



The City Council of the City of St. Charles welcomes you to its Regular Meeting of Tuesday, April 9, 2019 at 6:00 p.m. at 830 Whitewater Avenue, City Council Chambers, St. Charles, Minnesota.

ITEM	ACTION REQUESTED
1. Call to Order	
2. Pledge of Allegiance	
3. April 9, 2019 Agenda	APPROVE
4. Meeting Minutes -March 12, 2019	APPROVE
5. April Payables	APPROVE
6. Notices and Communications (if applicable)	INFORMATION
7. Reports of Boards and Committees:	INFORMATION
7a. Administrator's Report, Nick Koverman	
7b. Public Works Superintendent Report, Kyle Karger	
7c. Chief of Police Report, Ken Frank (TBD)	
7d. Library Board Report, David Kramer	
7e. EDA Report, Wayne Getz	
7f. Planning and Zoning, David Kramer	
7f. Park Board, Dave Braun	
7g. School Board, Craig Hilmer	
8. Farm to Table Update/Request	APPROVE
9. Resolution #13-2019 Sale of GO Bonds – Mike Bubany	APPROVE
10. Resolution #14-2019 Amending the Established Interfund Loan	APPROVE
11. MOU with HK Development Extension	APPROVE
12. Resolution #11-2019 Amending CUP-Mueller	APPROVE
13. Resolution #12-2019 One-Day 3.2 Liquor License-St. Charles Borromeo	APPROVE
14. Petition and Waiver Agreement-Amundson	APPROVE
15. Archive Social Service	APPROVE
16. Gladiolus Days Pageant Rules	APPROVE
17. Veteran's Memorial Land Agreement	DISCUSS
18. LMCIT Liability Limit Waiver	APPROVE

UNSCHEDULED PUBLIC APPEARANCES: Members of the audience may address any item not on the agenda. State Statute prohibits the City Council from discussing an item that is not on the agenda, but the City Council does listen to your concerns and has staff follow up on any questions you raise.



**MEMORANDUM for the CITY COUNCIL of St. Charles for
Tuesday, April 9, 2019**

- 8. Farm To Table Update/Request.** Enclosed is a request from Farm to Table as they look to organization a summer schedule of events for the green space for consideration.
- 9. Resolution #13-2019 Sale of GO Refunding Bonds – Mike Bubany.** Mike Bubany of David Drown & Associates will be present to review and answer any questions regarding the proposed refunding of GO Bonds which represent a deemed savings of just over \$66,000.
- 10. Resolution #14-2019 Amending the Established Interfund Loan.** Included for consideration is an amended resolution for the established interfund loan for the I-90 Development Project.
- 11. Memorandum of Understanding with HK Development Extension.** A proposed 60-day extension was reviewed and approved by the EDA as an attached Letter of Interest from an interested party to construct a hotel project is being considered.
- 12. Resolution #11-2019 Amending CUP-Mueller.** Enclosed is a resolution recommended for approval by the Planning & Zoning Commission of an amended Conditional Use Permit to John Mueller for an attached single family residence.
- 13. Resolution #12-2019 One-Day Liquor License-Borromeo Catholic Church.** Please find the attached resolution for the requested liquor license.
- 14. Petition and Waiver Agreement.** A signed petition and waiver agreement was received from a petitioner at 1242 Richland Avenue for the removal and assessment of trees. Staff recommendation is to approve the agreement.
- 15. Archive Social Service.** Information is included outlining Archive Social that has proposed to manage proper archiving and storage of all City social media platforms.
- 16. Gladiolus Days Pageant Rules.** Enclosed for consideration are Gladiolus Days Pageant rules as reviewed and recommended for approval by the Park Board. The rules were reviewed after the pageant coordinators reviewed other rules from area communities and recommended we adopt the changes.
- 17. Veteran's Memorial Land Agreement.** The Memorial Committee has requested consideration of a land/lease or license agreement for the proposed space to memorialize the city's partnership with the memorial. A brief discussion was held with Chris Hood from Flaherty & Hood and he would recommend a license agreement that would allow the continued use of that area as a memorial, but allow the city to retain ownership if the use changes.
- 18. LMCIT Liability Limit Waiver.** The annual form from the League of Minnesota Cities Trust is recommended for approval as the City DOES NOT WAIVE its limits.

**MINUTES of the ST. CHARLES CITY COUNCIL
for Tuesday, March 12, 2019 held at 6:00 p.m. at
830 Whitewater Avenue,
St. Charles, Minnesota**

MEMBERS PRESENT:

Councilmen:
Mayor John Schaber
Dave Braun
Craig Hilmer
Wayne Getz
David Kramer

STAFF PRESENT: Park and Rec Director Rick Schaber, and Nick Koverman (City Administrator).

OTHERS IN ATTENDANCE: Steve Jacob (County Commissioner), Joe Plummer (Franklin Energy), Jamie Rothe (Destination Medical Center) and Jill Veerkamp (St. Charles Press).

1. ESTABLISH QUORUM/CALL TO ORDER

Quorum was established with Mayor Schaber calling the meeting to order at 6:00 p.m.

2. PLEDGE of ALLEGIANCE

3. APPROVAL of the AGENDA

Motion to approve the agenda with the deletion of item 14). #10-2019 Refunding of Bonds, 15). March 26 Council Meeting.

Motion to approve: **Dave Braun**

No discussion.

Motion carried.

4. Meeting Minutes

February 12, 2019

Motion to approve: **Wayne Getz**

No further discussion.

Motion declared carried.

February 26, 2019

Motion to approve: **David Kramer**

No further discussion.

Motion declared carried.

5. March Payables. No questions were asked.

Motion to approve: **Craig Hilmer**

No discussion.

Motion declared carried.

6. Notices and communications: Admin. Koverman highlighted a June training for Councilmembers with respect to roles and responsibilities of councilmembers during disaster situations. This will be the first training in the area that would benefit the Council. In addition, Project Fine will be hosting a Welcoming Table event on Tuesday, March 26th. at 5 p.m. at the Catholic Church.

7. Reports of Boards and Committee:

Various reports were given by staff and Council.

8. Winona County Board Update-Commissioner Steve Jacob. Commissioner Jacob provided updates on various issues included: frac sand law suit, Daley Farm variance, the Winona County jail committee, the

Resource Center and Library funding through Winona County. After all of the updates, he asked if there were any questions. Clm. Braun asked for clarification on the housing cost of inmates. He relayed that while it cost \$110/night, one jail was accepting \$55 as outlined by the State. When asked why they would accept \$55, it was relayed that it is \$55 less they are losing and they are required to provide a staff minimum anyway. He said that at that rate, if a new jail lasted 20 years, it would be revenue neutral, but if it went longer, then the County would save money. Everyone thanked him for his time.

9. 2018 CIP Plan Review. Joe Plummer from Franklin Energy was present to give an overview of the 2018 Conversation Improvement plan review. Plummer reviewed the program impacts and highlighted that a total of 543,323 kWh was saved this year through the four main programs offered. He outlined that the savings in 2018 reached 2.5 percent which was one percent over the 1.5 percent goal. He outlined the dollars spent on the program as well as some of the projects and recipients. Admin. Koverman relayed that after contacting the Public Utilities Commission, we learned that the excess savings could be used in a future year should we not make the 1.5 percent goal. Clm. Kramer suggested working closely with the vendors/contractors to help promote the program and Plummer relayed that many vendors are very familiar with the program offerings, but that we can always do more to promote our services. No other questions were asked.

10. Destination Medical Center Update. Jamie Rothe of the Destination Medical Center provided information on the goals and priorities of Destination Medical Center. She provided highlights of the accomplishments to date and relayed some of the anticipated projects and possible partnerships that may become more prominent in the future. A few concerns of parking and transportation along with housing were shared with Rothe. No other questions were asked.

11. Park & Rec Summer Job Posting Advertisement. List the of summer jobs were presented. A motion was made to approve the list as presented.

Motion to approve: **Dave Braun**

No further discussion.

Motion carried.

12. Resolution #12-2019 Awarding 2019 Sanitary Sewer Lining Project. Admin. Koverman relayed the review by WHKS for the 2019 Sanitary Sewer Lining project. He reported that the proposal and recommendation was to award the contract to Visu-Sewer for \$55,870.00. No other questions were asked.

Motion to approve: **Wayne Getz**

No further discussion.

Motion carried.

13. Resolution #09-2019 Establishing an Interfund Loan for Land Acquisition. Admin. Koverman presented the resolution that requested an interfund loan for the Thoreson land acquisition for \$575,000.00. Proceeds from the land sale to Danmar Properties for the car dealership would be utilized for \$300,000.00, while the difference would be taken from the General Fund reserves as a short-term loan until December 31, 2019. The loan would be repaid after the closing of the Love's purchase agreement at which time the fund would be made whole with the anticipated \$683,000.00 from the closing. No other discussion was held and a motion was made to approve the resolution as presented.

Motion to approve: **David Kramer**

No discussion.

Motion carried.

14. #10-2019 Refunding of 2011A Bonds. Admin. Koverman presented information provided by Mike Bubany of David Drown and Associates that requested the authorization to investigate the potential refunding of the 2011A bonds. After any fees are paid, Bubany anticipates a savings of approximately \$58,000 over the remaining life of the bond. If the refinance does not go as anticipated, there would be no cost to the city. A motion was made to approve the resolution as presented.

Motion to approve: **Dave Braun**

No further discussion.

Motion carried.

15. March 26, 2019 Council meeting. Mayor Schaber relayed that at this time there were no agenda items and through discussion it was understood that several councilmembers would be gone. It was agreed to cancel the March 26, 2019 meeting and a motion was made as such.

Motion to approve: **Wayne Getz**

No further discussion.

Motion declared carried.

UNSCHEDULED PUBLIC APPEARANCES

None.

Motion to adjourn at 6:52 p.m.

Motion to approve: **Wayne Getz**

Motion declared carried.

