

CITY OF ROCKVILLE

P.O. BOX 93

229 Broadway Street East

ROCKVILLE, MN 56369

For Your Information – FYI

Council Action Needed – CA

AGENDA

LAST WEDNESDAY of the MONTH REGULAR COUNCIL MEETING

Wednesday, October 27, 2021
Rockville City Hall
5:30 p.m.

1. **Call to Order** Roll Call- DW.BS.BH.JT.BB.
2. **Roll Call** – (Silence Electronic Devices)
3. **Additions/Approval of Agenda**
4. **2021-2022 Street Project Bonding – Jason Murray DDA** CA
 - a) Resolution 2021-46 Set Sale with Terms 2
 - b) Resolution 2021-47 Establishing Procedures Reimbursement Bond 10
5. **Engineer Update** CA
 - a) SRWD Agreement 18
 - b) Wetland Update
 - c) Street Project Update
6. **Criminal Prosecution Agreement/Contract** CA 24
7. **Itron FCS Software Upgrade** CA 31
8. **Rural Residential (RR)** FYI 32
9. **Other** FYI 39
10. **Adjourn**

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE
CITY OF ROCKVILLE, MINNESOTA

HELD: October 27, 2021

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Rockville, Stearns County, Minnesota, was duly held at the City Hall in said City on the 27th day of October, 2021, beginning at 6:00 o'clock P.M. for the purpose, in part, of authorizing the competitive negotiated sale of the \$ 2,755,000 General Obligation Street Reconstruction Bonds, Series 2021A, of said City.

The following Council members were present:

and the following were absent:

Council member _____ introduced the following resolution and moved its adoption:

RESOLUTION 2021-46
PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE OF
\$ 2,755,000 G.O. STREET RECONSTRUCTION BONDS, SERIES 2021A

A. WHEREAS, the City Council of the City of Rockville, Minnesota (the "City"), has heretofore determined that it is necessary and expedient to issue the City's \$ 2,755,000 General Obligation Street Reconstruction Bonds, Series 2021A (the "Bonds"), to finance the 2021-22 Street Improvement Projects as outlined in the City's Street Reconstruction Plan 2021 – 2025 (the "Project") located within the City; and

B. WHEREAS, the City has retained David Drown Associates, Inc., in Minneapolis, Minnesota ("David Drown"), as its independent financial advisor for the Bonds and is therefore authorized to sell the Bonds by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9):

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

1. Authorization. The Council hereby authorizes David Drown to solicit bids for the competitive negotiated sale of the Bonds.

2. Meeting; Bid Opening. The Council shall meet at the time and place specified in the Terms of Offering attached hereto as Exhibit A for the purpose of considering sealed bids for, and awarding the sale of, the Bonds. The City Administrator, or designee, shall open bids at the time and place specified in such Terms of Offering.

3. Terms of Offering. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the "Terms of Offering" attached hereto as Exhibit A and hereby approved and made a part hereof.

4. Official Statement. In connection with said competitive negotiated sale, the officers or employees of the City are hereby authorized to cooperate with David Drown and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Approved this 27th day of October, 2021.

STATE OF MINNESOTA)
COUNTY OF STEARNS)
CITY OF ROCKVILLE)

I, the undersigned, being the duly qualified and acting Administrator of the City of Rockville, 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 said City, duly called and held on the date therein indicated, insofar as such minutes relate to the City's \$ 2,755,000 General Obligation Street Reconstruction Bonds, Series 2021A.

WITNESS my hand as such Administrator of the City this 27th day of October, 2021.

Martin Bode
City Administrator

TERMS OF OFFERING

City of Rockville, Minnesota

\$ 2,755,000

G.O. Permanent Revolving Fund Bonds, Series 2021B

(BOOK ENTRY ONLY)

TERMS OF PROPOSAL

Proposals for the Bonds will be received on Wednesday, December 8, 2021 at 11:00 A.M. Central Time, at the offices of David Drown Associates, Inc., 5029 Upton Avenue South, Minneapolis, Minnesota, after which time they will be opened and tabulated. Consideration for award of the Bonds will be by the City Council at 6:00 P.M., Central Time, on that same date.

SUBMISSION OF PROPOSALS

Proposals may be submitted in a sealed envelope or by fax (612) 605-2375 to David Drown Associates, Inc. Signed Proposals, without final price or coupons, may be submitted to David Drown Associates, Inc. prior to the time of sale. The bidder shall be responsible for submitting to David Drown Associates, Inc. the final Proposal price and coupons, by telephone (612) 920-3320 or fax (612) 605-2375 for inclusion in the submitted Proposal. David Drown Associates, Inc. will assume no liability for the inability of the bidder to reach David Drown Associates, Inc. prior to the time of sale specified above.

Notice is hereby given that electronic proposals will be received via PARITY®, in the manner described below, until 11:00 A.M., CST on December 8, 2021. Bids may be submitted electronically via PARITY® pursuant to this Notice until 11:00 A.M., CST, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY® conflict with this Notice, the terms of this Notice shall control. For further information about PARITY®, potential bidders may contact David Drown Associates, Inc. or PARITY® at (212) 806-8304.

Neither the City of Rockville nor David Drown Associates, Inc. assumes any liability if there is a malfunction of PARITY. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner of the Proposal submitted.

DETAILS OF THE BONDS

The Bonds will be dated December 22, 2021, as the date of original issue, and will bear interest payable on February 1 and August 1 of each year, commencing August 1, 2022. Interest will be computed on the basis of a 360-day year of twelve 30-day months. The Bonds will mature February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	\$ 160,000	2031	\$ 185,000
2024	175,000	2032	185,000
2025	175,000	2033	190,000
2026	175,000	2034	195,000
2027	175,000	2035	195,000
2028	180,000	2036	200,000
2029	180,000	2037	205,000
2030	180,000		

TERM BOND OPTION

Bids for the bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption and must conform to the maturity schedule set forth above at a price of par plus accrued interest to the date of redemption. In order to designate term bonds, the bid must specify as provided on the Proposal Form.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The purchaser, as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR

The City will name Northland Trust, Minneapolis, MN, as registrar for the Bonds. Northland Trust Services, Inc. shall be subject to applicable SEC regulations. The City will pay for the services of the registrar.

OPTIONAL REDEMPTION

The City may elect on February 1, 2030 and on any day thereafter, to prepay Bonds due on or after February 1, 2031. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. The proceeds of the Bonds will be used to finance the 2021-22 Street Improvement Projects as outlined in the City's Street Reconstruction Plan 2021 – 2025 (the "Project") located within the City.

TYPE OF PROPOSALS

Proposals shall be for not less than \$2,727,450.00 (99.0%) and accrued interest on the total principal amount of the Bonds. The apparent low-bidder as notified by David Drown Associates, Inc. shall wire, to a designated account, a good faith amount of \$55,100 by 3:00 p.m. on the date of sale. If the good faith wire transfer is not in process prior to the award, the City shall retain the right to reject the bid. In the event the purchaser fails to comply with the accepted proposal, said amount will be retained by the City. No proposal can be withdrawn or amended after the time set for receiving proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Rates shall be in integral multiples of 5/100 or 1/8 of 1%. Rates must be in ascending order. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

AWARD

The proposals will be evaluated on the basis of the lowest interest rate to be determined on a net interest cost (NIC) basis. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling. The City will reserve the right to waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, reject all proposals without cause, and reject any proposal, which the City determines to have failed to comply with the terms herein.

ISSUE PRICE DETERMINATION

In order to provide the City with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Purchaser will be required to assist the City in establishing the issue price of the Bonds and shall complete, execute, and deliver to the City prior to the closing date, a written certification in a form acceptable to the Purchaser, the City, and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the "public" (as said term is defined in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price. However, such Issue Price Certificate may indicate that the Purchaser has purchased the Bonds for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Bonds for sale to the public. Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by David Drown Associates, Inc.

The City intends that the sale of the Bonds pursuant to this Terms of Offering shall constitute a "competitive sale" as defined in the Regulation based on the following:

- i. the City shall cause this Terms of Offering to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
- ii. all bidders shall have an equal opportunity to submit a bid;
- iii. the City reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds; and
- iv. the City anticipates awarding the sale of the Bonds to the bidder who provides a proposal with the lowest net interest cost, as set forth in this Terms of Offering (See "AWARD" herein).

Any bid submitted pursuant to this Terms of Offering shall be considered a firm offer for the purchase of the Bonds, as specified in the proposal. The Purchaser shall constitute an "underwriter" as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Bonds.

If all requirements of a "competitive sale" are not satisfied, the City shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Purchaser shall advise the City and David Drown Associates, Inc. if a "substantial amount" (as defined in the Regulation) of any maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which such substantial amount was sold. The City will treat such sale price as the "issue price" for such maturity, applied on a maturity-by-maturity basis. The City will not require the Purchaser to comply with that portion of the Regulation commonly described as the "hold-the-offering-price" requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the City will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly

provide the City and David Drown Associates, Inc. the prices at which a substantial amount of such maturities are sold to the public; provided such determination shall be made and the City and David Drown Associates, Inc. notified of such prices not later than three (3) business days prior to the closing date.

