

REGULAR MEETING OF THE KOOCHICHING COUNTY BOARD OF COMMISSIONERS
Held on Tuesday, August 9, 2022 9:30 a.m.

MEMBERS PRESENT: Commissioners Pavleck, Skoe, and Sjoblom

MEMBERS VIA TELECONFERENCE: Commissioner Adee

MEMBERS ABSENT: Commissioners Murray (Medical)

OTHERS IN ATTENDANCE: Perryn Hedlund, Janelle Peterson, Dave Reimer, Trent Nicholson, Tom West, George Eilertson, and KCCTV Reporter Darcy Sullivan

2022/08-01 Motion by Sjoblom, seconded by Skoe to approve the agenda with additions and deletions. Voting yes: Sjoblom, Pavleck, Skoe. Motion carried.

2022/08-02 Motion by Sjoblom, seconded by Skoe to approve the minutes from the July 28, 2022 regular meeting. Voting yes: Sjoblom, Pavleck, Skoe. Motion carried.

000 Flood update – Sheriff Hedlund reported the lake is back in the rule curve and we have switched to clean up mode. 125 have signed up for sandbag removal. Twelve contractors have been hired and Burns, McDonnell have been hired for consultants. People should contact Matt Gouin, Environmental Services Director to get on the list for site assessments and cleanup. The focus at this time to remove sandbags and then they will move onto debris removal.

2022/08-03 Motion by Skoe, seconded by Sjoblom to approve July's summarized vendor payment list, approve July payroll and payroll ACH in the amount of \$1,728,537.07 (noting overtime for the Flood was included in the July payroll), Courthouse claims in the amount of \$89,191.40, approve Highway claims in the amount of \$60,379.07. Voting yes: Sjoblom, Pavleck, Skoe. Motion carried.

2022/08-04 Motion by Sjoblom, seconded by Skoe to accept a donation from Hazelwood Corporation in the amount of \$8.87 to be used for the Sheriff's Office coffee fund and a donation of \$250.00 from the City of Big Falls for the Big Fork River Board. Voting yes: Sjoblom, Pavleck, Skoe. Motion carried.

2022/08-05 Motion by Skoe, seconded by Sjoblom approving the 2022 appropriation of 25% of the tax revenue generated from the Great Northern Transmission Line to be apportioned as follows: 23% to Big Falls, Littlefork, Northome and Ranier and 8% to the City of Mizpah and further to review this appropriation on an annual basis. Voting yes: Sjoblom, Pavleck, Skoe. Motion carried.

2022/08-06 Motion by Sjoblom, seconded by Skoe authorizing Northland Securities, Inc. to act as Koochiching County's Dissemination Agent to prepare and file annual disclosure reports with the Municipal Securities Rulemaking Board for all outstanding publicly issued bonds and further authorizing the Administration Director to send a letter cancelling the current Continuing Disclosure reporting services. Voting yes: Sjoblom, Pavleck, Skoe. Motion carried.

2022/08-07 Motion by Sjoblom, seconded by Skoe introducing the following Resolution and moving its adoption for authorizing the issuance, sale and delivery of \$9,720,000 General Obligation Jail Bonds, Series 2022A, and providing for its payment:

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

Section 1. Purpose and Authorization.

1.01 Under and pursuant to Minnesota Statutes, Chapters 641 and 475 (collectively the “Act”), the Issuer is authorized to issue general obligation bonds to finance the construction of a new County jail and to pay costs associated with the issuance of the Bonds (the “Project”).

1.02 The Board determines that it is necessary, expedient, and in the best interests of the Issuer’s residents that the Issuer, as permitted by the Act, issue, sell and deliver its \$9,720,000 General Obligation Jail Bonds, Series 2022A (the “Bonds”), for the purpose of financing a portion of the Project and paying the costs of issuing the Bonds.