John P. Schaber, Mayor

ATTEST

Nick Koverman, City Administrator

City of St. Charles

2019 City Wide Clean Up – Drop Off

NO CURBSIDE PICK-UP

Saturday, May 18th 8:00 a.m. to 12:00 p.m.

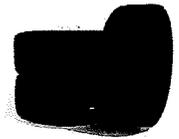
No materials will be accepted after 12:00 p.m.

City Shop/Compost Site - 200 Northwoods Drive

All residents are required to bring a drivers license to ensure they are a City of St. Charles – Residential Utility Customer

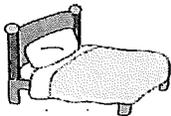
Tire Disposal – Up to 20 car/pickup/ATV/bike tires per household (OFF the rims) ONLY.

(ABSOLUTELY NO TRACTOR OR SEMI TIRES)



Household Drop Off – Advanced Disposal Services will be providing household items disposal for all City of St. Charles residential utility customers at the Compost Site ONLY.

There will be **NO** curbside pick-up.



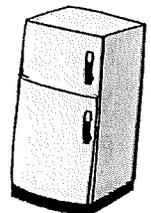
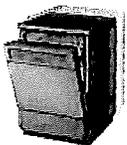
NOTE: No building or construction material, electronics (TVs/computers), large exercise equipment (treadmills), hazardous material, regular garbage or recyclables will be accepted.

Appliance Drop Off @ Timm's Auto Salvage

Where: 936 West 12th Street, St. Charles

When: May 13th – May 17th (8:00 a.m. – 4:30 p.m.)

and Saturday, May 18th (8:00 a.m. – 12:00 p.m.)



Timm's Auto Salvage will accept appliances; recycling rebates will be available from the City on the following: \$35.00 rebate – Refrigerator (13 cu.

ft. +) or Chest Freezer (6 cu. ft.+)

\$15.00 rebate – Dehumidifier or Window Air-Conditioning Units

These appliances must be running.



City Administrator's Report—March 2019

March 7—Director Karger and I met with Ziegler CAT to discuss the service warranties and maintenance programs that are coming up for renewal at the end of 2019 and the beginning of 2020. More information will be discussed at a later date.

Met with HBC to discuss various technology safety options for the community.

March 13—Held a conference call with Archive Social to discuss City's options with respect to Social Media platforms and the collection of data. Relayed will touch base with several references to ascertain if service is valuable and necessary.

March 15-Held closing for land acquisition with Thoreson.

March 13-15 –Worked closely with Director Karger on flood mitigation strategies during the warm up and snow melt.

March 19-22—Attended the Minnesota Clerks and Finance Officers Association conference with Admin. Assistant Dusty. One of the main pieces learned during the conference was the announcement of a presidential primary that will be held in March of 2020. The Secretary of State presented the information to the group and is hoping for support legislation to make various changes.

March 26-Shawn Elsbury and I met with a Merchants Bank representative to listen to a new service to be considered by the City.

Attended the Project Fine Welcoming table event hosted at the St. Charles Borromeo Catholic Church.

March 27-Attended the Admin. Group meeting in Chatfield.

Public Works Report – March 2019

- Hauling snow piles around town to fairgrounds, working on Whispering Hills frozen water tower; dropped off pickup at Sugar Loaf Ford for warranty work; plowing back snow drift and sanding streets; cleaned equipment after plowing and picked up new trash pump house.
- Cleaned catch basins for two weeks getting ready for big melt; got big snow melt and cleaned culverts and ditches in problem areas to prevent flooding; closed roads down on north end of town for one night; replenished sidewalk salt supply and added rock to gravel roads and alleys where frost was heavy mud.
- Contacted Fritzgerald Excavating about a project; ordered parts for freightliner plow truck; climbed pole for street light replacement; put away electrical inventory; cleaned out lean too for skid loader and attachments; received 50 ton of salt and 100 ton of sand to replenish road salt supply; cleaned out power plant storage area.
- Delivered paint, batteries and chemicals to Winona recycling; cleaned Northern trail to water tower; worked with MMUA safety instructor on paper work and filing; worked on truck maintenance; sanded and painted loader door; pushed and broomed flood material at City Park; searched for missing woman at request from Police Department; ran power plant for monthly test; rubber goods testing.
- Moved Ambulance calendars to fire hall; monthly substation and power plant reports; killed power for gas leak at Grain Handlers; checked well; cleaned snow out of substation; washed equipment; disconnect and reconnect power at 267 West 15th; removed and replaced street light on main street that was history; unplugged and repaired drain leaking into Library; cleaned drain/sand trap at City Shop.
- Installed new temporary electric meter; installed sewer plug north of South fork in sewer line; repaired street lights; Kyle and Kris went on a 3 day sewer collections school; MMUA safety meeting; worked on East 14th and Whitewater three phase riser

replacement; checked locates, John Deere 1445 maintenance; gas and underground locating meeting; checked meter readings on solar installations in town.

- Removed hanging branch off of a tree on Bluff Avenue; repaired City traffic lights; locator maintenance; filled out repair list for billing; filing and organized office; ordered new electrical material; checked on damaged secondary pedestal; checked on updated PCB inventory and transformer records; replaced damaged pedestal; replaced broken pole on West 20th Street.
- Performed pot hole patching; grade Park Road; put trench box away; cleaned storage yard and hauled scrape to Junk yard; picked up new doors and drawer fronts for sewer center replacement; repaired motor grader; replaced filters and oil on sweeper and grader; replaced broom on sweeper; sharpened chain saw blades.
- Delivered slips for City Hall; replaced pump at South fork lift station; replaced pressure gauges on three pressure relief valves; took water samples; replaced water meters; read electric and water meters over town; met with water tower USA to discuss plan to stop tower freezing issue; hauled scrape wire to salvage yard; worked on lowering curbs tops; met with crew and job boss on solar project for updates and asked when the City would install the three phase power.

Sincerely,
Kyle Karger
Public Works Director

City of St. Charles
Economic Development Authority
Regular Meeting
Minutes
April 5, 2019

1. Meeting was called to order at 7:01am at City Hall. Present were: Mayor John Schaber, Wayne Getz, Mark Linderbaum, Jim Allen, Dan Pearson, EDA Coordinator Cris Gastner, and City Administrator Nick Koverman

2. **Minutes**
 - a. Minutes from the meeting on 2-22-19 were reviewed and approved

3. **Financials**
 - a. Financial report was reviewed and approved

4. **Business Items:**
 - a. Letter of Intent / Memo of Understanding Extension
Gastner and Koverman presented a non-binding letter from DesignWise, a hospitality development firm, expressing intent to develop a hotel and stand-alone restaurant facility in Chattanooga Innovation Park in conjunction with HK Hospitality whom the EDA has been in discussion with. With this letter, HK is requesting a 60 day extension to the Memorandum of Understanding they have signed with the City. A motion was made by Linderbaum and Seconded by Allen to recommend granting the extension to City Council. All Ayes. Motion Carried

 - b. Revolving Loan Update
Gastner updated the Board on the revolving loan application reviewed at the previous meeting. Collateral position has been worked out and the loan closed early last week.

 - c. Updates
Koverman and Gastner updated the Board on the progress of several ongoing projects.

Meeting was adjourned.

Planning and Zoning Commission
Thursday, February 7, 2019
7:00 P.M.
City Council Chambers
Minutes

MEMBERS PRESENT:

David Kramer
J.D. Purl
Wayne Getz
Terry Jones
Tim Jones

MEMBERS ABSENT:

Jerel Mockenhaupt

STAFF PRESENT:

City Administrator Nick Koverman.

OTHERS IN ATTENDANCE: John Mueller and Cindy Nelson

ESTABLISH QUORUM/CALL TO ORDER

Quorum was established with Tim Jones calling the meeting to order at 7:00 p.m.

APPROVAL of AGENDA:

Motion to approve: **Terry Jones**

Seconded by: **J.D. Purl**

No further discussion.

Motion declared carried

APPROVAL of MINUTES-February 7, 2019

Motion to approve: **David Kramer**

Seconded by: **Wayne Getz**

No further discussion.

Motion declared carried

BUSINESS ITEMS:

4a. Public Hearing--Amend Conditional Use Permit--Mueller A motion to open the public hearing at 7:01 p.m.

Motion to approve: **Wayne Getz**

Seconded by: **J.D. Purl**

No further discussion.

Motion carried.

John Mueller of 3801 180th Street NE outlined his plan for a proposed 30X30 structure but indicated it might be 40X40. He relayed he wasn't sure between a one story or two story addition. Koverman relayed he would need to build it to MN building code standards. He relayed that he received a CUP in 2017 for a detached home, but that due to cost and change of life, it necessitated the reason for the changed request. Koverman relayed that after reviewing the proposal with Andy Masterpole, that both agreed the request should still receive a favorable recommendation and he outlined the Findings as:

1. The conditional use will not be detrimental to the health, safety, morals, comfort, convenience or welfare of the persons residing or working in the neighborhood, because the subject proposal will align itself with the general character of the neighborhood.
2. The request will not be detrimental to the public welfare or to property or improvements in the neighborhood because it will support and encourage a similar type of housing.

3. Similar structures and uses already exist in the C-2 District and are a benefit to the community while meeting the zoning standards of the C-2 District.
4. It meets the goals of the Comprehensive Plan to encourage infill of existing lots while adding tax base.

No other questions were asked and a motion to close the public hearing was moved at 7:12 p.m.

Motion to approve: **Wayne Getz**

Seconded by: **David Kramer**

No further discussion.

Motion carried.

4b. Resolution #11-2019 Amended CUP-Mueller

A motion was made to approve the resolution as recommended along with the proposed Findings of Fact, noting that the petitioner may be upsizing the proposed dimensions of the plan.

Motion to approve: **David Kramer**

Seconded by: **Terry Jones**

No further discussion.

Motion carried.

Koverman provided brief updates on the various projects within the City.

