERLYING RATING: AA

BIDDER	PURCHASE PRICE	NET INTEREST COST	TRUE INTEREST COST (TIC)
ROBERT W. BAIRD & CO., INC. Milwaukee, WI <small>Syndicate: C.L. King & Associates WMBE; Dougherty & Company, LLC; Edward Jones; Fidelity Capital Markets; Davenport & Co. L.L.C.; Duncan-Williams, Inc.; Ross, Sinclair & Associates, LLC; Loop Capital Markets; Country Club Bank; SumRidge Partners; Sierra Pacific Securities; Isaak Bond Investments, Inc.; UMB Bank, N.A.; Wintrust Investments, LLC; FMS Bonds, Inc.; Midland Securities; Alamo Capital WMBE; First Southern Securities; Dinosaur Securities; Tribal Capital Markets LLC; and Mountainside Securities LLC</small>	\$1,975,316.00	\$461,236.66	2.1903372%
BERNARDI SECURITIES, INC Chicago, IL	\$2,002,949.90	\$468,426.98	2.2062705%
UNITED BANKERS' BANK Bloomington, MN	\$1,940,145.55	\$463,587.97	2.2100625%
BNY MELLON CAPITAL MARKETS Pittsburgh, PA	\$2,292,318.95	\$562,497.30	2.4332294%

[†] Par amount decreased from \$1,940,000 to \$1,875,000. The adjusted purchase price is \$1,906,254.01, plus accrued interest from the date of issue to the date of delivery, and the adjusted TIC is 2.1986753%.

EXHIBIT B
FORM OF BOND

No. R-__

\$_____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF MARTIN

GENERAL OBLIGATION COURTHOUSE BOND
SERIES 2019A

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	December 15, 20__	December 18, 2019	

Registered Owner: Cede & Co.

Martin County, Minnesota, a duly organized and existing body politic and corporate and political subdivision of the State of Minnesota (the "County"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$_____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve (12) thirty (30) day months), payable December 15 and June 15 in each year, commencing December 15, 2020, to the person in whose name this Bond is registered at the close of business on the last day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Northland Trust Services Inc., Minneapolis, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the County have been and are hereby irrevocably pledged.

The County may elect on December 15, 2028, and on any day thereafter to prepay Bonds due on or after December 15, 2029. Redemption may be in whole or in part and if in part, at the option of the County and in such manner as the County will determine. If less than all Bonds of a maturity are called for redemption, the County will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

The Bonds maturing on December 1, 2030, December 1, 2032, December 1, 2034, and December 1, 2036 shall hereinafter be referred to as the “Term Bonds.” The principal amount of the Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemption of such Term Bonds in such order as the City shall determine. The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on December 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

<u>December 1, 2030 Term Bond</u>	<u>Principal Amount</u>
2029	\$ 135,000
2030*	135,000

* *Maturity*

<u>December 1, 2032 Term Bond</u>	<u>Principal Amount</u>
2031	\$ 140,000
2032*	145,000

* *Maturity*

<u>December 1, 2034 Term Bond</u>	<u>Principal Amount</u>
2033	\$ 145,000
2034*	150,000

* *Maturity*

<u>December 1, 2036 Term Bond</u>	<u>Principal Amount</u>
2035	\$ 155,000
2036*	155,000

* *Maturity*

This Bond is one of an issue in the aggregate principal amount of \$1,875,000 all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the Board of Commissioners of the County (the “Board”) on November 19, 2019 (the “Resolution”), for the purpose of providing money to defray the expenses incurred and to be incurred in making certain improvements to the Martin County Courthouse, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Section 375.18, subdivision 3, as amended, and Minnesota Statutes, Chapter 475, as amended. The principal hereof and interest hereon are payable from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the County are irrevocably pledged for payment of this Bond and the Board has obligated itself to levy

additional ad valorem taxes on all taxable property in the County in the event of any deficiency in taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bond of this series is issued only as a fully registered Bond in the denominations of \$5,000 or any integral multiple thereof of single maturities.

