

CITY OF EAGLE LAKE
MAY 3, 2021
CITY COUNCIL MEETING AGENDA
City Hall, 705 Parkway Avenue, 6:00 P.M.

City Council meetings are held the first Monday of every month at 6 p.m. All meetings are open to the public. If you wish to address the City Council in person, please contact City Hall at 507-257-3218 or email krausch@eaglelakemn.com or jbromeland@eaglelakemn.com. Written comments or questions for the City Council can be submitted via USPS, email, or dropped off at City Hall to be read at the meeting. City Council meetings are now live streamed to the City of Eagle Lake's official YouTube Channel. To view meetings, please visit the City of Eagle Lake website at eaglelakemn.com and click on the "City of Eagle Lake MN City Council Meetings" icon on the home page of the website.

The City Council is provided with background information for agenda items in advance by staff, committees, and boards. Many decisions regarding agenda items are based upon this information, as well as: city policy and practices, input from constituents and a Council Members personal judgment. If you have any comments, questions or information that has not yet been presented or discussed regarding an agenda item, please ask to be recognized by the Mayor during the "Open Public Comments" section on the agenda. Please state your name and address for the record. All comments are appreciated.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

_____ Auringer _____ Vacant _____ Steinberg _____ Rohrich _____ White

OPEN PUBLIC COMMENTS

Persons may take one opportunity to address the council for three minutes on a topic not on the agenda. Persons commenting on consent agenda may use this opportunity to speak. There will be no discussion or action taken at that time. This is merely to inform the City Council of your issue(s) or concern(s) and for City staff to do further research.

APPROVAL OF THE AGENDA

APPROVAL OF MEETING MINUTES

- City Council Meeting Minutes of April 5 and 26, 2021 Pg. 3

CONSENT AGENDA

1. Monthly Bills	Pg. 10	2. Treasurer's Report	Pg. 34
3. Police Report	Pg. 35	4. Fire Report	Pg. 39
5. Public Works Report	Pg. 40	6. Building and Zoning Permits	Pg. 41
7. Gambling Report	Pg.	8. Res. 2021-16 Britton to DTR	Pg. 42
9. Res. 2021-17 Trainor to DTR	Pg. 43		

PRESENTATIONS

1. Shannon Sweeney with David Drown Associates, Inc. (Public Finance Advisors):
General Obligation Improvement Bonds- Series 2021A

If you have any questions, please feel free to contact City Hall at 507.257.3218 or email at jbromeland@eaglelakemn.com.

2. Brian Sarff, Engineer with Bolton and Menk: CSAH 27 (Agency Street) Reconstruction Project
3. Roger Bechel, 312 S. Agency Street: Concerns about Existing Sidewalk
4. Dan Ruschmeyer, Eagle Lake Fire Chief: Review of Fire Department Roster

NEW BUSINESS

1. Resolution Providing for the Issuance and Awarding the Sale of \$1,295,00 General Obligation Improvement Bonds, Series 2021A, Pledging for the Security Thereof Special Assessments and Levying a Tax for the Payment Thereof Pg. 44
2. Resolution Providing for the Issuance and Sale of \$1,398,000 General Obligation Refunding Bond, Series 2021B and Levying a Tax for Payment Thereof Pg. 69
3. Resolution Declaring Cost to be Assessed, and Ordering Preparation of Proposed Assessment Pg. 89
4. Resolution for Hearing on Proposed Assessment Pg. 93
5. Appointment to Fill City Council Vacancy Pg. 94
6. Relief Association Pension Valuation Pg. 95
7. Capital Outlay Pg. 121
8. Park Board Recommendation to Review Parking Along Thomas Drive by Ballfield Area Pg. 127
9. Court Data Service Subscriber Amendment to CJDN Subscriber Agreement Pg. 130
10. Commence Hiring Process for Additional Part-Time Police Officer Pg. 141
11. Music on Parkway Pg. 142

CITY ADMINISTRATOR REPORT

1. CSAH 27 (Agency Street) Project Newsletter #2 – Neighborhood Meeting Pg. 143
2. Upcoming Mosquito Treatment Dates Pg. 144
3. Upcoming Spring Curbside Cleanup Pg. 145
4. Review Status of Settlement Agreement with Property Owner for Damage at Lake Eagle Park Pg. 149
5. Recap of Meeting with Blue Earth County Wetland Officials Pg. 150
6. 2021-2022 Forestry Corps Site Award Pg. 151

COUNCIL MEMBER'S REPORT

ANNOUNCEMENTS

- Next Regular **City Council** Meeting – June 7, 2021 at 6:00 PM, City Hall-Council Chambers, 705 Parkway Ave
- Next Regular **EDA** Meeting – May 27, 2021 at 6:45 AM, City Hall-Council Chambers, 705 Parkway Ave
- Next Regular **Park Board** Meeting – May 13, 2021 at 6:45 AM, City Hall-Council Chambers, 705 Parkway Ave
- Next Regular **Planning Commission** Meeting – May 17, 2021 at 6:00 PM, City Hall-Council Chambers, 705 Parkway Ave

CLOSED SESSION

1. Recess Regular Meeting and Adjourn into Closed Session as Permitted by Minnesota Statutes
 - a. The meeting will be closed as permitted by the attorney-client privilege (section 13D.05, subdivision 3 (b)) to discuss pending litigation involving Citizens Against Motorsports Park, et al. vs. City of Eagle Lake.
 - b. The meeting will be closed as permitted by section 13D.05, subdivision 3 (c), to consider offers relating to the sale of 301 and 305 Parkway Avenue.
2. Resume Regular Meeting.

ADJOURNMENT

**CITY OF EAGLE LAKE
CITY COUNCIL MEETING
APRIL 5, 2021**

CALL TO ORDER

- Mayor Auringer called the meeting to order at 6:00 p.m.

ROLL CALL

- Council Members present: Dennis Terrell, Garrett Steinberg, Beth Rohrich, Anthony White, and Mayor Auringer.
- Staff present: City Administrator Jennifer Bromeland, Public Works Director Brian Goettl, Police Chief John Kopp, and Deputy Clerk Kerry Rausch.

PUBLIC COMMENTS

- None

APPROVAL OF THE AGENDA

- Administrator Bromeland asked to add an application for liquor license from Casey's General Store to New Business.
- Council Member White moved, seconded by Council Member Rohrich, to approve the agenda as amended. Motion carried with Council Members Terrell, Steinberg, Rohrich, White and Mayor Auringer voting in favor.

APPROVAL OF MEETING MINUTES

- Council Member Steinberg moved, seconded by Council Member Terrell, to approve the March 1, 2021 City Council meeting minutes. Motion carried with Council Members Terrell, Steinberg, Rohrich, White and Mayor Auringer voting in favor.

CONSENT AGENDA

- Council Member White moved, seconded by Council Member Rohrich, to approve the consent agenda.

Monthly Bills	Treasurer's Report	Police Report
Fire Report	Public Works Report	Building & Zoning Permits
Gambling Report	Resolution 2021-11 Tarkey Resignation from Fire Dept	
- Motion carried with Council Members Terrell, Steinberg, Rohrich, White and Mayor Auringer voting in favor.

PUBLIC HEARING

- None

PRESENTATIONS

1. Brian Sarff, Engineer with Bolton and Menk: CSAH 27 (Agency Street) Bid Recommendation and Other Project Updates
 - Mr. Sarff reported that three bids were received and all were below the engineering estimate. The lowest bid was submitted by Dirt Merchants in the amount of \$2.4 million of which the city would be responsible for \$1.4 million. The city needs to accept this bid on the city's behalf and Blue Earth County will be the agency to award the bid at their April 13, 2021 meeting.
 - The special benefit analysis is expected to be completed for the May city council meeting which will result in the special assessment hearing being delayed by one month. City Council may need to hold a work session to determine assessment amounts. The special assessment hearing will most likely be held in June.
 - Center Point Energy, as a private utility, is looking to begin utility relocations in the next couple of weeks.
 - Xcel Energy has been contacted and additional lights can be installed on poles at a cost of \$10 per month. An additional pole may be added for lighting. Council requested that current foot candle levels be calculated along with the foot candle levels with the proposed lighting changes.

- Timing of construction will be determined after the bid is awarded and a pre-construction meeting is scheduled.
2. Shannon Sweeney with David Drown Associates, Inc (Public Finance Advisors)
 - Mr. Sweeney explained the total amount to be financed is \$1.896 million, which includes financing costs. It was recommended that the city pay \$600,000 cash from the sanitary sewer fund. This would result in a \$1.295 million general obligation bond with annual payments of \$100,000 for fifteen (15) years. Annual payments from the water fund in the amount of \$40,000 and an additional \$10,000 from sanitary sewer fund will be needed.
 - It is anticipated that the special assessments will be certified in the fall of 2021 for first collection in 2022.
 - Mr. Sweeney made the following recommendations: 15-year term on project financing consistent with the term on special assessments, bonds callable any time after February 1, 2028, sale of bonds utilizing a competitive sales process, purchasing a Standard & Poors rating, and the use of \$600,000 of cash to reduce borrowing for the project.
 - Administrator Bromeland explained that it is unknown at this time how America Rescue Funds monies will be able to be used.

OLD BUSINESS

- None

NEW BUSINESS

1. Resolution Accepting Bids and Awarding Contract for CSAH 27 Project
 - By approving this resolution, it will be the city's support to go to Blue Earth County.
 - Council Member Terrell moved, seconded by Council Member Rohrich, to approve Resolution 2012-12 Resolution Approving Bid. Motion carried with Council Members Terrell, Steinberg, Rohrich, White, and Mayor Auringer voting in favor.
2. CSAH 27 (Agency Street) Cooperative Construction Agreement
 - The proposed agreement was prepared by Blue Earth County and Eagle Lake's attorney reviewed document and suggested change was made.
 - Council Member Steinberg moved, seconded by Council Member Rohrich, to approve the cooperative construction agreement. Motion carried with Council Members Terrell, Steinberg, Rohrich, White, and Mayor Auringer voting in favor.
3. Resolution Providing for the Competitive Negotiated Sale of \$1,295,000 General Obligation Improvement Bonds, Series 2021A
 - If approved, the city's first payment will be due February 1, 2023 and will be assessed to properties in 2021 to be collected in 2022. Assessments must be finalized this fall. Bonds will be callable in 2028.
 - Council Member Terrell moved to approve Resolution 2021-13 Providing for the Competitive Negotiated Sale of \$1,295,000 General Obligation Improvement Bonds, Series 2021A. Council Member Steinberg seconded the motion. The motion carried with Council Members Terrell, Steinberg, Rohrich, White, and Mayor Auringer voting in favor.
 - Mr. Sarff stated that notices of the assessment hearing will be sent to residents prior to the assessment hearing.
 - Administrator Bromeland received communication from the special benefit consultant and stated a special city council meeting will be needed the week of April 26, 2021.
4. Resolution Accepting Resignation of Council Member Terrell and Declaring a Vacancy
 - Council Member Terrell has submitted his resignation. Mr. Terrell has served on City Council for a total of 19 years and is resigning due to moving out of Eagle Lake.
 - Council Member White moved, seconded by Council Member Rohrich, to accept Resolution 2021-14 Accepting Resignation and Declaring a Vacancy. Motion carried with Council Members Terrell, Steinberg, Rohrich, White and Mayor Auringer voting in favor.
5. Brindlee Mountain Fire Apparatus Listing and Marketing Commission Agreement
 - In August of 2020 the Fire Department retired the 1995 Spartan Fire Truck and was directed to advertise the sale of the truck. The truck has been listed with Brindlee Mountain. A motion is needed to retroactively approve authorizing the City of Eagle Lake to enter into a listing and marketing commission agreement with Brindlee Mountain for the sale of the 1985 Spartan Fire Truck.
 - Council Member Steinberg moved, seconded by Council Member White, authorizing the City to enter into a listing and marketing commission agreement with Brindlee Mountain for the sale of the 1995 Spartan Fire

Truck. Motion carried with Council Members Terrell, Steinberg, Rohrich, White and Mayor Auringer voting in favor.

6. Planning Commission Recommendation for Conditional Use Permit

- Administrator Bromeland explained that a Conditional Use Permit (CUP) application was received for R12.09.12.476.005 (107 598th Avenue) for the purpose of constructing a facility to offer designer doodles, puppy training classes, grooming services, doggie daycare with boarding facilities, show room filled with dog products, and an on-staff vet or vet technician.
- The parcel is currently zoned B-1 Community Business District. Since the proposed use is not specifically classified and permitted for a B-1 district, the CUP is being sought due to the proposed use being of the same general character as permitted and conditional uses and not detrimental to existing uses and to the general public, health, safety, and welfare.
- Notices were mailed to all properties within 350 feet of this parcel. Two property owners participated in the public hearing. One property owner asked about whether there should be a fence on the proposed location, if there would be turf and proposed drainage plans. Another property owner expressed concern with ag land being adjacent to the facility and concern for the dogs when spraying occurs and at harvest time with dust. It was discussed with the parcel owner that the parties would be in contact when spraying is scheduled to occur and at harvest time.
- Following the public hearing the Planning Commission made a recommendation to allow the CUP with the following provisions: sound proofing of walls, weekly pickup of fecal waste from site, odor proof containers for fecal waste storage, ongoing fence repair and maintenance, rodent proof food containers, ventilation system installed, surprise inspections, the sleeping quarter are not allowed to be used as a residence or for a period of time in excess of seven (7) consecutive days, and that the entire business must be enclosed with the exception of limited use to walk or train the dogs in an outdoor fenced in area.
- Council Terrell moved, seconded by Council Member Steinberg, to allow a Conditional Use Permit with the conditions listed above. Motion carried with Council Members Terrell, Steinberg, Rohrich, White, and Mayor Auringer voting in favor.

7. Rental License Agreement with Property Owner at 404 S. Agency Street

- The City received a complaint regarding the exterior condition of 404 S. Agency Street, which is a licensed rental property. An inspection was completed by the City's building inspector, Dan Murphy, and a list of items were noted as needing corrective action. The property owner was issued a letter stating that the items needed to be corrected by June 13, 2021 or the rental license would be revoked. The property owner contacted City staff and explained that he has given his tenants notice that they must be out of the property by December 1, 2021 as he intends to demolish the structure and eventually replace it with new, single family housing. The owner has provided the City a copy of an agreement between himself and Bruender Construction to demonstrate the intent to demolish the building in December.
- According to an inspection report completed by the building inspector, the home appears safe to occupy. The outside conditions appear to be cosmetic and have impacts on the long-term stability of the structure if not addressed in a timely fashion.
- Legal Counsel advises that the property owner (1) agree to an inspection of the interior of the home if deemed appropriate; (2) agree that any repairs that are necessary to protect the health and safety of tenants be made immediately; (3) agree that the property either needs to be brought up to code or demolished by March 1, 2022; (4) agree that if the property is not brought up to code that the tenants shall be required to exit the property at the end of their lease, and under no circumstances no later than December 31, 2021; and (5) agree that if the property is not brought up to code or demolished by March 1, 2022, that the property owner consents to the City making the repairs or having the repairs made to the property with the property owner being billed for the cost of the repairs.
- Council Member Rohrich moved, seconded by Council Member White, to authorize entering into an agreement with the property owner of 404 S. Agency Street requiring the above listed conditions. Motion carried with Council Members Terrell, Steinberg, Rohrich, White, and Mayor Auringer Voting in favor.

8. Pricing for Playground Base Materials and Installation

- Administrator Bromeland stated that Council Member and Park Board Member Beth Rohrich has spearheaded this project and has obtained pricing for equipment, base material and grading work. The League of MN Cities has stated that pea rock is a non-compliant base material, and it needs to be replaced. The remaining costs of \$72,000 will be paid for by the park's capital outlay funds.
- Council Member Rohrich explained that the equipment was ordered and received last fall. There will be four new pieces installed in Lake Eagle Park. The installer cannot put compliant equipment in non-compliant base material. To remove the pea rock from Lake Eagle Park, the park will need to be closed for

- 7-10 days. At that time engineered wood fibers will be installed. Council Member Rohrich recommended that the City has the installer lay the base material.
- Public Works Director, Brian Goettl, stated the public works department can remove the existing pea rock and will utilize a sentence to serve crew to assist with this project either the week of April 26th or May 3rd. Pea rock will be taken to Bruender Construction. Grading work for Eagle Heights Park will be done once road restrictions are lifted.
 - Council Member Terrell moved, seconded by Council Member White, authorizing the purchase and installation of engineered wood fibers for the base material at Lake Eagle and Eagle Heights Parks. Motion carried with Council Members Terrell, Steinberg, Rohrich, White, and Mayor Auringer voting in favor.
9. Pricing for Street Sweeping
- Public Works Director Goettl stated he has received a bid from Loken's for street sweeping services at a cost of \$95 per hour with an estimated total of \$3,705. Mr. Goettl recommended the bid be approved and staff be authorized to schedule street sweeping services.
 - Council Member White moved, seconded by Council Member Terrell, to accept the street sweeping bid from Loken's and authorize staff to schedule street sweeping services. Motion carried with Council Members Terrell, Steinberg, Rohrich, White, and Mayor Auringer voting in favor.
10. Proposal for Environmental Mosquito Management (EMM) Program
- Administrator Bromeland stated that in the past the city has sprayed for mosquitos biweekly. Options for 2021 include nine (9) biweekly treatments at a cost of \$648.90 per treatment or 15 weekly treatments at a cost of \$590 per treatment. This service would be paid out of park's professional service.
 - Council discussion included if the city would like to continue mosquito spraying services and if not, would residents use chemicals that are harmful. Council Member Rohrich stated she has spoken with approximately 35 residents and 21 stated they would like the city to continue with mosquito spraying treatments.
 - Council Member Terrell moved, seconded by Council Member Rohrich, to contract with EMM for biweekly mosquito spraying services and to ask them to spray along park trails and other trails. Motion carried with Council Members Terrell, Steinberg, Rohrich, White, and Mayor Auringer voting in favor.
11. Southern Minnesota Initiative Foundation (SMIF) Grant Commitment
- Administrator Bromeland stated that SMIF has granted the city an additional \$5,000 for the Music on Parkway project, bringing the total grant amount to \$10,000. The city must contribute \$5,000. Events are being planned for May, June, July, and August and will be held between the Eagle Lake American Legion and the Eagle's Nest on North Third Street.
 - Council Member Rohrich moved, seconded by Council Member White, to accept the additional funding through a SMIF grant. Motion carried with Council Members Terrell, Steinberg, Rohrich, White, and Mayor Auringer.
12. Renting Out Council Chambers
- Administrator Bromeland explained that due to COIVD-19 renting of the Council Chambers was suspended. The front office has received inquiries from residents asking if the space is available for rent. If Council wishes to resume renting of this space, staff recommend adding an attachment to the rental agreement stating something to the effect that due to COIVD-19, the party that is renting the space is responsible for ensuring compliance with recommended safety measures and social distancing as recommended by the MN Department of Health (MDH) or Centers for Disease Control (CDC). Additionally, the party renting the room would be responsible for ensuring that his/her guests comply with the Governor's Executive Order as it relates to face coverings while indoors at a public space. Staff have contacted three nearby communities that are similar in size to find out if they are renting community spaces to the public. All communities reported that they are renting communities spaces to the public but that they have capacity limitations due to COVID-19.
 - Council discussion included the need to make sure video streaming equipment is safely stored when space is being rented.
 - Council Member Steinberg moved, seconded by Council Member White, to resume renting of the Council Chambers to the public. Motion carried with Council Members Terrell, Steinberg, Rohrich, White, and Mayor Auringer voting in favor.
13. Community Forestry Member Request for 2021-2022
- If the City wishes to have another community forestry member for the 2021-2022 service year, a request must be submitted by April 16, 2021. It is uncertain if Vien Nguyen will continue.
 - Council Member Steinberg moved, seconded by Council Member Rohrich, to apply for a part-time community forestry member for 2021-2022 service year.

14. Liquor License-Casey's General Store

- Administrator Bromeland explained that Casey's General Store discontinued their liquor license a couple of years ago and is now requesting a 3:2 liquor license. An application and fees have been received and a background check is in process. Staff is asking for approval, contingent on the results of the background check.
- Council Member Terrell moved, seconded by Council Member White, approving the 3:2 liquor license for Casey's General Store contingent upon positive background check. Motion carried with Council Members Terrell, Steinberg, Rohrich, White, and Mayor Auringer voting in favor.

OTHER

1. Notice of Pay Equity Compliance

- The City has been found in compliance with pay equity requirements for gender-based disparities. This reporting is required every three years.

2. Council Member Terrell Presentation

- Council Member Dennis Terrell was thanked and presented with a plaque in recognition of 19 years of service on the City Council.

3. Upcoming Special City Council Work Session

- A special City Council work session will be scheduled the week of April 26, 2021.

CITY ADMINISTRATOR REPORT

1. Private utility work along Agency Street will be taking place.

COUNCIL MEMBER'S REPORT

1. Council Vacancy

- The vacancy on the City Council can be filled by mayoral appointment. Residents will be notified of the vacancy and how to apply if interested. Applications can be reviewed at the special City Council meeting at the end of April and the appointment being made at the May 3, 2021 City Council meeting.

2. Community Education and Recreation

- Council Member Rohrich reported that she attended the March Community Education meeting and that the Spirit of Youth Award will be presented at their May banquet.

3. Fire Hall

- Council Member White reported that at the March EDA meeting there was discussion of fire hall location needs.

4. MAPO Meeting

- Mayor Auringer reported that the Mankato Area Planning Organization (MAPO) deals with regional transportation and that they are compiling future projects which can include bike trails. Mayor Auringer sees Eagle Lake project needs such as 211th Street, sidewalk connection to Casey's and a connection to the Sakatah Trail. Council Members were asked to share any ideas they may have.

Staff Update

- Public Works Director, Brian Goettl, stated the new meter for Regency's waste water has arrived and that the representative will program and calibrate it on Friday.

ADJOURNMENT

- Council Member Terrell moved, seconded by Council Member White, to adjourn the meeting at 7:52 p.m.

Tim Auringer, Mayor

Kerry Rausch, Deputy Clerk

**CITY OF EAGLE LAKE
CITY COUNCIL SPECIAL MEETING
APRIL 26, 2021**

CALL TO ORDER

- Mayor Auringer called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

- The Pledge was said.

ROLL CALL

- Council Members present: Garrett Steinberg, Beth Rohrich, Anthony White, and Mayor Auringer.
- Staff present: City Administrator Jennifer Bromeland and Deputy Clerk Kerry Rausch.

