

REDWOOD COUNTY, MINNESOTA

August 15, 2023

The Commissioners participated in a JD5 meeting with Brown County at 8:15 a.m.

The Board of County Commissioners met in regular session at 8:30 a.m. in the Commissioner’s Room in the Government Center, Redwood Falls, Minnesota.

Present for all or portions of the meeting were Commissioners Rick Wakefield, Bob Van Hee, Jim Salfer, and Dave Forkrud, Dennis Groebner, County Administrator Vicki Kletscher, County Attorney Jenna Peterson, Auditor-Treasurer Jean Price, Administration Assistant Sierra Fluck, Development Coordinator Briana Mumme, Environmental Director Nick Brozek, Technology Coordinator Paul Parsons, County Engineer Anthony Sellner, Baker & Tilly Advisor Doug Green, Emergency Management Director Jim Sandgren, County Recorder Joyce Anderson, Westlake Properties, LLD Principle Richard Sherman, Redwood County Fair board Jeff Potter and John Welu, Invenergy representatives Monica Monterrosa and Hamzah Khan, Bob LeSage, Keith Muetzel.

Chair Salfer called the Meeting to order asking for the Pledge of Allegiance to the Flag.

On motion by Wakefield, second by Van Hee, the Board voted unanimously to approve the revised August 15<sup>th</sup> agenda.

Chair Salfer asked the Board Members to identify any areas in which they had a conflict of interest, there were none.

**CONSENT AGENDA**

- On motion by Wakefield, second by Groebner, the Board voted unanimously to approve the following:
  - August 1<sup>st</sup> board minutes.
  - Payment of bills.

General Fund	\$ 70,327.10
Building Fund	\$ 158.51
Ditch Fund	\$ 287,607.78
Soil & Water	\$ 85,763.62
Solid Waste Fund	\$ 135.37
Human Services Fund	\$ 21,178.58
Insurance	\$ 454.20

- Bills exceeding \$2,000:

<u>Vendor Name</u>	<u>Amount</u>
MN COMMISSION OF FINANCE	4,751.00
9 Payments less than 2 0 0 0	2,509.12
<b>Final Total:</b>	<b>7,260.12</b>

<u>Vendor Name</u>	<u>Amount</u>
REDWOOD FALLS PUBLIC UTILITIES	3,163.97

7	Payments less than 2 0 0 0	1,465.53
	<b>Final Total:</b>	<b>4,629.50</b>

<u>Vendor Name</u>	<u>Amount</u>	
BLUE CROSS BLUE SHIELD OF MINNESO	55,067.59	
BLUE CROSS BLUE SHIELD OF MINNESO	2,152.00	
BLUE CROSS BLUE SHIELD OF MINNESO	19,680.07	
BLUE CROSS BLUE SHIELD OF MINNESO	23,655.14	
MINNESOTA DEPARTMENT of REVENUE	48,185.22	
REDWOOD COUNTY LICENSE CENTER	3,039.10	
REDWOOD ELECTRIC COOPERATIVE	2,794.67	
REDWOOD FALLS PUBLIC UTILITIES	3,843.78	
REDWOOD FALLS PUBLIC UTILITIES	8,121.87	
WELLS FARGO ADVISORS	245,000.00	
WEX LEAP	7,500.69	
WEX LEAP	7,500.69	
50 Payments less than 2 0 0 0	15,438.69	
	<b>Final Total:</b>	<b>441,979.51</b>

<u>Vendor Name</u>	<u>Amount</u>	
CENTERPOINT ENERGY RESOURCE	2,079.97	
11 Payments less than 2 0 0 0	2,316.93	
	<b>Final Total:</b>	<b>4,396.90</b>

<u>Vendor Name</u>	<u>Amount</u>	
JOHN RILEY CONSTRUCTION INC	930,383.10	
R & G CONSTRUCTION CO	751,160.25	
9 Payments less than 2 0 0 0	1,219.37	
	<b>Final Total:</b>	<b>1,682,762.72</b>

<u>Vendor Name</u>	<u>Amount</u>	
8 Payments less than 2 0 0 0	2,900.31	
	<b>Final Total:</b>	<b>2,900.31</b>

<u>Vendor Name</u>	<u>Amount</u>	
EVERSTRONG CONSTRUCTION INC	353,005.75	
FARMWARD COOPERATIVE	4,692.96	
3 Payments less than 2 0 0 0	179.22	
	<b>Final Total:</b>	<b>357,877.93</b>

<u>Vendor Name</u>	<u>Amount</u>	
METLIFE	4,071.02	
REDWOOD SOIL & WATER CONS DIST	10,000.00	
SOUTHWEST HEALTH & HUMAN SERVICE	23,185.50	
7 Payments less than 2 0 0 0	2,095.46	
	<b>Final Total:</b>	<b>39,351.98</b>

<u>Vendor Name</u>	<u>Amount</u>	
FARMWARD COOPERATIVE	5,918.15	
KNIFE RIVER CORPORATION	3,099,158.56	
5 Payments less than 2000	1,100.35	
	<b>Final Total:</b>	<b>3,106,177.06</b>

<u>Vendor Name</u>	<u>Amount</u>
AMERICAN COMMUNICATIONS INC	2,250.00
MORRIS ELECTRONICS INC	7,856.01
4 Payments less than 2 0 0 0	1,325.99

