



**CITY OF MARSHALL**  
**City Council Meeting**  
**Agenda**  
**Tuesday, April 09, 2024 at 5:30 PM**  
**City Hall, 344 West Main Street**

**OPENING ITEMS**

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

- [1.](#) Consider Approval of the Minutes from the Regular Meeting Held on March 12th

**AWARD OF BIDS**

- [2.](#) Dump Truck for Street Department – Consider Award of Bid and Declare Existing Dump Truck as Surplus

**CONSENT AGENDA**

- [3.](#) Consider Approval for a Temporary Liquor License for the Lyon County Ag Society
- [4.](#) Consider Approval for an Outdoor Public Fireworks Display for the Fourth of July Celebration
- [5.](#) Consider the Request of the Marshall Downtown Business Association for Crazy Days (Thursday-July 18, 2024)
- [6.](#) Consider Resolution Authorizing Execution of MnDOT Grant Agreement No. 1056678 (S.P. A4201-109) for Airport Skidloader Purchase
- [7.](#) Project AP-003: Airport Snow Removal Equipment (SRE) Building - Acknowledgment of Acceptance of FAA Grant Agreement MML-GLG-3-27-0056-020-2024 for Funding of Airport Development
- [8.](#) Consider Approval of the Bills/Project Payments

**APPROVAL OF ITEMS PULLED FROM CONSENT**

**NEW BUSINESS**

- [9.](#) Authorization of Roof Replacements at Independence and Freedom Park
- [10.](#) Amendments to Ordinance Ch. 22 Article IV Mobile Food Units and Carts
- [11.](#) Consider Resolution Awarding the Sale of General Obligation Bonds, Series 2024A and Resolution Awarding the Sale of General Obligation Grant Anticipation Notes, Series 2024B
- [12.](#) Project SWM-003: Legion Field Stormwater Improvements Project-Phase III – Consider Authorization to Submit MPCA Stormwater Resiliency Grant Application
- [13.](#) Consider Appointments to Various Boards, Commission, Bureaus, and Authorities.

**COUNCIL REPORTS**

- [14.](#) Commission/Board Liaison Reports
- [15.](#) Councilmember Individual Items

**STAFF REPORTS**

- [16.](#) City Administrator
- [17.](#) Director of Public Works/City Engineer
- [18.](#) City Attorney

**ADMINISTRATIVE REPORTS**

- [19.](#) Administrative Brief

**INFORMATION ONLY**

- [20.](#) Building Permits

**MEETINGS**

- [21.](#) Upcoming Meetings

**ADJOURN**

**Disclaimer: These agendas have been prepared to provide information regarding an upcoming meeting of the Common Council of the City of Marshall. This document does not claim to be complete and is subject to change.**



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Mayor Byrnes
<b>Meeting Date:</b>	Tuesday, April 9, 2024
<b>Category:</b>	APPROVAL OF MINUTES
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval of the Minutes from the Regular Meeting Held on March 12th
<b>Background Information:</b>	Enclosed are the minutes from the previous meetings.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk, Steven Anderson, prior to the meeting.
<b>Recommendations:</b>	That the minutes from the meeting held on March 12th be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL  
CITY COUNCIL MEETING  
M I N U T E S  
Tuesday, March 26, 2024**

The regular meeting of the Common Council of the City of Marshall was held March 26, 2024, at City Hall, 344 West Main Street. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Amanda Schroeder, Craig Schafer, James Lozinski, See Moua-Leske and Steve Meister. Absent: John Alcorn. Staff present included: Sharon Hanson, City Administrator; Pamela Whitmore, City Attorney (via Zoom); Jason Anderson, Director of Public Works/ City Engineer; E.J. Moberg, Director of Administrative Services; Dean Coudron, Public Ways Supervisor; Scott Truedson, Wastewater Supervisor; Lauren Deutz, Economic Development Director; Preston Stensrud, Park and Rec Supervisor; and Steven Anderson, City Clerk.

**Department of Transportation and Concrete Paving Association 2023 Concrete Paving Award-3rd and Lyon Street Project**

Mayor Byrnes presented the Concrete Paving Association 2023 Concrete Paving Award to R&G Construction and to the Director of Public Works/City Engineer.

**Consider Approval of the Minutes from the Regular Meeting Held on March 12th**

There were no requests to amend the minutes from March 12<sup>th</sup>, 2024.

Motion made by Councilmember Meister, Seconded by Councilmember Lozinski to approve the minutes. Voting Yea: Mayor Byrnes, Councilmember Meister, Councilmember Schroeder, Councilmember Moua-Leske, Councilmember Lozinski. Voting Abstaining: Councilmember Schafer. The motion **Carried. 5-0-1.**

**Vacation of Utility Easement in Minnesota Corn Processors Industrial Park 1<sup>st</sup> Addition -- 1) Public Hearing on Resolution Granting Petition to Vacate; 2) Consider Resolution Granting Petition to Vacate**

Solugen requested that 50 feet, who would be building their BioForge 2 at the Minnesota Corn Processors Industrial Park 1<sup>st</sup> Addition site of a 200-foot easement be vacated for development. Staff reached out to local utility companies and no opposition was heard. Director Anderson stated that the city does have sanitary sewer force mains in the easement area but the 50 feet being requested to be vacated would not impact the sanitary sewers.

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to close the public hearing. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Moua-Leske, Councilmember Lozinski, Councilmember Meister. The motion **Carried. 6-0.**

Motion made by Councilmember Lozinski, Seconded by Councilmember Moua-Leske to adopt Resolution 24-034 Granting a Petition for Vacation of a Utility Easement. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

**Granting Final Approval of the Issuance of Conduit Revenue Bonds for the Benefit of Foundation for Innovation in Education and Southwest West Central Service Cooperative – 1) Public Hearing; 2) Consider Resolution Providing Approval**

The City had agreed to act as conduit issuer on behalf of the Southwest West Central Service Cooperative (SWWC) and Foundation for Innovation in Education (Foundation) for the financing of the acquisition, construction, and equipping of an approximately 16,100 square foot facility on real property located at or about the intersection of Channel Parkway and London Road in the City of Marshall, Minnesota. The building would be owned by the Foundation and leased to and operated by the Cooperative. The proceeds of the Bonds are proposed to be loaned by the City to the Foundation as the Borrower pursuant to the terms of a Loan Agreement, dated as of or after April 1, 2024, between the City and the Borrower. As this was a conduit revenue bond the city will have no obligation to pay the bonds even if the project encounters financial difficulties. Cliff Carmody on behalf of SWWC spoke about the project and thanked the council for their consideration on the resolution.

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to close the public hearing. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Lozinski, Councilmember Moua-Leske. The motion **Carried. 6-0.**

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to adopt Resolution 24-035 granting final approval of the issuance of conduit revenue bonds for the benefit of Southwest West Central Service Cooperative. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

**Project WW-005: Highway 23 Lift Station Improvements Project-Phase IV Wet Well Renovation - Consideration Award of Bid**

Bids were received on March 13, 2024. Two bids were received, one from KHC Construction of Marshall, Minnesota in the amount of \$670,000.00 and a second bid was received from Rubin Construction LLC of Tyler, Minnesota in the amount of \$297,200.00. While the low bid for Phase IV was \$22,200.00 over the engineering estimate of \$275,000.00, the Wastewater Department had \$53,006.00 remaining in the CIP due to the lower-than-expected cost of the Phase III pumps. The contract had a substantial completion date of October 31, 2024, with a contract completion of November 30, 2024. Bolten and Menk provided a bid evaluation memorandum to address the large disparity in the bids that were received. Councilmember Lozinski questioned the quality of the low bid because of such a large difference in the bid. Staff confirmed that Rubin Construction did look at the site and knew what was being bid on. Councilmember Schafer also commented on the bid amount disparity.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to award the bid for WW-005-Phase IV to Rubin Construction for \$297,200.00. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

**Consider Authorization to Purchase Drag Line Hose Cart for Wastewater Department**

The Wastewater Facility produces up to four million gallons of bio-solids annually. To dispose of the bio-solids the treatment plant utilized a dragline system to apply them to nearby agricultural fields as fertilizer. The dragline system consisted of a large pump, an injection tool bar that was attached to a leased tractor, hundreds of feet of hose and a large cart to roll the hose up on for transportation and storage. The pump can transport bio-solids over long distances, but the system was limited by the amount of hose available. The current pump system could reach 382 acres of approved application sites. By purchasing more hose, couplers, and another hose cart the facility would be able to reach another 128 acres of already approved land. Another 80 acres of land could potentially be added after site approval. Wastewater staff had received three quotes for the needed hose, couplers, and hose cart. The quotes ranged from \$91,901.20 down to \$81,200.92. There is also an option to purchase a "one off" new hose cart that has faded paint due to sitting outside for a couple of seasons for \$74,525.42. That option also included the needed hose and couplers. Wastewater has budgeted \$87,500 in the 2024 CIP for the purchase of this equipment and staff along with the Equipment Review Committee recommended the purchase of the low quote of \$74,525.42. Councilmember Lozinski mentioned that the Wastewater Department used to haul their bio-solids by truck and the additional manpower increased costs. With the implementation of the drag line system, less manpower was needed, and application speed increased. Councilmember Schafer commented that a dedicated conduit under the road was his preferred method to get across the township road to reach additional sites.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to authorize purchase of a drag line hose cart from Hydro Engineering of Norwood-Young America for \$74,525.42. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

**Consider Authorization to Purchase Stump Grinder for Street Department**

Two quotes were received for two Vermeer grinder units. The Street Department was using an old unit from Marshall Municipal Utilities and because of its age part availability had become more difficult. With the onset of emerald ash borer and the extensive ash tree canopy within the city staff thought procuring a stump grinder for the city made sense. Staff reached out to MMU about a collaborative purchase on a new grinder, but MMU declined as their machine was still suited to their limited use, unlike the city. Mayor Byrnes mentioned that about 7,700 trees are in the city’s public right of way and of that 30-40% are ash trees that would need to be taken down and ground. Councilmember Lozinski talked about the ReLeaf grant by the DNR that would re-imburse staff time to remove ash trees.

Motion made by Councilmember Lozinski, Seconded by Councilmember Moua-Leske to authorize purchase of the 2024 Vermeer SC48TX stump grinder for RDO Equipment of Marshall for \$63,752.27. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

**Consider Authorization to Submit MnDOT Grant Request Letter and Purchase Skid Loader for Airport**

MnDOT offered a 70-30 cost split grant for a Skid Loader to be used at the airport, but the grant request letter must be received by MnDOT before March 31, 2024. Following a recommendation from the Equipment Review Committee, City staff requested quotes from local implement dealers. On March 21, 2024, the city opened and reviewed six quotes, submitted by five different dealers. The low proposal that met all requested specifications was a 2024 Bobcat S76 from Sterling Equipment & Repair, Inc. of Cottonwood, MN, for \$38,724.03 after trade-in of our existing 2004 Bobcat S250 machine. Councilmember Lozinski commented that the lowest bid received didn’t have the necessary conversion adaptors for the existing attachments so either new attachments would need to be purchased increasing the overall price or the second lowest bid should be taken as it met the specifications needed.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to authorize staff to submit a grant request letter to MnDOT for the purchase of a 2024 Bobcat S76 skid loader from Sterling Equipment & Repair for \$67,474.03, less trade-in of \$28,750. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Moua-Leske, Councilmember Lozinski. Voting Nay: Councilmember Meister. The motion **Carried. 5-1.**

**Project ST-001-2024: Chip Sealing on Various City Streets - Consider Resolution Accepting Bid (Award Contract)**

Four bids were received on March 21, 2024. The apparent low bid was received from Pearson Bros., Inc. of Hanover, Minnesota, in the amount of \$132,504.60. The engineer’s estimate for the project was \$161,257.50. Emphasis was given to newly reconstructed streets, State Aid routes, and re-seals of new street sections. The goal of the program was to work to extend the life of city pavement, thereby deferring future capital improvements. The low proposal included all the streets below, excluding the “alternate streets”. The 2024 Street Department budget included a \$165,000 line item for the project. Staff proposed to work with our contractor to add the alternate streets to the project, and possibly Commencement Boulevard, while ensuring that our project was completed on budget.

Street	From-To
Channel Parkway	TH 19 to TH 59
Susan Drive	Clarice Avenue to 400' Northeast of TH 59
Tiger Drive	MN Hwy 23 to 400' North of Victory Drive
Soucy Drive	6th Street to end

Street	From-To
Fremont	Ranch to Pleasant
Pleasant	6th to end
Ranch	Soucy to end
Winifred Circle	Soucy to Soucy

Alternate Streets	From-To
North 5th	Main Street to Marshall
West Redwood	5 <sup>th</sup> to 6 <sup>th</sup>

Alternate Streets	From-To
West Redwood	6 <sup>th</sup> to 7 <sup>th</sup>
Lyon Street	5 <sup>th</sup> to 6 <sup>th</sup>

Councilmember Schafer voiced his opinion in favor of chip sealing. Mayor Byrnes also commented on the best practices recommended by MnDOT and that the chip sealing also helps with solar degradation of the black asphalt. Councilmember Lozinski also mentioned solar degradation and encouraged more tree plantings with street reconstruction projects.

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to adopt Resolution 24-036 accepting the bid for project ST-001-2024 to Pearson Bros., Inc of Hanover for an amount not-to-exceed \$165,000.00. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Moua-Leske. Voting Nay: Councilmember Meister, Councilmember Lozinski. The motion **Carried. 4-2.**

**Project ST-002-2024: Bituminous Overlay on Various City Streets – Consider Resolution Accepting Bid (Awarding Contract)**

On March 21, 2024, two bids were received for Project ST-002-2024. The low bid was from Central Specialties Inc. of Alexandria, Minnesota, in the amount of \$587,422.58. The low bid did not include costs to overlay the alternate streets. Engineering estimated \$605,754 for the mill and overlay. Due to advantageous pricing, City staff proposed to include alternate streets with the construction project. Councilmember Meister questioned if any money could be saved by not adding additional streets. Councilmember Lozinski asked if prices for mill and overlays were coming down since there was such a low bid. Director Anderson

Street	From-To
Peltier/Glenn/Simmons (Mill All 2")	Peltier/Glenn/Simmons area off 6th Street
O'Connell Street (Mill All)	Service Road to Birch Street
Rainbow Drive	Madrid Street south to Railroad Tracks
Floyd Wild Drive	Susan Intersection to Canoga Park Drive.
Canoga Park Drive	T.H. 23 to new Canoga Park Circle seam.
Market Street	E. College Drive to Mall Parking Lot
N. Whitney Street (Mill All)	E. College Drive to N. 4th Street
Poplar Avenue (Mill All)	N. Whitney Street to N. Hill Street
Boyer Drive (Mill All)	TH 23 to Margaret Avenue
Boyer Drive	Leveling 1" - 20' wide estimated

Alternate Streets	From-To
Mall Street (Mill All)	South entrance off Jewett Street

Motion made by Councilmember Meister, Seconded by Councilmember Lozinski to adopt Resolution 24-037 accepting the bid for project ST-002-2024 to Central Specialties Inc. of Alexandria in the amount of \$587,422.58. Yea: Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Lozinski. Voting Nay: Mayor Byrnes, Councilmember Moua-Leske. The motion **Carried. 4-2.**

**Consider Approval of the Consent Agenda**

There were no requests to remove an item from the consent agenda for additional discussion.

Motion made by Councilmember Meister, Seconded by Councilmember Schroeder to approve the items on the consent agenda. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Moua-Leske. Councilmember Lozinski. The motion **Carried. 6-0.**

- Introduce Ordinance Amendments to Ch. 22 Article IV Mobile Food Units and Carts
- Consider Request of Performance Foodservice for Street Closure of West Fairview Street on Saturday- May 4, 2024
- Consider Request for Street Closure of N 3rd Street for Juneteenth (Wednesday-06/19/2024)
- Consider Approval of the Bills/Project Payments

**Consider the Request for a Variance Adjustment Permit for a Reduced Front Yard Setback at 608 Adobe Road**

The request was from the property owner to construct a 20-foot garage addition to an existing garage, which would result in an approximately 12-foot front setback, or a reduction of about 50% from the required amount. Constructing a 14-foot-wide addition will provide an almost 17-foot setback to the garage corner, about a 30% reduction. The required setback was 25 feet on all public streets, including circles. By State Statutes and City Ordinance, granting of a variance may be permitted only if the request meets the “practical difficulties” test, which required that the proposed use was reasonable, that the problem is caused by conditions that are unique to the property, and that granting the variance would not change the character of the area. Upon review, city staff believed that the argument could be made that the proposal generally met the first and third parts of the test: Extending garage was a reasonable idea and, since only a corner of the proposed addition would stick into required front yard, the character of the area would not change; however, there seems to be nothing unique in this property, as there are many other similar cul-de-sac lots in town. The Planning Commission conducted a public hearing and recommended denial. Staff had looked at the ordinance requirements and made a recommendation to the Legislative and Ordinance Committee to adjust the setbacks on circles to be closer to the curb. Councilmember Schroeder believed that the property was unique for the area and that it did merit approval of the permit. Councilmember Lozinski reiterated that the Legislative and Ordinance Committee did recommend that the setbacks on circles be reduced to 15 feet which would in the future make the building request more feasible to accomplish and not require a variance adjustment permit. Attorney Whitmore explained the variance permit requirements in case law and provided an example.

