COUNCIL PROCEEDINGS

Tuesday, July 18, 2023

CALL TO ORDER

This meeting is officially called to order at 5:30 p.m. on July 18, 2023. This meeting is being presided over by Mayor Brian Holmer.

PLEDGE OF ALLEGIANCE

ROLL CALL

The following Councilmembers were present: Holmer, McCraw, Narverud, Pream, Lorenson, Arlt and Aarestad. The following Councilmember was absent: Bolduc. Mayor Holmer chaired the meeting.

PUBLIC FORUM

PRESENTATIONS/PROCLAMATIONS/PUBLIC INFORMATION ANNOUNCEMENTS

- 2022 Audit – Hoffman, Philipp & Martell Pllc – Crystelle Philipp & Colleen Hoffman

APPROVE AGENDA

Councilmember Michele McCraw motioned, being seconded by Councilmember Mike Lorenson, to approve the agenda with the addition of 8.09 and 8.10.

On vote being taken, the resolution was unanimously passed.

CONSENT AGENDA

RESOLUTION NO. 07.160.23: Approval of July 5, 2023 Council Proceedings

Presented as part of the Consent Agenda, Councilmember Steve Narverud introduced Resolution No. 07.160.23, being seconded by Councilmember Scott Pream, that:

THEREFORE, BE IT RESOLVED By the City Council, to approve July 5, 2023 Council Proceedings.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 07.161.23: City of Thief River Falls Bills and Disbursements

Presented as part of the Consent Agenda, Councilmember Steve Narverud introduced Resolution No. 07.161.23, being seconded by Councilmember Scott Pream, that:

THEREFORE, BE IT RESOLVED By the City Council, to authorize payment of bills and disbursements in the total amount of $919,432.95. A printout of the approved payments, disbursements are attached hereto and made a part hereof.

On vote being taken, the resolution was unanimously passed.

NEW BUSINESS

RESOLUTION NO. 07.162.23: Resolution Authorizing Issuance, Awarding Sale, Prescribing The Form And Details And Providing For The Payment Of $3,090,000 General Obligation Bonds, Series 2023a

Following discussion, Councilmember Steve Narverud introduced Resolution No. 07.162.23, being seconded by Councilmember Scott Pream, that:

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

SECTION 1. AUTHORIZATION AND SALE.
1.01. Authorization. This City Council, by resolution duly adopted on June 20, 2023, authorized the issuance and sale of its General Obligation Bonds, Series 2023A (the "Bonds"), pursuant to Minnesota Statutes, Chapters 429, 444 and 475, for the purpose of (a) financing various street improvement projects in the City (the "Improvements"), (b) financing various improvements (the "Utility Project") to the City's water utility (the "System"), and (c) funding costs of issuance of the Bonds (collectively, the "Project").

The portion of the Bonds ($1,670,000) that is being issued pursuant to Minnesota Statutes, Chapters 429 and 475 (the "Improvement Bonds") will be used to finance the Improvements.

The portion of the Bonds ($1,420,000) that is being issued pursuant to Minnesota Statutes, Chapters 444 and 475 (the "Utility Bonds") will be used to finance the Utility Project.

Maturity schedules for each portion of the Bonds are attached hereto as EXHIBIT A.

1.02. Sale. Pursuant to the Notice of Sale and the Preliminary Official Statement prepared on behalf of the City by Northland Securities, Inc., municipal advisor to the City (the "Municipal Advisor"), sealed or electronic proposals for the purchase of the Bonds were received at or before the time specified for receipt of proposals. The proposals have been opened, publicly read and considered and the purchase price, interest rates and net interest cost under the terms of each proposal have been determined. The most favorable proposal received is that of Piper Sandler & Co., in Minneapolis, Minnesota (the "Purchaser"), and associates, to purchase the Bonds in the principal amount of $3,090,000, at a price of $3,303,745.70 plus accrued interest, if any, on all Bonds to the day of delivery and payment, on the further terms and conditions hereinafter set forth.

1.03. Award. The sale of the Bonds is hereby awarded to the Purchaser, and the Mayor and City Administrator are hereby authorized and directed on behalf of the City to execute a contract for the sale of the Bonds with the Purchaser in accordance with the Preliminary Official Statement. The good faith deposit of the Purchaser shall be retained and deposited by the City until the Bonds have been delivered, and shall be deducted from the purchase price paid at settlement.

SECTION 2. BOND TERMS; REGISTRATION; EXECUTION AND DELIVERY.
2.01. Issuance of Bonds. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of the Bonds having been done, now existing, having happened and having been performed, it is now necessary for the

Council to establish the form and terms of the Bonds, to provide security therefor and to issue the Bonds forthwith.

2.02. Maturities; Interest Rates; Denominations and Payment. The Bonds shall be originally dated as of August 15, 2023, shall be in the denomination of $5,000 each, or any integral multiple thereof, of single maturities, shall mature on February 1 in the years and amounts stated below, and shall bear interest from date of issue until paid or duly called for redemption, at the annual rates set forth opposite such years and amounts, as follows:

Year	Amount	Rate
2025	$160,000	5.000%
2026	235,000	5.000
2027	245,000	5.000
2028	260,000	5.000
2029	270,000	5.000
2030	290,000	5.000
2031	300,000	5.000
2032	315,000	4.000
2033	330,000	4.000
2034	340,000	4.000
2036	345,000	4.000

The Bonds shall be issuable only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof shall be payable by check or draft issued by the Registrar described herein, provided that so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 2.08 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

2.03. Dates and Interest Payment Dates. Upon initial delivery of the Bonds pursuant to Section 2.07 and upon any subsequent transfer or exchange pursuant to Section 2.06, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. Interest on the Bonds shall be payable on February 1 and August 1 in each year, commencing August 1, 2024, each such date being referred to herein as an Interest Payment Date, to the persons in whose names the Bonds are registered on the Bond Register, as hereinafter defined, at the Registrar's close of business on the fifteenth day of the calendar month preceding such Interest Payment Date, whether or not such day is a business day. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months.

