ITASCA COUNTY
BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744
(218) 327-2847

Tuesday, January 10, 2023 | 2:30 PM | Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:30 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
John Johnson	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, January 3, 2023 County Board Organizational/Work Session.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

V. CONSENT AGENDA

Motion To: Approve the Consent Agenda, as delineated below.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

1. Adopt the Resolution Re: Repurchase of Lot Eighteen (18), Birch Park by John Bacigalupo Jr.

VI. REGULAR AGENDA

1. Receive Citizen Input

   No citizen input provided.

2. Recognition of County Employees

The following employees were recognized:
Welcome to new employee Tami Krtinich, Managed Care Nurse, Health & Human Services Department, IMCare Division, effective December 19, 2022.

Congratulations to Lisa Munger who has accepted a job transfer from Child Support Officer, HHS, to Eligibility Specialist, HHS, effective December 25, 2022.

Welcome to new employee Becky Sutherland, Legal Secretary, Probation Dept., effective December 28, 2022.

Farewell to Jestine Casey whose last day as a Legal Secretary, County Attorney's Office was December 12, 2022 after 2 months of service.

Welcome to new employee Kristina Schumacher, Public Health Nurse, HHS, Public Health division, effective January 3, 2023.

Farewell to Roger Mann whose last day as Network Telecommunications Specialist, MIS Department will be March 14, 2023 (last day in office 12/30/22) after over 24 years of service.

Congratulations to Hollie Hornstra who has accepted a job transfer from Accounting Technician to Payroll Specialist, Auditor/Treasurer's Office, effective December 25, 2022.

Welcome to new employee Elizabeth (Buffy) Dege, Eligibility Specialist, HHS Family Services Division, effective January 3, 2023.

Welcome to new employee Matt Norton, Eligibility Specialist, HHS Family Services Division, effective January 9, 2023.

Welcome to Nathaniel Grossell, Deputy Sheriff/Road Deputy, Sheriff's Department, effective December 28, 2022.

Welcome to Craig Wiita, Deputy Sheriff/Road Deputy, Sheriff's Department, effective January 3, 2023.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of January 13, 2023, in the amount of $753,669.24.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives
ABSTAIN:	Casey Venema

4. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for December 2022, in the amount of $2,159,798.48.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

5. Off Sale Liquor License

Motion To: Approve New Off Sale Liquor License for River Rat One Stop LLC, located at 38480 US Highway 2, Cohasset MN 55721.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

6. General Obligation Justice Center Bonds, Series 2023A

Motion To: Adopt the Resolution Re: Awarding the Sale of General Obligation Justice Center Bonds, Series 2023A, in the Original Aggregate Principal Amount of $24,515,000, Fixing Their Form and Specifications; Directing Their Execution and Delivery; and Providing for Their Payment, as amended.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

7. Salary Discussion

Motion To: Reconsider the previously set 2023 salary for Auditor/Treasurer, reducing the salary from $112,000 to $108,500.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

8. Reallocation in Veteran Services Department

Motion To: Approve the reallocation of one (1) Eligibility Specialist position to an Assistant County Veteran Service Officer (ACVSO) position in the Veterans Service Office and authorize filling of the ACVSO position.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

9. Project Labor Agreements for 2023 Highway Construction Projects

Motion To: Authorize the County Transportation Department to not require PLA's on the list of projects entitled "2023 Transportation Department Projects - Project Labor Agreements Worksheet".

RESULT:	**APPROVED (4 TO 1)**
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, Burl Ives, Casey Venema
NAYS:	John Johnson

10. Sheriff Update

Sheriff Joe Dasovich provided a Sheriff's Department Update, including information regarding 2022 numbers for Class A offenses, call for service, and out of county housing.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

11. Sheriff Office Hiring Process

Motion To: Change the hiring process for the Sheriff's Office to include the utilization of both the Sheriff Civil Service Commission and Human Resources per the document entitled "Future Process."

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

VII. COMMISSIONER COMMENTS

Commissioner Venema provided comment in regard to getting acclimated to his role as County Commissioner.

Commissioner Smith provided comments regarding support for area snowmobile trails and the selection of Judy Hart to the Minnesota Department of Natural Resources (DNR) Walleye Work Group.

Commissioner Johnson provided comments regarding his visit to the Jail Project, as well as his attendance at the recent Itasca County Township Association (ICTA) meeting.

Commissioner Snyder provided comments regarding his attendance at the recent Itasca County Township Association (ICTA) meeting, as well as a meeting held with the Minnesota Department of Natural Resources (DNR) and County staff regarding the consideration of changing lands from a conservation fund to something else.

Commissioner Ives provided comments regarding the relationship between the Minnesota Department of Natural Resources (DNR) and Itasca County, as well as his attendance at the recent Itasca County Township Association (ICTA) meeting.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Ives adjourned the meeting at 3:17 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board

ITASCA COUNTY
BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, January 10, 2023

RESOLUTION 2023-1

RE: REPURCHASE OF LOT EIGHTEEN (18) BIRCH PARK

WHEREAS, Minn. Stat. 282.241 provides that the State of Minnesota held in trust for the taxing districts may be repurchased by the owner at the time of forfeiture, or the owner's heir, devisee, or representative, or any person to whom the right to pay taxes was given by statute, mortgage, or other agreement, subject to adoption of a resolution by the County board and payment of the sum of all delinquent taxes, penalties, interest and associated costs, and

WHEREAS, the applicant, John Bacigalupo, Jr., has applied to repurchase State of Minnesota land held in trust for the taxing districts legally described as:
Lot Eighteen (18), Birch Park and

WHEREAS, the applicant is eligible to repurchase the property, and

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

NOW THEREFORE BE IT RESOLVED, the Itasca County Board approves the repurchase application by John Bacigalupo, Jr., subject to payment including taxes, penalties and interest of $18,437.76; deed tax $60.84; deed fee $25.00; recording fee $46.00; repurchase application fee $300.00 and well certificate fee of $50.00 for a total of $18,919.60.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 10th day of January A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 10th day of January A.D. 2023.

Administrator

ITASCA COUNTY
BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, January 10, 2023

RESOLUTION 2023-2

RE: AWARDING THE SALE OF GENERAL OBLIGATION JUSTICE CENTER BONDS, SERIES 2023A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $24,515,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT

BE IT RESOLVED By the Board of Commissioners (the "Board") of Itasca County, Minnesota (the "County") as follows:

Section 1. Background; Findings.

1.01. Authorization; Sales and Use Tax.

(a) On December 13, 2022, the Board adopted a resolution providing preliminary approval to the issuance of the County's General Obligation Justice Center Bonds, Series 2023A (the "Bonds"), pursuant to Minnesota Statues, Chapter 475, as amended (the "Act"), and Laws of Minnesota 2021, First Special Session, Chapter 14, Article 8, Section 9 (the "Special Law"), to finance upgrades to or new construction of a correctional facility, upgrades to or new construction of court facilities, including ancillary support accommodations, and upgrades to or new construction of County offices (collectively, the "Project").

(b) Pursuant to approval by a majority of the voters voting in the general election on November 8, 2022, the County is authorized to impose a sales and use tax of one percent (1%) for thirty (30) years or until the Project is paid for, whichever comes first, to finance the Project (the "Sales and Use Tax").

1.02. Award to the Purchaser and Interest Rates. The proposal of Raymond James & Associates, Inc., St. Petersburg, Florida, as syndicate manager (the "Purchaser") to purchase the Bonds described in the Request for Proposals thereof is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of $25,096,191.35 (par amount of $24,515,000, plus original issue premium of $1,097,100.45, less original issue discount of $123,669.10, less underwriter's discount of $392,240.00, plus accrued interest, if any, to date of delivery, for Bonds bearing interest as follows:

Year	Interest Rate	Year	Interest Rate
2024	5.000%	2038	4.000%
2025	5.000	2039	4.000
2026	5.000	2040	4.000
2027	5.000	2041	4.000
2028	5.000	2042	4.000

2029	5.000	2043	4.000
2030	5.000	2044	4.000
2031	5.000	2045	4.000
2032	5.000	2046	4.000
2033	5.000	2047	4.000
2034	4.000	2048	4.000
2035	4.000	2049	4.000
2036	4.000	2050	4.125
2037	4.000		

True interest cost: 3.913024%

1.03. Purchase Contract. The sum of $777,311.35, being the amount proposed by the Purchaser in excess of $24,318,880.00, shall be credited to the Debt Service Fund hereinafter created or deposited in the Construction Fund hereinafter created, as determined by the County Auditor/Treasurer in consultation with the County's municipal advisor. The County Auditor/Treasurer is directed to retain the good faith check of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith checks of the unsuccessful proposers, if any. The Chair and County Auditor/Treasurer are directed to execute a contract with the Purchaser on behalf of the County.

1.04. Terms and Principal Amounts of Bonds. The County will forthwith issue and sell the Bonds to the Purchaser pursuant to the Act, in the total principal amount of $24,515,000. The Bonds will be originally dated February 1, 2023, in the denomination of $5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as above set forth and maturing serially on February 1 in the years and amounts as follows:

Year	Amount	Year	Amount
2024	$475,000	2038	$910,000
2025	495,000	2039	950,000
2026	525,000	2040	985,000
2027	550,000	2041	1,025,000
2028	580,000	2042	1,070,000
2029	610,000	2043	1,110,000
2030	640,000	2044	1,160,000
2031	670,000	2045	1,205,000
2032	705,000	2046	1,255,000
2033	740,000	2047	1,305,000
2034	775,000	2048	1,360,000
2035	810,000	2049	1.415,000
2036	840,000	2050	1,475,000
2037	875,000		

1.05. Optional Redemption. The County may elect on February 1, 2032, and on any day thereafter, to prepay Bonds due on or after February 1, 2033. Redemption may be in whole or in part and if in part, at the option of the County and in such manner as the County will determine. If less than all Bonds of a maturity are called for redemption, the County will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

1.06. Bond Insurance.

(a) The Purchaser has elected to obtain a municipal bond insurance policy to be delivered by Build America Mutual Assurance Company ("BAM"), New York, New York (the "Policy") with respect to the scheduled payments due of principal of and interest on the Bonds, and the County hereby approves the Policy.

(b) BAM has issued a Municipal Bond Commitment with an effective date of January 10, 2023 (the "Commitment") under the terms of which BAM will issue its Policy on the date of issuance of the Bonds.

(c) The County shall take all actions, including the delivery of documents and information, as required by the terms of the Commitment that are necessary to obtain the Policy. The terms and provisions set forth in EXHIBIT C attached hereto (the "Insurer Provisions") are hereby incorporated by reference herein, and the County agrees to be bound by the terms and conditions of the Insurer Provisions.

Section 2. Registration and Payment.

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

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2023, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form as attached hereto as EXHIBIT B.

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

Section 4. Payment; Security; Net Sales and Use Tax Revenues; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds are payable from the General Obligation Justice Center Bonds, Series 2023A Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered by the County Auditor/Treasurer as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the County. Revenues of the Sales and Use Tax net of costs of collections (the "Net Sales and Use Tax Revenues") are hereby pledged to the Debt Service Fund. There is appropriated to the Debt Service Fund the following: (i) capitalized interest financed from Bond proceeds, if any; and (ii) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof.

4.02. Construction Fund. The County hereby creates the General Obligation Justice Center Bonds, Series 2023A Construction Fund (the "Construction Fund"). Proceeds of the Bonds, less the appropriations made in Section 4.01 hereof, together with any other funds appropriated for the Project, will be deposited in the Construction Fund to be used solely to defray expenses of the Project and pay the costs of issuing the Bonds. When the Project is completed and the cost thereof paid, the Construction Fund is to be closed and any balance therein shall be deposited in the Debt Service Fund.

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

4.04. Net Sales and Use Tax Revenues. In accordance with the Special Law, the Net Sales and Use Tax Revenues may also be used to pay the debt service payments on other bonds issued or to be issued by the County to provide financing for the Project, including but not limited to the County's General Obligation Jail Bonds, Series 2020B (the "Series 2020B Bonds"), issued on October 29, 2020, in the original aggregate principal amount of $50,000,000. The County issued the Series 2020B Bonds to finance a County jail.

4.05. No Tax Levy. It is determined that the estimated collection of the foregoing Net Sales and Use Tax Revenues will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds and that no ad valorem tax levy is needed at this time.

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

Section 5. Authentication of Transcript.

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

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

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

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

Section 6. Tax Covenants.

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

6.02. Rebate. The County will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States, unless the Bonds qualify for a spending exception under the Code and related Treasury Regulations.

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

6.04. Not Qualified Tax-Exempt Obligations. The Bonds are not designated as “qualified tax exempt obligations” for purposes of Section 265(b)(3) of the Code.

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

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

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

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the County, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any

Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of the Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The County, the Registrar and the Paying Agent may treat and consider the person in whose name the Bonds are registered in the registration books kept by the Registrar as the holder and absolute owner of the Bonds for the purpose of payment of principal, premium, if any, and interest with respect to such Bonds, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the County's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of the Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the County Auditor/Treasurer of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." will refer to such new nominee of DTC; and upon receipt of such a notice, the County Auditor/Treasurer will promptly deliver a copy of the same to the Registrar and Paying Agent.

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

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

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

Section 8. Continuing Disclosure.

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

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

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

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 10th day of January A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 10th day of January A.D. 2023.

