



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
July 25, 2017**

1. **9:00 a.m. Agenda and Consent Agenda (5 min)**
RE: July 18, 2017 Minutes and Summary Minutes

2. **9:01 a.m. Darrell Pettis**
RE: Introduce Tyler Luethje, Parks Director / County Ag Inspector

3. **9:05 a.m. Human Resources (10 min.)**

4. **9:15 a.m. MnDOT (40 min)**
RE: 2018-2027 Ten Year Capital Highway Investment Plan (CHIP)

5. **9:55 a.m. Kathy Brockway, Zoning Administrator (10 minutes)**
CUPs

6. **10:05 a.m. Judge Vandelist (25 min)**
RE: Drug Court Update

7. **10:30 a.m. Darrell Pettis, County Administrator / Engineer**
RE: Credit Card request for Molly Trieschman
RE: Transit Resolution
RE: CSAH 3 - 14 Waterville Project Bids

8. **Commissioner Committee Reports**

9. **Future Meetings**



Le Sueur County, MN

Tuesday, July 25, 2017

Board Meeting

Item 1

9:00 a.m. Agenda and Consent Agenda (5 min)

RE: July 18, 2017 Minutes and Summary Minutes

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting July 18, 2017

The Le Sueur County Board of Commissioners met in regular session on Tuesday, July 18, 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. Also present were Darrell Pettis and Brent Christian. Joe Connolly was excused.

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 July 11, 2017 County Board Minutes and Summary Minutes

Sue Rynda, Human Services Director, appeared before the Board to give the monthly Human Services Report. This presentation covered Finance, Income Maintenance, Child Support, Family Services, and Mental Health.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved the Human Services claims:

Financial:	\$ 72,428.54
Soc Services:	\$202,611.72

On motion by King, seconded by Wetzel and unanimously approved, the Board approved a contract with Wings Guardianship Services, LLC.

Cindy Westerhouse, Human Resources Director appeared before the Board with several items for approval.

On motion by Wetzel, seconded by King and unanimously approved, the Board approved to accept the resignation request from Meghan Houlihan, full time Sheriff Administrative Assistant in the Sheriff's Office, effective August 4, 2017.

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board approved to post and advertise for a full time Sheriff Administrative Assistant in the Sheriff's Office, as a Grade 6, Step 1 at \$17.94 per hour.

Nik Kadel, Ditch Inspector appeared before the Board with one item for discussion and approval.

The following estimates were received for a Le Sueur – Rice JD 38 repair project:

Zimmerman Tiling & Excavating LLC	\$21,735
Selly Excavating, Inc.	\$32,600

On motion by King, seconded by Wetzel and unanimously approved, the Board approved the JD 38 repair estimate from Zimmerman in the amount of \$21,735.

Darrell Pettis appeared before the Board with a number of items for consideration and approval.

A motion was made by King to increase the 2018 Wheelage Tax from \$10 to \$15. The motion failed for lack of a second.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved to move forward with the process of imposing a transportation sales and use tax.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved and authorized the Board Chair to sign Amendment 1 to Sentencing to Service Program Contract 122652.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved and authorized the Board Chair to sign a West Jefferson PSIG Grant Resolution Form 7.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved to amend a contract with Adolfsen & Peterson as presented by Darrell Pettis.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved the following resolution:

**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 11:00 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 \$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 four (4) sealed proposals for the purchase of the Bonds were received prior to 9:30 a.m. on July 18, 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)



BID TABULATION

\$2,565,000* General Obligation Capital Improvement Plan Bonds, Series 2017A

Le Sueur County, Minnesota

SALE: July 18, 2017

AWARD: UMB BANK, N.A.

Rating: S&P Global Ratings "AA"

**BBI: 3.61%
Bank Qualified**

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
UMB BANK, N.A. Kansas City, Missouri	2019	3.000%	1.100%	\$2,716,591.50	\$322,041.00	1.9611%
	2020	3.000%	1.200%			
	2021	3.000%	1.350%			
	2022	3.000%	1.500%			
	2023	3.000%	1.600%			
	2024	3.000%	1.750%			
	2025	3.000%	1.900%			
	2026	3.000%	1.900%			
	2027	3.000%	1.950%			
	2028	3.000%	2.000%			
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota	2019	3.000%		\$2,691,298.00	\$324,489.50	1.9898%
	2020	3.000%				
	2021	3.000%				
	2022	3.000%				
	2023	3.000%				
	2024	3.000%				
	2025	3.000%				
	2026	2.000%				
	2027	3.000%				
	2028	3.000%				

* Subsequent to bid opening the issue size was decreased to \$2,390,000.
 Adjusted Price - \$2,532,914.97 Adjusted Net Interest Cost - \$307,146.70 Adjusted TIC - 1.9683%



1-800-552-1171 | www.ehlers-inc.com

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
BAIRD Milwaukee, Wisconsin	2019	2.000%		\$2,585,385.50	\$316,781.10	1.9909%
	2020	2.000%				
	2021	2.000%				
	2022	2.000%				
	2023	2.000%				
	2024	2.000%				
	2025	2.000%				
	2026	2.000%				
	2027	2.250%				
	2028	2.500%				
STIFEL, NICOLAUS Birmingham, Alabama	2019	3.000%		\$2,689,481.40	\$349,151.10	2.1404%
	2020	3.000%				
	2021	3.000%				
	2022	3.000%				
	2023	3.000%				
	2024	3.000%				
	2025	3.000%				
	2026	3.000%				
	2027	3.000%				
	2028	3.000%				



Bid Tabulation
 Le Sueur County, Minnesota
 \$2,565,000* General Obligation Capital Improvement Plan Bonds, Series 2017A

July 18, 2017

Page 2

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, and Addendum dated July 13, 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 UMB Bank, N.A., in Kansas City, Missouri (the "Purchaser"), to purchase the Bonds issued in the principal amount of \$2,390,000 at a price of \$2,532,914.97, 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	\$175,000	3.000%	2024	\$245,000	3.000%
2020	215,000	3.000	2025	250,000	3.000
2021	225,000	3.000	2026	260,000	3.000
2022	235,000	3.000	2027	270,000	3.000
2023	240,000	3.000	2028	275,000	3.000

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

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 \$2,500,556.97. 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, 2016, 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, and Addendum dated July 13, 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 15, 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 \$2,390,000 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.

