



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
July 18, 2017**

1. **9:00 a.m. Agenda and Consent Agenda**
RE: July 11, 2017 Minutes and Summary Minutes

2. **9:05 a.m. Claims (5 min)**

3. **9:10 a.m. Human Services (35 min)**

4. **9:45 a.m. Human Resources (5 min)**

5. **9:50 a.m. Nik Kadel, Ditch Inspector (10 min)**
RE: Le Sueur - Rice Joint Ditch #38 Bids

6. **10:00 a.m. Darrell Pettis, County Engineer / Administrator**
RE: 2018 Wheelage Tax Increase Discussion
RE: Sales Tax Discussion
RE: DOC Amendment
RE: West Jefferson PSIG Grant Resolution
RE: German Jefferson State of Continuous Compliance Discussion
RE: A&P Contract

7. **11:00 a.m. Consider Bond Proposals**

8. **Commissioner Committee Reports**

9. **Future Meetings**



Le Sueur County, MN

Tuesday, July 18, 2017

Board Meeting

Item 1

9:00 a.m. Agenda and Consent Agenda

RE: July 11, 2017 Minutes and Summary Minutes

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting July 11, 2017

The Le Sueur County Board of Commissioners met in regular session on Tuesday, July 11, 2017 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfsing, Lance Wetzel, Dave Gliszinski and John King. Joe Connolly was excused. Darrell Pettis and Brent Christian were also present.

On motion by Wetzel, seconded by King and unanimously approved, the Board approved the agenda for the business of the day.

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board approved the consent agenda:

- Approved the June 27, 2017 County Board Minutes and Summary Minutes
- Approved June 2017 Transfers:
 - #1657 Transfer 6,037.52 from Road & Bridge to Ditch (various Ditch liens)
 - #1658 Transfer 23,873.10 from Human Services to Revenue (2nd Qtr Rent)
 - #1659 Transfer 3,928.00 from Agency to Revenue (June Landshark)
- Approved tobacco licenses for Little Dandy and Mac's Green Mill Bar

Brett Mason, Sheriff appeared before the Board with one item for approval.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved and authorized the Board Chair to sign an amendment for a two month extension to the contract for interim services with the City of Montgomery Police Department.

Ann Traxler, Emergency Management Director appeared before the Board with several items for approval.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved and authorized the Chair to sign an HSEM 2018-2019 RAD Grant.

Cindy Westerhouse, Human Resources Director came before the Board with several items for discussion and approval.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved to accept the resignation request from Monica Muchow, part time Correctional Officer/Dispatcher in the Sheriff's Office, effective June 27, 2017.

On motion by Wetzel, seconded by King and unanimously approved, the Board approved to advertise for a part time Correctional Officer/Dispatcher in the Sheriff's Office, as a Grade 6, Step 1 at \$17.94 per hour.

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board approved to transfer Molly Trieschman, on an interim basis, to a full time Drug Court Coordinator in Drug Court, Grade 13, Step 1 at \$26.97 per hour, effective July 11, 2017.

Darrell Pettis, County Administrator and Engineer appeared before the Board with several items for consideration and approval.

On motion by King, seconded by Wetzel and unanimously approved, the Board concurred with Waseca County's bid approval for the CSAH 3, 7 and 62 projects; SAP 40-662-003, SP 81-603-034 and SP 81-607-005 with Interstate Improvements in the amount of \$30,017.36 for Le Sueur County.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved to set August 22nd at 10:00 a.m. in the Commissioner's Room of the Le Sueur County Courthouse for a public hearing on an ATV, Golf Cart, Mini Truck Ordinance.

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board approved to set the bid opening for SAP 40-603-027 and 40-614-011 in Waterville CSAH 3 and CSAH 14 for Monday, July 24 at 1:00 p.m.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved to make a decision on a possible 2018 wheelage tax increase at the July 18th board meeting.

Nancy Domonoske introduced Shane Bugeja, the new Ag Educator with the Extension Office.

Commissioner Committee Reports:

Commissioner King attended a Waseca – Le Sueur Library Board meeting and has a Budget Committee meeting later this month.

Commissioners Wetzel and Rohlfing attended an LCDS meeting.

Commissioner Rohlfing attended a Region 9 meeting.

On motion by Gliszinski, seconded by King and unanimously approved, the following claims were approved for payment:

Warrant #	Vendor Name	Amount
45895	Advanced Correctional Healthcare Inc.	\$ 2,281.59
45897	Ahlman's	\$ 3,297.50
45898	American Engineering Testing	\$ 39,660.00
45906	Bolton & Menk Inc.	\$ 4,491.50
45909	Brock White Co. LLC	\$ 14,060.01
45917	Contech Engineered Solutions LLC	\$ 2,141.32
45930	Genesis	\$ 5,409.91
45939	Harrison Truck Centers-Parts	\$ 2,151.89
45942	Information Systems Co.	\$ 5,243.90
45953	Richard Lea	\$ 2,302.50

45954	Liberty Tire Recycling LLC	\$ 13,042.80
45973	Paragon Printing & Mailing Inc.	\$ 4,451.00
45980	Regents of the University of MN	\$ 20,247.57
45988	S.E.H. Inc.	\$ 31,400.35
45989	Selly Excavating Inc.	\$ 20,190.00
45990	SHI International Corp.	\$ 6,280.00
45994	S.M.C. Co. Inc.	\$ 5,871.72
46006	Tire Associates Inc.	\$ 2,658.36
46007	Traxler Construction Inc.	\$ 5,542.79
46018	Wenck Associates Inc.	\$ 10,001.33
46020	Widseth Smith Nolting & Assoc Inc.	\$ 6,367.85

108 Claims paid less than \$2,000.00:	\$ 39,428.15
21 Claims paid more than \$2,000.00:	\$207,093.89
129 Total all claims paid:	\$246,522.04

On motion by Wetzel, seconded by King and unanimously approved, the Board adjourned until Tuesday, July 18, 2017 at 9:00 a.m.

ATTEST: _____
Le Sueur County Administrator Le Sueur County Chairman

Summary Minutes of Le Sueur County Board of Commissioners Meeting, July 11, 2017

•This is only a summary publication per MN Statutes 375.12 and 331A.01 sub. 10. The complete minutes are on file in the Le Sueur County Administrator’s Office at 88 S Park Ave. Le Center, MN and are available at www.co.le-sueur.mn.us.

- Approved the agenda. (Wetzel-King)
- Approved the consent agenda: June 27, 2017 County Board Minutes and Summary Minutes, June 2017 Transfers: #1657 Transfer 6,037.52 from Road & Bridge to Ditch (various Ditch liens), #1658 Transfer 23,873.10 from Human Services to Revenue (2nd Qtr Rent), #1659 Transfer 3,928.00 from Agency to Revenue (June Landshark) and approved tobacco licenses for Little Dandy and Mac’s Green Mill Bar (Gliszinski-Wetzel)
- Approved an amendment for a two month extension to the contract for interim services with the City of Montgomery Police Department. (Wetzel-Gliszinski)
- Approved an HSEM 2018-2019 RAD Grant. (King-Wetzel)
- Approved the resignation request from Monica Muchow in the Sheriff’s Office. (Gliszinski-King)
- Approved to advertise for a part time Correctional Officer/Dispatcher in the Sheriff’s Office. (Wetzel-King)
- Approved to transfer Molly Trieschman on an interim basis to a full time Drug Court Coordinator in Drug Court. (Gliszinski-Wetzel)
- The Board concurred with Waseca County’s bid approval for the CSAH 3, 7 and 62 projects; SAP 40-662-003, SP 81-603-034 and SP 81-607-005 with Interstate Improvements in the amount of \$30,017.36 for Le Sueur County. (King-Wetzel)
- Approved to set August 22nd at 10:00 a.m. in the Commissioner’s Room of the Le Sueur County Courthouse for a public hearing on an ATV, Golf Cart, Mini Truck Ordinance. (Wetzel-Gliszinski)
- Approved to set the bid opening for SAP 40-603-027 and 40-614-011 in Waterville CSAH 3 and CSAH 14 for Monday, July 24 at 1:00 p.m. (Gliszinski-Wetzel)
- Approved to make a decision on a possible 2018 wheelage tax increase at the July 18th board meeting. (King-Gliszinski)
- The following claims were approved for payment: (Gliszinski-King)

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45895	Advanced Correctional Healthcare Inc.	\$ 2,281.59
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129 Total all claims paid: \$246,522.04
•The Board adjourned until Tuesday, July 18, 2017 at 9:00 a.m. (Wetzel-King)
ATTEST: Le Sueur County Administrator Le Sueur County Chairman



Le Sueur County, MN

Tuesday, July 18, 2017

Board Meeting

Item 2

9:05 a.m. Claims (5 min)

Staff Contact:



Le Sueur County, MN

Tuesday, July 18, 2017

Board Meeting

Item 3

9:10 a.m. Human Services (35 min)

Staff Contact:

**Human Services Board Agenda
July 18, 2017 @ 9:15 a.m.**

100- INFORMATION/PRESENTATIONS:

- 101 - *General Updates and Highlights*
 - 101.1 - SNAP Bonus Money \$8,278.22
 - 101.2- ICWA reimbursement for Out of Home Placement \$7,226.84
 - 101.3- Vidyo Cameras are installed in Mental Health

200- CHARTS/GRAPHS:

- 210- Finance Graphs/Report;
- 220- Income Maintenance/Child Support Graphs;
- 230- Family Services Graphs-
 - 231- Social Services Team
 - 232- Child Services Team
 - 232.1- Out Of Home Placement Report
 - 232.2- In-Home Family Therapy Report;
 - 233- Behavioral Health Team

300- BOARD APPROVAL ITEMS:

- 310 - Wings Guardianship Services, LLC Contract
- 320 - Commissioner's Warrants



Le Sueur County, MN

Tuesday, July 18, 2017

Board Meeting

Item 4

9:45 a.m. Human Resources (5 min)

Staff Contact:



Human Resources

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057
Telephone: 507-357-8517 • Fax: 507-357-8607
Cindy Westerhouse – Human Resources Director

HUMAN RESOURCES AGENDA ITEMS July 18, 2017

Recommendation to accept the resignation request from Meghan Houlihan, full time Sheriff Administrative Assistant in the Sheriff's Office, effective August 4, 2017.

