

THE LINCOLN COUNTY BOARD OF COMMISSIONERS was brought to order by the Chair, Tiffani Landeen, at 8:30 a.m. on October 12, 2021, with Commissioners Joel Arends, Jim C. Jibben, Michael Poppens, and Jim Schmidt present. Deputy Auditor Shaun Feilmeier served as Clerk of the Board. Chief Civil Deputy State's Attorney, William Golden, was also present.

ROUTINE BUSINESS:

MOTION by Schmidt and seconded by Jibben to approve agenda. Arends: "Aye" Jibben: "Aye" Poppens: "Aye" Schmidt: "Aye" Landeen: "Aye". Motion carried.

Claims: \$2,186,502.99

GENERAL: A & B Pure Water, Water \$59.02; Carlson, Sarah, Oct 2021 Election Worker \$22.50; Davies, Christina, Oct 2021 Election Worker \$30.00; Golden, Donelda, Oct 2021 Election Worker \$30.00; Hofer, Caleb, Oct 2021 Election Worker \$30.00; Mastalir, Pierce, Oct 2021 Election Worker \$22.50; Nadolski, Cara, Oct 2021 Election Worker \$30.00; Oakland, Jake, Oct 2021 Election Worker \$30.00; Plucker, Donna, Oct 2021 Election Worker \$30.00; Ralfs, Tammie, Oct 2021 Election Worker \$30.00; Thompson, Carter, Oct 2021 Election Worker \$30.00; Turner, Deb, Oct 2021 Election Worker \$30.00; Vandestroet, Sharon, Oct 2021 Election Worker \$30.00; Peterson, Stuart, Public Defender Contract \$66,666.67; Sentencing Advocacy, Mitigation Specialist \$18,298.35; Knecht, Andrew J, Crt Appt Atty \$968.20; Dakota Law Firm, Crt Appt Atty \$1,686.30; Walter, Max, Crt Appt Atty \$1,183.50; All Nations Interpreters, Interpreters \$825.00; Olson Law Firm, A&N Crt Appt Atty \$367.80; Frantzen Reporting, Grand Jury Transcripts \$212.00; Midco, Internet/Cross Connect \$1,948.51; Sd State Treasurer, State Treas/Blood Draw \$30.00; Mcleod's Printing, Glue Sticks \$25.05; Best Western Ramkota, Travel-Lodging \$606.00; Us Bank, Statement 092020 \$61.20; Associated Consulting, Project # 120096 \$3,364.50; Herc-U-Lift, Filter/Oil/Grease \$276.91; Albers Electric, Changed Led Can \$1,461.39; Cintas, Mats \$136.94; D & D Small Engine, Belt, Deck \$72.91; Sturdevant's Auto, Oil/Air Filters \$42.22; Grainger, Chair Mat/Hard H \$359.70; United Laboratory, Black Knight Dry \$389.78; Us Bank, Statement 09202021 \$500.00; South Lincoln Rural Water, Water \$104.90; Vast Broadband, Transfer Station/Data-Hrsbg \$89.69; City Of Canton, Water/Sewer \$1,146.38; Midamerican Energy, Monthly Gas Usage \$1,315.36; Southeastern Electric, Electricity \$44.44; Xcel Energy, Electricity \$12,364.04; Autopros Tire & Repair, Tire Repairs \$48.20; Aj's Automotive, Oil Change/Brakes \$1,179.90; Us Bank, Statement 09202021 \$339.73; Ekle, Donna, Travel-Meals/Fuel \$203.00; Przybilla, April, Travel-Meals \$170.00; Sehr, Heather, Travel-Meals \$170.00; Bentz, Sarah, Travel-Meals \$170.00; At&T Mobility, Mobile Internet \$2,586.63; Vanderbroek, Becky, Travel-Meals \$46.00; Us Bank, Statement 09202021 \$103.25; Connecting Point, Phones/Smartnet \$2,150.20; Well365, Llc, Online Portal/Wellness Coaching \$2,000.00; Family Services, Eap Individual Counseling \$70.00; Century Business, Copier Maint-Sheriff \$290.10; Verizon Connect, Camera/Video Sbs \$233.87; Auto Dynamics Inc, Oil Change/Tires \$793.88; B & E Autoworx Llc, Oil Changes/Light \$240.25; Genesis Autowork, Fender Wheel Ope \$70.00; Graham Tire Co Llc, Repair-#21-3 \$600.00; Octane Ink Llc, Printed Vinyl-Sheriff \$365.00; Sturdevant's Auto Parts, Wiper Blades \$47.81; Voyager Fleet System, Fuel Statement-Sept \$1,451.39; Harrisburg Ace, Bulbs/Keys/Water \$96.87; Jack's Uniforms, Vests \$1,887.74; Transunion Risk, Search Engine \$75.00; Preferred Printing, Envelopes \$397.56; Us Bank, Statement 09202021 \$81.17; Silverstar Car Wash, Car Wash Membership \$199.80; Red D Haul Llc, Towing \$220.00; Charles Mix Sheriff, Boarding Fee-Sept \$260.00; Minnehaha County Jail, Boarding Fees/Prisoner Care \$179,040.50; Us Bank, Statement 09202021 \$8.94; Buddi Us Llc, Tagging Days \$3,429.00; Canton Home & Farm, Microwave \$169.99; Us Bank, Statement 09202021 \$312.96; Sanford Health Pathology, Coroner Calls-Sept \$1,650.00; Med-Star Paramedic, Transport \$450.00; Sanford Health, Autopsies \$7,104.00; Sd State Treasurer, Autopsy-Blood Draws \$40.00; Minnehaha Co Human, Monthly Poor Relief \$6,995.27; Heritage Funeral, County Assistance \$2,500.00; Sd State Treasurer,

Mentally Ill \$1,007.85; Dean Schaefer, Mi Transcripts \$72.00; Johnson Pllc, Kami, Board- Sept \$6,380.55; Loving, Philip, Mi Evals \$5,078.42; Anderson, Jennifer, Mi Evals \$3,290.74; Lewis & Clark Behavioral, Bmi Intake \$368.00; Lewno Law Office, Mi Board- Yankton \$132.25; Lockwood, Darcy, Mi Hearing- Yankton \$6.00; Katterhagen, Mark, Mi Hearing- Yankton \$6.00; Miller, Francie, Mi Hearing \$104.00; Kennedy Pier Loftus, Mi Crt Appt Atty \$138.60; Lennox Ace Hardware, Spraypaint \$6.28; Novak Sanitary Svc, Garbage/Recycling \$57.76; Ace Hardware Tea, Socket 1/2dr/Wrench \$15.98; Us Bank, Statement 09202021 \$70.10; 4-H Club Leaders, Achievement Days \$3,733.00; Nutrien Ag Solution, Chemicals \$7,552.50; Stantec Consulting, Project # B00769 \$1,964.90; Independent Publishing, P&Z Notices \$34.52; Star Publishing, P&Z Notices \$52.03; Us Bank, Statement 09202021 \$249.00

