

**Allan Underdal,**  
Commission Chair  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
Commissioner  
**Merle Raph,**  
County Attorney  
**Donna Whitt,**  
Sheriff  
**Dan B. Whitted,**  
Coroner  
Commissioners'  
Office# 406-424-8310  
[tccomm@toolecountymt.gov](mailto:tccomm@toolecountymt.gov)



**Debra Munson,**  
Clerk of Court  
**Boyd Jackson,**  
Treasurer/Assessor  
Supt. of Schools  
**Helen I. Schnee,**  
Public Administrator  
**Joe Rapkoch,**  
Justice of the Peace  
**Treva Nelson,**  
Clerk & Recorder  
Clerk & Recorder's Office#  
406-424-8300  
Fax# 406-424-8301  
[tnelson@toolecountymt.gov](mailto:tnelson@toolecountymt.gov)

# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## COMMISSIONER'S

10:00 A.M.

January 4, 2016

PRESENT: Allan Underdal, Deb Brandon, Joe Pehan and Paulette Jacobsen

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of December 31, 2015 Minutes: Deb made the motion to approve the minutes, Joe seconded and the motion carried.**

1. Consider approval of Resolution 1-2016, a resolution to approve a Chair and Vice-Chair for the Toole County Commission for 2016. **Joe made the motion to approve, Deb seconded the motion, and the motion carried.**
2. Consider approval of Resolution 2-2016, a resolution to approve meeting dates for regular Commission meetings in 2016. **Joe made the motion to approve, Deb seconded the motion, and the motion carried.**
3. Consider approval of Resolution 3-2016, a resolution to approve travel and per diem rates for Toole County employees for 2016. **Joe made the motion to approve, Deb seconded the motion, and the motion carried.**
4. Consider approval of Resolution 4-2016, a resolution appointing the Commissioners to represent Toole County on boards and committees for 2016. **Joe made the motion to approve, Deb seconded the motion, and the motion carried.**
5. Consider approval of Resolution 5-2016, a resolution authorizing participation in the Intercap program and obtaining a loan of \$148,585.00 to finance the purchase of a road grader. **Joe made the motion to approve, Deb seconded the motion, and the motion carried.**
6. Consider approval of Resolution 6-2016, a resolution authorizing a long-term loan with NETA for \$500,000. **Resolution 6-2016 was postponed until Thursday awaiting the County Attorney's opinion.**
7. Consider approval of an FAA grant application and associated agreements for the Shelby Airport runway, taxiway, apron and access road rehabilitation project. The estimated funding of \$375,000.00 requires a local match of \$37,500.00. **A call was made to Rick Donaldson of RPA regarding the large increase from the Capital Improvement Plan estimate, in which the project was estimated at \$180,000.00. Rick explained that there were several items added to the original CIP. RPA has applied for grant funding on behalf of Toole County for project costs. Following the conversation, Deb made the motion to approve the grant application and agreements, Joe seconded the motion, and the motion carried.**

**With no further business, the meeting was adjourned at 10:42 a.m.**

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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
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## RESOLUTION 1-2016

**A RESOLUTION TO ELECT THE CHAIR FOR THE BOARD OF TOOLE COUNTY COMMISSIONERS FROM JANUARY 2016 THROUGH DECEMBER 2016.**

**WHEREAS;** the board of county commissioners must elect one of its members as the chair at the beginning of each calendar year according to 7-4-2109, Montana Code Annotated and also appoint commissioner liaisons to county boards, and

**WHEREAS;** the chair must preside at all meetings of the board and in case of his/her absence or inability to act, the members present must by an order select one of their number to act temporarily as chair,

**NOW THEREFORE BE IT RESOLVED;** that the Chair of the Board of Toole County Commissioners is Allan Underdal, commencing January, 2016 through December, 2016. Commissioner Deb Brandon is designated as Vice-Chair, and will preside over the meetings in case of the Chair's absence or inability to act.

**BOARD OF TOOLE COUNTY COMMISSIONERS, dated January 4, 2016**

Allan Underdal  
Chair

Deb Brandon  
Commissioner

Joe Pehan  
Commissioner

Attest:

Paulette Jacobsen, Deputy  
Clerk & Recorder



Allan Underdal,  
Commission Chair  
Deb Brandon,  
Commissioner  
Joe Pehan,  
Commissioner  
Merle Raph,  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
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## RESOLUTION 2-2016

**A RESOLUTION SETTING COMMISSIONER MEETING DATES FOR THE CALENDAR YEAR JANUARY 1, 2016 THROUGH DECEMBER 31, 2016.**

**WHEREAS;** the governing body of the county shall establish by resolution a regular meeting date and notify the public of that date, according to 7-5-2122 of the Montana Code Annotated; and

**WHEREAS;** the agenda for the regular Toole County Commissioners' meeting of January 4, 2016 was posted two days prior to the meeting, notifying the public of Resolution 2-2016, an agenda item setting meetings of the board of Toole County Commissioners for 2016; and

**NOW THEREFORE BE IT RESOLVED;** that the Toole County Commissioners will hold their regular Board Meetings at 10 AM on Monday and Thursday of each week that they have an agenda of business posted. These meetings will be conducted in the office of the Toole County Commissioners in the Toole County Courthouse at 226 1<sup>ST</sup> Street South, Shelby, Montana, commencing January, 2016 through December, 2016; and

**NOW THEREFORE ALSO BE IT RESOLVED;** that the meeting agenda will be posted two days prior with the place, time and date in which public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.

**BOARD OF TOOLE COUNTY COMMISSIONERS, dated January 4, 2016.**

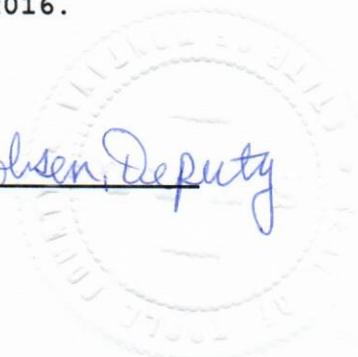
Allan Underdal  
Chair

Deb Brandon  
Commissioner

Joe Pehan  
Commissioner

ATTEST:

Paulette Jacobsen, Deputy  
Clerk & Recorder



**Allan Underdal,**  
Commission Chair  
**Deb Brandon,**  
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**Joe Pehan,**  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
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## RESOLUTION 3-2016

**A RESOLUTION TO ADOPT TRAVEL/PER DIEM RATES FOR TOOLE COUNTY.**

**WHEREAS,** travel/per diem rates are set by the State of Montana, according to 2-18-501 and 2-18-502, Montana Code Annotated; and

**WHEREAS,** the State may at any time during the year change these rates and the counties are notified; and

**WHEREAS,** Toole County has usually followed the travel/per diem rates of the State of Montana and for out of state travel, the maximum standard federal rate per day; and

**WHEREAS,** on January 2, 2014, Toole County changed the per diem rate for breakfast to \$6 and lunch to \$7 for a total daily rate of \$25; and

**NOW THEREFORE BE IT RESOLVED;** that the Board of Toole County Commissioners have elected to use the travel/per diem rates allowable by the State of Montana with the exception of meal reimbursement changed to \$25 per day and to follow the federal standard travel/per diem rates for out of state travel/per diem, except when specifically amended by the Commissioners.

**BOARD OF TOOLE COUNTY COMMISSIONERS dated January 4, 2016.**

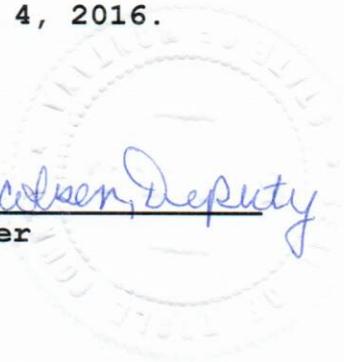
Allan Underdal  
Chair

Deb Brandon  
Commissioner

Joe Pehan  
Commissioner

ATTEST:

Pousette Jacobsen, Deputy  
Clerk & Recorder



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Commission Chair  
**Deb Brandon,**  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
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## RESOLUTION 4-2016

**A RESOLUTION TO APPOINT THE TOOLE COUNTY COMMISSIONERS TO BOARD, COMMITTEE, AND ADVISORY ASSIGNMENTS FOR JANUARY 2016 THROUGH DECEMBER 2016.**

**WHEREAS;** the Toole County Commissioners have many obligations and responsibilities to represent Toole County on different boards, committees, and in other advisory capacities; and

**WHEREAS;** to properly represent Toole County on these boards, the duties need to be distributed out to the three commissioners, as the meeting times and dates sometimes conflict; and

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TOOLE COUNTY COMMISSIONERS;** that the board, committee, and other appointments are assigned to the three Toole County Commissioners as follows:

**Joe Pehan**

Road/Weed Board  
Opportunities Inc.  
Museum Board  
Fair Board  
RC & D  
Toole County Planning Board  
STC Cemetery Board  
Toole County Transit  
Shelby Mosquito Board  
LEPC  
Northern Transit Interlocal (Alternate for Allan)  
MMC Board  
Airport  
Toole County Board of Health

**Allan Underdal**

North Central Area Agency on Aging  
Toole County Council on Aging  
Prison Advisory Committee  
MMC Board  
Toole County Health Foundation Board  
MHC Condo Board  
NETA  
Public Safety Commission  
Northern Transit Interlocal  
Toole County Transit  
Shelby/Toole County Transportation Safety Committee  
Northern Tier Interoperability Consortium

**Deb Brandon**

NTC Cemetery Board  
The Center for Mental Health - Governing Board  
The Center for Mental Health - Advisory Board  
Regional Juvenile Detention Board  
Toole County Safety Committee  
Toole County Transit  
Toole County Health Foundation Board (Independent)  
Sweetgrass Development  
Northern Transit Interlocal  
Shelby Senior Center Board  
Kevin/Sunburst Senior Center Board  
Shelby/Toole County Transportation Safety Committee  
Prison Advisory Committee  
MMC Board

**BOARD OF TOOLE COUNTY COMMISSIONERS, dated January 4, 2016**

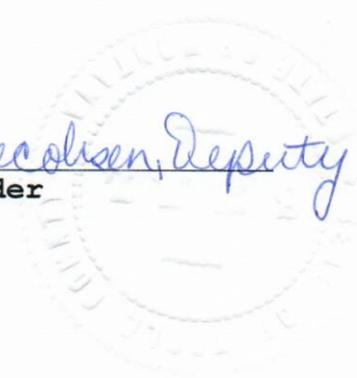
Allan Underdal  
Chair

Deb Brandon  
Commissioner

Joe Behan  
Commissioner

**ATTEST:**

Paulette Jacobson, Deputy  
Clerk & Recorder



RESOLUTION NO. 5-2016

RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE TENDER OPTION MUNICIPAL FINANCE CONSOLIDATION ACT BONDS (INTERCAP REVOLVING PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO

BE IT RESOLVED BY THE Commissioners (the Governing Body) OF TOOLE COUNTY (the Borrower) AS FOLLOWS:

ARTICLE I

DETERMINATIONS AND DEFINITIONS

Section 1.01. Definitions. The following terms will have the meanings indicated below for all purposes of this Resolution unless the context clearly requires otherwise. Capitalized terms used in this Resolution and not defined herein shall have the meanings set forth in the Loan Agreement.

Adjusted Interest Rate means the rate of interest on the Bonds determined in accordance with the provisions of Section 3.03 of the Indenture.

Authorized Representative shall mean the officers of the Borrower designated and duly empowered by the Governing Body and set forth in the application.

Board shall mean the Board of Investments of the State of Montana, a public body corporate organized and existing under the laws of the State and its successors and assigns.

Board Act shall mean Section 2-15-1808, Title 17, Chapter 5, Part 16, MCA, as amended.

Bonds shall mean the Bonds issued by the Board pursuant to the Indenture to finance the Program.

Borrower shall mean the Borrower above named.

Indenture shall mean that certain Indenture of Trust dated March 1, 1991 by and between the Board and the Trustee pursuant to which the Bonds are to be issued and all supplemental indentures thereto.

Loan means the loan of money by the Board to the Borrower under the terms of the Loan Agreement pursuant to the Act and the Borrower Act and evidenced by the Note.

Loan Agreement means the Loan Agreement between the Borrower and the Board, including any amendment thereof or supplement thereto entered into in accordance with the provisions thereof and hereof.

Loan Agreement Resolution means this Resolution or such other form of resolution that the Board may approve and all amendments and supplements thereto.

Loan Date means the date of closing a Loan.

Loan Rate means the rate of interest on the Loan which is initially 1.25% per annum through February 15, 2016 and thereafter a rate equal to the Adjusted Interest Rate on the Bonds and up to 1.50% per annum as necessary to pay Program Expenses.

Note means the promissory note to be executed by the Borrower pursuant to the Loan Agreement, in accordance with the provisions hereof and thereof, in substantially the form set forth in the Promissory Note, or in such form that may be approved by the Board.

Program shall mean the INTERCAP Program of the Board pursuant to which the Board will issue and sell Bonds and use the proceeds to make loans to participating Eligible Government Units.

Project shall mean those items of equipment, personal or real property improvements to be acquired, installed, financed or refinanced under the Program as set forth in the Description of the Project/Summary of Draws.

Security Instrument means a security agreement in substantially the form set forth, and, a Uniform Commercial Code financing statement, in a form acceptable to the Board and the Trustee granting a security interest in, or a lien on, the property constituting the Project or other real or personal properties added to or substituted therefor.

Trustee shall mean U. S. Bank National Association (formerly known as First Trust Company of Montana National Association) and its successors.

Section 1.02. Authority. The Borrower is authorized to undertake the Project and is further authorized by the Borrower Act to enter into the Loan Agreement for the purpose of obtaining a loan to finance or refinance the acquisition and installation costs of the Project.

Section 1.03. Execution of Agreement and Delivery of Note. Pursuant to the Indenture and the Board Act, the Board has issued and sold the Bonds and deposited a part of proceeds thereof in the Loan Fund held by the Trustee. The Board has, pursuant to the Term Sheet, agreed to make a Loan to the Borrower in the principal amount of \$148,585.00 and upon the further terms and conditions set forth herein, and as set forth in the Term Sheet and the Loan Agreement.

## ARTICLE II

### THE LOAN AGREEMENT

Section 2.01. Terms. (a) The Loan Agreement shall be dated as of the Loan Date, in the principal amount of \$148,585.00 and shall constitute a valid and legally binding obligation of the Borrower. The obligation to repay the Loan shall be evidenced by a Promissory Note. The Loan shall bear interest at the initial rate of 1.25% per annum through February 15, 2016 and thereafter at the Adjusted Interest Rate, plus up to 1.50% per annum as necessary to pay the cost of administering the Program (the Program Expenses). All payments may be made by check or wire transfer to the Trustee at its principal corporate trust office.

(b) The Loan Repayment Dates shall be February 15 and August 15 of each year.

(c) The principal amount of the Loan may be prepaid in whole or in part provided that the Borrower has given written notice of its intention to prepay the Loan in whole or in part to the Board no later than 30 days prior to the designated prepayment date.

(d) The Prepayment Amount shall be equal to the principal amount of the Loan outstanding, plus accrued interest thereon to the date of prepayment.

(e) Within fifteen days following an Adjustment Date, the Trustee shall calculate the respective amounts of principal and interest payable by each Borrower on and with respect to its Loan Agreement and Note for the subsequent August 15 and February 15 payments, and prepare and mail by first class mail a statement therefor to the Borrower.

Section 2.02. Use and Disbursement of the Proceeds. The proceeds of the Loan will be expended solely for the purposes set forth in the Description of the Project/Summary of Draws. The proceeds from the sale of the Note to the Board shall remain in the Borrower's Account pending disbursement at the request of the Borrower to pay the budgeted expenditures in anticipation of which the Note was issued. Requests for disbursement of the Loan shall be made to the Board. Prior to the closing of the Loan and the first disbursement, the Borrower shall have delivered to the Trustee a certified copy of this Resolution, the executed Loan Agreement and Note in a form satisfactory to the Borrower's Counsel and the Board's Bond Counsel and such other certificates, documents and opinions as set forth in the Loan Agreement or as the Board or Trustee may require. The Borrower will pay the loan proceeds to a third party within five business days after the date they are advanced (except for proceeds to reimburse the Borrower for previously paid expenditures, which are deemed allocated on the date advanced).

Section 2.03. Payment and Security for the Note. In consideration of the making of the Loan to the Borrower by the Board, the provisions of this Resolution shall be a part of the Agreement of the Borrower with the Board. The provisions, covenants and Agreements herein set forth to be performed by or on behalf of the Borrower shall be for the benefit of the Board. The Loan Agreement and Note shall constitute a valid and legally binding obligation of the Borrower and the principal of and interest on the Loan shall be payable from the general fund of the Borrower, and any other money and funds of the Borrower otherwise legally available therefor. [The repayment of the Loan shall be secured by a security interest in the Project being financed.] The Borrower shall enforce its rights to receive and collect all such taxes and revenues to insure the prompt payment of the Borrower obligations hereunder.

Section 2.04. Representation Regarding the Property Tax Limitation Act. The Borrower recognizes and acknowledges that the amount of taxes it may levy is limited by the state pursuant to Section 15-10-402, et. seq. (the Property Tax Limitation Act). The Borrower is familiar with the Property Tax Limitation Act and acknowledges that the obligation to repay the Loan under the Agreement and Note are not exceptions to the provisions of the Property Tax Limitation Act. The Borrower represents and covenants that the payment of principal of and interest on the Loan can and will be made from revenues available to the Borrower in the years as they become due, notwithstanding the provisions of the Property Tax Limitation Act.

Section 2.05. Levy and Appropriate Funds to Repay Loan. The Borrower agrees that in order to meet its obligation to repay the Loan and all other payments hereunder that it will budget, levy taxes for and appropriate in each fiscal year during the term of the Loan an amount sufficient to pay the principal of and interest hereon within the limitations of the Property Tax Limitation Act, as may be amended, and will reduce other expenditures if necessary to make the payments hereunder when due.

### ARTICLE III

#### CERTIFICATIONS, EXECUTION AND DELIVERY

Section 3.01. Authentication of Transcript. The Authorized Representatives are authorized and directed to prepare and furnish to the Board and to attorneys approving the validity of the Bonds, certified copies of this Resolution and all other resolutions and actions of the Borrower and of said officers relating to the Loan Agreement, the Note, the Security Agreement and certificates as to all other proceedings and records of the Borrower which are reasonably required to evidence the validity and marketability of the Note. All such certified copies and certificates shall be deemed the representations and recitals of the Borrower as to the correctness of the statements contained therein.

Section 3.02. Legal Opinion. The attorney to the Borrower is hereby authorized and directed to deliver to the Board at the time of Closing of the Loan his or her opinion regarding the Loan, the Loan Agreement, the Note and this Resolution in substantially the form of the opinion set forth in the Attorney's Opinion.

Section 3.03. Execution. The Loan Agreement, Note, Security Agreement and any other document required to close the Loan shall be executed in the name of the Borrower and shall be executed on behalf of the Borrower by the signatures of the Authorized Representatives of the Borrower.

PASSED AND APPROVED by the Toole County Commissioners this 4<sup>th</sup> day  
of January, 2016.

By Allan Underdal  
Its Commission Chairman

Attest:

By Paulette Jackson Deputy  
Its Clerk & Recorder

**Allan Underdal,**  
Commission Chair  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
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**Merle Raph,**  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## COMMISSIONER'S AGENDA

10:00 A.M.

January 7, 2016

PRESENT: Allan Underdal, Deb Brandon and Joe Pehan

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of January 4, 2016 Minutes: Deb made the motion to approve the minutes, Joe seconded the motion, and the motion carried.**

- 1. Consider approval of Resolution 6-2016, a resolution authorizing a long-term loan with NETA for \$500,000. Joe made the motion to approve Resolution 6-2016 which was requested by the NETA Board. Deb seconded the motion, and the motion carried.**
- 2. Consider setting the date for a public hearing to discuss closing the Toole County Courthouse on Friday, November 25, 2016. After discussion, it was decided to hold a public hearing on Thursday, January 28, 2016. Notice of Resolution 7-2016 (a resolution to close the courthouse on Friday, November 25, 2016, the day after Thanksgiving) will be published in the Shelby Promoter on Jan. 13 and 20, 2016.**

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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
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## RESOLUTION 6-2016

**A RESOLUTION BY THE BOARD OF TOOLE COUNTY COMMISSIONERS APPROVING A 15 YEAR LOAN OF \$500,000 TO NETA, DBA PORT OF NORTHERN MONTANA**

**WHEREAS,** NETA, dba the Port of Northern Montana is a political subdivision of Toole County, Montana and has a separate and distinct budget as well as an administrative board; and

**WHEREAS,** MCA Section 7-14-1105(1)(2015) authorizes the county to loan money to the port authority.

**WHEREAS,** the NETA board, in a meeting on January 7, 2016 requested that Toole County change their \$500,000 short term loan into a 15 year long term loan with monthly payments; and

**WHEREAS,** Toole County is willing and able to make a 15 year loan to help NETA stabilize their cash position; and

**WHEREAS,** Toole County has determined that a reasonable interest rate for such a loan is a 3% variable interest rate with adjustments made each year in March; and

**WHEREAS,** Toole County has determined that there will be no penalty for early repayment of the loan amount; and

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Toole County Commissioners hereby approve changing the short term \$500,000 loan to NETA out of Fund 2399 into a long term 15 year loan at a 3% variable interest rate with per year adjustments in the rate with no penalty for early repayment of the loan amount.

**BY ORDER of the Board of Toole County Commissioners** meeting in regular session this 7<sup>th</sup> day of January 2016, at Shelby, Montana.

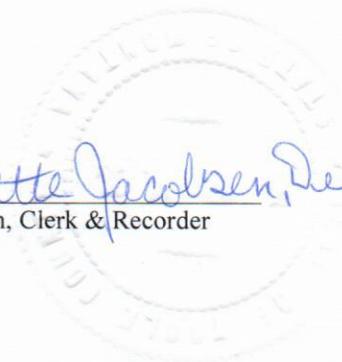
  
Allan Underdal, Commission Chair

  
Deb Brandon, Commissioner

  
Joe Pehan, Commissioner

ATTEST:

  
Treva Nelson, Clerk & Recorder



**Allan Underdal,**  
Commission Chair  
**Deb Brandon,**  
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# COUNTY OF TOOLE

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## COMMISSIONER'S AGENDA

10:00 A.M.

January 14, 2016

PRESENT: Allan Underdal, Joe Pehan and Deb Brandon

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of January 7, 2016 Minutes: Joe motioned to approve the minutes, Deb seconded the motion and the motion carried.**

1. Consider approval of the Midboe Minor Subdivision as approved by the City/County Planning Board and recommended by the Shelby City Council. **Following discussions with Jim Yeagley, the City of Shelby's planner and Dan Stahley, Toole County's planner, Joe motioned to grant preliminary plat approval. Deb seconded and the motion carried.**
2. Consider approval of the final minutes of the Marias Care Center, dated 12-23-2015. **EmpRes of Shelby assumed responsibility of the Marias Care Center through a lease that became effective on 1/1/2016. As a result, there will be no further meetings of the Care Center Board. The EmpRes administrator will be attending Marias Medical Center Board meetings periodically to provide updates. Joe motioned to approve the final minutes of the Care Center. Deb seconded and the motion carried.**

**Allan Underdal,**  
Commission Chair  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
Commissioner  
**Merle Raph,**  
County Attorney  
**Donna Whitt,**  
Sheriff  
**Dan B. Whitted,**  
Coroner  
Commissioners'  
Office# 406-424-8310  
[tccomm@toolecountymt.gov](mailto:tccomm@toolecountymt.gov)



**Debra Munson,**  
Clerk of Court  
**Boyd Jackson,**  
Treasurer/Assessor  
Supt. of Schools  
**Helen I. Schnee,**  
Public Administrator  
**Joe Rapkoch,**  
Justice of the Peace  
**Treva Nelson,**  
Clerk & Recorder  
Clerk & Recorder's Office#  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## COMMISSIONER'S AGENDA

10:00 A.M.

January 28, 2016

PRESENT: Allan Underdal, Deb Brandon, Joe Pehan, Jason Kline, Autumn Combs, Brenda Alexander, and Toni Rider

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of January 14, 2016 Minutes: Joe made a motion to approve the minutes; Deb seconded the motion to approve the minutes and the motion carried.**

1. Public Hearing: Consideration of Courthouse closure on November 25, 2016. **All persons in attendance expressed support of closing the Courthouse the day after Thanksgiving. There was no opposition to the proposed closure. The Public Hearing was closed by Commissioner Underdal at 10:06 a.m.**
2. Consider appointment of Mike Pedersen to the Shelby Mosquito District Board with an end date of 12/31/2016. **Joe made a motion to approve the appointment; Deb seconded the motion and the motion carried.**
3. Consider re-appointments of the following Toole County Mental Health Advisory Board members:
  - a. Jerry Puffer with an end date of 12/31/2018.
  - b. Sue Kasper with an end date of 12/31/2018.
  - c. Donna Whitt with an end date of 12/31/2018.

**Deb made a motion to approve the re-appointments of all three persons; Joe seconded the motion and the motion carried.**

**With no further business, the meeting was adjourned at 10:10 a.m.**

**Allan Underdal,**  
Commission Chair  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
Commissioner  
**Merle Raph,**  
County Attorney  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## COMMISSIONER'S AGENDA

10:00 A.M.

February 8, 2016

PRESENT: Allan Underdal, Deb Brandon, Joe Pehan and Mayor Larry Bonderud

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of January 28, 2016 Minutes: Joe made the motion to approve the minutes; Deb seconded the motion and the motion carried.**

1. Consider approval of Resolution 7-2016, a resolution to close the Toole County Courthouse on November 25, 2016. **A public hearing was held on 1/28/2016. All persons in attendance expressed support of the closure of the Courthouse the day after Thanksgiving. No opposition was noted during the public hearing. Joe made a motion to approve Resolution 7-2016; Deb seconded the motion and the motion carried.**
2. Consider approval of a 5 year farm lease in the amount of \$710 per year between North Toole County Cemetery District and Prairie Home Farms for approximately 23.61 acres of cultivated land and 10.04 acres of native grass. **Deb made the motion to approve the lease; Joe seconded the motion and the motion carried.**
3. Review of 911 Call system upgrade bid proposals received on 1/28/2016. **As the Commissioners have not yet received a report from the consultant, the review is postponed to a later date.**
4. Consider selection of a firm to upgrade the 911 Call system. **No Action taken.**
5. Consider approval of an agricultural exemption on the following land:  
Tract 2, COS 372445, Map Case 2015-8, located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 14,  
Township 30 North, Range 2 East

**Joe made a motion to approve an agricultural exemption; Deb seconded the motion and the motion carried. With no further business, the meeting was adjourned by Chair Underdal at 10:22 a.m.**

**Allan Underdal,**  
Commission Chairman  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
Commissioner  
**Merle Raph,**  
County Attorney  
**Donna Whitt,**  
Sheriff  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## RESOLUTION 7-2016

**RESOLUTION TO CLOSE THE COURTHOUSE AND OTHER COUNTY OFFICES,  
EXCLUDING ESSENTIAL SERVICES OPEN 24 HOURS PER DAY, FOR THE  
FOLLOWING DAYS THROUGH December 31, 2016.**

**WHEREAS:** 7-4-102 MCA 2013 provides for a Public Hearing and Resolution setting the office hours of County Offices; and

**WHEREAS:** Toole County would like to provide its employees an opportunity for a long week-end when certain holidays fall on a Tuesday or Thursday or there are other special circumstances; and

**WHEREAS:** A Public Hearing was set and notice published in the Shelby Promoter January 13 and 20, 2016 and a Public Hearing was held on Thursday January 28, 2016 at 10:00 AM in the Commissioners' office of the Toole County Courthouse; and

**WHEREAS:** Those employees taking advantage of the following days off work will be utilizing their own accrued vacation time; and

**WHEREAS:** A contact person(s) will be available for each essential office for the public to reach in case there is necessary business to conduct on the days of closure and their phone numbers will be listed on the front and back doors of the Courthouse; and

**WHEREAS:** The phones in each essential office will have a voice message advising the public of the number to call to reach an employee able to conduct necessary or emergency business; and

**NOW THEREFORE BE IT RESOLVED** by the Board of Toole County Commissioners in a meeting held on January 28, 2016, that the Toole County Courthouse and other County Offices, excluding essential services open 24 hours per day, will be closed to the public on the following day: Friday November 25, 2016.

**TOOLE COUNTY BOARD OF COMMISSIONERS**



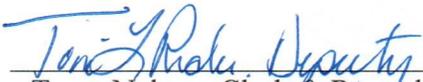
Allan Underdal  
Commission Chair



Deb Brandon  
Commissioner



Joe Pehan  
Commissioner

Attest:   
Treva Nelson, Clerk & Recorder

COMMISSIONER'S AGENDA

10:00 A.M.

February 18, 2016

PRESENT: Allan Underdal, Deb Brandon and Treva Nelson

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of February 8, 2016 Minutes: Deb motioned to approve. Allan 2<sup>nd</sup> the motion and the motion carried.**

- 1. Consider approval of a contract with Regroup from 3/15/2016-3/15/2017 for an emergency alert and mass notification system. The Safety Committee will pay \$3,500 and then be reimbursed from Correction Corporation of America. Deb motioned to approve. Allan 2<sup>nd</sup> the motion and the motion carried.**

**Allan Underdal,**  
Commission Chair  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
Commissioner  
**Merle Raph,**  
County Attorney  
**Donna Whitt,**  
Sheriff  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## COMMISSIONER'S AGENDA

10:00 A.M.

