

BOARD PROCEEDINGS
MARTIN COUNTY BOARD OF COMMISSIONERS
TUESDAY, OCTOBER 17, 2017
@ 9:00 A.M.

The regular meeting of the Martin County Board of Commissioners was called to order at 9:00 a.m. by Chairman Dan Schmidtke. Commissioners present were Flohrs, Belgard, Smith, Schmidtke, and Mahoney. Also present were Scott Higgins, Martin County Coordinator, James Forshee, Martin County Auditor/Treasurer, Terry Viesselman County Attorney, Jason Sorensen, Sentinel Newspaper, Rod Halvorsen, KSUM-KFMC Radio, Julie Walters, Administrative Assistant, and members of staff and public.

The Pledge of Allegiance was recited.

Motion by Commissioner Flohrs, seconded by Commissioner Smith, Be It Resolved that the Martin County Board of Commissioners, hereby approve the agenda for the October 17, 2017, regular Board of Commissioners meeting with the following addition: 5.2 Red Rock Center for the Arts Update. Carried unanimously.

Members of the Martin County Veterans Memorial Committee including Steve Fosness, Chuck Mixson, Gary Reutzel, and Terry Anderson, were present to provide a memorial update to the Board.

Fosness noted that so far for the 18 months that we've been in operation we've achieved 25% of our fundraising and our goal is \$500,000. So far we've installed out at the site a 70 foot flagpole and put up the main entrance sign. The next project within Phase 1 is to put in the foundation for the approximate 70 foot wall and yet this fall we're still planning to put in lighting for the flag and sign. Fosness went on to note the anticipated cost to finish Phase 1 is \$15,000. Fosness also noted the support has been overwhelming.

Commissioner Belgard noted the Martin County Veterans Memorial Committee has not yet made any financial requests from the County and asked if there would be any.

Fosness answered yes, noting he would like to make that request now and that it would not be a continuous thing on the county's budget. It would be a one-time donation and we are requesting \$20,000.

Belgard noted this issue has been contentious in the past because of the Board's inability to help other communities with their memorials, due to those communities not being the County seat. Belgard went on to note he has received calls from some veterans that are for it and some are thinking that it should be self-funded. Belgard also noted I've got no problem at some point making a one-time contribution to it. The initial thing was for a sign for \$20,000. And the other part of this discussion of course is what our real mission for the veterans in this County is; and that is to help Doug (Landsteiner – County Veterans Service Officer) take care of their needs. This memorial is a good endeavor and a wonderful thing to do but a more important thing for us

is to keep financing...you know we put about \$150,000 per year into the Veterans Service Office to actually take care of their needs so we don't want to lose track of that.

Fosness noted the project is the Martin County Veterans Memorial project. That doesn't mean just this site...we donated to the Trimont Memorial and we plan to go ahead when we finish this site to keep raising funds for any other community within Martin County to have a Veterans Memorial.

Schmidtke noted when this group heard the county could not give gravel to the Trimont Memorial...this group wrote a check out to the Trimont Memorial for the gravel.

Anderson noted our main goal is to help other communities and we encourage them to become a part of our group.

The Board thanked the Martin County Veterans Memorial Committee their update.

Sonja Fortune, executive director of Red Rock Center for the Arts, and Jerry Miller, recently elected to the Board of Directors for the Martin County Preservation Association, were present to address the Board regarding the Boards' decision to cut funding to Red Rock in the amount of \$4,050.

Fortune noted I think by now each of you has read the letter that I wrote concerning the intended funding cut. It was not my intention to target the county commissioners. It was to raise awareness that we are losing this funding. As a non-profit we run on a very conservative budget. Anytime we lose anticipated funds we need to reach out in hopes the community will help. The hardest thing about being a non-profit is there are no guarantees. The amount of contributions we receive from year to year is always a guessing game. My apologies to all of you if my intention was misleading. It was not meant to do any harm. We have always been grateful for your support and it really does help a lot. I was able to stop the letter from running in the Photo Press but unfortunately it did run in the Fairmont Sentinel.

Miller noted one of the first things that we have to chase since I joined the operation is setting up next year's budget and while the profit and loss statement you received showed a surplus of \$20,000 last year that doesn't really reflect the improvements that we made to the property including over \$50,000 that we spent on the new parking lot so based on last year's costs of improvements and declining grants and discretionary spending dollars I was dismayed when I was notified about your cut of the \$4,050 that we had hoped would be allocated.

The Board thanked Fortune and Miller for their update.

After review,

By consensus, the Board will reconsider CY2018 Allocation request from Red Rock Center for the Arts.

Terry Viesselman, County Attorney, was present and noted he had nothing new to report.

Kevin Peyman, County Engineer, presented a Highway Department Update including construction continues north of Northrop and heading east toward Faribault County and with any luck paving will finish this week pending good weather; and Joe Burns, our At Large member of the Park Board, will not be serving in 2018 so we will need to replace an At Large member to serve on the Park Board.

Higgins presented the Sheriff's Office recommendation for a step increase based on satisfactory performance evaluation and according to Union Contract for Beau Karge, Corrections Officer with the Martin County Sheriff's Office.

Motion by Commissioner Belgard, seconded by Commissioner Mahoney, Be It Resolved that the Martin County Board of Commissioners, hereby approve and authorize step increase based on satisfactory performance evaluation and according to Union Contract for the following Martin County Sheriff's Office personnel: Beau Karge, Corrections Officer (LELS #115), 3 Year Step at \$23.68/hour, effective November 16, 2017. Carried unanimously.