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

TAX LEVY CALCULATION

Issue ID# 329762

Le Sueur County, MN

Dated Date: 8/15/2017

\$2,390,000 General Obligation Capital

Call Date: 2/1/2025

Improvement Plan Bonds, Series 2017A

CIP Bonds - Highway Maintenance Shop | CIP Bonds - Non-Jail/LEC

Tax Levy Year	Tax Collect Year	Bond Pay Year	Total P & I	P & I @ 105%	Net Levy
2017	/ 2018	/ 2019	279,761.67	293,749.75	293,749.75
2018	/ 2019	/ 2020	281,450.00	295,522.50	295,522.50
2019	/ 2020	/ 2021	285,000.00	299,250.00	299,250.00
2020	/ 2021	/ 2022	288,250.00	302,662.50	302,662.50
2021	/ 2022	/ 2023	286,200.00	300,510.00	300,510.00
2022	/ 2023	/ 2024	284,000.00	298,200.00	298,200.00
2023	/ 2024	/ 2025	281,650.00	295,732.50	295,732.50
2024	/ 2025	/ 2026	284,150.00	298,357.50	298,357.50
2025	/ 2026	/ 2027	286,350.00	300,667.50	300,667.50
2026	/ 2027	/ 2028	283,250.00	297,412.50	297,412.50
Totals			2,840,061.67	2,982,064.75	2,982,064.75

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 \$2,390,000 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

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board approved the following resolution:

**CERTIFICATION OF MINUTES RELATING TO
\$7,220,000 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 11:00 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 \$7,220,000 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 four (4) sealed proposals for the purchase of the Bonds were received prior to 9:30 a.m. on July 18, 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)



BID TABULATION

\$7,325,000* General Obligation Jail Bonds, Series 2017B

Le Sueur County, Minnesota

SALE: July 18, 2017

AWARD: BAIRD

**MN Credit Enhancement Rating: S&P Global Ratings "AA+
"Underlying Rating: S&P Global Ratings "AA"**

**BBI: 3.61%
Bank Qualified**

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
BAIRD				\$7,524,461.75	\$2,358,668.93	2.6629%
Milwaukee, Wisconsin	2019	3.000%	1.000%			
C.L. King & Associates WMBE	2020	3.000%	1.100%			
Dougherty & Company, LLC	2021	3.000%	1.200%			
Vining-Sparks IBG, Limited Partnership	2022	3.000%	1.350%			
Edward Jones	2023	3.000%	1.500%			
Fidelity Capital Markets	2024	3.000%	1.650%			
WNJ Capital	2025	3.750%	1.800%			
Crews & Associates, Inc.	2026	3.750%	1.950%			
Davenport & Co. L.L.C.	2027	3.750%	2.100%			
Duncan-Williams, Inc.	2028 ¹	2.800%	2.800%			
Ross, Sinclair & Associates, LLC	2029 ¹	2.800%	2.800%			
Loop Capital Markets	2030 ¹	2.800%	2.800%			
Country Club Bank	2031 ¹	2.800%	2.800%			
Oppenheimer & Co.	2032 ¹	2.800%	2.800%			
SumRidge Partners	2033 ¹	2.800%	2.800%			
R. Seelaus & Company, Inc.	2034 ¹	2.800%	2.800%			
Sierra Pacific Securities	2035 ¹	2.800%	2.800%			
Isaak Bond Investments, Inc	2036 ¹	2.800%	2.800%			
Alamo Capital WMBE	2037 ¹	2.800%	2.800%			
IFS Securities	2038	3.000%	3.200%			
First Empire Securities						
W.H. Mell Associates						
Wayne Hummer & Co.						
FMS Bonds Inc.						
Wedbush Securities Inc.						
Midland Securities						

* Subsequent to bid opening the issue size was decreased to \$7,220,000.
Adjusted Price - \$7,410,195.83 Adjusted Net Interest Cost - \$2,366,669.18 Adjusted TIC - 2.6726%

¹ \$4,085,000 Term Bond due 2037 with mandatory redemption in 2028-2036.



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NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
FTN FINANCIAL CAPITAL MARKETS				\$7,587,104.19	\$2,439,879.77	2.7258%
Memphis, Tennessee	2019	3.000%				
	2020	3.000%				
	2021	3.000%				
	2022	3.000%				
	2023	3.000%				
	2024	3.000%				
	2025	3.000%				
	2026	3.000%				
	2027	3.000%				
	2028	3.000%				
	2029	3.000%				
	2030	3.000%				
	2031	3.000%				
	2032	3.000%				
	2033	3.000%				
	2034	3.000%				
	2035	3.250%				
	2036	3.250%				
	2037	3.250%				
	2038	3.250%				
STIFEL, NICOLAUS				\$7,553,736.70	\$2,463,752.95	2.7610%
Birmingham, Alabama	2019	3.000%				
	2020	3.000%				
	2021	3.000%				
	2022	3.000%				
	2023	3.000%				
	2024	3.000%				
	2025	3.000%				
	2026	3.000%				
	2027	3.000%				
	2028	3.000%				
	2029	3.000%				
	2030	3.000%				
	2031	3.000%				
	2032	3.000%				
	2033	3.000%				
	2034	3.000%				
	2035	3.125%				
	2036	3.250%				
	2037	3.250%				
	2038	3.250%				



Bid Tabulation
 Le Sueur County, Minnesota
 \$7,325,000* General Obligation Jail Bonds, Series 2017B

July 18, 2017

Page 2

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota	2019	3.000%		\$7,532,739.70	\$2,470,159.63	2.7742%
	2020	3.000%				
	2021	3.000%				
	2022	3.000%				
	2023	3.000%				
	2024	3.000%				
	2025	3.000%				
	2026	3.000%				
	2027	3.000%				
	2028	3.000%				
	2029	3.000%				
	2030	3.000%				
	2031	3.000%				
	2032	3.000%				
	2033	3.000%				
	2034	3.000%				
	2035	3.100%				
	2036	3.150%				
	2037	3.200%				
	2038	3.250%				



