





















**FY 2011 STATE OF MINNESOTA  
BOARD OF WATER AND SOIL RESOURCES  
NATURAL RESOURCES BLOCK GRANT AGREEMENT**

<b>Vendor: 034123001-00</b>			<b>PO#: 17562</b>			<b>P1#:</b>		<b>Date Pd:</b>	
Line	FY	Fund	Agency	Org	Appr Unit	Object Code	Description	Amount	
01	11	100	R9P	2LWP	NRB	5A20	LWM	\$	14,430
02	11	211	R9P	2LWP	NRB	5A20	LWM	\$	
03	11	100	R9P	2WCA	NRB	5A20	WCA	\$	21,277
04	11	100	R9P	2SLD	NRB	5A20	SHORELAND	\$	4,850
05	11	211	R9P	2FDC	FDL	5A20	FEEDLOT	\$	71,774
06	11	352	R9P	2SST	C10	5A20	SSTS	\$	8,501
07	11	200	R9P	2SST	NRS	5A20	SSTS	\$	1,430
08	11	200	R9P	2SST	NRS	5A20	SSTS ED. STIP.	\$	

For BWSR Use Only

This grant agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board), and TODD COUNTY, 221 1ST AVW S #200, LONG PRAIRIE 56347 (Grantee).

This grant agreement is for the following grant programs:

Comprehensive Local Water Management Base Grant	\$	14,430
Wetland Conservation Act Base Grant	\$	21,277
DNR Shoreland Management Base Grant	\$	4,850
MPCA County Feedlot Base Grant	\$	71,774
MPCA County Feedlot Performance Grant	\$	
BWSR/MPCA SSTS Base Grant	\$	9,931
MPCA SSTS Educational Stipend	\$	
<b>Grant Total</b>	<b>\$</b>	<b>122,262</b>

**Recitals**

1. The Laws of Minnesota 2009, Chapter 37, Sec. 3, Subd. 2, and Sec.5, appropriated funds for the Natural Resources Block Grants (NRBG) to assist with the implementation of Comprehensive Local Water Plans, the Wetland Conservation Act, Shoreland, Subsurface Sewage Treatment Systems (SSTS), and County Feedlot Permit Programs.
2. The Laws of Minnesota 2009, Chapter 172, Article 2, Section 6, authorizes the Board to use Clean Water Funds to make grants for SSTS Base Grants.
3. Minnesota Statutes 103B.101 Subd. 9 (1), and 103B.3369, Subd. 5, authorize the Board to award grants.
4. A Grantee must meet the criteria established by statute, the Board, the DNR, and MPCA, to be eligible to receive NRBG grant funds.
5. The Board has determined the Grantee to be eligible and has selected the Grantee to participate in the NRBG.
6. The Grantee has agreed to appropriate the required local match.
7. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.
8. As a condition of the grant, Grantee agrees to minimize administration costs.

**Authorized Representative**

The State's Authorized Representative is David Weirens, BWSR Land & Water Section Administrator, 520 Lafayette Road North, Saint Paul, MN 55155, 651-297-3432, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this grant agreement.

The Grantee's Authorized Representative is **Amy Piekarski**  
**Resource Conservationist**  
**607 9<sup>th</sup> St NE, Long Prairie MN 56347**  
**320.732.2644**

If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

## **Grant Agreement**

### **1 Term of Grant Agreement**

- 1.1 **Effective date:** July 1, 2010
- 1.2 **Expiration date:** June 30, 2012, or until all obligations have been satisfactorily fulfilled whichever comes first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Governing Law, Jurisdiction, and Venue.

### **2 Grantee's Duties**

The Grantee is responsible for the specific duties for the NRBG as follows:

- 2.1 **Match:** The Grantee's participation in the NRBG is conditioned upon Grantee expenditure to match the NRBG as required by the Board. The Grantee's Program Allocation and Contribution Plan is incorporated into this Agreement by reference with the P.O.
- 2.2 **Reporting:** All data and information provided in a Grantee's report shall be considered public.
  - A. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
  - B. Display on its website the previous calendar year's detailed information on the expenditure of grant funds and measurable outcomes as a result of the expenditure of funds according to the format specified by the BWSR, by June 30 of each year.
  - C. The Grantee will submit a final progress report to the Board by August 1 of 2012. Information provided must conform to the requirements and formats set by the Board. A late or incomplete final report will result in the withholding of any future NRBG executions.
- 2.3 **Compliance:** The Grantee will comply with Minnesota Statutes Section 103B.3361 through 103B.3369 (LWP), Minnesota Rules Chapter 8420 (WCA); Minnesota Statutes Section 103F.201 and Minnesota Rules Chapter 6120 (Shoreland); and Minnesota Rules Chapter 7020 (Feedlot); Minnesota Rules Chapter 7082.0040 through 7082.0700 (SSTS); and amendments thereto, for Comprehensive Water Planning, Wetland Conservation Act, Shoreland Management, Subsurface Sewage Treatment Systems, and County Feedlot Programs, and, if receiving Educational Stipend, attend Advanced Designer/Inspector and Service Provider training.
- 2.4 **Wetland Conservation Act Funds Transfer:** As required by the Board, the Grantee's participation in the NRBG is conditioned upon the transfer of a minimum of **\$5,000** to the Soil and Water Conservation District (SWCD) for Wetland Conservation Act activities, or such greater amount as agreed upon by the county and SWCD. This transfer must occur within 30 days of receipt of NRBG funds by the Grantee.

### **3 Time**

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

### **4 Terms of Payment**

- 4.1 Payment of the grant amount stated above will be made in one installment by the Board promptly after the effective date of this grant agreement.
- 4.2 Any grant funds remaining unspent after the end of the expiration date stated above will be returned to the Board within one month of that date.
- 4.3 The Board must consult with the approving authority before granting an amendment to the grant agreement, or a component thereof.

4.4 The obligation of the State under this grant agreement will not exceed the amount stated above for each grant program.

## **5 Conditions of Payment**

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

## **6 Assignment, Amendments, and Waiver**

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

6.2 **Amendments.** Any amendment to this grant 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 grant agreement, or their successors in office.

6.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.

## **7 Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

## **8 State Audits**

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

8.1 The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to the NRBG, and match and grant expenditures, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant and match funds.

8.2 The Grantee or designated local unit of government implementing this Agreement will provide for an audit that meets the standards of the Office of State Auditor. The audit must cover the duration of the Agreement Period and be performed within one year after the end of the Agreement Period or when routinely audited, whichever occurs first. Copies of the audit report must be provided to the Board if requested.

## **9 Government Data Practices**

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

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State.

## **10 Workers' Compensation**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers Compensation Act on behalf of these employees and any

claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

**11 Governing Law, Jurisdiction, and Venue**

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

**12 Termination**

The State may cancel this grant agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

**13 Data Disclosure**

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

**14 Prevailing Wage**

It is the responsibility of the Grantee or contractor to pay prevailing wages on construction projects to which state prevailing wage laws apply (Minn. Stat. 177.42 – 177.44). All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these state funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality.