ROAD AND BRIDGE: A-Ox Welding Supplies, Acetylene Dissol \$49.04; Diesel Machinery, Takeuchi Excavator \$800.00; G & K Supreme Auto, Cab Glass Motor \$90.00; Graham Tire Co, Tires-#29 \$3,100.96; A & B Pure Water, Water \$0.88; A-Ox Welding Supplies, Acetylene Dissol \$131.74; Canton Home & Farm, Antifreeze/Nylon \$4.78; Cintas, Mats/Towels/Towel Can \$68.04; Pedersen Machine, Alternator \$531.37; Stan Houston Equip, Stop/Slow Handheld \$175.80; Sturdevant's Auto, Fem Plug \$3.34; Butler Machinery, Handle/Door \$1,301.64; Fastenal Company, Goat Glove Pairs \$118.64; Transource, Cover- #45 \$27.47; Butler Machinery, Supplies \$866.33; Best Western Ramkota, Travel-Lodging \$101.00; Midco, Internet \$15.75; Midamerican Energy, Monthly Gas Usage \$462.06; Presto-X, Commercial Pest \$428.00; South Lincoln Rural Water, Water-Hwy \$174.45; Southeastern Electric, Electricity-Hwy \$1,727.74; Vast Broadband, Internet-Hwy \$530.61; Xcel Energy, Electricity-Hwy \$62.60; At&T Mobility, Mobile Internet \$105.32; American Engineering, Co Cr152 & 143 I \$36,551.05; Dakota Traffic, Sdr Signs \$2,400.00; Team Lab, Base Stabilization \$33,000.00; Blackstrap, Inc, Road Salt \$3,985.13; Concrete Material, Asphalt \$18,091.36; Myrl & Roys Paving, G2 Rap 58-28 \$31,506.72; 605 Companies Inc, Project # X20091 \$19,067.45; Myrl & Roys Paving, G2 Rap 58-28 \$2,126.36; Sd Dept Of Transportation, Project # Cs6591 \$92,800.95; Sd Dept Of Transportation, Project # Cs8042 \$4,832.33

911: A & B Pure Water, Water \$29.95; Midco, Internet \$39.39; Xcel Energy, Electricity \$9.00
EMS: Best Western Ramkota, Travel-Lodging \$231.00; Verizon Wireless, Mobile Internet \$80.02; Midco, Internet \$7.87

AIRPORT: Legacy Aviation, Monthly Airport \$2,916.67; Lincoln Co Rural Water, Water-Airport \$40.00; Vast Broadband, Airport \$47.59; Southeastern Electric, Electricity \$319.92; Jensen Ins Agency, Airport Annual Premium \$4,574.00

24/7: Pharm Chem Inc, Patch Kits \$1,211.00

LAW LIBRARY: Lexisnexis/Relx, Law Library \$280.00

STATEWIDE SOBRIETY: Sd Attorney General, Sd Attorney General \$101.00; Sd Attorney General, Sd Attorney General \$2,218.00; Sd Attorney General, Sd Attorney General \$8,976.00

MODERN/PRESERV: Sdaco, Sdaco M & P Fund \$2,660.00

STATE MOTOR: Sd State Treasurer, Sd State Treasurer \$445,323.58

SALES TAX: Sd State Treasurer, Sd State Treasurer \$1,098,078.74

BIRTHS, DEATHS, & TITLES: Sd State Treasurer, Sd State Treasurer \$600.00

Reports:

The September 2021 Highway Department mileage reports were presented.

A handout from a Lincoln County resident during the 10/7/2021 Opportunity for Public Comment regarding "Hybrid Model" Redistricting was presented.

MOTION by Arends and seconded by Jibben to approve Consent Agenda with the following change: Consent Agenda Items # 2 & 3 be moved to Regular Business for discussion. Arends: "Aye" Jibben: "Aye" Poppens: "Nay" Schmidt: "Nay" Landeen: "Nay". Motion failed.

There was discussion and question about the function and procedure of Consent Agenda items.

MOTION by Poppens and seconded by Schmidt to approve Consent Agenda with the following change: Consent Agenda Items # 2 & 3 be moved to Regular Business for discussion. Arends: "Aye" Jibben: "Aye" Poppens: "Aye" Schmidt: "Aye" Landeen: "Aye". Motion carried.

CONSENT AGENDA:

MOTION by Poppens and seconded by Schmidt to approve Commission Minutes: 10/7/2021. Arends: "Aye" Jibben: "Aye" Poppens: "Aye" Schmidt: "Aye" Landeen: "Aye". Motion carried.

RESOLUTION: BE IT RESOLVED to approve a step increase for the following individual in the Sheriff's Office effective the first day of the biweekly pay period following 10.5.2021: Chris Kuntz - Deputy Sheriff - SO1/Step 6 - \$25.51/hour. MOTION by Poppens and seconded by Schmidt. Arends: "Aye" Jibben: "Aye" Poppens: "Aye" Schmidt: "Aye" Landeen: "Aye". Motion carried.

RESOLUTION: BE IT RESOLVED to approve a step increase for the following individual in the Sheriff's Office effective the first day of the biweekly pay period following 10.6.2021: Evan Olson - Deputy Sheriff - SO1/Step 6 - \$25.51/hour. MOTION by Poppens and seconded by Schmidt. Arends: "Aye" Jibben: "Aye" Poppens: "Aye" Schmidt: "Aye" Landeen: "Aye". Motion carried.

RESOLUTION: BE IT RESOLVED to approve a step increase for the following individual in the Sheriff's Office effective 9.1.2021: Austin Rhodes - Deputy Sheriff - SO1/Step 2 - \$23.11/hour. MOTION by Poppens and seconded by Schmidt. Arends: "Aye" Jibben: "Aye" Poppens: "Aye" Schmidt: "Aye" Landeen: "Aye". Motion carried.

