
A TRANSCRIPT OF THE PROCEEDINGS OF A REGULAR MEETING OF THE HUBBARD COUNTY BOARD OF COMMISSIONERS HELD ON DECEMBER 2, 2014, AT 9:00 O'CLOCK A.M.

A regular meeting of the Hubbard County Board of Commissioners was held on December 2, 2014, at 9:04 a.m. with Commissioners Grell, Larson, Stacey and Johannsen and County Coordinator, Debbie Thompson present. Commissioner Dotta was absent.

The Pledge of Allegiance was said by all.

The meeting was called to order by Chairperson, Kathy Grell.

On motion of Mr. Larson, seconded by Mr. Johannsen and carried unanimously with Mr. Dotta absent, the agenda was approved, as submitted.

Public Input: Coordinator, Debbie Thompson introduced Facilities Maintenance Manager, Bobby Wilkins to the Board as well as Commissioners-elect, Vern Massie and Ed Smith. Mr. Wilkins began his duties with the county on December 1, 2014.

On motion of Mr. Johannsen, seconded by Mr. Stacey and carried unanimously with Mr. Dotta absent, the following consent agenda items were approved, after the removal of items eight – fourteen (Items 8 – 14 were added to the Public Works portion of the agenda):

- Approved the minutes of the November 13, 2014, work session;
- Approved the minutes of the November 18, 2014, Regular Meeting;
- Approved the bills & Auditor's Warrants dated November 21, and November 26, 2014;
- Approved the following license applications: **Tobacco** – Dorset Corner Liquors, Becida Bar & Grill, Itasca Junction and Emmaville Store; **3.2** – Hilltop Inn, Hubbard Township and Emmaville Store, Clay Township; **Sunday Liquor** – Becida Bar & Grill, Fern Township, Backwoods Bar & Grill, Rockwood Township and Family Inn, Arago Township; **Off Sale Liquor** – Dorset Corner Liquors, Henrietta Township, Becida Bar & Grill, Fern Township and Backwoods Bar & Grill, Rockwood Township; **Wine** – Hilltop Inn, Hubbard Township and Emmaville Store, Clay Township; and **On Sale Liquor** – Becida Bar & Grill, Fern Township, Backwoods Bar & Grill, Rockwood Township and Family Inn, Arago Township;
- Approved the Social Services bills;
- Adopted **Resolution 12021401** as follows:

RESOLUTION NO. 12021401

WHEREAS, an application to Conduct Annual Off-Site Gambling – LG230 License #A00220 has been received from the American Legion Otto Hendrickson Post 212, 900 E 1st Street, Box 143 Park Rapids, Minnesota, for the conduct of raffles at the southwest corner of Fish Hook Lake in Todd Township in the County of Hubbard on February 7, 2015, and

WHEREAS, the Hubbard County Board of Commissioners has no objection to the granting of said application, now, therefore,

BE IT RESOLVED, that the aforesaid request be, and the same hereby is, approved, and

BE IT FURTHER RESOLVED, that the waiting period prior to consideration of this application, if any, be waived.

- Approved the final payment for SAP 029-618-015, reclaim & bituminous overlay to Tri-City Paving, Little Falls, MN in the amount of \$87,179.37 pending completion of final paper work;
- Approved the final payment for SAP 029-600-011, Haakon Drive in Arago Twp. grade, base & bituminous to Tri-City Paving, Little Falls, MN in the amount of \$8,012.21;
- Adopted **Resolution 12021402** as follows:

RESOLUTION NO. 07011401

WHEREAS, Minnesota Statutes §465.03 provides for acceptance of gifts by the County by resolution of the County Board adopted by a two-thirds majority of the Board and expressing the terms of the gift, and

WHEREAS, Hubbard County's Sheriff's Department has received gifts as follows:

Name	Amount	Donation
Rockwood Township	\$1,000	SS Equipment Fund
Akeley Regional Community Center (ARCC)	\$300	STS Program
Hubbard County Developmental Achievement Center	\$2,000	STS Program

NOW, THEREFORE, BE IT RESOLVED, that the aforesaid gifts are hereby gratefully accepted.

Public Works: Public Works Coordinator, David Olsonawski introduced contracted Surveyor, George E. R. Coulombe to the Board.

Survey Tech II, Ryan Miller and Deputy Surveyor, Mike Branham provided the 2014 Land Survey Department annual report. Mr. Ryan provided information regarding the following: the total number of existing corners within the county, the number of certified corners in progress of being set, the number of new corners completed this year and the number of remaining corners yet to be addressed. He also provided a report of the other major projects worked on in 2014. Commissioner Stacey left the meeting at 9:20 a.m. No Land Survey action was required at this time. Mr. Stacey returned to the meeting at 9:25 a.m.

On motion of Mr. Johannsen, seconded by Mr. Stacey and carried unanimously with Mr. Dotta absent, the Public Works Coordinator was authorized to complete the preparation of documents for advertising and letting for S.A.P. 029-609-020, reclaim and bituminous overlay

on CSAH 9 between CSAH 45 and Cass County line, as discussed.