Recommendation to advertise for a full time Sheriff Administrative Assistant in the Sheriff's Office, as a Grade 6, Step 1 at \$17.94 per hour.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, July 18, 2017

Board Meeting

Item 5

9:50 a.m. Nik Kadel, Ditch Inspector (10 min)

RE: Le Sueuer - Rice Joint Ditch #38 Bids

Staff Contact:



Le Sueur County, MN

Tuesday, July 18, 2017

Board Meeting

Item 6

10:00 a.m. Darrell Pettis, County Engineer / Administrator

RE: 2018 Wheelage Tax Increase Discussion

RE: Sales Tax Discussion

RE: DOC Amendment

RE: West Jefferson PSIG Grant Resolution

RE: German Jefferson State of Continuous Compliance Discussion

RE: A&P Contract

Staff Contact:



MINNESOTA TRANSPORTATION ALLIANCE

**NEW FUNDING FOR
LOCAL TRANSPORTATION
-2013-
WHEELAGE AND
SALES TAX CHANGES
FOR COUNTIES**

-The Wheelage Tax-

The wheelage tax was authorized by the legislature in 1972 for counties in the Twin Cities metropolitan area at a rate of \$5 per vehicle. The authority to use this tax was not widely embraced because the law at that time required a reduction in the general levy equivalent to the revenue generated by the wheelage tax. The tax revenue must be deposited in the county road and bridge fund and must be used for highway purposes within the meaning of Article 14 of the Minnesota Constitution.

Transportation advocates including the Minnesota Transportation Alliance have been advocating for a number of years for changes to this law including the expansion of the authority and the repeal of the requirement for a corresponding reduction in the general levy. The first change to the law did repeal that requirement. Subsequent to that change in law, additional counties passed resolutions to impose the tax so that by 2013, five of the seven counties in the Twin Cities Metropolitan Area imposed the wheelage tax at \$5 per vehicle.

Advocates continued to push for expansion of the authority to all 87 counties and a change in the rate to allow the tax to be imposed by counties at a rate up to \$20 per vehicle.

During the 2013 Legislative Session, the Transportation Alliance worked to have a bill (SF891/HF931) introduced that would provide additional revenue for highways and transit and the language included the expansion of the wheelage tax to all 87 counties and the authority to charge up to \$20 per vehicle.

The Transportation Appropriations bill that was passed into law in 2013 – Chapter 117 (Article 3, section 4) - did include the expansion of the wheelage tax authority to all 87 counties. The rate was restricted to \$10 per vehicle from January 1, 2014 through December 31, 2017 due to computer programming issues at the Department of Public Safety. After January 1, 2018, all counties will be able to charge an amount up to \$20 per vehicle annually in any increment of a whole dollar. The new tax authority applies to a registration period starting on or after January 1, 2014.

The tax applies to most vehicles, but there are exemptions from the tax. The following vehicles are exempt from the wheelage tax: motorcycles, vertical motorcycles, recreational vehicles, prorated (MN trailer), moped, contract trailer, semi trailer, trailer (farm), state owned tax exempt and tax exempt vehicles, utility trailer, street rod, pioneer, classic, collector and classic motorcycle.

The wheelage tax does apply to: passenger vehicles, pickup trucks, one ton trucks, buses, class 2 city buses, school buses, farm trucks, concrete pump/sweepers, prorated trucks, commercial zone trucks, van pools, commercial trucks and prorated foreign trucks.

A county board may provide for the collection of the wheelage tax by resolution by county officials or it may request that the tax be collected by the state registrar of motor vehicles. If the tax is made collectible by the state registrar, it needs to be certified by the county auditor to the registrar no later than August 1 in the year before the calendar year or years for which the tax is levied.

The costs for each county are determined by the total costs of the program and the number of vehicles domiciled in each of the counties. Counties that pass a resolution imposing the wheelage tax should contact:

Patricia McCormack, Director
Driver and Vehicle Services Division
Minnesota Department of Public Safety
(651) 201-7580
patricia.mccormack@state.mn.us

Ms. McCormack will set up a meeting to discuss the costs involved and the set up process.

If all 87 counties were to impose the wheelage tax at the \$10 per vehicle rate, we estimate that the tax would generate approximately \$46.8 million in the coming year. A five-cent increase in the state motor fuel tax would generate approximately \$41 million for the County State Aid Fund. Money generated through the wheelage tax does not have to be spent exclusively on the State Aid system.

Estimated Revenue of Wheelage Fee by County-2014

*Estimate based on a \$10 charge per vehicle

DISCLAIMER: These numbers are estimates by Alliance staff for planning purposes only. These estimates were derived from information from the Department of Revenue, state budget forecast and Department of Public Safety.

Aitkin	\$164,700
Anoka	\$2,719,990
Becker	\$313,980
Beltrami	\$342,960
Benton	\$316,240
Big Stone	\$59,830
Blue Earth	\$501,850
Brown	\$284,280
Carlton	\$318,880
Carver	\$734,360
Cass	\$257,940
Chippewa	\$126,450
Chisago	\$538,090
Clay	\$464,070
Clearwater	\$95,220
Cook	\$52,780
Cottonwood	\$122,670
Crow Wing	\$602,430
Dakota	\$3,347,760
Dodge	\$193,600
Douglas	\$360,420
Faribault	\$163,840
Fillmore	\$234,500
Freeborn	\$288,100
Goodhue	\$462,830
Grant	\$73,430

Hennepin	\$8,923,970
Houston	\$196,110
Hubbard	\$190,350
Isanti	\$334,640
Itasca	\$422,630
Jackson	\$108,470
Kanabec	\$147,070
Kandiyohi	\$398,240
Kittson	\$54,560
Koochiching	\$130,110
Lac Qui Parle	\$80,960
Lake	\$108,410
Lake of the Woods	\$44,510
Le Sueur	\$309,940
Lincoln	\$67,610
Lyon	\$244,960
Mahnomen	\$40,540
Marshall	\$114,420
Martin	\$191,820
McLeod	\$356,820
Meeker	\$222,820
Mille Lacs	\$280,420
Morrison	\$344,080
Mower	\$353,010
Murray	\$101,770
Nicollet	\$259,500
Nobles	\$204,820
Norman	\$75,420
Olmsted	\$1,200,540
Otter Tail	\$568,650

Pennington	-\$136,350
Pine	-\$272,900
Pipestone	-\$106,680
Polk	-\$300,800
Pope	-\$114,910
Ramsey	-\$3,801,960
Red Lake	-\$47,440
Redwood	-\$172,220
Renville	-\$173,530
Rice	-\$530,690
Rock	-\$93,880
Roseau	-\$170,200
Scott	-\$1,048,040
Sherburne	-\$778,690
Sibley	-\$147,080
St. Louis	-\$1,687,700
Stearns	-\$1,336,410
Steele	-\$336,200
Stevens	-\$93,660
Swift	-\$112,970
Todd	-\$230,360
Traverse	-\$41,160
Wabasha	-\$236,900
Wadena	-\$150,790
Waseca	-\$181,440
Washington	-\$2,027,890
Watonwan	-\$113,440
Wilkin	-\$75,960
Winona	-\$390,190
Wright	-\$1,119,590
Yellow Medicine	-\$114,420

-The Local Option Sales Tax-

The authority for a Local Option Sales tax for Transportation was enacted as part of the comprehensive transportation funding bill passed in 2008 – Chapter 152.

Local sales tax authority included in Chapter 152 allowed the seven counties in the Twin Cities Metropolitan Area to impose a ¼ cent local sales tax for transit purposes. Five of the seven counties in the Metropolitan Area have formed a joint powers board – the Counties Transit Improvement Board (CTIB) and have been levying this tax to fund transit projects.

For counties outside of the metropolitan transportation area, a single county or group of counties acting under a joint powers agreement, may impose a local sales tax of up to ½ of one percent and an excise tax of \$20 per motor vehicle. Motor vehicles are not included in the taxable sales that the increased sales tax would apply to so the \$20 per vehicle fee is imposed instead of increasing the sales tax rate on those vehicles.

The Minnesota Transportation Alliance supported removing the referendum requirement for imposition of the local option sales tax outside of the metropolitan transportation area and included this language in SF891/HF931 that was introduced during the 2013 Session.

Under the law passed in 2008, the local sales tax and excise tax authorized outside of the metropolitan transportation area were subject to approval of the voters in each county at a general election. The Transportation Appropriations bill passed in 2013 – Chapter 117 – removed the requirement for holding a referendum in order to impose the tax. Now the tax may be imposed by resolution of the county board or boards following a public hearing.

According to the new language passed in 2013, the proceeds of the tax must be dedicated exclusively to:

- 1) **Payment of the capital cost of a specific transportation project or improvement;**
- 2) **Payment of the costs, which may include both capital and operating costs, of a specific transit project or improvement;**
- 3) **Payment of the capital costs of a safe routes to school program under section 174.40; or**
- 4) **Payment of transit operating costs.**

The transportation or transit project or improvement must be designated by the board of the county or more than one county acting under a joint powers board. Except for taxes for operating costs of a transit project or improvement, or for transit operations, the taxes must terminate when revenues raised are sufficient to finance the project.