Steve McDonald, MIS Director, was present and noted that interviews have been completed for an Information Specialist I position; and that McDonald, along with the Personnel Committee, recommend the hire of Paul Luther, contingent upon satisfactory background check(s).

Motion by Commissioner Mahoney, seconded by Commissioner Flohrs, Be It Resolved that the Martin County Board of Commissioners, hereby approve and authorize the hire of Paul Luther, Information Specialist I for the Martin County MIS Office at Grade 11 Step 1 at \$18.41/hour, with a tentative start date of November 1, 2017; and is eligible for benefits as it applies to this position, subject to serving a twelve (12) month probationary period; and is contingent upon background checks that are satisfactory to the County. Carried unanimously.

Rebecca Bentele, Victim Witness Coordinator, presented and reviewed award notice for the FY18 Crime Victim Services Grant in the amount of \$210,000 over a two year period and that the grant requires a match of \$40,478 which will be met with in-kind match (i.e. office space in the Security Building). Bentele noted the contract is effective October 1, 2017, through September 30, 2018, and recommends acceptance of the grant funds.

Motion by Commissioner Belgard, seconded by Commissioner Smith,

R-#36/'17

RESOLUTION
AUTHORIZING EXECUTION OF AGREEMENT

BE IT RESOLVED, that Martin County Victim Services will enter into a cooperative agreement with the Office of Justice Programs in the Minnesota Department of Public Safety.

BE IT FURTHER RESOLVED, that Federal funds for this grant contract are provided under the Victims of Crime Act (VOCA) for the purpose of providing supplemental funding to aid in the provision of direct services to victims of crime. Federal funds for this grant contract are expected in the amount of \$161,910 and are provided for the purpose of providing crime victim services to victims of general crime; and State funds are provided under the Office of Justice Programs (OJP) for the same purpose. State funds for this grant contract are expected in the amount of \$48,090.

BE IT FURTHER RESOLVED, that the grant contract requires a match of \$40,478 which will be met with in-kind match.

BE IT FURTHER RESOLVED, that the State is in need of services to victims of crime; and

BE IT FURTHER RESOLVED, that Scott Higgins, County Coordinator, is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of Martin County

BE IT FINALLY RESOLVED, upon a motion by Commissioner Belgard, and seconded by Commissioner Smith, and unanimously carried,

Said Resolution was adopted this 17th day of October, 2017.

BOARD OF COMMISSIONERS
MARTIN COUNTY, MN

Dan Schmidtke, Board Chair

ATTEST: _____
Scott Higgins, County Coordinator

Roll Call AYES: Commissioners Mahoney, Flohrs, Smith, Belgard, and Schmidtke. NAYS: None. Resolution duly passed and adopted this 17th day of October, 2017.

Michael Forstner, Martin County Drainage Administrator, was present to recommend setting a Public Hearing date of December 7, 2017, at 3:00 p.m., for Petition to be removed from CD #56.

Motion by Commissioner Flohrs, seconded by Commissioner Smith, Be It Resolved that the Martin County Board of Commissioners, acting as the Drainage Authority for Martin County, hereby sets the date of December 7, 2017, at 3:00 p.m. for Petition to be removed from CD #56. Carried unanimously.

Forstner recommends setting a Public Hearing date of December 7, 2017, at 3:45 p.m. for Petition to be removed from JD #99.

Motion by Commissioner Mahoney, seconded by Commissioner Belgard, Be It Resolved that the Martin County Board of Commissioners, acting as the Drainage Authority for Martin County, hereby sets the date of December 7, 2017, at 3:45 p.m. for Petition to be removed from JD #99. Carried unanimously.

Kyle Sammons, Engineer with I&S Group, reviewed a site map and information pertaining to mislaid pipe for the JD #51 Improvement Project. The solid black line through the Palmer property...that is the existing in-place new 36" mainline pipe so it would be on the west side of the road. A portion of that, from intake to intake, is laid incorrectly. The intakes are where they are supposed to be...those are at the correct level...somewhere through the middle of that it went too steep and the contractor on their own regard flattened it out and it ended up going backwards. So there is a hump in the middle. We told the contractor to rip it out and fix it. They said they would. At the end of the project we told them that it would be better to do it now and not come back because we feared this would happen where they wouldn't come back right away. We have not paid them from Drop Intake M4 through Drop Intake M5 and I think a little bit beyond that.

Sammons noted in front of you today are a couple of options. The engineer is still telling the contractor they need to replace that pipe. We will not certify that pipe is good as it is not laid correctly per our specifications. However, the landowners are saying that they would not like the contractor to come back in that area...it is twice digging up the land, they've already put inputs back in, fertilizer, and they'd like to farm it. Sammons presented the two options:

Option No. 1: is obviously to replace the 36" right next to the old one. We would rather that it not be in the exact same trench. We could try to tear the pipe out and reuse it but it is not going to be pretty and it won't really work that well. So the red line that you see on the map would be that option to replace that 36" pipe and they would connect to an existing and the existing is in satisfactory shape.

Option No. 2: is the green line that runs on the east side of the road in the Larson property. It would hook up to the in place new 36" mainline pipe on the west side of 270th Avenue, it would cross the road, and we'd install an intake on the other side that Kent (Larson) asked for anyway. We'd run parallel to what is the old mainline pipe which is now Branch F outlet/extension. It would cross the old mainline pipe on the Larson property. We would connect up the existing in-place Branch F to this new 24 inch mainline pipe and then we'd cross back across the road and hook up into that intake which would be Intake D M5. Now we would hook up to D M5 higher than invert of the intake. This pipe would serve as a secondary overflow if water ever completely fills up that 36 inch pipe.