AGENDA

1. Review of Special Benefit Analysis Report for CSAH 27 (Agency Street) Reconstruction Project
 - Administrator Bromeland stated the report was received today and that it will be available for public inspection after the meeting and if Council wishes, it can be posted online at well.
 - Brian Sarff, with Bolton and Menk, explained that the consultant looked at several types of properties: single family residential, multi-family units, non-residential/commercial, agricultural, and miscellaneous.
 - Through a detailed analysis of residential properties, it has been determined that a benefit gain of \$7,500-\$8,000 would be received from the project. Multi-family units were calculated on a per unit basis, with a decreased rate for parcels with more units. Non-residential properties were looked at on an individual basis. Agricultural parcels were evaluated with development potential being taken into consideration. Miscellaneous parcels include vacant parcels and city owned parcels.
 - Parcels with common ownership which function as single parcels would receive one assessment. Parcels with common ownership that function as separate parcels would receive two assessments.
 - Council will need to determine how to assess corner lots, lots with multiple fronts, and undevelopable lots.
 - The approximate amount of assessments calculated in this report are between \$617,000 - \$665,000, which is between 21%-23% of total project cost, including Blue Earth County's portions. Agricultural and commercial parcels are driving up this percentage.
 - Mr. Sarff stated he believes this report was well done.
 - Council discussion included the desire to verify with the consultant how the Hansen property's agricultural land was handled.
 - Bob Winkler, resident on Agency Street, stated he does not feel this project adds any value to the parcels he owns and feels the city needs to construct a water filtration plant to address discolored water. He also stated he has a parcel which he feels is unbuildable.
 - Administrator Bromeland explained that the next steps include a May 3rd City Council meeting in which a public hearing will be called and scheduled. June 7th's City Council meeting will include the public hearing. Notices will be mailed to property owners two weeks in advance of the public hearing. The Special Benefit Analysis report will become a final report when the City indicates to the consultant that no changes are needed. Legal counsel has indicated putting the draft report on the city's website is acceptable upon Council's approval.
 - Council directed staff to place the report on the City's website and to make residents aware of this and to allow them time to review and bring comments to the city.
 - Mayor Auringer stated this may be an appropriate time for Council to review the city's assessment policy.
2. Street Lighting Study
 - Brian Sarff, Bolton and Menk, presented finding from a street lighting study along Agency Street. The benchmark used for lighting levels is from MNDot which recommends sidewalks at 0.3 footcandles and 0.6 for street footcandles. The current lighting level for the sidewalk is 0.2 footcandles with lighting on approximately every third pole. If lights were added to every pole plus adding two additional poles between Maywood and LeSueur the footcandles would be increased to 0.6. This study does not take into consideration light and dark locations.

- Council discussion included the current darkness of Agency Street and the desire to illuminate intersections for pedestrian crossing safety. It was mentioned that North Agency Street does not really have ample lighting and that there are lights on every pole in that area currently.
 - The cost for this additional lighting will be \$10 per month for each additional light added.
 - Council directed Brian Sarff and Administrator Bromeland to schedule a meeting with Xcel regarding scheduling this work.
3. Review Applications Received for Vacant City Council Seat and Discuss Next Steps to Fill Vacancy
- Administrator Bromeland explained that eight applications have been received. There is no prescribed method for filling the vacancy other than the vacancy can be filled by appointment.
 - Council discussion included the desire to appoint an individual who has experience on city boards or commissions or who regularly attends City Council meetings.
 - Council decided to interview the top three applicants and that each Council member will individually score all applicants and submit their top three choices to Administrator Bromeland who will compile the final list of applicants to be interviewed from each Council Member's recommendations.
 - Applicants will be interviewed Monday, May 3, 2021 in a work session prior to the City Council meeting.

ADJOURNMENT

- Council Member White moved, seconded by Council Member Rohrich, to adjourn the meeting at 6:59 p.m.

Tim Auringer, Mayor

Kerry Rausch, Deputy Clerk

CITY OF EAGLE LAKE

04/30/21 10:34 AM

Page 1

*Check Summary Register©

April 2021

Name	Check Date	Check Amt	
10100 Cash			
1383e PERA	3/29/2021	\$4,032.09	PERA
1384e FURTHER	3/29/2021	\$8,285.60	EMPLOYER AND EMPLOYEE CONTRIBUTIO
1385e PSN	4/1/2021	\$0.00	MARCH FEES
1386e MN DEPT OF REVENUE	4/1/2021	\$1,605.00	MARCH SALES TAX
1387e MN DEPT OF LABOR & INDUSTR	4/1/2021	\$52.98	1ST QTR BUILDING PRMT SURCHARGE
1388e PSN	4/5/2021	\$462.05	MARCH FEES
1389e AFLAC	4/6/2021	\$202.32	MARCH PREMIUM
1390e FURTHER	4/12/2021	\$323.10	BW 04-15-21
1391e PERA	4/12/2021	\$3,886.17	BW 04-15-21
1392e PERA	4/26/2021	\$4,105.25	BW 04-29-21
1393e FURTHER	4/26/2021	\$323.10	BW 04-29-21
1394e PERA	4/28/2021	\$37.50	MO 04-21
43469 AFLAC	4/5/2021	\$0.00	MARCH PREMIUMS
43470 BHE COMMUNITY SOLAR LLC	4/5/2021	\$2,388.68	SOLAR GARDEN
43471 BLUE EARTH COUNTY	4/5/2021	\$4,312.50	R12.10.18.132.010
43472 CHRISTOPHER KENNEDY	4/5/2021	\$0.00	
43473 EAGLE EXPRESS	4/5/2021	\$980.25	
43474 GOPHER STATE ONE CALL	4/5/2021	\$35.10	
43475 HAWKINS	4/5/2021	\$2,681.49	
43476 MATHESON TRI GAS INC	4/5/2021	\$49.53	
43477 UC LABORATORY	4/5/2021	\$699.30	
43478 UNITED STATES POSTAL SERVI	4/5/2021	\$809.64	PERMIT 12-FIRST CLASS POSTAGE
43479 VERIZON WIRELESS	4/5/2021	\$278.96	
43480 VIKING FIRE & SAFETY LLC	4/5/2021	\$68.33	
43481 CHRISTOPHER KENNEDY	4/6/2021	\$873.00	
43482 BCBS OF MN	4/7/2021	\$13,755.05	
43483 JOHN KOPP	4/7/2021	\$92.24	POST BOARD LICENSE RENEWAL
43484 PETERKA, LOGAN	4/7/2021	\$531.04	CLOTHING ALLOWANCE
43485 UNITED STATES POSTAL SERVI	4/7/2021	\$250.96	DRINKING WATER REPORT POSTCARD PO
43486 MN DEPT OF HEALTH	4/14/2021	\$23.00	GOETTL-WATER SUPPLY OPERATOR REN
43487 PRINCIPAL FINANCIAL GROUP	4/14/2021	\$178.62	
43488 SCHWICKERTS	4/14/2021	\$784.00	PREVENTATIVE MAINTENENACE
43489 ADP, LLC	4/30/2021	\$463.05	
43490 APPLIED CONCEPTS, INC.	4/30/2021	\$263.00	
43491 ARAMARK	4/30/2021	\$313.10	
43492 BADGER METER	4/30/2021	\$993.30	
43493 BAUERS SPECIALTY SALES	4/30/2021	\$39.98	CHAIN FOR CHAIN SAW
43494 BENCO ELECTRIC	4/30/2021	\$541.91	STREET LIGHTING
43495 B. E. COUNTY SHERIFFS DEPT	4/30/2021	\$180.00	1ST QTR MDTS
43496 BOLTON & MENK INC	4/30/2021	\$2,932.50	CSAH 27
43497 CARRIAGE REPAIR INC	4/30/2021	\$473.51	
43498 CASEYS GENERAL STORE EAGL	4/30/2021	\$441.33	
43499 CENTER POINT ENERGY	4/30/2021	\$433.95	
43500 CITY BUILDING INSPECTION SR	4/30/2021	\$3,467.87	
43501 COMPUTER INFORMATION SYS	4/30/2021	\$360.00	ANNUAL LICENSE RENEWAL
43502 COMPUTER TECHNOLOGY SOL	4/30/2021	\$40.00	
43503 CUSTOM FIRE APPARATUS INC	4/30/2021	\$400.00	
43504 DELTA DENTAL OF MN	4/30/2021	\$649.65	MAY PREMIUM
43505 DOG WASTE DEPOT	4/30/2021	\$1,389.46	
43506 EIDE BAILLY	4/30/2021	\$16,000.00	AUDIT SERVICES
43507 FEDEX	4/30/2021	\$4.59	
43508 FRESH START CLEANING AND	4/30/2021	\$100.00	MARCH SERVICES
43509 GALLS LLC	4/30/2021	\$196.02	
43510 HAWKINS	4/30/2021	\$25.00	

CITY OF EAGLE LAKE

*Check Summary Register©

April 2021

Name	Check Date	Check Amt	
43511	I & S GROUP INC	4/30/2021	\$7,560.75 MS4
43512	INTOXIMETERS INC	4/30/2021	\$95.00
43513	J.R. BRUENDER CONSTRUCTIO	4/30/2021	\$2,006.00
43514	LJP ENTERPRISES	4/30/2021	\$10,446.64 REFUSE TAGS
43515	LOKENS ASPHALT MAINTENANC	4/30/2021	\$2,775.00 STREET SWEEPING
43516	CITY OF MANKATO	4/30/2021	\$13,525.12 FINAL SEWER CHARGE 2020
43517	MENARDS	4/30/2021	\$658.27
43518	METERING & TECHNOLOGY SOL	4/30/2021	\$6,251.92 WATER METERS
43519	METRO SALES INC	4/30/2021	\$935.50
43520	MN PAVING MATERIALS	4/30/2021	\$33.00
43521	MN RURAL WATER ASSOCIATIO	4/30/2021	\$300.00 MEMBERSHIP
43522	MINNESOTA WASTE PROCESSI	4/30/2021	\$5,632.76
43523	PRO IMAGE PARTNERS	4/30/2021	\$87.00 REFLECTIVE VINYL
43524	RED FEATHER/HERMEL WHOLE	4/30/2021	\$293.32
43525	RUSCHMEYER, DAN	4/30/2021	\$40.71
43526	SAFETY & SECURITY CONSULA	4/30/2021	\$1,370.00 BASIC FIREFIGHTER COURSE-STEVEN H.
43527	SANCO EQUIPMENT LLC	4/30/2021	\$1,957.55
43528	SOUTH CENTRAL MN EMS SYST	4/30/2021	\$250.00 MEDICAL DIRECTION SERVICES JAN-JUNE
43529	SPS COMPANIES INC	4/30/2021	\$162.63
43530	ST CLOUD STATE UNIVERSITY	4/30/2021	\$365.00 MCFOA CONFERENCE-RAUSCH
43531	STAPLES BUSINESS ADVANTA	4/30/2021	\$352.90
43532	STREICHERS	4/30/2021	\$209.94
43533	TGK AUTOMOTIVE OF MANKAT	4/30/2021	\$721.80
43534	US BANK EQUIPMENT FINANCE	4/30/2021	\$114.00
43535	VIKING FIRE & SAFETY LLC	4/30/2021	\$443.27
43536	XCEL	4/30/2021	\$3,420.17
Total Checks			\$141,823.32

FILTER: ((([Act Year]='2021' and [period] in (4))) and ((([Check Nbr]>0 and not EFT and not [Source] like 'PAY????????' or [EFT])) and [Cash Act]='10100')

11

Pay Dates 04/01/2021, 04/15/2021, 04/29/2021

Payroll Name	Pay Date	Net Pay
AURINGER, MANDY L	04/01/2021	719.97
AURINGER, MANDY L	04/15/2021	719.97
AURINGER, MANDY L	04/29/2021	704.97
Auringer, Timothy A	04/29/2021	350.81
Bromeland, Jennifer J	04/01/2021	2,605.85
Bromeland, Jennifer J	04/15/2021	2,605.83
Bromeland, Jennifer J	04/29/2021	2,605.84
Goettl, Brian K	04/01/2021	1,649.29
Goettl, Brian K	04/15/2021	1,588.14
Goettl, Brian K	04/29/2021	1,525.84
Haber, Jerald L	04/01/2021	56.58
Hartman, Andrew R	04/01/2021	1,220.37
Hartman, Andrew R	04/15/2021	1,097.42
Hartman, Andrew R	04/29/2021	1,097.42
Jensen, Dustin D	04/01/2021	1,364.77
Jensen, Dustin D	04/15/2021	1,314.10
Jensen, Dustin D	04/29/2021	1,689.82
Keeseey, Zachary D	04/01/2021	439.58
Keeseey, Zachary D	04/15/2021	106.60
Keeseey, Zachary D	04/29/2021	532.09
Konz, Noah J	04/29/2021	73.88
Kopp, John A	04/01/2021	1,771.14
Kopp, John A	04/15/2021	1,957.78
Kopp, John A	04/29/2021	1,632.84
Nicklay, Michael L	04/01/2021	1,047.51
Nicklay, Michael L	04/15/2021	1,047.52
Nicklay, Michael L	04/29/2021	1,085.42
Peterka, Logan T	04/01/2021	1,491.64
Peterka, Logan T	04/15/2021	1,348.02
Peterka, Logan T	04/29/2021	1,296.07
Rausch, Kerry L	04/01/2021	1,124.53
Rausch, Kerry L	04/15/2021	1,156.65
Rausch, Kerry L	04/29/2021	1,124.54
Rohrich, Elizabeth K	04/29/2021	253.96
Romig, Benjamin T	04/01/2021	117.25
Romig, Benjamin T	04/15/2021	183.09
Romig, Benjamin T	04/29/2021	353.42
Ruscmeyer, Daniel S.	04/29/2021	399.40
Shoemaker, Brian J	04/01/2021	101.04
Shoemaker, Brian J	04/15/2021	531.05
Shoemaker, Brian J	04/29/2021	197.32
Steinberg, Garrett R	04/29/2021	253.96

12

Payroll Name	Pay Date	Net Pay
Terrell, Dennis A	04/29/2021	207.78
White, Anthony D	04/29/2021	253.96

13

CITY OF EAGLE LAKE
INVESTMENT PORTFOLIO
March 31, 2021

		bank stmts
Cornerstone State Bank	GENERAL CHECKING (0.2%)	\$ 195,726.22
	os deposit	\$ 2,361.75
	os checks	\$ (61,931.62)
Community Bank	ACH CHECKING	\$ 500.00
Pioneer Bank - ICS	Acct 5058105 - variable rate %	\$ 2,953,363.09
Pioneer Bank - Savings	0.25% APY	\$ 244,985.65
4M	0.26% RATE	\$ 141.91
	SUB TOTAL	\$ 3,335,147.00
Cornerstone State Bank	EDA Account	\$ 152,020.29
Cornerstone State Bank	Loan Acct	\$ 40,302.70
Cornerstone State Bank	SCDP Acct	\$ 18,289.35

			Matures	Issued
Citizens Community Federal Portfolio # 111064 CD # 40032787 interest pd at maturity	Rate 1.70%	\$ 245,785.93	8/31/2021	5/25/2018
Community Bank 50071	Rate 2.45%	\$ 250,000.00	7/23/2021	5/23/2019

SUB TOTAL **\$ 495,785.93**

BANK STMT TOTAL **\$ 3,830,932.93**

GL(books) CASH BALANCE REPORT SHOWS: \$ 3,849,262.23 bal sheet cash accts

DIFFERENCE \$ 718.33 () report is lower than check registers

34

The new squad car will be in around the 2nd Week of May.

We will be participating in the Towards Zero Deaths (TZD) seatbelt wave which starts later in May.

With the growing season upon us, we will be enforcing the tall grass and weed ordinance.

All Officers attended the Use of Force/Defensive Tactics training in March and April with the Sheriff's office and other municipalities in Blue Earth County.

If the Council has any questions or concerns, please feel free to contact me at 507-257-3110 or at elpd@eaglelakemn.com.



Chief John Kopp
Eagle Lake Police Department

Eagle Lake Police Department Accumulative Report

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Traffic Ticket Report													
Careless Driving	0	0	0	0									0
DAS/DAR/DAC	0	0	1	3									4
Equipment Violations	0	0	0	0									0
Expired Tabs	0	0	0	0									0
Other	0	0	3	4									7
Seatbelt	0	0	1	0									1
Speeding	1	0	26	4									31
Stop Sign	0	0	1	0									1
Traffic Stops	35	11	86	28									160
Warnings	34	11	53	19									117
													Total
Calls for Service													
Accidents	0	3	1	1									5
Administrative Citations	0	0	0	0									0
Alarms	0	2	2	1									5
Animal Comp.	6	4	10	4									24
Assaults	0	0	0	0									0
Assist	8	4	15	7									34
Assist Ambulance	6	5	13	9									33
Assist Fire Dept	1	3	2	0									6
Assists OA	24	14	10	18									66
Burglary	0	0	1	0									1
Call Outs	7	2	2	2									13
Civil	1	4	1	0									6
Directed Patrol	27	38	68	62									195
Disturbance	0	0	5	1									6
Domestic	0	3	4	1									8
Driving Comp.	4	4	5	6									19
DWI	0	2	0	1									3
Fraud	0	3	2	6									11
Harrasment	0	3	1	1									5
Miscellaneous	21	12	24	29									86
Narcotics	0	0	3	1									4
Noise Comp	0	1	0	0									1
Ordinance Viol.	5	5	5	4									19
Party Comp.	0	0	0	0									0
Property Damage	2	0	0	1									3
Runaway/Missing Person	0	0	2	0									2

25

Eagle Lake Police Department Accumulative Report

Suspicious Cir.	4	4	8	5																21
Suspicious Person	0	2	1	7																10
Suspicious Vehicle	1	3	4	9																17
Thefts	0	0	3	0																3
Threats	2	0	0	0																2
Warrants Serv.	2	1	2	0																5
Weapons	0	0	2	1																3
Welfare Check	2	7	4	4																17
Total ICRS	151	138	284	207																780
Total Mileage																				
2017 Explorer	110744	112561	115250	117868																
2020 Explorer	16,722	17,693	19,656	20,992																
Monthly Mileage																				
2017 Explorer	1,949	1,817	2,689	2,618																
2020 Explorer	1,453	971	1,963	1,336																

Fire Chiefs Report April 2021

Grain Bin Rescue was the topic of the monthly training for the fire department. SASCS conducted the training with their grain bin prop. Eagle Lake Fire has a limited number of grain facilities in our coverage area but the training will help with mutual aid calls to neighboring departments.

10 Calls for the month of April

Medicals 8

Grass Fire/Cancelled 1

Motor Vehicle Fire 1

Call Areas:

Eagle Lake 7

Mankato Twsp. 1

Le Ray Twsp. 2

Dan Ruschmeyer
Eagle Lake Fire Chief



Brian Goettl
Public Works Director
90 Le Ray Avenue
Eagle Lake, MN 56024
(507) 257-3218
bkgoettl@eaglelakemn.com

May, 2021

To: Mayor Auringer, City Council and City Administrator Jennifer Bromeland

From: Brian Goettl Public Works Director

I will be out of town for the May Council meeting.

Water: We will be flushing water mains and the water tower May 17th – 19th. We will start to repair and exercise water gate valves.

Sewer: We have been monitoring and doing maintenance on the lift stations for grease build up.

Streets: We are working on potholes and measuring for street and sidewalk repairs.

Parks: We will be working with the installers with the new park equipment to remove the pea rock and other needs.

Storm Sewer: Jennifer and I finished working with ISG Engineering on submitting the City's MS4 permit and will continue training, maintenance and documenting as permit requires.

If you have any questions or concerns, please feel free to contact me at 507-420-3510 or bkgoettl@eaglelakemn.com

Brian K. Goettl

BUILDING PERMITS 2021

<u>HOUSE #</u>	<u>STREET</u>	<u>VALUE</u>	<u>Project Description</u>
21588	598th Ave	\$	Water/sewer connection
46	Country Manor	\$ 3,000.00	Entryway
220	LeRay Ave	\$ 9,400.00	Reroofing
442	Thomas Dr.	\$ 19,580.00	Reroofing
425	Pebble Ct.	\$ 4,650.00	Furnace
1008	Timberidge Trl	\$ 8,365.00	A/C
209	Lakeview Dr.	\$ 3,000.00	Furnace
200	Diane Dr.	\$ 11,135.00	Reroofing
110	Plainview St.	\$ 9,737.50	Windows
117	N. Third St	\$ 8,230.00	Windows
617	Colodoro Ln.	\$ 4,000.00	Deck
224	Ann Dr.	\$ 12,000.00	Windows, residing
101	LeSueur Ave.	\$ 6,589.00	Windows-4
417	Thomas Dr.	\$ 3,800.00	A/C
116	Oak Ct	\$ 8,000.00	patio/pergola
419	LeRay Ave	\$ 3,845.00	windows-5
328	Blace Ave.	\$ 8,064.00	Deck

<u>Zoning #</u>	<u>Address</u>	<u>Type</u>
21-8	280 Oak Dr	Shed
21-9	439 Thomas Dr.	Shed
21-10	133 N. Second St.	Fence
21-11	212 Blace Ave	Fence

**CITY OF EAGLE LAKE, MINNESOTA
CITY COUNCIL RESOLUTION 2021-16**

A Resolution Appointing Chelsea Britton to the City of Eagle Lake Day Time Rescue

WHEREAS, Chelsea Britton has stated his interest to be appointed to the City of Eagle Lake Day Time Rescue; and

WHEREAS, Chelsea Britton meets the requirements to serve on the Day Time Rescue and the Fire Chief recommends the appointment of Chelsea Britton to the Day Time Rescue.

NOW THEREFORE, BE IT RESOLVED, the Eagle Lake City Council hereby appoints Chelsea Britton to the Eagle Lake Day Time Rescue.

Adopted by the City Council of Eagle Lake, Minnesota this 3rd day of May 2021.

Tim Auringer, Mayor

ATTEST:

Jennifer Bromeland, City Administrator

(S E A L)

**CITY OF EAGLE LAKE, MINNESOTA
CITY COUNCIL RESOLUTION 2021-17**

A Resolution Appointing Matthew Trainor to the City of Eagle Lake Day Time Rescue

WHEREAS, Matthew Trainor has stated his interest to be appointed to the City of Eagle Lake Day Time Rescue; and

WHEREAS, Matthew Trainor meets the requirements to serve on the Day Time Rescue and the Fire Chief recommends the appointment of Matthew Trainor to the Day Time Rescue.

NOW THEREFORE, BE IT RESOLVED, the Eagle Lake City Council hereby appoints Matthew Trainor to the Eagle Lake Day Time Rescue.

Adopted by the City Council of Eagle Lake, Minnesota this 3rd day of May 2021.

