

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota
County of Kanabec
Office of County Coordinator

February 25, 2015

The Kanabec County Board of Commissioners met at 9:00am on Wednesday, February 25, 2015 pursuant to adjournment with the following Board Members present: Kim Smith, Gene Anderson, Les Nielsen, Dennis McNally, and Kathi Ellis.

The Chairperson led the assembly in the Pledge of Allegiance.

Action #1 – It was moved by Kathi Ellis, seconded by Kim Smith and carried unanimously to approve the agenda as amended: add gambling approval.

Action #2 – It was moved by Les Nielsen, seconded by Kathi Ellis and carried unanimously to approve the February 11, 2015 minutes of the Kanabec County Board of Commissioners as presented.

Action #3 – It was moved by Kathi Ellis, seconded by Dennis McNally and carried unanimously to approve the January SCORE report.

Action #4 – It was moved by Kim Smith, seconded by Dennis McNally and carried unanimously to approve the following resolution:

Resolution #4 – 02/25/15

WHEREAS the Kanabec County Board of Commissioners has been presented with a request for lawful gambling within Kanabec County, and

WHEREAS the application was complete, included all necessary documentation, appears in accordance with County Policies and the applicant and facility owners are in good standing with the County;

BE IT RESOLVED to approve the Application for Exempt Permit for the Isanti County Pheasants Forever for a raffle event to be held at Pheasants Ridge, 1547 Imperial St Ogilvie, MN 56358 on April 11, 2015.

Action #5 – Paid bills were passed pursuant to a roll call vote requested by Commissioner McNally. Motion by Smith, Second by Nielsen Yes votes by Smith, Nielsen, Ellis and Anderson. Nay vote by McNally.

<u>Vendor</u>	<u>Amount</u>
Assurant Employee Benefits	621.02
East Central Energy	1,042.29
Enventis Telecom	1,058.78
Enventis Telecom	1,001.12
Enventis Telecom	68.18
Health Partners	4,919.28
Johnson, Samuel	306.00
Kanabec Co Auditor-HRA	6,000.00
Midcontinent Communications	1,057.23
MN Energy Resources Corp	1,163.36
Office of Enterprise Technology	1,300.00
Spire Credit Union	2,356.23
The Hartford	1,635.38
Verizon Wireless	1,661.36
Verizon Wireless	<u>777.43</u>
Total	24,967.66

Action #6 – It was moved by Dennis McNally, seconded by Kim Smith and carried unanimously to approve the following claims on the funds indicated:

Revenue Fund

VENDOR	AMOUNT
Advanced Correctional Healthcare	79.43
Ahner-Nystul, Barb	85.91
Alkire, Alyce	1,065.68
Anoka Co Human Services	760.00
AP Technology	795.00
Assured Security	408.50
A'viands, LLC	21,437.99
Bank of Nevada	239,075.00
Bartz, Jere	945.00
Billings, Margaret	400.26
Bob Barker	337.49
Brenny, Laurel	425.88
Central Lakes OFS	1,662.00
Christianson, Craig	1,050.78
Coborns	25.55
Coborns	38.06
Cummings, Dawn	102.00
Curtis, Michael	1,549.59

E-911	847.04
East Central Exterminating	240.00
Eustice, Todd	242.78
Fairview Diagnostic Lab	113.00
Faust, Patrick	1,176.65
First RE Holdings, LLC	950.00
Galls	60.95
Granite Electronics	420.00
Haasken Dental	244.00
Harvey, RandiAnn	56.00
Hennepin Co Medical Center	300.00
Hirshfield's	118.44
Hoefert, Bob	2,392.87
Hohn's Auto Body	180.68
Horizon Towing	1,064.49
Isanti Co Heartland Express	2,656.79
Jerry Goebel	168.00
Johnson, Andrew	267.60
Kanabec Co Hwy Dept	184.04
Kanabec Co Hwy Dept	53.20
Keepers	149.70
Kennedy Jr, Kerry	1,034.05
Koch's Hardware	170.04
Landreville, Willard	816.95
League of MN Cities	192.84
Lerrssen, Jennifer	503.35
Linderman, Rosemary	5,000.00
Luberda, Karen	167.95
MACAI	75.00
Magaard, Robert	24.15
Marco	269.03
Mattson Eletric	1,125.00
Mattson Eletric	675.00
McClellan, Karen	133.69
MidContinent	74.70
MN Monitoring	368.00
MN Monitoring	552.00
Mora Chevrolet Buick	231.40
MRA Trusight	1,350.00
Nelson, Ansel	1,264.41
Nelson, Ronette	959.21
Newgard, Jean	188.54
Northern Technology Initiative	500.00

