
REGULAR BOARD MEETING AGENDA

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on **November 28, 2023, at 8:30 a.m.**, in the Roseau County Courthouse, Room 110, Roseau, MN, at which time the following matters will come before the Board:

8:30 Call to Order

1. Presentation of Colors
2. Approve Agenda
3. Comments and Announcements
4. Approve Bills

8:35 Delegations/Board Appointments/Public Comments*

1. Chris Stolan, Juvenile Detention Alternatives Initiative Coordinator – Program Update

8:50 Consent Agenda

1. November 14, 2023, Board Proceedings
2. Roseau County Trailblazers – 1st Benchmark Payment
3. Veteran Services Office – Acceptance of Donation

8:55 Committee Reports

9:00 Department Reports

1. Highway
 - a. Final Payment – TH 11 Lighting Project
 - b. MnDOT Local Road Improvement Grant Application
 - c. Local Bridge Replacement Program – Grant Agreement
2. Auditor-Recorder-Treasurer
 - a. Commissioner Warrants – Forthwith Payment

9:10 County Board Items

1. WD 115 General Obligation Bond Sale
2. Performance Review(s) Discussion
3. Commissioner Committee Reports

9:45 Unfinished Business

9:45 Adjourn

NOTE: You may attend this meeting in-person, or virtually via ZOOM. Contact the County Coordinator's Office (218-463-4248), or via email joleen.kezar@co.roseau.mn.us, to request a Zoom link to attend this meeting.

* -Limited to 5 minutes

County Coordinator's Office e-mail address: joleen.kezar@co.roseau.mn.us, Roseau County Home Page Address: <http://www.co.roseau.mn.us/>

District 1, Glenda Phillipe - District 2, Jack Swanson, Chair
District 3, Levi Novacek, Vice-Chair - District 4, Kermit Jensen - District 5, Daryl Wicklund

An Equal Opportunity Employer



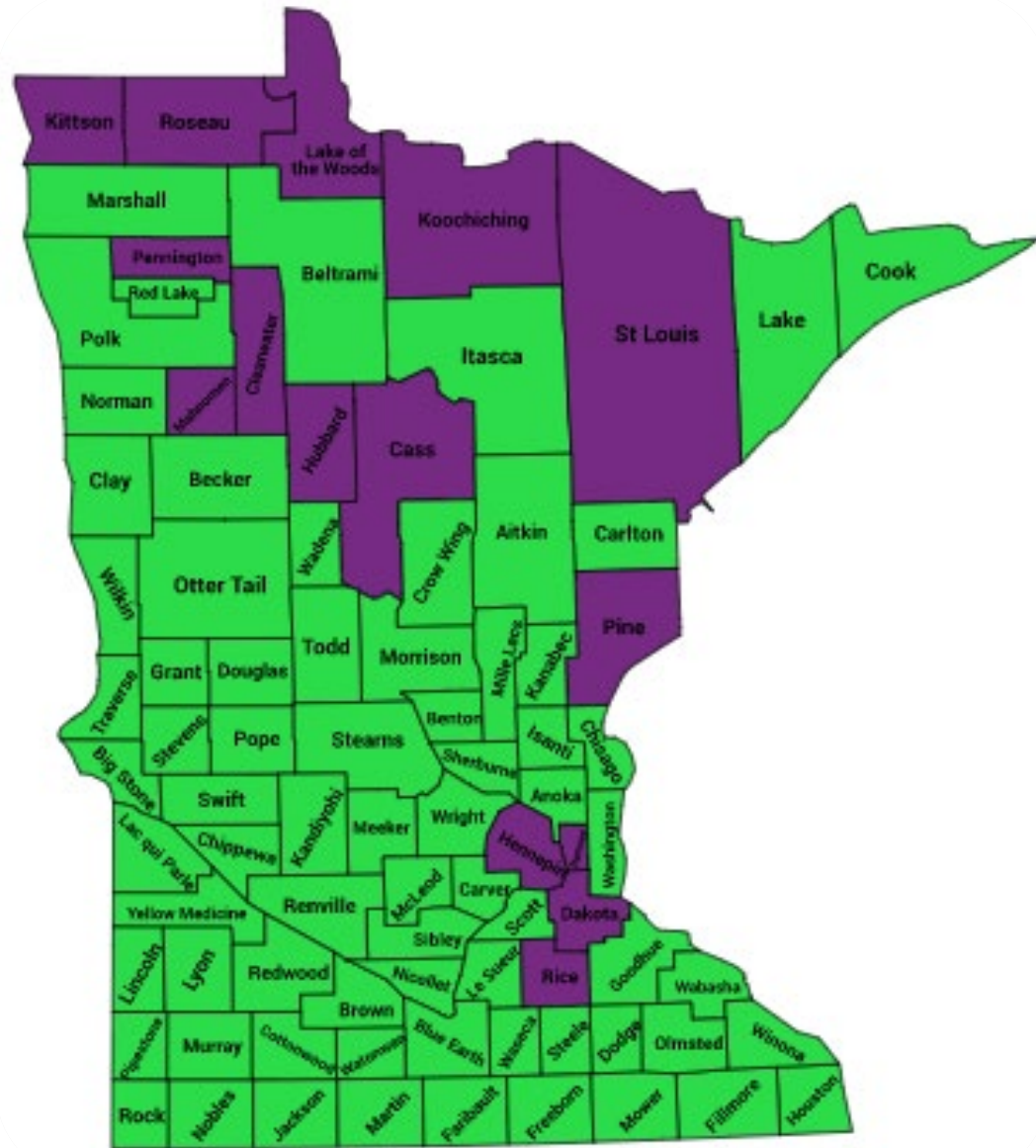
Roseau County Request for Board Action

Agenda Item #: Board Appointment 1 <small>(for office use only)</small>		
Requested Board Date:	November 28, 2023	Originating Department: JDAI
Subject Title (as it will appear on the Agenda): Juvenile Detention Alternatives Initiative (JDAI) – Program Update	Presenter: Christopher Stolan	
	Estimated Amount of Time Needed for Discussion: <input type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input checked="" type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
Board Action Requested: Mr. Stolan will present a JDAI program update to the Board.		
Background:		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting:		
<input checked="" type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		



Roseau County

Juvenile Detention Alternatives Initiative



Northern Region JDAI

Cass, Clearwater, Hubbard, Kittson, Lake of the Woods, Mahnomen, Pennington, and Roseau.





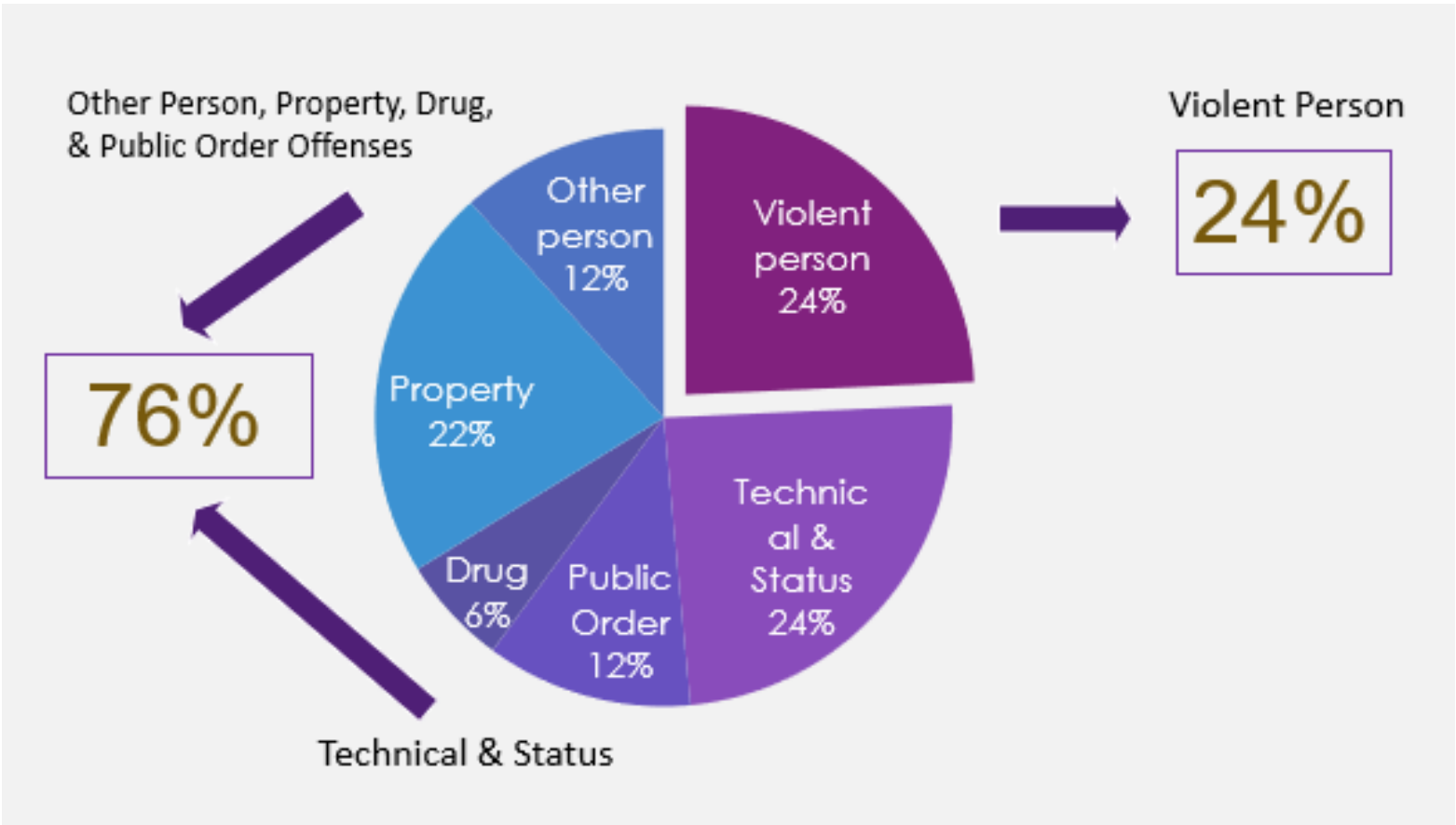
JDAI

- Most widespread juvenile justice reform initiative in U.S., as well as Minnesota
- Process to establish more effective and efficient systems of youth justice and child welfare in local jurisdictions.

