

**PENNINGTON COUNTY  
BOARD OF COMMISSIONER'S MEETING  
COUNTY BOARD ROOM  
TUESDAY, JANUARY 22<sup>ND</sup>, 5:00 P.M.**

**AGENDA**

- 5:00 Award of Bond Sale  
- RL Watershed Projects 171 & 171A
- 5:05 Scott Sommers – Fiscal Supervisor  
- Human Services Consent Agenda
- 5:15 Ray Kuznia – County Sheriff  
- Emergency Mgmt.
- 5:45 Lori Marquis – Highway Dept. Accountant  
- Highway Dept. Items
- County Auditor's Items

**(This agenda is subject to change)**





*Pennington County Highway Dept.  
County Engineer's Office*

250 125th Avenue NE  
Thief River Falls, MN 56701

Telephone (218) 683-7017  
Fax (218) 683-7016

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## Memo

To: Pennington County Board of Commissioners

From: Mike Flaagan, P.E. <sup>ME</sup>

Date: January 17, 2013

Re: TH 59 Detour

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I will be at the Minnesota County Engineer's Association annual conference next week and will be unable to attend the Board Meeting. I wanted to inform you about MnDOT's request to use CSAH 3 as a detour this summer. The bridge north of Plummer is being replaced and MnDOT plans on detouring traffic from TH 59 onto CSAH 3 to TH 32 for an estimate of 83 days. This is a typical agreement MnDOT has with counties to carry out their program. I do not see an issue with the detour as CSAH 3 is a ten-ton route and would be a capable detour route. Therefore, I recommend that the Board approve the agreement.



**Minnesota Department of Transportation**

**District 2**

3920 Highway 2 West  
Bemidji, MN 56601

Office Phone: 218-755-6500

Fax: 218-755-6512

January 16, 2013

Mike Flaagan  
County Engineer  
250 125<sup>th</sup> Ave. NE  
Thief River Falls, MN 56701

Subject: Proposed Detour Agreement No. 02892 Pennington County  
S.P. 6303-36 (TH 59=174)  
State cost compensation for road life consumed by TH 59 detour.

Dear Mr. Flaagan:

MnDOT District 2 is replacing a bridge along TH 59 in Plummer. As a result of this work, TH 59 will be detoured for an extended period of time using CSAH 3.

The detour has an approximate start date of June 17, 2013 and duration of 83 days. This detour will be maintained at a 10-ton load limit. Over-weight and over-dimensioned vehicles will not be approved by the permit process to use this detour. It has been estimated that the State's cost for road life consumed by the TH 59 detour is \$8,699.95 computed using the "Gas Tax Method" formula.

Enclosed in duplicate are the proposed agreement and a resolution for the county to use along with an additional copy for your records. This agreement provides for payment by the state to the county for road life consumed on the county highways listed above to be used as a Temporary Trunk Highway Detour.

Please present this agreement to the county board for their approval. It is requested that the executed agreements and resolutions including notarization (two originals of each) be forwarded to this office as soon as possible. The actual notarization may be substituted by use of the Official County Seal on the resolution and agreement signature page. A copy will be returned to the county when fully executed.

If you have any additional questions, please contact me at 218-755-6572.

Sincerely,

Michelle Rognerud  
Assistant Traffic Engineer

cc: Maryanne Kelly-Sonnek  
File

An Equal Opportunity Employer



**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
PENNINGTON  
DETOUR AGREEMENT**

**For Trunk Highway No. 59 Detour**

<b>State Project Number (S.P.):</b>	<u>6303-36</u>	<b>Original Amount Encumbered</b>
<b>Trunk Highway Number (T.H.):</b>	<u>T.H. 59=174</u>	<u>\$8,699.95</u>
<b>Federal Project Number:</b>	<u>NHPP 0059(310)</u>	

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Pennington County acting through its Board of Commissioners ("County").

**Recitals**

1. The State is about to perform grading, bituminous surfacing, and bridge replacement construction upon, along and adjacent to T.H. 59 from 0.9 miles north of Plummer to 1.75 miles north of Plummer under State Project No. 6303-36 (T.H. 59=174); and
2. The State requires a detour to carry T.H. 59 traffic on C.S.A.H. 3 during the construction; and
3. The State is willing to reimburse the County for the road life consumed by the detour as hereinafter set forth; and
4. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

**Agreement**

**1. Term of Agreement**

- 1.1 **Effective date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration date.** This Agreement will expire when the State removes all detour signs, returns the temporary trunk highway detour to the County, and pays for the detour compensation.

**2. Agreement between the Parties**

**2.1 Detour**

- A. **Location.** The State will establish the T.H. 59 detour route on the following County road as detailed in the project plans or Special Provisions:  
C.S.A.H. 3 for a total distance of 7.43 miles.
- B. **Axle Loads and Over-Dimension Loads.** The County will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.
- C. **Traffic Control Devices.** The State may install, maintain and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines and necessary messages.
- D. **Detour Maintenance.** The State will perform any necessary bituminous patching and ordinary maintenance on the roadway or shoulder of the County road used for the detour, at no cost or expense to the County. Bituminous patching is defined as any work, including continuous full width overlays, less than 100 feet in

length. All State expenditures beyond those required for bituminous patching and ordinary maintenance will be credited against the road life consumed reimbursement due the County.

E. **Duration.** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2 **Basis of State Cost (Road Life Consumed).** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by Technical Memorandum TM10-09-TS-03.

A. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the County road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour.

B. The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method."

### 3. Payment

3.1 **For Road Life Consumed.** \$8,699.95 is the State's estimated cost for the road life consumed by the detour based on the data below:

<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length</u>	<u>Duration (Days)</u>	<u>Cost</u>
0.00513	2750	7.43	83	\$8,699.95
		Total Road Life Consumed		<u>\$8,699.95</u>

The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

3.2 **Maximum Obligation.** \$22,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

3.3 **Conditions of Payment.** The State will pay the County the State's total road life consumed payment amount after performing the following conditions.

A. Execution of this Agreement and the County's receipt of the executed Agreement.

B. State's encumbrance of the State's total payment amount.

C. State's removal of all detour signs.

D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.

E. State's receipt of a written request from the County, signed by the State District Engineer's authorized representative, for payment.

### 4. Release of Road Restoration Obligations

By accepting the State's road life consumed payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the County road used as a T.H. 59 detour to as good condition as they were before designation as temporary trunk highways.

## 5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

### 5.1 The State's Authorized Representative will be:

Name/Title: Michelle Rognerud, D2 Assistant Traffic Engineer (or successor)  
Address: 3920 Highway 2 W, Bemidji, MN 56601  
Telephone: (218) 755-6572  
Fax: (218) 755-6512  
E-Mail: michelle.rognerud@state.mn.us

### 5.2 The County's Authorized Representative will be:

Name/Title: Mike Flaagan, Pennington County Engineer (or successor)  
Address: 250 125<sup>th</sup> Ave. NE, Thief River Falls, MN 56701  
Telephone: (218) 683-7017  
Fax: (218) 683-7016  
E-Mail: mlflaagan@co.pennington.mn.us

## 6. Assignment; Amendments; Waiver; Contract Complete

**6.1 Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

**6.2 Amendments.** Any amendment 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.

**6.3 Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

**6.4 Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 7. Liability

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

## 8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

## 9. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the County or the State.

**10. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**11. Termination; Suspension**

**11.1 *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

**11.2 *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or 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 County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County 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 this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

**11.3 *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

**12. Force Majeure**

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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

**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and § 16C.05.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Purchase Order: \_\_\_\_\_

**PENNINGTON COUNTY**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

Approved:

By: *Craig S. Callison*  
(District Engineer)

Date: 1/16/12

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With delegated authority)

Date: \_\_\_\_\_

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

**PENNINGTON COUNTY**

**RESOLUTION**

IT IS RESOLVED that Pennington County enters into MnDOT Agreement No. 02892 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use of C.S.A.H. 3 as a detour route during the contract construction to be performed upon, along and adjacent to Trunk Highway No. 59 from 0.9 miles north of Plummer to 1.75 miles north of Plummer under State Project No. 6303-36 (T.H. 59=174).

IT IS FURTHER RESOLVED that the \_\_\_\_\_ and the \_\_\_\_\_  
(Title) are authorized to execute the Agreement and any amendments to the Agreement.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Pennington County at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

NOTARY  
STAMP

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

**From:** Bruce Schwartzman [<mailto:bschwartzman@bkgvgroup.com>]  
**Sent:** Tuesday, January 22, 2013 12:57 PM  
**To:** [ktolson@co.pennington.mn.us](mailto:ktolson@co.pennington.mn.us)  
**Cc:** <[det@mncable.net](mailto:det@mncable.net)>; Skip Swanson  
**Subject:** Pennington County - Courtroom Remodeling Project

Ken,

As a follow up to the County Boards approval to proceed with the project based on a maximum amount of \$250,000 we are starting to further prepare the documents. I am home sick but wanted to get you a tentative schedule and fee summary to help to keep the project moving.

**January 23 to February 6** - Design Phase, we will prepare detailed drawings showing all casework changes and have technology and electrical drawings and draft specifications.

**February 7** - sets will be issued to the County and District Court for review

**February 12** - Update County Board with status, meet with Building Committee and District Court to review the documents.

**February 13 to February 28** - Incorporate any changes requested by the County and or District Court

**March 1** - Issue the documents for bids

**March 12** - Update County Board and pre-construction meeting with prospective bidders

**March 13 to March 18** - prepare and issue any addenda as may be required

**March 21** - receive bids at the County Courthouse (As I mentioned we think that this project could be bid with 2 subcontractors, a millwork company and a technology company that would do the electrical and technology portion)

**March 22 to April 1** - Approve and finalize contracts

**April 1** - Notice to proceed issued

**April 9** - Pre Construction Meeting at site (assume a month for contractors to obtain all materials and be prepared to start construction)

**May 2 to May 17** - Construction (this is tentative and needs to be reviewed with District Court)

**May 16** - Punch List site review and comment on completed work

The total architectural and engineering fees for these services including the services needed by Venue Tech for the court technology portion is \$37,000 plus a not to exceed of \$3,800 for estimated reimbursable expenses. With the fees as quoted the total project will remain within the budget as approved by the County Board on January 8, 2013.

In the next few days I will also issue a summary of the items we discussed in the January Board meeting to prepare and publically present mater planning options of either utilizing the auditorium or constructing an addition to the courthouse.

If you have any questions please don't hesitate to e-mail or call me.

Thank you,

**Bruce Schwartzman, AIA** | Partner | Managing Architect

**BKV Group**

Ph: 612.373.9104 | Mobile No. 612.790.7605

222 North 2<sup>nd</sup> Street, Minneapolis, MN 55401 | Chicago, IL | Washington, DC

Architecture, Interior Design, Landscape Architecture, Engineering | [www.bkvgroup.com](http://www.bkvgroup.com) EOE

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# BOND SALE RESULTS

FOR

**PENNINGTON COUNTY, MINNESOTA**

**\$1,035,000**

**GENERAL OBLIGATION DRAINAGE DITCH  
BONDS, SERIES 2013A**

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45 South 7<sup>th</sup> Street  
Suite 2000  
Minneapolis, MN 55402  
612-851-5900 800-851-2920

January 22, 2013

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**Pennington County, Minnesota**  
**\$1,035,000 General Obligation Drainage Ditch Bonds, Series 2013A**

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**Financing Overview:**

The County anticipates issuing bonds for the following purposes:

1. \$560,000 General Obligation Drainage Ditch Bonds. Pursuant to MN Statutes, Chapter 475 and Sections 103D and 103E, this bond will be issued to finance improvements to Red Lake Watershed District Ditch #14.
2. \$475,000 General Obligation Water Management District Bonds. Pursuant to MN Statutes, Chapter 475 and Sections 103D and 103E, this bond will be issued to finance improvements related to Thief River Falls Flood Reduction Project, RLWD Project No. 171A.

