

PROCEEDINGS OF THE  
MARTIN COUNTY BOARD OF COMMISSIONERS  
TUESDAY, OCTOBER 20, 2020  
@ 9:00 A.M.

The regular meeting of the Martin County Board of Commissioners was called to order at 9:00 a.m. by Chairman Steve Flohrs via WebEx (videoconferencing due to the COVID-19 Virus pandemic). Commissioners present were Koons, Flohrs, Smith, and Belgard. Commissioner District #2 is vacant. Also present were Scott Higgins, Martin County Coordinator, Jessica Korte, Martin County Auditor/Treasurer, Terry Viesselman, County Attorney, Rod Halvorsen, City of Lakes Media, Jason Sorensen, Sentinel Newspaper, Julie Walters, Administrative Assistant, and members of staff.

The Pledge of Allegiance was recited.

Motion by Commissioner Belgard, seconded by Commissioner Koons, Be It Resolved that the Martin County Board of Commissioners, hereby approve the agenda for the October 20, 2020 regular Board of Commissioners meeting. Roll Call AYES: Commissioners Smith, Koons, Belgard, and Flohrs. NAYS: None. Motion carries.

Motion by Commissioner Smith, seconded by Commissioner Belgard, Be It Resolved that the Martin County Board of Commissioners, hereby approve the minutes of the October 6, 2020 regular Board of Commissioners meeting. Roll Call AYES: Commissioners Koons, Belgard, Smith, and Flohrs. NAYS: None. Motion carries.

Terry Viesselman, County Attorney, was present via WebEx and introduced Taylor McGowan (also present via WebEx), new Assistant County Attorney for the Martin County Attorney's Office.

Kevin Peyman, County Engineer, was present via WebEx and requested advertisement for recruitment of a replacement Mechanic Position for the Martin County Highway Department Fairmont Shop.

Motion by Commissioner Belgard, seconded by Commissioner Koons, Be It Resolved that the Martin County Board of Commissioners, hereby approve and authorize the recruitment and replacement of a Mechanic Position for the Martin County Highway Department Fairmont Shop. Roll Call AYES: Commissioners Smith, Koons, Belgard, and Flohrs. NAYS: None. Motion carries.

Peyman next noted Unit #32, a 2005 Sterling Acterra with 145,000 miles, is the old Highway Sign Truck and that the replacement truck for this unit was previously authorized and purchased; and that authorization for the sale of Unit #32 on the state surplus website would be requested once the new vehicle is on the road. Peyman went on to note the replacement truck has been received and requests authorization to advertise for the sale of Highway Department Unit #32 on the State of Minnesota MinnBid Surplus Auction Site and to advertise on Martin County's Website.

Motion by Commissioner Koons, seconded by Commissioner Smith, Be It Resolved that the Martin County Board of Commissioners, hereby approve and authorize advertising for the sale of Highway Department Unit #32 (2005 Sterling Acterra) on the State of Minnesota MinnBid Surplus Auction Site and Martin County's Website. Roll Call AYES: Commissioners Belgard, Smith, Koons, and Flohrs. NAYS: None. Motion carries.

Peyman presented a brief Highway Department Update including construction project shouldering, rumble strips, striping, and finish work to be completed in the next couple of weeks; wall is down and concrete out of the triangle parking lot across the street from the courthouse; curb and gutter project in back of the courthouse is on hold until Spring 2021; and County parks have been winterized. People can still camp but they won't have hook-ups and the restrooms are locked.

Wendy Chirpich, Planning and Zoning Technician, was present via WebEx and noted Martin County has received a Board of Water and Soil Resources (BWSR) grant in the amount of \$45,841.00 for administering the Septic Program and for Septic Upgrades to homeowners who qualify. Chirpich went on to note that grant funds for the Septic System Upgrades are for qualifying low income households.

Motion by Commissioner Smith, seconded by Commissioner Koons, Be It Resolved that the Martin County Board of Commissioners, hereby approve and authorize the Board Chair and other required county staff to sign the FY2021 State of Minnesota Board of Water and Soil Resources MPCA SSTS Program Grant Agreement in the amount of \$45,841.00, effective the date the Board of Water and Soil Resources obtains all required signatures through December 31, 2022. Roll Call AYES: Commissioners Belgard, Koons, Smith, and Flohrs. NAYS: None. Motion carries.

Leigha Johnson, Human Resources Manager, was present via WebEx and noted the Board had authorized the recruitment of a Victim Witness Assistant for the Victim Witness Coordinator's Office and recommends the hire of John Hayes.