MN Core Strategies

1. Collaboration
2. Use of accurate data
3. Objective admissions criteria
4. Alternatives to detention
5. Case processing reforms
6. Reducing the use of secure confinement for 'special' cases
7. Deliberate commitment to reducing racial disparities
8. Improving conditions of confinement
9. Community

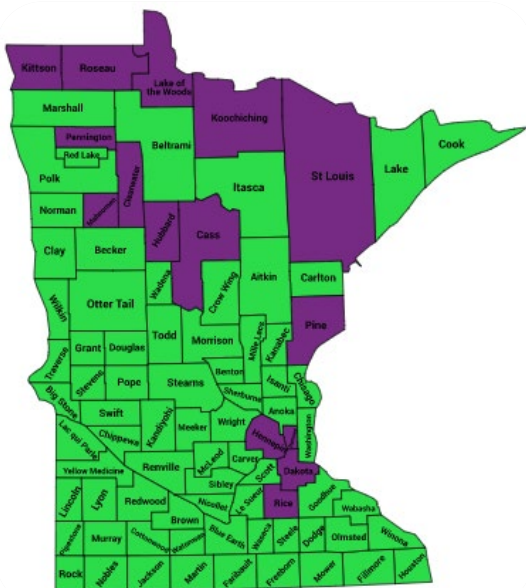
Most youth in the juvenile justice system do not pose a serious public safety threat.



Source: Sickmund, M., Sladky, T.J., Kang, W., & Puzanchera, C. (2013). "Easy Access to the Census of Juveniles in Residential Placement." Available: <http://www.ojjdp.gov/ojstatbb/ezacjrp/>

Minnesota JDAI

- Hennepin, Ramsey, Dakota (2005)
- St. Louis (2009)
- Rice (2015)
- Northern Region (2016 – 2017)
 - Cass, Clearwater, Hubbard, Kittson, LOW, Mahnomen, Pennington, Roseau
- Koochiching (2017)
- Leech Lake Band of Ojibwe (2017)
- Pine (2021)



System Assessment Recommendations

- Identify community resources that can possibly serve as sustainable alternatives to secure detention
- Examine current diversion policies, practices, and outcomes with the goal of formulizing a uniformed and consistent diversion program



The work in the last year

- Creation of a Juvenile Detention Risk Assessment Instrument
- Continual research and applications for grant funding to fund the JDAI Coordinator Position, and creation of detention alternatives
- Ongoing regular local collaborative meetings – virtual due to COVID 19.
- Growth of local collaborative membership & attendance
- Development of work plans for each jurisdiction
- Agreement of Purpose of Detention statement
- Implementation of Utilization Study process in each jurisdiction
- Creation of the Northern Region Detention Risk Assessment Instrument
- Collaboration with the Leech Lake Band of Ojibwe (LLBO) specific to Alternatives to Detention.
 - Shelter Care, Respite Foster Care, Mentorship, etc.
- Establishment of Quarterly data reporting on Key Indicators.

Position Funding

- The Northern Region JDAI Coordinator Position is grant funded, with the grant set to expire in June of 2024.
- Current grant application pending for positional funding.
- Approximate per county cost annually: \$10,000
- Efforts will continue to be made to continually fund this position through grant dollars.

What's next

- Completion of Utilization Study process
- Implementation of Risk Assessment Instrument (RAI) for detention use
- Analysis and development of Alternatives to Detention (ATDs)
- Continued, regular meetings and recruitment of additional members
- Ongoing support with program development, grant applications, etc.
- Collaboration across Northern Region, as well as with LLBO to increase resources and address services gaps.
- Increased collaboration with system stakeholders and community stakeholders.
- Ongoing research and applications for grant funding.

Closing

Thank you for your time today!

Questions or comments?



Roseau County Request for Board Action

Agenda Item #: Consent 1 <small>(for office use only)</small>		
Requested Board Date:	November 28, 2023	Originating Department: Coordinator
Subject Title (as it will appear on the Agenda): November 14, 2023 Board Proceedings	Presenter: Jeff Pelowski	
	Estimated Amount of Time Needed for Discussion: <input checked="" type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
Board Action Requested: Review and approve the November 14, 2023 Board Proceedings.		
Background:		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting:		
<input type="checkbox"/> Delegations <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other		

PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

November 14, 2023

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, November 14, 2023.

CALL TO ORDER

Board Chair Jack Swanson called the meeting to order at 8:30 a.m. The Pledge of Allegiance was recited. Commissioners present were Kermit Jensen, Levi Novacek, Glenda Phillipe, Jack Swanson, and Daryl Wicklund. Others present were Martha Monsrud, Jeff Pelowski, Joleen Kezar, Daryle Dahl, Dan Davidson, Steve Gust, Ericka Halstengard, Kristy Kjos, Liz Lund, Ryan Murray, Myles Hogenson, Colleen Hoffman, Marit Martell, Crystelle Philipp, and Todd Peterson; while those attending via ZOOM were Kerri Byfuglien, Kathy Elson, Sue Grafstrom, Karla Langaas, Brenda McMillin, Pam Shaw, Chris Stauffer, Cindy Tangen, Sandi Weiland, Mitch Magnusson, and Joe Tesarek.

APPROVAL OF AGENDA

Sheriff Gust requested the addition of a job status revision request to Department Reports. Commissioner Wicklund requested the addition of a road maintenance discussion to Department Reports. Auditor-Recorder-Treasurer Monsrud requested the addition of Tax-forfeited Land Reclassification Public Hearing to Department Reports. A motion to approve the amended Agenda was made by Commissioner Phillipe, seconded by Commissioner Jensen, and carried unanimously.

COMMENTS AND ANNOUNCEMENTS

Coordinator Pelowski commented that the S & P bond-rating meeting for the WD 115 Project is scheduled for November 16, 2023.

APPROVE BILLS

A motion was made by Commissioner Wicklund, seconded by Commissioner Jensen, and carried unanimously to approve the payment of the following warrants:

Warrants Approved For Payment 10/27/2023 (Warrant #153248-153259)

<u>Vendor Name</u>	<u>Amount</u>
AGASSIZ ASPHALT LLC	49,230.43
FARMERS UNION OIL CO-WARROAD	4,912.89
NORTHERN RESOURCES COOPERATIVE	32,092.34
R & Q TRUCKING INC	45,492.65
RIVERFRONT STATION	2,439.68
ROSEAU CITY	15,666.16
ROSEAU CO COOP ASSN	14,101.08
5 Payments less than 2,000.00	4,291.50
Final Total:	168,226.73

Warrants Approved For Payment 10/30/2023 (Warrant #153260-153286)

<u>Vendor Name</u>	<u>Amount</u>
TOWN OF BEAVER	3,761.61
TOWN OF LAKE	2,452.20
TOWN OF POHLITZ	2,399.31
TOWN OF POPLAR GROVE	2,371.98
23 Payment less than 2,000.00	9,741.71

Final Total: 20,726.81

Warrants Approved For Payment 11/02/2023 (Warrant #153287-153306)

<u>Vendor Name</u>	<u>Amount</u>
ROSEAU CO TREASURER	49,490.33
SCHOOL DIST 2683	2,653.79
SCHOOL DIST 682	11,524.74
WIKSTROM TELECOM-INTERNET	2,758.86
WILEBSKI/TODD	3,900.00
15 Payments less than 2,000.00	7,291.81
Final Total:	77,619.53

Warrants Approved For Payment 11/08/2023 (Warrant #153307-153319)

<u>Vendor Name</u>	<u>Amount</u>
SCHOOL DIST 682	114,894.41
SCHOOL DIST 690	56,243.97
TOWN OF BEAVER	5,365.40
TOWN OF REINE	4,978.72
9 Payments less than 2,000.00	5,039.67
Final Total:	186,522.17

Warrants Approved For Payment 11/09/2023 (Warrant #153320-153330)