Tim Auringer, Mayor

ATTEST:

Jennifer Bromeland, City Administrator

(S E A L)



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax


May 3, 2021

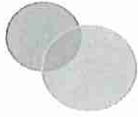
To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Resolution for Bond Sale

Attached you will find a draft award resolution for the bond issue related to the CSAH 27 (Agency Street) Reconstruction Project.

Shannon Sweeney with David Drown Associates will attend the meeting to present the bids received and provide a recommendation regarding the award.

A motion is necessary to adopt Resolution No. 2021-18.


Jennifer J. Bromeland
City Administrator



DDA
David Drown Associates, Inc.
Public Finance Advisors

Cologne Office:
10555 Orchard Road
Cologne, MN 55322
Phone: (952) 356-2992
shannon@daviddrown.com

April 28, 2021

City of Eagle Lake
Attn: Jennifer Bromeland, City Administrator
P.O. Box 159
Eagle Lake, MN 56024

RE: General Obligation Improvement Bonds – Series 2021A

Honorable Mayor, Council Members, and Administrator Bromeland:

The City Council has previously initiated a competitive sale of bonds to fund project costs associated with the CSAH 27 (Agency Street) Project. On the morning of Monday, May 3, 2021 we will be receiving bids for the purchase of the bonds and will be presenting those bids to the City Council with a recommendation regarding award that same evening.

A draft of the award resolution for the bond issue is attached for consideration. The resolution will be updated with information received from the low bidder on the day of sale. Please feel free to contact me with any questions regarding the attached materials.

Thank you for your time and consideration.

Sincerely,

Shannon Sweeney
David Drown Associates, Inc.

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE
CITY OF EAGLE LAKE, MINNESOTA

HELD: May 3, 2021

Pursuant to due call, a regular or special meeting of the City Council of the City of Eagle Lake, Blue Earth County, Minnesota, was duly held at the City Hall on May 3, 2021, at 6:00 P.M., for the purpose, in part, of providing for the issuance and awarding the sale of \$1,295,000 General Obligation Improvement Bonds, Series 2021A.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION PROVIDING FOR THE ISSUANCE AND AWARDED THE
SALE OF \$1,295,000 GENERAL OBLIGATION IMPROVEMENT BONDS,
SERIES 2021A, PLEDGING FOR THE SECURITY THEREOF SPECIAL
ASSESSMENTS AND LEVYING A TAX FOR THE PAYMENT THEREOF

A. WHEREAS, the City Council of the City of Eagle Lake, Minnesota (the "City") has heretofore determined and declared that it is necessary and expedient to issue \$1,295,000 General Obligation Improvement Bonds, Series 2021A (the "Bonds" or individually, a "Bond"), pursuant to Minnesota Statutes, Chapters 475 and 429 to finance various public improvement projects within the City (the "Improvements"); and

B. WHEREAS, the Improvements and all their components have been ordered prior to the date hereof, after a hearing thereon for which notice was given describing the Improvements or all their components by general nature, estimated cost, and area to be assessed; and

C. WHEREAS, the City has retained David Drown Associates, Inc., in Minneapolis, Minnesota ("David Drown"), 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 proposals to purchase the Bonds have been solicited by David Drown; and

D. WHEREAS, the proposals set forth on Exhibit A attached hereto were received by the Clerk, or designee, at the offices of David Drown at _____ A.M. this same day pursuant to the Terms of Offering established for the Bonds; and

E. WHEREAS, it is in the best interests of the City 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 Eagle Lake, Minnesota, as follows:

1. Acceptance of Offer. The proposal of _____ (the "Purchaser"), to purchase the Bonds, at the rates of interest hereinafter set forth, and to pay therefor the sum of \$ _____, plus interest accrued to settlement, is hereby accepted, and the Bonds are hereby awarded to the Purchaser.

2. Bond Terms.

(a) Original Issue Date; Denominations; Maturities. The Bonds shall be dated June 1, 2021, as the date of original issue, be issued forthwith on or after such date in fully registered form, 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 mature, without option of prepayment, on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	\$	2031	\$
2024		2032	
2025		2033	
2026		2034	
2027		2035	
2028		2036	
2029		2037	
2030			

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 City, 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 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 City 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 City 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 City'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, 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 City, 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 City 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 City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than fifteen 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 City and discharging its responsibilities with respect thereto under applicable law. The City 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 City 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 City, is willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City 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 10. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10, the Bonds will be delivered to the Beneficial Owners.

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

(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. Purpose. The Bonds shall provide funds to finance the Improvements. The total cost of the Improvements, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bonds. Work on the Improvements shall proceed with due diligence to completion. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Improvements proceeds with due diligence to completion and that any and all permits and studies required under law for the Improvements are obtained.

4. 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, 2022, 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>Maturity Year</u>	<u>Interest Rate</u>	<u>Maturity Year</u>	<u>Interest Rate</u>
2023	%	2031	%
2024		2032	
2025		2033	
2026		2034	
2027		2035	
2028		2036	
2029		2037	
2030			

5. Optional Redemption. All Bonds maturing on February 1, 2029, and thereafter shall be subject to redemption and prepayment at the option of the City on February 1, 2028, 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 maturities and the principal amounts within each maturity to be redeemed shall be determined by the City 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 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 registered holder of the Bonds not more than sixty (60) days and not fewer than thirty (30) days prior to the date fixed for redemption.

To effect a partial redemption of Bonds having a common maturity date, the 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 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 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 each 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 Registrar (with, if the City or Registrar so requires, a written instrument of transfer in form satisfactory to the City and Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the City shall execute (if necessary) and the 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.

6. Bond Registrar. Bond Registrar. U.S. Bank National Association, in St. Paul, Minnesota, is appointed to act as bond registrar and transfer 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 City 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.

7. 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
BLUE EARTH COUNTY
CITY OF EAGLE LAKE

R- _____ \$ _____

GENERAL OBLIGATION IMPROVEMENT BOND, SERIES 2021A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
____%	February 1, ____	June 1, 2021	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

THE CITY OF EAGLE LAKE, BLUE EARTH 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, 2022, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve thirty-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 the U.S. Bank National Association, in St. Paul, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer (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 the 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. The Bonds of this issue (the "Bonds") maturing on February 1, 2029, and thereafter, are subject to redemption and prepayment at the option of the Issuer on February 1, 2028, 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 maturities and the principal amounts within each maturity to be redeemed shall be determined by 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 registered holder of the Bonds not more than sixty (60) days and not fewer than 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 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.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$1,295,000, all of like date of original issue and tenor, except as to number, maturity, interest rate, redemption privilege and denomination, issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council of the Issuer on May 3, 2021 (the "Resolution"), for the purpose of providing money to finance various public improvement projects within the jurisdiction of the Issuer. This

Bond is payable out of the General Obligation Improvement Bonds, Series 2021A 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 principal 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 principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or the Holder's attorney duly authorized in writing at the principal 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 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, 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 or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Eagle Lake, Blue Earth 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 Administrator, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration:

Registrable by: U.S. BANK NATIONAL
ASSOCIATION

Payable at: U.S. BANK NATIONAL
ASSOCIATION

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

CITY OF EAGLE LAKE,
BLUE EARTH COUNTY, MINNESOTA

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

U.S. BANK NATIONAL ASSOCIATION,
St. Paul, Minnesota
Bond Registrar

/s/ Facsimile _____
Mayor

By: _____
Authorized Signature

/s/ Facsimile _____
Administrator

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 - (Cust) as custodian for (Minor)
under the (State) Uniform
Transfers to Minors Act

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.)

8. Execution. The Bonds shall be in typewritten form, shall be executed on behalf of the City by the signatures of its Mayor and Administrator and be sealed with the seal of the City; 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.

9. 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 an authorized representative of 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 City 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 of June 1, 2021. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

10. Registration; Transfer; Exchange. The City 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 City 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 principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the City 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 City.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the City 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 City 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 Administrator is hereby authorized to negotiate and execute the terms of said agreement.

11. 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.

12. 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 City 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.

13. Treatment of Registered Owner. The City 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 City nor the Bond Registrar shall be affected by notice to the contrary.

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

15. Fund and Accounts. There is hereby created a special fund to be designated the "General Obligation Improvement Bonds, Series 2021A Fund" (the "Fund") to be administered and maintained by the Administrator as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. 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 "Construction Account" and "Debt Service Account":

(a) Construction Account. To the Construction Account shall be credited the proceeds of the sale of the Bonds, less capitalized interest, plus any special assessments levied with respect to the Improvements and collected prior to completion of the Improvements and payment of the costs thereof. Any unused discount or premium upon the sale of the Bonds shall be deposited into the Construction Account. From the Construction Account there shall be paid all costs and expenses of making the Improvements listed in paragraph 16, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65; and the moneys in the Construction Account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the receipt of the collection of taxes or special assessments herein levied or covenanted to be levied; and provided further that if upon completion of the Improvements there shall remain any unexpended balance in the Construction Account, the balance (other than any special assessments) may be transferred to the Debt Service Account or the fund of any other improvement instituted pursuant to Minnesota Statutes, Chapter 429, and provided further that any special assessments credited to the Construction Account shall only be applied towards payment of the costs of the Improvements upon adoption of a resolution by the City Council determining that the application of the special assessments for such purpose will not cause the City to no longer be in compliance with Minnesota Statutes, Section 475.61, Subdivision 1.

(b) Debt Service Account. There are hereby irrevocably appropriated and pledged to, and there shall be credited to, the Debt Service Account: (i) all collections of special assessments herein covenanted to be levied with respect to the Improvements and either initially credited to the Construction Account and not already spent a permitted above and required to pay any principal and interest due on the Bonds or collected subsequent to the completion of the Improvements and payment of the costs thereof; (ii) capitalized interest in the amount of \$_____ (together with interest earnings thereon and subject to such other adjustments as are appropriate to provide sufficient funds to pay interest due on the Bonds on or before February 1, 2022); (iii) any collection of all taxes herein or hereafter levied for the payment of the Bonds; (iv) all funds remaining in the Construction Account after completion of the Improvements and payment of the costs thereof; (v) all investment earnings on funds held in the Debt Service Account; and (vi) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Debt Service Account. The Debt Service Account shall be used solely to pay the principal and interest and any premiums for redemption of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from the account as provided by law.

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 Construction

Account or Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield 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. 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 Internal Revenue Code of 1986, as amended (the "Code").

16. Assessments. It is hereby determined that no less than twenty percent of the cost to the City of each Improvement financed hereunder 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 City 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 City 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 such 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 City or the City Council or any of the City officers or employees, either in the making of the assessments or in the performance of any condition precedent thereto, the City and the City Council will forthwith do all further acts and take all further proceedings as may be required by law to make the assessments a valid and binding lien upon such property. The special assessments have heretofore been authorized. Subject to such adjustments as are required by the conditions in existence at the time the assessments are levied, it is hereby determined that the 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 such assessments at the rates per annum not less than the rate per annum set forth opposite the 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

At the time the assessments are in fact levied the City Council shall, based on the then current estimated collections of the assessments, make any adjustments in any ad valorem taxes required to be levied in order to assure that the City continues to be in compliance with Minnesota Statutes, Section 475.61, Subdivision 1.

17. Tax Levy; Coverage Test. To provide moneys for payment of the principal and interest on the Bonds there is hereby levied upon all of the taxable property in the City 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 in the City for the years and in the amounts as follows:

Year of Tax Levy

Year 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 special assessments and other revenues herein pledged for the payment 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 Bonds. The tax levies shall be irrevocable so long as any of the Bonds are outstanding and unpaid, provided that the City 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. 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 City 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 City 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 City 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.

19. Compliance With Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Bonds, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a "Reimbursement Expenditure").

The City hereby certifies and/or covenants as follows:

(a) Not later than 60 days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the

Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Project"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Project; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Project, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed twenty percent of the "issue price" of the Bonds, and (ii) a *de minimis* amount of Reimbursement Expenditures not in excess of the lesser of \$100,000 or five percent of the proceeds of the Bonds.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Bonds or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Bonds, and not later than three years after the later of (i) the date of the payment of the Reimbursement Expenditure, or (ii) the date on which the Project to which the Reimbursement Expenditure relates is first placed in service.

(d) Each such reimbursement allocation will be made in a writing that evidences the City's use of Bond proceeds to reimburse the Reimbursement Expenditure and, if made within 30 days after the Bonds are issued, shall be treated as made on the day the Bonds are issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph upon receipt of an opinion of its Bond Counsel for the Bonds stating in effect that such action will not impair the tax-exempt status of the Bonds.

20. 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 City 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 City 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.

21. Continuing Disclosure. The City is the sole obligated person with respect to the Bonds. The City 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:

(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 City's obligations under the covenants.

The Mayor and City Administrator or any other officer of the City authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the City 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.

22. Certificate of Registration. A certified copy of this resolution is hereby directed to be filed in the offices of the County Auditor of Blue Earth County, Minnesota, together with such other information as the County Auditor shall require and to obtain the County Auditor's Certificate that the Bonds have been entered in the County Auditor's Bond Register and the tax levy required by law has been made.

23. Records and Certificates. The officers of the City 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 City relating to the Bonds and to the financial condition and affairs of the City, 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 City as to the facts recited therein.

24. Negative Covenant as to Use of Bond Proceeds and Improvements. The City hereby covenants not to use the proceeds of the Bonds or to use the Improvements, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Improvements, 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.

25. Tax-Exempt Status of the Bonds; Rebate. The City 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 small issuer exception to the federal arbitrage rebate requirements for governmental units issuing \$5,000,000 or less of bonds, the City hereby finds,

determines and declares that (i) the Bonds are issued by a governmental unit with general taxing powers; (ii) no Bond is a private activity bond; (iii) ninety five percent or more of the net proceeds of the Bonds are to be used for local governmental activities of the City (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the City); and (iv) the aggregate face amount of all tax exempt bonds (other than private activity bonds) issued by the City (and all entities subordinate to, or treated as one issuer with the City) 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.

26. 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 City hereby makes the following factual statements and representations:

- (a) the Bonds are issued after August 7, 1986;
- (b) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;
- (c) the City hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;
- (d) 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 City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2021 will not exceed \$10,000,000; and
- (e) not more than \$10,000,000 of obligations issued by the City during this calendar year 2021 have been designated for purposes of Section 265(b)(3) of the Code.

The City 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.

27. Official Statement. The Official Statement relating to the Bonds prepared and distributed by David Drown is hereby approved and the officers of the City 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.

28. 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.

29. 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.

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.

STATE OF MINNESOTA
COUNTY OF BLUE EARTH
CITY OF EAGLE LAKE

I, the undersigned, being the duly qualified and acting Deputy Clerk of the City of Eagle Lake, 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 of the City, duly called and held on the date therein indicated, insofar as such minutes relate to proving for the issuance and awarding the sale of \$1,295,000 General Obligation Improvement Bonds, Series 2021A.

WITNESS my hand on May 3, 2021.

Deputy Clerk

EXHIBIT A
PROPOSALS

[To be supplied by David Drown]

EXHIBIT B
SCHEDULES

[To be supplied by David Drown]



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax


May 3, 2021

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Resolution for Refinance of 2013A GO Bonds

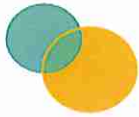
Attached you will find a recommendation letter from Shannon Sweeney with David Drown Associates regarding the refinance of the 2013A General Obligation Bonds.

Also attached is Resolution No. 2021-19, a resolution awarding the sale of the 2021B GO Refunding Bonds to Cornerstone State Bank.

A motion is necessary to adopt Resolution No. 2021-19.


Jennifer J. Bromeland
City Administrator

69



April 28, 2021

City of Eagle Lake
 Attn: Jennifer Bromeland, City Administrator
 P.O. Box 159
 Eagle Lake, MN 56024

RE: General Obligation Refunding Bonds – Series 2021B

Honorable Mayor, Council Members, and Administrator Bromeland:

The purpose of this letter is to provide our recommendations regarding the refinance of the 2013A General Obligation Bonds. As requested at the last meeting, we have once again reviewed the opportunity to refinance any of the outstanding obligations of the City, and we have identified an opportunity for interest savings through the refinance of the 2013A Bonds.

As this refinance was sensitive to interest rate fluctuations and issuance costs, we recommended to staff that a private placement may be the best opportunity to lock in an interest rate without risking issuance costs such as those which would be incurred if this issue were rated by Standard & Poor's. Through the use of a placement agent, proposals were solicited and a response from Cornerstone Bank was considered to be very competitive.

The current issue has an average interest rate of approximately 2.25%, and the Cornerstone State Bank proposal would reduce that rate to 1.10% over the remaining life of the issue and generate net present value savings (net of issuance costs) of \$36,719 and reduce the remaining payments by an average of approximately \$4,798 per year.

All costs to be included in the proposed refinance include the following:

Cost of paying off old bonds	\$1,370,508.37
Finance & Legal	20,000.00
Placement Agent	7,500.00
TOTAL PROJECT COST:	\$1,398,008.37

The funding sources to be utilized to finance the costs outlined above include the following:

2021B GO Refunding Bonds	\$1,398,000.00
Cash Contribution	8.37
TOTAL SOURCES OF FUNDS:	\$1,398,008.37

Payment and Revenue Requirements:

The outstanding bonds were supported by property tax levy and special assessments. As mentioned previously, payments will be reduced by an average of \$4,798 per year based on the proposed refinance.

\$1,398,000 General Obligation Refunding Bonds:

If the Council chooses to refinance the 2013A GO Bonds as proposed, David Drown Associates, Inc. recommends the following:

- Same term as the original issue with a final maturity of 2/1/2029
- Bonds callable any time after 2/1/2028
- Sale of bonds through a negotiated bank placement

Schedule and Issuance:

If determined to be appropriate to proceed, the proposed schedule for the award of the sale of bonds would be as follows:

May 3, 2021	Award Sale of Bond Issue
May 18, 2021	Closing

Attached you will find a resolution awarding the sale of the 2021B GO Refunding Bonds to Cornerstone State Bank under the terms outlined above. We recommend that the City Council approve this resolution if it is determined to be appropriate to proceed with the refinance of the 2013A Bonds as proposed.

Please feel free to contact me with any questions regarding the attached materials. Thank you for your time and consideration.

Sincerely,



Shannon Sweeney
David Drown Associates, Inc.

City of Eagle Lake, Minnesota

\$1,398,000

General Obligation Refunding Bonds, Series 2021B

Uses of Funds

Cost of Call		1,370,508.37
Underwriter's Discount	0.00%	-
Costs of Issuance		27,500.00
Rounding		-
		<u>1,398,008.37</u>

Sources of Funds

Par Amount of Issue	1,398,000.00
Other Sources	-
Cash Contribution (Debt Service Account)	8.37
	<u>1,398,008.37</u>

Old Bonds (2013A)

Current Payment Schedule

12-Month Period ending	Principal	Rate	Interest	Payment Total
2/1/2021	-	-	-	-
8/1/2021	-	-	14,893.75	14,894
2/1/2022	180,000	2.00%	14,893.75	194,894
8/1/2022	-	-	13,093.75	13,094
2/1/2023	180,000	2.00%	13,093.75	193,094
8/1/2023	-	-	11,293.75	11,294
2/1/2024	155,000	2.00%	11,293.75	166,294
8/1/2024	-	-	9,743.75	9,744
2/1/2025	160,000	2.00%	9,743.75	169,744
8/1/2025	-	-	8,143.75	8,144
2/1/2026	165,000	2.25%	8,143.75	173,144
8/1/2026	-	-	6,287.50	6,288
2/1/2027	170,000	2.25%	6,287.50	176,288
8/1/2027	-	-	4,375.00	4,375
2/1/2028	175,000	2.50%	4,375.00	179,375
8/1/2028	-	-	2,187.50	2,188
2/1/2029	175,000	2.50%	2,187.50	177,188
	<u>1,360,000</u>		<u>140,037.50</u>	<u>1,500,038</u>

New Bonds

Refunding Payment Schedule

12-Month Period ending	Principal	Rate	Interest	Payment Total
5/18/2021	-	-	-	-
8/1/2021	-	-	-	-
2/1/2022	194,000	1.10%	10,807	204,807
8/1/2022	-	-	6,622	6,622
2/1/2023	188,000	1.10%	6,622	194,622
8/1/2023	-	-	5,588	5,588
2/1/2024	162,000	1.10%	5,588	167,588
8/1/2024	-	-	4,697	4,697
2/1/2025	165,000	1.10%	4,697	169,697
8/1/2025	-	-	3,790	3,790
2/1/2026	169,000	1.10%	3,790	172,790
8/1/2026	-	-	2,860	2,860
2/1/2027	172,000	1.10%	2,860	174,860
8/1/2027	-	-	1,914	1,914
2/1/2028	175,000	1.10%	1,914	176,914
8/1/2028	-	-	952	952
2/1/2029	173,000	1.10%	952	173,952
	<u>1,398,000</u>		<u>63,651</u>	<u>1,461,651</u>

Savings

period savings	1.10% PV
-	-
14,894	14,785
(9,914)	(9,787)
6,472	6,355
(1,528)	(1,492)
5,706	5,541
(1,294)	(1,250)
5,047	4,848
47	45
4,354	4,137
354	335
3,428	3,221
1,428	1,334
2,461	2,287
2,461	2,275
1,236	1,136
3,236	2,959
<u>38,386</u>	<u>36,728</u>

less cash (8)

Net PV Savings 36,719

David Drown Associates

72

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL
CITY OF EAGLE LAKE, MINNESOTA

HELD: MAY 3, 2021

Pursuant to due call, a regular or special meeting of the City Council of the City of Eagle Lake, Blue Earth County, Minnesota, was duly held at the City Hall on May 3, 2021, at 6:00 P.M, for the purpose, in part, of awarding the sale of a \$1,398,000 General Obligation Refunding Bond, Series 2021B.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF A \$1,398,000 GENERAL
OBLIGATION REFUNDING BOND, SERIES 2021B AND LEVYING A TAX
FOR THE PAYMENT THEREOF

A. WHEREAS, the City of Eagle Lake, Minnesota (the "City"), hereby determines and declares that it is necessary and expedient to provide moneys for a current refunding of the City's General Obligation Improvement and Refunding Bonds, Series 2013A, in the original principal amount of \$2,140,000, dated April 25, 2013 (the "Prior Bonds"), of which \$51,000 original principal amount of the Prior Bonds was designated the "Improvement Portion" and of which \$1,347,000 original principal amount of the Prior Bonds was designated the "Refunding Portion"; and

B. WHEREAS, \$1,360,000 principal amount of the Prior Bonds which matures or is subject to mandatory redemption on and after February 1, 2022 (the "Refunded Bonds"), are callable on June 9, 2021 (the "Call Date"), at a price of par plus accrued interest, as provided in the resolution adopted by the City Council on April 1, 2013 (the "Prior Resolution"); and

C. WHEREAS, the refunding of the Refunded Bonds on the Call Date is consistent with covenants made with the holders thereof, and is necessary and desirable for the reduction of debt service cost to the City; and

D. WHEREAS, the City Council hereby determines and declares that it is necessary and expedient to issue a \$1,398,000 General Obligation Refunding Bond, Series 2021B, pursuant to Minnesota Statutes, Chapter 475, to provide moneys for a current refunding of the Refunded Bonds; and

E. WHEREAS, the City has retained David Drown Associates, Inc., in Minneapolis, Minnesota ("David Drown"), as its independent municipal advisor for the sale of the Bonds and was therefore authorized to sell the Bond by private negotiation in accordance with Minnesota

Statutes, Section 475.60, Subdivision 2(9) and proposals to purchase the Bond have been solicited by Robert W. Baird & Co., Incorporated, as placement agent; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Eagle Lake, Minnesota, as follows:

1. Acceptance of Offer. The offer of Cornerstone State Bank, in Le Sueur, Minnesota (the "Purchaser"), to purchase the Bond and to pay therefor the sum of \$1,398,000, plus interest accrued to settlement, all in accordance with the terms and at the rates of interest hereinafter set forth, is hereby accepted.