2.04. Redemption. Bonds maturing on February 1, 2032 and in later years shall be subject to redemption and prepayment at the option of the City, in whole or in part, in such order of maturity dates as the City may select and, within a maturity, by lot as selected by the Registrar (or, if applicable, by the bond depository in accordance with its customary procedures) in integral multiples of $5,000, on February 1, 2031, and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The City Administrator shall cause notice of the call for redemption thereof to be published if and as required by law, and at least thirty (30) and not more than sixty (60) days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail, to the Registrar and registered holders of any Bonds to be redeemed at their addresses as they appear on the Bond Register described in Section 2.06 hereof, provided that notice shall be given to any securities depository in accordance with its operational arrangements. No defect in or failure to give such notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding. Bonds maturing on February 1 in the years 2036 (the "Term Bonds") shall be subject to mandatory redemption prior to maturity pursuant to the sinking fund requirements of this Section 2.04 at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Registrar shall select for redemption, by lot or other manner deemed fair, on February 1 in each of the following years the following stated principal amounts of such Bonds:

Term Bond maturing February 1, 2036

Year	Principal Amount
2035	$170,000
2036*	175,000

*stated maturity

Notice of redemption shall be given as provided in the preceding paragraph.

2.05. Appointment of Registrar. The City hereby appoints Northland Trust Services, Inc., in Minneapolis, Minnesota, as the initial Bond registrar, transfer agent and paying agent (the "Registrar"). The Mayor and City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company organized under the laws of the United States or one of the states of the United States and authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar, effective upon not less than thirty days' written notice and upon the appointment and acceptance of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the Bond Register to the successor Registrar.

2.06. Registration. The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a register (the "Bond Register") in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged. The term Holder or Bondholder as used herein shall mean the person (whether a natural person, corporation, association, partnership, trust, governmental unit, or other legal entity) in whose name a Bond is registered in the Bond Register.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the Holder thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the Holder thereof or by an attorney duly authorized by the Holder in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month in which the interest payment date occurs and until such interest payment date.

(c) Exchange of Bonds. At the option of the Holder of any Bond in a denomination greater than $5,000, such Bond may be exchanged for other Bonds of authorized denominations, of the same maturity and a like aggregate principal amount, upon surrender of the Bond to be exchanged at the office of the Registrar. Whenever any Bond is so surrendered for exchange the City shall execute and the Registrar shall authenticate and deliver the Bonds which the Bondholder making the exchange is entitled to receive.

(d) Cancellation. All Bonds surrendered for payment, transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Bond is at any time registered in the Bond Register as the absolute owner of the Bond, whether the Bond shall be overdue or not, for the purpose of receiving payment of or on account of, the principal of and interest on the Bond and for all other purposes; and all payments made to or upon the order of such Holder shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds (except for an exchange upon a partial redemption of a Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Obligations. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

2.07. Execution, Authentication and Delivery. The Bonds shall be prepared under the direction of the City Administrator and shall be executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that the signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until the date of delivery of such Bond. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond, substantially in the form provided in Section 2.09, has been executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on any Bond shall be conclusive evidence that it has been duly authenticated and delivered under this Resolution. When the Bonds have been prepared, executed and authenticated, the City Administrator shall deliver them to the Purchaser upon payment of the purchase price in accordance with the contract of sale theretofore executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

2.08. Securities Depository. (a) For purposes of this section the following terms shall have the following meanings:

"Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person's subrogee.

"Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

"DTC" shall mean The Depository Trust Company of New York, New York.

"Participant" shall mean any broker-dealer, bank or other financial institution for which DTC holds bonds as securities depository.

"Representation Letter" shall mean the Representation Letter pursuant to which the City agrees to comply with DTC's Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the Bond Register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC's Operational Arrangements, 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 interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of physical certificates, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC, if not previously filed with DTC, by the Mayor or City Administrator is hereby authorized and directed.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of physical certificates and the method of payment of principal of and interest on such Bonds in the form of physical certificates.

2.09. Form of Bonds. The Bonds shall be prepared in substantially the form found at EXHIBIT B attached hereto.

Section 3. USE OF PROCEEDS; PROJECT FUND.

3.01. Project Fund
There is hereby created a special bookkeeping fund to be designated as the General Obligation Bonds, Series 2023A Project Fund (the "Project Fund"), to be held and administered by the City Administrator separate and apart from all other funds of the City. Within the Project Fund are established the following accounts:

(a) Improvements Account. The Improvements Account shall be credited with \$1,779,487.48, representing the estimated costs of the Improvements (\$1,750,000.00), costs of issuance of the Improvement Bonds (\$27,177.76), and rounding amount (\$2,309.72) from the proceeds from the Improvement Bonds. The City Administrator shall maintain the Improvements Account until payment of all costs and expenses incurred in connection with the construction of the Improvements have been paid.

(b) Utility Project Account. The Utility Project Account shall be credited with \$1,524,258.22, representing the estimated costs of the Utility Projects (\$1,500,000.00), costs of issuance of the Utility Bonds (\$23,109.24), and rounding amount (\$1,148.98) from the proceeds of the Utility Bonds. The City Administrator shall maintain the Utility Project Account until all costs and expenses incurred by the City in connection with the construction of the Utility Project have been paid.

From the Project Fund there shall be paid all costs and expenses related to the construction and acquisition of the Project. After payment of all such costs and expenses, the Project Fund shall be terminated. All funds on hand in the Project Fund when terminated shall be credited to the Bond Fund described in Section 4 hereof, unless and except as such proceeds may be transferred to some other fund or account as to which the City has received from bond counsel an opinion that such other transfer is permitted by applicable laws and does not impair the exemption of interest on the Bonds from federal income taxes. In no event shall funds remain in the Project Fund later than August 15, 2026.

SECTION 4. GENERAL OBLIGATION BONDS, SERIES 2023A BOND FUND. The Bonds shall be payable from a separate General Obligation Bonds, Series 2023A Bond Fund (the "Bond Fund") of the City, which shall be created and maintained on the books of the City as a separate debt redemption fund until the Bonds, and all interest thereon, are fully paid. Within the Debt Service Account (described below) within the Bond Fund are established the following subaccounts:
(a) Improvements Subaccount. There shall be credited to the Improvements subaccount the following:

(i) the amounts specified in Section 3 above, after payment of all costs of the Improvements;
(ii) special assessments levied and collected in accordance with this Resolution;
(iii) taxes levied and collected in accordance with this Resolution and allocable to the Improvement Bonds; and
(iv) any other funds appropriated by this Council for the payment of the Improvement Bonds.
(b) Utility Subaccount. There shall be credited to the Utility Subaccount the following:
(i) the amounts specified in Section 3 above, after payment of all costs of the Utility Project;
(ii) net revenues of the System, as described in Section 6 hereof;
(iii) taxes levied and collected in accordance with this Resolution and allocable to the Utility Bonds; and
(iv) any other funds appropriated by the Council for the payment of the Utility Bonds.