<u>Vendor Name</u>	<u>Amount</u>
CITIZENS STATE BANK	2,092.00
HALVERSON SAND & GRAVEL INC	15,071.50
MN DEPT OF FINANCE -TREAS	2,236.50
ROSEAU CITY	9,786.62
ROSEAU CO TRAILBLAZERS	16,479.00
6 Payments less than 2,000.00	3,542.17
Final Total:	49,207.79

Warrants Approved For Payment 11/13/2023 (Warrant #153331-153387)

<u>Vendor Name</u>	<u>Amount</u>
BADGER CITY	58,652.34
GREENBUSH CITY	129,345.08
NW MN MULTI COUNTY HRA	18,771.50
NW REGIONAL DEV COMM	7,230.75
ROOSEVELT CITY	2,619.95
ROSEAU CITY	482,530.23
ROSEAU RIVER WATERSHED DIST	66,874.90
SCHOOL DIST 2358	6,324.27
SCHOOL DIST 2683	79,803.87
SCHOOL DIST 447	5,878.48
SCHOOL DIST 676	99,067.27
SCHOOL DIST 682	914,812.05
SCHOOL DIST 690	669,728.29
SPRINGSTEEL ISLAND SANITARY DISTRIC	7,909.37
TOWN OF BARNETT	2,734.72
TOWN OF BARTO	3,085.87
TOWN OF CEDARBEND	2,009.02
TOWN OF DEWEY	3,148.09
TOWN OF DIETER	2,720.03
TOWN OF ENSTROM	5,825.67
TOWN OF FALUN	5,576.61
TOWN OF GOLDEN VALLEY	6,404.38
TOWN OF GRIMSTAD	5,624.61

TOWN OF HEREIM	3,876.46
TOWN OF HUSS	3,348.36
TOWN OF JADIS	13,754.89
TOWN OF LAKE	36,344.09
TOWN OF LAONA	9,939.24
TOWN OF MALUNG	5,665.63
TOWN OF MICKINOCK	4,822.81
TOWN OF MORANVILLE	22,913.03
TOWN OF REINE	4,522.84
TOWN OF ROSS	6,140.04
TOWN OF SKAGEN	4,683.88
TOWN OF STAFFORD	11,534.33
TOWN OF STOKES	5,019.01
TWO RIVERS WATERSHED DISTRICT	24,875.42
WARROAD CITY	443,096.11
WARROAD PORT AUTHORITY	20,123.56
WARROAD WATERSHED DISTRICT	15,080.03
17 Payments less than 2,000.00	13,611.24
Final Total:	3,236,028.32

Warrants Approved For Payment 11/17/2023 (Warrant #153388-153486)

<u>Vendor Name</u>	<u>Amount</u>
ANDERSON BROS CONST LLC	7,475.00
AUTO VALUE OF ROSEAU	2,797.78
AVENU INSIGHTS & ANALYTICS	6,731.48
BLOOMING VALLEY SERVICES	18,585.00
CODEX CORPORATION	7,144.00
COULOMBE CONSULTING	5,425.00
GENERAL EQUIP & SUPPLIES INC	3,818.19
GOVERNMENT MANAGEMENT GROUP	3,750.00
GRAINGER INC	3,364.08
HOUSTON ENGINEERING	29,436.88
JOHNSON OIL CO INC	7,443.00
LAKE OF THE WOODS CO PUBLIC WORKS	2,657.20
LEXIPOL LLC	2,101.40
LIFECARE MEDICAL CENTER	6,010.46
MAR-KIT LANDFILL	44,049.00
MN DEPT OF TRANSPORTATION	9,597.69
NINTH JUDICIAL DISTRICT	10,533.58
NORTHERN RESOURCES COOPERATIVE	2,906.46
PETERSON SHEET METAL INC	3,052.00
POWER PLAN	3,452.60
SHI INTERNATIONAL CORP	5,690.60
SIR LINES-A-LOT	64,003.30
SJOBORG'S INC	2,435.25
SKINNY'S CRANE SERVICE	5,624.19
SUMMIT FOOD SERVICE-DBA	10,274.57
THE KUSTOM PAINT SHOP	11,683.57
ZIEGLER INC	6,493.12
72 Payments less than 2,000.00	34,234.01
Final Total:	320,769.41

DELEGATIONS/BOARD APPOINTMENTS/PUBLIC COMMENTS

Myles Hogenson – Roseau/LOW Sportsman’s Club – OHV Trail Maintenance Grant Application

Myles Hogenson, representing the Roseau/LOW Sportsman's Club, met with the Board to provide an update on the trail systems and to request Board approval of their MnDNR Off-Highway Vehicle Grant-in-Aid Program Trail Maintenance Application. Following discussion, Commissioner Wicklund made a motion, seconded by Commissioner Phillipe, and carried unanimously to approve the following Resolution:

2023-11-03

RESOLUTION OF SUPPORT FOR THE 2024-2029 ROSEAU/LAKE OF THE WOODS SPORTSMAN'S CLUB OHV GRANT-IN-AID TRAIL MAINTENANCE APPLICATIONS

BE IT RESOLVED, that Roseau County supports the Roseau/Lake of the Woods Sportsman's Club Grant-in-Aid Proposal and agrees to act as legal sponsor for funding received from the State of Minnesota Department of Natural Resources for the maintenance of the Warroad to Roseau Rail and Bemis Hill Trail Systems.

BE IT FURTHER RESOLVED, that upon approval of its application by the State, Roseau County may enter into an Agreement with the State of Minnesota and will comply with all applicable Federal and State laws and regulations and conditions as stated in the Agreement.

BE IT FURTHER RESOLVED that Roseau County hereby agrees to serve as the fiscal agent for the Roseau/Lake of the Woods Sportsman's Club and authorizes the Board Chair to sign all related documents on behalf of Roseau County.

Hoffman, Philipp & Martell – 2022 Roseau County Audit Report

Colleen Hoffman, Crystelle Philipp, and Marit Martell met with the Board to provide a review of the 2022 Roseau County Audit Report. Following review, Commissioner Wicklund made a motion, seconded by Commissioner Novacek, and carried unanimously to accept the Report as presented. (Note: A copy of the Report is available for public review at the County Auditor's Office)

CONSENT AGENDA

A motion to approve the Consent Agenda was made by Commissioner Novacek, seconded by Commissioner Wicklund, and carried unanimously. The Board, by adoption of its Consent Agenda, approved the October 24, 2023, Regular Board meeting proceedings; acknowledged three donations to the Veterans Service Office; approved the Roseau/LOW Sportsman's Club request for reimbursement in the amount of \$8,694.16; approved a GIS Services Agreement with AE2S; and, approved a Warroad Area Chamber of Commerce Application for Exempt Permit.

DEPARTMENT REPORTS

HIGHWAY

City of Roseau – PROTECT Program & MnDOT Local Road Improvement Grant Application

The City of Roseau requested Board support and sponsorship of grant applications requesting State funding from the PROTECT Program, and MnDOT's Local Road Improvement Program, for two upcoming City projects. Following discussion, Commissioner Swanson made a motion, seconded by Commissioner Wicklund, and carried unanimously to approve the following Resolution:

2023-11-02

LEAD AGENCY SPONSORSHIP OF CITY OF ROSEAU APPLICATION FOR MNDOT ATP-2 PROTECT GRANT FOR WEST SIDE STORM SEWER

WHEREAS, the City of Roseau in coordination with MnDOT District 2, is planning for the reconstruction of TH 89 through the City of Roseau to an urban section to improve roadway safety, increased pedestrian access, and address severe urban flooding issues along the highway; and

WHEREAS, the City of Roseau must increase the storm water capacity along the TH 89 corridor to facilitate the highway reconstruction project and eliminate frequent urban flooding; and

WHEREAS, the City of Roseau is responsible for the construction costs and on-going maintenance of the storm water upgrades; and

WHEREAS, the City of Roseau is an eligible agency to submit an application for funding from the Northwest Minnesota ATP-2 PROTECT program with Roseau County as the lead agency sponsor.

NOW, THEREFORE BE IT RESOLVED, that the Roseau County Board supports and agrees to act as the lead agency sponsor of the City of Roseau's application for \$237,000 in funds from the Northwest Minnesota ATP-2 PROTECT Program to complete the reconstruction of the West Side Storm Sewer Project.

Commissioner Swanson made a motion, seconded by Commissioner Phillippe, and carried unanimously to approve the following Resolution:

2023-11-01

LEAD AGENCY SPONSORSHIP OF CITY OF ROSEAU APPLICATION FOR MNDOT LOCAL ROAD IMPROVEMENT FUNDS FOR 6th STREET SW

WHEREAS, the City of Roseau in coordination with MnDOT District 2, is planning for the reconstruction of TH 89 through the City of Roseau to an urban section to improve roadway safety, increased pedestrian access, and address severe urban flooding issues along the highway; and

WHEREAS, a proposed roundabout at 6th Street SW will improve safety, decrease maintenance, and increase access for pedestrians and bicyclists in the City of Roseau; and

WHEREAS, the City of Roseau is responsible for the construction costs and on-going maintenance of the 6th Street SW legs of the roundabout; and

WHEREAS, the City of Roseau is an eligible agency to submit an application for funding from the MnDOT Local Road Improvement Program with Roseau County as the lead agency sponsor.

