

**OFFICIAL PROCEEDINGS OF THE MEETING
OF THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF ST. LOUIS, MINNESOTA,
HELD ON AUGUST 3, 2021**

The Board of County Commissioners of the County of St. Louis, Minnesota, met this 3rd day of August 2021, at 9:38 a.m., at the Government Services Center, Duluth, Minnesota, with the following members present: Commissioners Frank Jewell, Patrick Boyle, Ashley Grimm, Paul McDonald, Keith Musolf, Keith Nelson and Chair Mike Jugovich - 7. Absent: None - 0.

Chair Jugovich asked for a moment of silence in remembrance of all victims of violence, foreign and domestic; followed by the pledge of allegiance. Chair Jugovich acknowledged the effort and sacrifices that frontline workers have made during the pandemic.

Chair Jugovich opened the meeting to persons who wish to address the Board concerning issues not on the agenda. Chuck Davis, of Duluth, commented on broadband efforts for Canosia, Gnesen, Lakewood, Normanna and Rice Lake. Mr. Davis said that the areas are working on a broadband agreement with CTC and asked the Board to consider funding in the amount of \$405,000 to assist with the project. Suzanne Herstad, of Duluth, highlighted citizen outreach regarding broadband and said that the City of Rice Lake met with LTD Broadband; however, they are not as progressive as the city hoped. Hannah Alstead, of Duluth, said that she works for Senator Tina Smith's Office and thanked the County and the Board for their work in developing the mentor program.

At 9:52 a.m., a public hearing was conducted pursuant to Resolution No. 21-378, adopted July 6, 2021, to receive public comment on an amendment to the Capital Improvement Plan and the intent to Issue Capital Improvement Bonds for the construction of several public works facility projects. St. Louis County Public Works Director Jim Foldesi provided the Board with an overview of the public works projects related to the bonding request. Director Foldesi said that the buildings included in the project were functionally obsolete due to space and storage issues and energy inefficiencies. Terri Heaton, Principal, of Baker Tilly Municipal Advisors, provided the Board with an overview of the bonding terms. Ms. Heaton said that there will be twenty years of principal payments; 2022 and 2023 will be interest only payments. The estimated interest is 1.652%, and the bonds are callable on or after December 1, 2031. Chair Jugovich asked if there were any other governmental entities, supporters or opponents, or citizens who wished to speak regarding the proposed action; no one requested the opportunity to speak. At 10:25 a.m., Commissioner Nelson, supported by Commissioner Jewell, moved to close the public hearing. The motion passed; seven yeas, zero nays.

Commissioner McDonald, supported by Commissioner Nelson, moved to approve the Capital Improvement Plan, as amended, and state the intent to issue General Obligation Capital Improvement Bonds under Minnesota Statutes, Section 373.40. The motion passed; seven yeas, zero nays. Resolution No. 21-438.

Commissioner Jewell temporarily exited the meeting from 10:29 a.m. to 10:32 a.m.

Commissioner Nelson, supported by Commissioner Jewell, moved to authorize the issuance, sale and delivery of General Obligation Capital Improvement Bonds, Series 2021A, in a principal amount not to exceed \$26,000,000 and to establish the terms and form thereof; create a debt service fund

therefor; and to provide for awarding the sale thereof. The motion passed; seven yeas, zero nays. Resolution No. 21-439.

Commissioner Boyle, supported by Commissioner McDonald, moved to approve the consent agenda. The motion passed; seven yeas, zero nays.

Commissioner Boyle, supported by Commissioner Jewell, moved that the St. Louis County Board authorizes the Public Health and Human Services Department to accept grant funds in the amount of \$395,850 from the Minnesota Department of Human Services Housing and Supports and Services Division for the 2021-2023 grant cycle including continued funding of Position Code G030-001, to enter into agreements with community partners, and to increase the 2021 revenue and expense budget to reflect the awarded amount, with any unspent funds to be carried over into the 2022 and 2023 grant cycle. Commissioner Jewell commented that the email correspondence provided by county administration clarified the grant program. After further discussion, the motion passed; seven yeas, zero nays. Resolution No. 21-440.

St. Louis County Public Health & Human Services Director Linnea Mirsch provided the Board with an update regarding COVID-19 and the new mask guidelines from the Center for Disease Control and Prevention (CDC). Director Mirsch said that St. Louis County has moved into the substantial transmission category, defined by the CDC as more than 50 new cases per week per 100,000 residents. The CDC recommends that everyone wear masks in indoor, public settings in St. Louis County. Director Mirsch commented all people, regardless of vaccination status, can carry and transmit COVID-19; wearing a mask provides protection from the Delta variant and prevents the spread to others. Director Mirsch said that the county continues to encourage people to get vaccinated and noted that the vaccines are effective at protecting people against serious infection and death.

The following Board and contract files were created from documents received by this Board:

Kevin Gray, County Administrator, and Mary Tennis, St. Louis County Depot Director, submitting Board Letter No. 21-320, Authorization to Apply and Accept a Depot Foundation Grant for St. Louis County Heritage & Arts Center: Basement Buildout.—61528

Kevin Gray, County Administrator, submitting Board Letter No. 21-325, St. Louis County Agricultural Fair Association Funding Request – Animal Buildings.—61529

Kevin Gray, County Administrator, and James Gottschald, Human Resources and Administration Director, submitting Board Letter No. 21-326, Deputy Sheriff Unit: 2020 – 2022.—61530

Kevin Gray, County Administrator, Julie Marinucci, Land and Minerals Director, and Nancy Nilsen, County Auditor/Treasurer, submitting Board Letter No. 21-322, Reclassification of State Tax Forfeited Lands to Non-Conservation.—61531

Kevin Gray, County Administrator, Nancy Nilsen, County Auditor/Treasurer, and Julie Marinucci, Land and Minerals Director, submitting Board Letter No. 21-323, Consideration of Request for Free Conveyance of State Tax Forfeited Land to St. Louis County – Integrated Waste Management Facility.—61532

Department of Human Services SFY 2022 Housing Support Agreement – Group Settings, Contract No. 54139, between St. Louis County and Leiha, LLC, Duluth, MN.—21-586

Purchase of Service Agreement, Contract No. 17195, between St. Louis County and Residential Services of NE MN, Inc., Duluth, MN, for Semi-independent Living Services during the period July 1, 2021, to June 30, 2023.—21-587

Purchase of Service Agreement, Contract No. 17204, between St. Louis County and Lutheran Social Services of Minnesota (LSS), St. Paul, MN, for Children’s Residential Services, Crisis Shelter, during the period July 1, 2021, to December 31, 2021.—21-588

Purchase of Service Agreement, Contract No. 17210, between St. Louis County and Range Transitional Housing, Virginia, MN, for Housing Support Services for Adults with Serious Mental Illness during the period July 13, 2021, to June 17, 2022.—21-589

Purchase of Service Agreement, Contract No. 17207, between St. Louis County and Arrowhead Economic Opportunity Agency, Virginia, MN, for Housing Support Services for Adults with Serious Mental Illness during the period July 13, 2021, to June 17, 2022.—21-590

Purchase of Service Agreement, Contract No. 17172, between St. Louis County and Kanerva Consulting, LLC, Iron, MN, for Housing Support Services for Adults with Serious Mental Illness during the period July 13, 2021, to June 17, 2022.—21-591

Addendum to Purchase Agreement, Contract No. 17054B, between St. Louis County and Safe Haven Shelter for Battered Women, for Ongoing Housing and Housing Related Services, increasing the contract maximum and extending the contract through SFY22.—21-592

Addendum to Purchase Agreement, Contract No. 17081A, between St. Louis County and Human Development Center, for Assertive Community Treatment (ACT) Services, decreasing the budget and contract maximum to reflect the transfer of staff from Provider to Board 2021 ACT budget.—21-593

Tribal and State Partnership Memorandum of Understanding, MOU #17174, between the St. Louis County Board of Commissioners and the Regents of the University of Minnesota, Tribal and State Partnership Team Project (TSPTP), Minneapolis, MN, for involvement in the Department of Human Services Administration for Children and Families, and Administration on Children, Youth and Families, during the period March 1, 2021, to February 28, 2022.—21-594

Data Use Agreement, Contract No. 17175, between the St. Louis County Board of Commissioners and the Regents of the University of Minnesota, Tribal and State Partnership Team Project (TSPTP), Minneapolis, MN, whereby TSPTP will perform functions of a government entity as an agent of the “welfare system” and entitled to access private data as necessary to carry out provisions of Memorandum of Understanding #17174.—21-595