The principal of and interest on the Bonds shall be payable from the Bond Fund, and the money on hand in the Bond Fund from time to time shall be used only to pay the principal of and interest on the Bonds. On or before each principal and interest payment date for the Bonds, the City Administrator is directed to remit to the Registrar from funds on deposit in the Bond Fund the amount needed to pay principal and interest on the Bonds on the next succeeding principal and interest payment date.

There are hereby established two accounts in the Bond Fund, designated as the "Debt Service Account" and the "Surplus Account." There shall initially be deposited into the Debt Service Account upon the issuance of the Bonds the amount of $0. Thereafter, during each bond year (each twelve month period commencing on February 2 and ending on the following February 1, a "Bond Year"), as monies are received into the Bond Fund, the City Administrator shall first deposit such monies into the applicable subaccount within the Debt Service Account until an amount has been appropriated thereto sufficient to pay all principal and interest due on the Bonds through the end of the Bond Year. All subsequent monies received in the Bond Fund during the Bond Year shall be appropriated to the Surplus Account. If at any time the amount on hand in the Debt Service Account is insufficient for the payment of principal and interest then due, the City Administrator shall transfer to the Debt Service Account amounts on hand in the Surplus Account to the extent necessary to cure such deficiency. Investment earnings (and losses) on amounts from time to time held in the Debt Service Account and Surplus Account shall be credited or charged to said accounts.

If the balance in the Bond Fund is at any time insufficient to pay all interest and principal then due on all Bonds payable therefrom, the payment shall be made from any fund of the City which is available for that purpose, subject to reimbursement from the Surplus Account when the balance therein is sufficient, and the City covenants and agrees that it will each year levy a sufficient amount of ad valorem taxes to take care of any accumulated or anticipated deficiency, which levy is not subject to any constitutional or statutory limitation.

SECTION 5. SPECIAL ASSESSMENTS. The City hereby covenants and agrees that, for the payment of the costs of the Improvements, the City has done or will do and perform all acts and things necessary for the final and valid levy of special assessments in the principal amount of $565,000, which is not less than 20% of the cost of the Improvements. The principal of and interest on such special assessments are estimated to be levied and collected in the years and amounts shown on EXHIBIT C attached hereto. The principal of the assessments shall be made payable in annual installments, with interest as established by this Council in accordance with law on unpaid installments thereof from time to time remaining unpaid. In the event any special assessment shall at any time be held invalid with respect to any lot or tract of land, due to any error, defect or irregularity in any action or proceeding taken or to be taken by the City or by this Council or by any of the officers or employees of the City, either in the making of such special assessment or in the performance of any condition precedent thereto, the City hereby covenants and agrees that it will forthwith do all such further things and take all such further proceedings as shall be required by law to make such special assessment a valid and binding lien upon said property.

SECTION 6. PLEDGE OF NET REVENUES. It is hereby found, determined and declared that the City owns and operates the System as a revenue-producing utility and as a convenience, and that the net operating revenues of the System, after deducting from the gross receipts derived from charges for the service, use and availability of the System the normal, current and reasonable expenses of operation and maintenance thereof, will be sufficient, together with any other pledged funds, for the payment when due of the principal of and interest on the Utility Bonds and on any other bonds to which such revenues are pledged.

Pursuant to Minnesota Statutes, Section 444.075, the City hereby covenants and agrees with the registered owners from time to time of the Bonds that until the Utility Bonds and the interest thereon are discharged as provided in Section 8 or paid in full, the City will impose and collect reasonable charges in accordance with said Section 444.075 for the service, use and availability of its System according to schedules sufficient to produce net revenues sufficient, with other funds pledged to payment of the Utility Bonds, to pay the Utility Bonds and any other bonds to which said net revenues have been pledged; and the net revenues, to the extent necessary, are hereby irrevocably pledged and appropriated to the payment of the Bonds and interest thereon when due. Nothing herein shall preclude the City from hereafter making further pledges and appropriations of the net revenues of its System for payment of additional obligations of the City hereafter authorized if the Council determines before the authorization of such additional obligations that the estimated net revenues of the System will be sufficient, together with any other sources pledged to the payment of the outstanding and additional obligations, for payment of the outstanding bonds and such additional obligations. Such further pledges and appropriations of net revenues may be made superior or subordinate to or on a parity with, the pledge and appropriation herein made.

SECTION 7. PLEDGE OF TAXING POWERS. For the prompt and full payment of the principal of and interest on the Bonds as such payments respectively become due, the full faith, credit and unlimited taxing powers of the City shall be and are hereby irrevocably pledged. In order to produce aggregate amounts which, together with the collections of other amounts as set forth in Section 4, will produce amounts not less than 5% in excess of the amounts needed to meet when due the principal and interest payments on the Bonds, ad valorem taxes are hereby levied on all taxable property in the City, the taxes to be levied and collected in the following years and amounts:

Levy Years	Collection Years	Amount

See attached schedules

The taxes shall be irrepealable as long as any of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the tax levies from other legally available funds, in accordance with the provisions of Minnesota Statutes, Section 475.61.

SECTION 8. DEFEASANCE. When all of the Bonds have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution to the Holders of the Bonds shall cease. The City may discharge its obligations with respect to any Bonds which are due on any date by depositing with the 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 Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date 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 Registrar on or before that date an amount equal to the principal, redemption premium, if any, and interest then due, provided that notice of such redemption has been duly given as provided herein. 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 the Registrar or with a bank or trust company qualified by law to act as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited for such purpose, bearing interest payable at such times and at such rates and maturing or callable at the holder's option on such dates as shall be required to pay all principal and interest to become due thereon to maturity or, if notice of redemption as herein required has been irrevocably provided for, to an earlier designated redemption date. If such deposit is made more than ninety days before the maturity date or specified redemption date of the Bonds to be discharged, the City must have received a written opinion of Bond Counsel to the effect that such deposit does not adversely affect the exemption of interest on any Bonds from federal income taxation and a written report of an accountant or investment banking firm verifying that the deposit is sufficient to pay when due all of the principal and interest on the Bonds to be discharged on and before their maturity dates or earlier designated redemption date.

SECTION 9. TAX COVENANTS; ARBITRAGE MATTERS AND CONTINUING DISCLOSURE.