**Summary of Recommended Terms:**

- |                        |  |
|------------------------|--|
| 1. Type of Sale        | Public Offering.   |
| 2. Proposals Received  | Tuesday, January 22, 2013 @ 10:30 A.M.   |
| 3. Board Consideration | Tuesday, January 22, 2013 @ 5:00 P.M.  |
| 4. Repayment Term      | The Bonds will mature annually each February 1, 2014-2033. Interest will be payable August 1, 2013 and semiannually thereafter on February 1 and August 1. |
| 5. Security            | General Obligation pledge of the County, and special assessments.  |
| 6. Prepayment Option   | February 1, 2020 and any date thereafter at a price of par plus accrued interest.  |
| 7. Tax Status          | Kennedy & Graven – Minneapolis, MN   |
| 8. Credit Enhancement  | The County's general obligation debt is currently rated A+ by Standard & Poor's Corporation.   |
| 9. Paying Agent        | Northland Trust Services, Inc.   |

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## **Related Considerations:**

- *Bank Qualified* - because total tax-exempt debt issued by the County in calendar year 2013 is not expected to be more than \$10 million, the bonds will be designated as “bank qualified” obligations pursuant to Federal Tax Law.
  
- *Arbitrage Compliance* –
  - Refunding Fund – All tax exempt issues are subject to federal rebate requirements which require all arbitrage earned to be rebated to the U.S. Treasury. A rebate exemption the County expects to qualify for is the “24-month spend down exemption.”
  
  - Debt Service Fund – The County must maintain a bona fide debt service fund for the bonds or be subject to yield restriction in the debt service fund. A bona fide debt service fund involves an equal matching of revenues to debt service expense with a balance forward permitted equal to the greater of the investment earnings in the fund during that year or 1/12 of the debt service of that year.
  
- *Book Entry* - The Bonds will be *global book entry with Northland Trust Inc. designated as the paying agent*. As “paperless” bonds, you will avoid the costs of bond printing and annual registrar charges. The Paying Agent will invoice you for the interest semiannually and on an annual basis for the principal coming due.
  
- *Continuing Disclosure* - The Series 2013A Bonds are subject to the Securities and Exchange Commission’s limited continuing disclosure requirements.

## EXHIBIT A – Tabulation of Bids

TABULATION OF BIDS  
 PENNINGTON COUNTY, MINNESOTA  
 \$1,035,000\*  
 GENERAL OBLIGATION DRAINAGE DITCH BONDS, SERIES 2013A

AWARD: BOSC, INC  
 DATE OF SALE: TUESDAY, JANUARY 22, 2013  
 S&P RATINGS SERVICES UNDERLYING RATING: A+

BIDDER	ADJUSTED PURCHASE PRICE	NET INTEREST COST	TRUE INTEREST COST (TIC)
BOSC, INC. Milwaukee, WI	\$1,042,928.50	\$283,271.50	2.4223777%
BIDDER	PURCHASE PRICE	NET INTEREST COST	TRUE INTEREST COST (TIC)
BOSC, INC. Milwaukee, WI	\$1,057,954.85	\$292,095.15	2.4351400%
ROBERT W. BAIRD & CO., INC. Milwaukee, WI	\$1,035,474.15	\$343,875.85	2.9113452%

\* Par amount decreased from \$1,050,000 to \$1,035,000.

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## EXHIBIT B – Total Sources and Uses of Funds

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### Total Issue Sources And Uses

Dated 02/01/2013 | Delivered 02/14/2013

	Drainage Ditch #14	Water Management District	Issue Summary
<b>Sources Of Funds</b>			
Par Amount of Bonds	\$560,000.00	\$475,000.00	\$1,035,000.00
Reoffering Premium	10,466.30	8,712.65	19,178.95
Accrued Interest from 02/01/2013 to 02/14/2013	472.60	402.19	874.79
Prepaid Assessments	223,491.82	221,104.07	444,595.89
<b>Total Sources</b>	<b>\$794,430.72</b>	<b>\$705,218.91</b>	<b>\$1,499,649.63</b>
<b>Uses Of Funds</b>			
Total Underwriter's Discount (1.087%)	6,087.20	5,163.25	11,250.45
Costs of Issuance	13,153.74	11,157.18	24,310.92
Deposit to Debt Service Fund	472.60	402.19	874.79
Deposit to Project Construction Fund	772,362.54	686,513.43	1,458,875.97
Deposit to Debt Service - Unused Discount	2,354.64	1,982.86	4,337.50
<b>Total Uses</b>	<b>\$794,430.72</b>	<b>\$705,218.91</b>	<b>\$1,499,649.63</b>

## EXHIBIT C – Debt Service Schedule (All Purposes)

### Debt Service Schedule - All Purposes Combined

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/14/2013	-	-	-	-	-
08/01/2013	-	-	12,112.50	12,112.50	-
02/01/2014	45,000.00	2.000%	12,112.50	57,112.50	69,225.00
08/01/2014	-	-	11,662.50	11,662.50	-
02/01/2015	45,000.00	2.000%	11,662.50	56,662.50	68,325.00
08/01/2015	-	-	11,212.50	11,212.50	-
02/01/2016	45,000.00	2.000%	11,212.50	56,212.50	67,425.00
08/01/2016	-	-	10,762.50	10,762.50	-
02/01/2017	45,000.00	2.000%	10,762.50	55,762.50	66,525.00
08/01/2017	-	-	10,312.50	10,312.50	-
02/01/2018	45,000.00	2.000%	10,312.50	55,312.50	65,625.00
08/01/2018	-	-	9,862.50	9,862.50	-
02/01/2019	45,000.00	2.000%	9,862.50	54,862.50	64,725.00
08/01/2019	-	-	9,412.50	9,412.50	-
02/01/2020	45,000.00	2.000%	9,412.50	54,412.50	63,825.00
08/01/2020	-	-	8,962.50	8,962.50	-
02/01/2021	45,000.00	2.000%	8,962.50	53,962.50	62,925.00
08/01/2021	-	-	8,512.50	8,512.50	-
02/01/2022	50,000.00	2.000%	8,512.50	58,512.50	67,025.00
08/01/2022	-	-	8,012.50	8,012.50	-
02/01/2023	50,000.00	2.000%	8,012.50	58,012.50	66,025.00
08/01/2023	-	-	7,512.50	7,512.50	-
02/01/2024	55,000.00	2.000%	7,512.50	62,512.50	70,025.00
08/01/2024	-	-	6,962.50	6,962.50	-
02/01/2025	55,000.00	2.250%	6,962.50	61,962.50	68,925.00
08/01/2025	-	-	6,343.75	6,343.75	-
02/01/2026	55,000.00	2.250%	6,343.75	61,343.75	67,687.50
08/01/2026	-	-	5,725.00	5,725.00	-
02/01/2027	55,000.00	2.500%	5,725.00	60,725.00	66,450.00
08/01/2027	-	-	5,037.50	5,037.50	-
02/01/2028	55,000.00	2.500%	5,037.50	60,037.50	65,075.00
08/01/2028	-	-	4,350.00	4,350.00	-
02/01/2029	55,000.00	2.750%	4,350.00	59,350.00	63,700.00
08/01/2029	-	-	3,593.75	3,593.75	-
02/01/2030	65,000.00	2.750%	3,593.75	68,593.75	72,187.50
08/01/2030	-	-	2,700.00	2,700.00	-
02/01/2031	65,000.00	3.000%	2,700.00	67,700.00	70,400.00
08/01/2031	-	-	1,725.00	1,725.00	-
02/01/2032	60,000.00	3.000%	1,725.00	61,725.00	63,450.00
08/01/2032	-	-	825.00	825.00	-
02/01/2033	55,000.00	3.000%	825.00	55,825.00	56,650.00
<b>Total</b>	<b>\$1,035,000.00</b>	<b>-</b>	<b>\$291,200.00</b>	<b>\$1,326,200.00</b>	<b>-</b>

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## EXHIBIT C – Debt Service Schedule (cont'd)

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### Debt Service Schedule

Part 2 of 2

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#### Date And Term Structure

Dated	2/01/2013
Delivery Date	2/14/2013
First Coupon Date	8/01/2013
First available call date	2/01/2020
Call Price	100.0000000%
Accrued Interest from 02/01/2013 to 02/14/2013	874.79

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#### Yield Statistics

Bond Year Dollars	\$11,502.63
Average Life	11.114 Years
Average Coupon	2.5315960%
Net Interest Cost (NIC)	2.4626683%
True Interest Cost (TIC)	2.4223777%
All Inclusive Cost (AIC)	2.6734834%

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#### IRS Form 8038

Net Interest Cost	2.3223873%
Weighted Average Maturity	11.075 Years
Bond Yield for Arbitrage Purposes	2.2667489%

---

## EXHIBIT D – Debt Service Schedule (Drainage Ditch Portion)

### Debt Service Schedule - Drainage Ditch

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/14/2013	-	-	-	-	-
08/01/2013	-	-	6,543.75	6,543.75	-
02/01/2014	25,000.00	2.000%	6,543.75	31,543.75	38,087.50
08/01/2014	-	-	6,293.75	6,293.75	-
02/01/2015	25,000.00	2.000%	6,293.75	31,293.75	37,587.50
08/01/2015	-	-	6,043.75	6,043.75	-
02/01/2016	25,000.00	2.000%	6,043.75	31,043.75	37,087.50
08/01/2016	-	-	5,793.75	5,793.75	-
02/01/2017	25,000.00	2.000%	5,793.75	30,793.75	36,587.50
08/01/2017	-	-	5,543.75	5,543.75	-
02/01/2018	25,000.00	2.000%	5,543.75	30,543.75	36,087.50
08/01/2018	-	-	5,293.75	5,293.75	-
02/01/2019	25,000.00	2.000%	5,293.75	30,293.75	35,587.50
08/01/2019	-	-	5,043.75	5,043.75	-
02/01/2020	25,000.00	2.000%	5,043.75	30,043.75	35,087.50
08/01/2020	-	-	4,793.75	4,793.75	-
02/01/2021	25,000.00	2.000%	4,793.75	29,793.75	34,587.50
08/01/2021	-	-	4,543.75	4,543.75	-
02/01/2022	25,000.00	2.000%	4,543.75	29,543.75	34,087.50
08/01/2022	-	-	4,293.75	4,293.75	-
02/01/2023	25,000.00	2.000%	4,293.75	29,293.75	33,587.50
08/01/2023	-	-	4,043.75	4,043.75	-
02/01/2024	30,000.00	2.000%	4,043.75	34,043.75	38,087.50
08/01/2024	-	-	3,743.75	3,743.75	-
02/01/2025	30,000.00	2.250%	3,743.75	33,743.75	37,487.50
08/01/2025	-	-	3,406.25	3,406.25	-
02/01/2026	30,000.00	2.250%	3,406.25	33,406.25	36,812.50
08/01/2026	-	-	3,068.75	3,068.75	-
02/01/2027	30,000.00	2.500%	3,068.75	33,068.75	36,137.50
08/01/2027	-	-	2,693.75	2,693.75	-
02/01/2028	30,000.00	2.500%	2,693.75	32,693.75	35,387.50
08/01/2028	-	-	2,318.75	2,318.75	-
02/01/2029	30,000.00	2.750%	2,318.75	32,318.75	34,637.50
08/01/2029	-	-	1,906.25	1,906.25	-
02/01/2030	35,000.00	2.750%	1,906.25	36,906.25	38,812.50
08/01/2030	-	-	1,425.00	1,425.00	-
02/01/2031	35,000.00	3.000%	1,425.00	36,425.00	37,850.00
08/01/2031	-	-	900.00	900.00	-
02/01/2032	30,000.00	3.000%	900.00	30,900.00	31,800.00
08/01/2032	-	-	450.00	450.00	-
02/01/2033	30,000.00	3.000%	450.00	30,450.00	30,900.00
<b>Total</b>	<b>\$560,000.00</b>	<b>-</b>	<b>\$156,287.50</b>	<b>\$716,287.50</b>	<b>-</b>

