

**SPECIAL SESSION OF THE MOWER COUNTY  
BOARD OF COMMISSIONERS**

April 5, 2005

The Mower County Board of Commissioners in and for the County of Mower, Minnesota, met in Special Session April 5, 2005 at 1:00 p.m. at the Courthouse in Austin, Minnesota.

All members present, viz:     Raymond Tucker, Chair  
  David Hillier  
  Dick Lang  
  Garry Ellingson  
  Richard Cummings  
  Craig Oscarson, County Coordinator

Margene Gunderson, Director of Community Health Services, was recognized as Employee of the Month.

Motion by Commissioner Lang, seconded by Commissioner Ellingson to approve the Mower County Public Health Respiratory Protection Program Policy and Procedure in compliance with OSHA's Respiratory Protection Standard 29 CFR 1919.134. Motion carried.

Motion by Commissioner Hillier, seconded by Commissioner Ellingson to approve the Minnesota Department of Health Grant Project Agreement for Community Health Boards Eliminating Health Disparities in the amount of \$2,065.00 effective May 1, 2005 until June 30, 2005. Motion carried.

At this time a Public Hearing was held in regard to CUP #677 of Tri-County Aggregate, Petitioner, and Lance Pogones, Robert and Kelly Collier and Eric and Tara Anderson, Owners, to operate a gravel pit and process aggregate material to create a pond on a portion of the above property.

Daryl Franklin, Environmental Services Director, reviewed the application and Planning Commission recommendations.

John Schulte V, Petitioner's representative spoke in favor of the permit. No one spoke against CUP #677.

The Board had a discussion on each lot having enough space for two septic systems as required.

Date: April 5, 2005

Res. #27a-05

**RESOLUTION**

On motion of Commissioner Lang, seconded by Commissioner Hillier, the following Resolution was passed and adopted by the Mower County Board of Commissioners at a meeting held April 5, 2005 at the Courthouse, Austin, Minnesota.

The Mower County Planning Commission having presented to the Mower County Board of Commissioners, Petition No. CUP #677 of Tri County Aggregate, Petitioner, and Lance Pogones, Turtle Creek Estates, Robert and Kelly Collier, and Eric and Tara Anderson, Owners, and to be issued pursuant to the Mower County Zoning Regulations for:

Operation of gravel pit and process aggregate material to create a pond on a portion of the property.

Location: A portion of lots 14, 15, 16, 17, 18 & 19, Block 2, Turtle Creek Estates, Section 5, Austin Township, T102N R18W, Mower County, Minnesota, PIN #02-850-0140 through #02-850-0190.

Notice having been duly given and a hearing held April 5, 2005, on said petition.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mower County Board accepts and adopts the findings of fact of the Mower County Planning Commission in the five required areas; and

**BE IT FURTHER RESOLVED**, that said petition is hereby approved, as recommended by the Mower County Planning Commission with conditions as follows:

1. A minimum of a \$5,000.00 Restoration Bond shall be posted with the Mower County Auditor.
2. Comply with Article IV Excavation of Earth Products of the Mower County Code.
3. Extraction of gravel and final pond shall be limited to area shown on Map B & C.
4. Must obtain NPDES storm-water permit which includes stormwater pollution prevention plan (SWPPP) and submit to Mower County Soil & Water Conservation District for review and approval.
5. No storage of equipment and fuel or refueling of equipment in the excavation site (pit).
6. Hours of operation shall be Monday – Friday, 7:00 a.m. to 8:00 p.m. and Saturday, 7:00 a.m. to 6:00 p.m.

This permit is in accordance with Section 14-51(i) of the Mower County Zoning Ordinance.

Passed and approved this 4<sup>th</sup> day of April, 2005.

Commissioner Hillier abstained from voting.

**THE MOWER COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Chair

By: \_\_\_\_\_  
Clerk/Coordinator

At this time a Public Hearing was held in regard to the request of Wallace Bustad, Petitioner, and Argus Nelson Properties, LLC & Wallace Bustad, Owners, for rezoning of property to Planned Unit Development (PUD) to allow platting of the property into a residential subdivision.

Daryl Franklin, Environmental Services Director, reviewed the application and the Planning Commission recommendations.

John Schulte V spoke in favor of the rezoning and reviewed changes made to the plan since the Planning Commission meeting. Eight people spoke in opposition to the rezoning request.

**Date: April 5, 2005**

**Res. #28-05**

**RESOLUTION**

On motion of Commissioner Hillier, seconded by Commissioner Cummings, the following Resolution was passed and adopted by the Mower County Board of Commissioners at a meeting held April 5, 2005 at the Courthouse, Austin, Minnesota.