2. Bond Terms; Original Issue Date; Denominations; Maturities; Interest and Redemption. The City shall forthwith issue the Bond, which shall be in fully registered form without interest coupons, shall be dated, mature, bear interest, be subject to redemption and be payable as provided in the form of the Bond.

(a) Allocation of the Bond to Prior Bonds. The aggregate principal amount of \$51,000 maturing in each of the years and amounts hereinafter set forth are issued to refund the Improvement Portion of the Prior Bonds (the "Improvement Refunding Portion") and the aggregate principal amount of \$1,347,000 maturing in each of the years and amounts hereinafter set forth are issued to refund the Refunding Portion of the Prior Bonds (the "Refunding Portion):

<u>Year</u>	<u>Improvement Refunding Portion</u>	<u>Refunding Portion</u>	<u>Total</u>
2022	\$ 26,000	\$ 168,000	\$ 194,000
2023	25,000	163,000	188,000
2024		162,000	162,000
2025		165,000	165,000
2026		169,000	169,000
2027		172,000	172,000
2028		175,000	175,000
2029		173,000	173,000

3. Purpose; Refunding Findings. The Bond 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 City.

4. Bond Registrar. The Administrator of the City is appointed to act as bond registrar and transfer agent with respect to the Bond (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City 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 Bond shall be paid to the registered owner (or record holder) of the Bond in the manner set forth in the form of Bond.

5. Form of Bond. The Bond, together with the Bond Registrar's Certificate of Registration, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
BLUE EARTH COUNTY
CITY OF EAGLE LAKE

R-1 \$1,398,000

GENERAL OBLIGATION REFUNDING BOND, SERIES 2021B

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
1.10%	February 1, 20	May 18, 2021
REGISTERED OWNER:	CORNERSTONE STATE BANK	
PRINCIPAL AMOUNT:	ONE MILLION THREE HUNDRED NINETY-EIGHT THOUSAND DOLLARS	

THE CITY OF EAGLE LAKE, BLUE EARTH COUNTY, MINNESOTA (the "City"), acknowledges that it is indebted and, for value received, hereby promises to pay to the registered owner specified above, or assigns duly certified on the Certificate of Registration attached to and made a part of this Bond (the "Owner"), in the manner hereinafter set forth, the \$1,398,000 principal amount of this Bond in the principal installments due on February 1 of the years and in the amounts, respectively, as follows, with each such principal installment bearing interest until paid at the interest rate of 1.10% per annum.

Principal Installments	
<u>Due February 1</u>	<u>Principal Amounts</u>
2022	\$194,000
2023	188,000
2024	162,000
2025	165,000
2026	169,000
2027	172,000
2028	175,000
2029	173,000

Interest and Payment Instructions. Interest shall be payable semiannually on February 1 and August 1 of each year, commencing February 1, 2022, and shall be calculated on the basis of a 360 day year consisting of twelve 30 day months. Interest and principal shall be paid by the City Administrator of the City of Eagle Lake, Minnesota (the "Bond Registrar") by check, ACH debit, wire transfer or draft mailed to the Owner at the address listed on the Certificate of

Registration attached to and made a part of this Bond. At the time of final payment of all principal of and interest on this Bond, the Owner shall surrender this Bond to the Bond Registrar.

Date of Payment Not a Business Day. If the nominal date for payment of any principal of or interest on this Bond shall not be a business day of the Issuer or of the Registered Owner, then the date for such payment shall be the next such business day and payment on such business day shall have the same force and effect as if made on the nominal date of payment.

Redemption. The Bond is subject to redemption and prepayment at the option of the Authority on February 1, 2028, in whole or in multiples of \$1,000, upon 30 day written notice to the Owner, at the redemption price equal to par plus accrued interest to date of prepayment. If redemption is in part, the City may select the specific principal installments hereof, or applicable portions thereof, to be prepaid.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$1,398,000, all of like date of original issue and tenor, except as to number, maturity, interest rate and denomination, issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council of the Issuer on May 3, 2021 (the "Resolution"), for the purpose of providing funds for a current refunding of certain outstanding bonds of the Issuer. This Bond is payable out of the General Obligation Refunding Bonds, Series 2021B 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.

Transfer. This Bond is transferable upon the Register kept by the City Administrator upon surrender of this Bond together with a written instrument of transfer duly executed by the Registered Owner or the Registered Owner's attorney duly authorized in writing, and thereupon a new, fully registered Bond in the same principal amount shall be issued to the transferee in exchange therefor (or the transfer shall be duly recorded on the Register and the Certificate of Registration hereof), upon the payment of charges and satisfaction of applicable conditions, if any, as therein prescribed; provided that such transfer may occur only with respect to the entire Bond. The Issuer may treat and consider the person in whose name this Bond is registered as the absolute Registered Owner hereof for the purpose of receiving payment of or on account of the principal of and interest on this Bond and for all other purposes whatsoever.

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.

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 Obligations. The Bonds have been designated by the Issuer as "qualified tax-exempt obligations" 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 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; 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 or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Eagle Lake, Blue Earth 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 Administrator, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration:

CITY OF EAGLE LAKE,
BLUE EARTH COUNTY, MINNESOTA

May 18, 2021

REGISTRABLE BY AND
PAYABLE AT:

/s/ Facsimile
Mayor

CITY ADMINISTRATOR,
City of Eagle Lake, Minnesota

/s/ Facsimile
Administrator

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Bond may be made only by the registered owner or the registered owner's legal representative last noted below:

<u>DATE OF REGISTRATION</u>	<u>REGISTERED OWNER</u>	<u>SIGNATURE OF BOND REGISTRAR (ADMINISTRATOR)</u>
<u>May 18, 2021</u>	<u>Cornerstone State Bank 415 North Main Le Sueur, MN 56058</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>

6. Execution. The Bonds shall be in typewritten form, shall be executed on behalf of the City by the facsimile signatures of its Mayor and Administrator and be sealed with the seal of the City; provided, as permitted by law, both signatures may be photocopied facsimiles and the 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.

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

8. Fund and Accounts. For the convenience and proper administration of the moneys to be borrowed and repaid on the Bonds, and to make adequate and specific security to the Purchaser and holders from time to time of the Bonds, there is hereby created a special fund to be designated the "General Obligation Improvement Refunding Bonds, Series 2011B Fund" (the "Fund") to be administered and maintained by the Administrator as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the manner herein specified until all of the Bonds and the interest thereon shall have been fully paid. There shall be maintained and created in the fund the "Payment Account" and a "Debt Service Account".

(a) Payment Account. The proceeds of the Bond, shall be deposited in the Payment Account. On or prior to the Call Date, the Administrator shall transfer \$1,370,508.37 of Bond proceeds from the Payment Account to the paying agent for the Prior Bonds, which sum is sufficient to pay the principal and interest due on the Refunded Bonds on the Call Date. The sums are sufficient, together with other funds on deposit in the debt service account for the Refunded Bonds, to pay the principal and interest due on the Refunded Bonds due after the Call Date, including the principal of 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 Bond. 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 separate subaccounts in the Debt Service Account to be designated the "Improvement Debt Service Subaccount", and the "Refunding 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 irrevocable appropriated and there shall be credited: (A) collection of all taxes heretofore levied in 2020 for the payment of the Improvement Portion of the Prior Bonds and interest thereon; (B) any balance remaining after the Call Date in the Prior Bonds Improvements Debt Service Subaccount established by the Prior Resolution; (C) collection of all taxes herein levied or hereinafter levied for the payment of the principal and interest on

the Improvement Refunding Portion of the Bonds; (D) all investment earnings on funds in the Improvement Debt Service Subaccount; (E) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Improvement Debt Service Subaccount. The amount of any surplus remaining in the Improvement Debt Service Subaccount when the Improvement Refunding Portion and interest thereon are paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4.

- (ii) Refunding Debt Service Subaccount. To the Refunding Debt Service Subaccount there shall be irrevocably appropriated and pledged to: (A) collection of taxes heretofore levied in 2020 for the payment of the Refunding Portion of the Prior Bonds and interest thereon; (B) collection of all taxes herein or hereinafter levied for the payment of the principal and interest on the Refunding Portion of the Bonds; (C) all investment earnings on funds held in the Refunding Debt Service Subaccount; (D) any balance remaining after the Call Date in the Prior Bonds Refunding Debt Service Subaccount established by the Prior Resolution; and (E) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Refunding Debt Service Subaccount. The Refunding Debt Service Subaccount shall be used solely to pay the principal and interest and any premium for redemption of the Refunding Portion of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from said subaccount as provided by law. The amount of any surplus remaining in the Improvement Debt Service Subaccount when the Improvement Refunding Portion and interest thereon are paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4.

No portion of the proceeds of the Bond 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 Bond was issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Bond or \$100,000. To this effect, any proceeds of the Bond and any sums from time to time held in the Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the Bond), in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield 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. 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 Bond to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

9. Covenants Relating to Improvement Refunding Portion of the Bonds.

(a) Tax Levy. To provide moneys for payment of the principal and interest on the Improvement Refunding Portion of the Bonds, there is hereby levied upon all of the taxable

property in the City 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 in the City for the years and in the amounts as follows:

<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
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See attached schedule in Exhibit A

(b) Coverage Test. The tax levies are such that if collected in full they, together with any other revenues herein pledged for the payment of the Improvement Refunding 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 Refunding Portion of the Bonds. The tax levies shall be irrevocable so long as any of the Improvement Refunding Portion of the Bonds are outstanding and unpaid, provided that the City 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.

(c) Cancellation of Certain Tax Levies. Upon payment of the Improvement Portion of the Bonds, on the Call Date, the taxes levied in the Prior Resolution for the years 2021 through 2028 shall be canceled.

10. Covenants Relating to the Refunding Portion of the Bonds.

(a) Tax Levy. To provide moneys for payment of the principal and interest on the Refunding Portion of the Bonds there is hereby levied upon all of the taxable property in the City 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 in the City for the years and in the amounts as follows:

<u>Year of Tax Levy</u>	<u>Year of Tax Collection</u>	<u>Amount</u>
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See attached schedule in Exhibit A

(b) Coverage Test. The tax levies are such that if collected in full they, together with any other revenues herein pledged for the payment of the Refunding 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 Refunding Portion of the Bonds. The tax levies shall be irrevocable so long as any of the Refunding Portion of the Bonds are outstanding and unpaid, provided that the City 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.

(c) Cancellation of Certain Tax Levies. Upon payment of the Refunding Portion of the Bonds, on the Call Date, the taxes levied in the Prior Resolution for the years 2021 through 2028 shall be canceled.

11. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bond, as the same respectively become due, the full faith, credit and taxing powers of the City 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 Bond and

any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the City 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.

12. Defeasance. When the Bond has been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bond shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to the Bond 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 the Bond is not 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 City may also at any time discharge its obligations with respect to the Bond, 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.

13. Prior Bonds; Security and Prepayment. Until retirement of the Prior Bonds, all provisions for the security thereof shall be observed by the City 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 Notice of Call for Redemption attached hereto as Exhibit B, which terms and conditions are hereby approved and incorporated herein by reference.

14. Supplemental Resolution. The Prior Resolution authorizing the issuance of the Prior Bonds is hereby supplemented to the extent necessary to give effect to the provisions hereof.

15. Certificate of Registration. The Administrator is hereby directed to file a certified copy of this resolution with the County Auditor of Blue Earth County, Minnesota, together with such other information as the County Auditor shall require, and to obtain the County Auditor's certificate that the Bond has been entered in the County Auditor's Bond Register and that the tax levy required by law have been made.

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

17. Negative Covenant as to Use of Bond Proceeds and Project. The City hereby covenants not to use the proceeds of the Bond or to use the improvements refinanced by the Prior

Bonds (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 Bond to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

18. Tax-Exempt Status of the Bond; Rebate. The City 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 Bond, including without limitation (1) requirements relating to temporary periods for investments, (2) limitations on amounts invested at a yield greater than the yield on the Bond, and (3) the rebate of excess investment earnings to the United States, if the Bond (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 City hereby finds, determines and declares that:

- (a) the Bond is issued by a governmental unit with general taxing powers;
- (b) no Bond is a private activity bond;
- (c) ninety-five percent or more of the net proceeds of the Bond are to be used for local governmental activities of the City (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the City);
- (d) the aggregate face amount of all tax exempt bonds (other than private activity bonds) issued by the City (and all subordinate entities thereof, and all entities treated as one issuer with the City) during the calendar year in which the Bond is 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:

- (e) there shall not be taken into account for purposes of said \$5,000,000 limit any bond issued to refund (other than to advance refund) any bond to the extent the amount of the refunding bond does not exceed the outstanding amount of the refunded bond;
- (f) the aggregate face amount of the Bond does not exceed \$5,000,000;
- (g) 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;
- (h) the average maturity of the Bond does not exceed the remaining average maturity of the Refunded Bonds; and
- (i) no part of the Bond has a maturity date which is later than the date which is thirty years after the date the Refunded Bonds were issued.

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

- (a) the Bond is issued after August 7, 1986;
- (b) the Bond is not "private activity bond" as defined in Section 141 of the Code;
- (c) the City hereby designates the Bond as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the Code;
- (d) 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 City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during calendar year 2021 will not exceed \$10,000,000;
- (e) not more than \$10,000,000 of obligations issued by the City during calendar year 2021 will be designated for purposes of Section 265(b)(3) of the Code; and
- (f) the aggregate face amount of the Bond does not exceed \$10,000,000.

Furthermore:

- (g) each of the Refunded Bonds was designated as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the Code;
- (h) the average maturity of the Bond does not exceed the remaining average maturity of the Refunded Bonds;
- (i) no part of the Bond has a maturity date which is later than the date which is thirty years after the date the Refunded Bonds were issued; and
- (j) the Bond is issued to refund, and not to "advance refund" the Prior Bonds within the meaning of Section 149(d)(5) of the Code, and shall not be taken into account under the \$10,000,000 issuance limit to the extent the Bond do not exceed the outstanding amount of the Prior Bonds.

The City 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.

20. 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.

21. 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.

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.

STATE OF MINNESOTA
COUNTY OF BLUE EARTH
CITY OF EAGLE LAKE

I, the undersigned, being the duly qualified Administrator of the City of Eagle Lake, 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 of the City, duly called and held on the date therein indicated, insofar as such minutes relate to considering proposals and awarding the sale of \$1,398,000 General Obligation Refunding Bond, Series 2021B.

WITNESS my hand on May 3, 2021.

Administrator

EXHIBIT A
SCHEDULES

<u>Levy Years</u>	<u>Collection Years</u>	<u>Improvement Portion</u> <u>Amount</u>	<u>Refunding Portion</u> <u>Amount</u>
2020	2021	\$ 27,714	\$ 187,334
2021	2022	26,539	184,767
2022	2023		181,835
2023	2024		183,114
2024	2025		185,408
2025	2026		186,606
2026	2027		187,769
2027	2028		183,648

EXHIBIT B

NOTICE OF CALL FOR REDEMPTION
GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BOND, SERIES 2013A
CITY OF EAGLE LAKE, BLUE EARTH COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN that by order of the City Council of the City of Eagle Lake, Blue Earth County, Minnesota, there have been called for redemption and prepayment on

June 9, 2021

those outstanding bonds of the City designated as General Obligation Improvement and Refunding Bonds, Series 2013A, dated as of April 25, 2013, having stated maturity dates or subject to optional or mandatory redemption in the years 2022 through 2030, inclusive, and totaling \$1,360,000 in principal in principal amount and having CUSIP numbers listed below:

<u>Year</u>	<u>Amount</u>	<u>CUSIP*</u>
2023	\$360,000	269659 JP4
2025	315,000	269659 JR0
2027	335,000	269659 JT6
2029	350,000	269659 JV1

The bonds are being called at a price of par plus accrued interest to June 9, 2021, 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 Bond Trust Services Corporation, 3060 Centre Pointe Drive, Roseville, MN 55113.

Dated: May 3, 2021

BY ORDER OF THE CITY COUNCIL

/s/ Jennifer Bromeland, 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 Eagle Lake

Resolution No. 2021-20: A Resolution Declaring Cost to be Assessed, and Ordering Preparation of Proposed Assessment

WHEREAS a contract has been let (estimated costs have been calculated) for the County State Aid Highway (CSAH) 27 Improvement Project, from Thomas Drive to LeRay Avenue, and the contract (bid) price (estimated cost) for such improvement is \$1,831,161.43.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAGLE LAKE, MINNESOTA:

1. The portion of the cost of such improvement to be paid by the city is hereby declared to be \$1,931,161.43 and the portion of the cost to be assessed against benefited property owners is declared to be \$664,950.
2. Assessments shall be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable on or before the first Monday in January, 2022, and shall bear interest at the rate of 4.00% percent per annum from the date of the adoption of the assessment resolution.
3. The city clerk, with the assistance of the city engineer (consulting engineer), shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and he/she shall file a copy of such proposed assessment in his/her office for public inspection.
4. The clerk shall upon the completion of such proposed assessment, notify the council thereof.

Adopted by the council this 3rd day of May, 2021.

Tim Auringer, Mayor

Jennifer J. Bromeland
City Administrator

PRELIMINARY ASSESSMENT ROLL - to be Approved by the City Council on June 7, 2021

2021-2022 CSAH 27 (Agency Street) Reconstruction

City of Eagle Lake, MN

May 3, 2021

4.0% Interest Rate (to be approved by City Council)

15 Year Term (to be approved by City Council)

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Line No.	Parcel No.	Owner Name(s)	Mailing Address	City	State	Zip	Property Address	Property Legal Description	Corner Lot	Total Assessment Amount	Line No.
Agency Street											
West Side - South to North											
Thomas Drive											
1	R12.10.18.332.014	Voss Brent & Hawker Celeste	515 Thomas Dr	Eagle Lake	MN	56024	515 Thomas Dr	GREENFIELD NO 2 001 001 00 0.054A	X	\$8,000.00	1
2	R12.10.18.332.010	Rykhus Kevin J	524 S Agency St	Eagle Lake	MN	56024	524 S Agency St	E300' OF N300' OF S560' OF NE4 OF SW4 EXC TRACT 210' X 90' 018 108 25 001.61DA		\$12,000.00	2
3	R12.10.18.332.009	Horkey Jeremy S & Sadie	520 S Agency St	Eagle Lake	MN	56024	520 S Agency St	BEG 560'N OF SE COR OF NE4 OF SW4 W220' S90' E220' N90' TO BEG 018 108 25 045A		\$8,000.00	3
4	R12.10.18.332.008	Ahmed Mohamed A & Noor Shamsa Mohamed	101 Connie Ln	Eagle Lake	MN	56024	101 Connie Ln	GREENFIELD 008 008 00	X	\$8,000.00	4
Connie Lane											
5	R12.10.18.331.009	B & G Properties Llc	1704 N Riverfront Dr Ste 104	Mankato	MN	56001	508 S Agency St	REGISTERED LAND SURVEY NO 137 TRACT A 000 000 00 001.200A		\$33,000.00	5
6	R12.10.18.331.001	Dagan Gladys F	504 S Agency St	Eagle Lake	MN	56024	504 S Agency St	250' X 90' X 264.3' X 81.1' IN NE4 OF SW4 RB 195 PG 870 018 108 25 000.510A		\$8,000.00	6
7	R12.10.18.328.014	Huebl Mark H & Vickie L	500 S Agency St	Eagle Lake	MN	56024	500 S Agency St	BLACE ADDITION 004 000 00	X	\$8,000.00	7
Blace Avenue											
8	R12.10.18.327.007	Johnson Alan H	424 S Agency St	Eagle Lake	MN	56024	424 S Agency St	BLACE ADDITION 001 000 00	X	\$8,000.00	8
9	R12.10.18.327.006	Jensen Earl R	420 S Agency St	Eagle Lake	MN	56024	420 S Agency St	.45A 1/4 OF LANE EAGLE ADD A & B & C OF BLACE ADD IN NE4 OF NE4 OF SW4 018 108 25 000.450A		\$8,000.00	9
10	R12.10.18.184.008	Tolzmann Roger A & Patricia	416 S Agency St	Eagle Lake	MN	56024	416 S Agency St	ADDITION A TO LAKE EAGLE 575' OF E150' OF 005 000 00		\$8,000.00	10
11	R12.10.18.184.007	Miller Kay M	101 Linda Dr	Eagle Lake	MN	56024	101 Linda Dr	LAYMAHS SECOND ADD 007 003 00	X	\$8,000.00	11
Linda Drive											
12	R12.10.18.180.011	Johnson Jamie G & Amy S	100 Linda Dr	Eagle Lake	MN	56024	100 Linda Dr	ADD A TO LK EAGLE BG 61.65'SE OF NE COR LT 6 SE90' W125' NW 90' E125' TO BEG 006 000 00	X	\$4,000.00	12
13	R12.10.18.180.023	Johnson Jamie G & Amy S	100 Linda Dr	Eagle Lake	MN	56024		BAUER ADDITION, PT LOT 2 BLOCK 1 BEG 20'N OF SECOR OF LOT 2, S20', W125', NE TO BEG 0.039A	X	\$4,000.00	13
14	R12.10.18.180.022	Bauer Justin James	404 S Agency St	Eagle Lake	MN	56024	404 S Agency St	BAUER ADDITION, LOT 2 BLOCK 1 EXC BEG 20'N OF SECOR OF LOT 2, S20', W125', NE TO BEG 0.99A		\$4,000.00	14
15	R12.10.18.180.017	Bauer Justin James	60494 206Th St	Eagle Lake	MN	56024		ADDITION A TO LANE EAGLE, PT LOT 6 BEG 125'W OF INT OF W33' ROW LINE OF AGENCY ST WITH N ROW LINE OF LINDA DR, N90', W30', S90', E30'		\$4,000.00	15
16	R12.10.18.180.013	Mosher Eleanor May (Le)	313 S Agency St P.O. Box 475	Eagle Lake	MN	56024-0475	324 S Agency St	ADDITION A TO LAKE EAGLE N162' OF S200' OF E200' EXC S4633 SQ FT 007 000 00		\$8,000.00	16
17	R12.10.18.180.025	Bechel Roger L & Ruth	312 S Agency St	Eagle Lake	MN	56024	312 S Agency St	ADDITION A TO LAKE EAGLE, PT OF LOTS 7 & 8 BEG 200'NW OF SE COR OF LOT 7, NW129', SW200', SE129', E200'		\$8,000.00	17
18	R12.10.18.180.024	Bechel Roger L & Ruth	308 S Agency St	Eagle Lake	MN	56024	308 S Agency St	ADDITION A TO LAKE EAGLE, N47' OF LOT 8, EXC WILSON ADDITION		\$8,000.00	18
19	R12.10.18.180.003	Hagen Matthew D & Jennifer A	304 S Agency St	Eagle Lake	MN	56024	304 S Agency St	ADDITION A TO LAKE EAGLE E2 OF 9 & 57 FT OF VAC MAYWOOD AVE ADI 009 000 00	X	\$8,000.00	19
Maywood Avenue											
20	R12.10.18.177.008	Butzer Keri R & Andrea R	216 Agency St	Eagle Lake	MN	56024	216 S Agency St	LAKE EAGLE TOWNSITE, S1/3 OF LOTS 7-9 & S10' OF N 2/3 OF LOTS 7-9 BLOCK 10 & N7' OF VAC MAYWOOD AVE ADI	X	\$8,000.00	20
21	R12.10.18.177.007	Hager Thomas J Jr & Robyn B	212 S Agency St	Eagle Lake	MN	56024	212 S Agency St	LAKE EAGLE TOWNSITE EXC S10' OF N2/3 OF 7 TO 009 010 00		\$8,000.00	21
22	R12.10.18.177.006	Lange Edward C & Janice L	P.O. Box 105	Eagle Lake	MN	56024-0105	208 S Agency St	LAKE EAGLE TOWNSITE EXC N6' OF W18' OF LOT 10 & E122' OF S10' OF 011 010 00		\$8,000.00	22
23	R12.10.18.177.004	Ericksen Hubert B & Joann F	200 S Agency St	Eagle Lake	MN	56024	200 S Agency St	LAKE EAGLE TOWNSITE N40' OF LOT 11 & ALL OF 012 010 00	X	\$8,000.00	23