**EXHIBIT E – Debt Service Schedule (Water Management District Portion)**

**Debt Service Schedule - Water Management District**

<b>Date</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Total P+I</b>	<b>Fiscal Total</b>
02/14/2013	-	-	-	-	-
08/01/2013	-	-	5,568.75	5,568.75	-
02/01/2014	20,000.00	2.000%	5,568.75	25,568.75	31,137.50
08/01/2014	-	-	5,368.75	5,368.75	-
02/01/2015	20,000.00	2.000%	5,368.75	25,368.75	30,737.50
08/01/2015	-	-	5,168.75	5,168.75	-
02/01/2016	20,000.00	2.000%	5,168.75	25,168.75	30,337.50
08/01/2016	-	-	4,968.75	4,968.75	-
02/01/2017	20,000.00	2.000%	4,968.75	24,968.75	29,937.50
08/01/2017	-	-	4,768.75	4,768.75	-
02/01/2018	20,000.00	2.000%	4,768.75	24,768.75	29,537.50
08/01/2018	-	-	4,568.75	4,568.75	-
02/01/2019	20,000.00	2.000%	4,568.75	24,568.75	29,137.50
08/01/2019	-	-	4,368.75	4,368.75	-
02/01/2020	20,000.00	2.000%	4,368.75	24,368.75	28,737.50
08/01/2020	-	-	4,168.75	4,168.75	-
02/01/2021	20,000.00	2.000%	4,168.75	24,168.75	28,337.50
08/01/2021	-	-	3,968.75	3,968.75	-
02/01/2022	25,000.00	2.000%	3,968.75	28,968.75	32,937.50
08/01/2022	-	-	3,718.75	3,718.75	-
02/01/2023	25,000.00	2.000%	3,718.75	28,718.75	32,437.50
08/01/2023	-	-	3,468.75	3,468.75	-
02/01/2024	25,000.00	2.000%	3,468.75	28,468.75	31,937.50
08/01/2024	-	-	3,218.75	3,218.75	-
02/01/2025	25,000.00	2.250%	3,218.75	28,218.75	31,437.50
08/01/2025	-	-	2,937.50	2,937.50	-
02/01/2026	25,000.00	2.250%	2,937.50	27,937.50	30,875.00
08/01/2026	-	-	2,656.25	2,656.25	-
02/01/2027	25,000.00	2.500%	2,656.25	27,656.25	30,312.50
08/01/2027	-	-	2,343.75	2,343.75	-
02/01/2028	25,000.00	2.500%	2,343.75	27,343.75	29,687.50
08/01/2028	-	-	2,031.25	2,031.25	-
02/01/2029	25,000.00	2.750%	2,031.25	27,031.25	29,062.50
08/01/2029	-	-	1,687.50	1,687.50	-
02/01/2030	30,000.00	2.750%	1,687.50	31,687.50	33,375.00
08/01/2030	-	-	1,275.00	1,275.00	-
02/01/2031	30,000.00	3.000%	1,275.00	31,275.00	32,550.00
08/01/2031	-	-	825.00	825.00	-
02/01/2032	30,000.00	3.000%	825.00	30,825.00	31,650.00
08/01/2032	-	-	375.00	375.00	-
02/01/2033	25,000.00	3.000%	375.00	25,375.00	25,750.00
<b>Total</b>	<b>\$475,000.00</b>	<b>-</b>	<b>\$134,912.50</b>	<b>\$609,912.50</b>	<b>-</b>

## EXHIBIT F – Pricing Summary

### Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price		Dollar Price
02/01/2014	Serial Coupon	2.000%	0.500%	45,000.00	101.440%		45,648.00
02/01/2015	Serial Coupon	2.000%	0.700%	45,000.00	102.531%		46,138.95
02/01/2016	Serial Coupon	2.000%	0.800%	45,000.00	103.507%		46,578.15
02/01/2017	Serial Coupon	2.000%	1.000%	45,000.00	103.876%		46,744.20
02/01/2018	Serial Coupon	2.000%	1.100%	45,000.00	104.335%		46,950.75
02/01/2019	Serial Coupon	2.000%	1.250%	45,000.00	104.297%		46,933.65
02/01/2022	Term 1 Coupon	2.000%	1.650%	140,000.00	102.293%	c	143,210.20
02/01/2024	Term 2 Coupon	2.000%	1.950%	105,000.00	100.323%	c	105,339.15
02/01/2026	Term 3 Coupon	2.250%	2.100%	110,000.00	100.966%	c	111,062.60
02/01/2028	Term 4 Coupon	2.500%	2.300%	110,000.00	101.279%	c	111,406.90
02/01/2030	Term 5 Coupon	2.750%	2.500%	120,000.00	101.588%	c	121,905.60
02/01/2033	Term 6 Coupon	3.000%	2.800%	180,000.00	101.256%	c	182,260.80
<b>Total</b>	-	-	-	<b>\$1,035,000.00</b>	-	-	<b>\$1,054,178.95</b>

### Bid Information

Par Amount of Bonds	\$1,035,000.00
Reoffering Premium or (Discount)	19,178.95
Gross Production	\$1,054,178.95
Total Underwriter's Discount (1.087%)	\$(11,250.45)
Bid (100.766%)	1,042,928.50
Accrued Interest from 02/01/2013 to 02/14/2013	874.79
Total Purchase Price	\$1,043,803.29
Bond Year Dollars	\$11,502.63
Average Life	11.114 Years
Average Coupon	2.5315960%
Net Interest Cost (NIC)	2.4626683%
True Interest Cost (TIC)	2.4223777%

Upcoming Calendar Overview Result Excel

**BOSC, Inc. - Menomonee Falls , WI's Bid**  
**Pennington County**  
**\$1,050,000 General Obligation Drainage Ditch Bonds,**  
**Series 2013A**



For the aggregate principal amount of \$1,050,000.00, we will pay you \$1,057,954.85, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %
02/01/2014	45M	2.0000
02/01/2015	45M	2.0000
02/01/2016	45M	2.0000
02/01/2017	45M	2.0000
02/01/2018	45M	2.0000
02/01/2019	45M	2.0000
02/01/2020		
02/01/2021		
02/01/2022	140M	2.0000
02/01/2023		
02/01/2024	105M	2.0000
02/01/2025		
02/01/2026	110M	2.2500
02/01/2027		
02/01/2028	110M	2.5000
02/01/2029		
02/01/2030	120M	2.7500
02/01/2031		
02/01/2032		
02/01/2033	195M	3.0000

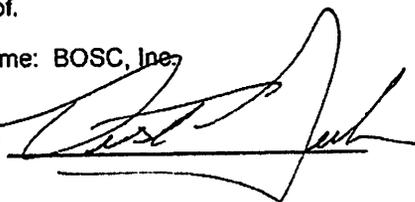
Total Interest Cost: \$300,050.00  
 Premium: \$7,954.85  
 Net Interest Cost: \$292,095.15  
 TIC: 2.435140  
 Time Last Bid Received On: 01/22/2013 9:56:10 CST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Issuer Name: Pennington County, MN

Company Name: BOSC, Inc.

Accepted By: \_\_\_\_\_  
 Chair

Accepted By: 

Accepted By: \_\_\_\_\_  
 County Auditor

Date: January 22, 2013

Date: January 22, 2013

Upcoming Calendar Overview Result Excel

**BOSC, Inc. - Menomonee Falls , WI's Bid**  
**Pennington County**  
**\$1,050,000 General Obligation Drainage Ditch Bonds,**  
**Series 2013A**



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Maturity Date	Amount \$	Coupon %
02/01/2014	45M	2.0000
02/01/2015	45M	2.0000
02/01/2016	45M	2.0000
02/01/2017	45M	2.0000
02/01/2018	45M	2.0000
02/01/2019	45M	2.0000
02/01/2020		
02/01/2021		
02/01/2022	140M	2.0000
02/01/2023		
02/01/2024	105M	2.0000
02/01/2025		
02/01/2026	110M	2.2500
02/01/2027		
02/01/2028	110M	2.5000
02/01/2029		
02/01/2030	120M	2.7500
02/01/2031		
02/01/2032		
02/01/2033	195M	3.0000

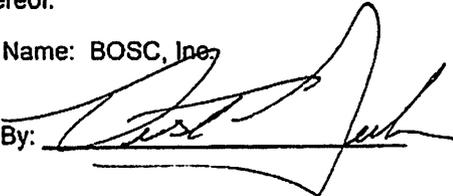
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Accepted By: 

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 County Auditor

Date: January 22, 2013

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Upcoming Calendar Overview Result Excel

**BOSC, Inc. - Menomonee Falls , WI's Bid**  
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**\$1,050,000 General Obligation Drainage Ditch Bonds,**  
**Series 2013A**



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Maturity Date	Amount \$	Coupon %
02/01/2014	45M	2.0000
02/01/2015	45M	2.0000
02/01/2016	45M	2.0000
02/01/2017	45M	2.0000
02/01/2018	45M	2.0000
02/01/2019	45M	2.0000
02/01/2020		
02/01/2021		
02/01/2022	140M	2.0000
02/01/2023		
02/01/2024	105M	2.0000
02/01/2025		
02/01/2026	110M	2.2500
02/01/2027		
02/01/2028	110M	2.5000
02/01/2029		
02/01/2030	120M	2.7500
02/01/2031		
02/01/2032		
02/01/2033	195M	3.0000

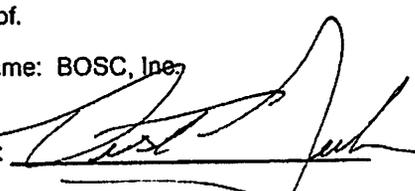
Total Interest Cost: \$300,050.00  
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 TIC: 2.435140  
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Issuer Name: Pennington County, MN

Company Name: BOSC, Inc.

Accepted By: \_\_\_\_\_  
 Chair

Accepted By: 

Accepted By: \_\_\_\_\_  
 County Auditor

Date: January 22, 2013

Date: January 22, 2013

Upcoming Calendar Overview Result Excel

**BOSC, Inc. - Menomonee Falls , WI's Bid**  
**Pennington County**  
**\$1,050,000 General Obligation Drainage Ditch Bonds,**  
**Series 2013A**



For the aggregate principal amount of \$1,050,000.00, we will pay you \$1,057,954.85, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %
02/01/2014	45M	2.0000
02/01/2015	45M	2.0000
02/01/2016	45M	2.0000
02/01/2017	45M	2.0000
02/01/2018	45M	2.0000
02/01/2019	45M	2.0000
02/01/2020		
02/01/2021		
02/01/2022	140M	2.0000
02/01/2023		
02/01/2024	105M	2.0000
02/01/2025		
02/01/2026	110M	2.2500
02/01/2027		
02/01/2028	110M	2.5000
02/01/2029		
02/01/2030	120M	2.7500
02/01/2031		
02/01/2032		
02/01/2033	195M	3.0000

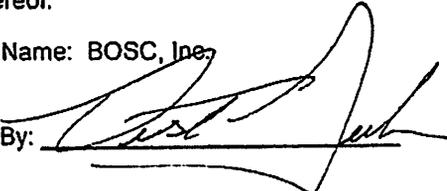
Total Interest Cost: \$300,050.00  
 Premium: \$7,954.85  
 Net Interest Cost: \$292,095.15  
 TIC: 2.435140  
 Time Last Bid Received On: 01/22/2013 9:56:10 CST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Issuer Name: Pennington County, MN

Company Name: BOSC, Inc.

Accepted By: \_\_\_\_\_  
 Chair

Accepted By:  \_\_\_\_\_

Accepted By: \_\_\_\_\_  
 County Auditor

Date: January 22, 2013

Date: January 22, 2013

Extract of Minutes of Meeting  
of the Board of Commissioners of  
Pennington County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the Board of Commissioners of Pennington County, Minnesota, was duly held in the Courthouse in the City of Thief River Falls, Minnesota, on Tuesday, January 22, 2013, commencing at 5:00 P.M.

