



**AGENDA**  
***PINE COUNTY BOARD MEETING***

- District 1    Commissioner Hallan (Vice-Chair)
- District 2    Commissioner Pangerl
- District 3    Commissioner Chaffee (Chair)
- District 4    Commissioner Rossow
- District 5    Commissioner Carlson

**Tuesday, October 2, 2012    10:00 a.m. Pine County Courthouse, Pine City, MN**

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- A) Call meeting to order
- B) Pledge of Allegiance
- C) Public Forum. Members of the public are invited to speak on items not on the agenda. Each speaker should state his/her name and limit comments to 3 minutes.
- D) Approve Agenda
- E) Approve Minutes of September 18, 2012 Board Meeting
- F) Approve Consent Agenda

**\*\*\*CONSENT AGENDA\*\*\***

The consent agenda is voted on without any discussion. Any commissioner may request an item be removed and added to the regular agenda.

**Auditor/Treasurer**

- 1.    September 2012 Disbursements (attached)
- 2.    Application for Abatement:
  - a.    Richard Sr. and Peggy Wasson, 1865 Oak Drive SW, Pine City, PID 26.0489.000, pay 2010-2012

**Donations**

Accept \$300 donation from the Askov Rutabaga Festival and Fair Association and designate to the Pine County Sheriff's Volunteer Posse.

## **Training Requests**

### **Administrator**

1. Authorize County Administrator, David Minke, and County Commissioners to attend Association of Minnesota Counties United by Design Conference, December 3-4, 2012 at River's Edge Convention Center, St. Cloud, MN. Registration cost is \$350, lodging/meals approximately \$100, plus mileage per person.

## **\*\*\*REGULAR AGENDA\*\*\***

### **1. Public Hearing for the Small Cities Development Program**

The hearing is scheduled for 10:00 a.m. or as soon thereafter as possible. This hearing is required by the program to provide the Board an update.

- a. Open the public hearing.
- b. Dana Johnson from Lakes and Pines will provide an update on the project.
- c. Accept public comment.
- d. Close the public hearing.

### **2. Recognition of Retirement**

Recognition of Maintenance Supervisor David Steven's retirement and 36 years of service to Pine County.

### **3. Donations**

Accept \$7,500 donation from the Mille Lacs Band of Ojibwe and designate for economic development.

### **4. Transportation Committee Report**

Approve the 2013-2017 Road Construction Program. The Transportation Committee met on 9/6/12 and recommends approval of the 2013-2017 Road Construction Program.

### **5. Commission Nominations/Appointments**

- A) Appointment to District 2, Planning Commission vacancy.
- B) Appointment to District 3, Board of Adjustments vacancy.

**6. Sale of \$14,110,000 General Obligation Capital Improvement Plan Bonds, Series 2012A**

- A) Approve the Resolution Authorizing Issuance, Awarding Sale, Prescribing the Form and Details and Providing for the Payment of \$14,110,000 General Obligation Capital Improvement Plan Bonds, Series 2012A.
- B) Approve Escrow Agreement with U.S. Bank National Association, St. Paul, Minnesota.

**7. Commissioner Updates**

**8. Upcoming Meetings**

Personnel Committee Meeting, **Tuesday, October 9, 2012, 9:00 a.m.** Administrator's Conference Room, Pine County Courthouse, Pine City, Minnesota

Pine County Health and Human Services Meeting, **Tuesday October 16, 10:00 a.m.** Public Health Building Sandstone, Minnesota

Pine County Special Board Meeting, **Tuesday, October 16, 2012, 11:00 a.m.** Public Health Building Sandstone, Minnesota, for the purpose of touring Schmedeke Lane

Pine County Board Meeting, **Tuesday, October 16, 2012, 1:00 p.m.** Public Health Building, Sandstone, Minnesota

NLX meeting, **Wednesday, October 24, 2012, 10:00 a.m.** Boardroom, Pine County Courthouse, Pine City, MN

**9. Recess until 12:00 noon to Rys Farm, 8860 560<sup>th</sup> Street, Pine City for lunch**

**10. After Lunch the Board will Conduct a Road Tour of Southern Pine County**

**11. Adjourn**

**MINUTES OF PINE COUNTY BOARD MEETING**

**Regular Meeting**

**Tuesday, September 18, 2012, 1:00 p.m. Public Health Building, Sandstone, MN**

Chairman Chaffee called the meeting to order at 1:00 p.m. Present were Commissioners Doug Carlson, Steve Hallan, Curt Rossow. Also present were County Attorney John Carlson and County Administrator David Minke. Commissioner Mitch Pangerl was excused.

The Pledge of Allegiance was said.

Chairman Chaffee called for public comment. There was no public comment.

Chairman Chaffee announced changes to the Regular Agenda by adding item number 2A, Nathan Johnson from the City of Pine City who would like to present on a business loop designation. Commissioner Hallan moved to adopt the amended agenda. Commissioner Rossow seconded. Motion carried 4-0.

Commissioner Carlson moved to approve the minutes of the September 4, 2012 board meeting. Commissioner Rossow seconded. Motion carried 4-0.

**Minutes of Boards, Committees and Correspondence**

1. Pine County HRA Senior Housing Board Meeting Minutes, July 26, 2012
2. Pine County Soil & Water Meeting Minutes, August 2, 2012
3. Pine County Land Surveyor Monthly Report, August 2012
4. ECRL Library Board Minutes June 11, 2012
5. ECRL Library Board Minutes August 13, 2012
6. Pine County Health and Human Services Advisory Committee Minutes September 5, 2012
7. Initiative Foundation letter of thank you for donation
8. Pine County Probation Advisory Committee Minutes May 22, 2012
9. Pine County Probation Advisory Committee Minutes August 28, 2012

**\*\*\*CONSENT AGENDA\*\*\***

1. Review August Cash Balance

Fund	July 31	August 31	Increase(Decrease)
Revenue Fund	\$1,461,226	\$724,825	(\$736,401)
Health and Human Services Fund	\$1,839,790	\$2,137,495	\$297,705
Road and Bridge Fund	\$7,916,025	\$6,970,677	(\$945,348)
Land Management Fund	\$1,130,256	\$1,177,021	\$46,765

2. Approve the August Disbursements.

3. Approve application for abatement:

- a. Francis Aiello, 15251 Copper Canyon Rd., Pine City, PID 26.5015.000, Pay 2010 & 2011.
- b. Jerry and Lavonne Thurn, 11726 Henriette Rd. Pine City, PID 28.8900.601, Pay 2010-2012.

4. Amendment #1 for Grant Agreement #50711 extending the Term and authorize the Chair and County Administrator to sign the Amendment.

Commissioner Hallan moved to approve the consent agenda. Chairman Chaffee seconded. Motion carried 4-0.

**\*\*\*REGULAR AGENDA\*\*\***

**1. Public Hearing on a Project by Pine Habilitation and Supported Employment, Inc.**

Chairman Chaffee opened the public hearing at 1:04 p.m. PHASE Director Tim Schmutzer gave an overview of the project related to refinancing one PHASE facility. Chairman Chaffee called for public comment. Sam Griffith, Sandstone City Administrator offered his support of the PHASE project. No other public comments were made. The public hearing was closed at 1:07 p.m. Commissioner Carlson made a motion to approve the resolution and authorize the Board Chair and County Administrator to sign. Second by Commissioner Hallan. Motion carried 4-0.

## **2. Presentation by the Extension Office – Pine County**

Approve Memorandum of Agreement with the University of Minnesota for Extension services for 2013-2015. Susanne Hinrichs, Regional Director of Northeastern Minnesota from the University of Minnesota Extension Office, was present and gave an overview of the Extension Program. Commissioner Carlson asked how the Pine County 4-H program is doing. Lorelei Finley, Pine County 4-H Coordinator explained the 4-H program and gave totals for 2011. Motion by Commissioner Hallan to approve the Memorandum of Agreement with the University of Minnesota for Extension services for 2013-2015 and authorize the Board Chair and County Administrator to sign the agreement. Second by Commissioner Rossow. Motion carried 4-0.

### **2A. City of Pine City Business Loop Proposal**

Nathan Johnson, City Planner from the City of Pine City, presented a proposed business loop plan for the City of Pine City and provided a map. Motion by Commissioner Hallan to direct Administrator Minke to provide a letter of support of the Pine City Business Loop and to consent to signing the county roads to the City of Pine City. Second by Commissioner Rossow. Motion carried 4-0.

## **3. Personnel Committee Report**

The Personnel Committee met on September 11, 2012 and made the following recommendations:

- a) Fill the vacant part-time maintenance worker position.
- b) Authorize Building Maintenance Worker Peter Umbreit to be a full-time position.
- c) Authorize the filling of four vacant fulltime positions at the jail and reduce the part-time authorization to eight.
- d) Authorize the creation of an Administrative Assistant position in the county Administrator's office and approve the restructure.
- e) Authorize the reposting of a vacant assessor position.

Motion by Commissioner Rossow to approve the recommendations of the Personnel Committee. Second by Chairman Chaffee. Motion carried 4-0.

## **4. Transportation Committee Report**

Administrator Minke led a brief discussion about the Transportation Committee Report and board members commented that promoting safety along Pine County roadways is a priority.

## **5. Land/Zoning/Solid Waste**

Pine County Private Sale of Tax-Forfeited Land, Resolution No. 091812-1. Pine County Land Commissioner Kurt Schneider provided information regarding the details of the land sale. Motion by Commissioner Carlson to approve Pine County Private Sale of Tax-Forfeited Land, Resolution 091812-1 and authorize the Board Chair and County Administrator to sign the resolution. Second by Commissioner Rossow. Motion carried 4-0.

## **6. Delegation of Authority for the Small Cities Development Program**

Administrator Minke explained the Small Cities Development Grant and the proposed resolution. Motion by Commissioner Rossow to approve the Resolution Delegating Certain Authority for the Small Cities Development Program Administration to the County Administrator and authorize Board Chair and County Administrator to sign the resolution. Second by Commissioner Hallan. Motion carried 4-0.

## **7. Fall Road Tour**

Administrator Minke states that Pine County Highway Engineer LeBrun recommends that the fall road tour be held on October 2, 2012 after the regular county board meeting. The road tour would be covering the southern portion of Pine County around Pine City. It was the consensus of the board to conduct the tour at 1:00 p.m. on October 2, 2012.

## **8. Commissioner Updates**

The board called a special meeting for October 16, 2012 at 11:00 a.m. at the Public Health Building in Sandstone for the purpose of touring Schmedeke Lane.

Commissioner Carlson states there is an Arrowhead Counties Association meeting on September 19, 2012 at 6:00 p.m. at the Hampton Inn, Canal Park, Duluth, Minnesota.

## **9. Upcoming Meetings**

NLX meeting, **Wednesday, September 26, 2012, 10:00 a.m.** Boardroom, Pine County Courthouse, Pine City, Minnesota

Technology Committee Meeting, **Tuesday, October 2, 2012, 8:30 a.m.**  
Administrator's Conference Room, Pine County Courthouse, Pine City, Minnesota

Pine County Board Meeting, **Tuesday, October 2, 2012, 10:00 a.m.** Boardroom, Pine County Courthouse, Pine City, Minnesota

Personnel Committee Meeting, **Tuesday, October 9, 2012, 9:00 a.m.** Administrator's Conference Room, Pine County Courthouse, Pine City, Minnesota

Pine County Health and Human Services Meeting, **Tuesday October 16, 10:00 a.m.**  
Public Health Building Sandstone, Minnesota

Pine County Special Board Meeting, **Tuesday, October 16, 2012, 11:00 a.m.** Public Health Building Sandstone, Minnesota

Pine County Board Meeting, **Tuesday, October 16, 2012, 1:00 p.m.** Public Health Building, Sandstone, Minnesota

## **10. Adjourn**

With no further business, Chairman Chaffee adjourned the County Board meeting at 1:38 p.m. until the next scheduled County Board Meeting on October 2, 2012 at 10:00 a.m. at the Pine County Courthouse Boardroom, Pine City, Minnesota.