90

PRELIMINARY ASSESSMENT ROLL - to be Approved by the City Council on June 7, 2021

2021-2022 CSAH 27 (Agency Street) Reconstruction

4.0% Interest Rate (to be approved by City Council)

City of Eagle Lake, MN

15 Year Term (to be approved by City Council)

May 3, 2021

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Line No.	Parcel No.	Owner Name(s)	Mailing Address	City	State	Zip	Property Address	Property Legal Description	Corner Lot	Total Assessment Amount	Line No.
Agency Street											
<i>Le Sueur Avenue</i>											
24	R12.10.18.134.011	Depuydt Kevin & Gayle	20752 594Th Ave	Mankato	MN	56001	114 S Agency St	LAKE EAGLE TOWNSITE E45' OF LOT 10 & E45' OF S17' OF 011 007 00	X	\$10,500.00	24
25	R12.10.18.134.012	Mid-Communications Inc	121 S 17Th St	Mattoon	IL	61938	108 Agency St S	LAKE EAGLE TOWNSITE NB' OF LOT 11, ALL OF 12 & S9' OF		\$9,500.00	25
26	R12.10.18.134.007	Higher Point Properties Llc	22506 Lakeview Rd	Madison Lake	MN	56063	101 Parkway Ave	LAKE EAGLE TOWNSITE N116' OF 13, ALL OF 14 & FRAC PT OF 15 TO 17 SW OF PARKWAY AVE 000 007 00	X	\$12,000.00	26
<i>Parkway Avenue</i>											
27	R12.10.18.130.018	Allied Overhead Door Of Mankato Inc	100 N Agency St P.O. Box 220	Eagle Lake	MN	56024		EAGLE LAKE PARKWAY CORRIDOR, LOT 1 BLOCK 2 0.53A	X	\$9,625.00	27
28	R12.10.18.130.017	City Of Eagle Lake	P.O. Box 159	Eagle Lake	MN	56024-0159		EAGLE LAKE PARKWAY CORRIDOR, OUTLOT G 0.02A		\$1,200.00	28
29	R12.10.18.130.001	Fromm Mark A & Rolene M	237 Oak Dr	Eagle Lake	MN	56024	100 N Agency St	TRACT 57' X 340' X 30' X 60' X 270' OLD RR PROP 018 108 25 000.410A	X	\$9,625.00	29
<i>Railroad</i>											
30	R12.10.18.127.019	Hintze Monica K	102 N Agency St	Eagle Lake	MN	56024		ADD B LAKE EAGLE BEG SW COR OF LT 6 SE338.12' BW50' NW105' NW100.52' SW150.23' SW TO BEG 018 108 25		\$2,667.00	30
31	R12.10.18.127.020	Hintze Monica K	102 N Agency St	Eagle Lake	MN	56024	102 N Agency St	ADDITION B TO LAKE EAGLE EXC 5 50 FT & EXC TRACT IN REC BK 182 PG 42 007 000 00		\$2,667.00	31
32	R12.10.18.127.017	Hintze Monica K	102 N Agency St	Eagle Lake	MN	56024		LAKE EAGLE TOWNSITE EXC N15' 015' 002 00		\$2,666.00	32
33	R12.10.18.127.016	Hintze Chris R	108 N Agency St	Eagle Lake	MN	56024	108 N Agency St	LAKE EAGLE TOWNSITE N15' OF 15 & EXC N10' OF 016 002 00		\$8,000.00	33
34	R12.10.18.127.015	Huber Timothy E & Mary E	112 N Agency St	Eagle Lake	MN	56024	112 N Agency St	LAKE EAGLE TOWNSITE N10' OF 16 & ALL OF 017 002 00		\$8,000.00	34
35	R12.10.18.127.014	Nasinec Jeremy & Cynthia	114 N Agency St	Eagle Lake	MN	56024	114 N Agency St	LAKE EAGLE TOWNSITE LOT 18 & 55' OF 019 002 00		\$8,000.00	35
36	R12.10.18.127.013	Fitzpatrick John	116 Agency St	Eagle Lake	MN	56024	116 N Agency St	LAKE EAGLE TOWNSITE N45' OF 19 & S28' OF 020 002 00		\$8,000.00	36
37	R12.10.18.127.012	Edwards Todd M	124 N Agency St	Eagle Lake	MN	56024	124 N Agency St	LAKE EAGLE TOWNSITE N22' OF 20 & ALL OF 021 002 00		\$8,000.00	37
38	R12.10.18.127.011	Morse Christine	132 N Agency St	Eagle Lake	MN	56024	132 N Agency St	LAKE EAGLE TOWNSITE 22 & 023 002 00		\$8,000.00	38
39	R12.10.18.127.010	L M Family Trust	9911 Bilteer Dr	Santee	CA	92071-1561	138 N Agency St	LAKE EAGLE TOWNSITE 024 002 00		\$18,000.00	39
40	R12.10.18.127.008	Layman Limited Partnership	128 Crystal Ln	Mankato	MN	56001	101 Le Ray Ave	LAKE EAGLE TOWNSITE LOTS 4 TO 006 002 00 GOVT HOUSING UNIT	X	\$22,000.00	40
<i>Le Ray Avenue</i>											
East Side - South to North											
<i>Thomas Drive</i>											
41	R12.10.18.400.013	Foley Donald P Revoc Trust	12214 Tanglewood Rd	Audubon	MN	56511-9476		NE4 OF SW4 LYGE OF AGENCY ST & NW4 OF SE4 EXC 1.07A TRACT & EXC 73A TRACT 018 108 25 038.700A		\$97,000.00	41
42	R12.10.18.400.012	Foley Michael & Foley-Shea Kathleen	12214 Tanglewood Rd	Audubon	MN	56511-9476	513 S Agency St	BEG 2050.61' N OF S4 COR N160' NE200' S160' SW200' TO BEG 018 108 25 000.730A		\$8,000.00	42
<i>Blace Avenue</i>											
43	R12.10.18.400.010	Bruender Eugene H & Joyce K	P.O. Box 128	Eagle Lake	MN	56024-0128	425 S Agency St	BEG INTRCTN E LN AGENCY ST & N LN BLACE AVE E287.73' N143.78' W 357.33' S100.9' ETOROWLN S TO BG 018 108 25 001.670A		\$8,000.00	43
44	R12.10.18.181.007	Hansen John O & Ila E (Le)	421 S Agency St	Eagle Lake	MN	56024-9656	421 S Agency St	ADDITION A TO LAKE EAGLE S123' OF 004 000 00		\$8,000.00	44
45	R12.10.18.251.002	Hansen John O & Ila E (Le)	421 S Agency St	Eagle Lake	MN	56024	421 S Agency St	SEA OF W2 OF NE4 018 108 25 006.000A		\$12,500.00	45
46	R12.10.18.181.006	Hansen John	417 S Agency St	Eagle Lake	MN	56024	417 S Agency St	ADDITION A TO LAKE EAGLE N75' OF 519' OF 004 000 00		\$4,000.00	46
47	R12.10.18.181.005	Hansen John O	417 Agency St S	Eagle Lake	MN	56024	417 S Agency St	ADDITION A TO LAKE EAGLE S50FT OF N176.5FT OF 004 000 00		\$4,000.00	47

91

PRELIMINARY ASSESSMENT ROLL - to be Approved by the City Council on June 7, 2021

2021-2022 CSAH 27 (Agency Street) Reconstruction

4.0% Interest Rate (to be approved by City Council)

City of Eagle Lake, MN

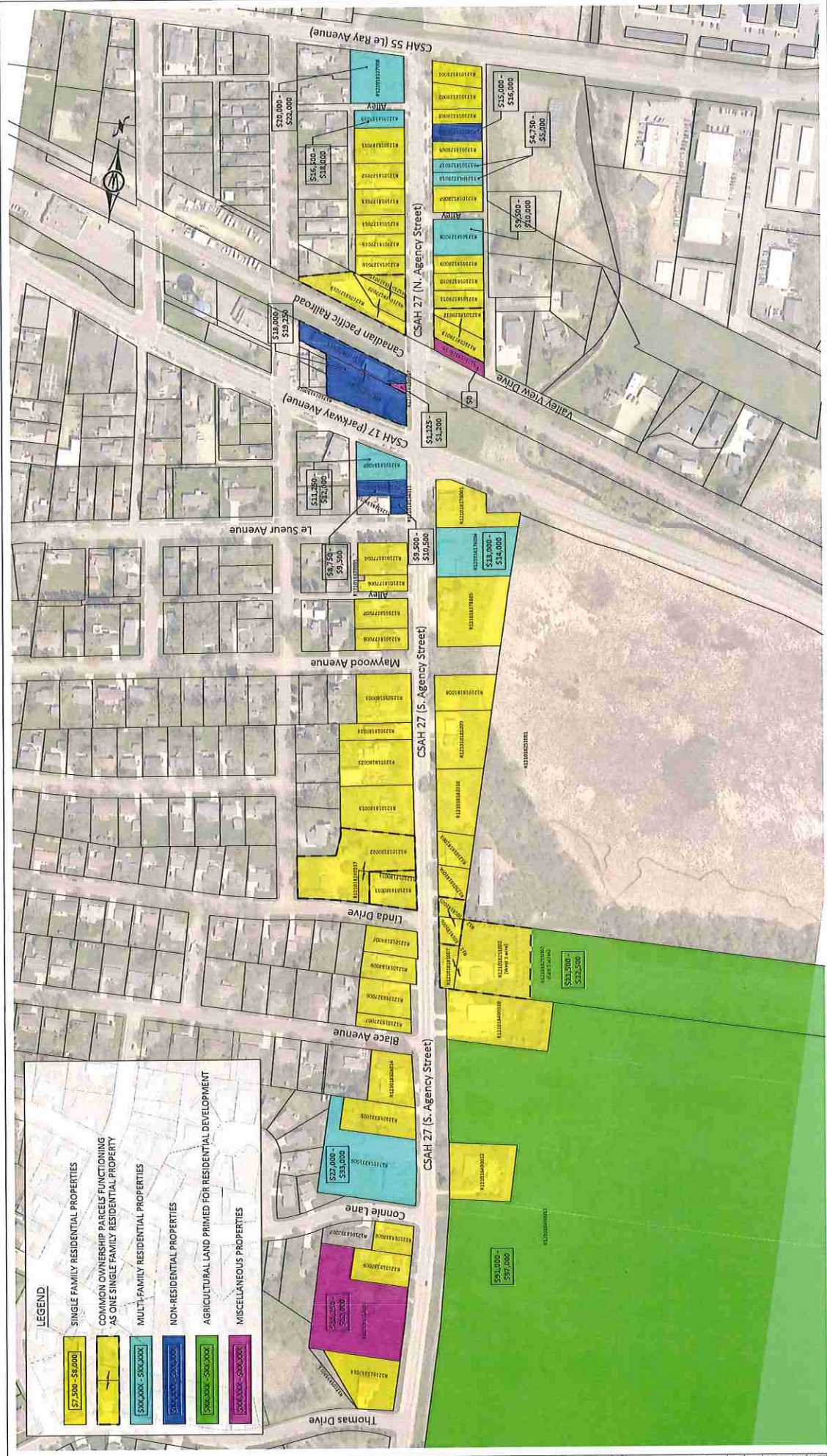
15 Year Term (to be approved by City Council)

May 3, 2021

H:\ELAK\M15119937\3_Design\Assessments\119937 FAR.xlsx\PAR

Line No.	Parcel No.	Owner Name(s)	Mailing Address	City	State	Zip	Property Address	Property Legal Description	Corner Lot	Total Assessment Amount	Line No.
Agency Street											
<i>Linda Drive</i>											
48	R12.10.18.181.004	Bultman Ryan	409 S Agency St	Eagle Lake	MN	56024	409 S Agency St	ADDITION A TO LAKE EAGLE S88.25' OF N126.5' OF 004 000 00		\$8,000.00	48
49	R12.10.18.181.003	Sens Larry R & Janice E	P.O. Box 135	Eagle Lake	MN	56024-0135	405 S Agency St	ADDITION A TO LAKE EAGLE N126.5' OF LOT 4 EX S88.25' & ALL OF 003 000 00		\$8,000.00	49
50	R12.10.18.181.010	Winkler Robert J & Audrey J	P.O. Box 475	Eagle Lake	MN	56024-0475	317 S Agency St	ADDITION A TO LAKE EAGLE LOT 2 EX N115' 000 000 00		\$8,000.00	50
51	R12.10.18.181.009	Winkler Robert J & Audrey J	313 S Agency St P.O. Box 475	Eagle Lake	MN	56024-0475	313 S Agency St	ADD A LAKE EAGLE LOT 1 EX N 100' & N115' OF 002 000 00		\$8,000.00	51
52	R12.10.18.181.008	Winkler Robert J & Audrey J	313 S Agency St P.O. Box 475	Eagle Lake	MN	56024-0475		ADDITION A TO LAKE EAGLE N100' OF 001 000 00		\$8,000.00	52
<i>Maywood Avenue</i>											
53	R12.10.18.178.005	Winkler Colby	P.O. Box 192	Eagle Lake	MN	56024-0192	205 S Agency St	LAKE EAGLE TOWNSITE LOTS 3 THRU 006 009 00		\$8,000.00	53
54	R12.10.18.178.004	R & S Winter Corp	15951 607th Ave	Mapleton	MN	56065	201 S Agency St	LAKE EAGLE TOWNSITE LOTS 1 & 2 & 52 OF VAC LESUEUR ST ADJ 001 009 00		\$14,000.00	54
<i>Le Sueur Avenue</i>											
55	R12.10.18.178.001	Winkler Robert J & Audrey J	107 Parkway Ave	Eagle Lake	MN	56024	107 Parkway Ave	LAKE EAGLE TOWNSITE N2 VAC LESUEUR AVE ADJ LOTS 4 & 5 EX PARKWAY AVE 005 008 00	X	\$8,000.00	55
<i>Parkway Avenue</i>											
<i>Railroad</i>											
56	R12.10.18.128.014	City Of Eagle Lake	P.O. Box 159	Eagle Lake	MN	56024-0159		ADDITION B TO LAKE EAGLE 009 000 00		\$0.00	56
57	R12.10.18.128.013	Netzke Nathaniel D (Cfd)	58023 Us Hwy 14	New Ulm	MN	56073	105 N Agency St	ADDITION B TO LAKE EAGLE 008 000 00		\$4,000.00	57
58	R12.10.18.128.012	Netzke Nathaniel D (Cfd)	58023 Us Hwy 14	New Ulm	MN	56073	105 N Agency St	LAKE EAGLE TOWNSITE 014 001 00		\$4,000.00	58
59	R12.10.18.128.011	Salfer Yevon A	109 N Agency St	Eagle Lake	MN	56024	109 N Agency St	LAKE EAGLE TOWNSITE 013 001 00		\$8,000.00	59
60	R12.10.18.128.010	Evenson Chris	117 N Agency St	Eagle Lake	MN	56024	113 N Agency St	LAKE EAGLE TOWNSITE 012 001 00		\$8,000.00	60
61	R12.10.18.128.009	Evenson Chris	117 N Agency St	Eagle Lake	MN	56024	117 N Agency St	LAKE EAGLE TOWNSITE 011 001 00		\$8,000.00	61
62	R12.10.18.128.008	B E County Housing & Redevel	P.O. Box 8608	Mankato	MN	56002-8608	121 N Agency St	LAKE EAGLE TOWNSITE 9 & 010 001 00		\$10,000.00	62
63	R12.10.18.128.007	Lynn Sonja Rae (Cfd)	101 Pinehurst Ct	Mankato	MN	56001	129 N Agency St	LAKE EAGLE TOWNSITE 52 OF 7 & ALL OF 008 001 00		\$8,000.00	63
64	R12.10.18.128.018	Klocke Ronald A & Linda K Liv Tr	2272 Simon Ct	North Mankato	MN	56003	131 N Agency St	LAKE EAGLE TOWNSITE, S12.5' OF LOT 6 & N2 OF 007 001 00		\$5,000.00	64
65	R12.10.18.128.017	Klocke Ronald A & Linda K Liv Tr	2272 Simon Ct	North Mankato	MN	56003	133 N Agency St	LAKE EAGLE TOWNSITE, N37.5' OF 006 001 00		\$5,000.00	65
66	R12.10.18.128.005	Bechel Elizabeth E, Nathan J & Ruth A	137 N Agency St	Eagle Lake	MN	56024	137 N Agency St	LAKE EAGLE TOWNSITE 005 001 00		\$8,000.00	66
67	R12.10.18.128.004	Wasco Properties Llp	10143 290 Ave	Waseca	MN	56093	141 N Agency St	LAKE EAGLE TOWNSITE 004 001 00		\$16,000.00	67
68	R12.10.18.128.003	Arnett Charles P & Ann L (Cfd)	145 N Agency St	Eagle Lake	MN	56024	145 N Agency St	LAKE EAGLE TOWNSITE 542' OF 003 001 00		\$8,000.00	68
69	R12.10.18.128.002	Denn Nathan	149 N Agency St	Eagle Lake	MN	56024	149 N Agency St	LAKE EAGLE TOWNSITE, PT LT 1 LYG SW OF LN BEG 60'S OF NW COR LT 1, SE TO PT 60'S OF NE COR LT 1 & LT 2 & N8' OF LT 3 003 001 00 0.22A		\$8,000.00	69
70	R12.10.18.128.001	Behr Heather	16474 State Highway 22	Good Thunder	MN	56037	153 N Agency St	LAKE EAGLE TOWNSITE, PT LT 1 LYG NE OF LINE BEG 60'S OF NW COR LT 1, SE TO PT 60'S OF NE COR LT 1 001 001 00 0.20A	X	\$8,000.00	70
<i>Le Roy Avenue</i>											
Total Amount Assessed										\$664,950.00	

92



LEGEND

Single Family Residential Properties	\$7,500 - \$8,000
Common Ownership Parcels Functioning as One Single Family Residential Property	\$8,000 - \$8,500
Multi-Family Residential Properties	\$9,000 - \$9,500
Non-Residential Properties	\$10,000 - \$10,500
Agricultural Land Primed for Residential Development	\$11,000 - \$11,500
Miscellaneous Properties	\$12,000 - \$12,500

26A

City of Eagle Lake

Resolution No. 2021-21: Resolution for Hearing on Proposed Assessment

WHEREAS, by a resolution passed by the City Council, the city clerk with assistance from the engineer was directed to prepare a proposed assessment of the cost of the City's share of the County State Aid Highway (CSAH) 27 Improvement Project, from Thomas Drive to LeRay Avenue, and

WHEREAS, the clerk has notified the council that such proposed assessment has been completed and filed in his/her office for public inspection,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF Eagle Lake, MINNESOTA:

1. A hearing shall be held at 6:00 p.m. on Monday, June 7, 2021 in the city hall located at 705 Parkway Avenue to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The city clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and he/she shall state in the notice the total cost of the improvement. He/She shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to City Hall, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. An owner may at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

Adopted by the council this 3rd day of May, 2021

Tim Auringer, Mayor

Jennifer J. Bromeland, City Administrator



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

May 3, 2021

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Appointment to Fill City Council Vacancy


Following Dennis Terrell's resignation at the April 5, 2021 meeting, applications were accepted from eight persons interested in filling the vacancy and interviews were scheduled earlier this evening with three of the eight individuals.

Since less than two years remain in the unexpired term, there does not need to be a special election to fill the vacancy, and the appointed person can serve until the qualification of a successor at the next regular election.

The City Council may appoint any individual who is eligible for election to fill the office, and the individual does not have to be someone that ran for elective office in a past election or someone that has applied for the appointment – anyone that is eligible to hold office can be appointed. To be eligible, a person must be a US citizen, a resident of the city, a qualified voter, and at least 21 years of age.

Following appointment to this evening, the oath of office will be administered at the June 7th meeting.

A motion is necessary to appoint someone eligible to hold elective office to fill the vacancy.