**IN WITNESS WHEREOF**, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.  
APPROVED:

**TODD County**

<b>BY:</b>
<b>TITLE: Todd County Board Chairman</b>
<b>DATE:</b>

**Board of Water and Soil Resources**

<b>BY:</b>
<b>TITLE: Land &amp; Water Section Administrator</b>
<b>DATE:</b>

H:11NRBGA

AG:#2477631-v1

# TODD COUNTY BOARD OF COMMISSIONERS

## Natural Resources Block Grant Agreement

**WHEREAS**, the State of Minnesota acting through the Board of Soil and Water Resources and Todd County, and;

**WHEREAS**, The Laws of Minnesota 2009. Chapter 37, Sec. 3, Subd. 2, and Sec. 5, appropriated funds for the Natural Resources Block Grants (NRBG), to assist with the implementation of comprehensive local water plans, the wetland conservation act, Shoreland, and county feedlot permit programs

**WHEREAS**, Minnesota Statute 103B.101 subd. 9 (1), and 103B.3369, subd. 5, authorize the Board to award grants

**NOW, THEREFORE BE IT RESOLVED**, that 2009 NRBG funds and match amounts have been expended according to state program requirements.

# Todd County, MN Board Action Form



<b>Action Requested</b>	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use):	

<b>Title (for publication with the Agenda):</b> Final 2009 Natural Resources Block Grant Report	
Date of Meeting:12/7/2010	Total time requested:10
Department Requesting Action: Todd SWCD	
Presenting Board Action/Discussion at Meeting: Amy Piekarski	
<b>Background</b> <input type="checkbox"/> Supporting Documentation enclosed	
2009 NRBG has been completed as required by BWSR	
<b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed	
<b>Recommendation</b> <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
The Todd County Soil & Water Conservation District Board of Supervisors recommends approval of this final report.	
<b>Financial Implications: \$</b>	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

<b>Signatures</b>	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Nathan W. Burkett, County Administrator, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Administration Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:	
Seal	

**Board of Water & Soil Resources  
Natural Resources Block Grant  
Final Program Allocation and Contribution Plan**

County: TODD

Grant Period: July 1, 2008 to June 30, 2010

Fiscal Year: 09

The following lists the eligible state program fund amounts and required minimum match.

P.O. 15852

P.1 20015

State Fund		Required Match	
LWM	\$19,323	Levy:	\$5,304
WCA	\$24,655	1:1	\$24,655
DNR Shoreland	\$5,620	1:1	\$5,620
MPCA SSTS	\$10,000	NA	
MPCA Feedlot Base	\$74,250	0.7:1	\$51,975
MPCA Feedlot PC* Award	\$5,283	NA	

The following designates grant amounts to be used and match amounts to be provided by specified program participants.

PROGRAM PARTICIPANTS	LWM		WCA		DNR SHORELAND		MPCA SSTS		MPCA FEEDLOT		
	Grant \$	County Levy	Grant \$	Match	Grant \$	Match	Grant	Match	Grant \$	Match	PC Award*
<b>COUNTY DEPT:</b>											
Todd County		\$5,304		\$12,328							
Todd ELRM					\$5,620	\$5,620	\$10,000		\$74,250	\$51,975	\$5,283
<b>SWCD:</b>											
Todd SWCD	\$19,323		\$24,655	\$11,327							
<b>CITIES:</b>											
<b>OTHER:</b>											
Landowners				\$1,000							
<b>PROGRAM SUMMARY</b>	\$19,323	\$5,304	\$24,655	\$24,655	\$5,620	\$5,620	\$10,000	\$0	\$74,250	\$51,975	\$5,283
<b>PROGRAM CONTRIBUTION</b>	\$24,627		\$49,310		\$11,240		\$10,000		131,508		
	<b>Total Program Contribution: \$226,685</b>										

\*PC = Performance Credit



Actual use of grant and match amounts and the entity using/providing must be reported in eLINK.

BY SIGNING BELOW, WE AGREE to expend grant and match amounts as listed above and to provide documentation to support these actions.

Organization:	Todd Soil & Water Conservation District
Printed Name:	Sandy Rohr
Title:	District Manager
Phone Number:	320-732-2644
Signature:	Date:

Organization:	Todd County
Printed Name:	David Kircher
Title:	Todd County Board Chairman
Phone Number:	218-924-2081
Signature:	Date:

Organization:	Todd Soil & Water Conservation District
Printed Name:	Amy Piekarski
Title:	Water Management Coordinator
Phone Number:	320-732-2644
Signature:	Date:

Organization:	Todd Environment & Land Resource Management
Printed Name:	Garry Johanson
Title:	Director
Phone Number:	320-732-4420
Signature:	Date:

I verify that this Program Allocation and Contribution Plan represents the county's request for state funds and the required minimum local match for each specified program.

\_\_\_\_\_  
County LWPer Signature

\_\_\_\_\_  
Date

**This NRBG Program Allocation and Contribution Plan meets minimum NRBG requirements.**

\_\_\_\_\_  
Board Conservationist Signature

\_\_\_\_\_  
Date

**Board of Water & Soil Resources  
Natural Resources Block Grant  
Program Allocation and Contribution Plan**

County: **Todd**

Grant Period: July 1, 2010 to June 30, 2012 Fiscal Year: 11

The following lists the eligible state program fund amounts and required minimum match.

P.O. **17562**

State Fund		Required Match	
LWM	\$14,430	Levy:	\$5,013
WCA	\$21,277	1:1	\$21,277
DNR Shoreland	\$4,850	1:1	\$4,850
MPCA SSTS	\$9,931	NA	
MPCA Feedlot Base	\$71,774	0.7:1	\$50,242
MPCA Feedlot PC* Award	\$0	NA	

The following designates grant amounts to be used and match amounts to be provided by specified program participants.

PROGRAM PARTICIPANTS	LWM		WCA		DNR SHORELAND		MPCA STSS		MPCA FEEDLOT		
	Grant \$	County Levy	Grant \$	Match	Grant \$	Match	Grant	Match	Grant \$	Match	PC Award*
<b>COUNTY DEPT:</b>											
Todd County		\$5,013		\$12,327						\$10,000	
Todd ELRM					\$4,850	\$4,850	\$9,931		\$1,774	\$4,042	
<b>SWCD:</b>											
Todd SWCD	\$14,430		\$21,277	\$8,949					\$70,000	\$36,200	
<b>CITIES:</b>											
<b>OTHER:</b>											
Landowners											
<b>PROGRAM SUMMARY</b>	\$14,430	\$5,013	\$21,277	\$21,276	\$4,850	\$4,850	\$9,931	\$0	\$71,774	\$50,242	\$0
<b>PROGRAM CONTRIBUTION</b>	\$19,443		\$42,553		\$9,700		\$9,931		122,016		
<b>Total Program Contribution:</b>											<b>\$203,643</b>

\*PC = Performance Credit

Actual use of grant and match amounts and the entity using/providing must be reported in eLINK.

