

Notice & Agenda

Swift County Board of Commissioners

Tuesday, July 18, 2017

11:00 AM

Benson City Council Chambers – 1410 Kansas Ave, Benson, MN

If you need any type of accommodation to participate in this meeting, please contact the County Administrator at 320-314-8399 at least 48 hours prior to the meeting. Times are only estimates and items may be taken out of order.

<u>Time</u>	<u>Reference</u>	<u>Item</u>
11:00 a.m.		Call to Order and Roll Call
11:01 a.m.		Approve Agenda
11:03 a.m.		Consent Agenda
	1-2	(1) Minutes from the July 5, 2017 Regular Meeting
	3	(2) Consider appointing Emergency Manager Bill McGeary as an Alternate for the RAC Committee
	4	(3) Consider accepting a matching Courthouse Security Grant for \$18,200.00
11:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
11:05 a.m.		Commissioner and Board reports
11:25 a.m.		County Administrator report
11:30 a.m.		Citizens Comments
11:35 a.m.		George Eilertson, Northland Securities
	5-25	Present results of bond rating report and bond sale report
11:50 a.m.		Jonathan Loose, Wold
	26-32	Consider awarding bid for Courthouse renovations
12:00 Noon		Other Business
	None	Fairgrounds Discussion
12:15 p.m.		Recess (Lunch)
1:00 p.m.		Bill McGeary, Emergency Management Director
	None	Homeland Security Emergency Management Elected Officials Training
4:00 p.m.		Adjournment

SWIFT COUNTY BOARD MINUTES

July 5, 2017

Chairman Rudningen called the meeting to order at 9:00 AM with all members present. Also present: County Administrator Kelsey Baker and Amanda Ness.

Chairman Rudningen asked if there were any changes or additions to the agenda. There were none.

07-05-17-01 Commissioner P. Peterson moved and Commissioner E. Pederson seconded to approve the agenda as presented. Motion carried unanimously.

07-05-17-02 Commissioner Fox moved and Commissioner Hendrick seconded to approve the Consent Agenda items: (1) Approval of Minutes from the June 20, 2017 Regular Meeting (2) Approval of Minutes from the June 20, 2017 Board of Equalization Meeting (3) Approval of the 2017-2021 Marco Managed Voice contract and (4) Approval to award the IEA Project Bid to VCI Environmental. Motion carried unanimously.

07-05-17-03 Commissioner E. Pederson moved and Commissioner Hendrickx seconded to approve the Commissioner warrants as follows: Revenue: \$236,952.32; Solid Waste: \$24,295.87; Road and Bridge: \$25,561.25; County Ditches: \$10,475.67; Human Services, \$91.26 which includes the following bills over \$2,000: 6W Department of Community Corrections, \$111,566.97; Ascheman oil, \$2,909.57; Bolton & Menk, Inc., \$2,565.00; Brad Danielson Trucking LLC, \$7,500.00; Countryside Public Health, \$50,380.00; Dooley Petroleum, Inc., \$16,832.74; Geyer Recycling, \$5,862.50; Pro Action Safety & Sales, \$4,744.53; The Schneider Corporation, \$5,902.78; University of Minnesota, \$18,368.85; Upper MN Valley RDC, \$6,899.00; K VanHeuveln, Inc., \$7,705.07; Viking Office Supply, Inc., \$22,552.50; Waste Management Of Northern Minnesota, \$9,722.27; and Yellow Medicine County Jail, \$2,334.86. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner Fox reported on SCBHS, SPCC, Private Industry Council, and Chippewa River Watershed. Commissioner E. Pederson reported on Water Planning and Buffer Meetings and Historical Society. Commissioner P. Peterson reported on Prairie Five. Commissioner Gary Hendrickx reported on AMC District 1 Meeting, AMC Board Meeting, RDC, and SPCC. Chairman Rudningen reported on Prairie Lakes Youth, and Board of Equalization Update.

Administrator Baker reported on the building project, budget process, audit, HSEM meeting, Administrator's schedule, new position in Administration, and County Program Aid.

Chairman Rudningen asked for citizens comments. There were none.

Jim Schwendemann requested approval of a FEMA Community Acknowledgement Form as part of a petition to remove his home from a special flood zone.