Motion by Commissioner Belgard, seconded by Commissioner Koons, Be It Resolved that the Martin County Board of Commissioners, hereby approve and authorize the hire of John Hayes as Victim Witness Assistant at Grade 12 Step 1 at \$22.91/hour for the Martin County Victim Witness Coordinator's Office, effective November 23, 2020; and is eligible for benefits per County Policy as it applies to this position. Roll Call AYES: Commissioners Smith, Koons, Belgard, and Flohrs. NAYS: None. Motion carries.

Bill Fahey, Northland Securities and Financial Consultant of the County, was present via WebEx and reviewed a resolution providing for the issuance and sale of \$6,935,000 General Obligation Bonds, Series 2020A. Proceeds from the Bonds will be used to finance Capital Improvements and Drainage Ditch Improvements and to pay costs associated with the issuance of the Bonds.

After review and discussion,

Motion by Commissioner Smith, seconded by Commissioner Belgard,

**RESOLUTION NO. R-#71/'20**

**RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION BONDS, SERIES 2020A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$6,935,000; 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) Pursuant to a resolution adopted by the Board on September 15, 2020 (the “Initial Resolution”), the Board provided preliminary approval to the issuance of the County’s General Obligation Bonds, Series 2020A (the “Bonds”). Proceeds of the Bonds will be used to (i) finance certain capital improvements (the “Capital Improvements”) as described in the County’s Five-year Capital Improvement Plan for the Years 2020 through 2024 (the “Capital Improvement Plan”), pursuant to Minnesota Statutes, Section 373.40, as amended, and Minnesota Statutes, Chapter 475, as amended (collectively, the “CIP Act”); and (ii) finance the costs in connection with the construction, improvement or repair of a drainage system (the “Drainage Ditch Improvements”), pursuant to Minnesota Statutes, Chapters 103E and 475, as amended (collectively the “Drainage Ditch Act”).

(b) The Board finds it necessary and expedient to the sound financial management of the affairs of the County to issue the Bonds, in the original aggregate principal amount of \$6,935,000, pursuant to the CIP Act and the Drainage Ditch Act (collectively, the “Act”), to provide financing for the Drainage Ditch Improvements and the Capital Improvements.

1.02. Award to the Purchaser and Interest Rates. The proposal of Robert W. Baird & Co., Inc., 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 \$7,112,379.76 (par amount of \$6,935,000, plus original issue premium of \$283,094.75, less underwriter’s discount of \$105,714.99), 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%	2032	1.250%
2023	3.000	2033	1.350

2024	3.000	2034	1.450
2025	3.000	2035	1.550
2026	3.000	2036	1.650
2027	3.000	2037	2.000
2028	3.000	2038	2.000
2029	1.000	2039	2.000
2030	1.050	2040	2.000
2031	1.150	2042*	2.000

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*\*Term Bond*

True interest cost: 1.6323848%

1.03. Purchase Contract. The amount paid by the Purchaser over the minimum purchase price shall be credited to the accounts of the Debt Service Fund hereinafter created or deposited in the accounts in 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 retain the good faith check of the Purchaser, pending completion of the sale of the Bonds. The Chair and County Coordinator are directed to execute a contract with the Purchaser on behalf of the County.

1.04. Terms and Principal Amounts of the Bonds. The County will forthwith issue and sell the Bonds to the Purchaser pursuant to the Act in the original aggregate principal amount of \$6,935,000. The Bonds will be originally dated the date of delivery, issued in the denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as above set forth and maturing 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	\$160,000	2032	\$355,000
2023	280,000	2033	355,000
2024	295,000	2034	355,000
2025	295,000	2035	360,000
2026	310,000	2036	370,000
2027	320,000	2037	375,000
2028	330,000	2038	380,000
2029	340,000	2039	390,000
2030	340,000	2040	400,000
2031	345,000	2042*	580,000

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*\*Term Bond*

(a) \$2,970,000 of the Bonds (the “CIP Bonds”), maturing on December 15 of the years and in the amounts set forth below, will be used to finance the Capital Improvements:

<u>Year of Maturity</u>	<u>Amount</u>	<u>Year of Maturity</u>	<u>Amount</u>
2023	\$120,000	2033	\$150,000
2024	125,000	2034	150,000
2025	125,000	2035	155,000
2026	130,000	2036	155,000
2027	135,000	2037	160,000
2028	140,000	2038	160,000
2029	145,000	2039	165,000
2030	145,000	2040	170,000
2031	145,000	2042*	\$345,000
2032	150,000		