On motion of Mr. Johannsen, seconded by Mr. Larson and carried unanimously with Mr. Dotta absent, the preparation of the documents for advertising and letting of the C.P. 29-101-04 project for aggregate shoulders, P.M. bituminous overlay on CR 101 from CSAH 9 to US 2 was approved, as presented.

On motion of Mr. Larson, seconded by Mr. Johannsen and carried unanimously with Mr. Dotta absent, the Public Works Coordinator was authorized to accept quotations for equipment rental, gasoline, diesel, culverts, aggregate & bituminous materials, pavement marking, a ½ ton pickup purchase, the purchase of a crack seal rubber tar kettle and signs and posts for 2015 for review by the Board, as discussed.

On motion of Mr. Johannsen, seconded by Mr. Stacey and carried unanimously with Mr. Dotta absent, the attendance of the NACE/APWA Joint Conference in Florida, scheduled in April, 2015, by the Public Works Coordinator/County Engineer was approved with the registration, lodging and parking to be paid by the county.

On motion of Mr. Johannsen, seconded by Mr. Larson and carried unanimously with Mr. Dotta absent, the preparation of the documents for advertising and letting of the C.P. 29-98-15 project was approved for aggregate shoulders, P.M. bituminous overlay on CR 98 from CSAH 9 to CSAH 35, as discussed.

On motion of Mr. Stacey, seconded by Mr. Johannsen and carried unanimously with Mr. Dotta absent, the preparation of the documents for advertising and letting of the C.P. 29-100-15 project was approved for aggregate shoulders, P.M. bituminous overlay on CR 100 from CSAH 16 to 0.5 miles north, as discussed.

On motion of Mr. Larson, seconded by Mr. Johannsen and carried unanimously with Mr. Dotta absent, the preparation of proposals and advertisement of the following projects and/or purchases were approved when ready: liquid chloride, aggregate surfacing contracts (northern part of county), a sign truck purchase, and a tandem snow plow truck purchase.

Mr. Olsonawski, Land Commissioner, Mark Lohmeier and Solid Waste Officer, Jed Nordin provided information regarding the following subjects respectfully, with no action required at this time: the status of the Nevis Shop construction project; the League of MN Cities position regarding forfeiture of city parcels; and an update on necessary Solid Waste garbage truck repairs.

Sheriff: Sheriff Aukes reported the LEC lease of a new copier/fax/scanner by low quote of Liberty Business Systems, Fergus Falls, MN in the amount of \$207.07/month for 63 months. Other options considered had been Marco Inc., Bemidji, MN - \$233.80/month for 60 months and Advanced Business Methods, Fargo, ND - \$330/month for 60 months.

Sheriff Aukes presented the following quotes for the **purchase of overhead cabinets to be installed in the LEC deputy squad room, including delivery and installation:** North

Country Business, Bemidji - \$5,654 and Northern Business Products, St Cloud, MN - \$5,187.76. Discussion followed. On motion of Mr. Larson, seconded by Johannsen and carried unanimously, with Mr. Dotta absent, the purchase in bold by underlined low quote, above was approved with payment to be divided equally between Boat & Water restricted monies and Gun Permit monies.

The Sheriff provided information regarding a possible funding source for the additional Investigator position requested in his 2015 proposed departmental budget. He explained that he had discussions with the Social Services Director regarding his proposed levy request. The Board took the information under advisement for review prior to final budget approval on December 16, 2014.

Finance: On motion of Mr. Johannsen, seconded by Mr. Stacey and carried unanimously with Mr. Dotta absent the 2013 Financial Statement was approved, as recommended by the Auditor, Sandy Rittgers and the signature of same, by the entire Board, was authorized.

Community Health Services (CHS): On motion of Mr. Stacey, seconded by Mr. Johannsen and carried unanimously with Mr. Dotta absent the 2015 Purchase of Service agreement, including Addendum A, with St. Joseph's Hospital for the completion of Public Health Services was approved, as reviewed by the County Attorney as to form, and the Chair was authorized to sign same.

CHS Director, RaeAnn Mayer provided information regarding the following: St. Joseph's participation in a community emergency drill completed on October 30, 2014; statistics of Influenza cases experienced; and a Toward Zero Death program offered within the county. No action was required at this time.

Committee Reports: Commissioners shared information regarding the following committees and/or meetings attended: Kitchigami Regional Library Board; MAHUBE-OTWA; HIP; Heartland Trail Extension meeting; PrimeWest; Township Officers Meeting; NW Regional Radio Board; Mississippi Headwaters Board; Parks & Recreation Board; Heritage Campus; Logo design development meeting and Northwest Juvenile Center meeting. No action was necessary.

Land Records: On motion of Mr. Larson, seconded by Mr. Johannsen and carried unanimously with Mr. Dotta absent, the extension of an invitation to the City of Park Rapids to utilize the County Board Room for the Council meetings was approved and the Environmental Services Office was directed to work out an alternate location, if needed, by the PC/BOA on the 4th Tuesday of any given month.