BY SIGNING BELOW, WE AGREE to expend grant and match amounts as listed above and to provide documentation to support these actions.

Organization:	Todd Soil & Water Conservation District
Printed Name:	Sandy Rohr
Title:	District Manager
Phone Number:	320-732-2644
Signature:	Date:

Organization:	Todd County
Printed Name:	David Kircher
Title:	Todd County Board Chairman
Phone Number:	218-924-2081
Signature:	Date:

Organization:	Todd Soil & Water Conservation District
Printed Name:	Amy Piekarski
Title:	Water Management Coordinator
Phone Number:	320-732-2644
Signature:	Date:

Organization:	Todd Environment & Land Resource Management
Printed Name:	Garry Johanson
Title:	Director
Phone Number:	320-732-4420
Signature:	Date:

I verify that this Program Allocation and Contribution Plan represents the county's request for state funds and the required minimum local match for each specified program.

\_\_\_\_\_  
County LWPer Signature

\_\_\_\_\_  
Date

**This NRBG Program Allocation and Contribution Plan meets minimum NRBG requirements.**

\_\_\_\_\_  
Board Conservationist Signature

\_\_\_\_\_  
Date

# Todd County, MN Board Action Form



Action Requested	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use):	

<b>Title (for publication with the Agenda):</b>	
Date of Meeting: December 21	Total time requested: 1 minute
Department Requesting Action: Auditor-Treasurer	
Presenting Board Action/Discussion at Meeting: Nate	
<b>Background</b> <input type="checkbox"/> Supporting Documentation enclosed	
<b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed	
<b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Resolution of appointment	
<b>Financial Implications: \$</b>	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

<b>Signatures</b> STATE OF MINNESOTA } COUNTY OF TODD } I, Nathan W. Burkett, County Administrator, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Administration Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:	<b>Seal</b>
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# Todd County, MN Board Action Form



<b>Action Requested</b>	
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use):	

<b>Title (for publication with the Agenda):</b> Public Defender Contract	
Date of Meeting:Dec 21, 2010	Total time requested:1 min
Department Requesting Action: Administration	
Presenting Board Action/Discussion at Meeting: Administrator	
<b>Background</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed	
See Resolution - Administration sought proposals for services. Recommend authorizing contract with Peters and Churchwell, Long Prairie, MN.	
<b>Options</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed	
<b>Other proposals are attached - may be tabled until 12/30</b>	
<b>Recommendation</b> <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Pass provided resolution	
<b>Financial Implications: \$up to 45k</b>	Comments
Funding Source:Levy	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

<b>Signatures</b>	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Nathan W. Burkett, County Administrator, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Administration Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:	
Seal	

# TODD COUNTY BOARD OF COMMISSIONERS

## A RESOLUTION APPROVING A CONTRACT FOR MANDATED PUBLIC DEFENDER SERVICES

**WHEREAS,** Todd County is required to establish a Public Defender system to provide representation to those person entitled to have court appointed assistance of an attorney in matters that are not covered under the State's Public Defender system including juvenile rights, civil commitments, guardianship, conservatorship, paternity, and child support contempt; and

**WHEREAS,** Todd County has previously contracted with the Peters & Churchwell office for these services and it is necessary to review said contract for 2011.

**THEREFORE BE IT RESOLVED,** Todd County hereby approves the contract for legal services for 2011 as provided in said contract, incorporated to this resolution as Attachment A.

Document(s) Not Fully  
Prepared as of Agenda  
Publication

# Todd County, MN Board Action Form



<b>Action Requested</b>	
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use):	

<b>Title (for publication with the Agenda):</b> Public Defender Conflict Attorney Hourly Rate	
Date of Meeting: Dec 21, 2010	Total time requested: 1 min
Department Requesting Action: Administration	
Presenting Board Action/Discussion at Meeting: Administrator	
<b>Background</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed	
See resolution	
<b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed	
<b>Recommendation</b> <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Pass provided resolution	
<b>Financial Implications: Sup to 15k</b>	Comments
Funding Source: Levy	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

<b>Signatures</b>	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Nathan W. Burkett, County Administrator, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Administration Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:	
Seal	

# TODD COUNTY BOARD OF COMMISSIONERS

## A RESOLUTION TO APPROVE 2011 CONFLICT ATTORNEY HOURLY RATE

**WHEREAS**, Todd County is required to establish a Public Defender system to provide representation to those person entitled to have court appointed assistance of an attorney in matters that are not covered under the State's Public Defender system including juvenile rights, civil commitments, guardianship, conservatorship, paternity, and child support contempt; and

**WHEREAS**, Todd County has contracted with the Peters & Churchwell office for these services for 2010; and

**WHEREAS**, the Contract entered into with Peters & Churchwell states that the County will be responsible for payment in the event the Contract Attorney is identified as being in conflict of interest of otherwise unable to serve as the Public Defender.

**THEREFORE BE IT RESOLVED**, Todd County hereby sets an hourly rate of \$75.00 to be paid to court appointed attorneys in conflict instances, and authorizes the Court Administrator to maintain a list of authorized conflict attorneys.

# Todd County, MN Board Action Form

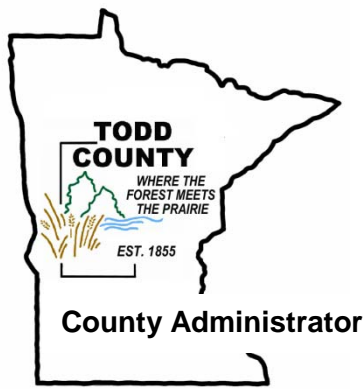


Action Requested	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use):	

<b>Title (for publication with the Agenda):</b> Approve LELS Labor Agreement	
Date of Meeting: Dec 21, 2010	Total time requested: 5 min
Department Requesting Action: Administration	
Presenting Board Action/Discussion at Meeting: Administrator	
<b>Background</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed	
See attached	
<b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed	
<b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Approval of the attached labor agreement for 2011 - 2013 with Law Enforcement Labor Services.	
<b>Financial Implications: \$</b>	Comments
Funding Source:	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

<b>Signatures</b> STATE OF MINNESOTA } COUNTY OF TODD } I, Nathan W. Burkett, County Administrator, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Administration Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:	<b>Seal</b>
---	-------------



Nathan Burkett  
 Todd County Administrator  
 347 Central Avenue, Suite 5  
 Long Prairie, MN 56347  
[nathan.burkett@co.todd.mn.us](mailto:nathan.burkett@co.todd.mn.us)  
 Phone: 320-732-6447