Administrator

EXHIBIT A

PROPOSALS

pfm

50 South Sixth Street
Suite 2250
Minneapolis, MN 55402

612.338.3535
612.338.7264 Fax
www.pfm.com

RESULTS OF SALE

SALE DATE: January 10, 2023

$ 23,780,000* General Obligation Justice Center Bonds, Series 2023A
Itasca County, Minnesota

Due: February 1, 2024 through 2050
Ratings by Moody's: "A1"

Bank Qualified: No

Dated: February 1, 2023
Bond Buyer 20-Bond Index: 3.66%

BIDDERS	Address	Year	Rate	Yield	
RAYMOND JAMES & ASSOCIATES, INC.	St. Petersburg, FL	2024	5.000%	2.550%	**Price**
		2025	5.000%	2.400%	
Morgan Stanley	New York, NY	2026	5.000%	2.380%	**$ 24,280,174.90**
FHN Financial Capital Markets	Austin, TX	2027	5.000%	2.370%	
Fidelity Capital Markets	Boston, MA	2028	5.000%	2.380%	**NIC**
UBS Financial Services Inc.	Union City, NJ	2029	5.000%	2.400%	
Ramirez & Co., Inc.	New York, NY	2030	5.000%	2.420%	**$ 15,926,918.85**
Ziegler	Chicago, IL	2031	5.000%	2.450%	
Advisors Asset Management	New York, NY	2032	5.000%	2.530%	**TIR**
American Veterans Group, PBC SDVOB	Melville, NY	2033	5.000%	2.580%	
		2034	4.000%	2.900%	**3.9317%**
		2035	4.000%	3.060%	
		2036	4.000%	3.300%	
		2037	4.000%	3.500%	
		2038	4.000%	3.600%	
		2039	4.000%	3.700%	
		2040	4.000%	3.800%	
		2041	4.000%	3.850%	
		2042	4.000%	3.880%	
		2043	4.000%	3.950%	
		2044	4.000%	4.000%	
		2045	4.000%	4.040%	
		2046	4.000%	4.080%	
		2047	4.000%	4.120%	
		2048	4.000%	4.150%	
		2049	4.000%	4.160%	
		2050	4.125%	4.170%	

*** Subsequent to bid opening the par amount increased to $ 24,515,000. The bid price was changed to $ 25,096,191.35 resulting in a true interest rate of 3.9130%.**

BIDDERS	Address	Year	Rate	
NORTHLAND SECURITIES, INC.	Minneapolis, MN	2024	5.000%	**Price**
		2025	5.000%	
		2026	5.000%	**$ 24,310,478.76**
		2027	5.000%	
		2028	5.000%	**NIC**
		2029	5.000%	
		2030	5.000%	**$ 16,011,971.24**
		2031	5.000%	
		2032	5.000%	**TIR**
		2033	5.000%	
		2034	5.000%	**3.9572%**
		2035	5.000%	
		2036	4.000%	
		2037	4.000%	
		2038	4.000%	
		2039	4.000%	
		2040	4.000%	
		2041	4.000%	
		2042	4.000%	
		2043	4.000%	
		2044	4.000%	
		2045	4.000%	
		2046	4.000%	
		2047	4.000%	
		2048	4.000%	
		2049	4.000%	
		2050	4.000%	

BIDDERS	Address	Year	Rate	
ROBERT W. BAIRD & CO., INC.	Milwaukee, WI	2024	5.000%	**Price**
		2025	5.000%	
		2026	5.000%	**$ 24,254,990.22**
		2027	5.000%	
		2028	5.000%	**NIC**
		2029	5.000%	
		2030	5.000%	**$ 16,120,509.78**
		2031	5.000%	
		2032	5.000%	**TIR**
		2033	5.000%	
		2034	4.000%	**3.9790%**
		2035	4.000%	
		2036	4.000%	
		2037	4.000%	
		2038	4.000%	
		2039	4.000%	
		2040	4.000%	
		2041	4.000%	
		2042	4.000%	
		2043	4.000%	
		2044	4.000%	
		2045	4.000%	
		2046	4.125%	
		2047	4.125%	
		2048	4.125%	
		2049	4.125%	
		2050	4.125%	

BIDDERS	**Address**	**Year**	**Rate**	
HILLTOPSECURITIES	Dallas, TX	2024	5.000%	**Price**
		2025	5.000%	
		2026	5.000%	**$ 24,481,625.21**
		2027	5.000%	
		2028	5.000%	**NIC**
		2029	5.000%	
		2030	5.000%	**$ 16,241,062.29**
		2031	5.000%	
		2032	5.000%	**TIR**
		2033	5.000%	
		2034	5.000%	**3.9964%**
		2035	5.000%	
		2036	5.000%	
		2037	5.000%	
		2038	4.000%	
		2039	4.000%	
		2040	4.000%	
		2041	4.000%	
		2042	4.000%	
		2043	4.000%	
		2044	4.000%	
		2045	4.000%	
		2046	4.000%	
		2047	4.125%	
		2048	4.125%	
		2049	4.125%	
		2050	4.125%	

BIDDERS	**Address**	**Year**	**Rate**	
THE BAKER GROUP	Oklahoma City, OK	2024	5.000%	**Price**
		2025	5.000%	
		2026	5.000%	**$ 24,112,035.69**
		2027	5.000%	
		2028	5.000%	**NIC**
		2029	5.000%	
		2030	5.000%	**$ 16,265,001.81**
		2031	5.000%	
		2032	5.000%	**TIR**
		2033	5.000%	
		2034	5.000%	**4.0353%**
		2035	4.000%	
		2036	4.000%	
		2037	4.000%	
		2038	4.000%	
		2039	4.000%	
		2040	4.000%	
		2041	4.000%	
		2042	4.000%	
		2043	4.000%	
		2044	4.000%	
		2045	4.000%	
		2046	4.000%	
		2047	4.000%	
		2048	4.125%	
		2049	4.125%	
		2050	4.125%	

BIDDERS	Address	Year	Rate	
KEYBANC CAPITAL MARKETS	Cleveland, OH	2024	5.000%	**Price**
		2025	5.000%	
		2026	5.000%	**$ 24,574,972.45**
		2027	5.000%	
		2028	5.000%	**NIC**
		2029	5.000%	
		2030	5.000%	**$ 16,525,452.55**
		2031	5.000%	
		2032	5.000%	**TIR**
		2033	5.000%	
		2034	5.000%	**4.0579%**
		2035	5.000%	
		2036	5.000%	
		2037	5.000%	
		2038	5.000%	
		2039	5.000%	
		2040	4.000%	
		2041	4.000%	
		2042	4.000%	
		2043	4.000%	
		2044	4.000%	
		2045	4.000%	
		2046	4.000%	
		2047	4.000%	
		2048	4.250%	
		2049	4.250%	
		2050	4.250%	

EXHIBIT B

FORM OF BOND

No. R-__ $_______

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ITASCA

GENERAL OBLIGATION JUSTICE CENTER BOND
SERIES 2023A

Rate	Maturity	Date of Original Issue	CUSIP
	February 1, 20__	February 1, 2023	

Registered Owner: Cede & Co.

Itasca County, Minnesota, a duly organized and existing body politic and corporate and political subdivision of the State of Minnesota (the "County"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the principal sum of $____________ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing August 1, 2023, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the County have been and are hereby irrevocably pledged.

The County may elect on February 1, 2032, and on any day thereafter, to prepay Bonds due on or after February 1, 2033. Redemption may be in whole or in part and if in part, at the option of the County and in such manner as the County will determine. If less than all Bonds of a maturity are called for redemption, the County will notify The Depository Trust Company, New York, New York ("DTC"), of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

This Bond is one of an issue in the aggregate principal amount of $24,515,000 all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the Board of Commissioners on January 10, 2023 (the "Resolution"), for the purpose of providing money to defray the expenses incurred and to be incurred in constructing upgrades to or new construction of a correctional

facility, upgrades to or new construction of court facilities, including ancillary support accommodations, and upgrades to or new construction of County offices, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475, as amended, and Laws of Minnesota 2021, First Special Session, Chapter 14, Article 8, Section 9, and the principal hereof and interest hereon are payable from net revenues of a sales and use tax imposed on sales within the County as approved by a majority of voters voting at the general election on November 8, 2022, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the County are irrevocably pledged for payment of this Bond and the Board of Commissioners has obligated itself to levy ad valorem taxes on all taxable property in the County in the event of any deficiency in net revenues of the sales and use tax pledged, which taxes may be levied without limitation as to rate or amount. The Bond of this series is issued only as a fully registered Bond in the denominations of $5,000 or any integral multiple thereof of single maturities.

This Bond is not a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

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

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

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

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

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

Dated: February 1, 2023

ITASCA COUNTY, MINNESOTA

(Facsimile)
Chair

(Facsimile)
County Auditor/Treasurer

CERTIFICATE OF AUTHENTICATION

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

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By ___________________________________
Authorized Representative

ABBREVIATIONS

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

TEN COM -- as tenants in common

TEN ENT -- as tenants by entireties

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

UNIF GIFT MIN ACT
_________ Custodian _________
(Cust) (Minor)
under Uniform Gifts or Transfers to Minors Act, State of _______________

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

ASSIGNMENT

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

Dated: ______________________________ ____________________________________

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

Signature Guaranteed:

____

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

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

Name and Address: ____________________________________

____

____

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

Please insert social security or other identifying number of assignee

____

PROVISIONS AS TO REGISTRATION

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

Date of Registration	Registered Owner	Signature of Officer of Registrar
______________________	Cede & Co. Federal ID #13-2555119	______________________

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Resolution or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Resolution, at laws or in equity.

EXHIBIT C

INSURER PROVISIONS

EXHIBIT A

GENERAL TRANSACTION DOCUMENT PROVISIONS

1. Notice and Other Information to be given to BAM. The Issuer will provide BAM with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Agreement and (ii) to the holders of the Bonds or the Trustee under the Security Documents.

   The notice address of BAM is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. ________, Telephone: (212) 235-2500, Telecopier: (212) 962-1710, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 962-1524 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

2. Amendments, Supplements and Consents.

   a. *Consents and Amendments.* Whenever any Security Document requires the consent of Bondholders, BAM's consent shall also be required. In addition, any amendment, supplement or modification to the Security Documents that adversely affect the rights or interests of BAM shall be subject to the prior written consent of BAM.

   b. *Control Rights of BAM Upon Default.* Anything in any Security Document to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, BAM shall be deemed to be the sole holder of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Bonds or the trustee, paying agent, registrar, or similar agent (the "Trustee") for the benefit of such holders under any Security Document. The Trustee may not waive any default or event of default or accelerate the Bonds without BAM's written consent.

3. BAM As Third Party Beneficiary. BAM is explicitly recognized as and shall be deemed to be a third-party beneficiary of the Security Documents and may enforce any right, remedy or claim conferred, given or granted thereunder.

4. Policy Payments.
   a. In the event that principal and/or interest due on the Bonds shall be paid by BAM pursuant to the Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law

violations arising from the offer and sale of the Bonds.

b. Notwithstanding anything to the contrary, the Issuer and the Trustee shall agree for the benefit of BAM that:

   i. They recognize that to the extent BAM makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal of or interest on the Bonds, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the Security Documents and the Bonds; and

   ii. They will accordingly pay to BAM the amount of such principal and interest, with interest thereon, but only from the sources and in the manner provided in the Security Documents and the Bonds for the payment of principal of and interest on the Bonds to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.

c. *Special Provisions for Insurer Default:* If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraph 2 above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Bonds for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph (4c), "Insurer Default" means: (A) BAM has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).

5. Definitions.

"BAM" shall mean Build America Mutual Assurance Company, or any successor thereto.

"Policy" shall mean the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Bonds when due.

"Security Documents" shall mean the resolution, trust agreement, ordinance, loan agreement, bond, note and/or any additional or supplemental document executed in connection with the Bonds.

January 10, 2023

Chair:

PULL: None

ADDITIONS: None

CHANGES: None

INFORMATIONAL:
1. Item #6.6 - Additional Information

ITASCA COUNTY
BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744
(218) 327-2847

Tuesday, January 3, 2023 | 2:30 PM | Itasca County Boardroom

DRAFT

WORK SESSION MINUTES

I. CALL TO ORDER

Chair Snyder called the meeting to order at 2:32 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:32 PM
Terry Snyder	District #2	Present	2:32 PM
John Johnson	District #3	Present	2:32 PM
Burl Ives	District #4	Present	2:32 PM
Casey Venema	District #5	Present	2:32 PM

II. PLEDGE OF ALLEGIANCE

III. OATHS OF OFFICE

Judge Sarah McBroom administered the Oath of Office to re-elected County Attorney Matti Adam, newly elected County Auditor/Treasurer Austin Rohling, re-elected County Recorder Nicolle Zuehlke, newly elected County Sheriff Joe Dasovich, and newly elected County Commissioners Cory Smith (District #1), John Johnson (District #3), and Casey Venema (District #5).

IV. ELECTION OF OFFICERS

Chair Snyder called for nominations for Chair of the County Board for the year 2023.

Commissioners Snyder and Venema nominated Commissioner Burl Ives. Commissioner Ives accepted the nomination.

After calling for more nominations, Chair Snyder called for the question.

Motion To: Cast a unanimous ballot for Commissioner Burl Ives as Chair of the County Board for the year 2023.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

Chair Ives called for nominations for Vice-Chair of the County Board for the year 2023.