Oak Gallery	35.64
Office Depot	73.29
Office Depot	18.20
Office Depot	24.75
Quality Dipsosal	2,497.00
Quill	39.51
Ramada Bloomington	359.97
Ramsey County	1,400.00
Ranweiler, Sabrina	42.55
Regions Hospital	304.00
RJ Mechanical	275.00
Roberts, Rodney	210.45
Rogers, Pearl	721.92
RS Eden	35.00
RS Eden	327.72
SelectAccount	731.51
Snake River Watershed Mgmt Board	24,072.00
Stellar Services	405.63
Storrar, Lynette	9.60
Strandberg, Richard	817.74
Struffert, Delores	115.56
Swanson, Jeremy	45.66
Thomson Reuters-West	1,297.55
Thomson Reuters-West	269.89
Touch & Go	70.64
Trimin Systems	650.00
Uniforms Unlimited	9.99
Visser, Maurice	816.83
Wiitala, David	1,845.03
Zamora, Ray	1,247.25
Total	<u>336,575.54</u>

Action #7 – It was moved by Kathi Ellis, seconded by Kim Smith and carried unanimously to recess the board meeting at 9:05am to a time immediately following the Human Service Board.

The Kanabec County **Human Service Board** met at **9:05am** on Wednesday, February 25, 2015 pursuant to adjournment with the following Board Members present: Les Nielsen, Kim Smith, Gene Anderson, Dennis McNally, and Kathi Ellis. Health & Human Service Director Wendy Thompson presented the Human Services agenda.

Action #HS8 – It was moved by Kim Smith, seconded by Dennis McNally and carried unanimously to approve the Human Service Board agenda as presented.

Action #HS9 – It was moved by Kim Smith, seconded by Les Nielsen and carried unanimously to approve the payment of 131 claims totaling \$204,013.87 on Welfare Funds.

Action #HS10 – It was moved by Les Nielsen, seconded by Kim Smith and carried unanimously to adjourn the Human Service Board at 9:49am and to meet in regular session on Wednesday, March 25 at 9:05am.

The Board of Commissioners meeting continued.

County Assessor Karen McClellan met with the County Board to discuss matters concerning her office.

Action #11 – It was moved by Kathi Ellis, seconded by Les Nielsen and carried unanimously to approve the following resolution:

Resolution #11 – 02/25/15

WHEREAS our current contract with Schneider Corporation for Beacon, does not include Map Tab nor Pictometry Viewer, and

WHEREAS we have now completed our GIS shape files, and

WHEREAS we will be flying our Pictometry aerials in the next couple of months, and

WHEREAS the desired outcome is to have our GIS shape files and Pictometry available online,

WHEREAS the costs involved shall be taken out of the Land Technology Fund;

BE IT RESOLVED, that Kanabec County sign the contract with MCCC/Schneider Corporation adding Map Tab at \$1,200/year and Pictometry Viewer at \$900/year and Pictometry Setup for \$1,000.

Environmental Services Supervisor Teresa Wickeham met with the County Board to discuss matters concerning her department.

Action #12 – It was moved by Kathi Ellis, seconded by Kim Smith and carried unanimously to approve the following resolution:

Resolution #12 – 02/25/15

WHEREAS the board has received a request for support of a Kanabec County Clean-Up Day to be held on Saturday, May 16, 2015, and

WHEREAS the Kanabec County Board of Commissioners and Environmental Services Supervisor support such an event;

BE IT RESOLVED that the county will provide up to \$5,000, to be paid using SCORE funds to help fund the County Clean-up Day.

Action #13 – It was moved by Kathi Ellis, seconded by Les Nielsen and carried unanimously to approve the following resolution:

Resolution #13 – 02/25/15

WHEREAS the MPCA has a Minnesota Clean Water Partnership Project Loan Agreement with the Snake River Watershed Management Board (Project Sponsor) and Kanabec County (Loan Sponsor) identified as Loan Agreement No. SRF0249, dated May 3, 2012 (Original Agreement), to provide funding to support Best Management Practices (BMPs) activities for the Snake River Watershed Resource Protection Project, and

WHEREAS Snake River Watershed Management Board and Kanabec County request a one year extension of the project implementation period, and

WHEREAS an amendment #1 to the May 3, 2012 has been presented to the board reflecting changes to the term from 3 to 4 years;

THEREFORE BE IT RESOLVED by the Kanabec County Board of Commissioners that the County Board Chair be authorized to execute the Minnesota Clean Water Partnership Project Implementation Loan Agreement Amendment No. 1 for the above referenced Project on behalf of the Board, as Loan Sponsor. This is retroactive to and amends the previous Resolution No. 21 dated April 25, 2012, with respect to the SRF0249 Clean Water Partnership Project Implementation Loan Agreement.