Motion made by Councilmember Lozinski, Seconded by Councilmember Moua-Leske to deny the Variance Adjustment Permit request for a reduced front yard setback. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Moua-Leske, Councilmember Lozinski. Voting Nay: Councilmember Schroeder. The motion **Carried. 5-1.**

**Project ST-007: UCAP Bus Shelter Project - Memorandum of Understanding (MOU) Between Community Transit of United Community Action Partnership (UCAP) and the City of Marshall**

Community Transit of United Community Action Partnership (UCAP Transit) had been awarded a grant project that totaled \$207,000, including grant dollars and local match. UCAP Transit approached City staff in 2021 regarding the engineering and construction administration of this project, which included the installation of bus shelters and ADA sidewalk improvements at various locations that included the following:

- Camden Drive/Riverview Apartments
- Freedom Park/Dogwood Ave
- Susan Drive/Baseline Road
- N 4th Street/Darlene Drive

Most of the improvements would be in the city right-of-way. UCAP Transit would be responsible for all capital outlay for this project, and the city would serve as the project sponsor for the grant and the engineer of record for the project. The new agreement would supersede the Memorandum of Understanding executed by UCAP on 01/19/2022 and the City of Marshall on 11/23/2021. This project is like the UCAP Transit Bus Shelter project (Z52) that the city administered on behalf of UCAP Transit in 2020 where shelters and associated sidewalk improvements were installed at N 4th Street/Redwood, S 4th Street/Stephen, and Birch Street near Village Drive. This project was included in the 2024 capital improvement plan. The project’s grant match will be provided by UCAP Transit. There would be no direct cost to the City of Marshall. The City’s contribution is the professional staff hours required to create, administer, and deliver the construction project for UCAP Transit. The city would charge the cost of engineering and administering the project to UCAP in the amount of 16% of project costs, estimated at \$33,120.

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to authorize execution of the Memorandum of Understanding between Community Transit of United Community Action Partnership and the City of Marshall. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder.

Councilmember Lozinski. Voting Abstaining: Councilmember Moua-Leske. The motion **Carried. 5-0-1.**

**Project PK-015: Independence Park Parking Lot – Consider Authorization to Advertise for Bids**

Director Anderson said that the project had been discussed at three Public Improvement and Transportation Committee meetings and was recommended to be brought forward with a concrete surface, curb and gutter, and a storm sewer. The engineer's estimate for the construction portion of the project was \$210,280.50. The total estimated project cost, including 5% allowance for contingencies and 16% for engineering and administrative costs is \$256,122. After discussion with the PI/T Committee and deferring some Legion Field improvements, the CIP has been amended to reflect a budget of \$285,000. Councilmember Meister asked which Legion Field improvements would be deferred. Stensrud explained that Legion Field was slated to be phased projects because of the higher costs and proceeding in this manner would allow the Independence Park lot to be completed this year and Legion Field would be improved next year. This way two projects could be completed instead of having partially completed projects over a longer period. Councilmember Schafer discussed removal of the posts and curb and gutter. Councilmember Lozinski opposed the curb and gutter but was in favor of the concrete parking lot. Councilmember Schroeder asked about the removal of the posts and Stensrud added that people tend to drive further away from posts because it feels smaller.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to authorize advertisement for bids for Project PK-015 that includes the curb and gutter. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Moua-Leske. Voting Nay: Councilmember Lozinski. The motion **Carried. 5-1.**

**Consider Authorization to Submit Grant Application for Design of Intersection Safety Improvements at TH23 & Tiger Drive**

In the 2023 Transportation Omnibus bill, a new program entitled Rural High-Risk Roads was developed and \$10M was identified to help fund trunk highway improvements. Staff believed the funds could possibly be accessed to take necessary steps toward developing an intersection improvement project at Minnesota Trunk Highway 23 (TH 23) and Tiger Drive. On January 3, 2024, the Marshall Area Transportation Group (MATG) hosted a meeting in our City Council Chambers with numerous stakeholders to discuss safety concerns at this intersection. The meeting was well-attended, and there was good discussion between some local stakeholders and MnDOT District 8 staff. At this meeting, District Engineer Jon Huseby and D8 Traffic Engineer Cody Brand discussed the opportunities and challenges associated with developing an intersection improvement project at this location. During the presentation, MnDOT largely focused on the possibility of implementing a Reduced Conflict Intersection (J-Turn) type of safety improvement at this location due to the low cost and high benefit of this type of improvement. The stakeholders in the room were in support of a safety improvement here and a J-Turn was viewed as an acceptable safety enhancement for this intersection. City staff was looking for City Council support for a grant application to complete necessary steps toward developing a J-Turn project at Tiger Drive/MN 23. Letters of support were provided from MnDOT, Southwest Minnesota State University, and Marshall Public Schools for the grant application. A successful grant application would include funding to update the existing Intersection Control Evaluation (ICE) at Tiger Drive/MN 23, conduct necessary outreach and public input, and work in coordination with MnDOT D8 staff to complete concept level layouts and preliminary project design work. While we did not plan to apply for project construction funding, this preliminary design work would position the city very well to follow-up with future funding requests for a construction project. The design work was estimated to cost \$400,000, and staff intended to request the entire amount in grant funding. Mayor Byrnes mentioned District 8 allowed stakeholders at the January 3<sup>rd</sup> meeting to see traffic data at the intersection and school traffic during the morning and afternoon caused concern for the stakeholders who had attended the meeting. Councilmember Moua-Leske added that once construction of the Social Sciences building at SMSU was completed ABE and MATEC would be occupying the space and would be adding additional traffic to the proposed intersection.

Motion made by Councilmember Schafer, Seconded by Councilmember Moua-Leske to authorize staff to apply for Rural High-Risk Roads grant funding for intersection safety improvement at Trunk Highway 23 and Tiger Drive. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember

Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

**Commission/Board Liaison Reports**

Byrnes	No report.
Schafer	No report.
Meister	No report.
Schroeder	Planning Commission discussed the Variance Adjustment Permit on Adobe Road. The EDA discussed the upcoming Solugen ribbon cutting on April 11 <sup>th</sup> , two new downtown businesses and the interior demolition of the former Shopko building for Marshalls.
Alcorn	Absent.
Moua-Leske	CVB was still deciding on a sponsorship amount for the Aquatic Center and have decided on a lineup for Prairie Jam.
Lozinski	No report.

**Councilmember Individual Items**

Councilmember Lozinski thanked the street department and citizens for moving the snow from the recent storm.

Councilmember Meister mentioned that he had been contacted about golf carts and would like to have the item brought back to the Legislative and Ordinance Committee for discussion.

Mayor Byrnes talked about census numbers from the State Demographer office, State of the City presentation, and the Coalition of Greater Minnesota legislative day.

**City Administrator**

Hanson talked about the Middle Housing bill that was being discussed at the legislature and how it would be harmful to many cities. North Memorial Ambulance conducted a public meeting with EMSRB who oversees licensing for ambulances and 10 objections were filed. Hanson would follow up with EMSRB to see if the objections were resolved.

**Director of Public Works/City Engineer**

Attended the County Board meeting to discuss drainage on County Ditch 62 for the upcoming Highway 19 project in 2025. A pre-construction meeting was held for the Whitney reconstruction project.

**City Attorney**

No report.

**Information Only**

There were no questions on the information only items.

**Upcoming Meetings**

There were no questions on the upcoming meetings.

**Adjourn**

At 7:07 PM Motion made by Councilmember Meister, Seconded by Councilmember Lozinski to adjourn the meeting. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

Attest:

\_\_\_\_\_  
Steven Anderson, City Clerk

\_\_\_\_\_  
Robert Byrnes, Mayor

Pre-Local Board of Appeal and Equalization  
March 26, 2024 @ 4:30 p.m.  
Marshall City Council Chambers

LBAE Members Present: Byrnes, Schafer, Lozinski, Meister, Schroeder, Moua-Leske  
LBAE Members Absent: Alcorn  
Staff Present: David Parsons, Charlie Vos, Sharon Hanson, E.J. Moberg, Steven Anderson  
Others Present: Mark Buysse, County Assessor

Byrnes called the meeting to order at 4:30 p.m.

City Assessor David Parsons gave an update regarding assessment changes and presented a PowerPoint slide show.

Byrnes questioned the timeline for valuation notices being sent out on March 29, 2024, with LBAE meeting scheduled April 15, 2024. Lozinski questioned mail reliability and if there will be enough time for taxpayers to review notices prior to the meeting. The board requested to consider the LBAE meeting being pushed back by 1- or 2 weeks next year.

Buysse gave update on Lyon County assessment changes.

Byrnes adjourned the meeting at 5:19 p.m.

Respectfully Submitted  
Charlie Vos, Appraiser

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, April 9, 2024
<b>Category:</b>	AWARD OF BIDS
<b>Type:</b>	ACTION
<b>Subject:</b>	Dump Truck for Street Department – Consider Award of Bid and Declare Existing Dump Truck as Surplus
<b>Background Information:</b>	<p>The 2024 CIP includes funding for a new dump truck for the Street Department. Included in the packet are truck specifications. This truck is very similar to previously approved trucks.</p> <p>This item was presented to the Equipment Review Committee at their meeting on 03/11/2024.</p> <p>Bids were received on April 1, 2024. Two bids were received as shown on the attached bid tabulation.</p> <p>The trade-in for the existing unit is \$8,000. In lieu of trade-in, City staff is proposing to list the vehicle on Purple Wave Auction as we believe that we could get more for the existing dump truck from that site.</p>
<b>Fiscal Impact:</b>	The CIP includes \$239,000 for this purchase.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the City Council authorize City staff to purchase a 2025 Freightliner 114SD-Detroit from Truck Center Companies-Marshall of Marshall, Minnesota, in the amount of \$268,979.60, and adopt Resolution 24-042 to declare existing 2004 Sterling Dump Truck as surplus and list for sale on the Purple Wave Auction site.

**BID TABULATION**

**FURNISH ONE (1) NEW CURRENT MODEL CHASSIS  
WITH DUMP BOX, PLOW AND WING  
FOR THE MARSHALL STREET DEPARTMENT**

**TRADE-IN ONE (1) 2004 STERLING TRUCK CHASSIS, DUMP BOX  
AND A 12' FALLS REVERSIBLE FULL TRIP SNOWPLOW  
FROM THE MARSHALL STREET DEPARTMENT.**

**DATE: APRIL 1, 2024 (LOCAL TIME)**  
**TIME: 10:00 A.M.**

BIDDER	YEAR MAKE MODEL	PROPOSAL		COMMENTS
		PROPOSAL A (Vehicle and Trade-In)	PROPOSAL B (Vehicle Only)	
Truck Center Companies-Marshall Marshall, MN	2025 Freightliner 114SD-Cummins	Bid: \$250,123.00 Trade-In: <u>(8,000.00)</u> Subtotal: \$242,123.00 Tax (6.5%) <u>15,738.00</u> Total \$257,861.00		Up to +1 year build process delay
Truck Center Companies-Marshall Marshall, MN	2025 Freightliner 114SD-Detroit	Bid: \$252,563.00 Trade-In: <u>(8,000.00)</u> Subtotal: \$244,563.00 Tax (6.5%) <u>15,896.60</u> Total \$260,459.60		Recommend award

**RESOLUTION NUMBER 24-042**

**A RESOLUTION DECLARING PROPERTY AS SURPLUS AND  
AUTHORIZING THE SALE OF THE SAME**

**WHEREAS**, the City Council of the City of Marshall, Minnesota has been advised by staff that the following item is no longer needed for current or future municipal operations:

- 2004 Sterling Truck Chassis, Dump Box with 12' Falls Reversible Full Trip Snowplow from Public Works-Street Department

and;

**WHEREAS**, the fair market value of this item is estimated to be more than \$8,000.00.

**NOW, THEREFORE**, BE IT RESOLVED BY THE CITY COUNCIL OF MARSHALL, MINNESOTA, AS FOLLOWS:

1. The council declares the property listed above as surplus.
2. The council authorizes the sale of said property through any lawful means, including (ii) by an electronic competitive online auction process, regardless of the value, pursuant to Minn. Stat. 471.345, subd. 17; or (iii) to another government entity pursuant to Minn. Stat. 471.64.
3. To the extent prohibited under Minn. Stat. 15.054, the property will not be sold to a city officer or employee.
4. All sales shall be final and the property is to be sold in "as-is" condition.

Approved by the City Council of the City of Marshall, Minnesota, this 9<sup>th</sup> day of April, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, April 9, 2024
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval for a Temporary Liquor License for the Lyon County Ag Society
<b>Background Information:</b>	<p>The Lyon County Fair will be making a return to the fairgrounds from August 12-18, 2024. The Lyon County Ag Society has requested a temporary liquor license for the duration of the fair for the enjoyment of Lyon County residents and our surrounding neighbors who would be attending the fair.</p> <p>Unlike other temporary on-sale liquor licenses, Ag Societies were allowed under Minnesota law additional days beyond the maximum 4 days but still use the Alcohol &amp; Gambling Enforcement 1-4 Day Temporary Application.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	None recommended.
<b>Recommendations:</b>	To approve the temporary on-sale liquor license for the Lyon County Ag Society for the Lyon County Fair.



Minnesota Department of Public Safety  
 Alcohol and Gambling Enforcement Division  
 445 Minnesota Street, Suite 222, St. Paul, MN 55101  
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY  
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization	Date organized	Tax exempt number
Lyon County Ag society	1903	8435785

Address	City	State	Zip Code
524 Fairgrounds Road	Marshall	Minnesota	56258

Name of person making application	Business phone	Home phone
Cody Sleiter	507-829-3866	

Date(s) of event	Type of organization	<input type="checkbox"/> Microdistillery	<input type="checkbox"/> Small Brewer
Aug. 12th-18th	<input type="checkbox"/> Club	<input type="checkbox"/> Charitable	<input type="checkbox"/> Religious
	<input checked="" type="checkbox"/> Other non-profit		

Organization officer's name	City	State	Zip Code
Mark Sleiter	Cottonwood	Minnesota	56229

Organization officer's name	City	State	Zip Code
Brock Klaith	Marshall	Minnesota	56258

Organization officer's name	City	State	Zip Code
Deloris Richards	Marshall	Minnesota	56258

Organization officer's name	City	State	Zip Code
Bob Richards	Marshall	Minnesota	56258

Location where permit will be used. If an outdoor area, describe.  
 Lyon County Fairgrounds

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.  
 West Bend Mutual Insurance Company *1 million dollars*

**APPROVAL**

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

\_\_\_\_\_  
 City or County approving the license

\_\_\_\_\_  
 Date Approved

\_\_\_\_\_  
 Fee Amount

\_\_\_\_\_  
 Permit Date

\_\_\_\_\_  
 Date Fee Paid

\_\_\_\_\_  
 City or County E-mail Address

\_\_\_\_\_  
 City or County Phone Number

\_\_\_\_\_  
 Signature City Clerk or County Official

\_\_\_\_\_  
 Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.**

**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT**

**BY EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, April 9, 2024
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval for an Outdoor Public Fireworks Display for the Fourth of July Celebration
<b>Background Information:</b>	The City of Marshall will be celebrating the Fourth of July at Independence Park and had contracted with J&M Displays for fireworks and pyrotechnic special effects.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	To approve the permit to allow an Outdoor Public Firework Display for the City of Marshall.

APPLICATION FOR OUTDOOR DISPLAY OF FIREWORKS/PYROTECHNIC SPECIAL EFFECTS

Applicant instructions: This application must be completed and returned at least 15 days prior to date of display.

Name of applicant (Sponsoring Organization): City of Marshall, MN

Address of applicant: 344 W. Main Street, Marshall, MN 56258

Name of authorized agent of applicant: J&M Displays, Inc.

Address of agent: 9405 River Road SE, Clear Lake, MN 55319

Telephone number of agent: 320-286-8540

Date of display: July 4<sup>th</sup>, 2024 Time of display: about 10pm

Location of display: Independence Park - please see attached site map

Manner and place of storage of fireworks/pyrotechnic special effects prior to display: \_\_\_\_\_

Delivery and storage in truck on day of display

Type & number of fireworks/pyrotechnic special effects to be discharged: \_\_\_\_\_

1.3G product - up to 4 inch aerial shells and Multi-Shot Box Items & Candles

This display be conducted under the direct supervision of a pyrotechnic operator.

Name of supervising operator: Arthur C Bickford, Jr MN Certificate #: O 0575

Required attachments. The following attachments must be included with this application:

1. Proof of a bond or certificate of insurance in amount of at least \$ 10,000,000.00.
2. A diagram of the grounds at which the display will be held. This diagram (drawn to scale or with dimensions included) must show the point at which the fireworks/pyrotechnic special effects are to be discharged; the location of ground pieces; the location of all buildings, highways, streets, communication lines and other possible overhead obstructions; and the lines behind which the audience will be restrained
3. Names and ages of all assistants that will be participating in the display.

The discharge of the listed fireworks on the date and at the location shown on this application is hereby approved, subject to the following conditions, if any: \_\_\_\_\_

I understand and agree to comply with all provisions of this application, MN Statute 624.20 through 624.25, MN State Fire Code, National Fire Protection Association Standard 1123 (2006 edition), applicable federal law(s) and the requirements of the issuing authority, and will ensure that the fireworks/pyrotechnic special effects are discharged in a manner that will not endanger persons or property or constitute a nuisance.