February 25, 2016

PRESENT: Deb Brandon, Joe Pehan and Treva Nelson

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of February 18, 2016 Minutes: Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**

1. Consider approval of Resolution 8-2016, a resolution authorizing participation in the Short Term Investment Pool (STIP), account # CO TOOLE and account name: TOOLE COUNTY TREASUR. **Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**
2. Consider approval of Resolution 9-2016, a resolution authorizing participation in the Short Term Investment Pool (STIP), account #CO TLOVER and account name: TOOLE CTY OVERALL. **Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**
3. Consider approval of Resolution 10-2016, a resolution authorizing participation in the Short Term Investment Pool (STIP), account #CO TLNETA and account name: TOOLE CO NORTHERN EXPRESS TRANSPORTATION. **Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**
4. Consider approval of Resolution 11-2016, a resolution authorizing participation in the Short Term Investment Pool (STIP), account #CO TLNCEM and account name: TOOLE CO NO CEMETERY. **Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**
5. Consider approval of Resolution 12-2016, a resolution authorizing participation in the Short Term Investment Pool (STIP), account #CO TLMAR and account name: TL

CNTY MARIAS MED. **Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**

6. Consider approval of Resolution 13-2016, a resolution authorizing participation in the Short Term Investment Pool (STIP), account #CO TLHERI and account name: TOOLE CTY MAR HERITA. **Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**
7. Consider approval of Resolution 14-2016, a resolution authorizing participation in the Short Term Investment Pool (STIP), account #CO TLDCT and account name: TOOLE CTY DISTRICT COURT. **Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**
8. Consider approving the coordination plan and grant application to the MT Dept. of Transportation's Transit Program for operational funding in the amount of \$78,870.00 for Toole County on behalf of Glacier County Transit, Pondera County transit and Toole County Transit for FY 16-17. **Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**
9. Consider approving the coordination plan and grant application to the MT Dept. of Transportation's Transit Program for operational funding in the amount of \$71,454 for Northern Transit Interlocal for FY 16-17 and a capital funding request for two 27 passenger buses in the amount of \$173,160.00. **Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**
10. Consider approval of the Memorandum of Understanding (MOU) between Toole County and Glacier County for regional transportation coordination through July 1, 2017. **Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**
11. Consider approval of the Memorandum of Understanding (MOU) between Toole County and Pondera County for regional transportation coordination through July 1, 2017. **Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**
12. Consider appointment of the following persons to the TV District Board in Toole County:
  - a. Trent Tustian with a term to end 12/31/2021. **New term end 5/31/2020**
  - b. Erin Buckley with a term to end 12/31/2020. **New term end 5/31/2020**
  - c. Glen Kurkowski with a term to end 12/31/2019. **New term end 5/31/2018****Terms were changed to reflect HB 84. Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**
13. Consider approval of the revisions of the Shelby Senior Center Bylaws as passed by the Board of Directors on first and second reading in two regular board meetings. **Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**
14. Consider the re-appointment of Wes McAlpine to the Fair Board with a term to end 12/31/2018. **Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**

RESOLUTION AUTHORIZING PARTICIPATION IN THE SHORT TERM INVESTMENT POOL (STIP)  
MONTANA BOARD OF INVESTMENTS

CERTIFICATE AS TO  
RESOLUTION NO. 8-2016 AND ADOPTING VOTE

Political Subdivision: Toole County  
Governing Body: Toole County Commissioners

Type, date, time and place of meeting: A Commission meeting held on 2-25-16  
at 10 o'clock a.m. in Shelby, Montana.

Members present: Deb Brandon + Joe Pehan

Members absent: Allan Underdal

I, the undersigned, being the duly qualified and acting recording officer of the political subdivision identified above ("Participant"), certify that the attached RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA SHORT TERM INVESTMENT POOL AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO ("Resolution") and Exhibits A and B thereto are true and correct copies of the Resolution and Exhibits A and B on file in the original records of the Participant and in my legal custody; that the Resolution and Exhibits A and B were duly approved and adopted by the Governing Body of the Participant at the above described meeting, which meeting was attended throughout by the members indicated above, constituting a quorum of the Governing Body, pursuant to public notice of such meeting as required by law; and that the Resolution and Exhibits A and B have not as of the date hereof been amended or repealed.

WITNESS my hand officially as such recording officer this 25 day of February, 20 16.

By Maria Nelson  
Its Clerk - Recorder

RESOLUTION AUTHORIZING PARTICIPATION IN THE SHORT TERM INVESTMENT POOL (STIP)  
MONTANA BOARD OF INVESTMENTS

CERTIFICATE AS TO  
RESOLUTION NO. 9-2016 AND ADOPTING VOTE

Political Subdivision: Toole County  
Governing Body: Toole County Commissioners

Type, date, time and place of meeting: A Commission meeting held on 2-25-16  
at 10 o'clock a.m. in Shelby, Montana.

Members present: Deb Brandon & Joe Pehan

Members absent: Allan Underdal

I, the undersigned, being the duly qualified and acting recording officer of the political subdivision identified above ("Participant"), certify that the attached RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA SHORT TERM INVESTMENT POOL AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO ("Resolution") and Exhibits A and B thereto are true and correct copies of the Resolution and Exhibits A and B on file in the original records of the Participant and in my legal custody; that the Resolution and Exhibits A and B were duly approved and adopted by the Governing Body of the Participant at the above described meeting, which meeting was attended throughout by the members indicated above, constituting a quorum of the Governing Body, pursuant to public notice of such meeting as required by law; and that the Resolution and Exhibits A and B have not as of the date hereof been amended or repealed.

WITNESS my hand officially as such recording officer this 25 day of February, 2016.

By Heva Nelson  
Its Recorder

RESOLUTION AUTHORIZING PARTICIPATION IN THE SHORT TERM INVESTMENT POOL (STIP)  
MONTANA BOARD OF INVESTMENTS

CERTIFICATE AS TO  
RESOLUTION NO. 10-2016 AND ADOPTING VOTE

Political Subdivision: Toole County  
Governing Body: Toole County Commissioners

Type, date, time and place of meeting: A Commission meeting held on 2-25-16  
at 10 o'clock a.m. in Shelby, Montana.

Members present: Deb Brandon + Joe Pehan

Members absent: Allan Uundendal

I, the undersigned, being the duly qualified and acting recording officer of the political subdivision identified above ("Participant"), certify that the attached RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA SHORT TERM INVESTMENT POOL AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO ("Resolution") and Exhibits A and B thereto are true and correct copies of the Resolution and Exhibits A and B on file in the original records of the Participant and in my legal custody; that the Resolution and Exhibits A and B were duly approved and adopted by the Governing Body of the Participant at the above described meeting, which meeting was attended throughout by the members indicated above, constituting a quorum of the Governing Body, pursuant to public notice of such meeting as required by law; and that the Resolution and Exhibits A and B have not as of the date hereof been amended or repealed.

WITNESS my hand officially as such recording officer this 25 day of February, 2016.

By Anna Nelson  
Its Clerk - Recorder

RESOLUTION AUTHORIZING PARTICIPATION IN THE SHORT TERM INVESTMENT POOL (STIP)  
MONTANA BOARD OF INVESTMENTS

CERTIFICATE AS TO  
RESOLUTION NO. 11-2016 AND ADOPTING VOTE

Political Subdivision: Toole County  
Governing Body: Toole County Commissioners

Type, date, time and place of meeting: A Commission meeting held on 2-25-16  
at 10 o'clock a.m. in Shelby, Montana.

Members present: Deb Brandon & Joe Pehan

Members absent: Allan Undendal

I, the undersigned, being the duly qualified and acting recording officer of the political subdivision identified above ("Participant"), certify that the attached RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA SHORT TERM INVESTMENT POOL AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO ("Resolution") and Exhibits A and B thereto are true and correct copies of the Resolution and Exhibits A and B on file in the original records of the Participant and in my legal custody; that the Resolution and Exhibits A and B were duly approved and adopted by the Governing Body of the Participant at the above described meeting, which meeting was attended throughout by the members indicated above, constituting a quorum of the Governing Body, pursuant to public notice of such meeting as required by law; and that the Resolution and Exhibits A and B have not as of the date hereof been amended or repealed.

WITNESS my hand officially as such recording officer this 25 day of February, 2016.

By Julia V. Nelson  
Its Clerk & Recorder

RESOLUTION AUTHORIZING PARTICIPATION IN THE SHORT TERM INVESTMENT POOL (STIP)  
MONTANA BOARD OF INVESTMENTS

CERTIFICATE AS TO  
RESOLUTION NO. 12-2016 AND ADOPTING VOTE

Political Subdivision: Toole County  
Governing Body: Toole County Commissioners

Type, date, time and place of meeting: A Commission meeting held on 2-25-16  
at 10 o'clock a.m. in Shelby, Montana.

Members present: Deb Brandon + Joe Pehan

Members absent: Allan Undendal

I, the undersigned, being the duly qualified and acting recording officer of the political subdivision identified above ("Participant"), certify that the attached RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA SHORT TERM INVESTMENT POOL AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO ("Resolution") and Exhibits A and B thereto are true and correct copies of the Resolution and Exhibits A and B on file in the original records of the Participant and in my legal custody; that the Resolution and Exhibits A and B were duly approved and adopted by the Governing Body of the Participant at the above described meeting, which meeting was attended throughout by the members indicated above, constituting a quorum of the Governing Body, pursuant to public notice of such meeting as required by law; and that the Resolution and Exhibits A and B have not as of the date hereof been amended or repealed.

WITNESS my hand officially as such recording officer this 25 day of February, 2016.

By Shirley Nelson  
Its Clerk & Recorder

RESOLUTION AUTHORIZING PARTICIPATION IN THE SHORT TERM INVESTMENT POOL (STIP)  
MONTANA BOARD OF INVESTMENTS

CERTIFICATE AS TO  
RESOLUTION NO. 13-2016 AND ADOPTING VOTE

Political Subdivision: Toole County  
Governing Body: Toole County Commissioners

Type, date, time and place of meeting: A Commission meeting held on 2-25-16  
at 10 o'clock a.m. in Shelby, Montana.

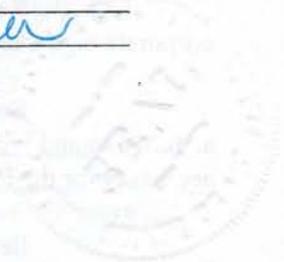
Members present: Deb Brandon & Joe Pehan

Members absent: Allan Undendal

I, the undersigned, being the duly qualified and acting recording officer of the political subdivision identified above ("Participant"), certify that the attached RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA SHORT TERM INVESTMENT POOL AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO ("Resolution") and Exhibits A and B thereto are true and correct copies of the Resolution and Exhibits A and B on file in the original records of the Participant and in my legal custody; that the Resolution and Exhibits A and B were duly approved and adopted by the Governing Body of the Participant at the above described meeting, which meeting was attended throughout by the members indicated above, constituting a quorum of the Governing Body, pursuant to public notice of such meeting as required by law; and that the Resolution and Exhibits A and B have not as of the date hereof been amended or repealed.

WITNESS my hand officially as such recording officer this 25 day of February, 2016.

By Juwa Nelson  
Its Clerk = Recorder



RESOLUTION AUTHORIZING PARTICIPATION IN THE SHORT TERM INVESTMENT POOL (STIP)  
MONTANA BOARD OF INVESTMENTS

CERTIFICATE AS TO  
RESOLUTION NO. 14-2016 AND ADOPTING VOTE

Political Subdivision: Toole County  
Governing Body: Toole County Commissioners

Type, date, time and place of meeting: A Commission meeting held on 2-25-16  
at 10 o'clock a.m. in Shelby, Montana.

Members present: Deb Brandon + Joe Pehan

Members absent: Allan Undendal

I, the undersigned, being the duly qualified and acting recording officer of the political subdivision identified above ("Participant"), certify that the attached RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA SHORT TERM INVESTMENT POOL AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO ("Resolution") and Exhibits A and B thereto are true and correct copies of the Resolution and Exhibits A and B on file in the original records of the Participant and in my legal custody; that the Resolution and Exhibits A and B were duly approved and adopted by the Governing Body of the Participant at the above described meeting, which meeting was attended throughout by the members indicated above, constituting a quorum of the Governing Body, pursuant to public notice of such meeting as required by law; and that the Resolution and Exhibits A and B have not as of the date hereof been amended or repealed.

WITNESS my hand officially as such recording officer this 25 day of February, 20 16.

By Juwa Nelson  
Its Clk: Recorder

COMMISSIONER'S AGENDA

10:00 A.M.

February 29, 2016

PRESENT: Allan Underdal, Deb Brandon, Joe Pehan and Treva Nelson

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of February 25, 2016 Minutes: Joe motioned to approve the February 25, 2016 minutes. Deb 2<sup>nd</sup> the motion and the motion passed.**

1. Consider approval of funding request of \$5,000 by Northern Transit Interlocal toward operating expenses for regional transportation services for SFY 2016-2017. **Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**
2. Consider the designation of Allan Underdal as Position One Voting Member for Northern Transit Interlocal with Joe Pehan as Toole County's alternate voting member. **Deb motioned to approve. Joe 2<sup>nd</sup> the motion and the motion carried.**
3. Consider the designation of Deb Brandon as Position Two Voting Member for Northern Transit Interlocal with Page Nagy as Toole County's alternate voting member. **Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**
4. Consider approval of Resolution 15-2016, a resolution to move the ambulance service from the Marias Medical Center budget to Toole County budget, Fund 2230. **Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**

**Allan Underdal,**  
Commission Chairman  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
Commissioner  
**Merle Raph,**  
County Attorney  
**Donna Whitt,**  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## RESOLUTION 15-2016

RESOLUTION TO MOVE THE AMBULANCE BUDGET FROM MARIAS MEDICAL CENTER FUND 5420 TO FUND 2230 EFFECTIVE FEBRUARY 23, 2016.

**WHEREAS:** Toole County, Marias Medical Center, and Toole County Ambulance representatives have met to discuss a change in the Toole County Ambulance basic command structure; and

**WHEREAS:** Toole County Ambulance personnel have requested that their department report directly to the Commissioners rather than be a department of Marias Medical Center; and

**WHEREAS:** Marias Medical Center has no objection to the change; and

**WHEREAS:** The Commissioners already have an ambulance fund in the Toole County budget; and

**WHEREAS:** Marias Medical Center has agreed to continue to provide billing services at their cost; and

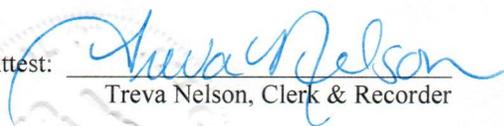
**NOW THEREFORE BE IT RESOLVED** by the Board of Toole County Commissioners in a meeting held on February 29, 2016, that the Ambulance budget will be transferred from Fund 5420, Marias Medical Center, to Fund 2320, the Ambulance Fund, effective February 23, 2016.

### TOOLE COUNTY BOARD OF COMMISSIONERS

  
Allan Underdal  
Commission Chair

  
Deb Brandon  
Commissioner

  
Joe Pehan  
Commissioner

Attest:   
Treva Nelson, Clerk & Recorder



**Allan Underdal,**  
Commission Chairman  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
Commissioner  
**Merle Raph,**  
County Attorney  
**Donna Whitt,**  
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**Dan B. Whitted,**  
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Office# 406-424-8310  
[tccomm@toolecountymt.gov](mailto:tccomm@toolecountymt.gov)



**Debra Munson,**  
Clerk of Court  
**Boyd Jackson,**  
Treasurer/Assessor  
Supt. of Schools  
**Helen I. Schnee,**  
Public Administrator  
**Joe Rapkoch,**  
Justice of the Peace  
**Treva Nelson,**  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## RESOLUTION 15-2016

RESOLUTION TO MOVE THE AMBULANCE BUDGET FROM MARIAS MEDICAL CENTER FUND 5420 TO FUND 2230 EFFECTIVE FEBRUARY 23, 2016.

**WHEREAS:** Toole County, Marias Medical Center, and Toole County Ambulance representatives have met to discuss a change in the Toole County Ambulance basic command structure; and

**WHEREAS:** Toole County Ambulance personnel have requested that their department report directly to the Commissioners rather than be a department of Marias Medical Center; and

**WHEREAS:** Marias Medical Center has no objection to the change; and

**WHEREAS:** The Commissioners already have an ambulance fund in the Toole County budget; and

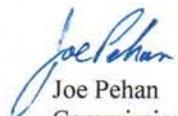
**WHEREAS:** Marias Medical Center has agreed to continue to provide billing services at their cost; and

**NOW THEREFORE BE IT RESOLVED** by the Board of Toole County Commissioners in a meeting held on February 29, 2016, that the Ambulance budget will be transferred from Fund 5420, Marias Medical Center, to Fund 2320, the Ambulance Fund, effective February 23, 2016.

### TOOLE COUNTY BOARD OF COMMISSIONERS

  
Allan Underdal  
Commission Chair

  
Deb Brandon  
Commissioner

  
Joe Pehan  
Commissioner

Attest:   
Treva Nelson, Clerk & Recorder



**Allan Underdal,**  
Commission Chair  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
Commissioner  
**Merle Raph,**  
County Attorney  
**Donna Whitt,**  
Sheriff  
**Dan B. Whitted,**  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## COMMISSIONER'S AGENDA

10:00 A.M.

March 14, 2016

PRESENT: Allan & Joe

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of February 29, 2016 Minutes:**

**Joe motioned to approve the minutes and Allan seconded the motion; motion was approved.**

1. Consider approval of updated Sponsor Certifications for FAA grants to include:
  - Conflict of Interest
  - Drug Free Policy
  - Selection of Consultants
  - Project Plans and Specifications
  - Equipment and Construction Contracts
  - Construction Project Final Acceptance

**Joe made a motion to approve the updated sponsor certifications, Allan seconded and both voted in favor of the motion. With no further business, the meeting was adjourned.**

COMMISSIONER'S AGENDA  
9:30 A.M. (Please note time change.)  
March 24, 2016

PRESENT: Allan Underdal, Deb Brandon, Joe Pehan and Treva Nelson

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of March 14, 2016 Minutes: Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**

1. Consider approval of Resolution 16-2016, a resolution approving a loan from the Montana Department of Transportation, Aeronautics Division, in the amount of \$20,814 for preventive maintenance on airport pavements. **Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**
  
2. Consider approval of the following quote from J & V Restaurant Supply for fire extinguisher service and maintenance for a period of 3 years:
  - a. Annual Service for Extinguisher: \$5.00 per unit
  - b. Six Year Maintenance: \$10.00 per unit
  - c. Twelve Year Hydrostatic: \$15.00 per unit**Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**
  
3. Consider selection of MACo Health Care Trust's health plans for FY 2016-2017. **Deb motioned to remain with the existing plans. Joe 2<sup>nd</sup> the motion and the motion carried.**
  
4. Consider Toole County's contribution toward health insurance costs for FY 2016-2017. **This agenda item was postponed for further discussion.**

**LOAN RESOLUTION**

RESOLUTION NO. 16-2016

A RESOLUTION ENTITLED; "A RESOLUTION OF THE COUNTY OF

Toole, APPROVING A LOAN IN THE AMOUNT OF

\$20,814, TOGETHER WITH INTEREST THEREON AT THE RATE OF

1.75% PER ANNUM ON THE UNPAID BALANCE OF THE PRINCIPAL UNTIL PAID,

FROM THE AERONAUTICS DIVISION OF THE DEPARTMENT OF TRANSPORTATION

OF THE STATE OF MONTANA TO THE COUNTY OF Toole, FOR THE

PURPOSE OF: \_\_\_\_\_

preventive maintenance on pavements

AT THE Shelby AIRPORT, LOCATED IN Shelby

MONTANA, PROVIDING FOR THE REPAYMENT OF LOAN, AND THE TERMS

THEREOF."

WHEREAS, the County of Toole, hereinafter known as "SPONSOR",

has approval from the Aeronautics Division of the Department of Transportation of the State of

Montana, hereafter known as "DIVISION", for a loan of State funds in the amount of

\$20,814 together with interest thereon at the rate of 1.75% per annum of

the unpaid balance of the principal until paid, for the purpose of Airport Improvements described above.

The DIVISION, has prescribed the terms and conditions under which loan is to be repaid,

to wit: Said sum of \$20,814 together with interest thereon at the rate of

1.75% per annum on the unpaid balance of the principal until paid, must be repaid to the

DIVISION, in annual installments in such payment amounts and in accordance with the schedule

of repayments as set forth in the repayment schedule attached hereto and marked EXHIBIT "A".

The SPONSOR accepts such DIVISION monies and agrees to expend same upon such terms and conditions as are prescribed by the DIVISION, and in accordance with the Airport Aid Application Section Four (Representations) and Section Three (Sponsor Assurances) and by this reference incorporated herein as though fully set forth.

NOW THEREFORE, IT IS RESOLVED by the County of Toole, known herein as SPONSOR, as follows:

1. SPONSOR, hereby agrees to receive and expend such loan totaling \$20,814 for the improvements of the Shelby Airport, located in Shelby, Montana, in the manner and form applied for, and as approved by the DIVISION.

2. That in consideration of said loan, that SPONSOR, hereby obligates itself during the period of time as set forth in EXHIBIT "A", to repay to the DIVISION, the loan of \$20,814, together with interest thereon at the rate of 1.75% per annum on the unpaid balance of the principal until paid, in annual installments in accordance with EXHIBIT "A". The first of said payments, in the amount as stated in EXHIBIT "A" will be made on or before the date set forth in EXHIBIT "A", in the full amount of the loan together with interest as aforesaid; and

3.) The SPONSOR shall have the right of prepayment of the principal and interest of the loan, or any part thereof, without penalty, at any time. Any prepayment shall be applied first to interest then accrued at the time of payment and the balance of the payment shall be applied to the principal balance of the loan at the time of prepayment. Any prepayment of principal shall accordingly reduce the amount of interest to be paid on the loan. The prepayment shall not relieve the Sponsor from making the next succeeding payment installment or installment when due until the total balance of the loan is paid in full.

4.) SPONSOR, in consideration of said loan does hereby obligate itself to include within its budget for the period of time during which loan is to be repaid, sufficient funds to pay and discharge loan together with interest thereon in the amount as stated in EXHIBIT "A".

Unanimously passed and approved by the County of Toole, located in Shelby, Montana, this 24<sup>th</sup> day of 20 16

Allan Underdal  
Chairman, County Commissioners

Witnessed by:  
[Signature]

**Allan Underdal,**  
Commission Chair  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
Commissioner  
**Merle Raph,**  
County Attorney  
**Donna Whitt,**  
Sheriff  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## COMMISSIONER'S AGENDA

10:00 a.m.

March 31, 2016

PRESENT: Allan Underdal, Deb Brandon, Joe Pehan, Donna Whitt, Ryan Larson and Treva Nelson

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of March 24, 2016 Minutes: Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**

1. Consider approval of an addendum with Regroup in the amount of \$1,500. This one-time fee will allow for the integration of FEMA's Integrated Public Alert and Warning System (IPAWS) with Toole County's Public Alert Notification System (PANS). **Deb explained that the \$3,500 approved at the February 18, 2016 meeting, which will be reimbursed by CCA, will come out of the Civil Defense fund. This onetime fee of \$1,500 will also come out of the Civil Defense fund. Deb motioned to approve the addendum to Regroup for \$1,500. Joe 2<sup>nd</sup> the motion and the motion carried.**
2. Consider Toole County's contribution toward health insurance costs for FY 2016-2017. **This agenda item was postponed.**
3. Consider approval of a vendor for the 911 upgrades at the Office of Public Safety. **Donna Whitt recommended to the Commissioners to approve Synergem as the vendor. The cost will be \$130,000 which will include IT services. Deb motioned to accept and approve Donna Whitt's recommendation. Joe 2<sup>nd</sup> the motion and the motion carried.**

COMMISSIONER'S AGENDA

10:00 a.m.

April 14, 2016

**PRESENT: Allan Underdal, Deb Brandon, Joe Pehan, Donna Whitt, Ryan Larson and Treva Nelson**

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of March 31, 2016 Minutes: Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**

**Deb motioned to revise the agenda to include the approval of the Public Hearing Minutes. Joe 2<sup>nd</sup> the motion and the motion carried. Joe motioned to approve the minutes from the Public Hearing. Deb 2<sup>nd</sup> the motion and the motion carried.**

1. Consider approval of the Midboe Minor Subdivision as approved by the City/County Planning Board and recommended by the Shelby City Council. **Joe motioned to approve the Midboe Minor Subdivision noting that the map of the surrounding area is an old map and does not reflex current streets. This does not affect the subdivision area. Deb 2<sup>nd</sup> the motion and the motion carried.**
2. Consider Toole County's contribution toward health insurance costs for FY 2016-2017. **Deb motioned to contribute \$625, which is the same as the previous year. Joe 2<sup>nd</sup> the motion and the motion carried.**
3. Consider Resolution 18-2016, a resolution to discontinue and close an alley in Galata as requested by the School District 21 Trustees in a meeting on March 16, 2016. The alley, 20' wide by 300' long (6000 square feet), is located in Block 5, McGinnis Fourth Addition. **Joe motioned to approve Resolution 18-2016. Deb 2<sup>nd</sup> the motion and the motion carried.**
4. Consider Resolution 19-2016, a resolution of intention to adopt the proposed 2016 Toole County Growth Policy and to set a date to adopt the Growth Policy. **Deb motioned to approve Resolution 19-2016. The date to adopt the Growth Policy will be May 2, 2016, at 10:00 am. This would be a regular commission meeting. Joe 2<sup>nd</sup> the motion and the motion carried.**
5. Consider approval of a one year network device monitoring and helpdesk support agreement between DIS Technologies (DIS) and the Sheriff's Department. **Donna Whitt presented an email with a recommendation from Ryan Olson. Ryan states that DIS supports MSPOA and is getting into a lot of Public Safety IT services. They have also worked CJIN contracts for DOJ. Joe motioned to approve the one year device monitoring. Deb 2<sup>nd</sup> the motion and the motion carried.**

**Allan Underdal,**  
Commissioner Chair  
**Debb Brandon,**  
Commissioner  
**Joe Pehan,**  
Commissioner  
**Merle Raph,**  
County Attorney  
**Donna Whitt,**  
Sheriff  
**Dan B. Whitted,**  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## RESOLUTION 18-2016

**A RESOLUTION TO DISCONTINUE, ABANDON, AND VACATE AN APPROXIMATE 20 FOOT WIDE BY 300 FOOT LONG PORTION OF ALLEY, ENTIRE BLOCK 5, MCGINNIS FOURTH ADDITION IN GALATA, MT.**

**WHEREAS;** 7-14-2616 MCA 2015, authorizes County Commissioners to discontinue or vacate a street or alley in an unincorporated town if certain procedures are followed; and

**WHEREAS;** Galata, Montana is an unincorporated town in Toole County; and

**WHEREAS;** Galata School District, in a meeting held March 16, 2016, petitioned the Toole County Commissioners to discontinue and close the above mentioned alley; and

**WHEREAS;** the following legal description is of the alley proposed to be vacated: that portion of the alley located in block 5, McGinnis Fourth Addition, said alley being 20 feet wide by 300 feet long. Toole County alleges that the above described alley can be discontinued and closed without detriment to the public interest.

**WHEREAS;** Toole County has determined that the land in question is not necessary for business and that the Galata School District owns land on both sides of said alley.

**WHEREAS;** the public hearing was advertised in the Shelby Promoter on March 30 and April 6, 2016 for the required two-week period and a public hearing was held on April 11, 2016 at the Toole County Commissioners Office for the proposed alley vacation.

**WHEREAS;** there were no objections to the proposed alley closure.

**WHEREAS;** 7-14-2617 MCA 2015 says discontinuance of street not to affect utility easements; and

**NOW THEREFORE BE IT RESOLVED;** that the Board of Toole County Commissioners in a meeting held on April 14, 2016 has approved the discontinuance, vacation, and/or abandonment of the approximate 20' x 300' portion of alley in Block 5, McGinnis Fourth Addition, in Lots 1-20 in the Township of Galata, MT.

**THIS RESOLUTION HAS BEEN ADOPTED BY THE BOARD OF TOOLE COUNTY COMMISSIONERS ON April 14, 2016.**

*Allan Underdal*

Chairman

ATTEST:

*Deb Brandon*

Commissioner

*Toni Z. Nelson, Deputy*

Treva Nelson,

Toole County Clerk & Recorder

*Joseph P. Peterson*

Commissioner

# MCGINNIS-FOURTH ADDITION TO GALATA

BLOCK 5

LOT 13

LOT 12

LOT 11

**Allan Underdal,**  
Commission Chair  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
Commissioner  
**Merle Raph,**  
County Attorney  
**Donna Whitt,**  
Sheriff  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## RESOLUTION 19-2016

### **RESOLUTION OF INTENTION TO ADOPT THE PROPOSED 2016 TOOLE COUNTY GROWTH POLICY AND TO SET A DATE TO ADOPT THE GROWTH POLICY**

**WHEREAS**, 76-1-604, MCA, authorizes the Board of County Commissioners to adopt or revise a growth policy; and

**WHEREAS**, the Board of County Commissioners requested the County Planning Board to prepare an update to the 2005 growth policy, as authorized in 76-1-106, MCA; and

**WHEREAS**, the Toole County Planning Board prepared a growth policy in accordance with Title 76, Chapter 1, Part 6, MCA; and

**WHEREAS**, the proposed growth policy was made available for review at the Toole County Courthouse, and on the Toole County website; and

**WHEREAS**, the Planning Board noticed and held a public hearing March 29, 2016 on the proposed growth policy in accordance with 76-1-602, MCA; and

**WHEREAS**, in accordance with 76-1-603, MCA, the Planning Board considered comments, recommendations and suggestions received by the public; and

**WHEREAS**, the Planning Board made a recommendation to adopt the growth policy with revisions; and

**WHEREAS**, the proposed revisions were identified in a red-lined copy of the draft growth policy; and

**WHEREAS**, the agenda for the Board of County Commissioners was posted for the April 14, 2016 regular Commission meeting and the agenda included the growth policy resolution of intention; and

**WHEREAS**, the Board of County Commissioners considered public comment received at that meeting or received in writing prior to the meeting;

**NOW, THEREFORE BE IT RESOLVED** that the Board of County Commissioners hereby adopts this resolution of intention to adopt the Toole County Growth Policy as recommended by the planning board and hereby sets the date for adoption of the growth policy for Monday, May 2, 2016 at 10:00 a.m. in the Commissioners' office.