County Sheriff Brian Smith met with the County Board to discuss matters concerning fleet car management. The Board requested that Sheriff Smith check references with other counties regarding the Enterprise program.

10:40am - The Chairperson then called for public comment three times. Those that responded included:

Sue Johnson	Comments regarding patient transportation
-------------	---

10:43am - The Chairperson closed public comment.

Action #14 – Commissioner Kim Smith introduced the following resolution and moved its adoption, which motion was seconded by Commissioner Dennis McNally:

Resolution #14 – 02/25/15

RESOLUTION AUTHORIZING ISSUANCE, AWARDED SALE, PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE PAYMENT OF \$8,485,000 GENERAL OBLIGATION JAIL CROSSOVER REFUNDING BONDS, SERIES 2015A

BE IT RESOLVED by the Board of Commissioners (the “Board”) of Kanabec County, Minnesota (the “County”), as follows:

SECTION 1. AUTHORIZATION AND SALE.

1.01. Authorization. The Board hereby determines that it is in the best interest of the County to issue its \$8,485,000 General Obligation Jail Crossover Refunding Bonds, Series 2015A (the “Bonds”), pursuant to Minnesota Statutes, Section 641.23 and Chapter 475. The proceeds of the Bonds will be used to refund in advance of maturity that portion of the County’s \$5,000,000 General Obligation Jail Bonds, Series 2007A, dated, as originally issued, as of December 19, 2007 and the County’s \$5,000,000 General Obligation Jail Bonds, Series 2008A, dated, as originally issued, as of January 9, 2008 maturing or subject to mandatory redemption in the years 2018-2028 (the “Refunded Bonds”) in a “crossover refunding” as defined in Minnesota Statutes, Section 475.67, subd. 13.

1.02. Sale. The County has retained Northland Securities, Inc. as independent municipal advisor in connection with the sale of the Bonds. The Bonds are being sold pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, paragraph (9), without meeting the requirements for public sale under Minnesota Statutes, Section 475.60, Subdivision 1. The proposals have been opened and publicly read and considered, and the purchase price, interest rates and true interest cost under the terms of each bid have been determined. The most favorable proposal received is that of Wells Fargo Bank, National Association of Charlotte, North Carolina (the “Purchaser”), to purchase the Bonds at a price of \$8,780,454.25, the Bonds to bear interest at the rates set forth in Section 2.01. The proposal is hereby accepted, and the Chairperson and the County Coordinator are hereby authorized and directed to execute a contract on the part of the County for the sale of the Bonds with the Purchaser. The good faith deposit of the Purchaser shall be retained and deposited by the County until the Bonds have been delivered and shall be deducted from the purchase price paid at settlement.

1.03. Savings. It is hereby determined that:

(a) by the issuance of the Bonds the County will realize a substantial interest rate reduction, a gross savings of approximately \$1,070,028.31 and a present value savings (using the yield on the Bonds, computed in accordance with Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), as the discount factor) of approximately \$892,991.41; and

(b) as of February 1, 2017 (the “Crossover Date”), the sum of (i) the present value of the debt service on the Bonds, computed to their stated maturity dates, after deducting any premium, using the yield of the Bonds as the discount rate, plus (ii) any expenses of the refunding payable from a source other than the proceeds of the Bonds or investment earnings thereon, is lower by 9.667% (not less than 3%) than the present value of the debt service on the Refunded Bonds, computed to their stated maturity dates, using the yield of the Bonds as the discount rate.

SECTION 2. BOND TERMS; REGISTRATION; EXECUTION AND DELIVERY.

2.01. Issuance of Bonds. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of the Bonds having been done, now existing, having happened and having been performed, it is now necessary for the Board to establish the form and terms of the Bonds, to provide security therefor and to issue the Bonds forthwith.

2.02. Maturities; Interest Rates; Denominations and Payment. The Bonds shall be originally dated as of the date of issuance thereof, shall be in the denomination of \$5,000 each, or any integral multiple thereof, of single maturities, shall mature on December 1 in the years and amounts stated below, and shall bear interest from date of issue until paid or duly called for redemption at the annual rates set forth opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2017	\$220,000	3.00%	2023	\$900,000	2.00%
2018	225,000	3.00	2024	925,000	2.00
2019	780,000	3.00	2025	950,000	2.00
2020	810,000	3.00	2026	975,000	2.25
2021	840,000	3.00	2027	995,000	2.25
2022	865,000	3.00			

The Bonds shall be issuable only in fully registered form. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest on and, upon surrender of each Bond, the principal amount thereof, shall be payable by check or draft issued by the Registrar described herein, provided that, so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 2.08 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

2.03. Dates and Interest Payment Dates. Upon initial delivery of the Bonds pursuant to Section 2.07 and upon any subsequent transfer or exchange pursuant to Section 2.06, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. Interest on the Bonds shall be payable on June 1 and December 1 in each year, commencing December 1, 2015, each such date being referred to herein as an Interest Payment Date, to the persons in whose names the Bonds are registered on the Bond Register, as hereinafter defined, at the Registrar's close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date, whether or not such day is a business day.