LELS

Current County Offer as of November 15, 2010

Contract Changes

Topic	2011	2012	2013
COLA	-2% (same grid as Jan 1, 2010)	+2% (same grid as Jul 1, 2010)	+2%
Insurance	\$860/mo for families, 470.50 for single gold, full cost for single on silver and HSA	Employer: 0-5%, Employee: 5-10% Split: 10%+ 470.50 single gold contribution Opener for plan changes, contingent upon plan changes agreement, opener for financial terms+	Employer: 0-5%, Employee: 5-10% Split: 10%+ 470.50 single gold contribution Opener for plan changes, contingent upon plan changes agreement, opener for financial terms+
Steps	All steps applicable beginning first pay period of July 2011	All steps applicable beginning first pay period January 2012	All steps applicable beginning first pay period January 2013
Article 6.8	Minimum 3 hrs at 1.5x (increased from straight time)	-	-
Incorporate Early Retirement MOU language	See MOU	-	-
Article 7.1	Replace Easter as holiday for Good Friday for road deputies	-	-
Article 8.1	Vacation accruals mirror county policy and other bargaining units	-	-
Article 19 – Uniform Allowance	Implement voucher system, payout of 3 years accruals to HCSP	+50.00/yr	+50.00/yr
Article 21.1 – Shift Differential	-	+.25/hr	+.25/hr

**Insurance language for contract:**

Effective January 1, 2011 the Employer shall pay up to the cost of the base insurance plan for employee's electing the HSA or Silver single health plans. The Employer shall pay up to \$470.50 per month for employees electing the gold single health plan. The Employer shall pay up to \$860.00 per month toward dependent health care coverage.

Effective January 1, 2012 the Employer shall pay up to the cost of the base insurance plan for employee's electing the HSA or Silver single health plans. The Employer shall pay up to \$470.50 for employees electing the gold single health plan. With regards to employees who select dependent coverage, the Employer shall pay for premium increase up to 5%, the employee shall pay for premium increase between 5% and 10%. Average premium increased greater than 10% shall result in an even split of contribution. The average premium increase shall be determined by the insurance provider, and contributions shall be determined using that figure. The Employer's contribution shall be figured by multiplying the portion (percent) of premium the Employer agrees to pay under this agreement plus one by the previous year's contribution. (e.g. if the average premium increase is 4%, the Employer's contribution will be equal to the prior year's contribution multiplied by 1.04; if the average premium increase is 12% the employer's contribution will be equal to the prior year's contribution multiplied by 1.06)

Effective January 1, 2013 the Employer shall pay up to the cost of the base insurance plan for employee's electing the HSA or Silver single health plans. The Employer shall pay up to \$470.50 for employees electing the gold single health plan. With regards to employees who select dependent coverage, the Employer shall pay for premium increase up to 5%, the employee shall pay for premium increase between 5% and 10%. Average premium increased greater than 10% shall result in an even split of contribution. The average premium increase shall be determined by the insurance provider, and contributions shall be determined using that figure. The Employer's contribution shall be figured by multiplying the portion (percent) of premium the Employer agrees to pay under this agreement plus one by the previous year's contribution. (e.g. if the average premium increase is 4%, the Employer's contribution will be equal to the prior year's contribution multiplied by 1.04; if the average premium increase is 12% the employer's contribution will be equal to the prior year's contribution multiplied by 1.06)

There shall be an insurance opener for 2012 and 2013 to review the health insurance options and plans.

Contingent upon agreement to modify the health insurance options and plans, there shall be an insurance opener for 2012 and 2013 to review employer contribution.

The County reserves the right to alter or modify contract proposals during the course of negotiations.



Document(s) Not Fully  
Prepared as of Agenda  
Publication

# Todd County, MN Board Action Form



Action Requested	
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use):	

<b>Title (for publication with the Agenda):</b> Adopt 2011 Levy Resolution	
Date of Meeting: Dec 21, 2010	Total time requested: 5 min
Department Requesting Action: Administration	
Presenting Board Action/Discussion at Meeting: Administrator	
<b>Background</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed	
See resolution	
<b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed	
<b>Recommendation</b> <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Pass provided resolution	
<b>Financial Implications: \$12,069,831</b>	Comments
Funding Source: Levy	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

<b>Signatures</b>
STATE OF MINNESOTA } COUNTY OF TODD }
I, Nathan W. Burkett, County Administrator, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Administration Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:
Seal

# TODD COUNTY BOARD OF COMMISSIONERS

## A RESOLUTION TO APPROVE 2011 COUNTY LEVY

WHEREAS, the Todd County Board of Commissioners is required to adopt an annual levy and certify it to the County Auditor, and;

WHEREAS, the Todd County Board of Commissioners has had an opportunity to deliberate and discuss the impacts of the annual levy;

NOW THEREFORE BE IT RESOLVED, the Todd County Board of Commissioners hereby approves the following as the 2011 levy for the County of Todd, Minnesota and directs that it be forwarded to the County Auditor

		<b>Certified Levy</b>	<b>Program Aids</b>	<b>Local Levy</b>
Revenue		6,711,831	960,223	5,751,608
Road/Bridge		2,277,564	300,000	1,977,564
Welfare		3,790,595	-	3,790,595
Comp Water		5,304	-	5,304
Regional Library		317,950	-	317,950
Bond Debt		201,810	-	201,810
County Fair		20,000	-	20,000
County Parks and Trails		5,000	-	5,000
	<b>Total</b>	<b>13,330,054</b>	<b>1,260,223</b>	<b>12,069,831</b>

# Todd County, MN Board Action Form



<b>Action Requested</b>	
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use):	

<b>Title (for publication with the Agenda):</b> Adopt Commissioner Salaries	
Date of Meeting: Dec 21, 2010	Total time requested: 5 min
Department Requesting Action: Administration	
Presenting Board Action/Discussion at Meeting: Administrator	
<b>Background</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed	
See resolution	
<b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed	
<b>Recommendation</b> <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Pass provided resolution	
<b>Financial Implications: \$96,685</b>	Comments
Funding Source: Levy	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

<b>Signatures</b>	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Nathan W. Burkett, County Administrator, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Administration Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:	
Seal	

# TODD COUNTY BOARD OF COMMISSIONERS

## A RESOLUTION ADOPTING 2011 COMMISSIONER COMPENSATION SCHEDULES

**WHEREAS**, the Todd County Board of Commissioners is responsible for setting compensation of county employees, elected officials, appointed officials and Board members, and;

**WHEREAS**, the Todd County Board of Commissioners feels as though it is important to make a statement of fiscal restraint with regards to compensation.

**NOW THEREFORE BE IT RESOLVED**, the Todd County Board of Commissioners authorizes no change in pay for the County Board in 2011 and sets the County Board salary at \$19,097 per Commissioner, with a \$1,200 adjustment for the Board Chair, and authorizes no increase in County Board per-diem. The mileage to be reimbursed for the use of personal vehicle for the year 2011 is the federal rate of fifty cents (\$0.51) per mile.