The Board has designated the issue of Bonds of which this Bond forms a part as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the County at the principal office of the Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner’s attorney. Upon such transfer the County will cause a new Bond to be issued in the name of the transferee or registered owner, of the same principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer.

The County and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the County nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the County in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the County to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Martin County, Minnesota, by its Board of Commissioners, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Chair and the County Auditor/Treasurer and has caused this Bond to be dated as of the date set forth below.

Dated: December 18, 2019

MARTIN COUNTY, MINNESOTA

(Facsimile)
Chair

(Facsimile)
County Auditor/Treasurer

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

NORTHLAND TRUST SERVICES INC.

By _____
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT

_____ Custodian _____

TEN ENT -- as tenants by entireties

(Cust) (Minor)
under Uniform Gifts or Transfers to
Minors Act, State of _____

JT TEN -- as joint tenants with right of
survivorship and not as tenants in
common

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

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Officer of Registrar</u>
	Cede & Co. Federal ID #13-2555119	

EXHIBIT C

TAX LEVY SCHEDULE

YEAR *	TAX LEVY
2022	\$ 29,672.35
2023	164,187.20
2024	160,722.20
2025	162,507.20
2026	164,134.70
2027	165,604.70
2028	166,917.20
2029	168,072.20
2030	165,237.20
2031	167,652.20
2032	169,778.45
2033	166,543.13
2034	168,367.50
2035	170,073.75
2036	166,411.88

* Year tax levy collected.

STATE OF MINNESOTA)
) SS.
COUNTY OF MARTIN)

I, the undersigned, being the duly qualified and acting County Auditor/Treasurer of Martin County, Minnesota (the “County”), certify that I have carefully compared the attached

and foregoing extract of minutes of a regular meeting of the Board of Commissioners of the County held on November 19, 2019, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the County's General Obligation Courthouse Bonds, Series 2019A, in the original aggregate principal amount of \$1,875,000.

WITNESS My hand officially as such County Auditor/Treasurer and the corporate seal of the County this _____ day of _____, 2019.

County Auditor/Treasurer
Martin County, Minnesota

STATE OF MINNESOTA
COUNTY OF MARTIN

CERTIFICATE OF COUNTY
AUDITOR/TREASURER AS TO
TAX LEVY AND
REGISTRATION

I, the undersigned County Auditor/Treasurer of Martin County, Minnesota, certify that a resolution adopted by the Board of Commissioners of Martin County, Minnesota (the "County"), on November 19, 2019, levying taxes for the County's General Obligation Courthouse Bonds, Series 2019A, in the amount of \$1,875,000, dated December 18, 2019, has been filed in my office and said obligations have been registered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS my hand and official seal this 19th day of November, 2019.

**COUNTY AUDITOR/TREASURER,
MARTIN COUNTY, MINNESOTA**

By _____

Its _____

Roll Call AYES: Commissioners Mahoney, Koons, Belgard, Flohrs, and Smith. NAYS: None. Resolution duly passed and adopted this 19th day of November, 2019.

Higgins noted that AMC/NACo is requesting counties to join in support of NACo in repealing that 40% Cadillac Tax which was originally meant to be tax on gold-plated health plans. In reality, however, the tax would affect a much broader set of plans, impacting counties financially as well as creating disincentives from promoting better health outcomes among our workforce. Higgins went on to note AMC/NACo is hopeful that Martin County will support repealing the impending 40% tax on employer-provided health care and keeping health care affordable and available for 178 million Americans.

After discussion,

Motion by Commissioner Belgard, seconded by Commissioner Koons, Be It Resolved that the Martin County Board of Commissioners, hereby approve and authorize Board Chair to sign letter in support of and sign on-line in support of repealing the impending 40% tax on employer-provided health care and keeping health care affordable and available for 178 million Americans. Carried unanimously.