Amendment No. 1 to Contract No. 168027 between the State of Minnesota, Sixth Judicial District, Duluth, MN, and the St. Louis County Board of Commissioners to provide case management representation on the State’s North St. Louis County Mental Health Court team, Hibbing, MN,

extending the term through June 30, 2023, and increasing the total obligation from \$70,000 to \$139,984.—21-596

Department of Human Services SFY 2022 Housing Support Agreement – Group Settings, Contract No. 54142, between St. Louis County and Focus on Living, Inc., Duluth, MN.—21-597

Department of Human Services SFY 2022 Housing Support Agreement – Group Settings, Contract No. 54162, between St. Louis County and Peterson Colonial Homes, Inc., Brookston, MN.—21-598

Department of Human Services SFY 2022 Housing Support Agreement – Group Settings, Contract No. 54164, between St. Louis County and Interim Health Care of Lake Superior, Inc., Duluth, MN.—21-599

Department of Human Services SFY 2022 Housing Support Agreement – Group Settings, Contract No. 54165, between St. Louis County and Tender Cares, LLC, Duluth, MN.—21-600

Department of Human Services SFY 2022 Housing Support Agreement – Group Settings, Contract No. 54167, between St. Louis County and Lakeside Manor Boarding Home, Inc., Duluth, MN.—21-601

Department of Human Services SFY 2022 Housing Support Agreement – Group Settings, Contract No. 54168, between St. Louis County and Rural Living Environments, Babbitt, MN.—21-602

Department of Human Services SFY 2022 Housing Support Agreement – Group Settings, Contract No. 54170, between St. Louis County and Lifestone Health Care, Inc., Proctor, MN.—21-603

Department of Human Services SFY 2022 Housing Support Agreement – Group Settings, Contract No. 54171, between St. Louis County and Minnesota Teen Challenge, Minneapolis, MN.—21-604

Service Contract No. 5565H between the County of St. Louis and Cope & Peterson, Ltd., Virginia, MN, to provide parent representation for Children in Need of Protection (CHIPS), Termination of Parental Rights (TPR), transfer of legal and physical custody, permanent custody to the agency, temporary legal custody to the agency and Long Term Foster Care (LTFC) placement, during the period July 1, 2021, to December 31, 2021.—21-605

Service Contract No. 5565I between the County of St. Louis and Karl Sundquist, Virginia, MN, to provide parent representation for Children in Need of Protection (CHIPS), Termination of Parental Rights (TPR), transfer of legal and physical custody, permanent custody to the agency, temporary legal custody to the agency and Long Term Foster Care (LTFC) placement, during the period July 14, 2021, to December 31, 2021.—21-606

Amendment No. 1, Original Damion No. 2018-011945, between the County of St. Louis and Short Elliott Hendrickson, Inc., St. Cloud, MN, to prepare a Facility Plan and develop up to 75% of the Design Documents needed for a community sanitary sewer project for properties on Ash River, extending the terms of the original contract for the period September 1, 2020, through June 30, 2022.—21-607

State of Minnesota Grant Contract Agreement, PO ID No. 3000008419, in the amount of \$840 between the Department of Iron Range Resources and Rehabilitation and St. Louis County for local economic development projects (commercial demolition) for the grant term June 23, 2021, to December 31, 2021.—21-608

State of Minnesota Grant Contract Agreement, PO ID No. 3000008422, in the amount of \$49,400 between the Department of Iron Range Resources and Rehabilitation and St. Louis County for local economic development projects (commercial demolition) for the grant term June 23, 2021, to December 31, 2021.—21-609

State of Minnesota Grant Contract Agreement, PO ID No. 3000008417, in the amount of \$36,144 between the Department of Iron Range Resources and Rehabilitation and St. Louis County for local economic development projects (residential demolition) for the grant term June 23, 2021, to December 31, 2021.—21-610

Upon motion by Commissioner Boyle, supported by Commissioner McDonald, resolutions numbered 21-425 through 21-437, as submitted on the consent agenda, were unanimously adopted as follows:

BY COMMISSIONER BOYLE:

RESOLVED, That the official proceedings of the St. Louis County Board of Commissioners for the meeting of July 27, 2021, are hereby approved.

Adopted August 3, 2021. No. 21-425

WHEREAS, Housing and Urban Development (HUD) has released the FY 2019 and 2020 Youth Homelessness Demonstration Program (YHDP) Notice of Funding Opportunity (NOFO) for rounds four and five grant funds, which was published on May 24, 2021, and will select up to 50 communities to participate in the YHDP to develop and execute a coordinated community approach to preventing and ending youth homelessness; and

WHEREAS, Funding awarded to those selected will range from \$1 million to \$15 million per community based on each community's youth population size and poverty rate; and

WHEREAS, The St. Louis County Continuum of Care would be the collaborative applicant and administer the funds; and

WHEREAS, The funding would be utilized to implement projects that will significantly reduce youth homelessness for youth up to age 24 including unaccompanied and pregnant or parenting youth, and the work of this grant will be youth-led and focused on systems change to end youth homelessness.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the Public Health and Human Services Department to accept grant funds in the amount of up to \$15 million from HUD for a two-year grant cycle with the opportunity for renewal.

Adopted August 3, 2021. No. 21-426

WHEREAS, St. Louis County seeks to invest up to \$5,183,159 in 2021-2024 American Recovery Act funds through its Public Health and Human Services (PHHS) Department to support school districts within St. Louis County to reengage students and get them back on track for academic success following the pandemic; and

WHEREAS, School districts around St. Louis County have reported that many students stopped attending, were unresponsive to outreach, fell behind in grades and credits, and some were unenrolled in the wake of the pandemic; and

WHEREAS, The traditional roles and responsibilities, tools and options available to St. Louis County for educational neglect and truancy concerns are inadequate to meet the support COVID needs and recovery priorities; and

WHEREAS, PHHS has been proactively collaborating with school districts throughout the county, along with the University of Minnesota, to assess the need and determine an effective solution utilizing a nation-wide, evidence-based intervention called *Check & Connect*; and

WHEREAS, There are 22 districts in St. Louis County with 107 schools and 25,551 students and 8 Independent School Districts and 7 individual schools have requested funding to support 36.5 FTE mentors and 2.0 FTE coordinators; and

WHEREAS, Additional districts and schools may adjust their level of participation and one district (Floodwood) has requested to defer their application for funding until the 2022/2023 school year requiring some flexibility for schools and districts to join for the second and third school year; and

WHEREAS, The 8 Independent School Districts and 7 individual schools have requested funding through an RFP process to support 36.5 FTE mentors and 2.0 FTE coordinators for three school years beginning August, 2021.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board invest and distribute up to \$5,183,159 in 2021-2024 American Recovery Act funds through its Public Health and Human Services (PHHS) Department to support school districts and individual schools within St. Louis County to reengage students and get them back on track for academic success following the pandemic.

RESOLVED FURTHER, That the St. Louis County Board authorize PHHS to enter into contracts with the University of Minnesota to provide *Check & Connect* implementation and management (training, program coordination, evaluation, coaching, technical support), and selected school districts and individual schools within St. Louis County for three years of funding to support mentors and coordinators beginning August, 2021 through August, 2024 as follows:

Funding Table:

Fiscal Agent/ Contractor	Number of Mentors Requested	Coordinators	Funding (up to)	Budget Agency Established
St. Louis County School District, and additionally as fiscal agent for the following Districts and schools:	4 FTE's	1 FTE (North)	\$795,000	
Hibbing Public School District	4 FTE's		\$480,000	
Mountain Iron School District	0.5 FTE		\$60,000	
Rock Ridge School District	3 FTE's		\$360,000	
Northland Learning Services	0.5 FTE		\$60,000	
Marquette Catholic School	0.5 FTE		\$60,000	
Assumption Catholic School	0.5 FTE		\$60,000	

East Range Academy of Tech & Science		1 FTE		\$120,000	
Subtotal St. Louis County School District and additional Districts and School incorporated in their contract				\$1,995,000	239501
Ely School District		1 FTE		\$106,500	239509
Mesabi East School District		2 FTE's		\$292,000	239510
Vermilion Country School		.5 FTE		\$60,000	239511
Proctor		3 FTE's	1FTE (South)	\$604,682	239512
Duluth Public School District		14 FTE's		\$1,624,977	239513
Duluth Edison Charter Schools		1 FTE		\$150,000	239514
Stella Maris		1 FTE		\$80,000	239515
Set aside for potential future districts/ schools		TBD		\$120,000	239517
9		36.5	2	\$5,033,159	
Additional Contract	Service			Funding (up to)	Budget Agency Established
University of Minnesota	Training, Program Coordination, Evaluation, Coaching, Technical Support			\$150,000	239516
Total Distribution					\$5,183,159

Adopted August 3, 2021. No. 21-427

RESOLVED, That the St. Louis County Board approves the applications for abatement, correction of assessed valuations and taxes plus penalty and interest, and any additional accrual, identified in County Board File No. 61426.