The new language was made effective the day following final enactment of the law.

The administration, collection, and enforcement provisions in Minnesota Statutes section 297A.99, subdivisions 4 and 6 to 12, apply to all taxes imposed under this section.

MS 291A.99, Subdivision 12 states that a political subdivision may impose a tax under this section starting only on the first day of a calendar quarter. A political subdivision may repeal a tax under this section stopping only on the last day of a calendar quarter.

(b) The political subdivision shall notify the commissioner of revenue at least 90 days before imposing, changing the rate of, or repealing a tax under this section.

(c) The political subdivision shall change the rate of tax imposed under this section starting only on the first day of a calendar quarter, and only after the commissioner has notified sellers at least 60 days prior to the change.

(d) The political subdivision shall apply the rate change for sales tax imposed under this section to purchases from printed catalogs, wherein the purchaser computed the tax based upon local tax rates published in the catalog, starting only on the first day of a calendar quarter, and only after the commissioner has notified sellers at least 120 days prior to the change.

(e) The political subdivision shall apply local jurisdiction boundary changes to taxes imposed under this section starting only on the first day of a calendar quarter, and only after the commissioner has notified sellers at least 60 days prior to the change.

The project must serve a transportation purpose but the language does not specifically require the funding to be used for roadways or bridges. A building that served a transportation purpose would qualify. Bus purchases would not qualify but bus facilities would fall into the category of transit capital.

The 80 counties outside of the Twin Cities Metropolitan Area could generate over \$145 million in new revenue for transportation with the imposition of a ½ cent local sales tax in each county.

Estimated New Revenue of 1/2 Cent Local Option Sales Tax by County

DISCLAIMER: These numbers are estimates by Alliance staff for planning purposes only. These estimates were derived from information from the Department of Revenue, state budget forecast and Department of Public Safety.

County	2014 Projection	2015 Forecast	2016 Forecast	2017 Forecast
Aitkin	\$710,657	\$732,862	\$755,550	\$775,928
Becker	\$1,965,684	\$2,027,104	\$2,089,860	\$2,146,225
Beltrami	\$2,958,212	\$3,050,643	\$3,145,087	\$3,229,912
Benton	\$2,270,491	\$2,341,434	\$2,413,921	\$2,479,026
Big Stone	\$155,042	\$159,886	\$164,836	\$169,281
Blue Earth	\$7,431,952	\$7,664,169	\$7,901,441	\$8,114,547
Brown	\$1,595,238	\$1,645,083	\$1,696,012	\$1,741,755
Carlton	\$1,492,892	\$1,539,538	\$1,587,200	\$1,630,008
Cass	\$1,335,145	\$1,376,863	\$1,419,489	\$1,457,773

County	2014 Projection	2015 Forecast	2016 Forecast	2017 Forecast
Chippewa	\$847,913	\$874,406	\$901,477	\$925,790
Chisago	\$1,501,782	\$1,548,706	\$1,596,652	\$1,639,715
Clay	\$2,697,808	\$2,782,103	\$2,868,233	\$2,945,591
Clearwater	\$238,281	\$245,726	\$253,334	\$260,166
Cook	\$640,149	\$660,151	\$680,589	\$698,945
Cottonwood	\$447,554	\$461,538	\$475,827	\$488,660
Crow Wing	\$5,565,039	\$5,738,923	\$5,916,592	\$6,076,166
Dodge	\$528,401	\$544,912	\$561,781	\$576,933
Douglas	\$3,350,872	\$3,455,572	\$3,562,552	\$3,658,636
Faribault	\$676,335	\$697,468	\$719,061	\$738,454
Fillmore	\$855,791	\$882,531	\$909,853	\$934,392
Freeborn	\$1,852,329	\$1,910,206	\$1,969,343	\$2,022,458
Goodhue	\$2,169,556	\$2,237,345	\$2,306,610	\$2,368,821
Grant	\$199,030	\$205,248	\$211,603	\$217,310
Houston	\$476,945	\$491,848	\$507,075	\$520,751
Hubbard	\$971,549	\$1,001,906	\$1,032,924	\$1,060,782
Isanti	\$2,185,815	\$2,254,112	\$2,323,896	\$2,386,573
Itasca	\$2,621,603	\$2,703,517	\$2,787,214	\$2,862,387
Jackson	\$421,983	\$435,168	\$448,641	\$460,741
Kanabec	\$403,520	\$416,128	\$429,011	\$440,582
Kandiyohi	\$3,707,096	\$3,822,927	\$3,941,280	\$4,047,578
Kittson	\$153,307	\$158,097	\$162,991	\$167,387
Koochiching	\$843,868	\$870,235	\$897,177	\$921,374
Lac Qui Parle	\$228,715	\$235,862	\$243,163	\$249,722
Lake	\$1,034,945	\$1,067,282	\$1,100,324	\$1,130,000
Lake of the Woods	\$367,650	\$379,137	\$390,875	\$401,417
Le Sueur	\$686,151	\$707,590	\$729,496	\$749,171
Lincoln	\$217,901	\$224,709	\$231,666	\$237,914
Lyon	\$3,012,592	\$3,106,723	\$3,202,903	\$3,289,287
Mahnomen	\$333,651	\$344,077	\$354,729	\$364,296
Marshall	\$272,753	\$281,276	\$289,983	\$297,804
Martin	\$999,047	\$1,030,263	\$1,062,158	\$1,090,805
McLeod	\$2,189,550	\$2,257,964	\$2,327,867	\$2,390,651
Meeker	\$960,449	\$990,459	\$1,021,122	\$1,048,663
Mille Lacs	\$956,073	\$985,946	\$1,016,469	\$1,043,884
Morrison	\$1,278,816	\$1,318,773	\$1,359,600	\$1,396,270

County	2014 Projection	2015 Forecast	2016 Forecast	2017 Forecast
Mower	\$1,645,381	\$1,696,792	\$1,749,322	\$1,796,502
Murray	\$297,729	\$307,031	\$316,537	\$325,074
Nicollet	\$1,210,139	\$1,247,950	\$1,286,585	\$1,321,285
Nobles	\$1,243,448	\$1,282,300	\$1,321,999	\$1,357,654
Norman	\$231,206	\$238,430	\$245,812	\$252,441
Olmsted	\$12,370,865	\$12,757,402	\$13,152,353	\$13,507,079
Otter Tail	\$4,250,850	\$4,383,671	\$4,519,383	\$4,641,274
Pennington	\$1,013,325	\$1,044,987	\$1,077,339	\$1,106,395
Pine	\$987,294	\$1,018,142	\$1,049,663	\$1,077,973
Pipestone	\$419,038	\$432,131	\$445,509	\$457,525
Polk	\$1,417,451	\$1,461,740	\$1,506,994	\$1,547,638
Pope	\$381,071	\$392,978	\$405,144	\$416,071
Red Lake	\$147,392	\$151,998	\$156,703	\$160,930
Redwood	\$944,642	\$974,159	\$1,004,317	\$1,031,404
Renville	\$539,592	\$556,452	\$573,679	\$589,152
Rice	\$2,710,126	\$2,794,806	\$2,881,329	\$2,959,040
Rock	\$319,699	\$329,688	\$339,895	\$349,062
Roseau	\$725,808	\$748,486	\$771,658	\$792,470
Sherburne	\$3,830,620	\$3,950,311	\$4,072,607	\$4,182,447
Sibley	\$301,989	\$311,425	\$321,066	\$329,725
St. Louis	\$16,190,061	\$16,695,932	\$17,212,814	\$17,677,054
Stearns	\$11,560,101	\$11,921,305	\$12,290,372	\$12,621,850
Steele	\$2,869,528	\$2,959,188	\$3,050,801	\$3,133,082
Stevens	\$616,754	\$636,025	\$655,715	\$673,400
Swift	\$457,405	\$471,697	\$486,300	\$499,416
Todd	\$505,402	\$521,194	\$537,329	\$551,821
Traverse	\$119,427	\$123,159	\$126,972	\$130,396
Wabasha	\$644,005	\$664,128	\$684,688	\$703,154
Wadena	\$796,674	\$821,566	\$847,001	\$869,845
Waseca	\$698,379	\$720,201	\$742,497	\$762,523
Watonwan	\$410,464	\$423,290	\$436,394	\$448,164
Wilkin	\$139,622	\$143,984	\$148,442	\$152,446
Winona	\$2,738,739	\$2,824,313	\$2,911,749	\$2,990,281
Wright	\$6,548,722	\$6,753,342	\$6,962,416	\$7,150,196
Yellow Medicine	\$355,330	\$366,432	\$377,776	\$387,965

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525 Park St. Ste. 240

St. Paul, MN 55103-2186

[facebook.com/transportationalliance](https://www.facebook.com/transportationalliance) [twitter: @TransAlliance](https://twitter.com/TransAlliance)



163.051 COUNTY WHEELAGE TAX.

Subdivision 1. **Tax authorized.** (a) Except as provided in paragraph (c), the board of commissioners of each county is authorized to levy by resolution a wheelage tax at the rate specified in paragraph (b), on each motor vehicle that is kept in such county when not in operation and that is subject to annual registration and taxation under chapter 168. The board may provide by resolution for collection of the wheelage tax by county officials or it may request that the tax be collected by the state registrar of motor vehicles. The state registrar of motor vehicles shall collect such tax on behalf of the county if requested, as provided in subdivision 2.