      
*\*Term Bond*

(b) \$3,965,000 of the Bonds (the “Drainage Ditch Bonds”), maturing on December 15 of the years and in the amounts set forth below, will be used to finance the Drainage Ditch Improvements:

<u>Year of Maturity</u>	<u>Amount</u>	<u>Year of Maturity</u>	<u>Amount</u>
2022	\$160,000	2032	\$205,000
2023	160,000	2033	205,000
2024	170,000	2034	205,000
2025	170,000	2035	205,000
2026	180,000	2036	215,000
2027	185,000	2037	215,000
2028	190,000	2038	220,000
2029	195,000	2039	225,000
2030	195,000	2040	230,000
2031	200,000	2041*	235,000

      
*\*Term Bond maturing in 2042*

1.05. 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.

1.06. Mandatory Redemption; Term Bond. The Bond maturing on December 15, 2042 shall hereinafter be referred to as the “Term Bond.” The principal amount of the Term Bond subject

to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bond credited against future mandatory sinking fund redemptions of such Term Bond in such order as the County shall determine. The Term Bond is subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on December 15 of the following years and in the principal amounts as follows:

<u>Sinking Fund Installment Date</u>	
<u>December 15, 2042 Term Bond</u>	<u>Principal Amount</u>
2041	\$405,000
2042*	175,000

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\* *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 June 15 and December 15 of each year, commencing June 15, 2021, 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 will keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(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, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the

transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth (15<sup>th</sup>) 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. Bonds surrendered upon transfer or exchange 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 a 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 a 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 or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a 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 any 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 Coordinator 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 any 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 Coordinator 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 Bonds, Series 2020A 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 will maintain the following accounts in the Debt Service Fund: the “Capital Improvements Account” and the “Drainage Ditch Account.” Amounts in the Capital Improvements Account are irrevocably pledged to the CIP Bonds and amounts in the Drainage Ditch Account are irrevocably pledged to the Drainage Ditch Bonds.

(a) Capital Improvements Account. Ad valorem taxes hereinafter levied are hereby pledged to the Capital Improvement Account of the Debt Service Fund. There is also appropriated to the Capital Improvements Account (i) a pro rata portion of capitalized interest financed from the proceeds of the Bonds, if any; (ii) a pro rata portion of amounts over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; (iii) all investment earnings on amounts in the Capital Improvements Account of the Debt Service Fund; and (iv) any other funds appropriated for the payment of principal or interest on the CIP Bonds.

(b) Drainage Ditch Account. Proceeds of assessments (the “Assessments”) levied for the Drainage Ditch Improvements described in Section 1.01 financed by the Drainage Ditch Bonds are hereby pledged to the Drainage Ditch Account of the Debt Service Fund. If a payment of principal or interest on the Drainage Ditch Bonds becomes due when there is not sufficient money in the Drainage Ditch Account to pay the same, the County Auditor/Treasurer will pay such principal or interest from the general fund of the County, and the general fund will be reimbursed for such advances out of the proceeds of the Assessments levied by this resolution, when collected. There is hereby appropriated to the Drainage Ditch Account (i) a pro rata portion of capitalized interest financed from the proceeds of the Bonds, if any; (ii) a pro rata portion of amounts designated for deposit in the Debt Service Fund in accordance with Section 1.03; (iii) all investment earnings on amounts in the Drainage Ditch Account of the Debt Service Fund; and (iv) any other funds appropriated for the payment of principal or interest on the Drainage Ditch Bonds.

4.02. Construction Fund. The County hereby creates the General Obligation Bonds, Series 2020A Construction Fund (the “Construction Fund”). The County will maintain the following accounts in the Construction Fund: the “Capital Improvements Account” and the “Drainage Ditch Improvements Account.” Amounts in the Capital Improvements Account are irrevocably pledged to the CIP Bonds and amounts in the Drainage Ditch Improvements Account are irrevocably pledged to the Drainage Ditch Bonds.

(a) Capital Improvements Account. Proceeds of the CIP Bonds, less the appropriations made in Section 4.01(a) hereof, together with any other funds appropriated for the Capital Improvements, will be deposited in the Capital Improvements Account of the Construction Fund to be used solely to defray the costs of the Capital Improvements. When the Capital Improvements have been completed and the cost thereof paid, the Capital Improvements Account of the Construction Fund is to be closed and any funds remaining may be deposited in the Capital Improvements Account of the Debt Service Fund.