Adopted August 3, 2021. No. 21-428

RESOLVED, That pursuant to Minn. Stat. § 349.213, Subd. 2, the St. Louis County Board of Commissioners approves the following Lawful Gambling License Application (raffle) on file in the office of the County Auditor, identified as County Board File No. 61435 for the following organization:

Lake Superior Steelhead Association, PO Box 16034, Duluth, MN 55816, to conduct off-site gambling on September 25, 2021, at Clearwater Grille, 5135 North Shore Drive, Duluth, MN 55804, Duluth Township.

Adopted August 3, 2021. No. 21-429

WHEREAS, The Depot Foundation awards grant funding to entities housed within the St. Louis County Heritage and Arts Center (the Depot), or those that hold events at the Depot; and

WHEREAS, The St. Louis County Heritage and Arts Director would like to apply and accept a funding request of \$68,800 to hire a professional contractor and team to design, build, update, and complete an office space in the Depot.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the application and acceptance of a Depot Foundation grant in the amount of \$68,800 for the St. Louis County Heritage and Arts Center (the Depot) to buildout office space in the track level of the building.

Adopted August 3, 2021. No. 21-430

WHEREAS, The St. Louis County Agricultural Fair Association (Association) has identified significant improvements necessary to its facilities located in Chisholm, MN; and

WHEREAS, The Association has requested St. Louis County to provide funding of \$1,200,000 for the construction of two buildings; and

WHEREAS, The County has previously provided assistance for certain projects at the fairgrounds resulting in increased attendance and economic opportunities in the region; and

WHEREAS, The County has a commitment to its 4-H programs and the resulting positive hands-on experiences these programs provide our youth; and

WHEREAS, The provision of funding as requested is expected to be the last and final need for funding capital improvements at the Fairgrounds.

THEREFORE, BE IT RESOLVED, That St. Louis County approves a grant in the amount up to \$1,200,000 to the St. Louis County Agricultural Fair Association for the purposes of constructing new buildings at the St. Louis County Fairgrounds in Chisholm, MN.

RESOLVED FURTHER, That these funds be used exclusively for the construction of a cattle, sheep, goat & swine barn and rabbit, poultry & small animal buildings.

RESOLVED FURTHER, That the County Administrator and County Attorney are authorized to negotiate and execute appropriate agreements payable from Fund 403, Object 403002 or if determined eligible by the County and prioritized by the County Board, from American Rescue Plan Act (ARPA) funds or from other fund savings as a result of the County's receipt of ARPA funds.

Adopted August 3, 2021. No. 21-431

RESOLVED, That the recommendations of the Finance Committee for payment of claims and bills against the County of St. Louis, on file in the office of the County Auditor, identified as County Board File No. 61425, are hereby approved and the County Auditor shall issue checks in the following amounts:

June 2021

100	General Fund	8,230,304.79
149	Personal Service Fund	1,534.66
155	Depot	58,842.53
160	MN Trail Assistance	10,211.82
168	Sheriff's State Forfeitures	675.00
169	Attorney Trust Accounts – VW	1,657.62
173	Emergency Shelter Grant	23,507.32
176	Revolving Loan Fund	65.97
178	Economic Development – Tax Forfeit	296,421.79
179	Enhanced 9-1-1	44,320.00
180	Law Library	25,730.55

183	City/County Communications	170.54
184	Extension Service	133,920.36
192	Permit to Carry	5,424.02
200	Public Works	3,378,703.41
204	Local Option Transit Sales Tax	94,966.41
220	State/Federal Road Aid	1,523,616.92
230	Public Health & Human Services	8,966,609.59
238	HHS Conference	10,080.00
239	Pandemic Response Fund	64,527.65
240	Forfeited Tax	454,650.56
250	St. Louis County HRA	1,102,780.00
260	CDBG Grant	125,499.37
270	HOME Grant	12,441.29
289	ISTS Grant	62,906.40
290	Forest Resources	256,600.41
318	2013A Capital Improve Bond	307,792.50
320	2014A ARC Capital Improve Bond	53,709.38
322	2013D Refunding 2010A	49,137.50
324	2015B – Refunding 316-2008B	41,550.00
325	2015C – Capital Improve Bond	501,203.13
326	2016A – Capital Improve Bond	307,143.75
327	2016B – Refunding 318-2013A	229,375.01
328	2018A Capital Improve Bond	503,665.63
329	2018B Capital Improve Bond	286,925.00
330	2020A TST Capital Improve Bond	266,934.51
331	2020B Refunding 2013D&2014A	49,959.28
400	County Facilities	60,001.00
402	Depreciation Reserve Fund	159,000.00
403	Emergency Repairs	4,590.00
405	Public Works Building Const.	66,089.67
407	Public Works – Equipment	140,434.21
449	2020A – TST Bond	1,587,523.18
600	Environmental Services	650,150.73
640	Plat Books	71.45
715	County Garage	75,336.46
720	Property Casualty Liability	16,282.69
730	Workers Compensation	402,342.04
740	Medical Dental Insurance	2,632,290.95
770	Retired Employees Health Insurance	722.90
		<u>\$33,278,399.95</u>

Adopted August 3, 2021. No. 21-432

RESOLVED, That the 2020-2022 Deputy Sheriff Unit Collective Bargaining Agreement is ratified, and the appropriate county officials are authorized to execute the Collective Bargaining Unit Agreement with Law Enforcement Labor Services, a copy of which is on file in County Board File No. 61530.

Adopted August 3, 2021. No. 21-433

RESOLVED, That the official proceedings of the St. Louis County Special Board of Appeal and Equalization for Assessment Year 2021, Payable 2022 meeting dated June 15, 2021, are hereby approved.

Adopted August 3, 2021. No. 21-434

WHEREAS, Minn. Stat. § 282.241 provides that state tax forfeited land may be repurchased by the previous owner subject to payment of delinquent taxes and assessments, with penalties, interest, and maintenance costs; and

WHEREAS, The applicants, Bruce Alan Housey and Paula Schaeffbauer of Aurora, MN, have applied to repurchase state tax forfeited land legally described as:

TOWN OF WHITE

SE 1/4 of NW 1/4

Section 32, Township 57 North, Range 15 West

Parcel code: 570-0012-04400; and

WHEREAS, The applicants were the taxpayers/contract for deed holders of record at the time of forfeiture and are eligible to repurchase the property; and

WHEREAS, Minn. Stat. § 282.302, Subd. 1, provides that the deed must be issued to the previous owner of record, Kathy Jean Dertinger; and

WHEREAS, Resolution of any county or municipal code violations will become a condition of the repurchase; and

WHEREAS, The applicants shall either pay in full or enter into a four-year contract for deed to repurchase the non-homestead property; and

WHEREAS, Approving the repurchase will promote the use of lands that will best serve the public interest.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the repurchase application by Bruce Alan Housey and Paula Schaeffbauer of Aurora, MN, to Kathy Jean Dertinger, on file in County Board File No. 61454, subject to payments including total taxes and assessments of \$9,141.85, deed fee of \$25, deed tax of \$30.17, and recording fee of \$46, for a total of \$9,243.02 to be deposited into Fund 240 (Forfeited Tax Fund), plus a service fee of \$500 to be deposited into Fund 100 (General Fund); and further subject to any other conditions discussed herein.

Adopted August 3, 2021. No. 21-435

WHEREAS, All parcels of land becoming the property of the State of Minnesota in Trust through forfeiture for nonpayment of real estate taxes shall be classified or reclassified as conservation or non-conservation as required by Minn. Stat. § 282.01, Subd. 1; and

WHEREAS, The parcels described in the attached County Board File forfeited to the State of Minnesota for nonpayment of real estate taxes and were previously classified as conservation; and

WHEREAS, The St. Louis County Land and Minerals Department has recommended that the parcels be reclassified as non-conservation after considering, among other things, the present use of adjacent land, the productivity of the soil, the character of forest or other growth, the accessibility of lands to established roads, schools, utilities and other public services, and their peculiar suitability or desirability for particular uses; and

WHEREAS, These parcels of land may be located inside the boundaries of a municipality or town and Minn. Stat. § 282.01 provides that classification or reclassification and sale of lands

situated within a municipality or town must be approved by the governing body of the municipality or town; and

WHEREAS, The town or municipality is considered to have approved the classification or reclassification and sale of these parcels if the county board is not notified of the disapproval of the classification or reclassification and sale within 60 days of the date the request for approval was transmitted to the town or municipality in which the parcels are located.