9.01. General Tax Covenant. The City agrees with the registered owners from time to time of the Bonds that it will not take, or permit to be taken by any of its officers, employees or agents, any action that would cause interest on the Bonds to become includable in gross income of the recipient under the Internal Revenue Code of 1986, as amended (the "Code") and applicable Treasury Regulations (the "Regulations"), and agrees to take any and all actions within its powers to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. All proceeds of the Bonds deposited in the Project Fund will be expended solely for the payment of the costs of the Project. The Project is and will be owned and maintained by the City and available for use by members of the general public on a substantially equal basis. The City shall not enter into any lease, management contract, use agreement, capacity agreement or other agreement with any non-governmental person relating to the use of the Project, or any portion thereof, or security for the payment of the Bonds which might cause the Bonds to be considered "private activity bonds" or "private loan bonds" pursuant to Section 141 of the Code.

9.02. Arbitrage Certification. The Mayor and City Administrator being the officers of the City charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with Section 148 of the Code, and applicable Regulations, stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and Regulations.

9.03. Arbitrage Rebate. (a) It is hereby found that the City has general taxing powers, that no Bond is a "private activity bond" within the meaning of Section 141 of the Code, that 95% or more of the net proceeds of the Bonds are to be used for local governmental activities of the City, and that the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued by the City and all subordinate entities thereof during the year 2023 is not reasonably expected to exceed $5,000,000. Therefore, pursuant to the provisions of Section 148(f)(4)(D) of the Code, the City shall not be required to comply with the arbitrage rebate requirements of paragraphs (2) and (3) of Section 148(f) of the Code.

(b) Notwithstanding the provisions of paragraph (a) of this Section 9.03, if the arbitrage rebate provisions of Section 148(f) of the Code applies to the Bonds, the City hereby covenants and agrees to make the determinations, retain records and rebate to the United States the amounts at the times and in the manner required by said Section 148(f) and applicable Regulations.

9.04. Qualified Tax-Exempt Obligations. The City Council hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code relating to the disallowance of interest expense for financial institutions, and hereby finds that the reasonably anticipated amount of tax-exempt obligations (within the meaning of Section 265(b)(3) of the Code) which will be issued by the City and all subordinate entities during calendar year 2023 does not exceed $10,000,000.

9.05. Reimbursement. The City certifies that the proceeds of the Bonds will not be used by the City to reimburse itself for any expenditure with respect to the Project which the City paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the City shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations, provided that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, with respect to the Project meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to "preliminary expenditures" for the Project as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the "issue price" of the Bonds.

9.06. Continuing Disclosure. (a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit the Purchaser and other participating underwriters in the primary offering of the Bonds to comply with amendments to Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), relating to continuing disclosure (as in effect and interpreted from time to time, the Rule), which will enhance the marketability of the Bonds, the City hereby makes the following covenants and agreements for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Bonds. The City is the only obligated person in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made. If the City fails to comply with any provisions of this section, any person aggrieved thereby, including the Owners of any outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this section, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this section constitute a default under the Bonds or under any other provision of this resolution. As used in this section, Owner or Bondowner means, in respect of a Bond, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, Beneficial Owner means, in respect of a Bond, any person or entity which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of the Bond for federal income tax purposes.

(b) Information To Be Disclosed. The City will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the City, the following information at the following times:

(1) on or before twelve (12) months after the end of each fiscal year of the City, commencing with the fiscal year ending December 31, 2023, the following financial information and operating data in respect of the City (the Disclosure Information):

(A) the audited financial statements of the City for such fiscal year, prepared in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the City, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the City; and

(B) to the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most recently available of the type contained in the Official Statement under the headings: "Economic and Financial Information—Valuations," "—Tax Capacity Rates" and "—Tax Levies and Collections," and "Summary of Debt and Debt Statistics," which information may be unaudited.

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the City shall provide on or before such date unaudited financial statements and, within 10 days after the receipt thereof, the City shall provide the audited financial statements. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been submitted to the Municipal Securities Rulemaking Board (the MSRB) through its Electronic Municipal Market Access System (EMMA) or the SEC. The City shall clearly identify in the Disclosure Information each document so incorporated by reference. If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such replacement operations would be a Material Fact (as defined in paragraph (2) hereof), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations. If the Disclosure Information is changed or this section is amended as permitted by this paragraph (b)(1) or subsection (d), then the City shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

(2) In a timely manner, not in excess of 10 business days after the occurrence of the event, to the MSRB through EMMA, notice of the occurrence of any of the following events (each a "Material Fact," as hereinafter defined):

(A) principal and interest payment delinquencies;
(B) non-payment related defaults, if material;
(C) unscheduled draws on debt service reserves reflecting financial difficulties;
(D) unscheduled draws on credit enhancements reflecting financial difficulties;
(E) substitution of credit or liquidity providers, or their failure to perform;
(F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
(G) modifications to rights of Bond holders, if material;
(H) Bond calls, if material and tender offers;
(I) defeasances;
(J) release, substitution, or sale of property securing repayment of the Bonds if material;
(K) rating changes;
(L) bankruptcy, insolvency, receivership, or similar event of the obligated person;
(M) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
(N) appointment of a successor or additional trustee or the change of name of a trustee, if material.
(O) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
(P) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For purposes of the events identified in paragraphs (O) and (P) above, the term "financial obligation" means (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term "financial obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

As used herein, for those events that must be reported if material, an event is material if a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing sentence, an event is also material if it would be deemed material for purposes of the purchase, holding or sale of a Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For the purposes of the event identified in (L) hereinabove, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(3) In a timely manner, to the MSRB through EMMA, notice of the occurrence of any of the following events or conditions:
(A) the failure of the City to provide the Disclosure Information required under paragraph (b)(1) at the time specified thereunder;
(B) the amendment or supplementing of this section pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the City under subsection (d)(2);
(C) the termination of the obligations of the City under this section pursuant to subsection (d);
(D) any change in the accounting principles pursuant to which the financial statements constituting a portion of the Disclosure Information are prepared; and
(E) any change in the fiscal year of the City.
(c) Manner of Disclosure.
(1) The City agrees to make available to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, the information described in subsection (b).
(2) All documents provided to the MSRB pursuant to this subsection (c) shall be accompanied by identifying information as prescribed by the MSRB from time to time.
(d) Term; Amendments; Interpretation.
(1) The covenants of the City in this section shall remain in effect so long as any Bonds are outstanding. Notwithstanding the preceding sentence, however, the obligations of the City under this section shall terminate and be without further effect as of any date on which the City delivers to the Registrar an opinion of Bond Counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the City to comply with the requirements of this section will not cause participating underwriters in the primary offering of the Bonds to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.