(b) The wheelage tax under this section is at the rate of:

(1) from January 1, 2014, through December 31, 2017, \$10 per year for each county that authorizes the tax; and

(2) on and after January 1, 2018, up to \$20 per year, in any increment of a whole dollar, as specified by each county that authorizes the tax.

(c) The following vehicles are exempt from the wheelage tax:

(1) motorcycles, as defined in section 169.011, subdivision 44;

(2) motorized bicycles, as defined in section 169.011, subdivision 45; and

(3) motorized foot scooters, as defined in section 169.011, subdivision 46.

(d) For any county that authorized the tax prior to May 24, 2013, the wheelage tax continues at the rate provided under paragraph (b).

Subd. 2. **Collection by registrar of motor vehicles.** The wheelage tax levied by any county, if made collectible by the state registrar of motor vehicles, shall be certified by the county auditor to the registrar not later than August 1 in the year before the calendar year or years for which the tax is levied, and the registrar shall collect such tax with the motor vehicle taxes on the affected vehicles for such year or years. Every owner and every operator of such a motor vehicle shall furnish to the registrar all information requested by the registrar. No state motor vehicle tax on any such motor vehicle for any such year shall be received or deemed paid unless the applicable wheelage tax is paid therewith.

Subd. 2a. **Tax proceeds deposited; costs of collection; appropriation.** Notwithstanding the provisions of any other law, the state registrar of motor vehicles shall deposit the proceeds of the wheelage tax imposed by subdivision 2, to the credit of the county wheelage tax account of each county. The amount necessary to pay the costs of collection of said tax is appropriated from the county wheelage tax account of each county to the state registrar of motor vehicles.

Subd. 3. **Distribution to county; appropriation.** On a monthly basis, the registrar of motor vehicles shall issue a warrant in favor of the treasurer of each county for which the registrar has collected a wheelage tax in the amount of such tax then on hand in the county wheelage tax account. There is hereby appropriated from the county wheelage tax account each year, to each county entitled to payments authorized by this section, sufficient moneys to make such payments.

Subd. 4. **Use of tax.** The treasurer of each county receiving payments under subdivision 3 shall deposit such payments in the county road and bridge fund. The moneys shall be used for purposes authorized by law which are highway purposes within the meaning of the Minnesota Constitution, article 14.

Subd. 5. [Repealed, 2008 c 154 art 2 s 33]

Subd. 6. [Repealed by amendment, 2013 c 117 art 3 s 4]

Subd. 7. **Offenses; penalties; application of other laws.** (a) Any owner or operator of a motor vehicle who willfully gives any false information relative to the tax authorized by this section to the registrar of motor vehicles or any county, or who willfully fails or refuses to furnish any such information, is guilty of a misdemeanor.

(b) Except as otherwise provided in this section, the collection and payment of a wheelage tax and all matters relating thereto are subject to all provisions of law relating to collection and payment of motor vehicle taxes so far as applicable.

History: 1971 c 830 s 11; Ex1971 c 48 s 12; 1973 c 492 s 14; 1973 c 551 s 1,2; 1976 c 2 s 172; 1986 c 444; 2003 c 112 art 2 s 50; 2008 c 350 art 1 s 4; 2008 c 366 art 9 s 1; 2009 c 101 art 2 s 109; 2013 c 117 art 3 s 4

RESOLUTION AUTHORIZING IMPOSITION OF WHEELAGE TAX

WHEREAS, Le Sueur County's transportation infrastructure forms the backbone of the county's economy and has a direct impact on future economic development; and

WHEREAS, too many motorists and pedestrians are being killed in traffic crashes on dangerous roadways, diminishing our citizens' quality of life; and

WHEREAS, funding for highway and transit systems in Minnesota has remained stagnant and is failing to keep pace with growing population and growing demands including increased freight shipments; and

WHEREAS, local governments throughout the state are struggling to maintain local transportation systems while state funding has not kept up with the needs on the State Aid system;

WHEREAS, Minn. Stat. 163.051, Section 4, provides, in part, that the board of commissioners of each county is authorized to levy a wheelage tax on each motor vehicle which is kept in such county when not in operation and which is subject to annual registration and taxation under Chap. 168 at a rate of \$10 per vehicle through 2017 and up to \$20 per vehicle in 2018 and beyond; and

WHEREAS, Minn. Stat. 163.051 further provides that the board may provide by resolution for collection of the wheelage tax by county officials or it may request that the tax be collected by the state registrar of motor vehicles, and the state registrar of motor vehicles shall collect such tax on behalf of the county if requested; and

Whereas, Minn. Stat. 163.051, Section 4, Subd. 2, provides, in part, that the wheelage tax levied by any county, if made collectible by the state registrar of motor vehicles, shall be certified by the county auditor to the registrar not later than August 1 in the year before the calendar year or years for which the tax is levied, and the registrar shall collect such tax with the motor vehicle taxes on the affected vehicles for such year or years; and

WHEREAS, Minn. Stat. 163.051, Section 4, Subd. 4, provides that the treasurer of each county receiving proceeds from the wheelage tax is to deposit such proceeds in the county road and bridge fund, which moneys shall be used for purposes authorized by law which are highway purposes within the meaning of the Minnesota Constitution, article 14; and

WHEREAS, the Le Sueur County Board of Commissioners desires to implement such a wheelage tax and have the state registrar of motor vehicles collect the same; and

WHEREAS, the proceeds of such a wheelage tax would be used to help improve the quality of the county road system;

NOW, THEREFORE, BE IT RESOLVED, THAT THE Le Sueur County Board of Commissioners authorize and impose a wheelage tax as provided for in Minn. Stat. 163.051 of \$XX.XX for the year 2018 and each subsequent year thereafter, subject to levy limits and

other factors, on each motor vehicle which is kept in Le Sueur County when not in operation and which is subject to taxation and registration under Chapter 168.

BE IT FURTHER RESOLVED that the county requests the state registrar of motor vehicles to collect the wheelage tax on behalf of the county.

297A.993 GREATER MINNESOTA TRANSPORTATION SALES AND USE TAX.

Subdivision 1. **Authorization; rates.** Notwithstanding section 297A.99, subdivisions 1, 2, 3, 5, and 13, or 477A.016, or any other law, the board of a county outside the metropolitan transportation area, as defined under section 297A.992, subdivision 1, or more than one county outside the metropolitan transportation area acting under a joint powers agreement, may by resolution of the county board, or each of the county boards, following a public hearing impose (1) a transportation sales tax at a rate of up to one-half of one percent on retail sales and uses taxable under this chapter, and (2) an excise tax of \$20 per motor vehicle, as defined in section 297B.01, subdivision 11, purchased or acquired from any person engaged in the business of selling motor vehicles at retail, occurring within the jurisdiction of the taxing authority.

Subd. 2. **Allocation; termination.** The proceeds of the taxes must be dedicated exclusively to: (1) payment of the capital cost of a specific transportation project or improvement; (2) payment of the costs, which may include both capital and operating costs, of a specific transit project or improvement; (3) payment of the capital costs of a safe routes to school program under section 174.40; or (4) payment of transit operating costs. The transportation or transit project or improvement must be designated by the board of the county, or more than one county acting under a joint powers agreement. Except for taxes for operating costs of a transit project or improvement, or for transit operations, the taxes must terminate when revenues raised are sufficient to finance the project.

Subd. 3. **Administration, collection, enforcement.** The administration, collection, and enforcement provisions in section 297A.99, subdivisions 4 and 6 to 12, apply to all taxes imposed under this section.

History: 2008 c 152 art 4 s 3; 2009 c 88 art 8 s 4; 2013 c 117 art 3 s 25,26

AMENDMENT NO. 1 TO 122652

Contract Start Date:	<u>07/01/17</u>	Total Contract Amount:	<u>\$65,797.88</u>
Original Contract Expiration Date:	<u>06/30/19</u>	Original Contract:	<u>\$131,595.75</u>
Current Contract Expiration Date:	<u>n/a</u>	Previous Amendment(s) Total:	<u>\$ n/a</u>
Requested Contract Expiration Date:	<u>n/a</u>	This Amendment:	<u>-\$65,797.87</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Corrections, Sentencing to Service Program, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108 ("State") and LeSueur County, Darrel Pettis, 88 South Park Ave, LeCenter, MN 56057 ("Purchaser").

Recitals

1. The State has a contract with the Contractor identified as LeSueur ("Original Contract") to provide 0.5 crew leader(s) who will supervise up to 10 offenders each approximately 40 hours per week, including the hours crew leaders spend for daily preparation and communication.
2. This Contract is being amended to correct values that were stated in error.
3. The State and the Contractor are willing to amend the Original Contract as stated below. Deletions are ~~struck through~~ and additions underlined.

Contract Amendment

REVISION 1.

2 State's Duties

The State will:

- 2.1 Provide ~~1~~.05 crew leader(s) who will supervise up to 10 offenders each approximately 40 hours per week, including the hour's crew leaders spend for daily preparation and communication.

4 Payment

The Purchaser will pay the State for all services performed by the State under this contract as follows:

- 4.1 The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is not to exceed ~~\$131,595.76~~ \$65,797.88 as its share of the cost of providing a crew leader and placing the work crews into service on the STS program during the term of this agreement. The Purchaser's share of the crew leader includes time scheduled for training, vacation, sick leave and holidays based on DOC Division Directive 205.116* and the terms and condition of the AFSCME bargaining agreement.

*A copy of DOC Division Directive 205.116, "Sentencing to Service and Institution Community Work Crew Staff, Selection, Training and Activity" can be obtain through the DOC electronic policy manual at <http://www.doc.state.mn.us/DOcpolicy2/Document/205.116.htm> or by contacting the (State's/DOC's) Authorized Representative.

