

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota
County of Kanabec
Office of the County Coordinator

September 17, 2003

The Kanabec County Board of Commissioners met at 9:00am on Wednesday, September 17, 2003 pursuant to adjournment with the following Board Members present: Kathi Ellis, Stan Cooper, Jerry Nelson, Les Nielsen, and Dennis McNally.

The Chairperson led the assembly in the Pledge of Allegiance.

It was moved by Kathi Ellis, seconded by Les Nielsen, and carried unanimously to approve the meeting agenda as presented.

It was moved by Stan Cooper, seconded by Les Nielsen, and carried unanimously to approve the September 10, 2003 minutes of the Kanabec County Board of Commissioners as corrected: show the adjournment time of 3:13pm.

9:05am - The Board convened as the **Human Services Board**. Phil Peterson, Family Service Agency Director, presented the Human Services agenda. Items discussed included the budget, staffing, finances and other agency business. Also present were Rose Linder and Connie Thomas.

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

Resolution 1 - 09/17/03 **ORDER OF THE BOARD**

WHEREAS the board has periodically continued the temporary increase of Support Enforcement Aide Linda Ovsak from 32 hours per week to 40 hours per week, and

WHEREAS the Family Service Agency Director has requested that this status be changed to regular full-time;

BE IT RESOLVED to make the increase of Support Enforcement Aide Linda Ovsak from 32 hours per week to 40 hours per week a change in regular status.

It was moved by Les Nielsen, seconded by Kathi Ellis, and carried unanimously to approve payment of 130 claims totaling \$182,856.07 on Welfare Funds.

10:05am – The Board convened as the **Public Health Board**. Wendy Thompson, Public Health Director, presented the Health Board agenda. Items discussed included agency finances, contracts, staffing, equipment needs, and other agency business.

It was moved by Kathi Ellis, seconded by Jerry Nelson, and carried unanimously to approve a medical leave of absence of up to six months for Rececca Scofield.

Each commissioner gave a report of the activities of the Boards and Committees in which they participate.

11:05am - Environmental Services Director Teresa Bearce met with the County Board to discuss matters concerning low interest septic loans. No action was taken at this time.

11:20am - Jason Neuman with the Snake River Watershed met with the County Board to discuss matters concerning low interest septic loans.

Jerry Nelson introduced the following resolution and moved its adoption:

Resolution 2 - 09/17/03

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.

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 Coordinator 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 \$100,000 on the Note at this time. The remaining \$500,000 (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 Coordinator 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 Coordinator 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 Chairman and County Coordinator 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 Chairman and County Coordinator 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 Enhancement Project), Series 2003” (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 \$100,000 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, 2006, 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 \$5,646.82 each, payable on June 15 and December 15 in each year, commencing June 15, 2006 (the “Note Payment Dates”). If the Sponsor satisfies the conditions specified in Sections 1.03 and 2.01, and draws amounts in excess of \$100,000 on the MPCA Loan, the schedule and amounts of the semi-annual 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:

(i) a schedule of Loans, Loan payments and the status of the Funds and Accounts established by this Resolution; and

(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 Coordinator 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 of the County in which the Sponsor is located and obtain from the County Auditor a certificate that the Note has been duly entered upon the County Auditor'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.

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

IN FAVOR THEREOF: Jerry Nelson, Les Nielsen, Kathi Ellis, Stan Cooper
OPPOSED: Dennis McNally
ABSTAIN: None

whereupon the resolution was declared duly passed and adopted.

Kathi Ellis introduced the following resolution and moved its adoption:

Resolution 3 - 09/17/03

BE IT RESOLVED to authorize and direct the Chairperson to sign a General Obligation Note (MPCA) (Snake River Watershed Enhancement Project) for the purpose of securing funds to be used for low interest loans for the replacement of failing septic systems in accordance with Kanabec County Ordinance #6.

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

IN FAVOR THEREOF: Jerry Nelson, Les Nielsen, Kathi Ellis, Stan Cooper
OPPOSED: Dennis McNally
ABSTAIN: None

whereupon the resolution was declared duly passed and adopted.

11:45am - The Chairperson then called for public comment. Those who responded included:

Bob Strom	Felt his septic inspection was inadequate.
Bob Swetz	Spoke to Knife Lake Township Gravel Pit proposal

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

12:22pm - The board took a break and resumed business at 12:30pm.

It was moved by Stan Cooper, seconded by Kathi Ellis, and carried unanimously to approve the following resolution:

Resolution 4 - 09/17/03

WHEREAS quotes for a replacement lawn tractor were received as follows:

Greenway Implement	\$3,500
Isanti County Equipment	\$3,330
Rudolph's	\$1,500

BE IT RESOLVED to approve the recommendation of the County Coordinator and accept the low quote of \$1,500 + tax from Rudolph's.

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

Resolution 5 - 09/17/03

WHEREAS it is the wish of the Kanabec County Board of Commissioners to clarify its position on gambling approvals by creating a written policy for reference;

BE IT RESOLVED to adopt the following Lawful Gambling Approval Policy:

Policy: A-107
 Approved:
 Effective:
 Supersedes (eff): n/a (NEW)

GAMBLING

I. POLICY STATEMENT

The Kanabec County Board of Commissioners has the responsibility to review for requests for lawful gambling in Kanabec County. It is the intent of the board to approve such requests when, in the opinion of the Kanabec County Board of Commissioners, the best interests of the county are being served.

II. POLICY GUIDELINES

A. In the event of any question about application of this policy, decisions of the county board shall be final. Decisions of the board on individual cases will not necessarily limit the board's actions on future cases.

- B. It is the intent of the Kanabec County Board of Commissioners to limit the issuance of gambling licenses in Kanabec County to non-profit organizations with a vested interest in the county. It is the policy of Kanabec County that, prior to the approval and issuance of any gambling license in Kanabec County, the non-profit organization must first provide the county with one of either:
1. proof of a registered address as a non-profit organization in Kanabec County, or
 2. a written guarantee that a minimum of 75% of the net proceeds will go to contributions within Kanabec County.
- C. It is the intent of the Kanabec County Board of Commissioners to limit the issuance of gambling licenses in Kanabec County in those instances satisfactory to the township in which the gambling activity is to occur. It is the policy of Kanabec County that, prior to the approval and issuance of any gambling license in Kanabec County, the non-profit organization must first provide the county proof of township approval. Evidence of approval shall be completion of the form depicted on page two of this policy.

Page Two
Kanabec County Policy P-107

Township Certification of Gambling Approval

State of Minnesota
 County of Kanabec
 Certification of the Minutes of the Town Board of Supervisors

Township of _____

Minutes of the meeting held: _____, 20__
(date)

The minutes of the above named Town Board Meeting indicate that the request of

_____ to conduct lawful gambling
(party requested gambling approval)

described as _____
(type of gambling, i.e., pull-tabs, raffle, bingo, etc)

to be conducted at _____
(name and address of facility)

was approved by the Town Board.

I, the undersigned certify that the information above has been carefully compared with the original records of the above named Town Board, Kanabec County, Minnesota, those records being in my custody, and is a true reflection of these minutes.

In Witness Whereof, I have hereunto placed my hand and signature:

(signature) (printed name)

Certified this _____ day of _____, 200__.

It was moved by Jerry Nelson, seconded by Stan Cooper, and carried unanimously to adjourn at 1:21pm to meet in regular session on Wednesday, September 24, 2003 at 6:30pm.

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

Attest: _____
Kanabec County Coordinator