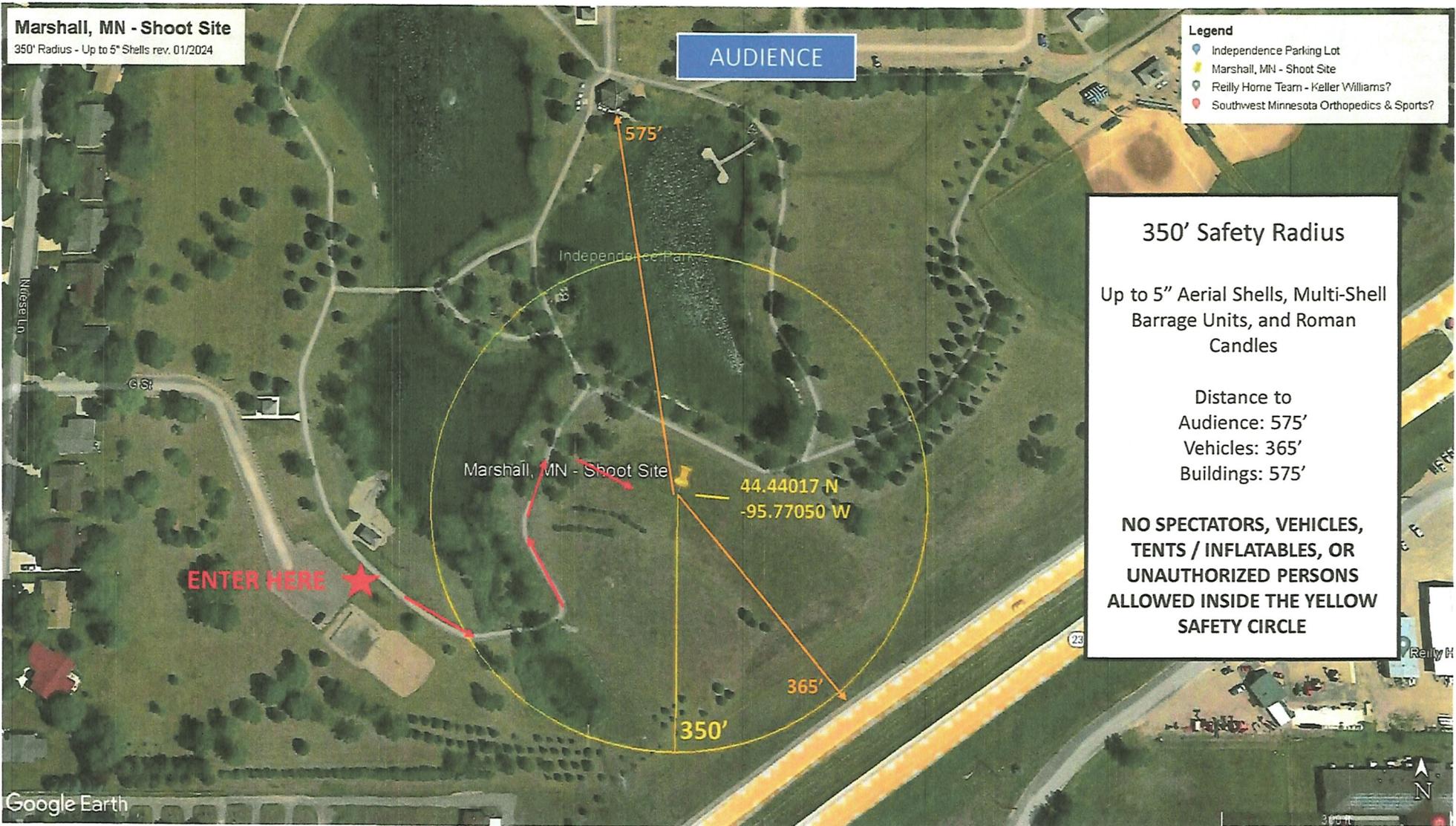
Signature of applicant (or agent): [Signature] Date of application: March 20<sup>th</sup>, 2024

Signature of Fire chief: [Signature] Date: 3.27.2024

Printed name of above official: Quentin K. Brunsvold Phone: 507-530-7623

Signature of issuing authority: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of above official: \_\_\_\_\_ Phone: \_\_\_\_\_





**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, April 9, 2024
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider the request of the Marshall Downtown Business Association for Crazy Days (Thursday-July 18, 2024)
<b>Background Information:</b>	<p>Attached is a request from the Marshall Downtown Business Association requesting the closing of the following streets on Thursday, July 18, 2024 from 6:00 a.m. to 6:00 p.m. for the Annual Crazy Days activities:</p> <ul style="list-style-type: none"> <li>- Main Street from College Drive (intersection of T.H. 19 &amp; T.H. 59) northwest to North 6<sup>th</sup> Street</li> <li>- North 3<sup>rd</sup> Street from Main Street to Lyon Street</li> <li>- 4<sup>th</sup> Street from the alley south of Main Street (behind Bot Appliance) to the alley north of Main Street (behind Wells Fargo)</li> <li>- 5<sup>th</sup> Street to the alleys south and north of Main Street.</li> </ul> <p>If the request is approved by Council, the request will then be submitted to Mn/DOT for their approval and implementation of the detour route. The Street Department is responsible for the appropriate barricades and signage. If the request is approved, area public safety agencies will be advised of the event so that they are aware of the road blockage/detour.</p>
<b>Fiscal Impact:</b>	Staff time.
<b>Alternative/Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council approve the request of the Marshall Downtown Business Association for street closure for Crazy Days on Thursday, July 18, 2024., contingent on Mn/DOT approval of the permit.



APPLICATION FOR PERMIT FOR PRIVATE USE OF PUBLIC STREETS (RIGHTS-OF-WAY) AND PARKING LOTS

Applicant Name: Marshall Downtown Business Association

Applicant Address: 317 West Main Street

Contact Person: Mavi Valentin Phone/Cell#: (507)532-4484

Address of Request: Main Street and 3rd Street

Reason for Request: Crazy Days

Start Date of Request: 07/18/2024 Start Time: 6am am/pm

End Date of Request: 07/18/2024 End Time: 6pm am/pm

Brief Description of Area Requested for Private Use/Closure (attach map): Intersection of Hwy 19 & Hwy 59 on Main Street, down to North 5th Street intersection of Main Street, as well as 3rd Street from Main to Lyon Street.

Does the request involve Mn/DOT Right-of-Way? Yes [checked] No [ ]

The Applicant agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise and to all property, arising out of, resulting from or in any manner connected with the operation of the event.

The Applicant agrees to indemnify the City, its agents and employees from all such claims including, without limiting the generality of the foregoing claims for which the City may be or may be claimed to be liable, and legal fees and disbursements paid or incurred to enforce the provisions this paragraph.

The Applicant will be responsible for any damage done to the public property as a result of the event activities, damages payable upon receipt of invoice.

It is the responsibility of the Applicant to install and maintain the appropriate traffic control devices during the closure period. Traffic control devices shall be in conformance with the Minnesota Manual on Uniform Traffic Control Devices, MUTCD.

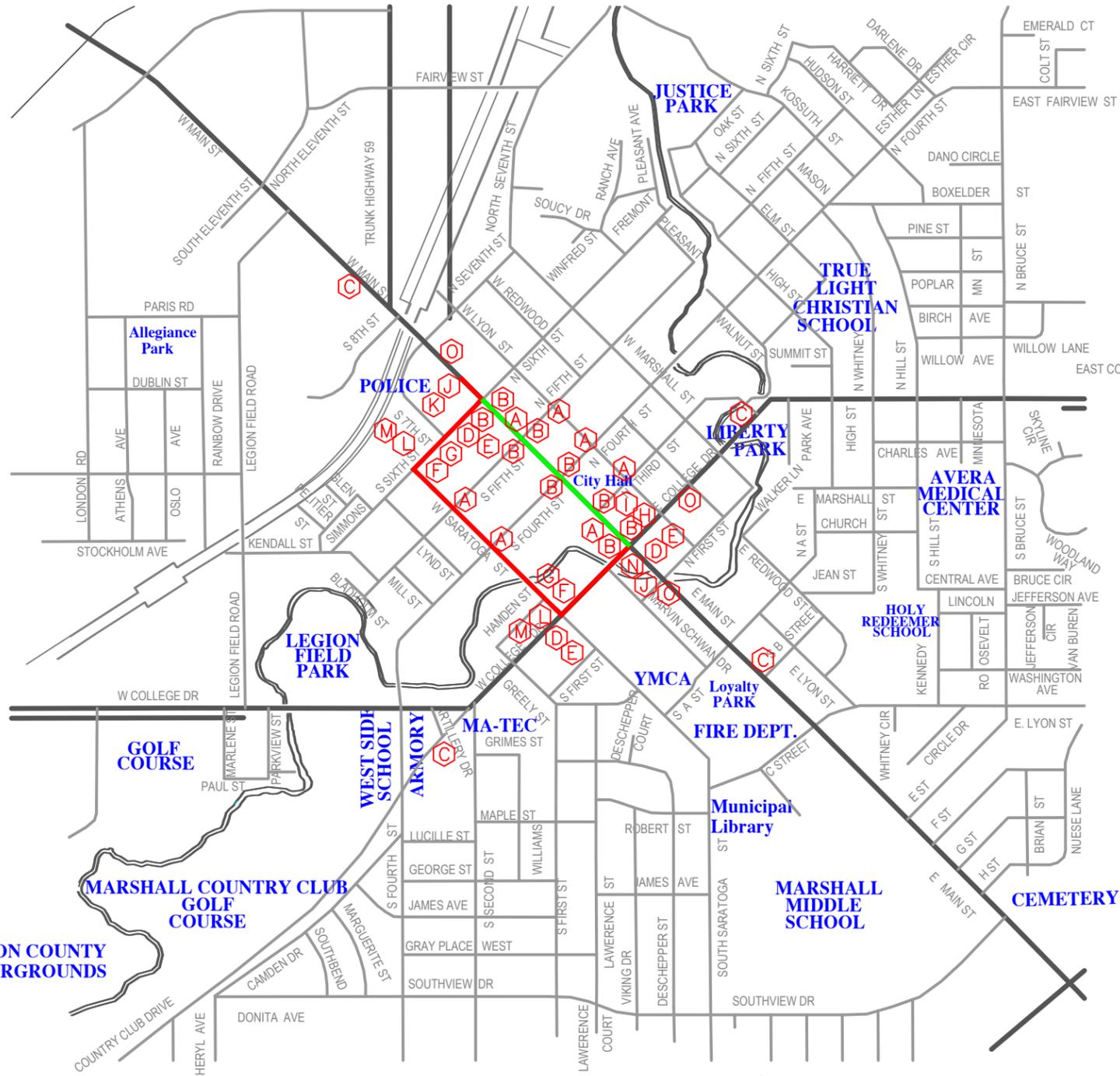
- If the event or private use area occurs within Mn/DOT right-of-way:
1. Participants and event officials will obey all Minnesota Laws pertaining to the use of Highway Rights of Way.
2. The event officials will notify the Minnesota State Patrol of the proposed event and will provide law enforcement officers to control and/or detour trunk highway traffic affected by the event.

03/26/2024
Date

[Signature]
Signature of Applicant

CLICK TO SEND TO PUBLIC WORKS

# DETOUR SIGNING PLAN



**RED LINE** CITY OF MARSHALL DETOUR  
**GREEN LINE** CLOSED SECTION OF ROAD

NORTH  
 CITY OF MARSHALL  
 LYON COUNTY  
 MINNESOTA  
 NOT TO SCALE



SIGN	SIGN NO.	QUANTITY	SIZE	COLOR	FLASHERS
	TYPE III BARRICADE	16	60"x48"	ORANGE ON WHITE	8
	R11-3	7	60"x30"	BLACK ON WHITE	
	W20-2	4	36"x36"	BLACK ON ORANGE	
	M1-4-US59	10	24"x24"	BLACK ON WHITE	
	M1-5M-MN68-024BL	10	24"x24"	WHITE AND GOLD ON BLUE	
	W20-100P	4	30"x24"	BLACK ON ORANGE	
	M3-2-024BL	4	24"x24"	WHITE ON BLUE	
	M3-4-024BL	6	24"x24"	WHITE ON BLUE	
	M5-1R-021BL	3	21"x15"	WHITE ON BLUE	
	M5-1L-021BL	5	21"x15"	WHITE ON BLUE	
	M6-3-021BL	2	21"x15"	WHITE ON BLUE	
	M4-8	20	24"x12"	BLACK ON ORANGE	
	M4-8a	3	24"x18"	BLACK ON ORANGE	

SIGN	SIGN NO.	QUANTITY	SIZE	COLOR
	M3-1	6	24"x24"	BLACK ON WHITE
	M3-3	4	24"x24"	BLACK ON WHITE
	M5-1R	4	21"x15"	BLACK ON WHITE
	M5-1L	5	21"x15"	BLACK ON WHITE
	M6-3	1	21"x15"	BLACK ON WHITE

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS

Item 5. NECESSARY TRAFFIC CONTROL DEVICES AND DETOUR DEVICES THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE CITY OF MARSHALL. TRAFFIC CONTROL DEVICES SHALL HAVE RETROREFLECTIVE SHEETING.

**MARSHALL**  
 CITY ENGINEERS OFFICE  
 344 WEST MAIN STREET  
 MARSHALL, MINNESOTA  
 56258

Crazy Days  
 Detour Plan

DATE	REVISIONS
	DESCRIPTION

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 ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE \_\_\_\_\_ REGISTRATION NO. 41557

DATE 02/23/2022  
 SHEET Page 23  
 DRAWN BY G.J.S.

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, April 9, 2024
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Resolution Authorizing Execution of MnDOT Grant Agreement No. 1056678 (S.P. A4201-109) for Airport Skidloader Purchase
<b>Background Information:</b>	<p>In January 2024, the City received a MnDOT equipment grant offer for a 70-30 cost split of a Skid Loader for use at the Airport.</p> <p>At the 03/26/2024 meeting, City Council authorized City staff to submit a grant request letter to MnDOT for the purchase of a new 2024 Bobcat S76 skid loader from Sterling Equipment &amp; Repair, Inc. of Cottonwood, Minnesota, with a total machine cost of \$67,474.03, less a trade-in of \$28,750 for our current machine, resulting in a total outlay of \$38,724.03. The total outlay will be split 70-30 with MnDOT, resulting in a local purchase cost of \$11,617.21.</p> <p>City staff submitted the attached grant request packet to MnDOT dated 03/29/2024. Per the grant offer, the City was required to return a grant request letter by 03/31/2024.</p> <p>Prior to purchasing the 2024 Bobcat S76 skid loader from Sterling Equipment &amp; Repair, the City must execute the included Resolution that authorizes the City to enter into the State grant agreement. The grant agreement and resolution are included in the Council packet for review.</p>
<b>Fiscal Impact:</b>	Total machine cost of \$67,474.03, less a trade-in of \$28,750 for our current machine, resulting in a total outlay of \$38,724.03. The total outlay will be split 70-30 with MnDOT, resulting in 70% State participation of \$27,106.82 and 30% local participation of \$11,617.21.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council adopt RESOLUTION 24-038, which is the Resolution of Authorization to Execute MnDOT Grant Agreement No. 1056678 (S.P. A4201-109) for Airport Improvement Excluding Land Acquisition for Airport purchase of a new 2024 Bobcat S76 skid loader from Sterling Equipment & Repair, Inc. of Cottonwood, Minnesota, with a total machine cost of \$67,474.03, less a trade-in of \$28,750 for our current machine, resulting in a total outlay of \$38,724.03. The total outlay will be split 70-30 with MnDOT, resulting in 70% State participation of \$27,106.82 and 30% local participation of \$11,617.21.



**STATE OF MINNESOTA  
STATE AIRPORTS FUND  
EQUIPMENT GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and City of Marshall acting through its City Council, 344 West Main Street, Marshall, MN 56258-1313 ("Grantee").

## RECITALS

---

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport equipment project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State.

## AGREEMENT TERMS

---

### 1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn. Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to order the equipment.
- 1.2 **Expiration Date.** This agreement will expire on June 30, 2028, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **A4201-109**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.

### 2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn. Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 2.4 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or

termination of this Agreement.

3 Time

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Cost and Payment

4.1 Cost Participation. Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>State Share</u>	<u>Grantee Share</u>
purchase new 2024 Bobcat S76 Skid Loader (\$67,474.03)	70% (\$47,231.82)	30% (\$20,242.21)
trade in skid loader previously purchased under S.P. 4201-64 (-\$28,750.00)	70% (-\$20,125.00)	30% (-\$8,625.00)
State:	<b><u>\$27,106.82</u></b>	
Grantee:	<b><u>\$11,617.21</u></b>	

4.2 Sufficiency of Funds. Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

4.3 Total Obligation. The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$27,106.82**.

4.4 Payment

4.4.1 Invoices. Grantee will submit invoices for payment by electronic e-mail. Exhibit A, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State’s Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and upon completion of the services.

4.4.2 All Invoices Subject to Audit. All invoices are subject to audit, at State’s discretion.

4.4.3 State’s Payment Requirements. State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee’s invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.4.4 Grantee Payment Requirements. Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

4.4.5 Grant Monitoring Visit and Financial Reconciliation. During the period of performance, the State may make at least annual monitoring visits and conduct annual financial reconciliations of Grantee’s expenditures.