BOND INSURANCE AT PURCHASER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the underwriter, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the purchaser of the Bonds. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that rating fee. Any other rating agency fees shall be the responsibility of the purchaser. Failure of the municipal bond insurer to issue the policy after Bonds have been awarded to the purchaser shall not constitute cause for failure or refusal by the purchaser to accept delivery on the Bonds.

CUSIP NUMBERS

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the purchaser to accept delivery of the Bonds. The purchaser shall pay the CUSIP Service Bureau charge for the assignment of CUSIP identification numbers.

SETTLEMENT

Within 40 days following the date of their award, the Bonds will be delivered without cost to the purchaser at a place mutually satisfactory to the City and the purchaser. Delivery will be subject to receipt by the purchaser of an approving legal opinion of bond counsel, and of customary closing papers, including a no-litigation certificate. On the date of settlement payment for the Bonds shall be made in federal, or equivalent, funds which shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Except as compliance with the terms of payment for the Bonds shall have been made impossible by action of the City, or its agents, the purchaser shall be liable to the City for any loss suffered by the City by reason of the purchaser's non-compliance with said terms for payment.

FULL CONTINUING DISCLOSURE

On the date of the actual issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Undertaking where under the City will covenant to provide, or cause to be provided annual financial information, including audited financial statements of the City, and notices of certain material events, as specified in and required by SEC Rule 15c2-12(b)(5). A description of the City's undertaking is set forth in the Official Statement.

OFFICIAL STATEMENT

The City has authorized the preparation of an Official Statement containing pertinent information relative to the Bonds, and said Official Statement will serve as a nearly final Official Statement within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For copies of the Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Financial Advisor to the City, David Drown Associates, Inc., 5029 Upton Avenue South, Minneapolis, Minnesota 55419, and telephone (612) 920-3320.

The Official Statement, when further supplemented by an addendum or addenda specifying the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law, shall constitute a "Final Official Statement" of the City with respect to the Bonds, as that term is defined in Rule 15c2-12. By awarding the Bonds to any underwriter or underwriting syndicate submitting a proposal therefor, the City agrees that, no more than seven business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded

5 copies of the Official Statement and the addendum or addenda described above. The City designates the senior managing underwriter of the syndicate to which the Bonds are awarded as its agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Any underwriter delivering a proposal with respect to the Bonds agrees thereby that if its proposal is accepted by the City (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

Dated October 27, 2021

BY ORDER OF THE CITY COUNCIL

/s/ Martin Bode
City Administrator

RESOLUTION NO. 2021-47

**RESOLUTION ESTABLISHING PROCEDURES
RELATING TO COMPLIANCE WITH REIMBURSEMENT BOND
REGULATIONS UNDER THE INTERNAL REVENUE CODE**

BE IT RESOLVED by the City Council (the "Council") of the City of Rockville, Minnesota (the "City"), as follows:

1. Recitals.

- (a) The Internal Revenue Service has issued final Treasury Regulations Section 1.103-18 (the "Regulations") dealing with reimbursement bond proceeds, which would include those proceeds of the City's bonds to be used to reimburse the City for any project expenditure paid by the City prior to the time of the issuance of those bonds.
- (b) The Regulations generally require that the City make a prior declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of subsequent borrowings, that such declaration generally be made on or before the date the expenditure is actually paid, that the bonding occur and the reimbursement allocation be made from the proceeds of such bonds within one year of the payment of the expenditure (or not later than one year after the project is placed in service, if that is a longer period), and that the expenditure be a capital expenditure.
- (c) The City desires to comply with the Regulations and to establish certain procedures relating thereto.
- (d) The City's bond counsel has advised the City that the Regulations do not apply, and hence the provisions of this Resolution are intended to have no application, to payments of City project costs first made by the City out of the proceeds of bonds issued prior to the date of such payments.

2. Official Intent Declaration. The Regulations, in the situations in which they apply, require the City to have made an official declaration of its reasonable intention (hereinafter referred to as the "Official Intent Declaration" or the "Declaration") to reimburse itself for previously paid project expenditures out of the proceeds of subsequent bonds or other borrowings. The Council hereby authorizes the City Clerk to make the City's Official Intent Declarations or to delegate from time to time that responsibility to other appropriate City employees. Each Declaration shall comply with the requirements of the Regulations, including without limitation the following:

- (a) Each Declaration shall be made on or before the date the City pays the applicable project cost and shall state that the City reasonably intends and expects to reimburse itself for the expenditure with proceeds of a borrowing. Each Declaration may be made substantially in the form of the "Declaration of Official Intent" which is attached to and made a part of this Resolution.
- (b) Each Declaration shall specifically contain the following statement: "This Declaration is a declaration of official intent under Treasury Regulations Section 1.103-18.11
- (c) Each Declaration shall and is hereby declared to be made and filed in the publicly available official books, records, or proceedings of the City, which shall be reasonably available for public inspection at City Hall during normal business hours of the City on every business day during the period beginning on the earlier of 10 days after the making of the Declaration or the date of issuance of the reimbursement bonds and ending on the day after the issuance of such bonds.
- (d) Each Declaration shall, at a minimum, contain a general functional description of the property, project, or program for which the expenditure to be reimbursed is paid or, in the alternative, shall identify the

particular fund or account of the City from which the expenditure to be reimbursed is paid, including a description of the general functional purpose of that fund or account.

- (e) Each Declaration shall also contain a statement of the maximum principal amount of debt expected to be issued for the subject project.
- (f) Care shall be taken so that the City, or its authorized representatives under this Resolution, not make Declarations in cases where the City does not reasonably expect that it will ultimately issue reimbursement bonds to provide long-term financing for the subject project costs, and the City officials are hereby authorized to consult with bond counsel to the city concerning the requirements of the Regulations in general and their application in particular circumstances. It is the Council's intention that Declarations not be made (i) when available funds of the City have been or are reasonably expected to be dedicated or otherwise reserved to fund on a long-term basis the particular expenditures involved or (ii) when it is not reasonably expected that reimbursement bonding will occur.
- (g) The Council shall be advised from time to time on the desirability and timing of the issuance of reimbursement bonds relating to project expenditures for which the City has made Official Intent Declarations, including recommendations on the timing of the issuance of such bonds so that the "reimbursement allocation" described in the Regulations and in paragraph 3 below can be made within the 1 year time limits prescribed in the Regulations.
- (h) This Resolution shall supplement and amend all prior determinations and policies adopted by the City in regard to complying with the Regulations, as initially proposed, and in the event of any inconsistency between the terms provided in this Resolution and said prior determinations or policies, the provisions of this Resolution shall govern.

3. Reimbursement Allocations. The designated City officials shall also be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of reimbursement bond proceeds to reimburse the source of temporary financing used by the City to make payment of the prior expenditure. Each allocation shall be evidenced by an entry on the official books or records of the City maintained for such reimbursement bonds; shall specifically identify the actual prior expenditure being reimbursed or, in the case of the reimbursement of a particular fund or account, the fund or account from which the expenditure was paid; and shall be effective to relieve the bond proceeds involved from any restriction under the bond resolution or other relevant legal documents for those bonds and under any applicable state statute applicable to unspent proceeds of such bond issue.

Adopted this ____ day of _____ 2021, by the Rockville City Council.

Declaration of Official Intent

The undersigned, being the duly appointed and acting City Clerk of the City of Rockville, Minnesota (the "City"), pursuant to and for purposes of compliance with Treasury Regulations Section 1.103-18 (the "Regulations") under the Internal Revenue Code of 1986, as amended, hereby states and certifies as follows:

1. The undersigned has been and is on the date hereof duly authorized by the governing body of the City, the City Council, to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the City. This Declaration is a declaration of official intent under Treasury Regulations Section 1.103-18.
- 2A. The property, project, or program to which this Declaration relates is generally and functionally described as follows:

2021 Street Improvement Project

- 2B. The specific fund or account of the City from which the expenditure to be reimbursed will be paid, and the general functional purpose of that fund or account, are as follows:

General Fund \$ 2,755,000

3. The maximum principal amount of the debt expected to be issued by the City for the purpose of reimbursing the expenditures to which this Declaration relates (the "Expenditures") is on the date hereof reasonably estimated to be **\$2,755,000**. Each of the Expenditures is (or would be with a proper election) a capital expenditure under federal tax law principles, as described in the Regulations.
4. The City intends and reasonably expects to reimburse itself for the payment of the Expenditures out of the proceeds of a borrowing (the "Bonds") to be made by the City after the date of payment of the Expenditures.
5. As of the date hereof, there are no sources of City funds which have been or are reasonably expected to be allocated or available on a long-term basis, reserved, or otherwise set aside to provide permanent financing for the Expenditures, other than pursuant to the subsequent issuance of the Bonds. On the basis on the foregoing, the statements and certifications contained in this Declaration are believed to be reasonable and accurate, and this Declaration is believed to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof, all within the meaning and content of the Regulations.
6. This Declaration is and shall remain a part of the publicly available official books, records, or proceedings of the City and shall be continuously available for inspection by the general public at City Hall during regular City hours for a period ending not earlier than the day after the issuance of the Bonds.