07-05-17-04 Commissioner Hendrickx moved and Commissioner Fox seconded to table the request. Motion carried unanimously.

Benson City Manager Rob Wolfington requested a letter of support for the Pacific Mobility Improvement grant.

07-05-17-05 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to approve signing a letter of support for the Pacific Avenue Mobility Improvements grant. Motion carried unanimously.

07-05-17-06 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to adjourn.
Motion carried unanimously.

Meeting adjourned at 9:59 AM.

WITNESSED:

Eric Rudningen, Chair

ATTEST:

Kelsey Baker, County Administrator

DRAFT



Request for Board Action

BOARD MEETING DATE:
July 18, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Sheriff	REQUESTOR: Sheriff John Holtz	REQUESTOR PHONE: 320-843-3133
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider making Bill McGeary an alternate for the RAC Committee	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Click here to enter text.
IS THIS MANDATED? Click here to enter text.	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: Need to either have an alternate or delegate present at the RAC meetings. Sheriff Holtz is unable to attend all the meetings and have given Bill more work with the 800 MEG System. Bill would be a good alternate to represent Swift County.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Not submitted for review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

Amanda Ness

From: John Holtz
Sent: Friday, July 14, 2017 2:11 PM
To: Amanda Ness
Subject: FW: Courthouse Security Grant Award

[Here is the breakdown of how the grant is to be spent.](#)

From: Marshall, Janet [mailto:Janet.Marshall@courts.state.mn.us]
Sent: Wednesday, June 21, 2017 2:17 PM
To: John Holtz <john.holtz@co.swift.mn.us>
Subject: Courthouse Security Grant Award

Sheriff Holtz:

On behalf of Chief Justice Gildea and the Safe and Secure Courthouse Advisory Panel, I am pleased to inform you that a grant, in the amount of \$18,200.00 is being offered to Swift County for the following projects:

1. Materials to install video surveillance system (\$15,000).
2. Materials to upgrade duress alarm system (\$3,200).

The next steps are:

1. Confirm that you are willing to accept the partial grant.
2. A grant agreement is drafted and signed by your authorized person and the State Court Administrator;
3. The grant agreement is entered into the state contract system;
4. A check for the funds is provided to the authorized entity.

I hope to have all the agreements in place by August 1, 2017.

In order to draft and process the grant agreement the following information is needed from you:

1. Name and address of entity to receive the payment, e.g. Swift County Sheriff; or Swift County.
2. Name, address, email address, and phone number of person who will be the grant representative (person I can reach for questions, person who will send final report to me).
3. Name and email address of person to whom the contract should be sent to process for signature.
4. State Vendor Number of entity to receive the payment, if known.

The Judicial Branch will issue a news release announcing the grant awards, For security reasons, the release will not include the dollar amount each county will receive or a county-by-county description of the funded projects. This news release will be sent statewide. It is possible that your county may be contacted by local news media about the grant award. We encourage you to consider the safety and security of your courthouse when determining what information should or can be shared publicly about this grant award.

Please do not hesitate to contact me if you have any questions at this time. Your prompt attention is appreciated.

EXTRACT OF MINUTES OF A MEETING OF THE
BOARD OF COMMISSIONERS OF THE COUNTY OF
SWIFT, MINNESOTA

HELD: July 18, 2017

Pursuant to due call and notice thereof, a regular or special meeting of the Board of Commissioners of the County of Swift, Minnesota, was duly called and held at the City Hall in the City of Benson, Minnesota, on July 18, 2017 at 9:00 A.M., for the purpose, in part, of authorizing the issuance and awarding the sale of \$5,250,000 General Obligation Capital Improvement Plan Bonds, Series 2017A.