(2) This section (and the form and requirements of the Disclosure Information) may be

amended or supplemented by the City from time to time, without notice to (except as provided in paragraph (c)(2) hereof) or the consent of the Owners of any Bonds, by a resolution of this Council filed in the office of the recording officer of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the City or the type of operations conducted by the City, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this section as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

If the Disclosure Information is so amended, the City agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

(3) This section is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

SECTION 10. <u>CERTIFICATION OF PROCEEDINGS</u>.

10.01. <u>Registration of Bonds</u>. The City Administrator is hereby authorized and directed to file a certified copy of this resolution with the County Auditor of Pennington County, together with such additional information as is required, and to obtain a certificate that the Bonds and the taxes levied pursuant hereto have been duly entered upon the County Auditor's Bond register.

10.02. <u>Authentication of Transcript</u>. The officers of the City and the County Auditor are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records relating to the Bonds and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds, as the same appear from the books and records in their custody and control or as otherwise known to them, and all such certified copies, affidavits and certificates, including any heretofore furnished, shall be deemed representations of the City as to the correctness of all statements contained therein.

10.03. <u>Official Statement</u>. The Preliminary Official Statement relating to the Bonds, prepared and distributed by the Municipal Advisor, is hereby approved. The Municipal Advisor is hereby authorized on behalf of the City to prepare and distribute to the Purchaser within seven business days from the date hereof, a Final Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The officers of the City are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

10.04. Effective Date. This resolution shall be in full force and effect from and after its passage.

Debt Chart and Outstanding Debt Discussion

George Eilertson reviewed the Debt Chart and Outstanding Debt. No action required.

RESOLUTION NO. 07.163.23: Approval of the Full Disclosure General Obligation Bond Issues Dissemination Agent Agreement with Northland Securities.

Following discussion, Councilmember Scott Pream introduced Resolution No. 07.163.23, being seconded by Councilmember Michele McCraw, that:

THIS DISSEMINATION AGENT AGREEMENT (the "Dissemination Agreement"), dated as of July 18, 2023 (the "Effective Date") by and between the City of Thief River Falls, Minnesota, 405 Third Street East, Thief River Falls, MN (the "Issuer") and Northland Securities, Inc., 150 South 5th Street, Suite 3300, Minneapolis, MN 55402 ("the Dissemination Agent") is in connection with bond issues of the Issuer for which the Issuer has entered into continuing disclosure agreements (the "Bond Issues").

The Issuer and the Dissemination Agent covenant and agree as follows with respect to the Bond Issues:

SECTION 1. Definitions. The following capitalized terms shall have the following meanings:

"Annual Report" shall mean the document or documents filed by the Dissemination Agent to the EMMA system pursuant to this Dissemination Agreement.

"Annual Report Data" shall mean the Issuer's audited financial statements, such other financial information and operating data for each Bond Issue as may be requested by the Dissemination Agent to compile the Annual Report, and information collected by the Dissemination Agent (such as data from the county auditor).

"Continuing Disclosure Agreement" (the "CDA") shall mean that certain agreement, certificate, or undertaking executed by the Issuer at the time of issuance of its bonds.
"Disclosure Representative" shall mean the City Administrator of the Issuer or his or her designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"EMMA" shall mean the Electronic Municipal Market Access system which is maintained by the Municipal Securities Rulemaking Board. The Securities and Exchange Commission designates the EMMA system as the single centralized repository for the electronic collection and availability of continuing disclosure information about municipal securities.

"Listed Events" shall mean any of the material events listed in Section 5(a) of this Dissemination Agreement.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Minnesota.

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SECTION 2. Purpose of the Dissemination Agreement. This Dissemination Agreement is being entered into by the Issuer and the Dissemination Agent in order to assist the Issuer in complying with the Rule.

SECTION 3. Duties of the Dissemination Agent and the Issuer.

(a) The Dissemination Agent shall:
(i) review and catalog the existing and future CDAs of the Issuer;
(ii) collect information from third parties and Issuer, as applicable, to the extent necessary to prepare the Annual Report;
(iii) prepare the Annual Report for submission to the EMMA system in a format consistent with the Rule;
(iv) submit the Annual Report and any additional items required by each CDA to the EMMA system by December 31 of each year, commencing December 31, 2023;
(v) file Listed Event notices to the EMMA system on behalf of the Issuer;
(vi) deliver a copy of the Annual Report to the Issuer for its records;
(vii) deem all information provided by the Issuer to be accurate, free of defect, as well as not containing any material misstatements, falsehoods or omissions of fact.
(b) The Issuer shall:
(i) provide the Dissemination Agent all documents and information deemed necessary to fulfill the Issuer's reporting requirements under each respective CDA within the following timeframes: a. provide notice within five (5) days of occurrence of any of the Listed Events; and
b. provided all other disclosure information within fourteen (14) days of request from the Dissemination Agent;
(ii) ensure all information provided by the Issuer for completion of the Annual Report or related to Listed Events is accurate and free of defect, as well as not containing any material misstatements, falsehoods, or omissions of fact; and
(iii) acknowledge that the Dissemination Agent shall be entitled to rely on all information provided by the Issuer without further investigation as to its completeness or accuracy.
(c) If for any reason the Issuer fails to provide the required information related to the Annual Report or the occurrence of any of the Listed Events, the Dissemination Agent shall not be held liable in the event that the necessary disclosure requirement was not disseminated to EMMA within the applicable timeframe. If for any reason the Issuer fails to provide the required information related to the Annual Report or the occurrence

of any of the Listed Events and the Issuer's delay results in any disclosure filing being after a stated deadline, the Dissemination Agent shall, without further direction or instruction from the Issuer, file a notice(s) with the applicable recipient with information provided by the Issuer, if any, and/or describing the failure and providing any other information the Dissemination Agent deems appropriate.
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SECTION 4. Content of Annual Reports. The Annual Report, prepared with the assistance of the Dissemination Agent for each Bond Issue, shall contain or incorporate by reference the financial information and operating data specified in the applicable CDA or continuing disclosure provisions of any applicable Resolution, Indenture, Loan Agreement or Lease Agreement.

SECTION 5. Reporting of Material Events.
(a) The following Listed Events are specified in the Rule and in the CDAs of the Issuer. Notice of the occurrence of any of the Listed Events or those listed in the Issuer's CDAs or in any applicable Resolution, Indenture, Loan Agreement or Lease Agreement, shall be filed within 10 days of occurrence:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
7. Modifications to rights of security holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the securities, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the obligated person;
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
City of Thief River Falls, MN Page 4 7/10/2023
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. The incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which

reflect financial difficulties.