NOW, THEREFORE BE IT RESOLVED, that the Roseau County Board supports and agrees to act as the lead agency sponsor of the City of Roseau's application for \$558,200 in funds from the MnDOT Local Road Improvement Program to complete the reconstruction of the local legs of the 6th Street SW roundabout.

Highway Tech Hire

Engineer Halstensgard requested Board approval to hire Scott Flaten as a Highway Technician at a Grade 6, Step C, effective November 27, 2023. Following discussion,

Commissioner Novacek made a motion, seconded by Commissioner Wicklund, and carried unanimously to approve the hire as presented.

Highway Projects – Final Payments

Engineer Halstensgard requested Board approval of three (3) final payments to Agassiz Asphalt. Following discussion, Commissioner Novacek made a motion, seconded by Commissioner Jensen, and carried unanimously to approve final payment of \$69,380.76 for the CSAH 34 Project. Commissioner Wicklund made a motion, seconded by Commissioner Novacek, and carried unanimously to approve final payment of \$82,987.95 for 2022 Bituminous Projects. Commissioner Phillippe made a motion, seconded by Commissioner Wicklund, and carried unanimously to approve final payment of \$28,087.84 for the CSAH 29 Spillway Project.

Additional Blade – Discussion

Commissioner Wicklund led a discussion regarding the possibility of purchasing a pull-behind blade. Board consensus was to add this item to the November 28, 2023, Highway Committee Meeting Agenda.

SOCIAL SERVICES

Eligibility Worker Hire(s)

Director Langaas requested Board approval to hire Sheila Brinkman as an Eligibility Worker at a Grade 6, Step A, effective November 20, 2023, and Josee Lundgren as an Eligibility Worker at a Grade 6, Step C, effective November 20, 2023. Commissioner Novacek made a motion, seconded by Commissioner Wicklund, and carried unanimously to approve the hires as presented.

ENVIRONMENTAL SERVICES

Public Hearing Date – Ordinance No. 31

Coordinator Pelowski requested the Board set a Public Hearing date to solicit public input concerning Solid Waste Committee recommended revisions to County Ordinance No.31, which establishes the fee schedules at our solid waste management facilities. Following discussion, Commissioner Jensen made a motion, seconded by Commissioner Phillippe, and carried unanimously to set a Public Hearing date of 9:00 am, Wednesday, December 27, 2023, at the County Boardroom.

SHERIFF

Job Status Revision Request(s)

Sheriff Gust requested Board approval of two personnel-related revisions. Following discussion, Commissioner Wicklund made a motion, seconded by Commissioner Novacek, and carried unanimously to approve the job status revision for Damian Moore from Regular Part-Time to Regular Full-Time effective November 12, 2023; and, to approve the job status revision for Carter Pelland from Temporary to Regular Full-Time effective November 26, 2023.

AUDITOR-RECORDER-TREASURER

Public Hearing Date – Reclassification of Tax-Forfeited Parcels

Auditor-Recorder-Treasurer Monsrud requested the Board set a Public Hearing date regarding the reclassification of certain tax-forfeited parcels. Following discussion,

Commissioner Jensen made a motion, seconded by Commissioner Phillipe, and carried unanimously to set a Public Hearing date of 9:00 am, Tuesday, January 23, 2024, at the County Boardroom.

COUNTY BOARD ITEMS

Social Media Contract

Emergency Manager Grafstrom requested Board approval to renew the Social Media Contract with AE2S for 2024. Following discussion, Commissioner Novacek made a motion, seconded by Commissioner Wicklund, and carried by a 4-1 vote, (Commissioners Swanson, Novacek, Wicklund and Jensen voting aye, and Commissioner Phillipe voted nay).

Commissioner Committee Reports (October 24 – November 14, 2023)

Commissioner Jensen reported on the following committee(s): Highway Committee Meeting; Operations Committee Meeting; County Board Work Session.

Commissioner Novacek reported on the following committee(s): Highway Committee Meeting; Operations Committee Meeting; County Board Work Session; Solid Waste Committee Meeting.

Commissioner Phillipe reported on the following committee(s): Highway Committee Meeting; Operations Committee Meeting; County Board Work Session; Warroad City Council Meeting.

Commissioner Swanson reported on the following committee(s): Statewide Emergency Communications Board Finance Committee Meeting; Highway Committee Meeting; Operations Committee Meeting; County Board Work Session; Safety Training; Roseau Economic Development Authority Meeting; MAGIC Fund Board Meeting; Community Justice Coordinating Committee Meeting; Northern Counties Land Use Coordinating Committee Meeting; Roseau City Council Meeting; Solid Waste Committee Meeting; MN Counties Intergovernmental Trust Board Meeting.

Commissioner Wicklund reported on the following committee(s): Highway Committee Meeting; Operations Committee Meeting; County Board Work Session.

UNFINISHED BUSINESS - NONE

Upon motion carried, the Board adjourned the Regular meeting at 9:55 a.m. The next Regular meeting of the Board is scheduled for Tuesday, November 28, 2023, at 8:30 a.m.

Attest:

Date: _____

Jeff Pelowski, County Coordinator
Roseau County, Minnesota

Jack Swanson, Chair
Board of County Commissioners



Roseau County Request for Board Action

Agenda Item #: Consent 2 <small>(for office use only)</small>		
Requested Board Date:	November 28, 2023	Originating Department: Roseau County Trailblazers
Subject Title (as it will appear on the Agenda): Roseau County Trailblazers – 1 st Benchmark	Presenter: Myles Hogenson	
	Estimated Amount of Time Needed for Discussion: <input checked="" type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
Board Action Requested: Requesting Board approval of the Roseau County Trailblazers 1 st Benchmark payment, in the amount of \$55,552.77.		
Background:		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		

SNOWMOBILE TRAILS ASSISTANCE PROGRAM MAINTENANCE AND GROOMING

Certification of Trail Completion

1st Benchmark – Due By December 15th

Trail Name: Roseau County Trailblazers/BISF 1

Club/Organization Name: Roseau County Trailblazers Snowmobile Club

Trail Administrator Signature: Myles Soyars Date: 11/27/2023

By signing this form, the Sponsor certifies that the snowmobile trail was open and available for use by December 1. This means that the trail was satisfactorily brushed, bridges were in good repair, signs were installed (including MnUSA corridor trail signs if appropriate), gates were capable of being open (snow permitting), permission was granted for all private lands and that the trail meets the guidelines of the Minnesota Snowmobile Trails Assistance Program Manual.

Is there any reason why the Department of Natural Resources should withhold any part of this payment?
 YES _____ NO X

If YES, please elaborate: _____

Sponsor Name (Local Unit of Government): _____

Sponsor Signature: _____ Date: _____

Title: _____

Amount requested \$55,552.77 _____ (Up to 45% of the original contract.)

DEPARTMENT USE ONLY

THIS INVOICE APPROVED FOR PAYMENT BY:

Parks and Trails Area Supervisor – OK TO PAY	Date	FY	Amount
			\$
SWIFT PO: 3000242860	RECEIPT #		
VENDOR #: 0000197344	LINE #		
SERVICE BEGIN DATE: JULY 1, 2023 _____	SERVICE END DATE: NOVEMBER 30, 2023 _____		
INVOICE #: _____ BM1	Vendor Name and Address: Roseau County 606 5 th Ave SW Roseau, MN 56751		



Roseau County Request for Board Action

Agenda Item #: Consent 3 <small>(for office use only)</small>		
Requested Board Date:	November 28, 2023	Originating Department: Veteran Services Office
Subject Title (as it will appear on the Agenda): Veteran Services Office – Acceptance of Donation	Presenter: Martin Howes	
	Estimated Amount of Time Needed for Discussion: <input checked="" type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
Board Action Requested: Requesting Board acknowledgement of a donation from the American Legion Auxiliary Unit 25 in the amount of \$200.00, to be used for the betterment and support of our local Veterans and their families in their time of need, for the purpose of fuel cards, food cards, or anything deemed necessary by the CVSO.		
Background:		
Supporting Documentation: <input type="checkbox"/> Attached <input checked="" type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		



Roseau County Request for Board Action

Agenda Item #: Department Reports 1a <small>(for office use only)</small>		
Requested Board Date:	November 28, 2023	Originating Department: Highway
Subject Title (as it will appear on the Agenda): Final Payment – TH 11 Lighting Project		Presenter: Ericka Halstensgard
		Estimated Amount of Time Needed for Discussion: <input checked="" type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes
Board Action Requested: Requesting final payment of \$26,361.65 to R&Q Trucking, Inc for completion of the TH 11 Lighting Project.		
Background:		
Supporting Documentation: <input type="checkbox"/> Attached <input checked="" type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		



Roseau County Request for Board Action

Agenda Item #: Department Reports 1b <small>(for office use only)</small>		
Requested Board Date:	November 28, 2023	Originating Department: Highway
Subject Title (as it will appear on the Agenda): MnDOT Local Road Improvement Grant Application	Presenter: Ericka Halstensgard	
	Estimated Amount of Time Needed for Discussion: <input checked="" type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
Board Action Requested: Requesting Board approval of the attached Resolution.		
Background:		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		



A motion was made by Commissioner XXXX, seconded by Commissioner XXXX, and carried unanimously to adopt the following Resolution:

2023-11-05

APPLICATION FOR MnDOT LOCAL ROAD IMPROVEMENT FUNDS FOR NEW CONSTRUCTION OF COUNTY STATE AID HIGHWAY (CSAH) 23

WHEREAS, Roseau County is planning for new construction of bituminous surfacing on CSAH 23 from Trunk Highway 11 to CSAH 4; and

WHEREAS, this segment of CSAH 23 had Grading and Aggregate Base completed in 2023; and

WHEREAS, Roseau County is an eligible agency to submit an application for funding from the MnDOT Local Road Improvement Program; and

WHEREAS, Roseau County is responsible for non-eligible Local Road Improvement Plan costs and on-going maintenance of CSAH 23.