The following Commissioners were present:

and the following were absent:

Commissioner _____ introduced the following resolution, and moved its adoption:

RESOLUTION NO. _____

RESOLUTION ACCEPTING PROPOSAL ON THE COMPETITIVE
NEGOTIATED SALE OF \$5,250,000 GENERAL OBLIGATION
CAPITAL IMPROVEMENT PLAN BONDS, SERIES 2017A
AND LEVYING A TAX FOR THE PAYMENT THEREOF

A. WHEREAS, on September 6, 2016, the Board of Commissioners of the County of Swift, Minnesota (the "County"), held a public hearing on the proposed issuance of general obligation capital improvement plan bonds and, pursuant to a Resolution, approved and adopted the Capital Improvement Plan 2016-2020 for the County of Swift, Minnesota (the "Plan") and approved the issuance of general obligation capital improvement plan bonds to finance the betterment of the County courthouse, law enforcement center, administrative building, public works facility and public health facility within the County (the "Project"); and

B. WHEREAS, no petition signed by voters equal to five percent of the votes cast in the County in the last general election requesting a vote on the issuance of the general obligation capital improvement plan bonds has been filed with the County Administrator within thirty days after the public hearing on the Plan and on the issuance of the general obligation capital improvement plan bonds; and

C. WHEREAS, the Board of Commissioners heretofore determined and declared that it is necessary and expedient to issue \$5,250,000 General Obligation Capital Improvement Plan Bonds, Series 2017A (the "Bonds"), pursuant to Minnesota Statutes, Chapter 475, to finance the Project; and

D. WHEREAS, the County has heretofore determined, in accordance with Minnesota Statutes, Section 373.40, Subd. 4, that the principal and interest to become due in an year on all outstanding bonds issued by the County under Minnesota Statutes, Section 373.40, including the

Bonds, will be less than 0.12 percent of the estimated market value of property in the County; and

E. WHEREAS, the County has retained Northland Securities, Inc., in Minneapolis, Minnesota ("Northland"), as its independent municipal advisor for the sale of the Bonds and was therefore authorized to sell the Bonds by private negotiation in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9) and proposals to purchase the Bonds have been solicited by Northland; and

F. WHEREAS, the proposals set forth on Attachment A attached hereto were received by the County Administrator, or designee, at the offices of Northland, at 10:30 a.m. on July 17, 2017 pursuant to the Notice of Sale established for the Bonds; and

G. WHEREAS, it is in the best interests of the County that the Bonds be issued in book-entry form as hereinafter provided; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Swift, Minnesota, as follows:

1. Acceptance of Proposal. The proposal of _____ (the "Purchaser"), to purchase the Bonds in accordance with the Notice of Sale, at the rates of interest hereinafter set forth, and to pay therefor the sum of \$_____, plus interest accrued to settlement, is hereby found, determined and declared to be the most favorable proposal received and is hereby accepted, and the Bonds are hereby awarded to the Purchaser.

2. Terms of Bonds.

(a) Title; Original Issue Date; Denominations; Maturities; Term Bond Option. The Bonds shall be dated August 15, 2017, as the date of original issue and shall be issued forthwith on or after such date in fully registered form. The Bonds shall be numbered from R-1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity. The Bonds shall mature on February 1 in the years and amounts as follows:

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

All dates are inclusive. As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts

conforming to the foregoing principal repayment schedule and corresponding additions may be made to the provisions of the applicable Bond(s).

With respect to the Bonds, the maximum annual principal and interest on the Bonds and any other outstanding bonds of the County previously issued under Section 373.40, Subdivision 4, is less than 0.12% of the estimated market value of the property in the County.

(b) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:

(i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraphs 5 and 10 Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.

(ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar (as hereinafter defined) in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").

(iii) With respect to the Bonds neither the County nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the County, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the County may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

(iv) The County and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any

consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to the Holder or the Holders of the Bonds as shown on the bond register, 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 premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

(v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 10 hereof, references to the Nominee hereunder shall refer to such new Nominee.

(vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or County, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

(vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.

(viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the County or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the County or the Bond Registrar may establish a special record date for such consent or other action. The County or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(ix) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.

(c) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:

(i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the County and discharging its responsibilities with respect thereto under applicable law. The County may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the County or the Beneficial Owners.

(ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the County, is willing and able to assume such functions upon reasonable or customary terms, or if the County determines that it is in the best interests of the County or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 10 hereof. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10 hereof, the Bonds will be delivered to the Beneficial Owners.

Nothing in this subparagraph (c) shall limit or restrict the provisions of paragraph 10 hereof.

(d) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Purpose. The Bonds shall provide funds to finance the Project. The total cost of the Project, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bonds. The County covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

4. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2018, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

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

5. Redemption. Bonds maturing on February 1, 2026, and thereafter, shall be subject to redemption and prepayment at the option of the County on February 1, 2025, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities 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. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds at least thirty (30) days prior to the date fixed for redemption.