1.03 The Bonds are payable from ad valorem taxes hereinafter levied (the “Taxes”).

1.04 The Issuer has retained the services of Northland Securities, Inc., as its independent municipal advisor.

1.05 The Issuer has received an offer from Stifel, Nicolaus & Co., Inc. of St. Louis, Missouri (the “Purchaser”), to purchase the Bonds at a cash price of \$9,896,036.35, plus accrued interest on the total principal amount from the date of the Bonds to the date of delivery (the “Accrued Interest”) and upon condition that the Bonds mature and bear interest at the times and annual rates set forth in Section 2. The Issuer, after due consideration, finds such offer reasonable and proper and the offer of the Purchaser is hereby accepted. The Chair and the Auditor-Treasurer are authorized and directed to execute on the part of the Issuer a contract for the sale of the Bonds in accordance with the Purchaser’s proposal. All actions of the Chair and the Auditor-Treasurer taken with regard to the sale of the Bonds are hereby ratified and approved.

1.06 Payment of an underwriter’s discount in the amount of \$99,727.20 from sale proceeds of the Bonds is authorized.

Section 2. Terms of the Bonds.

2.01 Date and Maturities.

A. The Bonds shall be (i) issued as fully registered bonds, (ii) designated “\$9,720,000 General Obligation Jail Bonds, Series 2022A,” (iii) dated September 7, 2022, as the date of original issue, (iv) issued in the denomination of \$5,000, or any integral multiple thereof, (v) issued in fully registered form, and (vi) lettered and numbered R-1 and upward.

B. The Bonds shall mature on February 1 in the years and amounts stated below and shall bear interest from the most recent Interest Payment Date (as hereinafter defined) to which

interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue until paid at the rates per annum set forth below opposite such years and amounts:

Year	Principal	Interest Rate
2024	\$215,000	4.000%
2025	\$360,000	4.000%
2026	\$370,000	4.000%
2027	\$385,000	4.000%
2028	\$400,000	4.000%
2029	\$420,000	4.000%
2030	\$435,000	4.000%
2031	\$455,000	3.000%
2032	\$465,000	3.000%
2033	\$480,000	3.000%
2034	\$495,000	3.000%
2035	\$510,000	3.000%
2036	\$525,000	3.000%
2037	\$540,000	3.500%
2038	\$560,000	3.500%
2039	\$580,000	3.500%
2040	\$600,000	3.500%
2041	\$620,000	3.500%
2042	\$640,000	3.500%
2043	\$665,000	3.500%

C. The maturities of the Bonds, together with the maturities of all other outstanding general obligation bonds of the Issuer, meet the requirements of Minnesota Statutes, Section 475.54.

2.02 Interest Payment Dates; Record Date.

A. The Bonds shall bear interest at the annual rates stated therefor in Section 2.01.

The interest shall be payable semiannually on February 1 and August 1 in each year (each referred to herein as an “Interest Payment Date”) commencing on August 1, 2023. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

B. The Bond Registrar designated below shall make all interest payments with respect to the Bonds by check or draft mailed to the person in whose name each Bond is registered (the “Holder”) and in each case at the address shown on the bond registration records maintained by the Bond Registrar at the close of business on the 15th day (whether or not on a business day) of the calendar month next preceding the Interest Payment Date (the “Regular Record Date”). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date and shall be payable to the person who is the Holder thereof at the close of business on a date fixed for the

payment of such defaulted interest (the “Special Record Date”). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The term “Holder” shall also include those lawfully entitled to take actions on behalf of the beneficial owners of the Bonds for purposes of any consent or approvals given by Holders.

C. If the date for payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

2.03 Redemption.

A. The Bonds maturing prior to February 1, 2031 shall not be subject to redemption and prepayment before maturity. Bonds maturing on or after February 1, 2031 are callable on February 1, 2030 or any date thereafter at a price equal to the principal amount thereof plus accrued interest to the redemption date.

B. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Bond Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) not more than 60 and not less than 30 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Bond Registrar and by publishing the notice of redemption, if required by law, in the manner required by Minnesota Statutes, Section 475.54, Subdivision 4; provided, however, that so long as the Bonds are registered in the name of Cede & Co., notice of redemption shall be given in accordance with the terms of the Representation Letter. Failure to give notice by mail to any registered owner, or any defect therein, will not affect the validity of any proceeding for the redemption of Bonds not affected by such defect or failure. 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.