Bid Tabulation
 Le Sueur County, Minnesota
 \$7,325,000* General Obligation Jail Bonds, Series 2017B

July 18, 2017

Page 3

Commissioner _____ introduced the following resolution and moved its adoption, which motion was seconded by Commissioner _____:

RESOLUTION AUTHORIZING ISSUANCE, AWARDING SALE, PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE PAYMENT OF \$7,220,000 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 \$7,220,000 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 (\$491,318) 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, and Addendum dated July 13, 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 Robert W. Baird & Co., Inc., in Milwaukee, Wisconsin (the "Purchaser"), to purchase the Bonds issued in the principal amount of \$7,220,000 at a price of \$7,410,195.83, 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	\$175,000	3.000%	2025	\$ 325,000	3.750%
2020	280,000	3.000	2026	335,000	3.750
2021	285,000	3.000	2027	345,000	3.750
2022	295,000	3.000	2037	4,085,000	2.800
2023	305,000	3.000	2038	475,000	3.000
2024	315,000	3.000			

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

Bonds maturing on February 1, 2037 (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 2037</u>			
<u>Sinking Fund Payment Date</u>	<u>Aggregate Principal Amount</u>	<u>Sinking Fund Payment Date</u>	<u>Aggregate Principal Amount</u>
2028	\$360,000	2033	\$415,000
2029	370,000	2034	425,000
2030	380,000	2035	435,000
2031	390,000	2036	450,000
2032	400,000	2037 (final maturity)	460,000

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.

2.09. 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:

(2) on or before twelve (12) months after the end of each fiscal year of the County, commencing with the fiscal year ending December 31, 2016, 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, and Addendum dated July 13, 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 \$7,220,000 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:

<u>Term Bonds Maturing in 2037</u>			
<u>Sinking Fund Payment Date</u>	<u>Aggregate Principal Amount</u>	<u>Sinking Fund Payment Date</u>	<u>Aggregate Principal Amount</u>
2028	\$360,000	2033	\$415,000
2029	370,000	2034	425,000
2030	380,000	2035	435,000
2031	390,000	2036	450,000
2032	400,000		

The remaining \$460,000 stated principal amount shall be paid at maturity on February 1, 2037.

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

TAX LEVY CALCULATION

Issue ID#

329763

Le Sueur County, MN

Dated Date:

8/15/2017

**\$7,220,000 General Obligation Jail Bonds, Series
2017B**

Call Date:

2/1/2028

Tax Levy Year	Tax Collect Year	Bond Pay Year	Total P & I	P & I @ 105%	Net Levy
2017 /	2018 /	2019	490,552.51	515,080.14	515,080.14
2018 /	2019 /	2020	490,717.50	515,253.38	515,253.38
2019 /	2020 /	2021	487,317.50	511,683.38	511,683.38
2020 /	2021 /	2022	488,767.50	513,205.88	513,205.88
2021 /	2022 /	2023	489,917.50	514,413.38	514,413.38
2022 /	2023 /	2024	490,767.50	515,305.88	515,305.88
2023 /	2024 /	2025	491,317.50	515,883.38	515,883.38
2024 /	2025 /	2026	489,130.00	513,586.50	513,586.50
2025 /	2026 /	2027	486,567.50	510,895.88	510,895.88
2026 /	2027 /	2028	488,630.00	513,061.50	513,061.50
2027 /	2028 /	2029	488,550.00	512,977.50	512,977.50
2028 /	2029 /	2030	488,190.00	512,599.50	512,599.50
2029 /	2030 /	2031	487,550.00	511,927.50	511,927.50
2030 /	2031 /	2032	486,630.00	510,961.50	510,961.50
2031 /	2032 /	2033	490,430.00	514,951.50	514,951.50
2032 /	2033 /	2034	488,810.00	513,250.50	513,250.50
2033 /	2034 /	2035	486,910.00	511,255.50	511,255.50
2034 /	2035 /	2036	489,730.00	514,216.50	514,216.50
2035 /	2036 /	2037	487,130.00	511,486.50	511,486.50
2036 /	2037 /	2038	489,250.00	513,712.50	513,712.50
Totals			9,776,865.01	10,265,708.26	10,265,708.26

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 \$7,220,000 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

Board Member Committee Reports:

Commissioner King attended a Tri County Transit Joint Powers meeting and a Tri County Solid Waste meeting.

Commissioner Wetzel attended a Le Center City Council meeting and a Le Sueur County Planning & Zoning meeting.

Commissioner Rohlfing attended Tri County Solid Waste, MVAC, and Le Sueur County Planning & Zoning meetings.

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

Warrant #	Vendor Name	Amount
46079	Bolton & Menk Inc.	\$ 24,954.50
46083	Christin, Keogh, Moran & King	\$ 3,108.83

46119	Le Sueur Co Soil & Water Conserv. Dist.	\$ 8,408.84
46123	Mariska Enterprises	\$ 4,178.50
46126	Minn St Admin ITG Telecom	\$ 5,480.00
46127	MN Counties Computers Coop	\$ 13,626.25
46132	Nuss Truck & Equipment	\$ 5,250.00
46141	Ronald Ringquist	\$ 4,050.12
46150	S.M.C. Co. Inc.	\$ 8,930.70
46154	Summit	\$ 8,270.51
46157	Tire Associates Inc.	\$ 2,658.36
46158	Traxler Construction Inc.	\$ 8,520.79
46165	Waterville Lakes Association	\$ 3,521.00
46166	Wondra Automotive Inc.	\$ 4,008.63
86	Claims paid less than \$2,000.00:	\$ 27,694.44
14	Claims paid more than \$2,000.00:	\$104,967.03
100	Total all claims paid:	\$132,661.47