Commissioners Smith and Johnson nominated Commissioner Terry Snyder. Commissioner Snyder accepted the nomination.

After calling for more nominations, Chair Ives called for the question.

Motion To: Cast a unanimous ballot for Commissioner Terry Snyder as Vice-Chair of the County Board for the year 2023.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

Chair Ives provided newly and re-elected County officials an opportunity to introduce themselves.

V. APPROVAL OF AGENDA

Motion To: Add Items #8.7 (Coroner Appointment) and #8.8 (Salary Discussion), and approve the agenda as amended.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

VI. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, December 20, 2022 County Board Work Session.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

VII. RECOMMENDED FOR CONSENT AGENDA

1. Adopt the Resolution Re: Repurchase of Lot Eighteen (18), Birch Park by John Bacigalupo Jr.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 01/10/2023 2:30 PM**

VIII. DISCUSSION / INFORMATIONAL

1. Citizen Input

   No citizen input provided.

2. Bids for Legal Printing

   Motion To: Award the Bids for Legal Publication for 2023, as follows: Scenic Range News - Official Proceedings (1st run), Delinquent Tax Notice, Financial Statements (2nd run); Grand Rapids Herald Review - Official Proceedings (2nd run), Financial Statements (1st run).

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

3. Annual Delegation for Electronic Funds Transfers

   Motion To: Approve the 2023 Annual Delegation of Electronic Funds Transfers to the Auditor/Treasurer, Accounting Manager, or the officer’s designee.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

4. Appointments to Committees/Commissions/Boards

   Motion To: Approve the appointments to various Itasca County Committees/Commissions/Boards, per the complete Current List dated December 29, 2022, and authorized the Administrative Services Department to continue actively seeking applications for remaining vacancies.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

5. Additional Appointments or Changes to Committees/Commissions/Boards

   Motion To: Appoint Leo Trunt to the Nursing Home Board fulfilling an unexpired vacancy effective January 1, 2023 through December 31, 2024; appoint Commissioner Cory Smith to the Tri-County Community Health Board fulfilling the unexpired vacancy effective January 1, 2023 through December 31, 2024; appoint Commissioners Cory Smith and John Johnson to the IMCare Subcommittee effective January 1, 2023 for indefinite terms as long as elected; appoint Commissioners John Johnson and Burl Ives to the Contract Negotiation Team effective January 1, 2023 for indefinite terms as long as elected; appoint Commissioners Terry Snyder and Burl Ives to the Intergovernmental Affairs Committee effective January 1, 2023 for indefinite terms as long as elected; and appoint Jeremy Hanson as delegate and John Linder as alternate to the Northeast Minnesota Emergency Communications Board Regional Advisory Committee (RAC) effective January 1, 2023 for indefinite terms, reaffirmed yearly.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

6. Surface and Groundwater Management Planning Overview and Appointments to the Mississippi River – Grand Rapids Watershed Policy Committee

   Motion To: Appoint Commissioners Snyder and Smith as primary and secondary representatives, respectfully, to serve on the Mississippi River – Grand Rapids Comprehensive Watershed Planning One Watershed/One Plan (1W/1P) Policy Committee effective January 3, 2023 for indefinite terms, as long as elected.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

7. Coroner Appointment

   Motion To: Appoint Dr. Michael Baich as Coroner for the term of January 1, 2023 through February 28, 2023.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

8. Auditor/Treasurer Salary Discussion

   County Auditor/Treasurer Austin Rohling presented information regarding the request to reduce the 2023 salary for Auditor/Treasurer from $112,000 to $108,500.

RESULT:	**RECOMMENDED FOR REGULAR**	**NEXT: 01/10/2023 2:30 PM**

IX. COMMISSIONER COMMENTS

Commissioner Snyder provided comment regarding the maintenance of area snowmobile trails and thanked snowmobile club members for their efforts.

Commissioner Johnson provided comment regarding the maintenance of area snowmobile trails and the efforts of the County road & bridge employees to maintain county roads following the latest snowfall, as well as Canisteo Mine Pit dewatering which is causing unsafe ice conditions.

Commissioner Smith provided comment regarding the maintenance of area snowmobile trails and the need for help for area snowmobile clubs.

Commissioner Venema provided comment regarding the efforts of the County road & bridge employees to maintain county roads following the latest snowfall and the need for help for area snowmobile clubs.

Commissioner Ives provided comment regarding upcoming snowmobile events, the efforts of the County road & bridge employees to maintain county roads and area electric companies to restore service following the latest snowfall, as well as his plans to review 2023 goals and objectives at an upcoming County Board meeting.

X. COMMITTEE REPORTS

XI. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including information regarding the Correctional Facility/Courts construction project which continues to be on budget and on schedule, despite a higher bid for the kitchen.

XII. CLOSED SESSIONS

XIII. ADJOURN

Chair Ives adjourned the meeting at 3:27 PM.

ATTEST

Burl Ives Chair of the County Board	Brett Skyles Clerk of the County Board

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, January 10, 2023

REQUEST FOR BOARD ACTION: RBA-2022-2691

DEPARTMENT: Land Department **TIME REQUESTED:** < 5 Minutes
PRESENTER: Cindy Shevich

AGENDA ITEM:
Application for Repurchase of Tax-Forfeited Parcel by John Bacigalupo Jr.

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Repurchase of Lot Eighteen (18), Birch Park by John Bacigalupo Jr.

BACKGROUND:
This property forfeited October 31, 2022 for non-payment of property taxes. Itasca County has received payment for all delinquent taxes, penalties, interest and associated costs.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Repurchase App Bacigalupo
2. Location_Map 25-460-0180

01/03/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 01/10/2023 2:30 PM**

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, January 10, 2023

RESOLUTION 2023-1

RE: REPURCHASE OF LOT EIGHTEEN (18) BIRCH PARK

WHEREAS, Minn. Stat. 282.241 provides that the State of Minnesota held in trust for the taxing districts may be repurchased by the owner at the time of forfeiture, or the owner's heir, devisee, or representative, or any person to whom the right to pay taxes was given by statute, mortgage, or other agreement, subject to adoption of a resolution by the County board and payment of the sum of all delinquent taxes, penalties, interest and associated costs, and

WHEREAS, the applicant, John Bacigalupo, Jr., has applied to repurchase State of Minnesota land held in trust for the taxing districts legally described as:
Lot Eighteen (18), Birch Park and

WHEREAS, the applicant is eligible to repurchase the property, and

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

NOW THEREFORE BE IT RESOLVED, the Itasca County Board approves the repurchase application by John Bacigalupo, Jr., subject to payment including taxes, penalties and interest of $18,437.76; deed tax $60.84; deed fee $25.00; recording fee $46.00; repurchase application fee $300.00 and well certificate fee of $50.00 for a total of $18,919.60.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 10th day of January A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 10th day of January A.D. 2023.

Administrator

APPLICATION FOR REPURCHASE OF FORFEITED LANDS

Pursuant to Minnesota, Statutes Section 282.241

To The Board of County Commissioners and the County Auditor of Itasca County, Minnesota:

The undersigned John Bacigalupo, Jr. *hereby makes application to repurchase from the State of Minnesota the following described land, pursuant to Minnesota Statutes, Section 282.241, Said land is situated in said ITASCA County, Minnesota, and more particularly described as follows:*

Lot Eighteen (18), Birch Park

Applicant states and shows that at the time of the forfeiture to the State of the said land for taxes hereinafter set out, they are the heirs of the owner and a person to whom the right to pay taxes is given by statute, to-wit: per Findings of Fact, Conclusions of Law, Order for Judgment recorded on April 30, 2009 as Document No. 632523.

That said land forfeited to the State on the 31st day of October, 2022.

That such taxes became delinquent 2016, and remained delinquent and unpaid for the subsequent years of 2017-2023.

That the aggregate of all delinquent taxes and assessments, with penalties, costs and interest, exclusive of taxes and assessments to be reinstated as provided by Minnesota Statutes, Section 282. 251, is the sum of Eighteen Thousand Nine Hundred Nineteen and 60/100ths($18,919.60), which includes (taxes, penalties & interest $18,437.76; plus deed tax $60.84; deed issuance fee $25.00; recording fee $46.00; application fee $300.00; well fee $50.00) *Dollars.*

That permission to repurchase said land is hereby requested for the reasons stated as follows:

We live there.

This applicant offers to pay upon such repurchase not less than one-tenth of the aggregate sum of said delinquent taxes and assessments together with penalties and costs, with interest at the rate fixed by law for the respective years computed to the date of repurchase from the time such taxes and as-assessments became delinquent, and also the sum of taxes and assessments with penalties and costs, with interest at the rate fixed by law for the respective years to the date of repurchase from the time such taxes and assessments would have been delinquent that would have been levied and assessed against such parcel between the date of forfeiture and the date of repurchase, all due and to be computed as set out in the Minnesota Statutes, Section 282.251, and to pay the remaining portion of repurchase price in ten equal annual installments, with the privilege of paying the unpaid balance in full at any time with interest at four percent per annum on the balance remaining unpaid each year.

Dated Dec. 28, 2022

John Bacigalupo
Applicant

State of Minnesota, }ss.

County of Itasca

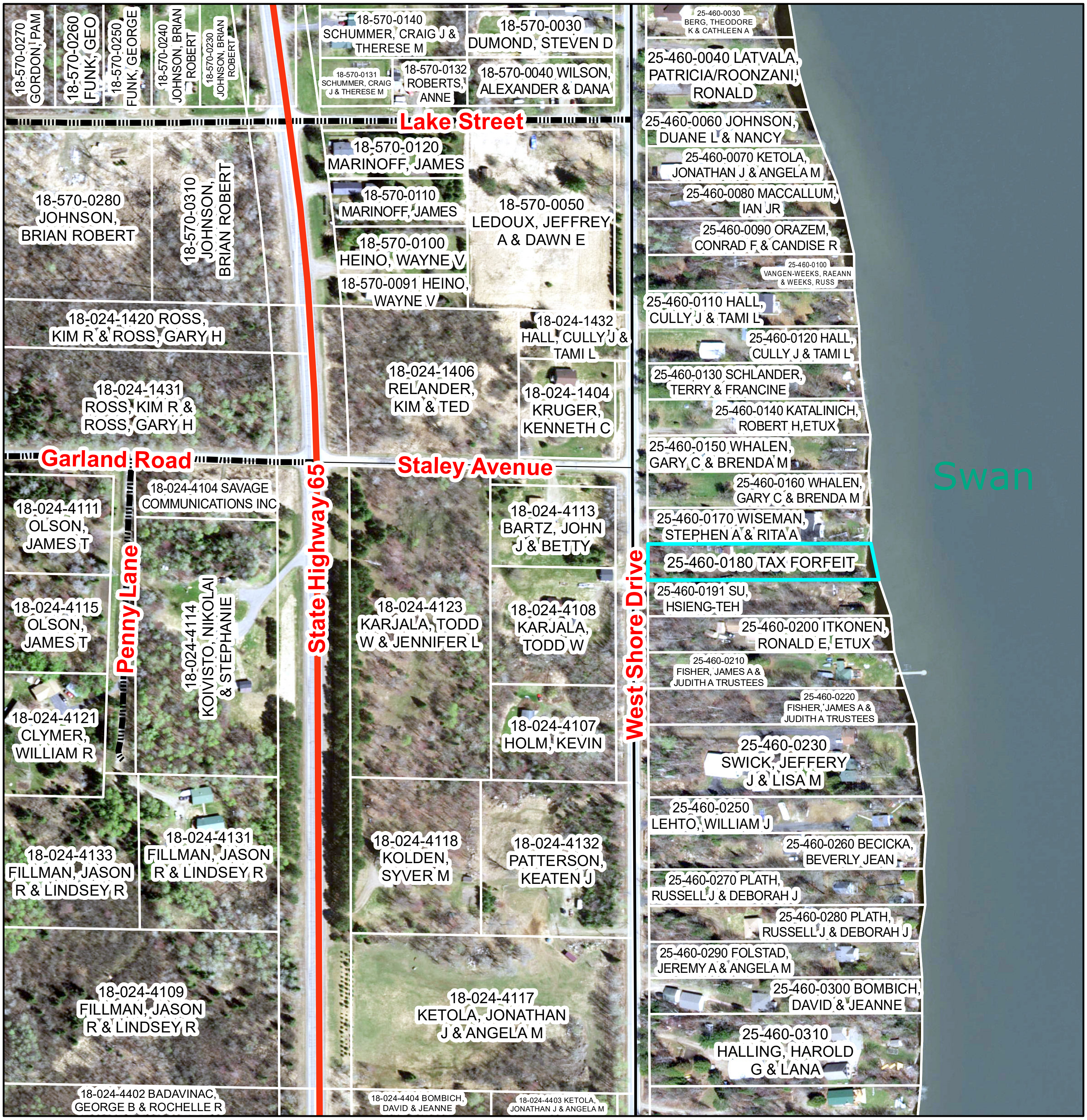
John Bacigalupo, Jr. ***being duly sworn, deposes and says: that they are the applicants and petitioners in the forgoing petition; that they have read said petition and knows the contents thereof; that the same is true of their own knowledge same as to the matters therein stated on information and belief and as to those matters they believe it to be true.***

Subscribed and sworn to before me this

28 *day of* December, 2022

CINDY ANN SHEVICH
Notary Public
Minnesota
My Commission Expires
Jan 31, 2025

Application for repurchase of parcel #25-460-0180
Lot 18, Birch Park



The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The County makes no warranties, express or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.

