



AGENDA

REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF ST. LOUIS COUNTY, MINNESOTA

Tuesday, September 8, 2020, 9:30 A.M.

**St. Louis River Room
Government Services Center
320 West 2nd Street
Duluth, Minnesota**

NOTE: Due to the COVID-19 pandemic, this meeting is being conducted in accordance with Minnesota Statutes § 13D.021. Members of the St. Louis County Board may attend the meeting by telephone or other electronic means. For information on how to view or participate in the County Board meeting, please visit the county website at www.stlouiscountymn.gov, scroll to the County Board Meeting section, and click on the meeting date. Remote attendance by the public is not practical, so the only way the public can monitor is in person or after the fact by Duluth PACTv.

Subd. 3. Monitoring from remote site; costs. If telephone or another electronic means is used to conduct a meeting, to the extent practical, the body shall allow a person to monitor the meeting electronically from a remote location. The body may require the person making a connection to pay for the documented additional cost that the body incurs as a result of the additional connection.

FRANK JEWELL
First District

PATRICK BOYLE
Second District

BETH OLSON – VICE CHAIR
Third District

PAUL McDONALD
Fourth District

KEITH MUSOLF
Fifth District

KEITH NELSON
Sixth District

MIKE JUGOVICH - CHAIR
Seventh District

County Auditor
Nancy Nilsen

County Administrator
Kevin Gray

County Attorney
Mark Rubin

Clerk of the Board
Phil Chapman

The St. Louis County Board of Commissioners welcomes you to this meeting. This agenda contains a brief description of each item to be considered. The Board encourages your participation. Because all meetings are closed to public attendance until further notice, citizens can submit comments for the public comment portion or for specific Board agenda items prior to the meeting by e-mailing them to publiccomment@stlouiscountymn.gov or by raising your “virtual hand” while using the WebEx software during the Board meeting. When using the “virtual hand” feature, wait for the Board Chair to recognize you. Once the Chair yields the floor to you, state your name and home address at the beginning of your comment or testimony. Except as otherwise provided by the Standing Rules of the County Board, no action shall be taken on any item not appearing in the agenda.

Comments to individual Commissioners or staff are not permitted. The St. Louis County Board promotes adherence to civility in conducting the business of the County. Civility will provide increased opportunities for civil discourse in order to find positive resolutions to the issue before the Board. Tools of civility include: pay attention, listen, be inclusive, do not gossip, show respect, be agreeable, apologize, give constructive criticism and take responsibility [County Board Resolution No. 560, adopted on September 9, 2003]. Speakers will be limited to five (5) minutes.

****In compliance with the Americans with Disabilities Act, those requiring accommodation for this meeting should notify the Administration Department 72 hours prior to the meeting at (218)726-2450.****

All supporting documentation is available for public review in the County Auditor’s Office, 100 North 5th Avenue West - Room No. 214, St. Louis County Courthouse, Duluth, MN, during regular business hours 8:00 A.M. - 4:30 P.M., Monday through Friday. Agenda is also available on our website at <http://www.stlouiscountymn.gov/GOVERNMENT/BoardofCommissioners.aspx>

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Meetings Attended by Telephone due to COVID-19 Pandemic: Overview by County Attorney Mark Rubin.

9:30 A.M. Moment of Silence
 Pledge of Allegiance
 Roll Call

AT THIS TIME CITIZENS WILL BE ALLOWED TO ADDRESS THE BOARD ON ITEMS NOT ON THE AGENDA. [Speakers will be limited to 5 minutes each.]

FOR ITEMS LISTED ON THE BOARD AGENDA OR COMMITTEE OF THE WHOLE AGENDA, CITIZENS WILL BE ALLOWED TO ADDRESS THE BOARD AT THE TIME A MOTION IS ON THE FLOOR.

9:40 A.M. PUBLIC HEARING, pursuant to Resolution No. 20-407, adopted August 11, 2020, to consider a Class “B” Land Exchange for certain lands owned by William and Deena Congdon. **{20-321}**

CONSENT AGENDA

Approval of business submitted on the consent agenda.

REGULAR AGENDA

Finance & Budget Committee – Commissioner Nelson, Chair

1. Approve the Official Terms of Offering for the Issuance of General Obligation Capital Improvement Refunding Bonds, Series 2020B. **{20-318R}**

Central Management & Intergovernmental Committee – Commissioner Jewell, Chair

2. Reschedule the locations for the September 22, October 6, November 3, November 10, December 1 and December 15, 2020 County Board meetings. **{20-314}**

Environment & Natural Resources Committee – Commissioner Musolf, Chair

3. Resolution to support the Enbridge Line 3 replacement project. **{20-320}**

ADJOURNED:

NOTE: At the conclusion of the County Board meeting, the St. Louis County Housing and Redevelopment Authority will convene.

BOARD LETTER NO. 20 - 321

ENVIRONMENT & NATURAL RESOURCES COMMITTEE

SEPTEMBER 8, 2020 BOARD AGENDA 9:40 A.M.
PUBLIC HEARING

DATE: September 8, 2020 **RE:** Public Hearing to Consider a
Class "B" Land Exchange for
Certain Lands Owned by
William and Deena Congdon
and St. Louis County

FROM: Kevin Z. Gray
County Administrator

Mark Weber, Director
Land and Minerals

Nancy J. Nilsen
County Auditor/Treasurer

RELATED DEPARTMENTAL GOAL:

To provide financial return to the county and taxing districts.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize a land exchange involving certain Class B Lands owned by the State of Minnesota for certain lands owned by William and Deena Congdon.

BACKGROUND:

William and Deena Congdon have proposed a land exchange with St. Louis County. The Congdons are proposing to exchange 165.09 acres of private land for 120.15 acres of state tax forfeited land. The exchange of state tax forfeited lands (Class B Lands) for other lands is governed by and permitted by Minn. Stat. § 94.344.

By Resolution No. 20-337, adopted on July 7, 2020, the St. Louis County Board of Commissioners supported the proposed land exchange and authorized the Land and Minerals Department to proceed with equalization of all lands involved. The public hearing was set by Resolution No. 20-407, adopted August 11, 2020.

Valuation of all properties considered for this exchange have been completed using the most recent county assessed values for the parcels involved and a title commitment is

currently being prepared for the County Attorney's office to review title to the lands offered by William and Deena Congdon.

Pursuant to Minn. Stat. § 94.344, Subdivision 7, the public hearing was held on September 8, 2020, at the St. Louis County Government Services Center in Duluth.

The Land and Minerals Department is of the opinion that the consummation of this exchange between William and Deena Congdon and St. Louis County will consolidate tax forfeited ownership and increase long-term forest management opportunities for the benefit of the taxpayers of St. Louis County.

RECOMMENDATION:

It is recommended that the St. Louis County Board accept the most current county assessed values for equalizing the exchange valuation and approve the proposed land exchange, conditioned upon County Attorney verification of good title in order that the exchange process can proceed according to Minnesota Statutes and Minnesota Department of Natural Resources Class B Land Exchange Guidelines.

**Public Hearing to Consider a Class “B” Land Exchange for Certain Lands
Owned by William and Deena Congdon and St. Louis County**

COMMISSIONER_____

WHEREAS, William and Deena Congdon have filed with the County Auditor a proposal for the exchange of lands; and

WHEREAS, St. Louis County has inspected the private lands and tax forfeited property classified as Class B lands that are the subject of said proposed exchange; and

WHEREAS, A public hearing was held on September 8, 2020, at the St. Louis County Government Services Center in Duluth, Minnesota, pursuant to proper notice as required by Minnesota Stat. § 94.344, Subdivision 7; and

WHEREAS, The 120.15 acres of Class B state tax forfeited property that is the subject of the proposed exchange is described in County Board File No. 61311; and

WHEREAS, The 165.09 acres of private land that is the subject of the proposed exchange is described in County Board File No. 61311; and

WHEREAS, The Class B land proposed for exchange is classified for sale and is within a zone district which allows all suitable uses of land as required by Minnesota Statutes, Section 94.344, Subdivision 2; and

WHEREAS, The private land offered to the State of Minnesota to be held in trust in favor of the taxing districts and under the control of St. Louis County is suitable for land management purposes; and

WHEREAS, The County Auditor posted notice of hearing in the County Auditor's Office, on August 15, 2020, said notice containing a description of the lands affected; and

WHEREAS, The land acquired from this exchange will consolidate tax forfeited ownership and increase long-term forest management opportunities for the benefit of the taxpayers of St. Louis County; and

WHEREAS, The lands received by William and Deena Congdon in this exchange will allow William and Deena Congdon to consolidate their land holdings.