Jennifer J. Bromeland
City Administrator



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

May 3, 2021

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Proposals for Fire Relief Association Pension Valuation

According to the City's auditing firm, Eide Bailly, a valuation report is needed this year to ensure compliance with GASB 84. According to MN State Statues, the City is ultimately responsible for any shortfalls in the Fire Relief Association's pension assets. This means that the related pension liability or pension assets need to be recorded on the City's financial statements. To determine the dollar amount, there needs to be an actuarial valuation done so that the auditors can use that report to complete the audit and financial reporting for year ending 2020.

Attached are three proposals obtained for actuarial services. The lowest proposal is from VanIwaarden in the amount of \$2,200 for FY ending 2020 GASB 67/68 actuarial report and \$900 for FY ending 2021 for GASB 67/68, with the next lowest proposal coming in at \$2,300 for FY ending 2020 and \$1,100 for FY ending 2021, and the highest proposal being from GRS with a range of \$5,000-\$6,000 to complete the report.

Since the need for the valuation report was not known until recently, it was not budgeted for in the 2021 budget. It seems reasonable that this expense could be paid for by the fire relief association although it will likely be reallocated into the City's annual pension fund contribution.

A motion is necessary to select one of the above-listed consultants to complete a pension valuation of the fire relief association as a necessary component of the City's annual audit and financial statements.


Jennifer J. Bromeland
City Administrator

Jennifer Bromeland

From: Jamie Fay <jfay@eidebailly.com>
Sent: Friday, April 2, 2021 1:07 PM
Subject: Fire Relief Association Pension Valuation

Good afternoon!

Thank you for chatting with me about the relief association, our additional analysis because of GASB 84 being applicable this year, and the valuation report we need to see for the audit report. Below is a summary of the 'why' behind this need as well as contact information for Hildi, which we see a lot of valuation reports from them in our government clients. Please don't hesitate to reach out if you have any questions! Thank you!

- Based on MN State Statutes, the City is ultimately responsible for any shortfalls in the Fire Relief Association's pension assets. What that means is the related pension liability or pension asset needs to be recorded on the City's financial statements. In order to do that and come up with the dollar amount, there needs to be an actuarial valuation done so that we can use that report during the audit and financial reporting.
- We see a lot of actuarial reports for our governmental clients that are done by Hildi. Their website is <https://www.hildiinc.com/> - They were recently acquired by USI, but still have a local MN presence, which is located here:

Minnesota Office

14852 Scenic Heights Road, Suite 205
Minneapolis, MN 55344
Phone: 952.934.5554
Fax: 952.934.3027

Jamie Fay, CPA

(she/her/hers)
Partner
Eide Bailly LLP
111 S. 2nd St., Ste. 300
Mankato, MN 56001-5803

T 507.304.6944

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Access your files and connect with us on [My Eide Bailly](#)



What inspires you, inspires us.

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Independent member of HLB – the global advisory and accounting network.

April 29, 2021

Jennifer Bromeland
City Administrator
City of Eagle Lake
705 Parkway Avenue
PO Box 159
Eagle Lake, MN 56024

Re: Engagement Letter for GASB 67/68 Actuarial Services

Dear Jennifer:

Thank you for this opportunity to provide GASB 67/68 pension actuarial services to the City of Eagle Lake and the Eagle Lake Fire Department Relief Association. This letter documents the services we will provide for the Relief Association's pension plan and our fees for those services.

Scope of the Engagement

We will perform the following services, as chosen by the City and Relief Association:

1. FY2020 GASB 67/68 Actuarial Valuation

For 2020, we will prepare a GASB 67/68 actuarial valuation report for the Relief Association and the City's FY2020 financial statements.

2. FY2021 GASB 67/68 "Off Year" Valuation

A full actuarial valuation is required every two years. In the "off years" between full valuations, the results will be based on actual assets and an estimated liability rolled forward from the previous valuation.

The 2021 report will contain the required GASB 68 results for the City's FY2021 financial statements.

The off-year valuations will need to reflect significant changes since the full valuation. A full actuarial valuation may be required two years in a row if there are significant changes like plan amendments, large asset gains/losses, or big movements in prevailing interest rates.

3. Future GASB 67/68 Actuarial Reports

Future 2-year reporting cycles will include a full actuarial report and an "off-year" report that contain both GASB 67 and 68 information for the Relief Association and the City.

4. Other

We will prepare other actuarial and consulting projects requested by you from time to time such as attending meetings, presentations, and miscellaneous consulting.

Fees and Hourly Billing Rates

The fees for the services described above are outlined below.

GASB 67 & 68 Reporting Beginning in 2020	Fee
FYE2020 GASB 67/68 actuarial report	\$2,200
FYE2021 GASB 67/68 "off year" report (if no significant changes)	900

Future actuarial reports will be priced according to a similar schedule. Any fee changes will be presented beforehand in an updated engagement letter.

This fee quote depends on receiving the census data, asset reconciliation, and investment mix in our prescribed format.

We are pleased to provide additional consulting services or changes in valuation scope upon request. Additional fees for such requests will be agreed upon by both parties prior to commencement.

Out-of-scope projects are within the City's and Relief Association's control, and time for them will be billed at our normal hourly rates. For 2021, our hourly rates are \$115 to \$200 for actuarial analysts and \$300 to \$320 for consulting actuaries. Out-of-scope projects include time spent on:

- meetings and preparation,
- significant changes in your plan, accounting or funding arrangements,
- cleanup of inaccurate data or data not provided in the form requested, and
- follow-up for information not provided within 45 days of our first request.

We will notify you if any out-of-scope fees are to apply, and will be happy to estimate fees for additional projects as requested. Out-of-pocket expenses will be passed on to you without markup. Travel time, if it occurs, is billed at 50% of our normal rates.

You have the right to terminate our services at any time, subject to payment of accrued charges for work we have done through the date we receive notice. We will have the same right of termination (including termination for non-payment of fees and expenses), subject to our obligation to give you reasonable notice.

We will retain final copies of actuarial work products for seven years after completion of each project. The plan sponsor is responsible for keeping copies of all documents needed for the Plan's permanent records.

Minnesota Actuarial Disclosure

Van Iwaarden Associates is the actuarial advisor to the Minnesota Legislative Commission on Pensions and Retirement (LCPR). In this role, we assist the LCPR in reviewing actuarial valuations, assumptions, and cost estimates for the three statewide retirement systems: TRA, PERA, and MSRS.

Our professional standards require that we disclose any actual or potential conflict of interest to our clients, and that our clients expressly agree to these services. Although the work we prepare for the LCPR does not directly relate to your GASB 67 & 68 reporting, we believe it's prudent to disclose our assignment to all of our Minnesota public sector clients since you probably have members in at least one of the statewide pension plans that we'll be reviewing. Your approval of this engagement letter is an affirmative response that you agree to our actuarial work with the City along with our LCPR assignment.

Acknowledgement and Consent

We trust that this letter satisfactorily outlines our services and fees. If you have any questions, please feel free to contact us. Thank you again for choosing Van Iwaarden Associates to assist you with this project.

Northern Consulting Actuaries, Inc. d/b/a Van Iwaarden Associates

Sincerely,



Mark W. Schulte, FSA, EA, MAAA
Consulting Actuary

L/D/C/R: 3/mws/ses

The undersigned authorized representative of the City of Eagle Lake has read this letter from Van Iwaarden Associates, understands its contents, and agrees on behalf of the City and the Relief Association to the terms, conditions and fees set forth above.

Date: _____, 2021

By _____

Title _____





Specializing in Actuarial Retirement Plan Services

April 29, 2021

ACTUARIAL SERVICES
GASB STATEMENT 67 & 68
City of Eagle Lake

Hildi Incorporated
14852 Scenic Heights Road, Suite 205
Minneapolis, MN 55344

P 952.934.5554
F 952.934.3027
E mike.born@hildiinc.com
www.hildiinc.com

Primary Contact: Mike Born, FSA



Specializing in Actuarial Retirement Plan Services

April 29, 2021

Ms. Jennifer Bromeland
City Administrator
City of Eagle Lake
705 Parkway Avenue, PO Box 159
Eagle Lake MN 56024

Dear Jennifer and the City of Eagle Lake:

Thank you for the opportunity to work with you on Actuarial Services for the City of Eagle Lake. We look forward to developing a valued business partnership with you on the subject of Pension Accounting under GASB Statement No. 67 & 68 for your Fire Department Relief Association pension plan. The enclosed booklet will cover the scope of services and highlight the strengths of the actuarial firm, Hildi Incorporated.

Qualified Actuaries

First and foremost, we would like to stress that your business is important to Hildi Incorporated. The history of our firm is spelled out in the "About Hildi Incorporated" section of this proposal. The consultants at Hildi Incorporated are seasoned actuarial consultants specializing in the health and welfare and pension fields. All actuaries who will be working on your account are credentialed actuaries – either Fellows of the Society of Actuaries (FSA) or Associates of the Society of Actuaries (ASA.) Becoming an FSA or ASA entails years of studying and exam taking while competing for passing marks against other top candidates throughout the country. Other practicing actuaries have never completed the entire course of actuarial study, but all actuaries at Hildi Inc. have. Please see our Biographies and Resumes included in the Appendix section.

Experienced Actuaries and Responsive Service

Second, at Hildi Incorporated, we monitor our workflow and capacity levels in order to be the most responsive to the client projects that we take on. Hildi Incorporated has made the commitment to specialize in pension actuarial work under GASB Statements 67 and 68. The consultants at Hildi Incorporated have worked with public pensions all over the country and with corporate pension plans since the early 1990s under ASC 715-60.



Specializing in Actuarial Retirement Plan Services

Consistency

At Hildi Incorporated, we have the distinct advantage of being able to provide our clients with a consistent actuarial team from one year to the next. We are committed to our profession and our firm. Therefore, you will not have to worry about your investment in our firm, as our knowledge of the City of Eagle Lake's Fire Relief benefits and pension strategies will be consistently applied.

Thank you again for this opportunity. Please call with any questions that you may have. We look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Michael J. Born". The signature is written in a cursive, flowing style.

Michael J. Born, FSA
Consulting Actuary

Contents

About Hildi Incorporated	5
Hildi Incorporated Qualifications and Experience	6
The Actuarial Valuation Process	7
Sample Data Request.....	8
Fee Proposal and Timeline	9
References	11
The Hildi Inc. Actuarial Team.....	12

About Hildi Incorporated

Thank you for taking the time to learn more about Hildi Incorporated.

At Hildi Incorporated, our goal is to be your valued, trusted consulting partner in the world of actuarial retirement plan and Other Post-Employment benefit services.

Hildi Incorporated believes in providing the highest quality consulting along with the most competitive fees in the marketplace. Customer service and satisfaction is our most important goal.

Hildi Incorporated was established by in October of 2004 as a Midwestern actuarial consulting firm. The structure for Hildi Incorporated is an S-Corporation in Minnesota. State and Federal Tax ID numbers can be provided on request. Hildi Incorporated has no parent or subsidiary organizations.

The name "Hildi" has meaning in Norse mythology and is the founder's nickname. The Hildi Inc. logo (the item that looks somewhat like a check mark or a music note) is the symbol from the founder's ancestral family farm in Selbu, Norway.

Hildi Incorporated consists of benefits consultants and actuaries who have many years of real world experience and are recognized leaders in their fields. Please see the section on the Actuarial Consultants at Hildi Incorporated, along with our attached biographies and resumes in the Appendix.

Hildi Incorporated Qualifications and Experience

Professional Experience Highlights with a *sampling* of Current Clients

Counties and many Cities in Minnesota

- Actuarial Valuations and Plan Design work for Other Post Employment benefits under GASB Statements 74 & 75 (formerly GASB 45).

School Districts in the Midwest

- Actuarial Valuations and Plan Design work for Other Post Employment benefits under GASB Statements 74 & 75 (formerly GASB 45).

Public Pension Plans (Police and Fire Funds)

- Actuarial Valuations and Plan Design work for Pensions under GASB Statements 67 & 68.

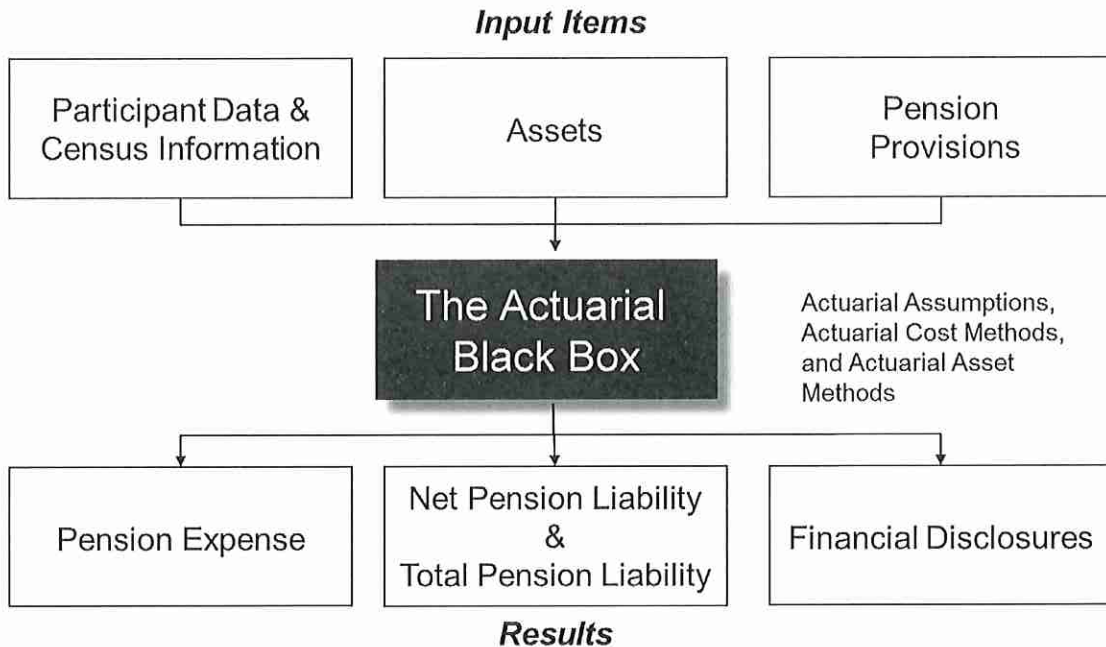
Corporate and Not-for-Profit Clients (Multiple clients over 1,000+ participants)

- Actuarial Valuations for pension plan funding and accounting under ASC 715 (US GAAP), ASC 965 (Plan Accounting), SSAP (US Statutory), and IAS 19 (IFRS International) accounting requirements.
- Actuarial Valuations on post-retirement medical, dental, and life plans.
- Additional work performed on non-qualified retirement plans and cash flow analysis for asset/liability modeling projections.
- Pension administration co-sourcing support.

The Actuarial Valuation Process

This exhibit shows the GASB 67 & 68 process. Once you provide us with the Input Items, noted below, then we can complete the actuarial calculations and prepare your results in our actuarial report.

Actuarial Valuation



Actuarial Assumptions

The actuary and client jointly select a proposed set of *actuarial assumptions* to be used in the valuation. Hildi Inc. discusses the proposed assumptions with our clients at an early stage in the project; not all actuaries will do this. We welcome the client's input in the selection process, and it's important to remember that the earlier a client questions an assumption, the less work it is for the actuary to make the required changes to the valuation.

Sample Data Request

Data format: Preferred delivery by email

Data in Excel spreadsheets is preferred. Key punching by Hildi Inc. of scanned information will result in additional data processing time.

General List of items needed to perform a GASB 67/68 Actuarial Valuation

- Plan Bylaws
- Employee/Participant Data (e.g. Minnesota OSA Form SC)
- Plan Asset information (e.g. Minnesota OSA Form FIRE)
- Plan Audit and State Filing Information (optional)

Plan Provisions/Benefits Information

Please include the most recent plan bylaws. Highlight any recent changes that have occurred and summarize any anticipated upcoming changes.

Employee/Participant Data

Please provide member data as of January 1, 2020. You may provide census data in an Excel version of the Form SC template. If you provide the data in this format, please make sure the data is current as of January 1, 2020.

Alternatively, we can provide an Excel template for you to use or you can use your own format. Please provide one row of data, with all of the above information, for each participant/spouse.

Actuarial Assumptions

As an aid in setting assumptions for this study, please send any available information by employee group or in total that you may have on the following:

- Retirement experience – at what ages are participants retiring?
- Withdrawal or turnover – when do participants leave the employer?

Asset Information

If the Form FIRE is available for the current year, we can rely on that information. Otherwise, we can use draft statements from the plan audit.

Other Requested Information (if available)

- Most recent available SC and FIRE forms filed with the Minnesota Office of the State Auditor
- Most recent available relief association pension plan audit

Fee Proposal and Timeline

GASB Statement No. 67 indicates that the actuarial valuation date must be no more than 24 months prior to each measurement date. As such, we anticipate that a full actuarial valuation will be required every two years. In the years where a full actuarial valuation is not required, financial reporting can be based on a projection of the most recent actuarial valuation.

Upon receipt of all data needed for the project (see the Sample Data Request), the actuarial valuation results can be prepared **within six to eight weeks**. Any additional information requested (for example, changes in plan design, actuarial cost projections) could possibly extend this timeline. However, we try to be flexible when working with upcoming audit deadlines. If you need your report by a particular date, we will do our best to work with you on a schedule that meets your needs.

GASB 67 & 68 Key Dates

GASB 67 applies to accounting for pension plans. Any financial reporting done for the pension plan (Relief Association) should be prepared in accordance with GASB 67 and was effective for the fiscal year ending December 31, 2014. GASB 68 applies to accounting for pension plan sponsors (municipalities). Any financial reporting done for the pension plan sponsor (the City) should be prepared in accordance with GASB 68 and was effective for the fiscal year ending December 31, 2015.

The valuation date for this actuarial study will be January 1, 2020. All data collected should be as of January 1, 2020 or for the fiscal year ending on December 31, 2019. The study may be used to prepare financial disclosures for the Relief Association (under GASB 67) for the fiscal year ending December 31, 2019 and for the City (under GASB 68) for the fiscal year ending December 31, 2020.

Basic Actuarial Valuation Fees for GASB Statement No. 67 & 68

Service Date	Basic Fee
Spring 2021 (for 2020 Fiscal Year)	\$2,300, as a year in which a full actuarial valuation is required under GASB 67&68
Winter 2021 (for 2021 Fiscal Year)	\$1,100, presuming this is a year in which a full actuarial valuation is not required under GASB 67&68

Fee Proposal *continued*

These Basic Actuarial Fees include the following:

- Teleconferencing with the actuaries on pending or anticipated issues which may affect the actuarial valuation/report. If any work is needed based on one of the outcomes of a teleconference, a fee will be agreed upon before any work is initiated.
- Availability via conference call to discuss the results and answer questions.
- An Actuarial Report including all information required by GASB Statements 67 and 68. Hildi Inc. will provide an electronic copy.
- Periodic memos and telephone calls to provide updates on developments that may affect future actuarial reports.

The Basic Actuarial Fees are also based on the receipt of clean participant data in the format requested from the Hildi Inc. data request packet.

Fees for Additional Actuarial Services

Description	Fee
Auditor Requests	Based on Hourly Rates
Attendance at Additional Meetings	Based on Hourly Rates
Contract Proposals	To be agreed upon after determination of scope

Hourly Rates for Additional Services

Description	Hourly Rate
Strategic Actuarial Consulting and Meeting time	\$275
Actuarial Calculations	\$100 - \$250
Data and Administrative work	\$100 - \$200

Travel and lodging expenses are not included in the basic fee and will be invoiced separately, if requested.

References

Available upon request.

What distinguishes Hildi Inc. from other actuarial firms?

- The lead GASB Actuaries at Hildi Inc. are all Fellows of the Society of Actuaries – FSAs
- We specialize in GASB Actuarial Services
- Network of colleagues including legal, trust, and financial services
- Consistency in actuaries and the team for you from one year to the next
- Competitive fees
- Other ancillary, useful material included in our actuarial reports – not just the “bare bones” results
- Thorough review of plan provisions and actuarial assumptions with the client, and
- Thorough explanation of the actuarial report and results.

What are the clients of Hildi Inc. saying?

- “An actuary with a *heart!*”
- “You are not *typical* actuaries.”
- “Thank you for the exhibits that you put together – we love it!”
- “Thank you for working hard to meet our deadlines.”
- “Thank you for your prompt attention to my request.”
- “Your fees are fair and continue to be. We are not getting *nicked and dimed* for every request that we make.”

The Hildi Inc. Actuarial Team

Jill M. Urdahl, FSA, EA, MAAA

Jill is a Fellow of the Society of Actuaries, Enrolled Actuary, and a Member of the American Academy of Actuaries. Over the past 30 years, Jill has been a retirement actuary and consultant. She has worked with all sized employers, both public and private, to develop their retirement and OPEB strategies. Specific areas of focus include plan design, funding and financing, and administration services. In addition, Jill has experience with present value calculations for marital dissolutions.

Jill worked for two international consulting firms for over 14 years in various capacities, including principal actuary, managing supervisor, region recruiting lead, and Society of Actuaries exam committee member.

Jill has been a featured speaker on GASB 45 at several conferences across the country.

Anthony L. Urdahl, FSA, EA, MAAA, MSPA

Tony is a Fellow of the Society of Actuaries, an Enrolled Actuary, a Member of the American Academy of Actuaries and a member of ASPPA. He has over 31 years experience working with all aspects of defined benefit pension plans.

Prior to joining Hildi Inc., Tony worked at three large actuarial consulting firms on cash balance and traditional pension plans of all sizes. He was the Senior Resource Actuary in the Minneapolis office of a large actuarial consulting firm and was responsible for technical issues related to defined benefit plans. Tony has extensive actuarial expertise in administration, design, funding, accounting and discrimination testing of cash balance and other defined benefit plans. He also has experience with OPEB benefit valuations. Tony attends annual national meetings to keep current on the latest design and technical issues related to self employed individuals, small business owners and corporations of all sizes.

Michael J. Born, FSA, EA, CFA, MAAA

Mike is a Fellow of the Society of Actuaries, an Enrolled Actuary, and a Member of the American Academy of Actuaries. Mike is also a CFA Charterholder.

Mike has worked with the retirement and OPEB plans offered by large for-profit and not-for-profit corporations. He has extensive experience with the actuarial valuation of pension and retiree health and welfare programs for private employers. Mike has been a featured speaker on the topic of GASB 67 & 68 implementation for Minnesota Relief Association Pension Plans.

Mike was an actuarial consultant and investment consultant at an international consulting firm for 12 years prior to joining Hildi Inc. in 2013. Mike was responsible for assisting his clients with actuarial valuations, plan design, plan administration, risk management, and investment strategy & implementation.