(b) Drainage Ditch Improvements Account. Proceeds of the Drainage Ditch Bonds, less the appropriations made in Section 4.01(b) hereof, together any other funds appropriated for the Drainage Ditch Improvements, will be deposited in the Drainage Ditch Improvements Account of the Construction Fund to be used solely to defray expenses of the Drainage Ditch Improvements. When the Drainage Ditch Improvements are completed and the cost thereof paid, the Drainage Ditch Improvements Account of the Construction Fund is to be closed and funds remaining may be deposited in the Drainage Ditch Improvements Account of the Debt Service Fund.

4.03. County Covenants with the Holders. It is hereby determined that the Drainage Ditch Improvements to be financed by the Drainage Ditch Bonds will directly and indirectly benefit the abutting property, and the County hereby covenants with the holders from time to time of the Bonds as follows:

(a) Levy of Assessments. The County will cause the Assessments for Drainage Ditch Improvements to be promptly levied so that the first installment will be collectible not later than 2022. The County will take all steps necessary to assure prompt collection, and the levy of the Assessments is hereby authorized. The Board will cause all further actions and proceedings relative to the making and financing of the Drainage Ditch Improvements financed hereby to be taken with due diligence that are required for the construction of each Drainage Ditch Improvement financed wholly or partly from the proceeds of the Drainage Ditch Bonds, and for the final and valid levy of Assessments and the appropriation of any other funds needed to pay the Drainage Ditch Bonds and interest thereon when due.

(b) Payment of Deficiencies, if Any. In the event of any current or anticipated deficiency in the Assessments to pay debt service on the Drainage Ditch Bonds, the Board will levy ad valorem taxes in the amount of said current or anticipated deficiency.

(c) Books and Records. The County will keep complete and accurate books and records showing all receipts and disbursements in connection with the Drainage Ditch Improvements, the Assessments levied therefor and other funds appropriated for their payment, and all collections thereof and disbursements therefrom, moneys on hand and balance of unpaid Assessments.

(d) Annual Audit. The County will cause its books and records to be audited at least annually by qualified public accountants and will furnish copies of such audit reports to any interested person upon request.

(e) Collection of Assessments. In strict accordance, constituting the Drainage Ditch Improvements with Minnesota Statutes, Chapter 103E, the County has heretofore caused the drainage project to be properly established, and the property within the County is subject to assessment for benefits in an amount not less than the amount of the Drainage Ditch Bonds, and all proceedings and construction relative to the drainage systems financed by the Drainage Ditch Bonds have been or will be made according to law and the County will impose and collect charges of the nature authorized by Minnesota Statutes, Section 103E.

4.04. Pledge of Taxes. For the purpose of paying all or a portion of the principal of and interest on the CIP Bonds, there is levied a direct annual irrevocable ad valorem tax (the "Taxes") upon all of the taxable property in the County, which will 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 Capital Improvements Account of the Debt Service Fund above provided and will be in the years and amounts as set forth in EXHIBIT C attached hereto.

4.05. 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.

4.06. Certification to County Auditor/Treasurer as to Debt Service Fund Amount. It is hereby determined that the estimated collections of Taxes and Assessments 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 is irrevocable until all of the Bonds are paid, provided that at the time the County makes its annual tax levies the County Auditor/Treasurer may certify 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.

4.07. Certificate of County Coordinator as to Registration. The County Coordinator is authorized and directed to file a certified copy of this resolution with its office and to provide 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 hereby 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, will be deemed representations of the County as to the facts stated therein.

5.02. Certification as to Official Statement. The Chair, County Auditor/Treasurer and/or the Coordinator 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, County Coordinator and/or 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 Coordinator, and/or 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.

5.04. Electronic Signatures. The electronic signature of the Chair, the County Coordinator, and/or the County Auditor/Treasurer to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the County thereto. For purposes hereof, (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

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. Rebate. 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, unless the Bonds qualify for an exception to the rebate requirement under the Code and related Treasury Regulations.

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 2020 will not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the County during calendar year 2020 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 County Coordinator 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 (or all of either the CIP Bonds or Drainage Ditch Bonds portion thereof) and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution (with respect to the CIP Bonds or Drainage Ditch Bonds portion of the Bonds, as the case may be) to 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 (or all of either the CIP Bonds or Drainage Ditch Bonds portion thereof) 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 or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). 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 Koons, Belgard, Smith, and Flohrs.

and the following voted against the same: None.

whereupon said resolution was declared duly passed and adopted.

