

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota
County of Kanabec
Office of County Coordinator

November 16, 2016

The Kanabec County Board of Commissioners met at 9:00am on Wednesday, November 16, 2016 pursuant to adjournment with the following Board Members present: Gene Anderson, Kim Smith, Dennis McNally, Les Nielsen, and Kathi Ellis.

The Chairperson led the assembly in the Pledge of Allegiance.

Action #1 – It was moved by Dennis McNally, seconded by Kim Smith and carried unanimously to approve the agenda as amended: add lease agreement approval for Northern Piping Processing, add 10:50 Randy Ulseth appointment.

Action #2 – It was moved by Kathi Ellis, seconded by Kim Smith and carried unanimously to approve the November 2, 2016 minutes of the Kanabec County Board of Commissioners as corrected: remove “of” from Action #15.

Action #3 – It was moved by Les Nielsen, seconded by Kim Smith and carried unanimously to approve the following paid claims:

<u>Vendor</u>	<u>Amount</u>
Anne Lake Township	29,997.90
Arthur Township	53,033.88
Braham Public Schools	46,182.23
Brunswick Township	51,398.88
City of Braham	8,073.09
City of Grasston	7,090.39
City of Milaca	31.34
City of Mora	410,838.20
City of Ogilvie Clerk	32,422.59
City of Quamba	24,806.88
Comfort Township	56,859.64
Comm of Finance- Treas Div	216.14
Consolidated Communications	1,002.23
Consolidated Communications	68.26
CW Technology	627.20
CW Technology	4,600.00
East Central Energy	81.35
East Central Energy	166.76

East Central Reg Dev Comm	8,889.51
East Central School Dist	15,577.99
Ford Township	32,609.75
Grass Lake Township	32,437.63
Haybrook Township	22,704.11
Hillman Township	21,397.01
Hinckley- Finlayson Schools	14,493.63
Holiday Credit Office	7,641.07
Isle Public Schools	20,191.30
Johnson, Samuel	246.50
Kanabec County	137,464.78
Kanabec County Auditor/Treas	5,859.00
Kanabec County Auditor/Treas	14,661.00
Kanabec County Auditor/Treas	3,729.53
Kanabec Township	26,115.91
Knife Lake Township	34,307.51
Kroschel Township	17,598.64
Midcontinent Communications	612.11
Milaca Public Schools	3,379.30
Minnesota Dept of Finance	5,591.00
Mora Municipal Utilities	17,439.19
Mora Public Schools	509,189.24
Network Billing Systems	215.79
Office of MN.IT Services	1,300.00
Ogilvie Public Schools	153,980.90
Peace Township	52,621.58
Pine City Public Schools	238.10
Pomroy Township	27,677.65
Quality Disposal	22.50
Southfork Township	18,808.66
Spire Credit Union	3,694.35
Sun Life Financial	3,201.31
Tessneer Law Office	382.50
The Hartford Priority Accounts	1,718.70
Verizon Wireless	2,312.91
Verizon Wireless	212.84
Verizon Wireless	560.22
Whited Township	24,232.44
Total	<u>1,970,813.22</u>

Action #4 – It was moved by Kathi Ellis, seconded by Dennis McNally and carried unanimously to approve the following claims on the funds indicated:

Revenue Fund

VENDOR	AMOUNT
ACE Hardware	65.97
ACE Hardware	23.41
Advanced Correctional Healthcare	12,915.77
Alkire, Alyce	1,006.98
Amity Graphics	117.53
Association of MN Counties	375.00
Association of MN Counties	280.00
Auto Value Mora	221.93
Auto Value Mora	21.96
A'viands	9,667.06
Brenny, Laurell	606.42
Christianson, Craig	1,033.02
Coborn's	44.74
Curtis, Michael	1,156.02
CW Technology	65.00
D & T Ventures	225.00
DKN Construction	630.43
DVS	24.00
E Weinberg Supply & Equipment	906.76
East Central Exterminating	240.00
East Central Exterminating	120.00
East Central Title	250.00
ECM Publishers	441.75
EDAM	295.00
Faust, Patrick	615.60
FBG Service Corporation	6,995.04
FirstLight Health System	29.73
Fresonke, Lew	287.52
Fritz, William	400.00
Garcia Clinical Laboratory	8.00
Glen's Tire	45.35
Glen's Tire	252.06
Grainger	46.53
Granite City Jobbing Co	561.93
Granite Electronics	748.00
Haasken Dental	314.00
Hoefert, Robert	1,606.52
Hood, Barbara	392.01
Horizon Towing	382.07
Industrial Health Services Network	177.10