THEREFORE, BE IT RESOLVED, That the following constitutes the findings of the St. Louis County Board:

1. That the St. Louis County Land and Minerals Department has appraised the

properties proposed for exchange using the most recent county assessed values. Said values indicated that the land to be transferred from the State of Minnesota is valued at \$63,600, and the land to be transferred from William and Deena Congdon to the State of Minnesota is valued at \$68,200. Said valuations are hereby accepted and adopted by the Board of Commissioners.

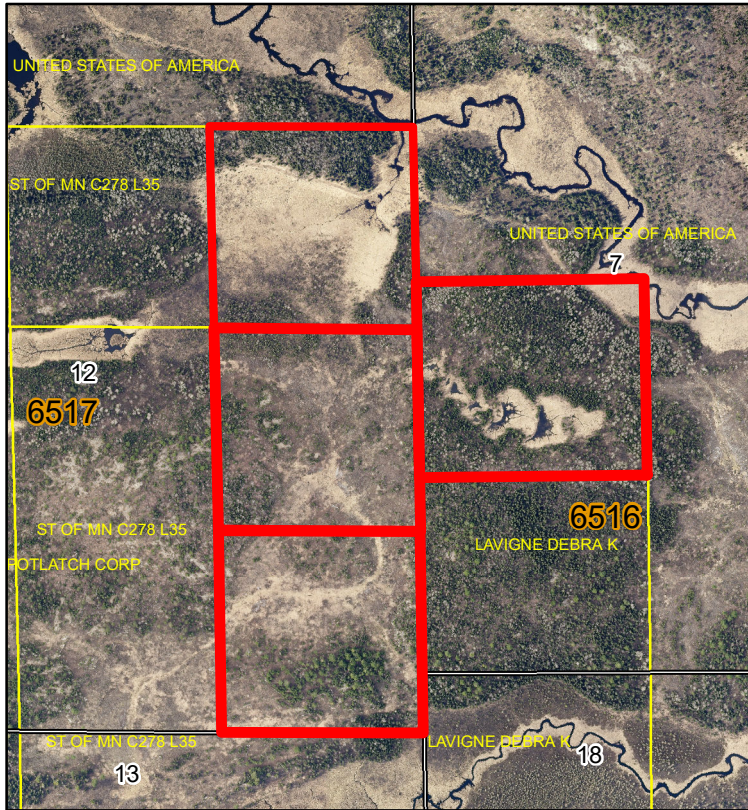
2. That timber appraisal reports have been prepared by the St. Louis County Land and Minerals Department pursuant to the Department of Natural Resources Operational Order No. 63. Said appraisals indicated that timber on the land to be transferred from the State of Minnesota is valued at \$19,373.50, and timber on the land to be transferred from the William and Deena Congdon to the State of Minnesota is valued at \$12,812.20.
3. That the St. Louis County Board of Commissioners hereby approves and recommends the proposed exchange conditioned upon county attorney verification of good title for the lands being received by the State of Minnesota.

RESOLVED FURTHER, That the County Auditor is directed to submit this proposal for exchange of the parcels of land described in County Board File No. 61311 to the Commissioner of Natural Resources as required by Minnesota Stat. § 94.344, Subdivision 10.



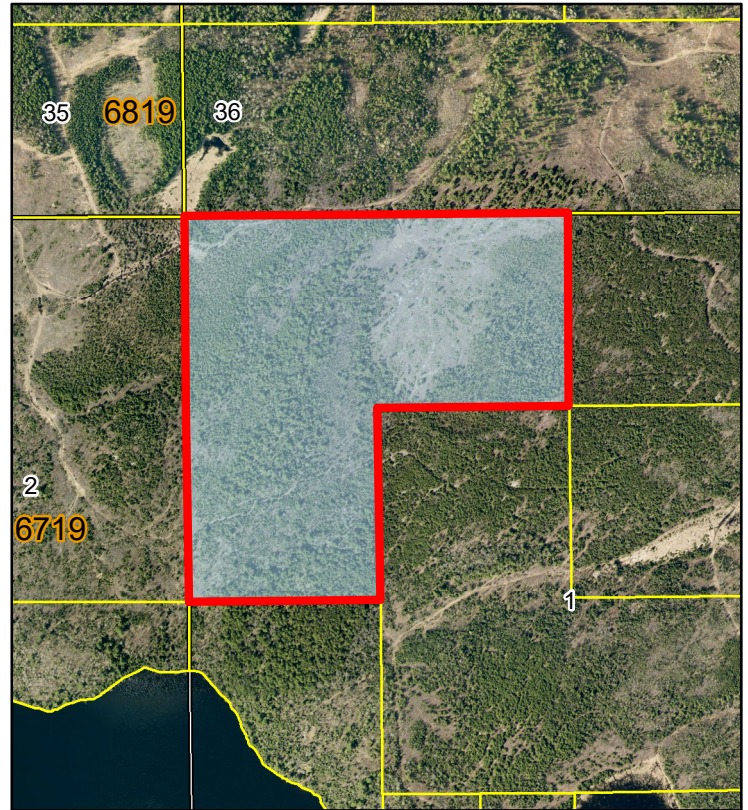
St. Louis County Land & Minerals Department

PRIVATE LAND: CONGDON
SE-NE, NE-SE, SE-SE, SECTION 12, T65N, R17W
GOV. LOTS 3, SECTION 7, T65N, R16W
165 ACRES








Land Exchange

STATE TAX FORFEITED LAND (CLASS "B")
GOV. LOTS 3 and 4 and SW 1/4 of NW 1/4,
SECTION 1 T67N, R19W
120 ACRES

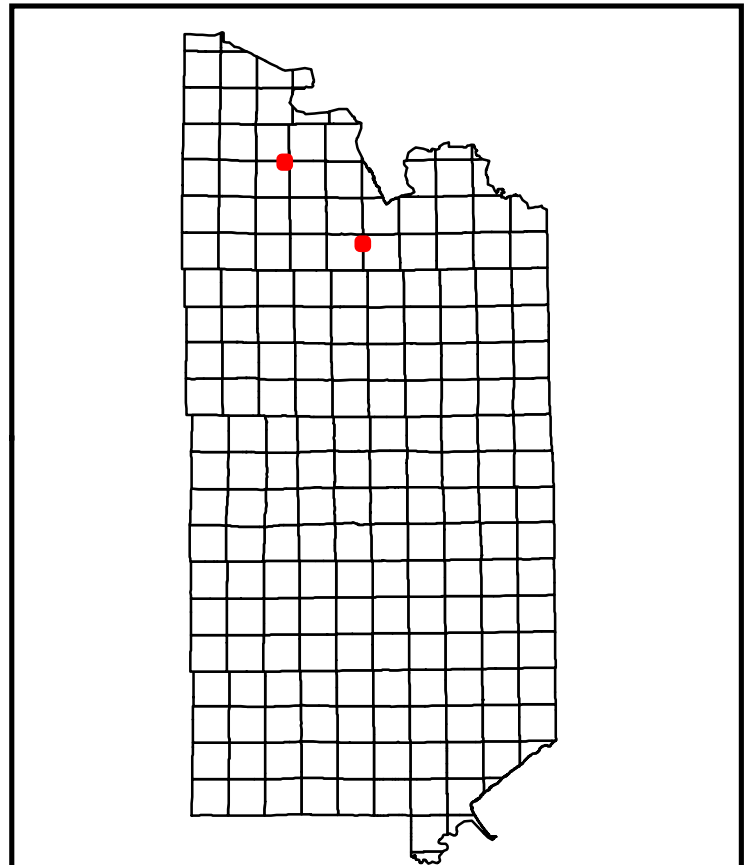


Legend

-  Tax forfeit
-  County Parcel Layer
-  PLSS Sections
-  Townships
-  Area of Interest

This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. This drawing is a compilation of recorded information and data located in various city, county, state and federal offices. St. Louis County is not responsible for any incorrectness herein.

**St. Louis County
Land and Minerals Department**



REPLACEMENT BOARD LETTER NO. 20 - 318

FINANCE AND BUDGET COMMITTEE NO. 1

SEPTEMBER 8, 2020 BOARD AGENDA NO. 1

DATE: September 1, 2020 **RE:** Providing for the Issuance,
Sale and Delivery of Taxable
General Obligation Capital
Improvement Refunding
Bonds, Series 2020 B

FROM: Kevin Z. Gray
County Administrator

Nancy J. Nilsen
County Auditor/Treasurer

Cristen Christensen
Finance Director

RELATED DEPARTMENT GOAL:

To provide effective and efficient government.

ACTION REQUESTED:

The St. Louis County Board is requested to approve the official terms of offering for the issuance of general obligation capital improvement refunding bonds, series 2020B.