To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar prior to giving notice of redemption shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the County or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the County and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the County shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

6. Bond Registrar. Northland Trust Services, Inc., in Minneapolis, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the County and Bond Registrar shall execute which is consistent

herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12 of this resolution.

7. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF SWIFT

R-____ \$_____

GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BOND, SERIES 2017A

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
	February 1, 20__	August 15, 2017	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The County of Swift, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, unless called for earlier redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2018, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of Northland Trust Services, Inc., in Minneapolis, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special

Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in Letter of Representations, as defined in the Resolution, and surrender of this Bond shall not be required for payment of the redemption price upon a partial redemption of this Bond. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

Optional Redemption. The Bonds of this issue (the "Bonds") maturing on February 1, 2026, and thereafter, shall be subject to redemption and prepayment at the option of the County on February 1, 2025, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities 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. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected Holder of the Bonds at least thirty (30) days prior to the date fixed for redemption.

Prior to the date on which any Bond or Bonds are directed by the Issuer to be redeemed in advance of maturity, the Issuer will cause notice of the call thereof for redemption identifying the Bonds to be redeemed to be mailed to the Bond Registrar and all Bondholders, at the addresses shown on the Bond Register. All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited.

Selection of Bonds for Redemption; Partial Redemption. To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of the Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or

Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered..

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$5,250,000, all of like date of original issue and tenor, except as to number, maturity, interest rate and denomination, issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the Board of Commissioners on July 18, 2017 (the "Resolution"), for the purpose of providing money to finance the betterment of the County courthouse, law enforcement center, administrative building, public works facility and public health facility as described in the Issuer's Capital Improvement Plan. This Bond is payable out of the Debt Service Account of the Issuer's General Obligation Capital Improvement Plan Bonds, Series 2017A Fund. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Bonds are issuable solely in fully registered form in the denominations of \$5,000 and integral multiples thereof of a single maturity and are exchangeable for fully registered Bonds of other authorized denominations in equal aggregate principal amounts at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or by the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an authorized denomination or denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

Qualified Tax-Exempt Obligation. This Bond has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law, and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the County of Swift, Minnesota, by its County Board has caused this Bond to be executed on its behalf by the facsimile signatures of the Chair of its Board and the County Administrator, the seal having been intentionally omitted as permitted by law.

Date of Registration:

Registrable by: NORTHLAND TRUST SERVICES, INC.

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

Payable at: NORTHLAND TRUST SERVICES, INC.

This Bond is one of the Bonds described in the Resolution mentioned within.

COUNTY OF SWIFT
MINNESOTA

NORTHLAND TRUST SERVICES, INC.
Minneapolis, Minnesota
Bond Registrar

/s/ Facsimile _____
Chair of the County Board

By _____
Authorized Signature

/s/ Facsimile _____
County Administrator

8. Execution. The Bonds shall be in typewritten form, shall be executed on behalf of the County by the signatures of its Chair of the County Board and County Administrator and be sealed with the seal of the County; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal has been omitted. In the event of disability or resignation or other absence of either officer, the Bonds may be signed by the manual or facsimile signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

9. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on the Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the County on each Bond by execution of the Certificate of Authentication on the Bond and, by inserting as the date of registration in the space provided, the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue, which date is August 15, 2017. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

10. Registration; Transfer; Exchange. The County will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the County shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any authorized denomination or denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any authorized denomination or denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the County shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly cancelled by the Bond Registrar and thereafter disposed of as directed by the County.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the County evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or his, her or its attorney duly authorized in writing.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the County contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates.

11. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

12. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the County maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior to the Special Record Date.

13. Treatment of Registered Owner. The County and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12 above) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the County nor the Bond Registrar shall be affected by notice to the contrary.