On motion by King, seconded by Wetzel and unanimously approved, the Board adjourned until Tuesday, July 25, 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 18, 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. (Gliszinski-King)
- Approved Human Services claims (Gliszinski-King) Financial:\$ 72,428.54 and SocServices:\$202,611.72
- Approved a contract with Wings Guardianship Services, LLC. (King-Wetzel)
- Approved the resignation request from Meghan Houlihan in the Sheriff’s Office. (Wetzel-King)
- Approved to post and advertise for a full time Sheriff Administrative Assistant. (Gliszinski-Wetzel)
- Approved the JD 38 repair estimate from Zimmerman in the amount of \$21,735. (King-Wetzel)
- A motion was made by King to increase the 2018 Wheelage Tax from \$10 to \$15. The motion was not seconded and therefore failed.
- Approved to move forward with the process of imposing a transportation sales and use tax. (Wetzel-Gliszinski)
- Approved Amendment 1 to Sentencing to Service Program Contract 122652. (King-Gliszinski)
- Approved a West Jefferson PSIG Grant Resolution Form 7. (King-Wetzel)
- Approved to amend a contract with Adolfsen & Peterson. (King-Gliszinski)
- Approved a Resolution Authorizing Issuance, Awarding Sale, Prescribing the Form And Details And Providing For the Payment Of \$2,565,000 General Obligation Capital Improvement Plan Bonds, Series 2017A. (King-Wetzel)
- On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board approved the 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. (Gliszinski-Wetzel)
- The following claims were approved for payment: (Gliszinski-King)

Warrant #	Vendor Name	Amount
46079	Bolton & Menk Inc.	\$ 24,954.50
46083	Christin, Keogh, Moran & King	\$ 3,108.83
46119	Le Sueur Co Soil & Water Conserv. Dist.	\$ 8,408.84
46123	Mariska Enterprises	\$ 4,178.50
46126	Minn St Admin ITG Telecom	\$ 5,480.00
46127	MN Counties Computers Coop	\$ 13,626.25
46132	Nuss Truck & Equipment	\$ 5,250.00
46141	Ronald Ringquist	\$ 4,050.12
46150	S.M.C. Co. Inc.	\$ 8,930.70
46154	Summit	\$ 8,270.51
46157	Tire Associates Inc.	\$ 2,658.36
46158	Traxler Construction Inc.	\$ 8,520.79
46165	Waterville Lakes Association	\$ 3,521.00
46166	Wondra Automotive Inc.	\$ 4,008.63
86	Claims paid less than \$2,000.00:	\$ 27,694.44
14	Claims paid more than \$2,000.00:	\$104,967.03
100	Total all claims paid:	\$132,661.47

•Adjourned until Tuesday, July 25, 2017 at 9:00 a.m. (King-Wetzel)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman



Le Sueur County, MN

Tuesday, July 25, 2017

Board Meeting

Item 2

9:01 a.m. Darrell Pettis

RE: Introduce Tyler Luethje, Parks Director / County Ag Inspector

Staff Contact:



Le Sueur County, MN

Tuesday, July 25, 2017

Board Meeting

Item 3

9:05 a.m. Human Resources (10 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 25, 2017

The Le Sueur County Board of Commissioners and the Employee Recognition Committee would like to recognize the following employees on their significant length of service with Le Sueur County.

Connie Kopet	35 years	Auditor Treasurer's Office
Linda Fischenich	30 years	Human Services
Laurie Appel	20 years	Human Services
Sherri Simon	20 years	Auditor Treasurer's Office
Kandi Larson	15 years	Human Services
Shayne Bender	15 Years	Assessor's Office
Jason Squires	10 years	Sheriff's Office
Matt Conroy	5 years	Highway Dept.
Bill Savage	5 years	Highway Dept.
Andy Jindra	5 years	Highway Shop
James Whipps	5 years	Veterans Service Office
Bob Collins	5 years	Building Maintenance

Recommendation to grant regular status to Bryan Dauk, full time Deputy Sheriff in the Sheriff's Office, effective July 20, 2017. Bryan has completed the one-year probationary period.

Recommendation to accept the retirement request from Mark Pittman, full time Highway Maintenance Worker in the Highway Department, effective September 30, 2017.

Recommendation to post and advertise for a full time Highway Maintenance Worker in the Highway Department as a Grade 6, Step 1 at \$17.94 per hour.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, July 25, 2017

Board Meeting

Item 4

9:15 a.m. MnDOT (40 min)

RE: 2018-2027 Ten Year Capital Highway Investment Plan (CHIP)

Staff Contact:

Le Sueur County, MN

Tuesday, July 25, 2017

Board Meeting

Item 5

9:55 a.m. Kathy Brockway, Zoning Administrator (10 minutes)

CUPs

Staff Contact:

LE SUEUR COUNTY PLANNING AND ZONING COMMISSION
88 SOUTH PARK AVE.
LE CENTER, MINNESOTA 56057
July 13, 2017

MEMBERS PRESENT: Don Reak, Jeanne Doheny, Don Rynda, Shirley Katzenmeyer, Doug Krenik, Al Gehrke, Pam Tietz, Commissioner Wetzel

OTHERS PRESENT: Kathy Brockway, Amy Beatty, Commissioner Rohlfiing

The meeting was called to order at 7: 00 by Chairperson, Jeanne Doheny.

ITEM #1: NOVEL ENERGY SOLUTIONS, ROCHESTER, MN, (APPLICANT); VETTER ENTERPRISES LLC, ST PETER, MN, (OWNER): Request an extension for an existing Conditional Use Permit #16155 to allow the applicant to construct a 3MW solar garden in an Agricultural "A" District. Property is located in the SW1/4, Section 16, Kasota Township.

Kathy Brockway presented power point presentation. Paula Fitzgerald, representing Novel Energy Solutions was present for application.

TOWNSHIP: no comments DNR:N/A LETTERS: none

PUBLIC COMMENT: no comments

Discussion was held regarding: Working with Xcel Energy, all easements are in place, planning to start construction within the next month or two, will meet the completion of the project within the 1-year extension.