NOW THEREFORE BE IT RESOLVED, that the Roseau County Board agrees with and supports Roseau County's application for MnDOT Local Road Improvement Program grand funding to complete the new construction of bituminous surfacing on CSAH 23.

STATE OF MINNESOTA)
) ss
COUNTY OF ROSEAU)

I, Jeff Pelowski, County Coordinator in and for Roseau County, Minnesota, do hereby certify that the foregoing is a true and correct copy of a part of the proceedings adopted by the Roseau County Board of Commissioners on November 28, 2023.

Jeff Pelowski
Roseau County Coordinator



Roseau County Request for Board Action

Agenda Item #: Department Reports 1c <small>(for office use only)</small>		
Requested Board Date:	November 28, 2023	Originating Department: Highway
Subject Title (as it will appear on the Agenda): Local Bridge Replacement Program - Grant Agreement	Presenter: Ericka Halstensgard	
	Estimated Amount of Time Needed for Discussion: <input checked="" type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
Board Action Requested: Requesting Board approval of the attached Resolution.		
Background:		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		



Board of Commissioners
606 5th Ave. SW, Room #131
Roseau, MN 56751
Phone: 218-463-4248
Fax: 218-463-3252

A motion was made by Commissioner XXXX, seconded by Commissioner XXXX, and carried unanimously to adopt the following Resolution:

2023-11-04

LOCAL BRIDGE REPLACEMENT PROGRAM GRANT AGREEMENT
GRANT TERMS AND CONDITIONS
MnDOT AGREEMENT NO. 1053723
SP 068-598-037

WHEREAS, Roseau County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund related to Bridge No. 68544; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$172,366.80 by reason of the lowest responsible bid;

NOW THEREFORE BE IT RESOLVED, that Roseau County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50; will pay any additional amount by which the cost exceeds the estimate; and, will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper County officials are authorized to execute the grant agreement, and any amendments thereto, with the Commissioner of Transportation concerning the above-referenced grant.

STATE OF MINNESOTA)
) ss
COUNTY OF ROSEAU)

I, Jeff Pelowski, County Coordinator in and for Roseau County, Minnesota, do hereby certify that the foregoing is a true and correct copy of a part of the proceedings adopted by the Roseau County Board of Commissioners on November 28, 2023.

Jeff Pelowski
Roseau County Coordinator

District 1, Glenda Phillipe - District 2, Jack Swanson, Chair
District 3, Levi Novacek, Vice-Chair - District 4, Kermit Jensen - District 5, Daryl Wicklund

**STATE OF MINNESOTA
LOCAL BRIDGE REPLACEMENT PROGRAM
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:
Roseau County Highway Department

1921 Industrial Blvd., Roseau, MN

Contact: Ericka Halstensgard

RECITALS

1. Minnesota Statutes § 297A.815, subd. 3(d) and § 174.50, subd. 6-7 authorize the State to enter into this agreement.
2. Grantee has been awarded Local Bridge Replacement Program (LBRP) funds under Minn. Stat. § 174.50, subd. 6-7.
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on November 1, 2028, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; and Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will conduct one or more of the following activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law, which is attached to this Agreement as Exhibit B: (i) constructing or reconstructing a bridge, (ii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iii) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

3 Time

- 3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.50, subd 6-7. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.

4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.

4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$160,294.80.

4.2 Payment

4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.

4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.

4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.

4.2.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Marc Briese,
Programs Engineer,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3802
marc.briese@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

[Ericka Halstengard, Roseau County Engineer, 1921 Industrial Blvd., Roseau, MN 56751, 218-463-2063, Ericka.halstengard@co.roseau.mn.us]. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either

Grantee or the State.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13 Termination; Suspension

13.1 **Termination by the State.** The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

13.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

15 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.

16 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town,

township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

18 Additional Provisions

18.1 **Prevailing Wages.** Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project.

18.2 **E-Verification.** Grantee agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

18.3 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

18.4 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.5 **Use, Maintenance, Repair and Alterations.** The Grantee shall not, without the written consent of the State and the Commissioner, (i) permit or allow the use of any of the property improved with these grants funds (the Real Property) for any purpose other than in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street or for other uses customarily associated therewith, such as trails and utility corridors, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which

improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Grantee fails to maintain the Real Property in accordance with this Section, the State may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Grantee irrevocably authorizes the State to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by the State shall be at its sole discretion, and nothing contained herein shall require the State to take any action or incur any expense and the State shall not be responsible, or liable to the Grantee or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by the State pursuant to this Section shall be due and payable on demand by the State and will bear interest from the date of payment by the State at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

[The remainder of this page has intentionally been left blank.]

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: Roseau County Board Chair

Date: _____

By: _____

Title: Roseau County Coordinator

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance

By: _____

(with delegated authority)

Title: State Aid Programs Manager

Date: _____

DEPARTMENT OF TRANSPORTATION

CONTRACT MANAGEMENT

By: _____

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS

Entity Supplying Funds	Amount
State Funds:	
LBRP MVLST Grant	\$ 172,366.80
Other:	
	\$
	\$
	\$
Subtotal	\$172,366.80
Public Entity Funds:	
Matching Funds	\$
Other:	
Federal	\$689,467.20
Federal	\$152,731.60
Local	\$38,182.90
Subtotal	\$880,381.70
TOTAL FUNDS	\$1,052,748.50

USES OF FUNDS

Expenses	Amount
Items Paid for with LBRP MVLST Grant Funds:	
Bridge Construction	\$172,366.80
	\$
	\$
	\$
Subtotal	\$172,366.80
Items paid for with Non-LBRP General Fund Grant Funds:	
Bridge Construction	\$689,467.20
Approaches	\$152,731.60
Approaches	\$38,182.90
Subtotal	\$880,381.70
TOTAL PROJECT COSTS	\$1,052,748.50

=

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project

MnDOT Agreement No. 1053723
SP No. 068-598-037

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT



Roseau County Request for Board Action

Agenda Item #: Department Reports 2a <small>(for office use only)</small>		
Requested Board Date:	November 28, 2023	Originating Department: Auditor-Recorder-Treasurer
Subject Title (as it will appear on the Agenda): Commissioner Warrants – Forthwith Payment		Presenter: Martie Monsrud
		Estimated Amount of Time Needed for Discussion: <input checked="" type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes
Board Action Requested: Requesting Board authorization to pay all claims/warrants received by the Auditor-Recorder-Treasurer's Office in December 2023 be paid forthwith.		
Background:		
Supporting Documentation: <input type="checkbox"/> Attached <input checked="" type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		



Roseau County Request for Board Action

Agenda Item #: County Board Item 1 <small>(for office use only)</small>		
Requested Board Date:	November 28, 2023	Originating Department: Ehlers
Subject Title (as it will appear on the Agenda): WD 115 General Obligation (GO) Bond Sale		Presenter: Bruce Kimmel
		Estimated Amount of Time Needed for Discussion: <input type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input checked="" type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes
Board Action Requested: The results of the GO bond sale and will be presented for Board consideration. Requesting Board adoption of the attached Resolution executing the bond sale.		
Background:		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input checked="" type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		



Board of Commissioners

606 5th Ave. SW, Room #131

Roseau, MN 56751

Phone: 218-463-4248

Fax: 218-463-3252

Commissioner _____ introduced the following resolution (the “Resolution”) and moved its adoption, which motion was seconded by Commissioner _____:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ISSUANCE, AWARDED
SALE, PRESCRIBING THE FORM AND DETAILS AND
PROVIDING FOR THE PAYMENT OF \$[PAR] GENERAL
OBLIGATION DRAINAGE BONDS, SERIES 2023A

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

Section 1. Authorization and Sale.

1.01. Authorization of Bonds. The County has undertaken to make improvements to Roseau River Watershed Ditch #115 pursuant to Minnesota Statutes, Chapter 103E (the “Project”), and all proceedings necessary to the undertaking and construction of the Project, and the levy of special assessments against the property benefited thereby and the issuance of bonds therefor, have been duly and lawfully conducted pursuant to and in accordance with the provisions of Minnesota Statutes, Chapters 103E and 475.

The total cost of the Project, aggregating the costs of construction, engineering, legal and administrative fees and the costs incidental to the sale and issuance of the Bonds, is at least \$[PAR]. By resolution adopted on October 24, 2023, this Board hereby determined that it is in the best interest of the County to issue its \$[PAR] General Obligation Drainage Bonds, Series 2023A (the “Bonds”) to finance certain costs of the Project as provided in Minnesota Statutes, Section 103E.635, and to pay costs associated with the issuance of the Bonds.