N
W E
S

0 25 50 100
Feet

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, January 10, 2023

REQUEST FOR BOARD ACTION: RBA-2023-4

DEPARTMENT: Administrative Services **TIME REQUESTED:** 10 Minutes
PRESENTER: Chair

AGENDA ITEM:
Citizen Input

BOARD ACTION REQUESTED:
Receive Citizen Input

BACKGROUND:
The Itasca County Board of Commissioners encourages citizen input. Each citizen will be allowed to address the County Board one time for up to three (3) minutes in length. Comments should be directed to the Board as a body. When addressing the Board, please state your name and address for the record. The Board will take all information under advisement. As part of County Board protocol, it is unacceptable for any speaker to slander or engage in character assassination at a County Board meeting. In addition, no political grandstanding, candidate endorsement, or other attempts to influence the outcome of an election shall be permitted. Any violation of the above statement shall result in the loss of your remaining time.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, January 10, 2023

REQUEST FOR BOARD ACTION: RBA-2023-9

DEPARTMENT: Human Resources **TIME REQUESTED:** < 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Recognition of County Employees

BOARD ACTION REQUESTED:
To recognize those employees who have either experienced a job change, given notice of leaving employment, received commendation, or to welcome any new employees.

BACKGROUND:

- Welcome to new employee Tami Krtinich, Managed Care Nurse, Health & Human Services Department, IMCare Division, effective December 19, 2022.
- Congratulations to Lisa Munger who has accepted a job transfer from Child Support Officer, HHS, to Eligibility Specialist, HHS, effective December 25, 2022.
- Welcome to new employee Becky Sutherland, Legal Secretary, Probation Dept., effective December 28, 2022.
- Farewell to Jestine Casey whose last day as a Legal Secretary, County Attorney's Office was December 12, 2022 after 2 months of service.
- Welcome to new employee Kristina Schumacher, Public Health Nurse, HHS, Public Health division, effective January 3, 2023.
- Farewell to Roger Mann whose last day as Network Telecommunications Specialist, MIS Department will be March 14, 2023 (last day in office 12/30/22) after over 24 years of service.
- Congratulations to Hollie Hornstra who has accepted a job transfer from Accounting Technician to Payroll Specialist, Auditor/Treasurer's Office, effective December 25, 2022.
- Welcome to new employee Elizabeth (Buffy) Dege, Eligibility Specialist, HHS Family Services Division, effective January 3, 2023.

- Welcome to new employee Matt Norton, Eligibility Specialist, HHS Family Services Division, effective January 9, 2023.
- Welcome to Nathaniel Grossell, Deputy Sheriff/Road Deputy, Sheriff's Department, effective December 28, 2022.
- Welcome to Craig Wiita, Deputy Sheriff/Road Deputy, Sheriff's Department, effective January 3, 2023.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, January 10, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2695

DEPARTMENT: Auditor / Treasurer **TIME REQUESTED:** < 5 Minutes
PRESENTER: Gail Guck

AGENDA ITEM:
Commissioner Warrants

BOARD ACTION REQUESTED:
Approve Commissioner Warrants with a check date of January 13, 2023, in the amount of $753,669.24.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives
ABSTAIN:	Casey Venema

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, January 10, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2697

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Christine Krebs

AGENDA ITEM:
ICHHS Warrants

BOARD ACTION REQUESTED:
Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for December 2022, in the amount of 2,159,798.48.

BACKGROUND:
N/A

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. December 2022 Board Report

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

ITASCA COUNTY HEALTH AND HUMAN SERVICES

ITASCA RESOURCE CENTER

1209 SE 2nd Avenue, Grand Rapids, MN 55744

Hearing Impaired Number TDD: 218-327-5549

218-327-2941

Visit us at : www.co.itasca.mn.us

December 2022

Income Maint/Admin Payments	$	494,889.91
Social Services - Waivers	$	15,385.99
Social Services - Non-Waivers	$	417,395.68
Foster Care/Out of Home/FamilySupport	$	510,726.16
Relative Custody/Preventive Placement Costs/Incidentals	$	27,812.10
Public Health	$	29,607.66
Community Health Board	$	663,980.98
Total	$	2,159,798.48

Note : The above is a general description of payments made during the month indicated and is not intended to be a detailed itemization. The Community Health Board does not affect the Health & Human Services budget or levy.

December 2022
Out of Home Placement Breakdown

Foster Care/Out-of-Home/Family Support Comparison

	Actual 2022	Actual 2021	Actual 2020	Actual 2019	Actual 2018
January	433,150.76	375,450.87	459,792.92	304,901.00	403,335.16
February	348,631.48	276,036.33	591,619.05	395,125.46	317,598.86
March	390,198.68	470,336.10	503,054.15	481,292.60	401,231.62
April	552,814.60	327,746.28	447,083.94	369,984.89	486,982.25
May	487,698.28	435,540.15	533,038.47	431,360.66	326,329.84
June	585,853.92	453,742.31	382,221.73	511,262.03	511,990.80
July	400,212.87	295,647.79	361,553.69	374,861.55	345,911.09
August	484,467.08	406,809.83	324,126.58	553,349.32	420,305.34
September	499,454.00	351,501.34	388,223.65	454,942.93	346,840.99
October	596,946.77	253,884.89	482,584.01	535,920.86	505,385.69
November	361,433.79	424,163.31	397,425.90	420,910.89	379,374.21
December	510,726.16	280,089.95	351,799.88	222,554.78	410,475.92
Total	5,651,588.39	4,350,949.15	5,222,523.97	5,056,466.97	4,855,761.77

Child Protection Statistics

	Maltreatment Reports	Opened for Assessment	% Opened	Children Placed	% Placed of Open
January	44	27	61%	5	19%
February	52	21	40%	4	19%
March	42	21	50%	9	43%
April	56	32	57%	14	44%
May	56	35	63%	8	23%
June	53	19	36%	3	16%
July	47	20	43%	12	60%
August	39	16	41%	6	38%
September	46	19	41%	8	42%
October	52	33	63%	5	15%
November	65	25	38%	7	28%
December	53	32	60%	15	47%
	605	300	50%	96	33%
			average		average

December 2022

Out of Home Placement Payments by Vendor

		Rate		Invoices Paid
Northwestern MN Juvenile	-	$200-$340/day		$ 127,222
Itaskin Juvenile Center	-	$175 - $328/day		$ 46,089
North Homes	-	$175 - $365/day		$ 44,255
Mille Lacs Academy	-	$479/day		$ 43,164
Northwood	-	$294-$331/day		$ 41,273
The Bridge Residential Facility	-	$250/day		$ 38,250
Snyders/Foundation for Life	-	$122/day		$ 20,480
Hawkins Home	-	$338.24/day		$ 10,485
Heartland Girls Ranch	-	$249 - $316/day		$ 8,786
Little Sand Group Home	-	$240/day		$ 8,722
MCF - Redwing	-	$215/day		$ 7,350
Village Ranch	-	$175 - $231/day		$ 6,703
Lutheran Social Services	-	$148-$194/day		$ 4,025
Lighthouse	-	$128/day		$ 3,106
Port Group Homes	-	$178/day		$ 2,347
Anoka County Juvenile Center	-	$226 - $282/day		$ -
Arrowhead Juvenile Center	-	$250/day		$ -
Bar None	-	$475/day		$ -
Dakota County Juvenile Serv	-	$325 - $340/day		$ -
Evergreen Shelter	-			$ -
Go Forward Group Home	-	$245/day		$ -
Kidspeace Corp	-	$266/day		$ -
Kindred Family Focus	-			$ -
MN Dept of Corrections	-	$269/day		$ -
New Trails Group Home	-	$242/day		$ -
Northstar	-	$128/day		$ -
Pathfinders Children Treat	-	$106/day		$ -
Peace House	-	$115/day		$ -
Prairie Lakes Youth Program	-	$209 - $239/day		$ -
Serenity Christian Homes	-	$256.69/day		$ -
St Cloud Children's Home	-	$221/day		$ -
Volunteers of America	-			$ -
West Central Juvenile Center	-	$334/day		$ -
Woodland Hills	-	$152 - $331/day		$ -
Individuals*	-	$21 - $121/day		$ 98,468
Total				**$ 510,726**

*Individuals : Includes Foster Care & Family Support Programs

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, January 10, 2023

REQUEST FOR BOARD ACTION: RBA-2023-13

DEPARTMENT: Auditor / Treasurer **TIME REQUESTED:** < 5 Minutes
PRESENTER: Deb Davis

AGENDA ITEM:
Off Sale Liquor License

BOARD ACTION REQUESTED:
Approve New Off Sale Liquor License for River Rat One Stop LLC, located at 38480 US Highway 2, Cohasset MN 55721.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, January 10, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2696

DEPARTMENT: Auditor / Treasurer **TIME REQUESTED:** 5 Minutes
PRESENTER: Austin Rohling

AGENDA ITEM:
General Obligation Justice Center Bonds, Series 2023A

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Awarding the Sale of General Obligation Justice Center Bonds, Series 2023A, in the Original Aggregate Principal Amount of $24,995,000, Fixing Their Form and Specifications; Directing Their Execution and Delivery; and Providing for Their Payment.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Exhibit A
2. Exhibit B
3. Exhibit C
4. Redline Award Resolution - Addl Info

Motion To: Adopt the Resolution Re: Awarding the Sale of General Obligation Justice Center Bonds, Series 2023A, in the Original Aggregate Principal Amount of $24,515,000, Fixing Their Form and Specifications; Directing Their Execution and Delivery; and Providing for Their Payment, as amended.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, January 10, 2023

RESOLUTION 2023-2

RE: AWARDING THE SALE OF GENERAL OBLIGATION JUSTICE CENTER BONDS, SERIES 2023A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $24,515,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT

BE IT RESOLVED By the Board of Commissioners (the "Board") of Itasca County, Minnesota (the "County") as follows:

Section 1. Background; Findings.

1.01. Authorization; Sales and Use Tax.

(a) On December 13, 2022, the Board adopted a resolution providing preliminary approval to the issuance of the County's General Obligation Justice Center Bonds, Series 2023A (the "Bonds"), pursuant to Minnesota Statues, Chapter 475, as amended (the "Act"), and Laws of Minnesota 2021, First Special Session, Chapter 14, Article 8, Section 9 (the "Special Law"), to finance upgrades to or new construction of a correctional facility, upgrades to or new construction of court facilities, including ancillary support accommodations, and upgrades to or new construction of County offices (collectively, the "Project").

(b) Pursuant to approval by a majority of the voters voting in the general election on November 8, 2022, the County is authorized to impose a sales and use tax of one percent (1%) for thirty (30) years or until the Project is paid for, whichever comes first, to finance the Project (the "Sales and Use Tax").

1.02. Award to the Purchaser and Interest Rates. The proposal of Raymond James & Associates, Inc., St. Petersburg, Florida, as syndicate manager (the "Purchaser") to purchase the Bonds described in the Request for Proposals thereof is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of $25,096,191.35 (par amount of $24,515,000, plus original issue premium of $1,097,100.45, less original issue discount of $123,669.10, less underwriter's discount of $392,240.00, plus accrued interest, if any, to date of delivery, for Bonds bearing interest as follows:

Year	Interest Rate	Year	Interest Rate
2024	5.000%	2038	4.000%
2025	5.000	2039	4.000
2026	5.000	2040	4.000
2027	5.000	2041	4.000
2028	5.000	2042	4.000

2029	5.000	2043	4.000
2030	5.000	2044	4.000
2031	5.000	2045	4.000
2032	5.000	2046	4.000
2033	5.000	2047	4.000
2034	4.000	2048	4.000
2035	4.000	2049	4.000
2036	4.000	2050	4.125
2037	4.000		

True interest cost: 3.913024%

1.03. Purchase Contract. The sum of $777,311.35, being the amount proposed by the Purchaser in excess of $24,318,880.00, shall be credited to the Debt Service Fund hereinafter created or deposited in the Construction Fund hereinafter created, as determined by the County Auditor/Treasurer in consultation with the County's municipal advisor. The County Auditor/Treasurer is directed to retain the good faith check of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith checks of the unsuccessful proposers, if any. The Chair and County Auditor/Treasurer are directed to execute a contract with the Purchaser on behalf of the County.

1.04. Terms and Principal Amounts of Bonds. The County will forthwith issue and sell the Bonds to the Purchaser pursuant to the Act, in the total principal amount of $24,515,000. The Bonds will be originally dated February 1, 2023, in the denomination of $5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as above set forth and maturing serially on February 1 in the years and amounts as follows:

Year	Amount	Year	Amount
2024	$475,000	2038	$910,000
2025	495,000	2039	950,000
2026	525,000	2040	985,000
2027	550,000	2041	1,025,000
2028	580,000	2042	1,070,000
2029	610,000	2043	1,110,000
2030	640,000	2044	1,160,000
2031	670,000	2045	1,205,000
2032	705,000	2046	1,255,000
2033	740,000	2047	1,305,000
2034	775,000	2048	1,360,000
2035	810,000	2049	1.415,000
2036	840,000	2050	1,475,000
2037	875,000		

1.05. Optional Redemption. The County may elect on February 1, 2032, and on any day thereafter, to prepay Bonds due on or after February 1, 2033. Redemption may be in whole or in part and if in part, at the option of the County and in such manner as the County will determine. If less than all Bonds of a maturity are called for redemption, the County will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

1.06. Bond Insurance.

(a) The Purchaser has elected to obtain a municipal bond insurance policy to be delivered by Build America Mutual Assurance Company ("BAM"), New York, New York (the "Policy") with respect to the scheduled payments due of principal of and interest on the Bonds, and the County hereby approves the Policy.