BACKGROUND:

St. Louis County issued \$5,470,000 General Obligation Capital Improvement Bonds, Series 2014A. In order to further reduce debt service of the county, this regular refunding of the Series 2014A bonds is proposed. The County also issued \$7,135,000 General Obligation Capital Improvement Bonds, Series 2010A. The issue was subsequently advance refunded in order to reduce debt service of the county in 2014 through issuance of the General Obligation Capital Improvement Crossover Refunding Bonds, Series 2013D. In order to further reduce debt service of the county, this regular refunding of the Series 2013D and 2014A bonds is proposed.

Baker Tilly, the County's financial advisor monitors the County's debt and makes recommendations on when it would be advantageous to refinance debt. Since the County is going to issue 2020A, it will save on the refinancing costs and allow the

County to realize further savings from the refinancing. The estimate combined savings are \$250,000 based on the pre-sale document.

The County Board considered and approved adoption of a resolution associated with this issuance at its September 1, 2020 Committee of the Whole meeting. Legal counsel has provided an updated and amended resolution which includes technical and legal updates required to complete the issuance and sale. The escrow agreement attached is still a working draft of which can only be finalized after the sale by bond and legal counsel.

RECOMMENDATION:

It is recommended that the St. Louis County Board approve the Official Terms of Offering for the Issuance of General Obligation Capital Improvement Refunding Bonds, Series 2020B.

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST.
LOUIS COUNTY, MINNESOTA PROVIDING FOR THE ISSUANCE,
SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION
CAPITAL IMPROVEMENT REFUNDING BONDS, SERIES 2020B;
ESTABLISHING THE TERMS AND FORM THEREOF; CREATING A
DEBT SERVICE FUND THEREFORE; 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, Chapter 475 (the “Act”), specifically, Section 475.67, Subd. 1 through 4 of the Act, the County previously issued its \$5,495,000 General Obligation Capital Improvement Refunding Bonds, Series 2013D, dated September 5, 2013 (the “2013D Bonds”), the proceeds of which prepaid and redeemed the County’s Taxable General Obligation Capital Improvement Bonds, Series 2010A (Build America Bonds – Direct Pay), dated December 9, 2010 (the “2010 Bonds”). The 2010 Bonds were issued to finance capital improvements under the County’s 2010 through 2014 Capital Improvement Plan.

1.02 Under and pursuant to the authority contained in Minnesota Statutes, Section 373.40 and the Act, the County previously issued its \$5,470,000 General Obligation Capital Improvement Bonds, Series 2014A, dated January 6, 2014 (the “2014A Bonds”), the proceeds of which financed correctional facility improvements to the Northeast Regional Corrections Center.

1.03 The County is authorized under Section 475.67, Subdivisions 1 through 3 and 13 to issue general obligations refunding bonds to refinance bonds previously issued under the Act, including to refund certain maturities of the 2013D Bonds and the 2014A Bonds, in advance of their scheduled maturities on an advance refunding basis, if consistent with covenants made with the holders of the 2013D Bonds and the 2014A Bonds, when determined by the Board to be necessary or desirable for the reduction of debt service costs to the County and that the terms of such refunding satisfy the conditions of the Act for advance refundings.

1.04 The Board hereby finds and determines that it is necessary and desirable that in order to reduce debt service costs, the County issue, sell and deliver its Taxable General Obligation Capital Improvement Refunding Bonds, Series 2020B (the “Bonds”) in the approximate amount of \$5,135,000, to provide for the refunding of (i) the 2022 through 2025 maturities of the 2013D Bonds of which \$2,125,000 in principal amount is outstanding and subject to redemption and prepayment on December 1, 2021 (the “2013D Redemption Date”); and (ii) the 2023 through 2029 maturities of the 2014A Bonds of which \$2,855,000 in principal amount is outstanding and subject to redemption and prepayment on December 1, 2022 (the “2014A Redemption Date”), and to provide for the costs of

issuance of 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, 2021.

B. The Bonds shall mature on the dates and in the amounts set forth in the Terms of Proposal attached hereto as Exhibit A (as may be adjusted) and as described in a Certificate as to Terms of Bond Sale to be executed by any two of the following: the County Auditor, the Finance Director or the Administrator; provided, however, the final maturity of the Bonds shall not be later than December 1, 2029. 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 Terms of Proposal 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 Terms of Proposal, 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, 2020, so long as the true interest cost of the Bonds does not exceed 2.50% and so long as the savings test under Section 475.67, Subd. 13 of the Act is satisfied for the refunding described in Section 1.04 hereof. 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, 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.

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 Bonds.

2.01 The Bonds shall not be subject to optional redemption and prepayment

before maturity.

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, 2021. 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 The Depository Trust Company ("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 (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

TAXABLE GENERAL OBLIGATION CAPITAL IMPROVEMENT
REFUNDING BOND, SERIES 2020B

R-_____ \$_____

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____%	December 1, 20__	_____, 2020	

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, 2021. 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, Chapter 475, and Section 475.67, Subdivisions 1 through 3 and 13, and all other laws thereunto enabling, and pursuant to an authorizing resolution adopted by the governing body of the County on September 8, 2020, 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 funds to refund in advance of maturity (i) the 2022 through 2025 maturities of the County's \$5,495,000 General Obligation Capital Improvement Refunding Bonds, Series 2013D, dated September 5, 2013 (the "2013D Refunded Bonds"); and (ii) the 2023 through 2029 maturities of the County's \$5,470,000 General Obligation Capital Improvement Bonds, Series 2014A, dated January 6, 2014 (the "2014A Refunded Bonds"). The interest on the Bonds, allocable to the refunding of the 2013D Refunded Bonds, is payable through December 1, 2021 (the "2013D Redemption Date") solely out of the Escrow Account (the "Escrow Account") in the County's 2020B Taxable General Obligation Capital Improvement Refunding Bonds Debt Service Fund, and after the 2013D Redemption Date from ad valorem taxes levied upon all the taxable property within the territory of the County. The interest on the Bonds, allocable to the refunding of the 2014A Refunded Bonds, is payable through December 1, 2022 (the "2014A Redemption Date") solely out of the Escrow Account and after the 2014A Redemption Date from ad valorem taxes levied upon all taxable property within the territory of the County. Reference is hereby made to the Resolution for a full statement of rights and powers thereby conferred.

The Bonds of this series are not subject to optional redemption before maturity.

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. Not less than 30 days nor more than 60 days prior to the date fixed for redemption and prepayment of any term 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.

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:

<u>(form-no signature required)</u>	<u>(form-no signature</u>
	<u>required)</u>
Clerk of the County Board	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>
___/___/202 0	Cede & Co. c/o The Depository Trust Company 570 Washington Blvd. Jersey City, NJ 07310 Federal Taxpayer I.D. No. 13-2555119	<u>(form-no signature required)</u>

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 face 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. Escrow Agreement; Escrow Agent.

4.01 U.S. Bank National Association of St. Paul, Minnesota, which is a suitable financial institution within the State of Minnesota whose deposits are insured by the Federal Deposit Insurance Corporation whose combined capital and surplus is not less than \$500,000, is hereby designated escrow agent (the "Escrow Agent") with respect to the Bonds.

4.02 On or prior to the delivery of the Bonds, the Chair and the County Auditor are hereby authorized and directed to execute on behalf of the County an escrow agreement (the "Escrow Agreement") with the Escrow Agent in substantially the form now on file with the County Auditor. The execution and delivery of the Escrow Agreement by the Chair and the County Auditor, in the form presented to the Board with such changes, omissions, insertions and revisions as the Chair and the County Auditor deem advisable is hereby approved, and the execution by such officers shall be conclusive evidence of such approval. All essential terms and conditions of the Escrow Agreement, including payment by the County of reasonable charges for the services of the Escrow Agent, are hereby approved and adopted and made a part of this Resolution, and the County covenants that it will promptly enforce all provisions thereof in the event of default thereunder by the Escrow Agent.

Section 5. Covenants; Accounts and Tax Levies.

5.01 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 of the Bonds and holders from time to time of the Bonds, there is hereby created a special fund to be designated the 2020B Taxable General Obligation Capital Improvement Refunding 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. There shall be maintained

in the Debt Service Fund two separate accounts, to be designated the Escrow Account and the Debt Service Account.