Innovative Office Solutions	9,817.16
ITsavvy	440.94
ITsavvy	42.37
ITsavvy	106.90
Johnsons Hardware & Rental	14.99
Johnsons Hardware & Rental	880.74
Kanabec Publications	975.00
Kanabec Publications	106.98
Kanabec Publications	22.95
Kanabec-Pine Community Health	12,878.27
Kanabec-Pine Community Health	1,346.88
KEEPRS	355.34
KEEPRS	99.99
KEEPRS	92.58
Kennedy, Kerry Jr	460.22
Koch's Hardware	61.97
Kramersmeier, Wallace	250.00
Lakes Area Mudjacking Co	3,650.00
Lakes Area Mudjacking Co	2,450.00
Landreville, Willard	455.62
Lane, Dave	32.40
MAAO Region III C/O Shelly Maloney	100.00
Manthie, Mark	70.20
Manthie, Scott	1,124.18
Manthie, Wendy	1,091.88
Marohn, Brenda	9.72
McGee, Michael	2,000.00
Menards	16.93
Midcontinent Communications	572.11
Mille Lacs Disposal Inc	20.00
Minnesota County Attorneys Association	195.00
Minnesota Dept of Labor & Industry	220.00
Minnesota Pollution Control Agency	54,340.17
Mobilex USA	60.00
Mora Area Chamber of Commerce	220.00
Mora Unclaimed Freight	339.98
Mora Unclaimed Freight	36.13
Nelson, Ansel	790.18
Nelson, Jerald	98.22
Nelson, Ronette	695.66
Neopost USA	368.00
Newgard, Jean	585.67
Nielsen, Dana	235.98

Noble Medical	321.70
Novus	225.00
Oak Gallery	17.18
O'Donovan, Barbara	833.50
Office Depot	211.46
Office Depot	75.19
Office Depot	107.35
Office Depot	53.57
Office Depot	59.58
Office Depot	51.71
Office Depot	103.06
Owens Auto Parts	42.62
Owens Auto Parts	11.15
Payne, Elisabeth	102.60
People Powered Sports	1,000.00
Peterson, Kevin	33.94
Preferred Cleaning	525.00
Quality Disposal	350.44
Quality Disposal	188.45
Raiche, Nancy	843.10
Ranweiler, Sabrina	142.56
Reid, Greg	62.10
Roberts, Rodney	609.12
Rogers, Pearl	358.02
Rupp, Anderson, Squires & Waldspurger	750.00
Shopko Stores Operating Co	7.86
Shopko Stores Operating Co	18.22
Smith, Larry	505.54
Stellar Services	683.18
Strelow, David	87.61
Summit Companies	213.00
Thompson-Reuters-West	638.85
Thompson-Reuters-West	297.55
Tinker & Larson Inc	172.00
Tinker & Larson Inc	1,143.00
Uniforms Unlimited	103.50
VanDall, Camille	904.10
Visser, Maurice	637.79
Voight, Jackie	311.04
Von Eschen, Tina	152.11
Wergin, Richard	50.00
Wiitala, David	766.26

Zamora, Ray	743.86
Total	155,840.39

Road & Bridge Fund

Vendor	Amount
3M	32.00
AmeriPride	469.49
Blaine Brothers Truckaline	258.98
Boyer Trucks	191.09
Brockwhite	1,560.00
Central McGowan	3,123.75
Citi Lites	455.00
Crop Production Services, Inc.	56.00
East Central Solid Waste Commission	9,853.74
Federated Co-op	329.95
First Lab	95.90
Fleetmatics	559.00
Glens Tire	245.50
Gopher State One Call	152.55
Granite City Jobbing Co., Inc.	954.25
Hardrives	2,853.80
Marco	188.00
Minnerath Construction Inc.	220,234.45
Minnesota Energy	111.15
MN Dept. of Labor and Industry	120.00
Owens Auto Parts	633.80
Pomp's Tire Service	2,049.44
Power Plan	2,020.55
Preferred Cleaning	1,050.00
Ringler, Jeremy	235.00
Stegeman, Jesse	49.90
Verizon	37.52
Total	247,920.81

Action #5 – It was moved by Kim Smith, seconded by Les Nielsen and carried unanimously to recess the board meeting at 9:09am to a time immediately following the Human Service Board.

The Kanabec County **Human Service Board** met at **9:09pm** on Wednesday, November 16, 2016 pursuant to adjournment with the following Board Members present: Gene Anderson,

Kim Smith, Dennis McNally, Les Nielsen, and Kathi Ellis. County Coordinator Pat Christopherson presented the Human Services agenda.

Action #HS6– It was moved by Kim Smith, seconded by Kathi Ellis and carried unanimously to approve the Human Service Board agenda as amended: add approval of bills from Oct 19, 2016.

Action #HS7 – It was moved by Kathi Ellis, seconded by Les Nielsen and carried unanimously to approve the following resolution:

Resolution #HS7 – 11/16/16

Revised Child Care Plan Resolution

WHEREAS, the Kanabec County Family Services Child Care Plan currently states that parents are required to sign the Billing Forms, and

WHEREAS, due to the implementation of MEC² PRO for billing Child Care Services to the Department of Human Services, the billing may be completed electronically and original signatures won't be required on those bills that are electronically filed, and

WHEREAS, a request is being made by the Financial Supervisor to revise the Child Care Plan to reflect the new process of electronic billing for Child Care services and the addition of language which discontinues having parents sign the Billing Forms in the case of electronic filing.

NOW THEREFORE BE IT RESOLVED the Kanabec County Family Service Board approves the revised Child Care Plan with the following language, "Signature is not required when billing in MEC² PRO. However, provider is required to retain billing forms with parent signature on file. These forms must be presented to the county upon request. Providers are required to comply with the attendance record keeping/retention requirements as defined in CCAP policy."