Adopted this 14th day of April, 2016. Motion made by Commissioner Brandon, seconded by Commissioner Pehan, and passed on a unanimous vote of the full board. Effective on passage and approval.

**TOOLE COUNTY BOARD OF COMMISSIONERS**

*Allan Underdal*

Allan Underdal  
Commission Chair

*Deb Brandon*

Deb Brandon  
Commissioner

*Joe Pehan*

Joe Pehan  
Commissioner

Attest:

*Treva Nelson*  
\_\_\_\_\_  
Treva Nelson, Clerk & Recorder

COMMISSIONER'S AGENDA

10:00 a.m.

April 21, 2016

PRESENT: Allan Underdal, Deb Brandon, Joe Pehan and Treva Nelson

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of April 14, 2016 Minutes: Deb motioned to approve. Joe 2<sup>nd</sup> the motion and the motion carried.**

1. Consider approval of Mike Hofer to the Sweet Grass Community Water/Sewer District Board with an end date of 5/31/2022 as recommended by the Board of Directors during their meeting of 4/13/2016. **Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**
2. Consider approving polling places for each of the 5 precincts within Toole County. **Polling places in Toole County will be; Sunburst Elementary, Kevin Depot, Shelby Civic Center, Galata Hall and the Toole County Courthouse. Deb motioned to approve. Joe 2<sup>nd</sup> the motion and the motion carried.**
3. Consider the appointment of the elections judges for each precinct for the Federal Primary Election June 7, 2016 and the Federal General Election November 8, 2016.

**City of Shelby**

Marigail Sveum  
Sharon Berthelote  
Nancy Tomsheck  
Deb Steinbacher  
Arlene Lager  
Myra Schilling  
Joyce Benjamin  
Jean Flesch

**Shelby Rural**

Connie Fretheim  
Sara Staub  
Jewell Benjamin

**Sunburst**

Roberta Buckley  
Judy Reighard  
Harriet Karst  
Nancy Simmes

**Kevin**

Dolores Turner  
Lucille Knaup  
Barb Monroe  
Marilyn Enneberg

**Devon/Galata**

Sharon Lerum  
Geneva Sisk  
Cherie Wigen

**Allan commented that a letter was going out to Joe Nye, P.E., Project Manager, authorizing Robert Peccia and Associates to prepare and submit payment requests in Delphi, after approval of the commissioners.**

COMMISSIONER'S AGENDA

**Public Hearing**

10:00 a.m.

Tuesday, April 26, 2016

PRESENT: Allan Underdal, Deb Brandon, Joe Pehan, Treva Nelson and Pat McDonough

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

1. **Public Hearing:** The purpose of this hearing is to gather public comment on Resolution 17-2016. This Resolution will add Fund 2235 to the County budget as a result of leasing out the nursing home to EmpRes of Shelby. **Allan opened the public hearing and explained the purpose of having a different fund for the Nursing Home. Previously the money came out of the Marias Medical fund and now needs to be separated. More discussion followed. The public hearing was closed.**

COMMISSIONER'S AGENDA

10:10 a.m.

Tuesday, April 26, 2016

**(Please Note Change of Regular Meeting Date.)**

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Attendance remained the same as the Public Hearing**

**Approval of April 21, 2016 Minutes: Joe motioned to approve the minutes. Deb 2<sup>nd</sup> the motion and the motion carried.**

1. Consider approval of Resolution 17-2016, a resolution creating Toole County Fund 2235 as a result of leasing out the Marias Care Center to EmpRes of Shelby. **Joe motioned to approve Resolution 17-2016. Deb 2<sup>nd</sup> the motion and the motion carried.**

**Allan Underdal,**  
Commission Chair  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
Commissioner  
**Merle Raph,**  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## RESOLUTION 17-2016

**A RESOLUTION TO ADD FUND 2235, MARIAS CARE CENTER BUDGET, TO THE REGULAR TOOLE COUNTY BUDGET.**

**WHEREAS;** On January 1, 2016, Toole County leased the operation of the Marias Care Center to EmpRes at Shelby LLC and the Marias Care Center budget would no longer be a part of Fund 5420, the Marias Medical Center budget; and

**WHEREAS;** There will still be revenues and expenses that are generated by our contract with EmpRes to lease the Marias Care Center; and

**WHEREAS;** The revenues generated and the expenses paid will have to have a Fund to be deposited in and spent out of; and

**WHEREAS;** Fund 2235 will be designated the Marias Care Center Fund to handle all of the business transactions that will remain with Toole County after leasing out Marias Care Center to EmpRes at Shelby LLC; and

**WHEREAS;** The Expenditure Budget for Fund 2235 for FY 15-16 will be the following:

440300 Nursing Home	
230 Repair & Maint Supplies	\$ 25,000
340 Utility Services	20,000
350 Professional Services	250,000
390 Other Purchased Services	10,000
395 Other Services & Fines	50,000
510 Insurance	5,000
920 Buildings	10,000
930 Improvements Not Buildings	40,000
940 Machinery & Equipment	10,000
<b>Account Total</b>	<b>\$420,000</b>

; and

**WHEREAS;** The Revenue Budget for Fund 2235 for FY 15-16 will be the following:

330000 Intergovernmental Revenue	\$430,000
<b>Fund Total</b>	<b>\$430,000</b>

; and

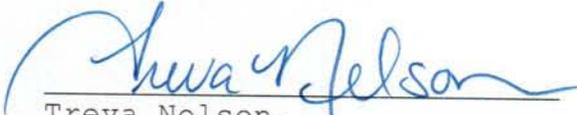
**NOW THEREFORE BE IT RESOLVED;** that the Board of Toole County Commissioners in a meeting held on April 26, 2016 has approved the addition of Fund 2235, the Marias Care Center Budget to the regular Toole County Budget for FY 15-16.

**THIS RESOLUTION HAS BEEN ADOPTED BY THE BOARD OF TOOLE COUNTY COMMISSIONERS ON April 26, 2016.**

  
Chairman

ATTEST:

  
Commissioner

  
Treva Nelson,  
Toole County Clerk & Recorder

  
Commissioner

**Allan Underdal,**  
Commission Chair  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## COMMISSIONER'S AGENDA

10:00 a.m.

Thursday, April 28, 2016

PRESENT: Allan and Joe

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of April 26, 2016 Minutes: Joe made the motion to approve; Allan seconded the motion, and the motion carried.**

1. Consider approval of a letter requesting an amendment to the grant application for the Shelby Airport Improvement Project 3-30-0069-012-2016. The proposal to install two additional runway threshold lights to Runway "5" and replace globes on the existing runway edge lights for the last 2,000 ft. is a change in scope and is not anticipated to require an increase in the requested grant funding.  
**Joe made the motion to approve; Allan seconded the motion, and the motion carried.**
2. Consider approval of Support Agreement for Supplemental Nutrition Assistance Program – Education (SNAP-ED) for the fiscal year 2017 (10/1/2016 – 9/30/2017). The program, provided by Montana State University Extension, is requesting that Toole County donate office space.  
**Joe made the motion to approve; Allan seconded the motion, and the motion carried.**

**Allan Underdal,**  
Commission Chair  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
Commissioner  
**Merle Raph,**  
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**Donna Whitt,**  
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Supt. of Schools  
**Helen I. Schnee,**  
Public Administrator  
**Joe Rapkoch,**  
Justice of the Peace  
**Treva Nelson,**  
Clerk & Recorder  
Clerk & Recorder's Office#  
406-424-8300  
Fax# 406-424-8301  
[tnelson@toolecountymt.gov](mailto:tnelson@toolecountymt.gov)

# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## COMMISSIONER'S AGENDA

10:00 a.m.

Thursday, May 5, 2016

PRESENT: **Allan Underdal, Joe Pehan and Treva Nelson**

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of April 28, 2016 Minutes: Joe motioned to approve. Allan 2<sup>nd</sup> the motion and the motion carried.**

1. Consider approval of a recommendation of award from Robert Peccia & Associates for the Shelby Airport project that the bids were opened for on April 27<sup>th</sup> at 1:30 pm. There were 5 bidders with C.R. Contracting, LLC, of Bend, Oregon the low bidder. Their base bid was \$184,718.87. **Joe motioned to approve. Allan 2<sup>nd</sup> the motion and the motion carried.**
2. Consider approval of MOU between Marias Medical Center and Toole County Health Department for MMC to designate and provide an individual who is qualified to perform the services to act as the Security and Privacy Officer for Toole County Health Department. **Joe motioned to approve. Allan 2<sup>nd</sup> the motion and the motion carried.**

COMMISSIONER'S AGENDA

10:00 a.m.

Monday, May 9, 2016

PRESENT: Allan Underdal, Deb Brandon, Joe Pehan and Treva Nelson

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of May 5, 2016 Minutes: Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**

1. Consider approval of Resolution 20-2016, a resolution to adopt the Growth Policy as recommended by the Planning Board and identified in the resolution of intention, Resolution 19-2016. **Deb motioned to approve. Joe 2<sup>nd</sup> the motion and the motion carried.**
2. Consider approving Task Order/Contract # 16-07-6-11-053-0, a Master Contract that covers the period of July 1, 2012 through June 30, 2019 for Public Health Emergency Preparedness between Toole County and Montana DPHHS **Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**
3. Consider approving the audit committee selected by Treva Nelson, Clerk & Recorder, for the Primary and General Elections. **The Audit Committee will be Shane Yeager, Joe Rapkoch and Boyd Jackson. Deb motioned to approve. Joe 2<sup>nd</sup> the motion and the motion carried.**
4. Consider approving a Mutual Rescission and Release Agreement between Marias Healthcare Services, Inc., Marias Medical Center, and Toole County to rescind certain outdated and/or unused agreements/contracts that are named in the rescission agreement. **Deb motioned to approve. Joe 2<sup>nd</sup> the motion and the motion carried.**
5. Consider approving a Noxious Weed Trust Fund Project Grant Agreement for Buckley Pit Spotted Knapweed Project 2016, MDA Number 2016-040 for \$11,519. **Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**

**Allan Underdal,**  
Commission Chair  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
Commissioner  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## RESOLUTION 20-2016

### A RESOLUTION TO ADOPT THE 2016 Growth Policy

**WHEREAS**, 76-1-604, MCA, authorizes the Board of County Commissioners to adopt or revise a growth policy; and

**WHEREAS**, the Board of County Commissioners requested the County Planning Board to prepare a growth policy, as authorized in 76-1-106, MCA; and

**WHEREAS**, the Toole County Planning Board prepared a growth policy in accordance with Title 76, Chapter 1, Part 6, MCA; and

**WHEREAS**, the proposed growth policy was made available for review at the Toole County Courthouse and on the county website; and

**WHEREAS**, the Planning Board noticed and held a public hearing on the proposed growth policy in accordance with 76-1-602, MCA; and

**WHEREAS**, in accordance with 76-1-603, MCA, the Planning Board considered comments, recommendations and suggestions elicited at the public hearing held on March 29, 2016 and written comments received through the comment period ending on March 29; and

**WHEREAS**, the Planning Board made a recommendation on March 29 to adopt the growth policy with revisions; and

**WHEREAS**, the proposed revisions were identified in a red-lined text in the Planning Board's recommendation and included the need to make other changes to address typographical or grammatical errors; and

**WHEREAS**, the agenda for the Board of County Commissioners was posted for the 4-14-16 regular Commission meeting and the agenda included the growth policy resolution of intention; and

**WHEREAS**, the Board of County Commissioners considered public comment received at that meeting or received in writing prior to the meeting; and

**WHEREAS**, in accordance with 76-1604, MCA, the Board of County Commissioners adopted a resolution of intention to adopt the Toole County Growth Policy as recommended by the planning board on March 29; and

**WHEREAS**, additional language was added to the section on "Implementation Summary" that adds a more detailed description of the implementation table as well as the complete text of the highest priority action items; and

**WHEREAS**, these changes are for clarification and do not constitute a substantive change in content or intent; and

**WHEREAS**, the Board of County Commissioners' agenda was posted for the 5-9-16 Commission meeting and the agenda included the adoption of the growth policy; and

**WHEREAS**, the Board of County Commissioners considered public comment received at that meeting or received in writing prior to the meeting;

**NOW, THEREFORE BE IT RESOLVED** that the Toole County Board of Commissioners hereby adopts the growth policy as recommended by the planning board and as identified in the resolution of intention. This Growth Policy is effective on passage.

**BOARD OF TOOLE COUNTY COMMISSIONERS dated May 9, 2016.**

Allan Underdal  
Chair

Deb Brandon  
Commissioner

Joe Behan  
Commissioner

**ATTEST:**

Amy Nelson  
Clerk & Recorder

COMMISSIONER'S AGENDA

10:00 a.m.

Monday, May 16, 2016

PRESENT: Deb Brandon, Joe Pehan and Treva Nelson

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of May 9, 2016 Minutes: Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**

1. Consider approval of an operating amendment with the MT Dept. of Transportation, Contract #108315, to add federal contingency funds of \$15,021.03. **Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**
2. Consider approval of the re-appointments of the following persons to the Toole County Board of Health:
  - a. Julia Drishinski with a term to end on 1/1/2019.
  - b. Vickie Sulenes with a term to end on 1/1/2019.**Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**
3. Consider approval of a 5-year lease for 25 acres, located in Township 32 North, Range 2 West, Section 35, with Travis Clark in the amount of \$100.00 per year. **Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**
4. Consider designation of Alcohol Tax money for chemical dependency services within Toole County. **This agenda item has been postponed until Thursday.**

COMMISSIONER'S AGENDA

10:00 a.m.

Thursday, May 19, 2016

PRESENT: Allan Underdal, Joe Pehan and Treva Nelson

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of May 16, 2016 Minutes: Joe motioned to approve. Allan 2<sup>nd</sup> the motion and the motion carried.**

1. Consider designation of Alcohol Tax money for chemical dependency services within Toole County. **Joe motioned to approve. Allan 2<sup>nd</sup> the motion and the motion carried.**
2. Consider approval of Task Order 17-07-5-01-051-0 between DPHHS and Toole County for Maternal and Child Health (MCH) services for the period of 7/1/2016 - 6/30/2017. **Joe motioned to approve. Allan 2<sup>nd</sup> the motion and the motion carried.**
3. Consider approval of DUI Task Force Plan for SFY2017. **Joe motioned to approve. Allan 2<sup>nd</sup> the motion and the motion carried.**

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Commission Chair  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
Commissioner  
**Merle Raph,**  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
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## COMMISSIONER'S AGENDA

3:00 P.M.

Friday, May 27, 2016

**(Please Note Change of Meeting Date and Time)**

PRESENT: Chair Allan Underdal and Commissioner Deb Brandon

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of May 19, 2016 Minutes: Deb motioned to approve the minutes; Allan seconded the motion and the motion carried.**

1. Consider approval of the union agreement between Toole County, on behalf of Marias Medical Center, and the Montana Public Employees Association, Inc.  
**Deb motioned to approve the union agreement, approved on 5/25/16 by the MMC Board; Allan seconded the motion and the motion carried.**
2. Consider a Letter of Agreement between Marias Medical Center and Marias Healthcare Service Inc. for the purpose of defining referrals and combined services.  
**Deb motioned to approve the agreement between MMC and MHSI; Allan seconded the motion and the motion carried.**

COMMISSIONER'S AGENDA

10:00 A.M.

Thursday, June 9, 2016

PRESENT: Allan Underdal, Deb Brandon, Joe Pehan and Treva Nelson

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of May 27, 2016 Minutes: Deb motioned to approve the minutes. Allan seconded the motion and the motion carried.**

1. Consider approval of an amendment to Task Order 15-07-1-01-139-0. The amendment between Toole County and the Montana Department of Public Health and Human Services (DPPHS) increases funding for the preparation of a workforce development plan by \$5,000 for a revised task order funding of \$20,000. **Joe motioned to approve the Task Order. Deb seconded the motion and the motion carried.**
2. Consider approval of an amendment to the Montana Cancer Control Program (MCCP) contract between Toole and Teton Counties. Toole County will receive a one-time payment of \$5,524.55 to implement a Chronic Disease Self-Management Program. **Deb motioned to approve the amendment. Joe seconded the motion and the motion carried.**

**Allan Underdal,**  
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**Deb Brandon,**  
Commissioner  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## COMMISSIONER'S AGENDA

10:00 A.M.

Thursday, June 16, 2016

PRESENT: Chair Allan Underdal and Commissioners Deb Brandon and Joe Pehan

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of June 9, 2016 Minutes: Deb motioned to approve the minutes. Joe seconded the motion, and the motion carried.**

- 1. Consider appointment of Donna Grant to the Toole County Compensation Board with a term to end 12/31/2018. Joe motioned to approve the appointment. Deb seconded the motion, and the motion carried.**
- 2. Consider approval of a Motor Vehicle Graveyard Agreement with the City of Shelby. Per the proposed five-year agreement, Toole County will pay the City of Shelby \$2.00 for each junk vehicle stored at the fenced area of the City landfill site. Deb motioned to approve the agreement. Joe seconded the motion, and the motion carried.**
- 3. Consider setting a public hearing date to review the proposed Subdivision Regulations which include legislative updates through the 2015 legislative session. Joe motioned to set the public hearing date for July 14, 2016 at 10:00 a.m. in the Commission Office. Deb seconded the motion, and the motion carried.**
- 4. Consider approval of an IT Support Contract with Preferred IT Systems. Joe motioned to approve the contract with wording to include coverage of all Toole County facilities with the exception of Marias Medical Center and the Sheriff's Department. Deb seconded the motion, and the motion carried.**
- 5. Consider approval of Contract #108989 (CFDA #20.509) between the MT Dept. of Transportation (MDT) and Toole County (Toole County Transit, Glacier County Transit and**

Pondera County Transit) for transit operations. The contract, with federal funding of \$78,870.00 and local match of \$52,420.00, will be in effect during FY 2016-2017. **Deb motioned to approve the contract. Joe seconded the motion, and the motion carried.**

6. Consider approval of Memorandum of Agreement (MOA) between MDT and Toole County for TransADE (Transportation Assistance for the Disabled and Elderly) funding in the amount of \$3,176.00, effective during FY 2016-17. **Deb motioned to approve the MOA. Joe seconded the motion, and the motion carried.**
  
7. Consider approval of Contract #108988 (CFDA #20.509) between MDT and Toole County (Northern Transit Interlocal) for transit operations. The contract, with federal funding of \$71,454.00 and local match of \$43,171.00, will be in effect during FY2016 - 2017. **Deb motioned to approve the contract. Joe seconded the motion, and the motion carried.**

**Allan Underdal,**  
Commission Chair  
**Deb Brandon,**  
Commissioner  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## COMMISSIONER'S AGENDA

10:00 A.M.

Monday, June 20, 2016

PRESENT: Commissioners Deb Brandon and Joe Pehan

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of June 16, 2016 Minutes: Joe made the motion to approve the meeting minutes. Deb seconded the motion, and the motion carried.**

1. Consider approval of the Shelby Airport construction contract with C.R. Contracting, LLC. **Joe made the motion to approve the construction contract. Deb seconded the motion, and the motion carried.**
2. Consider approval of preliminary work by the Montana Facility Finance Authority regarding re-financing of the bonds for the Clinic and Heritage Center buildings. **Joe made the motion to approve the preliminary work on refinancing the bonds. Deb seconded the motion, and the motion carried.**

**Allan Underdal,**  
Commission Chair  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
Commissioner  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## COMMISSIONER'S AGENDA

10:00 A.M.

Thursday June 30, 2016

PRESENT: Allan Underdal, Joe Pehan and Treva Nelson

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of June 16, 2016 Minutes: Joe made the motion to approve the meeting minutes. Allan seconded the motion, and the motion carried.**

1. Public Hearing on the proposed amending of the FY 2015-2016 budget. **Treva gave a copy of the budget amendments completed for the last fiscal year. Discussion was had about the individual budgets. Giving short term loans to the Funds short on cash was discussed.**
2. Consider Resolution 21-2016, a resolution to amend the FY 2015-16 budget. **Joe motioned to approve Resolution 21-2016. Allan seconded the motion and the motion carried.**

RESOLUTION 21-2016

A RESOLUTION AMENDING BUDGETS

WHEREAS, auditors Denning, Downey & Associates requested that bank fees be moved from 410540-630 to 410540-550. This did not change the overall General Budget.

WHEREAS, the General Fund, Public School Administration account 411600 was exceeded by \$972.29 due to unforeseen expenses. This does not change the overall General Fund budget.

WHEREAS, the General Fund Crime Control/Investigation account 420140 was exceeded by \$379.88 due to unforeseen expenses. This does not change the overall General Fund budget.

WHEREAS, the General Fund Immunizations account 440190 was exceeded by \$16,614.01 due to unforeseen expenses. This does not change the overall General Fund budget.

WHEREAS, the General Fund Alcohol Abuse HI Line Recovery was exceeded by \$2,426.50 due to unforeseen expenses. This does not change the overall General Fund budget.

WHEREAS, the General Fund Burial of Indigents account 450136 was exceeded by \$500 due to unforeseen expenses. This does not change the overall General Fund budget.

WHEREAS, the Building Code Enforcement Fund 2394 was exceeded by \$904.80 due to unforeseen expenses. This changed the overall budget and an amendment was made.

WHEREAS, the COA Nutrition-Kevin Fund 2988 account 450320 exceeded by \$259.74 due to unforeseen expenses. This does not change the overall Fund.

WHEREAS, Weed Control Fund 2140 sold salvage equipment and increased revenue by \$15,000. Expenditure account 431100-940 was increased by \$18,000 to purchase new equipment. This changed the Weed Control Fund budget.

WHEREAS, District Court Fund 2180-410333-345 was decreased by \$5,000 and transferred to object code 350. This did not change the budget for Fund 2180. District Court Fund 2180-420351-350, Youth Detention budget was exceeded by \$20,153.51 due to unforeseen expenses.

WHEREAS, District Court Fund 2180-410330-350 and 410330-100 were underestimated. The budget was increase a total of \$25,000. This changed the District Court Fund budget.

WHEREAS, Marias Care Center Fund 2235 was created to have expenditures and revenues for the lease of the county nursing home. With the creation of this Fund object codes were added and a balanced budget was created.

WHEREAS, the Ambulance Fund 2230 object codes were expanded to include 100, 210, 220, 230, 234, 350, 380 and 530. The budgeted amount in object code 941 was redistributed to those object codes and the overall budget did not change.

WHEREAS, the cash in Permissive Health Insurance Fund 2372 had been transferred to Employer Contribution Health Fund 2371 at the beginning of FY 15-16. A result of protested taxes caused Fund 2372 to have a short fall in revenue. \$42,243.17 was transferred back from Fund 2371 cash to 2372 cash. This did not change the budget.

WHEREAS, Fund 2371 budget was adjusted by \$900 in account 410800-141 due to under estimating. This changed the overall expenditure budget but the cash was available.

WHEREAS, Fund 2840-431100-940 was increased by \$215 to enable the Weed Grant Fund to purchase a pickup. This changed the budget but the cash was available.

WHEREAS, PILT Fund 2900 needed an object code 940 to purchase machinery. A 940 object code was added and a line item transfer was made. This did not affect the budget.

WHEREAS, NTC Fire Capital Improvement Fund 4020 needed the line item object code 940 for the purchase of machinery. \$19,071 was moved from 920. This did not change the overall budget.

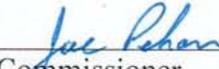
WHEREAS, Junk Capital Improvements Fund 4040 needed a line item transfer of \$10,000. This money was moved from object code 360 to 940. This did not change the overall budget.

WHEREAS, short term loans were given to Funds with negative cash amounts at the end of the FY 15-16. The Funds included in the short term loan are Fund 5420 Marias Medical Center \$1,111,367.55, Fund 2976 Immunization \$486.79, Fund 2971 WIC \$7,086.51 and Fund 2388 Law Enforcement Grants \$3,085.74.

THEREFORE, BE IT RESOLVED that a public hearing was held on June 30, 2016 to amend the FY 2015-2016 budget as stated above.

ADOPTED THIS 30<sup>th</sup> DAY OF JUNE 2016, BY THE TOOLE COUNTY COMMISSIONERS.

  
Commission Chairman

  
Commissioner

  
Commissioner

ATTEST:  
  
Clerk & Recorder

COMMISSIONER'S AGENDA

10:00 A.M.

Thursday, July 14, 2016

PRESENT: Allan Underdal, Deb Brandon, Joe Pehan and Treva Nelson

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of June 30, 2016 Minutes: Joe motioned to approve. Allan seconded the motion and the motion carried.**

1. Public Hearing: Consider adoption of the Toole County Subdivision Regulations which include legislative updates through the 2015 legislative session. **Allan opened the public hearing. Deb mentioned that the new Subdivision Regulations correspond with the new Growth Policy. Allan closed the public hearing and opened the public meeting.**
2. Consider approval of Resolution 22-2016, a resolution adopting Toole County's Subdivision Regulations. **Deb motioned to approve. Joe seconded the motion and the motion carried.**
3. Consider approval of Resolution 23-2016, a resolution adopting the Montana Association of Counties and Montana Sheriffs and Peace Officers Association's recommended jail standards. **Joe motioned to approve. Deb seconded the motion and the motion carried.**
4. Consider appointment of Darrell Stafford as chair of Toole County's Local Emergency Planning Committee (LEPC) with a term to end 12/31/2017. **Deb motioned to approve. Joe seconded the motion and the motion carried.**
5. Consider approval of a request by Prairie Oasis to spend \$11,869 toward the repair of the animal shelter's outside kennels. Funding for this project would come from Fund 7010: "Camp Collie". **Deb motioned to approve. Joe seconded the motion and the motion carried.**

**Other Business:**

**The commissioners received a letter from Dorsey & Whitney, LLP asking to be approved as Bond Council for Toole County. The commissioners will send a letter approving them.**

**Allan Underdal,**  
Commission Chair  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
Commissioner  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## RESOLUTION 22-2016

### **A RESOLUTION ADOPTING TOOLE COUNTY SUBDIVISION REGULATIONS TO REFLECT 2015 LEGISLATIVE CHANGES TO THE MONTANA SUBDIVISION AND PLATTING ACT**

**WHEREAS,** Toole county wishes to adopt subdivision regulations in accordance with current law; and

**WHEREAS,** a hearing was conducted on the proposed regulations on July 14, 2016 with notice of the hearing published in the Shelby Promoter on June 29 and July 6. There were no members of the public in attendance nor any written comments received; and

**WHEREAS,** on July 14, the proposed adoption of the Toole County Subdivision Regulations was included in the posted agenda of the regular meeting of the Toole County Commissioners and there were no members of the public in opposition nor any written comments received; and

**NOW THEREFORE BE IT RESOLVED,** the Board of County Commissioners hereby adopt the Toole County Subdivision Regulations effective July 14, 2016.

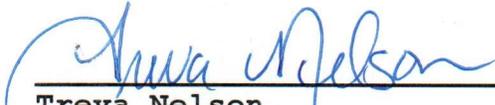
**THIS RESOLUTION HAS BEEN ADOPTED BY THE BOARD OF TOOLE COUNTY COMMISSIONERS ON JULY 14, 2016.**

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

**ATTEST:**

  
\_\_\_\_\_  
Treva Nelson  
Toole County Clerk & Recorder

**Allan Underdal,**  
Commission Chair  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
Commissioner  
**Merle Raph,**  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
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## RESOLUTION 23-2016

### **A RESOLUTION ADOPTING REVISED MONTANA ASSOCIATION OF COUNTIES AND MONTANA SHERIFFS AND PEACE OFFICERS ASSOCIATION RECOMMENDED JAIL STANDARDS.**

**WHEREAS;** Toole County operates a Detention Center and is obligated to operate the Detention Center in a manner that complies with Constitutional and other legal requirements; and

**WHEREAS;** the County wishes to operate its Detention Center in a manner that complies with legal requirements and that protects the health and safety of persons detained, the staff of the detention center and the public; and

**WHEREAS;** the Detention Standards adopted by the Montana Association of Counties and the Montana Sheriffs and Peace Officers Association provide guidance that will help insure that the policies, procedures and physical condition of the Detention Center will meet Constitutional and other legal requirements and will help protect the health and safety of persons detained, detention center staff and the general public; and

**WHEREAS;** the Detention Standards are voluntary and not mandatory and are intended to serve as guidelines to best practices rather than establishing a required or mandated outcome.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TOOLE COUNTY COMMISSIONERS;** that the Montana Association of Counties and Montana Sheriffs and Peace Officers Detention Standards are hereby adopted for the purpose of providing guidance in the development of detention center policies and procedures and any future alteration or new construction of detention center physical facilities. It is not intended that the Detention Standards establish any immediate requirements, rather the standards are adopted to help shape the development of policies and procedures and physical facility decisions regarding the Detention Center and to inform, within the limits of available resources, future budget decisions regarding services, staffing, and facilities at the Detention Center.

**BE IT FURTHER RESOLVED;** that the adoption of the Detention Standards does not create any right in any person not already established by the Constitution or other applicable law related to the Detention Center. The Detention Standards are adopted solely for the purpose of guiding the County in the future and ongoing operation of the detentions center subject to the limitations imposed by the facility and the availability of resources.

**BOARD OF TOOLE COUNTY COMMISSIONERS, DATED July 14, 2016.**

*Allan Underdahl*

**Chairman**

*Deb Brandon*

**Commissioner**

*Joe Rehan*

**Commissioner**

**ATTEST:**

*Treva Nelson*

**Treva Nelson**

**Toole County Clerk & Recorder**

COMMISSIONER'S AGENDA

10:00 A.M.