Motion to adjourn at 7:29 p.m.: **David Kramer**

Seconded by: **J.D. Purl**

No further discussion.

Motion carried.

CITY COUNCIL APRIL 9th

- Farm to Table event Sept. 21- street closure request
- Farm to Family Sept. 22- Lions Club - City Hall open for bathrooms or request for City to provide portables and hand washing stations
- Request to display banner on Main Street
- W.O.W- What's on Wednesdays- This will be an event in collaboration with the Chamber of Commerce. Tentative event dates of June 5, June 19, July 3, July 17, August 7 and August 21. We will invite food vendors/trucks, area clubs/organizations, etc and offer music, movies, games, activities. The goal of this event is to draw community members together and highlight the vision of the City Hall Park. Request for picnic tables, portables, hand washing station.
- Update on deck. Current funds. Funds required. Fundraising ideas- the display board. Permit.

**EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE
CITY OF ST. CHARLES, MINNESOTA**

HELD: APRIL 9, 2019

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of St. Charles, Winona County, Minnesota, was duly held at City Hall on April 9, 2019, at 7:00 P.M., for the purpose, in part, of authorizing the issuance and awarding the sale of \$1,460,000 General Obligation Refunding Bonds, Series 2019A.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.13-2019

**RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF
\$1,460,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019A,
PLEDGING FOR THE SECURITY THEREOF SPECIAL ASSESSMENTS, TAX
ABATEMENTS, AND LEVYING A TAX FOR THE PAYMENT THEREOF**

A. WHEREAS, the City Council of the City of St. Charles, Minnesota (the "Issuer"), has heretofore determined and declared that it is necessary and expedient to issue \$1,460,000 General Obligation Refunding Bonds, Series 2019A (the "Bonds" or individually, a "Bond"), pursuant to Minnesota Statutes, Chapter 475, to provide moneys to current refund the Issuer's \$3,580,000 original principal amount of General Obligation Improvement and Refunding Bonds, Series 2011A, dated August 1, 2011 (the "Prior Bonds"); and

B. WHEREAS, the Prior Bonds are callable on February 1, 2019, and any date thereafter, at a price of par plus accrued interest, as provided in Resolution No. 26-2011 adopted by the City Council on July 26, 2011 (the "Prior Resolution"), authorizing the issuance of the Prior Bonds; and

C. WHEREAS, the current refunding on May 15, 2019 (the "Call Date") of \$1,430,000 aggregate principal amount of the Prior Bonds maturing on and after February 1, 2020 (the "Refunded Bonds") is consistent with covenants made with the holders thereof, and is necessary and desirable for the reduction of debt service cost to the Issuer; and

D. WHEREAS, the Issuer has retained David Drown Associates, Inc., in Minneapolis, Minnesota, as its independent municipal advisor for the sale of the Bonds and was therefore authorized to sell the Bonds by private negotiation in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and

E. WHEREAS, it is in the best interests of the Issuer that the Bonds be issued in book-entry form as hereinafter provided; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Charles, Minnesota, as follows:

1. Acceptance of Offer. The offer of Northland Securities, Inc. (the "Purchaser"), to purchase the Bonds of the Issuer, in accordance with the terms and at the rates of interest hereinafter set forth, and to pay therefor the sum of \$1,460,000, plus interest accrued to settlement, is hereby accepted.

2. Bond Terms.

(a) Original Issue Date; Denominations; Maturities; Term Bond Option. The Bonds shall be dated May 15, 2019, as the date of original issue, shall be issued forthwith on or after such date in fully registered form, shall be numbered from R-1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity (the "Authorized Denominations") and shall mature on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2020	\$ 230,000	2025	\$ 90,000	2029	\$ 95,000
2021	225,000	2026	85,000	2030	100,000
2022	80,000	2027	90,000	2031	100,000
2023	80,000	2028	95,000	2032	105,000
2024	85,000				

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

(b) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:

(i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraphs 5 and 10, Authorized Denominations

for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.

(ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar (as hereinafter defined) in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").

(iii) With respect to the Bonds neither the City nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the Issuer, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the Issuer may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

(iv) The Issuer and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to the Holder or the Holders of the Bonds as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

(v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 10 hereof, references to the Nominee hereunder shall refer to such new Nominee.

(vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all

notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or Issuer, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

(vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.

(viii) In connection with any notice or other communication to be provided to the Holders pursuant to this resolution by the Issuer or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the Issuer or the Bond Registrar may establish a special record date for such consent or other action. The Issuer or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(ix) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.

(c) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:

(i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Issuer and discharging its responsibilities with respect thereto under applicable law. The Issuer may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the Issuer or the Beneficial Owners.

(ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the Issuer, is willing and able to assume such functions upon reasonable or customary terms, or if the Issuer determines that it is in the best interests of the Issuer or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of

the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 11 hereof. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10 hereof, the Bonds will be delivered to the Beneficial Owners.

(iii) Nothing in this subparagraph (c) shall limit or restrict the provisions of paragraph 10 hereof.

(d) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Allocation. The aggregate principal amount of \$1,165,000 maturing in each of the years and amounts hereinafter set forth are issued to refund the Improvement Portion of the Prior Bonds (the "Improvement Portion"). The aggregate principal amount of \$295,000 maturing in each of the years and amounts hereinafter set forth are issued to refund the Refunding Portion of the Prior Bonds (the "Street Reconstruction/Tax Abatement Portion"):

<u>Year</u>	<u>Improvement Portion</u>	<u>Street Reconstruction/ Tax Abatement Portion</u>	<u>Total</u>
2020	\$ 85,000	\$ 145,000	\$ 230,000
2021	75,000	150,000	225,000
2022	80,000	0	80,000
2023	80,000	0	80,000
2024	85,000	0	85,000
2025	90,000	0	90,000
2026	85,000	0	85,000
2027	90,000	0	90,000
2028	95,000	0	95,000
2029	95,000	0	95,000
2030	100,000	0	100,000
2031	100,000	0	100,000
2032	105,000	0	105,000

If Bonds are prepaid, the prepayments shall be allocated to the portions of debt service (and hence allocated to the payment of Bonds treated as relating to a particular portion of debt service) as provided in this paragraph. If the source of prepayment is the general fund of the Issuer, or other generally available source, the prepayment may be allocated to any of the portions of debt service in such amounts as the Issuer shall determine. If the source of a prepayment is special assessments or taxes pledged to the Improvement Portion of the Prior Bonds, the prepayment shall be allocated to the debt service of the Improvement Portion. If the source of a prepayment is tax abatements pledged to the Refunding Portion of the Prior Bonds,

the prepayment shall be allocated to the debt service of the Street Reconstruction/Tax Abatement Portion.

4. Purpose; Refunding Findings. The Bonds shall provide funds for a current refunding of the Refunded Bonds (the "Refunding"). It is hereby found, determined, and declared that the Refunding is pursuant to Minnesota Statutes, Section 475.67, and shall result in a reduction of debt service cost to the Issuer.

5. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2020, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2020	4.000%	2025	2.300%	2029	3.000%
2021	4.000	2026	2.300	2030	3.000
2022	2.100	2027	3.000	2031	3.000
2023	2.100	2028	3.000	2032	3.000
2024	2.300				

6. Redemption. All Bonds maturing on February 1, 2028, and thereafter, shall be subject to redemption and prepayment at the option of the Issuer on February 1, 2027, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part. If redemption is in part, the selection of the amounts and maturities of the Bonds to be prepaid shall be at the discretion of the Issuer. If only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the Bond Registrar and to each affected registered holder of the Bonds at least thirty (30) days prior to the date fixed for redemption.

To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar prior to giving notice of redemption shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds

having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

7. Bond Registrar. Northland Trust Services, Inc., in Minneapolis, Minnesota is appointed to act as bond registrar and paying agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the Issuer and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12.

8. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
WINONA COUNTY
CITY OF ST. CHARLES

R- _____

\$ _____

GENERAL OBLIGATION REFUNDING BOND, SERIES 2019A

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
_____ %	February 1, 20__	May 15, 2019	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF ST. CHARLES, WINONA COUNTY, MINNESOTA (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, unless called for earlier redemption, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2020, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at Northland Trust Services, Inc., in Minneapolis, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in Letter of Representations, as defined in the Resolution, and surrender of this

Bond shall not be required for payment of the redemption price upon a partial redemption of this Bond. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

Optional Redemption. All Bonds of this issue (the "Bonds") maturing on February 1, 2028, and thereafter, shall be subject to redemption and prepayment at the option of the Issuer on February 1, 2027, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the selection of the amounts and maturities of the Bonds to be prepaid shall be at the discretion of the Issuer; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected Holder of the Bonds at least thirty (30) days prior to the date fixed for redemption.

Prior to the date on which any Bond or Bonds are directed by the Issuer to be redeemed in advance of maturity, the Issuer will cause notice of the call thereof for redemption identifying the Bonds to be redeemed to be mailed to the Bond Registrar and all Bondholders, at the addresses shown on the Bond Register. All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited.

Selection of Bonds for Redemption; Partial Redemption. To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of the Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$1,460,000, all of like date of original issue and tenor, except as to number, maturity, interest rate, denomination and redemption privilege, issued pursuant to and in full conformity with the City Charter, the Constitution, and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on April 9, 2019 (the "Resolution"), for the purpose of

providing money to current refund the Issuer's outstanding General Obligation Improvement and Refunding Bonds, Series 2011A.

This Bond is payable out of the General Obligation Refunding Bonds, Series 2019A Fund of the Issuer. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Bonds are issuable solely in fully registered form in Authorized Denominations (as defined in the Resolution) and are exchangeable for fully registered Bonds of other Authorized Denominations in equal aggregate principal amounts at the office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or by the Holder's attorney duly authorized in writing at the office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an Authorized Denomination or Denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

Qualified Tax-Exempt Obligation. This Bond has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the City Charter, the Constitution, and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; that the Issuer has covenanted and agreed with the Holders of the Bonds that it will levy a direct, annual, irrevocable ad valorem tax upon all of the taxable property of the Issuer, without limitation as to rate or amount, for the years and in amounts sufficient to pay the principal and interest on the Bonds as they respectively become due, if any sums irrevocably appropriated to the Debt Service Account are insufficient therefor; and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional, charter or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of St. Charles, Winona County, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and its City Administrator.