THEREFORE, BE IT RESOLVED, That the state tax forfeited parcels described in County Board File No. 61531 shall be reclassified as non-conservation, and the request for approval of the reclassification shall be transmitted by the St. Louis County Land and Minerals Department to the clerk of the municipality or town in which the parcels are located.

RESOLVED FURTHER, That the reclassification of these parcels will be deemed approved if the county board does not receive notice of the municipality's or town's disapproval of the reclassification of any parcel within 60 days of the date on which this resolution is delivered to the clerk of the municipality or town.

Adopted August 3, 2021. No. 21-436

WHEREAS, Pursuant to Minn. Stat. § 282.01, Subd. 1a(e), upon the favorable recommendation of the County Board, the Commissioner of Revenue may convey state tax forfeited land to another governmental subdivision for an authorized public use without monetary compensation or consideration; and

WHEREAS, St. Louis County has requested a free conveyance of the state tax forfeited parcels as described in County Board File No. 61532 for a public use; and

WHEREAS, Pursuant to Minn. Stat. § 459.06, Subd. 3, state tax forfeited land which has been included in an established memorial forest and found more suitable for other purposes may, by resolution of the County Board, be withdrawn from the forest for disposal if the Commissioner of Natural Resources approves the sale of such land; and

WHEREAS, These parcels of land have not been withdrawn from sale pursuant to Minn. Stat. §§ 85.012, 92.461, 282.01, Subd. 8, and 282.018, and other statutes that require the withholding of state tax forfeited lands from sale; and

WHEREAS, The Land and Minerals Department recommends that these parcels be reclassified as non-conservation after considering many factors including the present use of adjacent land, the productivity of the soil, the character of forest or other growth, the accessibility of lands to established roads, schools, and other public services, the suitability or desirability for particular uses and the suitability of the forest resources on the land for multiple use and sustained yield management; and

WHEREAS, These parcels are located inside the boundaries of a municipality or town and Minn. Stat. § 282.01 provides that notice of the classification or reclassification of lands situated within a municipality or town must be transmitted to its governing body; and

WHEREAS, The reclassification will be deemed approved if the County Board does not receive notice of a municipality's or town's disapproval within 60 days of the date on which this resolution is delivered to the clerk of the municipality or town in which the parcels are located.

THEREFORE, BE IT RESOLVED, That the state tax forfeited parcels described herein shall be reclassified as non-conservation, and the request for approval of the reclassification shall be transmitted by the St. Louis County Land and Minerals Department to the clerk of the municipality or town in which the parcels are located.

RESOLVED FURTHER, That the reclassification of these parcels will be deemed approved if the county board does not receive notice of the municipality's or town's disapproval of the

reclassification of any parcel within 60 days of the date on which this resolution is delivered to the clerk of the municipality or town.

RESOLVED FURTHER, That the state tax forfeited parcels described herein shall be withdrawn from Memorial Forest status if the Commissioner of Natural Resources approves the sale of such land.

RESOLVED FURTHER, That upon reclassification as non-conservation and withdrawal from memorial forest status, the St. Louis County Board recommends that the Commissioner of Revenue convey the state forfeited land described in County Board File No. 61532 to St. Louis County for an integrated waste management facility, upon payment of \$250 Department of Revenue fee, \$250 administrative fee, \$25 deed fee and \$1.65 deed tax, for a total of \$526.65.

Adopted August 3, 2021. No. 21-437

BY COMMISSIONER McDONALD:

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST.
LOUIS COUNTY, MINNESOTA, APPROVING THE CAPITAL
IMPROVEMENT PLAN, AS AMENDED, AND STATING THE INTENT TO
ISSUE GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS UNDER
MINNESOTA STATUTES, SECTION 373.40**

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

Section 1. The Board, pursuant to Minnesota Statutes, Section 373.40 (the “Act”), previously approved a Capital Improvement Plan (the “Capital Improvement Plan”). Following a public hearing on August 3, 2021, as required by the Act, the Board considered a proposed amendment to the Capital Improvement Plan and the Board has considered the following for each project described in the proposed amendment and the overall plan:

- (i) The condition of the County’s existing infrastructure, including the projected need for repair or replacement;
- (ii) The likely demand for the improvement;
- (iii) The estimated cost of the improvement;
- (iv) The available public resources;
- (v) The level of overlapping debt in the County;
- (vi) The relative benefits and costs of alternative uses of the funds;
- (vii) Operating costs of the proposed improvements; and
- (viii) Alternatives for providing services more efficiently through shared facilities with other cities or local government units.

The Board, based on the considerations set forth in the amendment and overall plan and as set forth herein, hereby approves an amendment to the Capital Improvement Plan, as amended for the years 2021 through 2025, as presented to the Board, and on file as County Board Document File No. 61502 (the “Plan”).

Section 2. Under and pursuant to the authority contained in the Act and Minnesota Statutes, Chapter 475, the County is authorized to issue capital improvement bonds to provide funds for capital improvements pursuant to the Plan.

Section 3. The Board hereby finds and determines that it is necessary, expedient, and in the best interests of the County’s residents that the County issue, sell and deliver general obligation capital improvement bonds in the maximum amount of \$26,000,000, together with up to two percent of additional amount (the “Bonds”), for the purpose of providing funds for the following capital improvements under the Plan and for the payment of costs of issuance of the Bonds:

Public Works Facilities – (i) Public Works Maintenance Facilities to be located in Kugler Township, Culver Township and near Whiteface Reservoir; (ii) a public works storage building, salt/sand dome and brine making system at the Meadowlands Public Works Maintenance Facility; (iii) two salt/sand dome buildings and brine making systems at the Floodwood Garage and the Hibbing Garage; and (iv) three salt/sand dome facilities to be located at the Jean Duluth Garage, the Cotton Garage and the Buyck Garage.

Section 4. The County Auditor shall publish a notice of intent to issue capital improvement bonds in substantially the form attached hereto as Exhibit A as soon as practicable following the public hearing in the official newspaper of the County. If, within 30 days after August 3, 2021, a petition is filed with the County Auditor calling for a vote on the proposition of issuing the Bonds, signed by voters residing within the boundaries of the County equal to five percent of the votes cast in the County in the last County general election, (i) the Bonds shall not be issued until the question of their issuance has been authorized by a majority of the voters voting on the question at the next general or special election called to decide the question; or (ii) if the County elects not to submit the question to the voters, the County shall not propose the issuance of bonds under the Act for the same purpose and in the same amount for a period of 365 days from the date of receipt of such petition.

Adopted August 3, 2021

EXHIBIT A

NOTICE OF INTENT TO ISSUE CAPITAL IMPROVEMENT BONDS PURSUANT TO MINNESOTA STATUTES, SECTION 373.40, BY ST. LOUIS COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN that under and pursuant to the authority contained in Minnesota Statutes, Section 373.40 (the “Act”), and Minnesota Statutes, Chapter 475, the Board of Commissioners of St. Louis County, Minnesota (the “Board”), is authorized to issue general

obligation capital improvement bonds to provide funds for capital improvements pursuant to an amendment to the Capital Improvement Plan for the years 2021 through 2025 approved by the Board on August 3, 2021 (the “Plan”). The Board by resolution adopted August 3, 2021 (the “Resolution”), determined that it is necessary, expedient, and in the best interests of the County’s residents that the County issue, sell and deliver general obligation capital improvement bonds in the maximum amount of \$26,000,000, together with up to two percent of additional amount (the “Bonds”), to provide funds for the following capital improvements under the Plan and for costs of issuance of the Bonds:

Public Works Facilities – (i) Public Works Maintenance Facilities to be located in Kugler Township, Culver Township and near Whiteface Reservoir; (ii) a public works storage building, salt/sand dome and brine making system at the Meadowlands Public Works Maintenance Facility; (iii) two salt/sand dome buildings and brine making systems at the Floodwood Garage and the Hibbing Garage; and (iv) three salt/sand dome facilities to be located at the Jean Duluth Garage, the Cotton Garage and the Buyck Garage.

If, within 30 days after August 3, 2021, a petition is filed with the County Auditor calling for a vote on the proposition of issuing the Bonds, signed by voters residing within the boundaries of the County equal to five percent of the votes cast in the County in the last County general election, the Bonds shall not be issued until the question of their issuance has been authorized by a majority of the voters voting on the question at the next general or special election called to decide the question, except as otherwise permitted under the Act.