Thursday, July 21, 2016

PRESENT: Allan, Deb, Joe and Treva

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of July 14, 2016 Minutes: Joe motioned to approve. Deb seconded the motion and the motion passed.**

1. Consider approval of Resolution 24-2016, a resolution appointing Prosecution Services Bureau of the Department of Justice as Special Deputy Toole County Attorney to investigate and possibly prosecute a case for Toole County. **Deb motioned to approve. Joe seconded the motion and the motion passed.**
2. Consider approval of Resolution 25-2016, a resolution authorizing the issuance of Health Care Facilities Refunding Revenue Bonds, Series 2016 to refund certain outstanding bonds of the county. **Joe motioned to approve. Deb seconded the motion and the motion passed.**
3. Consider approval of a contract with Hi Line Web Design for a 12-month period, beginning August 1, 2016. **Deb motioned to approve the contract for \$1,380. She mentioned that the county web page received 36,492 pages viewed last year and there were 78.9% new visitors. Joe seconded the motion and the motion passed.**

Resolution No 24-2016

**WHEREAS**, the Toole County Attorney has requested prosecutorial assistance, In Re the Matter of the Motor Cycle Crash of May 14, 2016, pending in Toole County; and

**WHEREAS**, it is desired and deemed appropriate that a Special Deputy County Attorney be appointed to assist in the prosecution of the aforementioned case, and

**WHEREAS**, Montana Code Annotated §44-4-111 authorizes and contemplates that the training coordinator for county attorneys and the bureau chief of Prosecution Services Bureau (together with the deputies within said bureau) act as special counsel on request of the county attorney and upon the approval of the board of county commissioners, and

**WHEREAS**, Montana Code Annotated §2-15-501(6) authorizes the Attorney General to provide assistance to county attorneys in the discharge of his or her duties.

**IT IS HEREBY RESOLVED:**

That the attorneys assigned to the Prosecution Services Bureau of the Department of Justice are hereby appointed as Special Deputy County Attorneys for Toole County for the purpose of assisting in the prosecution of the aforementioned case and that any of said deputies can fulfill the functions set out in Montana Code Annotated §44-4-103.

**THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:**

**IT IS RESOLVED** that Toole County Board of Commissioners hereby appoints Prosecution Services Bureau of the Department of Justice as Special Deputy Toole County Attorney to investigate and possibly prosecute this case for Toole County, Montana, and that all expenses of such prosecution and investigation shall be paid from the Toole County Attorney's budget.

Dated this 21<sup>st</sup> day of July, 2016.

Allan Underdal

CHAIRMAN

Deb Brandon

MEMBER

ATTEST:

Awa Nelson  
CLERK AND RECORDER

Joe Pelton  
MEMBER

**Allan Underdal,**  
Commission Chair  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
Commissioner  
**Aerle Raph,**  
County Attorney  
**Donna Whitt,**  
Sheriff  
**Dan B. Whitted,**  
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**Joe Rapkoch,**  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## RESOLUTION NO. 25-2016

### RESOLUTION AUTHORIZING THE ISSUANCE OF HEALTH CARE FACILITIES REFUNDING REVENUE BONDS, SERIES 2016, TO REFUND CERTAIN OUTSTANDING BONDS OF THE COUNTY

**BE IT RESOLVED** by the Board of Commissioners of Toole County, Montana (the "County"), as follows:

Section 1. Recitals. As authorized by Montana Code Annotated, Title 7, Chapter 34, Part 23, as amended (the "Act"), the County owns and operates Marias Medical Center, an acute care critical access hospital, skilled nursing home and assisted living facility located in Shelby, Montana (collectively, the "Facilities").

The Montana Facility Finance Authority (the "Authority") previously issued its Health Care Facilities Revenue Bonds (Master Loan Program—Marias Medical Center Project, Shelby, Montana), Series 2005A (the "Authority's 2005 Bonds") in the original aggregate principal amount of \$4,030,000. Proceeds of the Authority's 2005 Bonds were loaned to the County (the "2005 Loan") for purposes of (i) refunding the Authority's Health Care Facilities Revenue Bonds (Master Loan Program—Toole County Project, Shelby, Montana), Series 1996A (the "Series 1996A Bonds"), (ii) refunding the County's Health Facilities Revenue Bonds, Series 1997 (the "Series 1997 Bonds"), (iii) making a deposit to a debt service reserve fund for the Authority's Series 2005 Bonds and (iv) paying a portion of the expenses incurred in connection with the issuance of the Authority's 2005 Bonds. The Series 1996A Bonds were issued to finance an addition to the hospital and nursing home facility comprising part of the Facilities, which included physician offices, examination rooms, treatment rooms, and other amenities. The Series 1997 Bonds were issued to finance the costs of designing, constructing and equipping the assisted living facility comprising part of the Facilities.

Pursuant to the Act, the County issued its Health Facilities Revenue Bonds, Series 2005 (the "County's 2005 Bonds") to the Authority in the same original aggregate principal amount and with the same interest rate as the Authority's 2005 Bonds in order to evidence the 2005 Loan and as security for the Authority's 2005 Bonds. Debt service payments made by the County on the County's 2005 Bonds are payable in amounts and at times sufficient for the Authority to

make corresponding payments on the Authority's 2005 Bonds. The County's 2005 Bonds are payable from the revenues of the Facilities and are presently outstanding in the aggregate principal amount of \$2,070,000.

Section 2. Refunding. In order achieve debt servicing savings on the Authority's 2005 Bonds, it has been proposed that the Authority issue its Health Care Facilities Revenue Refunding Bonds (Master Loan Program – Marias Medical Center Project), Series 2016 (the "Authority's 2016 Bonds"), and loan (the "2016 Loan") the proceeds thereof to the County for the purposes of (i) refunding the Authority's 2005 Bonds, (ii) making a deposit to a debt service reserve fund for the Authority's 2016 Bonds and (iii) paying expenses incurred in connection with the issuance of the Authority's 2016 Bonds. In connection with the issuance of the Authority's 2016 Bonds, the County's 2005 Bonds will be cancelled and pursuant to the Act the County will issue its Health Care Facilities Revenue Refunding Bonds, Series 2016 (the "County's 2016 Bonds") to the Authority in the same original aggregate principal amount and with the same interest rate as the Authority's 2016 Bonds in order to evidence the 2016 Loan and as security for the Authority's 2016 Bonds. Debt service payments made by the County on the County's 2016 Bonds will be payable in amounts and at times sufficient for the Authority to make corresponding payments on the Authority's 2016 Bonds. The County's 2016 Bonds will be payable from the revenues of the Facilities.

The terms of Authority's 2016 Bonds (and therefore the County's 2016 Bonds) will be established by pursuant to negotiations with one or more banks or financial institutions (the "Purchaser") with the assistance and advice of D.A. Davidson & Co., Great Falls, Montana, as placement agent (the "Placement Agent") in connection with the Authority's 2016 Bonds. Prior to the issuance of County's 2016 Bonds, the Board will adopt a resolution (the "County Bond Resolution"), which shall set forth the terms of the County's 2016 Bonds.

Section 3. Authorization of Issuance of County's 2016 Bonds; Approval of Issuance of Authority's 2016 Bonds; and Authorization to Execute Bond Purchase Agreement.

3.1. The issuance of the County's 2016 Bonds for the purposes described in Section 2 hereof is hereby authorized.

3.2. The County understands that Placement Agent will act as placement agent with respect to the Authority's 2016 Bonds. The Authority's 2016 Bonds shall be sold to a Purchaser pursuant to a Bond Purchase Agreement among the Authority, the County and the Purchaser (the "Bond Purchase Agreement"). The County hereby authorizes and directs the Chair of the Board of County Commissioners and the Chief Executive Officer of the Marias Medical Center to negotiate the terms of the County's 2016 Bonds, recognizing that the County's 2016 Bonds will have the same terms as the Authority's 2016 Bonds, and to enter into the Bond Purchase Agreement. The Authority's 2016 Bonds shall be in the aggregate principal amount, mature on such dates, bear interest at such rates per annum, be subject to redemption, bear such date, and be sold at such purchase price as are set forth in the Bond Purchase Agreement; provided that:

(a) The total aggregate principal amount of the Authority's 2016 Bonds shall not exceed \$2,100,000 (exclusive of any premium or discount thereon);

(b) The net present value of debt service savings to be achieved by the refunding of the Authority's 2005 Bonds is not less than 3.50% of the outstanding principal amount of the Authority's 2005 Bonds; and

(c) The term of the Authority's 2016 Bonds shall not exceed the term of the Authority's 2005 Bonds.

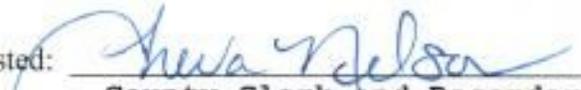
3.3. The appropriate officers of the County are hereby authorized to execute such documents as are necessary in connection with the issuance of the Authority's 2016 Bonds and County's 2016 Bonds and the refunding of the Authority's 2016 Bonds and the cancellation of the County's 2005 Bonds. Following the approval of the terms of the Authority's 2016 Bonds and the execution of the Bond Purchase Agreement as provided herein, the Board shall adopt the County Bond Resolution setting forth the terms of the County's 2016 Bonds and the security for the payment thereof.

Adopted this 21 day of July, 2016.



**Chair, Board of County Commissioners**

Attested:

  
**County Clerk and Recorder**

COMMISSIONER'S AGENDA

10:00 A.M.

Monday, August 1, 2016

PRESENT: Allan Underdal, Deb Brandon and Treva Nelson

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of July 21, 2016 Minutes: Deb motioned to approve the minutes. Allan 2<sup>nd</sup> the motion and the motion passed.**

1. Consider approval of Memorandum of Understanding (MOU) between Toole County and the MT Stockgrowers Association for predator control services for cattle between 7/1/16 and 6/30/17. Funds will be expended within Toole County for costs associated with the Wildlife Services Specialist (vehicle, partial salary) and contract fixed wing and/or helicopter flying.
  - a. Stock Cattle on Tax Rolls: 15,592 (Cattle License Fee/Head: \$1.00)  
**Deb motioned to approve. Allan 2<sup>nd</sup> the motion and the motion passed.**
2. Consider approval of Memorandum of Understanding (MOU) between Toole County and the MT Wool Growers Association for predator control services for sheep between 7/1/16 and 6/30/17. Funds will be expended within Toole County for wildlife services; an airplane will be used where feasible and funds are available.
  - a. Stock Sheep on Tax Rolls: 1,449 (Sheep License Fee/Head: \$1.00)  
**Deb motioned to approve. Allan 2<sup>nd</sup> the motion and the motion passed.**
3. Consider approval of a lease with Marias Healthcare Services, Inc. for the ambulance storage/dispatch space. The lease will be for a period of three (3) years (9/1/16-8/31/19) in the amount of \$1,000.00 per month. **This agenda item has been postponed.**
4. Consider approval of amendment to lease #8155 in the amount of \$503.42/month between the State of Montana, Department of Public Health and Human Services and Toole County for office space in the courthouse, extending the term of the lease through 6/30/2017. **Deb motioned to approve. Allan 2<sup>nd</sup> the motion and the motion passed.**

COMMISSIONER'S AGENDA

10:00 A.M.

Thursday, August 4, 2016

PRESENT: Allan Underdal, Deb Brandon, Joe Pehan and Treva Nelson

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of August 1, 2016 Minutes: Deb motioned to approve. Joe seconded the motion and the motion passed.**

1. Consider approval of Professional Services Agreement between Marias Medical Center (MMC) and Marias Healthcare Services, Inc. for 24/7/365 coverage at MMC for emergency and inpatient medical services. The monthly fee for services remains unchanged from the previous ER Contract at \$62,966.00 per month. The term of this agreement will be for three (3) years, beginning 9/1/2016 and ending 8/31/2019. **Joe motioned to approve. Deb seconded the motion and the motion passed.**

COMMISSIONER'S AGENDA

10:00 A.M.

Monday, August 15, 2016

PRESENT: Allan Underdal, Deb Brandon, Joe Pehan and Treva Nelson

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of August 4, 2016 Minutes: Deb motioned to approve. Joe seconded the motion and the motion passed.**

1. Consider approval of a three (3) year contract with Johnson Controls. The planned service agreement will provide for preventive maintenance services for three (3) at the hospital, one (1) boiler at the library and one (1) boiler system at the courthouse. The yearly cost for preventive services will be as follows:
  - Year 1: \$20,132.00
  - Year 2: \$20,534.64
  - Year 3: \$20,945.33

**The contract with Johnson Controls will take effect July 1, 2016. Allan said the payment split will be 80.3% for the hospital and 19.7% for the county. Joe motioned to approve. Deb seconded the motion and the motion passed.**

**Allan Underdal,**  
Commission Chair  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
Commissioner  
**Merle Raph,**  
County Attorney  
**Donna Whitt,**  
Sheriff  
**Dan B. Whitted,**  
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Clerk of Court  
**Boyd Jackson,**  
Treasurer/Assessor  
Supt. of Schools  
**Helen I. Schnee,**  
Public Administrator  
**Joe Rapkoch,**  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## COMMISSIONER'S AGENDA

10:00 A.M.

Monday, August 29, 2016

PRESENT: Allan U & Joe P

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

### Approval of August 15, 2016 Minutes:

**Joe motioned to approve the minutes, Allan seconded and both voted in favor.**

1. Consider approval of the Toole County Health Foundation bylaws as recommended by the Foundation board members during the 8/27/2016 meeting.  
**Joe made a motion to approve the Bylaws, Allan seconded the motion and both voted in favor.**
2. Consider approval of Resolution 26-2016, a resolution honoring Dr. Robert Stanchfield, during his 90<sup>th</sup> birthday month, for his 44 years of service to the citizens of Toole County.  
**Allan made a motion to approve the resolution, Joe seconded the motion and both voted in favor of Resolution 26-2016.**

**Allan Underdal,**  
Commission Chair  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
Commissioner  
**Merle Raph,**  
County Attorney  
**Donna Whitt,**  
Sheriff  
**Dan B. Whitted,**  
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**Debra Munson,**  
Clerk of Court  
**Boyd Jackson,**  
Treasurer/Assessor  
Supt. of Schools  
**Helen I. Schnee,**  
Public Administrator  
**Joe Rapkoch,**  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## RESOLUTION 26-2016

A RESOLUTION TO HONOR DR. ROBERT STANCHFIELD DURING HIS 90<sup>TH</sup> BIRTHDAY MONTH, FOR HIS 44 YEARS OF SERVICE TO THE CITIZENS OF TOOLE COUNTY AND THE PATIENTS OF MARIAS MEDICAL CENTER, THEN TOOLE COUNTY HOSPITAL AND NURSING HOME.

WHEREAS, Dr. Stanchfield practiced medicine in Toole County from 1953 until 1997, touching the lives of numerous residents of Toole County during his tenure, and at times being the only medical provider in the county; and

WHEREAS, Dr. Stanchfield was instrumental in the push to build a new hospital and nursing home in Shelby during the late 1970s which has served our community well for the past 37 years; and

WHEREAS, Dr. Stanchfield provided an example of dedication, strong family values, and leadership during the time he and his family spent in Toole County; and

WHEREAS, Dr. Stanchfield celebrated his 90<sup>th</sup> birthday on August 17, 2016; and

NOW THEREFORE BE IT RESOLVED; that the Board of Toole County Commissioners would like to join Dr. Stanchfield's family, friends, and former patients in honoring him for his many years of dedicated service to Toole County and beyond. Thanks and God's blessing on him in the years ahead.

BE IT ALSO RESOLVED; that Dr Stanchfield's picture and this resolution will be displayed in a prominent place on the wall at the Emergency Room Entrance to Marias Medical Center in honor of all he has done for the citizens of Toole County.

BOARD OF TOOLE COUNTY COMMISSIONERS dated August 29, 2016.

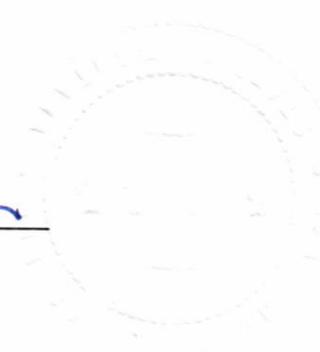
Allan Underdal  
Chair

Deb Brandon  
Commissioner

Joe Pehan  
Commissioner

ATTEST:

Treva Nelson  
Clerk & Recorder



COMMISSIONER'S AGENDA  
10:00 A.M.  
Thursday, September 1, 2016

PRESENT: Allan Underdal, Deb Brandon, Joe Pehan and Treva Nelson

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of August 29, 2016 Minutes: Joe motioned to approve. Allan seconded the motion and the motion carried.**

1. Public Hearing: FY 2016-17 Budget **Allan opened the Public Hearing and asked for public comment. There was no public comment and Allan closed the hearing.**
2. Consider approval of Resolution 27-2016, a resolution authorizing cost-of-living salary adjustments for elected officials and most county employees not including Marias Medical Center employees who are covered separately. **Deb motioned to approve Resolution 27-2016. Deb stated the salary increase would be 1.5% for elected officials and .25 cents for regular county employees. Joe seconded the motion and the motion carried.**
3. Consider approval of Resolution 28-2016, a resolution passing the proposed budget of Toole County for Fiscal Year 2016-2017. **Joe motioned to approve Resolution 28-2016. Deb seconded the motion and the motion carried.**

**Allan Underdal,**  
Commission Chair  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
Commissioner  
**Merle Raph,**  
County Attorney  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## RESOLUTION #27-2016

**A RESOLUTION TO AUTHORIZE COST-OF-LIVING SALARY ADJUSTMENTS FOR MOST COUNTY EMPLOYEES NOT INCLUDING MMC EMPLOYEES COVERED SEPARATELY**

**WHEREAS**, the 2001 Legislature provided that county governing bodies create a county compensation board that shall prepare a compensation schedule for county elected officials for the succeeding fiscal year. The recommended compensation schedule shall be approved by a majority of the board including at least two Commissioners; and

**WHEREAS**, the Commissioners appointed the County Compensation Board and the Board met during two public hearings called by the Commissioners on June 24, 2016 and July 13, 2016 and discussed several suggested compensation schedules for the elected officials for FY2016-17; and

**WHEREAS**, the County Compensation Board recommended that compensation for elected officials in Toole County for FY 2016-17 be increased by a 1.50% cost-of-living adjustment and the recommendation was approved by the members of the Compensation Board; and

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Toole County Commissioners, that elected officials will receive a \$.3374 per hour cost-of-living adjustment retroactive to July 1, 2016, which is 1.50% of the base salary of the Clerk & Recorder. This will translate to the following elected officials' salaries in FY 2016-17:

**Clerk of Court: Base Salary of \$47,496.95**

**Clerk & Recorder: Base Salary of \$47,496.95**

**\$2,000 additional compensation allowed under Statute for being Election Administrator**

**Commissioners: Base Salary of \$49,496.95**

**Coroner: Base Salary of \$10,924.30**

**County Attorney: Base Salary of \$105,164.70**

**Justice of the Peace/City Judge: Base Salary of \$47,496.95**

**Sheriff/Public Safety Director: Base Salary of \$49,496.95**

**\$2,000 required by Statute for Sheriff & compensation for being the Public Safety Director**

**Treasurer/Assessor/Supt. of Schools: Base Salary of \$47,496.95**

**Additional \$3,000 approved by Commissioners for County Supt. of Schools duties**

**BE IT FURTHER RESOLVED** that the Commissioners set the cost-of-living increase adjustment at \$.25/hr. for most other county employees who are employed on September 1, 2016 retroactive to July 1, 2016.

**BOARD OF TOOLE COUNTY COMMISSIONERS DATED September 1, 2016**

*Allan Underdal*

Allan Underdal  
Commission Chair

*Deb Brandon*

Deb Brandon  
Commissioner

*Joe Pehan*

Joe Pehan  
Commissioner

Attest:

*Treva Nelson*

Treva Nelson  
Clerk & Recorder

**Allan Underdal,**  
Commission Chair  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
Commissioner  
**Merle Raph,**  
County Attorney  
**Donna Whitt,**  
Sheriff  
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# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## RESOLUTION #28-2016

### A RESOLUTION TO ADOPT FISCAL YEAR 2016-17 BUDGET

**WHEREAS,** PURSUANT TO Sections 7-6-4021,4024, MCA, THE BOARD OF COUNTY COMMISSIONERS OF TOOLE COUNTY, MONTANA HAS HELD A PUBLIC HEARING AND PASSED RESOLUTIONS AS APPLICABLE ON THE PROPOSED BUDGET OF TOOLE COUNTY FOR FISCAL YEAR 2016-2017 AS REQUIRED BY LAW, AND

**WHEREAS,** SECTIONS 7-6-4036, MCA, PROVIDE FOR THE FIXING OF VARIOUS TAX LEVIES TO RAISE FUNDS SUFFICIENT TO MEET SAID EXPENDITURES AUTHORIZED IN THE BUDGET; AND

**WHEREAS,** AMENDMENTS TO THE FINAL BUDGET MAY BE MADE THROUGHOUT THE FISCAL YEAR AS PROVIDED IN 7-6-4031, MCA; AND

**WHEREAS,** THE MONTANA DEPARTMENT OF REVENUE IS REQUIRED TO CERTIFY TO THE COUNTY COMMISSIONERS THAT THE FINAL COUNTY BUDGET AS ATTACHED BE APPROVED AND ADOPTED AS THE FINAL BUDGET FOR FISCAL YEAR 2016-2017, AND THAT WARRANTS BE ISSUED IN ACCORDANCE WITH LAWS APPERTAINING THERETO.

**WHEREAS,** THE ABOVE RESOLUTION ADOPTING THE BUDGET WAS PASSED BY THE BOARD OF COUNTY COMMISSIONERS; AND

**WHEREAS,** THE MONTANA DEPARTMENT OF REVENUE'S CERTIFIED VALUE OF A COUNTYWIDE MILL IS \$23,750.317 AND OF SPECIALIZED MILLS IS THE FOLLOWING: ROAD-\$19,994.344, SOIL-\$18,689.255, STC CEMETERY-\$14,218.434, NTC CEMETERY-\$9,531.883, SUNBURST MOSQUITO-\$498.437, SHELBY MOSQUITO-\$3,152.435, PORT AUTHORITY-\$23,750.317; AND

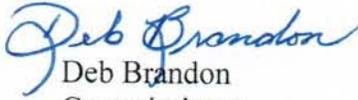
**NOW, THEREFORE BE IT RESOLVED** BY THIS BOARD OF COUNTY COMMISSIONERS THE "LEVIES AS DETAILED AND ADOPTED" FOR FISCAL YEAR 2016-2017, BASED ON THE VALUE OF THE MILL OF \$23,750.317 COUNTYWIDE, AND THE ABOVE VALUE FOR SPECIALIZED MILLS.

**BE IT FURTHER RESOLVED** THAT THE FINAL BUDGET MAY BE AMENDED THROUGHOUT THE FISCAL YEAR AS PROVIDED IN 7-6-4031, MCA.

**BOARD OF TOOLE COUNTY COMMISSIONERS DATED September 1, 2016**



Allan Underdal  
Commission Chair



Deb Brandon  
Commissioner



Joe Pehan  
Commissioner

Attest:



Treva Nelson  
Clerk & Recorder

COMMISSIONER'S AGENDA

10:00 A.M.

Monday, September 12, 2016

PRESENT: Allan Underdal, Deb Brandon, Joe Pehan and Treva Nelson

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of Sept. 1, 2016 Minutes: Joe motioned to accept the minutes with the correction of no public comment and closing of the hearing added to the minutes. Deb seconded the motion and the motion carried.**

1. Consider approval of FY 2016-17 Budget for Shelby Elementary School. **Joe motioned to approve. Deb seconded the motion and the motion carried.**
2. Consider approval of FY 2016-17 Budget for Shelby High School. **Deb motioned to approve. Joe seconded the motion and the motion carried.**
3. Consider approval of FY 2016-17 Budget for Sunburst K-12 Schools. **Deb motioned to approve. Joe seconded the motion and the motion carried.**
4. Consider approval of FY 2016-17 Budget for Galata Elementary School. **Joe motioned to approve. Deb seconded the motion and the motion carried.**

**Allan Underdal,**  
Commission Chair  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
Commissioner  
**Merle Raph,**  
County Attorney  
**Donna Whitt,**  
Sheriff  
**Dan B. Whitted,**  
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**Debra Munson,**  
Clerk of Court  
**Boyd Jackson,**  
Treasurer/Assessor  
Supt. of Schools  
**Helen I. Schnee,**  
Public Administrator  
**Joe Rapkoch,**  
Justice of the Peace  
**Treva Nelson,**  
Clerk & Recorder  
Clerk & Recorder's Office#  
406-424-8300  
Fax# 406-424-8301  
[tnelson@toolecountymt.gov](mailto:tnelson@toolecountymt.gov)

# **COUNTY OF TOOLE**

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## **COMMISSIONER'S AGENDA** **Thursday, September 15, 2016** **8:30 A.M.**

PRESENT: Allan Underdal, Joe Pehan and Deb Brandon

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

### **Approval of Sept. 12, 2016 Minutes:**

**Joe made a motion to approve the minutes of Sept. 12; Deb seconded the motion, and the motion carried.**

1. Consider approval of an Annex/Ambulance Storage lease agreement with Marias Healthcare Services, Inc. for the term of 9/1/2016 – 8/31/2019 in the amount of \$1,000 per month.  
**Joe made a motion to approve the lease; Deb seconded the motion, and the motion carried.**

**Allan Underdal,**  
Commission Chair  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
Commissioner  
**Merle Raph,**  
County Attorney  
**Donna Whitt,**  
Sheriff  
**Dan B. Whitted,**  
Coroner  
Commissioners'  
Office# 406-424-8310  
[tccomm@toolecountymt.gov](mailto:tccomm@toolecountymt.gov)



**Debra Munson,**  
Clerk of Court  
**Boyd Jackson,**  
Treasurer/Assessor  
Supt. of Schools  
**Helen I. Schnee,**  
Public Administrator  
**Joe Rapkoch,**  
Justice of the Peace  
**Treva Nelson,**  
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Fax# 406-424-8301  
[tnelson@toolecountymt.gov](mailto:tnelson@toolecountymt.gov)

# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## COMMISSIONER'S AGENDA Thursday, September 29, 2016 10:00 A.M.

PRESENT: Allan Underdal & Joe Pehan

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

Approval of Sept. 15, 2016 Minutes:

**Joe made a motion to approve & Allan seconded, motion carried.**

1. Consider approval of Resolution 29-2016, a resolution authorizing the refinancing of Toole County's 2005 Revenue Bonds. **Joe motioned to approve, Allan seconded with both voting in favor.**
2. Consider adoption of a tax compliance policy for tax exempt bonds. **Joe motioned to approve, Allan seconded and the motion carried.**
3. Consider approval of a MT Cancer Control Program (MCCP) Subcontractor Agreement with Teton County for the term beginning 7/1/2016 and ending 9/30/2017 in the amount of \$44,000. **Joe motioned to approve, Allan seconded & the motion carried.**
4. Consider approval of a Montana Tobacco Use Prevention Program (MTUPP) Subcontractor Agreement with Teton County for the term beginning 7/1/2016 and ending 6/30/2017 in the amount of \$28,900. **Joe motioned to approve with Allan seconding and both voted in favor.**
5. Consider approval of Amendment One to the Women, Infants, and Children (WIC) contract, providing an increase in funding in the amount of \$562.50 to be used to purchase computer equipment. **Joe motioned to approve, Allan seconded with both voting in favor.**
6. Consider approval of the Kevin/Sunburst Senior Center Bylaws as recommended by the Senior Center Board on 9/20/2016. **Joe made a motion to approve with Allan seconding and the motion carried.**

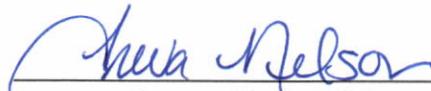
7. Consider the appointment of Shannon McAllister to Deputy Coroner as recommended by Dan Whitted, Toole County Coroner. **Joe motioned to approve, Allan seconded the motion with both voting in favor.**
  
8. Consider approval of a request by a taxpayer to forgive penalty and interest on a property. **Joe made a motion to approve Resolution 30-2016, a resolution to approve forgiveness of penalty & interest on two properties with the stipulation that the taxpayer would pay all of the delinquent taxes and clean up the property. Allan seconded and the motion carried. Dan Seifert agreed to clean up the property and pay all the taxes which amounts to \$8772.24.**

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of Toole County, Montana (the "County"), hereby certify that the attached resolution is a true copy of Resolution No. **29-2016**, entitled: "RESOLUTION RELATING TO \$2,100,000 HEALTH CARE AND BOARDING HOME REVENUE REFUNDING BONDS, SERIES 2016; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF, CREATING SPECIAL FUNDS AND ACCOUNTS AND PLEDGING CERTAIN REVENUES AS SECURITY THEREFOR" (the "Resolution"), on file in the original records of the County in my legal custody; that the Resolution was duly adopted by the Board of County Commissioners of the County at a meeting on **September 29, 2016**, and that the meeting was duly held by the Board of County Commissioners and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Commissioners voted in favor thereof: **Allan Underdal & Joe Pehan** \_\_\_\_\_;  
voted against the same: \_\_\_\_\_;  
abstained from voting thereon: \_\_\_\_\_;  
or were absent: **Deb Brandon** \_\_\_\_\_.

WITNESS my hand officially as such recording officer and the seal of the County this **29th** day of **September**, 2016.

  
\_\_\_\_\_  
County Clerk and Recorder



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RESOLUTION NO. 29-2016

RESOLUTION RELATING TO \$2,100,000 HEALTH CARE AND BOARDING HOME REVENUE REFUNDING BONDS, SERIES 2016; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF, CREATING SPECIAL FUNDS AND ACCOUNTS AND PLEDGING CERTAIN REVENUES AS SECURITY THEREFOR

BE IT RESOLVED by the Board of County Commissioners of Toole County, Montana, as follows:

Section 1. Definitions and Rules of Interpretation

1.01 Definitions. In this Resolution, the following terms have the following respective meanings unless the context hereof clearly requires otherwise:

Accountant: a Person engaged in the practice of accounting and whose partners, members or shareholders are certified public accountants, which is employed or retained by the County or the Tenant, as applicable.