IN WITNESS WHEREOF, the undersigned has executed this Declaration and placed it on file in the official City records this _____ day of _____, 2021

City Clerk
City of Rockville, Minnesota

CERTIFICATION

The undersigned, being the duly qualified and acting City Clerk of the City of Rockville, Minnesota, hereby certifies the following:

The foregoing is a true and correct copy of a Resolution on file and of official, publicly available record in the offices of the City, which Resolution relates to procedures of the City for compliance with certain IRS Regulations on reimbursement bonds. Said Resolution was duly adopted by the governing body of the City (the "Council") at a regular or special meeting of the Council held on _____ . Said meeting was duly called, regularly held, open to the public, and held at the place at which meetings of the Council are regularly held. Councilmember _____ moved the adoption of the Resolution, which motion was seconded by Councilmember _____ .

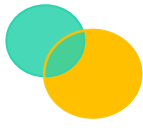
A vote being taken on the motion, the following members of the Council voted in favor of the motion to adopt the Resolution:

and the following voted against the same:

Whereupon said Resolution was declared duly passed and adopted. The Resolution is in full force and effect and no action has been taken by the Council which would in any way alter or amend the Resolution.

WITNESS MY HAND officially as the City Clerk of the City of Rockville, Minnesota, this _____ day of _____ 2021.

City Clerk
City of Rockville, Minnesota



October 20, 2021

RECOMMENDATIONS

Mr. Duane Willenbring, Mayor
 Mr. Martin Bode, City Administrator
 City of Rockville
 229 Broadway St. E.
 P.O. Box 93
 Rockville, MN 56369

RE: 2021A General Obligation Street Reconstruction Bonds

Honorable Willenbring, Members of City Council, and Mr. Bode:

This letter outlines our recommendations for the structure and sale of General Obligation Bonds associated with financing the City’s 2021 - 2022 street improvement projects. The City has previously received bids for the proposed street reconstruction projects which have been used to complete these recommendations.

I should note early in this letter that this borrowing does not include funds for Lake Road. It is my understanding that Council is still considering its options for the road reconstruction, along with other funding sources for the road. We will consider Lake Road as a separate project and financing once the City Engineer has determined feasibility and cost.

STATUTORY AUTHORITY

Whenever a City wishes to issue bonds, it must cite the statutory authority it intends to use. In this case the City intends to use authority granted in Chapter 475 of Minnesota Statutes for street related improvement costs. This authority, commonly referred to as Street Reconstruction Bonds, requires the City to hold a public hearing, adopt a five-year plan, and allow for a 30-day petition period. This portion of the debt DOES count against the City’s net debt limits (3% of estimated market value), but we are well within that capacity.

The City held the required public hearing on June 9, 2021. The total authorized borrowing in the Street Reconstruction Plan contemplated a borrowing of \$4,910,000 in General Obligation Street Reconstruction bonds. No petitions were submitted or received by the City.

OVERVIEW OF PROJECT AND COMPONENT COSTS

Based on the bids, the component costs of the bond issue are shown below:

Construction, Engineering, & Contingency	\$ 2,689,963.75
Plus estimated issuance expenses (incl. discount)	67,550.00
Less – City Contribution	<u>(2,513.75)</u>
AMOUNT OF BOND ISSUE	\$ 2,755,000.00

REVENUE REQUIREMENTS

The proposed issue will have annual debt service payment of approximately \$218,900 per year for a 15-year term which will be funded by a tax levy.

Please refer to the attached preliminary bond schedule for general bond details.

\$2,755,000 General Obligation Street Reconstruction Bonds, 2021A

If the Council chooses to fund this project in the manner proposed, David Drown Associates, Inc. recommends the project costs be financed through the issuance of \$2,755,000 of General Obligation Street Reconstruction Bonds through a rated, competitive sale process. Further, the City’s prior rating of AA+ (achieved in 2014) is a fairly strong credit rating and should have no difficulty attracting bids. On such a large issue it is always paramount to achieve the lowest overall cost of borrowing possible. A rated, competitive sales process will provide the lowest overall cost of borrowing.

Key elements of the proposed issue are:

- Approximate 15-year term.
- Callable any time after 2/1/2030 @ par plus accrued interest.
- Offer up to 1.00% discount allowance.
- Standard & Poor’s Rating (cost of rating more than offset by interest rate savings)
- Assumed achieving AA+ rating
- Full Disclosure. The City already does full disclosure so no additional costs are incurred by pledging this type of disclosure.

OPTIONS CONSIDERED

USDA-Rural Development will provide funding for projects such as this through their Community Facilities Program if private financing is not available at reasonable rates and terms. As it is anticipated that the City can borrow at an interest rate that is lower than that offered by the program, the Community Facilities Program was not considered a suitable alternative in this instance.

In addition to the recommended competitive, conventional sale as noted above, I considered other options before coming to that conclusion. The City applied for PFA funding for water and sanitary sewer improvements associated with his project. However, the was ineligible for the Water portion of the project through PFA. Other programs were considered, but these options were discarded for a variety of factors including, but not limited to:

- Eligibility of programs
- Application process, time delays and uncertainty of funding
- Pricing
- Additional administrative, legal costs & ongoing reporting burdens

TENTATIVE SCHEDULE

The proposed schedule for putting the project financing in place is as follows:

October 27, 2021	Set Sale borrowing resolution
December 8, 2021	Award Sale
December 22, 2021	Closing

If the Council determines that it wishes to proceed with the project financing, it would be appropriate to act upon the enclosed resolution initiating the competitive sale process. Also, with the project commencing and pay requests for subsequent work forthcoming, to protect the City to reimburse itself with bond proceeds, I would ask the Council to past the enclosed reimbursement resolution.

Thank you for your time and consideration of this material. Please feel free to contact me with any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "Jason Murray". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

Jason Murray
Associate

Enclosures

City of Rockville, Minnesota

Proposed for Competitive Sale
Assumes AA+ Rating
Preliminary

\$2,755,000

General Obligation Street Reconstruction Bonds, Series 2021A

Uses of Funds

Construction		2,314,963.75
Engineering		250,000.00
Contingency		120,000.00
Legal/Admin		5,000.00
Total Project Costs		2,689,963.75
Underwriters Discount	1.00%	27,550.00
Unused Underwriter's Discount Allowance		-
Fiscal Fee	Verified	16,000.00
Bond Counsel	Verified	9,500.00
Pay Agent Setup	Verified	750.00
Printing & Misc	Verified	1,500.00
Rating	Verified	12,250.00
Bid Premium		-
Surplus Funds/(Deficit Funds)		-
		<u>2,757,513.75</u>

Sources of Funds

Bond Issue		2,755,000.00
City Contribution		2,513.75
Construction Fund Earnings (excess proceeds)		-
		<u>2,757,513.75</u>

Payment Schedule & Cashflow

<i>Payment Schedule</i>						
12-Month Period ending	Principal	Rate	Interest	Payment Total	TOTAL PLUS 5%	
11/24/2021						
2/1/2023	165,000	0.60%	42,701	207,701	218,086	
2/1/2024	170,000	0.70%	37,538	207,538	217,914	
2/1/2025	175,000	0.80%	36,348	211,348	221,915	
2/1/2026	175,000	0.95%	34,948	209,948	220,445	
2/1/2027	175,000	1.10%	33,285	208,285	218,699	
2/1/2028	175,000	1.30%	31,360	206,360	216,678	
2/1/2029	180,000	1.40%	29,085	209,085	219,539	
2/1/2030	180,000	1.45%	26,565	206,565	216,893	
2/1/2031	185,000	1.55%	23,955	208,955	219,403	
2/1/2032	190,000	1.65%	21,088	211,088	221,642	
2/1/2033	190,000	1.70%	17,953	207,953	218,350	
2/1/2034	195,000	1.75%	14,723	209,723	220,209	
2/1/2035	195,000	1.80%	11,310	206,310	216,626	
2/1/2036	200,000	1.85%	7,800	207,800	218,190	
2/1/2037	205,000	2.00%	4,100	209,100	219,555	
	<u>2,755,000</u>		<u>372,756</u>	<u>3,127,756</u>	<u>3,284,144</u>	

Bond Details

Set Sale Date	10/27/2021
Award Date	12/8/2021
Dated Date	12/22/2021
Closing Date	12/22/2021
1st Interest Payment	8/1/2022
Proceeds spent by:	12/31/2022
	<i>to Dated Date</i>
Purchase Price	2,727,450.00
Net Interest Cost	400,306.31
Net Effective Rate	1.7360%
Average Coupon	1.6166%
Average Life	8.3697
Yield	
Call Option	2/1/2030
Purchaser	Proposed for Competitive Sale
Bond Counsel	Fryberger, Buchanan, Smith & Frederick, P.A.
Pay Agent	Northland Trust Services, Inc
Continuing Disclosure	Full Disclosure
Authority	MN Statutes, Chapters 475
Tax Status	Tax-Exempt, Bank Qualified

<i>Revenues</i>		<i>Account Balances</i>	
Collection Year	Tax Levy	Surplus (deficit)	Account Balance
	Unused Discount & accrued interest >	-	-
2022	218,086	-	-
2023	217,914	-	-
2024	221,915	-	-
2025	220,445	-	-
2026	218,699	-	-
2027	216,678	-	-
2028	219,539	-	-
2029	216,893	-	-
2030	219,403	-	-
2031	221,642	-	-
2032	218,350	-	-
2033	220,209	-	-
2034	216,626	-	-
2035	218,190	-	-
2036	219,555	-	-
	<u>3,284,144</u>	-	-

AGREEMENT FOR THE MANAGEMENT AND
MAINTENANCE OF STORMWATER FACILITIES

THIS AGREEMENT made this 21th day of October, 2021, by and between the Sauk River Watershed District, hereinafter referred to as “DISTRICT”, and Thomas Allen Homes “applicant”, hereinafter referred to as “OWNER”;

WITNESSETH:

WHEREAS, DISTRICT has an interest in and an obligation for the development, management, and maintenance of stormwater facilities within the Sauk River Watershed District, which interest and obligation is evidenced in DISTRICT’s rules and in this agreement which is being entered into pursuant to those rules; and

WHEREAS, OWNER wishes to construct certain buildings on land within the Sauk River Watershed District, and as an inducement for DISTRICT to grant to OWNER a permit under its rules, OWNER wishes to enter into this agreement for the management and maintenance of stormwater management infrastructure.