Motion was made by Don Reak to approve the application for a 1-year extension. Seconded by Doug Krenik. Motion approved. Motion carried.

ITEM #2: LONE OAK FARM INC, LE SUEUR, MN, (APPLICANT); GREGORY & JOAN SCHWARZ, LE SUEUR, MN, (OWNER): Request that the County grant a Conditional Use Permit to allow the applicant to expand an existing 444.6 animal unit feedlot to a total of 981 animal unit feedlot in an Agriculture "A" District. Property is located in the NE 1/4 SE 1/4, Section 4 & 9, Sharon Township.

Kathy Brockway presented power point presentation. Jeff Bauman, Anez Consulting, was present for application.

TOWNSHIP: Notified through the application process. DNR: N/A LETTERS: none

PUBLIC COMMENT: Ed Fahey, adjoining landowner, questioned the possibility of future expansions, odor and dust control. He did meet with the applicant to go over his concerns. No objections to the expansion request.

Discussion was held regarding: type of ventilation, new technology, under threshold of state permit, type of floor installed in new barns vs. the old barns, more sq.ft. for birds, chemicals used to wash down the barns, engineered tanks installed, spreading of manure vs. hauling to a facility, air emissions permits, odor plan, difference between short term vs permanent stockpiling, no complaints on file.

Findings by majority roll call vote:

1. *The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity. Agreed.*
2. *The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area. Agreed.*
3. *Adequate utilities, access roads, drainage and other facilities are being provided. Agreed.*
4. *Adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use. Agreed.*

5. *Adequate measures will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.* **Agreed.**
6. *Is the Conditional Use Permit consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance?* **Agreed.**
7. *Is the Conditional Use Permit consistent with the Comprehensive Land Use Plan?* **Agreed.**

Motion was made by Doug Krenik to approve the application as requested. Seconded by Al Gehrke. Motion approved. Motion carried.

ITEM #3: LONE OAK FARM INC, LE SUEUR, MN, (APPLICANT); GREGORY & JOAN SCHWARZ, LE SUEUR , MN, (OWNER): Request that the County grant a Conditional Use Permit to allow grading, excavating, and filling of approximately 18,097 cubic yards of material in an Agriculture “A” District. Property is located in the NE 1/4 SE 1/4, Section 4 & 9, Sharon Township.

Kathy Brockway presented power point presentation. Jeff Baumann, Anez Consulting was present for application.

TOWNSHIP: Notified through the application process. DNR: N/A LETTERS: none

PUBLIC COMMENT: no comments

Discussion was held regarding: the grading, excavating, and filling for the project is above and beyond the permitted use for construction of the facility, construction of infiltration basins, erosion control methods will be in place.

Findings by majority roll call vote:

1. *The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.* **Agreed.**
2. *The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.* **Agreed.**
3. *Adequate utilities, access roads, drainage and other facilities are being provided.* **Agreed.**
4. *Adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use.* **Agreed.**
5. *Adequate measures will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.* **Agreed.**
6. *Is the Conditional Use Permit consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance?* **Agreed.**
7. *Is the Conditional Use Permit consistent with the Comprehensive Land Use Plan?* **Agreed.**

Motion was made by Pam Tietz to approve the application as requested. Seconded by Don Rynda. Motion approved. Motion carried.

ITEM #4: BLUE SKY DAIRY LLC, COURTLAND, MN, (APPLICANT\OWNER): Request that the County grant a Conditional Use Permit to allow the applicant to expand an existing animal feedlot from 1499.8 animal units to 1505.8 animal units in a Conservancy “C”, Agriculture “A”, and Special Protection District . Property is located in the SW 1/4, Section 26, Cleveland Township.

Kathy Brockway presented power point presentation. Jeff Baumann, Anez Construction, and Steve Smith, co-owner of facility, were present for the application.

TOWNSHIP: Notified through the application process. DNR: no comments LETTERS: none

PUBLIC COMMENT: none

Discussion was held regarding: The facility is under the MPCA State Permit, state inspects the facility, no county inspections, reason for expansion and request for permanent stockpile site, is part of a corrections plan with the MPCA, timeline to complete project is with the MPCA, expansion area is to house calves, manure land applied in the fall, new owners of facility; Steve Smith, Jeff Warektin, Steve Schenta, and Roger Flugal, no complaints on file, Variance granted in May of 2017 to expand a legal non-conforming use.

Findings by majority roll call vote:

1. *The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity. Agreed.*
2. *The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area. Agreed.*
3. *Adequate utilities, access roads, drainage and other facilities have been provided. Agreed.*
4. *Adequate measures have been taken to provide sufficient off-street parking and loading space to serve the proposed use. Agreed.*
5. *Adequate measures will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result. Agreed.*
6. *Is the Conditional Use Permit consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance? Agreed.*
7. *Is the Conditional Use Permit consistent with the Comprehensive Land Use Plan? Agreed.*

Motion was made by Al Gehrke to approve the application as requested. Seconded by Don Rynda Motion approved. Motion carried.

ITEM #5: MANKATO LANDSHAPES, EAGLE LAKE, MN, (APPLICANT); STEVE & ELIZABETH BOOTS, MADISON LAKE, MN, (OWNER): Request that the County grant a Conditional Use Permit to allow grading, excavating, and filling of approximately 12.5 cubic yards of material within a bluff for a bluff stabilization project and stairs in the bluff in a Recreational Residential “RR” District, on a Recreational Development “RD” lake, Lake Washington. Property is located at Lot 4, Block 3, Connors Point Subdivision, Section 7, Washington Township.

Kathy Brockway presented power point presentation. Steve and Elizabeth Boots were present for application.

TOWNSHIP: Notified through the application process, email received stating to objections to the proposal.
DNR: no comments LETTERS: Joshua Mankowski

PUBLIC COMMENT: none

Discussion was held regarding: due to a heavy rain event in 2016 bluff started to erode, control runoff, natural ground cover, construction of a safer stairway to access the lake, working with landscaper and engineer, construction to start as soon as possible if approved in order to control the eroding of the bluff.