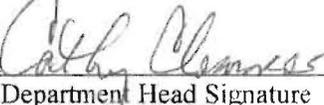
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David J. Minke, Administrator  
Clerk to County Board

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Steve Chaffee, Chair  
Board of County Commissioners

**PINE COUNTY REQUEST FOR BOARD ACTION**

Requested Board Date:  October 2, 2012	<input checked="" type="radio"/> Consent Agenda <i>(Please Circle)</i>  Regular Agenda Estimated Time: <i>(Please Circle)</i> 10 Min. 15 Min. <small>Time needed</small> 30 Min. 45 Min. 1 hour
Department Requesting Action:  <b><u>Auditor/Treasurer</u></b>	 Department Head Signature  Date

<p><b>Item for Discussion:</b></p> <p><i>September 2012 Disbursements</i></p>          <p><b>Board Action Requested:</b> (Attach additional pages if needed)</p>          <p align="center">Supporting Documents: Attached None</p>
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CATHYJ  
9/26/12 8:24AM

\*\*\*\*\* Pine County \*\*\*\*\*



DISBURSEMENTS JOURNAL REPORT Specific Dates: 09/01/2012 - 09/30/2012

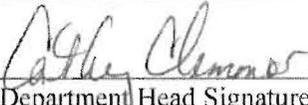
RECAP BY FUND

FUND	AMOUNT	NAME
1	252,923.90	GENERAL REVENUE FUND
13	1,494,678.07	ROAD & BRIDGE FUND
22	8,661.57	LAND MANAGEMENT FUND
38	4,533.00	BUILDING FUND
76	231,566.49	GROUP HEALTH INS FUND 5/1/95 (GEN)
80	9,981.50	COUNTY COLLECTIONS AGENCY FUND
82	81,410.14	TAXES AND PENALTIES AGENCY FUND
84	205.20	EAST CENTRAL DRUG TASK FORCE AGENCY F
	2,083,959.87	Total Disbursements

RECAP BY TYPE

TYPE	AMOUNT	NAME
1	2,083,959.87	AUD
	2,083,959.87	Total Disbursements

**PINE COUNTY REQUEST FOR BOARD ACTION**

Requested Board Date:  October 2, 2012	<u>Consent Agenda</u> (Please Circle)  Regular Agenda Estimated Time: (Please Circle) 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department Requesting Action:  <b><u>Auditor/Treasurer</u></b>	 Department Head Signature      9-26-12 Date

**Item for Discussion:**

*Application for Abatement  
Richard & Peggy Wasson Sr, 1865 Oak Dr SW, Pine City, PID 26.0489.000, pay 2010-2012*

**Board Action Requested:** (Attach additional pages if needed)

Supporting Documents:    Attached    None

# APPLICATION FOR ABATEMENT - HOMESTEAD FORM

(M.S. 375.192)

DATE: 9/4/12  
Abatement # AB12-26

\$25 Fee Collected: YES  NO

For Taxes Levied In: 2011  
And Payable In: 2012

Please Print Or Type

Applicants Name: <u>Richard Sr. &amp; Peggy Wasson</u>	Applicants Mailing Address: <u>1865 Oak Pr SW Pine City, MN 55063</u>
Applicant's SSN: <u>SSN on file</u>	
Telephone (Home): _____	
Telephone (Work): <u>320-629-8233 (Peggy)</u>	

Description Of Property: \_\_\_\_\_ Property ID or Parcel Number: 26.0489.000  
 Street Address: 1865 Oak Pr. SW - Pine City  
 Township/City: Pine City Twp  
 School District: 578

Legal Description: part of government lot 4 s32-T39-R21 SEP 13 2012

### OWNERSHIP DATA

I/We declare that I/We owned and occupied the property described above for the purpose of homestead on January 2, \_\_\_\_\_ (or Dec 1, 1996 mid-year homesteads) and that such occupancy began on July 30, 1996 and that my/our ownership is evidenced by a warranty deed dated July 30, 1996 which provides for a sole/shared ownership interest by a total of 2 persons.

Minn. Stat., Sec. 375.192. Subd. 1 requires the names and social security numbers of all property owners claiming homestead to verify that they are not receiving more than one homestead. Your social security number is private information. If you fail to provide the social security numbers, this property will not be eligible for the homestead classification. State law provides for county government to make social security numbers available only to the Minnesota Department of Revenue.

Owner's Name: Richard Wasson Sr. Social Security Number: on file  
 Owner's Name: Peggy Wasson Social Security Number: on file  
 Owner's Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
 Owner's Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

### Applicants Request:

Applicant Requests that the real estate described above be classified for the above year as real estate used for the purposes of a homestead and that the taxable value and the taxes for the above year be reduced accordingly. This statement is a true and full statement of all facts known to the applicant relative to this matter.

Applicant's Signature: Richard P Wasson SR  
Peggy Wasson

NOTE: Minnesota Statutes 1988, Section 609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of the statement knows is false may be sentenced, unless otherwise provided by law, to imprisonment for not more than one year or to payment of a fine of not more than \$3,000, or both."

### REPORT OF INVESTIGATION:

I hereby report that I have investigated the statements made in the foregoing application and find the facts to be as follows:  
When son, Richard Jr. purchased property with Peggy as a co-signer, we must have assumed Richard Sr. & Peggy had married.

The applicant(s) has/have provided the following documentation as proof of occupancy:

Homestead application.

[Signature] 9/4/12  
Signature of Investigator Date

# APPLICATION FOR ABATEMENT - HOMESTEAD FORM

(M.S. 375.192)

DATE: 9/4/12  
Abatement # AB11-38

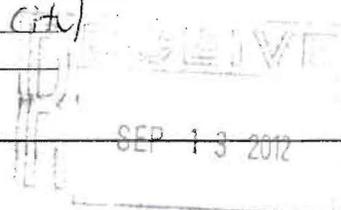
\$25 Fee Collected: YES \_\_\_ NO X

For Taxes Levied In: 2010  
And Payable In: 2011

Please Print Or Type

Applicants Name: <u>Richard Sr. &amp; Peggy Wasson</u>	Applicants Mailing Address: <u>1865 Oak Dr SW Pine City, MN 55063</u>
Applicant's SSN: <u>SSN on file</u>	
Telephone (Home): _____	
Telephone (Work): <u>320-629-8233 (Peggy)</u>	

Description Of Property: \_\_\_\_\_ Property ID or Parcel Number: 260489.000  
 Street Address: 1865 Oak Dr. SW - Pine City  
 Township/City: Pine City Twp  
 School District: 578



Legal Description: part of government lot 4 S32-T39-R21

### OWNERSHIP DATA

I/We declare that I/We owned and occupied the property described above for the purpose of homestead on January 2, \_\_\_\_\_ (or Dec 1, 1996 mid-year homesteads) and that such occupancy began on JULY 30, 1996 and that my/our ownership is evidenced by a warranty deed dated JULY 30, 1996 which provides for a sole/shared ownership interest by a total of 2 persons.

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Owner's Name: Richard Wasson Sr. Social Security Number: on file  
 Owner's Name: Peggy Wasson Social Security Number: on file  
 Owner's Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
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Applicant's Signature: Richard Wasson Sr  
Peggy Wasson

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### REPORT OF INVESTIGATION:

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When son, Richard Jr. purchased property with Peggy as a co-signer, we must have assumed Richard Sr. & Peggy had married.  
 The applicant(s) has/have provided the following documentation as proof of occupancy:

Homestead application.

[Signature]  
Signature of Investigator  
Pine County

9/4/12  
Date

# APPLICATION FOR ABATEMENT - HOMESTEAD FORM

(M.S. 375.192)

DATE: 9/4/12  
Abatement # AB-10-74

\$25 Fee Collected: YES  NO

For Taxes Levied In: 2009  
And Payable In: 2010

Please Print Or Type

Applicants Name: <u>Richard Sr. &amp; Peggy Wasson</u>	Applicants Mailing Address: <u>1865 Oak Dr SW Pine City, MN 55063</u>
Applicant's SSN: <u>SSN on file</u>	
Telephone (Home): _____	
Telephone (Work): <u>320-629-8233 (Peggy)</u>	

Description Of Property: \_\_\_\_\_ Property ID or Parcel Number: 26.0489.000  
 Street Address: 1865 Oak Dr. SW - Pine City  
 Township/City: Pine City Twp  
 School District: 578

Legal Description: part of government lot 4 s32-T39-R21

SEP 13 2012

### OWNERSHIP DATA

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 Owner's Name: Peggy Wasson Social Security Number: on file  
 Owner's Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
 Owner's Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

### Applicants Request:

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Applicant's Signature: Richard Wasson SR  
Peggy Wasson

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### REPORT OF INVESTIGATION:

I hereby report that I have investigated the statements made in the foregoing application and find the facts to be as follows:  
Wonen son, Richard Jr. purchased property with Peggy as a co-signer, we must have assumed Richard Sr. & Peggy had mortgaged.

The applicant(s) has/have provided the following documentation as proof of occupancy:

Homestead application.

[Signature] \_\_\_\_\_ 9/4/12  
Signature of Investigator Date

## PINE COUNTY REQUEST FOR BOARD ACTION

<p>Requested Board Date: <u>October 2</u> <del>September 18</del>, 2012</p>	<p><b>Consent Agenda</b> <i>(Please Circle)</i></p> <p>Regular Agenda Estimated Time: <i>(Please Circle)</i> _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour</p>

The Pine County Sheriff's Volunteer Posse has received a donation from the Askov Rutabaga Festival and Fair Association in the amount of \$300.

**Board Action Requested:**

I respectfully ask the County Board to accept the donation for the Pine County Sheriff's Volunteer Posse.

Supporting Documents: Attached None

# Join Your Friends & Colleagues at the County Event of the Year!

Each December for over 100 years, the Association of Minnesota Counties' (AMC) Annual Conference is where more than 600 county elected officials, department heads, and staff, come together to learn and discuss the important topics and trends affecting county government.

Minnesota's 87 counties have a long tradition of finding better ways to deliver services, perform more efficiently, and improve overall service to their constituents. There are a variety of challenges and opportunities currently facing counties, and continuing to learn new or improved ways to work is more important now than ever before.

## Visit the Vendor Fair!

Visit more than 111 exhibits in the Vendor Fair, open on Monday and Tuesday, which showcases exhibitors whose products and services help county government do its business better!

This year's conference schedule has been significantly revamped and the length of the conference shortened. The biggest change to this year's conference is that we will be ending the conference on Tuesday afternoon following the AMC Business Meeting.

In order to give attendees a wide variety of subjects to learn more about, our workshop schedule offers 30 one-hour workshops on a wide variety of topics over two days. There is literally something for everyone and then some!

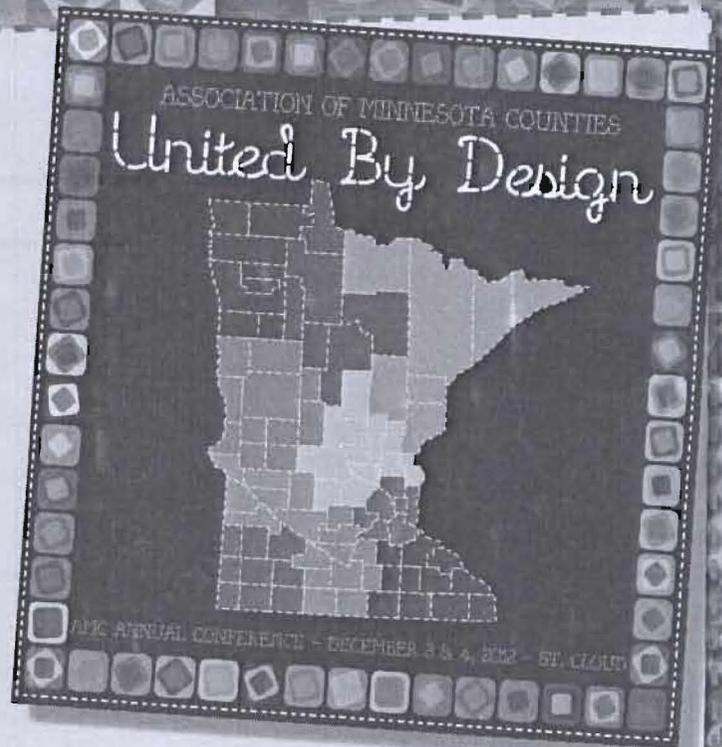
The Opening Session Monday morning features keynote speaker St. John's University Football Coach John Gagliardi, the winningest coach in college football history! Now in his

60th season as head coach of the Johnnies, Gagliardi's success is attributable to more than just football strategy and tactics. He creates an environment of fun and high expectations and he concentrates on methods and practices that truly focus on winning football games. In short, Gagliardi's approach is one of concentration at the critical point

and flawless execution. It is accomplished through a practice regimen that is purposeful -- emphasizing repetition and fundamentals.