NOW, THEREFORE, the parties hereto agree as follows:

1. That attached hereto, and incorporated herein by reference, is “Exhibit A,” a map upon which there is located certain improvements and also “stormwater management infrastructure” which is the subject of this agreement.
2. OWNER specifically agrees to maintain the stormwater management infrastructure in accordance with the schedules and procedures set forth in “Exhibit B” attached hereto and incorporated herein by reference.
3. OWNER specifically grants DISTRICT access to, from and across the property encompassed in “Exhibit A” in order to evaluate and inspect the pond and, in addition to the detention pond, any other stormwater facilities, which evaluation and inspection will, from time to time, be necessary in order to ascertain that the practices concerning management and maintenance are being followed pursuant to DISTRICT’s stormwater management ordinances; DISTRICT shall maintain, as a public record, the results of all site inspections, and shall recommend any corrective actions required to bring the stormwater management practices into proper operating condition.
4. Upon notification to OWNER that maintenance deficiencies exist on property, any corrective actions shall be undertaken by OWNER within a time frame as set forth by DISTRICT, which time frame will be reasonable; should OWNER not satisfactorily complete any directives of DISTRICT, as identified in any inspection report or directive, within the time frame provided by DISTRICT, then the parties agree that DISTRICT shall complete any corrective actions and the cost of those actions, including any administrative charges, shall be paid in full by OWNER or, in lieu thereof, shall be placed as a special assessment on the tax rolls of all of the property described on “Exhibit A” pursuant to Minnesota Statutes.

5. These covenants, agreements, and obligations provided for in this agreement shall travel with the land and be binding upon OWNER, its successors and assigns in perpetuity.

OWNER:

By: _____

By: _____

Personally came before me this _____ day of _____, 20__ , the above named _____ and _____ of _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Minnesota

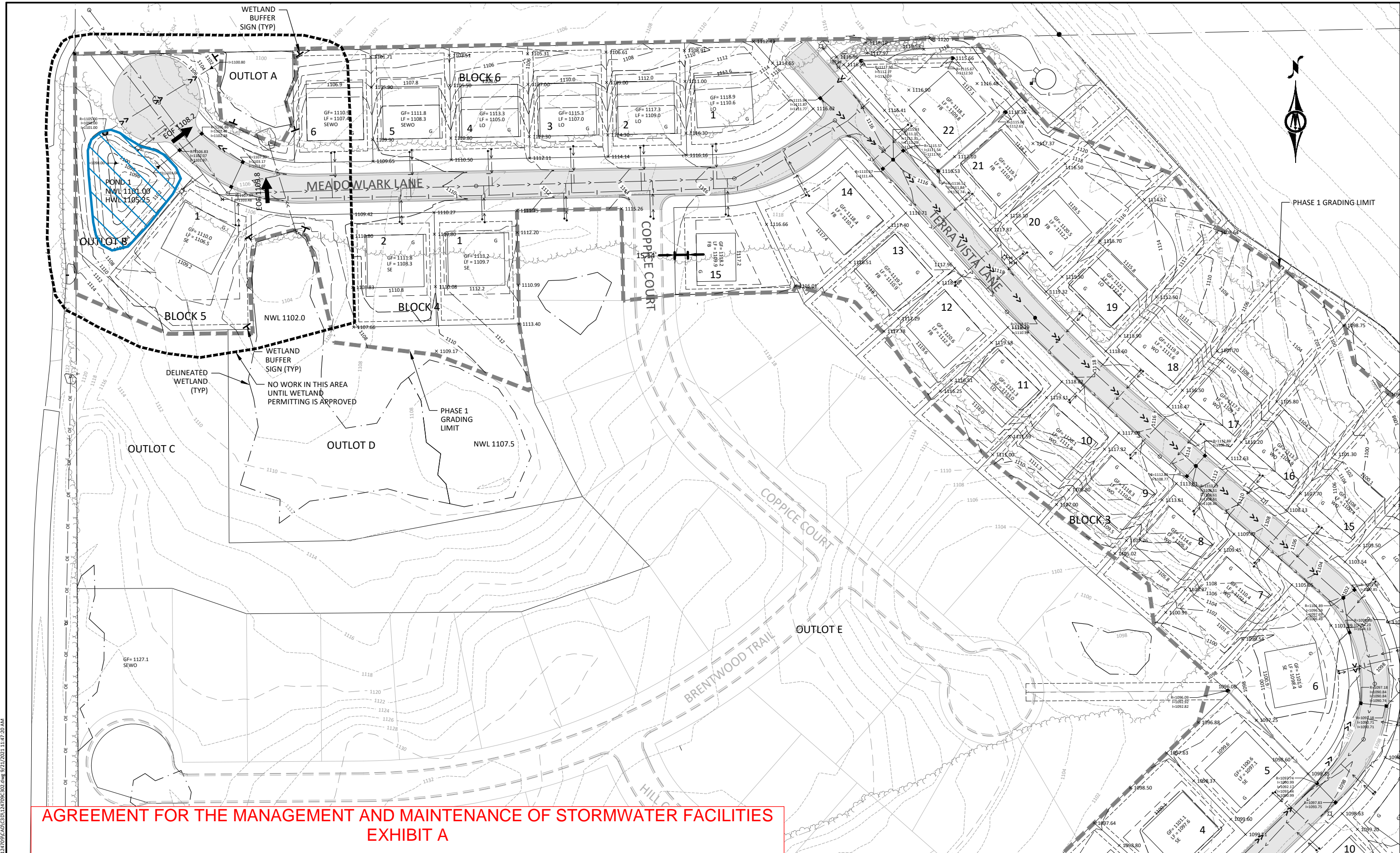
DISTRICT:

By: _____

By: _____

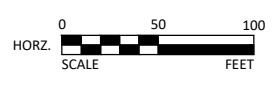
Personally came before me this _____ day of _____, 20__ , the above named _____ and _____ of _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Minnesota



**AGREEMENT FOR THE MANAGEMENT AND MAINTENANCE OF STORMWATER FACILITIES
EXHIBIT A**

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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JARED VOGUE, P.E.
LIC. NO. 45063 DATE 09/17/2021