Tessia Melvin, DDA Consultant, was present via teleconference to present Compensation Study job classification appeals, including recommendations for Board consideration and approval. Melvin presented a background of the Compensation Study and work that has been completed to date noting that as part of this study, employees and managers were able to review the recommended Job Classifications by the Project Team and review new job descriptions to ensure proper classification. All classification appeal forms had to be completed by the manager and employee. All job classification appeals were then reviewed by the consultant and recommendations were given to the Personnel Committee to make a final recommendation to the Board. Twelve classification appeals were received. Employees can't appeal for more money but they can appeal to say something is missing on their job description and it warrants it to be reevaluated.

Melvin and the Board reviewed each of the twelve appeals received including the Job Position, including the reasons for Appeal, along with the consultant recommendations, and the Personnel Committee's recommendation for the following: Victim Witness Coordinator; Planning and Zoning Technician; Planning and Zoning Director; Office Manager Senior Legal Assistant; Jail Administrator; Investigator; Deputy Sheriff; Deputy Auditor/Treasurer; Correctional Officer; Chief Communications Officer; Highway Building Maintenance Technician; Administrative Assistant II Extension Office; and HR Manager.

Discussion ensued on the concern for the grade change for newly hired Human Resources Manager, It was stated that the potential that people did not apply or turned down this position

due to the advertised pay range may have made a difference if would know the new pay would adjust the position upward.

After further discussion,

Motion by Commissioner Belgard, seconded by Commissioner Flohrs, Be It Resolved that the Martin County Board of Commissioners, engaging in a Compensation Study for employees by David Drown and Associates (DDA) (consultant); and after being presented the classification appeals results and review of the recommendations, hereby approves the recommendations on the classification appeals as follows: Victim Witness Coordinator – No grade change; Planning and Zoning Technician – On hold; Planning and Zoning Director – Grade Change to Grade 17; Office Manager Senior Legal Assistant – On hold; Jail Administrator – No grade change; Investigator – No grade change; Deputy Sheriff – No grade change; Deputy Auditor/Treasurer – No grade change; Correctional Officer – No grade change; chief Communications Officer – No grade change; Highway Building Maintenance Technician – No grade change; Administrative Assistant II Extension Office – No grade change; HR Manager – Change to Grade 16. Those voting in favor: Commissioners Belgard, Flohrs, and Smith. Those voting against: Commissioners Koons and Mahoney. Motion carries.

The Board recessed at 10:55 a.m.

The Board reconvened at 11:00 a.m.

Chairwoman Smith opened the public hearing for Consideration of Petition for Repair to Portions of JD #44 and JD #50. Those present on the Martin County Drainage Authority Board were: Commissioners Mahoney, Smith, Belgard, Flohrs, and Koons. Also present were Kurt Deter, Counsel to the Board (Rinke-Noonan Law Firm), Scott Higgins, County Coordinator, Jessica Korte, Auditor/Treasurer, Mike Forstner, Drainage Administrator, and Bill Fahey, Northland Securities.

Deter was present to review today's Agenda for Acceptance of Petition and Appointment of Engineer noting in this particular matter a Petition was submitted under 103E.715 for possible repairs of JD #44 and JD #50. That triggers review of the Petition which I did. This is not a Petition like an Improvement where you need a certain percentage. Any landowner on a system can Petition under 103E.715 for a Repair. Under that statute the first question is (1) Does the system have some areas that either need repair or are not in their original as constructed condition. The only issue today then is if the answer to that question is yes then the statute says the Board must appoint an engineer to do a Repair Report. That does not in any way obligate to do any particular repair. You're not at all proving anything today other than appointing a possible engineer if that's the point you get to. Deter went on to note Mr. Braegelmann and/or his clients may have some additional things, then there will be public comment and questions and I (Deter) will inform the Board if the Petition meets the jurisdictional requirements and if the Board decides that this system may need to look at repairs then the appointment of an engineer to do that. Deter went on to note we did not say that it is going to be repaired, we're not saying what repairs need to be done, just to get some technical information.