Act: Montana Code Annotated, Title 7, Chapter 34, Parts 22, 23 and 24, as amended.

Additional Bonds: any Bonds issued pursuant to and in accordance with Section 6.

Adjusted Contributions: for any Fiscal Year, the lesser of: (i) the Contributions actually received by the County or the Tenant during such Fiscal Year, or (ii) the sum of Contributions actually received by the County or the Tenant during such Fiscal Year and during the preceding four Fiscal Years of the County or the Tenant divided by five.

Affiliate: any Person directly or indirectly controlling or controlled by or under direct or indirect common control with the County or a Tenant. For purposes of this definition, “control” means the power to direct management and policies, directly or indirectly, whether through ownership, by contract, or otherwise, and the terms “controlling” and “controlled” have correlative meanings.

Authority: the Montana Facility Finance Authority, a public body corporate and instrumentality organized and existing under the Constitution and laws of the State, or any successor to its functions hereunder.

Authority Act: Montana Code Annotated, Title 90, Chapter 7, Parts 1, 2 and 3, as heretofore and hereafter amended or supplemented.

Authority’s 2005 Bonds: shall have the meaning given such term in Section 2.02.

Authority’s 2016 Bonds: the Health Care Facilities Revenue Refunding Bonds (Master Loan Program—Marias Medical Center Project), Series 2016B, issued by the Authority pursuant to the Indenture in the aggregate principal amount of \$2,100,000.

Board: the Board of County Commissioners of the County or any successor governing body of the County.

Board of Investments: the Board of Investments of the State of Montana and its successors and assigns.

Board of Investments Agreement: the Capital Reserve Account Agreement between the Board of Investments and the Authority, dated as of October 1, 1994, as supplemented by the Fourteenth Amendment to Capital Reserve Account Agreement, dated as of October 1, 2016, with respect to the Authority's 2016 Bonds and the Program and all amendments and supplements thereto.

Board of Investments Loan: shall have the meaning assigned in the Indenture.

Board of Investments Loan Rate: the lesser of (i) the coupon equivalent yield on 52-week U.S. Treasury bills, as established at the last auction preceding the date of calculation of the Board of Investments Loan Rate, plus 200 basis points; *provided, however*, that such Board of Investments Loan Rate shall not exceed the Borrower Loan Rate (as defined in the Board of Investments Agreement) plus 200 basis points, and shall not be less than the Borrower Loan Rate, or (ii) the maximum interest rate permitted by law.

Bond Account: the account in the Health Care Fund described in Section 7.03.

Bond Counsel: any firm of nationally recognized bond counsel experienced in matters relating to tax-exempt financing, selected by the County.

Bond Guaranty Account: the account in the Health Care Fund described in Section 7.07.

Bond Register: the register maintained for the purpose of registering the ownership, transfer and exchange of the Bonds of any series.

Bonds: the Series 2016 Bond and any Additional Bonds.

Borrower Account: with respect to any Fund in which the Trustee is directed by the Indenture to establish and maintain a separate account in the name of the County, the account so established and maintained in the name of the County.

Business Day: with respect to the Bonds of any series, any day other than Saturday, Sunday or other day on which the Registrar for such series of Bonds is not open for business.

Code: the Internal Revenue Code of 1986, as amended.

Construction Account: the account in the Health Care Fund described in Section 7.02.

Contributions: for any Fiscal Year, the aggregate amount of all contributions, grants, gifts, bequests and devises (including, but not limited to, any contributions, grants, gifts, bequests and devises from any foundation or Affiliate) to the County or the Tenant available to pay debt service on Indebtedness of the County or the Tenant or Operating Expenses of the

Facilities, and actually received by the County or the Tenant, as the case may be, in such Fiscal Year.

Cost of Issuance Fund: the fund so designated created by Section 3.01 of the Master Indenture.

County: Toole County, Montana, and any successor to its functions hereunder.

Debt Service Coverage Ratio: for any Fiscal Year, the ratio (expressed as a percentage) of the sum of Income Available for Debt Service and Adjusted Contributions for the County or the Tenant for such Fiscal Year to the Maximum Annual Debt Service Requirement.

Debt Service Requirement: for any period of calculation, the aggregate of the payments required to be made in respect of principal of and interest on all Indebtedness during such period; *provided, however*, that:

(1) in reference to Long-Term Indebtedness incurred to finance the construction or acquisition of capital improvements, interest shall be excluded from the determination of the Debt Service Requirement to the extent that escrowed or trusteed funds have been capitalized and are available to pay such interest; and

(2) if money or Government Obligations have been irrevocably deposited pursuant to a written agreement with a trustee or escrow agent in an amount which, with the income on the Government Obligations, will be sufficient to pay the principal of or interest on particular Long-Term Indebtedness as it comes due, such principal or interest, as the case may be, shall not be included in the calculation of the Debt Service Requirement.

Deficiency Tax Levy: the property tax levy authorized by Section 7-34-2418 of the Act and covenanted to be levied by the County to pay Tax-Supported Bonds pursuant to Section 9.08.

Environmental Regulations: has the meaning assigned in Section 3.

Escrow Agent: U.S. Bank National Association, in Denver, Colorado.

Escrow Agreement: the Escrow Agreement, dated October 11, 2016, between the County and the Escrow Agent.

Facilities: the acute care hospital and nursing home facility, known as the Marias Medical Center and the assisted living facility, known as Marias Heritage Center, located on the Land, and all additions and improvements thereto, including without limitation, the Land and all items of furniture, machinery, equipment and other personal property used in the operation of the hospital and nursing home facility, whether or not affixed to or located on the Land, as such may at any time exist.

Fee Payments: the payments made by the County pursuant to Section 10.02.

Fiscal Year: the period commencing on the first day of July of any year and ending on the last day of June of the following year, or any other twelve-month period specified in a resolution of the Board as the fiscal year of the County, or in the event of a Lease, the fiscal year of the Tenant.

Government Obligations: (a) direct general obligations of, or obligations the prompt payment of the principal of and the interest on which are fully and unconditionally guaranteed by, the United States of America, (b) obligations the payment of the principal of, premium, if any, and interest on which is fully guaranteed as a full faith and credit obligation of the United States of America, and (c) certificates or other evidence of ownership in principal to be paid or interest to accrue on a pool of obligations of the type described in (a) or (b) above, which obligations are held by a custodian (any obligations described in (a) or (b) above may be issued or held in book entry form on the books of the Department of Treasury of the United States of America).

Gross Revenues: all gross income and receipts, fees, charges and rentals (excluding Net Rentals) received by the County for the availability and use of and services furnished by the Facilities, all collections of Limited Tax Levies and all income from investment of Gross Revenues, but exclusive of all collections of Deficiency Tax Levies. More particularly, Gross Revenues include all present and future accounts, receivables, contracts and contract rights, including but not limited to all contracts with governmental agencies with respect to Medicaid, Medicare, welfare, public assistance and other similar programs, general intangibles, documents, instruments, and all proceeds from any of the former, derived by the County from the Facilities. Gross Revenues also include grants not specifically conditioned for express purposes, but shall not include (1) grants, gifts, bequests, devises, contributions and other donations restricted for a specific purpose or (2) the proceeds of any borrowing.

Hazardous Substances: has the meaning assigned in Section 3.

Health Care Fund: the fund described in Section 7.

Income Available for Debt Service: for any period of calculation, the excess of Total Revenues over Total Expenses, plus all depreciation, amortization and interest expense included in Total Expenses for such period of calculation.

Indebtedness: without duplication and in respect of the Facilities or, in the case of a Lease, the Tenant, (i) all items of indebtedness or liability of the County or the Tenant for the repayment of money borrowed, whether or not represented by bonds, debentures, notes or other securities, (ii) all amounts representing the capitalization of rentals in accordance with generally accepted accounting principles, (iii) indebtedness secured by any mortgage, pledge, lien or security interest existing on the Facilities, whether or not the indebtedness secured thereby shall have been assumed, and (iv) guaranties, endorsements (other than for purposes of collection in the ordinary course of business) and other contingent obligations of the County or the Tenant in respect of, or to purchase or otherwise to acquire, indebtedness of others, but excluding any Indebtedness with respect to which an Irrevocable Deposit sufficient to pay such Indebtedness in full has been made.

Indenture: collectively, the Master Indenture of Trust, dated as of October 1, 1994 (the “Master Indenture”), as amended and supplemented by the 2016B Supplemental Indenture of Trust, dated as of October 1, 2016 (the “2016B Supplemental Indenture”), each between the Authority and the Trustee, including any amendment thereof or supplement thereto.

Independent: when used with respect to any specified Person, means such a Person who (i) is in fact independent; (ii) does not have any direct financial interest or any material indirect financial interest in the County, the Tenant or any Affiliate, other than the payment to be received under a contract for services to be performed by such Person; and (iii) is not connected with the County, the Tenant or any Affiliate as an official, officer, employee, promoter, underwriter, trustee, partner, affiliate, subsidiary, director or person performing similar functions. Whenever it is provided herein or in the Indenture that any Independent Person’s opinion or certificate relating in any way to the County shall be furnished to the Trustee, such Person shall be appointed by a County order and acceptable to the Trustee in the exercise of reasonable care, and such opinion or certificate shall state that the signer thereof has read this definition and that such signer is Independent within the meaning hereof.

Insurance Consultant: a Person appointed by the County or, in the case of a Lease, the Tenant, and satisfactory to the Trustee, qualified to survey risks and to recommend insurance coverage for hospital or other health care facilities and services of the type involved, and having a favorable reputation for skill and experience in such surveys and such recommendations, and which may be a broker or agent with whom the County or the Tenant transacts business on a regular basis.

Irrevocable Deposit: the irrevocable deposit in trust of cash in an amount (or Government Obligations the principal of and interest on which will be in an amount) and under terms sufficient to pay all or a portion of the principal of and interest on, as the same shall become due, any Indebtedness of the County or the Tenant, as the case may be. The trustee of such deposit may be the Trustee or any other trustee authorized to act in such capacity.

Land: the site on which the Facilities are located.

Lease: any lease entered into between the County and a Tenant in accordance with Section 9.09.

Lender: shall have the meaning given such term in Section 2.03.

Limited Tax Levy: the property tax levy authorized by Section 7-34-2417 of the Act and covenanted to be levied by the County to pay Outstanding Bonds pursuant to Section 9.06.

Long-Term Indebtedness: any Indebtedness incurred by the County or the Tenant for an original term, or renewable at the option of the County or the Tenant for a period, longer than one year from the date originally incurred.

Management Consultant: a Person qualified to study operations of health institutions and, in the judgment of the Board, having a favorable national reputé for skill and experience in such work and, unless otherwise specified herein, selected and employed by the County or the Tenant and acceptable to the Trustee.

Maximum Annual Debt Service Requirement: as of any date the highest Debt Service Requirement for the then current or any succeeding Fiscal Year.

Net Proceeds: when used with respect to any insurance claim or condemnation award, means the gross proceeds from such insurance claim or condemnation award remaining after payment of all expenses (including attorneys' fees and any expenses of the Authority, the County, the Tenant and the Trustee) incurred in the collection of such gross proceeds.

Net Rentals: the collections and receipt of rent required to be paid by a Tenant under a Lease that relate to the payment of debt service on the Bonds.

Net Revenues: all Gross Revenues and Net Rentals on hand in the Health Care Fund each month in excess of the balance then required in the Operating Account; Net Revenues of any Fiscal Year are the Gross Revenues and Net Rentals received during such Fiscal Year less Operating Expenses paid during such Fiscal Year, less also any accrued Operating Expenses as of the end of the Fiscal Year to the extent they exceed accrued income as of said date.

Operating Account: the account in the Health Care Fund described in Section 7.04.

Operating Expenses: all items of expense incurred by the County in its operation of the Facilities which under generally accepted accounting principles are current, reasonable and necessary costs of operation, maintenance and repair of the Facilities.

Outstanding:

(a) when used with reference to Bonds, as of the date of determination, all Bonds delivered pursuant to this Resolution, except: (1) Bonds theretofore canceled by the County or delivered to the County canceled or for cancellation; (2) Bonds deemed paid in accordance with the provisions of Section 14; and (3) Bonds in exchange for or in lieu of which other Bonds shall have been issued and delivered pursuant to this Resolution.

(b) when used with reference to Authority's 2016 Bonds, as of the date of determination, the Authority's 2016 Bonds theretofore issued and delivered under the Indenture, except: (1) Authority's 2016 Bonds theretofore canceled by the Trustee or delivered to the Trustee canceled or for cancellation; (2) Authority's 2016 Bonds which are deemed paid under Section 7.01 of the Master Indenture; and (3) Authority's 2016 Bonds in exchange for or in lieu of which other Authority's 2016 Bonds shall have been issued and delivered pursuant to the Indenture; *provided, however*, that in determining whether the holders of the requisite principal amount of Outstanding Authority's 2016 Bonds have given any request, demand, authorization, direction, notice, consent or waiver under the Indenture, Authority's 2016 Bonds registered in the name of the Authority, the County, the Tenant or any Affiliate shall be disregarded and deemed not to be Outstanding, except that in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Authority's 2016 Bonds which the Trustee knows to be so owned shall be disregarded.

Person: any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

Program: the Master Loan Program of the Authority, of which the 2016 Loan is a part, and pursuant to which the Authority's 2016 Bonds are issued.

Project: shall have the meaning given such term in Section 2.02.

Property Insurance and Award Account: the account in the Health Care Fund described in Section 7.05.

Redemption Date: when used with respect to any Bond to be redeemed shall mean the date on which it is to be redeemed.

Redemption Price: when used with respect to any Bond to be redeemed shall mean the price at which it is to be redeemed.

Registrar: the Person, if any, appointed by the County to act as bond registrar, transfer agent and paying agent for a series of Bonds. With respect to the Series 2016 Bond, the Registrar shall be appointed as set forth in Section 5.03.

Reserve Fund: the fund so designated created by Section 3.01 of the Master Indenture.

Resolution: this Resolution No. **29-2016**, adopted by the Board on **September 29**, 2016.

Series 2005 Bonds: the Health Care Facilities Refunding Revenue Bonds, Series 2005, of the County.

Series 2016 Bond: the Health Care and Boarding Home Refunding Revenue Bonds, Series 2016, of the County, issued under this Resolution.

Series Reserve Requirement: with respect to the Authority's 2016 Bonds, as of the date of calculation, an amount equal to the lesser of: (1) maximum Debt Service Requirement on Outstanding Authority's 2016 Bonds in the then current or any future Fiscal Year (\$384,187.50) or (2) 10% of the proceeds of the Authority's 2016 Bonds (i.e., \$210,000.00).

State: the State of Montana.

Stated Maturity: when used with respect to any Bond or any installment of principal or interest thereon shall mean the date specified in such Bond as the fixed date on which principal of such Bond or such installment of interest is due and payable.

Supplemental Resolution: a resolution of the Board amending or supplementing this Resolution in accordance with its terms.

Surplus Account: the account in the Health Care Fund described in Section 7.06.

Tax-Supported Bonds: any Bonds to which a Deficiency Tax Levy is pledged under the Act and the Supplemental Resolution pursuant to which such Tax-Supported Bonds are issued.

Tenant: any Person entering into a Lease with the County pursuant to Section 9.09.

Total Expenses: with respect to the Facilities (or, in the event of a Lease, the Tenant) for any period of calculation, the aggregate of (A) all expenses of the Facilities, calculated in accordance with generally accepted accounting principles, but excluding any extraordinary or nonrecurring items (including without limitation any gain or loss resulting from either the extinguishment of Indebtedness or the sale, exchange or other disposition of assets not made in the ordinary course of business), and (B) unrealized losses on the valuation of investments.

Total Revenues: with respect to the Facilities (or, in the event of a Lease, the Tenant) for any period of calculation, the aggregate of net patient service revenues, other revenue and nonoperating gain of the Facilities, calculated in accordance with generally accepted accounting principles, including, without limiting the generality of the foregoing, (a) unrestricted investment income, (b) unrestricted endowment income, and (c) net proceeds from business interruption insurance, but excluding (A) any extraordinary or nonrecurring items (including without limitation any gain or loss resulting from either the extinguishment of Indebtedness or the sale, exchange or other disposition of assets not made in the ordinary course of business), and (B) unrealized gains on the valuation of investments.

Trustee: U.S. Bank National Association, and any successor trustee under the Indenture.

2005 Loan: shall have the meaning given such term in Section 2.02.

2016 Loan: shall have the meaning given such term in Section 2.03.

Yearly Coverage: has the meaning set forth in Section 9.05.

1.02 Rules of Construction. Unless the context otherwise requires or except as otherwise expressly provided:

(a) All references in this Resolution to designated sections and other subdivisions are to the designated sections and other subdivisions of this Resolution as originally adopted.

(b) The words “herein,” “hereof” and “hereunder” and other words of similar import without reference to any particular section or subdivision refer to this Resolution as a whole and not to any particular section or other subdivision unless the context clearly indicates otherwise.

(c) The terms defined in this Resolution include the plural as well as the singular.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles applicable to governmental entities.

(e) All computations provided herein shall be made in accordance with generally accepted accounting principles applicable to governmental entities consistently applied.

(f) “Or” is not intended to be exclusive, but is intended to contemplate or encompass one or more or all of the terms or alternatives conjoined.

## Section 2. Authorization, Findings and Recitals.

2.01 Authorization. The Act authorizes Montana counties acquiring, erecting, furnishing, equipping, expanding, improving or maintaining a health care facility under Montana Code Annotated, Section 7-8-2102 or Section 7-34-2201 or a boarding home under 7-34-2301 to borrow money and issue bonds, including refunding bonds, in such form and upon such terms as it may determine, payable out of any revenues of the facility or boarding home, including revenues derived from fees and payments for health care or boarding home services, taxes levied under Montana Code Annotated, Section 7-6-2512 or Section 7-34-2417, grants or contributions from the federal government or any other sources, which bonds may be secured by all or portion of the revenues from such facility.

The Act also authorizes counties which have issued bonds under the Act, subject to Montana Code Annotated, Section 15-10-420, to levy taxes on all taxable property within the county in the manner provided for public hospital districts under Section 7-34-2133. The Act further authorizes the governing body of a county issuing bonds under the Act, if authorized by voters, to covenant that in the event that revenues, including taxes, appropriated and theretofore collected for such bonds are insufficient to pay principal or interest then due, it will levy a general tax upon all of the taxable property in the county for the payment of such deficiency and may further covenant that at any time a deficiency is likely to occur within one year for the payment of principal and interest due on such bonds, it will levy a general tax upon all the taxable property in the county for the payment of such deficiency, and such taxes shall not be subject to any limitation of rate or amount applicable to other county taxes, but shall be limited to a rate estimated to be sufficient to produce the amount of the deficiency.

2.02 Outstanding Bonds. The Authority previously issued its Health Care Facilities Revenue Bonds (Master Loan Program—Marias Medical Center Project, Shelby, Montana), Series 2005A (the “Authority’s 2005 Bonds”) in the original aggregate principal amount of \$4,030,000. Proceeds of the Authority’s 2005 Bonds were loaned to the County (the “2005 Loan”) for purposes of (i) refunding the Authority’s Health Care Facilities Revenue Bonds (Master Loan Program—Toole County Project, Shelby, Montana), Series 1996A (the “Series 1996A Bonds”), (ii) refunding the County’s Health Facilities Revenue Bonds, Series 1997 (the “Series 1997 Bonds”), (iii) making a deposit to a debt service reserve fund for the Authority’s 2005 Bonds and (iv) paying a portion of the expenses incurred in connection with the issuance of the Authority’s 2005 Bonds. The County elected to treat the Series 2005 Bonds and the Authority’s 2005 Bonds as two separate issues, one issue to refund the Series 1996A Bonds (all of which were paid in full on January 1, 2012) and one issue to refund the Series 1997 Bonds (of which \$2,070,000 remain outstanding as of the date hereof). The Series 1997 Bonds were issued to finance the costs of designing, constructing and equipping the assisted living facility comprising part of the Facilities (the “Project”). Apart from the Series 2005 Bonds, no other

bonds or indebtedness are outstanding that are payable from or secured by revenues of the Facilities.

2.03 Refunding; Issuance of Series 2016 Bond. In order to achieve debt service savings, the Authority will issue the Authority's 2016 Bonds in the principal amount of \$2,100,000 and loan (the "2016 Loan") the proceeds thereof to the County for the purposes of (i) refunding the Authority's 2005 Bonds, (ii) making a deposit to a debt service reserve fund for the Authority's 2016 Bonds and (iii) paying costs and expenses incurred in connection with the issuance of the Authority's 2016 Bonds.

Pursuant to Resolution No. 25-2016, adopted on July 21, 2016, the Board authorized the County to enter into a Commitment Agreement, dated September 21, 2016, among the County, the Authority and Capital One Public Funding, LLC (the "Lender") with respect to the sale and issuance of the Authority's 2016 Bonds. The County hereby (i) ratifies and confirms the sale of the Authority's 2016 Bonds pursuant to the Commitment Agreement; (ii) approves and authorizes the issuance of the Authority's 2016 Bonds under the Indenture; (iii) approves and authorizes the form and terms of the Indenture, including the assignment of the Series 2016 Bond to the Trustee in accordance with the 2016B Supplemental Indenture; and (iv) approves and authorizes the refunding of the Authority's 2005 Bonds and the refinancing of the Project.

Pursuant to the Act, this Resolution and the Commitment Agreement, the County will issue its Series 2016 Bonds to the Authority in the same original aggregate principal amount and with the same interest rate as the Authority's 2016 Bonds in order to evidence the 2016 Loan and as security for the Authority's 2016 Bonds. Debt service payments made by the County on the Series 2016 Bond are payable in amounts and at times sufficient for the Authority to make corresponding payments on the Authority's 2016 Bonds. Except as otherwise provided herein, the Series 2016 Bond is payable solely from the Gross Revenues and Net Rentals.

2.04 Adequacy of Revenues; Debt Service Savings. The County estimates, based on the financial statements relating to the operations of the Facilities, that Gross Revenues and Net Rentals herein pledged to the repayment of the Series 2016 Bond will, in each year that the Series 2016 Bond remains Outstanding, exceed the total amount of principal and interest to become due in such year on the Series 2016 Bond and the Operating Expenses and other costs of the Facilities. As a result of the refunding of the Authority's 2005 Bonds, the County will achieve debt service savings the net present value of which is \$216,795.56, using a 2.450316% discount factor, computed over the term of the Series 2016 Bond.

2.05 Recitals. All acts, conditions and things required by the Constitution and laws of the State, including the Act, in order to make the Series 2016 Bond a valid and binding special, limited obligation of the County in accordance with its terms and in accordance with the terms of this Resolution have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required. The County has full power and authority to issue the Series 2016 Bond.

Section 3. Representations of the County. The County makes the following representations in connection with the issuance of the Series 2016 Bond:

(a) The County is a political subdivision of the State of Montana and has power to enter into and perform and observe its obligations under this Resolution and the Series 2016 Bond.

(b) The adoption of this Resolution, the issuance and sale of the Series 2016 Bond, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions hereof do not and will not conflict with or result in a breach of the provisions of the Act or of any agreement or instrument to which the County is now a party, and do not and will not constitute a default under any of the foregoing, or result in the creation or imposition of any liens, charges or encumbrances of any nature upon any of the property or assets of the County contrary to the terms of any instrument or agreement.

(c) The County is duly authorized and licensed to operate the Facilities under the laws, rulings, regulations and ordinances of the State and the departments, agencies and political subdivisions thereof; and Facilities are in compliance with all applicable federal, State and local zoning, subdivision, environmental, pollution control and building laws, regulations, codes and ordinances.

(d) The County constitutes an “institution” and the Facilities constitute an “eligible facility” within the meaning of the Authority Act. The County intends to operate the Facilities as an “eligible facility” within the meaning of the Authority Act and has complete and lawful authority to do so.

(e) The issuance of the Authority’s 2016 Bonds and the loan of a portion of the proceeds thereof to the County pursuant to the Indenture will assist and encourage the County to fulfill its obligation to provide health care facilities and services to the residents of the County at reasonable costs. The Facilities are and will be operated on a financially feasible basis and the County will have sufficient revenues from such operations and other sources to assure the full and timely payment of the Series 2016 Bond hereunder. The County has sufficient experience and expertise to operate the Facilities on a financially feasible basis.

(f) The Project, to the extent required by Montana Code Annotated, Title 50, Chapter 5, Part 3, as amended, and other applicable laws, rulings and regulations, was reviewed and approved by the appropriate regional and State health planning boards and other governmental authorities.

(g) The refinancing of the Project does not significantly affect the quality of the human environment within the meaning of Montana Code Annotated, Section 75-1-201(1)(b)(iii), as amended.

(h) There is no litigation or other legal or governmental transaction, proceeding, inquiry or investigation pending or threatened by a governmental authority or to which the County is a party or to which any property of the County is subject, which

has not been disclosed in writing to the Authority. The County is not in violation of any provision, requirement or covenant of any contract or agreement with the State or any agency thereof or in violation of any State or federal law, regulation or ruling affecting or governing its operation.

(i) To the best knowledge of the County, after due inquiry, (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste materials or substances, as defined in or governed by the provisions of any federal, State or local law, statute, code, ordinance, regulation, requirement or rule relating thereto (collectively, “Environmental Regulations”), and also including urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material substance, pollutant or contaminant which would subject the owner of the Land to any damages, penalties or liabilities under any applicable Environmental Regulation (collectively, “Hazardous Substances”) are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Land in violation of any Environmental Regulation; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Land into the environment; (iii) the Land has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station except as otherwise disclosed in writing to the Authority; (iv) no underground storage tank is now located in the Land or has previously been located therein but has been removed therefrom except as otherwise disclosed in writing to the Authority; (v) no violation of any Environmental Regulation now exists relating to the Land, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Land by any governmental entity or agency which in any way relates to Hazardous Substances; (vi) no Person has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vii) there are not now any transactions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Land; (viii) the Land is not listed in the United States Environmental Protection Agency’s National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, State or local governmental agency; and (ix) the Land is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

#### Section 4. The Bonds.

4.01 General Title. The general title of the Bonds of all series shall be “Health Care and Boarding Home Revenue Bonds,” with appropriate additions for refunding and Tax-Supported Bonds and to distinguish Bonds of each series from Bonds of other series.

4.02 General Limitations; Issuable in Series. Bonds may be issued in series as from time to time authorized by the County. The aggregate principal amount of Bonds that may be authenticated and delivered and Outstanding under this Resolution is not limited, except as provided in Section 6 and except as may be limited by law.

The Bonds shall be special, limited obligations of the County. Except as otherwise provided herein, principal of, premium, if any, and interest on Bonds shall be payable solely from Gross Revenues and Net Rentals. Only Tax-Supported Bonds shall be secured and payable from the Bond Guaranty Account. Neither the Bonds nor any of the agreements or obligations of the County contained herein shall be construed to constitute an indebtedness of the State or the County within the meaning of any constitutional or statutory provisions whatsoever.

If any Stated Maturity or Redemption Date shall be on a day which is not a Business Day, then payment of principal of, premium, if any, or interest due on such day may be made on the next succeeding Business Day, with the same force and effect as if made on such Stated Maturity or Redemption Date (whether or not such next succeeding Business Day occurs in a succeeding month), and no interest shall accrue for the intervening period.

4.03 Terms of a Particular Series. Each series of Bonds (except the Series 2016 Bond, as to which specific provision is made in Section 5) shall be created by a Supplemental Resolution and pursuant to Section 6. The County may, at the time of the creation of any series of Bonds or at any time thereafter make, and the Bonds of that series may also contain, provision for a sinking, amortization, improvement or other analogous fund. All Bonds of the same series or sub-series shall be substantially identical except as to denomination and the differences specified herein or in a Supplemental Resolution between interest rates, Stated Maturities and redemption provisions.

4.04 Form and Denominations. The form of Bonds (except the Series 2016 Bond, as to which specific provision is made in Section 5) shall be established by the Supplemental Resolution creating such series.

Bonds of any series shall be issuable as fully registered Bonds, in such denominations as shall be provided in the Supplemental Resolution creating such series (except the Series 2016 Bond, as to which specific provision is made in Section 5).

4.05 Execution and Delivery. Each Bond shall be executed on behalf of the County by the officials of the County specified in a Supplemental Resolution (except the Series 2016 Bond, as to which specific provision is made in Section 5). The signature of any official may be by facsimile, if permitted by applicable law. Bonds bearing the manual or facsimile signatures of individuals who were at any time the proper officials of the County shall bind the County, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the delivery of such Bonds or did not hold such offices at the date of such Bonds. At any time and from time to time, the County may deliver Bonds executed by the proper officers of the County to the Registrar for authentication, and the Registrar shall authenticate and deliver such Bonds as specified in a Supplemental Resolution (other than the Series 2016 Bond, as to which specific provision is made in Section 5).

Section 5. The Series 2016 Bond

5.01 Maturities, Interest Rates, Denominations and Payment. The Series 2016 Bond to be issued hereunder shall be denominated “Health Care and Boarding Home Revenue Refunding Bond, Series 2016” and shall be issued in the principal amount of \$2,100,000. The Series 2016 Bond evidences the 2016 Loan from the Authority to the County in the principal amount of \$2,100,000. The Series 2016 Bond shall mature, subject to redemption as hereinafter provided, on January 1, 2028. The Series 2016 Bond shall bear interest on the Outstanding principal amount from the date of original issue, or from such later date to which interest has been paid or duly provided for, until paid or discharged at the rate (computed on the basis of a 360-day year consisting of 12 30-day months) of 2.45% per annum. The principal of and interest on the Series 2016 Bond shall be payable in the amounts and on the respective dates reflected in the Debt Service Schedule attached as Schedule 1 to the Series 2016 Bond. Payments of principal and interest on the Series 2016 Bond shall constitute Loan Payments (as defined in the Master Indenture).