RESOLUTION: BE IT RESOLVED to approve Application Affidavit for Replacement Warrant for Tiffani Landeen in the amount of \$18.00; original warrant number 98532 issued 7/23/2019. MOTION by Poppens and seconded by Schmidt. Arends: "Aye" Jibben: "Aye" Poppens: "Aye" Schmidt: "Aye" Landeen: "Aye". Motion carried.

RESOLUTION: BE IT RESOLVED to approve Application Affidavit for Replacement Warrant for Tiffani Landeen in the amount of \$18.22; original warrant number 101123 issued 1/28/2020. MOTION by Poppens and seconded by Schmidt. Arends: "Aye" Jibben: "Aye" Poppens: "Aye" Schmidt: "Aye" Landeen: "Aye". Motion carried.

OPPORTUNITY FOR PUBLIC COMMENT:

Two individuals commented on their opposition to Regular Business Item #8 on this meeting's agenda citing security fears and cost concerns.

Another individual mentioned some State money for Townships.

There were two handouts: an email about poll pads and a South Dakota Department of Transportation Memo.

COMMISSIONER REPORT (INFORMATIONAL ONLY):

Commissioner Arends reported on a damaged and closed bridge he visited. Arends encouraged the public to adhere to the closure signage in order to prevent tragedy.

Commissioner Schmidt complimented the public for taking initiative on petitioning a Board action.

Schmidt also commented that the Board doesn't educate the public very well on what they are doing.

REGULAR BUSINESS:

COMMISSIONER BRIEFING: Julia Disburg, Human Resources Director, informed the Board of the necessary facts pertaining to two hires. Chief Civil Deputy State's Attorney, William Golden, also advised the Board.

RESOLUTION: BE IT RESOLVED to approve the hire of Joseph Meader, as a full-time Civil Deputy State's Attorney with the State's Attorney's Office at \$2,940.00 biweekly (Grade 114, Step 2) effective 10.20.2021. MOTION by Poppens and seconded by Schmidt. Arends: "Nay" Jibben: "Nay" Poppens: "Aye" Schmidt: "Aye" Landeen: "Aye". Motion carried.

RESOLUTION: BE IT RESOLVED to approve the hire of Jenna Eilers, as a full-time Tax and License Clerk for the Treasurer's Office at \$16.78/hr (grade 104, step 1) effective 10.13.2021. MOTION by Schmidt and seconded by Poppens. Arends: "Nay" Jibben: "Nay" Poppens: "Aye" Schmidt: "Aye" Landeen: "Aye". Motion carried.

COMMISSIONER BRIEFING:

Thomas Grimmond, Senior Vice President of Colliers Securities, informed the Board of the necessary facts pertaining to the proposed refinancing of bonds.

RESOLUTION OF THE LINCOLN COUNTY COMMISSION APPROVING THE CURRENT REFUNDING OF ALL OF THE OUTSTANDING LIMITED TAX GENERAL OBLIGATION CERTIFICATES, SERIES 2013 EVIDENCING A PROPORTIONATE INTERESTS OF THE OWNER IN A LEASE-PURCHASE AGREEMENT BETWEEN THE US BANK NATIONAL ASSOCIATION AND LINCOLN COUNTY, AUTHORIZING THE EXECUTION AND DELIVERY OF THE SECOND AMENDED AND RESTATED LEASE RELATING TO THE LEASE-PURCHASE OF COUNTY COURTHOUSE ADDITION; AUTHORIZING THE EXECUTION AND DELIVERY OF A SERIES 2021 SECOND SUPPLEMENTAL DECLARATION OF TRUST WITH U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, PURSUANT TO WHICH THE TRUSTEE WILL EXECUTE, AUTHENTICATE AND DELIVER NOT EXCEEDING \$3,505,000 AGGREGATE PRINCIPAL AMOUNT OF LIMITED TAX GENERAL OBLIGATION CERTIFICATES, SERIES 2021 EVIDENCING AN UNDIVIDED PROPORTIONATE INTEREST OF THE OWNERS THEREOF IN LEASE PAYMENTS TO BE MADE UNDER THE LEASE-PURCHASE AGREEMENT BY THE COUNTY; AUTHORIZING A DELEGATED NEGOTIATED SALE OF SUCH CERTIFICATES OF PARTICIPATION UPON MEETING CERTAIN CONDITIONS SPECIFIED HEREIN; DELEGATING TO THE CHAIRMAN OR VICE-CHAIRMAN AND AUDITOR AND THEIR DESIGNEES THE AUTHORITY TO EXECUTE AND DELIVER A CERTIFICATE PURCHASE CONTRACT RELATING TO SUCH NEGOTIATED SALE UPON SATISFACTION OF THE PARAMETERS SET FORTH HEREIN; AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFERING STATEMENT AND THE EXECUTION AND DELIVERY OF A FINAL OFFERING STATEMENT AND A CONTINUING DISCLOSURE AGREEMENT WITH RESPECT TO SUCH CERTIFICATES OF PARTICIPATION UPON MEETING CERTAIN CONDITIONS SPECIFIED HEREIN.

WHEREAS, County Commission (the "Commission"), as governing body of Lincoln County (the "County"), has heretofore determined to refinance the cost of its County Courthouse Addition ("County

Courthouse Addition”) constructed with the proceeds of the Limited Tax General Obligation Certificates, Series 2013 evidencing a proportionate interest of the owners in a Lease-Purchase Agreement (the “Refunded Certificates”); and

WHEREAS, the County has heretofore determined that an appropriate way of refinancing the cost of its County Courthouse Addition is the lease-purchase of such improvements and has heretofore entered into a First Amended and Restated Lease-Purchase Agreement, dated as June 3, 2013, between the County and The First National Bank in Sioux Falls (“Trustee”); and

WHEREAS, the County and Trustee entered into a certain Series 2013 Supplemental Declaration of Trust, dated as of June 3, 2013 (the “Trust Agreement”); and

WHEREAS, the costs of the County Courthouse Addition were originally financed through the issuance of 2006 Certificates; and

WHEREAS, as a result of a decline in interest rates and the desire to refinance a portion of its obligations under Lease; and

WHEREAS, to accomplish such refinancing, the County and the Trustee shall enter into a Series 2021 Second Supplemental Declaration of Trust (the “Series 2021 Second Supplemental Declaration of Trust”) with the Trustee providing for the issuance of Limited Tax General Obligation Refunding Certificates, Series 2021 evidencing proportionate interest of the owners in a Second Amended and Restated Lease-Purchase Agreement (the “Series 2021 Certificates”) which Series 2021 Certificates will represent undivided proportionate interests in a portion of the principal portion and interest portion of the Lease Payments to be made under the Transaction Lease Agreements; and

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF LINCOLN COUNTY SOUTH DAKOTA AS FOLLOWS:

SECTION 1. DEFINITIONS. In addition to the terms defined above, the following terms shall have the following meanings herein, unless the text otherwise expressly requires. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

“Act” shall mean South Dakota Codified Laws Chapter 7-25, 7-25-29 & 7-25-20 and Sections 6-8B-30 through 6-8B-52.