The following commissioners were present:

and the following were absent:

\* \* \*                      \* \* \*                      \* \* \*

The Chair announced that the next order of business was consideration of the proposals that had been received for the purchase of the County's General Obligation Drainage Ditch Bonds, Series 2013A, in the original aggregate principal amount of \$1,050,000.

The County Auditor presented a tabulation of the proposals that had been received in the manner specified in the Notice of Sale of the Bonds. The proposals are as set forth in EXHIBIT A attached.

After due consideration of the proposals, Commissioner \_\_\_\_\_ then introduced the following resolution and moved its adoption:

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION DRAINAGE DITCH BONDS, SERIES 2013A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,050,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT**

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

Section 1.       Sale of Bonds.

1.01. Authorization of Sale of Bonds. Pursuant to a resolution adopted by the Board of Commissioners of the County (the "Board") on December 27, 2012 (the "Authorizing Resolution"), the Board gave preliminary approval to the issuance of the County's General Obligation Drainage Ditch Bonds, Series 2013A (the "Bonds"). The Bonds will be issued pursuant to the terms of Minnesota Statutes, Chapters 103D, 103E and 475, as amended (collectively, the "Act"), in order to finance the construction of drainage improvements for the Red Lake Watershed District (the "District") to Drainage Ditch No. 14 (Project No. 171) and improvements to the District (Thief River Falls Flood Drainage Reduction Project No. 171A) (collectively, the "Improvements").

1.02. Award to the Purchaser and Interest Rates. The proposal of \_\_\_\_\_ (the "Purchaser") to purchase the Bonds described in the Notice of Sale thereof is found and determined to be a reasonable offer and is accepted, the proposal being to purchase the Bonds at a price of \$\_\_\_\_\_ (par amount of \$1,050,000, [plus original issue premium of \$\_\_\_\_\_,] [less original issue discount of \$\_\_\_\_\_,] less underwriter's discount of \$\_\_\_\_\_), plus accrued interest to date of delivery, if any, for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2014	%	2024	%
2015		2025	
2016		2026	
2017		2027	
2018		2028	
2019		2029	
2020		2030	
2021		2031	
2022		2032	
2023		2033	

Net interest cost: \_\_\_\_\_%

1.03. Purchase Contract. The sum of \$\_\_\_\_\_, being the amount proposed by the Purchaser in excess of \$1,034,250, shall be credited to the Debt Service Fund hereinafter created or deposited in the Construction Fund hereinafter created, as determined by the County Auditor in consultation with the County's financial advisor. The County Auditor is directed to retain the good faith check of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith checks

of the unsuccessful proposers. The Chair and County Auditor are directed to execute a contract with the Purchaser on behalf of the County.

1.04. Terms and Principal Amounts of the Bonds. The County will forthwith issue and sell the Bonds pursuant to the Act in the total principal amount of \$1,050,000, originally dated February 1, 2013, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2014	\$	2024	\$
2015		2025	
2016		2026	
2017		2027	
2018		2028	
2019		2029	
2020		2030	
2021		2031	
2022		2032	
2023		2033	

1.05. Optional Redemption. The County may elect on February 1, 2020, and on any day thereafter to prepay Bonds due on or after February 1, 2021. Redemption may be in whole or in part and if in part, at the option of the County and in such manner as the County will determine. If less than all Bonds of a maturity are called for redemption, the County will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[1.06. Term Bonds. To be completed if Term Bonds are requested by the Purchaser.]

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 or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2013, to the registered owners of record as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day.

2.03. Registration. The County will appoint 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 must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an 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 fifteenth day of the month preceding each interest payment date and until that interest payment date.

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

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the County.

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

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

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

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

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

2.04. Appointment of Initial Registrar. The County appoints Northland Trust Services, Inc., Minneapolis, Minnesota, as the initial Registrar. The Chair and the County Auditor 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 Board, the County Auditor must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

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

2.06. Temporary Bonds. The County may elect to deliver in lieu of printed definitive Bonds one or more typewritten temporary Bonds in substantially the form set forth in EXHIBIT B attached hereto with such changes as may be necessary to reflect more than one maturity in a single temporary bond. Upon the execution and delivery of definitive Bonds the temporary Bonds will be exchanged therefor and cancelled.

Section 3. Form of Bond.

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

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

Section 4. Payment: Security: Pledges and Covenants.

4.01. Debt Service Fund. The Bonds will be payable from the General Obligation Drainage Ditch Bonds, Series 2013A Debt Service Fund (the "Debt Service Fund") hereby created, and the proceeds of special assessments (the "Assessments") levied for the Improvements described in Section 1.01 financed by the Bonds are hereby pledged to the Debt Service Fund. If a payment of principal of or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the County Auditor will pay such principal or interest from the general fund of the County, and the general fund will be reimbursed for such advances out of the proceeds of the Assessments levied by this resolution, when collected. There is hereby appropriated to the Debt Service Fund (i) capitalized interest financed from Bond proceeds, if any; (ii) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03; and (iii) the accrued interest paid by the Purchaser upon closing and delivery of the Bonds, if any.

4.02. Construction Fund. The proceeds of the Bonds, less the appropriations made in Section 4.01, will be deposited in a separate construction fund (the "Construction Fund") to be used solely to defray expenses of the Improvements. When the Improvements are completed and the costs thereof paid, the Construction Fund is to be closed and any funds remaining may be deposited in the Debt Service Fund.

4.03. No Tax Levy Required. It is hereby determined that the estimated collections of Assessments for the payment of the Bonds will produce at least five percent in excess of the amount needed to meet, when due, the principal and interest payments on the Bonds and no tax levy is needed at this time.

4.04. County Covenants with the Holders. It is hereby determined that the Improvements to be financed by the Bonds will directly and indirectly benefit the abutting property, and the County hereby covenants with the holders from time to time of the Bonds as follows:

(a) Levy of Assessments. The County will cause the Assessments for the Improvements to be promptly levied so that the first installment will be collectible not later than 2013 and will take all steps necessary to assure prompt collection, and the levy of the Assessments is hereby authorized. The Board will cause all further actions and proceedings relative to the making and financing of the Improvements financed hereby to be taken with due diligence that are required for the construction of each Improvement financed wholly or partly from the proceeds of the Bonds, and for the final and valid levy of Assessments and the appropriation of any other funds needed to pay the Bonds and interest thereon when due.

(b) Payment of Deficiencies, if Any. In the event of any current or anticipated deficiency in the Assessments, the Board will levy ad valorem taxes in the amount of said current or anticipated deficiency.

(c) Books and Records. The County will keep complete and accurate books and records showing all receipts and disbursements in connection with the Improvements, the Assessments levied therefor and other funds appropriated for their payment, and all collections thereof and disbursements therefrom, moneys on hand and balance of unpaid Assessments.

(d) Annual Audit. The County will cause its books and records to be audited at least annually by qualified public accountants and will furnish copies of such audit reports to any interested person upon request.

4.05. County Auditor Certificate as to Registration. The County Auditor is authorized and directed to file a certified copy of this resolution and to provide the certificate required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

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

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

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

Section 6. Tax Covenant.

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.

6.02. No Rebate Required.

(a) 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 if the Bonds (together with other obligations reasonably expected to be issued in calendar year 2013) exceed the small-issuer exception amount of \$5,000,000.

(b) For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements, the County hereby finds, determines and declares that the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the County (and all subordinate entities of the County) during the calendar year in which the Bonds are issued and outstanding at one time is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

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

6.04. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the County makes the following factual statements and representations:

(a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;

(b) the County hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the County (and all subordinate entities of the County) during calendar year 2013 will not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the County during calendar year 2013 have been designated for purposes of Section 265(b)(3) of the Code.

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

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

7.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each such 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 Auditor of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the County Auditor will promptly deliver a copy of the same to the Registrar and Paying Agent.

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

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

7.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as 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 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. Limited Continuing Disclosure. In order to qualify the Bonds for limited continuing disclosure under paragraph (d)(2) of Securities and Exchange Commission Rules, Section 15c2-12 (the "SEC Rule"), the County makes the following factual statement and representation: As of the date of delivery of the Bonds, the County will not be an obligated person (as defined in paragraph (f) of the SEC Rule) with respect to more than \$10,000,000 in aggregate amount of outstanding municipal securities, including the Bonds and excluding municipal securities that were exempt from the SEC Rule pursuant to paragraph (d)(1) thereof.

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

8.03. 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.

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

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The motion for the adoption of the foregoing resolution was duly seconded by Commissioner \_\_\_\_\_, and 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.

**EXHIBIT A**  
**PROPOSALS**

**EXHIBIT B**  
**FORM OF BOND**

No. R-\_\_\_\_\_ UNITED STATES OF AMERICA \$\_\_\_\_\_

STATE OF MINNESOTA  
COUNTY OF PENNINGTON

GENERAL OBLIGATION DRAINAGE DITCH BOND  
SERIES 2013A

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	February 1, 2013	

Registered Owner: Cede & Co.

Pennington County, Minnesota (the "County"), a duly organized and existing municipal corporation in Minnesota, acknowledges itself to be indebted and for value received promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$\_\_\_\_\_ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable February 1 and August 1 in each year, commencing August 1, 2013, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Northland Trust Services, Inc., Minneapolis, 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, 2020, and on any day thereafter to prepay Bonds due on or after February 1, 2021. 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 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.

This Bond is one of an issue in the aggregate principal amount of \$1,050,000 all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the Board of Commissioners on January 22, 2012 (the "Resolution"), for the purpose of providing money for the construction of assessable improvements to various public drainage ditches within the County, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 103D, 103E and 475, as amended, and the principal hereof and interest hereon are payable primarily from special assessments levied against properties specially benefited by the improvements, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the County are irrevocably pledged for payment of this Bond and the Board of Commissioners has obligated itself to

levy ad valorem taxes on all taxable property in the County in the event of any deficiency in special assessments, 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.

The Board of Commissioners has 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”) relating to disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

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.

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

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

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

Dated: February 1, 2013

**PENNINGTON COUNTY, MINNESOTA**

\_\_\_\_\_  
(Facsimile)  
Chair

\_\_\_\_\_  
(Facsimile)  
County Auditor

**CERTIFICATE OF AUTHENTICATION**

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

**NORTHLAND TRUST SERVICES, INC.**

By \_\_\_\_\_  
Authorized Representative

**ABBREVIATIONS**

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

TEN COM -- as tenants in common

UNIF GIFT MIN ACT  
\_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

TEN ENT -- as tenants by entireties

under Uniform Gifts or Transfers to Minors  
Act, State of \_\_\_\_\_

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

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

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ 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 any change whatever.

Signature Guaranteed:  
  
\_\_\_\_\_

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

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

Name and Address: \_\_\_\_\_

\_\_\_\_\_

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

Please insert social security or other identifying number of assignee

\_\_\_\_\_

\_\_\_\_\_

**PROVISIONS AS TO REGISTRATION**

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

Date of Registration

Registered Owner

Signature of  
Officer of Registrar

Cede & Co.  
Federal ID #13-2555119

\_\_\_\_\_

\_\_\_\_\_



STATE OF MINNESOTA  
COUNTY OF PENNINGTON

CERTIFICATE OF COUNTY AUDITOR  
AS TO REGISTRATION WHERE  
NO AD VALOREM TAX LEVY

I, the undersigned County Auditor of Pennington County, Minnesota (the "County"), hereby certify that a resolution adopted by the Board of Commissioners of the County on January 22, 2013, relating to the County's General Obligation Drainage Ditch Bonds, Series 2013A, in the original aggregate principal amount of \$1,050,000, dated February 1, 2013, has been filed in my office and said obligations have been registered on the register of obligations in my office.

WITNESS My hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2013.