# Todd County, MN Board Action Form



<b>Action Requested</b>	
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use):	

<b>Title (for publication with the Agenda):</b> Adopt 2011 Elected Salaries	
Date of Meeting: Dec 21, 2010	Total time requested: 5 min
Department Requesting Action: Administration	
Presenting Board Action/Discussion at Meeting: Administrator	
<b>Background</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed	
See resolution	
<b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed	
<b>Recommendation</b> <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Pass provided resolution	
<b>Financial Implications:</b> \$293,195	Comments
Funding Source: Levy/Other	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

<b>Signatures</b>	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Nathan W. Burkett, County Administrator, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Administration Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:	
Seal	

# Todd County, MN Board Action Form



Action Requested	
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use):	

<b>Title (for publication with the Agenda):</b> Adopt 2011 Budget	
Date of Meeting: Dec 21, 2010	Total time requested: 5 min
Department Requesting Action: Administration	
Presenting Board Action/Discussion at Meeting: Administrator	
<b>Background</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed	
See resolution	
<b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed	
<b>Recommendation</b> <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Pass provided resolution w/ attachment	
<b>Financial Implications:</b> \$27,373,930	Comments
Funding Source: Varies	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

<b>Signatures</b> STATE OF MINNESOTA } COUNTY OF TODD } I, Nathan W. Burkett, County Administrator, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Administration Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:	<b>Seal</b>
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# TODD COUNTY BOARD OF COMMISSIONERS

## A RESOLUTION TO APPROVE 2011 COUNTY BUDGET

WHEREAS, the Todd County Board of Commissioners is required to adopt an annual budget and certify it to the County Auditor, and;

WHEREAS, the Todd County Board of Commissioners has had an opportunity to deliberate and discuss the operations costs and revenues of the County for Fiscal Year 2011;

NOW THEREFORE BE IT RESOLVED, the Todd County Board of Commissioners hereby approves the following as the 2011 Budget for the County of Todd, Minnesota and directs that it be forwarded to the County Auditor, and also directs implementation of policies and goals as set forth in Attachment A to this resolution, hereby adopted by reference.

Revenues	2010 Budget	2011 Budget
Taxes	(12,597,332)	(12,560,900)
Special Assessments	-	-
Licenses & Permits	(161,900)	(163,300)
Intergovernmental	(8,721,321)	(9,809,881)
Charges for Services	(3,394,221)	(3,393,366)
Fines & Forfeitures	-	-
Investment Earnings	(7,000)	(252,825)
Gifts & Contributions	-	(6,000)
Miscellaneous	(2,447,750)	(726,025)
Other financing Sources	(136,190)	(468,423)
<b>Total Revenues</b>	<b>(27,465,714)</b>	<b>(27,380,720)</b>
<b>Expenditures (COFARS Category)</b>		
Public Aid Assistance	3,235,103	3,356,912
Personal Services	14,957,473	13,178,083
Service & Charges	3,251,554	3,163,161
Supplies & Materials	1,702,025	1,582,312
Capital Expenditures	486,460	1,165,907
Debt Service	73,010	73,010
Other Expenditures	5,217,393	4,856,545
<b>Total Expenditures</b>	<b>28,923,017</b>	<b>27,375,930</b>



# Todd County, MN Board Action Form



<b>Action Requested</b>	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use):	

<b>Title (for publication with the Agenda):</b> Approve Contract - Collaborative Design Group	
Date of Meeting: Dec 21, 2010	Total time requested: 5 min
Department Requesting Action: Administration	
Presenting Board Action/Discussion at Meeting: Administrator	
<b>Background</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed	
The Board directed administration bring forth contracts for consideration with Collaborative Design Group for architectural services related to the renovation and resoration of the historic courthouse.	
<b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed	
<b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Approval of a contract between Todd County and Collaborative Design Group for Architectural services at a cost not to exceed \$249, 250.	
<b>Financial Implications:</b> \$ <= 249,250	Comments
Funding Source: Bond Proceeds	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

<b>Signatures</b>	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Nathan W. Burkett, County Administrator, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Administration Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:	
Seal	

CERTIFICATION OF MINUTES RELATING TO  
TAXABLE GENERAL OBLIGATION COURTHOUSE BONDS, SERIES 2010  
(RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS)

Issuer: Todd County

Governing Body: Board of Commissioners

Kind, date, time and place of meeting: A regular meeting, held on December 21, 2010, at \_\_\_\_ o'clock \_\_.m., at the County Courthouse.

Commissioners present:

Commissioners absent:

Documents Attached:

Minutes of said meeting, including:

RESOLUTION AUTHORIZING ISSUANCE, AWARDING THE  
SALE, PRESCRIBING THE FORM AND DETAILS AND  
PROVIDING FOR THE PAYMENT OF \$525,000 TAXABLE  
GENERAL OBLIGATION COURTHOUSE BONDS, SERIES 2010  
(RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS)

I, the undersigned, being the duly qualified and acting recording officer of the public corporation referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of the corporation in my legal custody, from which they have been transcribed; that the documents are a correct and complete transcript of the minutes of a meeting of the governing body of the corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at the meeting, insofar as they relate to the bonds; and that the meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this \_\_\_\_ day of  
December 2010.

\_\_\_\_\_  
County Auditor

It was reported that \_\_\_\_\_ proposals for the purchase of the Bonds were received prior to 11:30 o'clock A.M. on December 20, 2010, pursuant to the Official Statement distributed to potential purchasers of the Bonds by Public Financial Management, Inc., financial advisors to the County. The proposals have been publicly opened, read and tabulated and were found to be as follows:

(See Attached)

Commissioner \_\_\_\_\_ introduced the following resolution and moved its adopted, which motion was seconded by Commissioner \_\_\_\_\_.

RESOLUTION AUTHORIZING ISSUANCE, AWARDING THE SALE, PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE PAYMENT OF \$525,000 TAXABLE GENERAL OBLIGATION COURTHOUSE BONDS, SERIES 2010 (RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS)

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

SECTION 1. AUTHORIZATION AND SALE.

1.01. Authorization and Election. By an election held November 2, 2010, the electors of the County approved the issuance of general obligation bonds in a principal amount not to exceed \$4,300,000 to finance renovations to the Todd County Historic Courthouse (the “Project”). This Board has, by resolution adopted November 30, 2010 (the “RZED Designation Resolution”), designated a recovery zone encompassing the entire County pursuant to Section 1400U-1 of the Internal Revenue Code of 1986, as amended (the “Code”) to enable the County to issue its recovery zone economic development bonds to finance a portion of the cost of the Project. The Project is undertaken for a qualified economic development purpose within the meaning of IRS Notice 2009-50. This Board hereby authorizes the issuance and sale of its Taxable General Obligation Courthouse Bonds, Series 2010 (Recovery Zone Economic Development Bonds) in the principal amount of \$525,000 (the “Bonds”) for this purpose.