SECTION 6. Compensation and Terms.
(a) The Issuer has engaged the Dissemination Agent to assist it in carrying out its obligations under this Dissemination Agreement. For its services hereunder, the Dissemination Agent shall be paid annually a fee equal to: (i) $750 base fee; plus (ii) $250 per Bond Issue for each Bond Issue for which an Annual Report is required by the Rule to be filed. This fee shall encompass all duties of the Dissemination Agent listed under Section 3. For reporting years for which the Issuer has prepared an Official Statement for a new issue of bonds and said Official Statement can be used to partially satisfy reporting requirements, the annual fee shall be 50% of the annual fee quoted above. The annual fee shall have a cap at a maximum amount not to exceed $2,000 per year. In addition, the Issuer shall reimburse the Dissemination Agent for any out-of-pocket expenses incurred in preparing the Annual Report.
(b) Fees quoted herein shall be firm for two (2) years from the Effective Date. After the initial two (2) year term, Northland may, at its discretion, adjust recurring fees under this Agreement by providing written notice of not less than ninety (90) days to the Issuer. The Issuer may terminate this Agreement within ninety (90) days of the date of such notice by providing written notice to the Dissemination Agent. If the Issuer fails to terminate the Agreement within the allotted time, then the Issuer shall be deemed to have agreed to the fee adjustment.
(c) The Issuer may discharge any such Dissemination Agent with or without appointing a successor or Dissemination Agent. Additionally, this Dissemination Agreement may be terminated by either party for any reason upon thirty (30) days written notice to the other party. A termination of this agreement shall not relieve the Issuer of its obligation to pay the Dissemination Agent for all services rendered and all reimbursable expenses incurred prior to the effective date of termination.

SECTION 7. Amendment, Waiver. Notwithstanding any other provision of this Dissemination Agreement, the Issuer and the Dissemination Agent may amend this Dissemination Agreement, and any provision of this Dissemination Agreement may be waived, in writing, as agreed to by the parties thereto.

SECTION 8. Additional Information. Nothing in this Dissemination Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Dissemination Agreement or any other means of communication.
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SECTION 9. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Dissemination Agreement, and the Issuer shall indemnify, hold harmless and defend the Dissemination Agent from and against any damages, costs or other liabilities (including reasonable attorneys' fees) arising from or relating to any breach of this Dissemination Agreement by the Issuer, including, but not limited to, damages, costs and other liabilities arising out of any information received from the Issuer and disseminated by the Dissemination Agent. Further, in no event shall the Dissemination Agent's total aggregate liability under this Dissemination Agreement be in excess of the amount of the annual fee paid by the Issuer to the Dissemination Agent. In addition, the Issuer acknowledges that the Dissemination Agent shall not be responsible and/or liable for any errors, misstatements or omissions associated with any continuing disclosure report or filing, or for the correction thereof, that was prepared or disseminated by any party other than the Dissemination Agent.

SECTION 10. Beneficiaries. This Dissemination Agreement shall inure solely to the benefit of the Issuer and the Dissemination Agent and shall create no rights in any other person or entity.

SECTION 11. Counterparts. This Dissemination Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the CITY OF THIEF RIVER FALLS and NORTHLAND SECURITIES, INC. have caused this Dissemination Agreement to be executed in their respective names, all as of the date first written above.

RESOLUTION NO. 07.164.23: Approval of the Full Disclosure Electric Revenue Bond Issues Dissemination Agent Agreement with Northland Securities.

Following discussion, Councilmember Steve Narverud introduced Resolution No. 07.164.23, being seconded by Councilmember Mike Lorenson, that:

The Issuer and the Dissemination Agent covenant and agree as follows with respect to the
Bond Issues:

SECTION 1. Definitions. The following capitalized terms shall have the following meanings:

"Annual Report" shall mean the document or documents filed by the Dissemination Agent to the EMMA system pursuant to this Dissemination Agreement.

"Annual Report Data" shall mean the Issuer's audited financial statements, such other financial information and operating data for each Bond Issue as may be requested by the Dissemination Agent to compile the Annual Report, and information collected by the Dissemination Agent (such as data from the county auditor).

"Continuing Disclosure Agreement" (the "CDA") shall mean that certain agreement, certificate, or undertaking executed by the Issuer at the time of issuance of its bonds.
"Disclosure Representative" shall mean the City Administrator of the Issuer or his or her designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"EMMA" shall mean the Electronic Municipal Market Access system which is maintained
by the Municipal Securities Rulemaking Board. The Securities and Exchange Commission
designates the EMMA system as the single centralized repository for the electronic collection and availability of continuing disclosure information about municipal

securities.
"Listed Events" shall mean any of the material events listed in Section 5(a) of this Dissemination Agreement.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.
"State" shall mean the State of Minnesota.

SECTION 2. Purpose of the Dissemination Agreement. This Dissemination Agreement is
being entered into by the Issuer and the Dissemination Agent in order to assist the Issuer in complying with the Rule.

SECTION 3. Duties of the Dissemination Agent and the Issuer.
(a) The Dissemination Agent shall:
(i) review and catalog the existing and future CDAs of the Issuer;
(ii) collect information from third parties and Issuer, as applicable, to the extent necessary to prepare the Annual Report;
(iii) prepare the Annual Report for submission to the EMMA system in a format consistent with the Rule;
(iv) submit the Annual Report and any additional items required by each CDA to the EMMA system by December 31 of each year, commencing December 31, 2023;
(v) file Listed Event notices to the EMMA system on behalf of the Issuer;
(vi) deliver a copy of the Annual Report to the Issuer for its records;
(vii) deem all information provided by the Issuer to be accurate, free of defect, as well as not containing any material misstatements, falsehoods or omissions of fact.

(b) The Issuer shall:
(i) provide the Dissemination Agent all documents and information deemed necessary to fulfill the Issuer's reporting requirements under each respective CDA within the following timeframes: a. provide notice within five (5) days of occurrence of any of the Listed Events; and
b. provided all other disclosure information within fourteen (14) days of request from the Dissemination Agent;
(ii) ensure all information provided by the Issuer for completion of the Annual Report or related to Listed Events is accurate and free of defect, as well as not containing any material misstatements, falsehoods, or omissions of fact; and
(iii) acknowledge that the Dissemination Agent shall be entitled to rely on all information provided by the Issuer without further investigation as to its completeness or accuracy.