**Final Total: 11,432.00**

<u>Vendor Name</u>	<u>Amount</u>
ADVANCED CORRECTIONAL HEALTHCAR	10,449.92
BEACH TRANSPORT	164,501.55
BEHREND/MARK	2,957.50
COUNTIES PROVIDING TECHNOLOGY	4,684.00
DOUBLER/TIM	2,400.00
JESSE'S COLLISION & RESTORATION LLC	4,905.46
KNOWINK, LLC	10,762.50
LITZAU FARM DRAINAGE INC	65,739.38
MNL, INC	22,159.43
MORRIS ELECTRONICS INC	2,899.60
NORTHLAND EROSION CONTROL	26,784.87
QUARNSTROM & DOERING PA	2,319.94
REDWOOD COUNTY HIGHWAY DEPT	6,259.85
RELIANCE TELEPHONE INC	2,000.00
RICHARDS/BILL	82,363.62
SOUTHWEST HEALTH & HUMAN SERVICE	21,178.58
THE MARKET AT REDWOOD LLC	8,885.02
84 Payments less than 2 0 0 0	23,330.28
<b>Final Total:</b>	<b>464,581.50</b>

## **EMPLOYEE RECOGNITION**

- The Board recognized Tom Ellingson- Maintenance Specialist for 5 years of Service to Redwood County.
- The Board recognized Paul Parsons- Technology Coordinator for 10 years of Service to Redwood County.
- The Board recognized Jenifer Manthei- Legal Assistant/Office Coordinator for 15 years of Service to Redwood County.

## **AUDITOR/TREASURER**

- On motion by Forkrud, second by Groebner, the Board voted unanimously to approve the Cash Balance Report, Investment Summary, Budget Reports, General Fund; Road and Bridge; Building; Human Services; Ditch; Health; Debt Service; Insurance; Solid Waste; Soil and Water and Conservation District Fund, and July 2023 Disbursements in the amount of \$5,658,768.03.
- On motion by Forkrud, second by Van Hee, the Board voted unanimously to table the CPT Professional Services agreement until the October 3<sup>rd</sup> Board meeting.
- Price gave an update to the Board on the temporary transfers made from the General Fund to the Ditch fund with a total of \$1,327,230.75 from October 2022 through July 2023.
- On motion by Groebner, second by Forkrud, the Board voted unanimously to approve the Revenue Recapture Agreement with the Department of Revenue to recapture mobile home delinquent taxes.
- On motion by Forkrud, second by Wakefield, in a roll-call vote with Salfer, Van Hee, Wakefield, Groebner, and Forkrud all voting aye. The Board adopted the following Resolution.

## **ORDER OF COUNTY BOARD FOR SALE OF NON-CONSERVATION LANDS FORFEITED TO THE STATE FOR NON-PAYMENT OF TAXES**

**The County Board of Redwood County, Minnesota, having considered the sale of lands in said County forfeited to the State of Minnesota under any law declaring such forfeiture of lands for taxes and classified as Non-Conservation Lands, having appraised the value thereof and of the timber thereon separately, and having in mind**

the accessibility thereof, to existing public improvements and the effect of the sale and occupancy thereof on the public burdens, hereby determines that it is advisable to sell the same;

**IT IS HEREBY ORDERED, That those tracts of said "Non-Conservation Lands" in said County described and appraised as follows, to wit:**

**List of 2023 Tax-Forfeited Land For  
Public Sale**

83-565-0160	City of Lambertton	601 W Second Ave	\$1,000.00	\$2,296.76
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**Lots One (1) and Two (2), Block Three (3), M.L. McGee's Addition, City of Lambertton, Redwood County, Minnesota.**

	City of Lucan			
84-200-0820	210 Main St		\$250.00	\$613.24

**Lots Number Ten (10), Eleven (11) and Twelve (12) in Block Number Five (5) of the City of Lucan, Minnesota, according to the recorded plat thereof;**

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**City of Morgan**

86-386-0160	312 E Third St		100.00	\$6,969.79
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**The Southeast Twenty-five (25) feet of Lot Number Eight (8) and the Northwest Twenty-five (25) feet of Lot Number Nine (9) of Block One (1), Gerstmann's Re-arrangement of Block Ten (10), First Addition to the City of Morgan, Redwood County, Minnesota.**

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**City of Redwood Falls**

88-422-2280	207 E Broadway St		\$500.00	\$3,562.12
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**Lot Number Eight (8), Block Number Eleven (11) of Hitchcock's First Addition to the Village (now city) of Redwood Falls, according to the recorded plat thereof.**

88-422-2360	120 E Wyoming St		\$1,000.00	\$19,477.96
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**Lot Number One (1), and the East Five (5) feet of lot number Two (Z), In Block Number Twelve (12), of Hitchcock's First Addition to the City of Redwood Falls, according to the recorded Plat thereof.**

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88-505-0320	304 Valley View Dr		\$3,000.00	\$1,004.68
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**Lot No. Seven (7) of Block No. Two (2) of K-V Addition to the City of North Redwood, according to the recorded plat thereof.**

88-868-0040	no physical address	\$1,500.00	\$0.00
Lots Three and Four (3 & 4) of Block One (1) of Watsons Fourth Addition to the village of Redwood Falls, in Redwood County, Minnesota, according to the plat thereof on file and of record in the office of Register of Deeds in and for said County.			
<b>City of Vesta</b>			
92-200-1000	S Broadway St	\$100.00	\$0.00
The West Forty (40) feet of Lot Number Six (6) in Block Number Six (6) in the Village (now City) of Vesta, according to the recorded plat thereof.			