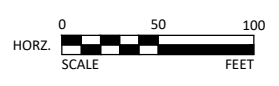
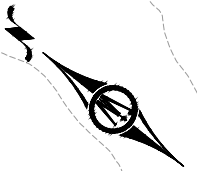
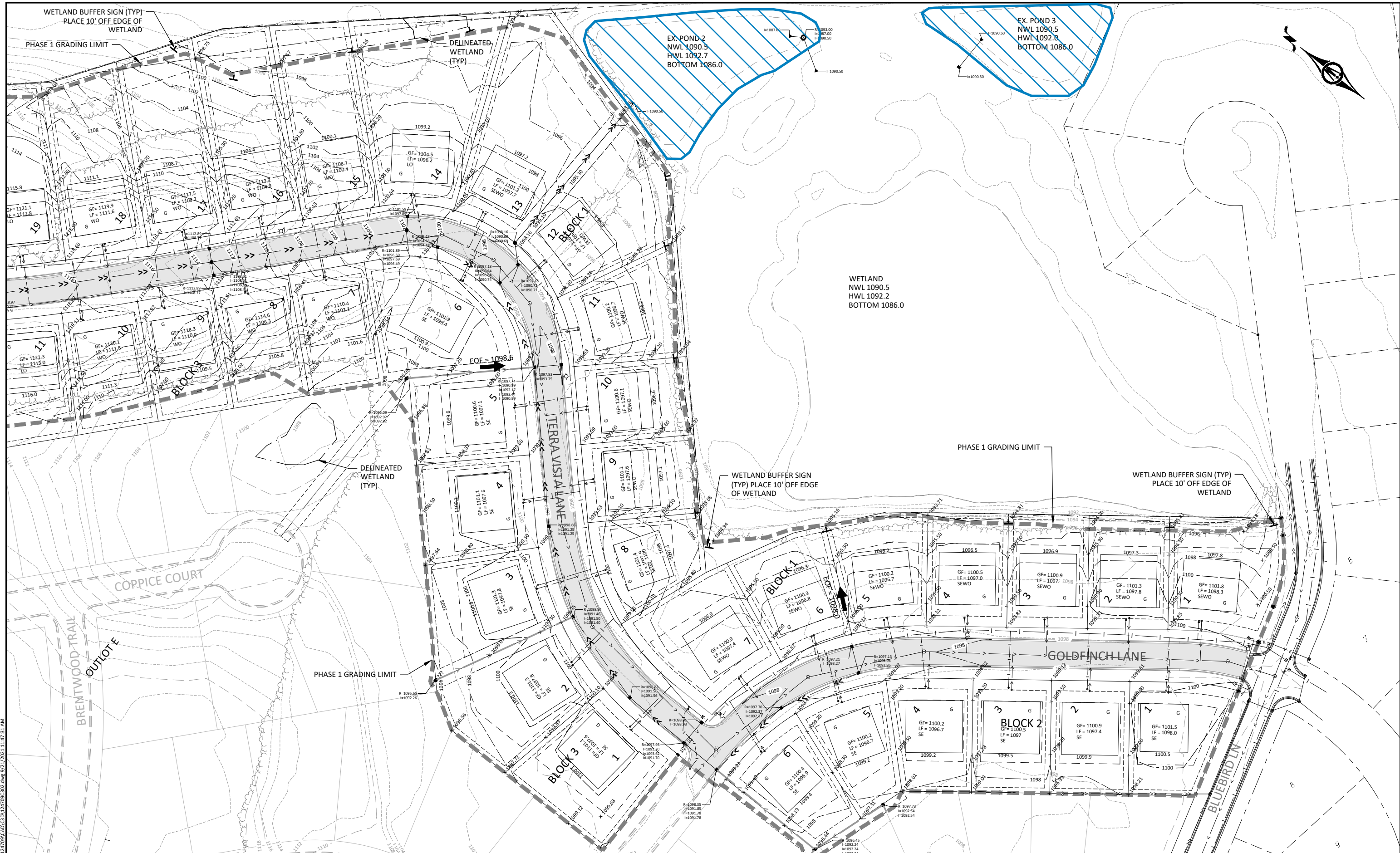


2040 HIGHWAY 12 EAST
WILLMAR, MINNESOTA 56201
Phone: (320) 231-3956
Email: Willmar@bolton-menk.com
www.bolton-menk.com

DESIGNED	NO.	ISSUED FOR	DATE
JLK			
DRAWN			
LRV			
CHECKED			
JLK			
CLIENT PROJ. NO.	OW1.124709		

THOMAS ALLEN HOMES
BRENTWOOD HILL SECOND ADDITION
GRADING PLAN - PHASE 1
NORTH AREA

SHEET
C3.01



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JARED VOGUE, P.E.
LIC. NO. 45063
DATE 09/17/2021



2040 HIGHWAY 12 EAST
WILLMAR, MINNESOTA 56201
Phone: (320) 231-3956
Email: Willmar@bolton-menk.com
www.bolton-menk.com

DESIGNED	NO.	ISSUED FOR	DATE
JLK			
DRAWN			
LRV			
CHECKED			
JLK			
CLIENT PROJ. NO.	OW1.124709		

THOMAS ALLEN HOMES
BRENTWOOD HILL SECOND ADDITION
GRADING PLAN - PHASE 1
EAST AREA

SHEET
C3.02

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October 21, 2021

Sauk River Watershed District
642 Lincoln Road
Sauk Centre, MN 56378

RE: Brentwood Hills Second Addition – Exhibit B
Thomas Allen Homes
Project No.: 0W1.124709

Sauk River Watershed District,

The following language provides the required schedules and procedures set forth in order to properly maintain the constructed stormwater management infrastructure displayed in Exhibit A.

During Construction:

- Identify and protect water quality features with the use of silt fence around the perimeter.
- Remove all construction sediment from basins.
- Maintain inlet protection until vegetation has established.

Immediately Following Construction:

- All construction sediment shall be removed prior to seeding and mulching.
- Ensure adequate coverage of seed and mulch material.

First Month:

- Unless rainfall is adequate, water/irrigate area 3 times per week.
- More water may be required during dry periods to ensure proper germination and initial growth.
- Protect wet sedimentation basin areas until vegetation has established.

First Year:

- Continue to water as necessary during dry periods.
- Remove weeds as necessary.
- Stabilize eroded areas.
- Replace vegetation whenever percent cover falls below 90%.
- Mow vegetation at least once during the first year to a height of approximately 3” to 4”

Semi Annually:

- Inspect basin areas including inflow and outflow points for clogging and remove sediment as necessary.
- Inspect grassed areas for erosion and gullyng and re-vegetate as necessary.
- Seed and mulch areas as needed to restore vegetation.

Name: Management and Maintenance of Stormwater Facility – Exhibit B

Date: October 21, 2021

Page: 2

Long Term:

- Remove accumulated sediment from sediment storage areas when 50% of the original volume has been lost.
- Mow vegetation as needed.
- Seed and mulch areas as needed to restore vegetation.
- Weeding should become less frequent over time as native vegetation establish and choke out weeds.

Sincerely,

Bolton & Menk, Inc.

A handwritten signature in blue ink that reads "Justin I. Kannas". The signature is written in a cursive style with a large initial 'J'.

Justin Kannas, P.E.

City Engineer

July 13, 2021

Via email only

Martin M. Bode
City of Rockville
PO Box 93
Rockville, MN 56369

Re: City Prosecution Services for 2022 and 2023

Dear Marty:

Jovanovich, Dege & Athmann, PA submits this proposal for City Prosecution Services for the City of Rockville.

1. FIRM EXPERIENCE

a. Description of the firm

Jovanovich, Dege & Athmann, PA. ("JDA") was established in September, 2012, by a group of experienced attorneys who were former partners and associates at a St. Cloud firm. JDA provides criminal prosecution services to several Stearns County cities. The firm has a strong public and private entity practice.

b. General experience of the firm

The attorneys at JDA have provided city prosecution services for several years. These years of practice have provided the attorneys with the expertise and knowledge necessary to provide effective, efficient and quality representation. Currently, the firm prosecutes for four other cities through two departments; the Stearns County Sherriff's office and the Cold Spring Police Department. We have also handled several conflict cases for other jurisdictions over the years.

c. Other municipal clients

JDA currently prosecutes for the Cities of Cold Spring/Richmond, St. Stephen and Kimball.

d. Experience with criminal issues

Kristi Stanislawski has over 14 years of criminal trial experience, motion practice, and vehicle forfeiture involvement, and has successfully argued criminal cases before the Minnesota Court of

Appeals. She has the ability and experience to review reports for possible charges and negotiate agreements while exercising independent judgment. Additionally, she has experience working with Chiefs of Police, Peace Officers, and law enforcement staff. She has attended and presented at departmental meetings, interviewed prospective officers and has provided legal memorandums to officers and departments as needed. Liz Halet has two years' experience in handling criminal matters, including contested hearings and trials.

2. PROPOSED ATTORNEY TEAM

a. Primary Contacts

Kristi Stanislawski, as the City Prosecutor, would represent the City regarding petty misdemeanor, misdemeanor and gross misdemeanor criminal matters as well as appeals and assistance with administrative hearings. Kristi graduated from Winona State University in 1996 and completed law school at Hamline University School of Law in 2005. After obtaining her Juris Doctorate, Kristi clerked for the Honorable Jay Mondry in Hubbard and County until November 2006. In 2006, Kristi joined the law firm of Rajkowski Hansmeier. During her six years with Rajkowski Hansmeier, she assumed the role of City Prosecutor for the cities of St. Joseph, Albany, Waite Park, Kimball, St. Stephen, Cold Spring and Richmond. In 2014, Kristi returned to practice at JDA and resumed her prosecutor duties for the cities of Kimball, St. Stephen, Cold Spring and Richmond.

Liz Halet assists with the prosecution work for JDA. Liz joined JDA in January of 2020. She graduated from Indiana University Maurer School of Law where she served as a law fellow for the Office of the Vice President and General Counsel. Before joining JDA, Liz clerked for the Honorable Jessica J.W. Maher in the First Judicial District. Liz also worked as an associate attorney in a wide range of commercial and real estate litigation matters with a mid-sized firm in Minneapolis.

Christophe ("Chris") Morschen recently joined the firm as an associate attorney and under Kristi's guidance assists with prosecution work. Chris graduated from the University of St. Thomas School of Law in May, 2020. During law school he was a Senior Editor for the Journal of Law and Public Policy and competed in Moot Court where he and his team won second place and best brief in the 2019 Notre Dame National Appellate Advocacy Tournament for Religious Freedom.

3. ACCESSIBILITY AND RESPONSIVENESS

The law firm is located in the central business district of St. Cloud, Minnesota. It is located at the 1010 West St. Germain, Falcon National Bank Building. There is accessible free parking located in the plaza surrounding the building.