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Steve Flohrs, Board Chair

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Scott Higgins, County Coordinator

**EXHIBIT A**  
**PROPOSALS**

TABULATION OF BIDS  
MARTIN COUNTY, MINNESOTA  
\$7,130,000<sup>†</sup>  
GENERAL OBLIGATION BONDS, SERIES 2020A

AWARD: ROBERT W. BAIRD & CO., INC.  
DATE OF SALE: MONDAY, OCTOBER 19, 2020  
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 &amp; Associates WMBE; Colliers Securities LLC; Viking-Sparks IBG, Limited Partnership; Edward Jones; Fidelity Capital Markets; Davenport &amp; Co. L.L.C.; Duncan-Williams, Inc.; 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; First Southern Securities; Dinosaur Securities; First Bankers' Banc Securities, Inc.; and Mountainside Securities LLC</small>	\$7,319,814.90	\$1,472,527.27	1.6286780%
FHN FINANCIAL CAPITAL MARKETS Memphis, TN	\$7,435,628.79	\$1,589,299.96	1.7456346%
PIPER SANDLER & CO. Minneapolis, MN	\$7,397,273.15	\$1,641,593.93	1.7917122%

**EXHIBIT B**  
**FORM OF BOND**

No. R-\_\_

\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF MARTIN

GENERAL OBLIGATION BOND  
SERIES 2020A

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	December 15, 20__	November 12, 2020	

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 June 15 and December 15 in each year, commencing June 15, 2021, 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 Bond maturing on December 15, 2042 shall hereinafter be referred to as the “Term Bond.” The principal amount of the Term Bond subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bond credited against future mandatory sinking fund redemptions of such Term Bond in such order as the County shall determine. The Term Bond is subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on December 15 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

<u>December 15, 2042 Term Bond</u>	<u>Principal Amount</u>
2041	\$405,000
2042*	175,000

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\* *Maturity*

This Bond is one of an issue in the aggregate principal amount of \$6,935,000 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 October 20, 2020 (the “Resolution”), for the purpose of providing money to finance certain capital improvements to County facilities and the construction of assessable improvements to various public drainage ditches within the County, 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, Minnesota Statutes, Chapters 103E and 475, as amended. The principal hereof and interest hereon are payable in part from ad valorem taxes and in part from assessments levied against properties specially benefited by the improvements, 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 ad valorem taxes and special assessments pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds 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 “qualified tax-exempt obligations” 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: November 12, 2020

**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**



held on October 20, 2020, 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 Bonds, Series 2020A, in the original aggregate principal amount of \$6,935,000.

WITNESS My hand officially as such County Coordinator and the corporate seal of the County this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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County Coordinator  
Martin County, Minnesota

Roll Call AYES: Commissioners Koons, Belgard, Smith, and Flohrs. NAYS: None. Resolution duly passed and adopted this 20<sup>th</sup> day of October, 2020.

Mike Sheplee, Assessor, was present via WebEx and noted that the Assessor's Office has received and accepted a completed Single Family Housing Tax Abatement Policy application along with the required \$250 application fee from Marie Engstrom. MN Statutes require the County Board hold a public hearing to consider abatement to Engstrom of property taxes to be levied by the County for new construction of a single family home in Sherburn, MN. The recommended hearing date is Tuesday, November 3, 2020, beginning at 10:00 a.m.

Discussion ensued regarding County Policy and the fact that construction has begun (the basement has been dug out) on-site before Board approval and therefore the question is this out of compliance of the current County Policy.

After discussion,

Motion by Commissioner Koons, seconded by Commissioner Belgard, Be It Resolved that the Martin County Board of Commissioners, hereby set a public hearing date and time to consider abatement to Marie Engstrom of property taxes to be levied by the County for new construction of a single family home in Sherburn, MN. Public Hearing will be held on Tuesday, November 3, 2020, beginning at 10:00 a.m. in the Commissioners Meeting Room – Martin County Courthouse. Roll Call AYES: Commissioners Smith, Belgard, Koons, and Flohrs. NAYS: None. Motion carries.

Scott Roemhildt, Regional Director DNR Southern Region Headquarters, Catherine Fouchi, DNR Regional Planner, and Ben Schaefer, DNR Regional Lands & Minerals Coordinator, were present via WebEx to make introductions and provide an update.