Action #HS8 – It was moved by Les Nielsen, seconded by Kim Smith and carried unanimously to approve the following resolution:

Resolution #HS8 – 11/16/16

Respite Care Services Grant for Children Receiving Rule 79 Case Management Resolution

WHEREAS, Kanabec County Family Services has been presented with the opportunity to apply for funding for Respite Care services for families with children receiving Rule 79 case management, and

WHEREAS, respite services are a much needed support for the caregivers of children with emotional disturbances and there is little funding available to provide the needed break for families, and

WHEREAS, Kanabec County Children's Services Supervisor requests the Board approves the application for the Respite Services Grant;

THEREFORE BE IT RESOLVED that the Kanabec County Family Services Board approves the Children's Services Supervisor applying for the Respite Services grant through the Minnesota Department of Human Services and accepting such funding if approved.

Action #HS9 – It was moved by Kim Smith, seconded by Kathi Ellis and carried unanimously to approve the following resolution:

Resolution #HS9 – 11/16/16

Central MN Continuum of Care MoU Resolution

WHEREAS, the Central MN Continuum of Care Program is designed to promote a community-wide commitment to the goal of ending homelessness; to provide funding for efforts by nonprofit providers, States and local governments to quickly re-house homeless individuals and families while minimizing the trauma and dislocation caused to individuals, families and communities by homelessness; to promote access to and effective utilization of mainstream programs by homeless individuals and families; and to optimize self-sufficiency among individuals and families experiencing homelessness, and

WHEREAS, Kanabec County Family Services is in support of the Youth Homelessness Demonstration Program (YHDP) project and committed to work together in a coordinated fashion for the fulfillment of the YHDP.

THEREFORE BE IT RESOLVED the Kanabec County Family Services Board approves the Memorandum of Understanding with the Central MN Continuum of Care and Kanabec County dba Kanabec County Family Services to work together in a coordinated fashion for the fulfillment of the YHDP Project.

Action #HS10 – It was moved by Kim Smith, seconded by Les Nielsen and carried unanimously to approve a Consent Agenda including all of the following actions:

Resolution #HS10a - 11/16/16

Psychological Services Contract – Susan Blom

WHEREAS, the Family Services Agency does contract for psychological services pursuant to MS §245.461 through 245.486 and 245.487 through 245.488 through the Minnesota

Comprehensive Adult Mental Health Act and the MN Comprehensive Children's Mental Health Act, and

WHEREAS, such a contract has been presented to the Kanabec County Board of Commissioners for the year 2017;

THEREFORE BE IT RESOLVED to approve an agreement for psychological services for the year 2016, not to exceed \$33,150 with Susan Blom for the time period January 1, 2017 through December 31, 2017.

Resolution #HS10b - 11/16/16

Psychological Services Contract – Linda Walinski

WHEREAS, the Family Services Agency does contract for psychological services pursuant to MS §245.461 through 245.486 and 245.487 through 245.488 through the Minnesota Comprehensive Adult Mental Health Act and the MN Comprehensive Children's Mental Health Act, and

WHEREAS, such a contract has been presented to the Kanabec County Board of Commissioners for the year 2017;

THEREFORE BE IT RESOLVED to approve an agreement for psychological services for the year 2016, not to exceed \$26,928 with Linda Walinski for the time period January 1, 2017 through December 31, 2017.

Resolution #HS10c - 11/16/16

Psychological Services Contract – Rob Linninger

WHEREAS, the Family Services Agency does contract for psychological evaluations and counseling services pursuant to MS §245.461 through 245.486 and 245.487 through 245.488 through the Minnesota Comprehensive Adult Mental Health Act and the MN Comprehensive Children's Mental Health Act, and

WHEREAS, such a contract has been presented to the Kanabec County Board of Commissioners for the year 2017;

THEREFORE BE IT RESOLVED to approve an agreement for psychological evaluations and counseling services for the year 2017, not to exceed \$7,722 with Rob Linninger for the time period January 1, 2017 through December 31, 2017.

Resolution #HS10d - 11/16/16

Psychiatric Services Contract – Dr. Paul Richardson

WHEREAS, the Family Services Agency does contract for psychiatric services, and

WHEREAS, such a contract has been presented to the Kanabec County Board of Commissioners for the year 2017;

THEREFORE BE IT RESOLVED to approve an agreement for psychiatric services for the year 2017 with Dr. Paul Richardson for 4 hours per week at \$225 per hour for the time period January 1, 2017 through December 31, 2017.

Resolution #HS10e - 11/16/16

Detoxification Services – Central MN Mental Health Center

WHEREAS, Kanabec County Family Services contracts for detoxification services, and

WHEREAS, Central Minnesota Mental Health Center agrees to accept appropriate referrals from Kanabec County for the purpose of providing detoxification services, and

WHEREAS, such an agreement has been presented to the Kanabec County Board of Commissioners, for the year 2017;

THEREFORE BE IT RESOLVED to approve an agreement for detoxification services for the year 2016 at a daily rate of \$445.00 per client, with Central Minnesota Mental Health Center for the time period January 1, 2017 through December 31, 2017.