Principal of and interest on the Series 2016 Bond shall be payable by check or draft of the Registrar mailed to the registered holder as such appears in the Bond Register as of the close of business on the 15th day (whether or not a Business Day) of the month immediately preceding each payment date; *provided* that the final installment of principal on the Series 2016 Bond (whether at Stated Maturity or earlier redemption) shall be drawn on the Registrar only upon presentation and surrender of the such Series 2016 Bond at the principal office of the Registrar. The Registrar shall note in the Bond Register each principal payment on the Series 2016 Bond.

The Series 2016 Bond shall be issuable only in fully registered form and the ownership of the Series 2016 Bond shall be transferred only upon the Bond Register. The Series 2016 Bond shall be dated its date of issuance. Upon original issuance and delivery or upon transfer or exchange of any Series 2016 Bond, the Registrar shall date the Series 2016 Bond so delivered as of the date of its authentication.

If a payment of principal of or interest on the Series 2016 Bond is delinquent, the delinquent amount shall bear interest from its due date until the date of payment at an annual interest rate equal to the Board of Investments Loan Rate, calculated as of the due date of such payment on the Series 2016 Bond.

The Series 2016 Bond is payable solely from the Gross Revenues and Net Rentals. The Series 2016 Bond is not a general obligation of the County and the County’s general credit and unlimited taxing powers are not pledged to the payment of the Series 2016 Bond or the premium, if any, or interest thereon. The Series 2016 Bond does not constitute an indebtedness of the County within the meaning of any constitutional or statutory provisions. The Series 2016 Bonds are not Tax-Supported Bonds and are not secured by the Bond Guaranty Account.

5.02 Redemption. There is hereby reserved to the County the right, and the County is hereby authorized and permitted, at any time and as often as it may choose, to prepay all or any part of the Series 2016 Bond and the Authority agrees that the Trustee may accept such prepayments of the Series 2016 Bond when tendered by the County; *provided* that, unless such prepayment will result in the defeasance of a corresponding principal amount of Authority’s

2016 Bonds in accordance with the provisions of Article VII of the Master Indenture, any such prepayment of the Series 2016 Bond (i) may be made only at the time or times (and upon the occurrence of the event or events, if any) corresponding to the redemption of the Authority's 2016 Bonds, (ii) any such prepayment shall be accompanied by accrued interest on the Series 2016 Bond (or that portion of the Series 2016 Bond) being prepaid and by a premium, if any, corresponding to the premium to be paid on the redemption of Authority's 2016 Bonds from such prepayment, and (iii) any partial prepayment of the Series 2016 Bond shall be deemed to be with respect to those principal installments of the Series 2016 Bond corresponding to the Stated Maturities of the Authority's 2016 Bonds to be redeemed with such prepayment. In case the County intends to effect any prepayment of the Series 2016 Bond, the County shall, at least sixty days prior to the anticipated date of such prepayment, notify the Trustee of its intent to effect such prepayment and of the amount to be prepaid. All amounts prepaid shall be applied to the redemption of the Authority's 2016 Bonds in the manner and to the extent provided in Article V of the Master Indenture.

5.03 Registration. The County hereby appoints the County Treasurer to act as Registrar for the Series 2016 Bond. The County reserves the right to appoint a bank, trust company or fiscal company as successor Registrar, as authorized by the Model Public Obligations Registration Act of Montana (the "Registration Act"), and the County agrees to pay the reasonable and customary charges of any such successor Registrar for the services performed. This Section 5.03 shall establish a system of registration for the Series 2016 Bond as defined in the Registration Act. The effect of registration and the rights and duties of the County and the Registrar with respect thereto shall be as follows:

(i) Bond Register. The Registrar shall keep at its principal office a Bond Register in which the Registrar shall provide for the registration of ownership of Series 2016 Bond and the registration of transfers and exchanges thereof.

(ii) Transfer. Upon surrender for transfer any Series 2016 Bond duly endorsed by the owner, or accompanied by a written instrument of transfer in form satisfactory to the Registrar, duly executed by the owner or by an attorney duly authorized by the owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 2016 Bonds of the same series and a like aggregate principal amount, number, interest rate and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of transfer of any Series 2016 Bond or portion thereof selected or called for redemption.

(iii) Exchange. Whenever any Series 2016 Bond is surrendered by the owner for exchange, the Registrar shall authenticate and deliver one or more new Series 2016 Bonds of the same series and a like aggregate principal amount, number, interest rate and maturity, as requested by the transferor.

(iv) Cancellation. Any Series 2016 Bond surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the County.

(v) Improper or Unauthorized Transfer. When any Series 2016 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 Series 2016 Bond or separate instrument of 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.

(vi) Persons Deemed Owners. The County and the Registrar may treat the Person in whose name any Series 2016 Bond is at any time registered in the Bond Register as the absolute owner of such Series 2016 Bond, whether such Series 2016 Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, and interest on such Series 2016 Bond and for all other purposes, and all such payments so made to any such owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the County upon such Series 2016 Bond to the extent of the sum or sums so paid.

(vii) Taxes, Fees and Charges. For every transfer or exchange of a Series 2016 Bond (except for an exchange upon partial redemption of a Series 2016 Bond), the Registrar may impose a charge upon the owner sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(viii) Mutilated, Lost, Stolen or Destroyed Series 2016 Bond. In case any Series 2016 Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Series 2016 Bond of the same series and like aggregate principal amount, number, interest rate and maturity in exchange and substitution for and upon cancellation of any such mutilated Series 2016 Bond or in lieu of and in substitution for any such Series 2016 Bond lost, stolen or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of any Series 2016 Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Series 2016 Bond was lost, stolen or destroyed, 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. Any Series 2016 Bond so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the County. If the mutilated, lost, stolen or destroyed Series 2016 Bond has already matured or such Series 2016 Bond has been called for redemption in accordance with its terms, it shall not be necessary to issue a new Series 2016 Bond prior to payment.

5.04 Execution and Delivery of Series 2016 Bond. The Series 2016 Bond shall be forthwith prepared for execution under the direction of the County Clerk and Recorder and shall be executed on behalf of the County by the signatures of the Chairman of the Board, the County Treasurer and the County Clerk and Recorder, *provided* that said signatures may be facsimiles thereof. The seal of the County need not be imprinted on or affixed to any Series 2016 Bond. In case any officer whose signature or a facsimile of whose signature shall appear on any Series 2016 Bond shall cease to be such officer before the delivery thereof, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Series 2016 Bond shall be

valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Series 2016 Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on each Series 2016 Bond need not be signed by the same representative. The executed certificate of authentication on each Series 2016 Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Series 2016 Bond has been fully executed and authenticated, it shall be delivered by the Registrar to the Authority concurrently with the issuance of the Authority's 2016 Bonds and the Authority shall not be obligated to see to the application of the proceeds of the 2016 Loan.

5.05 Form of Series 2016 Bond. The Series 2016 Bond shall be prepared in substantially the form appearing in Exhibit A hereto, with such variations therefrom as may be required or permitted by this Resolution.

## Section 6. Additional Bonds and Subordinate Obligations

6.01 Additional Bonds. Additional Bonds may be issued for the purpose of financing the construction, improvement or equipment of the Facilities, funding interest during construction and for six months thereafter, for the purpose of establishing a bond reserve, or for the purpose of redeeming before maturity and refunding Outstanding Bonds issued hereunder; *provided* that such Additional Bonds shall be on a parity with the Series 2016 Bond as to Gross Revenues and Net Rentals and will not be secured by amounts deposited in the Bond Guaranty Account unless permitted by the Act and provided in a Supplemental Resolution; *provided further* that before any such Additional Bonds are issued there shall be filed with the County Treasurer:

(i) if such Additional Bonds will be secured by amounts deposited in the Bond Guaranty Account, a certificate of the County that the total amount of principal and interest to become due in any year on all Outstanding Bonds and the Additional Bonds proposed to be issued does not exceed the estimated Gross Revenues and Net Rentals to be received, and collections of Deficiency Tax Levies, in such year.

(ii) if such Additional Bonds will not be secured by amounts deposited in the Bond Guaranty Account:

(a) evidence that the Net Revenues of the Facilities (or in the case of a Lease pursuant to which the Tenant has agreed to pay Net Rentals in amounts sufficient to provide for the full and prompt payment of the principal of, interest on and premiums with respect to all Outstanding Bonds and the Additional Bonds proposed to be issued, the net income of the Tenant) during at least two of the three preceding Fiscal Years was equal to at least 125% of the maximum annual principal and interest to become due during the remaining term of the Outstanding Bonds and the Additional Bonds proposed to be issued (and in the case of a Lease pursuant to which the Tenant has agreed to pay Net Rentals in amounts sufficient to provide for the full and prompt payment of the principal of, interest on and premiums with respect to all Outstanding Bonds and the Additional Bonds proposed to be issued, the outstanding Long-Term Indebtedness of the Tenant); or

(b) (A) evidence that the Net Revenues of the Facilities (or in the case of a Lease pursuant to which the Tenant has agreed to pay Net Rentals in amounts sufficient to provide for the full and prompt payment of the principal of, interest on and premiums with respect to all Outstanding Bonds and such Additional Bonds, the net income of the Tenant) during at least two of the three preceding Fiscal Years was equal to at least 135% of the maximum annual principal and interest to become due on the Outstanding Bonds (and in the case of a Lease pursuant to which the Tenant has agreed to pay Net Rentals in amounts sufficient to provide for the full and prompt payment of the principal of, interest on and premiums with respect to all Outstanding Bonds and the Additional Bonds proposed to be issued, the outstanding Long-Term Indebtedness of the Tenant), but not including the Additional Bonds proposed to be issued, and (B) a certificate of the County (or in the case of a Lease pursuant to which the Tenant has agreed to pay Net Rentals in amounts sufficient to provide for the full and prompt payment of the principal of, interest on and premiums with respect to all Outstanding Bonds and such Additional Bonds, a certificate of the chief financial officer of the Tenant), stating the opinion, based upon necessary investigation, that the estimated Net Revenues of the Facilities (or in the case of a Lease pursuant to which the Tenant has agreed to pay Net Rentals in amounts sufficient to provide for the full and prompt payment of the principal of, interest on and premiums with respect to all Outstanding Bonds and such Additional Bonds, the estimated net income of the Tenant) during each of the three full Fiscal Years next following the date of issue of the Additional Bonds proposed to be issued, or if capital facilities are being financed with the proceeds of the Additional Bonds proposed to be issued, each of the three full Fiscal Years next following the estimated completion date of any capital facilities financed thereby is estimated to equal at least 135% of the maximum annual principal and interest to become due during the remaining term of the Outstanding Bonds and the Additional Bonds proposed to be issued (and, in the case of a Lease pursuant to which the Tenant has agreed to pay Net Rentals in amounts sufficient to provide for the full and prompt payment of the principal of, interest on and premiums with respect to all Outstanding Bonds and the Additional Bonds proposed to be issued, any outstanding Long-Term Indebtedness of the Tenant); and

(iii) a certificate signed by an Independent Accountant, stating that all amounts required to be credited to the respective accounts in the Health Care Fund were so credited during the preceding Fiscal Year, and that there are no deficiencies in the amounts required to be on deposit in said accounts on the date of the certificate; and

(iv) an opinion of Bond Counsel stating in effect:

(a) that all conditions precedent provided for in this Resolution relating to the issuance and delivery of such Additional Bonds have been complied with, including any conditions precedent specified in this Section 6.01;

(b) that the proposed series of Additional Bonds when issued and delivered by the County will be valid and binding special obligations of the

County in accordance with their terms and this Resolution and entitled to the benefits of and secured by this Resolution; and

(c) that the issuance of such Additional Bonds will not adversely affect the exemption from federal income taxation of the interest on any Bonds then Outstanding.

6.02 Refunding Bonds. Additional Bonds may be issued hereunder for the purpose of refunding any Outstanding Bonds issued hereunder; *provided* that before any such Additional Bonds are issued there shall be filed with the County Treasurer:

(i) either a report of an Independent Accountant to the effect that (x) the proceeds of the Additional Bonds plus any money available and to be withdrawn from the Bond Account for such purpose, will not be less than an amount sufficient to pay the principal of and premium, if any, on the Outstanding Bonds to be refunded and the interest which will become due and payable on and before the Redemption Dates or Stated Maturities of the Bonds to be refunded, or (y) from such proceeds there shall be deposited in an escrow account in trust, Government Obligations which do not permit the redemption thereof at the option of the issuer, the principal of and the interest on which when due and payable (or redeemable at the option of the holder thereof) will provide, together with any other money which shall have been deposited irrevocably in the escrow account for such purpose, but without reinvestment, sufficient money to pay such principal, premium and interest; and

(ii) if (x) the principal of and interest on the Additional Bonds payable in any Fiscal Year exceed by more than 5% the principal of and interest on the Outstanding Bonds to be refunded in such Fiscal Year or (y) if not all Outstanding Bonds of a series are to be refunded and if the first Stated Maturity of the series of Additional Bonds proposed to be issued is earlier than the final Stated Maturity of any Outstanding Bonds of such series not refunded, the documents required under Section 6.01(i) or Section 6.01(ii) of this Resolution, as applicable; and

(iii) the opinion of Bond Counsel described in Section 6.01(iv).

6.03 Subordinate Obligations. Except as provided in Sections 6.01 and 6.02, no Additional Bonds or other obligations will be issued under or secured by the provisions of this Resolution, and no bonds or other obligations will be made payable from the Gross Revenues and Net Rentals of the Facilities unless the pledge and appropriation of the Gross Revenues and Net Rentals to such bonds or other obligations is made subordinate to the pledge and appropriation of such Gross Revenues and Net Rentals for the payment and security of the Series 2016 Bond and all Additional Bonds issued and to be issued under and secured by this Resolution in accordance with Sections 6.01 and 6.02 and the requirements of the Operating Account. In the event of the issuance of any such obligations, the principal, premium, if any, and interest thereon will be made payable from one or more additional accounts created in the Health Care Fund for that purpose, and the balance of funds at any time on hand on any such account shall be available and shall be transferred whenever needed to meet the current requirements of the Bond Account and Operating Account.

Section 7. Pledge; Funds and Accounts.

7.01 Pledge; Maintenance of Health Care Fund. The Health Care Fund is hereby established by the County and shall be maintained and continued, so long as any Bonds are Outstanding, as a separate and special fund on the official books and records of the County and shall be subdivided into the Construction Account, the Bond Account, the Operating Account, the Property Insurance and Award Account, the Surplus Account and the Bond Guaranty Account.

To the Health Care Fund there are hereby irrevocably pledged and appropriated the proceeds of all Bonds (other than refunding Bonds, including the Series 2016 Bond), all Gross Revenues and all Net Rentals and all other funds or money appropriated by the County for purposes of the Facilities.

The payment of the principal of, premium, if any, and interest on Outstanding Bonds, including the Series 2016 Bond, shall be secured, equally and ratably, by a lien and charge on the Gross Revenues and Net Rentals. Such lien shall be equal to the lien and charge thereon of any Additional Bonds hereafter issued by the County on a parity with the Series 2016 Bond and superior to all other liens and charges including the requirements of the Operating Account.

The payment of the principal and interest on Tax-Supported Bonds, if any, shall also be payable, equally and ratably, from the Bond Guaranty Account.

7.02 Construction Account. The Construction Account is hereby established as a separate account within the Health Care Fund. The Construction Account shall be used only to pay as incurred and allowed items of expense which under generally accepted accounting principles are capital costs of the improvements to the Facilities as may be authorized in accordance with law; including but not limited to payments due for work and materials certified to have been performed and delivered under construction contracts, architectural, engineering, inspection, supervision, fiscal and legal expenses, the cost of lands and easements, interest accruing on Bonds if and to the extent that the Bond Account is not sufficient for payment of such interest, reimbursement of any advances made from other funds, and all other expenses incurred in connection with the construction and financing of any such undertaking. To the Construction Account shall be credited as received proceeds of Bonds issued to finance capital improvements to the Facilities and all funds appropriated by the County for capital improvements to the Facilities, including all moneys received from a Tenant for payments of capital costs of the Facilities. Upon completion of capital improvements for which Bond proceeds have been credited to the Construction Account, the balance of such Bond proceeds remaining in the Construction Account may be used to pay the cost of other capital improvements to the Facilities to the extent permitted by the Act or transferred to the Bond Account for the payment of debt service on the respective Bonds.

7.03 Bond Account. The Bond Account is hereby established as a separate account within the Health Care Fund. The Bond Account shall be used only to pay principal and interest when due on the Bonds; except that when and if the funds therein allocable to a series of Bonds, with any other Gross Revenues, Net Rentals or other funds legally available and appropriated for the purpose, are sufficient to pay and redeem or otherwise discharge the liability of the County

on all Bonds of such series in accordance with the provisions of this Resolution, such funds may be used for that purpose. To the Bond Account there shall be credited:

(i) if so provided in the Supplemental Resolution authorizing their issuance and sale, that portion of the proceeds set aside for the payment of interest on the Additional Bonds during construction and thereafter;

(ii) the Net Rentals received, if any, and each month, from and as a first charge on all Gross Revenues then on hand in the Health Care Fund, an amount equal to the sum of (i) one-sixth of the interest to become due on all Outstanding Bonds within the next succeeding six months and (ii) one-twelfth of the principal to become due on all Outstanding Bonds in the next succeeding twelve months;

(iii) from the Surplus Account or, to the extent the balance in the Bond Account is still insufficient, then from the Construction Account, the Property Insurance and Award Account and from the Operating Account, in that order of priority, such additional amounts as may be needed with the Gross Revenues and Net Rentals then on hand, to credit the full amount then required under clause (ii) above; and

(iv) transfers required to be made from the Bond Guaranty Account pursuant to Section 7.07.

7.04 Operating Account. The Operating Account is hereby established as a separate account within the Health Care Fund. Except as provided in Section 7.03, if transfers are to be made to the Bond Account therefrom, the Operating Account shall be used only to pay as incurred and allowed items of expense which under generally accepted accounting principles are current, reasonable and necessary costs of the operation, maintenance and repair of the Facilities, including but not limited to premiums for insurance on Facilities and against liability for Facilities operation, and labor, material and supplies used for current operation, maintenance and repair. These items, paid and accrued in accordance with generally accepted accounting principles, are referred to herein as Operating Expenses. Operating Expenses do not include any allowance or payment for depreciation, renewal or replacement or any interest or amortization expense. To the Operating Account shall be credited each month, from and as a second charge on all Gross Revenues then on hand in the Health Care Fund, after required deposits to the Bond Account, the amount required to produce a cash balance therein equal to the Operating Expenses payable and accrued to the end of the month, plus an additional operating reserve determined by the Board to be necessary.

7.05 Property Insurance and Award Account. The Property Insurance and Award Account is hereby established as a separate account within the Health Care Fund.

(i) All Net Proceeds of a condemnation award or direct damage insurance claim received with respect to the Facilities (or, if the Facilities are leased to a Tenant, all Net Proceeds in excess of \$100,000) are to be deposited in the Property Insurance and Award Account. Money in this account shall be used only for the purpose and upon the conditions stated in this Section 7.05.

(ii) In the event that the Facilities or a portion thereof are damaged or destroyed, or taken by eminent domain, to such extent that they cannot reasonably be restored and the County determines not to restore the Facilities, such amounts shall be transferred to the Bond Account and applied to the payment of Outstanding Bonds.

(iii) If the Facilities can reasonably be restored and the County chooses to restore the Facilities, the County (or, at its request, a Tenant) shall proceed promptly to reconstruct the Facilities by taking the following steps:

(a) Plans and specifications shall be prepared and approved by the County; and

(b) Construction contracts and contracts for the purchase of equipment, if any, shall be entered into in the manner required or permitted by law, and any construction contracts shall be accompanied, unless waived by the County, by payment and performance bonds securing the proper performance of such contract(s).

(iv) After compliance with paragraph (iii) above, the County shall pay costs of repair and restoration to the Tenant or other persons entitled thereof, as established by certificates and other documentation in form approved by the County; *provided* that, if a Lease then exists, not more than 95% of the total cost of repair and restoration as so certified shall be paid until receipt by the County of an opinion of Counsel stating that all filings and other steps necessary to perfect the security interests created by the Lease in all property, real, personal or mixed, which constitutes part of the Facilities as a result of such repair and restoration, against third party creditors of or purchasers for value from the Tenant and County, have been completed. In the event that the repair and restoration of the Facilities would require the acquisition of land or rights or interests in land additional to or in substitution for any part or all of the Land, the cost thereof may be added to the cost of repair and restoration to be paid under the provisions of this Section 7.05 if such acquisition is authorized by the County, a title opinion of Counsel is delivered to the County in relation to such additional or substituted land and rights or interests therein.

7.06 Surplus Account. The Surplus Account is hereby established as a separate account within the Health Care Fund. The Surplus Account shall be used when and if other Gross Revenues and Net Rentals are not available and sufficient for credits required to the other accounts enumerated above, and there shall be credited thereto all Gross Revenues and Net Rentals from time to time on hand in excess of the current requirements of the other accounts enumerated above, and when not needed for such requirements may be used for any of the following purposes and not otherwise:

(i) to redeem Bonds issued hereunder when they become prepayable according to their terms;

(ii) to purchase Bonds on the open market, whether or not such Bonds or others are then prepayable according to their terms;

(iii) to pay the cost of repairs or replacements of and improvements or additions to and equipment of the Facilities; or

(iv) for any other purpose agreed to by the County and the Tenant.

No Gross Revenues or Net Rentals shall at any time be transferred from the Surplus Account or any other account of the Health Care Fund to any other fund of the County.

7.07 Bond Guaranty Account. All collections of taxes levied by the County in payment or anticipation of deficiencies as described in Section 9.07 shall be credited to the Bond Guaranty Account as received. The Bond Guaranty Account shall be used only to pay the principal of and interest on Tax-Supported Bonds to the extent that the funds on hand in the Bond Account are insufficient on any interest payment date for such purpose. The County reserves the right to use the funds in the Bond Guaranty Account for the payment of deficiencies or anticipated deficiencies in the revenues pledged to the payment of other revenue bonds issued by the County; *provided* that, with respect to such revenue bonds, the County is duly authorized and has covenanted and agreed to levy a tax on all property within the County without limitation as to rate or amount for the payment of such deficiencies or anticipated deficiencies.

7.08 Deposit and Investment of Funds. The County Treasurer shall cause all money appropriated to the Health Care Fund to be deposited as received with one or more depository banks in a deposit account or accounts which shall be maintained separate and apart from all other bank accounts of the County, so long as any of the Bonds issued hereunder and the interest thereon shall remain unpaid or undischarged; and the balance in such accounts; except that such portion thereof as shall be guaranteed by federal deposit insurance, shall at all times be secured to its full amount by bonds or securities. Any of such money not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No money shall at any time be withdrawn from such deposit accounts except for the purposes of the Health Care Fund; except that money from time to time on hand in the Health Care Fund may at any time, in the discretion of the Board be invested in securities which are direct, general obligations of the United States of America maturing and bearing interest at the times and in the amounts estimated to be required to provide cash when needed for the purposes of the respective accounts or such other obligations as may be authorized by law. Income received from the deposit or investment of money in said accounts shall be credited to the account from whose money the deposit was made or the investment was purchased, and handled and accounted for in the same manner as other money in that account. No investment shall ever be made which would cause any series of Bonds to be classified as "arbitrage bonds" as defined in Section 148 of the Code.

## Section 8. Deposit and Application of Funds

8.01 Deposit of Proceeds of Authority's 2016 Bonds. The Trustee is to apply the proceeds of the Authority's 2016 Bonds as follows under the Indenture:

(i) Credit to the Borrower Account of the Bond Fund the sum of \$1,543.87;

(ii) Deposit in the Borrower Account of the Reserve Fund the sum of \$210,000.00;

(iii) Deposit to the Borrower Account of the Cost of Issuance Fund the sum of \$75,037.50; and

(iv) Pay to the Escrow Agent under the Escrow Agreement the sum of \$1,813,418.63, to be applied as provided in the Escrow Agreement.

Upon such deposit, the Authority shall be deemed to have purchased the Series 2016 Bond, at a price equal to the principal amount thereof plus accrued interest to the date of delivery.

8.02 Deposit of Other Funds. On the date of issuance of the Series 2016 Bond, the Authority shall deposit with the Trustee, from funds on hand in the debt service reserve fund related to the Authority's 2005 Bonds and in immediately available money, for payment to the Escrow Agent under the Escrow Agreement, the sum of \$293,462.83.

#### Section 9. County Covenants and Lease of Facilities.

9.01 General. The County covenants and agrees with the purchasers and the holders from time to time of all Bonds issued hereunder that until all such Bonds are fully paid or the County's liability with reference thereto is fully discharged as provided herein, it will acquire, hold, maintain and operate the Facilities as a public hospital and nursing home and revenue-producing convenience, free from all liens thereon or on the income therefrom other than the liens herein granted or provided for, and will maintain, expend and account for its Health Care Fund and the several accounts therein, and will issue no additional bonds or other obligations constituting in any manner a lien or charge on the Gross Revenues or Net Rentals except upon the conditions and in the manner prescribed in Section 6, and will perform and cause all other officers and employees of the County to perform and enforce each and all of the additional covenants and agreements set forth in this Section 9.

9.02 Property Insurance. The County will cause all buildings, properties, fixtures and equipment constituting a part of the Facilities to be kept insured with a reputable insurance carrier or carriers, qualified under the laws of Montana, in such amounts as are ordinarily carried, and against loss or damage by fire, explosion, hurricane, earthquake, cyclone and such other hazards and risks as are ordinarily insured against, by corporations owning and operating properties of a similar character and size; *provided* that if at any time the County is unable to obtain such insurance, it will obtain insurance in such amounts and against risks as are reasonably obtainable. The proceeds of all such insurance shall be available for the repair, replacement and reconstruction of damaged or destroyed property, and until paid out in making good such loss or damage, are pledged as security for the Outstanding Bonds issued hereunder. All insurance proceeds received in excess of the amount required for restoration of the loss or damage compensated thereby shall be and become part of the revenues appropriated to the Health Care Fund. If for any reason insurance proceeds are insufficient for the repair, replacement and reconstruction of the insured property, the County may supply it from any other County funds, but is not obligated to the bondholders so to do unless the deficiency results from breach of the covenant of this Section 9.02.

9.03 Liability Insurance and Surety Bonds. The County will carry insurance against liability of the County and its employees for damage to persons and property resulting from the

operating of the Facilities in such amounts as the County determines from time to time to be necessary or advisable by reason of the character and extent of such operation. It will also cause all persons handling money and other assets of the Health Care Fund to be adequately bonded for the faithful performance of their duties and to account for and pay over such money to the County. All amounts received under such insurance and bonds shall be applied to the payment of the loss or damage covered thereby. The premiums for all insurance and bonds required by this section and Section 9.02 constitute part of the Operating Expenses of the Facilities, but no insurable liabilities of the County in excess of amounts received under such insurance and bonds shall constitute a lien or charge on Gross Revenues, Net Rentals or any other funds or asset herein or otherwise pledged to the Bond Account.

9.04 Books and Records. The County will cause proper and adequate books of record and account to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the Facilities and the Health Care Fund, in such reasonable detail as may be determined by the County in accordance with generally accepted accounting practices and principles as are applicable to the County. It will cause such books to be audited annually within 180 days after the close of each Fiscal Year by an Independent Accountant, who shall be an accountant or firm of such accountants duly licensed, registered and entitled to practice and practicing as such under the laws of the State, who is in fact independent and not under the domination of the County or any Tenant, does not have any substantial interest, direct or indirect, with the County or the Tenant, and is not connected with the County or Tenant as an officer or employee but may be regularly retained to make annual or other periodic reports to the County and Tenant. The County shall provide a copy of such audited financial statements to the Lender within 270 days of the end of each Fiscal Year.

9.05 Rates. The County will impose, maintain, revise and collect rates, charges, rentals, and fees for the availability and use of and services furnished by the Facilities which, with other available funds, will produce Gross Revenues which, together with Net Rentals and other funds of the County appropriated therefor in accordance with the Act, are sufficient to pay the principal of and interest on the Bonds, to pay all Operating Expenses as due and to provide for an adequate depreciation reserve. Nothing in this Section 9.05 shall prevent the County, if authorized by law, from entering into a Lease with a Tenant whereby the Facilities shall be leased to or operated by the Tenant; *provided* that any such Lease will not prevent the County from satisfying the requirements of this Section 9.05.

The County agrees that it will, within 180 days after the end of each Fiscal Year, cause an Independent Accountant to calculate the Debt Service Coverage Ratio and the Yearly Coverage (defined below) for such Fiscal Year and to deliver a copy of such calculation to the Trustee, the Authority and the Board of Investments.

The County agrees to conduct (or in the case of a Lease pursuant to which the Tenant has agreed to pay Net Rentals in amounts sufficient to provide for the full and prompt payment of the principal of, interest on and premiums with respect to all Outstanding Bonds and the Additional Bonds proposed to be issued, to cause the Tenant to conduct) its business in such manner as to produce in each Fiscal Year Income Available for Debt Service at least equal to 135% of the Debt Service Requirement for such Fiscal Year (referred to in this Section 9.05 as “Yearly Coverage”).

If in any Fiscal Year covered by the Independent Accountant's report referred to above the Yearly Coverage is less than 110% or if in any two consecutive Fiscal Years covered by the Independent Accountant's reports the Yearly Coverage is less than 135%, the County (or in the case of a Lease pursuant to which the Tenant has agreed to pay Net Rentals in amounts sufficient to provide for the full and prompt payment of the principal of, interest on and premiums with respect to all Outstanding Bonds and the Additional Bonds proposed to be issued, the Tenant), at its expense, shall promptly retain an Independent Management Consultant to make recommendations with respect to such rates, fees and charges and the methods of operation and other factors affecting the financial condition of the Facilities in order to increase such Yearly Coverage to the highest practicable level and to at least 135% or, if authoritative interpretations of applicable laws or regulations enacted or promulgated after the date of issuance of the Series 2016 Bond have prevented the County or the Tenant, as the case may be, from generating Yearly Coverage of 135%, the opinion of the Management Consultant to that effect. If the County or the Tenant fails to retain a Management Consultant within 30 days after its receipt of the calculation of Yearly Coverage referred to above as so required, the Trustee shall retain an Independent Management Consultant for the purposes specified herein, and the County agrees to pay, or cause the Tenant to pay, all fees and expenses of any Management Consultant so retained.