Date of Registration:

Registrable by: Northland Trust Services, Inc.

Payable at: Northland Trust Services, Inc.

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

CITY OF ST. CHARLES,
WINONA COUNTY, MINNESOTA

This Bond is one of the
Bonds described in the
Resolution mentioned
within.

/s/ Facsimile
Mayor

Northland Trust Services, Inc.,
Minneapolis, Minnesota,
Bond Registrar

/s/ Facsimile
City Administrator

By: _____
Authorized Signature

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship
and not as tenants in common
UTMA - _____ as custodian for _____
(Cust) (Minor)
under the _____ Uniform Transfers to Minors Act
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed: _____

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: _____

(Include information for all joint owners if the Bond is held by joint account.)

9. Execution. The Bonds shall be in typewritten form, shall be executed on behalf of the Issuer by the signatures of its Mayor and City Administrator and be sealed with the seal of the Issuer; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal has been omitted. In the event of disability or resignation or other absence of either officer, the Bonds may be signed by the manual or facsimile signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

10. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on the Bond, substantially in the form hereinabove set forth, shall have been duly executed by the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the Issuer on each Bond by execution of the Certificate of Authentication on the Bond and, by inserting as the date of registration in the space provided, the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue, which date is May 15, 2019. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

11. Registration; Transfer; Exchange. The Issuer will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the Issuer shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the Issuer shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the Issuer.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the Issuer evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or his, her or its attorney duly authorized in writing.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The City Administrator is hereby authorized to negotiate and execute the terms of said agreement.

12. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

13. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior to the Special Record Date.

14. Treatment of Registered Owner. The Issuer and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

15. Delivery; Application of Proceeds. The Bonds when so prepared and executed shall be delivered by the Treasurer to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

16. Fund and Accounts. There is hereby created a special fund to be designated the "General Obligation Refunding Bonds, Series 2019A Fund" (the "Fund") to be administered and

maintained by the Treasurer as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the Issuer. The Fund shall be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. There shall be maintained in the Fund the following separate accounts:

(a) Payment Account. To the Payment Account there shall be credited the proceeds of the sale of the Bonds. On or prior to the Call Date, the Treasurer shall transfer \$1,444,692.89 of the proceeds of the Bonds from the Payment Account to the paying agent for the Prior Bonds, which sums are sufficient, together with other funds on deposit in the debt service account for the Refunded Bonds, to pay the outstanding principal and interest on the Refunded Bonds called for redemption on the Call Date. The remainder of the monies in the Payment Account shall be used to pay the costs of issuance of the Bonds. Any monies remaining in the Payment Account after payment of all costs of issuance and payment of the Refunded Bonds shall be transferred to the Debt Service Account.

(b) Debt Service Account. There shall be maintained the following separate subaccounts in the Debt Service Account to be designated the "Improvement Debt Service Subaccount," and the "Street Reconstruction Debt Service Subaccount." There are hereby irrevocably appropriated and pledged to, and there shall be credited to the separate subaccounts of the Debt Service Account:

(i) Improvement Debt Service Subaccount. To the Improvement Debt Service Subaccount there is hereby pledged and irrevocably appropriated and there shall be credited: (1) after the Call Date, all uncollected special assessments pledged to the payment of the Improvement Portion of the Prior Bonds; (2) any collections of all taxes heretofore levied for the payment of the Improvement Portion of the Prior Bonds and interest thereon which are not needed to pay the Improvement Portion of the Prior Bonds as a result of the Refunding; (3) any collection of all taxes herein levied for the payment of the Improvement Portion of the Bonds; (4) all investment earnings on funds in the Improvement Debt Service Subaccount; and (5) any and all other moneys which are properly available and are appropriated by the governing body of the Issuer to the Improvement Debt Service Subaccount. The amount of any surplus remaining in the Improvement Debt Service Subaccount when the Improvement Portion of the Bonds and interest thereon are paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4. The moneys in the Improvement Debt Service Subaccount shall be used solely to pay the principal of and interest on the Improvement Portion of the Bonds or any other bonds hereafter issued and made payable from the Fund.

(ii) Street Reconstruction/Tax Abatement Debt Service Subaccount. To the Street Reconstruction/Tax Abatement Debt Service Subaccount there is hereby pledged and irrevocably appropriated and there shall be credited: (1) after the Call Date, all uncollected tax abatements, previously pledged to the payment of the Refunding Portion of the Prior Bonds, (2) any collections of taxes heretofore levied for the payment of the Refunding Portion of the Prior Bonds and interest thereon which are not needed to pay the Refunding Portion of the Prior Bonds as a result of the Refunding; (3) any collection of taxes herein levied for the payment of the Street Reconstruction/Tax Abatement

Portion of the Bonds; (4) all investment earnings on funds in the Street Reconstruction/Tax Abatement Debt Service Subaccount; and (5) any and all other moneys which are properly available and are appropriated by the governing body of the Issuer to the Street Reconstruction/Tax Abatement Debt Service Subaccount. The amount of any surplus remaining in the Street Reconstruction/Tax Abatement Debt Service Subaccount when the Street Reconstruction/Tax Abatement Portion of the Bonds and interest thereon are paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4. The moneys in the Street Reconstruction/Tax Abatement Debt Service Subaccount shall be used solely to pay the principal of and interest on the Street Reconstruction/Tax Abatement Portion of the Bonds or any other bonds hereafter issued and made payable from the Fund.

The moneys in the Debt Service Account shall be used solely to pay the principal of and interest on the Bonds or any other bonds hereafter issued and made payable from the Fund. No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued, and (2) in addition to the above, in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Fund (or any other Issuer account which will be used to pay principal and interest to become due on the Bonds) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be invested in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. In addition, the proceeds of the Bonds and money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the federal Internal Revenue Code of 1986, as amended (the "Code").

17. Covenants Relating to the Improvement Portion of the Bonds.

(a) Assessments; Coverage Test. It is hereby determined that no less than one hundred percent of the cost to the Issuer of each Improvement financed by the Improvement Portion of the Prior Bonds within the meaning of Minnesota Statutes, Section 475.58, Subdivision 1(3), shall be paid by special assessments to be levied against every assessable lot, piece and parcel of land benefited by any of the Improvements. The Issuer hereby covenants and agrees that it will let all construction contracts not heretofore let within one year after ordering each Improvement financed hereunder unless the resolution ordering the Improvement specifies a different time limit for the letting of construction contracts. The Issuer hereby further covenants and agrees that it will do and perform as soon as they may be done all acts and things necessary for the final and valid levy of such special assessments, and in the event that any special assessment be at any time held invalid with respect to any lot, piece or parcel of land due to any error, defect, or irregularity in any action or proceedings taken or to be taken by the Issuer or the City Council or any of the Issuer officers or employees, either in the making of the special

assessment or in the performance of any condition precedent thereto, the Issuer and the City Council will forthwith do all further acts and take all further proceedings as may be required by law to make the assessment a valid and binding lien upon such property. It is hereby determined that the special assessments shall be payable in equal, consecutive, annual installments, with general taxes for the years shown below and with interest on the declining balance of all special assessments at a rate per annum not greater than the maximum permitted by law and not less than the interest rate per annum shown opposite their collection years specified below:

<u>Improvement Designation</u>	<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>	<u>Rate</u>
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See attached schedule in Exhibit B

The special assessments are such that if collected in full they, together with estimated collections of other revenues herein pledged for the payment of the Improvement Portion of the Prior Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Improvement Portion of the Prior Bonds.

(b) Tax Levy; Coverage Test. To provide moneys for payment of the principal and interest on the Improvement Portion of the Bonds there is hereby levied upon all of the taxable property within the jurisdiction of the Issuer a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes within the jurisdiction of the Issuer for the years and in the amounts as follows:

<u>Years of Tax Levy</u>	<u>Years of Tax Collection</u>	<u>Amount</u>
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See attached schedule in Exhibit B

The tax levies are such that if collected in full they, together with estimated collections of special assessments herein pledged for the payment of the Improvement Portion of the Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Improvement Portion of the Bonds. The tax levies shall be irrevocable so long as any of the Improvement Portion of the Bonds are outstanding and unpaid, provided that the Issuer reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

18. Covenants Relating to the Street Reconstruction/Tax Abatement Portion of the Bonds.

(a) Tax Abatements. Pursuant to the Prior Resolution, the Issuer has heretofore pledged Tax Abatements, which have been pledged to the payment of the principal and interest on the Refunding Portion of the Prior Bonds. All uncollected tax abatements are now pledged to the payment of principal of and interest on the Street Reconstruction/Tax Abatement Portion of the Bonds. The balance of the uncollected tax abatements shall be payable in equal, consecutive, annual installments with general taxes for the years shown below and with interest on the declining balance of all such installments as follows:

Levy Years Collection Years Amount

See attached schedule in Exhibit B

(b) Tax Levy; Coverage Test. To provide moneys for payment of the principal and interest on the Street Reconstruction/Tax Abatement Portion of the Bonds there is hereby levied upon all of the taxable property within the jurisdiction of the Issuer a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes within the jurisdiction of the Issuer for the years and in the amounts as follows:

Years of Tax Levy Years of Tax Collection Amount

See attached schedule in Exhibit B

The tax levies are such that if collected in full they, together with estimated collections of tax abatements herein pledged for the payment of the Street Reconstruction/Tax Abatement Portion of the Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Street Reconstruction/Tax Abatement Portion of the Bonds. The tax levies shall be irrevocable so long as any of the Street Reconstruction/Tax Abatement Portion of the Bonds are outstanding and unpaid, provided that the Issuer reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

Upon payment of the Prior Bonds at the Call Date, the uncollected taxes levied in the Prior Resolution authorizing the issuance of the Prior Bonds which are not needed to pay the Prior Bonds as a result of the Refunding shall be cancelled.

19. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the Issuer shall be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the Issuer which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

20. Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The Issuer may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The Issuer may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The Issuer may

also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

21. Prior Bonds; Security and Prepayment. Until retirement of the Prior Bonds, all provisions for the security thereof shall be observed by the Issuer and all of its officers and agents. The Refunded Bonds shall be redeemed and prepaid on the Call Date in accordance with the terms and conditions set forth in the Notices of Call for Redemption attached hereto as Exhibit C, which terms and conditions are hereby approved and incorporated herein by reference.

22. Supplemental Resolution. The Prior Resolution is hereby supplemented to the extent necessary to give effect to the provisions hereof.

23. Continuing Disclosure. The Issuer is the sole obligated person with respect to the Bonds. The Issuer hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:

(a) to provide or cause to be provided to the Municipal Securities Rulemaking Board, by filing at www.emma.msrb.org, (i) at least annually, its audited financial statements for the most recent fiscal year, and (ii) notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of such event, in accordance with the Undertaking; and

(b) its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the Issuer's obligations under the covenants.

The Mayor and City Administrator of the Issuer, or any other officer of the Issuer authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the Issuer the Undertaking in substantially the form presented to the City Council subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

24. Certificate of Registration. A certified copy of this resolution is hereby directed to be filed with the County Auditor of Winona County, Minnesota, together with such other

information as the County Auditor shall require, and there shall be obtained from the County Auditor a certificate that the Bonds have been entered in the County Auditor's Bond Register, and that the tax levy required by law has been made.

25. Records and Certificates. The officers of the Issuer are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, certified copies of all proceedings and records of the Issuer relating to the Bonds and to the financial condition and affairs of the Issuer, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same 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 Issuer as to the facts recited therein.

26. Negative Covenant as to Use of Bond Proceeds and Project. The Issuer hereby covenants not to use the proceeds of the Bonds or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

27. Tax-Exempt Status of the Bonds; Rebate. The Issuer shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation (i) requirements relating to temporary periods for investments, (ii) limitations on amounts invested at a yield greater than the yield on the Bonds, and (iii) the rebate of excess investment earnings to the United States, if the Bonds (together with other obligations reasonably expected to be issued and outstanding at one time in this calendar year) exceed the small issuer exception amount of \$5,000,000.

For purposes of qualifying for the exception to the federal arbitrage rebate requirements for governmental units issuing \$5,000,000 or less of bonds, the Issuer hereby finds, determines and declares that:

- (c) the Bonds are issued by a governmental unit with general taxing powers;
- (d) no Bond is a private activity bond;
- (e) ninety-five percent or more of the net proceeds of the Bonds are to be used for local governmental activities of the Issuer (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the Issuer); and
- (f) the aggregate face amount of all tax exempt bonds (other than private activity bonds) issued by the Issuer (and all subordinate entities thereof, and all entities treated as one issuer with the Issuer) during the calendar year in which the Bonds are issued and outstanding at one time is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

Furthermore:

(g) there shall not be taken into account for purposes of said \$5,000,000 limit any bond issued to refund any bond to the extent the amount of the refunding bond does not exceed the outstanding amount of the refunded bond;

(h) the aggregate face amount of the Bonds does not exceed \$5,000,000;

(i) each of the Refunded Bonds was issued as part of an issue which was treated as meeting the rebate requirements by reason of the exception for governmental units issuing \$5,000,000 or less of bonds;

(j) the average maturity of the Bonds does not exceed the average maturity of the Refunded Bonds; and

(k) no part of the Bonds has a maturity date which is later than the date which is thirty years after the date the Refunded Bonds were issued.

28. Designation of Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the Issuer hereby makes the following factual statements and representations:

(a) each of the Refunded Bonds was designated as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the Code;

(b) the aggregate face amount of the Bonds does not exceed \$10,000,000;

(c) the average maturity of the Bonds does not exceed the remaining average maturity of the Refunded Bonds;

(d) no part of the Bonds has a maturity date which is later than the date which is thirty years after the date the Refunded Bonds were issued;

(e) the Bonds are issued to refund, and not to "advance refund" the Prior Bonds within the meaning of Section 149(d)(5) of the Code, and, except for that portion representing the accreted value and costs of issuance, shall not be taken into account under the \$10,000,000 issuance limit to the extent the Bonds do not exceed the outstanding principal amount of the Prior Bonds.

The Issuer shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

Furthermore:

(f) the Bonds are issued after August 7, 1986;

(g) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;

(h) the Issuer hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

(i) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the Issuer (and all entities treated as one issuer with the Issuer, and all subordinate entities whose obligations are treated as issued by the Issuer) during this calendar year 2019 will not exceed \$10,000,000; and

(j) not more than \$10,000,000 of obligations issued by the Issuer during this calendar year 2019 have been designated for purposes of Section 265(b)(3) of the Code.

29. Official Statement. The Official Statement relating to the Bonds prepared and distributed by David Drown Associates, Inc., is hereby approved and the officers of the Issuer are authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the Official Statement.

30. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

31. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

32. Definitions. All capitalized terms not defined herein, shall have the meaning given in the Prior Resolution.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted on Tuesday, April 9th, 2019

John Schaber, Mayor

ATTEST:

Nick Koverman, City Administrator

STATE OF MINNESOTA
WINONA COUNTY
CITY OF ST. CHARLES

I, the undersigned, being the duly qualified and acting City Administrator of the City of St. Charles, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as the minutes relate to providing for the issuance and sale of \$1,460,000 General Obligation Refunding Bonds, Series 2019A.

WITNESS my hand on _____, 2019.

City Administrator

EXHIBIT A



Honorable City Council
City of St. Charles, Minnesota

Dear City Officials:

We understand that you desire to issue \$1,460,000 General Obligation Refunding Bonds, Series 2019A (the "Bonds"). Accordingly, we propose as follows:

We agree to purchase \$1,460,000 General Obligation Refunding Bonds, Series 2019A to be dated May 15, 2019 and to mature February 1, 2020 - 2032. We agree to pay for the Bonds \$1,467,258.00 plus accrued interest, if any, to the date of settlement.

The Bonds are to be payable at Northland Trust Services, Inc., Minneapolis, Minnesota, as paying agent and registrar. Interest is to be payable on February 1, 2020 and semiannually thereafter. The Bonds will have the following interest rates and will mature or be subject to mandatory redemption on February 1 in the years and amounts as follows:

2020	\$230,000	4.00 %	2027	\$90,000	3.00 %
2021	225,000	4.00	2028	95,000	3.00
2022	80,000	2.10	2029	95,000	3.00
2023	80,000	2.10	2030	100,000	3.00
2024	85,000	2.30	2031	100,000	3.00
2025	90,000	2.30	2032	105,000	3.00
2026	85,000	2.30			

All Bonds will be Book Entry and in multiples of \$5,000. The average interest rate is 2.8887% and the TIC is 2.7895%.

Mandatory Redemption: This issue shall have four term bonds maturing February 1, 2023 (2022 and 2023 maturities), February 1, 2026 (2024 through 2026 maturities), February 1, 2029 (2027 through 2029 maturities) and February 1, 2032 (2030 through 2032 maturities) which will have mandatory redemptions equal to the annual principal due as stated above.

Optional Redemption: Bonds maturing in the years 2028 through 2032, inclusive, are callable at the option of the Issuer in whole or in part on February 1, 2027 and on any date thereafter, at a price of par plus accrued interest.

This contract is made for prompt acceptance and subject to the approval of Briggs and Morgan, Professional Association (Bond Counsel) of Minneapolis, Minnesota, as to the legality and regularity of all proceedings taken in the issuance of the Bonds.

The Issuer agrees to pay the expenses of registering the Bonds and the fee of Bond Counsel, recognized municipal bond attorneys, in furnishing the necessary proceedings required to authorize the issuance of the Bonds. The Issuer shall be responsible for paying agent fees on the refunded bonds when called and for the publication of the call notice.

Northland Securities, Inc. (the "Underwriter") agrees to assist the Issuer in establishing the issue price of the Bonds. For this purpose, the Issuer shall treat the initial offering price to the public of each maturity as the issue price of that maturity under the "hold-the-offering-price" rule. The Underwriter shall execute and deliver to the Issuer at closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect the initial offering price or prices to the public of the Bonds.

Main 612-851-5900 | Toll-Free 800-851-2920 | Fax 612-851-5918

150 South Fifth Street, Suite 3300 | Minneapolis, MN 55402

NorthlandSecurities.com | Member FINRA and SIPC, Registered with SEC and MSRB

City of St. Charles, Minnesota
\$1,460,000 General Obligation Refunding Bonds, Series 2019A

The Underwriter confirms that it is the sole Underwriter of the Bonds and has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A, attached hereto. The Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity. So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

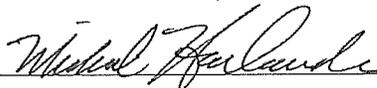
The Underwriter shall notify the Issuer, if requested, when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section.

No Advisory or Fiduciary Role. The City of St. Charles, Minnesota ("Issuer") acknowledges and agrees that: (i) the transaction contemplated by this contract is an arm's length, commercial transaction between the Issuer and Northland Securities, Inc. ("NSI") in which NSI is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) NSI has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether NSI has provided other services or is currently providing other services to the Issuer on other matters); (iii) the only obligations NSI has to the Issuer with respect to the transaction contemplated hereby are those expressly set forth in this contract and those set forth in applicable law and administrative rules and regulations, including but not limited to MSRB Rule G-17; and (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

Respectfully submitted this 2nd day of April, 2019.

NORTHLAND SECURITIES, INC.