Jeff Braegelmann, Attorney with Gislason & Hunter Law Firm of New Ulm, Minnesota, was present and noted he represents the petitioners, Ron, Betty, and Justin Groves. The Petition that we filed says, set out in some detail, the type of repairs that my clients at least think should be investigated and considered and some of it is in JD #50 and most of it is in JD #44. But I agree with Mr. Deter's comments, and that is that really the only issue for today is does some portion of the system need repair. We're not here today to decide ultimately what those repairs might be, the appropriate extent of the repairs, really the only fact question if you will is whether or not the system needs repair. We believe very strongly that it does and that you should determine or find today that yes the system does need repair and then I agree with Mr. Deter that it would trigger the requirement to appoint an engineer of your choosing who would file a report and we'd come back and have a subsequent hearing that you would determine what repairs are actually necessary. Braegelmann went on to note my clients wanted to communicate as clearly as possible the condition of the system and those portions that they think should be repaired. That doesn't mean your ultimate decision would be limited to that. But just in the interest of trying to communicate as clearly as possible what we think is appropriate and needs to be investigated.

Mike Forstner, Drainage Administrator, was present to note we know from the left side of Highway 13 the last three to four years every spring and fall we're doing repairs on Mr. Groves' low bottom. This past spring on Branch F of JD #50 which is the outlet for JD #44's tile that also had blow outs on it. In between there or the east side of Highway 13 we haven't done a whole lot of investigations. I know on the left side that tile is in pretty rough shape due to coverage and then just the amount of pressure it is under. Forstner went on to note the system was originally constructed in 1915 and by 1919 there was a Petition to add either a secondary main or a grass waterway or a flood ditch as they called it. So by 1920 that ditch was constructed. It's not there today and our records don't indicate what happened to it but we know it was constructed and paid for at one point.

Commissioner Flohrs inquired how long that was.

Forstner noted that went from Branch B which is in Mr. Groves' low bottom field all the way to the outlet of JD #50.

Commissioner Belgard inquired if that was just plowed up or something was done there.

Forstner noted my guess would be the 30 was dry and it just got put underneath; there's really no records on it after it was constructed.

Deter inquired of Forstner if in his opinion is the system, whatever that means, out of repair. There are portions that are giving problems, there may be a waterway, and we just need some investigation to come back to what if anything might help the situation. Might that be fair?

Forstner answered yes. That sounds fair.

Dave Cain, landowner, indicated he had a question.

Chairwoman Smith noted she would soon open the public portion of the hearing.

Cain noted it's just a question.

Chairwoman Smith allowed the question.

Dave Cain noted it was my understanding was the tile or the ditch or the waterway was taken out because the tile was put in...the 20" and 22" tile.

Forstner noted there was never a secondary main that I'm aware of. The original tile was put in roughly in 1915.

Cain inquired was it 20" and 22"?

Forstner noted that was just the single main just that I believe it is 22". By 1919 that Petition came in stating that things changed within the watershed and the main was no longer functioning as intended and the engineer came back with two options either a secondary main or a flood ditch is what they call it. They chose the flood ditch option because it was cheaper.

Cain inquired so the 20" and 22" was put in at that time?

Forstner noted the 22" was originally done in 1915-1916.

Deter interjected noting those are excellent questions and that's why we may need an engineer's report to come back and answer those questions which will be somewhat engineering and somewhat trying to piece together records for over 100 years ago.

Chairwoman Smith opened the hearing for public comments.

Cain inquired was the study done when Highway 13 was redone out there?

Forstner noted they did put in a new tile section under the highway. Other than that I don't believe anything was done. I know we had to do some repairs on the connection and it was off grade there. We have done some televising on Mr. Groves' property. Almost yearly there are blow outs on his property and Branch B.