2.04. Redemption. Bonds maturing in 2023 and later years shall be subject to redemption at the option of the County, in whole or in part, in such order of maturity dates as the County may select and, within a maturity, by lot as selected by the Registrar (or, if applicable, by the bond depository in accordance with its customary procedures), in integral multiples of \$5,000, on December 1, 2022, and on any date thereafter, at a price equal to 100% of the principal amount thereof and accrued interest to the date of redemption. At least 30 days before the date specified for redemption of any Bond, the County Auditor / Treasurer shall cause notice of redemption to be published if and as required by law, and mailed by first class mail, postage prepaid, to the Registrar and to the Holders, as hereinafter defined, of all Bonds to be redeemed at their addresses as they appear on the Bond Register, provided that notice shall be given to any securities depository in accordance with its operational arrangements. No defect in or failure to give such notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the County shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

2.05. Appointment of Initial Registrar. The County hereby appoints Northland Trust Services, Inc. in Minneapolis, Minnesota, as the initial bond registrar, transfer agent and paying agent (the "Registrar"). The Chair and County Coordinator are authorized to execute and deliver, on behalf of the County, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company organized under the laws of the United States or one of the states of the United States and authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The County agrees to pay the reasonable and customary charges of the Registrar for the services performed. The County reserves the right to remove the Registrar, effective upon not less than thirty days' written notice and upon the appointment and acceptance of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the Bond Register to the successor Registrar.

2.06. Registration. The effect of registration and the rights and duties of the County and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a register (the "Bond Register") in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged. The term Holder or Bondholder as used herein shall mean the person (whether a natural person, corporation, association, partnership, trust, governmental unit, or other legal entity) in whose name a Bond is registered in the Bond Register.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered for payment, transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the County.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The County and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of the Bond, whether the Bond shall be overdue or not, for the purpose of receiving payment of or on account of, the principal of and interest on the Bond and for all other purposes; and all payments made to any registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds (except for an exchange upon a partial redemption of a Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the

Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the County and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the County. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

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

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

2.07. Execution, Authentication and Delivery. The Bonds shall be prepared under the direction of the County Auditor / Treasurer and shall be executed on behalf of the County by the signatures of the Chair and County Coordinator, provided that the signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been prepared, executed and authenticated, the County Auditor / Treasurer shall deliver them to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

2.08. Securities Depository. (a) For purposes of this section the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person's subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the County agrees to comply with DTC's Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the County may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever, and neither the Registrar nor the County shall be affected by any notice to the contrary. Neither the Registrar nor the County shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC's Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the County to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the County determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of bond certificates, the County may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the County and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Chair or County Coordinator, if not previously filed with DTC, is hereby authorized and directed.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar

of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of bond certificates and the method of payment of principal of and interest on such Bonds in the form of bond certificates.

2.09. Form of Bonds. The Bonds shall be prepared in substantially the following form:
 UNITED STATES OF AMERICA
 STATE OF MINNESOTA

KANABEC COUNTY

GENERAL OBLIGATION JAIL CROSSOVER REFUNDING BOND, SERIES 2015A

R-_____ \$_____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
___%	December 1, 20__	April 1, 2015	483608 ___

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

KANABEC COUNTY, MINNESOTA (the "County"), acknowledges itself to be indebted and for value received hereby promises to pay to the registered owner named above, or registered assigns, the principal amount specified above on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, all subject to the provisions referred to herein with respect to the redemption of the principal of the Bond before maturity. Interest hereon is payable on June 1 and December 1 in each year, commencing December 1, 2015, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. Interest hereon shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest hereon and, upon presentation and surrender hereof at the principal office of the agent of the Registrar described below, the principal hereof are payable in lawful money of the United States of America by check or draft drawn on Northland Trust Services, Inc. in Minneapolis, Minnesota, as bond registrar, transfer agent and paying agent, or its successor designated under the Resolution described herein (the "Registrar"), or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the County have been and are hereby irrevocably pledged.

This Bond is one of an issue (the “Bonds”) in the aggregate principal amount of \$8,485,000, issued pursuant to a resolution adopted by the County Board on February 25, 2015 (the “Resolution”) to provide funds to refund certain outstanding general obligation bonds of the County, and is issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes Chapter 475. The Bonds are issuable only in fully registered form, in the denomination of \$5,000 or any integral multiple thereof, of single maturities.

