

**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,  
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# COUNTY OF TOOLE

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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.**

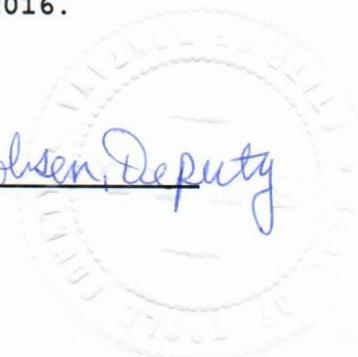
Allan Underdal  
Chair

Deb Brandon  
Commissioner

Joe Pehan  
Commissioner

ATTEST:

Paulette Jacobsen, Deputy  
Clerk & Recorder



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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.**

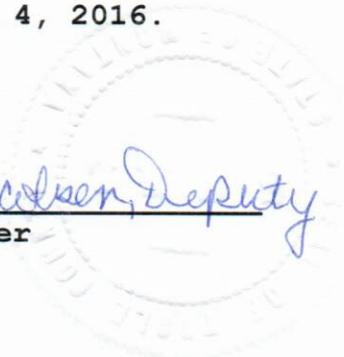
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Chair

Deb Brandon  
Commissioner

Joe Pehan  
Commissioner

ATTEST:

Poulette Jackson, Deputy  
Clerk & Recorder



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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**

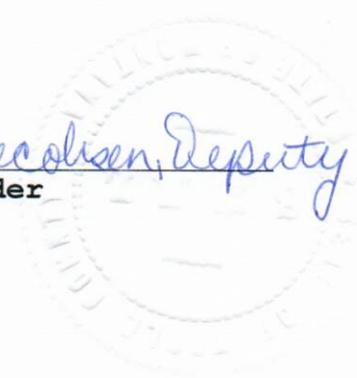
Allan Underdal  
Chair

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