## "SURPRIZE" DRAWINGS!

We will be holding several drawings for smaller items throughout the conference inside the Vendor Fair. Names for these drawings will be drawn from the conference registration list and you must be present to win.



The Awards Banquet Monday night provides an opportunity to publicly recognize counties and individuals for outstanding achievements in government. Nomination forms are available at [www.mncounties.org](http://www.mncounties.org). Deadline: October 14.

The St. John's University Boys' Choir will perform Monday night at the end of the awards banquet. Now in its 31st season, The St. John's Boys' Choir continues the tradition of enabling boys to express themselves through music, and provides an environment that nurtures and encourages creativity. Members of The St. John's Boys' Choir represent home, public, and private schools in more than 15 communities around Central Minnesota. You can learn more at [www.sjbchoir.org](http://www.sjbchoir.org).

AMC's Business Meeting has moved to Tuesday afternoon at the conclusion of the conference. This important part of the conference is where input from all county delegates is encouraged as we vote on our legislative platform and elect AMC officers for the coming year. The conference will end following the election of AMC's 2013 officers and the final Grand Prize drawing so you can get on the road by late afternoon.

## SILENT AUCTION!

Place bids on great items and help a good cause, with all proceeds going toward the annual AMC Student Scholarship. Donated items range from gift certificates to iPods, from sporting event tickets to gift baskets, and everything in between!

## Grand Prize Drawing!

Attendees will be asked to complete a stamp-map inside the Vendor Fair and completed maps will go into one final Grand Prize Drawing at the conclusion of the conference on Tuesday afternoon. You must be present to win.

# 2012 AMC ANNUAL CONFERENCE SCHEDULE OF EVENTS

## Sunday, December 2

- 2:00 – 5:00 p.m. **AMC Board of Directors Meeting**
- 5:00 – 6:30 p.m. **AMC Committees & Advisory Board Meetings**
- Agriculture & Rural Development Advisory
  - Indian Affairs Advisory
- 6:30 - 8:00 p.m. **Women in Leadership Forum**
- 6:30 – 9:00 p.m. **Minnesota Rural Counties Caucus (MRCC) Meeting**

## Monday, December 3

- 7:00 a.m. **Fitness Walk**
- 7:00 a.m. **Conference Registration Open**
- 7:00 – 8:00 a.m. **Planning Committee Breakfast**
- 8:00- 10:00 a.m. **AMC Policy Committees**
- Environment & Natural Resources
  - General Government
  - Health & Human Services
  - Public Safety
  - Transportation
- 8:30 – 9:30 a.m. **Concurrent Workshops I**

### Effectively Using County Websites As Communications Tool: How To Provide Valuable Information To Citizens No Matter What Your Budget

County websites are a key tool in educating and informing citizens regarding information and services. Is your county's website being utilized to its fullest potential? Does your website meet citizen expectations by allowing users to find the information they want? In this interactive workshop, learn firsthand some best practice examples that all counties can implement no matter what the size or budget to better inform and engage citizens, while leveraging valuable organizational resources.

**Panel:** *Jessica Beyer, Blue Earth County Communications Manager & Business Analyst*  
*Danna MacKenzie, Cook County Director of Information Systems*  
*Sona Mehring, CEO, CaringBridge*  
*Christopher Voss, CEO, RightSource Compliance*  
*Laurence Reszetar, Attorney, Maslon Edelman Borman & Brand, LLP*  
*David Asp, Attorney, Lockridge Grindal Nauen, P.L.L.P.*

### Integrating LEAN Thinking in Government

This panel discussion will focus on LEAN thinking – concepts, techniques, and tools designed to reduce waste and improve the efficiency in any type of organization. Lean fundamentals can help you make the most of your resources, improve organizational performance and provide excellent customer service. The panel includes representatives from the State of Minnesota, Anoka, Winona and Crow Wing Counties. Learn about the Lean program/efforts within their organization(s) as well as their experiences with implementation.

**Panel:** *Tom Baumann, Director, Office of Continuous Improvement for the State of Minnesota*  
*Kelly Anderson, Winona County Administrative Aide in Administration, Personnel and Finance*  
*Doug Hansen, Crow Wing County Sr. GIS Specialist*  
*Mike Roff, Anoka County Associate County Administrator-Special Projects*

### Stearns County's Pre-Trial Mandatory Drug Court: Proven Crime Reduction

Operational since 2002, Stearns County's Drug Court is the only pre-trial and mandatory drug court program in the nation. Appropriate bail addressing drug addicts' danger to the public results in the immediate ability to intervene with offenders when it will matter the most. Recidivism data is significantly stronger than in traditional drug court models. Hear how this model may work in your community, through bringing system partners together to problem solve.

**Presenters:** *Janelle Kendall, Stearns County Attorney*  
*Mark Sizer, Stearns County Human Services Director*

### (Concurrent Workshops I, continued)

#### Sharing Employees: Joint Employer Liability

Counties often collaborate to share resources, including employees. However, counties must protect themselves from potential liability in a joint employer situation. Attendees learn the questions they should answer when determining how best to share personnel with another entity to minimize exposure to potential liability.

**Presenter:** *Karen Clayton Ebert, Staff Attorney for Program Management, MCIT*

#### Addressing Emerging Land Uses

Counties are sometimes faced with technological catalysts which create the need for understanding the impact of new land use types and communicating issues effectively with the public and county officials. Recent examples of emerging land uses include digital billboards, wind energy, silica sand mining and telecommunication towers. This presentation will focus on effective land use planning tools addressing emerging issues in order to protect health, safety and welfare while responding to new industry.

**Presenter:** *Jason Gilman, Director, Planning and Environmental Services, Winona County*

- 9:00 - 10:00 a.m. **MCIT Board Meeting**
- 9:00 a.m. - 5:00 p.m. **Vendor Fair Open**
- 9:30 a.m. - 2:30 p.m. **Association of Minnesota Emergency Managers (AMEM)**
- 9:30 – 10:15 a.m. **Break Inside Vendor Fair "SurpRiZe Drawing"**
- 10:00 a.m. - 3:00 p.m. **Minnesota Association of Professional County Economic Developers (MAPCED)**
- 10:15-11:30 a.m. **Opening Session**

- National Anthem
- Pledge of Allegiance
- AMC President's Welcome
- Host County Welcome
- **KEYNOTE SPEAKER: St. John's University Coach John Gagliardi**  
 Coach John Gagliardi is the winningest coach in college football history! In his 60 seasons as head coach of the Johnnies, Gagliardi's success is attributable to more than just football strategy and tactics.



- 11:30 a.m. – 1:00 p.m. **Lunch**  
*Served inside the exhibit hall.*
- 11:30 a.m. - 1:00 p.m. **AMC Extension Committee**
- 11:30 a.m. - 1:00 p.m. **MAGIC Fund Annual Meeting**
- 12:00 - 1:00 p.m. **AMC Officer Candidate Screening**
- 12:00 - 1:00 p.m. **Concurrent Workshops II**

#### Creating a Culture of Civility

The attributes of civility are easy enough to name: tolerance, respect, politeness, a basic decency in conduct—all ideals encapsulated in the Golden Rule. Similarly, Thumper's law, "If you can't say something nice, don't say nothing at all," seems an apt reminder of the need for restraint in everyday communication. Yet, in a world of conflict, and in the context of a free society in which individuals fiercely cherish the right to air their differences—a good thing for democracy—the larger question may be how we can be nice without having to bite our tongues. In this workshop participants will explore and learn the definitions of civility and incivility; the legality of civility, and recommended actions to promote a culture of civility.

**Presenters:** *Tobias Spanier, University of Minnesota Extension*  
*Kim Doyce, University of Minnesota Extension*

#### Financing Energy Conservation Improvements

Recent interest in funding energy conservation improvements to public and private buildings has generated a whole new set of financing acronyms – QECB, PACE, and PBEEEP to name just a few. We will explain how these funding tools can be applied to county projects, and how they relate to design/bid/build and performance contracting processes.

**Panel:** *Bruce Kimmel, Senior Financial Advisor, Ehlers*  
*Additional Panelists TBA*

(Concurrent Workshops II, continued)

### County Management Options

Minnesota Statute allows counties to choose from five forms of professional management: administrator, elected executive, manager, at-large chair or auditor/administrator. This class is a facilitated discussion about three management models; administrator, coordinator and a new team approach being tested in NW Minnesota. They will discuss the strengths and challenges of each role and how the models differ in their interaction with commissioners.

**Panel:** Moderator, Jack Swanson, Roseau County Commissioner  
Jeff Pelowski, Roseau County Coordinator  
Tom Shea, Steele County Administrator  
Jan Fransen, Jackson County Coordinator  
John Hoscheid, Lake of the Woods Auditor

### Reducing Costs of Out-of-Home Placement by Investing in Prevention

Five years ago, Chippewa County Commissioners challenged Family Services' staff to develop programs to prevent out of home placement, and their costs. At that time, 85% of our out of home placement costs were correctional so this is where we needed to focus our attention. We used a three-prong approach by creating a Circle Sentencing program, an Out of Home Placement Prevention Team and a program to support existing activities for children.

**Panel:** Betty Christensen, Director, Chippewa County Family Services  
Additional Panelists TBA

### Introduction to Juvenile Justice Reform / JDAI (101)(Part 1)

Justice Reform / JDAI and how it has been implemented thus far in four jurisdictions in MN over the last 6 years. Presenters will provide the audience with data that demonstrates decreased detention numbers, a reduction in disparities, reduced recidivism, cost savings, better outcomes for youth, and an increase in public safety as a result of this reform.

**Presenters:** Brian Smith, JDAI Coordinator  
Toni Carter, Ramsey County Commissioner, AMC Second Vice President

**1:00 - 1:30 p.m. Break Inside Vendor Fair**

**1:45 - 2:45 p.m. Concurrent Workshops III**

### Faster, Cheaper, Better Services - Olmsted County LEAN Journey

Continuous Improvement (CI) culture and LEAN principles are used to streamline and simplify work processes in order to increase efficiency, customer satisfaction and employee engagement. A brief history and vision will be provided, as well as specific process improvement examples and the outcomes of these. One example is E-Reimbursement, a simple and effective way to process employee reimbursement requests electronically.

**Presenter:** Wilfredo Román Cátala, Director of Business Operations, Olmsted County Public Health

### Sidestep Pitfalls When Conducting Public Hearings

County commissioners may find it tricky to reconcile a citizen's right to be heard in a public hearing or comment period with the orderly operation of the forum or other legal constraints, such as the Minnesota Government Data Practices Act. This workshop discusses citizens' rights and potential pitfalls of which commissioners should be aware when managing the public input process.

**Presenter:** Jennifer Wolf, Staff Counsel for Risk Control, MCIT

### The Courage to Change: A vision for Uncompromising Service and Performance

Can government cultivate a service culture that rivals that of businesses known for their legendary service; or have systems and processes as efficient and price sensitive as those known for being the low price leaders? Experience one county's journey to becoming a performance driven organization. Hear how they're tapping into the voice of the customer, leveraging leaders, engaging employees, using metrics to assess performance and developing a total rewards approach to compensation and benefits.

**Panel:** Moderator, Rachel Nystrom, Crow Wing County Commissioner  
Tamra Laska, Crow Wing County Human Resource Director  
Tim Houle, Crow Wing County Administrator  
Robert Sicora, President Sicora Consulting

### Stearns County's Repeat Felony Domestic Violence Court - Proven Crime Reduction

Operational since 2009, Stearns County's Repeat Felony Domestic Violence Court's data shows that intensive, targeted supervision not only reduces crime, but continues to reduce criminal behavior after graduation to traditional probation. Data also shows offenders who end up in prison tend to re-offend quickly upon release. Hear what we've learned, potential statutory changes we're prepared to recommend, and how your county could similarly reduce crime and increase victim and family safety for this violent population.