<b>City of Walnut Grove</b>			
94-220-0120	Clarke St	\$100.00	\$0.00
THE WEST SEVEN AND ONE-HALF (7 1/2) FEET OF LOT NUMBER SEVEN (7) OF BLOCK NUMBER ONE (1) OF ANDERSON'S ADDITION TO THE VILLAGE OF WALNUT GROVE, MINNESOTA, ACCORDING TO THE PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE REGISTER OF DEEDS IN AND FOR SAID COUNTY. SUBJECT, ALSO TO AN EASEMENT AND RIGHT OF WAY TO THE INTERSTATE POWER COMPANY, A CORPORATION, DATED OCTOBER 1, 1946, FILED FOR RECORD OCTOBER 21, 1946, AND SHOWN OF RECORD IN BOOK 40 OF MISC. ON PAGE 539. SUBJECT, ALSO TO AN EASEMENT AND RIGHT OF WAY TO THE INTERSTATE POWER COMPANY, A CORPORATION, DATED JULY 15TH, 1959, AND FILED FOR RECORD SEPTEMBER 14, 1959, AND SHOWN OF RECORD IN BOOK 52 OF MISCELLANEOUS ON PAGE 537, IN THE OFFICE OF THE REGISTER OF DEEDS IN AND FOR REDWOOD COUNTY, MINNESOTA.			
94-568-0720	441 Ninth St	\$250.00	\$1,468.68
Lot Five (5), Block Five (5) in Master's Addition to the Village of Walnut Grove, according to the plat thereof on file and of record in the office of the Register of Deeds, Redwood County, Minnesota			

be sold at public sale by the County Auditor-Treasurer of said County in the County Board Room at the Government Center commencing at 9:00 a.m. on the 13<sup>th</sup> day of September 2023 and thereafter according to law.

**BE IT FURTHER RESOLVED, that the terms and conditions of the sale of tax forfeited land will be as follows:**

PUBLIC SALES:

**All tax forfeited land will be offered at a public sale and sold to the highest bidder. The minimum bid acceptable is the basic sale price (appraised value) that is shown on the list of tax-forfeited land.**

TERMS:

All sales shall be for "**Cash or Credit Card** (2.49% consumer fee), **Day of Sale**". All sales are final and no provisions will be made for a refund or exchange. Checks will be made payable to "**Redwood County**".

**OTHER CHARGES (PAYMENT MADE AT TIME OF SALE):**

1. State Deed charge of \$25 per deed.
2. State Assurance Fund- 3% of the purchase price.
3. State Deed Tax. The tax is based on the amount of the sale at the rate of \$3.30 for each \$1,000, with a minimum of \$1.65.
4. \$46 Recording Fee per deed.
5. \$50 Fee if well certificate is needed.

CONDITIONS: RESTRICTIONS ON THE USE OF THE PROPERTIES

**Sales are subject to the following restrictions on the use of the properties:**

1. Existing leases;
2. Easements obtained by a governmental subdivision or state agency for a public purpose;
3. Building codes and zoning laws;
4. All sales are final with no refunds or exchanges allowed;
5. The appraised value does not represent a basis for future taxes; and
6. Buyer is purchasing property "**AS IS**"

**SPECIAL ASSESSMENTS: LEVIED BEFORE AND AFTER FORFEITURE**

The balance of any special assessments that were levied before forfeiture and canceled at forfeiture are not included in the basic sale price and may be reassessed by the municipality. These special assessments are shown on the list of tax forfeited land under the column entitled "Special Assessments Subject to Reassessment."

Local improvement constructed, but not yet assessed, must be assumed by the purchaser.

**IMPORTANT:** To find out if a particular tax forfeited parcel may be assessed or re-assessed please contact the local municipality the parcel is located in.

**PROHIBITED PURCHASERS:**

The County Auditor per MN Statute 282.016 has the authority to prohibit a person or entity from purchasing a tax forfeited property if that person or entity owns property within the county for which there are delinquent taxes owing.

**STRAW BUYERS:**

Straw buyers are prohibited from purchasing or bidding on a tax forfeited property for the previous owner as described in MN Statute 282.241 for an amount less than the sum of all delinquent taxes and assessments computed under MN Statute 282.251, together with penalties, interest, and costs, that accrued or would have accrued if the parcel of land had not forfeited to the state.

**RESTRICTIVE COVENANT:**

Per MN Statute, Secs. 103F.535 and 282.018, Subd. 2

**TITLE:**

The buyer will receive a receipt at the time of sale.

The Department of Revenue will issue a state quitclaim deed after full payment is made. A state deed has the characteristics of a patent from the State of Minnesota.

**BOUNDARIES:**

Redwood County is not responsible for locating boundaries on Tax Forfeited Lands.

**RADON WARNING STATEMENT**

The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified or licensed, if applicable, radon mitigator.

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling.

Redwood County is not aware of any radon testing conducted on any of these properties. No radon records are available and radon concentration levels are unknown. It is not known if a radon mitigation system is in place on any of the properties.

- On motion by Wakefield, second by Van Hee, the Board voted unanimously to approve the following records destruction for the Auditor-Treasurer Office.
  - 1) Account Activity- 2002
  - 2) Daily Cash Checkout Reports- 2016-2017
  - 3) Bank Statement 2014-2016
  - 4) State Tax Abstracts- 2015-2016
  - 5) Tax Calc Totals RE & MH- 2012
  - 6) Delinquent Tax List- 2011-2016
  - 7) Change Tickets- 2020
  - 8) Cash Checkout (Digitized)- 2020-2022
  - 9) Credit Card Statements- 7/2009-2025
  - 10) Warrant Register Claim Forms (Digitized)- 2021-2022
  - 11) Receipts (Digitized)- 2021-2022
  - 12) Property Tax Payment Receipts & Batch Reports (Digitized)- 2022
  - 13) Cost Allocation Books (Maximus)- 2007
  - 14) Cost Allocation Books (Government Management Group)- 2008-2012
  - 15) Investment Records- Maturity or Called date of 2016 or prior.
  - 16) Debt Service Bonds- GO Capital notes, Series 2004A.
  - 17) Bankruptcy Court Correspondence- 2015 and prior.

## **ADMINISTRATION**

- On motion by Groebner, second by Van Hee, in a roll-call vote with Salfer, Wakefield, Forkrud, Van Hee, and Groebner all voting aye. The Board adopted the following Resolution.