4.4.5.1 The State’s Authorized Representative will notify Grantee’s Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.4.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.4.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.4.6 Closeout. The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant

closeout.

**4.4.7 Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverable to the State after the final payment due under this Agreement is made by the State: (1) Photos of each piece of equipment purchased with the Minnesota Department of Transportation, Office of Aeronautics sticker attached.

**4.5 Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

## 5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

## 6 Authorized Representatives

6.1 The State's Authorized Representative is:

Luke Bourassa, South Region Airports Engineer; ([luke.bourassa@state.mn.us](mailto:luke.bourassa@state.mn.us)) (651)508-0448 and/or Brian Conklin, Regional Airport Specialist Sr.; ([brian.conklin@state.mn.us](mailto:brian.conklin@state.mn.us)) (651)252-7658 or their successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Jason R. Anderson, P.E., Director of Public Works/City Engineer  
344 West Main Street, Marshall, MN 56258-1313  
Phone: (507) 537-6773, [Jason.anderson@ci.marshall.mn.us](mailto:Jason.anderson@ci.marshall.mn.us)

or their successor. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

## 7 Assignment Amendments, Waiver, and Grant Agreement Complete

**7.1 Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

**7.2 Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

**7.3 Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

**7.4 Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

**7.5 Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

**7.6 Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

## 8 Liability

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under

this agreement.

## 9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

## 10 Government Data Practices and Intellectual Property Rights

**10.1 Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

### 10.2 Intellectual Property Rights.

**10.2.1 Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

### 10.2.2 Obligations

**10.2.2.1 Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

**10.2.2.2 Representation.** Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in

addition to and not exclusive of other remedies provided by law.

## 11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## 12 Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

## 13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 14 Termination; Suspension

14.1 **Termination.** The State or Commissioner of Administration may unilaterally terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

## 15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is

disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see [www.mmd.admin.state.mn.us/debarredreport.asp](http://www.mmd.admin.state.mn.us/debarredreport.asp).

- 17 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 19 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.
- 20 **Additional Provisions**  
Notwithstanding section 2.4 of this agreement, if and/or when the state-funded equipment purchased under this agreement is sold or traded in, Grantee must notify State's Authorized Representative and State will be entitled to recapture its share of the sale proceeds. State's share of the proceeds will be equivalent to the percentage of State's participation in the purchase of the equipment.

**[The remainder of this page has intentionally been left blank.]**

**STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Contract/PO No(s). \_\_\_\_\_

**GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION  
CONTRACT MANAGEMENT**

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

Date: \_\_\_\_\_







PUBLIC WORKS DIVISION  
344 WEST MAIN STREET  
MARSHALL, MN 56258-1313  
PHONE: 507-537-6773

March 29, 2024

Mr. Luke Bourassa, PE  
South Region Engineer  
MnDOT Office of Aeronautics  
395 John Ireland Boulevard | Mail Stop 410  
St. Paul, MN 55155-1800

Re: Southwest Minnesota Regional Airport / Ryan Field (MML)  
SFY 2024 Equipment Solicitation Request–Skid Loader

Mr. Bourassa:

The City of Marshall hereby requests a grant agreement for State funding for a 2024 Bobcat S76 skid loader for the Southwest Minnesota Regional Airport (MML).

The total equipment cost is \$67,474.03, less a trade-in value of \$28,750 for our 2004 Bobcat S250 machine. State funding is requested in the amount of \$27,106.82, which represents a 70% State funding share of the cost for the 2024 Bobcat S76 after trade-in.

Included with this request letter is a cost breakdown summary that identifies our costs for the purchase of this machine. In addition, we've included the signed quote sheet that was provided by Sterling Equipment & Repair, Inc., of Cottonwood, MN.

Thank you for your consideration. If you have any questions concerning this SFY 2024 grant request, please contact me at 507-537-6773 or [Jason.Anderson@ci.marshall.mn.us](mailto:Jason.Anderson@ci.marshall.mn.us).

Respectfully,

Jason R. Anderson, P.E.  
Director of Public Works/City Engineer

Cc: Dan Sherer, TKDA

Enclosures: Cost Breakdown Summary  
Signed Quote

**Airport:** Southwest Minnesota Regional Airport/Ryan Field  
**Ident:** MML  
**Sponsor:** City of Marshall  
**State Project:**  
**State Agreement #:**  
**Description:** 2024 Equipment Solicitation Request--Skid Loader  
**Version Date:** 3/27/2024

Construction	Description	Total	State Funding Rate	State	Local
	2024 Bobcat S76	\$ 67,474.03	70%	\$ 47,231.82	\$ 20,242.21
		<b>CONSTRUCTION SUBTOTAL</b>		<b>\$ 47,231.82</b>	<b>\$ 20,242.21</b>
Engineering	Description	Total		State	Local
		\$ -	0%	\$ -	\$ -
		\$ -	70%	\$ -	\$ -
	2004 Bobcat S250	\$ (28,750.00)	70%	\$ (20,125.00)	\$ (8,625.00)
		<b>ENGINEERING SUBTOTAL</b>		<b>\$ (20,125.00)</b>	<b>\$ (8,625.00)</b>
Administration	Description	Total		State	Local
		\$ -	0%	\$ -	\$ -
		\$ -	0%	\$ -	\$ -
		\$ -	70%	\$ -	\$ -
		<b>ADMINISTRATION SUBTOTAL</b>		<b>\$ -</b>	<b>\$ -</b>
		<b>Grant Amounts</b>	<b>\$ 38,724.03</b>	<b>\$ 27,106.82</b>	<b>\$ 11,617.21</b>
		<b>Grant Percentages</b>	<b>100.00%</b>	<b>70.00%</b>	<b>30.00%</b>

PROPOSAL A

March 21, 2024

TO THE HONORABLE MAYOR AND THE COMMON COUNCIL OF THE CITY OF MARSHALL, MINNESOTA

Ladies and Gentlemen:

The undersigned being familiar with all requirements and conditions hereby proposes to **FURNISH ONE (1) NEW SKIDLOADER FOR THE MARSHALL AIRPORT DEPARTMENT WITH TRADE-IN** in accordance with the base bid specifications attached hereto for the following price, to-wit:

The undersigned has completed the attached "MINIMUM SPECIFICATIONS" sheet including explanation of any items which exceed the minimum specifications.

BASE BID: ONE (1) NEW SKIDLOADER

YEAR	<u>2024</u>
MAKE	<u>Bobcat</u>
MODEL	<u>S76</u>

TRADE-IN: 2004 S250 Bobcat skid loader  
Approximately 5000 hours

BASE BID AMOUNT *	\$ <u>67,474.03</u>
LESS TRADE-IN AMOUNT	(\$ <u>28,750.00</u> )
SUBTOTAL	\$ <u>38,724.03</u>
VEHICLE TAX (EXEMPT)	\$ <u>0.00</u>
TOTAL BID AMOUNT	\$ <u>38,724.03</u>

DELIVERY DATE: June 2024

Contact Dean Coudron, Public Ways Superintendent at (507) 829-5806 regarding questions on the specifications of the new vehicle or questions/viewing of the trade-in vehicle.

In submitting this proposal, it is understood that the right is reserved by the City to reject any or all proposals, waive any informalities, and accept the bid or bids that are in the best interest of the City.

Respectfully Submitted,  
Grant Moore

OFFICIAL ADDRESS.  
Sterling Equipment & Repair, Inc.  
235 E 4th Street S  
Cottonwood MN 56229

**MINIMUM SPECIFICATIONS FOR  
ONE (1) NEW CURRENT MODEL SKID STEER FOR THE AIRPORT DEPARTMENT  
CITY OF MARSHALL, MINNESOTA**

	<b>MINIMUM SPECIFICATION</b>	<b>Meets Min. Spec? If "Yes", mark w/ "X"</b>	<b>Comments for Items Exceeding Minimum Specifications</b>
1)	Rated operating Weight 8600 lbs.	1) X	1)
2)	Tipping load 5800 lbs.	2) X	2)
3)	Rated operating capacity 2900 lbs.	3) X	3)
4)	Engine Diesel Tier 4	4) X	4)
5)	Horsepower 74 HP	5) X	5)
6)	Reversing fan	6) X	6)
7)	Travel Speed (2-speed) 11 MPH minimum	7) X	7)
8)	Ride control	8) X	8)
9)	Boom Lift - Vertical	9) X	9)
10)	Height to hitch pin. 128"	10) X	10)
11)	Dump reach at max height 37" minimum	11) X	11)
12)	Lift cylinder boom suspension and boom float with self-leveling.	12) X	12)
13)	High flow hydraulics 30.0 GPM	13) X	13)
14)	Pump Pressure – 3500 PSI	14) X	14)
15)	Auxiliary hydraulics – Flush face quick couplers with auto pressure relief	15) X	15)
16)	Auxiliary hydraulics – Variable & maximum flow adjustable	16) X	16)
17)	Cylinder cushioning- Lift, tilt	17) X	17)
18)	Selectable Hand operated controls. ISO / H Pattern	18) X	18)
19)	Parking brake	19) X	19)
20)	Attachment hookup- power quick attach	20) X	20)
21)	Self-leveling bucket	21) X	21)
22)	Engine speed control Hand and foot	22) X	22)
23)	Tires 12-16.5 12PR heavy duty	23) X	23)
24)	Deluxe cab with Heat / AC and defrost	24) X	24)
25)	Cloth fully adjustable air ride heated suspension seat with seat belts.	25) X	25)
Item 6.	entry and exit grab handles	26) X	26)

**MINIMUM SPECIFICATIONS FOR  
ONE (1) NEW CURRENT MODEL SKID STEER FOR THE AIRPORT DEPARTMENT  
CITY OF MARSHALL, MINNESOTA**

27)	12-volt Electrical system	27)	X	27)
28)	Alternator 90 amp	28)	X	28)
29)	Full instrumentation with gauges and alarms. 7" touch screen.	29)	X	29)
30)	Wipers and washer	30)	X	30)
31)	LED Lights front and rear	31)	X	31)
32)	Bluetooth radio	32)	X	32)
33)	Manual horn	33)	X	33)
34)	Backup alarm	34)	X	34)
35)	Backup camera.	35)	X	35)
36)	Strobe light.	36)	X	36)
37)	Electrical – Diagnostic Capability	37)	X	37)
38)	7 Pin connector and controls for electric attachments. Must be able to hook up to existing bobcat attachments.	38)	X	38)
39)	SMV sign	39)	X	39)
40)	74" heavy duty dirt bucket with bolt on cutting edge	40)	X	40)

Also included is all equipment normally advertised as standard equipment on the make and model bid on proposal. All other items advertised as standard equipment shall be included in the bid and furnished by the successful bidder.

Pre-Delivery: Prior to delivery, the new vehicle shall be completely serviced by the vendor in accordance with the standard new care and "Make Ready" and manufacturer's recommendations. FOB City of Marshall Airport Department.



Product Quotation  
 Quotation Number: **MB408994**  
 Quote Sent Date: **Mar 18, 2024**  
 Expiration Date: **Apr 17, 2024**

Your Bobcat Contact  
**Mason Brekke**  
 Phone:  
 E-mail: [mason.brekke@doosan.com](mailto:mason.brekke@doosan.com)

Your Customer Contact

Deliver to  
**CITY OF MARSHALL**  
 344 W MAIN ST  
 MINNEOTA, MN, 56264

Bobcat Dealer  
 Craig Kesteloot  
**Sterling Equipment & Repair, Inc.,**  
**Cottonwood, MN**  
 235 EAST 4TH STREET SOUTH  
 COTTONWOOD, , 56229

Bill to  
**NEW GOVERNMENT CUSTOMER**  
**2391333**  
 250 E Beaton Dr  
 West Fargo, ND, 58078-2656

Item Name	Item Number	Quantity	Price Each	Total
<b>S76 T4 Bobcat Skid Steer Loader</b>	M0369	1	48,078.72	48,078.72
<b>Standard Equipment:</b>				
74.0 HP Tier 4 V2 Bobcat Engine			Horn	
Auxiliary Hydraulics: Variable Flow			Instrumentation: Standard 5" Display (Rear Camera Ready) with	
Backup Alarm			Keyless Start, Engine Temperature and Fuel Gauges, Hour meter,	
Bob-Tach			RPM and Warning Indicators. Includes maintenance interval	
Bobcat Interlock Control System (BICS)			notification, fault display, job codes, quick start, auto idle, and	
Controls: Bobcat Standard			security lockouts.	
Cylinder Cushioning - Lift, Tilt			Lift Arm Support	
Engine/Hydraulic Performance De-rate Protection			Lift Path: Vertical	
Glow Plugs (Automatically Activated)			Lights, Front and Rear LED	
			Operator Cab	
			Includes: Vinyl Adjustable Vinyl Suspension Seat, Top and	
			Rear Windows, Parking Brake, Seat Bar and Seat Belt	
			Roll Over Protective Structure (ROPS) meets SAE-J1040 and	
			ISO 3471	
			Falling Object Protective Structure (FOPS) meets SAE-J1043	
			and ISO 3449, Level I; (Level II is available through Bobcat	
			Parts)	
			Vinyl suspension seat with 2-point seat belt	
			Parking Brake: Wedge Brake System	
			Tires: 12-16.5, 12PR, Bobcat Heavy Duty	
			Telematics - Machine IQ	
			Warranty: 2 years, or 2000 hours whichever occurs first	
<b>Deluxe Package</b>	M0369-P11-C12	1	11,058.48	11,058.48
<i>Included:</i> Deluxe Package:, Clear Side Auto				
HVAC Cab, Integrated Bluetooth Radio,				
Adjustable Heated Cloth Air Ride Seat,				
Power Bob-Tach, 7" Touch Display,				
Premium and Side Lights, Keyless Start,				
Two-Speed Travel, 7-Pin Attachment				
Control, Dual Direction Bucket Positioning,				
Rear Camera, Sound Reduction, Ride				
Control, 3yr Machine IQ Health & Security				
Subscription				

Selectable Joystick Controls	M0369-R01-C04	1	627.12	627.12
High-Flow Hydraulics	M0369-R03-C03	1	1,998.72	1,998.72
74" Heavy Duty Bucket	7272680	1	1,414.36	1,414.36
Bolt-On Cutting Edge, 74"	6718007	1	302.85	302.85
Reversing Fan Kit	7360690	1	1,108.28	1,108.28
Strobe Light Kit, Amber	7375339	1	281.66	281.66
Total for S76 T4 Bobcat Skid Steer Loader				<b>64,870.19</b>
SMV Kit	7447402	1	175.34	175.34
Total for SMV Kit				<b>175.34</b>

Quote Total - USD	65,045.53
Dealer P.D.I.	200.00
Freight Charges	1,325.00
Destination Charges	116.00
Dealer Assembly Charges	787.50
Discount	
<i>a 2004 Bobcat S250 with a 72" Bucket.</i>	-28,750.00
<i>4,900hrs</i>	
<b>Quote Total - USD</b>	<b>38,724.03</b>

**Comment:**

\*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

\*Prices per the Sourcewell Contract #\_040319-CEC.

\*Sourcewell Member Number (if applicable): \_\_\_\_\_

\*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

\*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. \*A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

\*Contact Holder Information: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

\*Payment Terms: Net 60 Days. Credit cards accepted.

\*Remittance address: Clark Equipment Company d/b/a Bobcat Company, P. O. Box 74007382, Chicago, IL 60674-7382

\*Questions can be submitted via email to randy.fuss@doosan.com or by phone at: 1-800-965-4232

<b>Meeting Date:</b>	Tuesday, April 9, 2024
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Project AP-003: Airport Snow Removal Equipment (SRE) Building - Acknowledgment of Acceptance of FAA Grant Agreement MML-GLG-3-27-0056-020-2024 for Funding of Airport Development
<b>Background Information:</b>	Attached is the FAA grant offer for the Bipartisan Infrastructure Law (BIL) – Airport Infrastructure Grant (AIG) Project No. 3-27-0056-020-2024. The Grant Agreement MML-GLG-3-27-0056-020-2024 for Funding of Airport Development of the Airport Snow Removal Equipment (SRE) Building is in the amount of \$832,959.00.  Please see attached “Actions Item Summary” outlining timeline of events relating to this project.
<b>Fiscal Impact:</b>	This Grant Agreement provides for FAA funding for a maximum amount of \$832,959.00. This FAA AIG grant is the first grant to come through for the SRE Building project. In the future, we expect to receive a FAA AIP grant and a MnDOT SAF grant.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendation:</b>	that the Council acknowledge acceptance and authorize execution of MML-GLG-3-27-0056-020-2024 for Funding of Airport Development of the Airport Snow Removal Equipment (SRE) Building in the amount of \$832,959.00.