Bonds having stated maturity dates in the years 2023 and thereafter are each subject to redemption at the option of the County, in whole or in part, in such order of maturity dates as the County may select and, within a maturity, by lot as selected by the Registrar (or, if applicable, by the bond depository in accordance with its customary procedures), in integral multiples of \$5,000, on December 1, 2022, and on any date thereafter, at a price equal to 100% of the principal amount thereof plus interest accrued to the date of redemption. At least 30 days before the date specified for the redemption of any Bond the County will cause notice of redemption to be published if and to the extent required by law, and to be mailed by first class mail (or, if applicable, provided in accordance with the operational arrangements of the bond depository), to the registered owner of any Bond to be redeemed at the owner’s address as it appears on the Bond Register maintained by the Registrar, but no defect in or failure to give such notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the County shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the County at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney, and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the County will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

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

The County and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the County nor the Registrar shall be affected by any notice to the contrary.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the County.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the County in accordance with its terms, have been done, do exist, have happened and have been performed as so required; that, prior to the issuance hereof the Board of Commissioners has levied ad valorem taxes upon all taxable property in the County, which taxes are estimated to be collectible for the years and in amounts sufficient to produce sums not less than five percent in excess of the principal of and interest on the Bonds when due, and has appropriated such taxes to the payment of such principal and interest; that if necessary for payment of such principal and interest, additional ad valorem taxes are required to be levied upon all taxable property in the County, without limitation as to rate or amount; that the issuance of this Bond, together with all other indebtedness of the County outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the County to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Kanabec County, Minnesota, by its Board of Commissioners, has caused this Bond to be executed on its behalf by the facsimile signatures of the Chair and County Coordinator.

KANABEC COUNTY, MINNESOTA

(facsimile signature – County Coordinator)

(facsimile signature – Chair)

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication: _____

NORTHLAND TRUST SERVICES, INC.
as Registrar

By _____

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF
ASSIGNEE: _____

[end of bond form]

SECTION 3. USE OF PROCEEDS. The County Auditor / Treasurer is hereby authorized and directed, simultaneously with the delivery of the Bonds, to deposit the proceeds thereof in the amount of \$8,710,319.70, in escrow with Northland Trust Services, Inc., in Minneapolis, Minnesota, and shall invest the funds so deposited in securities authorized for such purpose, maturing on such dates and bearing interest at such rates as are required to provide funds sufficient, with cash retained in the escrow account, to pay the interest to become due on the Bonds to and including the Crossover Date and to redeem the Refunded Bonds in the principal amount of \$8,455,000 on the Crossover Date. The Chairperson and the County Coordinator are hereby authorized to enter into an escrow agreement with said bank establishing the terms and conditions for the escrow account in accordance with Minnesota Statutes, Section 475.67. Proceeds of the Bonds in the amount of \$70,134.55 shall be applied to pay issuance expenses and contingencies.

SECTION 4. GENERAL OBLIGATION JAIL CROSSOVER REFUNDING BONDS, SERIES 2015A BOND FUND. The Bonds shall be payable from a separate and special General Obligation Jail Crossover Refunding Bonds, Series 2015A Bond Fund (the "Bond Fund") of the County, which the County agrees to maintain until the Bonds have been paid in full. If the money in the Bond Fund should at any time be insufficient to pay principal and interest due on the Bonds, such amounts shall be paid from other moneys on hand in other funds of the County, which other funds shall be reimbursed therefor when sufficient money becomes available in the Bond Fund. The moneys on hand in the Bond Fund from time to time shall be used only to pay the principal of and interest on the Bonds. Into the Bond Fund shall be paid: (a) the amounts specified in Section 3; (b) ad valorem taxes collected in accordance with the provisions of Section 5 hereof; (c) escrow fund earnings and (d) any other funds appropriated by the Board for the payment of the Bonds.

There are hereby established two accounts in the Bond Fund, designated as the "Debt Service Account" and the "Surplus Account." All money appropriated or to be deposited in the Bond Fund shall be deposited as received into the Debt Service Account. On each December 1, the County Auditor shall determine the amount on hand in the Debt Service Account after payment of the principal of and interest on the Bonds due on that date. If such amount is in excess of one-twelfth of the debt service payable from the Bond Fund in the immediately preceding 12 months, the County Auditor / Treasurer shall promptly transfer the amount in excess to the Surplus Account. Amounts on hand in the Surplus Account shall (unless an opinion is otherwise received from bond counsel) be invested at a yield which does not exceed the yield on the Bonds calculated in accordance with Section 148 of the Code. If at any time the amount on hand in the Debt Service Account is insufficient for the payment of principal and interest then due, the County Auditor / Treasurer shall transfer to the Debt Service Account

amounts on hand in the Surplus Account to the extent necessary to cure such deficiency. Investment earnings (and losses) on amounts from time to time held in the Debt Service Account and Surplus Account shall be credited or charged to said accounts. Proceeds of the Bonds in the amount of \$14,099.55 shall be deposited in the Debt Service Account of the Bond Fund.