The Mower County Planning Commission having presented to the Mower County Board of Commissioners, Request of Rezoning of Wallace Bustad, Petitioner, and Argus Nelson Properties, LLC and Wallace Bustad, Owners, and to be issued pursuant to the Mower County Zoning Regulations for:

Rezoning of Property to Planned Unit Development (PUD) to allow platting of property into a residential subdivision.

Location: N 44.44 Ac. E ½ NE ¼ Exc. N 4 Ac., Section 15, Austin Township, T102N R18W, Mower County, Minnesota, PIN #02-012-0390.

Notice having been duly given and a hearing held April 5, 2005, on said petition.

**NOW THEREFORE BE IT RESOLVED**, that said petition is hereby approved,

as recommended by the Mower County Planning Commission with conditions as follows:

1. Comply with Mower County Subdivision Ordinance.
2. Site evaluations will be conducted on the "primary" sewage treatment site for each lot. The site evaluations shall be submitted to the Mower County Environmental Services Department prior to selling any lots.
3. Easements as requested by local Utilities & others will be shown on plat.
4. All pipeline easements shall be delineated on plat.
5. No access for lots directly on 540<sup>th</sup> Avenue (CSAH #29).
6. Developer will pay all costs associated with roads and driveway installations including culverts and fill.
7. Developer will install road according to Township and County specifications.
8. Complete wetland inventory and evaluation, according to the 1987 Army Corps Of Engineers Wetland Delineation Manual of area and submit with preliminary plat to the Mower County Planning Department.
9. The platting must be completed by March 31, 2007, if not the Rezoning is void.
10. Petitioner must complete and submit an EAW on the subdivision to Mower County for review. If the EAW determines that an EIS is necessary, Petitioner must complete and submit to the County.
11. Comply with Minnesota Pollution Control Agency requirements for project development, including but not limited to general storm water permit for construction activity. Developer will be responsible for all costs.
12. Comply with State requirements in regard to wells.
13. Complete and submit NPDES Permit for subdivision.
14. Any costs for residential 911 signing for rural addressing of streets and homes shall be born by the developer.
15. All individuals purchasing a lot in the subdivision must sign a form entitled, "Rural and Agricultural Home Owners Assumption of Risk Assessment" and this must be on file with the Mower County Environmental Services Office and recorded in the Mower County Recorder's Office.
16. All homes shall be new construction.
17. Developer shall be responsible to cure any damage caused to County Road ditches from water outletted from the subdivision.
18. That there be dedication of an additional thirty-three (33) feet of right-of-way on the west side of the property.
19. A performance bond in the amount of \$20,000.00 be required to guarantee that the road and stormwater pond are completed according to the plans received.

This rezoning is in accordance with Division 11 of the Mower County Zoning Ordinance.

Passed and approved this 4<sup>th</sup> day of April, 2005.

**THE MOWER COUNTY BOARD OF COMMISSIONERS**

**By:** \_\_\_\_\_

Chair

By: \_\_\_\_\_  
Clerk/Coordinator

The Board recessed to County Ditch Board at 2:35 p.m. The Board reconvened to Special Session at 2:48 p.m.

At this time a discussion took place in regard to a request from Frankford Township to establish a moratorium on Planned Unit Developments. Rod Voigt was present representing Frankford Township.

The Chair turned the meeting over to Vice Chair Commissioner Hillier in order to make the following motions.

Motion by Commissioner Tucker, seconded by Commissioner Lang to request the Planning Commission to study rezoning of Sections 7 – 18 and the north half of Sections 19 – 24 in Frankford Township from Rural Management to Agricultural and for the Commission to provide any recommendations for change within ninety (90) days. Motion carried.

**Date: April 5, 2005**

**Res. #29-05**

### RESOLUTION

On motion of Commissioner Tucker, seconded by Commissioner Lang, the following Resolution was passed and adopted by the Mower County Board of Commissioners at a meeting held April 5, 2005 at the Courthouse, Austin, Minnesota.

WHEREAS, Mower County has received a request from Frankford Township to impose a one year moratorium on Planned Unit Developments for the purpose of studying proper development of housing in the township, and

WHEREAS, The Mower County Board of Commissioners have requested the Planning Commission to study a change of zoning in Frankford Township and to present its recommendation within ninety (90) days.

NOW, THEREFORE BE IT RESOLVED, that a one hundred eighty (180) day moratorium be established on the permitting of Planned Unit Developments in Sections 7-18 and the north half of Sections 19 – 24 in Frankford Township in order to provide sufficient time for the Planning Commission to study the issue of housing development in Frankford Township.

Passed and approved this 5<sup>th</sup> day of April, 2005.