By: 

The foregoing proposal was duly accepted by the City Council of St. Charles, Minnesota, at _____ .m. this ____ day of April, 2019.

By: _____
Mayor

Attest: _____
Finance Director

EXHIBIT A

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
02/01/2020	Serial Coupon	4.000%	1.800%	230,000.00	101.545%	-	-	-	233,553.50
02/01/2021	Serial Coupon	4.000%	1.850%	225,000.00	103.602%	-	-	-	233,104.50
02/01/2023	Term 1 Coupon	2.100%	2.100%	160,000.00	100.000%	-	-	-	160,000.00
02/01/2026	Term 2 Coupon	2.300%	2.300%	260,000.00	100.000%	-	-	-	260,000.00
02/01/2029	Term 3 Coupon	3.000%	2.625%	280,000.00	102.600%	e 2.694%	02/01/2027	100.000%	287,280.00
02/01/2032	Term 4 Coupon	3.000%	3.000%	305,000.00	100.000%	-	-	-	305,000.00
Total				\$1,460,000.00					\$1,478,938.00

Bid Information

Par Amount of Bonds	\$1,460,000.00
Reoffering Premium or (Discount)	18,938.00
Gross Production	\$1,478,938.00
Total Underwriter's Discount (0.800%)	\$(11,680.00)
Bid (100.497%)	1,467,258.00
Total Purchase Price	\$1,467,258.00
Bond Year Dollars	\$8,568.22
Average Life	5.869 Years
Average Coupon	2.8887439%
Net Interest Cost (NIC)	2.8040356%
True Interest Cost (TIC)	2.7895256%

EXHIBIT B
 SCHEDULES
ASSESSMENTS AND TAX LEVIES

Improvement Portion

<u>Levy Year</u>	<u>Collection Year</u>	<u>Tax Levy Amount</u>	<u>Assessment Amount</u>
2018	2019	\$ 35,882	\$ 78,225
2019	2020	37,294	72,840
2020	2021	39,394	72,840
2021	2022	37,630	72,840
2022	2023	41,116	72,840
2023	2024	44,313	72,840
2024	2025	36,890	72,840
2025	2026	40,087	72,840
2026	2027	42,502	72,840
2027	2028	39,510	72,840
2028	2029	41,767	72,840
2029	2030	38,617	72,840
2030	2031	40,717	72,840

Street Reconstruction Portion

<u>Levy Year</u>	<u>Collection Year</u>	<u>Tax Levy Amount</u>
2018	2019	\$ 138,731
2019	2020	138,885

Tax Abatement Portion

<u>Levy Year</u>	<u>Collection Year</u>	<u>Tax Abatement Amount</u>
2018	2019	\$ 21,815
2019	2020	21,840

EXHIBIT C

NOTICE OF CALL FOR REDEMPTION
GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS, SERIES 2011A
CITY OF ST. CHARLES, WINONA COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN that by order of the City Council of the City of St. Charles, Winona County, Minnesota, there have been called for redemption and prepayment on

May 15, 2019

those outstanding bonds of the City designated as General Obligation Improvement and Refunding Bonds, Series 2011A, dated as of August 1, 2011, having stated maturity dates or subject to mandatory redemption in the years 2020 through 2032, inclusive, and totaling \$1,430,000 in principal in principal amount and having CUSIP numbers listed below:

<u>Year</u>	<u>Maturity Amount</u>	<u>CUSIP</u>
2020	\$215,000	787821 HK6
2021	\$220,000	787821 HL4
2023	\$150,000	787821 HM2
2025	\$165,000	787821 HN0
2027	\$175,000	787821 HP5
2029	\$190,000	787821 HQ3
2032	\$315,000	787821 HR1

The bonds are being called at a price of par plus accrued interest to May 15, 2019, on which date all interest on the bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment, at the office of the Northland Trust Services Inc., 150 South Fifth Street, Suite 3300, Minneapolis, Minnesota 55402.

Dated: April 2, 2019

BY ORDER OF THE CITY COUNCIL

/s/ Nick Koverman, City Administrator

*The City shall not be responsible for the selection of or use of the CUSIP numbers, nor is any representation made as to their correctness indicated in the notice. They are included solely for the convenience of the holders.

**CITY OF ST. CHARLES
RESOLUTION #14-2019**

**A RESOLUTION AMENDING THE ESTABLISHED INTER-FUND LOAN FOR THE
I90 DEVELOPMENT PROJECT AND LAND ACQUISITION**

WHEREAS, on January 8, 2019, the City Council approved the purchase of land from Jack and Janice Thoreson (the “project”) through a motion declared carried; and,

WHEREAS, the City is in need of financing this project in the amount of \$275,750.00 toward the total purchase price of \$575,750.00 and,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Charles, Minnesota, as follows:

1. Inter-Fund Loan Established. An inter-fund loan (the “Loan”) is hereby established in the amount of \$275,000 with funds to be allocated to the Capital Improvement Fund as of the Effective Date.
2. Effective Date. The loan shall be effective as of 03/12/2019 (the “Effective Date”).
3. Sources of Loan Funds. The source of funds for the Loan (the “Source Fund”) shall be from the Electric Enterprise Fund, in the amount of approximately \$275,000.
4. Interest Rate and Accrual. The Capital Improvement Fund shall accrue interest expense to be repaid with principal at a simple interest rate of 0.0 percent.
5. Loan Repayment. The Loan shall be repaid on or before 12/31/2019 (the “Repayment”). Notwithstanding, the City shall retain the authority to prepay all or a portion of the Loan at any time during the Loan period (a “Prepayment”) or amend such Repayment period. Such Repayment or Prepayment shall be conducted by resolution of the City Council. Principal and interest Repayment or Prepayments shall be allocated to the Source Funds.
6. Authority to Take-Out Loan. The City shall retain full authority to take-out the Loan through other permitted means of financing; including, but not limited to, the issuance of General Obligation debt.

Whereupon said resolution was passed and adopted by the City Council of the City of St. Charles, Minnesota, this 9th Day of April, 2019.

SIGNED:

WITNESSED:

John Schaber, Mayor

Nick Koverman, City Administrator

(CITY SEAL)

**A LETTER OF UNDERSTANDING BETWEEN THE ECONOMIC
DEVELOPMENT AUTHORITY OF ST CHARLES MINNESOTA AND
HK Hospitality Management, LLC. and FOR THE DEVELOPMENT
OF HOTEL PROPERTY, RESTAURANT**

HK Hospitality Management, LLC (the "Developer") has proposed to develop a hotel and restaurant on property owned by the City of St. Charles, Minnesota, (the "City") and this is a non-binding Letter of Understanding dated as of April 9, 2019 between the Developer and the Economic Development Authority of St. Charles, Minnesota (EDA) as to the parties' responsibilities and obligations in general format only, with a development agreement to follow at the appropriate time.

1. The site (Lot 2, Block 1, Parcel 29.026.0020) owned by the City of St. Charles is property bounded by Enterprise Drive to the south, with Lot 3, Block 1 (Parcel ID#29.026.0030) set to the east, Fischer Lane set to the west, and Outlot A to the north. The EDA agrees to convey a quit claim deed to said parcel to the Developer for the sale price of \$1.50/square foot with the intent to develop a hospitality center; to include a hotel and free-standing restaurant at such time as the following contingencies have been met:
 - a. The construction plans for the development have been submitted to the City for review and approval.
 - b. The Developer has provided written confirmation including proof of sources of funds for 100% percent of the projected project cost to be outlined more specifically in the Development agreement;
 - c. The Developer will have obtained all necessary permits from the City to construct the improvements on the site consistent with the Developer's plan; and
 - d. Within 60 days of the date of this Letter of Understanding, the Developer and the City of St. Charles shall have entered into a Development Agreement for the project.
 - e. This Letter of Understanding is null and void unless City Council adopts a Development Agreement in the form satisfactory to the Developer.
2. The EDA agrees to provide staff time to support the Developer in preparing for and meeting with representatives of the St. Charles Public Utilities, the St. Charles City Council and Minnesota Department of Transportation to acquire permits, variances and other agreements as may be necessary to proceed with the proposed project.

3. The City of St. Charles agrees not to seek an alternate buyer for parcel 29.026.0020 for a period of sixty (60) days from the date of this letter.
4. The Developer shall be solely responsible for all costs incurred by the Developer.
5. The City will work with Developer on providing tax relief on the project in a form acceptable to both parties. As hotels generally have a 3 to 5 year ramp up time frame, the Developer is asking for 100% abatement for year one after Certificate of Occupancy has been achieved, 80% Year 2, 60% Year 3, 40% Year 4 and 20% Year 5.

St. Charles Economic Development Authority
Greg Gall, President

Greg Gall

Dated: _____

City of St. Charles
John Schaber, Mayor

John Schaber

Dated: _____

HK Hospitality Management, LLC
Jim Kelley, Managing Partner

Jim Kelley

Dated: _____



March 27, 2019

Jim Kelley
Managing Partner
HK Hospitality Management, LLC
33 Abbey Lane, Suite 104
Delray Beach, Florida 33446

Letter of Interest

Jim,

This is a non-binding Letter of Interest to purchase and develop a limited service hotel and free-standing restaurant on designated property within the Chattanooga Industrial Park located in St Charles, Minnesota by DesignWise and Partners. We have reviewed the Project Overview provided by HK Hospitality Management and look forward to touring the site and meeting with the City Officials in St Charles to move the project forward with applicable documentation.

Should we choose to continue to pursue this acquisition upon completion of the due diligence, we will make a formal offer to purchase that will include financial, structure and our funding plan., This should not be construed as a firm offer but a letter to proceed to that point. We ask that during the next 30 days, in exchange for our efforts to complete this the needed research, that we be granted the right of first refusal on any sale of the property.

If this proposal is acceptable, please sign below and we will move forward as swiftly as practicable.