- 4.2 Terms of payment: Payment shall be made by the Purchaser to the State as follows:

4.3

Payment Amt	Pay on or before
\$31,940.72 <u>\$15,970.36</u>	Before any work had begun (July 1, 2017)
\$31,940.72 <u>\$15,970.36</u>	On January 1, 2018

Rev. 10/08

~~\$33,857.16~~ \$16,928.58

On July 1, 2018

~~\$33,857.16~~ \$16,928.58

On January 1, 2019

Payment will be made no later than the 23rd day following the last day of the billing period.

The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is not to exceed ~~\$131,595.76~~ \$65,797.88.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. PURCHASER

The Purchaser certifies that the appropriate person(s) have executed the contract on behalf of the Purchaser as required by applicable articles, bylaws, resolutions, or ordinances.

By
Darrell Pettis
Date

By
Title
Date

By
Title
Date

By
Title
Date

2. STATE AGENCY (With delegated authority)

3. Commissioner of Administration (As delegated to Materials Management Division)

By
Ron Solheid
Deputy Commissioner
Date

By
Title
Date



CONTRACT REVIEW

TO: TRACY GERASCH

ADMIN ID: 50266
REVIEW #: 100738
EVENT ID:

Date Received: 5/24/2017
Review Date: 6/2/2017

MMD Reviewer: SEF
Status: APPROVED
Level:

Enter Dollar Amount: \$131,595.75

- Approved by Agency Delegated Authority
- Contingent Review (Subject to Changes)

Enter Effective Date: 7/1/2017
Enter Expiration Date: 6/30/2019

SWIFT: 122652

Rush:

Alt #:

16A/16C Violations:

For Master Contracts:

Dept: CORRECTIONS

- 16A
- 16C

Work Order #

Vendor: LESUEUR COUNTY

Master T#

Group: INCOME

Reasoning:

Comments:

ADMIN ID: 50266

STATE OF MINNESOTA INCOME CONTRACT

This contract is between the State of Minnesota, acting through its commissioner of corrections, Field Services Unit, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108 ("State") and LeSueur County, Darrell Pettis, 88 South Park Ave, LeCenter, MN, 56057 ("Purchaser").

Recitals

1. Under Minn. Stat. § 241.278 the State is empowered to enter into income contracts.
2. The Purchaser is in need of a Sentencing to Service (STS) program for non-dangerous offenders ordered to perform community work service.
3. The State represents that it is duly qualified and agrees to provide the services described in this contract.

Contract

1 Term of Contract

- 1.1 **Effective date:** July 1, 2017, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 State's Duties

The State will:

- 2.1 Provide 1 crew leader(s) who will supervise up to 10 offenders each approximately 40 hours per week, including the hour's crew leaders spend for daily preparation and communication.
- 2.2 Submit reports to Purchaser within 60 days of the end of each quarter, which shall include the following information:
 - a. Total number of offenders served
 - b. Total number of offenders completing STS obligation
 - c. Number of offenders exiting prematurely
 - d. Total number of hours worked by STS offenders
 - e. Dollar benefit of STS labor at \$7.00 per hour and estimated market value of projects completed
 - f. Description of work completed
- 2.3 Divide the work of offender crews proportionate to funding participation between States's referred projects and Purchaser's referred projects, some of which may be performed outside the Purchaser's jurisdiction.
- 2.4 Train each work crew in safety principles and techniques relevant to the work being done.
- 2.5 Screen projects to ensure that they meet STS guidelines.

3 Purchaser's Duties

- 3.1 It is the Purchaser's responsibility to certify in writing to the appropriate bargaining agent that the work performed by offenders will not result in the displacement of current employees or seasonal workers to include reduction in hours, wages, or other employment benefits for all Purchaser's referred projects.
- 3.2 Obtain all necessary permits or licenses or special authority for all Purchaser's referred projects.

4 Payment

The Purchaser will pay the State for all services performed by the State under this contract as follows:

4.1 The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is not to exceed \$131,595.75 as its share of the cost of providing a crew leader and placing the work crews into service on the STS program during the term of this agreement. The Purchaser's share of the crew leader includes time scheduled for training, vacation, sick leave and holidays based on DOC Division Directive 205.116* and the terms and condition of the AFSCME bargaining agreement.

*A copy of DOC Division Directive 205.116, "Sentencing to Service and Institution Community Work Crew Staff, Selection, Training and Activity" can be obtain through the DOC electronic policy manual at <http://www.doc.state.mn.us/DOcpolicy2/Document/205.116.htm> or by contacting the (State's/DOC's) Authorized Representative.

4.2 Terms of payment: Payment shall be made by the Purchaser to the State as follows:

Payment Amt	Pay on or before
\$31,940.72	Before any work had begun (July 1, 2017)
\$31,940.72	On January 1, 2018
\$33,857.16	On July 1, 2018
\$33,857.16	On January 1, 2019

Payment will be made no later than the 23rd day following the last day of the billing period.

The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is not to exceed \$131,595.75

5 Authorized Representatives

<p>The State's Authorized Representative is: (or his/her successor) Brian Collins District Supervisor 608 Main Street Red Wing, MN 55066 brian.collins@state.mn.us</p>

<p>The Purchaser's Authorized Representative is: (or his/her successor) LeSueur County Darrell Pettis 88 South Park Ave LeCenter, MN, 56057 dpettis@co.le-sueur.mn.us</p>
--

6 Amendments, Waiver, and Contract Complete

- 6.1 **Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 6.2 **Waiver.** If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.
- 6.3 **Contract Complete.** This contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

7 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8 Government Data Practices

The Purchaser must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Purchaser or the State.

If the Purchaser receives a request to release the data referred to in this Clause, the Purchaser will work with the State to determine what data should be released to the requesting party.

9 Publicity

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the State's Authorized Representative.

10 Audit

Under Minn. Stat. § 16C.05, subd. 5, the Purchaser's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

11 Governing Law, Jurisdiction, and Venue

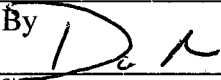
Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12 Termination

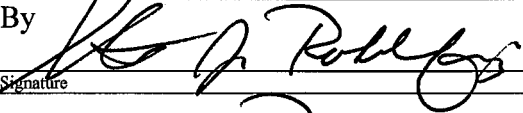
Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

1. PURCHASER

The Purchaser certifies that the appropriate person(s) have executed the contract on behalf of the Purchaser as required by applicable articles, bylaws, resolutions, or ordinances.

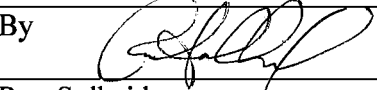
By 
Signature
Darrell Pettis
Print Name
Title: <i>ADMINISTRATOR</i>
Date: <i>4/18/17</i>

By
Signature
Print Name
Title:
Date:

By 
Signature
Steve Rohlfing
Print Name
Title: <i>Board Chair</i>
Date: <i>4/18/17</i>

By
Signature
Print Name
Title:
Date:

2. STATE AGENCY (With delegated authority)

By 
Ron Solheid
Deputy Commissioner
Date

3. COMMISSIONER OF ADMINISTRATION (As delegated to Materials Management Division)

By <i>Sara Freedman</i>
Date <i>6-2-17</i>

50066

MINNESOTA PUBLIC FACILITIES AUTHORITY
Point Source Implementation Grant Program
Form 5 – Compliance with Laws, Rules and Regulations

Point Source Implementation grantees are required to comply and ensure their contractor(s) comply with certain state laws, rules and regulations including but not limited to those described below which will be invoked as a condition of the grant.

1. Minnesota Statutes, Section 16B.31, subdivision 2 requires that all project funding be in place prior to execution of grant agreement.
2. Minnesota Statutes, Section 471.345 Uniform Municipal Contracting Law.
3. Minnesota Statutes, Section 574.26 to 574.32, the Public Contractors' Performance and Payment Bond Act, as applicable.
4. Minnesota Statutes, Chapter 16C.285, as amended. Responsible Contractor Requirements. Solicitation documents must include the specified language for contracts
5. Minnesota Statutes, Chapter 16A.695, State Bond Financed Property.
6. Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act.
7. Minnesota Statutes, Section 181.59, discrimination on account of race, creed, or color prohibited in contracts. Minnesota Statutes, Section 363A.08 prohibits unfair discrimination practices related to employment or unfair employment practices.
8. Minnesota Statutes Chapter 363 Minnesota Human Rights Act. Requires that all public services be operated in such a manner that does not discriminate against any person in the access to, admission to, full utilization of or benefit from such public service.
9. The recipient's Minnesota Pollution Control Agency permit construction schedule submissions. Submissions may include as-built plans and specifications, revised operation and maintenance manual or a certification of completion. Refer to the MPCA permit and construction schedule.
10. Minnesota Statutes Section 16A.633, subdivision 4, Report on Jobs Created or Retained.
11. Minnesota Statutes sections 176.181 - 176.182 - Requires recipients and subcontractors to have worker's compensation insurance coverage.
12. Minnesota Statutes 177.41 - 177.43 Prevailing Wage Rate Law. Requires that contractors pay laborers and mechanics prevailing wages established by the Minnesota Department of Labor and Industry for public works projects. The Grantee will ensure that the proper state prevailing wages and required contract conditions are included in bidding documents and in construction contracts.