## **RESOLUTION RECOMMENDING THAT MITCH KLING AND BILL UFKIN BE APPOINTED TO THE LINCOLN PIPESTONE RURAL WATER SYSTEM BOARD OF COMMISSIONERS**

## **BACKGROUND INFORMATION**

**WHEREAS**, Mitch Kling's 4-year term as a Commissioner on the Lincoln Pipestone Rural Water System (LPRW) Board of Commissioners is scheduled to expire at midnight on December 31, 2023; and

**WHEREAS**, Bill Ufkin's 4-year term as a Commissioner on the LPRW Board of Commissioners is scheduled to expire at midnight on December 31, 2023; and

**WHEREAS**, on June 26, 2023, the LPRW Board of Commissioner unanimously passed a Motion which recommends that Mitch Kling and Bill Ufkin be re-appointed to another 4 year term on the LPRW Board of Commissioners; and

**WHEREAS**, the County Board of Commissioners believes that Mitch Kling and Bill Ufkin are qualified to act as Commissioners on the Lincoln Pipestone Rural Water Board of Commissioners and are worthy of appointment

## **RESOLUTION**

**NOW BE IT NOW RESOLVED**, that the Jackson County Board of Commissioners hereby recommends that Mitch Kling and Bill Ufkin be appointed to the Lincoln Pipestone Rural Water System Board of Commissioners pursuant to and provided for by Minnesota Statutes §116A et seq., for a 4-year term which shall commence on January 1, 2024 and shall expire at midnight on December 31, 2027.

**NOW BE IT NOW RESOLVED**, that the Redwood County Board of Commissioners hereby recommends that Mitch Kling and Bill Ufkin be appointed to the Lincoln Pipestone Rural Water System Board of Commissioners pursuant to and provided for by Minnesota Statutes §116A et seq., for a 4-year term which shall commence on January 1, 2024 and shall expire at midnight on December 31, 2027

- On motion by Wakefield, second by Forkrud, the Board voted unanimously to approve the 2022-2023 Recorder's Annual Compliance Report.
- The Board reviewed the July 2023 Jail Population report.

## **BAKER & TILLY**

- On motion by Wakefield, second by Groebner, in a roll-call vote with Salfer, Van Hee, Forkrud, Wakefield, and Groebner all voting aye, the Board adopted the following Resolution:

RESOLUTION AUTHORIZING  
THE ISSUANCE AND SALE OF GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS,  
SERIES 2023A, SUBJECT TO CERTAIN PARAMETERS;  
FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY;

AND AUTHORIZING A TAX LEVY FOR THE PAYMENT THEREOF

WHEREAS, pursuant to Minnesota Statutes, Chapter 475, as amended, and Minnesota Statutes, Section 373.40 (the "Act"), Redwood County, Minnesota (the "County") is authorized to finance certain capital improvements under an approved capital improvement plan by the issuance of general obligation bonds of the County payable from ad valorem taxes. Capital improvements include acquisition or betterment of public lands, buildings or other improvements within a county for the purpose of a county courthouse, administrative building, health or social service facility, correctional facility, jail, law enforcement center, hospital, morgue, library, park, qualified indoor ice arena, roads and bridges, public works facilities, fairground buildings, and records and data storage facilities, and the acquisition of development rights under Minnesota Statutes, Chapter 84C. Capital improvements do not include a recreation or sports facility building (such as, but not limited to, a gymnasium, ice arena, racquet sports facility, swimming pool, exercise room or health spa), unless the building is part of an outdoor park facility and is incidental to the primary purpose of outdoor recreation.

WHEREAS, the County held a public hearing on August 1, 2023, regarding its 2023 -2027 Redwood County Five Year Capital Improvement Plan (the "Plan") and the issuance of bonds in the maximum principal amount of \$10,200,000 to finance planned capital improvements set forth therein, all in accordance with the Act. The Plan authorizes issuance of bonds to pay the cost of certain capital improvements identified in the Plan, including without limitation improvements to the roads and bridges in the County as set forth therein (the "Improvements").

WHEREAS, the sale of the Bonds will not be awarded to a purchaser unless and until 30 days after the hearing have expired and the County has not received a petition for a referendum on the issuance of bonds to pay costs of the Improvements as required by the Act.

WHEREAS, it is necessary and expedient to the sound financial management of the affairs of the County to issue its General Obligation Capital Improvement Plan Bonds, Series 2023A (the "Bonds"), subject to certain parameters provided herein, in the aggregate principal amount of approximately \$10,200,000 plus the amount of any premium, to finance the Improvements.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners (the "Board") of the County, as follows:

Section 1.     Sale of Bonds.

1.01     Terms of Bond Sale; Notice; Pricing Committee. The County has retained Baker Tilly Municipal Advisors LLC, St. Paul, Minnesota ("Baker Tilly") as an independent municipal advisor, and, pursuant to Minnesota Statutes, Section 475.60, subdivision 2, paragraph 9, Baker

Tilly is hereby authorized to solicit proposals for the Bonds on behalf of the County on a competitive basis without requirement of published notice. The terms of the Bonds and the sale thereof shall be approximately as set forth in

the Terms of Proposal attached as **Exhibit A** hereto, which are hereby approved, as may be adjusted in accordance with the parameters set forth herein. The County hereby determines to sell the Bonds in accordance with the procedures set forth in **Exhibit A**. The County hereby establishes a pricing committee with respect to the sale of the Bonds comprised of the County Board Chair (the "Chair") and the County Administrator (the "Administrator" and together with the Chair, the "Pricing Committee"). The

Pricing Committee is authorized and directed, upon satisfaction of the conditions for the issuance of the Bonds under the Act and with the advice of Baker Tilly, to (i) review proposals for the sale of the Bonds; (ii) award the sale of the Bonds to the prospective purchaser (the "Purchaser"), not later than 90 days from the date hereof, in an aggregate principal amount not to exceed \$10,200,000 plus any premium, with a true interest cost not to exceed 4.00% and a final maturity date not later than February 1, 2034; (iii) approve the dates for optional redemption or any mandatory sinking fund redemption schedule; (iv) approve the tax levy for the repayment of the Bonds; (v) take any other appropriate action with respect to the Bonds. Subject to a determination by the Pricing Committee, the County hereby approves the sale of the Bonds to the Purchaser, at the price, par bond principal amount, maturity schedule, and rates to be determined by the Pricing Committee based on the lowest true interest cost.