Roemhildt reviewed the seven divisions and four regions that make up the one Minnesota Department of Natural Resources.

Fouchi reviewed areas that the DNR manages in Martin County including 2 Aquatic Management Areas, 27 Lakes Managed for fishing, 20 Wildlife Management Areas, 140 Miles Grant-in-Aid Snowmobile Trails, 11 Water Access Sites, 227 acres Walk-in-Access, and 1 Native Prairie Bank. Fouchi next reviewed successes, opportunities and challenges in Martin County's 4,124 Acres of state land managed by DNR.

Schaefer shared information regarding the DNR's Strategic Land Asset Management (SLAM) Program, Payment in Lieu of Taxes Program, and School Trust Lands.

Jessica Korte, Auditor/Treasurer, was present via WebEx, along with Scott Higgins, County Coordinator, to note the Board has allocated \$600,000 of County CARES Act Funds to assist schools within Martin County that have been adversely affected by the COVID-19 pandemic. Korte noted ten (10) application requests have been received totaling \$608,775.36.

Much discussion ensued pertaining to the After School Program funds with Fairmont Area Schools; and if there is a need to purchase additional internet hotspots for the County Library System.

After discussion,

Motion by Commissioner Smith, seconded by Commissioner Koons, Be It Resolved that the Martin County Board of Commissioners, having established a County CARES School Grant Program, and allocating \$600,000 to the grant program, and having contacted all school districts within the County, including parochial schools, and having met the requirements established by the County, hereby approves and authorizes the grant awards to the various schools as follows: St. James Lutheran School - \$11,390.97; St. Paul Lutheran School Fairmont - \$35,114.06; St. Paul's Lutheran School Truman - \$626.80; Martin Luther High School - \$29,500.00; Southern Plains Education Cooperative - \$23,143.53; St. John Vianney School - \$29,000.00; Fairmont Area Schools - \$320,000.00; Granada Huntley East Chain - \$50,000.00; Truman Schools - \$90,000.00; and Martin County West - \$20,000.00; and that any grant agreements required must be signed by the appropriate school official before receiving their grant award. Roll Call AYES: Commissioners Belgard, Koons, Smith, and Flohrs. NAYS: None. Motion carries.

Korte recommends authorizing the Auditor/Treasurer's Office to expend the grant funds outside of the normal bill run.

Motion by Commissioner Belgard, seconded by Commissioner Koons, Be It Resolved that the Martin County Board of Commissioners, hereby approve and authorize the Martin County Auditor/Treasurer's Office to expend County CARES School Grant Program funds outside of the

normal bill run. Roll Call AYES: Commissioners Smith, Koons, Belgard, and Flohrs. NAYS: None. Motion carries.

Korte continued the Board has allocated \$750,000 of County CARES Act Funds to assist Small Businesses within Martin County that have been adversely affected by the COVID-19 pandemic. Korte recommends awarding 41 small business grants in the amount of \$337,623.70 (plus estimated additional \$30,000 for those who more information has been requested) for a total estimated at \$367,623.70.

Discussion ensued pertaining to application requirements for business owners with multiple businesses.

After discussion,

Motion by Commissioner Belgard, seconded by Commissioner Smith, Be It Resolved that the Martin County Board of Commissioners, having established a County CARES Small Business Grant Program and allocating \$750,000 to the grant program, and upon the recommendation of the County CARES Review Committee, and having met the requirements established by the County, hereby approves and authorizes the grant awards to the various small businesses as follows: China House Café - \$7,027.24; Ghost Town LLC - \$6,706.95; Welcome TV - \$7,161.54; Fork & Spoon (Cup & Saucer) - \$7,827.34; Rural Horizon Truman - \$2,507.79; Legends II - \$10,000.00; Korte's Bar and Grill - \$10,000.00; Montana Tree Service - \$10,000.00; Old Northrop Bar - \$10,000.00; Christopher Olsen DDS - \$10,000.00; Ambiance on Albion - \$10,000.00; Militello Motors - \$10,000.00; Fairmont Mega Coin - \$10,000.00; Marina Lodge - \$10,000.00; Tami's on the Ave - \$10,000.00; Seifried Portrait Design - \$6,034.01; Lund Chiropractic - \$4,775.99; Dan Fitzgerald Trucking - \$10,000.00; Octane Power Sports - \$10,000.00; St. John's Lutheran Church - \$10,000.00; DeWar Electric - \$10,000.00; STEP - \$10,000.00; Fairmont Opera House - \$10,000.00; Martin County Mechanical LLC - \$10,000.00; Fairmont Chiropractic & Acupuncture - \$10,000.00; Minuteman Press - \$10,000.00; Dulcimer Medical Center - \$10,000.00; Chain of Lakes Yacht Club - \$10,000.00; Shenanigans - \$10,000.00; Interlaken Golf Club - \$10,000.00; Martin County Youth for Christ - \$3,950.88; Chain of Lakes Pet Hospital - \$10,000.00; Blazer Bar - \$10,000.00; Fairmont Family Dentistry, PA - \$10,000.00; Sovell Jewelry - \$10,000.00; BowlMor - \$10,000.00; Building Blocks Learning Center - \$10,000.00; First Congregational Church - \$1,631.96; Flying Goose Campground - \$10,000.00; Fairmont Glass and Sign - \$10,000.00; Fairmont Raceway - \$10,000.00; and that any grant agreement must be signed by business owner before receiving their grant award. Roll Call AYES: Commissioners Koons, Smith, Belgard, and Flohrs. NAYS: None. Motion carries.