- 13. Minnesota Statutes, Section 16B.31, subdivision 2 requires that all project funding be in place prior to execution of grant agreement.
- 14. Minnesota Statutes 290.9705. Requires that 8 percent of payments made to out-of-state contractors be withheld once cumulative payments made to the contractor for work done in Minnesota exceed \$50,000 in a calendar year, unless an exemption is granted by the Department of Revenue.
- 15. Laws of Minnesota 2010 Chapter 361, article 3, section 5(b). Clean Water Fund sign posting requirements.

The LeSueur County certifies that it has or will comply with the above requirements
(Name of Grantee)

(Signature of Authorized Official)

Date

(If digital signature is not available, print, sign and return signed form with application)

MINNESOTA PUBLIC FACILITIES AUTHORITY

Point Source Implementation Grant

Form 7

RESOLUTION AUTHORIZING THE LESUEUR COUNTY TO SUBMIT A POINT SOURCE IMPLEMENTATION GRANT APPLICATION TO THE MINNESOTA PUBLIC FACILITIES AUTHORITY (PFA) AND TO AUTHORIZE CITY OFFICIALS TO EXECUTE A GRANT APPLICATION ON BEHALF OF THE LESUEUR COUNTY FOR THE WASTEWATER TREATMENT IMPROVEMENT PROJECT.

WHEREAS, the Point Source Implementation Program, established in Minnesota Statutes 446A.073, as amended provides funds for construction projects; and

WHEREAS the LeSueur County is hereby applying to the Minnesota Public Facilities Authority for funds to be used for eligible costs for the wastewater treatment improvement project.

BE IT RESOLVED that the LeSueur County has the legal authority to apply for the grant, and the financial, technical, and managerial capacity to ensure proper construction, operation and maintenance of the project for its design life.

BE IT FURTHER RESOLVED, that upon approval of its application by the PFA, LeSueur County may enter into an agreement with the PFA for the above referenced project, and that LeSueur County certifies that it will comply with all applicable laws and regulations as stated in all contract agreements described in the Compliance listing of the grant application.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the County Board Chairperson and the County Administrator, or their successors in office, are hereby authorized to execute such agreements, and amendments thereto, as are necessary to implement the above project on behalf of LeSueur County.

I CERTIFY THAT the above resolution was adopted by the County Board of LeSueur County on _____, 2017.

SIGNED:

WITNESSED:

Date: _____

Date: _____

SEAL



Le Sueur County, MN

Tuesday, July 18, 2017

Board Meeting

Item 7

11:00 a.m. Consider Bond Proposals

Staff Contact:

**CERTIFICATION OF MINUTES RELATING TO
\$2,565,000 GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS,
SERIES 2017A**

Issuer: Le Sueur County, Minnesota

Governing Body: Board of County Commissioners

Kind, date, time and place of meeting: A regular meeting held on July 18, 2017, at 9:30 a.m., at the County Offices in Le Center, Minnesota.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (including):

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ISSUANCE, AWARDED SALE,
PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE
PAYMENT OF \$2,565,000 GENERAL OBLIGATION CAPITAL
IMPROVEMENT PLAN BONDS, SERIES 2017A

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 July ____, 2017.

County Auditor-Treasurer

It was reported that [_____] ([_]) sealed proposals for the purchase of the Bonds were received prior to 12:00 noon on July 17, 2017, 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 NO. _____

RESOLUTION AUTHORIZING ISSUANCE, AWARDED SALE, PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE PAYMENT OF \$2,565,000 GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS, SERIES 2017A

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

SECTION 1. AUTHORIZATION AND SALE.

1.01. Authorization. On June 9, 2017, this Board held a public hearing on the adoption of its Capital Improvement Plan (the "Plan") and the question of issuing General Obligation Capital Improvement Plan Bonds pursuant to Minnesota Statutes, Section 373.40 in an amount not to exceed \$2,565,000 for the purpose of financing capital projects including construction of a new County highway maintenance shop and the construction of a new justice center (collectively, the "Project"), 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 Plan or issuing the Bonds was filed within 30 days of June 9, 2017. By resolution duly adopted on June 20, 2017, this Board authorized the issuance, and called for the sale on the date hereof, of its General Obligation Capital Improvement Plan Bonds, Series 2017A (the Bonds) to finance the Project, pursuant to Minnesota Statutes, Section 373.40 and Chapter 475.

The maximum principal and interest to become due in any year on the Bonds and all other bonds issued by the County under Minnesota Statutes, Section 373.40 (consisting of all or a portion of the County's 2006A, 2007A, 2008A, 2011A and 2016A Bonds Series 2014A Bonds) (\$[____]) is less than 0.12 percent (\$4,777,707) of the estimated market value of property in the County (approximately \$3,981,422,600). This Board hereby finds that the Bonds may be issued without an election pursuant to Minnesota Statutes, Section 373.40, subdivision 2.

1.02. Sale. Pursuant to the Terms of Proposal and the Preliminary Official Statement, dated July 6, 2017, prepared on behalf of the County by Ehlers & Associates, Inc., financial consultants to the County, sealed or electronic 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 issued in the principal amount of \$[____] at a price of \$[____], plus accrued interest, if any, on all Bonds to the day of delivery and payment, on the further terms and conditions hereinafter set forth.

1.03. Award. The sale of the Bonds is hereby awarded to the Purchaser, and the Chairperson and County Auditor-Treasurer are hereby authorized and directed to execute a contract on behalf of the County for the sale of the Bonds in accordance with the Official Statement. 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 August 15, 2017, 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 or duly called for redemption at the annual rates set forth opposite such years and amounts, as follows:

<u>Maturity</u>	<u>Principal Amount</u>	<u>Rate</u>	<u>Maturity</u>	<u>Principal Amount</u>	<u>Rate</u>
2019	\$	%	2024	\$	%
2020			2025		
2021			2026		
2022			2027		
2023			2028		

[REVISE MATURITY SCHEDULE FOR 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, 2018, 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 2026 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, 2025, and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The County Auditor-Treasurer 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:

<u>Term Bonds Maturing in 20__</u>		<u>Term Bonds Maturing in 20__</u>	
<u>Sinking Fund</u>	<u>Aggregate</u>	<u>Sinking Fund</u>	<u>Aggregate</u>
<u>Payment Date</u>	<u>Principal Amount</u>	<u>Payment Date</u>	<u>Principal Amount</u>
(final maturity)		(final maturity)	

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, in Roseville, Minnesota, as the initial registrar, transfer agent and paying agent (the

“Registrar”). The Chairperson and County Auditor-Treasurer 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, effective upon not less than thirty (30) days’ written notice and upon the appointment of (and acceptance of such appointment by) 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 or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

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

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

2.06. Execution, Authentication and Delivery. The Bonds shall be prepared under the direction of the County Auditor-Treasurer and shall be executed on behalf of the County by the signatures of the Chairperson and County Auditor-Treasurer, 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 Auditor-Treasurer 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 Chairperson or County Auditor-Treasurer, 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 form attached as Exhibit A hereto.

SECTION 3. GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS, SERIES 2017A CONSTRUCTION FUND. There is hereby established in the official books and records of the County a separate General Obligation Capital Improvement Plan Bonds, Series 2017A Construction Fund (the "Construction Fund"). The County Auditor-Treasurer shall continue to maintain the Construction Fund until all costs and expenses incurred in connection with the Project have been duly paid or provided for. The County hereby appropriates to the Construction Fund proceeds of the Bonds in the amount of \$[_____]. After payment of all costs incurred with respect to the Project, the Construction Fund shall be discontinued and any proceeds of the Bonds remaining therein shall be credited to the Bond Fund described in Section 4 hereof.

SECTION 4. GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS, SERIES 2017A BOND FUND. The Bonds shall be payable from a separate General Obligation Capital Improvement Plan Bonds, Series 2017A Bond Fund (the "Bond Fund") of the County,

which Bond Fund the County agrees to maintain until the Bonds have been paid in full. Into the Bond Fund shall be paid: (a) any funds received from the Purchaser upon delivery of the Bonds in excess of the amount required by Section 3 to be credited to the Construction Fund and amounts for payment of costs of issuance of the Bonds; (b) the amounts specified in Section 3 above, after payment of all costs of the Project; (c) all taxes levied and collected pursuant to Section 5; 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:

<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
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See attached Schedule I

The taxes shall be irrepealable as long as any of the Bonds are outstanding and unpaid, provided that the County reserves the right and power to reduce the 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 or specified redemption date of the Bonds to be discharged, the County shall have received a written opinion of Bond Counsel to the effect that such deposit does not adversely affect the 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 entered and will not enter into any lease, management contract, operating agreement, use agreement or other contract relating to the use, operation or maintenance of the Project or any part thereof which would cause the Bonds to be considered "private activity bonds" or "private loan bonds" pursuant to Section 141 of the Code.

8.02. Arbitrage Certification. The Chairperson and County Auditor-Treasurer 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 said Section 148(f) and applicable Regulations 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. Reimbursement. The County certifies that the proceeds of the Bonds will not be used by the County to reimburse itself for any expenditure with respect to the Project which the County paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the County shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations, provided that a declaration of official intent shall not be required (i) with respect to certain de minimis expenditures, if any, with respect to the Project meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” for the Project as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

8.05. Qualified Tax-Exempt Obligations. The Board hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code relating to the disallowance of interest expense for financial institutions, and hereby finds that the reasonably anticipated amount of tax-exempt obligations which are not private activity bonds (not treating qualified 501(c)(3) bonds under Section 145 of the Code as private activity bonds for the purpose of this representation) which will be issued by the County and all subordinate entities during calendar year 2017 does not exceed \$10,000,000.