If the aggregate balance in the Bond Fund is at any time insufficient to pay all interest and principal then due on all Bonds payable therefrom, the payment shall be made from any fund of the County which is available for that purpose, subject to reimbursement from the Surplus Account in the Bond Fund when the balance therein is sufficient, and the County Board covenants and agrees that it will each year levy a sufficient amount of ad valorem taxes to take care of any accumulated or anticipated deficiency, which levy is not subject to any constitutional or statutory limitation.

SECTION 5. PLEDGE OF TAXING POWERS. For the prompt and full payment of the principal of and interest on the Bonds as such payments respectively become due, the County hereby irrevocably pledges its full faith, credit and unlimited taxing powers. In order to produce aggregate amounts which, together with the collections of other amounts as set forth in Section 4, will produce amounts not less than 5% in excess of the amounts needed to meet when due the principal and interest payments on the Bonds, ad valorem taxes are hereby levied on all taxable property in the County. The taxes will be levied and collected in the following years and amounts:

<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
-------------------	-------------------------	---------------

(see attached Schedule I)

SECTION 6. DEFEASANCE. When all of the Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this Resolution to the registered owners of the Bonds shall cease. The County may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The County may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank or trust company qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such time and at such rates and maturing or callable at the holder's option on such dates as shall be required to pay all principal and interest to become due thereon to maturity.

SECTION 7. CERTIFICATION OF PROCEEDINGS.

7.01. Registration of Bonds. The County Auditor / Treasurer is hereby authorized and directed to file a certified copy of this resolution and prepare a certificate that the Bonds have been duly entered upon the Auditor / Treasurer's bond register and the tax required by law has been levied.

7.02. Authentication of Transcript. The officers of the County are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records relating to the Bonds and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds, as the same appear from the books and records in their custody and control or as otherwise known to them, and all such certified copies, affidavits and certificates, including any heretofore furnished, shall be deemed representations of the County as to the correctness of all statements contained therein.

7.03. Official Statement. The Preliminary Official Statement relating to the Bonds, dated February 19, 2015, prepared and distributed by Northland Securities, Inc., the municipal advisor for the County, is hereby approved. Northland Securities, Inc. is hereby authorized on behalf of the County to prepare and deliver to the Purchaser within seven business days from the date hereof a supplement thereto listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Official Statement by Rule 15c2-12 adopted by Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934. The officers of the County are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

SECTION 8. TAX COVENANTS; ARBITRAGE MATTERS AND CONTINUING DISCLOSURE.

8.01. General Tax Covenant. The County covenants and agrees with the registered owners of the Bonds that it will not take, or permit to be taken by any of its officers, employees or agents, any actions that would cause interest on the Bonds to become includable in gross income of the recipient under the Internal Revenue Code of 1986, as amended (the "Code") and applicable Treasury Regulations (the "Regulations"), and covenants to take any and all actions within its powers to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. It is hereby certified that the proceeds of the Refunded Bonds were used for the acquisition and betterment of jail facilities owned and maintained by the County, and the County covenants and agrees that, so long as the Bonds are outstanding, the County shall not enter into any lease, management agreement, use agreement or other contract with the federal government or any nongovernmental entity relating to the jail facilities which would cause the Bonds to be considered "private activity bonds" or "private loan bonds" pursuant to Section 141 of the Code.

8.02. Arbitrage Certification. The Chair and County Coordinator being the officers of the County charged with the responsibility for issuing the Bonds pursuant to this resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with Section 148 of the Code, and applicable Regulations, stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and Regulations.

8.03. Arbitrage Rebate. The County acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The County covenants and agrees to retain

such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the spending exceptions set forth in Section 1.148-7 of the Regulations and no “gross proceeds” of the Bonds (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof.

8.04. Qualified Tax-Exempt Obligations. In order to enhance the marketability of the Bonds, and since the reasonably anticipated amount of tax-exempt governmental obligations (within the meaning of Section 265(b)(3) of the Code) expected to be issued by the County and all subordinate entities in 2015 does not exceed \$10,000,000, the Bonds are hereby designated by the County as “qualified tax-exempt obligations” pursuant to Section 265(b) of the Code.

8.05. Redemption of Refunded Bonds. The Escrow Agent has been directed to advise U.S. Bank National Association, as paying agent for the Refunded Bonds, to call such bonds for redemption and prepayment on the Crossover Date, and to give thirty days mailed Notice of Redemption, all in accordance with the provisions of the resolutions authorizing the issuance of such bonds.