**Presenters:** Janelle Kendall, Stearns County Attorney  
Mark Sizer, Stearns County Human Services Director

(Concurrent Workshops III, continued)

### Juvenile Justice Reform / JDAI (201) Practical Application (Part 2)

A panel consisting of Law Enforcement, Corrections Administration, County Attorney's Office, Public Defenders Office, Judges, Schools, and Community will discuss how they have worked together to implement juvenile justice reform in their jurisdictions. Discussion will range from success, obstacles, real collaboration, and a new paradigm shift that has resulted in new ways of doing business and better outcomes for the juvenile justice system, youth, families and communities.

**Presenters:** Brian Smith, JDAI Coordinator  
Toni Carter, Ramsey County Commissioner, AMC Second Vice President

**12:00 - 3:30 p.m. Solid Waste Administrators Association (SWAA)**

**2:30 - 4:30 p.m. County Board of Appeal and Equalization Training**

**2:45 - 3:00 p.m. Break Inside Vendor Fair "SurpriZe Drawing"**

**3:00 - 4:00 p.m. Concurrent Workshops IV**

**Emergency Management - Unity of Effort - Role of Government Officials**  
Definition/Phases/Principles of Emergency Management - Components - all hazards, phases, impacts, & stakeholders - Integrated, Collaborative, Coordinated, Flexible, Professional Unity of Effort - MN collaborative initiatives throughout all phases of Emergency Management - Unfunded state/federal requirements/working with professional associations Government Official Roles - Elected Officials bear responsibility for how their jurisdiction responds to/recovers from disasters - Leadership through policy decision-making during disasters - Understand legal role. Powers/duties under Local Emergency Declaration - Public information process

**Presenters:** Debra Paige, Director Emergency Management, Washington County  
Judson Freed, Director Emergency Management & Homeland Security Ramsey County

### Human Services Redesign

In this session, a panel of Human Services Directors will provide examples of recent multi-county redesign efforts from across the state. The directors will provide overviews of the projects, challenges encountered, and potential benefits of redesigning their business. Some potential examples that may be included: Southeastern Minnesota project, Southwest Health and Human Services and Northeastern Minnesota electronic documents collaboration.

**Panel:** Julie Ring, AMC Intergovernmental Services Coordinator  
Additional Panelists TBA

### 10 Winning Strategies in Grievance Arbitration

Learn 10 winning strategies to help improve grievance arbitration outcomes. Based on numerous arbitration decisions, find out what works and what does not work in front of an arbitrator. Ten winning strategies will be outlined and discussed, providing practical help to Counties. Best practices will be shared which can be immediately implemented by management staff.

**Presenter:** Marylee Abrams, Abrams & Schmidt LLC

### Drainage Law in Minnesota

Due to the fact that we have old undersized systems, wet conditions, high land values, high commodity prices, concern over future regulation and agriculture doing reasonably well, landowners throughout the State are looking at 100 year old systems that need improvement and/or replacement. Also, assessments are based on 100 year old viewers' reports which results in redetermination issues. This presentation will address the process and procedure regarding the issues under Minnesota Statutes 103E.

**Presenter:** Kurt Deter, Attorney, Rinke Noonan Law Firm

### Moving County Economic Development from Ideas to Action

Counties effectively reaching out to businesses are successful in economic development. Moving from ideas to action involves three essential steps - Think, Decide, Do. This workshop will highlight the techniques used by University of Minnesota Extension's Business Retention & Expansion (BR&E) team to convert outreach efforts into informed action. We will share the strategies and methods learned from working with many communities and counties around Minnesota, including recent innovations for getting the communities to action.

**Presenters:** Michael Darger, Extension Specialist - Community Economics, University of Minnesota Extension  
Brigid Tuck, Analyst/Writer - Community Economics, University of Minnesota Extension

**3:30 - 5:00 p.m. MCIT Annual Meeting**  
Registration at 3:30 p.m./Meeting begins at 4:00 p.m.

(Monday p.m., continued)

5:00 - 6:00 p.m.

**Social Hour**

*Inside the exhibit hall.*

6:00 - 8:30 p.m.

**Dinner & Awards Banquet**

- Presentation of MCIT Annual Awards
- Presentation of AMC Annual Awards
- Presentation of AMC President's Award
- Outgoing AMC President's Address
- **Performance by the St. John's Boys' Choir**



8:30 p.m.

**County Choir Practice\***

*\*Immediately following the St. John's Boys' Choir.*

**Tuesday, December 4**

7:00 A.M.

**Fitness Walk**

7:30 - 8:30 a.m.

**Breakfast Session**

- Screening Committee Reports
- AMC Officer Candidate Presentations

8:00 a.m. - 12:00 p.m.

**Vendor Fair Open**

8:30 - 9:00 a.m.

**Break - Inside Vendor Fair**

*Final chance to complete the 'booth map' for the grand prize drawing at the conclusion of the conference!*

9:00 - 10:00 a.m.

**Concurrent Workshops V**

**The Paperless County**

We will explore the importance of achieving a "Certified Green County" with examples of initiatives currently underway in County operations. We will discuss the challenges, overcoming obstacles, where to begin, setting milestones, goal setting and how to recognize and reward success. Some of the questions that we will explore are how much will this cost us? Does this make more work for me? How will constituents benefit? How long will this take?

*Presenter: Thomas Girtz, CEyO, RTVision, Inc*

**MN Border to Border Broadband Goals: Where are Counties?**

2015. How is your county faring? Do you have gaps that need to be addressed? Don't know how to ask the right questions to find out? Representatives from the MN Governor's Broadband Task Force will be available with individualized maps and provider information for each county and be ready to talk to county leaders about the issues in their communities.

*Panel: Danna MacKenzie, Director of Information Systems, Cook County, MN Governor's Task Force on Broadband in conjunction with ConnectMN  
Diane Wells, Broadband Development Office, MN Department of Commerce  
William (Bill) Hoffman, State Program Manager, Connect Minnesota*

**Social Media and the Workplace**

Although there are benefits to social media as a new mode of communication, public sector employers need to be aware of how its use in the workplace may expose the organization to risk and how to manage those risks. This workshop examines three specific situations: 1) employees' personal use of social media; 2) the use of social media and Internet searches when making hiring decisions; and 3) employment references on social media sites. It is crucial that counties consider how the use of social media in the workplace could put them at risk for lawsuits so they can devise systems to reduce their exposure.

*Presenter: Sonya Guggemos, Staff Counsel for Risk Control; MCIT*

(Concurrent Workshops V, continued)

**Libraries and How They Affect Counties**

Pennington County Commissioner Daryl Tveitbakk and Polk County Commissioner Craig Bunes will host a round table discussion on libraries and how they impact the counties and the problem that counties are having funding them. Tveitbakk is on the Northwest Regional Library Board and Bunes is on the Lake Agassiz Regional Library Board. This will be an open participation discussion for the participants attending to try and bring out the various concerns and issues.

*Presenters:*

*Craig Bunes, Polk County Commissioner  
Daryl Tveitbakk, Pennington County Commissioner*

**Public Health in an Elevator: What City and County Officials NEED to Know about Public Health...in 30 Seconds or Less**

In this session representatives of the Local Public Health Association will share key public health messages that all county and city officials and staff should know - our "30-second elevator speech" on the importance of public health. We will draw on the knowledge and examples of a panel of senior LPHA leaders to unpack those 30 seconds one "talking point" at a time.

*Panel: Gretchen Musicant, Commissioner of Health, City of Minneapolis  
Additional Panelists TBA*

9:00 - 11:30 a.m.

**Group/Affiliate Meetings**

- Minnesota Association of Community Corrections Act Counties (MACCAC) Board Meeting
- Minnesota Association of County Administrators (MACA) Business Meeting
- Minnesota Association of County Planning & Zoning Administrators (MACPZA)
- Minnesota Association of County Surveyors (MACS)
- Minnesota County Engineers Association (MCEA)
- Northern Land Use Coordinating Board and Consolidated Conservation/Natural Resources Board Joint Meeting (*DNR Land Asset Management, Wetland Rules Update, and PILT*)

10:15 - 11:15 a.m.

**Concurrent Workshops VI**

**New ADA Implementation Requirements For Counties**

Polk County Engineer Richard Sanders and Mike Marti from SRF will make a presentation on the work that the Research Implementation Committee completed for ADA transition planning for counties. This has been a multi-year study that was recently completed and the seminar will address the findings and how they will impact counties.

*Presenters: Richard Sanders, Polk County Highway Engineer  
Mike Marti, SRF Consulting*

**Cost/Benefit Analysis of Chemical Dependency Care**

The DHS Rate Reform Initiative (effective July 1, 2011) mandated that "the county share for each chemical dependency treatment placement authorized through the CCDTF is 22.95 %". This presentation is designed to review Rule 25 assessment and referral methods and explore the "most cost efficient, least restrictive CD Care alternatives possible, consistent with individual need." Alcohol or other drugs of choice, most specifically opiates, are discussed separately.

*Presenters: Dennis Medved, Lakeplace Retreat Center Director  
Dr. Suzanne Lee, DNP, APRN-BC, Certified Registered Nurse Advanced Practice, CARN-AD*

**Free Recycling Programs for Businesses and Residents in Minnesota**

The Recycling Association of MN has created several state-wide recycling programs that are free and easy to use. Recycling reduces waste, improves our local environment and saves money. We have recycling programs that local units of governments can use to promote to their residents or to use at their government offices.

*Presenters: Ellen Telander, Executive Director; Recycling Association of Minnesota  
Maggie Mattacola, Marketing Director; Recycling Association of Minnesota*

(Concurrent Workshops VI, continued on next page)

(Concurrent Workshops VI, continued)

### Crow Wing County Land Use Ordinance Revision-How is it working?

By unanimous vote of the County Board on May 8, 2011, Crow Wing County achieved a substantial and unprecedented overhaul of its Land Use Ordinance. Hailed as one of the "most progressive in the state" by MPR, the new ordinance establishes innovative performance standards as a regulatory approach to protecting the natural resources in the Brainerd Lakes Area. The workshop will discuss implementation of the ordinance, examples of projects and future water planning efforts.

*Presenter: Chris Pence, Land Services Supervisor, Crow Wing County - Land Services Department*

### Park & Trails Legacy Fund - The 175 Study

The Greater Minnesota Regional Park & Trail Coalition, a Minnesota Nonprofit Corporation, was directed by the 2011 Legislature to: Establish protocols to determine the origin and potential users of non-metropolitan regional parks. Collect details on the facilities within non-metropolitan regional parks. Develop evaluation criteria to determine non-metropolitan regional park and trail acquisition and development priorities. \$175,000.00 was allocated for this project and we would like to make an interim report to the county leaders.

*Panel: Jeff Schoenbauer, Senior Principal, Co-Founder, Schoenbauer Consulting, LLC  
Donald 'Al' Liefjort, Douglas County Park Superintendent, Project Manager for the Greater Minnesota Regional Park and Trail Coalition  
Kathy Schoenbauer, President & Co-Founder, Schoenbauer Consulting LLC*

### 11:15 - 11:45 a.m. Break - Vendor Fair Finale!

*Silent Auction bidding ends at 11:30 sharp! Please visit the registration desk to pay for your items.*

12:00 p.m.



### Lunch Served

*Performance by AMC's County Choir*

- **KEYNOTE SPEAKER:**  
University of Minnesota President  
Eric Kaler

1:00 p.m.

### AMC Business Meeting

- Secretary/Treasurer Report
- AMC Platform Amendments
- Executive Director's Report
- Elections & Installation of Officers  
*President*

*First Vice President*

*Second Vice President*

*Secretary/Treasurer*

*New AMC President's Address*

3:00 p.m.

### Grand Prize Drawing & Adjourn

# Lodging Options

You are responsible for making your own hotel reservations, but be sure to mention the Association of Minnesota Counties (or AMC) room block to receive the group rates listed here.