A copy of the Management Consultant's opinion and recommendations, if any, shall be filed with the Authority, the County, the Tenant and the Trustee, and shall be in a form acceptable to each. The recommendations of the Management Consultant shall be presented by the Management Consultant in writing to the Board, and the County agrees that it shall accept and follow, or cause the Tenant to accept and follow, the recommendations of the Management Consultant, subject to applicable requirements or restrictions of law. So long as the County or the Tenant (or, if necessary, the Trustee) has retained a Management Consultant, the failure to satisfy the Yearly Coverage requirement of 135% shall not be a default hereunder until and unless the opinion of the Management Consultant is filed and the County or the Tenant fails to follow the recommendations therein. If the County or the Tenant shall follow the recommendations of the Management Consultant and if Income Available for Debt Service is not less than 100% of the Debt Service Requirement in such Fiscal Year, the County shall be deemed to be in compliance with the covenants provided in this Section 9.05 with respect to the Fiscal Year in which the recommendation shall have been presented and accepted and all prior Fiscal Years, notwithstanding that Income Available for Debt Service realized may be less than 135% of the Debt Service Requirement; and if the County or the Tenant shall also employ the Management Consultant on a continuing basis to monitor the effect of the recommendations on Income Available for Debt Service in future Fiscal Years and to supplement the recommendations (if needed, in the opinion of the Management Consultant), and if the County or the Tenant shall continue to accept and follow the recommendations and supplements thereto and if Income Available for Debt Service is not less than 100% of the Debt Service Requirement in such Fiscal Years, the County shall be deemed in compliance with the covenants provided in this Section 9.05 in such future Fiscal Years, notwithstanding that the County's Income Available for Debt Service realized with respect to such future Fiscal Years may be less than 135% of the Debt Service Requirement. This Section 9.05 shall not be construed to prohibit the County from serving indigent patients or from serving any other class or classes of patients without charge or at reduced rates so long as such service does not prevent the County from satisfying the other requirements of this Section 9.05.

The foregoing provisions notwithstanding, if (A) in any Fiscal Year covered by such Independent Accountant's report the Yearly Coverage is less than 135% but not less than 100% and if the written opinion of the Management Consultant contains an opinion of such Management Consultant that authoritative interpretations of applicable laws or regulations enacted or promulgated after the date of this Resolution have prevented the County or the Tenant from generating Yearly Coverage in the required amount and, if requested by the Authority or the Trustee, such opinion is accompanied by a concurring opinion of Independent Counsel (which opinion as to form is acceptable to the Authority and the Trustee) as to any conclusions of law supporting the opinion of such Management Consultant; and (B) the County or the Tenant has generated the maximum amount of Income Available for Debt Service which in the opinion of such Management Consultant could reasonably have been generated given such laws and regulations during the period affected thereby, then the County shall be deemed to be in compliance with the covenants provided by this Section 9.05 with respect to such Fiscal Year. The opinion of the Management Consultant referred to in clauses (A) and (B) of the preceding sentence shall be deemed to apply to the next succeeding Fiscal Year as well if, within 30 days after the end of the Fiscal Year in which the written opinion of the Management Consultant is filed, the County or the Tenant delivers to the Authority and the Trustee an opinion of Independent Counsel (which opinion as to form is acceptable to the Authority and the Trustee) to the effect that the applicable laws and regulations underlying the Management Consultant's opinion delivered in respect of the previous year have not changed in any material respect.

9.06 Limited Tax Levy Covenant. As authorized by Section 7-34-2417 of the Act, the County hereby covenants and agrees to levy a property tax on all taxable property in the County if and to the extent that the other Gross Revenues, Net Rentals and all other funds of the County appropriated therefor in accordance with the Act are insufficient, or are anticipated to be insufficient in the next succeeding Fiscal Year, to pay principal of and interest on Outstanding Bonds.

In furtherance of the covenants contained in this Section 9.06, the County Treasurer shall, in connection with the preparation of the annual budget required to be prepared by the County, determine the amount of the deficiency existing in the Bond Account and any deficiency likely to occur within one year. For purposes of this Section 9.06, the term deficiency in the Bond Account shall mean an amount by which the amount then on hand in the Bond Account is less than the other Gross Revenues, Net Rentals and all other funds of the County appropriated therefor in accordance with the Act then required to be on hand in the Bond Account in accordance with Section 7.03 or in the case of an anticipated deficiency, the amount by which the sum of the other Gross Revenues, Net Rentals and all other funds of the County appropriated therefor in accordance with the Act anticipated to be available and credited to the Bond Account during the Fiscal Year to which the budget applies is less than the amount required to be credited to the Bond Account pursuant to Section 7.03 during such year. The County agrees to levy the Limited Tax Levy in an aggregate amount sufficient to satisfy the then existing deficiency and anticipated deficiency, subject to the limitation in Montana Code Annotated, Section 15-10-420, or any successor statute, without approval of the voters. The collections of the Limited Tax Levy shall be credited to and deposited in the Bond Account as received for application as provided herein or to reimburse any other account in the Health Care Fund to the extent it advanced funds to the Bond Account for the payment of principal of or interest on Outstanding Bonds.

9.07 Deficiency Tax Levy Covenant. As authorized by Section 7-34-2418 of the Act, the County covenants that, with respect any Tax-Supported Bonds:

(i) in the event that at any time all Gross Revenues, Net Rentals and all other funds of the County appropriated therefor in accordance with the Act are insufficient to pay principal or interest then due on the Tax-Supported Bonds, it will levy a general tax upon all of the taxable property in the County for the payment of such deficiency; and

(ii) if at any time a deficiency is likely to occur within one year for the payment of principal and interest due on the Tax-Supported Bonds, it will levy a general tax upon all taxable property in the County for the payment of such deficiency, such levy to be made in sufficient time to insure collection of such taxes in amounts necessary to remedy any such deficiency; and

(iii) such taxes shall not be subject to any limitation of rate or amount applicable to other County taxes but shall be limited to a rate estimated to be sufficient to produce the amount of the deficiency.

In furtherance of the covenants of this Section 9.07, the County Treasurer shall, in connection with the preparation of the annual budget required to be prepared by the County, determine the amount of the deficiency existing in the Bond Account and any deficiency likely to occur within one year. For purposes of this Section 9.07, the term deficiency or anticipated deficiency in the Bond Account shall mean an amount by which the amount then on hand in the Bond Account is less than the Gross Revenues and Net Rentals then required to be on hand in the Bond Account in accordance with Section 7.03 or in the case of an anticipated deficiency, the amount by which the sum of the Gross Revenues and Net Rentals anticipated to be available and credited to the Bond Account during the Fiscal Year to which the budget applies is less than the amount required to be credited to the Bond Account pursuant to Section 7.03 during such year. If a Lease is in effect, a deficiency shall be deemed to exist in the Bond Account if and to the extent that the Tenant fails to make payment of the Net Rentals required to be made pursuant to the Lease. The aggregate amount of the then existing deficiency and anticipated deficiency, less the amount, if any, then on hand in the Bond Guaranty Account, and available for payment of such deficiencies, shall be included in the annual budget and the County shall levy and collect a general ad valorem tax upon all taxable property within the County in an amount sufficient for the payment of such existing and anticipated deficiencies. The Deficiency Tax Levy shall not be subject to any limitation of rate or amount applicable to any County taxes, but shall be limited only to a rate estimated to be sufficient to produce the amount of the deficiency. Collections of the Deficiency Tax Levy are hereby irrevocably pledged and appropriated and shall be credited to and deposited in the Bond Guaranty Account as received.

9.08 Competing Facilities. The County will not establish or authorize the establishment or construction of any other Facilities which are competitive with the services and facilities afforded by the Facilities, except that it reserves the right to acquire and establish additional hospital and related facilities at one or more sites adjacent to or removed from the Land; *provided* that such facilities and the income therefrom are included in and constitute a part

of the Facilities and Gross Revenues and Net Rentals pledged and appropriated to the Health Care Fund.

9.09 Lease of Facilities. In lieu of operating the Facilities itself, the County reserves the right to lease all or a portion of the Facilities to another Person subject to the following terms and conditions:

(i) the Lease shall require the Tenant to operate and maintain the Facilities or portion thereof, to maintain insurance thereon and with respect thereto, and to pay Net Rentals and/or other rentals for the use and occupancy of such portion of the Facilities in amounts sufficient, with other Net Rentals and Gross Revenues of the Facilities, to provide for the full and prompt payment of the principal of, interest on, and premiums with respect to all Outstanding Bonds and the payment of the County's costs and expenses with respect thereto;

(ii) the lease and use of the Facilities or portion thereof by the Tenant shall not cause interest on any series of Bonds to become includable in gross income for purposes of federal income taxation, as confirmed by a written opinion of Bond Counsel filed in the office of the County Clerk and Recorder, which opinion, so long as the Lender is the owner of the Authority's 2016 Bonds, shall be addressed to and reasonably acceptable to the Lender; and

(iii) so long as the Series 2016 Bond is Outstanding and the Lease is of all or substantially all of the Facilities, the written consent of the Board of Investments to the Tenant and the form of the proposed lease is obtained, which consent shall not be unreasonably withheld or delayed.

In the event the Facilities are leased pursuant to this Section 9.09 and the Tenant is not in default thereunder, the County shall be relieved of its obligations under Sections 9.02 and 9.05, to the extent those obligations are assumed by the Tenant.

So long as a Lease authorized by this Section 9.09 is in effect, the County will enforce and cause the Tenant to keep, observe and enforce its covenants, agreements and obligations thereunder insofar as the observance of such covenants, agreements and obligations are material to the security of the bondholders. Nothing herein shall prevent the County from terminating such a Lease but in such event the County shall resume operation and maintenance of the Facilities and shall be subject to all of the terms and conditions of this Resolution with respect thereto.

#### Section 10. Security for the Series 2016 Bond; Additional Covenants

10.01 Security Interest in Borrower's Accounts. The County hereby grants to the Trustee, for the benefit of the holders of the Authority's 2016 Bonds, a security interest in all of the County's rights, title and interests to any and all amounts held in any and all of the Borrower Accounts, on a parity with the pledge granted in favor of the holders of Bonds issued under this Resolution.

10.02 Fee Payments. In addition to payment of principal of and interest on the Series 2016 Bond, the County shall pay, but solely from amounts on deposit in the Surplus Account or the Operating Account, to the Authority and the Trustee when due as Fee Payments the following amounts: the reasonable compensation of the Trustee and all costs and expenses of the Authority and the Trustee incurred in the issuance and payment of the Authority's 2016 Bonds and the making, administration and collection of the Series 2016 Bond, including (i) the fees and other costs incurred by the Authority or the Trustee under the Indenture for the services of paying agents for the Authority's 2016 Bonds, (ii) all costs incurred in connection with the purchase, transfer, registration, exchange or redemption of the Authority's 2016 Bonds, (iii) the fees and other costs incurred for services of such engineers, architects, attorneys, management consultants, accountants and other consultants as are employed by the Authority or the Trustee to make examinations and reports, provide services and render opinions required under this Resolution or the Indenture, (iv) amounts advanced by the Authority or the Trustee under the provisions of the Indenture and which the County is obligated to repay, and (v) the annual planning service fees of the Authority.

10.03 Replenishment of Reserve Fund. If as provided in Section 3.05 of the Master Indenture any money in the Borrower Account of the Reserve Fund is transferred to the Borrower Account in the Bond Fund to make up a deficiency resulting from a delinquency in payment on the Series 2016 Bond, the County shall immediately pay to the Trustee, but solely from amounts on deposit in the Surplus Account or the Operating Account, in that order, for deposit into the Borrower Account in the Reserve Fund an amount equal to the amount so transferred plus interest on such amount at the maximum interest rate borne by the Authority's 2016 Bonds from the date of the transfer to the date of repayment of such amount. Additionally, if upon any valuation of the Borrower Account in the Reserve Fund in accordance with Section 3.05 of the Master Indenture the amount in the Borrower Account in the Reserve Fund is less than the Series Reserve Requirement, the County shall pay to the Trustee, but solely from amounts on deposit in the Surplus Account or the Operating Account, in that order, for credit to its Borrower Account in the Reserve Fund an amount necessary to cause the balance therein to equal the Series Reserve Requirement. Such payments shall be made in not more than 12 monthly payments, commencing not later than the first month following such transfer or valuation. The failure to replenish the Borrower Account in the Reserve Fund pursuant to the preceding sentence shall constitute a default hereunder.

10.04 Repayment of Board of Investments Loan. If as provided in Section 3.05 of the Master Indenture, the Board of Investments makes a Board of Investments Loan under the Board of Investments Agreement, and a portion of such Board of Investments Loan is credited to the Borrower Account in the Reserve Fund, the County shall immediately pay to the Trustee, solely from Gross Revenues or Net Rentals on deposit in the Surplus Account or the Operating Account, in that order, an amount equal to the amount so credited to the Borrower Account of the Reserve Fund plus interest on such amount at the Loan Rate, as defined in the Board of Investments Agreement.

10.05 Indemnity. To the extent permitted by law, and solely from the Surplus Account, the County will pay, and will protect, indemnify and save the Authority, the Authority Board, the Authority's officials, employees and agents, the Board of Investments, its officials, employees and agents and the Trustee harmless from and against all liabilities, losses, damages, costs and

expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands' and judgments of any nature arising from:

- (a) any injury to or death of any person or damage to property in or upon the Facilities, or growing out of or connected with the use, nonuse, condition or occupancy of the Facilities or a part thereof;
- (b) violation of any agreement, warranty, covenant or condition of this Resolution;
- (c) violation of any contract, agreement or restriction by the County relating to the Facilities;
- (d) violation of any law, ordinance, regulation or court order affecting the Facilities or a part thereof or the ownership, occupancy or use thereof; or
- (e) any statement or information relating to the expenditure of the proceeds of the Authority's 2016 Bonds contained in the County Tax Certificate or similar document furnished by the County to the Authority or the Trustee which, at the time made, is misleading, untrue or incorrect in any material respect.

To the extent permitted by law, the County will further pay, and will protect, indemnify and save the Authority, the Authority Board and the Authority's officials and employees harmless from and against all liabilities, losses, damages, costs and expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands and judgments of any nature arising from the issuance or sale of the Authority's 2016 Bonds, but solely from the Surplus Account.

The provisions of this Section 10.05 shall survive the retirement and payment of the Authority's 2016 Bonds.

10.06 Maintenance of Surplus Account. The County covenants and agrees that it will, as long as there are any of the Authority's 2016 Bonds Outstanding, maintain the balance in the Surplus Account in an amount equal to \$300,000 at the dates of determination hereinafter prescribed. The County further covenants that, on the first Business Day of each January and July, commencing January 2017, as long as the Authority's 2016 Bonds are Outstanding, it will deliver to the Board of Investments a County certificate certifying to the balance on hand in the Surplus Account. The balance shall be based on the cash balance in the Surplus Account plus the market value of any investments credited thereto, as of the date of determination. If the balance in the Surplus Account as so determined, is less than \$300,000, no default shall be deemed to have occurred under this Resolution, but the County shall thereafter be required to deliver the Officer's Certificate described above on the first Business Day of each calendar month until the balance is not less than \$300,000.

If a representative of the Board of Investments delivers a certificate to the County and the Trustee consenting to a reduction to the balance required to be on hand in the Surplus Account described in the immediately preceding paragraph, such required balance may be reduced to the amount stated in such certificate.

The covenants contained in this Section 10.06 are not intended to create nor do they create a lien, security interest, right of set-off, or express a constructive trust in the amounts described in the Surplus Account for the benefit of the holders of the Series 2016 Bond or the Authority's 2016 Bonds.

10.07 Additional Insurance. In addition to the insurance required to be maintained under Sections 9.02 and 9.03, the County shall keep and maintain, or cause a Tenant to keep and maintain, the following insurance with respect to the Facilities:

- (i) comprehensive professional liability insurance, including medical liability, malpractice and other health facility operation professional liability insurance (to the extent not required by Section 9.03); and
- (ii) business interruption insurance covering actual losses in gross operating earnings of the Facilities resulting directly from necessary interruption of business caused by damage to or destruction (resulting from fire and lightning; accident to a fired-pressure vessel or machinery; and other perils, including windstorm and hail, explosion, riot, riot attending a strike, civil commotion, aircraft and vehicles, sonic shock waves, sprinkler leakage, smoke, vandalism and malicious mischief, elevator collision, and accident to steam boiler and fired-pressure vessels, and electric steam generator) of real or personal property constituting part of the Facilities, less charges and expenses which do not necessarily continue during the interruption of business, for such length of time as may be required with the exercise of due diligence and dispatch to rebuild, repair or replace such properties as have been damaged or destroyed, with limits equal to at least 100% of the Maximum Annual Debt Service Requirement.

Each insurance policy required by this Section 10.07 and by Sections 9.02 and 9.03 (i) shall be issued or written by such insurer (or insurers) as is financially responsible, or by an insurance fund established by the United States or the State or an agency or instrumentality thereof, (ii) shall be in such form and with such provisions (including, without limitation and where applicable, waiver of subrogation clauses, provisions relieving the insurer of liability to the extent of minor claims and the designation of the named assureds) as are generally considered standard provisions for the type of insurance involved and (iii) shall prohibit cancellation or substantial modification by the insurer without at least ten days' prior written notice to the Trustee and the County.

The County covenants to review each year the insurance carried by the County or the Tenant with respect to itself and the Facilities and, to the extent feasible, will carry, or cause to be carried, insurance insuring against the risks and hazards specified in this Section 10.07 and by Sections 9.02 and 9.03 to the same extent that other health institutions owning or operating facilities of the size and type comparable to the Facilities carry such insurance. In the event that the insurance required by this Section 10.07 and by Sections 9.02 and 9.03 is not available to the County or the Tenant at reasonable cost, and, in any case, every five years, from and after the date hereof, the County shall employ or cause to be employed an Independent Insurance Consultant for the purpose of reviewing the insurance coverage of, and the insurance required for County or the Tenant and the Facilities and making recommendations respecting the types, amounts and provisions of insurance that should be carried with respect to the County or the

Tenant and the Facilities and their operation, maintenance and administration. A signed copy of the report of the Independent Insurance Consultant shall be filed with the Trustee and a copy thereof shall be sent to the County and the Tenant, if any, and the insurance requirements specified hereunder shall be deemed modified or superseded as necessary to conform with the recommendations contained in said report.

The County shall, on or before January 1 of each year, commencing January 1, 2017, submit to the Trustee a certificate verifying that all minimum insurance coverages required by this Resolution are in full force and effect as of the date of such certificate.

With the written approval of an Independent Insurance Consultant and to the extent permitted by law, the County may, by resolution, elect to substitute a self-insurance program for any of the insurance required by this Section 10.07 and by Section 9.03. As a part of any such self-insurance program, the County shall comply with all Medicare regulations governing any self-insurance, and shall at all times maintain such self-insurance program in such a manner as to be eligible for reimbursement under Medicare, Medicaid or any successor program or programs.

10.08 Notice of Default. The County will give to the Trustee and the Authority prompt notice of any condition or event that constitutes a default of its covenants and agreements contained in this Resolution.

10.09 Other Information. The County agrees to submit the following information listed in (iii), (iv), (v) and (viii) to the Authority, to the extent the Authority shall request the same, within 150 days after the end of each Fiscal Year and to permit the Authority to review the following information listed in (i), (ii), (vi) and (vii) at the Facilities:

- (i) The management letter or letters received by the County from its auditors in respect of the Facilities.
- (ii) Letters of counsel concerning material litigation, if any, relative to the Facilities, and a schedule of all material pending litigation involving the Facilities.
- (iii) Reports of any Independent Insurance Consultant received pursuant to Section 10.07.
- (iv) A description of any material changes to the Facilities.
- (v) Utilization statistics for the most recent Fiscal Year in respect of the Facilities, including without limitation, the number of licensed beds, number of beds in service, admissions (excluding newborns), patient days (excluding newborns), average length of stay (in days), percentage occupancy of beds in service, emergency room visits, and surgical procedures for both inpatient and outpatient admissions.
- (vi) A description of Gross Revenues of the Facilities by payor class for the most recent Fiscal Year, including Medicare, Medicaid, Blue Cross, commercial, self-pay and others.

(vii) The average percentage of charge increases for the most recent Fiscal Year for the Facilities.

(viii) A description of the Medicare mix index for the Facilities for the most recent Fiscal Year, the percentage of all accounts receivable over 180 days from discharge, and the number of full-time equivalent employees.

The County agrees to provide to the Authority such other utilization and financial data regarding the Facilities as the Authority may reasonably request from time to time.

10.10 Program Covenant. Neither the County nor any related person (within the meaning of Section 147(a)(2) of the Code) shall pursuant to an arrangement, formal or informal, purchase the Authority's 2016 Bonds in an amount related to the principal amount of the Series 2016 Bond.

10.11 Term of Covenants. The covenants contained in this Section 10 shall remain in effect until none of the Authority's 2016 Bonds are Outstanding and all Board of Investments Loans to the County have been repaid in full, unless otherwise provided in a Supplemental Resolution.

10.12 Inspection and Access. The Authority, the Trustee, the Board of Investments and their duly authorized agents shall have the right at all reasonable times to examine and inspect and for that purpose to enter upon the Land and any building thereon, and shall also have such rights of access thereto as may be reasonably necessary to assure that the Facilities are being properly maintained in accordance with this Resolution.

#### Section 11. Tax Matters relating to the Series 2016 Bond

11.01 Tax Covenants. In order to ensure that the interest on the Series 2016 Bond and the Authority's 2016 Bonds shall at all times be not includable in gross income for purposes of federal income taxation, the County specifically represents, warrants and covenants with the Authority, the Trustee and all holders from time to time of the Series 2016 Bond and the Authority's 2016 Bonds:

(i) that it will fulfill all conditions specified in Sections 103 and 141 through 150 of the Code and applicable Treasury Regulations as necessary to maintain the tax-exempt status of the interest borne by the Series 2016 Bond and the Authority's 2016 Bonds;

(ii) that the Project is and will be owned by the County;

(iii) that the County reasonably expects that during the term of the Series 2016 Bond and the Authority's 2016 Bonds no private business use will be made of the Project and that no private payments or security will be made or furnished that would cause the Series 2016 Bond and the Authority's 2016 Bonds to be "private activity bonds" within the meaning of Section 141 of the Code and applicable Treasury Regulations and that it reasonably expects that the Series 2016 Bond and the Authority's 2016 Bonds will not be "private activity bonds" within the meaning of Section 141 of the Code;

(iv) that no proceeds of the Series 2016 Bond and the Authority's 2016 Bonds are being or will be loaned to any nongovernmental person;

(v) that the County has not leased, sold, assigned, granted or conveyed and will not lease, sell, assign, grant or convey all or any portion of the Project or any interest therein to the United States or any agency or instrumentality hereof thereof within the meaning of Section 149(b) of the Code;

(vi) that the weighted average maturity of the Series 2016 Bond does not exceed 120% of the average reasonably expected remaining economic life of the Project as determined in accordance with Section 147(b) of the Code;

(vii) that it will provide to the Authority all information required to satisfy the informational requirements set forth in Section 149(e) of the Code, including the information necessary to complete IRS Form 8038-G;

(viii) that it will not use the proceeds of the Series 2016 Bond or the Authority's 2016 Bonds in such a manner as to cause the Series 2016 Bond or the Authority's 2016 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and applicable Treasury Regulations; that it will pay its share of any amount determined by the Trustee in accordance with the Indenture to be necessary to be paid the United States as "arbitrage rebate"; the provisions of this subparagraph (viii) shall survive the retirement and payment of the Series 2016 Bond and the Authority's 2016 Bonds and the discharge of the other obligations of the County hereunder;

(ix) that it will comply with and fulfill all other requirements and conditions of the Code and Treasury Regulations and rulings issued pursuant thereto relating to the acquisition, construction and operation of the Project to the end that interest on the Series 2016 Bond and the Authority's 2016 Bonds shall at all times not be includable in gross income for purposes of federal income taxation; and

(x) the County will deliver to the Authority, at or before the issuance of the Series 2016 Bond, a tax certificate stating the County's expectations as to the application of proceeds of the Series 2016 Bond and as to such other matters as are required by Bond Counsel.

11.02 General Covenant. The County covenants and agrees with the owners from time to time of the Series 2016 Bond and the Authority's 2016 Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Series 2016 Bond and the Authority's 2016 Bonds to become includable in gross income for federal income tax purposes under the Code and applicable Treasury Regulations, and covenants to take any and all actions within its powers to ensure that the interest on the Series 2016 Bond and the Authority's 2016 Bonds will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

11.03 Certification as to Expectations. The Chair of the Board, the County Treasurer and the County Clerk and Recorder, being the officers of the County charged with the responsibility for issuing the Series 2016 Bond pursuant to this Resolution, are authorized and

directed to execute and deliver to the Authority a certificate in accordance with the provisions of Section 148 of the Code, and Sections 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Series 2016 Bond, it is reasonably expected that the proceeds of the Series 2016 Bond and the Authority's 2016 Bonds will be used in a manner that would not cause the Series 2016 Bond or the Authority's 2016 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

11.04 Arbitrage Rebate. The County acknowledges that the Authority's 2016 Bonds are, and the Series 2016 Bond may be, 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 Treasury Regulations to preserve the exclusion of interest on the Authority's 2016 Bonds and the Series 2016 Bond from gross income for federal income tax purposes, unless the Authority's 2016 Bonds or the Series 2016 Bond qualify for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no "gross proceeds" of the Series 2016 Bond (other than amounts constituting a "bona fide debt service fund") arise during or after the expenditure of the original proceeds thereof or the Series 2016 Bond qualifies under the small issuer exception. In furtherance of the foregoing, the Chairman and County Treasurer are hereby authorized and directed to execute a rebate certificate, in the form prepared by Bond Counsel, and the County hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

11.05 Information Reporting. The County shall file with the Secretary of the Treasury, not later than February 15, 2017, a statement concerning the Series 2016 Bond containing the information required by Section 149(e) of the Code.

## Section 12. Supplemental Resolutions.

12.01 General. Notwithstanding Section 12.02, the County reserves the right to adopt Supplemental Resolutions to this Resolution from time to time and at any time, for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective provision contained herein, or of making such provisions with regard to matters or questions arising hereunder as the County may deem necessary or desirable and not inconsistent with this Resolution, and which shall not adversely affect the interests of the owners of Bonds issued hereunder, or for the purpose of adding to the covenants and agreements herein contained, or to the Gross Revenues and Net Rentals herein pledged, other covenants and agreements thereafter to be observed and additional revenues or income thereafter appropriated to the Health Care Fund, or for the purpose of surrendering any right or power herein reserved to or conferred upon the County, or for the purpose of authorizing the creation and issuance of a series of Bonds, as provided in and subject to the conditions and requirements of Section 6. Any such Supplemental Resolution may be adopted without the consent of the owner of any of the Bonds issued hereunder.

12.02 Consent of Owners. With the consent of the owners of a majority in principal amount of Outstanding Bonds affected thereby as provided in Section 12.04, the County may

from time to time and at any time adopt a Supplemental Resolution for the purpose of amending this Resolution by adding any provisions hereto or changing in any manner or eliminating any of the provisions hereof or of any Supplemental Resolution, except that no Supplemental Resolution shall be adopted at any time without the consent of the owners of all Outstanding Bonds affected thereby, if it would extend the time of payment of interest thereon, would reduce the amount of the principal thereof or premium thereon, would give to any Bond or Bonds any privilege over any other Bond or Bonds (except for the privileges expressly afforded herein to the Tax-Supported Bonds in respect of the Deficiency Tax Levy and except for the privileges accorded Bonds over subordinate obligations issued pursuant to Section 7.03 of this Resolution), would reduce the sources of revenues or income appropriated to the Health Care Fund, would deprive Tax-Supported Bonds of the security afforded by the Bond Guaranty Account, or would reduce the percentage in principal amount of such Bonds required to authorize or consent to any such Supplemental Resolution.

12.03 Notice. Notice of a Supplemental Resolution to be adopted pursuant to Section 12.02 shall be mailed by first-class mail, postage prepaid, to the owners of all Outstanding Bonds at their addresses appearing in the Bond Register and shall become effective only upon the filing of written consents with the County Clerk and Recorder, signed by the owners of the requisite principal amount of Outstanding Bonds affected thereby. Any written consent to the Supplemental Resolution may be embodied in and evidenced by one or any number of concurrent written instruments of substantially similar tenor signed by owners thereof in person or by agent duly appointed in writing, and shall become effective when delivered to the County Clerk and Recorder. Any consent by the owner of any Bond shall bind that owner and every future owner of the same Bond with respect to any Supplemental Resolution adopted by the County pursuant to such consent; *provided* that any owner may revoke his consent with reference to any Bond by written notice received by the County Clerk and Recorder before the Supplemental Resolution has become effective. In the event that unrevoked consents of the owners of the requisite principal amount of Bonds have not been received by the County Clerk and Recorder within one year after the publication of notice of the Supplemental Resolution, the Supplemental Resolution and all consents theretofore received shall be of no further force and effect.