“Auditor” means the County Auditor or such other person as maybe duly authorized to act on his or her behalf.

“Certificate Purchase Contract” means the Certificate Purchase Contract, to be dated the date of the sale of the Series 2021 Certificates, among the Trustee, the Underwriter and the County.

“Chairman” means the Chairman of the Commission and, in his or her absence or unavailability, the Vice-Chairman or such other person as may be duly authorized to act on his or her behalf.

“Commission” means the County Commissioners of Lincoln County.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement to be executed by the County pursuant to Section 13 hereof.

“County” means Lincoln County, South Dakota.

“First Amended and Restated Lease means the first amendment to the Lease Agreement dated June 3, 2013 relating to the County Courthouse Addition between the Trustee and the County.

“Lease Agreement” means the Lease-Purchase Agreement dated December 15, 2006 between the County and the Trustee, together with all amendments.

“Lease Payments” shall have the meaning ascribed to such term in the Trust Agreement.

“Refinanced Project” means the County Courthouse Addition.

“Refunded Certificates” means the Certificates maturing December 1, 2021 through December 1, 2026 of the Limited Tax General Obligation Refunding Certificates, Series 2013 evidencing a proportionate interest of the owners in a Lease-Purchase Agreement.

“Series 2021 Certificates” means the Limited Tax General Obligation Refunding Certificates, Series 2021 evidencing proportionate interest of the owners in a Lease-Purchase Agreement.

“Series 2021 Second Supplemental Declaration of Trust” means the Series 2021 Second Supplemental Declaration of Trust relating to the Series 2021 Certificates among the County and the Trustee.

“Trust Agreement” means the Declaration of Trust, dated as of December 15, 2006, among the County and the Trustee, together with all supplements thereto.

“Trustee” means U.S. Bank National Association, St. Paul, Minnesota.

“Underwriter” means Colliers Securities LLC.

SECTION 2. FINDINGS. It is hereby found and determined that:

(A) The County has heretofore executed and delivered the Lease Agreement and the Trust Agreement.

(B) The County has heretofore determined that the most appropriate way of financing the County Courthouse Addition and refinancing existing County Courthouse Addition is the lease-purchase of such facilities.

(C) The County has heretofore leased the County Courthouse Addition from the Trustee in accordance with the terms of the Lease Agreement.

(D) The County has heretofore caused the Refunded Certificates to be executed, authenticated and delivered by the Trustee in connection with the County's leasing of County Courthouse Addition.

(E) Subject to the provisions of Section 8 hereof, the County deems it in its best interests to restructure the Lease Payments payable under the Lease Agreement to reflect the refunding of the Refunded Certificates.

(G) In consideration of the deposit of such prepaid Lease Payments with the Trustee, the County agrees to enter into Second Amended and Restated Lease whereby the County will lease the County Courthouse Addition and agree to make Lease Payments sufficient to pay the principal of and interest on the Series 2021 Certificates and the Outstanding Related Certificates, if any.

(H) The County is authorized and empowered by the Act to enter into transactions such as that contemplated by this Resolution, the Lease Agreement, the Trust Agreement, First Amended and Restated Lease Agreement, the Master Supplemental Declaration of Trust, and the Series 2021 Second Supplemental Declaration of Trust, and to fully perform its obligations thereunder in order to lease-purchase the County Courthouse Addition.

SECTION 3. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act and all other applicable provisions of law.

SECTION 4. AUTHORIZATION OF REFUNDING OF REFUNDED CERTIFICATES. The County hereby authorizes the refunding of the Refunded Certificates in accordance with the provisions of this Resolution and the Trust Agreement. Subject to the satisfaction of all of the conditions of Section 8 hereof, the Refunded Certificates shall be determined by the Chairman or his designee at the time of sale of the Series 2021 Certificates upon the advice of the County's the Underwriter.

SECTION 5. AUTHORIZATION OF LEASE-PURCHASE OF COUNTY COURTHOUSE ADDITION. Subject to satisfaction of all of the conditions set forth in Section 8 hereof, the County hereby authorizes the lease-purchase of the County Courthouse Addition in accordance with the terms of the Lease Agreement.

SECTION 6. APPROVAL OF LEASE AGREEMENT. Subject to satisfaction of all of the conditions set forth in Section 8 hereof, the County hereby authorizes and directs the Chairman to execute Second Amended and Restated Lease Agreement and the Auditor to attest the same under the seal of the County, and to deliver Second Amended and Restated Lease to the Trustee for its execution with such changes, amendments, modifications, deletions and additions as may be approved by such Chairman, including those changes necessary to reflect the terms and details of the Series 2021 Certificates determined in accordance with Section 8 hereof including, without limitation, the schedule of Lease Payments.

SECTION 7. APPROVAL OF SERIES 2021 SECOND SUPPLEMENTAL DECLARATION OF TRUST. Subject to satisfaction of all of the conditions set forth in Section 8 hereof, the County hereby authorizes and directs the Chairman to execute the Series 2021 Second Supplemental Declaration of Trust, and the Auditor to attest the same under the seal of the County and to deliver the Series 2021 Second Supplemental Declaration of Trust to the Trustee for their execution.

SECTION 8. SALE. The Certificates shall be sold to the Underwriter at a price to be set forth in the Certificate Purchase Agreement. The Chairman and the Auditor, or either of them, in consultation with the Underwriter, are authorized to make such changes in the structuring of the terms and sale of the Certificates as they shall deem necessary to maximize the savings from the refunding of the Refunded Certificates. In this regard, they, or either of them, in consultation with the Underwriter, are authorized to cause to be sold an aggregate principal amount of the Certificates less than that authorized herein, cause fewer than all the Refunded Certificates to be refunded, to sell any or all of the Certificates as term Certificates with annual mandatory redemption requirements which will produce substantially the same annual principal reductions as authorized herein, to change the dated date of the Certificates to a date other than June 1, 2012, and to adjust principal and interest payment dates and redemption dates of the Certificates. The Chairman and the Auditor, or either of them, are hereby authorized to execute and the Auditor is authorized to attest the Purchase Agreement with the Underwriter providing for the purchase and sale of the Certificates. The Purchase Agreement shall be in form and content acceptable to the Chairman and Auditor, the execution thereof by either of them to constitute conclusive evidence thereof, and approved as to form and legality by the County's attorney; provided the Purchase Agreement effects the sale of the Certificates in accordance with the provisions of this Resolution, and is not inconsistent with the terms hereof. The Chairman and the Auditor are authorized to cause the Certificates to be authenticated and delivered by the Registration Agent to the Underwriter and to execute, publish, and deliver all certificates and documents, including the Official Statement, and closing certificates and documents, as they shall deem necessary in connection with the sale and delivery of the Certificates.