Assessor, Ginger Woodrum provided information regarding the development of the Xerox Tax/CAMA program and explained the delayed target date of 2018 that will be experienced, with no cost to the county.

Coordinator: Coordinator, Debbie Thompson reminded the Board of the Association

of Minnesota Counties (AMC) Conference to be held December 8, and December 9, 2014.

On motion of Mr. Johannsen, seconded by Mr. Larson and carried unanimously with Mr. Dotta absent, the appointment of Solid Waste Officer, Jed Nordin and Environmental Services Officer, Eric Buitenwerf was approved as AMC voting delegates representing replacements for the District 3 Commissioner and the Coordinator who will be unable to attend the AMC Conference.

Ms. Thompson reported the Employee Wellness Fair that was held on October 29, 2014, was attended by sixty-five (65) employees.

By Consensus of the Board, the presentation of the 2014 Employee Service Awards was scheduled for December 16, 2014, at 9:00 a.m.

On motion of Mr. Johannsen, seconded by Mr. Larson and carried unanimously with Mr. Dotta absent the Board Work Session scheduled for December 11, 2014, was cancelled.

On motion of Mr. Larson, seconded by Mr. Johannsen and carried unanimously, the following schedule for 2015 was adopted: the annual meeting of the Board of Commissioners will be held on January 6, 2015, per MN §375.07 beginning at 9:00 a.m. and the 2015 regular board meetings will be held on January 20, 2015, at 9:00 a.m. and thereafter on the first and third Tuesday of each month beginning at 9:00.

On motion of Mr. Stacey, seconded by Mr. Johannsen and carried unanimously, with Mr. Dotta absent, the 2015 Board Work Sessions were scheduled for the second Tuesday of each month beginning at 9:00 a.m. except the December meeting which will be held on December 10, 2015, due to the 2015 AMC Conference (scheduled for 12/7 and 12/8/15).

On motion of Mr. Johannsen, seconded by Mr. Larson and carried unanimously with Mr. Dotta absent, the 2015 County Board of Appeal and Equalization meeting was scheduled for June 15, 2015, per M.S. §274.14 beginning at 1:00 p.m. and the 2015 Truth in Taxation meeting was scheduled for December 1, 2015, beginning at 6:05 p.m.

On motion of Mr. Larson, seconded by Mr. Johannsen and carried unanimously, the following were approved: the mileage rate was established to be at the 2015 IRS rate effective January 1; the 2015 meal allowance will be the same as 2014: \$7, breakfast; \$10, lunch; \$15 dinner; and each of the commissioners were authorized to appoint a replacement commissioner to attend a 2015 committee meeting in the event they are unable to attend and approved the replacement commissioner receipt of the appropriate per diem etc.

Heritage Living Center (HLC): HLC Nursing Home Administrator, Kurt Hansen and Contegrity Group, Project Manager, Mitch Paulson provided information regarding a cost saving option available to the nursing home construction project. Consideration of the county waiving their solid waste tipping fee, that had been included in a bid received, was requested. Discussion followed. On motion of Mr. Stacey, seconded by Mr. Larson and carried unanimously, the SW tipping fee for HLC demolition waste in connection with the construction project was approved

as discussed, facilitating a reduction in the Gordon Construction of Mahnomen, Inc., Mahnomen, MN bid in the amount of \$43,200.

Mr. Paulson presented the HLC Construction project, **Alternate #2 Service Elevator bid together with the electrical installation**, as follows: ThyssenKrupp Elevator, Fargo, ND - \$82,000 and Davis Electric, Park Rapids - \$2,950. Discussion followed. On motion of Mr. Johannsen, seconded by Mr. Stacey and carried unanimously with Mr. Dotta absent the two projects listed in bold by low underlined quotes above were approved, as recommended by Contegrity Group, Inc.

Upon the recommendation of Mr. Paulson, the Board referred further consideration of the HLC construction project, Alternate #1 Chapel Lighting to a later date. He reported that the engineers did not recommend the deletion of the dehumidifier from the HLC construction project as a feasible option.

On motion of Mr. Johannsen, seconded by Mr. Stacey and carried with Mr. Dotta absent the following resolution was adopted:

RESOLUTION NO.12021403

RESOLUTION AUTHORIZING ISSUANCE, AWARDING THE SALE,
PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE
PAYMENT OF \$10,145,000 TAXABLE GENERAL OBLIGATION NURSING
HOME REVENUE BONDS, SERIES 2014

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

Authorization and Sale.

Authorization. Pursuant to the provisions of Minnesota Statutes Chapter 475 and Sections 376.55 and 376.56, the County is authorized to issue bonds for the purpose of financing a portion of the costs of construction of a replacement nursing home facility (the Facility) located in the County. The construction of the Facility will not increase the total number of accommodations for residents in all nursing homes in the County. The Board hereby determines it is in the best interest of the County to authorize the issuance and sale of \$10,145,000 Taxable General Obligation Nursing Home Revenue Bonds, Series 2014 (the Bonds) to finance a portion of the costs of the Facility and to pay costs of issuance of the Bonds.