(SEAL)

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County Auditor  
Pennington County, Minnesota

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Deputy

# Pennington County Financial System



ANGIE  
1/18/13 3:01PM

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 1

Print List in Order By: 2 1 - Fund (Page Break by Fund) Page Break By: 1 1 - Page Break by Fund  
2 - Department (Totals by Dept) 2 - Page Break by Dept  
3 - Vendor Number  
4 - Vendor Name

Explode Dist. Formulas Y

Paid on Behalf Of Name  
on Audit List?: N

Type of Audit List: D D - Detailed Audit List  
S - Condensed Audit List

Save Report Options?: N

# Pennington County Financial System



ANGIE  
1/18/13 3:01PM  
1 County Revenue

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 2

	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>On Behalf of Name</u>
				<u>Paid On Bhf #</u>	
3	DEPT				Board County Commissioners
	13344 MAXIMUS INC				
31	01-003-000-0000-6261		3,250.00	11 PREP COUNTY COST 001	CONSULTING & LEGAL SERVICES - BOAR
	13344 MAXIMUS INC		3,250.00	1 Transactions	
	14042 NORTHWEST SERVICE COOPERATIVE				
46	01-003-000-0000-6241		250.00	2013 MEMBERSHIP DUES 25120	DUES - BOARD
	14042 NORTHWEST SERVICE COOPERATIVE		250.00	1 Transactions	
	19048 SWANSON/OLIVER (SKIP)				
30	01-003-000-0000-6330	P	173.06	LODGING - AMC - ST. CLOUD	TRAVEL & EXPENSE
	19048 SWANSON/OLIVER (SKIP)		173.06	1 Transactions	
	20307 TVEITBAKK/DARRYL				
52	01-003-000-0000-6330	P	7.59	MEALS - AMC - ST. CLOUD	TRAVEL & EXPENSE
53	01-003-000-0000-6330	P	10.06	MEALS - AMC - ST. CLOUD	TRAVEL & EXPENSE
	20307 TVEITBAKK/DARRYL		17.65	2 Transactions	
3	DEPT Total:		3,690.71	Board County Commissioners	4 Vendors 5 Transactions
11	DEPT			District Court	
	14411 NANCY HEIN-KOLO, PSYD, LP				
21	01-011-000-0000-6276	P	1,500.00	SEX OFF EVAL 57-CR-12-636	FAMILY EVALUATIONS
	14411 NANCY HEIN-KOLO, PSYD, LP		1,500.00	1 Transactions	
11	DEPT Total:		1,500.00	District Court	1 Vendors 1 Transactions
16	DEPT			Law Library	
	14378 LEXISNEXIS MATTHEW BENDER				
25	01-016-000-0000-6242	P	359.00	DECEMBER SUBSCRIPTIONS	SUBSCRIPTIONS - LAW LIBRARY
	14378 LEXISNEXIS MATTHEW BENDER		359.00	1 Transactions	
	23303 WEST GROUP PAYMENT CENTER				
24	01-016-000-0000-6242	P	614.46	DEC. WEST LAW SELECT - W PACK 826349659	SUBSCRIPTIONS - LAW LIBRARY
	23303 WEST GROUP PAYMENT CENTER		614.46	1 Transactions	
16	DEPT Total:		973.46	Law Library	2 Vendors 2 Transactions

# Pennington County Financial System



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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>On Behalf of Name</u>
				<u>Paid On Bhf #</u>	
41	DEPT				County Auditor
	16027 PENNINGTON COUNTY TREASURER				
43	01-041-000-0000-6300	P	1,105.58	REIMB INSIGHT BILLING	3190 REPAIRS & MAINTENANCE
	16027 PENNINGTON COUNTY TREASURER		1,105.58	1 Transactions	
41	DEPT Total:		1,105.58	County Auditor	1 Vendors 1 Transactions
44	DEPT				County Treasurer
	16027 PENNINGTON COUNTY TREASURER				
45	01-044-000-0000-6300	P	490.00	REIMB INSIGHT BILLING	3193 REPAIRS & MAINTENANCE
	16027 PENNINGTON COUNTY TREASURER		490.00	1 Transactions	
	22301 VISUALGOV SOLUTIONS, LLC				
22	01-044-000-0000-6852	P	45.00	E CHECK FEES OCT - DEC 2012	130110 E-CHECK CHARGES
	22301 VISUALGOV SOLUTIONS, LLC		45.00	1 Transactions	
44	DEPT Total:		535.00	County Treasurer	2 Vendors 2 Transactions
70	DEPT				Data Processing
	13329 MN ENTERPRISE TECHNOLOGY SHARED				
51	01-070-000-0000-6263	P	114.00	DECEMBER SPAM FILTERING	12120516 COMPUTER SERVICES - DP
50	01-070-000-0000-6263	P	1,300.00	DECEMBER FIBER USAGE	DV12120394 COMPUTER SERVICES - DP
	13329 MN ENTERPRISE TECHNOLOGY SHARED		1,414.00	2 Transactions	
70	DEPT Total:		1,414.00	Data Processing	1 Vendors 2 Transactions
91	DEPT				County Attorney
	1393 AMERICINN OF THIEF RIVER FALLS				
48	01-091-000-0000-6261	P	338.40	LODGING - TROXEL CASE	3315 CONSULTING & LEGAL SERVICES-ATTOR
49	01-091-000-0000-6261	P	338.40	LODGING - TROXEL CASE	3317 CONSULTING & LEGAL SERVICES-ATTOR
	1393 AMERICINN OF THIEF RIVER FALLS		676.80	2 Transactions	
	13424 MINNESOTA LAWYER				
33	01-091-000-0000-6240		299.00	1 YEAR SUBSCRIPTIONS	SUBSCRIPTIONS
	13424 MINNESOTA LAWYER		299.00	1 Transactions	
	15317 OWENS/SHIRLEY				
32	01-091-000-0000-6401		10.68	INDEX CARDS FOR ATTY OFFICE	SUPPLIES

# Pennington County Financial System



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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
15317	OWENS/SHIRLEY		10.68		1 Transactions	
20	16027 PENNINGTON COUNTY TREASURER	P	776.67	REIMB INSIGHT BILLING	3188	REPAIRS & MAINTENANCE
	16027 PENNINGTON COUNTY TREASURER		776.67		1 Transactions	
34	18044 ROGALLA/ALAN G		7.73	MEALS - MEETING - BEMIDJI		TRAVEL & EXPENSE
35	18044 ROGALLA/ALAN G		101.70	MILEAGE - MEETING - BEMIDJI		TRAVEL & EXPENSE
	18044 ROGALLA/ALAN G		109.43		2 Transactions	
23	23303 WEST GROUP PAYMENT CENTER	P	365.81	DECEMBER WEST LAW ACCESS	826354939	SUBSCRIPTIONS
	23303 WEST GROUP PAYMENT CENTER		365.81		1 Transactions	
91	DEPT Total:		2,238.39	County Attorney	6 Vendors	8 Transactions
101	DEPT			County Recorder		
42	13322 MINNESOTA STATE TREASURER		12.00	REGISTERED LAND		MISCELLANEOUS EXPENSE - RECORDER
38	13322 MINNESOTA STATE TREASURER		405.00	MARRIAGE SURCHARGE		MARRIAGE SURCHARGES MN - RECORDER
41	13322 MINNESOTA STATE TREASURER		3,192.00	RECORDER & REGISTRAR FEE		STATE SURCHARGES
37	13322 MINNESOTA STATE TREASURER		111.00	CHILDREN'S SURCHARGE		CHILDREN SURCHARGE MN - RECORDER
39	13322 MINNESOTA STATE TREASURER		824.00	BIRTH/DEATH SURCHARGE		BIRTH/DEATH CERTIF SURCHARGE - REC
40	13322 MINNESOTA STATE TREASURER		370.00	BIRTH RECORD SURCHARGE		BIRTH DEFECT SURCHARGE
	13322 MINNESOTA STATE TREASURER		4,914.00		6 Transactions	
47	20027 THE TIMES		17.96	DOWNSIZE PLAT DESCR., COPIES	8513	SUPPLIES - RECORDER
	20027 THE TIMES		17.96		1 Transactions	
101	DEPT Total:		4,931.96	County Recorder	2 Vendors	7 Transactions
132	DEPT			Motor Vehicle		
19	13314 MDRA		334.00	2013 MDRA DUES	DEPUTY 30	DUES - MOTOR VEHICLE
	13314 MDRA		334.00		1 Transactions	

# Pennington County Financial System



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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
44	16027 PENNINGTON COUNTY TREASURER	P	243.33	REIMB INSIGHT BILLING	3192	REPAIRS & MAINTENANCE
	01-132-000-0000-6300					
	16027 PENNINGTON COUNTY TREASURER		243.33	1 Transactions		
132	DEPT Total:		577.33	Motor Vehicle	2 Vendors	2 Transactions
201	DEPT			Sheriff		
	1011 ACE HARDWARE					
75	01-201-000-0000-6405		37.40	EXTENSION CORD	183795	GENERAL SUPPLIES
	1011 ACE HARDWARE		37.40	1 Transactions		
	6315 FALLS RADIATOR SERVICE					
77	01-201-000-0000-6262		125.00	TOW GRAND PRIX 12-3331	52718	OTHER SERVICES
	6315 FALLS RADIATOR SERVICE		125.00	1 Transactions		
999999997	MN SCHOOL OF DIVING					
87	01-201-000-0000-6405		80.65	REPAIR PARTS & LABOR	12310	GENERAL SUPPLIES
999999997	MN SCHOOL OF DIVING		80.65	1 Transactions		
	15329 OIL BOYZ EXPRESS LUBE					
81	01-201-000-0000-6304		52.35	#4 - OIL & FILTER	96345	REPAIR & MAINTENANCE - SQUADS
80	01-201-000-0000-6304		37.74	#7 - OIL & FILTER	96539	REPAIR & MAINTENANCE - SQUADS
	15329 OIL BOYZ EXPRESS LUBE		90.09	2 Transactions		
	16314 PENNINGTON FAST LUBE					
85	01-201-000-0000-6304		33.08	#8 - OIL & FILTER	40878	REPAIR & MAINTENANCE - SQUADS
	16314 PENNINGTON FAST LUBE		33.08	1 Transactions		
	20390 THE SHOP AUTO BODY & TOW SERVICE					
86	01-201-000-0000-6304		529.66	#1 - REPAIR FRONT BUMPER		REPAIR & MAINTENANCE - SQUADS
	20390 THE SHOP AUTO BODY & TOW SERVICE		529.66	1 Transactions		
201	DEPT Total:		895.88	Sheriff	6 Vendors	7 Transactions
203	DEPT			Gun Permits		
	13361 MN BUREAU OF CRIMINAL APPREHENSIC					
79	01-203-000-0000-6801		90.00	9 NEW 57-35		GUN PERMIT - MISC