Ron Groves, landowner, was present and noted after the grade of the road was raised it was approximately five years and I was complaining about the water disappearing and Mike (Forstner) is the one that came out with a camera so he went through that tile it went under the road it was only five years old and I think he got 12 feet into the ditch and the new tile was completely crushed. Apparently the people that put the tile in it was supposed to be a double wall tile ends up being a single wall so they hired somebody to knife a double wall tile through there and they couldn't get through on the original place so they moved it to the south of where it was when they put the road in and it helped some but it still didn't help. So a couple years later they came back and dug it all up and there were too many corners and too many turns in that tile so they took all that apart and tried to straighten it out. When they raised the road the culvert that's supposed to take surface water, not anything to do with drain tile, its higher on the east

side of (Hwy) 13 than it is on my side so water won't go...surface water won't go there once it gets higher so all of my land alongside the road is always wet.

Chairwoman Smith asked if there was any additional public comment.

There was no further public comment.

Deter noted then members of the Board we are to item #5 (on today's agenda). I will tell you from my point of view the Petition is adequate. I believe there has been sufficient evidence and a lot of questions as to what will help the situation out there so again it's your decision but based on your own drainage inspector Mike (Forstner) that things need to be looked at out there so my recommendation we can do it in two motions. One would be to accept the Petition...and maybe I'll talk about the engineer. Mr. Braegelmann and I discussed the one that would be totally independent and knows nothing about this would be Bill Helget from Bolton and Menk. Chuck Brandel from ISG has looked at it for possible improvements with the petitioners and Mr. Braegelmann agrees that I think so there's no question that we have an independent engineer that I'd suggest Bill Helget from Bolton and Menk to be the appointed engineer to do a Repair Report. But, the Board is free if you have another name but those are the people that I know that are qualified to do it. Deter went on to note so it would be a motion to accept the petition and to find that the system is out of repair and to appoint Bill Helget of Bolton and Menk to be the engineer. I will put that in an Order for the Chairperson to sign.

Motion by Commissioner Belgard, seconded by Commissioner Koons, to close the public portion of the hearing. Carried unanimously.

After consideration of the Petition for Repair to Portions of JD #44 and JD #50,

Motion by Commissioner Koons, seconded by Commissioner Flohrs, Be it Resolved that the Martin County Board of Commissioners, acting as the Drainage Authority for Martin County, and based on the evidence presented, hereby determines Martin County JD #44 and JD #50 drainage system needs repair and that it has continual repair issues and may not be in its as-constructed condition; and orders that an Engineer's Repair Report be completed that shows the necessary repairs, the estimated cost of repairs and all details, plans and specifications necessary, and that Bill Helget of Bolton & Menk is hereby appointed the engineer to provide an Engineer's Repair Report. Carried unanimously.

Motion by Commissioner Koons, seconded by Commissioner Belgard, to close the Public Hearing in Consideration of Petition for Repair to Portions of JD #44 and JD #50.

Public Hearing closed at 11:18 a.m.

Hauglid noted the Board has authorized the recruitment of a part time Administrative Assistant for the Victim Witness Office. Hauglid went on to note the recruiting process has been completed and recommends the hire of Sue Koons at Grade 9 Step 1 at \$16.83/hour, with an anticipated start date of November 20, 2021.

Motion by Commissioner Flohrs, seconded by Commissioner Mahoney, Be It Resolved that the Martin County Board of Commissioners, upon the recommendation of the Human Resources Manager and Victim Witness Coordinator, hereby approve the hire of Sue Koons as part time Administrative Assistant for the Victim Witness Office, at Grade 9 Step 1 at \$16.83/hour, effective November 20, 2019; and is not eligible for benefits. Those voting in favor: Commissioners Mahoney, Smith, Belgard, and Flohrs. Commissioner Koons abstained. Motion carries.

Korte and Higgins presented and reviewed each additional proposed cut that could reduce the levy down to 4.91%. Higgins noted that he shared each proposed cut from the last budget work session with the respective department directors. Korte reviewed the Capital Improvement Plan fund balance and projects for 2020 and after additional adjustments including the Martin County Humane Society, County Attorney’s Office, and Highway, the levy changes to 4.917% or 4.92%.