1.01 Contract with the Purchaser. Any amount paid by the Purchaser over the minimum purchase price shall be credited to the Debt Service Account of the Fund hereinafter created, or deposited in the Construction Account of the Fund hereinafter created, as determined by the Administrator after consultation with the County's municipal advisor. The Chair and Administrator are authorized to execute a contract with the Purchaser on behalf of the County, if requested by the Purchaser.

1.02 Terms and Principal Amounts of the Bonds. Subject to a determination by the Pricing Committee, the County will forthwith issue and sell the Bonds, pursuant to the Act, in an aggregate principal amount not to exceed \$10,200,000 plus any premium, originally dated the date of issuance, in fully registered form, in denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as determined by the Pricing Committee, and maturing on February 1 in the years and amounts as determined by the Pricing Committee.

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

1.05. Pricing Committee. The Pricing Committee shall meet on September 14, 2023, or another date selected by the Pricing Committee, to award the sale of the Bonds to the Purchaser. Upon awarding the sale of the Bonds, the Pricing Committee shall complete and sign a certificate (the "Pricing Committee Certificate") in substantially the form set forth in **Exhibit C** attached hereto. The

County Administrator is authorized and directed to attach the Pricing Committee Certificate, when complete, to this resolution.

1.06. Mandatory Redemption: Term Bonds. The Bonds may be subject to mandatory sinking fund redemption if so requested by the Purchaser and approved by the Pricing Committee.

Section 2. Registration and Payment.

- 2.01 Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check, draft, or wire issued by the Registrar described herein.
- 2.02 Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2024, to the registered owners of record thereof as of the close of business on the 15<sup>th</sup> day of the immediately preceding month, whether or not that day is a business day.
- 2.03 Registration. The County will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the County and the Registrar with respect thereto are as follows:
- (a) Register. The Registrar will keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of the Bonds and the registration of transfers and exchanges of the Bonds entitled to be registered, transferred or exchanged.
- (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 will 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 15<sup>th</sup> day of the month preceding each interest payment date and until that interest payment date.
- (c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the registered owner's attorney in writing.
- (a) Cancellation. All Bonds surrendered upon a transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the County.
- (b) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer such Bond until the Registrar 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 will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.
- (c) Persons Deemed Owners. The County and the Registrar may treat the person in whose name a Bond, at any time, is registered, as of the applicable record date, in the bond register as the absolute owner of such Bond,

whether such Bond is 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 will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

- (d) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for each transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.
- (e) Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of such mutilated Bond or in lieu of and in substitution for 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 the Registrar that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the County and the Registrar will be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the County. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it will not be necessary to issue a new Bond prior to payment.
- (f) Redemption. In the event any of the Bonds are called for redemption, written notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) at least 30 days prior to the redemption date to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the

specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

- 2.01 Appointment of Initial Registrar. The County hereby appoints U.S. Bank National Association, Saint Paul, Minnesota, as the initial Registrar. The Chair and the Administrator are authorized to execute and deliver, on behalf of the County, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The County agrees to pay the reasonable and customary charges of the Registrar for the services performed. The County reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the Administrator will transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.
- 2.02 Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the Administrator and executed on behalf of the County by the signatures of its Chair and its Administrator, provided that all signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature

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

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form as set forth in **EXHIBIT B.**

3.02 Approving Legal Opinion. The Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which will be complete except as to dating thereof and will cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01 Funds and Accounts. There is hereby created a special fund to be designated the "General Obligation Capital Improvement Plan Bonds, Series 2023A Fund" (the "Fund") to be

administered and maintained by the Auditor/Treasurer as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the County. The Fund shall be maintained in the manner herein specified until the Bonds have been fully paid. There shall be maintained in the Fund two separate accounts, to be designated the "Construction Account" and "Debt Service Account", respectively, to which shall be credited and debited all income and disbursements as hereinafter set forth.

- (i) Construction Account. To the Construction Account there shall be credited the proceeds of the sale of the Bonds, plus any amount over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Construction Account in accordance with Section 1.02, less the appropriations made in paragraph (ii). From the Construction Account there shall be paid the costs and expenses of the Improvements, including the cost of any contracts heretofore let or entered into and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65, and the costs of issuance of the Bonds; and the moneys in said account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of taxes herein levied or covenanted to be levied; and provided further that if upon completion of the Improvements there shall remain any unexpended balance in the Construction Account, the balance may be transferred by the Board to the fund of any other capital improvement undertaken pursuant to the Plan, or used to pay the costs of any other purpose permitted by law.

Debt Service Account. There are hereby irrevocably appropriated and pledged to, and there shall be credited to, the Debt Service Account: (a) the proceeds of the ad valorem taxes herein or hereafter

- (ii) levied (the "Taxes") for the Bonds, (b) capitalized interest financed from Bond proceeds, if any; (c) any amount over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Account in accordance with Section 1.02; (d) all investment earnings on amounts in the Debt Service Account; and (e) any other funds appropriated for the payment of principal or interest on the Bonds. If a payment of principal or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Account to pay the same, the Auditor/Treasurer is directed to pay such principal or interest from the general fund or other funds of the County, and such fund will be reimbursed for those advances out of the proceeds of Taxes when collected.