Resolution #HS10f - 11/16/16

Psychological Services Contract –Karissa Ignaszewski

WHEREAS, the Family Services Agency does contract for psychiatric evaluations and counseling services for the Region 7E Mental Health Project, and

WHEREAS, such a contract has been presented to the Kanabec County Board of Commissioners for a period beginning January 1, 2017 and ending December 31, 2017, and

WHEREAS, this position is fully funded by the Region Adult Mental Health Initiative Funds;

THEREFORE BE IT RESOLVED to approve an agreement for psychiatric services for the period beginning January 1, 2017 and ending December 31, 2017 with Karissa Ignaszewski.

Resolution #HS10g – 11/16/16

Mille Lacs County Psychiatric Services Resolution

WHEREAS, Minn. Stat. §§245.461 through 245.486 and Minn. Stat. §§245.487 through 245.488 establishes the Minnesota Comprehensive Adult Mental Health Act and the Minnesota Comprehensive Children’s Mental Health Act, respectively; and

WHEREAS, Mille Lacs County Community and Veterans Services wishes to secure the provision of Psychiatric Services from Kanabec County Family Services, and

WHEREAS, Kanabec County Family Services is suitably qualified and desires to provide Psychiatric services for Mille Lacs County; and

NOW, THEREFORE BE IT RESOLVED that the Kanabec County Human Services Board approves Kanabec County Family Services entering into an agreement for Psychiatric Services to commence January 1, 2017 through December 31, 2017 with Mille Lacs County.

Resolution #HS10h - 11/16/16

TriMin Services Agreement

WHEREAS, Kanabec County Family Services has a need to retain professional services to obtain computer programming and technical assistance for the maintenance and support of computer systems they use as a Human Services Agency, and

WHEREAS, such an agreement with TriMin is being presented to the Kanabec County Board of Commissioners;

THEREFORE BE IT RESOLVED to approve an agreement for computer programming, technical assistance and related services to support and maintain the systems and systems components from January 1, 2017 through December 31, 2017.

Resolution #HS10i – 11/16/16

Internship Memorandum of Agreement Resolution

WHEREAS, Pine Technical College has a Financial Worker program and is need of Internship training sites, and

WHEREAS, Kanabec County Family Services has facilities for providing suitable training experience that meets the educational needs of the students enrolled in the Financial Worker program, and

WHEREAS, it is in the best interest of Kanabec County Family Services to provide a training site where Pine Technical College students can learn and develop skills and

qualifications needed to achieve the student's occupational goals and satisfy the Program requirements while assisting in the development of trained personnel to meet future area employment needs;

THEREFORE BE IT RESOLVED to approve an Agreement between Pine Technical College and Kanabec County through its Family Services Agency for a period of five years from January 1, 2017 to provide an Internship Training Site for the Financial Worker program.

Action #HS11 – It was moved by Kathi Ellis, seconded by Kim Smith and carried unanimously to approve a Consent Agenda including all of the following actions:

Resolution #HS11a - 11/16/16

Department of Human Services
Community Supports Program Contract

WHEREAS, the State of Minnesota, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a) and 245.462 to 245.486 (“the Minnesota Comprehensive Adult Mental Health Act”) is empowered to enter into grant contracts to create and ensure a unified, accountable, comprehensive adult mental health system, and

WHEREAS, pursuant to the Minnesota Comprehensive Adult Mental Health Act, County and State will collaborate to provide supports and services of a quality that is effective, efficient, appropriate, and consistent with contemporary professional standards in the field of mental health.

THEREFORE BE IT RESOLVED to approve the Contract with the State of Minnesota, through its Department of Human Services, Mental Health Division to provide quality mental health services to the people of Kanabec County, effective January 1, 2017 through December 31, 2018.

Resolution #HS11b - 11/16/16

Regional Adult Mental Health Website
Maintenance Agreement Resolution

WHEREAS, the Regional Adult Mental Health Initiative created and operationalized a mental health website, and

WHEREAS, Kanabec County Adult Social Services Supervisor agreed to oversee the contractor providing marketing services to build and launch the website, and now to maintain the website.

WHEREAS, Kanabec County Adult Social Services Supervisor requests the Board approves the Agreement for his oversight of the maintenance and payment for said services for the regional Adult Mental Health Website.

THEREFORE BE IT RESOLVED that the Kanabec County Family Services Board approves the Agreement for the Adult Social Services Supervisor to oversee and the County to pay for maintenance services related to the Regional Adult Mental Health Website and to accept funds up to \$8,640.00 in reimbursement from the Adult Mental Health Initiative.

Resolution #HS11c - 11/16/16

Agreement for MFIP/DWP Services w/CMJTS Resolution

WHEREAS, Kanabec County Family Services has contracted with Central Minnesota Jobs and Training (CMJTS) for employment and training services for cash and assistance clientele, and

WHEREAS, Central Minnesota Jobs and Training has submitted an annual budget for 2017; and

WHEREAS, the Kanabec County Health and Human Services Director is recommending approving contracting with Central Minnesota Jobs and Training in 2017 for employment and training services and approving the budget they have submitted;

THEREFORE BE IT RESOLVED that the Kanabec County Human Services Board approves contracting with Central Minnesota Jobs and Training for employment and training services and approves the 2017 budget submitted.