B. Debt Service Account. To the Debt Service Account there is hereby pledged and irrevocably appropriated and there shall be credited: (i) any balance remitted to the County upon termination of the Escrow Agreement; (ii) any balance remaining on the 2013B Redemption Date in the Series 2013D Debt Service Fund after the prepayment and redemption of the Series 2013B Refunded Bonds; (iii) any balance remaining on the 2014A Redemption Date in the Series 2014A Debt Service Fund after the prepayment and redemption of the Series 2014A Refunded Bonds; (iv) all investment earnings on funds in the Debt Service Account; (v) accrued interest, if any, received from the Purchaser upon delivery of the Bonds to the extent not required to fund the Escrow Account (the "Accrued Interest"); (vi) any amount of additional interest permitted by Section 475.56 of the Act paid by the Purchaser (the "Additional Interest"), to the extent not required to fund the Escrow Account; (vii) all taxes pledged to repayment of the 2013B Bonds collected after the 2013B Redemption Date which levies shall not be cancelled except as permitted by Section 475.61, Subdivision 3 of the Act; (viii) all taxes pledged to repayment of the 2014A Bonds collected after the 2014A Redemption Date which levies shall not be cancelled except as permitted by Section 475.61, Subdivision 3 of the Act; (ix) any taxes levied to pay the principal and interest on the Bonds; (x) any and all other monies which are properly available and are appropriated by the County Board to the Debt Service Account; and (xi) all investment earnings on funds in the Debt Service Account.

The money in the Debt Service Account 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 Account 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 Account when the balance therein is sufficient.

C. Escrow Account.

(i) To the Escrow Account there is hereby pledged and irrevocably appropriated and there shall be credited: (a) the proceeds of the Bonds received from the purchaser of the Bonds which are not appropriated to the Debt Service Account or are not to be used for payment of costs of issuance of the Bonds; (b) Accrued Interest; (c) Additional Interest [amounts referenced in clauses (a), (b) and (c) are herein referred to as the "Proceeds"]; (d) funds of the County in an amount sufficient to meet the requirements of the Escrow Account (the "Funds"); and (e) investment earnings on such monies referenced in clauses (a), (b), (c) and (d) , for the prepayment and redemption on the 2013D Redemption Date of the 2013D Refunded Bonds, for the prepayment and redemption on the 2014A Redemption Date of the 2014A Refunded Bonds and for payment of the interest to become due on the portion of the Bonds allocated to the 2013D Refunded Bonds through and including December 1, 2021, and on the portion of the Bonds allocated to the 2014A Refunded Bonds through and including December 1, 2022.

(ii) The Escrow Account shall be maintained with the Escrow Agent pursuant to the Escrow Agreement and this Resolution. The Escrow Account shall be invested in accordance with the Act, the Escrow Agreement and this Section, in securities specified in Section 475.67,

Subdivision 8 of the Act, which investments will provide sufficient funds together with any cash or other funds retained in the Escrow Account to pay (a) when due the interest to accrue on the Bonds allocated to the 2013D Refunded Bonds to and including the 2013D Redemption Date, and to pay on the 2013D Redemption Date, the principal amount of the 2013D Refunded Bonds, and (b) when due the interest to accrue on the Bonds allocated to the 2014A Refunded Bonds to and including the 2014A Redemption Date, and to pay on the 2014A Redemption Date, the principal amount of the 2014A Refunded Bonds.

(iii) From the Escrow Account there shall be paid: (a) all interest to be paid on that portion of the Bonds allocated to the 2013D Refunded Bonds to and including the 2013D Redemption Date; and (b) the principal of the 2013D Refunded Bonds due by reason of prepayment and redemption on the 2013D Redemption Date.

(iv) From the Escrow Account there shall be paid: (a) all interest to be paid on that portion of the Bonds allocated to the 2014A Refunded Bonds to and including the 2014A Redemption Date; and (b) the principal of the 2014A Refunded Bonds due by reason of prepayment and redemption on the 2014A Redemption Date.

(v) The Escrow Account is irrevocably appropriated to the payment of the interest on the Bonds until the monies therein are applied to prepayment and redemption of the 2013D Refunded Bonds and the 2014A Refunded Bonds, as set forth in subsections (iii) and (iv) above. The monies in the Escrow Account shall be used solely for the purposes herein set forth and for no other purpose, except that any surplus in the Escrow Account may be remitted to the County all in accordance with the Escrow Agreement. Any monies remitted to the County upon termination of the Escrow Agreement shall be deposited in the Debt Service Account.

(vi) Securities purchased for the Escrow Account shall be purchased simultaneously with the delivery of and payment for the Bonds. The Chair and County Auditor or their designee are authorized and directed to purchase such securities.

5.02 A. For the prompt and full payment of the principal and interest on the Bonds coming due after the 2013D Redemption Date and after the 2014A Redemption Date, as applicable, the full faith and credit and taxing power of the County are hereby irrevocably pledged. There is hereby levied a direct annual ad valorem tax upon all taxable property in the County which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the County. Said 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.

C. The tax levies shall be irrevocable so long as any of the Bonds are outstanding and unpaid; provided, however, that on December 15 of each year, while any Bonds issued hereunder remain outstanding, the Board shall reduce or cancel the above levies to the extent of funds available in the Debt Service Account to pay principal and interest due during the ensuing year.

Section 6. Refunding; Findings; Redemption of Refunded Bonds.

6.01 A. It is hereby found and determined, based upon information presently available from the County's municipal advisers, that as of the 2013D Redemption Date, the issuance of the

Bonds will result in a reduction of debt service cost to the County on the 2013D Refunded Bonds. In accordance with Section 475.67, Subd. 13 of the Act, as of the 2013D Redemption Date, the present value of the dollar amount of the debt service on the Bonds, computed to their stated maturity dates, after deducting any premium, will be lower by at least three percent than the present value of the dollar amount of debt service on the 2013D Refunded Bonds, exclusive of any premium, computed to their stated maturity dates. (Present value of the dollar amount of debt service means the dollar amount of debt service to be paid, discounted to the nominal date of the Bonds at a rate equal to the yield on the Bonds.)

B. It is hereby found and determined that the Proceeds and Funds available and appropriated to the Escrow Account will be sufficient, together with the permitted earnings on the investment of the Escrow Account, to pay all of the principal of the 2013D Refunded Bonds on the 2013D Redemption Date, and all interest coming due on the Bonds allocated to the 2013D Refunded Bonds through the 2013D Redemption Date.

C. The proceeds of the 2013D Bonds have been fully expended for the governmental purposes for which such bonds were issued.

6.02 A. It is hereby found and determined, based upon information presently available from the County's municipal advisers, that as of the 2014A Redemption Date, the issuance of the Bonds will result in a reduction of debt service cost to the County on the 2014A Refunded Bonds. In accordance with Section 475.67, Subd. 13 of the Act, as of the 2014A Redemption Date, the present value of the dollar amount of the debt service on the Bonds, computed to their stated maturity dates, after deducting any premium, will be lower by at least three percent than the present value of the dollar amount of debt service on the 2014A Refunded Bonds, exclusive of any premium, computed to their stated maturity dates. (Present value of the dollar amount of debt service means the dollar amount of debt service to be paid, discounted to the nominal date of the Bonds at a rate equal to the yield on the Bonds.)

B. It is hereby found and determined that the Proceeds and Funds available and appropriated to the Escrow Account will be sufficient, together with the permitted earnings on the investment of the Escrow Account, to pay all of the principal of the 2014A Refunded Bonds on the 2014A Redemption Date, and all interest coming due on the Bonds allocated to the 2014A Refunded Bonds through the 2014A Redemption Date.

C. The proceeds of the 2014A Bonds have been fully expended for the governmental purposes for which such bonds were issued.

6.04 A. The County Auditor or her designee is hereby authorized and directed to provide, in a timely manner, to the Municipal Securities Rulemaking Board, notices of the occurrence of a material event with respect to the 2013D Refunded Bonds and with respect to the 2014A Bonds as provided for in the County's continuing disclosure certificates.

B. The 2013D Refunded Bonds and the 2014A Refunded Bonds shall be redeemed and prepaid in accordance with: (i) their terms; (ii) with the terms and conditions set forth in the form of Notice of Call for Redemption attached to the Escrow Agreement; and (iii) with the terms and

conditions of the Representation Letter, all of which terms and conditions are hereby approved and incorporated herein by reference.

Section 7. Miscellaneous.

7.01 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 her register.

7.02 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.

7.03 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.

7.04 In the event of the absence or disability of the Chair, the Clerk of the County Board, the County Auditor or the Finance Director, 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 8. 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.