12.04 Manner of Consent. Proof of the execution of any consent, or of a writing appointing any agent to execute the same, shall be sufficient for any purpose of this Resolution and shall be conclusive in favor of the County if made in the manner provided in this Section 12.04. The fact and date of the execution by any Person of any such consent may be proved by the affidavit of a witness of such execution or by the certification of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the Person signing it acknowledged to him the execution thereof. The fact and date of execution of any such consent may also be proved in any other manner which the County may deem sufficient; but the County may nevertheless, in its discretion, require further proof in cases where it deems further proof desirable. The ownership of any Bonds shall be proved by the Bond Register.

### Section 13. Transcript of Proceedings.

The officers of the County are directed to furnish to the Authority, the Trustee, Bond Counsel, the Board of Investments and the Lender certified copies of all proceedings and

information in their official records relevant to the authorization, sale and issuance of the Series 2016 Bond, and such certificates and affidavits as to other matters appearing in their official records or otherwise known to them as may be reasonably required to evidence the validity and security of the Series 2016 Bond and all such certified copies, certificates and affidavits, including any heretofore furnished shall constitute representations and recitals of the County as to the correctness of all facts stated therein to have been taken.

Section 14. Defeasance or Discharge.

14.01 General. When the liability of the County on all Bonds issued under and secured by this Resolution and all interest thereon has been discharged as provided in this Section 14, all pledges, covenants and other rights granted by this Resolution to the owners of such Bonds shall cease.

14.02 Maturity. The County may discharge its liability with reference to all Bonds and interest thereon which are due on any date by depositing with the Registrar on or before the date a sum sufficient for the payment thereof in full; or if any Bond or interest thereon shall not be paid when due, the County may nevertheless discharge its liability with reference thereto by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

14.03 Redemption. The County may also discharge its liability with reference to any Bonds which are called for redemption on any date in accordance with their terms, by depositing with the Registrar on or before that date an amount equal to the principal, premium, if any, and interest which are then due thereon; *provided* that notice of such redemption has been given or irrevocably provided for as provided in this Resolution.

14.04 Escrow. The County may also at any time discharge its liability in its entirety with reference to any Bond subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or Government Obligations which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to provide funds sufficient to pay all principal, premium, if any, and interest to become due on such Bond at its Stated Maturity or, if such Bond is prepayable and notice of redemption thereof has been given or irrevocably provided for as provided in this Resolution, to such earlier Redemption Date.

Section 15. Repeals and Effective Date.

15.01 Repeal. All provisions of other resolutions and other actions and proceedings of the County and this Board that are in any way inconsistent with the terms and provisions of this Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Resolution.

15.02 Effective Date. This Resolution shall take effect immediately upon its passage and adoption by this Board.

Adopted this 29<sup>th</sup> day of September, 2016.

*Allan Underdel*

Chair of the Board of  
County Commissioners

Commissioner

*Joe Pekar*

Commissioner

(SEAL)

Attest:

*Anna Nelson*

County Clerk and Recorder

EXHIBIT A

FORM OF THE SERIES 2016 BOND

UNITED STATES OF AMERICA  
STATE OF MONTANA

COUNTY OF TOOLE

HEALTH CARE AND BOARDING HOME REVENUE REFUNDING BONDS,  
SERIES 2016

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>
2.45%	January 1, 2028	October 11, 2016

REGISTERED OWNER: MONTANA FACILITY FINANCE AUTHORITY

PRINCIPAL AMOUNT: TWO MILLION ONE HUNDRED THOUSAND DOLLARS

FOR VALUE RECEIVED, TOOLE COUNTY, MONTANA, a duly organized and existing political subdivision of the State of Montana (the "County"), hereby promises to pay to the registered owner identified above or registered assigns, solely from the Bond Account of its Health Care Fund, the principal amount specified above. The principal of and interest on this Bond shall be payable in the amounts and on the respective dates reflected in the Debt Service Schedule attached as Schedule 1 to this Bond, with the final installment due on January 1, 2028, subject to earlier redemption as hereinafter provided. This Bond bears interest on the Outstanding principal amount from the date of original issue specified above, or from such later date to which interest has been paid or duly provided for, until paid or discharged at the rate per annum specified above (computed on the basis of a 360-day year consisting of 12 30-day months). If a payment of principal of or interest on the Series 2016 Bond is delinquent, the delinquent amount shall bear interest from its due date until the date of payment at an annual interest rate equal to the Board of Investments Loan Rate, calculated as of the due date of such payment on the Series 2016 Bond. Principal of and interest on this Bond shall be payable by check or draft of the Registrar mailed to the registered owner hereof as such appears in the Bond Register as of the close of business on the 15th day (whether or not a Business Day) of the month immediately preceding each payment date; *provided* that the final installment of principal (whether at maturity or earlier redemption) shall be drawn on the Registrar only upon presentation and surrender of this Bond at the principal corporate trust office of the Registrar. Principal and interest on this Bond are payable in lawful money of the United States of America.

This Bond represents all of a series of Bonds in the aggregate principal amount of \$2,100,000 (the "Series 2016 Bond"), issued pursuant to a resolution adopted by the Board of County Commissioners of the County on **September 29**, 2016 (the "Resolution"), and pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 34, Parts 22, 23 and 24, as

amended (the "Act"), for the purpose of refunding outstanding bonds issued for the purpose of refinancing the design, construction and equipping the assisted living facility comprising part of the Facilities. The Series 2016 Bond is issuable only as a fully registered bond. Capitalized terms used herein but not otherwise defined shall have the respective meanings given such terms in the Resolution.

This Bond and any Additional Bonds issued on a parity therewith under the Resolution (collectively, the "Bonds"), including premium, if any, and interest thereon, are payable solely, equally and ratably, out of the Gross Revenues and Net Rentals of the Facilities. If the other Gross Revenues and Net Rentals are insufficient, the County has covenanted to levy ad valorem taxes upon all taxable property within the County, pursuant to Section 7-34-2417 of the Act, in an amount equal to the existing or anticipated deficiency in the Bond Account, up to the maximum number of mills permitted by applicable law, as provided in the Resolution.

Reference is made to the Act and the Resolution for a more complete statement of the terms and conditions upon which the Gross Revenues and the Net Rentals of the Facilities are pledged and appropriated for the payment and security of the Bonds, the conditions upon which Additional Bonds may be issued under the Resolution and made payable from such Gross Revenues and Net Rentals on a parity with the Series 2016 Bond or otherwise, the conditions under which the Resolution may be amended, the rights, duties and obligations of the County, and the rights of the holders of the Bonds.

*The Series 2016 Bond is payable solely from the Gross Revenues and Net Rentals of the Facilities. The Series 2016 Bond is not a general obligation of the County and the County's general credit and unlimited taxing powers are not pledged to the payment of the Series 2016 Bond or the premium, if any, or interest thereon. The Series 2016 Bond does not constitute an indebtedness of the County within the meaning of any constitutional or statutory provisions. The Series 2016 Bonds are not Tax-Supported Bonds and are not secured by the Bond Guaranty Account.*

The Series 2016 Bond or principal installments thereof shall be subject to redemption at the same times, at the same prices and under the same conditions as the Authority's 2016 Bonds of the same maturities, as further provided in the Resolution and the Indenture.

This Series 2016 Bond shall be registered in the name of the holder on the books of the County kept for that purpose by the County Treasurer as Registrar. This Series 2016 Bond is transferable upon the books of the County by the registered owner or its attorney duly authorized in writing, upon presentation hereof with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or its attorney. Such transfer shall also be noted on the hereon. The County will, upon request, issue to the registered owner or transferee, upon surrender of this Series 2016 Bond, one or more other bonds of an aggregate principal amount equal to the principal amount hereof then remaining unpaid and maturing at the same time or times as the then unpaid principal installments hereof, subject to reimbursement for any tax, fee or governmental charge or other expense incurred by the County with respect to such exchange. The County and the Registrar may treat the person in whose name this Series 2016 Bond is registered as the absolute owner hereof, whether this Series 2016 Bond is overdue or not, for the

purpose of receiving payment of principal and interest and all other purposes, and neither the County nor the Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the County to be done, to exist, to happen and to be performed precedent to and in the issuance of this Bond, in order to make the same a valid and binding special, limited obligation of the County in accordance with its terms, have been done, do exist, have happened and have been performed in regular and due form, time and manner; that the County will (a) operate and maintain the Facilities and impose, maintain, revise and collect rates, charges, rentals, and fees for the availability and use of and services furnished by the Facilities which, with other available funds, will produce Gross Revenues which, together with other funds of the County appropriated therefor in accordance with the Act, are sufficient to pay the principal of and interest on the Bonds, to pay all Operating Expenses as due and to provide for an adequate depreciation reserve or (b) lease all or a portion of the Facilities pursuant to which the Tenant will agree to operate and maintain the Facilities or portion thereof, to maintain insurance thereon and with respect thereto, and to pay Net Rentals and/or other rentals for the use and occupancy of such portion of the Facilities in amounts sufficient, with other Net Rentals and Gross Revenues of the Facilities, to provide for the full and prompt payment of the principal of, interest on, and premiums with respect to all Outstanding Bonds and the payment of the County's costs and expenses with respect thereto; that the County has pledged and appropriated Gross Revenues and Net Rentals to the Bond Account in its Health Care Fund solely for the payment of the principal of, premium, if any, and interest on Bonds which may be made payable therefrom; that the County will levy ad valorem taxes upon all taxable property within the County, pursuant to Section 7-34-2417 of the Act, in an amount equal to the existing or anticipated deficiency in the Bond Account, up to the maximum number of mills permitted by applicable law, as provided in the Resolution; and that the issuance of this Bond does not cause the indebtedness of the County to exceed any constitutional or statutory limitation.

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 the manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Toole County, Montana, by its Board of County Commissioners, has caused this Bond to be executed on its behalf by the signatures of the Chairman of the Board of County Commissioners and the County Clerk and Recorder.

TOOLE COUNTY, MONTANA

*Allen Underdahl*

Chairman of the Board  
of Commissioners

Attest: *Anna Nelson*  
County Clerk and Recorder

Dated: *9/29/14*

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds of the series designated by its title and delivered pursuant to the Resolution mentioned within.

COUNTY TREASURER,  
TOOLE COUNTY, MONTANA,  
as Bond Registrar, Transfer Agent and  
Paying Agent

By *Boyd Jackson*  
Authorized Representative

*Boyd Jackson*  
*Boyd Jackson*

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration, enlargement or any change whatsoever.

SIGNATURE GUARANTEE

\_\_\_\_\_

NO WRITING HEREON EXCEPT BY COUNTY TREASURER AS BOND REGISTRAR

The ownership of the principal amount of and interest on this Bond, except the amounts of principal and interest theretofore paid, has been transferred on the books of Toole County, Montana, on the date last noted below, to the registered assign noted opposite said date:

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of County Treasurer as Bond Registrar</u>
October 11, 2016	Montana Facility Finance Authority	
October 11, 2016	U.S. Bank National Association	
_____	_____	_____
_____	_____	_____

SCHEDULE 1  
DEBT SERVICE SCHEDULE

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
01/01/2017	150,000	2.450%	11,433.33	161,433.33	161,433.33
07/01/2017			23,887.50	23,887.50	
01/01/2018	140,000	2.450%	23,887.50	163,887.50	187,775.00
07/01/2018			22,172.50	22,172.50	
01/01/2019	145,000	2.450%	22,172.50	167,172.50	189,345.00
07/01/2019			20,396.25	20,396.25	
01/01/2020	150,000	2.450%	20,396.25	170,396.25	190,792.50
07/01/2020			18,558.75	18,558.75	
01/01/2021	155,000	2.450%	18,558.75	173,558.75	192,117.50
07/01/2021			16,660.00	16,660.00	
01/01/2022	155,000	2.450%	16,660.00	171,660.00	188,320.00
07/01/2022			14,761.25	14,761.25	
01/01/2023	160,000	2.450%	14,761.25	174,761.25	189,522.50
07/01/2023			12,801.25	12,801.25	
01/01/2024	160,000	2.450%	12,801.25	172,801.25	185,602.50
07/01/2024			10,841.25	10,841.25	
01/01/2025	160,000	2.450%	10,841.25	170,841.25	181,682.50
07/01/2025			8,881.25	8,881.25	
01/01/2026	175,000	2.450%	8,881.25	183,881.25	192,762.50
07/01/2026			6,737.50	6,737.50	
01/01/2027	175,000	2.450%	6,737.50	181,737.50	188,475.00
07/01/2027			4,593.75	4,593.75	
01/01/2028	375,000	2.450%	4,593.75	379,593.75	384,187.50
	2,100,000		332,015.83	2,432,015.83	2,432,015.83

SCHEDULE I TO SUPPLEMENTAL RESOLUTION  
LOAN DATA

(Line 1)	Date of Series 2016 Bond	October 11, 2016
(Line 2)	Name of Institution:	Toole County, Montana
(Line 4)	Series 2016 Bond Amount: Accrued Interest:	 \$0.00
(Line 5)	Underwriters' Discount	\$0.00
	Deposited to:	
(Line 7)	Borrower Account in Reserve Fund	\$210,000.00
(Line 8)	Borrower Account in Cost of Issuance Fund	\$75,037.50
(Line 9)	Bond Fund	\$1,543.87
(Line 11)	Borrower Deposit to Borrower Account in Cost of Issuance Fund	\$0.00
(Line 12)	Borrower Deposit to Borrower Account in Reserve Fund	\$0.00

**Allan Underdal,**  
Commission Chair  
**Deb Brandon,**  
Commissioner  
**Joe Pehan,**  
Commissioner  
**Merle Raph,**  
County Attorney  
**Donna Whitt,**  
Sheriff  
**Dan B. Whitted,**  
Coroner  
Commissioners'  
Office# 406-424-8310  
[tccomm@toolecountymt.gov](mailto:tccomm@toolecountymt.gov)



**Debra Munson,**  
Clerk of Court  
**Boyd Jackson,**  
Treasurer/Assessor  
Supt. of Schools  
**Helen I. Schnee,**  
Public Administrator  
**Joe Rapkoch,**  
Justice of the Peace  
**Treva Nelson,**  
Clerk & Recorder  
Clerk & Recorder's Office#  
406-424-8300  
Fax# 406-424-8301  
[tnelson@toolecountymt.gov](mailto:tnelson@toolecountymt.gov)

# COUNTY OF TOOLE

226 1<sup>ST</sup> Street South  
Toole County Courthouse, Shelby, MT 59474

## RESOLUTION #30-2016

**A RESOLUTION TO ORDER THE FORGIVING AND REMOVING OF ALL THE PENALTY AND INTEREST ACCRUED ON THE PROPERTY LISTED BELOW IF ALL DELINQUENT TAXES ARE PAID IN FULL.**

**WHEREAS;** The Toole County Commissioners received a request from a taxpayer asking if we could forgive penalty and interest from back taxes owed if he paid up all of the taxes on said property; and

**WHEREAS;** The property in question is listed under Geocode numbers 4424-28-4-31-04-0000 and 4424-28-4-31-04-8000; and

**WHEREAS;** The taxpayer will have to pay \$8772.24 of real and mobile home tax and agrees to clean up the property including removal of the mobile home; and

**WHEREAS;** Approximately \$7726 in penalty and interest will be the amount forgiven; and

**WHEREAS;** Toole County gave notice to the City of Shelby and the Shelby School District of this request and they were in agreement with forgiving the penalty and interest to get the taxes paid up to date and the property cleaned up; and

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TOOLE COUNTY COMMISSIONERS** that all penalty and interest be forgiven and removed from the property tax bills with Geocodes 4424-28-4-31-04-0000 & 4424-28-4-31-04-8000 as soon as all the delinquent taxes are paid in the amount of \$8772.24. Dan Seifert has also agreed to clean up the property involved which includes removal of the mobile home from this property.

BOARD OF TOOLE COUNTY COMMISSIONERS DATED MONDAY SEPTEMBER 29,  
2016.

*Allan Underdal*

Allan Underdal, Chairman  
Toole County Commission

*Deb Brandon*

Deb Brandon  
Commissioner

*Joe Pehan*

Joe Pehan  
Commissioner

Attest:

*Treva Nelson*

Treva Nelson  
Clerk & Recorder



COMMISSIONER'S AGENDA  
Thursday, October 6, 2016  
10:00 A.M.

PRESENT: Allan Underdal, Deb Brandon, Joe Pehan and Treva Nelson

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of Sept. 29, 2016 Minutes: Joe motioned to approve. Allan seconded the motion. The motion carried.**

1. Consider approval of the Toole County Ambulance Policy and Procedure manual. **Joe Motioned to approve. Deb seconded the motion and the motion carried.**
2. Consider appointments of the following persons to the Toole County Health Foundation:
  - a. Mallory Riphenburg with a term to end 10/31/2019
  - b. Linda Lee with a term to end 10/31/2020
  - c. Sanna Clark with a term to end 10/31/2020**Deb motioned to approve. Joe seconded the motion and the motion carried.**
3. Consider approval of a clinic space lease agreement between Marias Medical Center and Marias Healthcare Services, Inc. **Joe Motioned to approve. Deb seconded the motion and the motion carried.**
4. Consider approval of an annex storage lease agreement between Marias Healthcare Services, Inc. and Marias Medical Center. **Joe Motioned to approve. Deb seconded the motion and the motion carried.**
5. Consider approval of a fee increase of \$100 per month, retroactive to July 1, 2016 to RCJ Enterprises, Inc., increasing the cost for contract sanitarian services to \$3,800 per month. **Joe Motioned to approve. Deb seconded the motion and the motion carried.**
6. Consider approval of a request to the State Land Board for a historic easement on Section 5, Township 31N, 4W. **Deb motioned to approve. Joe seconded the motion and the motion carried.**
7. Consider approval of a revised county subdivision fee schedule. **Deb motioned to approve. Joe seconded the motion and the motion carried.**

COMMISSIONER'S AGENDA  
Thursday, October 13, 2016  
10:00 A.M.

PRESENT: Allan Underdal, Deb Brandon, Joe Pehan and Treva Nelson

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of October 6, 2016 Minutes: Deb motioned to approve. Joe seconded the motion and the motion carried.**

1. Consider the appointment of Wally Howery to the Public Safety Commission Board with a term to end on 12/31/2020. **Joe motioned to approve this joint City/County appointment. Deb seconded the motion and the motion carried.**
2. Consider approval of an Emergency Management Performance Grant (EMPG) between Toole County and the State of MT Dept. of Military Affairs, Disaster and Emergency Services, for FFY 2016-17. The EMPG's project cost of \$43,604.00 requires a match of \$21,802.00 from Toole County. **Deb motioned to approve. Joe seconded the motion and the motion passed.**

COMMISSIONER'S AGENDA  
Monday, October 24, 2016  
10:00 A.M.

PRESENT: Allan Underdal, Deb Brandon, Joe Pehan and Treva Nelson

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of October 13, 2016 Minutes: Joe motioned to approve. Deb seconded the motion and the motion carried.**

1. Consider whether to recertify Toole County's taxable value due to the settlement between NorthWestern Energy and the Department of Revenue for tax year 2016. **Deb motioned to not recertify the taxable values for tax year 2016. Joe seconded the motion and the motion carried.**
2. Consider the appointment of the following persons to the Sunburst Mosquito District Board as recommended by the Sunburst City Council:
  - Gary Iverson with a term to end 12/31/2017
  - Becky Smithson with a term to end 12/31/2017
  - Michael Tobin with a term to end 12/31/2017
  - Shane Bethelote with a term to end 12/31/2019
  - Holly Hovland with a term to end 12/31/2019**Deb motioned to approve all the board members. Joe seconded the motion and the motion carried.**
3. Consider the re-appointment of Mike Pedersen to the Shelby Mosquito District Board with a term to end 12/31/2020. **Joe motioned to approve. Deb seconded the motion and the motion carried.**
4. Consider the re-appointment of the following persons to the Port of Northern Montana (NETA) Board:
  - Byron Kluth with a term to end 12/31/2021
  - Mark Cole with a term to end 12/31/2021**Joe motioned to approve. Deb seconded the motion and the motion carried.**
5. Consider approval of Toole County's transit facility maintenance plan. **Deb motioned to approve. Joe seconded the motion and the motion carried.**

COMMISSIONER'S AGENDA  
Monday, November 7, 2016  
10:00 A.M.

PRESENT: Allan Underdal, Deb Brandon, Joe Pehan and Treva Nelson

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of October 31, 2016 Minutes: Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**

1. Consider approval of the purchase of \$75,000 of crushed gravel to be provided by RMR Aggregate, Inc. **Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**
2. Consider re-appointments of the following persons to the Marias Museum Board:
  - Meredith Beckedahl with a term to end 7/1/2019
  - Denis Freeland with a term to end 7/1/2019
  - Larry Munson with a term to end 7/1/2019
  - Tracy Kiefer with a term to end 7/1/2019
  - Lance Wallewein with a term to end 7/1/2019
  - Tracy Dumas with a term to end 7/1/2019
  - Marian Hinds with a term to end 7/1/2019

**Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**

3. Consider re-appointments of the following persons to the Toole County Mental Health Advisory Board:
  - Kristi Aklestad with a term to end 12/31/2019
  - Brenda Gilmore with a term to end 12/31/2019

**Deb motioned to approve. Joe 2<sup>nd</sup> the motion and the motion carried.**

COMMISSIONER'S AGENDA  
Thursday, November 17, 2016  
10:00 A.M.

PRESENT: Allan Underdal, Deb Brandon, Joe Pehan and Treva Nelson

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of November 7, 2016 Minutes: Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**

1. Consider submitting a request to the Department of Public Health and Human Services to change Toole County's alcohol tax money designation provider from Gateway Community Services to Misfits LLC for the remainder of FY 2016-17. **Deb motioned to approve. Joe 2<sup>nd</sup> the motion and the motion carried.**
2. Consider declaring the Law Library books, currently housed in the Toole County Courthouse, to be excess property that are no longer necessary to conduct county business. **Joe motioned to put the Law Books on eBay and if there is no interest the commissioners will put an ad in the paper. The books would then be given away to anyone from the county who would like them. Deb 2<sup>nd</sup> the motion and the motion carried.**
3. Consider re-appointments of the following persons to the South Toole County Cemetery Board:
  - Roger Smedsrud with a term to end 12/31/2019
  - Hyer McKechnie with a term to end 12/31/2019**Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**

COMMISSIONER'S AGENDA  
Monday, November 21, 2016  
10:00 A.M.

PRESENT: Allan Underdal, Deb Brandon, Joe Pehan and Treva Nelson

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of November 17, 2016 Minutes: Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**

1. Consider approval of a Third-Party Administrator (TPA) contract for Controlled Substance and Alcohol Testing program with William P. Hanley (Testing with Integrity) for the Road Department. **Deb motioned to approve. Joe 2<sup>nd</sup> the motion and the motion carried.**
2. Consider approval of a TPA contract for Controlled Substance and Alcohol Testing program with William P. Hanley (Testing with Integrity) for the transit systems which operate with Toole County as Lead Agency: Northern Transit Interlocal, Toole County Transit, Glacier County Transit and Pondera County Transit. **Deb motioned to approve. Joe 2<sup>nd</sup> the motion and the motion carried.**
3. Consider the appointments of the following persons to the Kevin/Sunburst Senior Center Board as recommended by board members on 11/15/2016:
  - Bonnie Harrison with a term to end 12/31/2019 (Kevin Center)
  - Sue Kimmet with a term to end 12/31/2019 (Sunburst Center)**Deb motioned to approve. Joe 2<sup>nd</sup> the motion and the motion carried.**

COMMISSIONER'S AGENDA  
Thursday, December 1, 2016  
10:00 A.M.

PRESENT: Allan Underdal, Deb Brandon, Joe Pehan and Treva Nelson

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of November 21, 2016 Minutes: Deb motioned to approve. Joe 2<sup>nd</sup> the motion and the motion carried.**

1. Consider approval of Capital Contract #109290 between the MT Dept. of Transportation and Toole County for a 19-passenger bus. Toole County, on behalf of Northern Transit Interlocal, will be required to submit a 13.42% local match in the amount of \$9,237.93. **Deb motioned to approve. Joe 2<sup>nd</sup> the motion and the motion carried.**
2. Consider approval of Capital Contract #109281 between the MT Dept. of Transportation and Toole County for a 13-passenger bus. Toole County will be required to submit a 13.42% local match in the amount of \$8,511.90. **Deb motioned to approve. Joe 2<sup>nd</sup> the motion and the motion carried.**  
Consider the re-appointment of Hank Coolidge to the City-County Airport Commission with a term to end 6/30/2021. **Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**
3. Consider the appointment of Alice Burchak to the Toole County Board of Health with a term to end 1/1/2019. **Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**
4. Consider approval of the WIC (Women, Infants and Children) Subcontractor agreement with Teton County Health Department for the term of 10/1/2016 through 9/30/2017. Services within Toole County will be reimbursed in the amount of \$21,377.00. Services in Glacier County will be provided from 10/1/2016 through 12/31/2016 and reimbursed in the amount of \$5,851.25. **Deb motioned to approve. Joe 2<sup>nd</sup> the motion and the motion carried.**
5. Consider approval of Task Order #17-07-4-31-147-0 (CFDA #93.268) between the MT Dept. of Public Health and Human Services and Toole County to provide immunization services for the term of 1/1/2017 through 12/31/2017. **Deb motioned to approve. Joe 2<sup>nd</sup> the motion and the motion carried.**

COMMISSIONER'S AGENDA  
Monday, December 19, 2016  
10:00 A.M.

PRESENT: Allan Underdal, Joe Pehan, Deb Brandon by phone and Treva Nelson

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of December 1, 2016 Minutes: Joe motioned to approve. Deb seconded the motion and the motion carried.**

1. Consider approval of the revised Marias Heritage Center Condominium bylaws. **Deb motioned to approve. Joe seconded the motion and the motion carried.**
2. Consider declaring two (2) desk hutches, formerly used in the Justice of the Peace office, to be surplus equipment. **Joe motioned to approve. Deb seconded the motion and the motion carried.**
3. Consider approval of a Facility Use agreement with the City of Shelby for the lease of the Civic Center as a polling place for the term of 1/1/2017 through 12/31/2021. **Deb motioned to approve. Joe seconded the motion and the motion carried.**
4. Consider approval of a FY2017 agreement between Montana State University Extension and Toole County. The cost to Toole County for two extension agents and one admin. support staff and travel will be \$119,000.00. **Deb motioned to approve this amount as it is the total budget for Toole County extension. Joe seconded the motion and the motion carried.**
5. Consider approval of the Health Department's 2017-2022 Workforce Development Plan. **De motioned to approve. Joe second the motion and the motion carried.**

COMMISSIONER'S AGENDA  
Thursday, December 29, 2016  
10:00 A.M.

PRESENT: Allan Underdal, Deb Brandon, Joe Pehan and Treva Nelson

**Public comment is allowed on all agenda items at the direction of the Chairman and following Board rules.**

**Approval of December 19, 2016 Minutes: Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**

1. Consider the appointment of a Public Administrator for Toole County, necessary because of the death of Helen Schnee. **This agenda item was postponed.**
2. Consider approval of the Toole County Noxious Weed Management Plan. **This has already been approved by the Toole County Road/Weed Board. Joe motioned to approve. Deb 2<sup>nd</sup> the motion and the motion carried.**
3. Consider approval of Resolution 31-2016. A resolution to continue participation in the Dept. of Administration's Surplus Property Program with Joe Pehan, Brian Krahn, Lloyd Omdahl, Robert Postma and Jim Ghekiere as authorized purchasers. **Deb motioned to approve. Joe seconded the motion and the motion carried.**

State of Montana  
Surplus Property Program  
P O Box 200137  
Helena, MT 59620-0137  
(406) 444-9923

RESOLUTION 31-2016

Donee #: 87/423  
Approved to acquire:  
State: Yes No  
Federal: Yes No

BE IT RESOLVED THAT: Toole County  
*(Print Legal Name of Applicant Organization)*

STREET ADDRESS: 226 1st St S City: Shelby MT 59474

MAILING ADDRESS: \_\_\_\_\_ City: \_\_\_\_\_ MT 59 \_\_\_\_\_

PHONE NUMBER: 406-424-8310 FAX NUMBER: 406-424-8301

E-MAIL ADDRESS: tccomm@toolecountymt.gov

by its Governing Board (or) by the Chief Administration Officer, if not governed by a board, shall obligate the Applicant and its funds to the extent necessary to comply with the TERMS and CONDITIONS listed on the reverse side of this form. **The employee(s) whose name(s) and signature(s) appears on this document is (are) authorized to acquire federal surplus property from the State of Montana, Surplus Property Program for the above Applicant.**

BE IT FURTHER RESOLVED THAT this certified copy of the Resolution shall be submitted to the State of Montana, Surplus Property Program and the same remain in effect until written notice is given to the Property & Supply Bureau to change or rescind said Resolution.

**CERTIFICATION:** I, Allan Underdal hereby certify that I am the  
*(Chairman of the Board (or) Administrative Officer)*

Chairman of the Toole County Commissioners  
*(Title) (Full Legal Name of Governing Board)*

of the above applicant that the foregoing is

- (1) a true and correct copy of the Resolution adopted by the vote of the majority of said board present at a duly-convened
- (2) meeting of the said board on the 29<sup>th</sup> day of December, 2016 at which a quorum was present.

**OR**  
(2) an executive action taken by me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

SIGNATURE: Allan Underdal  
*(Chairman of the Board (or) Administrative Officer)*

**AGENTS AUTHORIZED TO ACQUIRE SURPLUS PROPERTY AND THEIR SIGNATURES (required)**

TYPE OR PRINT NAME:	SIGNATURE	DEPARTMENT:
1. <u>Joe Pehan</u>	<u>Joe Pehan</u>	<u>Commissioners</u>
2. <u>Brian Krahn</u>	<u>Brian Krahn</u>	<u>Marias Medical Ctr Maintenance</u>
3. <u>Lloyd Omdahl</u>	<u>Lloyd Omdahl</u>	<u>Road</u>
4. <u>Robert Postma</u>	<u>Robert Postma</u>	<u>Road</u>
5. <u>Jim Ghekiere</u>	<u>Jim Ghekiere</u>	<u>Weed</u>
6. _____	_____	_____