03/23/2021 - Council authorized the first transfer of Airport Federal Entitlement Funds and authorized execution and filing of FAA Form 5100-110 for the transfer of \$150,000 of MML Airport 2021 Federal Entitlement Funds to Dodge Center, MN (TOB).
10/12/2021 - Council authorized acceptance of the Proposal with TKDA for a Predesign Study in the amount of \$35,000.00. <a href="#">SRE ARFF Pre Design Study - Proposal (signed).pdf</a>
03/08/2022 - Council authorized the second transfer of Airport Federal Entitlement Funds and authorized execution and filing of FAA Form 5100-110 for the transfer of \$150,000 of MML Airport 2022 Federal Entitlement Funds to Waseca, MN (ACQ).
04/26/2022 - Council authorized TKDA submittal of an FAA Grant Application in the amount of \$135,598.00. Total design cost in the request for grant funding was \$297,000.00. This total included \$7,000 in local project costs and \$35,000 reimbursement for the TKDA pre-design study.
05/10/2022 - City Council authorized acceptance of the Proposal with TKDA for Design Phase Services in the amount of \$255,000 with services under this proposal, contingent on receipt of the federal and State grant agreements. <a href="#">Marshall SRE Design Scope Letter 050222-xTKDA.pdf</a>
08/15/2022 - FAA Grant Agreement 3-27-0056-019-2022 received and electronically signed by Mayor and City Attorney.
09/13/2022 - City Council acknowledgement of FAA Grant Agreement 3-27-0056-019-2022 for Funding of Site and Building Design in the amount of \$135,598.00. <a href="#">MML-GLG-3-27-0056-019-2022-Grant Agreement (part 1) - signed.pdf</a>
09/27/2022 - Consider Resolution of Authorization to Execute MnDOT Grant Agreement No. 1051776 for funding of Site and Building Design in the amount of \$109,968.00. <a href="#">A4201-103 - MML -State Agreement -#23390525-v5.PDF</a>
10/20/2022 - Submission of 2023 Federal Grant Initiation Request to ensure eligible utilization of all Airport entitlements and indicating the project is planned to utilize both the airports AIP and AIG funding available in 2023. At the time of submission of Initiation Request, it was noted that the building design was just beginning, and the funding eligibility and prorates would be revisited prior to the grant application.
02/07/2023 - TKDA presentation of project to the Airport Commission. Commission member Ron Halgerson has served as the Airport Commission representative to the project to help review project plans and offer outside input to the project.
02/14/2023 - Project presented to Public Improvement/Transportation Committee (PI/T) for their information.
02/28/2023 - City Council authorization to advertise for bids.
04/03/2023 - Bids received. One bid was received from Sussner Construction, Inc. in the amount of \$4,346,000, which substantially exceeded the construction cost estimate of \$3,118,023 for construction costs. Total estimated project budget, including construction administration and special testing costs, was \$3,353,023. At the Airport Commission meeting on 04/04/2023, Airport Commission discussed and recommended a re-evaluation of the project scope, bidding requirements and potential cost control measures for the City's review/consideration.

04/25/2023 - PI/T recommends to City Council to reject the one bid received April 3, 2023 and authorize City staff to work with TKDA and the Airport Commission to re-evaluate the Project AP-003 bid package to ensure the project is more economical.
04/25/2023 - City Council rejected the bid received from Sussner Construction, Inc. for construction of the building. The bid received was substantially over the City's budget for the project. Council directed staff to work with TKDA and Airport Commission to re-evaluate the project AP-003 bid package with the goal of making the project more economical.
10/10/2023 - City Council authorized City staff to submit the federal grant initiation request for use of federal dollars on the Airport Snow Removal Equipment (SRE) Building Project.
10/24/2023 - City Council authorized execution of an Architectural and Engineering Services Agreement with TKDA for Bidding Phase Services for a lump sum amount of \$39,170. <a href="#">TKDA Architectural and Engineering Services SRE Building 10.24.23.pdf</a>
12/05/2023 - Project update presented to Airport Commission and PI/T.
12/12/2023 – PI/T reviews project and makes recommendation to Council.
12/12/2023 - City Council authorization to advertise for bids.
01/23/2024 – Bids received.
02/06/2024 – Airport Commission recommends award of bid to Sussner Construction, Inc. in the amount of \$2,913,100.00, per the recommendation from TKDA.
02/13/2024 - City Council authorized entering into a Professional Services Agreement with TKDA for the Airport SRE Building-Construction Phase for an amount not-to-exceed \$280,200.00, per recommendation of the Airport Commission and contingent upon State and Federal grant funding.
02/13/2024 - City Council authorized entering into a Professional Services Agreement with TKDA for the Airport SRE Building-Construction Phase for an amount not-to-exceed \$280,200.00, per recommendation of the Airport Commission and contingent upon State and Federal grant funding. <a href="#">L:\City of Marshall\Departments\Public Works\Airport\Interdepartment\CIP\AP-003 SRE-ARFF\TKDA Agreement - SRE Construction Phase 2024-02-13.pdf</a>
02/21/2024 – Request for State grant agreement submitted to MnDOT-Aeronautics.
04/09/2024 - FAA Grant Agreement MML-GLG-3-27-0056-020-2024 received and electronically signed by Mayor.
04/09/2024 - City Council acknowledgement of Bipartisan Infrastructure Law (BIL) – Airport Infrastructure Grant (AIG) FAA Grant Agreement MML-GLG-3-27-0056-020-2024 for Airport Development in the amount of \$832,959.00 (\$0.00 for planning, \$0 for land acquisition). <a href="#">L:\City of Marshall\Departments\Public Works\Airport\Interdepartment\CIP\AP-003 SRE-ARFF\MML-GLG-3-27-0056-020-2024-Grant Agreement - unsigned.pdf</a>



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Great Lakes Region  
Minnesota

Dakota-Minnesota Airports  
District Office  
6020 28th Ave S, Ste 102  
Minneapolis, MN 55450

April 9, 2024

Mr. Jason Anderson  
Public Works Director  
344 W Main St  
Marshall, MN 56258

Dear Mr. Anderson:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project **No. 3-27-0056-020-2024** at Southwest Minnesota Regional Marshall/Ryan Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.*** To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **May 9, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

***Payment.*** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

***Project Timing.*** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Kyle Sebesta, (701) 323-7390, Kyle.E.Sebesta@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



E. Lindsay Terry  
Manager



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FY 2024 AIRPORT INFRASTRUCTURE GRANT  
GRANT AGREEMENT  
Part I - Offer**

Federal Award Offer Date	April 9, 2024
Airport/Planning Area	Southwest Minnesota Regional Marshall/Ryan Field Airport
Airport Infrastructure Grant Number	3-27-0056-020-2024
Unique Entity Identifier	E2MLAH2D5XV9

TO: City of Marshall  
(herein called the "Sponsor")  
*Channeled through the State of Minnesota*

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated **April 01, 2024**, for a grant of Federal funds for a project at or associated with the Southwest Minnesota Regional Marshall/Ryan Field Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Southwest Minnesota Regional Marshall/Ryan Field Airport (herein called the "Project") consisting of the following:

**Construct/Rehabilitate/Modify/Expand Snow Removal Equipment Building (Phase 2 - Site Work)**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$832,959.**  

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):  
 \$0 for planning  
**\$832,959** for airport development or noise program implementation; and,  
 \$0 for land acquisition.
2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
  - a. Period of Performance:
    1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).
  - b. Budget Period:
    1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
  - c. Close Out and Termination
    1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **May 09, 2024**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its

information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
  - a. May not be increased for a planning project;

- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
  - 1. 15 percent; or
  - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**19. Audits for Sponsors.**

**PUBLIC SPONSORS.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

**20. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  - 1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

## 22. **Trafficking in Persons.**

- a. *Posting of contact information.*
  1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
      - a) Associated with performance under this Grant; or
      - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
  2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
1. “Employee” means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. “Private entity”:
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    - ii. Includes:
      - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
  24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated **September 21, 2020**, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
  25. **Employee Protection from Reprisal.**
    - a. Prohibition of Reprisals.
      1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
        - i. Gross mismanagement of a Federal grant;
        - ii. Gross waste of Federal funds;
        - iii. An abuse of authority relating to implementation or use of Federal funds;
        - iv. A substantial and specific danger to public health or safety; or
        - v. A violation of law, rule, or regulation related to a Federal grant.
      2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
        - i. A member of Congress or a representative of a committee of Congress;
        - ii. An Inspector General;
        - iii. The Government Accountability Office;
        - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
        - v. A court or grand jury;
        - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
        - vii. An authorized official of the Department of Justice or other law enforcement agency.
    - b. Investigation of Complaints.
      1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

## SPECIAL CONDITIONS

29. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
- a. House and maintain the equipment in a state of operational readiness on and for the airport;
  - b. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
  - c. Restrict the vehicle to on-airport use only;
  - d. Restrict the vehicle to the use for which it was intended; and
  - e. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.
30. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this Grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).
31. **Utility Relocation in Project.** The Sponsor understands and agrees that:
- a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
  - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility, which easement is perpetual or valid for the term of the project, and which includes a right of access; and
  - c. The utilities exclusively serve the Airport.
32. **Non-Federally Funded Work in Application.** The Sponsor understands and agrees that:
- a. The Project Application includes the planning and/or construction of miscellaneous concrete pads and landscaping that is not being funded with any Federal funding in this project;
  - b. Although the Sponsor has estimated a total project cost of **\$974,911**, the total allowable cost for purposes of determining Federal participation equals **\$925,511**;
  - c. It must maintain separate accounting of cost records for Federally and non-Federally funded work;
  - d. All pertinent records supporting project costs must be made available for inspection and audit by the FAA when requested; and
  - e. All non-Federally funded work is the sole responsibility of the Sponsor.
33. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor’s acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor’s acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



\_\_\_\_\_  
*(Signature)*

E. Lindsay Terry

\_\_\_\_\_  
*(Typed Name)*

Manager, FAA-DMA-ADO

\_\_\_\_\_  
*(Title of FAA Official)*

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated April 9, 2024

\_\_\_\_\_

City of Marshall

\_\_\_\_\_  
*(Name of Sponsor)*

*Robert J Byrnes*

Robert J Byrnes (Apr 9, 2024 11:35 CDT)

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:** Robert J Byrnes

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:** Mayor

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR’S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Sponsor’s Attorney)*

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## ASSURANCES

### AIRPORT SPONSORS

#### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### B. Duration and Applicability.

##### 1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### 2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### 3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.<sup>2</sup>

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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***FOOTNOTES TO ASSURANCE (C)(1)***

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

#### **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The **(City of Marshall)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for BIL projects as of April 01, 2024.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

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## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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**Sponsor:** City of Marshall

**Airport:** Southwest Minnesota Regional Airport

**Project Number:** 3-27-0056-020-2024

**Description of Work:** Construct/Rehabilitate/Modify/Expand Snow Removal Building (Phase 2 - Site Work)

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes  No  N/A

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes      No      N/A

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes      No |      N/A

Attach documentation clarifying any above item marked with "no" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

April 9, 2024

Name of Sponsor:

Name of Sponsor's Authorized Official: `{{N_es_:signer2:      fullname}}`

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: *Robert J Byrnes*  
Robert J Byrnes (Apr 9, 2024 11:35 CDT)

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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**Sponsor:** City of Marshall

**Airport:** Southwest Minnesota Regional Airport

**Project Number:** 3-27-0056-020-2024

**Description of Work:** Construct/Rehabilitate/Modify/Expand Snow Removal Building (Phase 2 - Site Work)

### Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).

Yes      No |      N/A

2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2).

Yes      No |      N/A

3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).

Yes    No    N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).

Yes No N/A

5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).

Yes No N/A

6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:

- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
- b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
- c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

Yes No N/A

7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).

Yes No N/A

8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:

- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
- b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
- c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
- d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR § 26.55).

Yes No N/A

9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:

- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
- b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
- c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

Yes No N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

Yes  No  N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes      No |      N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38)

Yes |      No |      N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order5100.38).

Yes      No |      N/A

Attach documentation clarifying any above item marked with "No" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

April 9, 2024

Name of Sponsor:

Name of Sponsor's Authorized Official: **{{N\_es\_:signer2:      fullname}}**

Title of Sponsor's Authorized Official: Mayor

**Signature** of Sponsor's Authorized Official: *Robert J Byrnes*  
Robert J Byrnes (Apr 9, 2024 11:35 CDT)

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

---

## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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**Sponsor:** City of Marshall

**Airport:** Southwest Minnesota Regional Airport

**Project Number:** 3-27-0056-020-2024

**Description of Work:** Construct/Rehabilitate/Modify/Expand Snow Removal Building (Phase 2 - Site Work)

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

Yes      No |      N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

Yes      No |      N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

Yes    No    N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

Yes      No      N/A

5. Sponsor has publicized or will publicize a RFQ that:

- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

Yes      No      N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

Yes      No      N/A

7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).

Yes      No      N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

Yes      No      N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

Yes      No      N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

Yes      No      N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).

Yes      No      N/A

12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

Yes    No    N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR§200.318(j)).

Yes | No | N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes | No | N/A

Attach documentation clarifying any above item marked with “no” response.

### Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

April 9, 2024

Name of Sponsor:

Name of Sponsor’s Authorized Official: `{{N_es_:signer2: fullname}}`

Title of Sponsor’s Authorized Official: Mayor

Signature of Sponsor’s Authorized Official: *Robert J Byrnes*  
Robert J Byrnes (Apr 9, 2024 11:35 CDT)

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

---

## Drug-Free Workplace Airport Improvement Program Sponsor Certification

---

**Sponsor:** City of Marshall

**Airport:** Southwest Minnesota Regional Airport

**Project Number:** 3-27-0056-020-2024

**Description of Work:** Construct/Rehabilitate/Modify/Expand Snow Removal Building (Phase 2 - Site Work)

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR §182.205).

Yes      No      N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The sponsor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes    No    N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR §182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes  No  N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location:

Address:

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

April 9, 2024

Name of Sponsor:

Name of Sponsor's Authorized Official: **{{N\_es\_:signer2: fullname}}**

Title of Sponsor's Authorized Official: Mayor

**Signature** of Sponsor's Authorized Official: *Robert J Byrnes*  
Robert J Byrnes (Apr 9, 2024 11:35 CDT)

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

---

**Sponsor:** City of Marshall

**Airport:** Southwest Minnesota Regional Airport

**Project Number:** 3-27-0056-020-2024

**Description of Work:** Construct/Rehabilitate/Modify/Expand Snow Removal Building (Phase 2 - Site Work)

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes  No  N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

Yes      No      N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes      No      N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes      No      N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes      No      N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes      No      N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes    No    N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes      No      N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances (41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable (2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes      No      N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

Yes      No      N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes       No       N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes       No       N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

April 9, 2024

Name of Sponsor:

Name of Sponsor's Authorized Official: **{{N\_es\_:signer2: fullname}}**

Title of Sponsor's Authorized Official: Mayor

**Signature** of Sponsor's Authorized Official: *Robert J Byrnes*  
Robert J Byrnes (Apr 9, 2024 11:35 CDT)

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

---

## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

---

**Sponsor:** City of Marshall

**Airport:** Southwest Minnesota Regional Airport

**Project Number:** 3-27-0056-020-2024

**Description of Work:** Construct/Rehabilitate/Modify/Expand Snow Removal Building (Phase 2 - Site Work)

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes      No      N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes    No    N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

Yes No N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

Yes No N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

Yes No N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

Yes No N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

Yes No N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

Yes No N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

Yes No N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

Yes No N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

Yes No N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

Yes  No  N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes | No | N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes | No | N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes | No | N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes | No | N/A

Attach documentation clarifying any above item marked with "No" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

April 9, 2024

Name of Sponsor:

Name of Sponsor's Authorized Official: **{{N\_es\_:signer2: fullname}}**

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: *Robert J Byrnes*  
Robert J Byrnes (Apr 9, 2024 11:35 CDT)

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Karla Drown
<b>Meeting Date:</b>	Tuesday, April 9, 2024
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of the bills/project payments
<b>Background Information:</b>	Staff encourage the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	The following bills and project payments be authorized for payment.