Sammons went on to note I was talking to the attorney for the Palmer property to make sure that we have sufficient capacity to handle both Branch F and overflow from the mainline we would make sure that there is plenty of grade on this 24 inch pipe on the Larson property probably closer to a .75 drainage coefficient as compared to a .5 on the Palmer property and the rest of JD #51.

Sammons also noted like I said the contractor hasn't been paid for the 36 inch pipe from Intake to Intake. We would...if they would install...either way we would then pay them for the 36 inch pipe. If you want to compare based on their bid price it is going to cost them probably about...we owe them right around \$65,000 for the pipe between intakes. If they were to instead do the 24 inch on the other side it is roughly about \$40,000 to \$45,000 per their bid price. They would still get paid that 36 inch bid price...that's how it was bid out...but we would allow them to kind of give us a supplemental tile to replace the old main on the other side. Sammons noted our recommendation is the contractor still needs to replace the 36 inch pipe. We are open to either option.

Bruce Krahmer, Attorney for the Palmers, was present and noted the Palmers would prefer not to have them dig that area up again. The original cut it took a twenty-five foot slice out of the whole hill to have a place where they could put this in. If they replace this west of it, it is going to be even deeper yet because the hill is going upward to the west. I think the purpose originally was to not cross the road with the 36 inch pipe with two crossings and whatever the expenses were; but, to disturb it this way again on the west side...we'd prefer not to do that. Krahmer also noted that Larson is acceptable to having the tile go through there...he doesn't want to have a huge volume of water coming from the mainline into his property across the road and he wants to have his capacity as designed for Branch F and with this increased tile as I understand from the engineers will maintain their capacity for Branch F as well as handling the mainline bypass.

After further discussion,

Motion by Commissioner Belgard, seconded by Commissioner Flohrs, Be It Resolved that the Martin County Board of Commissioners, acting as the Drainage Authority for Martin County, hereby approve and direct county staff to meet with landowners, contractor, Center Creek Township officials, Kurt Deter, legal counsel for the Board, legal counsel for landowners, and ISG engineer, to discuss option(s) for replacement of mislaid pipe on the JD #51 Improvement Project; and to authorize replacement of the mislaid pipe upon unanimous decision by all parties involved. Carried unanimously.

Bill Fahey, Northland Securities (County Finance Consultant), was present to update the Board regarding changes in the amount of General Obligation Drainage Ditch Bonds, Series 2017A noting that due to reductions in construction costs (\$372,482.70) and prepayments (\$724,558.35) the bond amount is now down to \$4,900,000.00.

Higgins presented Health Administrative Agreements for Prairieland and Prairie Lakes Transit Joint Powers Boards which reflect an increase in the administration charge for staff time to administer the benefits for the Joint Powers Boards that offer the county benefits to their employees. Higgins noted it is proposed to amend the fee amount for Prairieland from \$9,111.43 to \$9,813.10 (annual increase of \$701.67) for 2018; and that the Coordinator's Office has not yet received the increase calculations for Prairie Lakes Transit. Higgins recommends the amendments to the Health Administrative Agreements reflecting an annual increase in the administration charge for both the Prairieland and Prairie Lakes Transit Joint Powers Boards.

After discussion,

Motion by Commissioner Flohrs, seconded by Commissioner Smith, Be It Resolved that the Martin County Board of Commissioners, hereby deny service CY2018 fee increase Amendment(s) to the Joint Powers Agreement with the Faribault and Martin Counties Transit Board and Prairieland Joint Powers Board for administering employee benefits. Carried unanimously.

Higgins noted the County offers its retirees a supplemental Group Medicare coverage with Rx Plan. Higgins went on to note we have received the renewal for the Group Plan effective January 1, 2018. Higgins also noted monthly premiums for the renewal of the Group Platinum Blue Plan A and Group Medicare Blue Rx has increased \$29.00 per month for the plan. County staff has reviewed and recommends approval.

Motion by Commissioner Mahoney, seconded by Commissioner Belgard, Be It Resolved that the Martin County Board of Commissioners, hereby approve the Group Platinum Blue Plan A and Group Medicare Blue Rx renewal for its retirees, effective January 1, 2018. Carried unanimously.

Higgins noted the 2017 Annual Meeting of the Minnesota Counties Intergovernmental Trust (MCIT) will be held on Monday, December 4, 2017, at 4:00 p.m. during the Association of Minnesota Counties (AMC) Annual Conference in St. Cloud, Minnesota. Higgins went on to note an election will be held for one seat on the MCIT Board of Directors and MCIT by-laws provide for the designation of official voting delegates and alternates. Martin County's two current delegates are Commissioner Elliot Belgard and James Forshee, Auditor/Treasurer.

Motion by Commissioner Smith, seconded by Commissioner Flohrs, Be It Resolved that the Martin County Board of Commissioners, hereby confirm the 2017 Minnesota Counties Intergovernmental Trust Voting Delegate, Commissioner Elliot Belgard, and Voting Alternate, James Forshee, Auditor/Treasurer, to the 2017 Annual Meeting of the Minnesota Counties Intergovernmental Trust to be held Monday, December 4, 2017, at 4:00 p.m. in St. Cloud, Minnesota. Carried unanimously.