Motion by Commissioner Koons, seconded by Commissioner Belgard, Be It Resolved that the Martin County Board of Commissioners, hereby approve and authorize the Martin County Auditor/Treasurer's Office to expend County Cares Small Business Grant Program funds outside of the normal bill run. Roll Call AYES: Commissioners Smith, Belgard, Koons, and Flohrs. NAYS: None. Motion carries.

Higgins presented a recommendation that the Board approve a second round for CARES Small Business Grants. Higgins noted the Board last month allocated \$750,000 of the County's CARES Act funds for grants to small businesses within the County. The recommended amount of each grant is \$500 up to \$10,000. Additionally, the City of Fairmont allocated \$250,000 to the Small Grant Business Grant Program for a total of \$1,000,000 grant funds available to small businesses adversely affected by the COVID-19 pandemic. Higgins went on to note we received 85 small business grant applications from businesses that were adversely affected by the COVID-19 pandemic and from the County's initial allocations of \$750,000 approximately \$370,000 has been expended leaving approximately \$380,000. Therefore, it is recommended that the County open up a second round for the remaining CARES Small Business Grant Program. Higgins also noted for the second round, there are a couple of revisions to the Eligibility Requirement and to the County Small Business Grant Application. Higgins noted it is anticipated that the second round grant awards will be considered by the Board during the November 17, 2020 regular Board of Commissioners meeting.

Korte reviewed revisions to the Eligibility Requirement for the second round including: removed requirement that non-profits need to have 1 full time employee; loss of income due to business interruption or closure; submit comparative 2018 and 2020 financial statement; and if the business received funds from the first round of grant funding they can't receive from the second round.

After review and discussion,

Motion by Commissioner Koons, seconded by Commissioner Belgard, Be It Resolved that the Martin County Board of Commissioners, hereby approve and authorize second round of a Small Business Grant Program with changes that the Committee has come up with to be funded by funds received through the Federal Coronavirus Relief Fund for State, Territorial, Local and Tribal Governments through an application process; and that applications are due November 4, 2020; and that the Fairmont Area Chamber of Commerce will collect and review all second round Small Business Grant Program applications. Roll Call AYES: Commissioners Smith, Belgard, Koons, and Flohrs. NAYS: None. Motion carries.

Johnson was present via WebEx and requested the Board consider discontinuing the requirement of all eligible employees to be enrolled in a County sponsored Health Insurance Plan. Johnson noted it has been discussed from time to time over the years the need to continue the mandate that all employees must take a health insurance plan. There is no need requirement or need to continue this practice. This would benefit not only the employees who have coverages elsewhere (i.e. spouses plan), but would be beneficial for the County as well in reducing its costs. Johnson went on to note the recent approved change in adding a premium contribution for the single "Plan C", and the requirement to enroll in a premium would result in employees with other coverages having to pay premiums towards the PPO "Plan C" or enroll in the HSA Eligible Health Plan. Enrollment in the HSA eligible plan would result in employees having their primary plan with a very high deductible and out of pocket maximum, and not eligible to participate or contribute to a Health Savings Account (with Employee or Employer contributions). Johnson went on to note implementing this change to the administration of the Plan would offer a potential savings up to \$10,056 per employee in annual premiums for those

employees currently enrolled in dual coverage due to this requirement, plus additional plan costs for claims against the Plan and contribution to the ThrivePass 105 Plan. Johnson noted the Personnel Committee has met to review the Health Insurance Enrollment requirement and recommends that we lift that mandate on our employees and that the County not require them to carry the County Health Insurance Plan.