Marshall, MN

# Council Check Report

By Vendor Name

Date Range: 03/29/2024 - 04/09/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP-REG AP</b>						
6128	ACTION COMPANY LLC	04/05/2024	EFT	0.00	3,585.00	16125
2701	ANDERSON, JASON	04/05/2024	EFT	0.00	80.00	16126
3775	ANDERSON, STEVEN	04/05/2024	EFT	0.00	15.00	16127
7395	AP DESIGN, INC./NICHOLAS J SCHWARZ OR JILL	03/29/2024	EFT	0.00	53.55	16085
0630	ARCTIC GLACIER	03/29/2024	Regular	0.00	167.86	124263
0630	ARCTIC GLACIER	04/05/2024	Regular	0.00	131.52	124280
7588	ARENDS, ROBERT	03/29/2024	Regular	0.00	1,000.00	124264
0629	ARNOLD MOTOR SUPPLY, LLP	03/29/2024	EFT	12.72	623.24	16086
0629	ARNOLD MOTOR SUPPLY, LLP	04/05/2024	EFT	3.20	156.65	16128
6883	AT&T MOBILITY II LLC	03/29/2024	Regular	0.00	38.23	124265
2362	BAUMANN, ADAM	04/05/2024	EFT	0.00	30.00	16129
0688	BELLBOY CORPORATION	04/05/2024	EFT	0.00	10,082.26	16130
0689	BEND RITE CUSTOM FABRICATION, INC.	04/05/2024	Regular	0.00	244.52	124281
0699	BEVERAGE WHOLESALERS, INC.	03/29/2024	Regular	0.00	39,651.45	124266
0699	BEVERAGE WHOLESALERS, INC.	04/05/2024	Regular	0.00	25,197.91	124282
4628	BNSF	04/05/2024	Regular	0.00	2,643.37	124284
7592	BOEDIGHEIMER, ROBERT	04/05/2024	Regular	0.00	500.00	124285
0724	BOLTON & MENK INC	03/29/2024	EFT	0.00	13,041.50	16087
3829	BRAU BROTHERS	03/29/2024	EFT	0.00	108.00	16088
3829	BRAU BROTHERS	04/05/2024	EFT	0.00	368.00	16131
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	03/29/2024	Regular	0.00	7,585.91	124267
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	04/05/2024	Regular	0.00	6,217.41	124286
0186	BRUNSVOLD, QUENTIN	04/05/2024	EFT	0.00	30.00	16132
3413	BRUSVEN, KATHERINE	04/05/2024	EFT	0.00	30.00	16133
0763	BSN SPORTS LLC	04/05/2024	Regular	0.00	95.88	124288
0728	BUFFALO RIDGE CONCRETE INC	03/29/2024	EFT	0.00	5.00	16089
0204	BUYSSE, JASON	04/05/2024	EFT	0.00	30.00	16134
0216	CALLENS, DAVID	04/05/2024	EFT	0.00	30.00	16135
6791	CAPITAL ONE	03/29/2024	Regular	0.00	145.09	124268
6791	CAPITAL ONE	04/05/2024	Regular	0.00	169.84	124289
7164	CARD CONNECT/MERCHANT BANK CD	04/03/2024	Bank Draft	0.00	64.95	DFT0003798
7164	CARD CONNECT/MERCHANT BANK CD	04/03/2024	Bank Draft	0.00	421.23	DFT0003799
0815	CATTOOR OIL COMPANY, INC	04/05/2024	EFT	0.00	5,209.58	16136
0239	CAUWELS, ROGER	04/05/2024	EFT	0.00	30.00	16137
0272	COUDRON, DEAN	04/05/2024	EFT	0.00	30.00	16138
0920	CULLIGAN WATER CONDITIONING OF MARSHAL	04/05/2024	Regular	0.00	127.75	124290
0934	D & G EXCAVATING INC	04/05/2024	EFT	0.00	5,765.00	16139
3819	DACOTAH PAPER CO	03/29/2024	EFT	2.74	292.00	16090
7102	DAHLHEIMER BEVERAGE	04/05/2024	EFT	0.00	2,910.90	16140
3845	DAKOTA FLUID POWER INC.	03/29/2024	EFT	0.00	75.23	16091
3259	DEUTZ, LAUREN	04/05/2024	EFT	0.00	80.00	16141
5731	DOLL DISTRIBUTING LLC	03/29/2024	EFT	0.00	15,010.86	16092
5731	DOLL DISTRIBUTING LLC	04/05/2024	EFT	0.00	7,771.88	16142
6700	EYEMED VISION CARE	03/29/2024	Bank Draft	0.00	13.76	DFT0003773
6700	EYEMED VISION CARE	03/29/2024	Bank Draft	0.00	181.80	DFT0003774
6700	EYEMED VISION CARE	03/29/2024	Bank Draft	0.00	48.16	DFT0003775
6700	EYEMED VISION CARE	03/29/2024	Bank Draft	0.00	54.30	DFT0003776
6700	EYEMED VISION CARE	03/29/2024	Bank Draft	0.00	48.16	DFT0003777
6700	EYEMED VISION CARE	03/29/2024	Bank Draft	0.00	181.80	DFT0003778
6700	EYEMED VISION CARE	03/29/2024	Bank Draft	0.00	54.30	DFT0003779
1090	FASTENAL COMPANY	04/05/2024	EFT	0.00	253.69	16143
4656	FINANCE & COMMERCE	03/29/2024	EFT	0.00	200.00	16093
1158	GALLS INC	04/05/2024	EFT	0.00	83.95	16144
1230	HACH COMPANY	03/29/2024	EFT	0.00	57.25	16094

Council Check Report

Date Range: 03/29/2024 - 04/09/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3565	HANSON, ERIC	04/05/2024	EFT	0.00	70.00	16145
1256	HAWKINS INC	03/29/2024	EFT	0.00	308.00	16095
1256	HAWKINS INC	04/05/2024	EFT	0.00	27,880.00	16146
7021	HDR ENGINEERING, INC.	03/29/2024	Regular	0.00	4,000.00	124269
1271	HENLE PRINTING COMPANY	04/05/2024	EFT	0.00	906.97	16147
2153	HOFFMANN, RYAN	04/05/2024	EFT	0.00	384.00	16148
6324	HOOK, MATT	03/29/2024	EFT	0.00	50.00	16096
1325	ICMA RETIREMENT TRUST #300877	03/29/2024	EFT	0.00	50.00	16097
1358	INTERNAL REVENUE SERVICE	03/29/2024	Bank Draft	0.00	30,467.60	DFT0003789
1358	INTERNAL REVENUE SERVICE	03/29/2024	Bank Draft	0.00	25,241.81	DFT0003790
1358	INTERNAL REVENUE SERVICE	03/29/2024	Bank Draft	0.00	9,302.78	DFT0003791
1399	JOHNSON BROTHERS LIQUOR COMPANY	03/29/2024	EFT	0.00	8,747.37	16101
1399	JOHNSON BROTHERS LIQUOR COMPANY	04/05/2024	EFT	0.00	11,399.52	16151
2036	JOHNSON BROTHERS LIQUOR COMPANY	03/29/2024	EFT	0.00	7,117.13	16099
2036	JOHNSON BROTHERS LIQUOR COMPANY	04/05/2024	EFT	0.00	15,109.93	16150
2605	JOHNSON BROTHERS LIQUOR COMPANY	03/29/2024	EFT	0.00	467.76	16100
2605	JOHNSON BROTHERS LIQUOR COMPANY	04/05/2024	EFT	0.00	5,845.50	16152
5447	JOHNSON BROTHERS LIQUOR COMPANY	03/29/2024	EFT	0.00	1,584.80	16098
5447	JOHNSON BROTHERS LIQUOR COMPANY	04/05/2024	EFT	0.00	2,544.25	16149
1417	KENNEDY & GRAVEN, CHARTERED	04/05/2024	EFT	0.00	8,535.25	16153
5095	KIBBLE EQUIPMENT LLC	04/05/2024	EFT	0.00	48.69	16154
7393	KINNEY CREEK BREWERY	04/05/2024	EFT	0.00	267.75	16155
0785	KOPITSKI, JASON	04/05/2024	EFT	0.00	30.00	16156
2363	KRUK, CHRISTOPHER	04/05/2024	EFT	0.00	30.00	16157
7589	LACROIX, JORGE	03/29/2024	Regular	0.00	500.00	124270
1459	LAKELAND ENGINEERING EQUIPMENT COMPAN	04/05/2024	Regular	0.00	59.57	124291
7584	LAMOTE, CURTIS	03/29/2024	Regular	0.00	1,000.00	124271
7220	LARSEN, DEANNA	04/05/2024	EFT	0.00	180.00	16158
0265	LEE, JERRED	03/29/2024	EFT	0.00	676.86	16102
0265	LEE, JERRED	04/05/2024	EFT	0.00	30.00	16159
5363	LEXIPOL, LLC	04/05/2024	EFT	0.00	3,821.08	16160
1508	LOCKWOOD MOTORS INC	03/29/2024	EFT	0.00	68.37	16103
1508	LOCKWOOD MOTORS INC	04/05/2024	EFT	0.00	39.06	16161
7435	LONG, SHERRIE	03/29/2024	Regular	0.00	500.00	124272
3065	LUTHER, ERIC	04/05/2024	EFT	0.00	30.00	16162
1531	LYON COUNTY AUDITOR-TREASURER	04/05/2024	EFT	0.00	22,960.43	16163
1531	LYON COUNTY AUDITOR-TREASURER	04/05/2024	EFT	0.00	129.52	16164
1531	LYON COUNTY AUDITOR-TREASURER	04/05/2024	EFT	0.00	44,390.90	16165
1546	LYON COUNTY HISTORICAL SOCIETY	04/05/2024	Regular	0.00	7,009.25	124292
1552	LYON COUNTY RECORDER	04/05/2024	EFT	0.00	66.35	16166
1571	MADISON NATIONAL LIFE INSURANCE COMPAN	03/29/2024	EFT	0.00	1,164.67	16104
7587	MAKI, DEB	03/29/2024	Regular	0.00	100.00	124273
1576	MALLOY ELECTRIC BEARING SUPPLY	04/05/2024	Regular	0.00	323.70	124293
1616	MARSHALL CONVENTION & VISITORS BUREAU	03/29/2024	EFT	0.00	4,225.00	16105
1616	MARSHALL CONVENTION & VISITORS BUREAU	04/05/2024	EFT	0.00	7,000.00	16167
5813	MARSHALL LUMBER CO	03/29/2024	EFT	0.00	147.16	16106
5813	MARSHALL LUMBER CO	04/05/2024	EFT	0.00	164.51	16168
1633	MARSHALL MUNICIPAL UTILITIES	03/29/2024	EFT	0.00	2,186.75	16107
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	04/05/2024	EFT	0.09	4.25	16169
0933	MARSHALL, JAMES	04/05/2024	EFT	0.00	80.00	16170
7077	MEDSURETY, LLC	03/29/2024	Bank Draft	0.00	10,574.33	DFT0003785
7077	MEDSURETY, LLC	04/02/2024	Bank Draft	0.00	150.00	DFT0003801
7077	MEDSURETY, LLC	04/05/2024	Bank Draft	0.00	46.14	DFT0003803
7077	MEDSURETY, LLC	04/05/2024	Bank Draft	0.00	279.00	DFT0003804
2719	MELLENTHIN, CODY	04/05/2024	EFT	0.00	30.00	16171
0973	MEULEBROECK, ANDY	04/05/2024	EFT	0.00	30.00	16172
7593	MILLER, SAMMY JO	04/05/2024	Regular	0.00	150.00	124294
1818	MINNESOTA DEPARTMENT OF REVENUE	03/29/2024	Bank Draft	0.00	13,201.53	DFT0003792
3669	MINNESOTA STATE RETIREMENT SYSTEM	03/29/2024	Bank Draft	0.00	10,632.49	DFT0003787
1757	MN CHILD SUPPORT PAYMENT CENTER	03/29/2024	Bank Draft	0.00	386.70	DFT0003783
1757	MN CHILD SUPPORT PAYMENT CENTER	03/29/2024	Bank Draft	0.00	170.74	DFT0003784

Council Check Report

Date Range: 03/29/2024 - 04/09/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3453	MOBERG, E.J.	04/05/2024	EFT	0.00	80.00	16173
1864	MONTES ELECTRIC INC	04/05/2024	Regular	0.00	85.00	124295
2512	NATIONWIDE RETIREMENT	03/29/2024	Bank Draft	0.00	100.00	DFT0003780
1945	NORM'S GTC	03/29/2024	Regular	0.00	56.35	124274
1945	NORM'S GTC	04/05/2024	Regular	0.00	39.28	124296
1946	NORTH CENTRAL LABS	04/05/2024	EFT	0.00	256.49	16174
7166	NORTHAMERICAN BANCARD/EPX	04/02/2024	Bank Draft	0.00	10,134.26	DFT0003802
1960	NORTHERN SAFETY TECH	03/29/2024	Regular	0.00	635.10	124275
7325	NUTRITION EXCELLENCE LLC	03/29/2024	Regular	0.00	245.00	124276
5891	ONE OFFICE SOLUTION	03/29/2024	EFT	0.00	23.88	16108
5891	ONE OFFICE SOLUTION	04/05/2024	EFT	0.00	457.03	16175
3809	O'REILLY AUTOMOTIVE STORES, INC	03/29/2024	EFT	0.00	246.99	16109
3809	O'REILLY AUTOMOTIVE STORES, INC	04/05/2024	EFT	0.00	23.07	16176
2221	PARSONS, DAVE	03/29/2024	EFT	0.00	20.00	16110
1243	PATZERS INC	03/29/2024	EFT	0.00	697.96	16111
1243	PATZERS INC	04/05/2024	EFT	0.00	149.99	16177
2019	PAUSTIS WINE COMPANY	03/29/2024	EFT	0.00	1,667.50	16112
7168	PAYLIDIFY/GATEWAY SERVICES	04/05/2024	Bank Draft	0.00	13.06	DFT0003805
7163	PAYLIDIFY/MERCHANT BANK	04/03/2024	Bank Draft	0.00	717.30	DFT0003795
7163	PAYLIDIFY/MERCHANT BANK	04/03/2024	Bank Draft	0.00	60.18	DFT0003796
5707	PAYPAL INC	04/02/2024	Bank Draft	0.00	100.57	DFT0003800
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	04/05/2024	EFT	0.00	67.50	16178
2028	PERA OF MINNESOTA REG	03/29/2024	Bank Draft	0.00	58,780.80	DFT0003786
2037	PHOTOWORKS	04/05/2024	Regular	0.00	309.00	124297
2040	PIONEER	04/05/2024	EFT	0.00	2,497.50	16179
2049	PLUNKETTS PEST CONTROL INC	03/29/2024	EFT	0.00	41.82	16113
1163	PRZYBILLA, SCOTT	04/05/2024	EFT	0.00	30.00	16180
2096	QUARNSTROM & DOERING, PA	04/05/2024	EFT	0.00	12,127.21	16181
7594	QUIST, STEVEN	04/05/2024	Regular	0.00	500.00	124298
2125	RIEKE, BENJAMIN	04/05/2024	EFT	0.00	30.00	16182
0707	ROADSIDE DEVELOPERS INC	03/29/2024	Regular	0.00	250.00	124277
0707	ROADSIDE DEVELOPERS INC	04/05/2024	Regular	0.00	1,121.75	124299
1211	ROKEH, JASON	04/05/2024	EFT	0.00	30.00	16183
2201	RUNNING SUPPLY, INC	03/29/2024	EFT	0.00	86.08	16114
2201	RUNNING SUPPLY, INC	04/05/2024	EFT	0.00	309.44	16184
2470	SANDGREN, KAYLYNN	04/05/2024	EFT	0.00	30.00	16185
4939	SCP DISTRIBUTORS LLC	03/29/2024	EFT	0.00	696.78	16115
6735	SMALL LOT COOP, LLC	03/29/2024	EFT	0.00	882.12	16116
4855	SOUTHERN GLAZER'S	03/29/2024	EFT	0.00	21,179.93	16117
4855	SOUTHERN GLAZER'S	04/05/2024	EFT	0.00	9,234.67	16186
2318	SOUTHWEST SANITATION INC.	04/05/2024	EFT	0.00	3,205.54	16187
5922	SRF CONSULTING GROUP, INC.	03/29/2024	EFT	0.00	4,069.59	16118
1334	ST AUBIN, GREGORY	04/05/2024	EFT	0.00	30.00	16188
4522	ST LOUIS MRO INC.	04/05/2024	EFT	0.00	55.00	16189
1659	STELTER, GEOFFREY	04/05/2024	EFT	0.00	30.00	16190
1350	STENSRUD, PRESTON	04/05/2024	EFT	0.00	30.00	16191
2373	STREICHERS	04/05/2024	EFT	0.00	1,672.67	16192
1378	SWANSON, GREGG	04/05/2024	EFT	0.00	30.00	16193
6277	TALKING WATERS BREWING CO, LLC	04/05/2024	EFT	0.00	1,235.00	16194
7591	THARES, STEVE	04/05/2024	Regular	0.00	50.86	124300
0875	THE COMPUTER MAN INC	03/29/2024	EFT	0.00	709.00	16119
0875	THE COMPUTER MAN INC	04/05/2024	EFT	0.00	1,095.00	16195
4338	THERMAL PROCESSING SYSTEMS, INC	04/05/2024	EFT	0.00	1,099.07	16196
2428	TITAN MACHINERY	03/29/2024	EFT	0.00	9.45	16120
2428	TITAN MACHINERY	04/05/2024	EFT	0.00	146.20	16197
2429	TKDA	03/29/2024	EFT	0.00	4,950.00	16121
7184	TRANSAX/GATEWAY	04/03/2024	Bank Draft	0.00	25.10	DFT0003797
1423	TRUEDSON, SCOTT	04/05/2024	EFT	0.00	30.00	16198
5106	ULINE	04/05/2024	EFT	0.00	315.68	16199
4052	UNITED ROTARY BRUSH CORPORATION	04/05/2024	Regular	0.00	5,397.69	124301
4402	UPS	03/29/2024	Regular	0.00	7.59	124278

Council Check Report

Date Range: 03/29/2024 - 04/09/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3443	VALIC DEFERRED COMP	03/29/2024	Bank Draft	0.00	1,055.77	DFT0003781
3443	VALIC DEFERRED COMP	03/29/2024	Bank Draft	0.00	1,396.15	DFT0003782
1448	VANLEEUWE, SARA J.	04/05/2024	EFT	0.00	70.00	16200
6113	VERSA-VEND VENDING INC	03/29/2024	EFT	0.00	139.00	16122
2538	VIKING COCA COLA BOTTLING CO.	03/29/2024	EFT	0.00	407.85	16123
2538	VIKING COCA COLA BOTTLING CO.	04/05/2024	EFT	0.00	373.20	16201
4594	VINOCOPIA INC	04/05/2024	EFT	0.00	1,134.00	16202
6085	VOYA - INVESTORS CHOICE	03/29/2024	Bank Draft	0.00	2,243.26	DFT0003788
2595	WESTERN PRINT GROUP	03/29/2024	EFT	0.00	100.00	16124
7011	WIDSETH SMITH NOLTING & ASSOCIATES, INC.	03/29/2024	Regular	0.00	2,700.00	124279
2632	ZIEGLER INC	04/05/2024	EFT	0.00	67.25	16203