**THE MOWER COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Chairperson

By: \_\_\_\_\_  
Clerk/Coordinator

Commissioner Tucker resumed Chair of the Board.

Motion by Commissioner Cummings, seconded by Commissioner Lang to approve an agreement with Deloitte Consulting LLP for actuarial consulting services pertaining to the actuarial liability for its post-retirement health care benefit plan. Motion carried.

Motion by Commissioner Lang, seconded by Commissioner Ellingson to amend the 2005 Jail budget in the amount of \$49,615.00 for software and require the software agreement to warranty or guarantee the product. Motion carried.

Motion by Commissioner Lang, seconded by Commissioner Cummings that the County cost for The Meadows Subdivision be from the Long Range Bridge Replacement designated funds. The estimated cost is \$25,000 and are for road improvements related to water flow. Commissioner Hillier abstained from voting. Motion carried.

Motion by Commissioner Hillier, seconded by Commissioner Ellingson to amend the minutes of March 1, 2005 and approve a 3.2% increase in the contract with Cedar Valley Services for curbside collection of recycling in the City of Austin. Said increase is due to the rising cost of fuel. Motion carried.

Motion by Commissioner Hillier, seconded by Commissioner Ellingson to amend the minutes of March 1, 2005 and approve a 3.2% increase in the contract with Iverson Hauling for rural collection due to increase fuel and insurance costs. Motion carried.

Motion by Commissioner Ellingson, seconded by Commissioner Lang to approve the minutes of March 22, 2005. Motion carried.

Motion by Commissioner Cummings, seconded by Commissioner Lang to approve the following miscellaneous bill for immediate payment:

Tri-Anim Health Services, Inc.        \$7,387.19

Motion carried.

**RESOLUTION**

On motion of Commissioner Ellingson, seconded by Commissioner Hillier, the following Resolution was unanimously passed and adopted by the Mower County Board of Commissioners at a meeting held April 5, 2005 at the Courthouse, Austin, Minnesota.

**WHEREAS** the Minnesota Division of Homeland Security and Emergency Management (HSEM) has mandated that in order to receive future state disaster assistance funds, the HSEM must first have approved an All Hazard Mitigation Plan submitted by each community, and

**WHEREAS** Mower County and the cities and townships within the county have developed the Mower County All Hazard Mitigation Plan in order to comply with this mandate, and

**WHEREAS** Mower County has submitted the All Hazard Mitigation Plan to the HSEM, and the HSEM has approved that Plan,

**NOW THEREFORE BE IT RESOLVED** that the Mower County Board of Commissioners does hereby adopt the Mower County All Hazard Mitigation Plan.

**AUTHORIZED** by the Mower County Board of Commissioners this 5th day of April, 2005.

**THE MOWER COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Chairperson

By: \_\_\_\_\_  
Clerk/Coordinator

**Date: April 5, 2005**

**Res. #31-05**

**RESOLUTION**

On motion of Commissioner Cummings, seconded by Commissioner Ellingson, the following Resolution was unanimously passed and adopted by the Mower County Board of Commissioners at a meeting held April 5, 2005 at the Courthouse, Austin, Minnesota.

**BE IT RESOLVED** by the County Board of Commissioners of Mower County, Minnesota (the "Sponsor"), as follows:

Section 1. Authorization and Findings.

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

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

1.03. The Sponsor intends to make loans in amounts which will require the Sponsor to issue the Note in an aggregate principal amount not exceeding \$100,000, but recognizes that the MPCA Agreement referred to in Section 1.02 hereof permits the Sponsor to draw up to \$40,000 on the Note at this time. The remaining \$60,000 (or so much thereof as may be required) principal amount of the Note may be drawn only when the Sponsor and the MPCA have executed a new or amended MPCA Agreement permitting additional amounts to be drawn on the Note.

1.04. The execution and delivery of the MPCA Agreement, the form of which is attached hereto as Exhibit A, is, in all respects, hereby authorized, approved and confirmed, and the Chairperson and County Auditor are hereby authorized and directed to execute and deliver the MPCA Agreement in the form and content attached hereto as Exhibit A, with such changes as the Sponsor's Attorney deems appropriate and approves, for and on behalf of the Sponsor. The Chairperson and County Auditor are hereby further authorized and directed to implement and perform the covenants and obligations of the Sponsor as set forth in or required by the MPCA Agreement.

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

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

Section 2. The Note.