(c) If for any reason the Issuer fails to provide the required information related to the Annual Report or the occurrence of any of the Listed Events, the Dissemination Agent shall not be held liable in the event that the necessary disclosure requirement was not disseminated to EMMA within the applicable timeframe. If for any reason the Issuer fails to provide the required information related to the Annual Report or the occurrence of any of the Listed Events and the Issuer's delay results in any disclosure filing being after a stated deadline, the Dissemination Agent shall, without further direction or instruction from the Issuer, file a notice(s) with the applicable recipient with information provided by the Issuer, if any, and/or describing the failure and providing any other information the Dissemination Agent deems appropriate.

SECTION 4. Content of Annual Reports. The Annual Report, prepared with the assistance
of the Dissemination Agent for each Bond Issue, shall contain or incorporate by reference the financial information and operating data specified in the applicable CDA or continuing disclosure provisions of any applicable Resolution, Indenture, Loan Agreement or Lease Agreement.

SECTION 5. Reporting of Material Events.
(a) The following Listed Events are specified in the Rule and in the CDAs of the Issuer. Notice of the occurrence of any of the Listed Events or those listed in the Issuer's CDAs or
in any applicable Resolution, Indenture, Loan Agreement or Lease Agreement, shall be filed
within 10 days of occurrence:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
7. Modifications to rights of security holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the securities, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the obligated person;
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. The incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which

reflect financial difficulties.

SECTION 6. Compensation and Terms.
(a) The Issuer has engaged the Dissemination Agent to assist it in carrying out its obligations under this Dissemination Agreement. For its services hereunder, the Dissemination Agent shall be paid annually a fee equal to: (i) $1,250 base fee; plus (ii) $250 per Bond Issue for each Bond Issue for which an Annual Report is required by the Rule to be filed. This fee shall encompass all duties of the Dissemination Agent listed under Section 3. For reporting years for which the Issuer has prepared an Official Statement for a new issue of bonds and said Official Statement can be used to partially satisfy reporting requirements, the annual fee shall be 50% of the annual fee quoted above. The annual fee shall have a cap at a maximum amount not to exceed $3,000 per year. In addition, the Issuer shall reimburse the Dissemination Agent for any out-of-pocket expenses incurred in preparing the Annual Report.
(b) Fees quoted herein shall be firm for two (2) years from the Effective Date. After the initial two (2) year term, Northland may, at its discretion, adjust recurring fees under this Agreement by providing written notice of not less than ninety (90) days to the Issuer. The Issuer may terminate this Agreement within ninety (90) days of the date of such notice by providing written notice to the Dissemination Agent. If the Issuer fails to terminate the Agreement within the allotted time, then the Issuer shall be deemed to have agreed to the fee adjustment.
(c) The Issuer may discharge any such Dissemination Agent with or without appointing a successor or Dissemination Agent. Additionally, this Dissemination Agreement may be terminated by either party for any reason upon thirty (30) days written notice to the other party. A termination of this agreement shall not relieve the Issuer of its obligation to pay the Dissemination Agent for all services rendered and all reimbursable expenses incurred prior to the effective date of termination.

SECTION 7. Amendment, Waiver. Notwithstanding any other provision of this Dissemination Agreement, the Issuer and the Dissemination Agent may amend this Dissemination Agreement, and any provision of this Dissemination Agreement may be waived, in writing, as agreed to by the parties thereto.

SECTION 8. Additional Information. Nothing in this Dissemination Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Dissemination Agreement or any other means of communication.

SECTION 9. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Dissemination Agreement, and the Issuer shall indemnify, hold harmless and defend the Dissemination Agent from and against any damages, costs or other liabilities (including reasonable attorneys' fees) arising from or relating to any breach of this Dissemination Agreement by the Issuer, including, but not limited to, damages, costs and other liabilities arising out of any information received from the Issuer and disseminated by the Dissemination Agent. Further, in no event shall the Dissemination Agent's total aggregate liability under this Dissemination Agreement be in excess of the amount of the annual fee paid by the Issuer to the Dissemination Agent. In addition, the Issuer acknowledges that the Dissemination Agent shall not be responsible and/or liable for any errors, misstatements or omissions associated with any continuing disclosure report or filing, or for the correction thereof, that was prepared or disseminated by any party other than the Dissemination Agent.

SECTION 10. Beneficiaries. This Dissemination Agreement shall inure solely to the benefit
of the Issuer and the Dissemination Agent and shall create no rights in any other person or entity.

SECTION 11. Counterparts, This Dissemination Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the CITY OF THIEF RIVER FALLS and NORTHLAND SECURITIES, INC. have caused this Dissemination Agreement to be executed in their respective names, all as of the date first written above.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 07.165.23: Approval of the Harris Smartworks Statement of Work to provide a 2nd AMI Meter Reading for the Water Meter Project through Sensus.

Following discussion, Councilmember Steve Narverud introduced Resolution No. 07.165.23 , being seconded by Councilmember Scott Pream, that:

WHEREAS, The water Department has the Sensus water meter replacement project underway. This statement of work with Harris Smartworks is to configure the program to have the new water meters readings run side by side with the existing Eaton Cooper system that will read the electric meters only at the end of this project.

THEREFORE, BE IT RESOLVED Authorize the City Administrator to fully execute the Harris statement of work.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 07.166.23: Approval Of Certification Of Unpaid Sidewalk Snow Removal Charges To Property Owners' 2024 Property Tax

Following discussion, Councilmember Mike Lorenson introduced Resolution No. 07.166.23 , being seconded by Councilmember Megan Arlt, that:

WHEREAS, sidewalk snow removal charges remain unpaid to the City of Thief River Falls; and,

WHEREAS, Pursuant to City Code Section 91.01 and Minnesota State Statute 429.101, the City may certify to the Pennington County Auditor the sidewalk snow removal charges.