(b) BAM has issued a Municipal Bond Commitment with an effective date of January 10, 2023 (the "Commitment") under the terms of which BAM will issue its Policy on the date of issuance of the Bonds.

(c) The County shall take all actions, including the delivery of documents and information, as required by the terms of the Commitment that are necessary to obtain the Policy. The terms and provisions set forth in EXHIBIT C attached hereto (the "Insurer Provisions") are hereby incorporated by reference herein, and the County agrees to be bound by the terms and conditions of the Insurer Provisions.

Section 2. Registration and Payment.

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

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2023, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form as attached hereto as EXHIBIT B.

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

Section 4. Payment; Security; Net Sales and Use Tax Revenues; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds are payable from the General Obligation Justice Center Bonds, Series 2023A Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered by the County Auditor/Treasurer as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the County. Revenues of the Sales and Use Tax net of costs of collections (the "Net Sales and Use Tax Revenues") are hereby pledged to the Debt Service Fund. There is appropriated to the Debt Service Fund the following: (i) capitalized interest financed from Bond proceeds, if any; and (ii) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof.

4.02. Construction Fund. The County hereby creates the General Obligation Justice Center Bonds, Series 2023A Construction Fund (the "Construction Fund"). Proceeds of the Bonds, less the appropriations made in Section 4.01 hereof, together with any other funds appropriated for the Project, will be deposited in the Construction Fund to be used solely to defray expenses of the Project and pay the costs of issuing the Bonds. When the Project is completed and the cost thereof paid, the Construction Fund is to be closed and any balance therein shall be deposited in the Debt Service Fund.

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

4.04. Net Sales and Use Tax Revenues. In accordance with the Special Law, the Net Sales and Use Tax Revenues may also be used to pay the debt service payments on other bonds issued or to be issued by the County to provide financing for the Project, including but not limited to the County's General Obligation Jail Bonds, Series 2020B (the "Series 2020B Bonds"), issued on October 29, 2020, in the original aggregate principal amount of $50,000,000. The County issued the Series 2020B Bonds to finance a County jail.

4.05. No Tax Levy. It is determined that the estimated collection of the foregoing Net Sales and Use Tax Revenues will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds and that no ad valorem tax levy is needed at this time.

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

Section 5. Authentication of Transcript.

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

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

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

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

Section 6. Tax Covenants.

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

6.02. Rebate. The County will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States, unless the Bonds qualify for a spending exception under the Code and related Treasury Regulations.

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

6.04. Not Qualified Tax-Exempt Obligations. The Bonds are not designated as “qualified tax exempt obligations” for purposes of Section 265(b)(3) of the Code.

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

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

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

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the County, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any

Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of the Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The County, the Registrar and the Paying Agent may treat and consider the person in whose name the Bonds are registered in the registration books kept by the Registrar as the holder and absolute owner of the Bonds for the purpose of payment of principal, premium, if any, and interest with respect to such Bonds, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the County's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of the Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the County Auditor/Treasurer of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." will refer to such new nominee of DTC; and upon receipt of such a notice, the County Auditor/Treasurer will promptly deliver a copy of the same to the Registrar and Paying Agent.

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

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

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

Section 8. Continuing Disclosure.

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

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

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

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 10th day of January A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 10th day of January A.D. 2023.

Administrator

EXHIBIT A

PROPOSALS

50 South Sixth Street
Suite 2250
Minneapolis, MN 55402

612.338.3535
612.338.7264 Fax
www.pfm.com

RESULTS OF SALE

SALE DATE: January 10, 2023

$ 23,780,000* General Obligation Justice Center Bonds, Series 2023A
Itasca County, Minnesota

Due: February 1, 2024 through 2050
Ratings by Moody's: "A1"
Bank Qualified: No
Dated: February 1, 2023
Bond Buyer 20-Bond Index: 3.66%

BIDDERS	Address	Year	Rate	Yield	
RAYMOND JAMES & ASSOCIATES, INC.	St. Petersburg, FL	2024	5.000%	2.550%	**Price**
		2025	5.000%	2.400%	
Morgan Stanley	New York, NY	2026	5.000%	2.380%	**$ 24,280,174.90**
FHN Financial Capital Markets	Austin, TX	2027	5.000%	2.370%	
Fidelity Capital Markets	Boston, MA	2028	5.000%	2.380%	**NIC**
UBS Financial Services Inc.	Union City, NJ	2029	5.000%	2.400%	
Ramirez & Co., Inc.	New York, NY	2030	5.000%	2.420%	**$ 15,926,918.85**
Ziegler	Chicago, IL	2031	5.000%	2.450%	
Advisors Asset Management	New York, NY	2032	5.000%	2.530%	**TIR**
American Veterans Group, PBC SDVOB	Melville, NY	2033	5.000%	2.580%	
		2034	4.000%	2.900%	**3.9317%**
		2035	4.000%	3.060%	
		2036	4.000%	3.300%	
		2037	4.000%	3.500%	
		2038	4.000%	3.600%	
		2039	4.000%	3.700%	
		2040	4.000%	3.800%	
		2041	4.000%	3.850%	
		2042	4.000%	3.880%	
		2043	4.000%	3.950%	
		2044	4.000%	4.000%	
		2045	4.000%	4.040%	
		2046	4.000%	4.080%	
		2047	4.000%	4.120%	
		2048	4.000%	4.150%	
		2049	4.000%	4.160%	
		2050	4.125%	4.170%	

*** Subsequent to bid opening the par amount increased to $ 24,515,000. The bid price was changed to $ 25,096,191.35 resulting in a true interest rate of 3.9130%.**

BIDDERS	Address	Year	Rate	
NORTHLAND SECURITIES, INC.	Minneapolis, MN	2024	5.000%	**Price**
		2025	5.000%	
		2026	5.000%	**$ 24,310,478.76**
		2027	5.000%	
		2028	5.000%	**NIC**
		2029	5.000%	
		2030	5.000%	**$ 16,011,971.24**
		2031	5.000%	
		2032	5.000%	**TIR**
		2033	5.000%	
		2034	5.000%	**3.9572%**
		2035	5.000%	
		2036	4.000%	
		2037	4.000%	
		2038	4.000%	
		2039	4.000%	
		2040	4.000%	
		2041	4.000%	
		2042	4.000%	
		2043	4.000%	
		2044	4.000%	
		2045	4.000%	
		2046	4.000%	
		2047	4.000%	
		2048	4.000%	
		2049	4.000%	
		2050	4.000%	

BIDDERS	Address	Year	Rate	
ROBERT W. BAIRD & CO., INC.	Milwaukee, WI	2024	5.000%	**Price**
		2025	5.000%	
		2026	5.000%	**$ 24,254,990.22**
		2027	5.000%	
		2028	5.000%	**NIC**
		2029	5.000%	
		2030	5.000%	**$ 16,120,509.78**
		2031	5.000%	
		2032	5.000%	**TIR**
		2033	5.000%	
		2034	4.000%	**3.9790%**
		2035	4.000%	
		2036	4.000%	
		2037	4.000%	
		2038	4.000%	
		2039	4.000%	
		2040	4.000%	
		2041	4.000%	
		2042	4.000%	
		2043	4.000%	
		2044	4.000%	
		2045	4.000%	
		2046	4.125%	
		2047	4.125%	
		2048	4.125%	
		2049	4.125%	
		2050	4.125%	

BIDDERS	Address	Year	Rate	
HILLTOPSECURITIES	Dallas, TX	2024	5.000%	**Price**
		2025	5.000%	
		2026	5.000%	**$ 24,481,625.21**
		2027	5.000%	
		2028	5.000%	**NIC**
		2029	5.000%	
		2030	5.000%	**$ 16,241,062.29**
		2031	5.000%	
		2032	5.000%	**TIR**
		2033	5.000%	
		2034	5.000%	**3.9964%**
		2035	5.000%	
		2036	5.000%	
		2037	5.000%	
		2038	4.000%	
		2039	4.000%	
		2040	4.000%	
		2041	4.000%	
		2042	4.000%	
		2043	4.000%	
		2044	4.000%	
		2045	4.000%	
		2046	4.000%	
		2047	4.125%	
		2048	4.125%	
		2049	4.125%	
		2050	4.125%	

BIDDERS	Address	Year	Rate	
THE BAKER GROUP	Oklahoma City, OK	2024	5.000%	**Price**
		2025	5.000%	
		2026	5.000%	**$ 24,112,035.69**
		2027	5.000%	
		2028	5.000%	**NIC**
		2029	5.000%	
		2030	5.000%	**$ 16,265,001.81**
		2031	5.000%	
		2032	5.000%	**TIR**
		2033	5.000%	
		2034	5.000%	**4.0353%**
		2035	4.000%	
		2036	4.000%	
		2037	4.000%	
		2038	4.000%	
		2039	4.000%	
		2040	4.000%	
		2041	4.000%	
		2042	4.000%	
		2043	4.000%	
		2044	4.000%	
		2045	4.000%	
		2046	4.000%	
		2047	4.000%	
		2048	4.125%	
		2049	4.125%	
		2050	4.125%	

BIDDERS	Address	Year	Rate	
KEYBANC CAPITAL MARKETS	Cleveland, OH	2024	5.000%	**Price**
		2025	5.000%	
		2026	5.000%	**$ 24,574,972.45**
		2027	5.000%	
		2028	5.000%	**NIC**
		2029	5.000%	
		2030	5.000%	**$ 16,525,452.55**
		2031	5.000%	
		2032	5.000%	**TIR**
		2033	5.000%	
		2034	5.000%	**4.0579%**
		2035	5.000%	
		2036	5.000%	
		2037	5.000%	
		2038	5.000%	
		2039	5.000%	
		2040	4.000%	
		2041	4.000%	
		2042	4.000%	
		2043	4.000%	
		2044	4.000%	
		2045	4.000%	
		2046	4.000%	
		2047	4.000%	
		2048	4.250%	
		2049	4.250%	
		2050	4.250%	

EXHIBIT B

FORM OF BOND

No. R-__ $_______

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ITASCA

GENERAL OBLIGATION JUSTICE CENTER BOND
SERIES 2023A

Rate	Maturity	Date of Original Issue	CUSIP
	February 1, 20__	February 1, 2023	

Registered Owner: Cede & Co.

Itasca County, Minnesota, a duly organized and existing body politic and corporate and political subdivision of the State of Minnesota (the "County"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the principal sum of $____________ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing August 1, 2023, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the County have been and are hereby irrevocably pledged.

The County may elect on February 1, 2032, and on any day thereafter, to prepay Bonds due on or after February 1, 2033. Redemption may be in whole or in part and if in part, at the option of the County and in such manner as the County will determine. If less than all Bonds of a maturity are called for redemption, the County will notify The Depository Trust Company, New York, New York ("DTC"), of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

This Bond is one of an issue in the aggregate principal amount of $24,515,000 all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the Board of Commissioners on January 10, 2023 (the "Resolution"), for the purpose of providing money to defray the expenses incurred and to be incurred in constructing upgrades to or new construction of a correctional

facility, upgrades to or new construction of court facilities, including ancillary support accommodations, and upgrades to or new construction of County offices, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475, as amended, and Laws of Minnesota 2021, First Special Session, Chapter 14, Article 8, Section 9, and the principal hereof and interest hereon are payable from net revenues of a sales and use tax imposed on sales within the County as approved by a majority of voters voting at the general election on November 8, 2022, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the County are irrevocably pledged for payment of this Bond and the Board of Commissioners has obligated itself to levy ad valorem taxes on all taxable property in the County in the event of any deficiency in net revenues of the sales and use tax pledged, which taxes may be levied without limitation as to rate or amount. The Bond of this series is issued only as a fully registered Bond in the denominations of $5,000 or any integral multiple thereof of single maturities.

This Bond is not a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

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

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

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

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

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

Dated: February 1, 2023

ITASCA COUNTY, MINNESOTA

(Facsimile)	(Facsimile)
Chair	County Auditor/Treasurer

CERTIFICATE OF AUTHENTICATION

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

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By ______________________________
Authorized Representative

ABBREVIATIONS

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

TEN COM -- as tenants in common

TEN ENT -- as tenants by entireties

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

UNIF GIFT MIN ACT
_________ Custodian _________
(Cust) (Minor)
under Uniform Gifts or Transfers to Minors Act, State of _______________

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

ASSIGNMENT

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

Dated: ______________________________ ____________________________________

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

Signature Guaranteed:

____

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

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

Name and Address: ____

____

____

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

Please insert social security or other identifying number of assignee

____

PROVISIONS AS TO REGISTRATION

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

Date of Registration	Registered Owner	Signature of Officer of Registrar
________________________	Cede & Co. Federal ID #13-2555119	________________________

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Resolution or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Resolution, at laws or in equity.