Our normal office hours are Monday through Friday 8:00 a.m. – 5:00 p.m. Kristi and Liz are available for 48-hour paperwork or other inquiries via cell phone or email communication after hours and overnight.

Kristi and Liz are also available to attend department meetings, interviews, and phone conferences as needed.

4. FEE STRUCTURE

The firm proposes to bill criminal prosecution services at an hourly rate of \$200 per hour, with an annual cap of \$12,000. The City would receive a bill each month, similar to the civil work JDA provides to the City. However, in order to allow the City to budget accordingly, JDA will cap its fees at \$12,000 for the year so that the City will not be billed over that amount on an annual basis even if our fees exceed that total.

This proposal would cover all of our services to attend hearings for violations of state law and city ordinances. It would also include office time, phone calls, jury trials, and contested hearings, legal research fees and copy costs. The annual cap would cover all prosecution services with the exception of vehicle forfeitures, appeals, and administrative hearing officer fees.

Vehicle forfeiture costs will be paid pursuant to statute unless some other application is preferred. Costs incurred for administrative hearing officers will be billed directly to the City unless otherwise agreed upon. Finally, appeals to higher courts will be billed at an hourly rate of \$200.00 an hour.

JDA is flexible in determining a mutually agreed upon arrangement for the above noted administrative services.

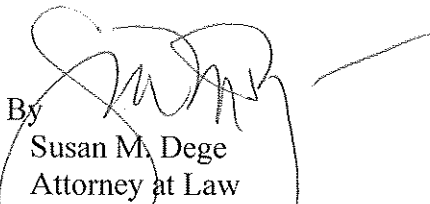
The firm bills on a monthly basis. The bill contains the date on which each legal service was performed, a description of the service, and the time involved in providing the service. The bills also contain a description of any expenses and the billing attorney or staff member.

5. CONCLUSION

The attorneys from the firm have enjoyed working for the City of Rockville. Our attorneys and staff have a great relationship with the Stearns County Sherriff's office and look forward to expanding that relationship through the City of Rockville. We would feel privileged to be appointed as City Prosecutors for the City of Rockville.

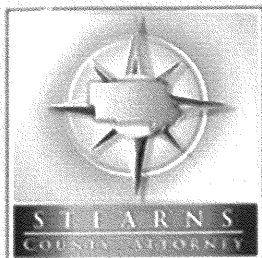
Sincerely,

JOVANOVICH, DEGE & ATHMANN, PA.

By 
Susan M. Dege
Attorney at Law

SMD/sjh

JUL 06 2021



JANELLE P. KENDALL
Stearns County Attorney

July 1, 2021

Martin Bode
City Administrator
P.O. Box 93
229 Broadway Street East
Rockville, MN 56369

Re: Criminal Prosecution Contract for 2022 and 2023

Dear Mr. Bode:

The Stearns County Attorney's Office prosecutes misdemeanor and petty misdemeanor violations of Minnesota's state statutes for the City of Rockville pursuant to contract. Based on our experiences over the years, this has been a mutually efficient and cost-effective way to provide professional prosecution services to your city. Since our current contract ends December 31, 2021, I am writing to present you with a proposal to extend this contract beyond that date.

My office is sensitive to the constrictions placed on city budgets by the Covid-19 pandemic and will continue your representation in these matters for the flat rate of \$14,175 per year for calendar years starting on January 1, 2022 and 2023. City contract rates are based on a review of the historical number of prosecution files, the population of your city, size of the police department, personnel and administrative costs to our office, and comparison to other contracts for cities of comparable size in Stearns County.

Our services under the contract will continue to include victim and witness assistance, civil asset forfeiture, appellate representation on these cases, law enforcement training, and 24/7 availability for law enforcement questions.

Despite the lack of major changes, please re-familiarize yourself with the contract. If you have any questions or concerns, please do not hesitate to contact me or Chief Deputy County Attorney Michael Lieberg at the number below.

Sincerely,

Janelle P. Kendall
Stearns County Attorney

JPK/MJL/jtl
Enclosure

AGREEMENT FOR PROSECUTION SERVICES

THIS AGREEMENT is made and entered into by and between the COUNTY OF STEARNS and the STEARNS COUNTY ATTORNEY, hereinafter referred to as the "County," and the CITY OF ROCKVILLE, MINNESOTA, hereinafter referred to as the "Municipality;"

WHEREAS, the Municipality desires to engage the services of the County to prosecute petty misdemeanor, misdemeanor and gross misdemeanor criminal and traffic offenses, including criminal and traffic state law violations and criminal and traffic probation violations that arise under state law which occur within the jurisdiction of the Municipality;

WHEREAS, Minn. Stat. § 484.87, subd. 3, allows for a Municipality to enter into an Agreement with the County Board and the County Attorney for the County to provide such prosecution services for criminal offenses that occur within the Municipality. Said "Prosecution Services" include the following: (1) prosecuting petty misdemeanor, misdemeanor and gross misdemeanor criminal and traffic offenses arising under state law and criminal and traffic probation violations that occur within the jurisdiction of the Municipality; (2) giving advice and guidance on prosecution matters, procedures and policies to Municipal law enforcement relating to criminal prosecutions; (3) providing P.O.S.T. accredited law enforcement training for the Municipality law enforcement officers when such training is being provided or sponsored by the County; (4) providing victim assistance and services mandated by Minn. Stat. Chapter 611A; (5) completing criminal appeals before the Minnesota appellate courts on matters arising under state law which occur within the jurisdiction of the Municipality and, (6) providing administrative advice and assistance and legal services in district court and Minnesota's courts of appeal related to civil administrative and judicial forfeitures originated within the Municipality;

WHEREAS, logistically, functionally and financially such an Agreement is mutually beneficial to both the County and Municipality.

NOW, THEREFORE, in consideration of the mutual covenants and understandings contained herein, the County and Municipality enter into the following Agreement:

1. TERM AND COST OF THE AGREEMENT

- A) The County will provide the Municipality with the prosecution services above referenced for cases that occur within the jurisdiction of the Municipality. This Agreement will continue for the calendar years 2022 and 2023. Any Agreement for prosecution services for future years will be finalized by November 1 of the year before such service is to commence. If such an Agreement is not reached, this Agreement will expire on January 1 of the following year.
 - i) For calendar year 2022, the Municipality will pay \$14,175 (fourteen thousand one-hundred seventy-five dollars) to the County, said money to be used to fulfill this Agreement, including the payment of salary, benefits, and other costs incurred by the County in performance of its obligations hereunder. Municipality will pay County one-half on May 15 of each contract year, and one-half on October 15 of each contract year.

ii) For calendar year 2023, the Municipality will pay \$14,175 (fourteen thousand one-hundred seventy-five dollars) to the County, said money to be used to fulfill this Agreement, including the payment of salary, benefits, and other costs incurred by the County in performance of its obligations hereunder. Municipality will pay County one-half on May 15 of each contract year, and one-half on October 15 of each contract year.

B) The County will provide all prosecution services, administrative services, overhead, secretary and paralegal support in fulfilling its obligations under and for the term of this Agreement. The Municipality will forward all law enforcement files to the County at no charge to the County.

2. **MODIFICATION**

Any alteration, modification, amendment or waiver of provisions of the Agreement shall be valid only when it has been reduced to writing and signed by representatives of all parties.

3. **TERMINATION OF AGREEMENT**

Either party may terminate this Agreement at any time, with or without cause, upon 60 days notice, in writing, delivered by certified mail or in person to the City Clerk for the Municipality or County Attorney for the County. During the term of this Agreement, the County will not increase the fees stipulated to in this Agreement. Unless a separate written agreement is reached, on expiration or termination of this contract, the Municipality's new attorney(s) will undertake representation of the Municipality in all matters then filed, pending, or otherwise before the Court as a result of the County's representation of the Municipality. On expiration or termination of this contract, at the Municipality's request, the County will electronically duplicate and deliver files that were the subject of representation pursuant to this agreement to the Municipality in the electronic format that suits the business needs and practices of the County.

4. **INTEGRATION**

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

5. **SERVICES SPECIFICALLY EXCLUDED**

The Parties acknowledge and agree that the County will not prosecute violations of local ordinances adopted by the Municipality. Local ordinance enforcement remains the sole responsibility of the Municipality. The Parties further acknowledge and agree that as a term or condition of this contract, the County will not provide representation to the Municipality on criminal prosecution related matters, if any, venued in any federal district or federal appellate court. Likewise, the County will not provide representation or advice or otherwise participate in any administrative citation process, regardless of statutory authorization for such programs.

6. **RELEASE AND INDEMNIFICATION**

The Parties further acknowledge and agree that the County will not indemnify in any way or defend civil claims for damages or any other cause(s) of action alleging wrongdoing by the County on behalf of the Municipality, whether in federal or state court, if any, arising in relation to any criminal prosecution or administrative or judicial forfeiture action undertaken by the County on behalf of Municipality. The Municipality remains solely responsible for defense of such claims, including but not limited to civil litigation expenses, settlement costs, and court ordered awards.