## BEST WESTERN PLUS KELLY INN

100 4th Avenue South, St. Cloud  
Phone: 320-253-0606 or 1-800-528-1234  
[www.bestwesternstcloud.com](http://www.bestwesternstcloud.com)

**Per Night Rate: \$77 Single/ \$87 Double (government rate) +tax**  
**Reservation Deadline: 11/3/12**

## LE ST. GERMAIN SUITE HOTEL (formerly the Radisson)

404 West St. Germain, St. Cloud  
Phone: 320-654-1661  
[www.lestgermainsuitehotel.com](http://www.lestgermainsuitehotel.com)

**Per Night Rates: Oversized Queen Suite \$112 +tax**  
**Master Double Suite \$122 +tax**  
**Whirlpool Suite \$152 +tax**  
**Reservation Deadline: 11/3/12**

## HOLIDAY INN & SUITES

75 South 37th Avenue (at Hwys. 15 & 23), St. Cloud  
Phone: 320-253-9000

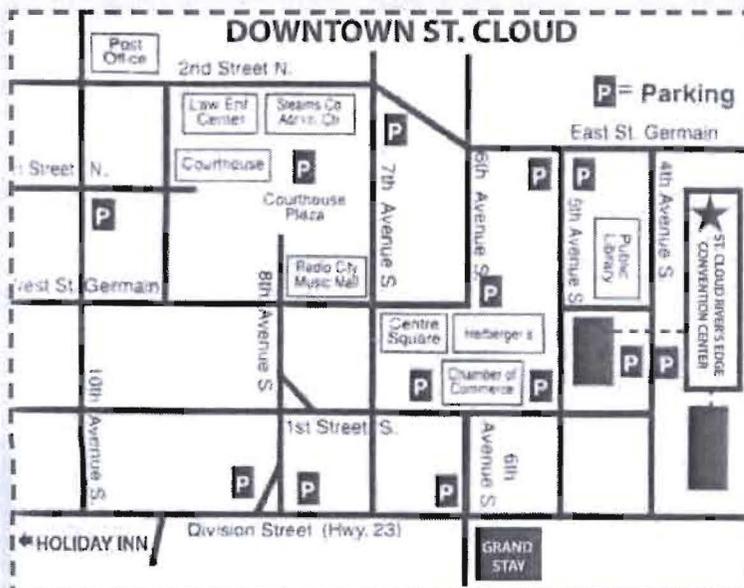
[www.holidayinn.com/hotels/us/en/st-cloud/stcmn/hoteldetail](http://www.holidayinn.com/hotels/us/en/st-cloud/stcmn/hoteldetail)

**Per Night Rate: \$76.95 +tax**  
**Reservation Deadline: 11/2/12**

## COUNTRY INN & SUITES EAST

235 Park Ave S, St. Cloud  
Phone: 320-259-8999 or 1-800-456-4000  
[www.countryinns.com/stcloudnm\\_west](http://www.countryinns.com/stcloudnm_west)

**Per Night Rate: \$77+ tax**  
**Reservation Deadline: 11/9/12**





## AMC Annual Conference Registration 2012

Monday, December 3 and Tuesday, December 4, 2012

River's Edge Convention Center, St. Cloud (Same Location, New Name!)

~~\$0.00 Total~~  
County/Organization: \*

Number of Attendees: \*

Please select an ar

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### Attendee Information

Please enter your information below. Your county/organization will be billed for your online registration.

'Early Bird' Registration Fee: \$350 per attendee on or before 11/9/12

Regular Registration Fee: \$375 per attendee after 11/9/12

\*Refunds will be granted less a \$100 cancellation fee if notice is received November 26-30, 2012. No refunds granted after that date.

Name #1:

First

Last



## Lodging

### Best Western Plus Kelly Inn

100 4th Avenue South, St. Cloud  
 Phone: 320-253-0606 or 1-800-528-1234  
[www.bestwesternstcloud.com](http://www.bestwesternstcloud.com)

Per Night Rate: \$77 Single/ \$87 Double (government rate) +tax  
 Reservation Deadline: 11/3/12

### Le St. Germain Suite Hotel

(formerly the Radisson)  
 404 West St. Germain, St. Cloud  
 Phone: 320-654-1661  
[www.lestgermainsuitehotel.com](http://www.lestgermainsuitehotel.com)

Per Night Rates: Oversized Queen Suite \$112 +tax  
 Master Double Suite \$122 +tax  
 Whirlpool Suite \$152 +tax  
 Reservation Deadline: 11/3/12

### Holiday Inn & Suites

75 South 37th Avenue (at Hwys. 15 & 23), St. Cloud  
 Phone: 320-253-9000  
[www.holidayinn.com/hotels/us/en/st.-cloud/stcmn/hoteldetail](http://www.holidayinn.com/hotels/us/en/st.-cloud/stcmn/hoteldetail)

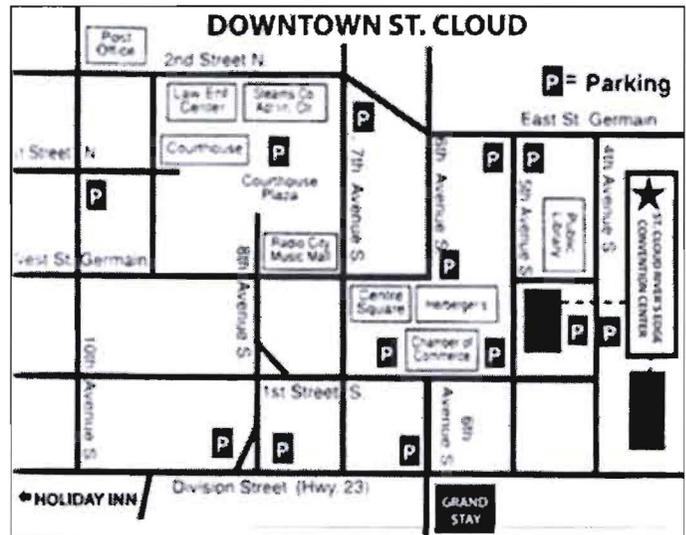
Per Night Rate: \$76.95 +tax  
 Reservation Deadline: 11/2/12

### Country Inn & Suites East

235 Park Ave S, St. Cloud  
 Phone: 320-259-8999 or 1-800-456-4000  
[www.countryinns.com/stcloudmn\\_west](http://www.countryinns.com/stcloudmn_west)

Per Night Rate: \$77+ tax  
 Reservation Deadline: 11/9/12

You are responsible for making your own hotel reservations, but be sure to mention the Association of Minnesota Counties (or AMC) room block to receive the group rates listed here.





Date: October 2, 2012

To: Pine County Board

From: Lakes & Pines Community Action Council, Inc.  
Energy-Housing Department

Re: **Pine County Small Cities Development Program \*Update\***

The Pine County Small Cities Development Program started June 1st, 2010, when the County received funding to rehabilitate twenty (20) low to moderate income owner-occupied homes. In January 2011, the project opened to the entire County so that funds could be consumed faster. Currently:

- 163 applications have been requested
- 70 applications have been returned
  - 35 applications have been approved
  - 27 applications have been denied
    - 11 did not qualify (not current on taxes, deceased, out of original target area, no proof of ownership)
    - 5 were over income
    - 5 projects exceeded the amount of available funds
    - 6 backed out of program
  - 18 applications were notified that there are no more funds

Once an applicant has been approved, the property is inspected and the scope of work is generated. Currently:

- 35 properties have been inspected
  - 10 projects failed after inspection because the project exceeded the amount of available funds, owners backed out of program or the home was not eligible
  - 3 projects are obtaining bids
  - 1 project has bid awarded
  - 3 projects are in/waiting for construction to happen
  - 18 projects are complete

For questions please contact the Project Manager, Dana Johnson at 800-832-6082 ext. 123 or at [danaj@lakesandpines.org](mailto:danaj@lakesandpines.org).

1700 Maple Avenue East • Mora, MN 55051-1227  
Office and TDD • 320/679-1800 • FAX 320/679-4139

Special accommodations for people with disabilities upon request.

*Serving the counties of Aitkin, Carlton, Chisago, Isanti, Kanabec, Mille Lacs and Pine*  
*An Equal Opportunity Employer/Contractor*





## 2013 - 2017 Road Program

# DRAFT

### 2013

Road	Type	Location	Length
CSAH 11	Resurfacing	W. Co Line to CSAH 61	9.00
CSAH 40	Resurfacing	CSAH 46 to 2.5 miles S.	2.50
CSAH 41	Grading/Paving	W. Co Line to 2.5 miles E.	2.50
CSAH 46	Resurfacing	CSAH 61 to I-35	1.70
CSAH 51	Resurfacing	CSAH 46 to CSAH 10	3.60
CSAH 52	Resurfacing	CSAH 40 to 0.25 miles E.	0.25
CSAH 61	Resurfacing	S. Co Line to CSAH 7	6.50
CR 167	Resurfacing	CSAH 61 to 1.25 miles East	1.25

### 2014

Road	Type	Location	Length
CSAH 5	Grading	CR 112 to CSAH 1	4.25
CSAH 8	Reconstruction	CSAH 61 to CSAH 65	0.60
CSAH 9	Resurfacing	CSAH 10 to CSAH 14	3.25
CSAH 17	Bridge	0.75 miles N. of CSAH 18	
CSAH 21	Resurfacing	TH 48 to CSAH 30	8.00
CSAH 23	Resurfacing	S. Co Line to TH 70	2.50
CSAH 29	Resurfacing	TH 123 to CSAH 20	1.00
CSAH 30	Resurfacing	TH 123 to CSAH 21	3.00
CSAH 60	Mill/Overlay	TH 18 to TH 18	0.30
Hinckley Twp Bridge		S. Fork Grindestone River	
Mission Creek Bridge		E. Fork Pokegama Creek	

### 2015

Road	Type	Location	Length
CSAH 5	Paving	CR 112 to CSAH 1	4.25
CSAH 5	Resurfacing	CSAH 1 to CSAH 6	2.50
CSAH 6	Resurfacing	CSAH 5 to CSAH 7	1.40
CSAH 12	Resurfacing	5th Ave. to CSAH 11	0.30
CSAH 14	Bridge	1.5 miles E. of CSAH 13	
CSAH 41	Resurfacing	CSAH 61 to 8.9 miles W.	8.90
CSAH 46	Resurfacing	CSAH 49 to TH 23	4.30
CSAH 61	Bridge	0.5 miles N. of CSAH 43	

### 2016

Road	Type	Location	Length
CSAH 5	Grading	CSAH 6 to CSAH 23	1.75
CSAH 13	Bridge	0.25 miles N. of CSAH 11	
CSAH 14	Resurfacing	CSAH 13 to CSAH 54	4.50
CSAH 17	RR Crossing	2.0 miles S. of CSAH 18	0.25
CSAH 28	Resurfacing	W. Co Line to CSAH 61	9.50
CSAH 39	Resurfacing	CSAH 34 to CSAH 61	1.90

### 2017

Road	Type	Location	Length
CSAH 1	Resurfacing	TH 70 to CSAH 5	1.10
CSAH 5	Paving	CSAH 6 to CSAH 23	1.75
CSAH 43	Resurfacing	E. of CR 152 to TH 23	7.70
CSAH 50	Resurfacing	CSAH 51 to CSAH 46	4.50
CSAH 53	Bridge	0.1 miles N. of CSAH 7	



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**DEPARTMENT OF PLANNING, ZONING, AND SOLID WASTE**  
1602 Hwy 23 North • Sandstone, MN • 55072  
(320) 216-4220 • (800) 450-7463 x4220 • Fax (320) 216-4202

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## Memo

**To:** Pine County Board Chairman  
Pine County Board Members

**Cc:** David Minke, County Administrator

**From:** Kurt Schneider, Land/Zoning Administrator

**Date:** 9/17/2012

**Re:** **Commission Nominations/Appointments**

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As discussed during the recent budget meeting(s), the Planning Commission and Board of Adjustment currently have a combined total of 2 vacancies. Membership is reflected on the attached membership list.

The attached membership ordinance outlines the process of Chairman appointment. Historically, I understand the commissioner of the district with the vacancy has made the recommendation and the Board Chairman has proceeded with that appointment. Working off the attached list, the following openings/appointments are needed:

Planning Commission:  
District 2 (Pangerl)

Board of Adjustment  
District 3 (Chaffee)

We also have a member on the Planning Commission that has verbally indicated her desire to resign due to residency/employment change, but not submitted formal resignation (Vicki Elliot). Anticipating that opening, we need an additional appointment as follows:

Planning Commission:  
District 5 (Carlson)

Please proceed with nomination and appointment as may be directed by the Chairman of the Board and feel free to contact me with any questions.

Encl.