8.06. 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 Securities and Exchange Commission (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 twelve (12) months after the end of each fiscal year of the County, commencing with the fiscal year ending December 31, 2017, 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 the headings: “Valuations--Current Property Valuations”, “Debt--Direct Debt,” “Tax Rates, Levies and Collections--Tax Levies and Collections,” “General Information—U.S. Census Data--Population Trend,” and “--Employment/Unemployment Data.”

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the County shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the County shall provide the audited financial

statements. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been 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 County records, together with such additional information as required, and to issue a certificate that the Bonds have been duly entered upon the 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 Preliminary Official Statement relating to the Bonds, dated July 6, 2017, prepared and distributed on behalf of the County 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 such Official Statement.

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.

EXHIBIT A
FORM OF SERIES 2017A BONDS

UNITED STATES OF AMERICA
STATE OF MINNESOTA

LE SUEUR COUNTY

GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BOND,
SERIES 2017A

R-____ \$_____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
___%	February 1, 20__	August __, 2017	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

LE SUEUR COUNTY, State of 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, 2018 (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 by check or draft drawn on Bond Trust Services Corporation, in 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 \$2,565,000 issued pursuant to a resolution adopted by the Board of Commissioners on July 18, 2017 (the "Resolution"), to finance construction of a new County highway maintenance shop and the construction of a new justice center (collectively, the "Project"), 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

A-1

Bonds are issuable only in fully registered form, in denominations of \$5,000 or any multiple thereof, of single maturities.

Bonds maturing in 2026 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, 2025, 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 securities 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.

[The Bonds 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 the following principal amounts:

Term Bonds Maturing in 20

<u>Sinking</u>	<u>Fund</u>	<u>Aggregate</u>
<u>Payment Date</u>		<u>Principal Amount</u>

The remaining \$ _____ stated principal amount shall be paid at maturity on February 1, 20__.

Term Bonds Maturing in 20

<u>Sinking</u>	<u>Fund</u>	<u>Aggregate</u>
<u>Payment Date</u>		<u>Principal Amount</u>

The remaining \$ _____ stated principal amount shall be paid at maturity on February 1, 20__.

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 Bonds have been designated as “qualified tax-exempt obligations” pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended.

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 2017A 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, Le Sueur County, Minnesota, by its Board of Commissioners, has caused this Bond to be executed on its behalf by the facsimile signatures of the Chairperson and County Auditor-Treasurer.

LE SUEUR COUNTY, MINNESOTA

(Facsimile Signature County Auditor-Treasurer)

(Facsimile Signature Chairperson)

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication: _____

BOND TRUST SERVICES CORPORATION, as Bond Registrar

By _____
Authorized Representative

SCHEDULE I

TAX LEVIES

[to come]

CERTIFICATE OF LE SUEUR COUNTY AUDITOR-TREASURER
AS TO REGISTRATION OF BONDS AND TAX LEVY

The undersigned, being the duly qualified and acting County Auditor-Treasurer of Le Sueur County, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on July 18, 2017, by the Board of Commissioners of Le Sueur County, Minnesota, levying taxes for the payment of, and setting forth the form and details of an issue of \$2,565,000 General Obligation Capital Improvement Plan Bonds, Series 2017A, dated as of August 15, 2017.

I further certify that the issue has been entered on my bond register and the tax levy has been filed as required by Minnesota Statutes, Sections 475.61 through 475.63.

WITNESS my hand officially this _____ day of _____, 2017.

County Auditor-Treasurer

(SEAL)

**CERTIFICATION OF MINUTES RELATING TO
\$7,325,000 GENERAL OBLIGATION JAIL BONDS, SERIES 2017B**

Issuer: Le Sueur County, Minnesota

Governing Body: Board of County Commissioners

Kind, date, time and place of meeting: A regular meeting held July 18, 2017, at 9:30 a.m., at the County Offices in Le Center, Minnesota.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (including):

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ISSUANCE, AWARDING SALE,
PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE
PAYMENT OF \$7,325,000 GENERAL OBLIGATION JAIL BONDS,
SERIES 2017B

I, the undersigned, being the duly qualified and acting recording officer of the political subdivision 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 subdivision 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 subdivision, 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 July _____, 2017.

County Auditor-Treasurer

It was reported that [_____] ([_]) sealed proposals for the purchase of the Bonds were received prior to 12:00 noon on July 17, 2017, 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, AWARDED SALE, PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE PAYMENT OF \$7,325,000 GENERAL OBLIGATION JAIL BONDS, SERIES 2017B

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

SECTION 1. AUTHORIZATION AND SALE.

1.01. Authorization. Pursuant to a resolution adopted on June 20, 2017, the Board has determined it to be in the best interest of the Issuer to issue and sell its \$7,325,000 General Obligation Jail Bonds, Series 2017A (the Bonds) to finance a portion of the cost of construction of the jail and law enforcement center portions of the new justice center (the Project). The Board hereby determines that the debt service payable in any year on the Bonds and all other obligations issued by the Issuer pursuant to Minnesota Statutes, Section 641.23 (\$[____]) is less than 0.09671 percent (\$3,850,433) of the market value of all taxable real property within the Issuer (\$3,981,422,600); therefore, pursuant to Minnesota Statutes, Section 641.23, the Bonds may be issued without an election.

1.02. Sale. Pursuant to the Terms of Proposal and the Preliminary Official Statement, dated July 6, 2017, prepared on behalf of the County by Ehlers & Associates, Inc., financial consultants to the County, sealed or electronic 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 issued in the principal amount of \$[____] at a price of \$[____], plus accrued interest, if any, on all Bonds to the day of delivery and payment, on the further terms and conditions hereinafter set forth.

1.03. Award. The sale of the Bonds is hereby awarded to the Purchaser, and the Chairperson and County Auditor-Treasurer are hereby authorized and directed to execute a contract on behalf of the County for the sale of the Bonds in accordance with the Official Statement. 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 August 15, 2017, 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 or duly called for redemption at the annual rates set forth opposite such years and amounts, as follows:

<u>Maturity</u>	<u>Principal Amount</u>	<u>Rate</u>	<u>Maturity</u>	<u>Principal Amount</u>	<u>Rate</u>
2019	\$	%	2029	\$	%
2020			2030		
2021			2031		
2022			2032		
2023			2033		
2024			2034		
2025			2035		
2026			2036		
2027			2037		
2028			2038		

[REVISE MATURITY SCHEDULE FOR 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, 2018, 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 2029 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, 2028, and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The County Auditor-

Treasurer 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:

<u>Term Bonds Maturing in 20__</u>		<u>Term Bonds Maturing in 20__</u>	
<u>Sinking Fund Payment Date</u>	<u>Aggregate Principal Amount</u>	<u>Sinking Fund Payment Date</u>	<u>Aggregate Principal Amount</u>
(final maturity)		(final maturity)	

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, in Roseville, Minnesota, as the initial registrar, transfer agent and paying agent (the “Registrar”). The Chairperson and County Auditor-Treasurer 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, effective upon not less than thirty (30) days’ written notice and upon the appointment of (and acceptance of such appointment by) 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 or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

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

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

2.06. Execution, Authentication and Delivery. The Bonds shall be prepared under the direction of the County Auditor-Treasurer and shall be executed on behalf of the County by the signatures of the Chairperson and County Auditor-Treasurer, 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 Auditor-Treasurer 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 Chairperson or County Auditor-Treasurer, 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 form attached as Exhibit A hereto.

SECTION 3. GENERAL OBLIGATION JAIL BONDS, SERIES 2017A CONSTRUCTION FUND; USE OF PROCEEDS. There shall be established on the official books and records of the Issuer a General Obligation Jail Bonds, Series 2017A Construction Fund (the Construction Fund). The County Auditor-Treasurer shall continue to maintain the Construction Fund until payment of all costs and expenses incurred in connection with the construction of the Project have been paid. To the Construction Fund there shall be credited the proceeds of the Bonds, exclusive of accrued interest and capitalized interest, if any, received from the Purchaser, and from the Construction Fund there shall be paid all construction costs and expenses of the Project and the issuance of the Bonds. After payment of all costs incurred with respect to the Project and the issuance of the Bonds, the Construction Fund shall be discontinued and any proceeds of the Bonds remaining therein shall be credited to the Bond Fund described in Section 4 hereof.

Section 4. GENERAL OBLIGATION JAIL BONDS, SERIES 2017A BOND FUND. The Bonds shall be payable from a separate General Obligation Jail Bonds, Series 2017A Bond Fund (the Bond Fund) of the Issuer, which the Issuer agrees to maintain until the Bonds have been paid in full. If the moneys in the Bond Fund should at any time be insufficient to pay principal and interest due on the Bonds, such amounts shall be paid from other moneys on hand in other funds of the Issuer, which other funds shall be reimbursed therefor when sufficient moneys become available in the Bond Fund. 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. The Issuer irrevocably appropriates to the Bond Fund (a) any amount received from the Purchaser, other than amounts

deposited to the Construction Fund in accordance with Section 3 hereof; (b) all taxes levied and collected in accordance with this resolution; and (c) all other moneys as shall be appropriated by the Board to the Bond Fund from time to time. If the aggregate 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 Issuer which is available for that purpose, subject to reimbursement from the Bond Fund when the balance therein is sufficient, and the Board covenants and agrees that it will each year levy a sufficient amount of ad valorem taxes to take care of any accumulated or anticipated deficiency, which levy is not subject to any constitutional or statutory limitation.