SECTION 9. REDEMPTION PROVISIONS. The Series 2021 Certificates and the Lease Payments related thereto shall be subject to such redemption provisions, if any, as shall be determined by the Chairman and Auditor and set forth in the Certificate Purchase Contract subject to the conditions set forth in Section 8 hereof.

SECTION 10. OFFERING STATEMENT. The Chairman, Auditor, and the Underwriter are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Certificates (the "Preliminary Official Statement"). After the Certificates have been sold, the Chairman and Auditor shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this Resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission.

To comply with paragraph (b) (3) of Rule 15c2 12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule") and with Rule G 32 and all other applicable rules of the Municipal Securities Rulemaking Board, the County agrees to deliver to the Underwriter, the Official Statement (which shall be a final official statement, as such term is defined in the Rule, as of its date) in an electronic format as prescribed by the MSRB.

SECTION 11. APPOINTMENT OF TRUSTEE. U.S. Bank National Association, St. Paul, Minnesota is hereby appointed, reaffirmed and designated as Trustee.

SECTION 12. SECONDARY MARKET DISCLOSURE. The County hereby covenants and agrees that, in order to provide for compliance by the County with the secondary market disclosure requirements of Rule 15c2-12 of the Securities and Exchange Commission, as amended (the "Rule"), it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement to be executed by the County and dated the date of delivery of the Series 2021 Certificates, as it may be amended from time to time in

accordance with the terms thereof. The Continuing Disclosure Agreement, with such changes, amendments, modifications, deletions and additions as shall be approved by the Chairman who is hereby authorized to execute and deliver such Agreement. Notwithstanding any other provision of this Resolution or the Trust Agreement, failure of the County to comply with such Continuing Disclosure Agreement shall not be considered an event of default under the Trust Agreement; provided, however, to the extent provided by law, the sole and exclusive remedy of any Series 2021 Certificate Owner for the enforcement of the provisions of the Continuing Disclosure Agreement that relates to its Series 2021 Certificates shall be an action for mandamus or specific performance, as applicable, by court order, to cause the County to comply with its obligations under this Section 13 and the Continuing Disclosure Agreement. For purposes of this Section 12, "Series 2021 Certificate Owner" shall mean any person who (A) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2021 Certificates (including persons holding Series 2021 Certificates through nominees, depositories or other intermediaries), or (B) is treated as the owner of any Series 2013 Certificate for federal income tax purposes.

SECTION 13. GENERAL AUTHORITY. Subject to satisfaction of all of the requirements of Section 8 hereof, the members of the Commission, the Auditor and the officers, attorneys and other agents or employees of the District are hereby authorized to do all acts and things required of them by this Resolution, the Offering Statement or the Certificate Purchase Contract, or desirable or consistent with the requirements of this Resolution, the Lease Agreement, the Transaction Lease Agreements, the Trust Agreement, the Series 2021 Second Supplemental Declaration of Trust, the Ground Leases related thereto, the Offering Statement, the Continuing Disclosure Agreement or the Certificate Purchase Contract for the full punctual and complete performance of all the terms, covenants and agreements contained herein or therein, including, without limitation, to change the series designation of the Series 2021 Certificates in the event they are not issued in calendar year 2021, and each member, employee, attorney and officer of the County is hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder. To the extent that the Chairman is unavailable to take any action hereunder, the Vice-Chairman shall be authorized to act on his or her behalf.

SECTION 14. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

MOTION by Schmidt and seconded by Arends. Arends: "Aye" Jibben: "Aye" Poppens: "Aye" Schmidt: "Aye" Landeen: "Aye". Motion carried.

RESOLUTION OF THE LINCOLN COUNTY COMMISSION APPROVING THE ADVANCE REFUNDING OF ALL OF THE OUTSTANDING LIMITED TAX GENERAL OBLIGATION CERTIFICATES, SERIES 2016 EVIDENCING A PROPORTIONATE INTERESTS OF THE OWNER IN A LEASE-PURCHASE AGREEMENT BETWEEN THE US BANK NATIONAL ASSOCIATION AND LINCOLN COUNTY, AUTHORIZING THE EXECUTION AND DELIVERY OF FIRST AMENDED AND RESTATED LEASE RELATING TO THE LEASE-PURCHASE OF COUNTY HIGHWAY FACILITIES; AUTHORIZING THE EXECUTION AND DELIVERY OF A SERIES 2021 FIRST SUPPLEMENTAL DECLARATION OF TRUST WITH U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, PURSUANT TO WHICH THE TRUSTEE WILL EXECUTE, AUTHENTICATE AND DELIVER NOT EXCEEDING \$5,925,000 AGGREGATE PRINCIPAL AMOUNT OF TAXABLE LIMITED TAX GENERAL OBLIGATION CERTIFICATES, SERIES 2021

EVIDENCING AN UNDIVIDED PROPORTIONATE INTEREST OF THE OWNERS THEREOF IN LEASE PAYMENTS TO BE MADE UNDER THE LEASE-PURCHASE AGREEMENT BY THE COUNTY; AUTHORIZING A DELEGATED NEGOTIATED SALE OF SUCH CERTIFICATES OF PARTICIPATION UPON MEETING CERTAIN CONDITIONS SPECIFIED HEREIN; DELEGATING TO THE CHAIRMAN OR VICE-CHAIRMAN AND AUDITOR AND THEIR DESIGNEES THE AUTHORITY TO EXECUTE AND DELIVER A CERTIFICATE PURCHASE CONTRACT RELATING TO SUCH NEGOTIATED SALE UPON SATISFACTION OF THE PARAMETERS SET FORTH HEREIN; AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFERING STATEMENT AND THE EXECUTION AND DELIVERY OF A FINAL OFFERING STATEMENT AND A CONTINUING DISCLOSURE AGREEMENT WITH RESPECT TO SUCH CERTIFICATES OF PARTICIPATION UPON MEETING CERTAIN CONDITIONS SPECIFIED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT AND APPOINTING AN ESCROW AGENT THERETO; AUTHORIZING MUNICIPAL BOND INSURANCE FOR THE CERTIFICATES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, County Commission (the "Commission"), as governing body of Lincoln County (the "County"), has heretofore determined to refinance the cost of its County Highway Facilities ("County Highway Facilities") constructed with the proceeds of the Certificates of Participation, Series 2016 (Limited Tax General Obligation Certificates) evidencing a proportionate interest of the owners in a Lease-Purchase Agreement (the "Refunded Certificates"); and