Action #HS12 – It was moved by Kim Smith, seconded by Les Nielsen and carried unanimously to approve the payment of 130 claims totaling \$203,761.39 on Welfare Funds.

Action #HS13 – It was moved by Dennis McNally, seconded by Kim Smith and carried unanimously to approve the payment of the October 19, 2016 welfare claims of 134 claims totaling \$244,406.66 on Welfare Funds.

Action #HS14– It was moved by Kim Smith, seconded by Kathi Ellis and carried unanimously to adjourn Human Services Board at 9:22am and to meet in regular session on Wednesday, December 21, 2016 at 9:05am.

The Board of Commissioners meeting reconvened.

Action #15 – It was moved by Kathi Ellis, seconded by Les Nielsen and carried unanimously to approve a Consent Agenda including all of the following actions:

Resolution #15a – 11/16/2016

Lakes and Pines CAC Inc. Flood Agreement resolution

WHEREAS, to manage activities around flood response and recovery from the July 2016 flooding in Kanabec County in a way that is seamless and most beneficial to those affected,

WHEREAS, an Agreement between Kanabec County and Lakes and Pines CAC Inc. is being submitted to the Kanabec County Board of Commissioners.

NOW THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners approves the agreement between Kanabec County and Lakes and Pines CAC Inc. for flood response and recovery.

Resolution #15b – 11/16/2016

South Country Health Alliance Participation Agreement Resolution

WHEREAS, South Country Health Alliance has been working on the interoperability of electronic health information to be shared between the health plan, counties and providers, and

WHEREAS, South Country Health Alliance has contracted with Medicity Solutions Subscription Services to supply software, subscription services, hosting and other services to their member counties and providers.

WHEREAS, Kanabec County Community Health desires to participate in the information sharing between counties, health plan and providers in order to provide continuity of care and quality services for their clients.

THEREFORE BE IT RESOLVED, the Kanabec County Board of Commissioners approves entering into an Agreement with South Country Health Alliance and Medicity Solutions Subscription Services for software, subscription services and hosting for the interoperability of electronic health information commencing this Sixteenth Day of November, 2016.

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

Resolution #16 – 11/16/2016

Resolution relating to the Minnesota Pollution Control Agency Clean Water Partnership; authorizing the county to borrow money from the Minnesota Pollution Control Agency and to lend money to eligible participants and eligible lenders to fund projects for the control and abatement of water pollution

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

Section 1. Authorization and Findings.

1.01. The Sponsor, a political subdivision of the State of Minnesota, is authorized and empowered by the provisions of Minnesota Statutes, Sections 103F.701 to 103F.761, as amended (the “Act”), to borrow money from the Minnesota Pollution Control Agency (the “MPCA”) for the purpose of funding a revolving loan program under the Minnesota Clean Water Partnership, as provided in the Act. The Sponsor proposes to enter into a financing agreement (the “MPCA Agreement”) with the MPCA pursuant to which the Sponsor shall borrow money from the MPCA (the “MPCA Loan”) from time to time and lend the proceeds thereof to persons entitled to receive such loans under the MPCA Agreement (“Eligible Participants”), or may agree that loans to the Eligible Participants will be made by local lending institutions (“Eligible Lenders”), such loans to be documented by loan agreements between the Sponsor and each Eligible Participant or Eligible Lender (the “Project Loan Agreements”), in furtherance of the “Project Work Plan” as provided in the MPCA Agreement. The Sponsor may at any time determine to make project loans directly to Eligible Participants, rather than through Eligible Lenders, and in such case the references herein to Eligible Lenders and Project Loan Agreements shall be deemed to refer to Eligible Participants and the loan agreements between the Sponsor and the Eligible Participant.

1.02. The Sponsor is authorized to borrow money and issue its general obligation note (the “Note”) to the MPCA under the Act, in evidence of the MPCA Loan. Under the Act, no election is required to authorize the issuance of the Note, and the Note shall not constitute an indebtedness of the Sponsor within the meaning of any constitutional or statutory provisions or limitations. The Chairperson and County Auditor-Treasurer are hereby authorized to approve the final terms of the Note, and their execution and delivery of the Note shall evidence such approval. The terms of the Note, as so executed and delivered, shall be deemed to be incorporated herein by reference.

1.03. The Sponsor intends to make loans in amounts which will require the Sponsor to issue the Note in an aggregate principal amount not exceeding \$600,000, but recognizes that the MPCA Agreement referred to in Section 1.02 hereof permits the Sponsor to draw up to \$400,000 on the Note at this time. The remaining \$200,000 (or so much thereof as may be required) principal amount of the Note may be drawn only when the Sponsor and the MPCA have executed a new or amended MPCA Agreement permitting additional amounts to be drawn on the Note.

1.04. The execution and delivery of the MPCA Agreement, the form of which is attached hereto as Exhibit A, is, in all respects, hereby authorized, approved and confirmed, and the Chairperson and County Auditor-Treasurer are hereby authorized and directed to execute and deliver the MPCA Agreement in the form and content attached hereto as Exhibit A, with such changes as the Sponsor’s Attorney deems appropriate and approves, for and on behalf of the Sponsor. The Chairperson and County Auditor-Treasurer are hereby further authorized and

directed to implement and perform the covenants and obligations of the Sponsor as set forth in or required by the MPCA Agreement.