C. If less than all the Bonds of a maturity are called for redemption while the Bonds are registered in the name of Cede & Co., the Issuer or the Bond Registrar designated below will notify 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 interest in such maturity to be redeemed. If less than all the Bonds of a maturity are called for redemption and the Bonds are not registered in the name of Cede & Co., the Bond Registrar will determine by lot or other manner deemed fair, the amount of each maturity to be redeemed. All prepayments shall be at a price equal to the principal amount thereof plus accrued interest.

Section 3. Registration; Global Book Entry System.

3.01 Designation of Bond Registrar. The Board appoints Northland Trust Services, Inc., Minneapolis, Minnesota, as registrar, authenticating agent and transfer agent for the Bonds (such bank or its successors is herein referred to as the “Bond Registrar”), and shall do so until a successor Bond Registrar is duly appointed, all pursuant to a contract which the Issuer and the Bond Registrar shall execute which is consistent herewith and which the Chair and Auditor Treasurer are authorized to execute and deliver. A successor Bond Registrar shall be a bank or trust company eligible for designation as bond registrar pursuant to the Act. The terms of the appointment of the successor Bond Registrar and its duties shall be specified in a contract between the Issuer and such successor Bond Registrar that is consistent herewith and that the Chair and Auditor-Treasurer are authorized to execute and deliver. The Bond Registrar, which may act through an agent, shall also serve as paying agent until and unless a successor paying agent is duly appointed. The Bond Registrar shall pay principal and interest on the Bonds to the registered Holders (or record Holders) of the Bonds in the manner set forth herein. The Issuer agrees to pay the reasonable and customary charges for the services of such Bond Registrar.

3.02 Designation of Depository. DTC, a Securities and Exchange Commission designated depository, a limited purpose New York trust company, a member of the Federal Reserve System, and a “clearing corporation” within the meaning of the New York Uniform Commercial Code, is designated as the depository (the “Depository”) with respect to the Bonds.

3.03 Authentication of Bonds. No Bond shall be valid or obligatory for any purpose unless or until either (i) the Bond Registrar’s authentication certificate on such Bond, substantially set forth in Section 4.01 hereof, shall have been duly executed by an authorized representative of the Bond Registrar or (ii) the Bonds have been manually executed by at least one officer of the Board. Authentication certificates on different Bonds need not be signed by the same representative. The Bond Registrar shall authenticate each Bond by execution of the Certificate of Authentication on the Bond and shall date each Bond in the space provided as of the date on which the Bond is registered. For purposes of delivering the original Bonds, the Bond Registrar shall insert as the date of registration the date of original issue. The executed Authentication Certificate or the manual signature of at least one officer of the Board on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

3.04 Bond Register; Transfer; Exchange.

A. The Issuer shall cause to be kept by the Bond Registrar at its principal office, a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Issuer shall provide for the registration of the Bonds and the registration of transfers of the Bonds entitled to be registered or transferred as herein provided. In the event of the resignation or removal of the Bond Registrar or its incapability of acting as such, the bond registration records shall be maintained at the office of the successor Bond Registrar as may be appointed by the Board.

B. Upon surrender for transfer of any Bond at the principal corporate office of the Bond Registrar, the Issuer shall execute, if required by law or this Resolution, and the Bond Registrar shall authenticate, if required by law or this Resolution, date (in the space designated Date of

Registration) and deliver, in the name(s) of the designated transferee or transferees, one or more new Bonds of the like aggregate principal amount having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of “bearer” or similar designation. Transfer of a Bond may be made on the Issuer’s books by the registered owner in person or by the registered owner’s attorney duly authorized in writing. Transfers shall be subject to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Issuer and the Bond Registrar shall not be required to make any transfer or exchange of any Bonds called for redemption or to make any such exchange or transfer of the Bonds during the 15 days next preceding the date of the first publication or the mailing (if there is no publication) of notice of redemption in the case of a proposed redemption of the Bonds.

C. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the registered owner thereof, with signature guaranteed, or by the registered Holder’s attorney duly authorized in writing and shall include written instructions as to the details of the transfer of the Bond. When any Bond is presented to the Bond Registrar for transfer, the Bond Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Bond Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

D. At the option of the Holder, replacement Bonds may be exchanged for Bonds of any authorized denomination or denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the Issuer shall execute (if required by law or this Resolution), and the Bond Registrar shall authenticate (if required by law or this Resolution), date (in the space designated Date of Registration) and deliver the replacement Bonds which the Holder making the exchange is entitled to receive. Bonds registered in the name of Cede & Co. may not be exchanged for Bonds of smaller denominations.

E. All Bonds surrendered upon any exchange or transfer provided for in this Resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the Issuer.

F. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Bond. All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the Issuer evidencing the same debt, shall be entitled to the same benefits under this Resolution as the Bonds surrendered for such exchange or transfer, and shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bonds.

G. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost bonds.

H. Bonds registered in the name of Cede & Co. may not after their original delivery, be transferred or exchanged except in accordance with the terms and conditions of the Representation Letter and:

(i) upon exchange of a Bond after a partial redemption, if provided in Section 2.03 of this Resolution;

(ii) to any successor of the Depository (or its nominee) or any substitute depository (a “Substitute Depository”) designated pursuant to clause (iii) below; provided that any successor of the Depository or any Substitute Depository must be both a “clearing corporation” as defined in the Minnesota Uniform Commercial Code, Minnesota Statutes, Section 336.8-102, and a qualified and registered “clearing agency” as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(iii) to a Substitute Depository designated by and acceptable to the Issuer upon (a) the determination by the Depository that the Bonds shall no longer be eligible for its depository services or (b) a determination by the Issuer that the Depository is no longer able to carry out its functions; provided that any Substitute Depository must be qualified to act as such, as provided in subclause (ii) above; or

(iv) in the event that (a) the Depository shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the Issuer is unable to locate a Substitute Depository within two months following the resignation or discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole discretion that (1) the continuation of the book-entry system described herein might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, then the Issuer shall notify the Holders of its determination and of the availability of replacement Bonds to Holders. The Issuer, the Bond Registrar and the Depository shall cooperate in providing Replacement Bonds to Holders requesting the same and the registration, transfer and exchange of such Bonds shall thereafter be conducted as provided in Section 3 of this Resolution.

I. In the event of the designation of a Substitute Depository as authorized by clause H., the Bond Registrar, upon presentation of a Bond, shall register their transfer to the Substitute Depository, and the Substitute Depository shall be treated as the Depository for all purposes and functions under this Resolution. The Representation Letter shall not apply to the Substitute Depository unless the Issuer and the Substitute Depository so agree, and the execution of a similar agreement is authorized.

3.05 Persons Deemed Owners; Payment.

A. The Issuer and the Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if

any, and interest (subject to the payment provisions in Section 2.02 above), on such Bond and for all other purposes whatsoever, whether or not such Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

B. For the purposes of all actions, consents and other matters affecting Holders of Bonds issued under this Resolution as from time to time supplemented, other than payments, redemptions, and purchases, the Issuer may (but shall not be obligated to) treat as the Holder of a Bond the beneficial owner of the Bond instead of the person in whose name the Bond is registered. For that purpose, the Issuer may ascertain the identity of the beneficial owner of the Bond by such means as the Bond Registrar in its sole discretion deems appropriate, including but not limited to a certificate from the Depository or other person in whose name the Bond is registered identifying such beneficial owner.

C. The principal of and interest on the Bonds shall be payable by the Bond Registrar in such funds as are legal tender for the payment of debts due the United States of America. The Issuer shall pay the reasonable and customary charges of the Bond Registrar for the disbursement of principal and interest.

3.06 Use of Global Book-Entry System.

A. There has been previously submitted to this Board a form of Blanket Issuer Letter of Representations (the “Letter of Representations”) between the Issuer and the Depository setting forth various matters relating to the Depository and its role with respect to the Bonds. The terms and conditions of the Letter of Representations are ratified.

B. So long as DTC is the Depository or it or its nominee is the Holder of any Bonds, the Issuer shall comply with the provisions of the Letter of Representations, as it may be amended or supplemented from time to time.

C. Additional matters with respect to, among other things, notices, consents and approvals by Holders and payments on the Bonds are set forth in the Letter of Representations.