Findings by majority roll call vote:

1. *The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity. Agreed.*
2. *The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area. Agreed.*
3. *Adequate utilities, access roads, drainage and other facilities are being provided. Agreed.*

4. *Adequate measures will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result. Agreed.*
5. *Is the Conditional Use Permit consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance? Agreed.*
6. *Is the Conditional Use Permit consistent with the Comprehensive Land Use Plan? Agreed.*

Motion was made by Shirley Katzenmeyer to approve the application with the conditions of Joshua Mankowski, Le Sueur County Resource Specialist.

1. *Use special care to protect holes for footings, keep covered when not actively working on the footings.*
2. *Plant disturbed areas and the Filtrexx Bank Stabilization with native vegetation as discussed.*

Seconded by Don Reak. Motion approved. Motion carried.

Motion was made by Doug Krenik to approve the minutes from the June 8, 2017 meeting. Seconded by Shirley Katzenmeyer. Motion approved. Motion carried.

Discussion: For the record-Pam Tietz, Don Reak and Doug Krenik will not attend the August 10, 2017 meeting due to prior commitments.

Motion to adjourn meeting by Pam Tietz. Seconded by Al Gehrke. Motion approved. Motion carried. Meeting Adjourned.

Respectfully submitted,
Kathy Brockway for
Pam Tietz-PZ Secretary.

*Tape of meeting is on file in the
Le Sueur County Environmental Services Office*

LE SUEUR COUNTY PLANNING AND ZONING COMMISSION
July 25, 2017

TO: LE SUEUR COUNTY BOARD OF COMMISSIONERS
FROM: LE SUEUR COUNTY PLANNING AND ZONING COMMISSION
SUBJECT: "REQUEST FOR ACTION"

The Planning Commission recommends your action on the following items:

ITEM #1: NOVEL ENERGY SOLUTIONS, ROCHESTER, MN, (APPLICANT); VETTER ENTERPRISES LLC, ST PETER, MN, (OWNER): Request an extension for an existing Conditional Use Permit #16155 to allow the applicant to construct a 3MW solar garden in an Agricultural "A" District. Property is located in the SW1/4, Section 16, Kasota Township.

Based on the information submitted by the applicant, as required by the Le Sueur County Zoning Ordinance, the Planning Commission recommends a 1-year extension as requested.

ITEM #2: LONE OAK FARM INC, LE SUEUR, MN, (APPLICANT); GREGORY & JOAN SCHWARZ, LE SUEUR, MN, (OWNER): Request that the County grant a Conditional Use Permit to allow the applicant to expand an existing 444.6 animal unit feedlot to a total of 981 animal unit feedlot in an Agriculture "A" District. Property is located in the NE 1/4 SE 1/4, Section 4 & 9, Sharon Township.

Based on the information submitted by the applicant, as required by the Le Sueur County Zoning Ordinance, the Planning Commission developed the following findings for this request:

Therefore, the Planning Commission recommends approval of the application as written.

ITEM #3: LONE OAK FARM INC, LE SUEUR, MN, (APPLICANT); GREGORY & JOAN SCHWARZ, LE SUEUR, MN, (OWNER): Request that the County grant a Conditional Use Permit to allow grading, excavating, and filling of approximately 18,097 cubic yards of material in an Agriculture "A" District. Property is located in the NE 1/4 SE 1/4, Section 4 & 9, Sharon Township.

Based on the information submitted by the applicant, as required by the Le Sueur County Zoning Ordinance, the Planning Commission developed the following findings for this request:

Therefore, the Planning Commission recommends approval of the application as written.

ITEM #4: BLUE SKY DAIRY LLC, COURTLAND, MN, (APPLICANT/OWNER): Request that the County grant a Conditional Use Permit to allow the applicant to expand an existing animal feedlot from 1499.8 animal units to 1505.8 animal units in a Conservancy "C", Agriculture "A", and Special Protection District. Property is located in the SW 1/4, Section 26, Cleveland Township.

Based on the information submitted by the applicant, as required by the Le Sueur County Zoning Ordinance, the Planning Commission developed the following findings for this request:

Therefore, the Planning Commission recommends approval of the application as written.

ITEM #5: MANKATO LANDSHAPES, EAGLE LAKE, MN, (APPLICANT); STEVE & ELIZABETH BOOTS, MADISON LAKE, MN, (OWNER): Request that the County grant a Conditional Use Permit to allow grading, excavating, and filling of approximately 12.5 cubic yards of material within a bluff for a bluff stabilization project and stairs in the bluff in a Recreational Residential "RR" District, on a Recreational Development "RD" lake, Lake Washington. Property is located at Lot 4, Block 3, Connors Point Subdivision, Section 7, Washington Township.

Based on the information submitted by the applicant, as required by the Le Sueur County Zoning Ordinance, the Planning Commission developed the following findings for this request:

Therefore, the Planning Commission recommends approval of the application with the following conditions:

- 1. Use special care to protect holes for footings, keep covered when not actively working on the footings.*
- 2. Plant disturbed areas and the Filtrex Bank Stabilization with native vegetation as discussed.*

ACTION: ITEM #1: _____
 ITEM #2: _____
 ITEM #3: _____
 ITEM #4: _____
 ITEM #5: _____

DATE: _____

COUNTY ADMINISTRATOR'S SIGNATURE: _____

FINDINGS OF FACT

WHEREAS, LONE OAK FARM INC, LE SUEUR, MN, (APPLICANT); GREGORY & JOAN SCHWARZ, LE SUEUR, MN, (OWNER): has applied for a Conditional Use Permit allow the applicant to expand an existing 444.6 animal unit feedlot to a total of 981 animal unit feedlot in an Agriculture "A" District.

WHEREAS, the Le Sueur County Planning and Zoning Commission held on public hearing on July 13, 2017, in order to hear public testimony from the applicants as well as interested parties pertaining to and as provided by the Zoning Ordinance of Le Sueur County.