1.05. The execution and delivery of the Project Loan Agreements and the pledging of the loan payments thereunder for the security of the Note and the interest thereon shall be, and they are, in all respects, hereby authorized, approved and confirmed, and the Chairperson and County Auditor-Treasurer are hereby authorized and directed to execute and deliver, from time to time, the Project Loan Agreements in such form and content as the County Attorney deems appropriate and approves, for and on behalf of the Sponsor. The Chairperson and County Auditor-Treasurer are hereby authorized to approve the final terms of each Project Loan Agreement, and their execution and delivery of such Project Loan Agreement shall evidence such approval.

1.06. Capitalized terms used but not defined herein shall have the meanings given thereto in the MPCA Agreement.

Section 2. The Note.

2.01. The Sponsor has determined that it is necessary and expedient that the Sponsor issue at this time a Note to be designated “General Obligation Note (MPCA) (Snake River Watershed Resource Protection Project), Series 2016” (the “Note”) to provide moneys to lend to Eligible Participants or Eligible Lenders through the Project Loan Agreements from time to time as the Sponsor shall determine. Pursuant to the Project Loan Agreements, Eligible Participants are required to use the proceeds of the Loan for costs of projects permitted under the MPCA Agreement, and the Eligible Lenders are obligated to use the proceeds of the Lender Loans to make loans to Eligible Participants, as defined in the Project Loan Agreements. The Note shall be substantially in the form attached hereto as Exhibit B; the aggregate principal amount of the Note shall not exceed \$600,000; provided that only \$400,000 may be drawn under the Note until authorized by a new or amended MPCA Agreement. The principal balance of the Note from time to time shall be an amount equal to the aggregate of all MPCA Loan advances theretofore made under the MPCA Agreement, less the amount of any principal repayments or redemptions theretofore made under Sections 2.02 or 2.03 hereof. If the full amount of the MPCA Loan has not been advanced under the MPCA Agreement by June 15, 2020, or such later date as may be provided in a new or amended MPCA Agreement, the MPCA shall, under the provisions of the MPCA Agreement, reduce the principal amount of the MPCA Loan to an amount equal to the total loan amount then and theretofore advanced, and shall prepare and provide to the Sponsor revised Repayment Schedules for the MPCA Loan. Upon such action by the MPCA, the aggregate principal amount of the Note shall be limited to the principal amount of the corresponding MPCA Loan, and the revised Repayment Schedules shall be deemed to have replaced and superseded the payment schedule of the Note set forth in Section 2.02(c).

2.02. (a) The Note shall bear a date of original issue as of the date of its execution and delivery to the MPCA.

(b) The Note shall bear interest from its date of original issue at an interest rate of 2% per annum, unless any payment provided for in paragraph (c) below is not paid when due, in

which case the principal balance of the Note shall bear interest at the rate of 4% per annum, commencing on the day following the date on which such payment was due and continuing until the date on which payment in full thereof is actually received by the MPCA.

(c) The principal balance of the Note, plus the interest which has accrued on the Note at an interest rate of 2% per annum shall be payable in semiannual installments of \$23,052.77 each, payable on June 15 and December 15 in each year, commencing June 15, 2020 (the "Note Payment Dates"). If the Sponsor satisfies the conditions specified in Sections 1.03 and 2.01, and draws amounts in excess of \$400,000 on the MPCA Loan, the schedule and amounts of the semiannual installments shall be amended as provided in the new or amended MPCA Agreement. Interest, if any, which has accrued on the Note at a rate in excess of 2% per annum shall be payable on each Note Payment Date in addition to the regularly scheduled payment of principal and interest on the Note.

2.03. The principal balance of the Note is subject to redemption and prior payment at the option of the Sponsor on any date, upon not less than thirty (30) days written notice to the MPCA, in whole or in part in such amounts as the Sponsor may determine at a redemption price equal to the principal amount being redeemed, together with any accrued interest to the redemption date. If less than all of the principal balance is to be redeemed and prepaid, the Sponsor may elect, in the notice of redemption, to reduce the amount of or eliminate specified semiannual payments; if the Sponsor does not specify otherwise, any partial prepayment will be applied to reduce the amount of the semiannual payments in inverse order of their due dates. Partial redemptions and prepayments shall be made in increments of \$1,000 principal amounts and in minimum amounts of \$1,000.

Section 3. Granting Clauses. The Sponsor, in order to secure the payment of the principal of and interest (if any) on the Note and the performance and observance of each and all of the covenants and conditions herein and therein contained, and for and in consideration of the premises and of the purchase and acceptance of the Note by the MPCA, and for other good and valuable considerations, the receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, assign, transfer, convey, warrant, pledge and set over, unto the MPCA and to its successors a lien on, security interest in and pledge of the interests of the Sponsor in all Project Loan Agreements hereafter entered into between the Sponsor and Eligible Participants or Eligible Lenders in connection with Loans authorized hereby, and all payments of principal, premium (if any) and interest thereon, and all proceeds thereof. If the Sponsor shall well and truly pay or cause to be paid the principal of the Note and the interest, if any, due or to become due thereon, at the times and in the manner mentioned in this Resolution and the Note, or shall provide for the payment thereof by depositing with the MPCA sums sufficient to pay the entire amount due or to become due thereon, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the MPCA Agreement and this Resolution, to be kept, performed and observed by it and shall pay to the MPCA all sums of money due or to become due to it in accordance with the terms and provisions hereof; then upon such final payment the lien, security interest and other rights hereby granted shall cease, determine and be void.