Forshee noted as part of the Riparian Aid (Buffer) money received through the State of Minnesota for buffer enforcement, it has been discussed that the Drainage Office receives a portion of the Aid money for the buffer enforcement on Drainage Ditches. The total amount of Buffer Aid to the County for 2017 is \$138,171; and in 2018 it is projected the County will receive \$172,714 in Buffer Aid. Therefore, based on the footage of drainage systems and shoreland footage, Drainage Ditches represents 33% and the Public Waters represents 67% of the linear footage. Based on this formula it is request that the Drainage Office, having 33% of the total footage of buffers, be allocated \$45,596 for the year.

Motion by Commissioner Belgard, seconded by Commissioner Flohrs, Be It Resolved that the Martin County Board of Commissioners, based on the total linear footage of drainage ditches and shoreland in the County, hereby approve the allocation of the Annual Riparian Aid (Buffer) from the State of Minnesota, that 33% of the Buffer Aid be allocated to the Martin County Drainage Office in the amount of \$45,596 for CY2017. Carried unanimously.

The Board reviewed warrants to be paid October 17, 2017.

Motion by Commissioner Mahoney, seconded by Commissioner Belgard, Be It Resolved that the Martin County Board of Commissioners, hereby approve bills to be paid on October 17, 2017, as presented; and includes the Martin County Highway Department and Drainage bills as presented. Carried unanimously.

Warrants received and paid October 17, 2017, are registered on file in the Auditor/Treasurer's Office as follows:

Revenue Fund – Warrants Approved October 17, 2017	\$141,420.83
Martin County Economic Development Fund	\$ 2,628.43
Solid Waste Management Fund	\$ 33,729.99
Law Library Fund	\$ 21.82
Recorder's Compliance Fund	\$ 2,325.00
Ind. Sewage Treatment System Loan Fund	\$ 12,096.22
Building – CIP – Fund	\$ 28,485.96
Bank Building Fund	\$ 9,851.98
Refunding Fund	\$ 400.00
Total	\$230,960.23
Road and Bridge Funds Totaled	\$ 48,526.88
Martin County Ditch Funds Totaled	\$749,666.00

The Board reviewed reports and announcements including Racial Justice Series: Promoting Community Conservations – South Central Service Coop; NACO Participation & Membership Benefits Report; and Notice of Vote to Amend Minnesota Counties Intergovernmental Trust (MCIT) Joint Powers Agreement.

Commissioners reviewed their calendars of previous and upcoming meetings and activities: October 3, 2017 – Martin County Broadband Committee meeting; October 4, 2017 – Human Services Executive Board meeting, F-M Joint Transit Executive Board meeting, AMC-SWCD Funding meeting, South Central EMS meeting in Eagle Lake, Minnesota, and Martin County Veterans Memorial Committee meeting; October 5, 2017 – Tour of Manufacturing Facilities at Crown Tonka in Winnebago, Minnesota; October 6, 2017 – Flu Vaccination Clinic at Highway Department and Courthouse; October 9, 2017 – In Service Day; October 10, 2017 – Library Board meeting; October 11, 2017 – Adversity Training, Park Board meeting at 4:30 p.m., Bureau 14 meeting, and Region 9 quarterly meeting; October 12, 2017 – Soil and Water meeting, Interviews for Youth Intervention and Prevention Coordinator; October 13, 2017 – Prairieland meeting and F-M Joint Transit meeting; October 16, 2017 – Building Committee meeting, Healthy Youth meeting at the Holiday Inn in Fairmont, Minnesota, and CVB Strategic Planning Session; October 17, 2017 – regular Board of Commissioners meeting at 9:00 a.m., Audit Exit Interview with State Auditors at 11:00 a.m.; October 18, 2017 – Human Services Full Board meeting in Blue Earth, Minnesota, Justice Center Study meeting with Wold Architects; October

19, 2017 – Traverse de Sioux Library meeting, Employee Benefit Re-enrollment meetings; October 24, 2017 – Planning and Zoning meeting at 5:30 p.m.; October 25, 2017 – Community Conversations Event at Southern Minnesota Educational Campus in Fairmont, Minnesota at 10:00 a.m., and CVB meeting; October 30, 2017 – Open bids on the bonds for the Ditches; October 31, 2017 – Board meets to award the bids and the bonds at 10:00 a.m. in the Commissioners meeting room – Martin County Courthouse; November 1, 2017 – AMC Regional Meeting at the Nicollet Conservation Club in Nicollet, Minnesota, and Martin County Veterans Memorial Committee meeting; November 6, 2017 – regular Martin County EDA meeting at 5:15 p.m.; November 7, 2017 – Extension Committee meeting at 8:00 a.m., and regular Board of Commissioners meeting at 9:00 a.m.

Motion by Commissioner Flohrs, seconded by Commissioner Mahoney, Be It Resolved that the Martin County Board of Commissioners, acting as the Drainage Authority for Martin County, hereby sets a Special Meeting for G.O. Ditch Bond Award on Tuesday, October 31, 2017, at 10:00 a.m. in the Commissioners Meeting Room – First Floor – Martin County Courthouse.

The Board recessed at 10:42 a.m.

The Board reconvened at 1:50 p.m.

Commissioners present were Steve Flohrs, Tom Mahoney, Kathy Smith, and Elliot Belgard. Chairman Schmidtke was absent. Also present were James Forshee, Martin County Auditor/Treasurer, Scott Higgins, County Coordinator, Bill Fahey, Northland Securities (County Finance Consultant), Michael Forstner, and Julie Walters.