IN WITNESS WHEREOF, the Municipality, by motion duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Clerk; and the County of Stearns, by the County Board of Commissioners, has caused this Agreement to be signed by the Chair Person and Clerk of said Board, and by the Stearns County Attorney, effective on the date and for the duration as above-referenced.

Dated: _____

CITY OF ROCKVILLE

By: _____
Mayor Duane Willenbring

Attest: _____
Martin Bode
City Administrator

Dated: _____

COUNTY OF STEARNS

By: _____
Tarryl L. Clark, Chair
Stearns County Board

By: _____
Randy Schreifels
County Auditor-Treasurer

Dated: 6-30-21

STEARNS COUNTY ATTORNEY

By: Janelle P. Kendall
Janelle P. Kendall
County Attorney



P.O. Box 547, 205 Ash Street, Benton, Kentucky 42025
 Phone: (270) 527-3293 • Toll-Free: 1-800-455-3293
 FAX: (270) 527-3132 • www.united-systems.com

United Systems & Software, Inc. (USS) is an information technology firm that specializes in serving the automation needs of utilities and local government. Founded in 1977, USS now serves over 1000 customers within an 18 State region. Since 1999, United Systems has been recognized as a distributor of Itron's Automatic Meter Reading/AMI technology and we appreciate this opportunity to propose an Itron solution.

Proposal For: Judy/City of Rockville (MN)

August 23, 2021

229 Broadway Street E
 Rockville, MN 56369

P: 320-251-5836 E: cityhall@rockvillecity.org

Qty	Product/Service Description	Price
<u>Itron Startup Services & Software:</u>		
1	Itron MVRS to FCS Software License (<2,500 meters) FCS is compatible with your existing FC300 handheld. Annual Maintenance/Support Fee billed directly from Itron, not USS - \$2,160.00	\$ 1,800.00
1	Itron FCS Software Prep/Remote Installation/Configuration/Setup, by USS Estimated 6 hours @ \$175/hr. (Stand-alone, 1 PC install).	\$ 1,050.00
Training Services:		
1	USS Remote services for Implementation/Training for FCS **Estimated 16 hours @ \$175/hr. Actual services provided are invoiced. If onsite, ADD travel of \$750/trip plus \$275/day per diem (2).	\$ Stated Rates

Data Collection Equipment - Options

1	Itron Mobile App- IMA Walk by Only Setup (<2,500 meters) Does not include Annual Subscription Fee of \$300. Annual Subscription Fee billed directly from Itron, not USS.	\$ 1,125.00
1	Itron Mobile Radio: 1-year Itron Warranty, 2 nd + yr maint: \$144 ea. Use with iOS & Android devices for walk-by meter reading. Use with Windows 10 Pro devices for FDM. (i.e., Datalogging extraction, programming) MSE-0440-001 Optional Carry Accessory – Shoulder & Belt Clip (\$85.00/ea)	\$ 2,095.00
1	Panasonic Toughpad: FZ-G1, 10" Tablet, WIN10, 256GB SSD, 4G LTE 2D Barcode, 3 Year Panasonic Warranty	\$ 3,925.00



General- Prices do not include shipping and/or sales tax (if applicable). This quotation shall remain firm for ninety (90) days from the quotation date, unless modified in writing by USS prior to USS acceptance. All services are to be delivered during USS' standard service window (8AM-4:30PM CST, Monday thru Friday, excluding USS Holidays).

Thanks for the opportunity.

Brad Bersch

UNITED SYSTEMS & SOFTWARE, INC.
O: 800.455.3293 ~ M: 262.328.7241
E: bradb@united-systems.com

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SECTION 16A: RURAL RESIDENTIAL DISTRICT “R-R DISTRICT”

Subdivision 1 – PURPOSE AND GOALS

1. Purpose:

This district is established to provide areas for low density, rural residential structures in agricultural/rural areas on lands that due to substantial coverage by wooded areas, rock outcroppings, marginal soils, steep topographies where soil erosion is of risk and not conducive to long-term agricultural use; or negative impact on waterways from higher density residential is likely, etc. Some areas in this district are currently under agricultural production and can remain so. Residential development may be allowed in this district at an overall density up to 8 dwellings per 40 acres. Land within this district is not highly valued farmland nor is land located within any growth or expansion area of the City of Rockville. This district is likely located adjacent to agricultural areas and efforts to minimize land use conflict shall be a primary tool in approving development.

This R-R District will be identified on the City’s Future Land Use map but will not be on the current zoning map until an area has been re-zoned to this district following a request for the same from the property owner(s).

2. Goals of the R-R District:

- a. Minimize land use conflict between agricultural and other land uses.
 1. Maintain suitable boundaries for urban, rural residential and agricultural areas.
- b. Manage the impacts of growth and development on the City’s rural character.
 1. Discourage incompatible land uses through effective land use controls.
 2. Identify appropriate areas for commercial, industrial and non-farm rural residential developments.
- c. Provide a variety of residential opportunities.
 1. Provide a diversity of housing prices and styles, meeting the needs of different ages, incomes and lifestyles.

Subdivision 2 – PERMITTED USES:

The following uses are permitted subject to any applicable performance and general development standards contained herein:

- a. Agricultural land uses providing that farm animals are not kept on parcels smaller than 5 acres with an animal unit density not greater than 1 per 5 acres, 2 per 10 acres, 3 per 11 acres, 4 per 12 acres, 5 per 13 acres. etc,
- b. Family, group, “program”, daycare facilities serving 12 or less.
- c. Single family residential dwelling unit

- d. Forestry
- e. Uses the City Council determines to be substantially similar to those listed in this zoning district and not detrimental to the City’s general health and welfare.

Subdivision 3 - PERMITTED ACCESSORY USES

The following accessory uses and structures are permitted subject to the performance and general development standards contained in of this Ordinance.

- a. Accessory buildings (For Residential Accessory Uses)
 - 1) ACCELERATED ACCESSORY STRUCTURE – Are permitted in all residential districts and rural residential (RR) based on the following accelerated structure and providing the exterior materials on the roof and side walls are visually similar to, comparable in quality/durability, and harmonious with the roof and side walls materials on the principal structure.

10,200 SF to 13,000 SF = 600 SF	Building with Maximum	8’	Side Walls
13,000 SF to 18,000 SF = 900 SF	“ “ “	10’	“
18,000 SF to 25,000 SF = 1,100 SF	“ “ “	10’	“
25,000 SF to 35,000 SF = 1,200 SF	“ “ “	12’	“
35,000 SF to 45,000 SF = 1,500 SF	“ “ “	12’	“
with 15’ setback from main structure			
45,000 SF to 65,000 SF = 1,800 SF	“ “ “	14’	“
with 20’ setback from main structure			
65,000 SF to 70,000 SF = 2,000 SF	“ “ “	14’	“
(because of higher side walls)			
70,000 SF to 85,000 SF = 2,400 SF	“ “ “	14’	“

- b. Decorative landscaping features
- c. Home occupations
- d. Private swimming pools
- e. Private tennis courts
- f. Residential garages, parking spaces, carports
- g. Roadside stands for sale of home occupations, or horticultural products, provided off-street parking is provided
- h. Signs as regulated by ordinance
- i. Uses the City Council determines to be substantially similar to those listed in this zoning district and not detrimental to the City’s general health and welfare.

Subdivision 4 – CONDITIONAL USES

The following uses may be allowed as conditional uses following the procedures set forth in this Ordinance and further subject to the performance and general development standards contained in this Ordinance:

- a. Airports or airplane runways
- b. Alcohol fuel plants
- c. Animal hospital
- d. Bed and breakfast inns

- e. Bulk liquid storage
- f. Churches, cemeteries
- g. Commercial Wireless Towers— personal wireless, microwave
- h. Contractor shops-cabinet, excavation, etc.
- i. Essential services, transmission services, utilities substations
- j. Event Centers, provided:
 - 1) The capacity of all structures used in the operation of event center is less than 200 persons;
 - 2) The event center has sufficient improved parking spaces for the use. All parking spaces must be located at least 30 feet from any neighboring property and at least 150 feet from any neighboring residential structure, no unimproved areas may be utilized for parking, and facility is designed to prevent vehicle headlights from shining on neighboring property;
 - 3) Access to the property is provided by a paved public road, or access is provided by a gravel road, and no residential building is located within 200 feet of the gravel road providing access from the nearest paved public road;
 - 4) The driveway and parking surface are paved, or they are maintained to prevent dust;
 - 5) The hours of operation is prohibited between the hours of 1:00 am to 10:00am, and any other time which operation of a liquor licensed premises is prohibited;
 - 6) No service or operation is allowed outside of the enclosed premises after sunset. At no time may the attendance at events located on the property exceed the capacity of the premises used in the operation;
 - 7) No sound from the operation is discernible at the property boundary;
 - 8) No light is directed off of the property, no flashing or blinking lights are visible from any property line, and no light is brighter than 0.1 footcandles at the property boundary;
 - 9) The facility complies with all existing building, zoning and health code regulations.
 - 10) All structures are setback at least 30 feet from any neighboring property, at least 150 feet from any neighboring residential structure, and at least 100 feet from the road right-of-way;
 - 11) The facility maintains the essential rural character of the district; and
 - 12) No existing event center is located within one mile of the boundary of the property seeking the conditional use permit.”
- k. Farm implement sales, fertilizer plants, grain elevators, greenhouses
- l. Farming, providing animal unit density is not greater than 3 units per acre

- and parcels are 10 acres and greater.
- m. Governmental buildings and structures
 - n. Horticultural uses and structures designed for storage of products and machinery pertaining and necessary thereto.
 - o. Outdoor recreational facilities-golf courses
 - p. Schools – private and public
 - q. Storage building as a principal use on a parcel of 10 acres or more.
 - r. Wastewater treatment facilities
 - s. Wind energy conversion systems (in accordance with other provisions in our existing ordinance).
 - t. Solar Farm.
 - u. Uses the City Council determines to be substantially similar to those listed in this zoning district and not detrimental to the City’s general health and welfare.