Adopted: September 8, 2020

EXHIBIT A

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

TERMS OF PROPOSAL

\$5,135,000*

ST. LOUIS COUNTY, MINNESOTA

TAXABLE GENERAL OBLIGATION CAPITAL IMPROVEMENT REFUNDING BONDS,
SERIES 2020B

(BOOK ENTRY ONLY)

Proposals for the above-referenced obligations (the "Series 2020B Bonds") will be received by St. Louis County, Minnesota (the "County") on Monday, October 5, 2020 (the "Sale Date") until 1:00 P.M., Central Time (the "Sale Time") at the offices of Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA"), 380 Jackson Street, Suite 300, Saint Paul, Minnesota, 55101, after which time proposals will be opened and tabulated. Consideration for award of the Series 2020B Bonds will immediately follow the opening of proposals.

SUBMISSION OF PROPOSALS

Baker Tilly MA will assume no liability for the inability of a bidder or its proposal to reach Baker Tilly MA prior to the Sale Time, and neither the County nor Baker Tilly MA shall be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the County to purchase the Series 2020B Bonds regardless of the manner in which the proposal is submitted.

(a) **Sealed Bidding.** Completed, signed proposals 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.** Proposals 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 proposals submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal.* 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 Series 2020B Bonds, and PARITY® is not an agent of the County.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this Terms of Proposal 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 SERIES 2020B BONDS

The Series 2020B 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, 2021. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2020B Bonds will mature December 1 in the years and amounts* as follows:

2022	\$545,000	2024	\$960,000	2026	\$420,000	2028	\$425,000
2023	\$960,000	2025	\$965,000	2027	\$420,000	2029	\$440,000

* *The County reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Series 2020B 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 Series 2020B Bonds as that of the original proposal. 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 proposal indicates the securities will be initially offered to the investing public.*

Proposals for the Series 2020B 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 proposal must specify "Years of Term Maturities" in the spaces provided on the proposal form.

BOOK ENTRY SYSTEM

The Series 2020B Bonds will be issued by means of a book entry system with no physical distribution of Series 2020B Bonds made to the public. The Series 2020B Bonds will be issued in fully registered form and one Series 2020B Bond, representing the aggregate principal amount of the Series 2020B 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 Series 2020B Bonds. Individual purchases of the Series 2020B 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 Series 2020B 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 Series 2020B Bonds, will be required to deposit the Series 2020B Bonds with DTC.

REGISTRAR

The County will name the registrar, which may be the County Auditor of the County, and shall be subject to applicable regulations of the Securities and Exchange Commission. The County will pay for the services of the registrar.

OPTIONAL REDEMPTION

The Series 2020B Bonds will not be subject to optional redemption in advance of their respective stated maturity dates.

SECURITY AND PURPOSE

The Series 2020B 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 Series 2020B Bonds will be used to refund (i) the December 1, 2022 through December 1, 2025 maturities of the County's General Obligation Capital Improvement Refunding Bonds, Series 2013D, dated September 5, 2013; and (ii) the December 1, 2023 through December 1, 2029 maturities of the County's General Obligation Capital Improvement Bonds, Series 2014 (Northeast Regional Corrections Center Project), dated January 6, 2014.

TAXABILITY OF INTEREST

The interest to be paid on the Series 2020B Bonds is includable in the income of the recipient for purposes of the United States and State of Minnesota income taxation.

BIDDING PARAMETERS

Proposals shall be for not less than \$5,083,650 plus accrued interest, if any, on the total principal amount of the Series 2020B Bonds. No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the County scheduled for award of the Series 2020B Bonds is adjourned, recessed, or continued to another date without award of the Series 2020B 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 proposal must be 98.0% or greater. Series 2020B Bonds of the same maturity shall bear a single rate from the date of the Series 2020B Bonds to the

date of maturity. No conditional proposals will be accepted.

GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the County in the amount of \$51,350 (the "Deposit") no later than 3:00 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 proposal 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 proposals. 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 proposal, said amount will be retained by the County.

AWARD

The Series 2020B Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the County. The County's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The County will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Series 2020B Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal 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 Series 2020B Bonds. If the Series 2020B 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 proposal. 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 Series 2020B Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Series 2020B Bonds.

CUSIP NUMBERS

If the Series 2020B Bonds qualify for the assignment of CUSIP numbers such numbers will be printed on the Series 2020B Bonds; however, neither the failure to print such numbers on any Series 2020B Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Series 2020B 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 November 5, 2020, the Series 2020B 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., Duluth, Minnesota and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Series 2020B 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 Series 2020B 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 Series 2020B 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 Series 2020B Bonds will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Series 2020B Bonds.

OFFICIAL STATEMENT

The County has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Series 2020B 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 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://go.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 Series 2020B Bonds, together with any other information required by law. By awarding the Series 2020B 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 proposal 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 September 8, 2020

BY ORDER OF THE COUNTY BOARD

/s/ Kevin Gray
County Administrator

* *Preliminary; subject to
change.*

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and wholly-owned subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP, trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2020 Baker Tilly Municipal Advisors, LLC.

ESCROW AGREEMENT

between

ST. LOUIS COUNTY, MINNESOTA

and

**U.S. BANK NATIONAL ASSOCIATION
St. Paul, Minnesota**

as Escrow Agent

Dated as of November 5, 2020

Relating to

St. Louis County, Minnesota

**General Obligation Capital Improvement Refunding Bonds, Series 2013D
dated September 5, 2013**

and

**General Obligation Capital Improvement Bonds, Series 2014A
dated January 6, 2014**

This Escrow Agreement, dated as of November 5, 2020 (the “Escrow Agreement”), is between ST. LOUIS COUNTY, MINNESOTA, a political subdivision of the State of Minnesota (the “Issuer”), and U.S. BANK NATIONAL ASSOCIATION, in St. Paul, Minnesota, a national banking association (the “Escrow Agent”).

BACKGROUND:

WHEREAS, the Issuer has heretofore issued its \$5,495,000 General Obligation Capital Improvement Refunding Bonds, Series 2013D, dated September 5, 2013 (the “2013D Bonds”), of which \$2,125,000 in principal amount maturing on December 1 in the years 2022 through 2025 is outstanding and is subject to prepayment and redemption on December 1, 2021 (the “2013D Refunded Bonds”); and

WHEREAS, the Issuer has heretofore issued its \$5,470,000 General Obligation Capital Improvement Bonds, Series 2014A, dated January 6, 2014 (the “2014A Bonds”), of which \$2,855,000 in principal amount maturing on December 1 in the years 2023 through 2029 is outstanding and is subject to prepayment and redemption on December 1, 2022 (the “2014A Refunded Bonds”); and

WHEREAS, the Issuer has called for the prepayment and redemption of the 2013D Refunded Bonds maturing on and after December 1, 2022, on December 1, 2021 (the “2013D Redemption Date”); and

WHEREAS, the Issuer has called for the prepayment and redemption of the 2014A Refunded Bonds maturing on and after December 1, 2023, on December 1, 2022 (the “2014A Redemption Date”); and

WHEREAS, the Resolutions adopted by the Issuer pursuant to which the 2013D Bonds and the 2014A Bonds were issued, copies of which are attached as Exhibit D (the “Refunded Obligations Resolutions”), provide for the payment, prepayment and redemption of the Refunded Obligations (as hereinafter defined), on the dates and at a price equal to the principal amount plus accrued interest after notice of the call for redemption is given by mailing such notice to the registered owner of each bond to be redeemed not less than 30 days, nor more than 60 days, prior to the applicable redemption date; and

WHEREAS, the 2013D Refunded Bonds and the 2014A Refunded Bonds are sometimes referred to as the “Refunded Obligations”; and

WHEREAS, the Issuer has determined to provide, by the issuance of its \$_____ Taxable General Obligation Capital Improvement Refunding Bonds, Series 2020B, dated November 5, 2020 (the “2020B Bonds”), funds which will be used for the purpose of paying the Escrow Payment Obligations, as hereinafter defined; and

WHEREAS, the interest payments on the 2020B Bonds, which are allocated to the refunding of the 2013D Refunded Bonds, shall be paid as part of the Escrow Payment Obligations through the 2013D Redemption Date; and which are allocated to the refunding of the 2014A Refunded Bonds, shall be paid as part of the Escrow Payment Obligations through the 2014A Redemption Date, such

amounts are set forth on Exhibit A-1, and the Escrow Agent shall provide the paying agent for the 2020B Bonds on the dates and in amounts of interest to be paid on the 2020B Bonds through the 2013D Redemption Date and through the 2014A Redemption Date.