Section 4. Application of Note Proceeds and Other Moneys; Loan Fund; and Loans.

4.01. The proceeds of the Note shall be equal to, and deemed to be received by the Sponsor at the same time as, the advances of the corresponding MPCA Loan under the corresponding MPCA Agreement. Such proceeds shall be deposited, as received, in the Loan Fund, which is hereby established as a separate bookkeeping account on the books of the Sponsor. Once each month, the Sponsor will determine the amount necessary to fund Loans to Eligible Participants or Eligible Lenders based on Project Loan Agreements entered into subsequent to the last request by the Sponsor for an MPCA Loan advance under the MPCA Agreement, and shall submit a request, in accordance with the MPCA Agreement, for an MPCA Loan advance in the amount necessary to fund such Loans.

4.02. Amounts on deposit in the Loan Fund shall be used to make Loans to Eligible Participants or Eligible Lenders in accordance with Project Loan Agreements, or to pay the principal and interest on the Note. No amounts in the Loan Fund which are required to be disbursed to an Eligible Participant or Eligible Lender under a Project Loan Agreement may be used to pay principal or interest on the Note.

Each Loan shall be made in accordance with the terms of a Project Loan Agreement and the MPCA Agreement. The interest rate and repayment terms of the Loans shall be determined by the Sponsor in accordance with the MPCA Agreement and applicable rules of the MPCA. The proceeds of each Loan must be expended for eligible costs under the Program (including any applicable federal law) and the MPCA Agreement.

Amounts on deposit in the Loan Fund shall be disbursed by the Sponsor pursuant to Participant or Lender Request. The Sponsor shall have no obligation to see to the proper application of the proceeds of the Loans.

Section 5. Funds and Accounts.

5.01. There are hereby established the following Funds and Accounts:

- (a) Loan Fund, as described in Section 4.02 hereof; and
- (b) Note Fund, as described in Section 5.02 hereof.

The Sponsor may also establish by resolution or otherwise within each Fund one or more separate Accounts or Subaccounts relating to a particular Loan or for other purposes.

5.02. Upon receipt of a payment of principal or interest on a Loan, the Sponsor shall deposit such principal and interest in the Note Fund. On or prior to each Note Payment Date, the Sponsor shall withdraw from the Note Fund and pay to the holder of the Note amounts sufficient to pay the principal and interest (if any) on the Note due on such Note Payment Date, including any principal of the Note which has been called for prior redemption.

5.03. For the prompt and full payment of the principal of and interest, if any, on the Note as such payments respectively become due, the full faith, credit and unlimited taxing powers of

the Sponsor shall be and are hereby irrevocably pledged. It is, however, presently estimated that the revenues appropriated pursuant to Section 5.02 hereof will provide sums not less than 5% in excess of principal and interest on the Note when due, and therefore no tax levy is presently required.

Section 6. Particular Covenants of the Sponsor. The Sponsor covenants and agrees, so long as the Note shall be Outstanding and subject to the limitations on its obligations herein set forth, that:

(a) It will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Resolution and in the Note; and will promptly pay the principal of and interest, if any, on the Note on the dates, at the places and in the manner prescribed in the Note.

(b) All Loans to Eligible Participants or Eligible Lenders with the proceeds of the Note or from other funds in the Loan Fund shall be evidenced by Project Loan Agreements. The principal of and interest on the Loans shall be due and mature at the times and in the amounts and bear interest at the rates sufficient, with other available funds hereunder, to provide for payments, when due, of principal of and interest on the Note issued hereunder. The Sponsor shall diligently enforce, and take all reasonable steps, actions and proceedings necessary for the enforcement of, all terms, covenants and conditions of all Loans and all Project Loan Agreements with Eligible Participants or Eligible Lenders relating thereto.

(c) The Sponsor shall keep proper books of record and account in which complete and correct entries shall be made of its transactions relating to all Loans and payments and all Funds and Accounts and subaccounts established by this Resolution, which shall at all reasonable times be subject to inspection by the MPCA or their representatives duly authorized in writing.

(d) The Sponsor shall annually, on or before February 1 in each year, prepare and place on file a copy of an annual report for the preceding twelve-month period ended as of the preceding December 31, setting forth in reasonable detail:

1. (i) a schedule of Loans, Loan payments and the status of the Funds and Accounts established by this Resolution; and
2. (ii) a schedule of remaining payments and the principal balance of the Note outstanding at the end of such year, together with a statement of the amounts paid, redeemed and advanced during such year.

The report shall also include statements as to a description of the nature of any defaults with respect to any of the Loans.

(e) The Sponsor shall not cause or permit any funds received under the Project Loan Agreements or held in any of the Funds or Accounts established hereunder to be applied in a manner which is in violation of any provisions of the Clean Water Act.