**PLANNING COMMISSION & BOARD OF ADJUSTMENT POWERS**  
(Excerpt from the Pine County Shoreland Ordinance)

**3.2 Board of Adjustment**

The existing Pine County Board of Adjustment is hereby recognized and vested with such authority as provided by statutes and ordinances. It shall be composed and act as set forth in the Pine County Subdivision and Platting Ordinance.

**3.21 Powers.** The Board of Adjustment shall have the following powers:

- A. To grant a variance as provided by statute and in this ordinance.
- B. To interpret zoning district boundaries on official maps.
- C. To permit the extension of a zoning district where the boundary line thereof divides a lot in one (1) ownership at the time of passage of this ordinance, but such extension of any district shall not exceed one hundred (100) feet.
- D. To act upon all questions as they may arise in the administration of this ordinance; and to hear and decide appeals from and review any order, requirements, decision or determination made by an administrative official charged with enforcing this ordinance.

**3.3 Planning Commission**

The existing Pine County Planning Commission is hereby recognized and vested with such authority as provided by statutes and ordinances. It shall be composed and act as set forth in the Pine County Subdivision and Platting Ordinances.

**3.31 Powers.** The Planning Commission shall have the following powers:

- A. To order the issuance of conditional use permits.
- B. To make recommendations to the County Board of Commissioners on applications for amendments to this ordinance.
- C. To perform any additional duties in their capacity that will serve the public interest and desires of the County Board of Commissioners.

**PLANNING COMMISSION & BOARD OF ADJUSTMENT MEMBERSHIP**  
(Excerpt from the Pine County Subdivision Ordinance)

**SECTION 11.0 ADMINISTRATION**

**1101 Pine County Zoning Administrator**

The Zoning Administrator shall administer the provisions of this Ordinance.

**1102 Pine County Planning Commission**

The existing Planning Commission is hereby recognized and vested with such authority as provided by Minnesota Statute 394.30 and County ordinances.

- A. The Planning Commission shall be composed of seven (7) voting members appointed by the Chairman of the County Board in the manner described herein. Members may likewise be suspended or removed for non-performance of duty or misconduct in office. Any vacancies shall likewise be filled. Members may be reappointed. At least two (2) members must reside in the unincorporated area of the County.
- B. Each County Commissioner shall nominate one or more persons to serve as a member. These nominees do not have to reside in that Commissioner's district. The Chairman shall appoint one member from each Commissioner's list of nominees. The terms of appointment expire on December 31, 1995, and each four (4) years thereafter for Districts 1 and 3; they expire on December 31, 1997, and each four (4) years thereafter for Districts 2, 4, and 5.
- C. Two (2) members at-large shall also be appointed by the Chairman. One member's term shall expire December 31, 1998, and each four (4) years thereafter; the other member's term shall expire December 31, 1996, and each four (4) years thereafter.

**1103 Pine County Board of Adjustment**

The existing Board of Adjustment is hereby recognized and vested with such authority as provided by Minnesota Statute 394.27 and County ordinances.

- A. The Board of Adjustment shall be composed of five (5) members appointed by the Chairman of the County Board in the manner described herein. Members may likewise be suspended or removed for non-performance of duty or misconduct in office. Any vacancies shall likewise be filled. Members may be reappointed. At least three (3) members must reside in the unincorporated area of the County, and at least one (1) member must serve on the Planning Commission.
- B. Each County Commissioner shall nominate one or more persons to serve as a member. These nominees do not have to reside in that Commissioner's district. The Chairman shall appoint one (1) member from each Commissioner's list of nominees. The terms of appointment expire on December 31, 1995, and each four (4) years thereafter for Districts 1 and 3; they expire on December 31, 1997, and each four (4) years thereafter for Districts 2, 4 and 5.

**PINE COUNTY PLANNING COMMISSION - 2012**

Term Expires 12/31

District 1	2014	Patrick Schifferdecker PO Box 51 Pine City, MN 55063	(320) 629-6356 W
District 2	2013	Open	
District 3	2014	Mark Watrin 52753 Watrin Road Sandstone, MN 55072	(320) 245-6829
District 4	2013	Richard Glattly, <b>Chairman</b> 82300 Wold Road Willow River, MN 55795	(218) 372-3973
District 5	2013	Vicki Elliott 76162 McDermott Creek Road Sandstone, MN 55072	(320) 242-3036 H (320) 242-3200 W
At Large	2014	Scott Jensen, <b>Vice Chairman</b> P. O. Box 338 Hinckley, MN 55037	(320) 384-0314 H (320) 384-7397 W
At Large	2012	Richard Stepan 81220 Fox Lake Road Willow River, MN 55795	(218) 658-4568

**PINE COUNTY BOARD OF ADJUSTMENT - 2012**

District 1	2014	Carolyn Tuckner 19384 Silver Fox Road Pine City, MN 55063	(320) 629-3966
District 2	2013	Todd Satter, <b>Vice Chairman</b> 645 – 9 <sup>th</sup> St. SW Pine City, MN 55063	(320) 469-0899
District 3	2014	Open	
District 4	2012	Richard Stepan 81220 Fox Lake Road Willow River, MN 55795	(218) 658-4568
District 5	2013	Howard Thomsen, <b>Chairman</b> 8329 State Hwy. 23 Kerrick, MN 55756	(218) 496-5529

CERTIFICATION OF MINUTES RELATING TO  
\$14,110,000 GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS,  
SERIES 2012A

Issuer: Pine County, Minnesota

Governing Body: Board of County Commissioners

Kind, date, time and place of meeting: A regular meeting held October 2, 2012 at 11:30 a.m. at the County Courthouse in Pine City, Minnesota.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (including):

RESOLUTION AUTHORIZING ISSUANCE, AWARDING SALE,  
PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE  
PAYMENT OF \$14,110,000 GENERAL OBLIGATION CAPITAL  
IMPROVEMENT PLAN BONDS, SERIES 2012A

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds 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 said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said bonds; and that said 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 on October \_\_\_\_, 2012.

---

County Administrator

It was reported that \_\_\_\_ sealed proposals for the purchase of \$14,110,000 General Obligation Capital Improvement Plan Bonds, Series 2012A were received prior to 9:30 a.m. on Tuesday, October 2, 2012, pursuant to the Official Statement distributed to potential purchasers of the Bonds by Ehlers & Associates, Inc., financial advisor 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 adoption, which motion was seconded by Commissioner \_\_\_\_\_ :

RESOLUTION AUTHORIZING ISSUANCE, AWARDING SALE,  
PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR  
THE PAYMENT OF \$14,110,000 GENERAL OBLIGATION CAPITAL  
IMPROVEMENT PLAN BONDS, SERIES 2012A

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

SECTION 1. AUTHORIZATION AND SALE.

1.01. Authorization. On May 15, 2012, this Board held a public hearing on the adoption of its Capital Improvement Plan (the "CIP") and the question of issuing General Obligation Capital Improvement Plan Bonds (the "Bonds"), after notice duly published in the official newspaper of the County as set forth in Minnesota Statutes, Section 373.40, subdivision 2. No petition requesting a vote on the question of adopting the amendments to the CIP or issuing the Bonds was filed within 30 days of May 15, 2012. This Board hereby finds that the Bonds may be issued without an election pursuant to Minnesota Statutes, Section 373.40, subdivision 2.

This Board hereby authorizes the issuance and sale of the Bonds in the amount of \$14,110,000. Proceeds of the Bonds will be used to finance the purchase of the Pine County Courthouse (the "Facilities"), which Facilities are currently leased by the County from the Pine County Housing and Redevelopment Authority, Minnesota (the "HRA"). The proceeds of the Bonds being used to purchase the Facilities will be applied to refund in an advance refunding the HRA's Public Project Revenue Bonds, Series 2005A (Annual Appropriation Lease Obligations), dated, as originally issued, as of December 13, 2005 (the "Series 2005A Bonds"), maturing in the years 2013 through 2031 and outstanding in the principal amount of \$12,530,000 (the "Refunded Bonds"), which Series 2005A Bonds were issued to finance the acquisition and construction of the Facilities. The Refunded Bonds are expected to be called for redemption and prepayment on February 1, 2016 (the "Redemption Date"). The refunding of the Refunded Bonds is being carried out for the purposes described in Minnesota Statutes, Section 475.67, subdivision 3, section (b)(2)(i) and in compliance with Minnesota Statutes, Chapter 475. As of the date of issuance of the Bonds, the present value of the debt service on the Bonds, computed to their stated maturity dates, after deducting any premium, is lower by at least \$ \_\_\_\_\_ (not less than 3%) than the present value of the debt service on the Refunded Bonds, exclusive of any premium, computed to their stated maturity dates, using the yield of the Bonds as the discount rate.

The County finds that the maximum principal and interest to become due in any year on the Bonds and all other bonds issued by the County (approximately \$ \_\_\_\_\_) under Minnesota Statutes, Section 373.40 is less than 0.12 percent (\$3,197,447) of the taxable market value of property in the County (approximately \$2,664,539,100).

1.02. Sale. The County has retained Ehlers & Associates, 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, 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 and publicly read and considered, and the purchase price, interest rates and net interest cost under the terms of each proposal have been determined. The most favorable proposal received is that of \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_ (the "Purchaser"), to purchase the Bonds at a price of \$ \_\_\_\_\_ plus accrued interest, if any, to the date of issuance and delivery.

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

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

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

2.01. Maturities; Interest Rates; Denominations and Payment. The Bonds shall be originally dated as of November 1, 2012, shall be in the denomination of \$5,000 each, or any integral multiple thereof, of single maturities. The Bonds shall mature on February 1 in the years and amounts stated below, and shall bear interest from date of original issue until paid at the annual rates set forth opposite such years and amounts, as follows:

<u>Maturity</u>	<u>Bonds</u>	<u>Rate</u>	<u>Maturity</u>	<u>Bonds</u>	<u>Rate</u>
2014	\$600,000	%	2023	\$805,000	%
2015	685,000		2024	830,000	
2016	695,000		2025	855,000	
2017	700,000		2026	880,000	
2018	715,000		2027	915,000	
2019	725,000		2028	945,000	
2020	740,000		2029	980,000	
2021	765,000		2030	1,015,000	
2022	780,000		2031	480,000	

[REVISE MATURITY SCHEDULE FOR ANY TERM BONDS]

The Bonds shall be issuable only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof shall be payable by check or draft issued by the Registrar described herein; provided that, so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 2.07 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

2.02. Dates and Interest Payment Dates. Upon initial delivery of the Bonds pursuant to Section 2.06 and upon any subsequent transfer or exchange pursuant to Section 2.05, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. Interest on the Bonds shall be payable semiannually on February 1 and August 1, commencing August 1, 2013, each such date being referred to herein as an Interest Payment Date, to the person in whose name the Bonds are registered on the Bond Register, as hereinafter defined, at the Registrar's close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date, whether or not such day is a business day. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months.

2.03. Redemption. Bonds maturing in 2022 and later years shall be subject to redemption and prepayment at the option of the County, in whole or in part, in such order of maturity dates as the County may select and, within a maturity, by lot as selected by the Registrar (or, if applicable, by the bond depository in accordance with its customary procedures) in multiples of \$5,000, on February 1, 2021, 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 days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail, to the registered holders of any Bond to be redeemed at their addresses as they appear on the bond register described in Section 2.05 hereof, provided that notice shall be given to any securities depository in accordance with its operational arrangements. No defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the County shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

[COMPLETE THE FOLLOWING PROVISIONS IF THERE ARE TERM BONDS -  
ADD ADDITIONAL PROVISIONS IF THERE ARE MORE THAN TWO TERM BONDS]

[Bonds maturing on February 1, 20\_\_ and 20\_\_ (the Term Bonds) shall be subject to mandatory redemption prior to maturity pursuant to the sinking fund requirements of this Section 2.03 at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Registrar shall select for redemption, by lot or other manner deemed fair, on February 1 in each of the following years the following stated principal amounts of such Bonds:

Year

Principal Amount

The remaining \$\_\_\_\_\_ stated principal amount of such Bonds shall be paid at maturity on February 1, \_\_\_\_\_.

Year

Principal Amount

The remaining \$\_\_\_\_\_ stated principal amount of such Bonds shall be paid at maturity on February 1, \_\_\_\_\_.

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

2.04. Appointment of Initial Registrar. The County hereby appoints Bond Trust Services Corporation, Roseville, Minnesota, as the initial registrar, transfer agent and paying agent (the "Registrar"). The 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 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 upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar.