1.02. Sale of Bonds. The County has retained Public Financial Management, Inc., as 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. Pursuant to the Official Statement prepared on behalf of the County by Public Financial Management, Inc., sealed proposals for the purchase of the Bonds were received at or before the time specified for receipt of proposals. The proposals have been opened, publicly read and considered and the purchase price, interest rates and net interest cost under the terms of each proposal have been determined. The most favorable proposal received is that of \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_, (the “Purchaser”) to purchase the Bonds at a price of \$\_\_\_\_\_, plus accrued interest on the Bonds to the date of delivery and payment, on the further terms and conditions hereinafter set forth. The offer is hereby accepted, and the Chair and County Administrator are hereby authorized and directed to execute a contract on the part of the County for the sale of the Bonds with the Purchaser.

1.03. Recovery Zone Economic Development Bonds Designation. Pursuant to Section 1400U-1 of the Code and IRS Notice 2009-50, the County has received an allocation of recovery zone economic development bond capacity of \$525,000, and has not previously used such allocation for an issue of recovery zone economic development bonds. The County hereby irrevocably designates the Bonds as “Recovery Zone Economic Development Bonds” under

Section 1400U-2 of the Code and the RZED Designation Resolution, with the result that the County shall be entitled to the credit provided in Section 1400U-2(a) and Section 6431 of the Code.

**SECTION 2. TERMS; REGISTRATION; EXECUTION AND DELIVERY.**

2.01. Issuance of Bonds. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done prior to the issuance of the Bonds having been done, existing and having happened, it is 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.

2.02. Maturities, Interest Rates and Denominations. The Bonds shall be originally dated as of December 29, 2010, shall be in denominations of \$5,000 or any integral multiple thereof of single maturities, shall mature on February 1 in the years and amounts stated below and shall bear interest from 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>
2026	\$180,000	%
2027	345,000	

In order to comply with the requirements of Minnesota Statutes, Section 475.54, the County intends to combine the maturity schedule of the Bonds with that of general obligation bonds expected to be issued in 2011 (the "2011 Bonds") to provide additional financing for the Project. The 2011 Bonds are expected to mature on February 1 in the years 2013 through 2026.

The Bonds shall be issuable only in fully registered form. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest on and, upon surrender of each Bond, the principal amount thereof, shall be payable by check or draft issued by the Registrar described herein, provided that, so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 2.08 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

2.03. Dates and Interest Payment Dates. Upon initial delivery of the Bonds pursuant to Section 2.07 and upon any subsequent transfer or exchange pursuant to Section 2.06, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. The interest on the Bonds shall be payable on February 1 and August 1, commencing August 1, 2011, to the owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day.

2.04. Redemption. The Bonds shall be subject to redemption and prepayment at the option of the County, in whole or in part, in such order as the County shall determine and within a maturity by lot as selected by the Registrar (or, if applicable, by the bond depository in accordance with its customary procedures) in multiples of \$5,000, on February 1, 2020, and on

any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The County Administrator shall cause notice of the call for redemption thereof to be published if and as required by law and, at least thirty (30) and not more than sixty (60) days prior to the designated redemption date, shall cause notice of the call for redemption to be mailed, by first class mail, to the registered owners of any Bonds to be redeemed at their addresses as they appear on the bond register described in Section 2.06 hereof, 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.

The Bonds are also subject to extraordinary redemption, at the option of the County, in whole or in part, at a redemption price equal to par plus accrued interest to the redemption date, upon or on any date after the occurrence of a Determination of Ineligibility. A “Determination of Ineligibility” means (i) the enactment of legislation or the adoption of final regulations or a final decision, ruling or technical advice by any federal judicial or administrative authority which would have the effect of deeming, determining or rendering the Bonds not qualified for treatment as Recovery Zone Economic Development Bonds under Section 1400U-2 of the Code; (ii) the federal government discontinues the Recovery Zone Economic Development Bonds direct payment program or reduces the refundable credit to the County with retroactive applicability to bonds issued prior to the date of such discontinuance or reduced refundable credit; or (iii) the receipt by the County of a written opinion of nationally recognized bond counsel selected by the County to the effect that the Bonds are not Recovery Zone Economic Development Bonds under Section 1400U-2 of the Code.

2.05. 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 Chair and County Administrator are authorized to execute and deliver, on behalf of the County, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company organized under the laws of the United States or one of the states of the United States and authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The County agrees to pay the reasonable and customary charges of the Registrar for the services performed. The County reserves the right to remove the Registrar, effective upon not less than thirty days’ written notice and upon the appointment and acceptance 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. The County Administrator shall also cause notice of the appointment of a successor Registrar to be mailed, by first class mail, to the registered owners of the Bonds at their addresses as they appear on the bond register, but no defect in or failure to give such mailed notice of redemption shall affect the validity of the proceedings relating to the removal of the Registrar and appointment of a successor.

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

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

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

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

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

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

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

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

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like

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

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

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

2.07. Execution; Authentication and Delivery. The Bonds shall be prepared under the direction of the County Administrator and shall be executed on behalf of the County by the signatures of the Chair and the County Administrator, provided that all 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 the Registrar. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so delivered and authenticated, they shall be delivered by the County Administrator to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

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

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

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



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

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

"Representation Letter" shall mean the Representation Letter pursuant to which the 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 by the Chair or County Administrator, if not previously filed with DTC, 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.

SECTION 3. FORM OF BONDS. The Bonds shall be prepared in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF TODD

TAXABLE GENERAL OBLIGATION COURTHOUSE BOND,  
SERIES 2010  
(RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS)

No. R-\_\_\_\_\_ \$ \_\_\_\_\_

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
____%	February 1, 20__	December 29, 2010	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

TODD COUNTY, STATE OF MINNESOTA (the "County"), acknowledges itself to be indebted and for value received hereby promises to pay to the registered owner specified above, or registered assigns, the principal sum specified above on the maturity date specified above, and to pay interest thereon from the date of original issue specified above, or from the most recent interest payment date to which interest has been paid or duly provided for, at the annual rate specified above, payable on February 1 and August 1 in each year, commencing August 1, 2011, 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 prior to its stated maturity. Interest hereon shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest hereon and, upon presentation and surrender hereof at the principal

office of the Registrar described below, the principal hereof are payable in lawful money of the United States of America by check or draft issued by U.S. Bank National Association, St. Paul, Minnesota, as registrar, transfer agent and paying agent, or its successor designated under the Resolution described herein (the “Registrar”).

This Bond is one of an issue in the aggregate principal amount of \$525,000 (the “Bonds”), issued by the County to finance the renovation of the Todd County Historic Courthouse and is issued pursuant to and in full conformity with resolutions of the County Board, including a resolution adopted December 21, 2010 (the “Resolution”), and authority conferred by more than the requisite majority vote of the qualified electors of the County voting on the question of its issuance at an election duly and legally called and held, and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475. 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 Bonds are issuable only in fully registered form, in denominations of \$5,000 or any integral multiple thereof, of single maturities.