# Pennington County Financial System



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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	
No. Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
13361 MN BUREAU OF CRIMINAL APPREHENSIC		90.00	1 Transactions		
203 DEPT Total:		90.00	Gun Permits	1 Vendors	1 Transactions
220 DEPT			Law Enforcement - Shared		
999999997 APCO INTERNATIONAL					
88 01-220-000-0000-6207		210.00	MODIFICATION TO CALL SIGN	120210	RADIO
999999997 APCO INTERNATIONAL		210.00	1 Transactions		
19352 STATE OF MN-DEPT OF PUBLIC SAFETY					
78 01-220-000-0000-6203		270.00	CJDN CHARGES - 4TH QUARTER	MN0570000	TELETYPE
19352 STATE OF MN-DEPT OF PUBLIC SAFETY		270.00	1 Transactions		
220 DEPT Total:		480.00	Law Enforcement - Shared	2 Vendors	2 Transactions
251 DEPT			Jail		
1380 A'VIANDS LLC					
55 01-251-000-0000-6427		2,735.72	JAIL MEALS 12/16 TO 12/22	58584	JAIL MEALS
56 01-251-000-0000-6427		2,824.19	JAIL MEALS 12/23 TO 12/23	58585	JAIL MEALS
57 01-251-000-0000-6427		800.38	JAIL MEALS 12/30 TO 12/31	58668	JAIL MEALS
1380 A'VIANDS LLC		6,360.29	3 Transactions		
4004 DYNAMIC IMAGING					
76 01-251-000-0000-6301		2,835.00	MAINTENANCE CONTRACT 2013		MAINTENANCE AGREEMENT
4004 DYNAMIC IMAGING		2,835.00	1 Transactions		
15323 OFFICE DEPOT					
84 01-251-000-0000-6405		41.97	3 MOUSE	638393846001	GENERAL SUPPLIES - JAIL
15323 OFFICE DEPOT		41.97	1 Transactions		
19368 SANFORD CLINIC FARGO REGION					
69 01-251-000-0000-6255	P	29.00	DR-12-351	110212	MEDICAL - LOCAL
19368 SANFORD CLINIC FARGO REGION		29.00	1 Transactions		
19375 SANFORD MEDICAL CENTER TRF					
61 01-251-000-0000-6255	P	76.35	DR-12-255	2075647	MEDICAL - LOCAL
62 01-251-000-0000-6255	P	76.35	DR-12-255	2076772	MEDICAL - LOCAL
63 01-251-000-0000-6255	P	63.30	DR-12-377	2077294	MEDICAL - LOCAL

# Pennington County Financial System



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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	
No. Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
64 01-251-000-0000-6255	P	76.35	DR-12-435	2078890	MEDICAL - LOCAL
65 01-251-000-0000-6255	P	76.35	SR-12-141	2079143	MEDICAL - LOCAL
66 01-251-000-0000-6255	P	54.90	DR-12-435	2079577	MEDICAL - LOCAL
67 01-251-000-0000-6255	P	54.90	DR-12-288	2079578	MEDICAL - LOCAL
68 01-251-000-0000-6255	P	54.90	DR-12-351	2080784	MEDICAL - LOCAL
19375 SANFORD MEDICAL CENTER TRF		533.40			8 Transactions
19377 SANFORD THIEF RIVER FALLS					
70 01-251-000-0000-6255	P	352.24	DR-12-377	102612	MEDICAL - LOCAL
71 01-251-000-0000-6255	P	22.06	DR-12-351	110212	MEDICAL - LOCAL
19377 SANFORD THIEF RIVER FALLS		374.30			2 Transactions
19356 SAYLOR DDS/BENJAMIN A					
59 01-251-000-0000-6255		177.00	DENTIST 12-484	010213	MEDICAL - LOCAL
60 01-251-000-0000-6256		195.00	DENTIST 12-423	010413	MEDICAL - REIMBURSED
58 01-251-000-0000-6255	P	355.00	DENTIST 12-351	120512	MEDICAL - LOCAL
19356 SAYLOR DDS/BENJAMIN A		727.00			3 Transactions
20047 THRIFTY WHITE PHARMACY					
89 01-251-000-0000-6255	P	1.10	PRESCRIPTION 12-484	1242	MEDICAL - LOCAL
91 01-251-000-0000-6256	P	162.86	PRESCRIPTION 12-423	13543	MEDICAL - REIMBURSED
92 01-251-000-0000-6255	P	113.99	PRESCRIPTION 12-447	15166	MEDICAL - LOCAL
93 01-251-000-0000-6255	P	1,232.14	PRESCRIPTION 12-351	24747	MEDICAL - LOCAL
94 01-251-000-0000-6255	P	407.96	PRESCRIPTION 12-429	42576	MEDICAL - LOCAL
95 01-251-000-0000-6255	P	5.99	PRESCRIPTION 12-141	56625	MEDICAL - LOCAL
96 01-251-000-0000-6256	P	100.08	PRESCRIPTION 12-354	56765	MEDICAL - REIMBURSED
97 01-251-000-0000-6256	P	139.80	PRESCRIPTION 12-264	56806	MEDICAL - REIMBURSED
98 01-251-000-0000-6255	P	744.97	PRESCRIPTION 12-288	56823	MEDICAL - LOCAL
99 01-251-000-0000-6255	P	6.99	PRESCRIPTION 12-245	56923	MEDICAL - LOCAL
100 01-251-000-0000-6256	P	90.87	PRESCRIPTION 12-436	57158	MEDICAL - REIMBURSED
101 01-251-000-0000-6255	P	37.95	PRESCRIPTION 12-495	57266	MEDICAL - LOCAL
90 01-251-000-0000-6255	P	21.87	PRESCRIPTION 12-498	7444	MEDICAL - LOCAL
20047 THRIFTY WHITE PHARMACY		3,066.57			13 Transactions
23088 WESTERN CENTRAL JAIL ADMIN ASSN					
72 01-251-000-0000-6245		170.00	JAIL CONF - D STEELE		CONTINUING EDUCATION
73 01-251-000-0000-6245		170.00	JAIL CONF - L TAGGERT		CONTINUING EDUCATION
74 01-251-000-0000-6245		170.00	JAIL CONF - R HOTHUSEN		CONTINUING EDUCATION

# Pennington County Financial System



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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
23088	WESTERN CENTRAL JAIL ADMIN ASSN		510.00		3 Transactions	
251	DEPT Total:		14,477.53	Jail	9 Vendors	35 Transactions
259	DEPT			Canteen Collections		
54	1310 AMERICAN INSTITUTIONAL SUPPLY					
	01-259-000-0000-6405		30.00	500 RAZORS	13875	GENERAL SUPPLIES - CANTEEN
	1310 AMERICAN INSTITUTIONAL SUPPLY		30.00		1 Transactions	
259	DEPT Total:		30.00	Canteen Collections	1 Vendors	1 Transactions
280	DEPT			Civil Defense		
	15323 OFFICE DEPOT					
83	01-280-000-0000-6405		28.79	POCKET FILES	638394201001	GENERAL SUPPLIES
82	01-280-000-0000-6405		132.27	INK CARTRIDGES, ENVELOPES	638529348001	GENERAL SUPPLIES
	15323 OFFICE DEPOT		161.06		2 Transactions	
280	DEPT Total:		161.06	Civil Defense	1 Vendors	2 Transactions
800	DEPT			Social Services Building Complex		
	8385 HEARTLAND PAPER CO					
102	01-800-000-0000-6403		611.72	ROLL TOWEL,B TISSUE,BAG,CLNR,G	G2522801	JANITORIAL SUPPLIES
103	01-800-000-0000-6403		99.28	TRASH BAGS	G2522821	JANITORIAL SUPPLIES
	8385 HEARTLAND PAPER CO		711.00		2 Transactions	
800	DEPT Total:		711.00	Social Services Building Complex	1 Vendors	2 Transactions
801	DEPT			Unallocated Revenue		
	16328 PEPSI COLA BOTTLING CO					
36	01-801-000-0000-6838		153.81	PEPSI PRODUCTS	32307554	POP MACHINE EXPENSE
	16328 PEPSI COLA BOTTLING CO		153.81		1 Transactions	
801	DEPT Total:		153.81	Unallocated Revenue	1 Vendors	1 Transactions
1	Fund Total:		33,965.71	County Revenue		81 Transactions

# Pennington County Financial System



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3 Road & Bridge

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
320	DEPT			Highway Administration		
17	4353 DLT SOLUTIONS		8,053.86	AUTOCAD RENEWAL 2013		FURNITURE & EQUIPMENT
	4353 DLT SOLUTIONS		8,053.86		1 Transactions	
15	8014 HUGOS #7		14.98	ROLLS D2 MEETING		SUPPLIES
	8014 HUGOS #7		14.98		1 Transactions	
5	13368 MN TRANSPORTATION ALLIANCE		1,565.00	2013 DUES		DUES
	13368 MN TRANSPORTATION ALLIANCE		1,565.00		1 Transactions	
12	15051 OFFICE MAX		130.64	TONER, STAPLER		SUPPLIES
13	15051 OFFICE MAX		308.03	CALCULATOR, BANKER BOXES		SUPPLIES
	15051 OFFICE MAX		308.03		2 Transactions	
11	16027 PENNINGTON COUNTY TREASURER	P	200.00	REIMBURSE INSIGHT BILL		COMPUTER SERVICES
	16027 PENNINGTON COUNTY TREASURER		200.00		1 Transactions	
4	21335 UNIVERSITY OF MINNESOTA		145.00	COUNTY ENG CONFERENCE		CONTINUING EDUCATION
	21335 UNIVERSITY OF MINNESOTA		145.00		1 Transactions	
320	DEPT Total:		10,286.87	Highway Administration	6 Vendors	7 Transactions
330	DEPT			Highway Maintenance		
6	18008 RED LAKE ELECTRIC COOPERATIVE	P	56,383.42	LINE MOVES 57-631-05	17380	LINE MOVES & EASEMENTS
	18008 RED LAKE ELECTRIC COOPERATIVE		56,383.42		1 Transactions	
330	DEPT Total:		56,383.42	Highway Maintenance	1 Vendors	1 Transactions
350	DEPT			Equipment & Maintenance Shop		
18	1011 ACE HARDWARE	P	50.41	LT BULBS, TAPE, TOOLS SHOP 500		SHOP SUPPLIES

# Pennington County Financial System



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3 Road & Bridge

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
			Amount		
1011	ACE HARDWARE		50.41	1 Transactions	
16	7309 GRAND FORKS FIRE EQUIPMENT				
	03-350-000-0000-6556		47.03	PLASTIC NOZZLE SHOP 500	7883 SHOP SUPPLIES
	7309 GRAND FORKS FIRE EQUIPMENT		47.03	1 Transactions	
14	9001 INTER COUNTY NURSING				
	03-350-000-0000-6246		180.00	HEP B SHOP BP	SAFETY TRAINING
	9001 INTER COUNTY NURSING		180.00	1 Transactions	
2	13313 MN DEPARTMENT OF AGRICULTURE				
	03-350-000-0000-6553		126.50	SPRAY LICENSE RENEWAL JGKT	BRUSH & WEED CONTROL CHEMICALS
	13313 MN DEPARTMENT OF AGRICULTURE		126.50	1 Transactions	
1	16356 MN PESTISIDE INFORMATION & EDUCAT				
	03-350-000-0000-6553		320.00	SPRAY TRAINING JGKT	BRUSH & WEED CONTROL CHEMICALS
	16356 MN PESTISIDE INFORMATION & EDUCAT		320.00	1 Transactions	
10	16343 PRAXAIR	P			
	03-350-000-0000-6556		16.18	WELDING SUPPLIES	SHOP SUPPLIES
	16343 PRAXAIR		16.18	1 Transactions	
8	18106 RED LAKE COUNTY COOP				
	03-350-000-0000-6418		584.29	PROPANE SHOP 212	28344 PROPANE FOR HEATING SHOPS
7			485.16	PROPANE SHOP 211	28349 PROPANE FOR HEATING SHOPS
9			337.78	PROPANE SHOP 215	30380 PROPANE FOR HEATING SHOPS
	18106 RED LAKE COUNTY COOP		1,407.23	3 Transactions	
3	26301 ZIEGLER, INC.				
	03-350-000-0000-6564		27.55	NIPPLE SEAL UNIT 208	EQUIPMENT REPAIR PARTS
	26301 ZIEGLER, INC.		27.55	1 Transactions	
350	DEPT Total:		2,174.90	Equipment & Maintenance Shop	8 Vendors 10 Transactions
3	Fund Total:		68,845.19	Road & Bridge	18 Transactions

# Pennington County Financial System



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32 Solid Waste Facility

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

<u>Vendor Name</u>		<u>Rpt</u>	<u>Warrant Description</u>		<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
390	DEPT			Score Recycling		
12123	LES'S SANITATION SERVICE					
29	32-390-000-0000-6262	P	871.00	RECYCLING NEWSPAPERS		OTHER SERVICES-SCORE ACCOUNT
12123	LES'S SANITATION SERVICE		871.00	1 Transactions		
13378	NORTHWEST MN HOUSEHOLD					
26	32-390-000-0000-6836	P	885.80	HHW DISPOSAL		HOUSEHOLD HAZARDOUS WASTE OPERA
27	32-390-000-0000-6836		6,455.00	2013 HHW ASSESSMENT		HOUSEHOLD HAZARDOUS WASTE OPERA
28	32-390-000-0000-6836	P	263.00	HHW DISPOSAL		HOUSEHOLD HAZARDOUS WASTE OPERA
13378	NORTHWEST MN HOUSEHOLD		7,603.80	3 Transactions		
390	DEPT Total:		8,474.80	Score Recycling	2 Vendors	4 Transactions
32	Fund Total:		8,474.80	Solid Waste Facility		4 Transactions
	Final Total:		111,285.70	60 Vendors	103 Transactions	

# Pennington County Financial System



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	33,965.71	County Revenue
3	68,845.19	Road & Bridge
32	8,474.80	Solid Waste Facility
All Funds	111,285.70	Total

Approved by, .....