D. The provisions in the Letter of Representations are incorporated herein by reference and made a part of this Resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this Resolution, the provisions in the Letter of Representations shall control.

3.07 Mutilated, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen, or lost, the Bond 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 Bond Registrar and the Issuer in connection therewith, including the cost of printing new Bonds; and, in the case of a Bond destroyed, stolen, or lost, upon filing with the Bond Registrar and the Issuer of evidence satisfactory to it and the Issuer that the Bond was destroyed, stolen, or lost, and of the ownership thereof, and upon furnishing to the Bond

Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it and the Issuer and as provided by law, in which both the Issuer and the Bond Registrar must be named as obliges ds. Bonds so surrendered to the Bond Registrar will be canceled by the Bond Registrar and evidence of such cancellation must be given to the Issuer. 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.

Section 4. Form of the Bonds.

4.01 The Bonds shall be printed or typewritten in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF KOOCHICHING
GENERAL OBLIGATION JAIL BONDS, SERIES 2022A

R-__ \$_____

Rate Maturity Date Date of Original Issue CUSIP
____% February 1, 20__ September 7, 2022 500494 _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \$9,720,000 DOLLARS

Koochiching County, Minnesota (the “Issuer”), certifies that it is indebted and for value received, promises to pay to the registered owner specified above or on the Registration Certificate attached hereto, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, and to pay interest thereon semiannually on February 1 and August 1 of each year (each referred to herein as an “Interest Payment Date”) commencing on August 1, 2023, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal amount is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof set forth above.

Payment. The principal of and premium, if any, on this Bond are payable by wire transfer (or other agreed means of payment) on each payment date no later than 12:00 noon (New York, New York time) upon presentation and surrender hereof at the office of Northland Trust Services, Inc., Minneapolis, Minnesota, as registrar, paying agent, authenticating agent and transfer agent (the “Bond Registrar”), or at the office of such successor bond registrar as may be designated by the Issuer. Interest on this Bond will be paid on each Interest Payment Date (by 12:00 noon, New York, New York time) by wire transfer (or other agreed means of payment) to the person in whose name this Bond is registered (the “Holder” or “Bondholder”) on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the “Regular Record Date”). Any interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of

business on a date fixed for the payment of the defaulted interest, and notice of the special record date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The Bond Registrar shall make all payments with respect to this Bond without, except for payment of principal on the Bond, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Issuer to the extent of the payments so made. The principal of, premium, if any, and interest on this Bond are payable in lawful money of the United States of America. For the prompt and full payment of such principal and interest as they become due, the full faith and credit of the Issuer are irrevocably pledged.

Date of Payment Not Business Day. If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Issuance; Purpose. This Bond is one of a series issued by the Issuer in the total aggregate amount of \$9,720,000, all of like original issue date and tenor, except as to number, maturity date, redemption privilege, denomination and interest rate, pursuant to: (i) the authority contained in Minnesota Statutes, Chapters 641 and 475 and all other laws thereunto enabling; and (ii) an authorizing resolution adopted by the governing body of the Issuer on August 9, 2022 (the “Resolution”). The Bonds are issued for the purpose of providing funds to finance the construction of a new County jail and the costs of issuing the Bonds. The Issuer has levied a direct, annual ad valorem tax upon all taxable property within the Issuer which shall be extended upon the tax rolls for the years and in the amounts sufficient to produce sums not less than five percent in excess of the amounts of principal and interest on the Bonds, as such principal and interest respectively come due. Reference is made to the Resolution for a full statement of rights and powers thereby conferred.

Redemption. The Bonds maturing prior to February 1, 2031 shall not be subject to redemption and prepayment before maturity. Bonds maturing on or after February 1, 2031 are callable on February 1, 2030 or any date thereafter at a price equal to the principal amount thereof plus accrued interest to the redemption date.