14. Delivery; Application of Proceeds. The Bonds when so prepared and executed shall be delivered by the County Administrator to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

15. Fund and Accounts. For the convenience and proper administration of the moneys to be borrowed and repaid on the Bonds, and to make adequate and specific security to the Purchaser and holders from time to time of the Bonds, there is hereby created a special fund to be designated the "General Obligation Capital Improvement Plan Bonds, Series 2017A Fund" (the "Fund") to be administered and maintained by the Auditor/Treasurer as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the County. The Fund shall be maintained in the manner herein specified until all of the Bonds herein authorized and the interest thereon shall have been fully paid. In such records there shall be established accounts for the purposes and in the amounts as follows:

(a) Construction Account. To Construction Account there shall be credited the proceeds of the sale of the Bonds, less any amount paid for the Bonds in excess of the minimum bid. From the Construction Account there shall be paid all costs and expenses of the Project, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65. Moneys in the Construction Account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of taxes herein levied or covenanted to be levied, and provided further that if upon completion of the Project the balance shall be transferred to the Debt Service Account.

(b) Debt Service Account. To the Debt Service Account there shall be credited: (i) any amount paid for the Bonds in excess of the minimum bid; (ii) any collections of all taxes herein or hereinafter levied for the payment of the Bonds and interest thereon; (iii) all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof; (iv) all investment earnings on funds held in the Debt Service Account; and (v) any and all other moneys which are properly available and are appropriated by the governing body of the County to the Debt Service Account. The Debt Service Account shall be used solely to pay the principal and interest and any premiums for redemption of the Bonds and any other general obligation bonds of the County hereafter issued by the County and made payable from said Account as provided by law.

No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Construction Account or Debt Service Account (or any other County account which will be used to pay principal or interest to become due on the bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would

cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

16. Tax Levy; Coverage Test. To provide moneys for payment of the principal and interest on the Bonds there is hereby levied upon all of the taxable property in the County a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the County for the years and in the amounts as follows:

<u>Year of Tax Levy</u>	<u>Year of Tax Collection</u>	<u>Amount</u>
	See Attachment B	
	Levy Schedule	

The tax levies are such that if collected in full they, together with other revenues herein pledged for the payment of the Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies shall be irrevocable so long as any of the Bonds are outstanding and unpaid, provided that the County reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 373.40, Subdivision 4.

17. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the County shall be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the County which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

18. Certificate of Registration. The County Administrator is hereby directed to file a certified copy of this resolution with the Auditor's office, together with such other information as the Auditor shall require, and to obtain the County Auditor's Certificate that the Bonds have been entered in the County Auditor's Bond Register and that the tax levy required by law has been made.

19. Records and Certificates. The officers of the County are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, 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 are required to show the facts relating to the legality and marketability of the Bonds as the same 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 as to the facts recited therein.

20. Negative Covenant as to Use of Bond Proceeds and Project. The County hereby covenants not to use the proceeds of the Bonds or to use the Project, or to cause or permit them

to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

21. Tax-Exempt Status of the Bonds; Rebate. The County shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation (a) requirements relating to temporary periods for investments, (b) limitations on amounts invested at a yield greater than the yield on the Bonds, and (c) the rebate of excess investment earnings to the United States. The County expects to satisfy the twenty-four month expenditure exemption for gross proceeds of the Bonds as provided in Section 1.148-7(d)(1) of the Regulations. If any elections are available now or hereafter with respect to arbitrage or rebate matters relating to the Bonds, the Board Chair, the County Administrator, or either of them, are hereby authorized and directed to make such elections as they deem necessary, appropriate or desirable in connection with the Bonds, and all such elections shall be, and shall be deemed and treated as, elections of the County.

22. Designation of Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the County hereby makes the following factual statements and representations:

- (a) the Bonds are issued after August 7, 1986;
- (b) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;
- (c) the County hereby designates the Bonds as "qualified tax exempt obligations" for purposes of Section 265(b)(3) of the Code;
- (d) the reasonably anticipated amount of tax exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the County (and all entities treated as one issuer with the County, and all subordinate entities whose obligations are treated as issued by the County) during this calendar year 2015 will not exceed \$10,000,000;
- (e) not more than \$10,000,000 of obligations issued by the County during this calendar year 2015 have been designated for purposes of Section 265(b)(3) of the Code; and
- (f) the aggregate face amount of the Bonds does not exceed \$10,000,000.

The County shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

23. Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The County may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond 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 Bond

Registrar a sum sufficient for the payment thereof in full with interest accrued 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 Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. 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 suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, subject to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

24. Official Statement. The Official Statement relating to the Bonds prepared and distributed by Northland is hereby approved and the officers of the County are authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the Official Statement.