(f) The Sponsor will faithfully keep and observe all the terms, provisions and covenants contained in the MPCA Agreement, this Resolution and the Project Loan Agreements.

Section 7. Certification of Proceedings.

7.01. The County Auditor-Treasurer is hereby authorized and directed to file a certified copy of this resolution in the records of the Sponsor, together with such additional information as required, and to file a certified copy of this resolution with the County Auditor-Treasurer of the County in which the Sponsor is located and obtain from the County Auditor-Treasurer a certificate that the Note has been duly entered upon the County Auditor-Treasurer's bond register.

7.02. The officers of the Sponsor are hereby authorized and directed to prepare and furnish to the MPCA and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records of the Sponsor relating to the Note and to the financial condition and affairs of the Sponsor, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Note as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the Sponsor to the facts recited herein.

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

Resolution #17 – 11/16/16

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 Vasaloppet, Inc for a raffle event to be held at Fish Lake Resort 674 Fish Lake Dr Mora, MN 55051 on January 14, 2017.

Action #18 – It was moved by Dennis McNally, seconded by Les Nielsen and carried unanimously to authorize County Coordinator Pat Christopherson to sign a lease agreement with Northern Pipe Processing on behalf of the County Board for the Railroad Authority when presented.

The County Board discussed the 2017 budget. Information only, no action was taken.

EDA Director Heidi Steinmetz met with the County Board to introduce herself.

Deputy Auditor Roberta Anderson met with the County Board to discuss matters concerning the upcoming tax forfeited land sale.

Action #19 – It was moved by Les Nielsen, seconded by Kim Smith and carried unanimously to approve the following resolution:

Resolution #19 – 11/16/16

Tax Forfeiture Parcel

WHEREAS the following bids were received for tax forfeited parcel #23.00050.30 legally described as Pt SW1/4 of SE1/4, E 10' of W 280' of S 330' thereof Sec 26 Twp 39 Range 25, .08 acres

Bidder	Bid Amount
Ron Heins	\$100.00

WHEREAS the highest bid was submitted by Ron Heins in the amount of \$100.00,

BE IT RESOLVED that the Kanabec County Board of Commissioners accept the high bid of \$100.00 submitted by Ron Heins.

Action #20 – Dennis McNally introduced the following resolution and moved its adoption:

Resolution #20 – 11/16/16

WHEREAS the county will be conducting a tax forfeited land sale on Tuesday, December 6, 2016 at 2:00pm in the Jail meeting room, and

WHEREAS some properties will need significant clean up after they are purchased and the County Board would like the property cleaned up within 8 months of the purchase date, and

WHEREAS the County Board would like the purchaser of these properties to include a \$5,000 escrow check which will be returned after the property is clean and satisfactory;

BE IT RESOLVED that the buyer of said properties must include a \$5,000 escrow check with the purchase check of property.

The motion for the adoption of the foregoing Resolution was duly seconded by Kim Smith and upon a vote being taken thereon, the following voted:

IN FAVOR THEREOF: Dennis McNally, Kim Smith, Kathi Ellis, Gene Anderson

OPPOSED: Les Nielsen
ABSTAIN: None

whereupon the resolution was declared duly passed and adopted.

10:30am - The Chairperson then called for public comment three times. None responded.

10:32am - The Chairperson closed public comment.

Public Works Director Chad Gramentz met with the County Board to discuss matters concerning his department.

Action #21 – It was moved by Kim Smith, seconded by Les Nielsen and carried unanimously to approve the following resolution:

Resolution #21 – 11/16/16

Signs & Supplies Quotes

WHEREAS the following quotes were received for signs and supplies:

M-R Sign Co	\$23,116.32
Newman Sign	\$25,244.03

WHEREAS the low quote of \$23,116.32 was submitted by M-R Sign Co;

THEREFORE BE IT RESOLVED to accept the quote of \$23,116.32 by M-R Sign Co for signs and supplies.

FirstLight Health Systems Hospital Administrator Randy Ulseth met with the County Board to discuss property purchases.

Action #22 – It was moved by Kim Smith, seconded by Les Nielsen and carried unanimously to approve the purchase of property located at 500 Forest Ave Mora, MN 55051 for \$106,000 to be paid from Hospital funds.

Action #23 – Kathi Ellis introduced the following resolution and moved its adoption:

Resolution #23 – 11/16/16

BE IT RESOLVED to approve the purchase of property located at 400 Clark St Mora, MN 55051 for \$111,000 to be paid from Hospital funds.

The motion for the adoption of the foregoing Resolution was duly seconded by Kim Smith and upon a vote being taken thereon, the following voted:

IN FAVOR THEREOF: Kathi Ellis, Kim Smith, Les Nielsen, Gene Anderson
OPPOSED: Dennis McNally
ABSTAIN: None

whereupon the resolution was declared duly passed and adopted.

Future agenda items: Have Randy Ulseth come to a future board meeting to present the hospital expansion plan, have Jason Rarick come to a future board meeting to discuss issues concerning Kanabec County.

Action #24 – It was moved by Les Nielsen, seconded by Kim Smith and carried unanimously to adjourn at 11:13 a.m. and to meet again in regular session on Wednesday, December 7, 2016 at 6:30pm.

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

Attest: _____
Board Clerk