Sincerely,

Mark Domino

Mark Domino
CEO/President
C 612.708.3645 | P 651.481.9027 | F 651.481.9088
mark@designwiseinteriors.com

DesignWise Inc.
Design | Procurement | Installation | Construction
1793 Buerkle Circle | White Bear Lake, MN 55110

Accepted by,

Jim Kelley

Jim Kelley
HK Hospitality Management, LLC



April 1, 2019

Greg Gall / President
St. Charles Economic Development Authority
John Schaber/ Mayor
St Charles, MN
Nick Koverman / City Administrator
St Charles, MN

Gentlemen:

HK Hospitality Management, LLC is requesting an extension of the Memo of Understanding (MOU) dated December 26th, 2018 for an additional 60 days from the date of this request letter.

Significant progress has been made towards the purchase, development and hotel brand for the land and product described in the aforementioned MOU. On March 27th, 2019, I forwarded a signed Letter of Interest to you via Nick Koverman signed by Mark Domino, President & CEO of DesignWise, Inc. He expects to have his preliminary research completed and ready to move forward as applicable in 30 days. I am asking for DesignWise to have an additional 30 days to work on agreements with the City, etc. as required.

We are so very pleased to have this project off the drawing board and ready to become a reality. Any questions you may please contact me at any time.

Regards,

Jim Kelley
Managing Director

Accepted by:

_____ Date _____
Greg Gall / President
St. Charles Economic Development Authority

_____ Date _____
John Schaber/ Mayor
St Charles, MN

FLORIDA OFFICE

33 Abbey Lane #104
Delray Beach, Florida 33446
786.423.6568

jkelly@hkhospitalitymanagement.com

MINNESOTA OFFICE

31501 County Road I
La Crescent, MN 55947
612.518.8629

shedberg@hkhospitalitymanagement.com

**CITY OF ST. CHARLES
RESOLUTION #11-2019**

**A Resolution Providing for amending a Conditional Use Permit for an attached Single-Family Residence
within a C-2 District as Described in the
St. Charles Zoning Ordinance of the City of St. Charles**

WHEREAS, an application for a Conditional Use Permit has been duly filed; and

WHEREAS, the Planning Commission, after public hearing, duly noticed, recommends granting the amended conditional use to John Mueller, an attached single-family residence, from the provisions of Section 152.17(D) of the St. Charles Zoning Ordinance; and

FINDINGS OF FACT:

1. The conditional use will not be detrimental to the health, safety, morals, comfort, convenience or welfare of the persons residing or working in the neighborhood, because the subject proposal will align itself with the general character of the neighborhood.
2. The request will not be detrimental to the public welfare or to property or improvements in the neighborhood because it will support and encourage a similar type of housing.
3. Similar structures and uses already exist in the C-2 District and are a benefit to the community while meeting the zoning standards of the C-2 District.
4. It meets the goals of the Comprehensive Plan to encourage infill of existing lots while adding tax base.

**NOW THEREFORE, BASED ON THE FINDINGS OF FACT ABOVE, IT IS
RESOLVED BY THE CITY OF ST. CHARLES, MINNESOTA:**

An amended Conditional Use Permit is hereby granted to John Mueller, owner of Parcel 29.060.1970, to construct and maintain an attached single-family residence within a C-2 District to be located at 367 West 7th Street, St. Charles, MN 55972.

Adopted this 9th day of April, 2019 by the Council of the City of St. Charles, Minnesota.

John Schaber, Mayor

Attest: _____
Nick Koverman, City Administrator



Memorandum

To: St. Charles Planning and Zoning Commission

From: Nick Koverman, City Administrator

Date: March 18, 2019

Subject: Request for an amended Conditional Use Permit to allow for an attached residence at 367 West 7th Street

REQUEST SUMMARY

John Mueller of 3801 180th Avenue is the owner of Parcel 29.060.1970 which is approximately 199 X 188' (37,412 square feet) and abuts 7th Street and is currently zoned as C-2 Service Commercial District. Mr. Mueller received a Conditional Use Permit in 2017 that allowed for the construction of a single family residence. He has requested to amend his CUP to allow for an attached residence as required under Section 152.23.

In reviewing the overall zoning district and trying to plan for future development, staff reviewed the St. Charles Comprehensive Plan and Land Use plans. As part of the Housing Goals as developed within the Comprehensive Plan it states, "Encourage residential infill development on existing lots in the City, including the preparation of an inventory of potentially available lots with utilities" and "Encourage mixed housing neighborhoods that maintain the predominantly single-family character of the community but also provide a range of housing types, densities, and costs." In addition, the attached structure would also keep in character with the C-2 District.

CONDITIONAL USE PERMIT

Section #152.41 (B)(4) of the Ordinance states the Planning Commission shall report to the City Council upon any application for a conditional permit and shall recommend granting a permit unless it finds establishing, maintaining or conducting the use will be detrimental in either of the following ways:

- (a) To the health, safety, morals, comfort, convenience or welfare of the persons residing or working in the neighborhood of the use; or

Comments--The proposed use for an attached single family residence as represented by the owner and outlined in the statements submitted, in staff opinion, will not be detrimental to the health, safety, morals, comfort, convenience or welfare of the persons residing or working in the neighborhood of the use. Due to the size of the lot and layout of the unit, the proposal will align itself with the general character and use of the neighborhood.

(b) To the public welfare or to property or improvements in the neighborhood.

Comments--The request will not be detrimental to the public welfare and to property in the neighborhood. The proposed attached single family residence will stay consistent with the C-2 District and will match the building character of the C-2, while allowing for a use that was previously granted.

RECOMMENDATION

As Zoning Administrator, I would recommend approval of the Conditional Use Permit based on the following Findings of Fact:

1. The conditional use will not be detrimental to the health, safety, morals, comfort, convenience or welfare of the persons residing or working in the neighborhood, because the subject proposal will align itself with the general character of the neighborhood.
2. The request will not be detrimental to the public welfare or to property or improvements in the neighborhood because it will support and encourage a similar type of housing.
3. Similar structures and uses already exist in the C-2 District and are a benefit to the community while meeting the zoning standards of the C-2 District.
4. It meets the goals of the Comprehensive Plan to encourage infill of existing lots while adding tax base.

CONDITION of the CUP: The petitioners will abide by all representations they or their agents made during the hearing process, to the extent, the Planning and Zoning Commission did not negate those representations and to the extent, they are not inconsistent with the spirit or letter of explicit conditions to the request.

**City of St. Charles
Resolution #12-2019**

**A Resolution Approving A
One-Day 3.2 Malt Liquor License**

WHEREAS, the St. Charles Borromeo Catholic Church is submitting an application to the City of St. Charles in order to sell 3.2 Malt Liquor at 1900 E. 6th Street on Saturday, May 18, 2019.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ST. CHARLES, MINNESOTA THAT:

1. The Council of the City of St. Charles hereby approves the 3.2 Malt License submitted by the St. Charles Borromeo Catholic Church to the City of St. Charles.

Adopted by the Council of the City of St. Charles, Minnesota this 9th day of April, 2019.

John Schaber, Mayor

Attest: _____
Nick Koverman, City Administrator

PETITION AND WAIVER AGREEMENT

This Agreement made this ____ day of _____, 2019; by and between the City of St. Charles, a Minnesota municipal corporation (“City”), and Ronald H. Amundson (“Owner/s”).

WITNESSETH:

WHEREAS, the Owner, is the fee owner of certain real property (the “Subject Property”) located in the City, legally described as follows: 1242 Richland Avenue Parcel ID # of R29.005.0160 (Sect-19 Twp-106 Range-010 BACHELDERS ADD Lot-017 s ¼ & All of Lot 18 BACHELDERS ADD & N 10’ X 140’ of Lot 36 1/2 (See exhibit “A” attached hereto and made a part hereof by reference) ; and

WHEREAS, the Owner desires to have certain public improvements constructed to serve the Subject Property, namely removal of a tree (hereinafter referred to as the “Improvement Project”); and

WHEREAS, the Owner wishes the City to conduct the Improvement Project without notice of hearing or hearing on the Improvement Project, and without notice of hearing or hearing on the special assessments levied to finance the Improvement Project, and to levy a cost of \$3,800.00 of the cost of the Improvement Project against the Subject Property; and

WHEREAS, the City is willing to assess the Improvement Project in accordance with the request of the Owner and without such notices or hearings, provided the assurances and covenants hereinafter stated are made by the Owner to ensure that they City will have valid and collectable special assessments as they relate to the Subject Property to finance all of the costs of the Improvement Project; and

WHEREAS, were it not for the assurances and covenants hereinafter provided, the City would not proceed with the Improvement Project without such notices and hearings and is doing so solely at the behest, and for the benefit of, the Owner.

NOW, THEREFORE, ON THE BASIS OF THE MUTUAL COVENANTS AND AGREEMENT HEEREINAFTER PROVIDED IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Owner hereby petitions the City for the assessment of the Improvement Project.
2. The Owner represents and warrants that he/she/they are the owners of 100 percent of the Subject Property, that he has full legal power and authority to encumber the Subject Property as herein provided, and that as of the date hereof, she has fee simple absolute title in the Subject Property, which is not subject to any liens, interests or encumbrances, except as listed on the attached Exhibit C.
3. The Owner requests that \$3,800.00 of the cost of the Improvement Project be assessed against the Subject Property. **The Owner further understands and agrees that the City does not waive any rights to levy special assessments against the Subject Property in an amount in excess of \$3,800.00 in the event actual project costs which may lawfully be assessed pursuant to Minn. Stat., Chapter 429, exceed said amount.**
4. The Owner waives notice of hearing and hearing pursuant to Minn. Stat. Section 429.031, on the Improvement Project; and notice of hearing and hearing on the special assessments levied to finance the Improvement Project she petitions be remediated (a dead and diseased tree); and requests that special assessments be levied against the Subject Property without further notice or hearings.
5. The Owner waives the right to appeal the levy of the special assessments in accordance with this agreement pursuant to Minn. Stat. Section 429.081, or reapportionment thereof upon land division pursuant to Minn. Stat. Section 429.071, Subd. 3; or otherwise, and further specifically agrees with respect to such special assessments against the Subject Property or reapportionment that:
 - a. Any requirements of Minn. Stat., Chapter 429 with which the City does not comply are hereby waived by the Owner;
 - b. The increase in fair market value of the Subject Property resulting from the Improvement Project will be at least equal to \$3,800.00, and that such increase in fair market value is a special benefit to the Subject Property;

OVERVIEW

Protecting Our Agency with Social Media Archiving



Why do we need to archive?