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# Pennington County Financial System



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Print List in Order By: 1  
1 - Fund (Page Break by Fund)  
2 - Department (Totals by Dept)  
3 - Vendor Number  
4 - Vendor Name

Explode Dist. Formulas Y

Paid on Behalf Of Name  
on Audit List?: N

Type of Audit List: D  
D - Detailed Audit List  
S - Condensed Audit List

Save Report Options?: N

# Pennington County Financial System



ANGIE  
1/18/13 3:01PM  
1 County Revenue

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 2

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	Paid On Bhf # On Behalf of Name
15303 OLSON/DAVID				
1 01-251-000-0000-6330		10.24	MEAL FOR R WHITE TRANSPORT	010613 TRAVEL & EXPENSE
2 01-251-000-0000-6330		5.92	MEAL FOR R WHITE TRANSPORT	010613 TRAVEL & EXPENSE
15303 OLSON/DAVID		16.16	2 Transactions	
20307 TVEITBAKK/DARRYL				
3 01-003-000-0000-6103		100.00	PER DIEM - AMC - ST CLOUD	120213 PER DIEMS - BOARD
4 01-003-000-0000-6103		100.00	PER DIEM - AMC - ST CLOUD	120313 PER DIEMS - BOARD
5 01-003-000-0000-6103		100.00	PER DIEM - AMC - ST CLOUD	120413 PER DIEMS - BOARD
20307 TVEITBAKK/DARRYL		300.00	3 Transactions	
1 Fund Total:		316.16	County Revenue	2 Vendors 5 Transactions
Final Total:		316.16	2 Vendors	5 Transactions

# Pennington County Financial System



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
	1	316.16	County Revenue
All Funds		316.16	Total

Approved by, .....

.....

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**OFFICIAL PROCEEDINGS  
PENNINGTON COUNTY BOARD OF COMMISSIONERS  
ORGANIZATIONAL MEETING  
JANUARY 8th, 2013 – 10:00 A.M.**

Pursuant to M.S. 375.07, the Board of Commissioners of Pennington County met in the County Board Room in the Courthouse in Thief River Falls, Minnesota, on Tuesday, January 8th, 2013 at 10:00 a.m. Members present: Oliver “Skip” Swanson, Cody Hempel, Darryl Tveitbakk, Don Jensen and Neil Peterson. Members absent: None.

The County Board proceeded to organize for the year 2013 with the County Auditor assisting by calling for nominations for Chairman. Commissioner Jensen nominated Commissioner Hempel as Chairman for 2013. Commissioner Jensen moved, seconded by Commissioner Peterson, that nominations cease and that a unanimous ballot be cast for Commissioner Hempel as Chairman. Motion unanimously carried.

Commissioner Hempel then called for nominations for Vice-Chairman. Commissioner Tveitbakk nominated Commissioner Peterson as Vice-Chairman. Commissioner Jensen moved, seconded by Commissioner Tveitbakk, that nominations cease and that a unanimous ballot be cast for Commissioner Peterson as Vice-Chairman. Motion unanimously carried.

Moved by Commissioner Tveitbakk, seconded by Commissioner Jensen that the County Board express their appreciation to Commissioner Swanson for serving as Chairman in 2012. Motion carried.

Moved by Commissioner Swanson, seconded by Commissioner Peterson, that the dates for the regular meetings of the Board will be the second Tuesday at 10:00 a.m. and the fourth Tuesday at 5:00 p.m. of each month unless otherwise called, with the exception of the January meeting that is set by law. Motion unanimously carried.

Moved by Commissioner Tveitbakk, seconded by Commissioner Peterson, and pursuant to MS471.96, elected and appointed officials of the County be designated as representatives of the County in their respective State Association and are eligible for reimbursement of expenses by-law with presentation of verified claims. Motion unanimously carried.

Moved by Commissioner Jensen, seconded by Commissioner Peterson, to appropriate and set aside in the Revenue Fund and authorize the Auditor to pay necessary expenses for postage, freight, telephone, water, lights, and other utilities as provided by MS375.16 as amended. Motion unanimously carried.

Moved by Commissioner Tveitbakk , seconded by Commissioner Jensen, that the County Board serve as a whole on the Road, Bridge, and Culvert Committee. Motion unanimously carried.

Moved by Moved by Commissioner Jensen, seconded by Commissioner Peterson, that the Human Services Committee consists of the County Board members and shall serve as a whole on the Human Services Committee. Motion unanimously carried.

Moved by Commissioner Jensen, seconded by Commissioner Peterson, to appoint Commissioner Hempel to the Law Library Committee for 2013. Motion unanimously carried.

Commissioner Swanson introduced the following resolution and moved for its adoption:

**RESOLUTION**

**BE IT RESOLVED** that the official newspaper of Pennington County shall be The Times for the year 2013, published weekly, each Wednesday, in Thief River Falls.

The foregoing resolution was duly seconded by Commissioner Jensen, and upon vote was unanimously adopted.

Moved by Commissioner Jensen, seconded by Commissioner Peterson, that Commissioners Swanson and Tveitbakk, along with Kenneth Olson, are appointed to the Building and Maintenance Committee to oversee the Courthouse; with the addition of Sheriff Kuznia for matters pertaining to the Law Enforcement Center, and Ken Yutrzenka for matters pertaining to the Welfare Building. Motion unanimously carried.

Moved by Commissioner Swanson, seconded by Commissioner Jensen, that Commissioner Peterson and Kenneth Olson be appointed to represent Pennington County on the Thief River Falls Airport Zoning Commission for the year 2013. Motion unanimously carried.

Commissioner Jensen introduced the following resolution and moved its adoption:

**RESOLUTION**

**BE IT RESOLVED**, that pursuant to the by-laws of the Association of Minnesota Counties; the following officers are named delegates of the County of Pennington, to-wit: Commissioners, Engineer, Treasurer, and Auditor. Other officers may be authorized by the Board to attend as non-voting members.

The foregoing resolution was duly seconded by Commissioner Swanson, and upon vote was unanimously carried.

Moved by Commissioner Jensen, seconded by Commissioner Peterson, to appoint Commissioner Hempel to represent Pennington County on the Thief River Falls Chamber of Commerce Board. Motion unanimously carried.

Moved by Commissioner Peterson, seconded by Commissioner Jensen, to appoint Commissioner Swanson to the Inter-County Community Council Board for a one-year term beginning January 1, 2013. Motion unanimously carried.

Moved by Commissioner Swanson, seconded by Commissioner Peterson, that Commissioner Jensen be appointed to the Northwest Regional Development Commission Transportation Committee. Motion unanimously carried.

Moved by Commissioner Swanson, seconded by Commissioner Tveitbakk, to appoint Kenneth Olson as MCCC delegate with Angela Philipp as alternate. Motion unanimously carried.

Moved by Commissioner Swanson, seconded by Commissioner Peterson, to appoint Commissioner Tveitbakk to the Job's Inc. Advisory Board with Commissioner Hempel as alternate. Motion unanimously carried.

Commissioner Jensen moved, seconded by Commissioner Tveitbakk, to appoint Commissioners Hempel and Peterson to serve on the County Extension Committee for 2013. Motion unanimously carried.

Moved by Commissioner Swanson, seconded by Commissioner Jensen, that Commissioner Peterson be appointed to the Pennington County Historical Society Board. Motion unanimously carried.

Moved by Commissioner Swanson, seconded by Commissioner Peterson, that Commissioner Jensen be appointed to the Comprehensive Local Water Plan Joint Powers Board. Motion unanimously carried.

Commissioner Swanson moved, seconded by Commissioner Jensen, to appoint Commissioners Peterson and Tveitbakk to the Solid Waste Committee for 2013. Motion unanimously carried.

Commissioner Swanson moved, seconded by Commissioner Tveitbakk, to appoint Commissioners Peterson and Commissioner Jensen to the Highway Committee for 2013. Motion unanimously carried.

Commissioner Peterson moved, seconded by Commissioner Tveitbakk, to appoint Commissioner Swanson to the Household Hazardous Waste Joint Powers Board with Commissioner Jensen as alternate. Motion unanimously carried.

Commissioner Jensen moved, seconded by Commissioner Peterson that Commissioner Swanson be appointed to the Land of the Dancing Sky Area Agency on Aging Board and Region I Aging Advisory Committee. Motion unanimously carried.

The County Board reviewed the insurance premiums for the County's Workmen's Compensation, Property, Liability and error and omission policies. The insurance policies are all through the Minnesota Counties Intergovernmental Trust. Commissioner Swanson moved, seconded by Commissioner Tveitbakk, to approve the insurance premium rates for 2013 and authorize the County Auditor to pay as presented. Motion unanimously carried.

Commissioner Swanson moved, seconded by Commissioner Tveitbakk, to appoint Commissioner Hempel as Pennington County's representative at the Multi-Events Center meetings. Motion unanimously carried.

Commissioner Tveitbakk moved, seconded by Commissioner Peterson, to re-appoint Kenneth Olson to the Regional Insurance Advisory Board of the Northwest Service Cooperative with Angie Philipp as alternate. Motion unanimously carried.

The County Board reviewed a list of Committee, Boards, and meetings that would allow for a per diem to be paid. Moved by Commissioner Tveitbakk, seconded by Commissioner Swanson, to approve the following list of committees, boards, and meetings as meetings authorized to charge a per diem of attending on behalf of Pennington County. Motion unanimously carried.

- Airport Advisory Committee
- AMC Legislative Review Committee
- Annual Township meetings
- Area Transportation Plan
- Association of Minnesota Counties Meetings
- Budget Committee
- Building and Maintenance Committee
- BWSR Wetland Meetings
- Chamber of Commerce
- Comprehensive Local Water Plan Joint Powers Board
- Extension Committee
- Family Service Collaborative
- Feedlot meetings
- Gravel Tax Committee
- Highway Committee
- Household Hazardous Waste Meetings
- Insurance Committee
- Inter-County Community Council
- Job's Inc. Board
- Joint City/County Meetings
- Juvenile Training Center Board
- Law Enforcement Radio Committee
- Law Enforcement Union Negotiation Committee
- Law Library Committee
- Legislative Hearing & Issues
- Minnesota Rural Counties Caucus
- MNDOT County – Joint Facilities Committee
- Multi-Events Center
- Northern Counties Land Use Coordinating Board
- Northland Community and Technical College
- Northwest Minnesota Joint Powers Board

Northwest Regional Library Board  
Northwest Regional Radio Board  
NWRDC Committee on Aging  
NWRDC Transportation Committee  
Pembina Trail RC&D  
Pennington County Housing Loan Fund  
Pioneer Village Board  
Red Lake Watershed Meetings  
Red River Basin Joint Powers Board  
Red River Valley Development  
Road, Bridge, and Culvert Committee  
Rocksbury Joint Zoning Board  
Solid Waste Committee  
Technology Committee  
Thief River Falls Regional Airport Authority  
Thief River Forward  
Special County Board Meetings  
Thief River Falls Library Board  
Human Service Committee  
Welfare Union Negotiation Committee

Also any other Committees that are established by the County Board or appointments made or meeting attended while representing Pennington County.