WHEREAS, the County has heretofore determined that an appropriate way of refinancing the cost of its County Highway Facilities is the lease-purchase of such improvements and has heretofore entered into a First Amended and Restated Lease-Purchase Agreement, between the County and US Bank National Association, St. Paul, Minnesota ("Trustee"); and

WHEREAS, the costs of the County Highway Facilities were originally financed through the issuance of 2016 Certificates; and

WHEREAS, as a result of a decline in interest rates and the desire to refinance its obligations under Lease; and

WHEREAS, to accomplish such refinancing, the County and the Trustee shall enter into a Series 2021 First Supplemental Declaration of Trust (the "Series 2021 First Supplemental Declaration of Trust") with the Trustee providing for the issuance of Taxable Limited Tax General Obligation Refunding Certificates, Series 2021 evidencing proportionate interest of the owners in a First Amended and Restated Lease-Purchase Agreement (the "Series 2021 Certificates") which Series 2021 Certificates will represent undivided proportionate interests in a portion of the principal portion and interest portion of the Lease Payments to be made under the Transaction Lease Agreements; and

WHEREAS, a portion of the proceeds of the Series 2021 Certificates will be deposited with U.S. Bank National Association, acting as Escrow Agent (the "Escrow Agent") under an Escrow Agreement (the "Escrow Agreement") to be entered into by the County and the Escrow Agent and invested in state and local government series (SLGS) until used to pay interest on, and to prepay the Refunded Certificates in accordance with the terms of the Escrow Agreement; and

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF LINCOLN COUNTY SOUTH DAKOTA AS FOLLOWS:

SECTION 1. DEFINITIONS. In addition to the terms defined above, the following terms shall have the following meanings herein, unless the text otherwise expressly requires. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"Act" shall mean South Dakota Codified Laws Chapter 7-25, specifically 7-25-19 & 7-25-20 and Sections 6-8B-30 through 6-8B-52.

“Auditor” means the County Auditor or such other person as maybe duly authorized to act on his or her behalf.

“Certificate Purchase Contract” means the Certificate Purchase Contract, to be dated the date of the sale of the Series 2021 Certificates, among the Trustee, the Underwriter and the County.

“Chairman” means the Chairman of the Commission and, in his or her absence or unavailability, the Vice-Chairman or such other person as may be duly authorized to act on his or her behalf.

“Commission” means the County Commissioners of Lincoln County.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement to be executed by the County pursuant to Section 13 hereof.

“County” means Lincoln County South Dakota.

“Escrow Agent” means U.S. Bank National Association, St. Paul, Minnesota and any successors thereto.

“Escrow Agreement” means that certain Escrow Agreement, between the Escrow Agent and the County.

“Lease Agreement” means the Lease-Purchase Agreement dated May 1, 2016 between the County and the Trustee, as amended.

“Lease Payments” shall have the meaning ascribed to such term in the Trust Agreement.

“Refinanced Project” means the County Highway Facilities.

“Refunded Certificates” means the Certificates maturing December 1, 2021 through December 1, 2035 of the Limited Tax General Obligation Certificates, Series 2016 evidencing a proportionate interest of the owners in a Lease-Purchase Agreement.

“Series 2021 Certificates” means the Taxable Limited Tax General Obligation Refunding Certificates, Series 2021 evidencing proportionate interest of the owners in a Lease-Purchase Agreement.

“Series 2021 First Supplemental Declaration of Trust” means the Series 2021 First Supplemental Declaration of Trust relating to the Series 2021 Certificates among the County and the Trustee.

“Trust Agreement” means the Declaration of Trust, dated as of May 1, 2016, among the County and the Trustee.

“Trustee” means U.S. Bank National Association, St. Paul, Minnesota.

“Underwriter” means Colliers Securities LLC.

SECTION 2. FINDINGS. It is hereby found and determined that:

(A) The County has heretofore executed and delivered the Lease Agreement and the Trust Agreement.

(B) The County has heretofore determined that the most appropriate way of financing the County Highway Facilities and refinancing existing County Highway Facilities is the lease-purchase of such facilities.

(C) The County has heretofore leased the County Highway Facilities from the Trustee in accordance with the terms of the Lease Agreement.

(D) The County has heretofore caused the Refunded Certificates to be executed, authenticated and delivered by the Trustee in connection with the County's leasing of County Highway Facilities.

(E) Subject to the provisions of Section 8 hereof, the County deems it in its best interests to restructure the Lease Payments payable under the Lease Agreement to reflect the refunding of the Refunded Certificates.

(F) The deposit of the prepaid Lease Payments in the escrow deposit trust fund established under the Escrow Agreement shall be in an amount sufficient to pay the interest on the Refunded Certificates, as the same become due or are prepaid prior to maturity. The Lease Agreement will secure the payment of Lease Payments and any deficiency in the prepaid Lease Payments on deposit in the escrow deposit trust fund relating to the Refunded Certificates.

(G) In consideration of the deposit of such prepaid Lease Payments with the Escrow Agent, the County agrees to enter into First Amended and Restated Lease whereby the County will lease the County Highway Facilities and agree to make Lease Payments sufficient to pay the principal of and interest on the Series 2021 Certificates and the Outstanding Related Certificates, if any.

(H) The County is authorized and empowered by the Act to enter into transactions such as that contemplated by this Resolution, the Lease Agreement, the Trust Agreement, First Amended and Restated Lease Agreement, the Master Supplemental Declaration of Trust, the Series 2021 First Supplemental Declaration of Trust and the Escrow Agreement, and to fully perform its obligations thereunder in order to lease-purchase the County Highway Facilities.

SECTION 3. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act and all other applicable provisions of law.