1.02. Sale of Bonds. The County has retained Ehlers & Associates, Inc. (“Ehlers”) as municipal advisor in connection with the sale of the Bonds. The Bonds are being sold pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, paragraph (9), without meeting the requirements for public sale under Minnesota Statutes, Section 475.60, Subdivision 1. Pursuant to the Terms of Proposal and the Preliminary Official Statement prepared on behalf of the County by Ehlers, sealed or electronic proposals for the purchase of the Bonds were received at or before the time specified for receipt of proposals. The proposals have been opened and publicly read and considered and the purchase price, interest rates and net interest cost under the terms of each proposal have been determined. The most favorable proposal received is that of [____], in [____], and associates (the “Purchaser”), to purchase the Bonds at a purchase price of \$[____], on the further terms and conditions hereinafter set forth.

District 1, Glenda Phillipe - District 2, Jack Swanson, Chair - District 3, Levi Novacek, Vice Chair
District 4, Kermit Jensen - District 5, Daryl Wicklund

An Equal Opportunity Employer

1.03. Award. The sale of the Bonds is hereby awarded to the Purchaser, and the Chairperson and County Coordinator are hereby authorized to execute a contract on behalf of the County for the sale of the Bonds in accordance with the Terms of Proposal. The good faith deposit of the Purchaser shall be retained and deposited by the County until the Bonds have been delivered, and shall be deducted from the purchase price paid at settlement.

Section 2. Bond Terms; Registration; Execution and Delivery.

2.01. Issuance of Bonds. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of the Bonds having been done, existing, having happened and having been performed, it is now necessary for this Board to establish the form and terms of the Bonds, to provide security therefor and to issue the Bonds forthwith.

2.02. Maturities; Interest Rates; Denominations; Payment. The Bonds shall be designated the “General Obligation Drainage Bonds, Series 2023A,” shall be originally dated as of December 20, 2023, shall be in the denomination of \$5,000 each, or any integral multiple thereof, shall mature on December 1 in the years and amounts stated below, and shall bear interest from their date of issue until paid or duly called for redemption, at the annual rates set forth opposite such years and amounts, as follows: [to come]

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
	\$	%		\$	%

The Bonds shall be issuable only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof shall be payable by check or draft issued by the Registrar described herein, provided that, so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 2.08 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

2.02. Interest Payment Dates. Upon initial delivery of the Bonds and upon any subsequent transfer or exchange pursuant to Section 2.06, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. Interest on the Bonds shall be payable on each June 1 and December 1, commencing June 1, 2024, each such date being referred to herein as an Interest Payment Date, to the persons in whose names the Bonds are registered on the Bond Register, as hereinafter defined, at the Registrar’s close of business on the fifteenth day of the calendar month

next preceding such Interest Payment Date, whether or not such day is a business day. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months.

2.04. Redemption. Bonds maturing in 2034 and later years shall be subject to redemption and prepayment at the option of the County, in whole or in part, in such order of maturity dates as the County may select and, within a maturity, by lot as selected by the Registrar (or, if applicable, by the bond depository in accordance with its customary procedures) in multiples of \$5,000, on December 1, 2033, and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The County Coordinator shall cause notice of the call for redemption thereof to be published if and as required by law, and at least thirty and not more than 60 days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail, to the registered holders of any Bonds to be redeemed at their addresses as they appear on the bond register described in Section 2.06 hereof, provided that notice shall be given to any securities depository in accordance with its operational arrangements. No defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the County shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

[Bonds maturing on December 1 in the years [] and [] (the "Term Bonds") shall be subject to mandatory redemption prior to maturity pursuant to the sinking fund requirements of this Section 2.04 at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Registrar shall select for redemption, by lot or other manner deemed fair, on December 1 in each of the following years the following stated principal amounts of such Bonds:

<u>Year</u>	<u>Principal Amount</u>
	\$

The remaining \$[] stated principal amount of such Bonds shall be paid at maturity on December 1, 20[].

<u>Year</u>	<u>Principal Amount</u>
20[]	\$

The remaining \$[] stated principal amount of such Bonds shall be paid at maturity on December 1, 20[].

Notice of redemption shall be given as provided in the preceding paragraph.]

2.05. Appointment of Initial Registrar. The County hereby appoints Bond Trust Services Corporation, Roseville, Minnesota, as the initial registrar, transfer agent and paying agent (the “Registrar”). The Chairperson and County Coordinator are authorized to execute and deliver, on behalf of the County, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be 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, effective upon not less than thirty days’ written notice and upon the appointment of (and acceptance of such appointment by) a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar.

2.06. Registration. The effect of registration and the rights and duties of the County and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged. The term Holder or Bondholder as used herein shall mean the person (whether a natural person, corporation, association, partnership, trust, governmental unit, or other legal entity) in whose name a Bond is registered in the Bond Register.

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

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the County.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall 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 any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds (except for an exchange upon a partial redemption of a Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such 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 such 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, in which both the County and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall 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 shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Obligations. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the County, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

2.07. Execution, Authentication and Delivery. The Bonds shall be prepared under the direction of the County Coordinator and shall be executed on behalf of the County by the signatures of the Chairperson and the County Coordinator, provided that said signatures may be printed, engraved, or lithographed facsimiles thereof. In case any officer whose signature, or a facsimile

of whose signature, shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Notwithstanding such execution, no Bond shall 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 such 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 each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so executed and authenticated, they shall be delivered by the County Coordinator to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

2.08. Securities Depository. (a) For purposes of this section the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person's subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the sender agrees to comply with DTC's Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the County may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever, and neither the Registrar nor the County shall be affected by any notice to the contrary. Neither the Registrar nor the County shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds,

with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC's Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the County to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the County determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of bond certificates, the County may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the County and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC, if not previously filed with DTC, by the Chairperson or County Coordinator is hereby authorized and directed.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of bond certificates and the method of payment of principal of and interest on such Bonds in the form of bond certificates.

2.07. Form of Bonds. The Bonds shall be prepared in substantially the form found at EXHIBIT A.

Section 3. Use of Proceeds. There is hereby established on the official books and records of the County a General Obligation Drainage Bonds, Series 2023A Construction Fund (the "Construction Fund"). The County Coordinator shall maintain the Construction Fund until payment of all costs and expenses incurred in connection with the construction of the Project have been paid. To the Construction Fund there shall be credited the proceeds of the Bonds. From the

Construction Fund there shall be paid all construction costs and expenses and costs of issuance of the bonds. There shall also be credited to the Construction Fund all special assessments collected with respect to the Project until all costs of the Project have been fully paid. All special assessments on hand in the Construction Fund when terminated or thereafter received shall be credited to the General Obligation Drainage Bonds, Series 2023A Bond Fund. All proceeds of the Bonds deposited in the Construction Fund will be expended solely for the payment of the costs of the Project and costs of issuance of the Bonds, provided that in the event that funds remain following completion or abandonment of the Project, the County may undertake other projects in accordance with State and federal law.

Section 4. Security Provisions.

4.01. General Obligation Drainage Bonds, Series 2023A Bond Fund. The Bonds shall be payable from a separate General Obligation Drainage Bonds, Series 2023A Bond Fund (the “Bond Fund”) which the County agrees to maintain until the Bonds have been paid in full. If the money in the Bond Fund should at any time be insufficient to pay principal and interest due on the Bonds, such amounts shall be paid from other moneys on hand in other funds of the County, which other funds shall be reimbursed therefor when sufficient moneys become available in the Bond Fund. The money on hand in the Bond Fund from time to time shall be used only to pay the principal of and interest on the Bonds. Into the Bond Fund shall be paid: (a) all special assessments levied and collected in accordance with this Resolution, except as otherwise provided in Section 3 hereof; (b) ad valorem taxes levied and collected in accordance with the provisions of Section 4.03 hereof; and (c) any other funds appropriated by the Board for the payment of the Bonds.

There are hereby established two accounts in the Bond Fund, designated as the “Debt Service Account” and the “Surplus Account.” There shall initially be deposited into the Debt Service Account upon the issuance of the Bonds the amount set forth in (i) above. Thereafter, during each Bond Year (i.e., each twelve month period commencing on February 2 and ending on the following December 1), as monies are received into the Bond Fund, the County Auditor shall first deposit such monies into the Debt Service Account until an amount has been appropriated thereto sufficient to pay all principal and interest due on the Bonds through the end of the Bond Year. All subsequent monies received in the Bond Fund during the Bond Year shall be appropriated to the Surplus Account. If at any time the amount on hand in the Debt Service Account is insufficient for the payment of principal and interest then due, the County Auditor shall transfer to the Debt Service Account amounts on hand in the Surplus Account to the extent necessary to cure such deficiency. Investment earnings (and losses) on amounts from time to time held in the Debt Service Account and Surplus Account shall be credited or charged to said accounts.