Sale. The County has retained Public Financial Management, Inc., as its independent financial advisor in connection with the sale of the Bonds. Pursuant to Minnesota Statutes, Section 475.60, subdivision 2, paragraph (9), the requirements as to public sale do not apply to the issuance of the Bonds. The Board has received an offer from Northland Securities, Inc., in Minneapolis, Minnesota (the Purchaser), to purchase the Bonds at a price of \$10,004,133.41 on the further terms and conditions hereinafter set forth. The proposal is hereby accepted, and the Chairperson and County Coordinator are hereby authorized and

directed on behalf of the County to execute a contract for the sale of the Bonds with the Purchaser. The good faith deposit of the Purchaser shall be retained and deposited by the County until the Bonds have been delivered and shall be deducted from the purchase price paid at settlement.

Issuance of Bonds. 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 precedent to the valid issuance of the Bonds having been done, existing, having happened and having been performed, it is now necessary for this Board to establish the form and terms of the Bonds, to provide for the security thereof and to issue the Bonds forthwith.

Definitions. The following terms shall for all purposes of this resolution have the meanings hereinafter specified, unless the context clearly otherwise requires:

Gross Revenues: the entire income and revenues of the Facility, excluding grants, donations and subsidies by the County.

Net Revenues: for any period of calculation, the excess of the Gross Revenues of the Facility over its Operating Expenses.

Operating Expenses: for any period of calculation, the total operating expenses of the Facility determined in accordance with generally accepted accounting principles, including a reasonable reserve therefor.

Bond Terms, Registration; Execution and Delivery.

Maturities; Interest Rates; Denominations; Payment and Dates. The Bonds shall be dated, as originally issued, as of December 16, 2014, shall be in the denomination of \$5,000 each, or any integral multiple thereof, shall mature on October 1 in the years and amounts set forth below, and shall bear interest from the date of issue until paid or duly called for redemption at the annual rates set forth opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2018	\$250,000	1.500%	2025	\$ 415,000	3.250%
2019	250,000	1.900	2027	865,000	3.500
2020	250,000	2.200	2029	930,000	3.800
2021	120,000	2.500	2031	1,010,000	4.000
2022	335,000	2.700	2035	2,275,000	4.200
2023	370,000	2.900	2039	2,685,000	4.500
2024	390,000	3.000			

The Bonds shall be issuable only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof shall be payable by check or draft issued by the Registrar described herein. Upon the original issuance of the Bonds to the Purchaser

2026	\$425,000
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The remaining \$440,000 stated principal amount of such Bonds shall be paid at maturity on October 1, 2027.

Term Bonds Maturing October 1, 2029

<u>Year</u>	<u>Principal Amount</u>
2028	\$455,000

The remaining \$475,000 stated principal amount of such Bonds shall be paid at maturity on October 1, 2029.

Term Bonds Maturing October 1, 2031

<u>Year</u>	<u>Principal Amount</u>
2030	\$495,000

The remaining \$515,000 stated principal amount of such Bonds shall be paid at maturity on October 1, 2031.

Term Bonds Maturing October 1, 2035

<u>Year</u>	<u>Principal Amount</u>
2032	\$535,000
2033	555,000
2034	580,000

The remaining \$605,000 stated principal amount of such Bonds shall be paid at maturity on October 1, 2035.

Term Bonds Maturing October 1, 2039

<u>Year</u>	<u>Principal Amount</u>
2036	\$630,000
2037	655,000
2038	685,000

The remaining \$715,000 stated principal amount of such Bonds shall be paid at maturity on October 1, 2039.

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

Appointment of Initial Registrar. The County hereby appoints U. S. Bank National Association, St. Paul, Minnesota, as the initial bond registrar, transfer agent and paying agent

(the 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 any Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar.

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

Register. The Registrar shall keep a Bond Register (the Bond Register) in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

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

Exchange of Bonds. Whenever any Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver one or more new Bonds of a like series, aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney duly authorized in writing.

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

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

Persons Deemed Owners. The County and the Registrar may treat the person in whose name any Bond is at any time registered in the Bond Register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and

for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the County upon such Bond to the extent of the sum or sums so paid.

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

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

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

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

Preparation and Delivery. The Bonds shall be prepared under the direction of the County Coordinator and shall be executed on behalf of the County by the signatures of the Chairperson of the County Board and the County Coordinator, provided that said signatures may be printed, engraved, or lithographed facsimiles of the originals. In case any officer whose signature, or a facsimile of whose signature, shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this

Resolution. When the Bonds have been prepared, executed and authenticated, they shall be delivered by the County Coordinator to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

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

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

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

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

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

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

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the County may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the County shall be affected by any notice to the contrary. Neither the Registrar nor the County shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC’s Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the County’s obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person

other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the County to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

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

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

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

2.08 Form of Bonds. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF HUBBARD

TAXABLE GENERAL OBLIGATION NURSING HOME REVENUE BOND
SERIES 2014

R-__ \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
%	October 1, 20__	December 16, 2014	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

HUBBARD COUNTY, MINNESOTA (the County), acknowledges itself to be indebted and for value received hereby promises to pay to the registered owner specified above, or registered assigns, the principal sum specified above on the maturity date specified above, with interest thereon from the date of original issue specified above, or from the most recent date to which interest has been paid or duly provided for, at the annual rate specified above, payable on April 1 and October 1 of each year, commencing April 1, 2015 (each such date, an Interest Payment Date), all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond before maturity, 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, all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond before maturity. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank National Association, as registrar and paying agent (the Registrar), 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.