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

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

(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 the Bond, whether the Bond shall be overdue or not, for the purpose of receiving payment of or on account of, the principal of and interest on the Bond and for all other purposes; and all payments made to any registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon Bond to the extent of the sum or sums so paid.

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

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar 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 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.

2.06. 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 County Administrator, provided that the 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 the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been prepared, executed and authenticated, the County Administrator shall deliver them to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

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

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

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

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

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

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

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the County may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be

redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever, and neither the Registrar nor the County shall be affected by any notice to the contrary. Neither the Registrar nor the County shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC's Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the County to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

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

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

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

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

UNITED STATES OF AMERICA  
STATE OF MINNESOTA

COUNTY OF PINE

GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BOND,  
SERIES 2012A

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
	February 1, 20__	November 1, 2012	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

PINE COUNTY, MINNESOTA (the "County"), acknowledges itself to be indebted and hereby promises to pay to the registered owner named above, or registered assigns, the principal amount specified above on the maturity date specified above and promises to pay interest thereon from the date of original issue specified above or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, at the annual rate specified above, payable on February 1 and August 1 of each year, commencing August 1, 2013 (each such date, an "Interest Payment Date"), all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond before maturity. The interest so payable on any Interest Payment Date shall be paid 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. 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 drawn on Bond Trust Services Corporation, Roseville, Minnesota, as bond registrar, transfer agent and paying agent, or its successor designated under the Resolution described herein (the "Registrar"). For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the County have been and are hereby irrevocably pledged.

This Bond is one of an issue in the aggregate principal amount of \$14,110,000 issued pursuant to a resolution adopted by the Board of Commissioners on October 2, 2012 (the "Resolution"), to refinance certain capital projects as described in the County's Capital Improvement Plan. This Bond is issued by authority of and in strict accordance with the provisions of the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Section 373.40 and Chapter 475. The Bonds are issuable only in fully registered form, in denominations of \$5,000 or any multiple thereof, of single maturities.

Bonds maturing in 2022 and later years are each subject to redemption and prepayment at the option of the County, in whole or in part, and if in part in such order of maturity dates as the

County may select and 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 as to Bonds maturing on the same date, on February 1, 2021, and on any date thereafter, at a price equal to the principal amount thereof plus accrued interest to the date of redemption. Prior to the date specified for the redemption of any Bond prior to its stated maturity date, the County will cause notice of the call for redemption to be published if and as required by law, and, at least thirty days prior to the designated redemption date, will cause notice of the call to be mailed by first class mail (or, if applicable, provided in accordance with the operational arrangements of the bond depository), 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 such 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.

[COMPLETE THE FOLLOWING PROVISIONS IF THERE ARE TERM BONDS -  
ADD ADDITIONAL PROVISIONS IF THERE ARE MORE THAN TWO TERM BONDS]

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

<u>Term Bonds Maturing in 20--</u>		<u>Term Bonds Maturing in 20--</u>	
<u>Sinking Fund</u> <u>Payment Date</u>	<u>Aggregate</u> <u>Principal Amount</u>	<u>Sinking Fund</u> <u>Payment Date</u>	<u>Aggregate</u> <u>Principal Amount</u>
	\$		\$

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

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

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.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the County in accordance with its terms, have been done, do exist, have happened and have been performed as so required; that, prior to the issuance hereof, the County has levied ad valorem taxes on all taxable property in the County, which taxes will be collectible for the years and in amounts sufficient to produce sums not less than five percent in excess of the principal of and interest on the Bonds when due, and has appropriated the taxes to its General Obligation Capital Improvement Plan Bonds, Series 2012A Bond Fund for the payment of principal and interest; that if necessary for payment of principal and interest, additional ad valorem taxes are required to be levied upon all taxable property in the County, without limitation as to rate or amount; and that the issuance of this Bond, together with all other indebtedness of the County outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the County to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution 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, Pine County, Minnesota, by its Board of Commissioners, has caused this Bond to be executed on its behalf by the facsimile signatures of the Chair and County Administrator.

PINE 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 \_\_\_\_\_,

\_\_\_\_\_ ,  
as Registrar

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

\_\_\_\_\_

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

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

Additional abbreviations may also be used.

\_\_\_\_\_  
ASSIGNMENT

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

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

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

Signature Guaranteed:

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

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

\_\_\_\_\_

[end of form of bond]

SECTION 3. USE OF PROCEEDS. Upon payment for the Bonds by the Purchaser, the County Administrator shall deposit and apply proceeds of the Bonds as follows: (a) \$ \_\_\_\_\_, together with certain other amounts as described therein, shall be applied in accordance with the Escrow Agreement dated as of November 1, 2012 with respect to the Refunded Bonds (the "Escrow Agreement"), between the County and U.S. Bank National Association, St. Paul, Minnesota, as escrow agent (the "Escrow Agent"); and (b) \$ \_\_\_\_\_ shall be used to pay costs of issuance of the Bonds. The funds deposited under the Escrow Agreement with respect to the refunding of the Refunded Bonds shall be invested in securities authorized for such purpose by Minnesota Statutes, Section 475.67, subdivision 8, maturing on such dates and bearing interest at such rates as are required to provide funds sufficient, with cash retained in the escrow account, to pay all principal and interest to become due on the Refunded Bonds to and including the Redemption Date and to pay and redeem the outstanding principal of the Refunded Bonds on the Redemption Date. The Chair and County Administrator are hereby authorized to enter into the Escrow Agreement with the Escrow Agent establishing the terms and conditions for the escrow account in accordance with Minnesota Statutes, Section 475.67.

SECTION 4. GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS, SERIES 2012A BOND FUND. The Bonds shall be payable from a separate General Obligation Capital Improvement Plan Bonds, Series 2012A Bond Fund (the "Bond Fund") of the County, which Bond Fund the County agrees to maintain until the Bonds have been paid in full. The moneys on hand in the Bond Fund from time to time shall be used only to pay the principal of and interest on the Bonds. Into the Bond Fund shall be paid: (a) any amount in excess of the amounts described in Section 3; (b) all taxes collected pursuant to Section 5; (c) all excess amounts on deposit in the funds maintained for the payment of the Refunded Bonds upon the retirement of the Refunded Bonds on the Redemption Date; and (d) any other funds appropriated by the Board for the payment of the Bonds. The principal of and interest on the Bonds shall be payable from the Bond Fund, and the money on hand in the Bond Fund from time to time shall be used only to pay the principal of and interest on the Bonds. On or before each principal and interest payment date for the Bonds, the County Auditor / Treasurer is directed to remit to the Registrar from funds on deposit in the Bond Fund the amount needed to pay principal and interest on the Bonds on the next succeeding principal and interest payment date. If the balance in the Bond Fund is at any time insufficient to pay all interest and principal then due on all Bonds payable therefrom, the payment shall be made from any fund of the County which is available for that purpose, subject to reimbursement from the Bond Fund when the balance therein is sufficient, and the County covenants and agrees that it will each year levy a sufficient amount of ad valorem taxes to take care of any accumulated or anticipated deficiency, which levy is not subject to any constitutional or statutory limitation.

SECTION 5. PLEDGE OF TAXING POWERS. For the prompt and full payment of the principal of and interest on the Bonds as such payments respectively become due, the full faith, credit and unlimited taxing powers of the County shall be and are hereby irrevocably pledged. In order to produce aggregate amounts not less than 5% in excess of the amounts needed to meet when due the principal and interest payments on the Bonds, ad valorem taxes are hereby levied on all taxable property in the County, the taxes to be levied and collected in the following years and amounts:

Levy Years

Collection Years

Amount

See attached levy calculation

The taxes shall be irrevocable as long as any of the Bonds are outstanding and unpaid, provided that the County reserves the right and power to reduce the tax levies from other legally available funds, in accordance with the provisions of Minnesota Statutes, Section 475.61.

SECTION 6. BOND FUND BALANCE RESTRICTION. In order to ensure compliance with the Internal Revenue Code of 1986, as amended (the "Code"), and applicable Treasury Regulations thereunder (the "Regulations"), upon allocation of any funds to the Bond Fund, the balance then on hand in the Bond Fund shall be ascertained. If it exceeds the amount of principal and interest on the Bonds to become due and payable through February 1 next following, plus a reasonable carryover equal to 1/12th of the debt service due in the following bond year, the excess shall (unless an opinion is otherwise received from bond counsel) be used to prepay the Bonds, or invested at a yield which does not exceed the yield on the Bonds calculated in accordance with Section 148 of the Code.

SECTION 7. 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 registered owners of the Bonds shall cease. The County may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The County may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms by depositing with the Registrar on or before that date an amount equal to the principal, redemption premium, if any, and interest then due, provided that notice of such redemption has been duly given as provided herein. The County may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank or trust company qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such time and at such rates and maturing or callable at the holder's option on such dates as shall be required to pay all principal and interest to become due thereon to maturity or earlier designated redemption date, provided, however, that if such deposit is made more than ninety days before the maturity 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 exemption of interest on any Bonds from federal income taxation 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, if notice of redemption as herein required has been irrevocably provided for, to such earlier redemption date.

SECTION 8. TAX COVENANTS; ARBITRAGE MATTERS AND CONTINUING DISCLOSURE.

8.01. 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 to become includable in gross income of the recipient under the Code and applicable Regulations. and covenants to take any and all affirmative actions within its powers to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and applicable Regulations. The County represents and covenants that all improvements 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 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 financed facilities or any part thereof which would cause the Bonds to be considered "private activity bonds" or "private loan bonds" pursuant to Section 141 of the Code.

8.02. Arbitrage Certification. The Chair 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 to be "arbitrage bonds" within the meaning of the Code and the applicable Regulations.

8.03. 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 Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, 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.

8.04. 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. The County has complied in all material respects with any undertaking previously entered into by it under the Rule. 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 (i) 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 (ii) 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, 2011, the following financial information and operating data in respect of the County (the "Disclosure Information"):
  - (A) the audited financial statements of the County for such fiscal year, prepared in accordance with generally accepted accounting principles in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the County, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the County; and
  - (B) to the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most recently available of the type contained in the Official Statement under headings: "Valuations--Current Property Valuations"; "Debt--Direct Debt"; "Tax Levies and Collections" and "General Information—Employment / Unemployment Data" and "--U.S. Census Data--Population Trend."

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 submitted to the Municipal Securities Rulemaking Board (“MSRB”) through its Electronic Municipal Market Access System (“EMMA”) or to the SEC. If the document incorporated by reference is a final official statement, it must be available from 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, if such operations have been replaced by other County operations in respect of which data is not included in the Disclosure Information and the County determines that certain specified data regarding such replacement operations would be a Material Fact (as defined in paragraph (2) hereof), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations. If the Disclosure Information is changed or this Section is amended as permitted by this paragraph (b)(1) or subsection (d), then the County shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

- (2) In a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events (each a “Material Fact”):
  - (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 security, or other material events affecting the tax status of the security;
  - (G) Modifications to rights of security holders, if material;
  - (H) Bond calls, if material, and tender offers;
  - (I) Defeasances;
  - (J) Release, substitution, or sale of property securing repayment of the securities, if material;
  - (K) Rating changes;
  - (L) Bankruptcy, insolvency, receivership or similar event of the obligated person;
  - (M) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
  - (N) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

As used herein, for those events that must be reported if material, an event is “material” if it is an event 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, an event is also “material” if it is 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 governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

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

(c) Manner of Disclosure.

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

(d) Term; Amendments; Interpretation.

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

9.01. Registration and Levy of Taxes. The County Auditor / Treasurer is hereby authorized and directed to file a certified copy of this resolution in the records of the County Auditor / Treasurer, together with such additional information as required, and to issue a

certificate that the Bonds have been duly entered upon the County Auditor / Treasurer's bond register and the tax required by law has been levied.

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

9.03. Official Statement. The Official Statement, dated September \_\_, 2012, relating to the Bonds prepared and distributed by Ehlers & Associates, Inc., the financial advisor for the County, is hereby approved. Ehlers & Associates, Inc. is hereby authorized on behalf of the County, to prepare and distribute to the Purchaser within seven business days from the date hereof, a supplement to the Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The officers of the County are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

9.04. Authorization of Payment of Certain Costs of Issuance of the Bonds. The County authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Klein Bank, Chaska, Minnesota, on the closing date for further distribution as directed by the County's financial advisor, Ehlers & Associates, Inc.