SECTION 4. AUTHORIZATION OF REFUNDING OF REFUNDED CERTIFICATES. The County hereby authorizes the refunding, on an advanced basis, of the Refunded Certificates in accordance with the provisions of this Resolution, the Trust Agreement and the Escrow Agreement. Subject to the satisfaction of all of the conditions of Section 8 hereof, the Refunded Certificates shall be determined by the Chairman or his designee at the time of sale of the Series 2021 Certificates upon the advice of the Underwriter.

SECTION 5. AUTHORIZATION OF LEASE-PURCHASE OF COUNTY HIGHWAY FACILITIES. Subject to satisfaction of all of the conditions set forth in Section 8 hereof, the County hereby authorizes the lease-purchase of the County Highway Facilities in accordance with the terms of the Lease Agreement.

SECTION 6. APPROVAL OF LEASE AGREEMENT. Subject to satisfaction of all of the conditions set forth in Section 8 hereof, the County hereby authorizes and directs the Chairman to execute First Amended and Restated Lease Agreement and the Auditor to attest the same under the seal of the County, and to deliver First Amended and Restated Lease to the Trustee for its execution with such changes, amendments, modifications, deletions and additions as may be approved by such Chairman, including those changes necessary to reflect the terms and details of the Series 2021 Certificates determined in accordance with Section 8 hereof including, without limitation, the schedule of Lease Payments.

SECTION 7. APPROVAL OF SERIES 2021 FIRST SUPPLEMENTAL DECLARATION OF TRUST. Subject to satisfaction of all of the conditions set forth in Section 8 hereof, the County hereby authorizes and directs the Chairman to execute the Series 2021 First Supplemental Declaration of Trust, and the Auditor to attest the same under the seal of the County and to deliver the Series 2021 First Supplemental Declaration of Trust to the Trustee for their execution.

SECTION 8. SALE. The Certificates shall be sold to the Underwriter at a price to be set forth in the Certificate Purchase Agreement. The Chairman and the Auditor, or either of them, in consultation with the Underwriter, are authorized to make such changes in the structuring of the terms and sale of the Certificates as they shall deem necessary to maximize the savings from the refunding of the Refunded Certificates. In this regard, they, or either of them, in consultation with the Underwriter, are authorized to cause to be sold an aggregate principal amount of the Certificates less than that authorized herein, cause fewer than all the Refunded Certificates to be refunded, to sell any or all of the Certificates as term Certificates with annual mandatory redemption requirements which will produce substantially the same annual principal reductions as authorized herein, to change the dated date of the Certificates to a date other than June 1, 2012, and to adjust principal and interest payment dates and redemption dates of the Certificates. The Chairman and the Auditor, or either of them, are hereby authorized to execute and the Auditor is authorized to attest the Purchase Agreement with the Underwriter providing for the purchase and sale of the Certificates. The Purchase Agreement shall be in form and content acceptable to the Chairman and Auditor, the execution thereof by either of them to constitute conclusive evidence thereof, and approved as to form and legality by the County's attorney; provided the Purchase Agreement effects the sale of the Certificates in accordance with the provisions of this Resolution, and is not inconsistent with the terms hereof. The Chairman and the Auditor are authorized to cause the Certificates to be authenticated and delivered by the Registration Agent to the Underwriter and to execute, publish, and

deliver all certificates and documents, including the Official Statement, and closing certificates and documents, as they shall deem necessary in connection with the sale and delivery of the Certificates. SECTION 9. REDEMPTION PROVISIONS. The Series 2021 Certificates and the Lease Payments related thereto shall be subject to such redemption provisions, if any, as shall be determined by the Chairman and Auditor and set forth in the Certificate Purchase Contract subject to the conditions set forth in Section 8 hereof.

SECTION 10. ESCROW AGREEMENT. Subject to the satisfaction in all respects of the conditions set forth in Section 8 hereof, the County hereby authorizes and directs the Chairman and the Auditor to execute the Escrow Agreement and to deliver it to the Escrow Agent for its execution.

SECTION 11. OFFERING STATEMENT. The Chairman, Auditor, and the Underwriter are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Certificates (the "Preliminary Official Statement"). After the Certificates have been sold, the Chairman and Auditor shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this Resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission.

To comply with paragraph (b) (3) of Rule 15c2 12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule") and with Rule G 32 and all other applicable rules of the Municipal Securities Rulemaking Board, the County agrees to deliver to the Underwriter, the Official Statement (which shall be a final official statement, as such term is defined in the Rule, as of its date) in an electronic format as prescribed by the MSRB.

SECTION 12. APPOINTMENT OF TRUSTEE AND ESCROW AGENT. U.S. Bank National Association, St. Paul, Minnesota is hereby appointed Escrow Agent and reaffirmed and designated as Trustee.

SECTION 13. SECONDARY MARKET DISCLOSURE. The County hereby covenants and agrees that, in order to provide for compliance by the County with the secondary market disclosure requirements of Rule 15c2-12 of the Securities and Exchange Commission, as amended (the "Rule"), it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement to be executed by the County and dated the date of delivery of the Series 2021 Certificates, as it may be amended from time to time in accordance with the terms thereof. The Continuing Disclosure Agreement, with such changes, amendments, modifications, deletions and additions as shall be approved by the Chairman who is hereby authorized to execute and deliver such Agreement. Notwithstanding any other provision of this Resolution or the Trust Agreement, failure of the County to comply with such Continuing Disclosure Agreement shall not be considered an event of default under the Trust Agreement; provided, however, to the extent provided by law, the sole and exclusive remedy of any Series 2021 Certificate Owner for the enforcement of the provisions of the Continuing Disclosure Agreement that relates to its Series 2021 Certificates shall be an action for mandamus or specific performance, as applicable, by court order, to cause the County to comply with its obligations under this Section 13 and the Continuing Disclosure Agreement. For purposes of this Section 13, "Series 2021 Certificate Owner" shall mean any person who (A) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2021 Certificates (including persons holding Series 2021 Certificates through nominees, depositories or other intermediaries), or (B) is treated as the owner of any Series 2016 Certificate for federal income tax purposes.