Gretchen Faul, ASA, EA, MAAA

Gretchen is an Associate of the Society of Actuaries, an Enrolled Actuary, and a member of the American Academy of Actuaries.

Gretchen joined Hildi Inc. in 2008. Her primary experience has been working with large and small corporations with pension and OPEB benefit valuations. Gretchen also has extensive actuarial expertise in pension administration and discrimination testing of defined benefit plans.

Before joining Hildi Inc., Gretchen was an actuarial consultant at two international consulting firms.

Gretchen has over 29 years of experience working with all aspects of defined benefit pension plans.

Todd Chrun, EA

Todd is an Enrolled Actuary and is currently taking exams to attain actuarial fellowship.

Todd joined Hildi Inc. in 2010. Prior to 2010, Todd was an actuarial associate at a large actuarial consulting firm in Minneapolis. His primary experience has been working with large and small corporations with pension and OPEB benefit valuations. Todd also has actuarial expertise in pension administration and discrimination testing of defined benefit plans.

Todd has 12 years of experience working with defined benefit pension plans and post retirement medical plans.

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is entered into and dated April 29, 2021 by and between USI Consulting Group, Inc. (USICG - earlier as **Hildi Inc.**) USICG with offices located at 8000 Norman Center Drive, Suite 400, Bloomington, MN 55437 with headquarters at 95 Glastonbury Blvd., Suite 102, Glastonbury, CT 06033 (hereinafter referred to as the "Consultant") and the City of Eagle Lake with offices located at 705 Parkway Avenue, PO Box 159, Eagle Lake MN 56024 (hereinafter referred to as the "Company"). Company and Consultant are jointly referred to as the "parties."

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACCEPTED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Description of Services. Consultant will perform certain services for Company upon terms and conditions specified herein and as such services are more particularly described in Exhibit(s), which are attached hereto and incorporated by this reference.
2. Prices and Payment. Company agrees to pay Consultant the fees set forth in the applicable Exhibit(s). Consultant anticipates invoicing the Company monthly for services provided. Payment will be due in full within fifteen (15) days of receipt of Consultant's invoice. Company agrees to pay interest on all overdue amounts at a rate of twelve percent (12%) per annum or the rate allowed by law, which ever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts.
3. Travel Expenses. Company agrees to reimburse Consultant for its reasonable and necessary out-of-pocket lodging, transportation, and food incurred at the Company's request. Consultant agrees to provide reasonable expense documentation. Whenever possible, Consultant agrees to take advantage of travel discounts. All air travel by Consultant shall be on major national or regional airlines, and Consultant and its representatives may keep their frequent flier miles earned for their personal usage.
4. Ownership of Work Product. Ownership of, and all rights in, the work product which is the subject matter of this Agreement (the "Work"), including trademarks, patents and copyrights applicable to same, shall belong exclusively to Company. The parties expressly agree to consider as a "work made for hire" any Work ordered or commissioned by the Company which qualifies as such under the United States copyright laws. To the extent that the Work cannot be a "work made for hire" or where necessary for any other reason, Consultant will provide Company with all such assignments of rights, covenants and other assistance which may be required for Company, through trademark, patent or copyright applications or otherwise, to obtain the full benefit of the rights provided for herein. If the Work contains materials previously developed or copyrighted by Consultant or others, Consultant grants and agrees to grant to Company, or obtain for Company, an

unrestricted, royalty-free license to use and copy such materials. Any license so granted or obtained shall include the right for Company to grant an unrestricted, royalty-free license to any affiliate of Company. Consultant is allowed to retain one copy of the Work for archival purposes. Consultant shall place a copyright notice on the Work at Company's request. The Work shall be considered "Information" under the Section entitled "Nondisclosure."

5. Nondisclosure. Any technical or business information, including, but not limited to, computer programs, files, specifications, drawings, sketches, models, samples, tools, cost data, customer information, financial data, business or marketing plans or other data, whether oral, written or otherwise ("Information"), furnished or disclosed to Consultant hereunder or in contemplation hereof, shall remain Company's property. No license, express or implied, under any trademark, patent or copyright is granted by Company to Consultant by virtue of such disclosure. All such information in written, graphic or other tangible form shall be returned to the Company immediately upon request and copies shall be returned to the Company or, at Company's option, certified by Consultant as having been located and destroyed. Consultant shall be allowed to retain one copy of the Information for archival purposes. Unless such Information was previously known to Consultant free of any obligation to keep it confidential, is lawfully obtained by Consultant from any source other than Company or has been or is subsequently made public by Company or a nonparty to this Agreement, is approved for release by written authorization of the Company, or is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized governmental agency, provided the Company receives adequate notice to allow it to request a protective order and the Consultant reasonably cooperates with the Company's efforts to receive a protective order, it shall be kept confidential by Consultant for the benefit of Company, shall be used only in performing under this Agreement and shall not be used for other purposes except upon such terms as may be agreed upon by Company in writing. Consultant shall take reasonable steps to protect such Information to a similar extent that Consultant protects its own Information.
6. Liability. Consultant shall indemnify Company and its affiliates against, and shall hold Company and its affiliates harmless from, any loss, damage, expense or liability that may in any way arise out of or result from the performance of Consultant hereunder and caused by or resulting from the gross negligence or intentional misconduct of Consultant, including but not limited to any knowing infringement, or claim of infringement, of any patent, trademark, copyright, trade secret or other proprietary right of a third party or of Consultant or anyone claiming through Consultant who may be eligible to terminate any assignment or transfer made hereunder pursuant to the terms of the copyright laws up to the amount paid by the Company to the Consultant under a given applicable Exhibit(s). Consultant shall defend or settle, at its own expense, any action or suit against Company or its affiliates for which it is responsible hereunder. Company shall notify Consultant of any such claim, action or suit and shall reasonably cooperate with the Consultant (at Consultant's expense) to facilitate the defense of any such claim.

7. Limitation. In no event shall company or consultant be liable, one to the other, for indirect, special, incidental, or consequential damages arising out of or in connection with the furnishing, performance or use of any products or services provided pursuant to this agreement.
8. Limited Warranties. Consultant warrants and represents that it has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which Consultant is a party or by which it may be bound.

Consultant warrants and represents that Consultant has the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with professional standards in the industry and/or field.

9. Headings. Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
10. Insurance. Upon request by Company, Consultant shall provide to Company, copies of certificates of insurance evidencing the workers compensation, general liability and automobile insurance coverage that Consultant has in effect and Consultant shall maintain such insurance in effect through the duration of the Agreement.
11. Amendment and Waiver. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties. No waiver of a material breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.
12. Relationship. The Consultant shall be and act as an independent contractor hereunder, and neither Consultant nor any employee, agent, associate, representative or subcontractor shall be deemed to be employees of the Company for any purpose whatsoever.
13. Force Majeure. Neither party will be liable for any failure or delay in performance due to any cause beyond its reasonable control, including, but not limited to acts of nature, strikes, fire, flood, explosion, riots, or wars, provided that personnel changes, including unanticipated employee departures, shall not be considered to be an event or condition of force majeure.

14. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party:

If to Company: Ms. Jennifer Bromeland
City Administrator
City of Eagle Lake
705 Parkway Avenue, PO Box 159
Eagle Lake MN 56024

If to Consultant: USI Consulting Group, Inc.
8000 Norman Center Drive
Suite 400
Bloomington, MN 55437
Attn: Jill Urdahl, FSA
Practice Leader/Consulting Actuary

15. Assignment. Consultant shall not assign this Agreement or delegate the services to be performed hereunder, in whole or in part, or any of its rights, interest, or obligations hereunder without Company's express written consent.
16. Law Government. This Agreement shall be governed by the laws of the State of Minnesota, without regard to or application of conflicts of law rules or principles.
17. Taxes. Consultant shall assume full responsibility for the payment of all taxes imposed by any federal, state, local taxes or foreign taxing authority and all contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to performance of services for Company hereunder.
18. Termination. Any Exhibit(s) to this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Company agrees to pay for all services provided by Consultant and related travel expenses incurred by Consultant through the date of termination of the Exhibit(s) and/or the Agreement as applicable.
19. Entire Agreement. This constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement shall be binding on the affiliates, administrators, executors, heirs, successors in interest, or assigns of Consultant.

IN WITNESS WHEREOF, authorized representatives of the Company and the Consultant have executed this Agreement in duplicate.

Company: City of Eagle Lake

Consultant: USI Consulting Group, Inc. (formerly Hildi Inc.)

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____
(Print or Type)

Name: Jill Urdahl

Title: _____
(Print or Type)

Title: President

Date: _____

Date: _____

(Please Note: A Signature is required on both page 5 and page 6. Thank you.)

**Exhibit 1 to
AGREEMENT FOR CONSULTING SERVICES
Consultant and Rate Schedule**

Consultant Representative's Name	Title	Effective Start Date	Expected End Date
USI Consulting Group, Inc. (formerly Hildi Inc.) Actuaries and Consultants	Consulting Actuaries	TBD	TBD
<p align="center">Base Fees</p> <p align="center">The approximate budget for consulting services is as follows:</p> <ul style="list-style-type: none"> • GASB 67&68 Actuarial Valuation (Base Year): \$2,300 • GASB 67&68 Actuarial Valuation (Projection Year): \$1,100 <p>These Base Actuarial Fees include the following:</p> <ul style="list-style-type: none"> • An Actuarial Report including all information required by GASB Statement 67&68 for the Relief Association pension plan. USICG will provide an electronic copy. • Availability via conference call to discuss the results and answer questions. • Teleconferencing with the actuaries on pending or anticipated issues which may affect the actuarial valuation/report. If any work is needed based on one of the outcomes of a teleconference, a fee will be agreed upon before any work is initiated. • Periodic memos and telephone calls to provide updates on developments that may affect future actuarial reports. <p>The term of the Agreement for Consulting Services is for the January 1, 2020 GASB 67&68 actuarial valuation and a roll-forward valuation for the following year. The Base Year valuation can be used for the plan (Relief Association) disclosure cycle ending December 31, 2019 and the plan sponsor (city) disclosure cycle ending December 31, 2020. The Projection Year report can be used for the Relief Association disclosure cycle ending December 31, 2020 and the City disclosure cycle ending December 31, 2021.</p> <p>All quotes assume the plan provisions and assumptions remain unchanged from the last actuarial valuation (if applicable). Additional charges may occur if there is out of scope work due to inaccurate or insufficient data provided by the Company, changes in funding or investment policy, changes to plan provisions, or proportionate share calculations.</p>			

SERVICES OR REQUIREMENTS:

The Agreement for Consulting Services is dated April 29, 2021.

Company: City of Eagle Lake

**Consultant: USI Consulting Group, Inc.
(formerly Hildi Inc.)**

(Authorized Signature)

(Authorized Signature)

(Date)

(Date)

(Please Note: A Signature is required on both page 5 and page 6. Thankyou.)



April 29, 2021.

Ms. Jennifer Bromeland
City Administrator
City of Eagle Lake
705 Parkway Avenue
PO Box 159
Eagle Lake, MN 56024

Re: Fee Quote for Actuarial Work

Dear Ms. Bromeland:

Thank you for contacting Gabriel, Roeder, Smith & Company (GRS) about the opportunity to provide actuarial services for the Eagle Lake Fire Relief Association. Our firm is well qualified to provide the requested services. As the nation's leading consultant to public sector retirement systems, GRS offers consulting expertise and technological capabilities that specifically focus on the needs of plans such as yours. We have a local office in the Minneapolis area, with consultants who have worked with Minnesota retirement plans for more than 25 years, including the Public Employees Retirement Association as well as a number of relief associations.

As you requested, we are providing a fee quote for an actuarial valuation of the pension plan pursuant to Governmental Accounting Standards Board (GASB) Statement No. 67 (Financial Reporting for Pension Plans) and potentially Statement No. 68 (Accounting and Financial Reporting for Pensions) as of a measurement date specified by the City.

Our scope of services includes the following:

- Review and edit participant and plan asset data
- Develop appropriate assumptions
- Perform projection of contributions, benefit payments, expenses, and assets to determine blended discount rate according to GASB 67 requirements
- Compute Total Pension Liability, Net Pension Liability, and provide related GASB 67 (and potentially GASB 68) actuarial disclosures
- Document the valuation results in a written report

119

Ms. Jennifer Bromeland
April 29, 2021
Page 2

Fees for these services will be based on actual time spent on the project, and are estimated to be \$5,000 to \$6,000. Our fees for the services will not exceed \$6,000. Fees for future years may be adjusted to reflect increases in actual inflation.

Fees for additional consulting services, if the need arises, will be billed at our hourly rates. Hourly billing rates will be provided upon request.

We look forward to discussing this with you. Please contact us if you have any questions about this information.

Sincerely,

Bonita J. Wurst

Bonita J. Wurst, ASA, EA, FCA, MAAA
Senior Consultant

BJW:bd



120



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

May 3, 2021

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Capital Outlay

Attached is an excerpt from the City's audit for year ending December 31, 2019. Included on the excerpt are some general fund balances highlighted in yellow. City staff requests that an "assigned" fund balance be included on the balance sheet of the annual audit showing capital outlay funds that have been set aside for capital outlay expenditures. Presently, capital outlay funds are reflected in the "unassigned" fund balance.

For reference purposes, a copy of the City's fund balance policy is attached which contains an "assigned" fund balance definition.

We can discuss in more detail at the meeting.

A motion is necessary to add an assigned fund balance for capital outlay in the annual audit, beginning with year ending December 31, 2020.


Jennifer J. Bromeland
City Administrator

CITY OF EAGLE LAKE
GASB 54 POLICY-FUND BALANCES

FUND BALANCES

I. PURPOSE

The purpose of this policy is to create new fund balance classifications to allow for more useful fund balance reporting and for compliance with the reporting guidelines specified in Statement No. 54 of the Governmental Accounting Standards Board (GASB).

II. GENERAL STATEMENT OF POLICY

The policy of this city is to comply with GASB Statement No. 54. To the extent a specific conflict occurs between this policy and the provisions of GASB Statement No. 54, the GASB Statement shall prevail.

III. DEFINITIONS

- A. “Assigned” fund balance amounts are comprised of unrestricted funds constrained by the city’s intent that they be used for specific purposes, but that do not meet the criteria to be classified as restricted or committed. In funds other than the general fund, the assigned fund balance represents the remaining amount that is not restricted or committed. The assigned fund balance category will cover the portion of a fund balance that reflects the city’s intended use of those resources. The action to assign a fund balance may be taken after the end of the fiscal year. An assigned fund balance cannot be a negative number.
- B. “Committed” fund balance amounts are comprised of unrestricted funds used for specific purposes pursuant to constraints imposed by formal action of the city council and that remain binding unless removed by the city council by subsequent formal action. The formal action to commit a fund balance must occur prior to fiscal year end; however, the specific amounts actually committed can be determined in the subsequent fiscal year. A committed fund balance cannot be a negative number.
- C. “Enabling legislation” means legislation that authorizes a city to assess, levy, charge, or otherwise mandate payment of resources from external providers and includes a legally enforceable requirement that those resources be used only for the specific purposes listed in the legislation.

- D. “Fund balance” means the arithmetic difference between the assets and liabilities reported in a city fund.
- E. “Nonspendable” fund balance amounts are comprised of funds that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. They include items that are inherently unspendable, such as, but not limited to, inventories, prepaid items, long-term receivables, non-financial assets held for resale, or the permanent principal of endowment funds.
- F. “Restricted” fund balance amounts are comprised of funds that have legally enforceable constraints placed on their use that either are externally imposed by resource providers or creditors (such as through debt covenants), grantors, contributors, voters, or laws or regulations of other governments, or are imposed by law through constitutional provisions or enabling legislation.
- G. “Unassigned” fund balance amounts are the residual amounts in the general fund not reported in any other classification. Unassigned amounts in the general fund are technically available for expenditure for any purpose. The general fund is the only fund that can report a positive unassigned fund balance. Other funds would report a negative unassigned fund balance should the total of nonspendable, restricted, and committed fund balances exceed the total net resources of that fund.
- H. “Unrestricted” fund balance is the amount of fund balance left after determining both nonspendable and restricted net resources. This amount can be determined by adding the committed, assigned, and unassigned fund balances.

IV. CLASSIFICATION OF FUND BALANCES

The city shall classify its fund balances in its various funds in one or more of the following five classifications: nonspendable, restricted, committed, assigned, and unassigned.

V. MINIMUM FUND BALANCE

The city will strive to maintain a minimum unassigned general fund balance of 50% percent of the annual budget.

VI. ORDER OF RESOURCE USE

If resources from more than one fund balance classification could be spent, the city will strive to spend resources from fund balance classifications in the following order (first to last): restricted, committed, assigned, and unassigned.

VII. COMMITTING FUND BALANCE

A majority vote of the city council is required to commit a fund balance to a specific purpose and subsequently to remove or change any constraint so adopted by the council.

VIII. ASSIGNING FUND BALANCE

The city council, by majority vote, may assign fund balances to be used for specific purposes when appropriate. The council also delegates the power to assign fund balances to the City Administrator. Assignments so made shall be reported to the city council on a monthly basis, either separately or as part of ongoing reporting by the assigning party if other than the city council.

An appropriation of an existing fund balance to eliminate a projected budgetary deficit in the subsequent year's budget in an amount no greater than the projected excess of expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance.

IX. REVIEW

The city council will conduct an annual review of the sufficiency of the minimum unassigned general fund balance level.

City of Eagle Lake
Balance Sheet – Governmental Funds
December 31, 2019

	General Fund	2010 Debt Service	Tax Increment District 2-1	Other Governmental Funds	Total Governmental Funds
Assets					
Cash and cash equivalents	\$ 2,982,877	\$ -	\$ 80,555	\$ 372,767	\$ 3,436,199
Restricted cash	-	-	-	18,709	18,709
Receivables					
Taxes	14,760	-	-	-	14,760
Special assessments	13,086	156,338	-	13,086	182,510
Accounts	16,948	-	-	-	16,948
Notes	-	-	-	45,669	45,669
Due from other funds	15,876	-	-	-	15,876
Prepaid items	128,717	-	-	-	128,717
Total Assets	\$ 3,172,264	\$ 156,338	\$ 80,555	\$ 450,231	\$ 3,859,388
Liabilities					
Accounts payable	\$ 49,919	\$ -	\$ 45,878	\$ -	\$ 95,797
Accrued payroll liabilities	12,484	-	-	-	12,484
Due to other funds	-	15,876	-	-	15,876
Due to borrower	-	-	-	18,709	18,709
Total liabilities	62,403	15,876	45,878	18,709	142,866
Deferred inflows of resources					
Unavailable revenue	24,562	156,338	-	13,086	193,986
Fund Balances					
Nonspendable	128,717	-	-	-	128,717
Restricted	-	-	34,677	418,436	453,113
Unassigned	2,956,582	(15,876)	-	-	2,940,706
Total fund balances	3,085,299	(15,876)	34,677	418,436	3,522,536
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 3,172,264	\$ 156,338	\$ 80,555	\$ 450,231	\$ 3,859,388

add "assigned"
for capital outlay

12/31/20 "Assigned" \$1,414,442.93 (pre-audit adjustments) 98

	2013 Audit Balances	2014 Set Aside (550)	2014 Expenses (510)	2014 Y-E Balance
101-41000 General Government	\$ 228,643.00	\$ 5,000.00	\$ -	\$ 233,643.00
101-42100-550 Street (CRP)	\$ 84,895.00	\$ 35,604.00	\$ (191,182.81)	\$ 390,316.19
101-42200-550 Police (CRP)	\$ 82,691.00	\$ 18,730.00	\$ (60,277.56)	\$ 41,143.44
101-42300-530 Fire (CRP)	\$ 410,739.00	\$ 86,272.00	\$ -	\$ 497,011.00
101-42300-520 Fire Equipment (? Gambling)	\$ 31,658.58	\$ 10,204.55	\$ (11,381.85)	\$ 30,481.28
101-42500-550 Park	\$ 26,251.00	\$ 4,244.00	\$ (3,669.82)	\$ 27,825.18
101-42500-570 Park Board	\$ 7,098.78	\$ 20,000.00	\$ (518.95)	\$ 26,579.83
77Escrow Acct Trails	\$ 48,129.00	\$ -	\$ -	\$ 48,129.00
101-42100-560 Sidewalks	\$ 90,000.00	\$ -	\$ (2,800.00)	\$ 87,200.00
	\$ 1,471,043.36	\$ 180,054.55	\$ (268,830.99)	\$ 1,382,266.92

	2015 Y-E	2015 Y-E	2016 Y-E	2016 Y-E
	2015 Set Aside	2015 Expenses	2016 Set Aside	2016 Expenses
101-41000 General Government	\$ 5,000.00	\$ -	\$ 238,643.00	\$ 5,000.00
101-42100-550 Street (CRP)	\$ 45,500.00	\$ (3,416.50)	\$ 432,399.69	\$ 1,403.80
101-41500-550 Administration	\$ -	\$ -	\$ -	\$ -
101-41900-500 City Hall	\$ -	\$ (1,438.00)	\$ (1,438.00)	\$ 5,000.00
101-42200-550 Police (CRP)	\$ 22,000.00	\$ (5,501.01)	\$ 57,642.43	\$ 22,000.00
101-42300-530 Fire (CRP)	\$ 88,860.00	\$ -	\$ 585,871.00	\$ 91,527.00
101-42300-520 Fire Equipment (? Gambling)	\$ 30,516.00	\$ (23,902.22)	\$ 37,095.06	\$ 56,000.00
101-42500-550 Park	\$ 4,000.00	\$ (3,416.50)	\$ 28,408.68	\$ 14,000.00
101-42500-570 Park Board	\$ 20,000.00	\$ (1,357.33)	\$ 45,160.50	\$ 20,000.00
77Escrow Acct Trails	\$ -	\$ -	\$ 48,129.00	\$ -
101-42100-560 Sidewalks	\$ 215,876.00	\$ (89,031.56)	\$ 1,559,111.36	\$ (51,936.90)
	\$ 331,527.00	\$ 1,838,701.46	\$ 243,643.00	\$ 481,803.49