4.02 Filing. The Administrator, or designee, is authorized and directed to file a certified copy of this resolution and a certificate of the Pricing Committee with the Auditor Treasurer and to obtain the certificate required by Section 475.63 of the Act and the tax levy required by law has been made.

4.03 Tax Levy; Coverage Test.

- (a) To provide moneys for payment of the principal and interest on the Bonds, there is hereby levied upon all of the taxable property in the County a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in

the County. The Taxes will be credited to the Debt Service Account above provided and will be in the years and amounts as to be set for in the certificate of the Pricing Committee.

- (b) The tax levies are such that if collected in full they, together with estimated collections of other revenues herein pledged for the payment of the Bonds, will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies shall be irrevocable so long as any of the Bonds are outstanding and unpaid, provided that the County reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

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

Section 5. Authentication of Transcript.

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

the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the County as to the facts stated therein.

- 5.02 Certification as to Official Statement. The Chair, Administrator, and Auditor/Treasurer or any of them, are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is, as of the date thereof, a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement, as it relates to the County and the Bonds.
- 5.03 Other Certificates. The Chair, Administrator, and Auditor/Treasurer or any of them, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the County or incumbency of its officers, at the closing the Chair, Administrator, and Auditor/Treasurer or any of them, shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Auditor/Treasurer shall also execute and deliver a certificate as to payment for and delivery of the Bonds.
- 5.04 Electronic Signatures. The electronic signature of the Chair, Administrator, and Auditor/Treasurer, or any of them, to this resolution and to any certificate authorized to be executed

hereunder shall be as valid as an original signature of such party and shall be effective to bind the County thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

## Section 6. Tax Covenants.

- 6.01 Tax Exempt Bonds. The County covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds. To that end, the County will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments and limitations on amounts invested at a yield greater than the yield on the Bonds.
- 6.02 Rebate. The County will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds and the rebate of excess investment earnings to the United States (unless the County qualifies for any exception from rebate requirements based on timely expenditure of proceeds of the Bonds, in accordance with the Code and applicable Treasury Regulations).

- 6.03 Not Private Activity Bonds. The County further covenants not to use the proceeds of the Bonds or to cause or permit the facilities financed by the Bonds, or any of them to be used, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.
- 6.04 No Designation of Qualified Tax-Exempt Obligations. The Bonds have not been designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code.
- 6.05 Procedural Requirements. The County will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

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

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

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

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

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

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

Section 8. Continuing Disclosure.

- 8.01 County Compliance with Provisions of Continuing Disclosure Certificate. The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the County to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this section.
- 8.02 Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Chair and the Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

Section 9. Defeasance. When all of the Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the County for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The County may discharge the 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 by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Section 10. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

#### **EXHIBIT A TERMS OF PROPOSAL**

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

#### **TERMS OF PROPOSAL**

##### **\$10,200,000\* REDWOOD COUNTY, MINNESOTA**

##### **GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS, SERIES 2023A (BOOK ENTRY ONLY)**

Proposals for the above-referenced obligations (the "Bonds") will be received by Redwood County, Minnesota (the "County") on Tuesday, September 12, 2023 (the "Sale Date") until 11:00 A.M., Central Time (the "Sale Time") at the offices of Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA"), 30 East 7<sup>th</sup> Street, Suite 3025, Saint Paul, MN 55101, after which time proposals will be opened and tabulated. The Pricing Committee will be empowered to award the Bonds following the opening of proposals.

#### **SUBMISSION OF PROPOSALS**

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

- (a) **Sealed Bidding**. Completed, signed proposals may be submitted to Baker Tilly MA by email to [bids@bakertilly.com](mailto:bids@bakertilly.com), and must be received prior to the Sale Time.

**OR**

- (b) **Electronic Bidding**. Proposals may also be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all proposals submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic*

\*Preliminary; subject to change.

*proposal in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the County, its agents, nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the County, its agents, nor PARITY® shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The County is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY® is not an agent of the County.

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

#### DETAILS OF THE BONDS

The Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing August 1, 2024. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

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

2025	\$790,000	2027	\$950,000	2029	\$1,005,000	2031	\$1,070,000	2033	
					\$1,135,000				
2026	\$920,000	2028	\$975,000	2030	\$1,035,000	2032	\$1,100,000	2034	
					\$1,170,000				

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

#### BOOK ENTRY SYSTEM

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

#### REGISTRAR/PAYING AGENT

The County will name the registrar/paying agent which shall be subject to applicable regulations of the Securities and Exchange Commission. The County will pay for the services of the registrar/paying agent.

#### OPTIONAL REDEMPTION

The County may elect on February 1, 2032, and on any day thereafter, to redeem Bonds due on or after February 1, 2033. Redemption may be in whole or in part and if in part at the option of the County and in such manner as the County shall determine. If less than all Bonds of a maturity are called for redemption, the County will notify DTC

of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

## SECURITY AND PURPOSE

The Bonds will be general obligations of the County for which the County will pledge its full faith and credit and power to levy direct general ad valorem taxes. The proceeds of the Bonds will be used to finance capital improvements within the County as authorized in the County's Capital Improvement Plan for the years 2023 through 2027.

## NOT BANK QUALIFIED TAX-EXEMPT OBLIGATIONS

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

## BIDDING PARAMETERS

Proposals shall be for not less than \$10,200,000 (Par) plus accrued interest, if any, on the total principal amount of the Bonds. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater.