Subdivision 5 – INTERIM USES

The following uses may be allowed as interim uses subject to the procedures set forth in this Ordinance and further subject to the performance and general development standards contained in this ordinance:

- a. Extractive uses
- b. Temporary buildings located for purposes of construction on the premises for a period of time not to exceed normal, necessary construction time.
- c. Uses the City Council determines to be substantially similar to those listed in this zoning district and not detrimental to the City’s general health and welfare.

Subdivision 6 – STANDARDS FOR DETERMINING PERMITTED RESIDENTIAL DWELLING SITES (BUILDABLE LOTS)

- a. Parcels of Record: Certain parcels of record recorded under separate deed and not containing five (5) acres may be allowed as residential dwelling building sites and shall be determined as follows:
 - 1) Any contiguous tract or parcel that is in common ownership with any other contiguous tract or parcel on May 1, 2011 but was recorded under separate deed prior to May 1, 2011 shall be considered a parcel of record and shall be eligible as a residential building site. At the owner’s option, any tract or parcel determined herein to be a parcel of record may be combined with other tracts or parcels for determining the number of permitted residential dwelling sites.

- 2) Any non-contiguous tract or parcel that is in common ownership on May 1, 2011 but was recorded under separate deed prior to May 1, 2011 shall be considered a parcel of record and shall be eligible as a residential dwelling site.
- b. Residential dwelling site eligibility: An eligible five (5) acre tract shall be any tract that does not contain any existing residential dwelling and meets either of the following:
 1. The tract contains five (5) acres more or less, may be split by the following:
 - a. If splitting one lot into two lots – Qualified Minor Subdivision
 - b. If splitting into more than two lots – must be platted using the Lot and Block system.
 - c. The right of way of any public road adjacent and included in the description of said tract may be used for the 5 acres calculation.
 - c. Density calculation: Determining eligibility for a residential dwelling site on a parcel or parcels within the R-R District shall be as follows:
 - 1) The property owner's total acreage owned on the parcel or parcels all within this district, less and except any land under the OHWL, shall be calculated.
 - 2) 5 acres for each existing residential dwelling and any equivalent land area previously restricted shall be subtracted from the total acreage owned.
 - 3) The results from (1) and (2) above shall be divided by five (5) acres and the quotient shall be the number of eligible divisions that are permitted for the parcel. Decimals of less than 0.80 shall be reduced to the nearest whole number and decimals 0.80 or greater shall be increased to the nearest whole number.

As an example of how unbuildable/buildable land would be handled by this provision, if 8 acres of a 20-acre parcel is unbuildable, 4 dwelling units would be allowed on the remaining 12 buildable acres; thereby maintain the required 1 dwelling unit per 5 acres density.

- d. Lot access requirements: Every tract or parcel, including outlots shall abut or have direct vehicular access to a public road and have a minimum road frontage equal to the required lot width. This public road

may be an interior dedicated public right of way that is built by and maintained by the property owners and not by the city, provided the dedicated public right of way meets the minimum road width and other requirements of the city.

Subdivision 7– LOT REQUIREMENTS

- a. The minimum lot size for a single-family residential dwelling shall be 5.0 acres of which 2.5 acres must be buildable.

Subdivision 8 – SETBACK REQUIREMENTS

Except as provided in Section 9 – General Requirements Ordinance, the following setback requirements shall apply:

- a. Residential structures setbacks from side yard or rear yard: 50 feet
- b. Minimum width and depth of lots: minimum median lot width of not less than 250 feet and minimum median lot depth of not less than 300 feet.

Subdivision 9 – HEIGHT REQUIREMENTS

- a. Buildings other than agricultural buildings; shall not exceed thirty-five (35) feet in height except as provided in this Ordinance.
- b. Agricultural buildings shall be exempt from the height requirements.

Subdivision 10 – LOT COVERAGE

The maximum lot coverage shall be twenty-five percent (25%).

Subdivision 11 - RURAL RESIDENTIAL PLANNED UNIT DEVELOPMENT (RR-PUD)

1. Purpose:

To allow flexibility and creativity in design by offering alternative standards in what is currently designated A-40 zoning districts. This would allow property owners in agricultural areas within these 2 districts to develop non-productive land areas with residential dwellings with similar density and other standards as is allowed in the R-R District. In designing an RR-PUD the natural features such as wetlands, existing topography, soil types, woodlands and natural communities shall be considered to preserve rural character, enhance scenic vistas and protect sensitive environmental resources and provide areas for recreational use. A Rural Residential PUD may allow for the creation of distinctive neighborhoods by encouraging clustered residential development.

The RR-PUD is only allowed in overlay districts that have been designated on the City

of Rockville Zoning Map. The RR-PUD must be approved through a Conditional Use Permit.

2. Objectives:

- a. Locate residential lots to avoid hydric and restrictive soils.
- b. Plat designs shall avoid lot locations that impact steep slopes, wetlands, floodplains, and other environmentally sensitive areas.
- c. Consider structures of historical significance, prime agricultural lands, endangered species protection, mature tree stands, and rare plant communities when designing layouts. Lots should be designed in a manner that offers highest preservation for natural corridors that are valuable for wildlife habitat, scenic enjoyment or agricultural production.
- d. Reduce the cost of construction and maintenance of public facilities, infrastructure and services.
- e. Provide a lot layout that maintains a low visual impact, particularly from arterial roadways and abutting properties.
- f. Facilitate road connections from one subdivision to another.
- g. Connect existing and potential open space lands, natural corridors and trail-ways whenever possible.

OCT 14 2021

State Demographic Center

September 30, 2021

300 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155
Telephone: 651-201-2473
TTY: 651-297-4357



Martin Bode, Administrator-Clerk
City of Rockville
PO Box 93
Rockville, MN 56369-0093

Dear Clerk:

The State Demographer is required by law to produce annual population and household estimates for each of Minnesota's cities and townships. For years that end in zero, the State Demographic Center adopts the Federal Census counts as the official population estimates. Enclosed you will find a sheet containing the April 1, 2020, population and household counts provided by the U.S. Census Bureau for your jurisdiction.

These counts are being sent to you now for review. There is not a state appeal or challenge process for the federal census counts. However, the Census Bureau will be in contact with the highest elected official from every jurisdiction to provide information on the Count Question Resolution (CQR) program, which is provided to address processing or geographic placement/boundary issues that local areas may find.

The enclosed figures represent population and household counts obtained from the 2020 Census. The number of households corresponds to the number of occupied housing units. A household may be a single family, one person living alone, or any group of people who share the same living area. While we believe that the Census counts are usually accurate, we realize there may be occasional problems. For this reason, we value your comments. While we may not be able to change the counts, we would like to be aware of any issues or problems you are finding in the data, as these counts will form the base for our estimates for the next decade.

Please note that these counts:

- pertain to the Census reference date of April 1, 2020, not the present;
- have also been sent to your county auditor for review;
- can only be modified through the CQR process, which must be initiated by a jurisdiction's highest elected official or designee.

If you are satisfied with the counts, it is not necessary to contact us or provide any further information. If you wish to discuss these counts, comments and questions can be directed to Eric Guthrie at local.estimated@state.mn.us, or by phone at (651) 201-2474.

Thank you for taking time to review these data.

Sincerely,

A handwritten signature in black ink, appearing to read 'Susan Brower', with a long horizontal flourish extending to the right.

Susan Brower
State Demographer

Enclosures

DATE: September 30, 2021
TO: Martin Bode, Administrator-Clerk
City of Rockville
FROM: **Susan Brower**
Minnesota State Demographer
SUBJECT: 2020 Census Population and Household Counts

Here are the April 1, 2020 counts from the U.S. Census Bureau:

Total Population: 2,382
Household Population: 2,382
Group Quarters Population: .

Total Housing Units: 1,044
Occupied Housing Units (Households): 923
Vacant Housing Units: 121

These data are provided as a courtesy by the State Demographic Center. The State Demographic Center cannot make any changes to these numbers. Questions about the accuracy or quality of these numbers should be directed to the Census Bureau.

If you have any questions or comments about using or interpreting these counts, the State Demographic Center is here to help. Please contact the State Demographic Center by mail at 300 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, phone (651) 201-2474 or send an e-mail to local.estimate@state.mn.us.