The Board reviewed Warrants, Auditor Warrants, and EFT Transactions to be paid November 19, 2019.

Motion by Commissioner Koons, seconded by Commissioner Mahoney, Be It Resolved that the Martin County Board of Commissioners, hereby approve Warrants, Auditor Warrants, and EFT Transactions to be paid on November 19, 2019, and includes the Martin County Highway Department and Drainage bills as presented. Carried unanimously.

Warrants received and paid November 19, 2019, are registered on file in the Auditor/Treasurer’s Office as follows:

Revenue Fund – Warrants Approved November 19, 2019	\$ 90,800.63
Enhanced 9-1-1 Fund	\$ 1,514.00
Martin County Economic Development Fund	\$ 687.00
Solid Waste Management Fund	\$ 32,730.79
Law Library Fund	\$ 1,510.55
Building – CIP – Fund	\$ 3,196.87
Human Service Building Fund	\$ 2,753.26
Refunding Fund	\$ 5,233.70
Miscellaneous Tax Fund	<u>\$ 2,451.00</u>
Total	\$140,877.80
Road and Bridge Funds Totaled	\$ 22,470.91
Martin County Ditch Funds Totaled	\$203,504.31

The Board reviewed Reports and Announcements including online survey results of September’s Employee Recognition Day; 2019 Board Committee Listing; Monthly Financial Statement for October 2019; and MCIT 2019 Dividend Payment Notice.

Commissioners reviewed their calendars of previous and upcoming meetings and activities: November 6, 2019 – Martin County Veterans Memorial Committee meeting and meeting at Dunnell, MN; November 8, 2019 – F-M Joint Transit Board meeting; November 11, 2019 –

Veterans Day Observed – Courthouse Closed; November 12, 2019 – Prairieland meeting and Library Board meeting in the afternoon; November 13, 2019 – Personnel Committee meeting and Martin County Parks/Trail Committee meeting; November 15, 2019 – Region 9 Transportation Advisory Committee meeting in Mankato, MN; November 17, 2019 – 4-H Recognition Banquet; November 18, 2019 – Minnesota Valley Action Council; November 19, 2019 – Extension Committee meeting at 8:00 a.m., Ditch meeting at 2:30 p.m., AgriBusiness meeting, and Casual Conversations meeting from 5-6 p.m. at Graffiti Corner; November 20, 2019 – South Central Minnesota Multi-County HRA Board meeting in North Mankato, MN, Human Services, Interviews for Human Services Director, Technology Committee meeting at 11:00 a.m., and Kinship of Martin County meeting; November 21, 2019 – Traverse des Sioux Library Board meeting, Interviews for Human Services Director, and Census meeting; November 22, 2019 – Forfeited Land Sale at 9:00 a.m., Building/Purchasing Committee meeting at 1:30 p.m., and 30th Annual Glows Parade at 6:00 p.m.; November 25, 2019 – Rural Minnesota Energy Board meeting; November 26, 2019 – Personnel Committee meeting; November 27, 2019 – South Central EMS and Regional Radio Board meeting; November 28-29, 2019 – Thanksgiving Holiday – Courthouse Closed; December 2, 2019 – Martin County EDA meeting at 5:15 p.m. and Beyond the Yellow Ribbon meeting; December 3, 2019 – next regular Board of Commissioners meeting at 9:00 a.m. and Truth in Taxation meeting at 6:00 p.m.

Chairwoman Smith opened discussion pertaining to the County’s Compensation and Classification Plan and Appeals.

With no further business to wit, Motion by Commissioner Koons, seconded by Commissioner Smith, to adjourn the meeting.

Meeting adjourned at 12:23 p.m.

BOARD OF COMMISSIONERS
MARTIN COUNTY, MN

Kathy Smith, Board Chair

ATTEST: _____
Scott Higgins, County Coordinator