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

No proposal can be withdrawn or amended after the time set for receiving proposals unless award of the Bonds is not made by the Pricing Committee following the opening of proposals, as designated by the County pursuant to a resolution adopted on August 15, 2023. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

## ESTABLISHMENT OF ISSUE PRICE

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

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

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

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

If all of the requirements of a "competitive sale" are not satisfied, the County shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.**

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

#### GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the County in the amount of \$101,500 (the "Deposit") no later than 2:00 P.M., Central Time on the Sale Date. The Purchaser shall be solely responsible for the timely delivery of its Deposit, and neither the County nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the County may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

A Deposit will be considered timely delivered to the County upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Baker Tilly MA following the receipt and

tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

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

#### AWARD

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

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

#### BOND INSURANCE AT PURCHASER'S OPTION

The County has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The County specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the County. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the County) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Bonds.

#### CUSIP NUMBERS

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

#### SETTLEMENT

On or about October 5, 2023, the Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Kennedy & Graven, Chartered of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the County or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the County, or its agents, the Purchaser shall be liable to the County for any loss suffered by the County by reason of the Purchaser's

non-compliance with said terms for payment.

## CONTINUING DISCLOSURE

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

## OFFICIAL STATEMENT

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

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

Dated August 15, 2023, BYORDEROFTHECOUNTYBOARD

## **EXHIBIT B**

### **FORM OF BOND**

UNITED STATES OF AMERICA STATE OF MINNESOTA COUNTY OF REDWOOD

GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BOND, SERIES 2023A

Maturity Date February 1, 20

Date of Original Issue  
2023

REGISTERED OWNER: CEDE&CO

REDWOOD COUNTY, MINNESOTA a duly organized and existing municipal corporation (the "County"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner

specified above or registered assigns, the principal sum set forth above on the Maturity Date specified above, unless called for earlier redemption, with interest thereon from the date hereof at the annual Rate specified above (calculated on the basis of a 360-day year of twelve 30-day months), payable February 1 and August 1 in each year, commencing August 1, 2024, 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 immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check, draft, or wire by U.S. Bank National Association, Saint Paul, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the County have been and are hereby irrevocably pledged.

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

The County Board has not designated the issue of Bonds of which this Bond forms a part as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

This Bond is one of an issue in the aggregate principal amount of \$10,200,000 all of **like**.

original issue date and tenor, except as to number, maturity date, interest rate, denomination, and redemption privilege, all issued pursuant to a resolution adopted by the Board of Commissioners on August 15, 2023 (the "Resolution"), for the purpose of providing money to pay for the cost of

(1) the costs of various capital improvements set forth in the 2023 capital improvement budget of the County, as approved and amended, including the road and bridge projects described in the Capital Improvement Plan, as approved pursuant to Minnesota Statutes, Chapter 475. The principal hereof and the interest hereon are payable from ad valorem taxes levied on all taxable property in the County, all as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the County are irrevocably pledged for payment of this Bond and the Board has obligated itself to levy additional ad valorem taxes on all taxable property in the County in the event of any deficiency in ad valorem taxes pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

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 will be affected by any notice to the contrary.

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

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this Bond, together with all other debts of the County outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional, statutory limitation of indebtedness.

IN WITNESS WHEREOF, Redwood County, Minnesota, by its Board of Commissioners has caused this Bond to be sealed with its official seal or a facsimile thereof, which may be omitted as permitted by law, and to be executed on its behalf by the facsimile signature of the Chair of its Board of Commissioners and its County Administrator.

#### ABBREVIATIONS

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 applicable laws or regulations:

TEN COM - as tenants in common TEN ENT - as tenants by the entireties - as joint tenants with right of survivorship and not as tenants in common UTMA - \_\_\_\_\_ as custodian for \_\_\_\_\_

### **EXHIBIT C**

#### **FORM OF PRICING COMMITTEE CERTIFICATE**

\$10,200,000  
Redwood County, Minnesota  
General Obligation Capital Improvement Plan Bonds, Series  
2023A

#### **PRICING CERTIFICATE**

September 12, 2023

Pursuant to a Resolution adopted by Redwood County, Minnesota (the "County") on August 15, 2023 (the "Resolution"), relating to the \$10,200,000 General Obligation Capital Improvement Plan Bonds, Series 2023A (the "Bonds"), the County delegated to a Pricing Committee consisting of the County Board Chair and the County Administrator the authority, with the advice of Baker Tilly Municipal Advisors LLC, St. Paul, Minnesota, to (i) review proposals for the sale of the Bonds; (ii) award the sale of the Bonds to the prospective purchasers, not later than 90 days after the Resolution, in an aggregate principal amount not to exceed \$10,200,000, plus any premium, with a true interest cost not to exceed 4.00% and a final maturity date not later than February 1, 2034; (iii) approve

the dates for optional redemption or any mandatory sinking fund redemption schedule; and (iv) approve the tax levy for the repayment of the Bonds.

1. Principal Amount of Bonds. The bids received by the Issuer are set forth as **Exhibit A** attached hereto. The offer of \_\_\_\_\_ --- \_\_. \_\_, as syndicate manager] (the "Purchaser") to purchase the Bonds at the rates of interest hereinafter set forth, and to pay therefor the sum of \$\_\_\_\_\_ (the par amount of \$10,200,000 plus [net] original issue [premium][discount] of \$\_\_\_\_\_ and less underwriter's discount in the amount of \$\_\_\_\_\_ plus, accrued interest, if any, to the date of delivery, was determined by the Pricing Committee to be a reasonable offer within the parameters of the Resolution. The sale of the Bonds was awarded to the Purchaser on September 12, 2023, which is within 90 days of the date of the Resolution. The aggregate principal amount of the Bonds is \$10,200,000 (plus an original issue premium of \$\_which does not exceed \$10,200,000, plus premium as authorized by the Resolution.
2. Interest Rates and Maturities. The true interest cost of the Bonds is \_%, which does not exceed 4.00%, as authorized by the Resolution. The Bonds shall mature on February 1 in the years and in the amounts and shall bear interest at the rates per annum set forth below with a final maturity date not later than February 1, 2034, as authorized by the Resolution:
- 3.