WHEREAS, the Le Sueur County Planning and Zoning Commission, acting as an advisory board to the Le Sueur County Board of Commissioners recommends approval of the application due to the following findings:

- 1. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
- 2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
- 3. Adequate utilities, access roads, drainage and other facilities are being provided.*
- 4. Adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use.*
- 5. Adequate measures will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*
- 6. The Conditional Use Permit consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
- 7. The Conditional Use Permit consistent with the Comprehensive Land Use Plan.*

WHEREAS, On July 25, 2017, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners APPROVED/DENIED the Conditional Use Permit application as requested by **LONE OAK FARM INC, LE SUEUR, MN, (APPLICANT); GREGORY & JOAN SCHWARZ, LE SUEUR, MN, (OWNER).**

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the July 25, 2017 Le Sueur County Board meeting in order to protect the public health, safety and general welfare of the citizens of Le Sueur County.

- 1. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
- 2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
- 3. Adequate utilities, access roads, drainage and other facilities are being provided.*
- 4. Adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use.*
- 5. Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*
- 6. The Conditional Use Permit consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*

7. *The Conditional Use Permit consistent with the Comprehensive Land Use Plan.*

BE IT FURTHER RESOLVED, by the Le Sueur County Board of Commissioners that based on the above Findings of Fact, a Conditional Use Permit to allow the applicant to expand an existing 444.6 animal unit feedlot to a total of 981 animal unit feedlot in an Agriculture "A" District. Property is located in the NE 1/4 SE 1/4, Section 4 & 9, Sharon Township, is APPROVED/DENIED.

ATTEST:

Steve Rohlring, Chairman, Le Sueur County Board of Commissioners.

Darrell Pettis, Le Sueur County Administrator

DATE: _____

FINDINGS OF FACT

WHEREAS, LONE OAK FARM INC, LE SUEUR, MN, (APPLICANT); GREGORY & JOAN SCHWARZ, LE SUEUR, MN, (OWNER): has applied for a Conditional Use Permit to allow grading, excavating, and filling of approximately 18,097 cubic yards of material in an Agriculture "A" District.

WHEREAS, the Le Sueur County Planning and Zoning Commission held on public hearing on July 13, 2017, in order to hear public testimony from the applicants as well as interested parties pertaining to and as provided by the Zoning Ordinance of Le Sueur County.

WHEREAS, the Le Sueur County Planning and Zoning Commission, acting as an advisory board to the Le Sueur County Board of Commissioners recommends approval of the application due to the following findings:

- 1. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
- 2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
- 3. Adequate utilities, access roads, drainage and other facilities are being provided.*
- 4. Adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use.*
- 5. Adequate measures will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*
- 6. The Conditional Use Permit consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
- 7. The Conditional Use Permit consistent with the Comprehensive Land Use Plan.*

WHEREAS, On July 25, 2017, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners APPROVED/DENIED the Conditional Use Permit application as requested by **LONE OAK FARM INC, LE SUEUR, MN, (APPLICANT); GREGORY & JOAN SCHWARZ, LE SUEUR, MN, (OWNER).**

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the July 25, 2017 Le Sueur County Board meeting in order to protect the public health, safety and general welfare of the citizens of Le Sueur County.

- 1. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
- 2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
- 3. Adequate utilities, access roads, drainage and other facilities are being provided.*
- 4. Adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use.*
- 5. Adequate measures will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*
- 6. The Conditional Use Permit consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
- 7. The Conditional Use Permit consistent with the Comprehensive Land Use Plan.*

BE IT FURTHER RESOLVED, by the Le Sueur County Board of Commissioners that based on the above Findings of Fact, a Conditional Use Permit Permit to allow grading, excavating, and filling of approximately 18,097 cubic yards of material in an Agriculture "A" District. Property is located in the NE 1/4 SE 1/4, Section 4 & 9, Sharon Township, is APPROVED/DENIED.

ATTEST:

Steve Rohlfing, Chairman, Le Sueur County Board of Commissioners.

Darrell Pettis, Le Sueur County Administrator

DATE: _____

FINDINGS OF FACT

WHEREAS, BLUE SKY DAIRY LLC, COURTLAND, MN, (APPLICANT\OWNER): has applied for a Conditional Use Permit to allow the applicant to expand an existing animal feedlot from 1499.8 animal units to 1505.8 animal units in a Conservancy “C”, Agriculture “A”, and Special Protection District.

WHEREAS, the Le Sueur County Planning and Zoning Commission held on public hearing on July 13, 2017 in order to hear public testimony from the applicants as well as interested parties pertaining to and as provided by the Zoning Ordinance of Le Sueur County.

WHEREAS, the Le Sueur County Planning and Zoning Commission, acting as an advisory board to the Le Sueur County Board of Commissioners recommends approval of the application due to the following findings:

- 1. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
- 2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
- 3. Adequate utilities, access roads, drainage and other facilities are being provided.*
- 4. Adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use.*
- 5. Adequate measures will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*
- 6. The Conditional Use Permit consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
- 7. The Conditional Use Permit consistent with the Comprehensive Land Use Plan.*

WHEREAS, On July 25, 2017, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners APPROVED/DENIED the Conditional Use Permit application as requested by **BLUE SKY DAIRY LLC, COURTLAND, MN, (APPLICANT\OWNER).**

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the July 25, 2017 Le Sueur County Board meeting in order to protect the public health, safety and general welfare of the citizens of Le Sueur County.

- 1. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
- 2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
- 3. Adequate utilities, access roads, drainage and other facilities have been provided.*
- 4. Adequate measures have been provided for sufficient off-street parking and loading space to serve the proposed use.*
- 5. Adequate measures have been taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*
- 6. The Conditional Use Permit consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
- 7. The Conditional Use Permit consistent with the Comprehensive Land Use Plan.*

BE IT FURTHER RESOLVED, by the Le Sueur County Board of Commissioners that based on the above Findings of Fact, a Conditional Use Permit to allow the applicant to expand an existing animal feedlot from 1499.8 animal units to 1505.8 animal units in a Conservancy “C”, Agriculture “A”, and Special Protection District . Property is located in the SW 1/4, Section 26, Cleveland Township, is APPROVE/DENIED.