The Bonds are subject to redemption and prepayment at the option of the County, in whole or in part, in such order as the County shall determine and, within a maturity, by lot as selected by the Registrar (or, if applicable, by the bond depository in accordance with its customary procedures) in multiples of \$5,000, on February 1, 2020, and on any date thereafter, at a price equal to the principal amount thereof plus interest accrued to the date of redemption. The County will cause notice of the call for redemption to be published as required by law and, at least thirty (30) and not more than sixty (60) days prior to the designated redemption date, 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.

The Bonds are also subject to extraordinary redemption, at the option of the County, in whole or in part, at a redemption price equal to par plus accrued interest to the redemption date, upon or on any date after the occurrence of a Determination of Ineligibility. A “Determination of Ineligibility” means (i) the enactment of legislation or the adoption of final regulations or a final decision, ruling or technical advice by any federal judicial or administrative authority which would have the effect of deeming, determining or rendering the Bonds not qualified for treatment as Recovery Zone Economic Development Bonds under Section 1400U-2 of the Code; (ii) the federal government discontinues the Recovery Zone Economic Development Bonds direct payment program or reduces the refundable credit to the County with retroactive applicability to bonds issued prior to the date of such discontinuance or reduced refundable credit; or (iii) the receipt by the County of a written opinion of nationally recognized bond counsel selected by the

County to the effect that the Bonds are not Recovery Zone Economic Development Bonds under Section 1400U-2 of the Code.

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 happen, to exist 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 according to its terms have been done, have happened, do exist and have been performed in regular and due form, time and manner as so required; that, prior to the issuance hereof, a direct, annual, ad valorem tax has been duly levied upon all taxable property in the County for the years and in amounts not less than five percent in excess of sums sufficient to pay the interest hereon and the principal hereof as the same respectively become due; that additional taxes, if needed to meet the principal and interest requirements of the Bonds, shall be levied upon all such property without limitation as to rate or amount; and that the issuance of the Bonds 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, the County of Todd, State of Minnesota, by its County Board, has caused this Bond to be executed on its behalf by the facsimile signatures of the Chair and County Administrator.

TODD COUNTY, MINNESOTA

(facsimile signature County Administrator)

(facsimile signature Chair)

CERTIFICATE OF AUTHENTICATION

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

Dated: \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION,  
as Registrar

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

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

Additional abbreviations may also be used.

ASSIGNMENT

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

Dated: \_\_\_\_\_

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

Signature Guaranteed:

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

Please insert social security or other identifying number of assignee:

\_\_\_\_\_  
[end of bond form]

#### SECTION 4. USE OF PROCEEDS.

4.01. Taxable General Obligation Courthouse Bonds, Series 2010 (Recovery Zone Economic Development Bonds) Acquisition Fund. There is hereby established on the official books and records of the County a Taxable General Obligation Courthouse Bonds, Series 2010 (Recovery Zone Economic Development Bonds) Acquisition Fund (the "Acquisition Fund"), and the County shall continue to maintain the Acquisition Fund until payment of all costs and expenses incurred in connection with the Project financed by the Bonds have been paid. The County shall comply with all requirements of the American Recovery and Reinvestment Act of 2009 ("ARRA"), Code Sections 1400U-1-3 and guidance thereunder, including prevailing wage standards codified at U.S.C. Title 40, Chapter 31, Subchapter IV, in the construction of the Project. To the Acquisition Fund there shall be credited from the proceeds of the Bonds an amount equal to a portion of the estimated cost of the Project, and from the Acquisition Fund there shall be paid acquisition costs and expenses. After payment of all acquisition costs to be financed with proceeds of the Bonds, the Acquisition Fund shall be discontinued. At such time as the Project is completed the County shall apply any remaining balance in the Acquisition Fund, including any investment earnings having accrued therein, to the defeasance of a

proportionate amount of the Bonds in accordance with Section 1.1001-3 of the Regulations, as amended, or in such other manner as the County’s bond counsel shall approve.

4.02. Taxable General Obligation Courthouse Bonds, Series 2010 (Recovery Zone Economic Development Bonds) Bond Fund. So long as any of the Bonds are outstanding and any principal or interest thereon unpaid, the County shall maintain as a separate account on its books and records a Taxable General Obligation Courthouse Bonds, Series 2010 (Recovery Zone Economic Development Bonds) Bond Fund (the “Bond Fund”). The Bond Fund shall be used for no purpose other than payment of the principal of and interest on the Bonds. The County irrevocably appropriates to the Bond Fund (a) any amount in excess of the amount deposited to the Acquisition Fund pursuant to Section 4.01; (b) the amounts specified in Section 4.01, after payment of all costs of the Project; (c) all taxes levied and collected in accordance with this resolution and (d) all other moneys as shall be appropriated by the County to the Bond Fund from time to time. If any payment of principal of and interest on the Bonds shall become due when there is not sufficient money in the Bond Fund to make such payment, the County Administrator shall pay the same from any other available fund of the County, and such other fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of the Bonds when available.

4.03. Tax Levies. For the prompt and full payment of the principal and interest on the Bonds as the same respectively become due, the full faith, credit and taxing power of the County shall be and are hereby irrevocably pledged. To provide moneys for the payment of principal of and interest on the Bonds as required by Minnesota Statutes, Section 475.61, subdivision 1, there is hereby levied on all of taxable property in the County a direct, annual ad valorem tax which shall be spread upon the tax rolls for collection in the years and amounts as follows, as a part of other general taxes of the County, as follows:

<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
2010 – 2025	2011 – 2026	See attached levy computation

The foregoing taxes shall be irrepealable as long as any of the Bonds are outstanding and unpaid, provided that the County reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61. It is estimated that the ad valorem taxes will be collected in amounts which equal not less than five percent in excess of the annual principal and interest requirements of the Bonds. If, as of the date tax levies are certified in any year, the sum of the balance in the Bond Fund plus any ad valorem taxes theretofore levied for the payment of Bonds payable therefrom and collectible through the end of the following calendar year is not sufficient to pay when due all principal and interest to become due on all Bonds payable therefrom in said following calendar year, or the Bond Fund has incurred a deficiency in the manner provided in Section 4.02, an additional direct, irrepealable, ad valorem tax shall be levied on all taxable property within the corporate limits of the County for the purpose of restoring such accumulated or anticipated deficiency in accordance with the provisions of this resolution.

SECTION 5. DEFEASANCE. When all of the Bonds have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution to the Holders of the

Bonds shall cease. The County may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The County may also 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 the Registrar or with a bank or trust company qualified by law to act as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited for such purpose, 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 to pay all principal and interest to become due thereon to maturity or, if notice of redemption as herein required has been irrevocably provided for, to an earlier designated redemption date, provided, however, that if such deposit is made more than ninety days before the maturity date or specified redemption date of the Bonds to be discharged, the County shall have received a written opinion of Bond Counsel to the effect that such deposit does not adversely affect the qualification of the Bonds as Recovery Zone Economic Development Bonds under Section 1400U-2 of the Code and a written report of an accountant or investment banking firm verifying that the deposit is sufficient to pay when due all of the principal and interest on the Bonds to be discharged on and before their maturity dates or earlier designated redemption date.