25. Continuing Disclosure. The County is the sole obligated person with respect to the Bonds. The County hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:

(a) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at www.emma.msrb.org in accordance with the Rule, certain annual financial information and operating data in accordance with the Undertaking. The County reserves the right to modify from time to time the terms of the Undertaking as provided therein.

(b) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.

(c) Provide or cause to be provided to the MSRB notice of a failure by the County to provide the annual financial information with respect to the County described in the Undertaking, in not more than ten (10) business days following such occurrence.

(d) The County agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the County's obligations under the covenants.

The Chair of the County Board and County Administrator, or any other officer of the County authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the County the Undertaking in substantially the form presented to the

County Board subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

26. Severability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

27. Headings. Headings in this Resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing Resolution was duly seconded by Commissioner _____ and, after a full discussion thereof and upon a 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.

STATE OF MINNESOTA

COUNTY OF SWIFT

I, the undersigned, being the duly qualified and acting Administrator of the County of Swift, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the County of Swift Board of Commissioners, duly called and held on the date therein indicated, insofar as such minutes relate to providing for the issuance and awarding the sale of \$5,250,000 General Obligation Capital Improvement Plan Bonds, Series 2017A.

WITNESS my hand on _____, 2017.

County Administrator

ATTACHMENT A

Proposals

[To be supplied by Northland Securities, Inc.]

ATTACHMENT B

Tax Levy Schedule

[To be supplied by Northland Securities, Inc.]



July 13, 2017

Board of Commissioners

Swift County
301 14th Street North, P.O. Box 207
Benson, Minnesota 56215

Re: Swift County
Countryside Remodel
Commission No. 162218

Dear Board of Commissioners:

On Tuesday, July 11, 2017, at 2:00 p.m., bids were received from six (6) bidders for the Courthouse Remodel project. A bid tabulation is attached for your review. Sussner Construction from Marshall, Minnesota submitted the low base bid in the amount of \$3,549,000.00 with pricing for alternates as follows:

Alternate No. 1 LEC 6W Corrections Remodel *Add \$96,000.00*
This alternate will remodel the lower level of the LEC, 6W Corrections area to provide a dedicated urinalysis restroom and address safety and security issues.
Recommendation: Accept this Alternate

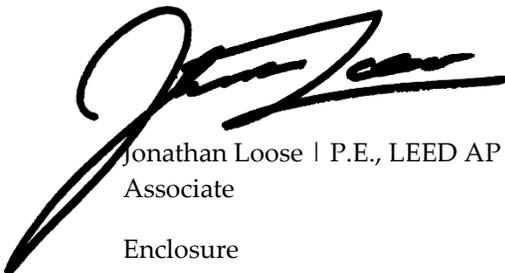
Alternate No. 2 Remove Exterior Awnings *Add \$24,000.00*
This alternate will remove the existing exterior metal awnings and includes installation of new interior roller shades.
Recommendation: Accept this Alternate

We have had successful projects with Sussner in the past and have attached reference letters for your use.

We recommend awarding the contract in the amount of **\$3,669,000.00** to Sussner Construction.

Sincerely,

Wold Architects and Engineers



Jonathan Loose | P.E., LEED AP BD+C
Associate

Enclosure

cc: Kelsey Baker, Swift County
Samantha Epping, Wold
Joel Dunning, Wold
Contract File (letter only)

LW/COU_Swift/162218/crsp/jul17

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldae.com | 651 227 7773

**PLANNERS
ARCHITECTS
ENGINEERS**



Swift County
Courthouse Remodel
 Commission No.: 162218
 Date: July 11, 2017
 Time: 2:00 PM

BID TABULATION

Wold Architects and Engineers
 332 Minnesota Street W2000
 Saint Paul, Minnesota 55101
 651.227.7773 Fax: 651.223.5646