4.02. Special Assessments. The County has heretofore done all acts and things necessary to be done prior to the construction of the Project and has determined the benefits and damages resulting from the Project to all property affected thereby. The County hereby covenants and agrees that, for the payment of the cost of the Project, the County has done or will do and perform all acts and things necessary for the final and valid levy of special assessments in an amount not less than \$[PAR]. The principal of the special assessments shall be made payable in annual

installments, with interest as established by this Board in accordance with law on installments thereof from time to time remaining unpaid, such that the collections of special assessments and interest thereon will be sufficient to pay the principal of and interest on the Bonds when due. In the event any special assessment shall at any time be held invalid with respect to any lot or tract of land, due to any error, defect or irregularity in any action or proceeding taken or to be taken by the County or by this Board or by any of the officers or employees of the County, either in the making of such special assessment or in the performance of any condition precedent thereto, the County hereby covenants and agrees that it will forthwith do all such further things and take all such further proceedings as shall be required by law to make such special assessment a valid and binding lien upon said property.

4.03. Full Faith and Credit Pledged. For the prompt and full payment of the principal of and interest on the Bonds as such payments respectively become due, the full faith, credit and unlimited taxing powers of the County shall be and are hereby irrevocably pledged. It is, however, presently estimated that the special assessments appropriated to the Bond Fund pursuant to Section 4.01 will provide sums not less than 5% in excess of principal and interest on the Bonds when due, and therefore no tax levy is presently required.

Section 5. Defeasance. When all of the Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds shall cease. The County may discharge its obligations with respect to any 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; or, 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 from the due date to the date of such deposit. The County may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date an amount equal to the principal, interest and redemption premium, if any, which are then due, provided that notice of such redemption has been duly given as provided herein. The County may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank or trust company qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such time and at such rates and maturing or callable at the holder's option on such dates as shall be required to pay all principal, interest and redemption premiums to become due thereon to maturity or said redemption date.

Section 6. Registration, Certification of Proceedings, Investment of Money, Arbitrage and Official Statement.

6.01. Registration. The County Coordinator is hereby authorized and directed to file a certified copy of this resolution in the records of the County, together with such additional information as is required, and to obtain a certificate that the Bonds have been duly entered upon the County Auditor's bond register and the tax required by law has been levied.

6.02. Certification of Proceedings. The officers of the County and the County Coordinator are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records of the County relating to the Bonds and to the financial condition and affairs of the County and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds, as the same appear from the books and records in their custody and control or as otherwise known to them, and all such certified copies, affidavits and certificates, including any heretofore furnished, shall be deemed representations of the County as to the correctness of all statements contained therein.

6.03. Covenant. The County covenants and agrees with the registered owners 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 the interest payable on the Bonds to become subject to taxation under the Code and Regulations promulgated thereunder (the “Regulations”) as are enacted or promulgated and in effect on the date of issuance of the Bonds, and covenants to take any and all actions within its powers to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. The facilities financed by the Bonds shall at all times during the term of the Bonds be owned and maintained by the County and the County shall not enter into any lease, use agreement, management agreement, capacity agreement or other agreement or contract with any nongovernmental person relating to the use of the facilities financed by the Bonds, or security for the payment of the Bonds which might cause the Bonds to be considered “private activity bonds” or “private loan bonds” pursuant to Section 141 of the Code.

6.04. Arbitrage Certification. The Chairperson and the County Coordinator, being the officers of the County charged with the responsibility for issuing the Bonds pursuant to this resolution, are authorized and directed to execute and deliver to the Purchaser a certification in accordance with the provisions of Section 148 of the Code, and the Regulations, stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be arbitrage bonds within the meaning of the Code and Regulations.

6.05. Arbitrage Rebate Exemption. It is hereby found that the County has general taxing powers, that no Bond is a “private activity bond” within the meaning of Section 141 of the Code, that 95% or more of the net proceeds of the Bonds are to be used for local governmental activities of the County, and that the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued by the County and all subordinate entities thereof during the year 2023 is not reasonably expected to exceed \$5,000,000. Therefore, pursuant to the provisions of Section 148(f)(4)(D) of the Code, the County shall not be required to comply with the arbitrage rebate requirements of paragraphs (2) and (3) of Section 148(f) of the Code.

6.06. Qualified Tax-Exempt Obligations. The Board hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code relating to the disallowance of interest expense for financial institutions, and hereby finds that the reasonably anticipated amount of tax-exempt obligations which are not private activity bonds (not treating

qualified 501(c)(3) bonds under Section 145 of the Code as private activity bonds for the purpose of this representation) and are not excluded from this calculation by Section 265(b)(3)(C)(ii) of the Code which will be issued by the County and all subordinate entities during calendar year 2023 does not exceed \$10,000,000.

6.07. Reimbursement. The County certifies that the proceeds of the Bonds will not be used by the County to reimburse itself for any expenditure with respect to the Project which the County paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the County shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations; provided that a declaration of official intent shall not be required (i) with respect to certain de minimis expenditures, if any, with respect to the Project meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” for the Project as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

6.08. Continuing Disclosure. (a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit the Purchaser and other participating underwriters in the primary offering of the Bonds to comply with amendments to Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), relating to continuing disclosure (as in effect and interpreted from time to time, the Rule), which will enhance the marketability of the Bonds, the County hereby makes the following covenants and agreements for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Bonds. The County is the only obligated person in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made. If the County fails to comply with any provisions of this section, any person aggrieved thereby, including the Owners of any outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this section, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this section constitute a default under the Bonds or under any other provision of this resolution. As used in this section, Owner or Bondowner means, in respect of the Bonds, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, Beneficial Owner means, in respect of the Bonds, any person or entity which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bonds (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of the Bonds for federal income tax purposes.

(b) Information To Be Disclosed. The County will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the County, the following information at the following times:

- (1) On or before 12 months after the end of each fiscal year of the County, commencing with the fiscal year ending December 31, 2022, the following financial information and operating data in respect of the County (the “Disclosure Information”):
 - (A) the audited financial statements of the County for such fiscal year, prepared in accordance with generally accepted accounting principles in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the County, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the County; and
 - (B) to the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most recently available of the type contained in the Official Statement under headings: “Valuations – Current Property Valuations;” “Debt – Direct Debt;” “Tax Levies & Collections;” “General Information – U.S. Census Data – Population Trend;” and “General Information – Employment/Unemployment Data,” which information may be unaudited.

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the County shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the County shall provide the audited financial statements. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been filed with the SEC or have been made available to the public by the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access System (EMMA). The County shall clearly identify in the Disclosure Information each document so incorporated by reference. If any part of the Disclosure Information can no longer be generated because the operations of the County have materially changed or been discontinued, such Disclosure Information need no longer be provided if the County includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other County operations in respect of which data is not included in the Disclosure Information and the County determines that certain specified data regarding such replacement operations would be a Material Fact (as defined in paragraph (2) hereof), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations. If the Disclosure Information is changed or this section is amended as permitted by this paragraph (b)(1) or subsection (d), then the County shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for

the amendment and the effect of any change in the type of financial information or operating data provided.

- (2) In a timely manner, not in excess of 10 business days, to the MSRB through EMMA, notice of the occurrence of any of the following events (each a “Material Fact,” as hereinafter defined):
- (A) Principal and interest payment delinquencies;
 - (B) Non-payment related defaults, if material;
 - (C) Unscheduled draws on debt service reserves reflecting financial difficulties;
 - (D) Unscheduled draws on credit enhancements reflecting financial difficulties;
 - (E) Substitution of credit or liquidity providers, or their failure to perform;
 - (F) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
 - (G) Modifications to rights of security holders, if material;
 - (H) Bond calls, if material, and tender offers;
 - (I) Defeasances;
 - (J) Release, substitution, or sale of property securing repayment of the securities, if material;
 - (K) Rating changes;
 - (L) Bankruptcy, insolvency, receivership or similar event of the County;
 - (M) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
 - (N) Appointment of a successor or additional paying agent or the change of name of a paying agent, if material.
 - (O) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
 - (P) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For purposes of the events identified in paragraphs (O) and (P) above, the term “financial obligation” means (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a

guarantee of (i) or (ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

As used herein, for those events that must be reported if material, a “Material Fact” is a fact as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell the Bonds or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing sentence, a Material Fact is also a fact that would be deemed material for purposes of the purchase, holding or sale of the Bonds within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For the purposes of the event identified in (L) hereinabove, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (3) In a timely manner, to the MSRB through EMMA, notice of the occurrence of any of the following events or conditions:
 - (A) the failure of the County to provide the Disclosure Information required under paragraph (b)(1) at the time specified thereunder;
 - (B) the amendment or supplementing of this section pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the County under subsection (d)(2);
 - (C) the termination of the obligations of the County under this section pursuant to subsection (d);
 - (D) any change in the accounting principles pursuant to which the financial statements constituting a portion of the Disclosure Information are prepared; and
 - (E) any change in the fiscal year of the County.

(c) Manner of Disclosure.

- (1) The County agrees to make available to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, the information described in subsection (b).

- (2) All documents provided to the MSRB pursuant to this subsection (c) shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(d) Term; Amendments; Interpretation.