BY ORDER OF THE BOARD OF COMMISSIONERS

/s/ Nancy Nilsen, County Auditor

Unanimously adopted August 3, 2021. No. 21-438

BY COMMISSIONER NELSON:

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. LOUIS COUNTY, MINNESOTA, PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS, SERIES 2021A, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$26,000,000; ESTABLISHING THE TERMS AND FORM THEREOF; CREATING A DEBT SERVICE FUND THEREFOR; AND PROVIDING FOR AWARDING THE SALE THEREOF

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

Section 1. Purpose and Authorization.

1.01 Under and pursuant to the authority contained in Minnesota Statutes, Section 373.40, and Minnesota Statutes, Chapter 475 (collectively the “Act”), the County is authorized to issue capital improvement bonds to provide funds for capital improvements pursuant to an approved capital improvement plan.

1.02 Pursuant to Resolution No. 21-378 adopted by the Board on July 6, 2021, the Board proposed an amendment to the County's Capital Improvement Plan, stated that it was considering issuing capital improvement bonds to finance capital improvements under the Capital Improvement Plan, as amended, and called for a public hearing to be held on August 3, 2021, regarding the plan amendment and the issuance of capital improvement bonds.

1.03 Following published notice and a public hearing according to the Act, the Board, pursuant to Resolution No. 21-438 adopted on August 3, 2021, approved an amendment to the Capital Improvement Plan, as amended for the years 2021 through 2025 (the "Plan"), as presented to the Board and on file as County Board Document File No. 61502, and authorized the issuance of general obligation capital improvement bonds in the maximum principal amount of \$26,000,000, for the purpose of providing funds for the following capital improvements under the Plan and for the payment of costs of issuance of such bonds:

Public Works Facilities – (i) Public Works Maintenance Facilities to be located in Kugler Township, Culver Township and near Whiteface Reservoir; (ii) a public works storage building, salt/sand dome and brine making system at the Meadowlands Public Works Maintenance Facility; (iii) two salt/sand dome buildings and brine making systems at the Floodwood Garage and the Hibbing Garage; and (iv) three salt/sand dome facilities to be located at the Jean Duluth Garage, the Cotton Garage and the Buyck Garage (collectively, the "Project").

1.04 The Board hereby determines that it is necessary and expedient to issue its General Obligation Capital Improvement Bonds, Series 2021A (the "Bonds") in the maximum principal amount of \$26,000,000, pursuant to the above-described authority to provide funds to finance the Project and for payment of costs of issuing the Bonds. The sale of the Bonds shall be contingent upon favorable market conditions, as determined by the County Auditor or the Finance Director, as further described below.

1.05 The Board hereby finds and determines as follows:

A. The Bonds shall be dated the date of issuance and shall bear interest at the rates determined by the successful bidder. Interest shall be payable on June 1 and December 1 (each an "Interest Payment Date") commencing on June 1, 2022.

B. The Bonds shall mature on the dates and in the amounts set forth in the Official Terms of Offering attached hereto as Exhibit A (as may be adjusted) and as described in a Certificate as to Terms of Bond Sale and Levy of Taxes to be executed by any two of the following: the County Auditor, the Finance Director or the Administrator; provided, however, the principal amount of the Bonds shall not exceed \$26,000,000, the final maturity of the Bonds shall not be later than December 1, 2043, and the principal maturities of the Bonds, together with the maturities of all other outstanding general obligation capital improvement bonds of the County, meet the requirements of Minnesota Statutes, Section 475.54. The County, through the County Auditor or the Finance Director, reserves the right to issue or to not issue the Bonds based on applicable market conditions.

1.06 The Official Terms of Offering as set forth on Exhibit A hereto are approved, subject to the changes permitted below. Bids or proposals for the Bonds will be received on a date and time determined by the County Auditor or the Finance Director on the terms and conditions set forth in

the Official Terms of Offering, which terms and conditions may be modified by the County Auditor or the Finance Director after consulting with the County's municipal advisor, based on market conditions, so long as the sale of the Bonds occurs on or before December 31, 2021, and so long as the true interest cost of the Bonds does not exceed 3.00%. As authorized by Section 475.60 of the Act, the Board hereby delegates to the County Auditor, the Finance Director and the Administrator, or any two of them (the "Pricing Committee"), authority to consider the bids or proposals and award the sale of the Bonds, and upon acceptance of the best bid or proposal meeting the requirements of this resolution, the County Auditor, the Finance Director and the Administrator, or any two of them, shall execute on behalf of the County an agreement to sell the Bonds to the successful bidder. The Pricing Committee may not award the sale of the Bonds (i) prior to September 3, 2021; or (ii) in the event a petition requesting a vote on the issuance of the Bonds, as permitted by Minnesota Statutes, Section 373.40, Subd. 2(c), is filed with the County Auditor within 30 days after the public hearing held on August 3, 2021.

1.07 The County has retained Baker Tilly Municipal Advisors, LLC, St. Paul, Minnesota ("Baker Tilly MA"), as an independent municipal advisor to the County, and pursuant to Section 475.60, Subd. 2, paragraph (9) of the Act, Baker Tilly MA is hereby authorized to solicit bids or proposals for the sale of the Bonds on behalf of the County in accordance with the directions of the County Auditor or the Finance Director.

1.08 The County staff, in cooperation with Baker Tilly MA, is authorized and directed to prepare on behalf of the County an official statement for the sale of the Bonds and to obtain ratings of the Bonds.

Section 2. Terms of the Bonds.

2.01 The Bonds maturing in the years 2024 through 2031 shall not be subject to redemption and prepayment before maturity, but those maturing in the year 2032 and in subsequent years shall each be subject to redemption and prepayment at the option of the County on December 1, 2031, and on any day thereafter, in whole or in part, and if in part, at the option of the County and in such manner as the County shall determine. If less than all the Bonds of a maturity are called for redemption, the County, through the Bond Registrar, will notify The Depository Trust Company, New York, New York ("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. All payments shall be at a price equal to the principal amount thereof plus accrued interest. No more than 60 days and no fewer than 30 days prior to the date fixed for redemption and prepayment of any Bonds, notice of redemption shall be mailed to each registered owner of a Bond to be redeemed, at the address shown on the registration books of the County.

2.02 The interest shall be payable semiannually on June 1 and December 1 in each year (each referred to herein as an "Interest Payment Date"), commencing June 1, 2022. 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. The Bond Registrar designated below shall make all interest payments with respect to the Bonds by check or draft mailed to the registered owners of the Bonds shown on the bond registration records maintained by the Bond Registrar at the

close of the business on the 15th day (whether or not on a business day) of the month next preceding the Interest Payment Date at such owners' addresses shown on such bond registration records.

2.03 A. The Bonds shall be prepared for execution in accordance with the approved form and shall be signed by the facsimile or manual signature of the Chair and attested by the manual or facsimile signature of the Clerk of the County Board and the County Auditor. In case any officer whose signature shall appear on the Bonds shall cease to be an officer before delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

B. The County Auditor is authorized and directed to obtain a copy of the proposed approving legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota, which is to be complete except as to dating thereof and cause the opinion to be printed on or attached to each Bond.

2.04 A. The Board hereby appoints the County Auditor as registrar, paying agent and transfer agent for the Bonds (the "Bond Registrar"). The County reserves the right to name a substitute, successor Bond Registrar upon giving prompt written notice to each registered bond holder. The manual signature of the County Auditor on the Bonds shall be conclusive evidence that it has been executed and delivered under this Resolution.

B. The County 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 County 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.

2.05 Book-Entry System.

A. In order to make the Bonds eligible for the services provided by DTC, the County has previously agreed to the applicable provisions set forth in the Blanket Issuer Letter of Representations which has been executed by the County and DTC (the "Representation Letter").

B. Notwithstanding any provision herein to the contrary, so long as the Bonds shall be in Book-Entry Form, the provisions of this Section 2.05 shall govern.

C. All of the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of interest on and principal of any Bond registered in the name of Cede & Co. shall be made by wire transfer or New York Clearing House or equivalent same day funds by 10:00 a.m. CT or as soon as possible thereafter following the Bond Registrar's receipt of funds from the County on each Interest Payment Date to the account of Cede & Co. on each Interest Payment Date at the address indicated in or pursuant to the Representation Letter.

D. DTC (or its nominees) shall be and remain recorded on the Bond Register as the holder of all Bonds which are in Book-Entry Form. No transfer of any Bond in Book-Entry Form shall be made, except from DTC to another depository (or its nominee) or except to terminate the Book-Entry Form. All Bonds of such stated maturity of any Bonds in Book-Entry Form shall be issued and remain in a single Bond certificate registered in the name of DTC (or its nominee);

provided, however, that upon termination of the Book-Entry Form pursuant to the Representation Letter, the County shall, upon delivery of all Bonds of such series from DTC, promptly execute, and the Bond Registrar shall thereupon authenticate and delivery, Bonds of such series to all persons who were beneficial owners thereof immediately prior to such termination; and the Bond Registrar shall register such beneficial owners as holders of the applicable Bonds.