EXHIBIT C

INSURER PROVISIONS

EXHIBIT A

GENERAL TRANSACTION DOCUMENT PROVISIONS

1. Notice and Other Information to be given to BAM. The Issuer will provide BAM with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Agreement and (ii) to the holders of the Bonds or the Trustee under the Security Documents.

   The notice address of BAM is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. ________, Telephone: (212) 235-2500, Telecopier: (212) 962-1710, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 962-1524 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

2. Amendments, Supplements and Consents.

   a. *Consents and Amendments.* Whenever any Security Document requires the consent of Bondholders, BAM's consent shall also be required. In addition, any amendment, supplement or modification to the Security Documents that adversely affect the rights or interests of BAM shall be subject to the prior written consent of BAM.

   b. *Control Rights of BAM Upon Default.* Anything in any Security Document to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, BAM shall be deemed to be the sole holder of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Bonds or the trustee, paying agent, registrar, or similar agent (the "Trustee") for the benefit of such holders under any Security Document. The Trustee may not waive any default or event of default or accelerate the Bonds without BAM's written consent.

3. BAM As Third Party Beneficiary. BAM is explicitly recognized as and shall be deemed to be a third-party beneficiary of the Security Documents and may enforce any right, remedy or claim conferred, given or granted thereunder.

4. Policy Payments.

   a. In the event that principal and/or interest due on the Bonds shall be paid by BAM pursuant to the Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law

violations arising from the offer and sale of the Bonds.

b. Notwithstanding anything to the contrary, the Issuer and the Trustee shall agree for the benefit of BAM that:

    i. They recognize that to the extent BAM makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal of or interest on the Bonds, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the Security Documents and the Bonds; and

    ii. They will accordingly pay to BAM the amount of such principal and interest, with interest thereon, but only from the sources and in the manner provided in the Security Documents and the Bonds for the payment of principal of and interest on the Bonds to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.

c. *Special Provisions for Insurer Default:* If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraph 2 above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Bonds for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph (4c), "Insurer Default" means: (A) BAM has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).

5. <u>Definitions.</u>

"BAM" shall mean Build America Mutual Assurance Company, or any successor thereto.

"Policy" shall mean the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Bonds when due.

"Security Documents" shall mean the resolution, trust agreement, ordinance, loan agreement, bond, note and/or any additional or supplemental document executed in connection with the Bonds.

ADDITIONAL INFORMATION
ITEM #6.6

ITASCA COUNTY, MINNESOTA

RESOLUTION 2023-________

RE: AWARDING THE SALE OF GENERAL OBLIGATION JUSTICE CENTER BONDS, SERIES 2023A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $~~24,995,000~~24,515,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT

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

Section 1. Background; Findings.

1.01. Authorization; Sales and Use Tax.

(a) On December 13, 2022, the Board adopted a resolution providing preliminary approval to the issuance of the County’s General Obligation Justice Center Bonds, Series 2023A (the “Bonds”), pursuant to Minnesota Statues, Chapter 475, as amended (the “Act”), and Laws of Minnesota 2021, First Special Session, Chapter 14, Article 8, Section 9 (the “Special Law”), to finance upgrades to or new construction of a correctional facility, upgrades to or new construction of court facilities, including ancillary support accommodations, and upgrades to or new construction of County offices (collectively, the “Project”).

(b) Pursuant to approval by a majority of the voters voting in the general election on November 8, 2022, the County is authorized to impose a sales and use tax of one percent (1%) for thirty (30) years or until the Project is paid for, whichever comes first, to finance the Project (the “Sales and Use Tax”).

1.02. Award to the Purchaser and Interest Rates. The proposal of Raymond James & Associates, Inc., St. Petersburg, Florida, as syndicate manager (the “Purchaser”), to purchase the Bonds described in the Request for Proposals thereof is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of $25,096,191.35 (par amount of $~~24,995,000~~24,515,000.00, ~~[~~plus original issue premium of $1,097,100.45,~~] [~~ less original issue discount of $123,669.10,~~]~~ less underwriter’s discount of $392,240.00), plus accrued interest, if any, to date of delivery, for Bonds bearing interest as follows:

(The remainder of this page is intentionally left blank.)

Year	Interest Rate	Year	Interest Rate
2024	~~%~~5.000%	2038	~~%~~4.000%
2025	5.000	2039	4.000
2026	5.000	2040	4.000
2027	5.000	2041	4.000
2028	5.000	2042	4.000
2029	5.000	2043	4.000
2030	5.000	2044	4.000
2031	5.000	2045	4.000
2032	5.000	2046	4.000
2033	5.000	2047	4.000
2034	4.000	2048	4.000
2035	4.000	2049	4.000
2036	4.000	2050	4.125
2037	4.000		

True interest cost: 3.913024%

1.03. Purchase Contract. The sum of $777,311.35, being the amount proposed by the Purchaser in excess of $~~24,795,040~~24,318,880.00, shall be credited to the Debt Service Fund hereinafter created or deposited in the Construction Fund hereinafter created, as determined by the County Auditor/Treasurer in consultation with the County's municipal advisor. The County Auditor/Treasurer is directed to retain the good faith check of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith checks of the unsuccessful proposers, if any. The Chair and County Auditor/Treasurer are directed to execute a contract with the Purchaser on behalf of the County.

1.04. Terms and Principal Amounts of Bonds. The County will forthwith issue and sell the Bonds to the Purchaser pursuant to the Act, in the total principal amount of $~~24,995,000~~24,515,000. The Bonds will be originally dated February 1, 2023, in the denomination of $5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as above set forth and maturing serially on February 1 in the years and amounts as follows:

Year	Amount	Year	Amount
2024	$475,000	2038	$ 910,000
2025	495,000	2039	950,000
2026	525,000	2040	985,000
2027	550,000	2041	1,025,000
2028	580,000	2042	1,070,000
2029	610,000	2043	1,110,000
2030	640,000	2044	1,160,000
2031	670,000	2045	1,205,000
2032	705,000	2046	1,255,000
2033	740,000	2047	1,305,000
2034	775,000	2048	1,360,000
2035	810,000	2049	1,415,000
2036	840,000	2050	1,475,000
2037	875,000		

1.05. Optional Redemption. The County may elect on February 1, 2032, and on any day thereafter, to prepay Bonds due on or after February 1, 2033. Redemption may be in whole or in part and if in part, at the option of the County and in such manner as the County will determine. If less than all Bonds of a maturity are called for redemption, the County will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

~~[1.06. Mandatory Redemption; Term Bonds. The Bonds maturing on February 1, 20___ and February 1, 20___ shall hereinafter be referred to collectively as the "Term Bonds." The principal amount of the Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemptions of such Term Bonds in such order as the County shall determine. The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:~~

~~Sinking Fund Installment Date~~

~~February 1, 20__ Term Bond~~	~~Principal Amount~~

~~* *Maturity*~~

~~February 1, 20__ Term Bond~~	~~Principal Amount~~

~~* *Maturity*]~~

1.06. Bond Insurance.

(a) The Purchaser has elected to obtain a municipal bond insurance policy to be delivered by Build America Mutual Assurance Company ("BAM"), New York, New York (the "Policy") with respect to the scheduled payments due of principal of and interest on the Bonds, and the County hereby approves the Policy.

(b) BAM has issued a Municipal Bond Commitment with an effective date of January 10, 2023 (the "Commitment") under the terms of which BAM will issue its Policy on the date of issuance of the Bonds.

(c) The County shall take all actions, including the delivery of documents and information, as required by the terms of the Commitment that are necessary to obtain the Policy. The terms and provisions set forth in EXHIBIT C attached hereto (the "Insurer Provisions") are hereby incorporated by reference herein, and the County agrees to be bound by the terms and conditions of the Insurer Provisions.

Section 2. Registration and Payment.

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

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2023, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form as attached hereto as EXHIBIT B.

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

Section 4. Payment; Security; Net Sales and Use Tax Revenues; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds are payable from the General Obligation Justice Center Bonds, Series 2023A Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered by the County Auditor/Treasurer as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the County. Revenues of the Sales and Use Tax net of costs of collections (the "Net Sales and Use Tax Revenues") are hereby pledged to the Debt Service Fund. There is appropriated to the Debt Service Fund the following: (i) capitalized interest financed from Bond proceeds, if any; and (ii) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof.

4.02. Construction Fund. The County hereby creates the General Obligation Justice Center Bonds, Series 2023A Construction Fund (the “Construction Fund”). Proceeds of the Bonds, less the appropriations made in Section 4.01 hereof, together with any other funds appropriated for the Project, will be deposited in the Construction Fund to be used solely to defray expenses of the Project and pay the costs of issuing the Bonds. When the Project is completed and the cost thereof paid, the Construction Fund is to be closed and any balance therein shall be deposited in the Debt Service Fund.

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

4.04. Net Sales and Use Tax Revenues. In accordance with the Special Law, the Net Sales and Use Tax Revenues may also be used to pay the debt service payments on other bonds issued or to be issued by the County to provide financing for the Project, including but not limited to the County’s General Obligation Jail Bonds, Series 2020B (the “Series 2020B Bonds”), issued on October 29, 2020, in the original aggregate principal amount of $50,000,000. The County issued the Series 2020B Bonds to finance a County jail.

4.05. No Tax Levy. It is determined that the estimated collection of the foregoing Net Sales and Use Tax Revenues will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds and that no ad valorem tax levy is needed at this time.

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

Section 5. Authentication of Transcript.

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

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

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

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

Section 6. Tax Covenants.

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

6.02. Rebate. The County will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States, unless the Bonds qualify for a spending exception under the Code and related Treasury Regulations.

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

6.04. Not Qualified Tax-Exempt Obligations. The Bonds are not designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

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

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

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

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

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

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

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

Section 8. Continuing Disclosure.

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

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

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

(The remainder of this page is intentionally left blank.)

EXHIBIT A

PROPOSALS

pfm

50 South Sixth Street
Suite 2250
Minneapolis, MN 55402

612.338.3535
612.338.7264 Fax
www.pfm.com

RESULTS OF SALE

SALE DATE: January 10, 2023

$ 23,780,000* General Obligation Justice Center Bonds, Series 2023A
Itasca County, Minnesota

Due: February 1, 2024 through 2050
Ratings by Moody's: "A1"

Bank Qualified: No

Dated: February 1, 2023
Bond Buyer 20-Bond Index: 3.66%

BIDDERS	Address	Year	Rate	Yield	
RAYMOND JAMES &	St. Petersburg, FL	2024	5.000%	2.550%	**Price**
ASSOCIATES, INC.		2025	5.000%	2.400%	
Morgan Stanley	New York, NY	2026	5.000%	2.380%	**$ 24,280,174.90**
FHN Financial Capital Markets	Austin, TX	2027	5.000%	2.370%	
Fidelity Capital Markets	Boston, MA	2028	5.000%	2.380%	**NIC**
UBS Financial Services Inc.	Union City, NJ	2029	5.000%	2.400%	
Ramirez & Co., Inc.	New York, NY	2030	5.000%	2.420%	**$ 15,926,918.85**
Ziegler	Chicago, IL	2031	5.000%	2.450%	
Advisors Asset Management	New York, NY	2032	5.000%	2.530%	**TIR**
American Veterans Group, PBC	Melville, NY	2033	5.000%	2.580%	
SDVOB		2034	4.000%	2.900%	**3.9317%**
		2035	4.000%	3.060%	
		2036	4.000%	3.300%	
		2037	4.000%	3.500%	
		2038	4.000%	3.600%	
		2039	4.000%	3.700%	
		2040	4.000%	3.800%	
		2041	4.000%	3.850%	
		2042	4.000%	3.880%	
		2043	4.000%	3.950%	
		2044	4.000%	4.000%	
		2045	4.000%	4.040%	
		2046	4.000%	4.080%	
		2047	4.000%	4.120%	
		2048	4.000%	4.150%	
		2049	4.000%	4.160%	
		2050	4.125%	4.170%	

*** Subsequent to bid opening the par amount increased to $ 24,515,000. The bid price was changed to $ 25,096,191.35 resulting in a true interest rate of 3.9130%.**

BIDDERS	Address	Year	Rate	
NORTHLAND SECURITIES, INC.	Minneapolis, MN	2024	5.000%	**Price**
		2025	5.000%	
		2026	5.000%	**$ 24,310,478.76**
		2027	5.000%	
		2028	5.000%	**NIC**
		2029	5.000%	
		2030	5.000%	**$ 16,011,971.24**
		2031	5.000%	
		2032	5.000%	**TIR**
		2033	5.000%	
		2034	5.000%	**3.9572%**
		2035	5.000%	
		2036	4.000%	
		2037	4.000%	
		2038	4.000%	
		2039	4.000%	
		2040	4.000%	
		2041	4.000%	
		2042	4.000%	
		2043	4.000%	
		2044	4.000%	
		2045	4.000%	
		2046	4.000%	
		2047	4.000%	
		2048	4.000%	
		2049	4.000%	
		2050	4.000%	