Notice of 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 Bond Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) not more than 60 and not less than 30 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Bond Registrar and by publishing the notice of redemption, if required by law, in the manner required by Minnesota Statutes, Section 475.54, Subdivision 4; provided, however, that so long as the Bonds are registered in the name of Cede & Co., as nominee for The Depository Trust Company (“DTC”), notice of redemption shall be given in accordance with the terms of the Blanket Letter of Representations between the

issuer and DTC. Failure to give notice by mail to any registered owner, or any defect therein, will not affect the validity of any proceeding for the redemption of Bonds not affected by such defect or failure. 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. If less than all of the bonds of a maturity are called for redemption while the Bonds are registered in the name of Cede & Co., the Issuer or the Bond Registrar designated below will notify 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 interest in such maturity to be redeemed. If less than all the Bonds of a maturity are called for redemption and the Bonds are not registered in the name of Cede & Co., the Bond Registrar will determine by lot or other manner deemed fair, the amount of each maturity to be redeemed. All prepayments shall be at a price equal to the principal amount thereof plus accrued interest.

General Obligation. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are irrevocably pledged.

Denominations; Exchange. The Bonds of this series are issued as fully registered bonds without coupons, in the denomination of \$5,000 or any integral multiple thereof. The Issuer will, at the request of the registered owner, issue one or more new fully registered Bonds in the name of the registered owner in the aggregate principal amount equal to the unpaid principal balance of this Bond, and of like tenor except as to number and principal amount at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution and the Letter of Representations. Reference is made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Registration; Transfer. This Bond shall be registered in the name of the payee on the books of the Issuer by presenting this Bond for registration to the Bond Registrar, whose representative will endorse his or her name and note the date of registration opposite the name of the payee in the Registration Certificate attached hereto. Thereafter this Bond may be transferred by delivery with an assignment duly executed by the Holder or the Holder's legal representative, and the Issuer and Bond Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner until this Bond is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Bond Registrar, all subject to the terms and conditions provided in the Resolution and the Letter of Representations and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar. Thereupon the Issuer shall execute (if required by law or the Resolution) and the Bond Registrar shall authenticate (if required by law or the Resolution) and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee, of an authorized denomination, in an aggregate principal amount equal to the principal amount of this Bond, of the same maturity, and bearing

interest at the same rate.

Fees Upon Transfer to Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds. No service charge shall be made by the Issuer for any transfer or exchange hereinbefore referred to but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Treatment of Registered Owner. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes whatsoever, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until either (i) the Bond Registrar's Authentication Certificate hereon shall have been executed by the Bond Registrar by one of its authorized representatives or (ii) the Bond has been manually executed by at least one officer of the governing body of the Issuer.

Qualified Tax-Exempt Obligations. The Bonds of this issue have been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

State Guarantee. The Issuer has qualified these Bonds for participation in the State of Minnesota Public Facilities Authority Credit Enhancement Program under which the State of Minnesota guaranties payment of city and county debt obligations pursuant to Minnesota Statutes, Section 446A.086. If the Issuer is unable to make any portion of the principal or interest payments on the Bonds as they become due, the State of Minnesota has agreed to make such payment in the Issuer's place.

IT IS 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 happen and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the Issuer enforceable in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner as so required; that, if necessary for payment of principal of and interest on the Bonds of this issue, ad valorem taxes may be levied upon all taxable property in the Issuer without limitation as to rate or amount; and that the issuance of this Bond on the date of original issue hereof and the date of its actual original issuance and delivery, does not exceed any constitutional, charter or statutory limitation of indebtedness.

IN WITNESS WHEREOF, Koochiching County, Minnesota, by its governing body, has caused this Bond to be executed in its name by the facsimile or manual signature of the Chair and attested by the facsimile or manual signature of the Auditor-Treasurer, the Issuer having no seal or said seal having been intentionally omitted as permitted by law. Voting to adopt the Resolution: Sjoblom, Pavleck, Skoe. Motion carried.

2022/08-07 Motion by Sjoblom, seconded by Skoe to ratify contract settlement with the Koochiching County Non-Union Hourly Employee Group for 2022 through 2024 as recommended by the Board's Negotiation Committee and to authorize the Administration Director to make the appropriate 2022 budget adjustments and fund transfers. Voting yes: Sjoblom, Pavleck, Skoe. Motion carried.