Vice Chair Mahoney introduced Resolution #35/'17 providing for the Issuance and Sale of Approximately \$4,900,000 General Obligation Drainage Ditch Bonds, Series 2017A.

Fahey noted we have finally awarded all of the construction contracts, adjusted the total construction costs by prepayments and the lowering of some of the construction costs we now have a net balance of \$4,900,000; so the sale of the bonds will fund \$4,900,000. There is an exhibit attached to this resolution called Notice of Sale and that is at the same \$4,900,000.

Motion by Commissioner Flohrs, seconded by Commissioner Belgard,

Extract of Minutes of Meeting
of the Board of Commissioners of
Martin County, Minnesota

Pursuant to due call and notice thereof a regular meeting of the Board of Commissioners of Martin County, Minnesota, was held at the Courthouse in the City of Fairmont, Minnesota on Tuesday, October 17, 2017, commencing at 9:00 a.m.

The following commissioners were present: Schmidtke, Flohrs, Belgard, Mahoney, Smith.

and the following were absent: None.

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The following resolution was presented by Commissioner Flohrs who moved its adoption:

RESOLUTION NO. R-#35/'17

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF APPROXIMATELY \$4,900,000 GENERAL OBLIGATION DRAINAGE DITCH BONDS, SERIES 2017A

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

1. Background. It is hereby determined that:

(a) The County is authorized by Minnesota Statutes, Chapters 103E and 475, as amended, specifically Section 103E.635, as amended (collectively, the "Act"), to issue general obligation bonds to finance the County's allocable share of costs in connection with the construction, improvement or repair of a drainage system. The County Board has determined to issue general obligation drainage ditch bonds in the approximate aggregate principal amount of approximately \$4,900,000 to finance construction or repair of certain drainage ditches in the County, as described below.

(b) As authorized by the Act, contracts have been awarded or will be awarded for the construction, improvement or repair of drainage ditch systems for Judicial Ditches 2, 38, 20, 314, and 414 and County Ditch 350 (collectively, the "Improvements"), and assessments have been or will be levied for the Improvements.

(c) It is necessary and expedient to the sound financial management of the affairs of the County to issue its General Obligation Drainage Ditch Bonds, Series 2017A (the "Bonds"), in the proposed aggregate principal amount of \$4,900,000, pursuant to the Act, to provide financing for the Improvements.

(d) The County is authorized by Minnesota Statutes Section 475.60, subdivision 2(9) to negotiate the sale of the Bonds, it being determined that the County has retained an independent financial advisor in connection with such sale. The actions of the County staff and the County's municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all respects.

2. Sale of Bonds. To finance the Improvements, the County will therefore issue and sell Bonds in the proposed aggregate principal amount of \$4,900,000, which amount is subject to adjustment in accordance with the Notice of Sale. The Bonds will be issued, sold and delivered in accordance with the terms of the Notice of Sale attached as Exhibit A.

3. Authority of Municipal Advisor. Northland Securities, Inc. is authorized and directed to advertise the Bonds for sale in accordance with the Notice of Sale. The Board of Commissioners will meet at 10:00 a.m. on Tuesday, October 31, 2017, to consider proposals on the Bonds and take any other appropriate action with respect to the Bonds.

4. Authority of Bond Counsel. The law firm of Kennedy & Graven, Chartered, as bond counsel for the County, is authorized to act as bond counsel and to assist in the preparation and review of necessary documents, certificates and instruments relating to the Bonds. The officers, employees and agents of the County are hereby authorized to assist Kennedy & Graven, Chartered in the preparation of such documents, certificates, and instruments.

5. Covenants. In the resolution awarding the sale of the bonds, the Board of Commissioners will set forth the covenants and undertakings required by the Act.

6. Official Statement. In connection with the sale of the Bonds, the officers or employees of the County are authorized and directed to cooperate with Northland Securities, Inc. and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the County upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner Mahoney, and upon vote being taken thereon the following members voted in favor of the motion: Commissioners Smith, Belgard, Flohrs & Mahoney.

and the following voted against: None;

whereupon the resolution was declared duly passed and adopted.

Board Chair

ATTEST:

County Auditor

STATE OF MINNESOTA)
)
COUNTY OF MARTIN)

I, the undersigned, being the duly qualified and acting County Auditor/Treasurer of Martin County, Minnesota, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the Board of Commissioners of the County held on Tuesday, October 17, 2017, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes, insofar as they relate to the issuance and sale of approximately \$4,900,000 General Obligation Drainage Ditch Bonds, Series 2017A of the County.

WITNESS My hand as County Auditor/Treasurer and the corporate seal of the County this 17th day of October, 2017.

(SEAL)

County Auditor/Treasurer
Martin County, Minnesota

EXHIBIT A

NOTICE OF SALE

\$4,900,000*

GENERAL OBLIGATION DRAINAGE DITCH BONDS, SERIES 2017A

MARTIN COUNTY, MINNESOTA

(Book-Entry Only)

NOTICE IS HEREBY GIVEN that these Bonds will be offered for sale according to the following terms:

TIME AND PLACE

Proposals will be opened by the County Auditor/Treasurer, or designee, on Monday, October 30, 2017, at 11:30 A.M. Central Time, at the offices of Northland Securities, Inc., 45 South 7th Street, Suite 2000, Minneapolis, Minnesota 55402. Consideration of the proposals for award of the sale will be by the Board or its designees on Tuesday, October 31, 2017 at 10:00 A.M. Central Time.