Motion by Commissioner Belgard, seconded by Commissioner Koons, Be It Resolved that the Martin County Board of Commissioners, after review and consideration of the proposal for the requirement that mandates that all employees take a County health plan, and upon the recommendation of the County Personnel Committee, hereby approves that employees are no longer mandated to take the County’s health plan(s) and to allow employees to opt out of the health insurance for Plan Year 2021, effective January 1, 2021; and that the County Board reserves the right to change this requirement for future plan years. Roll Call AYES: Commissioners Smith, Koons, Belgard, and Flohrs. NAYS: None. Motion carries.

The Board reviewed Warrants, Auditor Warrants, and EFT Transactions to be paid October 20, 2020.

Motion by Commissioner Koons, seconded by Commissioner Belgard, Be It Resolved that the Martin County Board of Commissioners, hereby approve Warrants, Auditor Warrants, and EFT Transactions to be paid on October 20, 2020, and includes the Highway Department bills and Drainage bills as presented. Roll Call AYES: Commissioners Smith, Belgard, Koons, and Flohrs. NAYS: None. Motion carries.

Warrants received and paid October 20, 2020, are registered on file in the Auditor/Treasurer’s Office as follows:

Revenue Fund – Warrants Approved October 20, 2020	\$104,877.31
Enhanced 9-1-1 Fund	\$ 1,590.83
Martin County Economic Development Fund	\$ 729.84
Solid Waste Management Fund	\$ 41,823.47
Law Library Fund	\$ 19.63
Recorder’s Technology Fund	\$ 3,849.56
Building-CIP-Fund	\$ 21,622.20
Human Service Building Fund	\$ 6,168.60
Refunding Fund	\$ 3,425.00
Total	\$184,106.44
Road and Bridge Funds Totaled	\$232,033.49
Martin County Ditch Funds Totaled	\$195,725.04

The Board reviewed Reports and Announcements including the September 2020 Financial Statement; CY2020 3<sup>rd</sup> Quarter Department Revenues and Expenditures Report; AMC District 7 Fall Meeting Notice; 2021 AMC Dues Notice; and Fairmont GLOWS – 31<sup>st</sup> Annual Glows Parade Information.

Commissioners reviewed their calendars of previous and upcoming meetings and activities: October 6, 2020 – regular Board of Commissioners meeting at 9:00 a.m. – Commissioners Meeting Room – Martin County Courthouse; October 7, 2020 – Martin County Veterans Memorial Committee meeting and Personnel Committee meeting; October 8, 2020 – Soil and Water Committee meeting and Personnel Committee meeting; October 9, 2020 – F-M Joint County Transit Executive Board meeting; October 12, 2020 – One Watershed One Plan meeting and Personnel Committee meeting; October 13, 2020 – F-M Human Services Executive Board meeting and Library Board meeting; October 14, 2020 – Region 9 Development Commission Virtual meeting; October 15, 2020 – Traverse des Sioux Library meeting; October 16, 2020 – Prairieland meeting and Personnel Committee meeting; October 19, 2020 – Beyond the Yellow Ribbon meeting; October 20, 2020 – regular Board of Commissioners meeting at 9:00 a.m. – Commissioners Meeting Room – Martin County Courthouse; October 26, 2020 – Kinship of Martin County meeting; October 27, 2020 – F-M Human Services Full Board meeting and F-M Joint County Transit Full Board meeting; November 2, 2020 – regular Martin County EDA meeting at 5:15 p.m.; November 3, 2020 – Extension Committee meeting at 8:00 a.m. and regular Board of Commissioners meeting at 9:00 a.m. – Commissioners Meeting Room – Martin County Courthouse.

With no further business to wit, Motion by Commissioner Belgard, seconded by Commissioner Koons, to adjourn the meeting. Roll Call AYES: Commissioners Smith, Belgard, and Flohrs. NAYS: Commissioner Koons. Motion carries.

Meeting adjourned at 10:43 a.m.

BOARD OF COMMISSIONERS  
MARTIN COUNTY, MN

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Steve Flohrs, Board Chair

ATTEST: \_\_\_\_\_  
Scott Higgins, County Coordinator