The Bond Registrar shall maintain accurate books and records of the principal balance, if any, of each such outstanding Bond in Book-Entry Form, which shall be conclusive for all purposes whatsoever. Upon the execution or the authentication of any new Bond in Book-Entry Form in exchange for a previous Bond, the Bond Registrar shall designate thereon the principal balance remaining on such bond according to the Bond Registrar's books and records.

No beneficial owner (other than DTC) shall be registered as the holder on the Bond Register for any Bond in Book-Entry Form or entitled to receive any bond certificate. The beneficial ownership interest in any Bond in Book-Entry Form shall be recorded, evidenced and transferred solely in accordance with the Book-Entry System.

Except as expressly provided to the contrary herein, the County and the Bond Registrar may treat and deem DTC to be the absolute owner of all Bonds of each series which are in Book-Entry Form (i) for the purpose of payment of the principal of and interest on such Bond, (ii) for the purpose of giving notices hereunder, and (iii) for all other purposes whatsoever.

E. The County and the Bond Registrar shall each give notices to DTC of such matters and at such times as are required by the Representation Letter, including the following:

- (i) with respect to notices of redemption; and
- (ii) with respect to any other notice required or permitted under this Bond Resolution to be given to any holder of a Bond.

All notices of any nature required or permitted hereunder to be delivered to a holder of a Bond in Book-Entry Form shall be transmitted to beneficial owners of such Bonds at such times and in such manners as shall be determined by DTC, the participants and indirect participants in accordance with the Book-Entry System and the Representation Letter.

F. All payments of principal, redemption price of and interest on any Bonds in Book-Entry Form shall be paid to DTC (or Cede & Co.) in accordance with the Book-Entry System and the Representation Letter in same day funds by wire transfer.

2.06 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 County shall pay the reasonable and customary charges of the Bond Registrar for the disbursement of principal and interest.

2.07 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 County 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 County of evidence satisfactory to it and the County 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 County and as provided by law, in which both the County and the Bond Registrar must be named as obligees. Bonds so surrendered to the Bond Registrar will be canceled by the Bond 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.

2.08 Delivery of the Bonds and payment of the purchase price shall be made at a place mutually satisfactory to the County and the Purchaser. Executed Bonds shall be furnished by the County without cost to the Purchaser. The Bonds, when prepared in accordance with this Resolution and executed, shall be delivered by or under the direction of the County Auditor to the Purchaser thereof upon receipt of the purchase price plus accrued interest.

Section 3. Form of the Bonds.

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

UNITED STATES OF AMERICA
STATE OF MINNESOTA

ST. LOUIS COUNTY

GENERAL OBLIGATION CAPITAL IMPROVEMENT BOND
SERIES 2021A

R-_____ \$_____

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____%	December 1, 20__	_____, 2021	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

St. Louis County, Minnesota (the "County"), for value received, promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above, on the maturity date specified above, and to pay interest on said principal amount to the registered owner hereof from the Date of Original Issue, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount is paid or discharged, said interest being at the rate per annum specified above. Interest is payable semiannually on June 1 and December 1 of each year (each referred to herein as an "Interest Payment Date") commencing on June 1, 2022. Both principal hereof and interest hereon are payable in lawful money of the United

States of America by check or draft at the main office of the County Auditor, as registrar, paying agent and transfer agent (the "Bond Registrar"), or at the office of such successor registrar as may be designated by the Board of Commissioners. The Bond Registrar shall make all interest payments with respect to this Bond directly to the registered owner hereof shown on the bond registration records maintained on behalf of the County by the Bond Registrar at the close of business on the 15th day of the month next preceding the Interest Payment Date (whether or not a business day) at such owner's address shown on said bond registration records, 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 County to the extent of the payments so made. Payment of principal shall be made upon presentation and surrender of this Bond to the Bond Registrar when due. For the prompt and full payment of such principal and interest as they become due, the full faith and credit of the County are irrevocably pledged.

This Bond is one of a series issued by the County in the aggregate amount of \$_____, all of like date and tenor, except as to number, amount, maturity date and interest rate, pursuant to the authority contained in Minnesota Statutes, Section 373.40 and Minnesota Statutes, Chapter 475, amendments to the County's Capital Improvement Plan approved by the governing board of the County on August 3, 2021 (the "Plan"), and all other laws thereunto enabling, and pursuant to an authorizing resolution adopted by the governing body of the County on August 3, 2021, and the award of the sale of the Bonds by the County Auditor, Finance Director and the Administrator, or any two of them (the "Resolution"). This Bond is issued for the purpose of providing a portion of the funds to finance the construction of (i) Public Works Maintenance Facilities to be located in Kugler Township, Culver Township and near Whiteface Reservoir; (ii) a public works storage building, salt/sand dome and brine making system at the Meadowlands Public Works Maintenance Facility; (iii) two salt/sand dome buildings and brine making systems at the Floodwood Garage and the Hibbing Garage; and (iv) three salt/sand dome facilities to be located at the Jean Duluth Garage, the Cotton Garage and the Buyck Garage, as more fully set forth in the Plan. The County has levied a direct, annual ad valorem tax upon all taxable property within the County 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.

The Bonds maturing in the years 20____ and 20____ shall be subject to mandatory redemption and redeemed in installments as provided in the Resolution, at par plus accrued interest to the date of redemption.

The Bonds of this series maturing in the years 2024 through 2031 are not subject to optional redemption before maturity, but those maturing in the year 2032 and in subsequent years are each subject to redemption and prepayment at the option of the County on December 1, 2031, and on any day thereafter, in whole or in part, and if in part at the option of the County and in such manner as the County shall determine and by lot as to Bonds maturing in the same year, at a price of par plus accrued interest.

Not less than 30 days nor more than 60 days prior to the date fixed for redemption and prepayment of any Bonds, notice of redemption shall be mailed to each registered owner of a Bond to be redeemed; however, so long as the Bonds are registered in the name of Cede & Co., as nominee for The Depository Trust Company, Jersey City, New Jersey ("DTC"), notice of

redemption shall be given in accordance with the terms of the Blanket Issuer Letter of Representations executed by the County and DTC. If any Bond is redeemed in part, upon surrender of the Bond being redeemed, the County shall deliver or cause to be delivered to the registered owner of such Bond, a Bond in like form in the principal amount equal to that portion of the Bond so surrendered not being redeemed.

The Bonds of this series are issued as fully registered obligations without coupons, in the denomination of \$5,000 or any integral multiple thereof. Subject to limitations set forth in the Resolution, the County 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. This Bond is transferable by the registered owner hereof upon surrender of this Bond for transfer at the principal corporate office of the Bond Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Bond Registrar and executed by the registered owner hereof or the owner's attorney duly authorized in writing. Thereupon the County shall execute 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 unpaid principal amount of this Bond, of the same maturity, and bearing interest at the same rate. No service charge shall be made for any transfer or exchange hereinbefore referred to but the County may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

IT IS CERTIFIED AND RECITED that all acts and conditions required by laws and the Constitution of the State of Minnesota to be done and to exist precedent 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 and do exist in form, time and manner as so required; that all taxable property within the corporate limits of the County is subject to the levy of ad valorem taxes to the extent needed to pay the principal hereof and the interest thereon when due, without limitation as to rate or amount; and that the issuance of this Bond does not cause the indebtedness of the County to exceed any charter, constitutional or statutory limitation.

IN WITNESS WHEREOF, St. Louis County, Minnesota, by its governing body, has caused this Bond to be executed in its name by the manual or facsimile signatures of the Chair, the Clerk of the County Board and the County Auditor.

ATTEST:

(form-no signature required)
Clerk of the County Board

(form-no signature required)
Chair

(form-no signature required)
County Auditor

Date of Execution: _____

REGISTRATION CERTIFICATE

This Bond must be registered as to both principal and interest in the name of the owner on the books to be kept by the County Auditor of St. Louis County, Minnesota, as Bond Registrar. No transfer of this Bond shall be valid unless made on said books by the registered owner or the owner's attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Bond and the interest accruing thereon is registered on the books of the County Auditor in the name of the registered owner last noted below.