This Bond is one of an issue in the aggregate principal amount of \$10,145,000 (the Bonds), issued pursuant to a resolution adopted by the Board of County Commissioners on December 2, 2014 (the Resolution) to finance a portion of the costs of construction of a replacement nursing home facility (the Facility) located in the County, and is issued pursuant to and in full conformity with the provisions of the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475 and Sections 376.55 and 376.56. The Bonds are issuable only in fully registered form, in denominations of \$5,000 or any integral multiple thereof, of single maturities.

Bonds having stated maturity dates in 2025 and later years are each subject to redemption and prepayment at the option of the County, in whole or in part, and if in part in

inverse order of maturity dates and by lot as selected by the Registrar in multiples of \$5,000 for Bonds maturing on the same date, on October 1, 2024, and on any date thereafter, at a price equal to 100% of the principal amount thereof plus interest accrued to the date of redemption. Prior to the date specified for the redemption of any Bond prior to its stated maturity date, the County will cause notice of the call for redemption to be published as required by law and, at least thirty days prior to the date specified for redemption, will cause notice of the call thereof to be mailed, by first class mail, to the registered owner of any Bond to be redeemed at the owner's address as it appears on the bond register maintained by the Registrar, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the County shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

Bonds maturing in 2022 and later years shall be subject to redemption and prepayment at the option of the County, in whole or in such part as the County shall select in multiples of \$5,000 as to Bonds maturing on the same date, on October 1, 2021, and on any date thereafter, at a price equal to 100% of the principal amount thereof plus accrued interest to the date of redemption, in the event that the County appropriates funds in an amount of \$2,000,000 or greater for the purpose of redeeming Bonds. Notice of redemption shall be given as provided in the preceding paragraph.

Bonds maturing on October 1, 2027, 2029, 2031, 2035, and 2039 (the Term Bonds) shall be subject to mandatory redemption prior to maturity pursuant to the sinking fund requirements set forth herein at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Registrar shall select for redemption, by lot or other manner deemed fair, on October 1 in each of the following years the following stated principal amounts of such Bonds:

Term Bonds Maturing October 1, 2027

<u>Year</u>	<u>Principal Amount</u>
2026	\$425,000

The remaining \$440,000 stated principal amount of such Bonds shall be paid at maturity on October 1, 2027.

Term Bonds Maturing October 1, 2029

<u>Year</u>	<u>Principal Amount</u>
2028	\$455,000

The remaining \$475,000 stated principal amount of such Bonds shall be paid at maturity on October 1, 2029.

Term Bonds Maturing October 1, 2031

<u>Year</u>	<u>Principal Amount</u>
2030	\$495,000

The remaining \$515,000 stated principal amount of such Bonds shall be paid at maturity on October 1, 2031.

Term Bonds Maturing October 1, 2035

<u>Year</u>	<u>Principal Amount</u>
2032	\$535,000
2033	555,000
2034	580,000

The remaining \$605,000 stated principal amount of such Bonds shall be paid at maturity on October 1, 2035.

Term Bonds Maturing October 1, 2039

<u>Year</u>	<u>Principal Amount</u>
2036	\$630,000
2037	655,000
2038	685,000

The remaining \$715,000 stated principal amount of such Bonds shall be paid at maturity on October 1, 2039.

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

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

The County and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the

purpose of receiving payment and for all other purposes, and neither the County nor the Registrar shall be affected by any notice to the contrary.

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

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 precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the County in accordance with its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that the County has appropriated the proceeds of the Bonds, together with such other legally available funds of the County as may be required to pay costs of the project to be financed with proceeds of the Bonds; that by the Resolution the County has made and entered into covenants with the holders of all Bonds which will be fully and promptly performed by the County and all of its officers and employees, including a covenant that to the extent permitted by applicable laws the County will establish and maintain charges, fees and rentals for services and commodities furnished and made available by the Facility, in accordance with schedules such that the gross revenues therefrom will be at all times sufficient to pay all current costs of operation, administration and maintenance of the Facility, including a reasonable working capital and reserves for recurring expenses, and net revenues in excess of these requirements, sufficient to pay, when due, the principal of and interest on all bonds payable from such revenues, including the Bonds and any debt senior or subordinate thereto which may hereafter be issued; that the County has pledged to the payment of principal and interest on the Bonds when due, subject to any pledge thereof to debt secured by such revenues on a senior basis to the Bonds, the net revenues of the Facility, which revenues are estimated to be sufficient to produce sums not less than 5% in excess of such principal and interest, that and to the extent that such revenues are insufficient, the County will levy, and is required by law to levy, ad valorem taxes upon all taxable property in the County, without limitation as to rate or amount, in order to provide funds to pay such principal and interest; 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 shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Hubbard County, Minnesota, by its Board of County Commissioners, has caused this Bond to be executed on its behalf by the facsimile signatures of the Chairperson and the County Coordinator.

constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

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

Signature Guaranteed: _____

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

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

[end of bond form]

Bond Proceeds. There is hereby established in the official books and records of the County, a separate Taxable General Obligation Nursing Home Revenue Bonds, Series 2014 Construction Account (the Construction Account), and the County Coordinator shall continue to maintain the Construction Account until all costs and expenses incurred in constructing the Facility using Bond proceeds have been duly paid or provided for. The County hereby appropriates to the Construction Account \$9,700,000 from the proceeds of the Bonds. After payment of all costs incurred with respect to the Facility to be paid from Bond proceeds, the Construction Account shall be discontinued and any proceeds of the Bonds remaining therein shall be credited to the Debt Service Account described in Section 4.01 hereof.

Security Provisions.

Debt Service Account. The Bonds shall be payable from a separate Taxable General Obligation Nursing Home Revenue Bonds, Series 2014 Debt Service Account (the Debt Service Account) within the Nursing Home General Fund of the County, which the County agrees to maintain until the Bonds have been paid in full. Into the Debt Service Account shall be paid capitalized interest, unused discount, and rounding amount in the amount of \$225,133.41, excess proceeds of the Bonds as provided in Section 3, Net Revenues sufficient to pay principal and interest on the Bonds, subject to any senior pledge thereof to secure other debt or lease payments related to the Facility, and any other funds appropriated by the Board for the payment of the Bonds.

Pledge of Taxing Powers. For the prompt and full payment of the principal of and interest on the Bonds as such payments respectively become due, the full faith, credit and

unlimited taxing powers of the County shall be and are hereby irrevocably pledged. It is, however, presently estimated that the revenues appropriated pursuant to Section 4.01 hereof will provide sums not less than 5% in excess of principal and interest on the Bonds when due, and therefore no tax levy is presently required. If the balance in the Debt Service Account is at any time insufficient to pay all interest and principal then due on all Bonds payable therefrom, the payment shall be made from any fund of the County which is available for that purpose, subject to reimbursement from the Debt Service Account when the balance therein is sufficient, and the County Board covenants and agrees that it will each year levy a sufficient amount of ad valorem taxes to take care of any accumulated or anticipated deficiency, which levy is not subject to any constitutional or statutory limitation.

Net Revenues. Pursuant to Minnesota Statutes, Section 376.56, subdivision 3, the County hereby agrees with the registered owners from time to time of the Bonds, that until the Bonds and the interest thereon are paid in full or are discharged as provided in Section 5, the County will impose and collect reasonable charges for the services provided at the Facility according to schedules which will produce Net Revenues sufficient to pay the principal of and interest on the Bonds when due.

Defeasance. When any Bond has been discharged as provided in this section, all pledges, covenants and other rights granted by this Resolution to the registered owners of such Bond shall cease. The County may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The County may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date an amount equal to the principal and interest which are then due, provided that notice of such redemption has been duly given as provided herein. The County may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank or trust company qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing or callable at the holder's option on such dates as shall be required, without reinvestment, to pay all principal and interest to become due thereon to maturity.

Official Statement; Continuing Disclosure; Certification of Proceedings.

6.01. Official Statement. The Official Statement relating to the Bonds, dated November 24, 2014, prepared and distributed on behalf of the County by Public Financial Management, Inc., is hereby approved. Public Financial Management, Inc. is hereby authorized on behalf of the County to prepare and distribute to the Purchaser a supplement to the Official Statement listing the offering price, the interest rates, other information relating to the Bonds required to be included in the Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. Within seven business days from the date hereof, the County shall deliver to the Purchaser a reasonable number of copies of the Official Statement and such supplement. The officers of the County are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

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

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

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- (1) on or before twelve (12) months after the end of each fiscal year of the County, commencing with the fiscal year ending December 31, 2014, the following financial information and operating data in respect of the County (the Disclosure Information):
- (A) the audited financial statements of the County for such fiscal year, prepared in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the County, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the County; and
 - (B) to the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most recently available of the type contained in the Official Statement under the headings: Indebtedness and Property Valuations and Taxes, which information may be unaudited.

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

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- (2) In a timely manner, not in excess of 10 business days after the occurrence of the event, to the MSRB through EMMA, notice of the occurrence of any of the following events (each a “Material Fact,” as hereinafter defined):
- (A) principal and interest payment delinquencies;
 - (B) non-payment related defaults, if material;
 - (C) unscheduled draws on debt service reserves reflecting financial difficulties;
 - (D) unscheduled draws on credit enhancements reflecting financial difficulties;
 - (E) substitution of credit or liquidity providers, or their failure to perform;
 - (F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
 - (G) modifications to rights of Bond holders, if material;
 - (H) Bond calls, if material and tender offers;
 - (I) defeasances;
 - (J) release, substitution, or sale of property securing repayment of the Bonds if material;
 - (K) rating changes;
 - (L) bankruptcy, insolvency, receivership, or similar event of the obligated person;
 - (M) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
 - (N) appointment of a successor or additional trustee or the change of name of a trustee, if material.