8.06. Authorization of Payment of Certain Costs of Issuance of the Bonds. The County authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to the Registrar on the closing date for further distribution as directed by Northland Securities, Inc.

8.07. Continuing Disclosure. (a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit the Purchaser and other participating underwriters in the primary offering of the Bonds to comply with amendments to Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), relating to continuing disclosure (as in effect and interpreted from time to time, the Rule), which will enhance the marketability of the Bonds, the County hereby makes the following covenants and agreements for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Bonds. The County is the only obligated person in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made. If the County fails to comply with any provisions of this section, any person aggrieved thereby, including the Owners of any outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this section, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this section constitute a default under the Bonds or under any other provision of this resolution. As used in this section, Owner or Bondowner means, in respect of a Bond, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, Beneficial Owner means, in respect of a Bond, any person or entity which (a) has the power, directly or indirectly, to vote or

consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of the Bond for federal income tax purposes.

(b) Information To Be Disclosed. The County will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the County, the following information at the following times:

(1) on or before twelve (12) months after the end of each fiscal year of the County, commencing with the fiscal year ending December 31, 2014, the following financial information and operating data in respect of the County (the Disclosure Information):

- (A) the audited financial statements of the County for such fiscal year, prepared in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the County, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the County; and
- (B) to the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most recently available of the type contained in the Official Statement under the headings: “ECONOMIC AND FINANCIAL INFORMATION—Valuations,” “—Tax Capacity Rates” and “—Tax Levies and Collections” and “SUMMARY OF DEBT AND DEBT STATISTICS,” which information may be unaudited.

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the County shall provide on or before such date unaudited financial statements and, within 10 days after the receipt thereof, the County shall provide the audited financial statements. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been submitted to the Municipal Securities Rulemaking Board (the MSRB) through its Electronic Municipal Market Access System (EMMA) or the SEC. The County shall clearly identify in the Disclosure Information each document so incorporated by reference. If any part of the Disclosure Information can no longer be generated because the operations of the County have materially changed or been discontinued, such Disclosure Information need no longer be provided if the County includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other County operations in respect of which data is not included in the Disclosure Information and the County determines that certain specified data regarding such replacement operations would be a Material Fact (as

defined in paragraph (2) hereof), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations. If the Disclosure Information is changed or this section is amended as permitted by this paragraph (b)(1) or subsection (d), then the County shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

- (2) In a timely manner, not in excess of 10 business days after the occurrence of the event, to the MSRB through EMMA, notice of the occurrence of any of the following events (each a “Material Fact,” as hereinafter defined):
 - (A) principal and interest payment delinquencies;
 - (B) non-payment related defaults, if material;
 - (C) unscheduled draws on debt service reserves reflecting financial difficulties;
 - (D) unscheduled draws on credit enhancements reflecting financial difficulties;
 - (E) substitution of credit or liquidity providers, or their failure to perform;
 - (F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
 - (G) modifications to rights of Bond holders, if material;
 - (H) Bond calls, if material and tender offers;
 - (I) defeasances;
 - (J) release, substitution, or sale of property securing repayment of the Bonds if material;
 - (K) rating changes;
 - (L) bankruptcy, insolvency, receivership, or similar event of the obligated person;
 - (M) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
 - (N) appointment of a successor or additional trustee or the change of name of a trustee, if material.

As used herein, for those events that must be reported if material, an event is material if a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing sentence, an event is also material if it would be deemed material for purposes of the purchase,

holding or sale of a Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For the purposes of the event identified in (L) hereinabove, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (3) In a timely manner, to the MSRB through EMMA, notice of the occurrence of any of the following events or conditions:
 - (A) the failure of the County to provide the Disclosure Information required under paragraph (b)(1) at the time specified thereunder;
 - (B) the amendment or supplementing of this section pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the County under subsection (d)(2);
 - (C) the termination of the obligations of the County under this section pursuant to subsection (d);
 - (D) any change in the accounting principles pursuant to which the financial statements constituting a portion of the Disclosure Information are prepared; and
 - (E) any change in the fiscal year of the County.

(c) Manner of Disclosure.

- (1) The County agrees to make available to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, the information described in subsection (b).
- (2) All documents provided to the MSRB pursuant to this subsection (c) shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(d) Term; Amendments; Interpretation.

- (1) The covenants of the County in this section shall remain in effect so long as any Bonds are outstanding. Notwithstanding the preceding sentence, however, the obligations of the County under this section shall terminate and be without further effect as of any date on which the County delivers to the Registrar an opinion of Bond Counsel to the effect that, because of legislative action or final judicial or

administrative actions or proceedings, the failure of the County to comply with the requirements of this section will not cause participating underwriters in the primary offering of the Bonds to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.