WHEREAS, the 2013D Bonds and the 2014A Bonds are each registered in the name of Cede & Co., as nominee for the Depository Trust Company, New York, New York (“DTC”); and

WHEREAS, proceeds of the 2020B Bonds to be delivered to the Escrow Agent are to be used to purchase certain federal securities hereinafter specified, which together with an initial cash balance are to be held in escrow by the Escrow Agent and are to be set apart and irrevocably segregated in a special trust fund sufficient to ensure the payment of the Escrow Payment Obligations when due.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. Authority. The Issuer has, in accordance with the resolution of its governing body, adopted on September 8, 2020, and the award of the sale of the 2020B Bonds by the County Auditor, Finance Director and the Administrator, or any two of them (the “Resolution”), issued and sold the 2020B Bonds for the purpose of refunding the Refunded Obligations. The Issuer hereby funds an escrow account pursuant to this Escrow Agreement (the “Escrow Account”), from which the following shall be paid:

- i. for the prepayment and redemption of the 2013D Refunded Bonds on the 2013D Redemption Date in accordance with the notice shown on Exhibit C-1;
- ii. for the prepayment and redemption of the 2014A Refunded Bonds on the 2014A Redemption Date in accordance with the notice shown on Exhibit C-1; and
- iii. for the payment of interest due on the 2020B Bonds as set forth on Exhibit A-1

(collectively, the “Escrow Payment Obligations”).

Section 2. Directions to Escrow Agent.

A. In order to fund the Escrow Account, the Issuer directs the Escrow Agent that:

- i. the proceeds of the 2020B Bonds in the amount of \$_____;
- and
- ii. the Issuer’s funds in the amount of \$_____, all as set forth on Exhibit A;

be applied by the Escrow Agent:

a. to the purchase of obligations of the United States of America described in Exhibit B (the “Federal Securities”);

b. to establish a beginning cash deposit in the Escrow Account (the “Cash Balance”) as set forth on Exhibit A;

c. to the Escrow Payment Obligations described in Section 1 hereof;

d. to pay the escrow agent pursuant to Section 9 hereof; and

e. to transfer the additional proceeds as set forth on Exhibit A to the Issuer.

B. The Issuer further directs that the Federal Securities and the Cash Balance shall be used to pay the Escrow Payment Obligations on the dates set forth in Section 1 hereof.

C. The amount of the Federal Securities, together with investment income thereon, and the Cash Balance, is sufficient to pay the Escrow Payment Obligations when due.

Section 3. Escrow Account.

A. The Escrow Agent acknowledges receipt of the Federal Securities and Cash Balance and agrees that it will hold such Federal Securities and Cash Balance in the Escrow Account, which shall be a special, segregated and irrevocable Escrow Account in the name of the Issuer.

B. The deposit made to the Escrow Account constitutes an irrevocable deposit for the benefit of the holders of the Refunded Obligations. The Federal Securities, together with any interest earned thereon and the Cash Balance in the Escrow Account shall be held in trust and shall be applied solely in accordance with the provisions hereof and of the Resolution.

C. The Escrow Account created hereby shall be unconditional and irrevocable (except with the written consent of the holders of all outstanding Refunded Obligations), and the holders of the Refunded Obligations shall have an express lien on the Federal Securities and Cash Balance in the Escrow Account until paid out, used and applied in accordance with this Escrow Agreement and the Resolution.

D. It is recognized that title to the Federal Securities and Cash Balance and other amounts held in the Escrow Account from time to time shall remain vested in the Issuer, but subject always to the prior charge and lien thereof of this Escrow Agreement and the use thereof required to be made by the provisions of this Escrow Agreement. The Escrow Agent shall hold all such Federal Securities, Cash Balance and other monies in a special trust fund separate and apart from all other funds and securities of the Escrow Agent, and shall never commingle such Federal Securities or Cash Balance with any other monies.

E. Except as set forth herein, or as may be directed by the Issuer if accompanied by a legal opinion of nationally-recognized bond counsel in form and substance satisfactory to the Escrow Agent, the Escrow Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of the Federal Securities held hereunder or to sell, transfer or otherwise dispose of

the Federal Securities acquired hereunder, except to collect the principal thereof at maturity and the interest thereon as the same become due and payable. In the event the Escrow Account is reinvested, such reinvestment shall comply with the provisions of Minnesota Statutes, Section 475.67.

Section 4. Escrow Verification Report. The Issuer and the Escrow Agent acknowledge receipt of a report by a certified public accountant of _____ of _____ (the “Escrow Verification Report”), attached as Exhibit E, verifying that the Federal Securities, together with the interest to be earned thereon and the Cash Balance in the Escrow Account, will be sufficient to pay the Escrow Payment Obligations as provided for in Section 1.

Section 5. Issuer Covenants.

A. The Issuer covenants that it will not repeal or amend the Refunded Obligations Resolutions or the Resolution authorizing the 2020B Bonds.

B. The Issuer covenants that upon receipt of notice from the Escrow Agent pursuant to Section 6.E. of this Agreement that monies on hand in the Escrow Account and available for payment of the Escrow Payment Obligations as provided for in Section 1, will not be sufficient to make any payment when due to the holders of any of the Refunded Obligations, the Issuer will forthwith deposit in the Escrow Account, but only from monies on hand and legally available for such purpose, such additional monies as may be required to pay fully the amount so to become due and payable, and the Issuer recognizes its obligation under Minnesota Statutes, Section 475.61, to levy ad valorem taxes on all taxable property over which the Issuer has jurisdiction to the extent required to produce the monies necessary for this purpose.

C. The Issuer covenants that any monies held in trust by the Escrow Agent for the payment and discharge of any of the Refunded Obligations which remain after the 2014A Redemption Date and are returned to the Issuer in accordance with this Agreement, will be utilized in accordance with the Resolution.

Section 6. Duties of the Escrow Agent.

A. The Escrow Agent agrees that it shall provide written notices of redemption to the holders of the Refunded Obligations as set forth in **Exhibit D**. The Notices of Redemption shall be given within 10 days of the date hereof and shall again be given at least 30 days but not more than 60 days prior to the applicable redemption dates.

B. The Escrow Agent agrees with respect to payments of interest coming due on the 2020B Bonds on and prior to the applicable redemption dates that it shall remit from the Escrow Account directly to the County Auditor for the Issuer, as bond registrar and paying agent for the 2020B Bonds, the money required for payment of the interest due on the 2020B Bonds as set forth in Section 1 and Exhibit A-1.

C. The Escrow Agent agrees with respect to payment of the principal amount of the Refunded Obligations called for prepayment and redemption on the applicable redemption dates that it shall remit from the Escrow Account directly to the holders of the Refunded Obligations the

principal amount of the Refunded Obligations called for prepayment and redemption on the applicable redemption dates.

D. The Escrow Agent shall collect the matured principal of and interest on the Federal Securities as they become due and payable.

E. The Escrow Agent shall immediately notify the Issuer if at any time it shall appear to the Escrow Agent that the monies on hand in the Escrow Account and available for payment of the Escrow Payment Obligations will not be sufficient to make any payment when due to the holders of any of the Refunded Obligations.

F. The Escrow Agent shall return to the Issuer any monies held in trust for the payment and discharge of any of the Refunded Obligations which remain after the 2014A Redemption Date.

Section 7. Reliance by Escrow Agent. As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Escrow Agent shall be entitled to rely upon a certificate signed on behalf of the Issuer by the Chair, the County Auditor or the Finance Director as sufficient evidence of the facts therein contained. The Escrow Agent may accept a certificate of the Clerk of the County Board of the Issuer to the effect that a resolution in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

Section 8. Limitation of Escrow Agent Liability. It is understood and agreed that the responsibilities of the Escrow Agent under this Escrow Agreement are limited to: (a) the safekeeping and segregation of the Federal Securities, Cash Balance and other monies deposited in the Escrow Account; (b) the collection of and accounting for the principal and interest payable with respect thereto; (c) the application of money in the Escrow Account as herein provided; and (d) providing the Notices of Redemption as required by Section 6.A. herein; provided, however, that no provision of this Escrow Agreement herein contained shall be construed to require the Escrow Agent to keep the identical monies, or any part thereof, received for the Escrow Account on hand, but monies of an equal amount (except to the extent such are represented by investments permitted under this Escrow Agreement) shall always be maintained on hand as funds held by the Escrow Agent, belonging to the Issuer and a special account shall at all times be maintained on the books of the Escrow Agent, together with such investments. In the event of the Escrow Agent's failure to account for any money or obligations held by it in the Escrow Account, such money and obligations shall be and remain the property of the Issuer, and if for any reason such money or obligations cannot be identified, all other assets of the Escrow Agent shall be impressed with a trust for the amount thereof, and the Issuer shall be entitled to a preferred claim upon such assets.

Section 9. Fees of Escrow Agent. The Escrow Agent also acknowledges receipt of the sum of \$_____ which shall be used for the payment of the fees and expenses of the Escrow Agent in connection with and for services rendered by it pursuant to this Escrow Agreement and the initial paying agent fees. The Escrow Agent shall have no lien whatsoever upon, and hereby expressly waives any such lien or any claim against, any of the Federal Securities and monies in the Escrow Account for the payment of said fees and expenses. If the fees or expenses are less than

estimated, the Escrow Agent shall, as soon as reasonably practicable, return the unused monies to the Issuer.