BIDDERS	Address	Year	Rate	
ROBERT W. BAIRD & CO., INC.	Milwaukee, WI	2024	5.000%	**Price**
		2025	5.000%	
		2026	5.000%	**$ 24,254,990.22**
		2027	5.000%	
		2028	5.000%	**NIC**
		2029	5.000%	
		2030	5.000%	**$ 16,120,509.78**
		2031	5.000%	
		2032	5.000%	**TIR**
		2033	5.000%	
		2034	4.000%	**3.9790%**
		2035	4.000%	
		2036	4.000%	
		2037	4.000%	
		2038	4.000%	
		2039	4.000%	
		2040	4.000%	
		2041	4.000%	
		2042	4.000%	
		2043	4.000%	
		2044	4.000%	
		2045	4.000%	
		2046	4.125%	
		2047	4.125%	
		2048	4.125%	
		2049	4.125%	
		2050	4.125%	

BIDDERS	Address	Year	Rate	
HILLTOPSECURITIES	Dallas, TX	2024	5.000%	**Price**
		2025	5.000%	
		2026	5.000%	**$ 24,481,625.21**
		2027	5.000%	
		2028	5.000%	**NIC**
		2029	5.000%	
		2030	5.000%	**$ 16,241,062.29**
		2031	5.000%	
		2032	5.000%	**TIR**
		2033	5.000%	
		2034	5.000%	**3.9964%**
		2035	5.000%	
		2036	5.000%	
		2037	5.000%	
		2038	4.000%	
		2039	4.000%	
		2040	4.000%	
		2041	4.000%	
		2042	4.000%	
		2043	4.000%	
		2044	4.000%	
		2045	4.000%	
		2046	4.000%	
		2047	4.125%	
		2048	4.125%	
		2049	4.125%	
		2050	4.125%	

BIDDERS	Address	Year	Rate	
THE BAKER GROUP	Oklahoma City, OK	2024	5.000%	Price
		2025	5.000%	
		2026	5.000%	$ 24,112,035.69
		2027	5.000%	
		2028	5.000%	NIC
		2029	5.000%	
		2030	5.000%	$ 16,265,001.81
		2031	5.000%	
		2032	5.000%	TIR
		2033	5.000%	
		2034	5.000%	4.0353%
		2035	4.000%	
		2036	4.000%	
		2037	4.000%	
		2038	4.000%	
		2039	4.000%	
		2040	4.000%	
		2041	4.000%	
		2042	4.000%	
		2043	4.000%	
		2044	4.000%	
		2045	4.000%	
		2046	4.000%	
		2047	4.000%	
		2048	4.125%	
		2049	4.125%	
		2050	4.125%	

BIDDERS	Address	Year	Rate	
KEYBANC CAPITAL MARKETS	Cleveland, OH	2024	5.000%	**Price**
		2025	5.000%	
		2026	5.000%	**$ 24,574,972.45**
		2027	5.000%	
		2028	5.000%	**NIC**
		2029	5.000%	
		2030	5.000%	**$ 16,525,452.55**
		2031	5.000%	
		2032	5.000%	**TIR**
		2033	5.000%	
		2034	5.000%	**4.0579%**
		2035	5.000%	
		2036	5.000%	
		2037	5.000%	
		2038	5.000%	
		2039	5.000%	
		2040	4.000%	
		2041	4.000%	
		2042	4.000%	
		2043	4.000%	
		2044	4.000%	
		2045	4.000%	
		2046	4.000%	
		2047	4.000%	
		2048	4.250%	
		2049	4.250%	
		2050	4.250%	

EXHIBIT B

FORM OF BOND

No. R-__ $_______

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ITASCA

GENERAL OBLIGATION JUSTICE CENTER BOND
SERIES 2023A

Rate	Maturity	Date of Original Issue	CUSIP
	February 1, 20__	February 1, 2023	

Registered Owner: Cede & Co.

Itasca County, Minnesota, a duly organized and existing body politic and corporate and political subdivision of the State of Minnesota (the "County"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the principal sum of $____________ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing August 1, 2023, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the County have been and are hereby irrevocably pledged.

The County may elect on February 1, 2032, and on any day thereafter, to prepay Bonds due on or after February 1, 2033. Redemption may be in whole or in part and if in part, at the option of the County and in such manner as the County will determine. If less than all Bonds of a maturity are called for redemption, the County will notify The Depository Trust Company, New York, New York ("DTC"), of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

This Bond is one of an issue in the aggregate principal amount of $~~24,995,000~~24,515,000 all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the Board of Commissioners on January 10, 2023 (the "Resolution"), for the purpose of providing money to defray the expenses incurred and to be incurred in constructing upgrades to or new construction of a correctional

facility, upgrades to or new construction of court facilities, including ancillary support accommodations, and upgrades to or new construction of County offices, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475, as amended, and Laws of Minnesota 2021, First Special Session, Chapter 14, Article 8, Section 9, and the principal hereof and interest hereon are payable from net revenues of a sales and use tax imposed on sales within the County as approved by a majority of voters voting at the general election on November 8, 2022, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the County are irrevocably pledged for payment of this Bond and the Board of Commissioners has obligated itself to levy ad valorem taxes on all taxable property in the County in the event of any deficiency in net revenues of the sales and use tax pledged, which taxes may be levied without limitation as to rate or amount. The Bond of this series is issued only as a fully registered Bond in the denominations of $5,000 or any integral multiple thereof of single maturities.

This Bond is not a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

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

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

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

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

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

Dated: February 1, 2023

ITASCA COUNTY, MINNESOTA

____________(Facsimile)________________
Chair

____________(Facsimile)________________
County Auditor/Treasurer

CERTIFICATE OF AUTHENTICATION

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

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By ___________________________________
Authorized Representative

ABBREVIATIONS

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

TEN COM -- as tenants in common

TEN ENT -- as tenants by entireties

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

UNIF GIFT MIN ACT
__________ Custodian __________
(Cust) (Minor)
under Uniform Gifts or Transfers to Minors Act, State of ________________

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

ASSIGNMENT

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

Dated: ______________________________ ____________________________________

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

Signature Guaranteed:

____

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

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

Name and Address: ____

____

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

Please insert social security or other identifying number of assignee

____

PROVISIONS AS TO REGISTRATION

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

Date of Registration	Registered Owner	Signature of Officer of Registrar
_________________________	Cede & Co. Federal ID #13-2555119	__________________________

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Resolution or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Resolution, at laws or in equity.

EXHIBIT C

INSURER PROVISIONS

EXHIBIT A

GENERAL TRANSACTION DOCUMENT PROVISIONS

1. Notice and Other Information to be given to BAM. The Issuer will provide BAM with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Agreement and (ii) to the holders of the Bonds or the Trustee under the Security Documents.

   The notice address of BAM is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. ________, Telephone: (212) 235-2500, Telecopier: (212) 962-1710, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 962-1524 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

2. Amendments, Supplements and Consents.

   a. *Consents and Amendments.* Whenever any Security Document requires the consent of Bondholders, BAM's consent shall also be required. In addition, any amendment, supplement or modification to the Security Documents that adversely affect the rights or interests of BAM shall be subject to the prior written consent of BAM.

   b. *Control Rights of BAM Upon Default.* Anything in any Security Document to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, BAM shall be deemed to be the sole holder of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Bonds or the trustee, paying agent, registrar, or similar agent (the "Trustee") for the benefit of such holders under any Security Document. The Trustee may not waive any default or event of default or accelerate the Bonds without BAM's written consent.

3. BAM As Third Party Beneficiary. BAM is explicitly recognized as and shall be deemed to be a third-party beneficiary of the Security Documents and may enforce any right, remedy or claim conferred, given or granted thereunder.

4. Policy Payments.

   a. In the event that principal and/or interest due on the Bonds shall be paid by BAM pursuant to the Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law

violations arising from the offer and sale of the Bonds.

b. Notwithstanding anything to the contrary, the Issuer and the Trustee shall agree for the benefit of BAM that:

   i. They recognize that to the extent BAM makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal of or interest on the Bonds, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the Security Documents and the Bonds; and

   ii. They will accordingly pay to BAM the amount of such principal and interest, with interest thereon, but only from the sources and in the manner provided in the Security Documents and the Bonds for the payment of principal of and interest on the Bonds to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.

c. *Special Provisions for Insurer Default:* If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraph 2 above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Bonds for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph (4c), "Insurer Default" means: (A) BAM has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).

5. Definitions.

"BAM" shall mean Build America Mutual Assurance Company, or any successor thereto.

"Policy" shall mean the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Bonds when due.

"Security Documents" shall mean the resolution, trust agreement, ordinance, loan agreement, bond, note and/or any additional or supplemental document executed in connection with the Bonds.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, January 10, 2023

REQUEST FOR BOARD ACTION: RBA-2023-11

DEPARTMENT: Auditor / Treasurer **TIME REQUESTED:** 5 Minutes
PRESENTER: Austin Rohling

AGENDA ITEM:
Salary Discussion

BOARD ACTION REQUESTED:
Reduce the 2023 Salary for Auditor/Treasurer from $112,000 to $108,500.

BACKGROUND:
Addition at Board Table

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

01/03/2023

RESULT:	**RECOMMENDED FOR REGULAR**	**NEXT: 01/10/2023 2:30 PM**

Motion To: Reconsider the previously set 2023 salary for Auditor/Treasurer, reducing the salary from $112,000 to $108,500.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, January 10, 2023

REQUEST FOR BOARD ACTION: RBA-2023-10

DEPARTMENT: Veteran Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Luke St Germain

AGENDA ITEM:
Reallocation in Veteran Services Department

BOARD ACTION REQUESTED:
Approve the reallocation of one (1) Eligibility Specialist position to an Assistant County Veteran Service Officer (ACVSO) position in the Veterans Service Office and authorize filling of the ACVSO position.

BACKGROUND:
One Eligibility Specialist retired and we need to fill that position due to work load. An ACVSO is the preferred due to having higher capabilities with state programming and is allowed to manage state grants in place of a CVSO, if CVSO is not available. An ACVSO is required to be a veteran to hold such a title, which follows the state model of "veterans helping veterans".

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, January 10, 2023

REQUEST FOR BOARD ACTION: RBA-2022-2654

DEPARTMENT: Transportation
TIME REQUESTED: < 5 Minutes
PRESENTER: Karin Grandia

AGENDA ITEM:
Project Labor Agreements for 2023 Highway Construction Projects

BOARD ACTION REQUESTED:
Authorize the County Transportation Department to not require PLA's on the list of projects entitled "2023 Transportation Department Projects - Project Labor Agreements Worksheet".

BACKGROUND:
Attached is a copy of the resolution regarding the use of PLA's on County Projects. The Transportation Department has reviewed the criteria identified in the resolution for each project planned for the 2023 construction season. None of the projects on the list for 2023 seem to have the potential to experience labor shortages, have much potential for cost overruns, require complex coordination of project phases, have unusual time constraints or deadlines and are of average size and scope. Therefore, it is recommended that PLA's not be required on these projects.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. PLA Resolution
2. 2023 PLA

RESULT:	**APPROVED (4 TO 1)**
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, Burl Ives, Casey Venema
NAYS:	John Johnson

RESOLUTION
OF THE
COUNTY BOARD OF COMMISSIONERS
ITASCA COUNTY, MINNESOTA

Adopted August 28, 2007

Commissioner Dowling moved the adoption of the following resolution:

Resolution No. 08-07-11 (Page 1 of 2)

RE: UTILIZATION OF PROJECT LABOR AGREEMENTS FOR PROJECTS EXCEEDING $150,000

WHEREAS, the Itasca County Board of Commissioners acknowledges that its contracts for work, labor, construction and other designated contracts are governed by Minn. Stat. 375.21; and

WHEREAS, when those contracts exceed the amounts prescribed by law, the County is required to prepare bid specifications and advertise for competitive bids; and

WHEREAS, unless the County rejects all bids, the County is required to award the contract to the lowest responsible bidder; and

WHEREAS, the purposes of Minn. Stat. 375.21 include: 1) promoting and ensuring open competition by all interested parties irrespective of their size or affiliation; and 2) providing bidders with equal opportunity without granting an advantage to one or placing others at a disadvantage; and

WHEREAS, in appropriate cases, project labor agreements facilitate the timely and cost-efficient completion of the project by: 1) making available a ready and adequate supply of skilled craftworkers; 2) providing a negotiated commitment which is a legally enforceable means of assuring labor stability and labor peace over the life of a project; 3) avoiding work stoppages following expiration of collective bargaining agreements between the union and an employer performing work on a project; and 4) facilitating equal employment opportunities on a project; and

WHEREAS, the Minnesota Appellate Courts have upheld the utilization of project labor agreements in appropriate cases where a rational basis exists for the use of such agreements and the governing body conducted a fact-specific analysis to form a rational basis for their use.

WHEREAS, project labor agreements will not be utilized where funding sources for the project restrict their use.

WHEREAS, project labor agreements will not be utilized if prohibited by law.

NOW, THEREFORE, BE IT RESOLVED, that it shall be the policy of Itasca County to engage in a determination whether a rational basis exists for the utilization of project labor agreements in all contracts for work, labor, construction and other contracts designated by law where the value of such contract equals or exceeds the sum of $150,000.00. Factors to be considered by the Board in its determination may include, but are not limited to: 1) project size and value; 2) project timelines and deadlines; 3) potential for budgetary overruns; 4) labor availability; 5) need for coordination of project phases; and 6) other factors deemed to be relevant by the Board in its analysis.

BE IT FURTHER RESOLVED, that the Itasca County Board of Commissioners directs that it shall be the responsibility of the department heads of the several county departments to timely gather and present the facts the County Board needs to make an informed determination on the need for a project labor agreement for a particular project, and to ensure that bid specifications and relevant bid documents are prepared so as to conform to the County Board's directives.