"With the public records law in Massachusetts, it is critical to capture all of the records produced by social media. You are protecting your community, your employees and complying with the law."



NICHOL FIGUEIREDO
Public Information Records
Access Officer & Webmaster
Framingham, MA

- › Our social media is creating public records.



Open records laws maintain that we need to be able to produce social media records—both from our own content, and from content our constituents create—in response to records requests.



Social media is a mission-critical part of our communication strategy, and our constituents are creating, editing, and deleting records on a daily basis.

- › If we do not preserve our social media records, we are potentially out of compliance with state records regulations.
- › Beyond public records responsibilities, we will increasingly need to produce records for a variety of other types of requests.

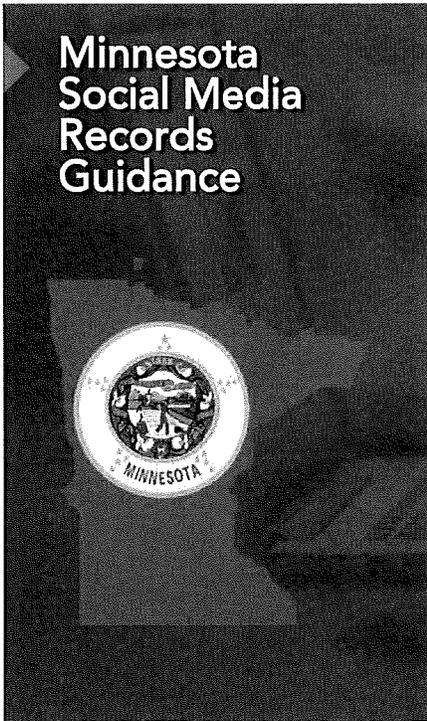


Requests from internal stakeholders



E-discovery requests

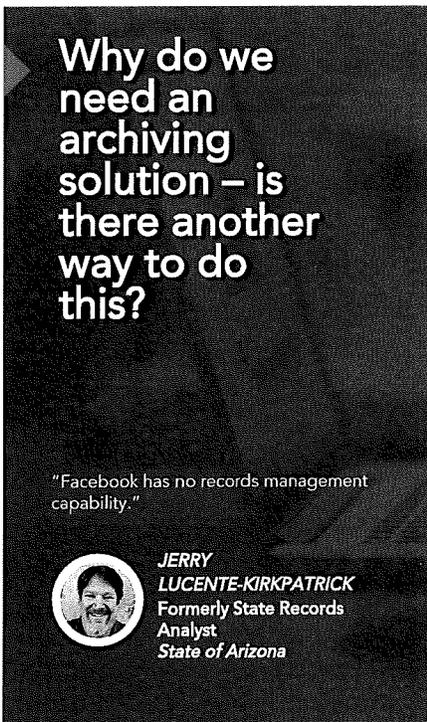




MINNESOTA GOVERNMENT DATA PRACTICES ACT

- The Government Data Practices Act, Minnesota Statutes, chapter 13, creates a presumption that state and local government records are accessible to the public.
- The act applies to information in any form held by certain government agencies.
- All information in any form (written, computerized, on recording tape, microfilm, etc.) collected, created, received, maintained, or disseminated by government.
- The act establishes a presumption that unless otherwise provided by law, all government data are public.

Excerpt from the Minnesota Government Data Practices Act, page 2-3
<http://www.house.leg.state.mn.us/hrd/pubs/dataprac.pdf>



Other methods don't capture the content we need.

- We cannot rely on the social networks to archive for us.



The social networks do not provide user comments or revisions to content (edited, deleted, and hidden content) in their download features



The social networks are not bound to public records laws, and have no legal obligation to retain records

- We cannot rely on "manual" archiving, or screenshots



Screenshots are only a snapshot in time, do not capture deleted or revised content, and are not searchable



Screenshots have no metadata attached to them, and are not effective in court

- We cannot just make our social media "one-way"



There's no way to consistently block users from generating content on our social media pages



For example, on Facebook, we cannot disable users' ability to comment on our posts

How much does it cost, and what is involved with implementation?

"I can't even begin to explain how much simpler and easier ArchiveSocial has made things. It's not something I even have to think about now."



SGT. CHRISTOPHER FULCHER
Chief Technology Officer
Vineland, NJ Police Department

- › Pricing is fully transparent and designed to fit into discretionary budgets.



\$2,388 per year



The pricing is based on average monthly record counts

- › Most agencies fully connect in 20 minutes.



The system is cloud-based, and all it requires is connecting our social media accounts



No IT resources are required

- › ArchiveSocial never has access to our social network passwords, and can only "read" our content.

 ArchiveSocial

Why should we do this now?

"If you don't have something like ArchiveSocial for your social media, you're playing Russian roulette with your daily public records responsibilities — and that's not a good idea."



REBECCA MEDINA STEWART
Director of Public Affairs and Marketing
City of Deerfield Beach, FL

- › It gives us confidence that we are in compliance with state records laws, and can easily respond to records requests.
- › Without it, we are losing records daily, through deleted and edited content.
- › As engagement on our social media increases, it gives us insurance in case of unexpected events.



It gives us confidence to moderate content in accordance with our social media policy, confident that we have the records to defend ourselves



It gives us the ability to conduct reviews, if needed for internal stakeholders or external parties

 ArchiveSocial

Why ArchiveSocial?

"ArchiveSocial's functionality, ease-of-use, compliance, and reporting features are better than their competitors. I was impressed by how simple it was to add accounts and to pull up records. Brilliant!"



DAVID BRAUHN
Communications Manager
City of Walla Walla, WA

- › The industry leader- working with more than 1500 agencies nationwide.



From small towns to the largest cities, including NYC, Chicago, and San Francisco



Currently working with agencies throughout Minnesota, including **Olmstead County, City of Winona, City of Goodview** and others.

- › It gives us the highest level of compliance.



ArchiveSocial preserves more content than any other solution



Search and replay features that enable us to easily respond to records requests

- › They are in the top 1% of customer satisfaction scores for software companies, with a US-based customer support team ready to assist us.

OFFICIAL RULES

ST. CHARLES GLADIOLUS DAYS PAGEANT

1. Eligibility

- a. All contestants must be residents (as defined in the voter registration statutes for area) within Independent School District #858 boundaries for at least six months prior to application.
- b. All teen contestants must have completed 9th through 12th grade.
- c. No immediate family (children, siblings, etc.) of any judge or Gladiolus Pageant committee member will be eligible to compete.

2. Application Deadline

- a. All applications will be completed online on the City of St. Charles website.

3. Judges

- a. No judge shall be members of the Gladiolus Days Committee.
- b. All judges decisions shall be decided by simple majority rule and shall be final
- c. Neither the Gladiolus Days Committee nor any judges shall be liable to a contestant for any official decision

4. Community Service

- a. All pageant contestants will participate in the reigning queen's community service project, chosen by the reigning Miss Gladiolus Days Queen.

5. Judges Interview

- a. The candidates shall compete in a judges' interview to be held at the time and place selected by the Pageant Committee
- b. Each finalist shall be required to appear in appropriate attire supplied by contestant at the place selected by the Pageant Committee and give answers to questions posed by the judges for the event.
- c. Appropriate attire does not include mini skirts or fully sequined dresses.

6. Evening Wear

a. The contestants shall compete in a formal evening wear contest to be held at the place selected by the Pageant Committee

b. Each finalist shall be required to appear in formal evening wear, supplied by the contestant, on a public stage at the time and place selected by the Pageant Committee and give an answer to a question by the Master of Ceremonies for the event.

7. Miscellaneous

a. No contestant shall be allowed to wear any article of clothing, attachment, or prop that designates a particular sponsor during either the contestant or Gladiolus Days celebration appearance.

b. All contestants shall be responsible for their own transportation to and from any required appearance.

c. All contestants by themselves and their legal guardians agree not to sue and to hold Gladiolus Days Committee harmless from any and all claims or suits for damages to persons or property unless caused by the gross negligence or intentional acts of members of the Gladiolus Days Committee.

d. All contestants agree not to consume any alcoholic beverage, tobacco products, or other illegal substances during any required appearances of the contest or rehearsals therefore. A contestant found violating this provision may be immediately disqualified from competition or if the contestant violates any felony, gross misdemeanor, or misdemeanor provision of Minn. Statutes during the contest.

e. Contestants cannot be or become pregnant/ cannot be a parent or guardian to minor children.

f. Contestants cannot be married and must remain unmarried if they are selected to represent St. Charles until the end of your reign.

8. Winners

a. For the Teen Miss, the judges shall select a winner, first attendant, and second attendant after the final judging has been completed.

b. The categories of judged competition are: Judges Interview & Community Service, Evening Wear/ On-Stage Question, Talent.

c. The three winning contestants of the Teen Miss shall be required to sign a contract agreeing to the rules for disbursement of scholarship proceeds and required personal after being formally announced as the winner of the pageant or receiving any scholarship funds.

d. Top 4 contestants are required to attend all scheduled events, each contestant is given 4 excused absences (that need to be approved by

directors), if contestants does not attend required events with the exception of the 4 excused, you will lose your scholarship for that year.



CONNECTING & INNOVATING
SINCE 1913

LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member’s effective date of coverage. Return completed form to your underwriter or email to pstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member’s governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member’s liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: _____

Check one:

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

The member **WAIVES** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member’s governing body meeting: _____

Signature: _____ Position: _____