- (1) The covenants of the County in this section shall remain in effect so long as any Bonds are outstanding. Notwithstanding the preceding sentence, however, the obligations of the County under this section shall terminate and be without further effect as of any date on which the County delivers to the Registrar an opinion of Bond Counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the County to comply with the requirements of this section will not cause participating underwriters in the primary offering of the Bonds to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successive thereto or amendatory thereof.
- (2) This section (and the form and requirements of the Disclosure Information) may be amended or supplemented by the County from time to time, without notice to (except as provided in paragraph (c)(2) hereof) or the consent of the Owners of any Bonds, by a resolution of this Board filed in the office of the recording officer of the County accompanied by an opinion of Bond Counsel, who may rely on certificates of the County and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the County or the type of operations conducted by the County, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this section as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

If the Disclosure Information is so amended, the County agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

- (3) This section is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

SECTION 7. CERTIFICATION OF PROCEEDINGS.

District 1, Glenda Phillipe - District 2, Jack Swanson, Chair - District 3, Levi Novacek, Vice Chair
District 4, Kermit Jensen - District 5, Daryl Wicklund

An Equal Opportunity Employer

7.01. Registration and Levy of Taxes. The County Coordinator is hereby authorized and directed to file a certified copy of this resolution in the records of the County, together with such additional information as is required, and to issue a certificate that the Bonds have been duly entered upon the County Coordinator's bond register and the tax required by law has been levied.

7.02. Certification of Records. The officers of the County are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, as bond counsel, certified copies of all proceedings and records of the County relating to the Bonds and to the financial condition and affairs of the County, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the County as to the correctness of all statements contained therein.

7.03. Official Statement. The Official Statement relating to the Bonds, prepared and distributed by Ehlers is hereby approved. Ehlers is hereby authorized, on behalf of the County, to prepare and distribute to the Purchaser within seven business days from the date hereof, a supplement to the Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The officers of the County are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

7.04. Authorization of Payment of Certain Costs of Issuance of the Bonds. The County authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Wells Fargo Bank, National Association on the closing date for further distribution as directed by Ehlers.

7.05. Effective Date. This resolution shall be in full force and effect from and after its passage.

Upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

District 1, Glenda Phillipe - District 2, Jack Swanson, Chair - District 3, Levi Novacek, Vice Chair
District 4, Kermit Jensen - District 5, Daryl Wicklund

An Equal Opportunity Employer

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MINNESOTA

ROSEAU COUNTY
GENERAL OBLIGATION DRAINAGE BOND,
SERIES 2023A

R-1

\$_[_____]

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
[_]%	December 1, 20[_]	December 20, 2023	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

ROSEAU COUNTY, MINNESOTA (the “County”), acknowledges itself to be indebted and for value received hereby promises to pay to the registered owner named above, or registered assigns, the principal sum specified above on the maturity date specified above, and to pay interest thereon from the date of original issue specified above, or the most recent interest payment date to which interest has been paid or provided for, at the annual rate specified above, payable on June 1 and December 1 in each year, commencing June 1, 2024 (each such date, an Interest Payment Date), to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the month immediately preceding the payment date. Interest hereon shall be computed on the basis of a 360-day year composed of twelve 30-day months. 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 of Bond Trust Services Corporation, Roseville, Minnesota, as Bond Registrar, Transfer Agent and Paying Agent (the “Bond Registrar”), or its successor designated 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.

This Bond is one of an issue in the aggregate principal amount of \$[PAR], all of like date and tenor, except as to serial number, maturity date, interest rate, redemption privilege and denomination issued pursuant to a resolution adopted by the Board on November 28, 2023 (the “Resolution”), to finance certain ditch improvements, and is issued pursuant to and in full conformity with the provisions of the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapters 103E and 475. The Bonds are issuable only as fully registered bonds in denominations of \$5,000 or any multiple thereof, of single maturities.

Bonds maturing in 2034 and later years shall be subject to redemption and prepayment at the option of the County, in whole or in part, in such order of maturity dates as the County may select and, within a maturity, by lot as selected by the Registrar in integral multiples of \$5,000, on December 1, 2033, and on

any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The County Coordinator shall cause notice of the call for redemption thereof to be published if and as required by law, and at least thirty (30) and not more than sixty (60) days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail, to the Registrar and registered holders of any Bonds to be redeemed at their addresses as they appear on the Bond Register. No defect in or failure to give such notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the County shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

[Bonds maturing in the years [] and [] shall be subject to mandatory redemption, at a redemption price equal to their principal amount plus interest accrued thereon to the redemption date, without premium, on December 1 in each of the years shown below, in an amount equal to the following principal amounts:

<u>Term Bonds Maturing in 20[]</u>		<u>Term Bonds Maturing in 20[]</u>	
<u>Sinking Fund Payment Date</u>	<u>Aggregate Principal Amount</u>	<u>Sinking Fund Payment Date</u>	<u>Aggregate Principal Amount</u>
20__	\$	20__	\$
20__ (final maturity)		20__ (final maturity)	

Notice of redemption shall be given as provided in the preceding paragraph.]

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the County.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the County at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the County will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate 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 or exchange.

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 shall be affected by any notice to the contrary.

The Bonds have been designated by the County as “qualified tax-exempt obligations” pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended.

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; that prior to the issuance hereof, the Board of Commissioners has by the resolutions approving the issuance of the Bonds covenanted and agreed to levy and collect special assessments against benefitted properties; that such special assessments are estimated to be collectible for the years and in amounts sufficient to produce sums not less than five percent in excess of the principal of and interest on the Bonds when due, and that the County has appropriated such special assessments to the payment of such principal and interest; that if necessary for payment of such principal and interest, ad valorem taxes are required to be levied upon all taxable property in the County, without limitation as to rate or amount; and that the issuance of this Bond, together with all other indebtedness of the County outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the County to exceed any constitutional or statutory limitation of indebtedness.

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

IN WITNESS WHEREOF, Roseau County, Minnesota, by its Board of County Commissioners, has caused this Bond to be executed by the signatures of the Chairperson and the County Coordinator and has caused this Bond to be dated as of the date set forth below.

ROSEAU COUNTY, MINNESOTA

(Facsimile Signature)
County Coordinator

(Facsimile Signature)
Chairperson

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication: _____

BOND TRUST SERVICES CORPORATION, as Bond
Registrar

By _____
Authorized Representative

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

TEN COM --as tenants in common	UTMA	as Custodian for
	(Cust)	(Minor)
TEN ENT --as tenants by the entireties under Uniform Transfers to Minors Act		
		(State)
JT TEN --as joint tenants with right of survivorship and not as tenants in common		

Additional abbreviations may also be used.

ASSIGNMENT

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

Dated: _____

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

Signature Guaranteed:

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE: _____

COUNTY AUDITOR'S CERTIFICATE
AS TO REGISTRATION AND TAX LEVY

The undersigned, being the duly qualified and acting County Auditor of Roseau County, Minnesota, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on November 28, 2023, by the Board of the County Commissioners of Roseau County, Minnesota, setting forth the form and details of an issue of \$[PAR] General Obligation Drainage Bonds, Series 2023A, dated as of December 20, 2023.

I further certify that said Bonds have been entered on my bond register, as required by Minnesota Statutes, Sections 475.61 to 475.63.

WITNESS my hand and official seal this _____ day of December, 2023.

County Auditor

(SEAL)



Roseau County Request for Board Action

Agenda Item #: County Board Item 2 <small>(for office use only)</small>		
Requested Board Date:	November 28, 2023	Originating Department: Commissioners
Subject Title (as it will appear on the Agenda): Performance Review(s) Discussion	Presenter: Glenda Phillipe	
	Estimated Amount of Time Needed for Discussion: <input type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
Board Action Requested: General discussion regarding the performance review process.		
Background:		
Supporting Documentation: <input type="checkbox"/> Attached <input checked="" type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input checked="" type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		



Roseau County Request for Board Action

Agenda Item #: County Board Item 3 <small>(for office use only)</small>		
Requested Board Date:	November 28, 2023	Originating Department: Coordinator
Subject Title (as it will appear on the Agenda): Commissioner Committee Reports		Presenter: Commissioners
		Estimated Amount of Time Needed for Discussion: <input type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input checked="" type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes
Board Action Requested: Commissioners will present their Committee Reports.		
Background:		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input checked="" type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		

Glenda Phillipe Committees Report

November 14: County Board

November 14: Social Services Board

November 14: 911 Sign Committee

November 15: Lake Township Board

November 16: Northwest Regional Transportation Coordination Council

November 27: Warroad City Council

November 27: Warroad Community Development

JACK SWANSON COMMITTEES REPORT

NOV 14, 2023 - SOCIAL SERVICES BOARD

NOV 14, 2023 - 911 SIGNS COMMITTEE

NOV 14, 2023 - JADIS TOWN BOARD

NOV 15, 2023 - COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (TRF)

**NOV 15, 2023 - NORTHWEST MINNESOTA MULTI-COUNTY HOUSING AND
REDEVELOPMENT AUTHORITY (TRF)**

**NOV 16, 2023 - ASSOCIATION OF MINNESOTA COUNTIES FUTURES TASK FORCE
(Camp Ripley)**

**NOV 17, 2023 - ASSOCIATION OF MINNESOTA COUNTIES FUTURES TASK FORCE
(Camp Ripley)**

NOV 21, 2023 - DOMESTIC VIOLENCE ADVISORY COMMITTEE