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	70	37	0.00	108,956.88
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	31	31	0.00	176,148.03
EFT's	231	119	18.75	316,709.83
	<b>332</b>	<b>187</b>	<b>18.75</b>	<b>601,814.74</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	70	37	0.00	108,956.88
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	31	31	0.00	176,148.03
EFT's	231	119	18.75	316,709.83
	<b>332</b>	<b>187</b>	<b>18.75</b>	<b>601,814.74</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	3/2024	314,907.27
999	POOLED CASH FUND	4/2024	286,907.47
			<b>601,814.74</b>

**CITY OF MARSHALL, MINNESOTA  
PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS**

4/9/2024

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2022 Prior Payments	2023 Prior Payments	2024 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE
CH1	494-43300-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	749,360.00	5,779,560.00	66,794.00			11,822.00	-	100.00%
ST-009	481-43300-55170	3/14/2023	W. Lyon Street/N. 3rd Street Reconstruction	R & G Construction Co.	3,845,497.31	39,670.13	3,885,167.44		3,518,016.32		35,535.52	331,615.60	91.46%
PK-092	481-45200-55120	4/11/2023	Amateur Sports Center Shelter & Storage-Ball Field	Doom & Cuyper's Construction, Inc.	171,642.00	6,078.00	177,720.00		177,000.00		-	720.00	99.59%
AP-007	480-43400-55170	2022	Crack Filling w/Sealcoat	City Staff - Street/Airport	75,000.00		75,000.00	51,540.63				23,459.37	68.72%
AP-003	482-43400-55120	2/13/2024	SRE Building	Sussner Construction	2,913,100.00		2,913,100.00					2,913,100.00	0.00%
ST-012	482-43300-55170	2/27/2024	S Whitney (E College to Jean)	D & G Excavating	1,565,706.60		1,565,706.60					1,565,706.60	0.00%
ST-001	101-43300-53425	3/26/2024	Chip Seals	Pearson Bros., Inc.	132,504.60		132,504.60					132,504.60	0.00%
ST-002	495-43300-55170	3/26/2024	Bituminous Overlay on Various City Streets	Central Specialties Inc.	610,442.88		610,442.88					610,442.88	0.00%
					<u>14,344,093.39</u>	<u>795,108.13</u>	<u>15,139,201.52</u>	<u>118,334.63</u>	<u>3,695,016.32</u>	<u>0.00</u>	<u>0.00</u>	<u>47,357.52</u>	<u>5,577,549.05</u>

<b>Presenter:</b>	Preston Stensrud
<b>Meeting Date:</b>	Tuesday, April 9, 2024
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Authorization of Roof Replacements at Independence and Freedom Park
<b>Background Information:</b>	<p>Two roof replacements are included in the 2024 Building Maintenance Budget for the Parks Department – the two buildings are the warming house/storage building at Independence Park and the picnic shelter at Freedom Park.</p> <p>Quotes for both projects were received from three local contractors:</p> <p>Freedom Park Shelter:  James Lozinski Construction - \$4,240.00  Strand Home Services - \$5,600.00  Adelmann Construction LLC - \$5,316.00</p> <p>Independence Park Storage Building:  James Lozinski Construction - \$2,385.00  Strand Home Services - \$4,100.00  Adelmann Construction LLC - \$3,120.00</p> <p>Pursuant to Minnesota statutes, the governing body of any city may contract for goods or services that do not exceed the competitive bidding threshold with a council member if the council member discloses the conflict and it is approved by a unanimous vote.</p> <p>The total cost of both projects, if awarded, would be \$6,625.00. \$8,000 is currently budgeted for the completion of these projects.</p>
<b>Fiscal Impact:</b>	\$6,625.00 from the Building Maintenance budget for the Parks Department.
<b>Alternative/Variations:</b>	None recommended
<b>Recommendations:</b>	Authorize staff to work with James Lozinski Construction for the completion of these roofing projects at Independence and Freedom Park.

**RESOLUTION NO. 24-039**

**A RESOLUTION TO CONTRACT WITH A CITY OFFICIAL.**

Whereas, the City of Marshall desires to purchase the following: Labor for re-roofing the warming house/storage shed at Independence Park and re-roofing the picnic shelter at Freedom Park.

And Whereas, James Lozinski is a council member of the City and will be financially interested in the contract; and

Whereas, it is determined that the contract price of \$6,625.00 is as low as, or lower than, the price at which the goods can be obtained elsewhere at this time; and

Whereas, the contract is not one that is required to be competitively bid; and

Whereas, Section 12.03 of the City of Marshall Charter states no officer of the City who is authorized to take part in any manner in any contract with the City shall voluntarily have a personal financial interest in such contract or personally benefit financially therefrom other than as allowed by state law; and

Whereas, Minnesota Statutes Section 471.89 allows the City to contract with a city official when the Council authorizes the contract in advance of the contract's payment; and

Whereas, the Resolution includes the essential facts and determine that the contract price is as low as or lower than the price at which the services could be obtained elsewhere and the City Official has agreed to submit an affidavit of conflict at the time of this Resolution setting forth the proposal and amount, and will submit an additional affidavit before payment to reflect any change orders, if any; and

Whereas, Council Member Lozinski has submitted the necessary affidavit.

**NOW THEREFORE**, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MARSHALL, MINNESOTA AS FOLLOWS:

That the Parks and Recreation Superintendent is directed to make the above-mentioned purchase on behalf of the city from James Lozinski Construction for a price of \$6,625.00

It is also resolved that the mayor and city clerk are directed to issue an order-check to pay the claim on the filing of an affidavit of official interest by the interested official.

Passed by the unanimous vote of the City Council of Marshall, Minnesota this 9<sup>th</sup> day of April 2024.

\_\_\_\_\_  
Mayor

Attested:

\_\_\_\_\_  
City Clerk

## Affidavit of Official Interest in Claim

STATE OF MINNESOTA    )

COUNTY OF LYON         )

I, James Lozinski, being duly sworn state the following:

- 1)     I am a council member of the city of Marshall, Minnesota.
  
- 2)     On February 18, 2024, the following quotes for re-roofing shed at Independence Park and shelter at Freedom Park were furnished by James Lozinski Construction to the City of Marshall:
  
- 3)     The proposed quote for Independence Park was \$\$2,385.00 and the proposed quote for Freedom Park was \$4,240.00.
  
- 4)     At the time of this proposal to the city, I had the following personal financial interest in this contract:

To the best of my knowledge and belief, the price quoted is as low as, or lower than the price at which the services could be obtained from other sources.

I further state that this affidavit constitutes a claim against the city for the contract price, that the claim is just and correct, and that no part of the claim has been paid.

\_\_\_\_\_  
Name of the official

Subscribed and sworn to before me this \_\_\_\_\_ day of April, 2024.

\_\_\_\_\_

*The affidavit must be signed by a notary.*

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, April 9, 2024
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Amendments to Ordinance Ch. 22 Article IV Mobile Food Units and Carts
<b>Background Information:</b>	<p>As the popularity of food trucks and carts increased some concerns were raised to city staff regarding location and duration. Regulating Mobile Food Units and Carts within the city will help create equity for our brick-and-mortar restaurants that pay property taxes and contribute to our local economy.</p> <p>Under the current ordinance, any mobile food vendor operating within city limits was not required to have a license or register with the city if they did not operate for more than 21 days in a calendar year. Tracking and validation of operating days for mobile food vendors became difficult. So, staff are recommending that all food vendors register and the number of days for a temporary license be reduced from 21 days to 7 days before a full city license is needed. Staff are also making recommendations that food trucks are not allowed within the public right-of-way where parking is permitted to address safety and parking concerns. Food trucks would be limited to private parking lots, and based on observation many food trucks already operate within private parking lots.</p> <p>As mentioned because of the popularity of food trucks staff did not want to discourage food truck vendors and have added language for special events or community festivals designated by the city, such as Sounds of Summer or World Fest to encourage participation by reducing the amount of paperwork. Through the ordinance review process, it was also found that ice cream trucks, although seen very infrequently, were essentially prohibited from operating within city limits. Language has been added to address ice cream trucks, because of the more transitory nature of ice cream trucks compared to stationary food trucks special exemptions needed to be called out.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	To adopt Ordinance 24-005 amending Ch. 22 Article IV Mobile Food Units and Cart and to authorize its summary publication pursuant to MN Statute 412.191.

**CITY OF MARSHALL  
ORDINANCE 24-005**

**AN ORDINANCE AMENDING CHAPTER 22 ARTICLE IV MOBILE FOOD UNITS  
AND FOOD CARTS**

The Common Council of the City of Marshall do ordain:

**SECTION 1:**AMENDMENT “Section 22-93 License Requirement” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 22-93 License Requirement

- (a) *Type of license.* No person or business shall conduct business as either a mobile food unit or food cart without first obtaining a license from the city. An annual license allows mobile food unit or food cart operations in the city for any number of days within the license period. A temporary license allows mobile food units or food carts to operate for a period less than seven (7) days in a calendar year.~~over 21 days during any calendar year. A mobile food unit or food cart operating 21 days or less shall follow state regulations. No city license is necessary to operate for 21 days or less in any calendar year.~~ An annual license may be issued with no fee to a brick-and-mortar restaurant located~~No city license is necessary to operate if in conjunction with a permanent business~~ within the City of Marshall as defined under Minn. Stat. ch. 157 or Minn. Stat. ch. 28A.
- (1) Mobile food units or food carts operating under a special event permit issued by the city or as a community festival designated by the city are exempt from license requirements at the location, and for the duration of the event or festival.
- (2) Mobile food units or food carts participating in the Lyon County Fair at the Lyon County Fairgrounds are exempt for the duration of the Lyon County Fair.
- (b) *License fees.* Fees for annual licenses are set forth in the city's fee schedule.
- (c) *Application information requirements.* An applicant must complete the application and provide all required information to the city clerk ~~whether a license is required or is not required~~. An application shall be filed, along with the required fee, with the city clerk. The applicant must be the owner of the mobile food unit or food cart. The application shall be made on a form supplied by the city and shall contain information requested by the city, including the following:
- (1) Name of the owner and operator, if different than the owner, of the mobile food unit or food cart and permanent and temporary home and business addresses;

- (2) A description of the nature of the business, the goods to be sold and the license plate number and description for any motorized or unmotorized vehicle to be used in conjunction with the activity;
- (3) A phone number and email address of the applicant, with a designation of a preferred mailing address for notices related to the license;
- (4) The name, address and contact information for the brick-and-mortar restaurant commissary with which the mobile food unit or food cart is affiliated, if applicable;
- (5) A certificate of insurance by an insurance company authorized to do business in the State of Minnesota ~~shall meet~~which meets the following requirements:
  - a. Commercial general liability insurance, with a limit of not less than \$1,000,000.00 each occurrence. If such insurance contains an annual aggregate limit, the annual aggregate limit shall be not less than \$2,000,000.00;
  - b. Workers compensation insurance (statutory limits) or evidence of exemption from state law; ~~and~~;
  - c. The city shall be endorsed as an additional insured on the certificate of insurance and the umbrella/excess insurance if the applicant intends to operate its mobile food unit or food cart on public property; ~~and~~
  - d. ~~The certificate of insurance must contain a~~A provision requiring notification be sent to the city should the policy be cancelled before its stated expiration date;.
- (6) ~~Written~~If the mobile food unit or food cart is located on private property, then written consent of ~~each~~the private property owner(s) is required from which mobile food unit or food cart sales will be conducted;
- (7) If the mobile food unit or food cart will be located on city property or public right-of-way, a signed statement that the licensee shall hold harmless the city and its officers and employees, and shall indemnify the city and its officers and employees for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the license;
- (8) A copy of each related license or permit if applicable issued by the State of Minnesota required to operate a mobile food unit or food cart; and,
- (9) A copy of the applicant's state sales tax ID number.

~~(Ord. No. 744 2nd series, § 1, 10-22-2019)~~

~~State law reference(s) — Mobile food unit, Minn. Stat. 157.15, subd. 9.~~

**SECTION 2:**AMENDMENT “Section 22-94 Conditions Of Licensing” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 22-94 Conditions Of ~~Licensing~~Operating

A mobile food unit or food cart may only operate if compliant with the following:

- (a) *Locations.* A mobile food unit or food cart may only operate in the locations set forth in this subpart. A mobile food unit or food cart must be placed on either concrete or bituminous surfaces unless otherwise approved by the city and may ~~only~~ operate:
- (1) ~~i~~In commercial and industrial zoning districts on private property with written consent of the private property owner.
  - (2) In residential zoning districts, if the mobile food unit or food cart is on or directly adjacent private property operating for private catering purposes (sales not open to the general public) with the consent of the private property owner, unless the mobile food unit is an Ice Cream Truck as defined herein. Ice Cream Trucks may operate in the public right of way of residential zoning district, and must be placed on either concrete or bituminous surfaces unless otherwise approved by the city.
  - (3) ~~In the public right away where parking is permitted.~~
  - (4) At special events permitted by the city or community festivals designated by the city council. ~~Written approval from the adjacent property owner must be obtained before approval of a license.~~
  - (5) ~~On private property:~~
    - a. ~~With written consent of the private property owner.~~
  - (6) ~~When operations occur on private residential property, mobile food unit or food cart sales may only be for catering purposes (such as a private graduation party or wedding) and may not be open for sales to the general public.~~
  - (7) ~~A mobile food unit or food cart may only operate i~~In a city park or on city property with the prior written approval of the city; additional permits may be required for such operations.
- (b) *Ice Cream Trucks.* Ice Cream Trucks are defined as a type of mobile food unit utilized as the point of retail sale of pre-packaged ice cream, frozen yogurt, frozen custard, flavored frozen water, or similar frozen dessert products.
- (1) Ice Cream Trucks are subject to the same performance standards as a mobile food unit or food cart. Ice Cream Trucks may operate within the public right of way of residential zoning districts, but may not be stationary when vending within said public right of way for a period of more than ten minutes.
- (c) *Performance standards.* A mobile food unit or food cart licensee is subject to the following performance standards.
- (1) Applicable license fee shall be paid.
  - (2) A mobile food unit or food cart shall be operated in strict compliance with the laws, rules and regulations of the United States, State of Minnesota and the City of Marshall.
  - (3) Wastewater may not be drained into city storm water drains.
  - (4) A mobile food unit or food cart shall provide and maintain at least one clearly designated waste container for customer use per each food cart or mobile food unit. The operator of a mobile food unit or food cart is responsible for daily

- removal of trash, litter, recycling and refuse. Public trash cans shall not be used to dispose of waste generated by the operation. The operator shall provide a garbage receptacle with a tight-fitting lid. The receptacle shall be easily accessible for customer use and located within five feet of the unit.
- (5) If a mobile food unit must provide a power supply it shall be screened from public view and ~~that complies~~ with pertinent city noise regulations.
  - (6) A mobile food unit or food cart may operate between 7:00 a.m. and 10:30 p.m. and if issued a special event permit may operate between 10:30 p.m. to 1:30 a.m. in designated ~~downtown~~ areas, and must not create any unnecessary noise, disturbances or disrupt public traffic or safety in any way. An exemption to hours may be authorized by city council on a per event basis.
  - (7) A mobile food unit or food cart shall be allowed to set up one hour prior to conducting food vending and shall exit from the site within one hour of the close of conducting business.
    - a. A mobile food unit or food cart operating under a special event permit may remain overnight at the location and for the duration of a special event or community festival permitted or designated by the city. ~~on private property in commercial and industrial zoned districts after conducting business with permission from the property owner~~
  - (8) A mobile food unit or food cart may have a maximum footprint of 300 square feet unless otherwise approved by the city.
    - a. ~~A mobile food unit or food cart may be restricted to operate only on private property if it exceeds a maximum footprint of 300 square feet.~~
  - (9) If a mobile food unit or food cart are operating in the public right-of-way, interactions between a mobile food unit or food cart and a consumer must take place between the mobile food unit or food cart and the curb away from traffic.
  - (10) Mobile food units cannot obstruct the movement of pedestrians or vehicles or pose a hazard to public safety.
  - (11) A mobile food unit or food cart must not occupy more than two parallel parking spots or no more than four diagonal/horizontal parking spots if operating within the public right-of-way.
  - (12) Operators must clean around their mobile food unit or food cart at the end of each day and the mobile food unit or food cart must be kept in good repair and have a neat appearance.
  - (13) A mobile food unit or food cart operator must be licensed by the Minnesota Department of Health and Proof of the Minnesota Department of Health licensing must be provided and posted on the mobile food unit or food cart.
  - (14) A mobile food unit or food cart must comply with any applicable fire department food truck requirements.
  - (15) An out of service mobile food unit or food cart stored within the city must comply with all applicable ~~zoning~~ ordinance requirements.
  - (16) A mobile food unit or food cart may operate on private property in any residential zoned districts for a "one-time" event for catering purposes only.
  - (17) A mobile food unit or food cart may not operate within 100 feet from the

public entrance to any restaurant and/or any portion of a restaurant's outdoor dining area during that restaurant's hours of operation unless the licensee obtains written permission from the restaurant owner/manager.