Section 10. Concerning the Bondholders. This Escrow Agreement shall be binding upon and inure to the benefit of the Issuer and the Escrow Agent and their respective successors and assigns. In addition, this Escrow Agreement shall constitute a third-party beneficiary contract for the benefit of the holders of the Refunded Obligations and the 2020B Bonds. Such third-party beneficiaries shall be entitled to enforce performance and observance by the Issuer and the Escrow Agent of the respective agreements and covenants herein contained as fully and completely as if such third-party beneficiaries were parties hereto. Any bank into which the Escrow Agent may be merged or with which it may be consolidated or any bank resulting from any merger or consolidation to which it shall be a party or any bank to which it may sell or transfer all or substantially all of its corporate trust business shall be a successor escrow agent without the execution of any document or the performance of any further act.

Section 11. Term. This Escrow Agreement shall terminate when the Refunded Obligations have been paid in accordance with the provisions of this Escrow Agreement. If any Refunded Obligations are not presented to the bond registrar and paying agent for the Refunded Obligations for payment when due and payable, the nonpayment thereof shall not prevent the termination of this Escrow Agreement.

Section 12. Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the parties to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 13. Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument. This Escrow Agreement shall be governed by the laws of the State of Minnesota.

Section 14. Notices. Unless otherwise provided by the respective parties, all notices to each of them shall be addressed as follows:

To the Issuer:	St. Louis County, Minnesota Attention: County Auditor 100 North Fifth Avenue West, #202 Duluth, MN 55802-1293
To the Municipal Consultant:	Baker Tilly Municipal Advisors, LLC 380 Jackson Street, Suite 300 Saint Paul, MN 55101-2887

To Bond Counsel: Fryberger, Buchanan, Smith & Frederick, P.A.
Attention: Robert E. Toftey
302 West Superior Street, Suite 700
Duluth, MN 55802

To the Escrow Agent: U.S. Bank National Association
Corporate Trust and Escrow Services
625 Marquette Avenue, 11th Floor
MAC Code N9311-115
St. Paul, MN 55479

To the Registrar and
Paying Agent for the
Refunded Obligations: St. Louis County, Minnesota
Attention: County Auditor
100 North Fifth Avenue West, #202
Duluth, MN 55802-1293

To DTC: The Depository Trust Company
Attn: Call Notification Department, 4th Floor
570 Washington Blvd.
Jersey City, NJ 07310

Section 16. Exhibits. The Exhibits to this Escrow Agreement are as follows:

Exhibit A	Sources and Uses of Funds
Exhibit B	Federal Securities
Exhibit C-1	Notice of Call for Redemption of 2013D Refunded Bonds
Exhibit C-2	Notice of Call for Redemption of 2014A Refunded Bonds
Exhibit D	Refunded Obligations Resolutions
Exhibit E	Verification Report

(remainder of page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed by their duly authorized officers as of the date first above written.

ST. LOUIS COUNTY, MINNESOTA

By _____
Chair

Attest:

Clerk of the County Board

County Auditor

Security Advice Waiver:

The District acknowledges that to the extent regulations of the Comptroller of the Currency or any other regulatory entity grant the District the right to receive brokerage confirmations of the security transactions as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the District with periodic cash transaction statements that include the detail for all investment transactions made by the Escrow Agent for all current and future accounts.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, and identification and authorization documents from individuals claiming authority to represent the entity or other or other relevant documentation.

U.S. BANK NATIONAL ASSOCIATION

By _____
Its _____

(Signature page to Escrow Agreement between St. Louis County, Minnesota, and U.S. Bank National Association, as Escrow Agent)

EXHIBIT A

SOURCES OF FUNDS		
Proceeds of the 2020B Bonds		
Issuer Funds - Debt Service Accounts for:		
2013D Bonds		
2014A Bonds		
Accrued Interest		0.00
TOTAL		

USES OF FUNDS		
Federal Securities		
SLGS Purchases ¹		
Cash Balance		
2013D Refunded Bonds		
2014A Refunded Bonds		
Escrow Agent Fees		**
Balance of Costs of Issuance and Rounding Amount		*
TOTAL		

* \$_____ of the proceeds of the 2020B Bonds to Issuer for costs of issuance and rounding amount

** \$_____ of the proceeds of the 2020B Bonds shall be retained by the Escrow Agent for its fees and expenses as set forth in Section 9.

1 SLGS Purchases

 2013D Refunded Bonds \$_____

 2014A Refunded Bonds \$_____

 Total \$_____

EXHIBIT A-1

Interest on the 2020B Bonds to be paid from the Escrow Account:

Interest Payment Date	Amount Allocated to Series 2013D Refunding	Amount Allocated to Series 2014A Refunding	Total
June 1, 2021			
December 1, 2021			
June 1, 2022	--		
December 1, 2022	--		
Total			

EXHIBIT B
FEDERAL SECURITIES
(U.S. TREASURY)

EXHIBIT C-1

NOTICE OF CALL FOR REDEMPTION \$5,495,000 GENERAL OBLIGATION CAPITAL IMPROVEMENT REFUNDING BONDS, SERIES 2013D OF ST. LOUIS COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN that, by order of the Board of Commissioners of St. Louis County, Minnesota (the "County"), there have been called for redemption and prepayment on

December 1, 2021,

all outstanding Bonds of the County designated as General Obligation Capital Improvement Refunding Bonds, Series 2013D, dated September 5, 2013, having stated maturity dates of December 1 in the years 2022 through 2025, both inclusive, totaling \$2,125,000 in outstanding principal amount, and with the following CUSIP numbers:

Number	Maturity	Principal Amount*	Interest Rate	CUSIP Number**
R-9	2022	\$505,000	4.000%	791230 RR8
R-10	2023	525,000	3.000%	791230 RS6
R-11	2024	540,000	3.500%	791230 RT4
R-12	2025	555,000	3.500%	791230 RU1

The Bonds are being called at a price of par plus accrued interest to December 1, 2021, on which date all interest on said Bonds will cease to accrue. Holders of the Bonds hereby called for redemption are requested to present their Bonds for payment at the office of U.S. Bank National Association, Global Corporate Trust Services, 111 Fillmore Avenue East, St. Paul, Minnesota 55107, on or before December 1, 2021.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time of payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

* Indicates full call of stated maturity.

** Neither the County nor the escrow agent shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

U.S. BANK NATIONAL ASSOCIATION, as Escrow
Agent for St. Louis County, Minnesota

EXHIBIT C-2

NOTICE OF CALL FOR REDEMPTION \$5,470,000 GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS, SERIES 2014A OF ST. LOUIS COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN that, by order of the Board of Commissioners of St. Louis County, Minnesota (the "County"), there have been called for redemption and prepayment on

December 1, 2022,

all outstanding Bonds of the County designated as General Obligation Capital Improvement Bonds, Series 2014A, dated January 6, 2014, having stated maturity dates of December 1 in the years 2023 through 2029, both inclusive, totaling \$2,855,000 in outstanding principal amount, and with the following CUSIP numbers:

Number	Maturity	Principal Amount*	Interest Rate	CUSIP Number**
R-9	2023	\$375,000	2.500%	791230 SD8
R-10	2024	385,000	2.625%	791230 SE6
R-11	2025	395,000	3.000%	791230 SF3
R-12	2027	820,000	3.125%	791230 SH9
R-13	2028	430,000	3.250%	791230 SJ5
R-14	2029	450,000	3.375%	791230 SK2

The Bonds are being called at a price of par plus accrued interest to December 1, 2022, on which date all interest on said Bonds will cease to accrue. Holders of the Bonds hereby called for redemption are requested to present their Bonds for payment at the office of U.S. Bank National Association, Global Corporate Trust Services, 111 Fillmore Avenue East, St. Paul, Minnesota 55107, on or before December 1, 2022.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time of payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

* Indicates full call of stated maturity.

** Neither the County nor the escrow agent shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

U.S. BANK NATIONAL ASSOCIATION, as Escrow
Agent for St. Louis County, Minnesota

EXHIBIT D

REFUNDED BONDS RESOLUTIONS

EXHIBIT E

ESCROW VERIFICATION REPORT

BOARD LETTER NO. 20 - 314

CENTRAL MANAGEMENT & INTERGOVERNMENTAL COMMITTEE CONSENT NO. 5

SEPTEMBER 8, 2020 BOARD AGENDA NO. 2

DATE: September 1, 2020

RE: Reschedule Location for
September 22, October 6,
November 3, November 10,
December 1 and December 15,
2020 County Board Meetings

FROM: Kevin Z. Gray
County Administrator

RELATED DEPARTMENT GOAL:

To provide effective and efficient government.