	2017 Y-E	2018 Y-E	2018 Y-E	2018 Y-E
	2017 Set Aside	2017 Expenses	2018 Set Aside	2018 Expenses
101-41000 General Government	\$ 5,000.00	\$ -	\$ 248,643.00	\$ 158,643.00
101-42100-550 Street (CRP)	\$ 50,750.00	\$ -	\$ 532,553.49	\$ (90,000.00)
101-41500-550 Administration	\$ 1,000.00	\$ -	\$ 1,000.00	\$ (41,252.12)
101-41900-500 City Hall	\$ 5,000.00	\$ -	\$ 8,562.00	\$ -
101-42200-550 Police (CRP)	\$ 24,000.00	\$ (51,297.97)	\$ 50,991.43	\$ (1,738.00)
101-42300-530 Fire (CRP)	\$ 94,272.00	\$ (3,196.45)	\$ 768,473.37	\$ (7,487.94)
101-42300-520 Fire Equipment (? Gambling)	\$ -	\$ -	\$ 90,236.31	\$ (73,660.89)
101-42500-550 Park	\$ 4,000.00	\$ (2,040.25)	\$ 27,114.63	\$ 804,264.84
101-42500-570 Park Board	\$ 20,000.00	\$ (11,795.16)	\$ 41,490.22	\$ (7,701.05)
77Escrow Acct Trails	\$ 50,000.00	\$ -	\$ 48,129.00	\$ 127,555.26
101-42100-560 Sidewalks	\$ 254,022.00	\$ (68,329.81)	\$ 2,024,393.65	\$ (175,451.00)
	\$ 331,527.00	\$ 1,838,701.46	\$ 209,452.16	\$ (254,614.02)

	2019 Y-E	2020 Y-E	2020 Y-E	2020 Y-E
	2019 Set Aside	2019 Expenses	2020 Set Aside	2020 Expenses
101-41000 General Government	\$ -	\$ (45,474.75)	\$ 113,168.25	\$ 113,168.25
101-42100-550 Street (CRP)	\$ 25,000.00	\$ (160,543.43)	\$ 408,107.94	\$ 411,846.83
101-41500-550 Administration	\$ 1,200.00	\$ -	\$ 2,200.00	\$ 2,200.00
101-41900-500 City Hall	\$ 2,500.00	\$ -	\$ 9,333.00	\$ 9,333.00
101-42200-550 Police (CRP)	\$ 26,000.00	\$ (15,847.44)	\$ 79,656.05	\$ 63,654.73
101-42300-530 Fire (CRP)	\$ 100,014.00	\$ (32,819.73)	\$ 771,459.11	\$ 447,955.88
101-42300-520 Fire Equipment (Gambling)	\$ 45,000.00	\$ (24,433.67)	\$ 148,101.59	\$ 57,924.36
101-42500-550 Park	\$ 1,400.00	\$ (1,504.59)	\$ 22,849.67	\$ (5,200.00)
101-42500-570 Park Board	\$ 25,000.00	\$ (3,675.64)	\$ 83,201.93	\$ 39,178.50
Escrow Acct Trails	\$ -	\$ -	\$ 48,129.00	\$ 48,129.00
101-42100-560 Sidewalks	\$ 5,000.00	\$ (14,646.00)	\$ 197,554.00	\$ (3,464.13)
101-42430-510 Civil Defense	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00
	\$ 231,114.00	\$ (898,945.25)	\$ 1,888,750.54	\$ 1,414,442.93

	2021 Y-E	2022 Y-E	2022 Y-E	2022 Y-E
	2021 Set Aside	2021 Expenses	2022 Set Aside	2022 Expenses
101-41000 General Government	\$ -	\$ (5,000.00)	\$ 108,168.25	\$ 108,168.25
101-42100-550 Street (CRP)	\$ 50,240.00	\$ -	\$ 462,086.83	\$ 462,086.83
101-41500-550 Administration	\$ -	\$ -	\$ 2,200.00	\$ 2,200.00
101-41900-500 City Hall	\$ -	\$ -	\$ 9,333.00	\$ 9,333.00
101-42200-550 Police (CRP)	\$ 40,000.00	\$ -	\$ 109,654.73	\$ 109,654.73
101-42300-530 Fire (CRP)	\$ 106,105.00	\$ -	\$ 554,040.88	\$ 554,040.88
101-42300-520 Fire Equipment (Gambling)	\$ -	\$ (910.75)	\$ 57,012.61	\$ 57,012.61
101-42500-550 Park	\$ 4,900.00	\$ -	\$ (381.26)	\$ (381.26)
101-42500-570 Park Board	\$ 50,000.00	\$ -	\$ 106,781.27	\$ 109,781.27
Escrow Acct Trails	\$ -	\$ -	\$ 48,129.00	\$ 48,129.00
101-42100-560 Sidewalks	\$ 15,000.00	\$ -	\$ 224,089.87	\$ 224,089.87
101-42430-510 Civil Defense	\$ -	\$ (5,910.75)	\$ 2,000.00	\$ 2,000.00
	\$ 266,245.00	\$ (5,910.75)	\$ 1,678,105.18	\$ 1,680,105.18

Park Board	Budgeted	Used	Balance
2014	\$ 20,000.00	\$ 518.95	\$ 19,481.05
2015	\$ 20,000.00	\$ 1,357.33	\$ 38,123.72
2016	\$ 20,000.00	\$ 31,875.00	\$ 26,248.72
2017	\$ 20,000.00	\$ 11,795.16	\$ 34,453.55
2018	\$ 35,000.00	\$ 14,612.65	\$ 54,840.91
2019	\$ 25,000.00	\$ 3,675.64	\$ 76,165.27
2020	\$ 82,750.75	\$ 117,927.16	\$ 40,988.86



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

May 3, 2021

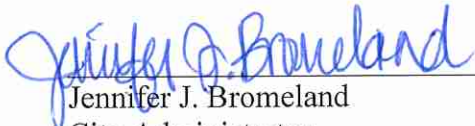
To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Park Board Recommendation

The Park Board recommends that the City Council consider no longer allowing parking on the east side of Thomas Drive between Connie Lane and Linda Drive. There is no parking posted on the west side of Thomas Drive closest to the ballfield/park area but there is parking allowed on the east side of the street.

City staff spoke to a MAYBA rep about the possibility of eliminating parking on the east side of Thomas Drive. The MAYBA rep expressed concern with eliminating parking in this area and asked if signage reminding motorists to slow down could be posted as an alternative to no parking in this area.

Attached is a copy of the Park Board minutes in which this matter was discussed.

Discussion should ensue.



Jennifer J. Bromeland
City Administrator

CITY OF EAGLE LAKE
PARK BOARD MEETING
THURSDAY, MARCH 11, 2021

Call to Order: Meeting was called to order by Chair Larson at 6:50 a.m.

Members Present: Bridget Larson, Jeremy Horkey, Beth Rohrich, Ryan Short, Joan Back, Tim Auringer, Andrew Hartman, Jennifer Bromeland, Kerry Rausch.

Treasurer's Report

Treasurer's report was presented.

Business

1. T-Ball Update

- Jeremy Horkey stated registration forms will be ready by end of this week, local business sponsorship have been obtained and the program will run from the end of May to the beginning of July. It is anticipated there will be six teams with 10-12 kids per team. The program will be advertised on the Eagle Lake Parks and Recreation Facebook page and in the City's newsletter.
- Also discussed was the possibility of starting a youth soccer league for younger youth. A program organizer would be needed.

2. RFP for Park Pavilion

- Will be discussed at next meeting.

3. New Park Equipment and Upcoming Meeting with Installer

- Beth Rohrich and Administrator Bromeland will meet with the installer to establish installation protocol and to get an accurate idea of the amount of base material needed to be order. Public Works will order benches for the Eagle Heights Park. The installer is hoping to install park equipment in April, but installation is dependent on when Bruender Construction is able to do grading.
- Discussion was held about the possibility of installing toddler swings in Lake Eagle Park. This will be discussed with the installed to determine if there is space available.

4. Buckthorn Update

- Public Works has been working Vein Nguyen on the slow process of removing buckthorn from Lake Eagle Park. Positive public feedback from the public has been received.

5. Parks and Playground Maintenance Checklist

- Baseball field needs dirt added to level out ruts. The score board needs to be hooked up to electricity and the pitching mound needs to be rebuilt. Jennifer will check on this MAYBA on these issues and to determine if Bethany's name can be removed from the score board. Softball field bases should be moved to meet the new standards. The controller for the softball field needs to be located.
- Park trails/paths are in need of cracking sealing and seal coating. A couple of sections have heaved and need repair. There is a dip in the trail on the bridge by Owl Lane in need of repair. Seal coating will close the path down for one day.
- The interior of the bathrooms will be painted this spring. Discussion included ways to make the bathrooms feel more appealing.
- Wooden park equipment in Frazee Park needs to be stained this year or next year.
- The wooden truck was requested to be refurbished and installed in the main portion of Lake Eagle Park.
- It was determined that the merry go round should be removed.
- Bids have been received for 4 composite/metal picnic tables.
- Tree trimming will continue.
- Pond by Owl Lane needs dredging.
- Limestone will be added around pond in Lake Eagle Park to help with erosion.

- Skating rink boards need to be replaced and fence need to be replaced. Netting verses fencing was discussed. Skating rink needs to be painted.
- Frazee Park basketball court was discussed as well as the need to advertise the volleyball courts. The possibility of stalling concrete corn hole boards and a horseshoe area in Frazee Park were also discussed.
- The east wall of the warming house needs to be repaired and the inside needs to be repainted.
- The parking lot at Lake Eagle Park needs to have low spot repaired to eliminate ponding of water. Discussion included the desire for additional parking at Lake Eagle Park and concern for public safety on Thomas Drive between Connie Lane and Linda Drive. The Park Board asked that the possibility of making Thomas Drive in this area a no-parking section of road be brought to the City Council. Staff will contact MAYBA about parking issues and concerns.
- The Park Board stated they found the Park Inspection Report very helpful and asked that a similar report be included for each meeting with updates.

6. Recent Accomplishments

- New LED Lights at Ice Rink have been installed.
- New Light at Sledding Hill have been installed.
- 2nd Annual Winter Activities Event was very successful. The come and go style event was well received.



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

May 3, 2021

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Court Data Services Subscriber Amendment to CJDN Subscriber Agreement

Attached you will find Resolution 2021-21, which is needed to approve a Court Data Services Subscriber Amendment to a CJDN Subscriber Agreement.

Chief of Police John Kopp will provide more background on the agreement and how the department uses the BCA's systems and tools to access and/or submit court records to assist the agency in the efficient performance of its duties as required or authorized by law or court rule.

A motion is necessary to approve Resolution 2021-21.


Jennifer J. Bromeland
City Administrator

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Eagle Lake on behalf of its Police Department (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 190451, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. **Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. **Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. **Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. **Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

140



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

May 3, 2021

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Hiring of Additional Part-Time Police Officer

Chief of Police John Kopp is requesting authorization to commence the hiring process for an additional part-time officer due to the availability of the current part-time roster changing. At the present time, the police department roster consists of the chief of police, two full-time officers, and two part-time officers.

The starting hourly pay for a part-time officer is \$15.57.

City staff will work with MN Valley Council of Governments (MVCOG) staff throughout the hiring process as has been the past practice as part of the City's agreement with MVCOG.

A motion is necessary to authorize the commencement of the hiring process.

A handwritten signature in blue ink that reads "Jennifer J. Bromeland".

Jennifer J. Bromeland
City Administrator




705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

May 3, 2021

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Music on Parkway - Approvals Needed

The Music on Parkway Committee will review approvals needed from the City Council for 4 music outdoor music performances set to take place the 3rd Thursday of each month during May, June, July, and August from 7:00 p.m.-10:00 p.m. on City property between the American Legion and Eagle's Nest.

We will plan to discuss a few items at the meeting, such as temporary road closures, placement of barricades and cones, license and insurance information, food trucks, law enforcement coverage, etc.


Jennifer J. Bromeland
City Administrator



CSAH 27 (Agency Street) Reconstruction Project Newsletter

April 30, 2021

Construction schedule:

Start: May 2021
Finish: October 2021
Final Paving: Summer 2022

Contacts:

Bolton & Menk, Inc.
1960 Premier Drive
Mankato, MN 56001
Phone: 507-625-4171
Fax: 507-625-4177
www.bolton-menk.com

Brian J. Sarff, P.E.
(Eagle Lake Consultant City Engineer)
Cell: 507-327-2825
E-mail: Brian.Sarff@bolton-menk.com

Joe Smith
(Construction Representative)
Cell Phone: 507-676-3751
E-mail: Joe.Smith@bolton-menk.com

City of Eagle Lake
705 Parkway Avenue
Eagle Lake, MN 56024
Jennifer Bromeland
(City Administrator)
Office: 507-257-3218
jbromeland@eaglelakemn.com

Blue Earth County Public Works
35 Map Drive
PO Box 3083
Mankato, MN 56001
Stefan T. Gantert, P.E.
(Assistant County Engineer)
Office: 507-304-4025
Stefan.Gantert@blueearthcountymn.gov

Dirt Merchant, Inc.
Luke Stoffel
(Project Manager)
3301 3rd Avenue
Mankato, MN 56001
Office: 507-389-9129
luke@dirtmerchantinc.com



Overview

The City of Eagle Lake is partnering with Blue Earth County to undertake the reconstruction of Agency Street (County State Aid Highway 27). The project includes complete street and utility reconstruction from Thomas Drive to Le Ray Avenue.



Informational Construction Startup Meeting

When: Thursday, May 6, 2021 - 6:30 p.m.

Where: Eagle Lake Public Works Building – 90 LeRay Avenue

Purpose: Discuss construction schedule and progression; address any construction-related questions or concerns you may have; and introduce you to the people you can contact throughout the span of the project.

As part of the process to keep you informed about how the construction will impact your property, we are offering you an opportunity to meet with the city engineer, general contractor, and other city officials to give you a better sense of what to expect in your area as the project commences. We will be initially meeting at the Public Works building (at 90 LeRay Avenue). After a brief presentation and if weather allows, we will walk the length of the project and be available to briefly discuss what will be taking place in front of your property.

Please note that the purpose of this informational meeting is to discuss construction-related questions and comments. If you have questions not specific to the actual construction project process, please feel free to call City Hall and we will do our best to provide answers to questions not specifically involving the contractor working on the street and utility reconstruction project.

If you are not able to join us for the informational meeting you are welcome to contact Consultant City Engineer Brian Sarff at the phone number or email address listed to discuss any questions or concerns you have with the upcoming construction process. This project will undoubtedly cause inconveniences and irritation, but we believe keeping you informed about what to expect as things move forward is critical to making sure the process goes as well as it can.

We hope to see you on May 6th!



Updates

Informational social media updates and newsletters will be sent periodically throughout the project. If you have questions or concerns at any time, please contact Brian Sarff. For more information, please visit the following websites:

Blue Earth County Project website:
<https://www.blueearthcountymn.gov/CSAH27>

City of Eagle Lake Project website:
<https://eaglelakemn.com/city/current-construction-projects>

143



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

May 3, 2021

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Mosquito Control Schedule

Clarke Mosquito Services recently provided a proposed treatment schedule for Eagle Lake, with the first treatment occurring mid-May. City staff responded with the Music on Parkway dates to see if there should be a modification to the spraying schedule to accommodate these outdoor events.

If residents are interested in receiving notification in advance of treatments, they can sign up using a link at www.clarkeportal.com. Information regarding the treatment schedule and link for the portal will be provided to residents shortly.

No action is needed as this is being included for informational purposes.


Jennifer J. Bromeland
City Administrator



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

May 3, 2021

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Spring Cleanup Information

Attached you will find information about the 2021 spring curbside cleanup that will be taking place on May 15th. All items must be set out at the curb by 7am to be collected. Also included is information about appliance and electronics recycling.

The curbside cleanup is for Eagle Lake residents only that are part of the City's contract with LJP for refuse and recycling.


Jennifer J. Bromeland
City Administrator

1415

SPRING CURBSIDE CLEANUP

OPEN TO EAGLE LAKE RESIDENTS ONLY

SATURDAY
MAY 15

All small, loose items must be bagged or boxed and set out at the curb no later than

7:00 A.M.
SAT. MAY 15



No bag or box should weigh more than
50 POUNDS

If small items are not bagged or boxed, they will
NOT BE PICKED UP

Exceptions include items such as a curtain rod, lamp, or any item larger than a garbage bag or box.

UNACCEPTABLE WASTE

Hazardous waste, explosives, radioactive materials, cleaning fluids, crankcase oils, paints, acids, caustics, poisons, pesticides, drugs, pathological or biological waste, sanitary sewage, human or animal waste, sludge (including sewage sludge, septic and cesspool pump outs), human or animal remains, solvents, liquid waste, street sweepings, mini waste, incinerator residue, transformers, batteries, aerosol cans, trees, ashes, rock, demolition debris, foundry sand, concrete rubble, gravel or construction debris, fluorescent bulbs, bath or hot tubs, mattress or box spring.

ACCEPTABLE WASTE

General Garbage

Electronics

That Do Not Have Video Display Devices

Furniture

Including Couch, Recliner, etc.

Pedal Bikes

Grill Without Propane Tank

ELECTRONICS COLLECTION

Electronics can be recycled at

CITY HALL

May 15th from 8:00 a.m.-noon

For a listing of fees, contact City Hall or visit eaglelakemn.com.

WHAT NOT TO DO



IF YOU PLACE LOOSE ITEMS AT THE CURB LIKE THIS,
THEY WILL NOT BE PICKED UP



146

Appliance Recycling

Residents wishing to recycle appliances during the Spring Curbside Cleanup may purchase a tag for \$25 per appliance from City Hall to have appliances picked up curbside on Saturday, May 15th. Tags can be purchased at City Hall until 3:00 pm on Friday, May 14th. For a lesser fee of \$15 per appliance, residents may also bring appliances directly to the electronics collection site to be held at City Hall from 8:00 a.m.-noon on Saturday, May 15th.

Appliances can be recycled throughout the year for the price of \$15 per appliance by bringing appliances to GreenTech Recycling, LLC at 205 West Spring Street in Mankato.

2021 UNACCEPTABLE WASTE

- ◆ Hazardous waste
- ◆ Explosives
- ◆ Radioactive materials
- ◆ Cleaning fluids
- ◆ Crankcase oils
- ◆ Paints
- ◆ Acids
- ◆ Caustics
- ◆ Poisons
- ◆ Pesticides
- ◆ Drugs
- ◆ Pathological or biological waste
- ◆ Sanitary sewage
- ◆ Human or animal waste
- ◆ Sludge (including sewage sludge, septic and cesspool pump outs)
- ◆ Human or animal remains
- ◆ Solvents
- ◆ Liquid waste
- ◆ Street sweepings
- ◆ Mining waste
- ◆ Incinerator residue
- ◆ Transformers
- ◆ Batteries
- ◆ Aerosol cans
- ◆ Trees
- ◆ Ashes
- ◆ Rock
- ◆ Demolition debris
- ◆ Foundry Sand
- ◆ Concrete rubble
- ◆ Gravel or construction debris
- ◆ Fluorescent bulbs
- ◆ Bath or Hot Tubs
- ◆ Mattress or Box Spring

ACCEPTABLE WASTE

- ◆ General garbage
- ◆ Electronics that don't have video display devices
- ◆ Furniture (including couch, recliner, etc.)
- ◆ Pedal bikes
- ◆ Grill without propane tank

GREEN TECH

ELECTRONICS RECYCLING PRICE LIST

Saturday, May 15 8:00 a.m. to Noon

City Hall—705 Parkway Ave

Computer Tower CPU.....	\$ FREE
Laptops.....	.\$ FREE
Monitor Up to 20".....	.\$10 each
LCD Monitor: Any size.....	.\$15 each
LED/Plasma TV Any size.....	.\$15 each
Printer.....	.\$ 5 each
Commercial copier/Large Printer\$25 each
TV:	
19"-20".....	.\$10 each
21"-27".....	.\$15 each
27"-36".....	.\$25 each
Console/Big Screen.....	.\$30 each
DVD/VCR/Satellite Cable Box.....	.\$ 5 each
Stereo/Misc. home electronics.....	.\$ 5 each
Microwave Oven.....	.\$10 each

The following can be recycled free of charge at the drop site:

Keyboard; computer mouse; computer components such as motherboard, hard drive, etc.; laptops; cell phones; small electronics such as alarm clocks, phones, etc.; batteries—all types; space heaters; small motors such as blenders, toasters, etc.




705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

May 3, 2021

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Follow-Up to Settlement Agreement and Release Approved at 12/7 City Council Meeting

Discussion took place at the December 7, 2020 City Council meeting about entering into a settlement agreement with a resident that allowed a guest of his to ride an ATV on City park property. At the time, it was thought that the ATV damaged park property. The City Council approved entering into an agreement with the resident that required the resident to pay \$500 in damages within three months of signing the agreement. To date, no payment has been received from the resident. City staff inspected the park land and found no permanent damage.

Discussion should take place about whether the City Council wishes to void the agreement.


Jennifer J. Bromeland
City Administrator



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

May 3, 2021

To: Honorable Mayor Auringer and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Recap of Meeting with Blue Earth County Wetland Officials

Blue Earth County Wetland Officials Dane Lynch and Tim Grant recently contacted City staff to set up a meeting to review several parcels in Eagle Lake with wetlands to keep an eye on as development occurs. One of the parcels identified is located near the area that the public works department is stockpiling leaves. City staff was informed that this practice must be discontinued at this location because of its proximity to a wetland.

A special work session should be scheduled in May or June to discuss the leaf collection process and possible alternative locations, if any, to stock pile leaves. At this same meeting, a review of the current equipment used should also be reviewed and a determination made if a newer, more efficient piece of equipment is more feasible.


Jennifer J. Bromeland
City Administrator

Jennifer Bromeland

From: Reading & Math, Inc. <sites@servetogrow.org>
Sent: Friday, April 30, 2021 4:06 PM
To: Jennifer Bromeland
Cc: Jennifer Bromeland
Subject: 2021-2022 Forestry Corps Site Award

We will have a 1/2 time to share w/ Lake Crystal member

Your Support Staff

Program Staff
Hannah Chan



AmeriCorps

We're Excited to Partner with You!



Dear Jennifer Bromeland,

It is our pleasure to notify you that City of Eagle Lake has been awarded the positions below for the 2021-2022 year.

Position	Number Awarded
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151

Community Forestry Corps Member	1
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We know that this continues to be a challenging time for our partner sites. We want to assure you that we remain committed to our partners, our members, and our mission, and our staff are available to support you.

We are continuing to conduct all AmeriCorps member recruitment online, including interviews. We invite you to view the recruitment tools we have created for sites to use at bit.ly/cfcpartnertoolkit

In the coming weeks, you'll receive an email from Reading & Math, Inc., through DocuSign, a secure service we use to manage site agreements. This email will contain a link to your site agreement. Please review and complete your agreement as soon as possible once you receive it.

We are grateful for your partnership and look forward to working together in the year ahead! Please let us know if there is anything we can do to support you at this time.

Yours in Service,

The Forestry Corps Team

Reading & Math, Inc. 1200 Washington Ave S, Minneapolis, Minnesota 55415 www.servetogrow.org