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

For the purposes of the event identified in (L) hereinabove, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed

jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

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

(c) Manner of Disclosure.

- (1) The County agrees to make available to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, the information described in subsection (b).
- (2) All documents provided to the MSRB pursuant to this subsection (c) shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(d) Term; Amendments; Interpretation.

- (1) The covenants of the County in this section shall remain in effect so long as any Bonds are outstanding. Notwithstanding the preceding sentence, however, the obligations of the County under this section shall terminate and be without further effect as of any date on which the County delivers to the Registrar an opinion of Bond Counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the County to comply with the requirements of this section will not cause participating underwriters in the primary offering of the Bonds to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.

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- (2) This section (and the form and requirements of the Disclosure Information) may be amended or supplemented by the County from time to time, without notice to (except as provided in paragraph (c)(2) hereof) or the consent of the Owners of any Bonds, by a resolution of this Board filed in the office of the recording officer of the County accompanied by an opinion of Bond Counsel, who may rely on certificates of the County and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the County or the type of operations conducted by the County, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this section as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

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

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

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

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

Public Hearing: At 12:08 p.m. a public hearing was held regarding the proposed Amendment 17 of Shoreland Ordinance No. 17. On motion of Mr. Larson, seconded by Mr. Stacey and carried unanimously with Mr. Dotta absent, the reading of the public notice was

waived. Environmental Services Officer, Eric Buitenwerf provided an overview of the proposed amendment. He also informed the Board that he had received correspondence from the Department of Natural Resources (DNR) regarding the proposed amendment and their interest in further discussion prior to approval. Comments were received from a local realtor expressing an interest in development of the ordinance that is easily explainable to the public. Comments were also provided by a DNR representative. Discussion followed. The public hearing was concluded at 12:51 p.m.

Coordinator: On motion of Mr. Johannsen, seconded by Mr. Larson and carried unanimously, with Mr. Dotta absent the following resolution was adopted:

RESOLUTION NO. 12021404

BE IT RESOLVED, that the per diem payments for service on county boards, committees, or commissions of county government shall be \$30.00 half day/\$60.00 full day effective January 1, 2015.

BE IT FURTHER RESOLVED, that a meeting of less than four hours duration, including travel time to and from the meeting, shall be considered a half day and a meeting of four hours or more, including travel time to and from the meeting, shall be considered a full day for purposes of payment of per diem.

On motion of Mr. Larson, seconded by Mr. Stacey and carried unanimously, with Mr. Dotta absent the following resolution was adopted:

RESOLUTION NO. 12021405

BE IT RESOLVED, that the per diem payments for service on the County Planning Commission/Board of Adjustment shall be \$150.00/lot viewal and \$150.00/meeting effective January 1, 2015, and

BE IT FURTHER RESOLVED, that the per diem payment for the Planning Commission/Board of Adjustment Chairperson services for completion of paperwork shall be \$25.00 per event, plus mileage as established by the County Board annually.

On motion of Mr. Johannsen, seconded by Mr. Stacey and carried unanimously with Mr. Dotta absent, the following purchase of service (POS) agreements for the period of January 1, to December 31, 2015, for IT services were approved with each being the same rate as 2014: TH Consulting and Northwoods Computer Services.

Closed Session: On motion of Mr. Larson, seconded by Mr. Johannsen and carried unanimously with Mr. Dotta absent the meeting was closed pursuant to M.S. §13D.03 at 1:10 p.m. The meeting was re-opened at 2:19 p.m.

On motion of Mr. Johannsen, seconded by Mr. Stacey and carried unanimously with Mr. Dotta absent the meeting was recessed at 2:19 p.m. to be re-convened at the conclusion of the

Truth in Taxation meeting later in the day.

A regular meeting of the Hubbard County Board of Commissioners was re-convened on December 2, 2014, at 6:42 p.m. with all the Commissioners and County Coordinator, Debbie Thompson present.

By Consensus of the Board, the completion of the Department Manager performance evaluations was scheduled to be held on December 17, 2014, beginning at 9:00 a.m. (The date was changed to December 22, 2014, later in the day due to a commissioner schedule conflict.)

On motion of Mr. Dotta, seconded by Mr. Johannsen a nomination was cast for District 4 Commissioner, Dan Stacey for 2015 Board Chairman.

By Consensus of the Board, the consideration of the following matters was referred to the December 16, 2014, Board meeting for action pending the finalization of the 2015 levy: the 2015 Commissioner per diems and salary and the non-union employee 2015 wage adjustment.