SUBMISSION OF PROPOSALS

Proposals may be:

- a) submitted to the office of Northland Securities, Inc.;
- b) faxed to Northland Securities, Inc. at (612) 851-5918;
- c) for proposals submitted prior to the sale, the final price and coupon rates may be submitted to Northland Securities, Inc. by telephone at (612) 851-4945; or
- d) submitted electronically.

Notice is hereby given that electronic proposals will be received via PARITY™, in the manner described below, until 11:30 A.M., Central Time, on October 30, 2017. Bids may be submitted electronically via PARITY™ pursuant to this Notice until 11:30 A.M., Central Time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY™ conflict with this Notice, the terms of this Notice shall control. For further information about PARITY™, potential bidders may contact Northland Securities, Inc. or Ipreo® at 1359 Broadway, 2nd floor, New York, NY 10018, telephone (212) 849-5021.

Neither the County nor Northland Securities, Inc. assumes any liability if there is a malfunction of PARITY™. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the County to purchase the Bonds regardless of the manner in which the proposal is submitted.

* The County reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread.

BOOK-ENTRY SYSTEM

The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. The Bonds will be issued in fully registered form and one bond certificate, representing the aggregate principal amount of the bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of Depository Trust Company (“DTC”), New York, New York, which will act as securities depository of the Bonds.

Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the County through Northland Trust Services, Inc., Minneapolis, Minnesota (the “Paying Agent/Registrar”), to DTC, or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The successful proposal maker, as a condition of delivery of the Bonds, will be required to deposit the bond certificates with DTC. The County will pay reasonable and customary charges for the services of the Paying Agent/Registrar.

DATE OF ORIGINAL ISSUE OF BONDS

Date of Delivery (estimated to be November 28, 2017)

AUTHORITY/PURPOSE/SECURITY

The Bonds are being issued pursuant to Minnesota Statutes, Chapters 475 and 103E, as amended. Proceeds will be used to finance repairs and improvements to Judicial Ditch 2, Judicial Ditch 38, Judicial Ditch 20, Judicial Ditch 314, Judicial Ditch 414 and County Ditch 350 and to pay costs associated with the Bond issuance. The Bonds are valid and binding general obligations of the County payable from special assessments against benefitted properties. The full faith and credit of the County is pledged to their payment and the County has validly obligated itself to levy ad valorem taxes in the event of any deficiency in the debt service account established for this issue.

INTEREST PAYMENTS

Interest is due semiannually on June 15 and December 15, commencing June 15, 2018, to registered owners of the Bonds appearing of record in the bond register as of the close of business on the first (1st) day (whether or not a business day) of the calendar month of such interest payment date.

MATURITIES

Principal is due annually on December 15, inclusive, in each of the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2018	\$115,000	2025	\$275,000	2032	\$265,000
2019	275,000	2026	270,000	2033	265,000
2020	275,000	2027	265,000	2034	185,000
2021	280,000	2028	260,000	2035	185,000
2022	280,000	2029	260,000	2036	125,000
2023	275,000	2030	260,000	2037	125,000
2024	275,000	2031	260,000	2038	125,000

Proposals for the Bonds may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above.

INTEREST RATES

All rates must be in integral multiples of 1/20th or 1/8th of 1%. *The dollar price of the callable maturities, 2026 through 2038, shall not exceed a maximum price of 103.00%.* All bonds of the same maturity must bear a single uniform rate from date of issue to maturity.

ESTABLISHMENT OF ISSUE PRICE (HOLD-THE-OFFERING-PRICE RULE MAY APPLY – BIDS NOT CANCELLABLE)

The winning bidder shall assist the County in establishing the issue price of the Bonds and shall execute and deliver to the County at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the County and Bond Counsel. All actions to be taken by the County under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the County by the County’s Municipal Advisor and any notice or report to be provided to the County may be provided to the County’s Municipal Advisor.

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

- (1) the County shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the County may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the County anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that the competitive sale requirements are not satisfied, the County shall promptly so advise the winning bidder. The County may then determine to treat the initial offering price to the public as of the award date of the Bonds as the issue price of each maturity by imposing on the winning bidder the Hold-the-Offering-Price Rule as described in the following paragraph (the “Hold-the-Offering-Price Rule”). Bids will **not** be subject to cancellation in the event that the County determines to apply the Hold-the-Offering-Price Rule to the Bonds. **Bidders should prepare their bids on the assumption that the Bonds will be subject to the Hold-the-Offering-Price Rule in order to establish the issue price of the Bonds.**

By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the “Initial Offering Price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the Hold-the-Offering-Price Rule shall apply to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the award date for the Bonds and ending on the **earlier** of the following:

- (1) the close of the fifth (5th) business day after the award date; or

- (2) the date on which the underwriters have sold at least 10% of a maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public (the “10% Test”), at which time only that particular maturity will no longer be subject to the Hold-the-Offering-Price Rule.

The County acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the Hold-the-Offering-Price Rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the Hold-the-Offering-Price Rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the Hold-the-Offering-Price Rule, as set forth in the retail distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the Hold-the-Offering-Price Rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the Hold-the-Offering-Price Rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Notes: Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (1) “public” means any person other than an underwriter or a related party,
- (2) “underwriter” means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public).
- (3) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation or another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (4) “sale date” means the date that the Bonds are awarded by the County to the winning bidder.

ADJUSTMENTS TO PRINCIPAL AMOUNT AFTER PROPOSALS

The County reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread. Such adjustments shall be made promptly after the sale and prior to award of bids by the County and shall be at the sole discretion of the County.