THEREFORE, BE IT RESOLVED The City Council, to certify the following unpaid sidewalk snow removal charges from the 2022-2023 snow season to the Pennington

County Auditor for collection as part of the property owner's property tax statement in 2024:

ADDRESS	PARCEL	AMOUNT
424 Duluth Ave N	25.003.159.20	37.65
618 Duluth Ave N	25.014.031.40	37.65
724 Knight Ave N	25.014.022.30	74.24
416 Main Ave N	25.003.133.00	37.65
518 Main Ave N	25.003.084.30	37.65
917 Main Ave N	25.021.019.20	37.65
940 Main Ave N	25.022.090.00	110.30
1010 Main Ave N	25.022.069.00	75.30
102 2nd St E	25.003.391.70	37.65
724 Dewey Ave N	25.016.027.70	146.89
939 Duluth Ave N	25.021.035.40	37.12
409 Kendall Ave S	25.012.111.20	37.12
601 State Ave N	25.004.019.50	72.12
311 Knight Ave N	25.003.202.70	72.12
124 Conley Ave S	25.006.274.50	36.59
803 Horace Ave N	25.017.130.40	36.59
804 Horace Ave N	25.017.131.40	36.59
805 Horace Ave N	25.017.129.40	36.59
1102 Labree Ave N	25.022.048.00	36.59
523 Knight Ave N	25.003.063.10	36.59
708 Knight Ave N	25.014.026.30	36.59
808 Knight Ave N	25.017.110.20	36.59
325 Kneale Ave S	25.026.040.30	35.53
309 St. Paul Ave S	25.012.078.90	35.53
936 Main Ave N	25.022.091.00	35.53

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 07.167.23: Approve the Opening of a Patrol Officer Position.

Following discussion, Councilmember Scott Pream introduced Resolution No. 07.167.23, being seconded by Councilmember Jason Aarestad, that:

WHEREAS, Officer Shaun Hoffart, has submitted his resignation effective July 27th, 2023. To continue efficient operations of the Police Department, it is requested to open the position to the public until filled.

WHEREAS, The Police Department is currently at 16 full time officers. Filling the 17th position would get the department to full staff.

THEREFORE, BE IT RESOLVED Approve to open a patrol officer position due to a recent resignation, and to open the position to the public until filled.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 07.168.23: Brady Martz Audit Findings of Wage Study Implementation Overpayment

Following discussion, Councilmember Steve Narverud introduced Resolution No. 07.168.23, being seconded by Councilmember Mike Lorenson, that:

WHEREAS, According to Resolution No. 03.82.23, it was approved to audit the payroll implementation of the David Drown and Associates wage study adjustments as it related to wage payment adjustments attributable to the time period prior to the October 1, 2022, implementation date through Brady Martz.

THEREFORE, BE IT RESOLVED Accept the Brady Martz audit findings of the wage study implementation overpayment. The overpayment totaled $16,032.02 for the time period of September 11, 2022 through September 30, 2022. If an employee received less than a $100 overpayment, recoupment would occur via a one-time payroll deduction. If an employee received an overpayment greater than $100, a payment schedule will be set up so that those employees will have until the last payroll in December, 2023 to pay back the recoupment over several payroll periods.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 07.169.23: Rusty Nail Temporary Intoxicating Liquor License with Addendum

Following discussion, Councilmember Scott Pream introduced Resolution No. 07.169.23, being seconded by Councilmember Steve Narverud, that:

WHEREAS, The Rusty Nail has applied for a temporary intoxicating liquor license with addendum to include outdoor area for the Rusty Nail to set up tables for overflow during the Wine Walk.

WHEREAS, Applicant shall comply with all restrictions, limitations, and regulations for the sale of liquor under the City Code and State Statutes.

Applicant hereby agrees to obtain a resolution of its governing board wherein applicant agrees to indemnify and hold harmless the City of Thief River Falls and its elected officials, employees, and agents, from and against any and all liabilities, judgements, settlements, losses, costs, or charges, including attorneys' fees, incurred by the City of Thief River Falls, and/or any of its elected officials, employees, and agents, as a result of any claim, demand, action, or suit relating to any bodily injury (including death), loss of property, and/or property damage caused by, arising out of, or relating to or associated with the granting of a temporary intoxicating liquor license to applicant.

Applicant also understands that all information contained on this application is public data according to Chapter 13 of the Minnesota State Statute. Failure to provide the requested information may result in the application being denied.

THEREFORE, BE IT RESOLVED Approve a Temporary Intoxicating Liquor License with Addendum for Rusty Nail effective July 27, 2023, from 6 pm to 1 am on July 28, 2023 in conjunction with the Zehlian's Art & Wine Walk.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 07.170.23: VFW Post 2793 Membership/Family Beer in the Park Permit

Following discussion, Councilmember Mike Lorenson introduced Resolution No. 07.170.23, being seconded by Councilmember Michele McCraw, that:

WHEREAS, Erik Beitel has applied for a Beer in the Park Permit for a Membership/Family at Oakland Park (East and West), approximate number of people attending is 100.

WHEREAS, The park has been reserved with the Public Works Department. No financial transactions may occur at this event for charging, directly or indirectly, for the sale of 3.2 malt liquor (i.e. admission, cover charge). The permit allows for the consumption of 3.2 Malt Liquor Only. No strong beer, wine, or intoxicating liquor is allowed.

THEREFORE, BE IT RESOLVED Approve a Beer in the Park Permit Effective August 13, 2023 for a Membership/Family at Oakland Park (East and West) from 1:00 p.m. to 5:00 p.m.

On vote being taken, the resolution was unanimously passed.

COUNCIL BOARDS AND COMMISSIONS REPORTS

Councilmember Mike Lorenson mentioned in the coming weeks, the City of Thief River Falls will embark on a complete water meter change-out project. To begin the project, Vanguard Utility Service will contact residents via mailings to make appointments. Door hangers and phone calls will follow for those residents who don't receive the mailed notifications.

Residents are asked to locate the main water valve next to the water meter and assure it works properly to shut the water off. If the valve is defective, is inoperable or leaks, the property owner needs to have the valve replaced prior to making the appointment to replace the meter.

UPCOMING MEETINGS

- City Council Meeting - August 1st at 4:30 P.M. (**at Asphult Church Pioneer Village**) Nite to Unite Following
- Utilities Committee Meeting - August 7th at 7:00 a.m.
- Public Safety Liquor Committee Meeting - August 7th at 4:30 p.m.
- Administrative Services Committee Meeting - August 8th at 4:30 p.m.
- Public Works Committee Meeting - August 9th at 4:30 p.m.
- City Council Meeting - August 15th at 5:30 p.m.

INFORMATIONAL ITEMS

- June 2023 Investment Summary

ADJOURNMENT

There being no further discussion, Councilmember Mike Lorenson, being seconded by Councilmember Scott Pream to adjourn at 6:38 p.m. On vote being taken, the Chair declared the motion unanimously carried.

Brian D. Holmer, Mayor

Attest: Angela Philipp, City Administrator