- (2) This section (and the form and requirements of the Disclosure Information) may be amended or supplemented by the County from time to time, without notice to (except as provided in paragraph (c)(2) hereof) or the consent of the Owners of any Bonds, by a resolution of this Board filed in the office of the recording officer of the County accompanied by an opinion of Bond Counsel, who may rely on certificates of the County and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the County or the type of operations conducted by the County, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this section as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

If the Disclosure Information is so amended, the County agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

- (3) This section is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

Upon vote being take thereon, the following voted in favor thereof: Kim Smith, Dennis McNally, Kathi Ellis, Les Nielsen, Gene Anderson

and the following voted against the same: None

whereupon the resolution was declared duly passed and adopted.

Action #15 – It was moved by Kathi Ellis, seconded by Les Nielsen and carried unanimously to approve the following resolution:

Resolution #15 – 2/25/15

Certified County Budget for 2015

WHEREAS the Kanabec County Board of Commissioners has adopted the 2015 budget and tax levy, and

WHEREAS the 2015 Budget needs to reflect updates to the Revenue and Welfare funds;

BE IT THEREFORE RESOLVED by the Kanabec County Board of Commissioners that the County Auditor/Treasurer is authorized to revise the 2015 budget to reflect updates to the Welfare and Revenue funds. THESE UPDATES DO NOT AFFECT 2015's Tax Levy.

FUND	PROPOSED BUDGET	PROPOSED LEVY
<i>a.</i> Revenue Fund	14,805,417	6,399,421
<i>b.</i> Welfare Fund	5,345,737	2,005,820
<i>c.</i> Road & Bridge Fund	6,574,521	2,331,023
<i>d.</i> Railroad Authority Fund	1,623	1,623
<i>e.</i> Debt Service – Tax Capacity based (<i>not including market value levy</i>) “ <i>Building Fund</i> ”	849,870	849,870
<i>f.</i> SUB-TOTALS (<i>total of a. through e.</i>)	27,577,168	11,587,757
<i>g.</i> - County Program Aid Y2014		1,048,543.00
<i>h.</i> Sub Total (total of f-g)		10,539,214
<i>i.</i> + Debt Service For Market Based Referendum Levy		178,740
<i>j.</i> TOTAL FINAL PAYABLE Y2014 LEVY (total h+i)		10,717,954

Action #16 – It was moved by Les Nielsen, seconded by Kim Smith and carried unanimously to approve the following resolution:

Resolution #16 - 02/25/15

WHEREAS there is a vacancy in the position of an Assistant County Attorney, and

WHEREAS the board desires to refill this vacant position;

BE IT RESOLVED that the County Board authorizes the County Attorney and the County Personnel Director to hire an Assistant County Attorney to refill the vacant position at

Step A, Range 16 of the pay plan which is \$28.00 per hour (\$26.00 per hour + a \$2.00 market adjustment) or the rate set by rule for internal promotion, and

BE IT FURTHER RESOLVED that the hours of work for this position be limited to those budgeted, and

BE IT FURTHER RESOVLED to hire from the vacancy list from November 2014.

Action #17 – It was moved by Kim Smith, seconded by Kathi Ellis and carried unanimously to approve the following resolution:

Resolution # 17 - 02/25/15
Building Maintenance Technician I Evaluation

WHEREAS the board did by Action #15-02/11/15 refer the position of Building Maintenance Technician I to the pay plan consultant for review, and

WHEREAS the board has been presented with the results of that study;

BE IT RESOLVED to accept the following ranking for the “Building Maintenance Technician I” position, which results in Pay Range 6:

Category	Rank	Points
Qualifications	q24	57
Decisions	d8	24
Problem Solving	p6	31
Relationships	r13	48
Effort A	ea13	8
Effort B	eb10	8
Hazards	h10	15
Environment	n10	18
TOTAL POINTS		209

and,

BE IT FURTHER RESOLVED that this change is effective February 21, 2015.

Action #18 – It was moved by Les Nielsen, seconded by Kim Smith and carried unanimously to approve the Economic Advisory Commission request for up to \$2,500 for an economic gardening project, and ask the City of Mora and the City of Ogilvie for a percentage.

Commissioners gave reports on the activities of the Boards and Committees in which they participate.

Action #19 – It was moved by Les Nielsen, seconded by Kathi Ellis and carried unanimously to adjourn at 12:23pm and to meet again in regular session on Wednesday, March 11, 2015 at 9:00am.

Signed _____

Chairperson of the Kanabec County Board of Commissioners,
Kanabec County, Minnesota

Attest: _____

Board Clerk