SECTION 14. GENERAL AUTHORITY. Subject to satisfaction of all of the requirements of Section 8 hereof, the members of the Commission, the Auditor and the officers, attorneys and other agents or employees of the District are hereby authorized to do all acts and things required of them by this Resolution, the Offering Statement or the Certificate Purchase Contract, or desirable or consistent with the requirements of this Resolution, the Lease Agreement, the Transaction Lease Agreements, the Trust

Agreement, the Series 2021 First Supplemental Declaration of Trust, the Ground Leases related thereto, the Offering Statement, the Continuing Disclosure Agreement or the Certificate Purchase Contract for the full punctual and complete performance of all the terms, covenants and agreements contained herein or therein, including, without limitation, to change the series designation of the Series 2021 Certificates in the event they are not issued in calendar year 2012, and each member, employee, attorney and officer of the County is hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder. To the extent that the Chairman is unavailable to take any action hereunder, the Vice-Chairman shall be authorized to act on his or her behalf.

SECTION 15. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

MOTION by Arends and seconded by Schmidt. Arends: "Aye" Jibben: "Aye" Poppens: "Aye" Schmidt: "Aye" Landeen: "Aye". Motion carried.

MOTION by Poppens and seconded by Jibben to remove from the Table for discussion the agenda item: Renewal quote with Jensen Insurance. Arends: "Aye" Jibben: "Aye" Poppens: "Aye" Schmidt: "Aye" Landeen: "Aye". Motion carried.

RESOLUTION: BE IT RESOLVED to enter Executive Session at 9:12 a.m. for the purposes of Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters. SDCL 1-25-2(3). MOTION by Poppens and seconded by Jibben. Arends: "Aye" Jibben: "Aye" Poppens: "Aye" Schmidt: "Aye" Landeen: "Aye". Motion carried.

RESOLUTION: BE IT RESOLVED to exit Executive Session at 9:14 a.m. MOTION by Poppens and seconded by Jibben. Arends: "Aye" Jibben: "Aye" Poppens: "Aye" Schmidt: "Aye" Landeen: "Aye". Motion carried.

RESOLUTION: BE IT RESOLVED to approve the renewal quote from Jensen Insurance/EMC. MOTION by Schmidt and seconded by Jibben. Arends: "Aye" Jibben: "Aye" Poppens: "Abstain" Schmidt: "Aye" Landeen: "Aye". Motion carried.

COMMISSIONER BRIEFING: William Golden, Chief Civil Deputy State's Attorney, informed the Board of the necessary facts pertaining to the Qualified Mental Health Professional request before them.

RESOLUTION: BE IT RESOLVED to approve the Lincoln/Minnehaha County Joint Mental Illness Board's hire of Nichole Ringing Shield as an as-needed Qualified Mental Health Professional as of 9/24/2021. MOTION by Poppens and seconded by Jibben. Arends: "Aye" Jibben: "Aye" Poppens: "Aye" Schmidt: "Aye" Landeen: "Aye". Motion carried.

FIRST READING occurred for an Ordinance of Lincoln County, SD, rezoning the property legally described as Lot 1, Hoffman's Addition, SW1/4 SW1/4, Section 31-T100N-R50W from the A-1, Agricultural District to the C, Commercial District and amending the Official Zoning Map of Lincoln County. Location: Parcel ID 100.50.31.J001. Toby Brown, Planning & Zoning Director, introduced the application and answered questions from the Board.

COMMISSIONER BRIEFING: Sheriff Steve Swenson informed the Board of the necessary facts pertaining to his request for authorization to purchase 2022 vehicles.

RESOLUTION: BE IT RESOLVED to authorize the Sheriff's Office to place the 2022 budgeted vehicle order. MOTION by Arends and seconded by Schmidt. Arends: "Aye" Jibben: "Aye" Poppens: "Aye" Schmidt: "Aye" Landeen: "Aye". Motion carried.

COMMISSIONER BRIEFING: Terry Fluit, Highway Superintendent, informed the Board of the necessary facts pertaining to a request to use a Lake County bid.

RESOLUTION: BE IT RESOLVED to approve the purchase of Mastic material off the Lake County South Dakota bid from Brock White of Sioux Falls. MOTION by Schmidt and seconded by Jibben. Arends: "Aye" Jibben: "Aye" Poppens: "Aye" Schmidt: "Aye" Landeen: "Aye". Motion carried.

COMMISSIONER BRIEFING: John Rombough, Buildings & Grounds Superintendent, informed the Board of the necessary facts pertaining to a budgeted building maintenance project.

RESOLUTION: BE IT RESOLVED to authorize the purchase of carpet and other materials for the budgeted maintenance of the Auditor's Office from Canton Home & Farm for \$6,536.59, install by PRO Flooring for \$3,188. MOTION by Poppens and seconded by Jibben. Arends: "Aye" Jibben: "Aye" Poppens: "Aye" Schmidt: "Aye" Landeen: "Aye". Motion carried.

COMMISSIONER BRIEFING: Sheri Lund, Auditor, discussed the benefits of poll pads with the Board. Lund also offered some means to recover some of their expense. The Board expressed desire to speak and ask questions directly to Knoink representatives.

RESOLUTION: BE IT RESOLVED to table until the November 2nd Commission meeting the agenda item: Agreement for Poll Pads with Knoink. MOTION by Poppens and seconded by Schmidt. Arends: "Aye" Jibben: "Aye" Poppens: "Aye" Schmidt: "Aye" Landeen: "Aye". Motion carried.

RESOLUTION: BE IT RESOLVED to enter Executive Session at 9:57 a.m. for the following purposes: Discussing the qualifications, competence, performance, character or fitness of any public officer or employee or prospective public officer or employee. The term "employee" does not include any independent contractor. SDCL 1-25-2(1); Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters. SDCL 1-25-2(3); Preparing for contract negotiations or negotiating with employees or employee representatives. SDCL 1-25-2(4). MOTION by Schmidt and seconded by Jibben. Arends: "Aye" Jibben: "Aye" Poppens: "Aye" Schmidt: "Aye" Landeen: "Aye". Motion carried.

RESOLUTION: BE IT RESOLVED to exit Executive Session at 10:17 a.m. MOTION by Schmidt and seconded by Jibben. Arends: "Absent" Jibben: "Aye" Poppens: "Aye" Schmidt: "Aye" Landeen: "Aye". Motion carried.

Regular Business Item #9 on this agenda was removed by the Chair.

MOTION by Poppens and seconded by Schmidt to adjourn at 10:18 a.m. until 8:30 a.m. on October 26, 2021. Jibben: "Aye" Poppens: "Aye" Schmidt: "Aye" Landeen: "Aye". Motion carried.

Lincoln County Board of Commissioners

/s/
Tiffani Landeen, Lincoln County Chair

Attest: /s/
Shaun Feilmeier, Deputy Auditor

Approved October 26, 2021
Please publish the week of November 1, 2021.