SECTION 10. REDEMPTION OF REFUNDED BONDS. The County shall request that the HRA call for the redemption of the Refunded Bonds on the Redemption Date.

Upon 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.

APPENDIX A

**Levies**

Levy Year

Collection Year

Levy

\$

CERTIFICATE OF PINE COUNTY AUDITOR / TREASURER  
AS TO REGISTRATION AND TAX LEVY

The undersigned, being the duly qualified and acting Pine County Auditor / Treasurer, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on October 2, 2012, by the Board of Commissioners of Pine County, Minnesota, setting forth the form and details of an issue of \$14,110,000 General Obligation Capital Improvement Plan Bonds, Series 2012A, dated as of November 1, 2012, and levying taxes for the payment thereof.

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 \_\_\_\_\_, 2012.

\_\_\_\_\_  
County Auditor / Treasurer

(SEAL)

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT, made and entered into by and between Pine County, Minnesota (the "Issuer") and U.S. Bank National Association, St. Paul, Minnesota (the "Agent");

WITNESSETH, that the parties hereto recite and, in consideration of the mutual covenants and payments referred to and contained herein, covenant and agree as follows:

1. The Pine County Housing and Redevelopment Authority, Minnesota (the "HRA") has duly issued and presently has outstanding an issue of Public Project Revenue Bonds, Series 2005A (Annual Appropriation Lease Obligations), dated as originally issued as of December 13, 2005 and originally issued in the aggregate principal amount of \$13,285,000 (the "Series 2005A Bonds"), and the Issuer has issued its \$14,110,000 General Obligation Capital Improvement Plan Bonds, Series 2012A, dated November 1, 2012 (the "Refunding Bonds"), to refund in an advance refunding and call for redemption on February 1, 2016 (the "Redemption Date"), those outstanding Series 2005A Bonds maturing in the years 2013 through 2031, which are currently outstanding in the principal amount of \$12,530,000 (the "Refunded Bonds").

2. The Issuer has also, in accordance with a resolution adopted October 2, 2012 (the "Resolution"), simultaneously with the execution of this Agreement, transmitted \$ \_\_\_\_\_ remaining in the debt service reserve fund for the Refunded Bonds and Refunding Bond proceeds in the amount of \$ \_\_\_\_\_ to the Agent to be used as follows:

(a) \$ \_\_\_\_\_ (\$ \_\_\_\_\_ of Refunding Bond proceeds and \$ \_\_\_\_\_ of amounts from the debt service reserve fund for the Refunded Bonds) to purchase an equivalent principal amount of federal securities as identified in Exhibit A attached hereto; and

(b) \$ \_\_\_\_\_ to be deposited as a beginning cash balance in the Escrow Account hereinafter established.

In the opinion of Grant Thornton LLP, certified public accountants, the federal securities designated in paragraph (a), together with the initial cash balance designated in paragraph (b), mature at such times and bear interest at such rates that the collections of principal and interest thereon will produce amounts shown on Exhibit B attached hereto sufficient to pay the interest and principal amounts due on the Refunded Bonds as such becomes due to and including the Redemption Date.

3. The Agent agrees to apply the funds received from the Issuer in the manner and for the purposes set forth in Section 2 hereof and this Section. The Agent acknowledges receipt of the cash and federal securities described in Section 2 and agrees that it will hold such cash and federal securities in a special escrow account (the "Escrow Account") in the name of the Issuer, and will collect and receive on behalf of the Issuer all payments of principal and interest on such securities and will remit from the Escrow Account, as the paying agent for the Refunded Bonds, moneys sufficient for the payment of principal of, redemption price and interest to become due on the Refunded Bonds to and including the Redemption Date. The Agent will, not fewer than 30 days prior to the Redemption Date, cause the Notice of Redemption attached hereto as Exhibit C relating to the Refunded Bonds to be mailed to the holders of all Series 2005A Bonds to be

redeemed on the Redemption Date. All such expenditures (notwithstanding anything to the contrary contained in this Agreement or the resolution with respect to the Refunding Bonds) are subject to the requirement of Section 1.148-9(c) of the Treasury Regulations (the "Regulations"), such that funds transferred from the debt service reserve fund for the Refunded Bonds are drawn ratably with Refunding Bond proceeds.

4. In order to ensure continuing compliance with the Internal Revenue Code of 1986, as amended (the "Code"), and the Regulations promulgated thereunder, the Agent agrees that it will not reinvest any cash received in payment of the principal of and interest on the federal securities held in the Escrow Account. Said prohibition on reinvestment shall continue unless and until an opinion is received from nationally recognized bond counsel that reinvestments in general obligations of the United States or obligations the principal of and interest on which are guaranteed as to payment by the United States, as specified in said opinion, may be made in a manner consistent with the Code and then existing Regulations. The federal securities described in Exhibit A hereto may, at the written direction of the Issuer, be replaced, in whole or in part, with general obligations of the United States or obligations the principal of and interest on which are guaranteed as to payment by the United States and which mature as to principal and interest in such amounts and at such times as will assure the availability of sufficient moneys to make payment when due of the interest and principal on the Refunded Bonds to and including the Redemption Date, to the extent described in Section 2 hereof, provided, however, that concurrently with such written direction, the Issuer shall provide the Agent with (a) a certification of an independent certified public accountant as to the sufficiency of the federal securities to be subject to this Agreement following such replacement and as to the yields thereof, setting forth in reasonable detail the calculations underlying such certification, (b) an unqualified opinion of nationally recognized bond counsel to the effect that such replacement (1) will not cause the Refunded Bonds or the Refunding Bonds to be subjected to treatment as "arbitrage bonds" under Section 148 of the Code and (2) is otherwise in compliance with this Agreement. Any replacement authorized by this paragraph 4 shall be accomplished by sale, transfer, request for redemption or other disposition of all or a portion of the federal securities described in Exhibit A hereto with the proceeds thereof being applied to the purchase of substitute federal securities, all as specified in the written direction of the Issuer.

5. The Agent acknowledges that arrangements satisfactory to it for payment of its compensation for all services to be performed by it as Agent under this Agreement have been made. The Agent expressly waives any lien upon or claim against the moneys and investments in the Escrow Account.

6. If at any time it shall appear to the Agent that the money in the Escrow Account will not be sufficient to make any payment due to the registered owners of any of the Refunded Bonds, the Agent shall immediately notify the Issuer. Upon receipt of such notice the Issuer shall forthwith transmit to the Agent for deposit in the Escrow Account from moneys on hand and legally available therefor, such additional moneys as may be required to make any such payment, and the Issuer recognizes its obligation to levy ad valorem taxes on all taxable property in the Issuer to the extent required to produce the moneys necessary for this purpose.

7. Within 60 days following the close of each fiscal year and close of the Escrow Account, the Agent shall submit to the Issuer a report covering all money it shall have received

and all payments it shall have made or caused to be made hereunder during the preceding fiscal year or portion thereof.

8. It is recognized that title to the federal securities and money held in the Escrow Account from time to time shall remain vested in the Issuer but subject always to the prior charge and lien thereon of this Agreement and the use thereof required to be made by the provisions of this Agreement. The Agent shall hold all such money and obligations in a special trust fund and account separate and wholly segregated from all other funds and securities of the Agent or deposited therein. It is understood and agreed that the responsibility of the Agent under this Agreement is limited to the safekeeping and segregation of the moneys and securities deposited with it in the Escrow Account, and the collection of and accounting for the principal and interest payable with respect thereto.

9. This Agreement is made by the Issuer for the benefit of the holders of the Refunded Bonds under and pursuant to Minnesota Statutes, Section 475.67, and is not revocable by the Issuer, and the investments and other funds deposited in the Escrow Account and all income therefrom have been irrevocably appropriated for the payment of interest and principal on the Refunded Bonds prior to and including the Redemption Date, in accordance with this Agreement. This Agreement may not be amended except to (i) sever any clause herein deemed to be illegal, (ii) provide for the reinvestment of funds or the substitution of securities as permitted by Section 4 hereof or (iii) cure any ambiguity or correct or supplement any provision herein which may be inconsistent with any other provision, provided that the Agent shall determine that any such amendment shall not adversely affect the owners of the Refunded Bonds. In the event an amendment to this Agreement is proposed to be made pursuant to this Section 9, prior notice shall be given by first class mail, postage prepaid, to the following organization at the following address (or such other address as may be provided by the addressee) and shall be deemed effective upon receipt: Moody's Municipal Rating Desk/Refunded Bonds, 7 World Trade Center – 250 Greenwich Street, New York, New York 10007.

10. This Agreement shall be binding upon and shall inure to the benefit of the Issuer and the Agent and their respective successors and assigns. In addition, this Agreement shall constitute a third party beneficiary contract for the benefit of the holders of the Refunded Bonds. Said third party beneficiaries shall be entitled to enforce performance and observance by the Issuer and the Agent of the respective agreements and covenants herein contained as fully and completely as if said third party beneficiaries were parties hereto.

11. Upon merger or consolidation of the Agent, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Agent. Upon the resignation of the Agent, which shall be communicated in writing to the Issuer, or in the event the Agent becomes incapable of acting hereunder, the Issuer reserves the power to appoint a successor Agent. No resignation shall become effective until the appointment of a successor Agent by the Issuer.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed by their duly authorized officers, on November 1, 2012.

PINE COUNTY, MINNESOTA

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

And: \_\_\_\_\_  
County Administrator

[Signature Page to Escrow Agreement]

U.S. BANK NATIONAL ASSOCIATION,  
Agent

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

[Signature Page to Escrow Agreement]

EXHIBIT A

ESCROW ACCOUNT CASH RECEIPTS FROM SECURITIES ALLOCATED TO THE  
REFUNDED BONDS PURCHASED WITH REFUNDING BOND PROCEEDS AND PROOF  
OF YIELD

**[insert relevant exhibit from Verification Report ]**

EXHIBIT B

ESCROW ACCOUNT CASH FLOW

**[insert relevant exhibit from Verification Report]**

EXHIBIT C

NOTICE OF REDEMPTION

\$13,285,000 Public Project Revenue Bonds, Series 2005A  
(Annual Appropriation Lease Obligations)  
Dated December 13, 2005  
Pine County Housing and Redevelopment Authority, Minnesota

NOTICE IS HEREBY GIVEN THAT all Bonds of the above issue which mature on February 1 in the following years and amounts:

<u>Maturity</u>	<u>Amount</u>	<u>Rate</u>	<u>CUSIP</u>	<u>Maturity</u>	<u>Amount</u>	<u>Rate</u>	<u>CUSIP</u>
2017*	\$ 485,000	4.500%	722537 AG2	2022*	\$ 630,000	4.625%	722537 AM9
2018*	515,000	4.500	722537 AH0	2023*	665,000	4.750	722537 AN7
2019*	540,000	4.500	722537 AJ6	2025*	1,440,000	5.000	722537 AQ0
2020*	565,000	4.625	722537 AK3	2028*	2,475,000	5.000	722537 AT4
2021*	600,000	4.625	722537 AL1	2031*	2,890,000	5.000	722537 AW7

\* Indicates full call

are called for redemption and prepayment on February 1, 2016. The Bonds will be redeemed at a price of 100% of their principal amount plus accrued interest to the date of redemption. Holders of such Bonds should present them for payment on or before said date, on which date they will cease to bear interest.

A form W-9, Payer's Request for Taxpayer Identification Number, must be completed and returned with the called bond or 31% of the bond redemption proceeds will be withheld. Payment of bonds to be redeemed will be made on and after February 1, 2016, by submitting said bond along with the completed form W-9 to U.S. Bank National Association, at the following addresses:

If by Mail:  
U.S. Bank National Association  
Corporate Trust Operations, 3rd Floor  
P.O. Box 64111  
St. Paul, MN 55164-0111

If by Hand or Overnight Mail:  
U.S. Bank National Association  
60 Livingston Avenue  
EP-MN-WS3C  
Bond Drop Window, 1st Floor  
St. Paul, MN 55107

If you request payment of principal and/or interest via wire transfer, please be advised there is a wire transfer fee which will be deducted from your payment.

Dated: \_\_\_\_\_, 20\_\_.

U.S. BANK NATIONAL ASSOCIATION