ATTEST:

Steve Rohlring, Chairman, Le Sueur County Board of Commissioners.

Darrell Pettis, Le Sueur County Administrator

DATE: _____

FINDINGS OF FACT

WHEREAS, MANKATO LANDSHAPES, EAGLE LAKE, MN, (APPLICANT); STEVE & ELIZABETH BOOTS, MADISON LAKE, MN, (OWNER): has applied for a Conditional Use Permit to allow grading, excavating, and filling of approximately 12.5 cubic yards of material within a bluff for a bluff stabilization project and stairs in the bluff in a Recreational Residential “RR” District, on a Recreational Development “RD” lake, Lake Washington.

WHEREAS, the Le Sueur County Planning and Zoning Commission held on public hearing on July 13, 2017 in order to hear public testimony from the applicants as well as interested parties pertaining to and as provided by the Zoning Ordinance of Le Sueur County.

WHEREAS, the Le Sueur County Planning and Zoning Commission, acting as an advisory board to the Le Sueur County Board of Commissioners recommends approval of the application due to the following findings:

1. *With the imposition of the conditions, the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
2. *With the imposition of the conditions, the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
3. *With the imposition of the conditions, adequate utilities, access roads, drainage and other facilities are being provided.*
4. *With the imposition of the conditions, adequate measures will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*
5. *With the imposition of the conditions, the Conditional Use Permit is consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
6. *With the imposition of the conditions, the Conditional Use Permit is consistent with the Comprehensive Land Use Plan.*

WHEREAS, On July 25, 2017, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners APPROVED/DENIED the Conditional Use Permit application as requested by **MANKATO LANDSHAPES, EAGLE LAKE, MN, (APPLICANT); STEVE & ELIZABETH BOOTS, MADISON LAKE, MN, (OWNER).**

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the July 25, 2017 Le Sueur County Board meeting in order to protect the public health, safety and general welfare of the citizens of Le Sueur County.

1. *With the imposition of the conditions, the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
2. *With the imposition of the conditions, the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
3. *With the imposition of the conditions, adequate utilities, access roads, drainage and other facilities are being provided.*
4. *With the imposition of the conditions, adequate measures will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*

5. *With the imposition of the conditions, the Conditional Use Permit is consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
6. *With the imposition of the conditions, the Conditional Use Permit is consistent with the Comprehensive Land Use Plan.*

BE IT FURTHER RESOLVED, by the Le Sueur County Board of Commissioners that based on the above Findings of Fact, a Conditional Use Permit to allow grading, excavating, and filling of approximately 12.5 cubic yards of material within a bluff for a bluff stabilization project and stairs in the bluff in a Recreational Residential “RR” District, on a Recreational Development “RD” lake, Lake Washington. Property is located at Lot 4, Block 3, Connors Point Subdivision, Section 7, Washington Township, is APPROVED/DENIED.

ATTEST:

Steve Rohlfig, Chairman, Le Sueur County Board of Commissioners.

Darrell Pettis, Le Sueur County Administrator

DATE: _____



Le Sueur County, MN

Tuesday, July 25, 2017

Board Meeting

Item 6

10:05 a.m. Judge Vandelist (25 min)

RE: Drug Court Update

Staff Contact:

Le Sueur County, MN

Tuesday, July 25, 2017

Board Meeting

Item 7

10:30 a.m. Darrell Pettis, County Administrator / Engineer

RE: Credit Card request for Molly Trieschman

RE: Transit Resolution

RE: CSAH 3 - 14 Waterville Project Bids

Staff Contact:

South Central Transit Joint Powers Board

2018 Public Transit Grant

Resolved that South Central Transit enters into an Agreement with VINE Faith in Action to provide transportation in Blue Earth, Nicollet, and Le Sueur Counties.

Further resolved that South Central Transit agrees to provide a local share of 15 percent of the total operating cost and 20 percent of the total capital costs.

Further resolved that South Central Transit agrees to provide 100 percent of the local share necessary for expenses that exceed funds available from the State.

Further resolved that South Central Transit authorizes the Chair to execute the aforementioned Agreement and any amendments thereto.

CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by South Central Transit at a duly authorized meeting thereof held on July 11, 2017.

Signature

Date

Notary _____



Le Sueur County, MN

Tuesday, July 25, 2017

Board Meeting

Item 8

Commissioner Committee Reports

Staff Contact:



Le Sueur County, MN

Tuesday, July 25, 2017

Board Meeting

Item 9

Future Meetings

Staff Contact:

Future Meetings July - September 2017

Tuesday, July 25, 2017	Board Meeting, 9:00 a.m.
Tuesday, August 1, 2017	Board Meeting, 9:00 a.m. *CHB Meeting, 1:00 p.m. in Waterville
Tuesday, August 8, 2017	No Board Meeting
Thursday, August 10, 2017	P&Z Meeting, 7:00 p.m. at Environmental Services
Monday, August 14, 2017	Budget Meetings, 8:30 a.m. – 4 p.m.
Tuesday, August 15, 2017	Board Meeting, 9:00 a.m. *Budget meetings to continue after Board Meeting
Thursday, August 17, 2017	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
Tuesday, August 22, 2017	Board Meeting, 9:00 a.m. *ATV, Golf Cart and Mini Truck Ordinance Public Hearing, 10:00 a.m. *Buffer Ordinance Workshop
Thursday, August 24, 2017	Blue Earth – Le Sueur Joint Ditch #15 Public Hearing, 11:00 a.m., Blue Earth County Commissioners Room
Tuesday, August 29, 2017	No Board Meeting
Monday, September 4, 2017	Labor Day, Offices Closed
Tuesday, September 5, 2017	Board Meeting, 9:00 a.m.
Tuesday, September 12, 2017	No Board Meeting
Thursday, September 14, 2017	P&Z Meeting, 7:00 p.m. at Environmental Services
Tuesday, September 19, 2017	Board Meeting, 9:00 a.m. *BKV Work Session
Thursday, September 21, 2017	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
Tuesday, September 26, 2017	Board Meeting, 9:00 a.m.