<u>Date</u>	<u>Registered Owner</u>	<u>Signature of County Auditor</u>
10/__/2021	Cede & Co. c/o The Depository Trust Company 570 Washington Blvd. Jersey City, NJ 07310 Federal Taxpayer I.D. No. 13-2555119	<i>(form-no signature required)</i>

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

Social Security or Other
Identifying Number of Assignee

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 thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the fact of the within Bond with every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

(Bank, Trust Company, member of
National Securities Exchange)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the County or its agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Section 4. Covenants, Accounts and Representations.

4.01 The full faith and credit and taxing power of the County are irrevocably pledged for the prompt and full payment of the Bonds and the interest thereon, in accordance with the terms set forth in this Resolution.

4.02 On receipt of the purchase price of the Bonds, the County shall credit the proceeds from the sale of the Bonds, less underwriter discount, to a separate construction fund, which is hereby created and designated as the "Series 2021A Capital Improvement Bonds Construction Account" in the Capital Projects Fund (the "Construction Fund"). The Construction Fund shall be used solely to pay costs of construction of the Project, and costs of issuance of the Bonds, as such payments become due.

4.03 A. Debt Service Fund. For the convenience and proper administration of the monies to be borrowed and repaid on the Bonds and to provide adequate and specific security for the Purchaser and holders from time to time of the Bonds, there is hereby created a special fund to be designated the 2021A General Obligation Capital Improvement Bonds Debt Service Fund (the "Debt Service Fund") to be administered and maintained by the County Auditor as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the County. The Debt Service Fund shall be maintained in the manner herein specified until all of the Bonds and interest thereon have been fully paid.

B. To the Debt Service Fund there is hereby pledged and irrevocably appropriated and there shall be credited: (i) all investment earnings on funds in the Debt Service Fund; (ii) any taxes levied to pay the principal and interest on the Bonds; and (iii) any and all other monies which are properly available and are appropriated by the County to the Debt Service Fund.

The money in the Debt Service Fund shall be used for no purpose other than the payment of principal of and interest on the Bonds. If the balances in the Debt Service Fund are ever insufficient to pay all principal and interest then due on the Bonds, the County Auditor shall nevertheless provide sufficient money from any other funds of the County which are available for that purpose, and such other funds shall be reimbursed from the Debt Service Fund when the balance therein is sufficient.

4.04 A. To assure sufficient monies for the payment of the principal of and interest on the Bonds, there is hereby levied a direct, annual, ad valorem tax upon all taxable property in the County which shall be extended upon the tax rolls and collected with and as part of the other general

property taxes in the County for the years and in the amounts as set forth in the Certificate as to Terms of Bond Sale and Levy of Taxes on the awarding the sale of the Bonds.

B. The tax levies are such that if collected in full they will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Bonds. Such tax receipts shall be deposited in the Debt Service Fund. If the tax receipts from such levies are ever insufficient to pay all principal and interest on the Bonds when due, the County Auditor shall, nevertheless, provide sufficient monies from other funds of the County which are available and such other funds shall be reimbursed from such tax collections when received.

C. Such tax levies shall be irrevocable as long as any of the Bonds issued hereunder are outstanding and unpaid; provided, however, that prior to November 30 of each year, while any Bonds issued hereunder remain outstanding, the Board may reduce or cancel the above levies to the extent of the amount on deposit in and which has been appropriated to the Debt Service Fund to pay the principal of and interest on the Bonds, and may direct the County Auditor to reduce the levy for such year by that amount. The Board anticipates annually utilizing local option transit sales tax proceeds to cancel all or a portion of such tax levies.

4.05 Monies on deposit in the Construction Fund and in the Debt Service Fund may, at the discretion of the County, be invested in securities permitted by Minnesota Statutes, Chapter 118A; provided, that any such investments shall mature at such times and in such amounts as will permit for payment of the principal and interest on the Bonds when due.

Section 5. Tax Covenants.

5.01 The County covenants and agrees with the holders of the Bonds that the County will (i) take all action on its part necessary to cause the interest on the Bonds to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the Bonds and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the Bonds to be subject to federal income taxes, including, without limitation, refraining from spending the proceeds of the Bonds and investment earnings thereon on certain specified purposes.

5.02 A. No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued, and (ii) in addition to the above, in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Debt Service Fund (or any other County account which will be used to pay principal and interest to become due on the Bonds) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable temporary periods of minor portion made available under the federal arbitrage regulations.

B. In addition, the proceeds of the Bonds and money in the Debt Service Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof it and to the extent that such investment would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Internal Revenue code of 1986, as amended (the "Code").

C. The County hereby covenants not to use the proceeds of the Bonds, or to cause or permit 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.

5.03 Unless the proceeds are spent pursuant to an arbitrage rebate spending exception, the County covenants to compute and cause the payment to the United States of all amounts required under the rebate requirement of Code Section 148(f), the regulations issued thereunder with regard to the Bonds. To this end, the County agrees to:

(1) maintain records identifying all "gross proceeds" as defined in Code Section 148(f)(6)(B) attributable to the Bonds, the yield at which such gross proceeds are invested, any arbitrage profit derived therefrom (earnings in excess of the yield on the Bonds) and any earnings derived from the investment of such arbitrage profit;

(2) make, or cause to be made within 30 days after the close of each fifth bond year, the annual determination of the amount, if any, of excess arbitrage required to be paid to the United States by the County (the "Rebate Amount");

(3) pay, or cause to be paid, to the United States at least once every five bond years the Rebate Amount, if any, including the last installment which must be made no later than 60 days after the day on which the Bonds are paid in full;

(4) retain all records of the annual determination of the foregoing amounts until six years after the Bonds have been fully paid.

5.04 The County shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this section.

1. Section 6. Miscellaneous.

6.01 The County Auditor is directed to file a certified copy of this Resolution and such other information as may be required, and to provide to bond counsel a certificate stating that the Bonds herein authorized have been duly entered on his register.

6.02 The officers of the County are authorized and directed to prepare and furnish to the Purchaser and to bond counsel, certified copies of all proceedings and records of the County relating to the legality and marketability of the Bonds, as such facts appear from the official books and records in the officers' custody or are otherwise known to them. All such certified copies, Bonds and affidavits, including any heretofore furnished, constitute representations of the County as to the correctness of the facts recited therein and the action stated therein to have been taken.

6.03 The Chair, the Clerk of the County Board, the County Auditor and the Finance Director are hereby 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.

6.04 In the event of the absence or disability of the Chair, the Clerk of the County Board, the County Auditor or the Finance Director, or such officers as in the opinion of the County Attorney, may act in their behalf, shall without further act or authorization, execute and deliver the Bonds and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

Section 7. Continuing Disclosure. The County acknowledges that the Bonds are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the bondholders to provide continuing disclosure with respect to the bonds. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit underwriters of the Bonds to comply with the Rule, which will enhance the marketability of the Bonds, the Chair and the County Auditor are hereby authorized and directed to execute a Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the County Auditor.

Section 8. Post-Issuance Compliance Policy and Procedures. The Board has previously approved a Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures which applies to qualifying obligations to provide for compliance with all applicable federal regulations for tax-exempt obligations or tax-advantaged obligations (collectively, the “Policy and Procedures”). The Board hereby approves the Policy and Procedures for the Bonds. The County Auditor continues to be designated to be responsible for post-issuance compliance in accordance with the Policy and Procedures.

Adopted: August 3, 2021

EXHIBIT A

**THE COUNTY HAS AUTHORIZED BAKER TILLY MUNICIPAL ADVISORS, LLC TO
NEGOTIATE THIS ISSUE ON ITS BEHALF. BIDS WILL BE RECEIVED ON THE
FOLLOWING BASIS:**

OFFICIAL TERMS OF OFFERING

\$24,705,000*

ST. LOUIS COUNTY, MINNESOTA

GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS, SERIES 2021A

(BOOK ENTRY ONLY)

Bids for the above-referenced obligations (the “Bonds”) will be received by St. Louis County, Minnesota (the “County”) on Wednesday, September 8, 2021 (the “Sale Date”) until 10:00 A.M., Central Time (the “Sale Time”) at the offices of Baker Tilly Municipal Advisors, LLC (“Baker Tilly MA”), 225 South 6th Street, Suite 2300, Minneapolis, Minnesota 55402, after which time bids will be opened and tabulated. Consideration for award of the Bonds will immediately follow the opening of bids.

SUBMISSION OF BIDS

Baker Tilly MA will assume no liability for the inability of a bidder or its bid to reach Baker Tilly MA prior to the Sale Time, and neither the County nor Baker Tilly MA shall be responsible for any future, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each bid shall be deemed to constitute a contract between the bidder and the County to purchase the Bonds regardless of the manner by which the bid is submitted.