The successful bidder may not withdraw or modify its bid once submitted to the County for any reason, including post bond adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

OPTIONAL REDEMPTION

The Bonds are subject to redemption and prepayment at the option of the County on December 15, 2025 (2026 through 2038 maturities), and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part. If redemption is in part, the maturity and the principal amounts within each maturity to be redeemed shall be determined by the County and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Notice of redemption shall be given by registered mail to the registered owners of the Bonds not less than 30 days prior to such redemption date.

CUSIP NUMBERS

If the Bonds qualify for assignment of CUSIP numbers, such numbers will be printed on the bonds, but neither the failure to print such numbers on any bond, nor any error with respect thereto, shall constitute cause for a failure or refusal by the successful bidder thereof to accept delivery of and pay for the bonds in accordance with terms of the purchase contract. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the successful bidder.

DELIVERY

Within forty days after award subject to approving legal opinion by Kennedy & Graven, Chartered, Bond Counsel. Legal opinion will be paid by the County and delivery will be anywhere in the continental United States without cost to the successful bidder at DTC.

TYPE OF PROPOSAL

Proposals of not less than \$4,836,300 (98.70%) and accrued interest on the principal sum of \$4,900,000 must be filed with the undersigned prior to the time of sale. Proposals must be unconditional except as to legality. Proposals for the Bonds should be delivered to Northland Securities, Inc. and addressed to:

James Forshee, County Auditor/Treasurer
201 Lake Avenue
Fairmont, Minnesota 56031

A good faith deposit (the "Deposit") in the amount of \$98,000 in the form of a federal wire transfer (payable to the order of the County) is only required from the apparent winning bidder, and must be received within two hours after the time stated for the receipt of bids. The apparent winning bidder will receive notification of the wire instructions from the Municipal Advisor promptly after the sale. If the Deposit is not received from the apparent winning bidder in the time allotted, the County may choose to reject their bid and then proceed to

offer the Bonds to the next lowest bidder based on the terms of their original bid, so long as said bidder wires funds for the Deposit amount within two hours of said offer.

The County will retain the Deposit of the successful bidder, the amount of which will be deducted at settlement and no interest will accrue to the successful bidder. In the event the successful bidder fails to comply with the accepted proposal, said amount will be retained by the County. No proposal can be withdrawn after the time set for receiving proposals unless the meeting of the County scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis. The County's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Bonds will be awarded by lot. The County will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal which the County determines to have failed to comply with the terms herein.

INFORMATION FROM SUCCESSFUL BIDDER

The successful bidder will be required to provide, in a timely manner, certain information relating to the initial offering price of the Bonds necessary to compute the yield on the Bonds pursuant to the provisions of the Internal Revenue Code of 1986, as amended.

OFFICIAL STATEMENT

By awarding the Bonds to any underwriter or underwriting syndicate submitting a proposal therefor, the County agrees that, no more than seven business days after the date of such award, it shall provide to the senior managing underwriter of the syndicate to which the Bonds are awarded, the Final Official Statement in an electronic format only as prescribed by the Municipal Securities Rulemaking Board (MSRB).

FULL CONTINUING DISCLOSURE

The County will covenant in the resolution awarding the sale of the Bonds and in a Continuing Disclosure Undertaking to provide, or cause to be provided, annual financial information, including audited financial statements of the County, and notices of certain material events, as required by SEC Rule 15c2-12.

BANK QUALIFICATION

The County will designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BOND INSURANCE AT UNDERWRITER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the successful bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the successful bidder of the Bonds. Any increase in the costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the successful bidder, except that, if the County has requested and received a rating on the Bonds from a rating agency, the County will pay that rating fee. Any other rating agency fees shall be the responsibility of the successful bidder. Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the successful bidder shall not constitute cause for failure or refusal by the successful bidder to accept delivery on the Bonds.

The County reserves the right to reject any and all proposals, to waive informalities and to adjourn the sale.

Dated: October 17, 2017

BY ORDER OF THE MARTIN COUNTY
BOARD

/s/ James Forshee
County Auditor/Treasurer

Additional information may be obtained from:

Northland Securities, Inc.

45 South 7th Street

Suite 2000

Minneapolis, Minnesota 55402

Telephone No.: (612) 851-5900

EXHIBIT A

FORM OF CERTIFICATE OF PURCHASER – HOLD THE OFFERING PRICE APPLIED

_____, 2017

The undersigned, for and on behalf of [NAME OF PURCHASER/REPRESENTATIVE] (the [“Purchaser”] [“Representative,” on behalf of itself and other underwriters listed below (collectively, the “Underwriting Group”)], with respect to the sale and issuance of the General Obligation Drainage Ditch Bonds, Series 2017A (the “Bonds”), by Martin County, Minnesota (the “Issuer”), in the original aggregate principal amount of \$4,900,000, certifies as follows:

1. Initial Offering Price for the Bonds.

(a) The [Purchaser] [Underwriting Group] offered each Maturity of the Bonds to the Public for purchase at the respective initial offering prices listed in EXHIBIT A attached hereto (the “Initial Offering Prices”). A copy of the pricing wire or equivalent communication for the Bonds is attached hereto as EXHIBIT A. Capitalized terms used herein that are otherwise not defined shall have the meanings assigned to such terms in Section 5 hereof.