ACTION REQUESTED:

The St. Louis County Board is requested to reschedule the locations of the September 22, October 6, November 3, November 10, December 1 and December 15, 2020 County Board meetings.

BACKGROUND:

Due to pandemic-related concerns and technology constraints, it is proposed that the September 22, October 6, November 3, November 10, December 1 and December 15, 2020 County Board meetings, including all public hearings scheduled on those days, be changed to a location better suited to accommodate those concerns and constraints. The meetings will begin at 9:30 a.m. as previously scheduled.

RECOMMENDATION:

Should the Board concur, Administration will take the necessary steps to reschedule the location of its September 22, 2020 Board Meeting to the Aurora Community Center in Aurora, the October 6, November 3, November 10 and December 1, 2020 Board Meetings to the Government Services Center in Duluth and the December 15, 2020 Board Meeting to the Government Services Center in Virginia.

**Reschedule Location for September 22, October 6, November 3, November 10,
December 1 and December 15, 2020 County Board Meetings**

BY COMMISSIONER _____

RESOLVED, That the St. Louis County Board will adjust its 2020 Board Meeting Schedule to reschedule the meeting location of its September 22, 2020 meeting from the Aurora City Hall in Aurora to the Aurora Community Center in Aurora.

RESOLVED FURTHER, That the St. Louis County Board will adjust its 2020 Board Meeting Schedule to reschedule the meeting locations of its October 6, November 3, November 10 and December 1, 2020 meetings from the Courthouse in Duluth to the Government Services Center in Duluth.

RESOLVED FURTHER, That the St. Louis County Board will adjust its 2020 Board Meeting Schedule to reschedule the meeting location of its December 15, 2020 meeting from the Ault Town Hall in Brimson to the Government Services Center in Virginia.

RESOLVED FURTHER, That all public hearings scheduled for September 22, October 6, November 3, November 10, December 1 and December 15, 2020, will be held at their rescheduled locations.

**ST. LOUIS COUNTY BOARD
2020 BOARD MEETING SCHEDULE
All meetings begin at 9:30 a.m.**

BOARD MEETING DATE	MEETING LOCATION
January 7	Courthouse-Duluth
January 14	Midway Town Hall, 3230 Midway Road, Duluth
January 28	Gilbert City Hall, 16 S. Broadway, Gilbert
February 11	Courthouse-Duluth
February 25	Hibbing City Hall, 401 E. 21 st Street, Hibbing
March 10	Courthouse - Duluth
March 24	Courthouse - Duluth
April 14	Duluth Government Services Center, 320 W 2 nd Street, Duluth
April 28	Duluth Government Services Center, 320 W 2 nd Street, Duluth
May 5	Duluth Government Services Center, 320 W 2 nd Street, Duluth
May 12	Duluth Government Services Center, 320 W 2 nd Street, Duluth
May 26	GSC-Virginia, 201 S. 3 rd Avenue West, Virginia
June 2	Duluth Government Services Center, 320 W 2 nd Street, Duluth
June 9	GSC-Virginia, 201 S. 3 rd Avenue West, Virginia
June 23	Voyagaire Lodge, 7576 Gold Coast Road, Crane Lake
July 7	Courthouse-Duluth
July 14	Courthouse-Duluth
July 28	GSC-Virginia, 201 S. 3 rd Avenue West, Virginia
August 4	Courthouse-Duluth
August 11	St. Louis County Courthouse Jury Lounge, 1810 12 th Ave E, Hibbing
September 1	Duluth Government Services Center, 320 W 2 nd Street, Duluth
September 8	Duluth Government Services Center, 320 W 2 nd Street, Duluth
September 22	Aurora Community Center, 15 W. 1 st Ave. N., Aurora
October 6	Duluth Government Services Center, 320 W 2 nd Street, Duluth
October 13	Solway Town Hall, 4029 Munger Shaw Road, Cloquet
October 27	Mt. Iron City Hall, 8586 Enterprise Drive South, Mt. Iron
November 3	Duluth Government Services Center, 320 W 2 nd Street, Duluth
November 10	Duluth Government Services Center, 320 W 2 nd Street, Duluth
November 24	Meadowlands Community Center, 7758 Western Avenue, Meadowlands
December 1	Duluth Government Services Center, 320 W 2 nd Street, Duluth
December 15	GSC-Virginia, 201 S. 3 rd Avenue West, Virginia

**AMC Legislative Conference
NACo Legislative Conference
Duluth & SLC at the Capitol
NACo Annual Conference
AMC Annual Conference**

**Feb. 26-27, 2020, St. Paul
Feb. 29-March 4, 2020, Washington, DC
March 18-19, 2020, St. Paul
July 17-20, 2020, Orlando, FL
December 7-9, 2020, Minneapolis, MN**

BOARD LETTER NO. 20 - 320

ENVIRONMENTAL & NATURAL RESOURCES COMMITTEE NO. 1

SEPTEMBER 8, 2020 BOARD AGENDA NO. 3

DATE: September 1, 2020

RE: County Support of the
Enbridge Line 3 Replacement
Project

FROM: Kevin Z. Gray
County Administrator

RELATED DEPARTMENT GOAL:

To provide effective and efficient government.

ACTION REQUESTED:

The St. Louis County Board is requested to consider a resolution by which the County supports the Enbridge Line 3 replacement project.

BACKGROUND:

Enbridge has proposed to replace its Line 3 Crude Oil Pipeline System. This system is a 1,097 mile pipeline from Edmonton, Alberta to Superior, WI. The company is proposing to replace the pipeline generally along the same corridor that it currently resides. The replaced pipeline will be permanently removed from operation once the replacement pipeline is installed. A portion of the pipeline to be replaced resides within St. Louis County.

In June 2018, the Minnesota Public Utilities Commission (MPUC) initially granted a certificate of need and approved the preferred route with minor modifications. Agreements were reached with the Fond du Lac Band of Lake Superior Chippewa permitting the replacement within the tribal reservation. Enbridge continues to work with appropriate agencies to secure the permits necessary to start the project. Recently the Minnesota Department of Commerce has asked the Minnesota County Appeals to review the project.

The Enbridge pipeline provides a significant tax impact to St. Louis County, several townships and school districts. As this pipeline has aged and as a result of tax appeals, the valuations and resulting property taxes have generally decreased since 2016. The townships most directly impacted include Arrowhead, Fine Lakes, Floodwood, Halden and UT52-21 along with Independent School Districts #698 and 2142.

The purpose of the project is twofold:

- Reduce future repair activities and resulting disruption to land owners and environment; and
- Restore the historical operating capabilities of Line 3.

Installing new facilities will bring added property tax value to the County and other governing jurisdictions. The project will require significant numbers of skilled workers and laborers providing increased local employment opportunities and influx of wages into the economy.

Given the high profile impact of this project on various County Communities and financial impacts on our work force and economy, Commissioner Jugovich has offered this resolution for Board consideration.

RECOMMENDATION:

Should the Board desire to support the Enbridge Line 3 Replacement Project, a resolution of support is attached.

County Support of the Enbridge Line 3 Replacement Project

BY COMMISSIONER _____

WHEREAS, For more than five years, Enbridge has been working through the process to replace Line 3, a project that would not only better protect our environment – it would also invest private sector dollars in Minnesota and create needed jobs; and

WHEREAS, More than 20 miles of Line 3 will be built in St. Louis County, bringing approximately \$2.5 million in new tax revenue for our county when the replaced line is in operation; and

WHEREAS, In terms of direct investment, Line 3 is bigger than even the largest proposed list of bonding projects, yet it does not need legislative approval; and

WHEREAS, The Enbridge Line 3 is the most studied pipeline project in Minnesota history and will invest more than 4,000 union jobs to communities in St. Louis County, as well as across Northern Minnesota; and

WHEREAS, The Enbridge Line 3 project has passed every key regulatory test and Enbridge has repeatedly proved that Minnesota needs Line 3 and the energy it brings to our state and region; and

WHEREAS, While regulators have repeatedly approved the project, Governor Dayton and now Governor Walz have each worked to oppose it or challenge or delay Minnesota's rigorous review process; and

WHEREAS, Since March of this year, 30% of the available labor force in St. Louis County have filed applications for unemployment insurance with the State of Minnesota; and

WHEREAS, Key industries on which our region depends upon have been forced to close or are struggling to stay alive with little immediate hope that things will change.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board hereby supports the replacement and construction of the Enbridge Line 3 project.