(a) **Sealed bidding.** Completed, signed bids may be submitted to Baker Tilly MA by email to bondservice@bakertilly.com or by fax (651) 223-3046, and must be received prior to the Sale Time.

OR

(b) **Electronic bidding.** Bids may also be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all bids submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic bid in a timely manner and in compliance with the requirements of the Official Terms of Offering.* Neither the County, its agents nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the County, its agents nor PARITY® shall be responsible for a bidder’s failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The County is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY® is not an agent of the County.

If any provisions of this Official Terms of Offering conflict with information provided by PARITY®, this Official Terms of Offering shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

DETAILS OF THE BONDS

The Bonds will be dated as of the date of delivery, and will bear interest payable on June 1 and December 1 of each year, commencing June 1, 2022. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature December 1 in the years and amounts* as follows:

2024	\$140,000	2032	\$785,000	2032	\$1,395,000	2036	\$1,510,000	2040	\$1,630,000
2025	\$140,000	2033	\$820,000	2033	\$1,425,000	2037	\$1,540,000	2041	\$1,655,000
2026	\$730,000	2030	\$1,300,000	2034	\$1,455,000	2038	\$1,575,000	2042	\$1,690,000
2027	\$760,000	2031	\$1,355,000	2035	\$1,480,000	2039	\$1,600,000	2043	\$1,720,000

- * *The County reserves the right, after bids are opened and prior to award, to increase or reduce the principal amount of the Bonds or the amount of any maturity or maturities in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Bonds as that of the original bid. Gross spread for this purpose is the differential between the price paid to the County for the new issue and the prices at which the bid indicates the securities are initially offered to the investing public.*

Bids for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth above. In order to designate term bonds, the bid must specify "Years of Term Maturities" in the spaces provided on the bid form.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the "Purchaser"), as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR

The County Auditor of the County will serve as registrar for the Bonds.

OPTIONAL REDEMPTION

The County may elect on December 1, 2031, and on any day thereafter, to redeem Bonds due on or after December 1, 2032. 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 shall determine. If less than all Bonds of a maturity are called for redemption, the County will notify DTC of the particular amount of such maturity to be redeemed. 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. All redemptions shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Bonds will be general obligations of the County for which the County will pledge its full faith and credit and power to levy direct general ad valorem taxes. The proceeds of the Bonds will be used to finance improvements to various County public works facilities as authorized in an amendment to the County's Capital Improvement Plan for the years 2021 through 2025.

NOT BANK QUALIFIED TAX-EXEMPT OBLIGATIONS

The County will not designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BIDDING PARAMETERS

Bids shall be for not less than \$24,705,000 (Par) or more than \$26,187,300 (106%) plus accrued interest, if any, on the total principal amount of the Bonds. No bid can be withdrawn or amended after the time set for receiving bids on the Sale Date unless the meeting of the County scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the bid must be 98.0% or greater. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional bids will be accepted.

ESTABLISHMENT OF ISSUE PRICE

In order to provide the County with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Purchaser will be required to assist the County in establishing the issue price of the Bonds and shall complete, execute, and deliver to the County prior to the closing date, a written certification in a form acceptable to the Purchaser, the County, and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the "public" (as said term is defined in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price. Any action to be taken or documentation to be received by the County pursuant hereto may be taken or received on behalf of the County by Baker Tilly MA.

The County intends that the sale of the Bonds pursuant to this Official Terms of Offering shall constitute a "competitive sale" as defined in the Regulation based on the following:

- (i) the County shall cause this Official Terms of Offering to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
- (ii) all bidders shall have an equal opportunity to submit a bid;
- (iii) the County reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds; and
- (iv) the County anticipates awarding the sale of the Bonds to the bidder who provides a bid with the lowest true interest cost, as set forth in this Official Terms of Offering (See "AWARD" herein).

Any bid submitted pursuant to this Official Terms of Offering shall be considered a firm offer for the purchase of the Bonds, as specified in the bid. The Purchaser shall constitute an "underwriter" as said term is defined in the Regulation. By submitting its bid, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Bonds.

If all of the requirements of a “competitive sale” are not satisfied, the County shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. **In such event, any bid submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Purchaser shall advise the County and Baker Tilly MA if 10% of any maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which it was sold. The County will treat such sale price as the “issue price” for such maturity, applied on a maturity-by-maturity basis. The County will not require the Purchaser to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the County will apply the initial offering price to the public provided in the bid as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the County and Baker Tilly MA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the County and Baker Tilly MA notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Bonds or until all of the Bonds of a maturity have been sold.

GOOD FAITH DEPOSIT

To have its bid considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the County in the amount of \$247,050 (the “Deposit”) no later than 1:00 P.M., Central Time on the Sale Date. The Purchaser shall be solely responsible for the timely delivery of its Deposit, and neither the County nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the County may, at its sole discretion, reject the bid of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

A Deposit will be considered timely delivered to the County upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Baker Tilly MA following the receipt and tabulation of bids. The successful bidder must send an e mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the County and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted bid, said amount will be retained by the County.

AWARD

The Bonds will be awarded to the bidder offering the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the bid prior to any adjustment made by the County. The County's computation of the interest rate of each bid, in accordance with customary practice, will be controlling.

The County will reserve the right to: (i) waive non-substantive informalities of any bid or of matters relating to the receipt of bids and award of the Bonds, (ii) reject all bids without cause, and (iii) reject any bid that the County determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

The County has not applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on

the bidder's official bid form. The County specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the County. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the County) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Bonds.

CUSIP NUMBERS

If the Bonds qualify for the assignment of CUSIP numbers such numbers will be printed on the Bonds; however, neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Bonds. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

SETTLEMENT

On or about October 7, 2021, the Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Fryberger, Buchanan, Smith & Frederick P.A., of Duluth, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the County or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the County, or its agents, the Purchaser shall be liable to the County for any loss suffered by the County by reason of the Purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

In accordance with SEC Rule 15c2-12(b)(5), the County will undertake, pursuant to the resolution awarding sale of the Bonds, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Official Statement. The Purchaser's obligation to purchase the Bonds will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Bonds.

OFFICIAL STATEMENT

The County has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds, and said Preliminary Official Statement has been deemed final by the County as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For an electronic copy of the Preliminary Official Statement and the official bid form or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the County, Baker Tilly Municipal Advisors, LLC, by telephone (651) 223 3000 or by email bondservice@bakertilly.com. The Preliminary Official Statement will also be made available at <https://connect.bakertilly.com/bond-sales-calendar>.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law. By awarding the Bonds to the Purchaser, the County agrees that, no more than seven business days after the date of such award, it shall provide to the Purchaser an electronic copy of the Final Official Statement. The County designates the Purchaser as its agent for purposes of distributing the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its bid is accepted by the County, (i) it shall

accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated August 3, 2021

BY ORDER OF THE COUNTY BOARD

/s/ Kevin Gray
County Administrator

Unanimously adopted August 3, 2021. No. 21-439

BY COMMISSIONER BOYLE:

WHEREAS, The Minnesota Department of Human Services (DHS) Housing and Support Services Community Living Infrastructure (CLI) awards grant funds to counties to increase and improve opportunities for Minnesotans with disabling conditions to live in the community; and

WHEREAS, The goals merge the collective efforts outlined in Minnesota's Olmstead Plan and Minnesota's Plan to End Homelessness; and

WHEREAS, St. Louis County has had grant funding for these efforts since July 1, 2018, including funding for 1.0 FTE Homeless and Housing Program Specialist (Position Code G030-001); and

WHEREAS, The St. Louis County Board approved the application for CLI grant funds on March 23, 2021, through Board Resolution No. 21-198.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the Public Health and Human Services Department to accept grant funds in the amount of \$395,850 from the Minnesota Department of Human Services Housing and Supports and Services Division for the 2021-2023 grant cycle including continued funding of Position Code G030-001, to enter into agreements with community partners, and to increase the 2021 revenue and expense budget to reflect the awarded amount, with any unspent funds to be carried over into the 2022 and 2023 grant cycle.

BUDGET REFERENCE:

230-232001-530714-23271-99999999-2021

230-232001-629900-23271-99999999-2021

230-232001-610000-23271-99999999-2021

Unanimously adopted August 3, 2021. No. 21-440

At 11:20 a.m., August 3, 2021, Commissioner Boyle, supported by Commissioner Musolf, moved to adjourn the meeting. The motion passed; seven yeas, zero nays.


Mike Jugovich, Chair of the Board
of County Commissioners

Attest:


Nancy Nilsen, County Auditor / Phil Chapman
and Ex-Officio Clerk of the Board / Deputy Auditor
of County Commissioners

(Seal of the County Auditor)