(b) As set forth in the Notice of Sale and the bid award, the [Purchaser has] [members of the Underwriting Group have] agreed in writing that, (i) for each Maturity of the Bonds, [it] [they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “Hold-the-Offering-Price Rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the Hold-the-Offering-Price Rule. Pursuant to such agreement, no Underwriter has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

2. Purchase Price. The [Purchaser] [Representative] acknowledges that it is purchasing the Bonds for an aggregate purchase price of \$ _____ (par amount of Bonds of \$6,130,000, plus original issue premium of \$ _____, less original issue discount of \$ _____, less [a Purchaser’s] [an underwriter’s] discount of \$ _____), plus accrued interest in the amount of \$ _____.

3. Receipt of Bonds. The undersigned hereby acknowledges receipt of \$6,130,000 in original aggregate principal amount of the Bonds from the Issuer, fully executed and authenticated. [The [Purchaser] [Representative] has paid to [NAME OF INSURER] the sum of \$ _____ as a premium for an insurance policy for the Bonds.]

4. Representations. The representations set forth in this Certificate of Purchaser (the “Certificate”) are limited to factual matters only. Nothing in this Certificate represents the interpretation by the [Purchaser] [Representative] of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder. The undersigned understands that the foregoing information will be relied upon by: (i) the Issuer with respect to certain of the representations set forth in a tax certificate of the Issuer executed on the date hereof with respect to compliance with the federal income tax rules affecting the Bonds; and (ii) Kennedy & Graven, Chartered, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Information Return for Tax-Exempt Governmental Obligations, Form 8038-G (Rev. September 2011), and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

5. Defined Terms.

(a) "Holding Period" means, with respect to each Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the [Purchaser has] [Underwriters have] sold at least ten percent (10%) of such Maturity to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(b) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) "Public" means any person (including an individual trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this Certificate generally means any two or more persons who have greater than fifty percent (50%) common ownership, directly or indirectly.

(d) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is October 31, 2017.

(e) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

IN WITNESS WHEREOF, the undersigned officer has executed this Certificate of Purchaser as of the date and year first written above.

[PURCHASER] [REPRESENTATIVE]

By _____

Name _____

Its _____

[Account Members:]

FORM OF CERTIFICATE OF PURCHASER – COMPETITIVE SALE SATISFIED

_____, 2017

The undersigned, for and on behalf of [NAME OF PURCHASER/REPRESENTATIVE] (the [“Purchaser”] [“Representative,” on behalf of itself and other underwriters listed below (collectively, the “Underwriting Group”)], with respect to the sale and issuance of the General Obligation Drainage Ditch Bonds, Series 2017A (the “Bonds”), issued by Martin County, Minnesota (the “Issuer”), in the original aggregate principal amount of \$4,900,000, certifies as follows:

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Purchaser are the prices listed in EXHIBIT A attached hereto (the “Expected Offering Prices”). The Expected Offering Prices are the prices of the Maturities of the Bonds used by the [Purchaser] [Underwriting Group] in formulating its bid to purchase the Bonds. Attached hereto as EXHIBIT B is a true and correct copy of the bid provided by the [Purchaser] [Underwriting Group] to purchase the Bonds and the supporting pricing wire or equivalent communication prepared by the [Purchaser] [Underwriting Group].

(b) The [Purchaser] [Underwriting Group] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the [Purchaser] [Underwriting Group] constituted a firm offer to purchase the Bonds.

(d) Capitalized terms that are used herein that are otherwise not defined shall have the meanings assigned to such terms in Section 5 hereof.

2. Purchase Price. The [Purchaser] [Representative] acknowledges that it is purchasing the Bonds for an aggregate purchase price of \$ _____ (par amount of Bonds of \$ _____, plus original issue premium of \$ _____, less original issue discount of \$ _____, less [a Purchaser’s] [an underwriter’s] discount of \$ _____), plus accrued interest in the amount of \$ _____.

3. Receipt of Bonds. The undersigned hereby acknowledges receipt of \$ _____ in original aggregate principal amount of the Bonds from the Issuer, fully executed and authenticated. [The [Purchaser] [Representative] has paid to [NAME OF INSURER] the sum of \$ _____ as a premium for an insurance policy for the Bonds.]

4. Representations. The representations set forth in this Certificate of Purchaser (the “Certificate”) are limited to factual matters only. Nothing in this Certificate represents the interpretation by the [Purchaser] [Representative] of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder. The undersigned understands that the foregoing information will be relied upon by: (i) the Issuer with respect to certain of the representations set forth in a tax certificate of the Issuer executed on the date hereof with respect to compliance with the federal income tax rules affecting the Bonds; and (ii) Kennedy & Graven, Chartered, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Information Return for Tax-Exempt Governmental Obligations, Form 8038-G (Rev. September 2011), and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

5. Defined Terms.

(a) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes hereof generally means any two or more persons who have greater than fifty percent (50%) common ownership, directly or indirectly.

(c) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is October 31, 2017.

(d) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

IN WITNESS WHEREOF, the undersigned officer has executed this Certificate of Purchaser as of the date and year first written above.

[PURCHASER] [REPRESENTATIVE]

By _____

Name _____

Its _____

[Account Members:]

Roll Call AYES: Commissioners Smith, Belgard, Flohrs, and Mahoney. NAYS: None. Chairman Schmidtke was absent. Resolution duly passed and adopted this 17th day of October, 2017.

With no further business to wit, Board Vice Chair adjourned the meeting at 1:54 p.m.

BOARD OF COMMISSIONERS
MARTIN COUNTY, MN

Dan Schmidtke, Board Chair

ATTEST: _____
Scott Higgins, County Coordinator