BE IT FURTHER RESOLVED, that in those cases where the utilization of a project labor agreement is deemed to be appropriate the agreement shall be in a form approved by the Board of Commissioners.

Commissioner McLynn seconded the motion for the adoption of the resolution and it was declared adopted upon the following vote:

Yeas ____ **Nays** ____ **District #1** ____ **District #2** ____

Other ____ **District #3** ____ **District #4** ____

District #5 ____

STATE OF MINNESOTA
Office of County Coordinator
ss. County of Itasca

I, ROBERT R. OLSON, Coordinator of County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 28th day of August A.D. 2007, and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 28th day of August, A.D. 2007.

Coordinator

By ______________________________ **Deputy**

2023 Transportation Department Projects
Project Labor Agreements Worksheet

Project Name[1]	Size/Value	Timeline/Deadline	Potential for Overruns[2]	Labor Availability[3]	Coordination of Phases[4]	Other Factors
• CSAH 52 Reconstruction	$2,300,000	Project is open to local traffic during construction	Minimal State Aid Funds	Adequate labor anticipated	Minimal	
• CSAH 4 Bituminous Overlay	$1,000,000	No significant impact to public – open to traffic during construction	Minimal State Aid Funds	Adequate labor anticipated	Minimal	
• CSAH 92 Bituminous Overlay	$1,400,000	No significant impact to public – open to traffic during construction	Minimal State Aid Funds	Adequate labor anticipated	Minimal	
• CR 238 Bituminous Overlay	$350,000	No significant impact to public – open to traffic during construction	Minimal Unorg. Twp Funds	Adequate labor anticipated	Minimal	
• CSAH 84 Bituminous Rehab w/ ADA Imp.	$400,000	No significant impact to public – open to traffic during construction	Minimal State Aid Funds	Adequate labor anticipated	Minimal	Bid w/ City underground work
• CR 336 Bridge #7180 & 93290	$1,400,000	Short detour – delays would result in minimal impact to public.	Minimal State Aid Funds	Adequate labor anticipated	Minimal	
• CSAH 68 Bridge #7027	$700,000	Short detour – delays would result in minimal impact to public.	Minimal State Aid Funds	Adequate labor anticipated	Minimal	
• CR 407 Railroad Crossing	$50,000	Short project with minimal impact to public.	Minimal County Funds	Adequate labor anticipated	Minimal	
• CR 427 Bituminous Overlay	$500,000	No significant impact to public – open to traffic during construction	Minimal County Funds	Adequate labor anticipated	Minimal	
• CR 432 Bituminous Overlay	$300,000	No significant impact to public – open to traffic during construction	Minimal County Funds	Adequate labor anticipated	Minimal	

Notes:

1. All contracts will utilize prevailing wages
2. Historically, projects have not experienced substantial cost overruns.
3. There has never been a labor strike on an Itasca County Highway project and most projects get numerous bids indicating demand for work.
4. The projects on this list are all relatively simple and do not require large amounts of coordination.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, January 10, 2023

REQUEST FOR BOARD ACTION: RBA-2023-14

DEPARTMENT: Sheriff
TIME REQUESTED: 10 Minutes
PRESENTER: Joe Dasovich

AGENDA ITEM:
Sheriff Update

BOARD ACTION REQUESTED:
Receive update from Sheriff Dasovich on Departmental/Law Enforcement opportunities and future plans and direction.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, January 10, 2023

REQUEST FOR BOARD ACTION: RBA-2023-16

DEPARTMENT: Sheriff **TIME REQUESTED:** 10 Minutes
PRESENTER: Joe Dasovich

AGENDA ITEM:
Sheriff Office Hiring Process

BOARD ACTION REQUESTED:
Recieve information from Sheriff Dasovich on Civil Service Commission and their role in the hiring process.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Cass County - Example
2. Olmsted County - Example
3. Statute 387.42 Employees Under Civil Service Commission Jurisdiction
4. Statute 387.35 Duties of Commissioners
5. Statute 387.33 Sheriff's Civil Service Commission
6. Future Process

Motion To: Change the hiring process for the Sheriff’s Office to include the utilization of both the Sheriff Civil Service Commission and Human Resources per the document entitled “Future Process.”

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

Civil Service Commission

Meetings

- Daytime
- Once a month on Monday
- Cass County Law Enforcement Center
  303 Minnesota Avenue W
  Walker, MN 56484

Overview

Also known as the Sheriff's Civil Commission, the Civil Service Commission is governed by Minnesota (MN) Statutes sections 387.34 and 387.35. Three citizens are appointed to serve three-year terms.

Compensation

Commissioners serve without pay, but the county board shall allow the secretary such compensation, not exceeding $200 per year, as it shall deem necessary and commensurate with the additional services rendered. The commission shall annually submit a budget to the board of county commissioners for approval, modification or rejection. The county shall pay all necessary expenses incurred by the commission within the budget and in the same manner as other county obligations are disbursed, from the general revenue.

Duties of commissioners

- Subdivision 1. Positions classified; incumbents and service register. The commission shall have supervision over the employment, promotion, discharge, and suspension of all deputies and employees in the sheriff's department, except special deputies with no salary.
- The commission shall, immediately after its appointment and organization, grade and classify all positions and also all present employees of the sheriff's department; and any deputy regularly employed at the time of the creation of the civil service commission shall come under the jurisdiction of the commission without examination, and shall not be classified in a position with lower pay scale than said deputy is then receiving.
- The commission shall prepare a service register, in which shall be entered, their classes, the names, ages, compensation, period of past employment and such other facts and data with reference to each employee as the commission may deem useful, in order to better ascertain the standing of each deputy and employee for the purpose of promotions.

- The commission shall act in no more than an advisory capacity regarding salaries in the sheriff's department and sections 387.31 to 387.45 shall in no way change the manner of fixing salaries of deputies.

Government

Select Language

A A A

Sheriff’s Civil Service Commission

The Sheriff's Civil Services Commission's mission statement is to classify all positions and employees in the Sheriff's Office. To aid the Sheriff in the selection of competent employees. To protect employees against political interference in their positions. To give fair and equal opportunity to all qualified applicants to enter employment in the Sheriff's Offce on the sole basis of merit and fitness as ascertained through practical competitive examinations. To create a service which shall be made attractive as a career, and which shall encourage each employee to render his/her best service.

To act as an appeals board for applicants grieving the County's personnel practices as they pertain to the standards for a merit system of personnel administration and to hear veteran's dismissal proceedings.

Organizational structure

The Commission shall be organized and members appointed pursuant to Minnesota Statue 387.31 thru 387.45. It shall meet as soon as possible after its appointment and thereafter on the first Monday in February of each year, at which meeting it shall select from it as members as a secretary who shall serve until his/her successor is elected. The minutes of the proceedings from the Commission shall be prepared and maintained by the secretary on behalf of, and subject to the approval of, the Commission and all such written minutes, registers and other written material of the Commission shall be the property of the County of Olmsted.

Member responsibility

Meetings shall be held at the hour and place designated by the Chairperson unless the other two members shall designate. Notice shall be posted prior to the meeting. The chairperson shall preside at all meetings and in absence, a member who is not the secretary shall preside. Meetings are usually on a quarterly basis, lasting about an hour and a half.

Requirements for Positions

Members are appointed pursuant to Minnesota Statue 387.312 thru 387.45.

Contact person

Julian Currie
Director of Human Resources
507-328-6015

To view the Sheriff's Civil Service Commission Rules and Regulations, please contact Julian Currie at the information listed above.

History

Adopted December 5, 1962, was a resolution to establish a civil service personnel system in the Olmsted County Sheriff's Office. The Sheriff's Civil Service Commission prescribed the rules and regulations of those positions created under the jurisdiction of the Sheriff's Department.

The Commission was organized and members appointed in the manner described by the state law (Chapter 154 S.F. No. 429), approved March 24, 1961. All meetings must be held in Olmsted County, Minnesota.

It is the purpose of the rules and regulations to give effect to and to supplement the provisions of Chapter 154, MN Laws of 1961. The rules and regulations shall be applied to the following:

- To classify positions of like duties and responsibilities into classes so that, for all personnel purposes, they may be treated alike.
- To aid the Sheriff in the selection of competent employees for the efficient performance of the functions of his office.
- To protect employees against political interference in their positions.
- To give fair and equal opportunity to all qualified applicants to enter employment in the Sheriff's Department on the sole basis of merit and fitness as ascertained through practical competitive examinations.
- To create a service which shall, as far as practicable, be made attractive as a career, and which shall encourage each employee to render his best service in willing compliance with the provisions of the act.

In 1982, the additional responsibilities were given to the Sheriff's Civil Service Commission. Olmsted County was certified as having a merit system of personnel administration under the Intergovernmental Personnel Act. Under this act, the Sheriff's Civil Service Commission became the Personnel Appeals Board.

The function of the Personnel Appeals Board is to hear grievances pertaining to the County and its following of the standards for merit system of personnel administration.

Rules

View the Sheriff's Civil Service Commission Rules and Regulations in the document below.

Sheriff's Civil Service Commission Rules and Regulations

Sheriff's Civil Service Commission

Regular Meeting

Show all dates+

Join Public Meetings/View Agendas and Minutes

Residents

Business

Government

I Want To

Maps & Directions

Contact Us

Accessibility

Search

Salary Compliance

Privacy Policy and Disclaimer

Comprehensive Civil Rights Plan

HIPAA Notice of Privacy Practices

Greater Minnesota Transportation Sales and Use Tax

Posting on website policy

Office of the Revisor of Statutes

2022 Minnesota Statutes

Authenticate PDF

Found 11 matches for sheriff civil service commission

387.42 EMPLOYEES UNDER CIVIL SERVICE COMMISSION JURISDICTION.

Any deputy sheriff regularly employed on a full-time basis at the time of the creation of the civil service commission shall automatically come under the jurisdiction of the civil service commission, consistent with duties of the commission as outlined in sections 387.31 to 387.45.

History: *1957 c 325 s 17*

Office of the Revisor of Statutes

2022 Minnesota Statutes

Authenticate PDF

Found 17 matches for sheriff civil service commission

387.35 DUTIES OF COMMISSIONERS.

Subdivision 1. **Positions classified; incumbents, service register.** The commission shall have supervision over the employment, promotion, discharge, and suspension of all deputies and employees in the sheriff 's department, except special deputies with no salary.

The commission shall, immediately after its appointment and organization, grade and classify all positions and also all present employees of the sheriff 's department; and any deputy regularly employed at the time of creation of the civil service commission shall come under the jurisdiction of the commission without examination, and shall not be classified in a position with lower pay scale than said deputy is then receiving.

The commission shall prepare a service register, in which shall be entered, in their classes, the names, ages, compensation, period of past employment and such other facts and data with reference to each employee as the commission may deem useful, in order to better ascertain the standing of each deputy and employee for the purpose of promotions.

The commission shall act in no more than an advisory capacity regarding salaries in the sheriff 's department, and sections 387.31 to 387.45 shall in no way change the manner of fixing salaries of deputies.

Subd. 2. **Application register.** The commission shall keep a second register to be known as the application register in which shall be entered the names and addresses, in the order of the date of application, of all applicants for examination and the positions or employment they seek. All applications shall be upon forms prescribed by the commission and contain such data and information as the commission deems necessary and useful.

History: *1957 c 325 s 8,9*

387.33 SHERIFF'S CIVIL SERVICE COMMISSION.

Subdivision 1. **Timing of appointments.** After filing of their resolution the board of county commissioners shall at their next regular meeting appoint a commission to be designated as the sheriff's civil service commission.

Subd. 2. **Members; qualifications, conditions.** The commission shall consist of three members who shall be citizens of the state and residents of the county, and shall be appointed by the chair of the county board, and the appointment of each commissioner, to be confirmed by majority vote of the county board. When first created one commissioner shall be appointed for one year, who shall be president of the commission, one for the term of two years, and one for the term of three years, and all commissioners shall hold their office until their successors are appointed and qualified. No commissioner shall at the time of appointment or while serving, hold any other office or employment under said county, any city, the United States, the state of Minnesota, or any public corporation or political division thereof, other than the office of notary public. Each commissioner, before entering upon duties, shall subscribe and record with the county recorder of said county an oath for the faithful discharge of duties. There shall be appointed each year thereafter, in the manner of the original appointments, one member of the commission whose term of office shall be for three years, and each member of the commission shall be president of the commission during the last year of the term for which appointed.

Subd. 3. **Meetings, officers, rules.** The commission shall meet as soon as possible after its appointment and thereafter on the first Monday in February each year at which meetings it shall select from its members a secretary who shall serve until a successor is elected.

The commission shall fix the times of its other meetings, and adopt, amend, and alter rules for its procedure.

History: *1957 c 325 s 4-6; 1973 c 123 art 5 s 7; 1976 c 181 s 2; 1986 c 444; 2005 c 4 s 91*

Future Process

-Civil Service Decides to post for eligibility list

-Use HR to check JDAs and Post

-Commission will then schedule and host interviews

-Sheriff Interview

-Commission will assist the sheriff in hiring the desired candidate

-Sheriff Deputy will Conduct background investigations

-Desired candidate will be offered a conditional offer pending Psychological and physical testing-HR can set it up

-Start date will be given with HR onboarding day to start