Bidder's Name	Addendum Numbers	Bid Security	Base Bid	Alternate #1 (LEC Renovation)	Alternate #2 (Remove exterior awnings)	Remarks
Boser Construction 7135 5th Ave NE Sauk Rapids, MN 56379 (P) 320-393-3185 (F) 320-393-3186	1,2,3	Y	\$3,924,000.00	\$75,000.00	\$16,000.00	Fuel Tank - remove residual product: \$3.00/gallon Fuel Tank - remove sludge and soils: \$8.00/gallon Disposal of contaminated basin waste: \$8.00/gallon Disposal of contaminated soil: \$114/cubic yard
Comstock Construction 1003 Progress Drive Fergus Falls, MN 56537 (P) 218-739-5365 (F) 218-739-2307	1,2,3	Y	\$3,667,400.00	\$112,000.00	\$31,000.00	Fuel Tank - remove residual product: \$1.10/gallon Fuel Tank - remove sludge and soils: \$5.50/gallon Disposal of contaminated basin waste: \$5.50/gallon Disposal of contaminated soil: \$85.00/cubic yard
Ebert Construction 23350 County Road 10 Loretto, MN 55357 (P) 763-498-7844 (F) 763-498-9951	1,2,3	Y	\$3,938,000.00	\$74,520.00	\$36,047.00	Fuel Tank - remove residual product: \$26.00/gallon Fuel Tank - remove sludge and soils: \$26.00/gallon Disposal of contaminated basin waste: \$52.00/gallon Disposal of contaminated soil: \$156.00/cubic yard
Kranz Construction Inc 11070 Chipp-Swift St NW Milan, MN 56262 (P) 320-734-4658 (F) 320-734-6788	1,2,3	Y	\$3,732,000.00	\$105,000.00	\$37,000.00	Fuel Tank - remove residual product: \$2.00/gallon Fuel Tank - remove sludge and soils: \$7.50/gallon Disposal of contaminated basin waste: \$7.50/gallon Disposal of contaminated soil: \$83.00/cubic vard
Kue Contractors 130 Central Avenue South Watkins, MN 55389 (P) 320-764-2525 (F) 320-764-2524	1,2,3	Y	\$3,671,981.00	\$93,971.00	\$101,575.00	Fuel Tank - remove residual product: \$2.00/gallon Fuel Tank - remove sludge and soils: \$6.00/gallon Disposal of contaminated basin waste: \$5.00/gallon Disposal of contaminated soil: \$76.00/cubic yard
Sussner Construction 305 Legion Field Road Marshall MN, 56283 507-537-9779 507-537-9473	1,2,3	Y	\$3,549,000.00	\$96,000.00	\$24,000.00	Fuel Tank - remove residual product: \$1.20/gallon Fuel Tank - remove sludge and soils: \$6.00/gallon Disposal of contaminated basin waste: \$6.00/gallon Disposal of contaminated soil: \$85.00/gallon



July 13, 2017 COST SUMMARY

	2016 CIP	April 4, 2017	May 15, 2017	June 6, 2017	July 18, 2017 Recommendation
Construction Costs					
Countryside Public Health	\$ 391,800.00	\$ 392,036.00	\$ 390,000.00	\$ 346,630.00	\$ 346,630.00
Courthouse	\$ 3,569,380.00	\$ 3,888,607.00	\$ 3,787,500.00	\$ 3,650,000.00	\$ 3,573,000.00
LEC/6W	N/A	included above	\$ 80,000.00	\$ 77,000.00	\$ 96,000.00
Construction Cost Subtotal	\$ 3,961,180.00	\$ 4,280,643.00	\$ 4,257,500.00	\$ 4,073,630.00	\$ 4,015,630.00
Owner Direct Costs					
Architectural Fees	\$ 314,224.00	\$ 314,224.00	\$ 314,224.00	\$ 314,224.00	\$ 314,224.00
Additional Soft Cost (est.)	\$ 279,953.00	\$ 279,953.00	\$ 278,950.00	\$ 412,080.00	\$ 303,032.00
<i>Survey and Geotechnical Investigations</i>			\$ 4,400.00	\$ 15,530.00	\$ 15,530.00
<i>Estimated Printing/Advertising Costs</i>			\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
<i>Abatement Consultant (est.)</i>			\$ 150,000.00	\$ 210,000.00	\$ 59,900.00
<i>Abatement Removals</i>			included above	included above	\$ 73,052.00
<i>Security Grant Match Funds</i>				\$ 52,000.00	\$ 20,000.00
<i>Card Readers (est.)</i>				\$ 10,000.00	\$ 10,000.00
<i>Fixtures, Furnishings, and Equipment</i>			TBD	TBD	TBD
<i>Temporary Moving and Furniture Costs (est.)</i>			\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
<i>Temporary Lease Costs</i>			\$ 18,550.00	\$ 18,550.00	\$ 18,550.00
Contingency	\$ 396,118.00	\$ 76,655.00	\$ 399,326.00	\$ 450,066.00	\$ 617,114.00
Direct Costs Subtotal	\$ 990,295.00	\$ 670,832.00	\$ 992,500.00	\$ 1,176,370.00	\$ 1,234,370.00
Total Anticipated Project Costs*	\$ 4,951,475.00	\$ 4,951,475.00	\$ 5,250,000.00	\$ 5,250,000.00	\$ 5,250,000.00