On motion of Mr. Johannsen, seconded by Mr. Larson and carried unanimously, the appointment of Ted VanKempen to the Planning Commission/Board of Adjustment to complete the term of the District 5 representative, through December 31, 2015, was approved.

The Board completed the preliminary reviewed of the 2015 Committee List assignments with assistance from Commissioners elect, Vern Massie and Ed Smith.

On motion of Mr. Dotta, seconded by Mr. Stacey and carried unanimously, the following resolution was adopted:

RESOLUTION NO. 12021406

WHEREAS, the Hubbard County Board has an interest in clarification of the elected official benefit as provided by Minnesota Statute §471.61; and

WHEREAS, there have been multiple board actions taken over time setting forth the insurance benefits for elected officials after they leave office, including but not limited to the following : Resolution dated 021876; Resolution No. 03078403; Resolution No. 01029002; Resolution No. 01179001; Resolution No. 06169303; and Resolution No. 12210502, and

WHEREAS, the Hubbard County Board wishes to rescind all the past actions and clearly outline the administration of the elected official benefit effective January 6, 2015;

THEREFORE, BE IT RESOLVED, that all of the actions of the Hubbard County Board setting forth insurance benefits for elected official after they leave office, including but not limited to the following resolutions, are hereby rescinded: Resolution dated 021876; Resolution No. 03078403; Resolution No. 01029002; Resolution No. 01179001; Resolution No. 06169303; and Resolution No. 12210502, and

BE IT FURTHER RESOLVED, that all elected officials and/or his or her surviving spouse and dependents will be entitled to health insurance coverage per Minnesota Statute §471.61. The County of Hubbard's contribution towards those benefits shall be as follows:

- a) Term of Benefit: One year of paid coverage after the official leaves office for every full, four year term served as an elected official. For any years served as an elected official that are less than a full four year term, the benefit will be pro-rated. (i.e. two years of service would result in six months of paid coverage). No time in office after December 2014, for either current or future elected officials, will count towards paid retiree health insurance coverage. Accrual of paid benefits under this policy shall sunset December 2014.
- b) Amount of Benefit: The County will pay the individual (single) portion of the premium in full for the former elected official. If the elected official had dependent coverage at the time he/she left office, the County will pay the premium for the same plan the former elected official's dependents had, up to the amount the County pays towards the premium for that plan for the dependents of active Hubbard County elected officials.
- c) Forfeiture of Benefit/Disqualification: An elected official who resigns or is terminated as a result of gross misconduct or malfeasance shall not be entitled to this benefit.

BE IT FURTHER RESOLVED that time in office prior to the date of this resolution will be counted toward coverage of officials currently in office but this plan shall not be applied retroactively to officials who have terminated in the past and prior to the date of this resolution.

There being no further business before the Board, the meeting was adjourned at 7:41 p.m.

GENERAL REVENUE:

34 East Lawn & Sport LLC	11,100.00
A'Viands LLC	13,381.01
Codex Corp	3,196.00
Fox Lawson & Associates	6,875.00
Hubbard County Hwy Dept	8,557.40
Keeprs Inc.	2,456.30
McGee PA/M B	2,000.00
Park Rapids Police Dept	2,881.69
Turnkey Corrections	3,940.90
Warnicks Janitorial Service	11,640.00
43 Payments Less Than \$2,000	15,680.91

ROAD & BRIDGE:

Aggregate Industries Midwest	14,146.24
Commercial Asphalt Repair LLC	7,110.00
Compass Mineals	9,767.83
8 Payments Less Than \$2,000	1,058.65
HLC CONSTRUCTION FUND:	
Contegrity Group Inc.	19,725.00
Environmental Property Audits	6,547.50
I'll Tile & Stone, Inc.	11,400.00
JP Structures	2,250.00
Lee Davis Electric Inc.	33,625.00

3 Payments Less Than 2,000	376.42
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SOLID WASTE:

Hubbard County Hwy Dept	2,255.32
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7 Payments Less Than \$2,000	1,805.91
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FORFEITED LAND:

3 Payments Less Than \$2,000	1,578.03
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SOCIAL SERVICES:

Beltrami County Human Services	3,222.00
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Catholic Charities	6,841.08
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DHS – SWIFT	10,903.96
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Hubbard County DAC	19,880.02
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Jourdan, Douglas	2,159.99
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Nelson In-Home Services Inc.	2,657.75
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North Homes Inc.	29,491.12
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North Homes Inc. – Admin	3,418.99
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Rural Minnesota CEP	16,708.53
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Snyder Group Foster Home	3,286.00
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Stellher Human Services Inc.	2,117.02
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Volunteers of America	9,057.27
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West Central Regional Juvenile Center	7,920.00
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34 Payments Less Than \$2,000	9,752.00
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Hubbard County Auditor-Treasurer	13,912.41
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Hubbard County Hwy Dept	6,641.26
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29 Payments Less Than \$2,000	4,565.16
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/s/ Kathy Grell

Kathy Grell, Chairman
Hubbard County Board of Commissioners

ATTEST: /s/ Debbie Thompson
Debbie Thompson
Hubbard County Coordinator