Motioned by Commissioner Swanson, seconded by Commissioner Peterson, to appoint Commission Tveitbakk to the Northwest Regional Library Board for 2013. Motion unanimously carried.

Motioned by Commissioner Swanson, seconded by Commissioner Tveitbakk to appoint John W. Johnson to the Northwest Regional Library Board for 2013. Motion unanimously carried.

Motioned by Commissioner Jensen, seconded by Commissioner Tveitbakk, to appoint Commissioner Jensen to the Minnesota Rural Counties Caucus for 2013, with Commissioner Swanson as alternate. Motion unanimously carried.

Motioned by Commissioner Tveitbakk, seconded by Commissioner Peterson, to appoint Commissioners Swanson and Jensen to the Northern Counties Land Use Board for 2013. Motion unanimously carried.

Motioned by Commissioner Jensen, seconded by Commissioner Peterson, to appoint Commissioner Swanson as Pennington County's representative on the Northwest Regional Radio Board with Commissioner Tveitbakk as alternate. Motion unanimously carried.

Motioned by Tveitbakk, seconded by Commissioner Peterson, to appoint Commissioner Swanson to the Pennington County Affordable Housing Fund Advisory Board. Motion unanimously carried.

Motioned by Commissioner Tveitbakk, seconded by Commissioner Peterson to appoint Commissioner Swanson to the Northwest Regional Development Commission Board for a four-year term, effective January 1<sup>st</sup>, 2013. Motion unanimously carried.

The following resolution was motioned by Commissioner Jensen, seconded by Commissioner Peterson, and upon vote was unanimously carried.

**RESOLUTION**

**BE IT RESOLVED**, that an employee that has been given a County vehicle for their use and the employee chooses to use their own vehicle anyway, the employee will not be reimbursed the County mileage rate unless the vehicle assigned to them is inoperable.

**BE IT FURTHER RESOLVED**, that the meal reimbursement for travel outside the County shall not exceed \$15 for breakfast, \$20 for a noon meal and \$30 for an evening meal; that meal reimbursement shall be made for the exact expenditure and not the maximum amount allowed; itemized receipts, not totals receipts, must be attached to the claim form or no reimbursement will be made; no alcoholic beverages or tips will be reimbursed,

**BE IT FURTHER RESOLVED**, that there shall be no reimbursement for meals within the County of Pennington,

**BE IT FURTHER RESOLVED**, that the meal reimbursement without lodging shall be submitted on a claim form, with receipt (s) attached, to be processed through payroll whereby withholding tax and FICA will be deducted and that meal reimbursements with overnight lodging will not enter into the payroll system,

**BE IT FURTHER RESOLVED**, that the County Auditor and Welfare Director are hereby given the authority to adjust the amounts of reimbursement if the above policy is not followed,

**BE IT FURTHER RESOLVED** that this meal and mileage policy shall be effective January 1<sup>st</sup>, 2013 and shall be reviewed at the County Board's discretion.

Motioned by Commissioner Jensen, seconded by Commissioner Peterson, to appoint Commissioner Hempel to the Inter-County Nursing Service Board. Motion unanimously carried.

Motioned by Commissioner Swanson, seconded by Commissioner Peterson, to appoint Commissioners Jensen and Tveitbakk to the Personnel Policy and Labor Negotiation Committee for 2013, with Commissioner Jensen to chair the committee. Motion unanimously carried.

Motioned by Commissioner Tveitbakk, seconded by Commissioner Peterson, to appoint Commissioner Hempel to the Thief River Forward Committee. Motion unanimously carried.

Motioned by Commissioner Jensen, seconded by Commissioner Swanson, to appoint Commissioner Hempel to the Pennington County Safety Committee. Motion unanimously carried.

Motioned by Commissioner Jensen, seconded by Commissioner Peterson, to appoint Commissioners Hempel and Tveitbakk to the Technology Committee. Motion unanimously carried.

Motioned by Commissioner Jensen, seconded by Commissioner Swanson, to appoint Commissioner Peterson to the Gravel Tax Committee. Motion unanimously carried.

Motioned by Commissioner Peterson, seconded by Commissioner Tveitbakk, to appoint Commissioners Jensen and Swanson to the Law Enforcement Committee. Motion unanimously carried.

Motioned by Commissioner Jensen, seconded by Commissioner Swanson, to appoint Commissioner Peterson to the Red River Basin Joint Powers Board. Motion unanimously carried.

Motioned by Commissioner Tveitbakk, seconded by Commissioner Peterson, to appoint Commissioner Swanson to the Thief River Falls/Rocksbury Township Joint Zoning Board. Motion unanimously carried.

Motioned by Commissioner Swanson, seconded by Commissioner Peterson to appoint Commissioner Jensen as Pennington County's representative on the Thief River Falls Regional Airport Board. Motion carried.

Bruce Schwartzman representing the BKV Group presented the Pennington County Facility Assessments Final Report. Kathy Norlock, Court Administrator was also present for this report. Mr. Schwartzman reviewed the report recommendations for the Courtroom Bench and Technology Upgrades. The total estimated project cost is in the range of \$250,000. Moved by Commissioner Tveitbakk, seconded by Commissioner Jensen to proceed with design and construction documents for the courtroom to finalize cost of the project and complete construction with the project not to exceed \$250,000. Motion unanimously carried.

The review of the remaining items on the Pennington County Facility Assessments was held over for later in the meeting.

County Sheriff Ray Kuznia presented a quote from Reliance Telephone, Inc. for purchase and installation of a camera in the old Medical Room for \$545. Commissioner Jensen moved, seconded by Commissioner Peterson to approve installing the camera in the Pennington County Jail Facility as quoted by Reliance Telephone, Inc. Motion unanimously carried.

The Sheriff then presented Stones Mobile Radio Inc.'s proposal to replace the state wide emergency radio base station with a used Motorola MTR 2000 base station that will transmit on the VLAW31 VHF channel. Total cost is \$4,836.23. Commissioner Swanson moved, seconded by Commissioner Jensen to approve the quote of Stones Mobile Radio Inc. for purchase and installation of a used Motorola 2000 base station for the state wide emergency radio system. Motion unanimously carried.

Moved by Commissioner Jensen, seconded by Commissioner Peterson to approve the purchase of three 110 chargers for the Fire Departments walkie talkies at \$160/charger. Motion unanimously carried.

The Sheriff then reviewed correspondence from A'Viands regarding providing meals to the Heritage Center. The proposal includes 20 cents per meal for operating costs and 15 cents per meal for equipment care. Moved by Commissioner Swanson, seconded by Commissioner Jensen to enter into a contract with A'Viands for use of the Law Enforcement Center Kitchen for preparing meals for the Heritage Center as proposed. Motion unanimously carried.

Moved by Commissioner Tveitbakk, seconded by Commissioner Swanson to reissue a warrant to Advance Tire and Auto for lost warrant #166798 issued September 28, 2012 for \$85.00 without furnishing an indemnifying bond. Motion unanimously carried.

Commissioner Jensen moved, seconded by Commissioner Peterson to approve Amendment Number Four to the Food Service Management Agreement Between Pennington County and A'Viands, LLC effective January 1, 2013. Motion unanimously carried.

County Engineer Mike Flaagan presented the Agreement between the Pennington County Joint Use Facility and UCare Minnesota to provide dental service to UCare members via a mobile clinic at the Joint Use Facility during the period October 7<sup>th</sup> thru the 11<sup>th</sup>, 2013. Commissioner Jensen moved, seconded by Commissioner Peterson to approve the agreement with UCare Minnesota. Motion unanimously carried.

The County Engineer noted he had received a petition to clean one mile of County Ditch #41. Estimated cost would be six thousand. Commissioner Jensen moved, seconded by Commissioner Peterson to accept the petition to clean one mile of C.D. #41 and approve the cleaning of the portion of the ditch. Motion carried.

Moved by Commissioner Jensen, seconded by Commissioner Peterson to pay the Transportation Alliance Dues for 2013 in the amount of \$1,565. Motion carried.

The Chairman declared the County Board meeting will recess until 1:00 p.m.

At 1:00 p.m. the County Board meeting was called back into session.

Bruce Schwartzman, BKV Group then reviewed the Auditorium Assessment, Courthouse Mechanical and Electrical Assessment and Courthouse Expansion Option.

It was discussed that a public meeting should be held to provide information to the citizens of Pennington County about these options. Moved by Commissioner Tveitbakk, seconded by Commissioner Peterson, to authorize Bruce Schwartzman, BKV Group to put together supporting information regarding the Final Report on the Pennington County Facility Assessment for a public informational meeting to be held at a future date to be decided. Motion unanimously carried.

Moved by Commissioner Peterson, seconded by Commissioner Tveitbakk, to approve payment of the Human Services warrants totaling \$113,249.96, the Auditor and Manual warrants for December 2012 totaling \$2,727,354.68, and the following Commissioner warrants. Motion carried.

WARRANTS	
County Revenue	\$269,381.15
Road & Bridge	\$23,542.21
Solid Waste Facility	\$1,569.00
Highway Bond Fund	\$130,087.50
Minimum Security Facility	
Bond	\$67,237.50
Ditch Funds	\$23,005.00

Commissioner Peterson moved, seconded by Commissioner Tveitbakk to approve the minutes of December 27<sup>th</sup>, 2012 as written. Motion carried.

The following resolution was introduced by Commissioner Peterson, seconded by Commissioner Jensen and upon vote was unanimously carried.

**RESOLUTION SUPPORTING LOCAL DEPUTY REGISTRAR  
MAINTENANCE OF LOCAL DRIVER LICENSE AND STATE I.D. SERVICES**

**WHEREAS**, the State of Minnesota has long established a public/private deputy registrar system to provide citizens convenient locations to conduct local driver license and title registration services for motor vehicles and DNR recreational vehicles; and,

**WHEREAS**, the State of Minnesota in 1949 established a user service fee on motor vehicle related transactions to be retained by the deputy registrar to cover the costs of providing the local service; and

**WHEREAS**, deputy registrar office is not subsidized by the State of Minnesota and relies solely on this user service fee revenue to maintain their office operation including all salaries, rent, equipment, utilities, and associated office costs; and

**WHEREAS**, the State of Minnesota has shifted increased costs and responsibilities for driver license transactions onto the deputy registrar such as regular replacement schedules of computers and associated electronic equipment, printing of previously supplied state forms, and expanded auditing tasks such as identification triple check and commercial driver medical forms which require additional time and carry additional risks and potential liability for agents that was previously the responsibility of the State; and,

**WHEREAS**, the State of Minnesota requires a 15 year retention schedule of all driver license transaction documents in a secure storage facility at cost to the deputy; and,

**WHEREAS**, Minnesota statute 171.061 subdivision 4 (b) specifically states that the filing fee for driver license transactions by the deputy agent “shall cover all expenses involved in receiving, accepting, or forwarding to the department the applications and fees required”; and,

**WHEREAS**, the user service fee that should fully support the cost for providing driver license transactions no longer covers the operational costs to maintain deputy registrar offices. Public deputy registrars must use property tax levy proceeds to subsidize this service. Rural areas with lower volumes are in jeopardy of losing this service; and,

**WHEREAS**, the last user fee increase for driver license agents was enacted in 2005;

**NOW, THEREFORE, BE IT RESOLVED** the county of Pennington supports the State Legislature in authorizing a user service fee increase in the year 2013 to maintain local driver license and state identification card service to the citizens of Minnesota.

Passed and adopted this 8<sup>th</sup> day of January, 2013.

Chairman Hempel then discussed items he would like to see worked on this year including: Designating unassigned funds, long range staff planning, Department Head Meeting, employee evaluations, and working more efficiently.

Moved by Commissioner Jensen, seconded by Commissioner Tveitbakk to adjourn to 5:00 p.m. January 22<sup>nd</sup>, 2013. Motion carried.