* 5/15 costs forward reflect actual bond proceeds

Courthouse Renovation Bids

Ebert Construction
3,938,000

Kranz Construction Inc
3,732,000

Comstock Construction
3,667,400

Sussner Construction
3,549,000

Kue Construction
3,671,981

Boser Construction
3,924,000



**Swift County
Courthouse Remodel**

Commission No.: 162218
Date: July 11, 2017
Time: 2:00 PM

BID TABULATION

Wold Architects and Engineers
332 Minnesota Street W2000
Saint Paul, Minnesota 55101
651.227.7773 Fax: 651.223.5646

First Call Second Call

Bidder's Name	Addendum Numbers	Bid Security Attached	Base Bid	Alternate #1 (LEC Renovation)	Alternate #2 (Remove exterior awnings)	Remarks
* Ebert Construction 23350 County Road 10 Loretto, MN 55357 (P) 763-498-7844 (F) 763-498-9951	3	✓	\$3,938,000	\$74,520	\$36,047	
Gephart Electric 3350 Labore Road Saint Paul, MN 55110 (P) 651-484-4900 (F) 651-484-2248						
Versacon 7608 Aspen Ln N #144 Brooklyn Park, MN 55428 (P) 763-391-5610 (F) 763-391-5611						
Donlar Construction 601 28th Avenue South Waite Park, MN 56387 (P) 320-253-3354						
* Kranz Construction Inc 11070 Chipp-Swift St NW Milan, MN 56262 (P) 320-734-4658 (F) 320-734-6788	3	✓	\$3,732,000	\$105,000	\$37,000	
* Comstock Construction 1003 Progress Drive Fergus Falls, MN 56537 (P) 218-739-5365 (F) 218-739-2307	3	✓	\$3,667,400	\$112,000	\$31,000	

Bidder's Name						Remarks
Bladholm Construction 704 W College Drive Marshall, MN 56258 (P) 507-537-9787						
Gopher State Contractors 340 1st Ave SE Rice, MN 56367 (P) 320-393-4248 (F) 320-393-4135						
Ellingson P+H+E 2510 S Broadway Street Alexandria, MN 56308 (P) 320-762-8645						
* Sussner Construction 305 Legion Field Road Marshall MN, 56283 507-537-9779 507-537-9473	3	✓	\$3,549,000	\$96,000	\$24,000	
Nova Fire Protection 304 41st Street SW Fargo, ND 58103 (P) 701-282-0268 (F) 701-282-0702						
Breth-Zenzen Fire 8068 Sterling Drive St. Joseph, MN 56374 (P) 320-363-0900						
A+E Plumbing Heating and Sheetmetal 1106 36th Avenue W Alexandria, MN 56308 (P) 320-763-6673						
Willmar Electric 2405 Trott Avenue SW Willmar, MN 56201 (P) 320-235-4386						

Granite Creations 27548 MN-23 Paynesville, MN 56362 (P) 320-243-3030							
Affordable Granite and Stone 416 11th Avenue S Hopkins, MN 55343 (P) 952-938-8100 (F) 952-562-8134							
OCC							
Bisbee P+H 604 N Highway 59 Marshall, MN 56258 (P) 507-537-0596 (F) 507-537-1431							
Kue Contractors	3	✓	\$3,671,901	\$93,971	\$101,575		
Boser Construction Sauk Rapids	3	✓	\$3,924,000	\$75,000	\$16,000		