2022/08-08 Motion by Skoe, seconded by Sjoblom to approve an application for a Permit for Display of Fireworks/Pyrotechnic Special Effects for the Koochiching County Agricultural Association for August 13, 2022 located at 12099 Highway 71, Northome, MN. Voting yes: Sjoblom, Skoe, Pavleck. Motion carried.

2022/08-09 Motion by Skoe, seconded by Sjoblom to approve resolution authorizing entry into a Joint Powers Agreement in the form of a Declaration of Trust establishing an entity known as "**Minnesota Association of Governments Investing for Counties**" and authorizing participation in certain investment programs in connection therewith:

WHEREAS, Minnesota Statutes Section 471.59 (the Joint Powers Act) provides among other things that governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the MAGIC Fund was formed in October 1990 pursuant to the Joint Powers Act by the adoption of a joint powers agreement in the form of a Declaration of Trust by a group of Minnesota Counties acting as the Initial Participants thereof; and

WHEREAS, the Declaration of Trust, as amended, has been presented to this board; and

WHEREAS, the Declaration of Trust authorizes municipalities of the State of Minnesota to adopt and enter into the Declaration of Trust and become Participants of the MAGIC Fund; and

WHEREAS, this board deems it to be advisable for this county* to adopt and enter into the Declaration of Trust and become a Participant of the MAGIC Fund for the purpose of the joint investment of this county's monies with those of other counties so as to enhance the investment earnings accruing to each; and

WHEREAS, this board deems it to be advisable for this county to make use from time to time, in the discretion of the officials of the county identified in Section 2 of the following Resolution, of the Fixed-Rate Investment Program available to Participants of the MAGIC Fund. Voting to adopt the Resolution: Sjoblom, Pavleck, Skoe. Motion carried.

2022/08-10 Motion by Sjoblom, seconded by Skoe to approve the request of the Complex Director to seek bids for a 10-ton AC/Heat Pump rooftop unit for the Forestland Building as budgeted in the 2022 Budget. Voting yes: Sjoblom, Skoe, Pavleck. Motion carried.

000 The complex director updated the Board the hailstorm in June caused \$8,856 in damage to window screens, exhaust fans and AC Condensers at the Courthouse and Forestland buildings. Repair work is being done and payment has been received from insurance. He also noted the roof was replaced on the building at the Van Lynn Road Towers. Two grants were received by the County to do some work in the Courtroom and Court offices.

2022/08-11 Motion by Sjoblom, seconded by Skoe to approve the amendment to the 2022 Northland Counseling Children's Mental Health Agreement. Voting yes: Sjoblom, Skoe, Pavleck. Motion carried.

2022/08-12 Motion by Skoe, seconded by Sjoblom to adopt the following resolution approving the FY 2023 CVSO Operational Enhancement Grant:

BE IT RESOLVED by Koochiching County that the County enter into the Grant Agreement with the Minnesota Department of Veterans Affairs (MDVA) to conduct the County Veterans Service Office Operational Enhancement Grant Program. The grant must be used to provide outreach to the County's Veterans; to assist in the reintegration of combat Veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to Veterans; to reduce homelessness among Veterans; and to enhance the operations of the County Veterans Service Office, as specified in Minnesota Statutes 197.608 and Minnesota Laws 2021, 1st Special Session, Chapter 12, Article 1, Section 37, Subdivision 2. This Grant should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED by Koochiching County that Mark Lessard, the County Veterans Service Officer, be authorized to execute the Grant Contract for the above-mentioned Program on behalf of the County. Voting yes: Skoe, Sjoblom, Pavleck. Motion carried.

2022/07-13 Motion by Skoe seconded by Sjoblom to accept the low bid and award Project CP 2022-06 – 2022 to R.J. Zavoral and Sons, Inc for \$128,030.00 and authorize the Board Chair to sign the contract agreement for these projects. Voting yes: Sjoblom, Skoe, Pavleck. Motion carried.

000 The Board Chair called for Public Comment and there was none.

2022/08-14 Motion by Sjoblom, seconded by Skoe to adjourn the meeting at 10:46 a.m. Voting yes: Pavleck, Sjoblom, Skoe. Motion carried.