2.01. The Sponsor has determined that it is necessary and expedient that the Sponsor issue at this time a Note to be designated "General Obligation Note (MPCA) (South Branch Root River Watershed Fecal Coliform Bacteria Reduction Project), Series 2005" (the "Note") to provide moneys to lend to Eligible Participants or Eligible Lenders through the Project Loan Agreements from time to time as the Sponsor shall determine. Pursuant to the Project Loan Agreements, Eligible Participants are required to use the proceeds of the Loan for costs of projects permitted under the MPCA Agreement, and the Eligible Lenders are obligated to use the proceeds of the Lender Loans to make loans to Eligible Participants, as defined in the Project Loan Agreements. The Note shall be substantially in the form attached hereto as Exhibit B; the aggregate principal amount of the Note shall not exceed \$100,000; provided that only \$40,000 may be drawn under the Note until authorized by a new or amended MPCA Agreement. The principal balance of the Note from time to time shall be an amount equal to the aggregate of all MPCA Loan advances theretofore made under the MPCA Agreement, less the amount of any principal repayments or redemptions theretofore made under Sections 2.02 or 2.03 hereof. If the full amount of the MPCA Loan has not been advanced under the MPCA Agreement by June 15, 2008, or such later date as may be provided in a new or amended MPCA Agreement, the MPCA shall, under the provisions of the MPCA Agreement, reduce the principal amount of the MPCA Loan to an amount equal to the total loan amount then and theretofore advanced, and shall prepare and provide to the Sponsor revised Repayment Schedules for the MPCA Loan. Upon such action by the MPCA, the aggregate principal amount of the Note shall be limited to the principal amount of the corresponding MPCA Loan, and the revised Repayment Schedules shall be deemed to have replaced and superseded the payment schedule of the Note set forth in Section 2.02(c).

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

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

the rate of 4% per annum, commencing on the day following the date on which such payment was due and continuing until the date on which payment in full thereof is actually received by the MPCA.

(c) The principal balance of the Note, plus the interest which has accrued on the Note at an interest rate of 2% per annum shall be payable in semiannual installments of \$2,305.28 each, payable on June 15 and December 15 in each year, commencing June 15, 2008 (the "Note Payment Dates"). If the Sponsor satisfies the conditions specified in Sections 1.03 and 2.01, and draws amounts in excess of \$40,000 on the MPCA Loan, the schedule and amounts of the semi-annual installments shall be amended as provided in the new or amended MPCA Agreement. Interest, if any, which has accrued on the Note at a rate in excess of 2% per annum shall be payable on each Note Payment Date in addition to the regularly scheduled payment of principal and interest on the Note.

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

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

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

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

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

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

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

Section 5. Funds and Accounts.

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

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

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

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

5.03. For the prompt and full payment of the principal of and interest, if any, on the Note as such payments respectively become due, the full faith, credit and unlimited taxing powers of the Sponsor shall be and are hereby irrevocably pledged. It is, however, presently estimated that the revenues appropriated pursuant to Section 5.02 hereof will provide sums not less than 5% in excess of principal and interest on the Note when due, and therefore no tax levy is presently required.

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

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

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

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

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

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

(ii) a schedule of remaining payments and the principal balance of the Note outstanding at the end of such year, together with a statement of the amounts paid, redeemed and advanced during such year.

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

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

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

Section 7. Certification of Proceedings.

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

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

Adopted: April 5, 2005.

**THE MOWER COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
**Chairperson**

By: \_\_\_\_\_  
**Clerk/Coordinator**

Motion by Commissioner Lang, seconded by Commissioner Hillier to authorize the Human Services Director to sign a letter of support to SEMCAC in regard to the Food Stamp Program Participation Grant. Motion carried.

Motion by Commissioner Cummings, seconded by Commissioner Ellingson to change the date for receiving and opening bids in regard to the Mower County Transit Building from April 12, 2005 to April 29, 2005. Motion carried.

Motion by Commissioner Lang, seconded by Commissioner Cummings to approve the request of Tracy and Heatherly Schmit for a Refund of Taxes Paid for taxes payable in 2004 in regard to parcel number 16-018-0082 in the amount of \$262.00. The amount of taxes paid was incorrect due to the property being coded incorrectly. Motion carried.

At this time Harold Reed, Austin Resident, met with the Board to discuss concerns with Human Services employees. Commissioner Cummings previously received a letter from Mr. Reed and will forward the letter to the appropriate supervisor at Human Services.

Motion by Commissioner Lang, seconded by Commissioner Ellingson to adjourn the meeting at 3:45 p.m. until April 12, 2005 at 8:30 a.m. Motion carried.

**THE MOWER COUNTY BOARD OF COMMISSIONERS**

**BY:** \_\_\_\_\_  
**Chairperson**

**Attest:**  
**By:** \_\_\_\_\_  
**Clerk/Coordinator**

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