#### SECTION 6. TAX COVENANTS, ARBITRAGE MATTERS, REIMBURSEMENT AND CONTINUING DISCLOSURE.

6.01. Covenant. The County covenants and agrees with the owners 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, if the interest on the Bonds were intended to be tax-exempt, to become includable in gross income of the recipient under the Code and applicable Treasury Regulations (the "Regulations"), and covenants to take any and all affirmative actions within its powers to ensure that the interest on the Bonds (if the interest on the Bonds were intended to be tax-exempt) will not become includable in gross income of the recipient under the Code and the Regulations. All proceeds of the Bonds deposited in the Acquisition Fund will be expended solely for the payment of the costs of the Project. The County represents and covenants that all improvements financed and to be financed from the proceeds of the Bonds are and will be owned and operated by the County and available for use by members of the general public on a substantially equal basis. The County has not entered and will not enter into any lease, management contract, operating agreement, use agreement or other contract relating to the use, operation or maintenance of the Project or any part thereof which would cause the Bonds, if interest on the Bonds were intended to be tax-exempt, to be considered "private activity bonds" or "private loan bonds" pursuant to Section 141 of the Code.

6.02. Arbitrage Certification. The Chairperson and County Administrator being the officers of the County charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code and applicable Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds, it is reasonably expected that the proceeds of the Bonds will not be used



in a manner that would cause the Bonds, if the interest on the Bonds were intended to be tax-exempt, to be “arbitrage bonds” within the meaning of the Code and the applicable Regulations.

6.03. Arbitrage Rebate. The County acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The County covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the status of the Bonds as Recovery Zone Economic Development Bonds under Section 1400U-2 of the Code, unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the spending exceptions set forth in Section 1.148-7 of the Regulations and no “gross proceeds” of the Bonds (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof.

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

6.05. 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:

(1) on or before 365 days after the end of each fiscal year of the County, commencing with the fiscal year ending December 31, 2010, 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, containing balance sheets as of the end of such fiscal year and a statement of operations, changes in fund balances and cash flows for the fiscal year then ended, showing in comparative form such figures for the preceding fiscal year of the County, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified 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: Current Property Valuations; Direct Debt; Tax Levies and Collections; Population Trend and Employment/Unemployment Data.

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the County shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the County shall provide the audited financial statements. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been filed with the SEC or have been made available to the public on the web site of the Municipal Securities Rulemaking Board (the "MSRB"). 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, that 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 described in paragraph (2) hereof, then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations. If the Disclosure Information is changed or this section is amended as permitted by this paragraph (b)(1) or subsection (d), then the County shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

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

As used herein, a material fact is a fact as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell 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, a material fact is also an event that 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 governmental 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, 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, in an electronic format as prescribed by the MSRB from time to time, the information described in subsection (b).
- (2) The County further agrees to make available, by electronic transmission, overnight delivery, mail or other means, as appropriate, the information described in subsection (b) to any rating agency then maintaining a rating of the Bonds at the request of the County and, at the expense of such Bondowner, to any Bondowner who requests in writing such information, at the time of transmission under paragraph (1) of this subsection (c), or, if such information is transmitted with a subsequent time of release, at the time such information is to be released.
- (3) 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.
- (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)(3) hereof) or the consent of the Owners of any Bonds, by a resolution of this Board filed in the office of the recording officer of the County accompanied by an opinion of Bond Counsel, who may rely on certificates of the County and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the County or the type of operations conducted by the County, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this section as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

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

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

**SECTION 7. CERTIFICATION OF PROCEEDINGS.**

7.01. Registration and Levy of Taxes. The County Auditor is hereby authorized and directed to file in the records of the County, a certified copy of this resolution, together with such additional information as may be required, and to issue a certificate that the Bonds have been

entered upon the County Auditor's bond register and that the tax for the payment of the Bonds has been levied as required by law.

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

7.03. Official Statement. The Official Statement relating to the Bonds, dated December \_\_, 2010, prepared and distributed by Public Financial Management, Inc., the financial consultant for the County, is hereby approved. Public Financial Management, Inc. is hereby authorized on behalf of the County to prepare and deliver to the Purchaser within seven business days from the date hereof a supplement to the Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Official Statement by Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934. The officers of the County are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

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

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

CERTIFICATE OF COUNTY AUDITOR  
AS TO REGISTRATION OF BONDS AND TAX LEVY

The undersigned, being the duly qualified and acting County Auditor of Todd County, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on December 21, 2010, by the Board of County Commissioners of Todd County, Minnesota, setting forth the form and details of an issue of \$525,000 Taxable General Obligation Courthouse Bonds, Series 2010 (Recovery Zone Economic Development Bonds), dated as of December 29, 2010, and levying taxes for their payment.

I further certify that the issue has been entered on my bond register and the tax required by law for their payment has been levied and filed as required by Minnesota Statutes, Sections 475.61 to 475.63.

WITNESS my hand and official seal this \_\_\_\_\_ day of December, 2010.

\_\_\_\_\_  
Todd County Auditor

(SEAL)

# Todd County, MN Board Action Form



<b>Action Requested</b>	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use):	

<b>Title (for publication with the Agenda):</b> Approve Contract -Contegrity, Inc.	
Date of Meeting: Dec 21, 2010	Total time requested: 5 min
Department Requesting Action: Administration	
Presenting Board Action/Discussion at Meeting: Administrator	
<b>Background</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed	
The Board directed administration bring forth contracts for consideration with Contegrity, Inc. for construction management services related to the renovation and resoration of the historic courthouse.	
<b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed	
<b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Approval of a contract between Todd County and Contegrity, Inc. for construction management services related to the renovation and restoration of the Todd County Historic Courthouse at a cost not to exceed \$96,750 for constrution management and \$11,600 a month for on site supervision during construction.	
<b>Financial Implications:</b> \$ <= 235,950	Comments
Funding Source: Bond Proceeds	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

<b>Signatures</b>	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Nathan W. Burkett, County Administrator, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Administration Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:	
Seal	



# Todd County, MN Board Action Form



<b>Action Requested</b>	
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use):	

<b>Title (for publication with the Agenda):</b> Approve Bond Sale	
Date of Meeting: Dec 21, 2010	Total time requested: 5 min
Department Requesting Action: Administration	
Presenting Board Action/Discussion at Meeting: Administrator	
<b>Background</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed	
See Resolution - the Board directed by resolution on Nov. 30, 2010 that the County's fiscal advisor prepare a bond sale and execute said bond sale on behalf of the County Board. The County Board must ratify the results of the bond sale to complete the sale.	
<b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed	
<b>Recommendation</b> <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Approve attached resolution	
<b>Financial Implications: \$+525,000</b>	Comments
Funding Source: Bond Proceeds	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

<b>Signatures</b>	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Nathan W. Burkett, County Administrator, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Administration Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:	
Seal	