The Issuer expects, pursuant to Minnesota Statutes, Section 446A.086 (the Act), to enter into a Minnesota Public Facilities Authority County Credit Enhancement Program Agreement (the Agreement) with the Minnesota Public Facilities Authority (the Authority) and the Commissioner of Finance. The Issuer hereby covenants and obligates itself to notify the Authority of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 446A.086, to guarantee payment of the principal and interest on the Bonds when due. The Issuer further covenants to deposit with the Registrar three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Authority that it will be unable to make all or a portion of that payment. The Registrar is authorized and directed to notify the Authority if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Registrar. The Issuer understands that as a result of its covenant to be bound by the provision of the Act, the provisions of that section shall be binding as long as any Bonds remain outstanding.

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 Issuer shall be and are hereby irrevocably pledged. In order to produce aggregate amounts which, together with the collections of other amounts as set forth in Section 4, will produce 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 Issuer, the taxes to be levied and collected in the following years and amounts:

<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
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See attached levy calculation

The taxes shall be irrepealable as long as any of the Bonds are outstanding and unpaid, provided that the Issuer 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, and authorizes the County Administrator to file with the County Auditor-Treasurer a levy schedule reflecting any such reductions upon the sale of a series of Bonds.

SECTION 6. 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 Issuer 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 Issuer may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms by depositing with the Registrar on or before that date an amount equal to the principal and interest which are then due, provided that notice of such redemption has been duly given as provided herein. The Issuer 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, interest and redemption premiums 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 or specified redemption date of the Bonds to be discharged, the Issuer 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 of such series 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 of and interest on the Bonds to be discharged on and before their maturity dates or earlier designated redemption date.

SECTION 7. TAX COVENANTS; ARBITRAGE MATTERS AND CONTINUING DISCLOSURE.

7.01. Covenant. The Issuer covenants and agrees with the registered 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 Internal Revenue Code of 1986 (the Code) and applicable Treasury Regulations (the Regulations), and covenants to take any and all affirmative actions within its powers to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. The Issuer has not and will not enter into any lease, management contract, operating agreement, use agreement or other contract relating to the use or operation of the Project, or any portion thereof, which would cause the Bonds to be considered "private activity bonds" or "private loan bonds" pursuant to Section 141 of the Code.

7.02. Arbitrage Certification. The Chair and County Auditor-Treasurer being the officers of the Issuer charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the purchaser of a series of Bonds 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 such series of Bonds, it is reasonably expected that the proceeds of

such series of Bonds will not be used in a manner that would cause such series of Bonds to be “arbitrage bonds” within the meaning of the Code and the applicable Regulations.

7.03. Arbitrage Rebate. The Issuer acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The Issuer 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.

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

7.05. Qualified Tax-Exempt Obligations. Except as otherwise provided in a Purchase Agreement, the Bonds shall be designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code relating to the disallowance of interest expense for financial institutions, and the Board hereby finds that the reasonably anticipated amount of tax-exempt obligations which are not private activity bonds (not treating qualified 501(c)(3) bonds under Section 145 of the Code as private activity bonds for the purpose of this representation) which will be issued by the County and all subordinate entities during calendar year 2017 does not exceed \$10,000,000.

7.06. County Credit Enhancement Program. Notwithstanding anything else to the contrary contained herein, the terms of the Agreement are hereby incorporated in this resolution.

7.07. 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 Securities and Exchange Commission (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 twelve (12) months after the end of each fiscal year of the County, commencing with the fiscal year ending December 31, 2017, 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 the headings: "Valuations--Current Property Valuations", "Debt--Direct Debt," "Tax Rates, Levies and Collections--Tax Levies and Collections," "General Information—U.S. Census Data--Population Trend," and "--Employment/Unemployment Data."

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the County shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the County shall provide the audited financial statements. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been 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 8. CERTIFICATION OF PROCEEDINGS.

8.01. 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 Issuer, 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.

8.02. Certification of Records. The officers of the Issuer are hereby authorized and directed to prepare and furnish to the purchaser of a series of Bonds and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records of the Issuer relating to the Bonds and to the financial condition and affairs of the Issuer, 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 Issuer to the facts recited herein.

8.03. Official Statement. The Preliminary Official Statement relating to the Bonds, dated July 6, 2017, prepared and distributed on behalf of the County 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 such Official Statement.

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.

EXHIBIT A
FORM OF SERIES 2017B BONDS

UNITED STATES OF AMERICA
STATE OF MINNESOTA

LE SUEUR COUNTY

GENERAL OBLIGATION JAIL BOND, SERIES 2017B

R- _____ \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
___%	February 1, 20__	August __, 2017	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

LE SUEUR COUNTY, MINNESOTA (the Issuer), 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 in each year, commencing August 1, 2018 (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 month next preceding such Interest Payment Date. 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 agent of the Registrar described below, the principal hereof are payable in lawful money of the United States of America by check or draft drawn on Bond Trust Services Corporation, in Roseville, Minnesota, as bond registrar, transfer agent and paying agent (the Registrar), or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

This Bond is one of an issue in the aggregate principal amount of \$[_____] issued pursuant to a resolution adopted by the Board of County Commissioners on July 18, 2017 (the Resolution) to finance a portion of the cost of construction of the jail and law enforcement center portions of the new justice center and is issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475 and Section 641.23. The Bonds are issuable only in fully registered form, in denominations of \$5,000 or any integral multiple thereof, of single maturities.

Bonds having stated maturity dates in 2029 and later years are each subject to redemption and prepayment at the option of the Issuer, in whole or in part, and if in part in such order of maturity dates as

the Issuer 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 as to Bonds maturing on the same date, on February 1, 2028, 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 Issuer will cause notice of the call for redemption to be published 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 Issuer shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

[The Bonds 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 the following principal amounts:

Term Bonds Maturing in 20

<u>Sinking Fund</u>	<u>Aggregate</u>
<u>Payment Date</u>	<u>Principal Amount</u>

The remaining \$_____ stated principal amount shall be paid at maturity on February 1, 20__.

Term Bonds Maturing in 20

<u>Sinking Fund</u>	<u>Aggregate</u>
<u>Payment Date</u>	<u>Principal Amount</u>

The remaining \$_____ stated principal amount shall be paid at maturity on February 1, 20__.

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

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the Issuer at the principal office of the agent of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney, and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the Issuer will cause a new Bond or Bonds to

be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The Issuer 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 Issuer nor the Registrar shall be affected by any notice to the contrary.

The Bonds have been designated as "qualified tax-exempt obligations" pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended.

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 Issuer.

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 Issuer 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 Board of Commissioners has levied ad valorem taxes upon all taxable property in the Issuer, which taxes are estimated to 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 such taxes to the payment of such principal and interest; that if necessary for payment of such principal and interest, additional ad valorem taxes are required to be levied upon all taxable property in the Issuer, without limitation as to rate or amount; that the issuance of this Bond, together with all other indebtedness of the Issuer outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the Issuer to exceed any constitutional or statutory limitation of indebtedness and that by the Resolution, the Issuer has agreed to comply with the requirements of Minnesota Statutes, Section 446A.086 relating to the state guarantee or payment of principal of and interest on the Bonds.

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, Le Sueur County, Minnesota, by its Board of Commissioners, has caused this Bond to be executed on its behalf by the facsimile signatures of the Chairperson and County Auditor-Treasurer.

LE SUEUR COUNTY, MINNESOTA

(Facsimile Signature County Auditor-Treasurer)

(Facsimile Signature Chairperson)

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication: _____

BOND TRUST SERVICES CORPORATION, as Bond Registrar

By _____
Authorized Representative

SCHEDULE I
TAX LEVIES

CERTIFICATE OF LE SUEUR COUNTY AUDITOR-TREASURER
AS TO REGISTRATION OF BONDS AND TAX LEVY

The undersigned, being the duly qualified and acting County Auditor-Treasurer of Le Sueur County, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on July 18, 2017, by the Board of County Commissioners of Le Sueur County, Minnesota, levying taxes for the payment of, and setting forth the form and details of an issue of its General Obligation Jail Bonds, Series 2017B, dated as of August 15, 2017.

I further certify that the issue has been entered on my bond register and the tax levy has been filed as required by Minnesota Statutes, Sections 475.61 through 475.63.

WITNESS my hand officially this _____ day of _____, 2017.

County Auditor-Treasurer

(SEAL)



Le Sueur County, MN

Tuesday, July 18, 2017

Board Meeting

Item 8

Commissioner Committee Reports

Staff Contact:



Le Sueur County, MN

Tuesday, July 18, 2017

Board Meeting

Item 9

Future Meetings

Staff Contact:

Future Meetings July - September 2017

July 18, 2017	Board Meeting, 9:00 a.m.
July 20, 2017	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
July 25, 2017	Board Meeting, 9:00 a.m.
August 1, 2017	Board Meeting, 9:00 a.m. *CHB Meeting, 1:00 p.m. in Waterville
August 8, 2017	No Board Meeting
August 10, 2017	P&Z Meeting, 7:00 p.m. at Environmental Services
August 14, 2017	Budget Meetings, 8:30 a.m. – 4 p.m.
August 15, 2017	Board Meeting, 9:00 a.m. *Budget Meetings to continue after board meeting
August 17, 2017	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
August 22, 2017	Board Meeting, 9:00 a.m.
August 24, 2017	Blue Earth – Le Sueur Joint Ditch #15 Public Hearing, 11:00 a.m., Blue Earth County Commissioners Room
August 29, 2017	No Board Meeting
September 4, 2017	Labor Day, Offices Closed
September 5, 2017	Board Meeting, 9:00 a.m.
September 12, 2017	No Board Meeting
September 14, 2017	P&Z Meeting, 7:00 p.m. at Environmental Services
September 19, 2017	Board Meeting, 9:00 a.m.
September 21, 2017	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
September 26, 2017	Board Meeting, 9:00 a.m.