<u>Maturity</u> <u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		

1. Tax Levy. For the purpose of paying the principal of and interest on the Bonds, there is levied a direct annual irrepealable ad valorem tax upon all of the taxable property in the County, which will be spread upon the tax rolls and collected with and as part of other general taxes of the County. The tax levy will be in the years and amounts as follows as set forth in **Exhibit B**.
2. Prepayment. The Bonds maturing on February 1, 2033 and thereafter are subject to optional redemption on February 1, 2032, and on any day thereafter, as provided in the Final Official Statement.

STATE OF MINNESOTA COUNTY OF REDWOOD

I, the undersigned, being the duly qualified and acting County Administrator of Redwood County, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the Board of Commissioners held on August 15, 2023, with the original thereof on file in my office on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to setting the parameters for and

authorizing the issuance and sale of General Obligation Capital Improvement Plan Bonds, Series 2023A of the County.

WITNESS My hand officially as such County Administrator and the corporate seal of the County this 15 day of August 2023

#### **INVENERGY**

- Invenergy representatives Monterrosa and Khan gave an overview of the upcoming Purple Skies Wind Energy Project.

#### **EMERGENCY MANAGEMENT**

- On motion by Van Hee, second by Groebner, the Board voted unanimously to approve the Grant agreement with Homeland Security for EMPG funds from 2021 and covers a portion of the salary of the Emergency Management Director in the amount of \$19,875.00.

#### **REDWOOD COUNTY FAIR BOARD**

- Redwood County Fair Board gave an update to the Board on the recent county fair and updates that have been made to the fairgrounds.

#### **ROAD & BRIDGE**

- On motion by Wakefield, second by Van Hee, the Board voted unanimously authorize the Advertising of the Belview/Delhi area maintenance contract to provide various snow removal, grading, and maintenance activities.
- On motion by Forkrud, second by Groebner, in a roll-call vote with Salfer, Van Hee, Wakefield, Groebner, and Forkrud all voting aye, the Board adopted the following Resolution for Extra Wide Driveway Permit:

WHEREAS, it has been necessary to establish a clear policy for allowing placement of extra- large farm and field access approaches onto Redwood County roadways due to changing farm practices; and

WHEREAS, several factors are involved which need to be a matter of public record; and

WHEREAS, wide driveway entrances will restrict the roadbed aggregates from properly draining, thereby weakening the road structure in the spring thaw and during wet times of the year; and

WHEREAS, during heavy rains, water runoff can channelize and erode the existing road shoulder along the wide driveway and create hazardous drop offs; and

WHEREAS, large driveways can reduce snow storage in ditches and may create snow drifting issues on the County Roads.

NOW, THEREFORE BE IT RESOLVED, Redwood County will permit single driveway top widths varying from 41' to 60' and shared driveway top widths varying from 61' to 80'; and

FURTHERMORE, to promote roadbed drainage and road stability, wide entrances must include an edge drain with concrete headwall outlets that will not be crushed by implements; and

FURTHERMORE, all costs associated with said extra wide driveway modification or improvements will be the responsibility of the applicant; and

FURTHERMORE, At the expense of the property owner, Redwood County reserves the right to remove problematic wide driveway entrances to a 40' top width on a single entrance or 60' top width on a double entrance should the large driveway cause reoccurring maintenance or irregular snow drifting issues; and

FURTHERMORE, this policy will apply to the construction of new entrances and to the modification of existing entrances and will be subject to the County Highway Department Extra Wide Entrance Permit requirements including all of the conditions and requirements contained therein.

This Resolution shall be effective immediately and without publication.

- Sellner updated the Board on the status of the 2023 Construction projects.
- Sellner updated the Board on the MnDOT 10-year State and Trunk Highway Projects.

## **ECONOMIC DEVELOPMENT**

- On motion by Wakefield, second by Van Hee, the Board voted unanimously to Authorize the request for a proposal for a comprehensive countywide housing study.
- On motion by Van Hee, second by Wakefield, the Board voted unanimously to approve a 90-day extension for the loan between Westlake Properties, LLC, and Redwood County for the redevelopment of Elm Street Homes in Redwood Falls.

### *Personnel*

- On motion by Forkrud, second by Groebner, the Board voted unanimously to acknowledge the retirement of Jim Goblirsch as FT Highway Maintenance Specialist, effective October 12, 2023.
- On motion by Forkrud, second by Van Hee, the Board voted unanimously to hire Ryan Schweiss as Full-Time Assistant Veteran Services Officer for the Veteran Services Office and placed on the 2023 AFSCME Salary Schedule at Grade10/Step 1 at \$23.11 per hour effective September 1, 2023.

## **COMMISSIONERS**

- Chair Salfer authorized the formation of a Cybersecurity Committee.
- Commissioners reported on meetings they attended.

Salfer: Nurse Family Partnership

Van Hee: EDA, Fair Board, Prime West

Forkrud: Redwood Renville Regional Solid Waste Authority, A.C.E.

Wakefield: Redwood-Cottonwood Rivers Control/Area II

Groebner: Redwood Renville Regional Solid Waste Authority, SWCD

**ADJOURN**

- There being no further business, Chair Salfer declared the meeting adjourned at 11:12 a.m.

Attest: \_\_\_\_\_  
Vicki Kletscher  
County Administration

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Jim Salfer, Chair  
Board of County Commissioners









DRAFT