- (18) A mobile food unit or food cart may not operate in city-owned parking lots, except those parking lots adjacent to or inside a city park with the prior written approval of the city.
- (d) *Non-transferable license.* A mobile food unit or food cart license is non-transferable. Proof of all required licenses shall be displayed at all times in the mobile food unit or food cart.
- (e) *Practices prohibited.* It is unlawful for any person engaged in the business of a mobile food unit or food cart operation to do any of the following:
  - (1) Call attention to that licensee's business by crying out, blowing a horn, ringing a bell, loud music or by any loud or unusual noise;
    - a. Mobile food units or food carts that are not stationary longer than 10 minutes are exempt, but must follow applicable ordinance Section 42-89 Loud Noises.
    - b. Ice Cream Trucks may play music or use bells as long as either complies with Section 42-89.
  - (2) Fail to display proof of license and produce valid identification when requested;
  - (3) Leave a mobile food unit or food cart unattended or at an authorized location outside allowed hours of operation;
    - a. A mobile food unit or food cart may be exempt from this requirement following sec. b (7) a.
  - (4) Operate the mobile food unit or food cart in or on public sidewalks or trails;
  - (5) Allow a mobile food unit or food cart to remain on the property of another when asked to leave;
  - (6) Obstruct the ingress or egress from commercial buildings during the building hours of operation;
  - (7) Claim endorsements by the city; or
  - (8) Conduct business in any manner as to create a threat to the health, safety, and welfare of a specific individual or the general public.

(Ord. No. 744 2nd series, § 1, 10-22-2019)

**SECTION 3:            AMENDMENT** “Section 22-95 Suspension Or Revocation Of A License.” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 22-95 Suspension Or Revocation Of A License.

A license issued pursuant to this article may be suspended by the city if the licensee has violated the terms of this article, or is otherwise conducting business in such a manner as to constitute a breach of the peace, fraudulent conduct, or any other conduct that is prohibited by local, state or federal laws or regulations. Falsification of information required for a license is also grounds for denial, suspension or revocation of a license. The license shall be ~~automatically~~ revoked if the licensee does not adhere to the corrective action required by the citation issued~~file an appeal~~ pursuant to City of Marshall Ordinance Chapter 2-VII Administrative Citations~~this section~~. When taking action on any license issued under this section, the city shall provide the licensee with ~~verbal or~~ written notice of the violation. A licensee may appeal pursuant to the administrative procedure process set forth in the City of Marshall City Code.~~The notice shall inform the licensee of its right to be heard before the city council. The notice shall also inform the licensee that the license shall be automatically revoked if no appeal is filed within 21 days of the date of the notice by the city. Verbal notice shall be confirmed within five days by a mailed written notice to the licensee. The city council shall not conduct a hearing on a suspension or revocation unless a request is made by the applicant for an appeal prior to the next city council meeting. No city council resolution or other notice calling for a hearing shall be required.~~

(Ord. No. 744 2nd series, § 1, 10-22-2019)

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Robert Byrnes, Mayor, City of  
Marshall

\_\_\_\_\_  
Steven Anderson, City Clerk, City of  
Marshall

**SUMMARY ORDINANCE NUMBER 24-005**

**AN ORDINANCE AMENDING CH. 22 ARTICLE IV MOBILE FOOD UNITS AND CARTS**

The Common Council of the City of Marshall do ordain as follows:

Section 1: City Code of Ordinances, Chapter 22-IV Mobile Food Units and Carts is hereby amended in summary as follows:

Mobile food units and carts will be required to register with the City of Marshall and temporary license periods will be reduced from 21 days to seven. Mobile food units and carts are also limited to operating only on private property and must vacate the private property each night unless a special event permit was authorized by the city. A special provision was also added to allow ice cream trucks to operate in residential areas, where it was previously prohibited.

Section 2: It is hereby determined that publication of this Title and Summary Ordinance will clearly inform the public of the intent and effect of Ordinance No. 24-005.

It is hereby directed that only the above Title and Summary of Ordinance No. 24-005 be published conforming to Minnesota Statutes §331A.01 with the following:

**NOTICE**

Persons interested in reviewing a complete copy of the Ordinance may do so online at [ci.marshall.mn.us](http://ci.marshall.mn.us) or at the office of the City Clerk, City Offices, 344 West Main Street, Marshall, Minnesota 56258.

Section 3: This Ordinance shall take effect after its passage and summary publication.

Passed and adopted by the Common Council this 9<sup>th</sup> day of April 2024.

THE COMMON COUNCIL  
Robert Byrnes  
Mayor of the City of Marshall, MN

ATTEST:  
Steven Anderson  
City Clerk

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	E.J. Moberg													
<b>Meeting Date:</b>	Tuesday, April 9, 2024													
<b>Category:</b>	NEW BUSINESS													
<b>Type:</b>	ACTION													
<b>Subject:</b>	Consider Resolution Awarding the Sale of General Obligation Bonds, Series 2024A and Resolution Awarding the Sale of General Obligation Grant Anticipation Notes, Series 2024B													
<b>Background Information:</b>	<p>Following this Agenda Item Report is the initial draft of resolutions awarding the sale of the Bonds and Grant Anticipation Notes (GAN), which are to be considered tonight by the Council. After the sale of the obligations at 10:30 AM on Tuesday, April 9th, Kennedy &amp; Graven (bond counsel) will update the Award Resolutions with the post-sale information received from Baker Tilly and an updated version will be provided at or in advance of the Council meeting.</p> <p>Director of Administrative Services E.J. Moberg, along with Mikaela Huot, from BakerTilly Municipal Advisors, will present the findings from the bond sale.</p> <p>Timeline:</p> <table border="1"> <thead> <tr> <th>Date</th> <th>Event</th> </tr> </thead> <tbody> <tr> <td>April 9</td> <td>Sale of bonds at 10:30 AM and consideration of the award at the Council meeting</td> </tr> <tr> <td>On or before April 16</td> <td>Distribution of Final Official Statement</td> </tr> <tr> <td>April 29</td> <td>Draft closing memorandum circulated for review</td> </tr> <tr> <td>May 2</td> <td>Final closing memorandum distributed</td> </tr> <tr> <td>May 9</td> <td>Receipt of proceeds and settlement of the bonds</td> </tr> </tbody> </table>		Date	Event	April 9	Sale of bonds at 10:30 AM and consideration of the award at the Council meeting	On or before April 16	Distribution of Final Official Statement	April 29	Draft closing memorandum circulated for review	May 2	Final closing memorandum distributed	May 9	Receipt of proceeds and settlement of the bonds
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May 9	Receipt of proceeds and settlement of the bonds													
<b>Fiscal Impact:</b>														
<b>Alternative/ Variations:</b>														
<b>Recommendations:</b>	Approve the Resolution Awarding the Sale of General Obligation Bonds, Series 2024A and Approve the Resolution Awarding the Sale of General Obligation Grant Anticipation Notes, Series 2024B													

**EXTRACT OF MINUTES OF MEETING OF THE  
COUNCIL OF THE CITY OF MARSHALL  
LYON COUNTY, MINNESOTA**

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Marshall, Minnesota, was duly held at the City Hall in said City on Tuesday, April 9, 2024, commencing at 5:30 p.m.

The following members were present:

and the following were absent:

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's General Obligation Bonds, Series 2024A, proposed to be issued in the original aggregate principal amount of \$3,580,000.

The City Administrator presented a tabulation of the proposals that had been received in the manner specified in the Terms of Proposal for the Bonds. The tabulation of the proposals are as set forth in EXHIBIT A attached.

After due consideration of the proposals, Council Member \_\_\_\_\_ introduced the following written Resolution No. \_\_\_\_\_, attached hereto and moved its adoption. The motion for the adoption of the resolution was duly seconded by Council Member \_\_\_\_\_ and upon a vote being taken thereon, the following Council Members voted AYE:

and the following voted NAY:

Passed, adopted, approved and filed this 9th day of April, 2024.

**CITY OF MARSHALL, MINNESOTA**

**RESOLUTION NO. 24-040**

**AWARDING THE SALE OF GENERAL OBLIGATION BONDS, SERIES 2024A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$3,580,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT**

BE IT RESOLVED by the City Council of the City of Marshall (the “Council”), Lyon County, Minnesota (the “City”) as follows:

Section 1. Findings; Sale of Bonds.

1.01. Authorization for Sale of Bonds. Pursuant to a resolution adopted by the Council on March 12, 2024, the City authorized the sale of its General Obligation Bonds, Series 2024A (the “Bonds”), for the following purposes:

(a) to finance certain street reconstruction described in a five-year street reconstruction plan, adopted by the Council on January 9, 2024, including the project designated by the City as the South Whitney Street Reconstruction Project (from East College Drive to Jean Avenue) (the “Street Reconstruction”), pursuant to Minnesota Statutes, Chapter 475, as amended, specifically Section 475.58, subdivision 3b (collectively, the “Street Reconstruction Act”);

(b) to finance certain public improvements, including parking lot improvements and other improvements to facilities within city parks, including Independence Park and Legion Field (the “Public Improvements” or “Abatement Project”), pursuant to Minnesota Statutes, Chapter 475, and Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (collectively, the “Abatement Act”), and a resolution adopted by the Council on January 9, 2024 following a duly noticed public hearing, approving a property tax abatement (the “Abatements”) for certain property in the City (the “Abatement Parcels”) over a period of ten (10) years, in an amount not to exceed \$600,000;

(c) to finance certain assessable public improvements within the City, including the projects designated by the City as Project ST-01, Lyon Circle Reconstruction (the “Assessable Improvements”), pursuant to Minnesota Statutes, Chapters 475 and 429, as amended (collectively, the “Improvement Act”); and

(d) to finance certain improvements to the Southwest Minnesota Regional Airport (the “Airport”), including replacement of the instrument landing system (ILS), site preparation for and the construction of a new snow removal equipment (SRE) and maintenance equipment storage building, and acquisition of the Helena Chemical property (the “Airport Improvements”), pursuant to Minnesota Statutes, Chapter 475, as amended, and Minnesota Statutes, Sections 360.011 to 360.076, as amended, including in particular, Section 360.036 (collectively, the “Airport Act”).

1.02. Award to the Purchaser and Interest Rates. The proposal of Stifel, Nicolaus & Company, Incorporated, Birmingham, Alabama, as syndicate manager (the “Purchaser”) to purchase the Bonds is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$3,981,850.92 (par amount of \$3,580,000.00, plus original issue premium of

\$425,819.60, less underwriter’s discount of \$ \$23,968.68), plus accrued interest to date of delivery, if any, for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2026	5.00%	2031	5.00%
2027	5.00	2032	5.00
2028	5.00	2033	5.00
2029	5.00	2034	5.00
2030	5.00	2035	5.00

True interest cost: 3.0708474%

1.03. Purchase Contract. The amount proposed by the Purchaser in excess of the minimum bid shall be credited to the accounts of the Debt Service Fund hereinafter created or deposited in the accounts of the Construction Fund hereinafter created, as determined by the Finance Director of the City (the “Finance Director”) in consultation with Baker Tilly Municipal Advisors, LLC, the City’s municipal advisor (the “Municipal Advisor”). The Finance Director is directed to deposit the good faith check or deposit of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith deposits of the unsuccessful proposers. The Mayor and City Administrator of the City (the “Mayor” and “City Administrator”) are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Street Reconstruction Act, the Abatement Act, the Improvement Act, and the Airport Act (collectively, the “Act”) in the original aggregate principal amount of \$3,580,000, originally dated the date of delivery (currently anticipated to be May 9, 2024), in fully registered form in denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1, and upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2026	\$295,000	2031	\$360,000
2027	305,000	2032	380,000
2028	315,000	2033	400,000
2029	330,000	2034	420,000
2030	345,000	2035	430,000

(a) \$1,395,000 of the Bonds (the “Street Reconstruction Bonds”), maturing on February 1 in the years and amounts set forth below, are being used to finance the Street Reconstruction:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2026	\$120,000	2031	\$140,000
2027	120,000	2032	145,000
2028	125,000	2033	155,000
2029	130,000	2034	160,000
2030	135,000	2035	165,000

(b) \$540,000 of the Bonds (the “Abatement Bonds”), maturing on February 1 in the years and amounts set forth below, are being used to finance the Abatement Project:

Year	Amount	Year	Amount
2026	\$45,000	2031	\$55,000
2027	45,000	2032	60,000
2028	45,000	2033	60,000
2029	50,000	2034	65,000
2030	50,000	2035	65,000

(c) \$265,000 of the Bonds (the “Improvement Bonds”), maturing on February 1 in the years and amounts set forth below, are being used to finance the Assessable Improvements:

Year	Amount	Year	Amount
2026	\$20,000	2031	\$25,000
2027	25,000	2032	30,000
2028	25,000	2033	30,000
2029	25,000	2034	30,000
2030	25,000	2035	30,000

(d) The remainder of the Bonds, in the amount of \$1,380,000 (the “Airport Bonds”), maturing on February 1 in the years and amounts set forth below, are being used to finance the Airport Improvements:

Year	Amount	Year	Amount
2026	\$110,000	2031	\$140,000
2027	115,000	2032	145,000
2028	120,000	2033	155,000
2029	125,000	2034	165,000
2030	135,000	2035	170,000

1.05. Optional Redemption. The City may elect on February 1, 2033, and on any day thereafter to prepay Bonds due on or after February 1, 2034. 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 will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) 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. Prepayments will be at a price of par plus accrued interest.

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check, draft, or wire issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year,

commencing February 1, 2025, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred, or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will 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 preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will 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 a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is 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 payments so made to the registered owner or upon the owner’s order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

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

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver any new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for a 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 and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must 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 is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as the initial Registrar. The Mayor and the 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 authorized by law to conduct such business, the resulting corporation is 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 upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the City Administrator must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved, or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not 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 has been duly 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 a Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the City Administrator will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

### Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form as attached hereto as EXHIBIT B.

3.02. Approving Legal Opinion. The City Administrator is directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which is to be complete except as to dating thereof and to cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds are payable from the General Obligation Bonds, Series 2024A Debt Service Fund (the “Debt Service Fund”) hereby created. The Debt Service Fund shall be administered and maintained by the Finance Director as a bookkeeping fund separate and apart from all other funds maintained in the official financial records of the City. The City will maintain the following accounts in the Debt Service Fund: the “Street Reconstruction Bonds Account,” the “Abatement Bonds Account,” “Improvement Bonds Account,” and the “Airport Bonds Account.” Amounts in the Street Reconstruction Bonds Account are irrevocably pledged to the Street Reconstruction Bonds, amounts in the Abatement Bonds Account are irrevocably pledged to the Abatement Bonds, amounts in the Improvement Bonds Account are irrevocably pledged to the Improvement Bonds and amounts in the Airport Bonds Account are irrevocably pledged to the Airport Bonds.

(a) Street Reconstruction Bonds Account. Ad valorem taxes herein levied for the payment of the principal of, premium, if any, and interest on the Street Reconstruction Bonds are hereby pledged to the Street Reconstruction Bonds Account of the Debt Service Fund. A portion of the proceeds of the Street Reconstruction Bonds and/or other funds of the City shall be deposited in the Street Reconstruction Bonds Account of the Debt Service Fund and shall be applied to the payment of the first interest payment due on the Street Reconstruction Bonds on February 1, 2025. There is hereby appropriated to the Street Reconstruction Bonds Account of the Debt Service Fund all investment earnings on amounts in the Street Reconstruction Bonds Account of the Debt Service Fund and any other funds of the City for the payment of the principal of, premium, if any, and interest on the Street Reconstruction Bonds. There is also appropriated to the Street Reconstruction Bonds Account of the Debt Service Fund a pro rata portion of (i) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (ii) accrued interest, if any.

(b) Abatement Bonds Account. Abatements from the Abatement Parcels and ad valorem taxes levied for the payment of interest on the Abatement Bonds are hereby pledged to the Abatement Bonds Account of the Debt Service Fund. A portion of the proceeds of the Abatement Bonds and/or other funds of the City shall be deposited in the Abatement Bonds Account of the Debt Service Fund and shall be applied to the payment of the first interest payment due on the Abatement Bonds on February 1, 2025. There is hereby appropriated to the Abatement Bonds Account of the Debt Service Fund all investment earnings on amounts in the Abatement Bonds Account of the Debt Service Fund and any other funds of the City for the payment of the principal of, premium, if any, and interest on the Abatement Bonds. There is also appropriated to the Abatement Bonds Account of the Debt Service Fund a pro rata portion of (i) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (ii) accrued interest, if any.

(c) Improvement Bonds Account. Proceeds of special assessments imposed on properties in the City specially benefited by the Assessable Improvements (the “Assessments”) and ad valorem taxes hereinafter levied are hereby pledged to the Improvement Bonds Account of the Debt Service Fund. A portion of the proceeds of the Improvement Bonds and/or other funds of the City shall be deposited in the Improvement Bonds Account of the Debt Service Fund and shall be applied to the payment of the first interest payment due on the Improvement Bonds on February 1, 2025. There is hereby appropriated to the Improvement Bonds Account of the Debt Service Fund

all investment earnings on amounts in the Improvement Bonds Account of the Debt Service Fund and any other funds of the City for the payment of the principal of, premium, if any, and interest on the Improvement Bonds. There is also appropriated to the Improvement Bonds Account of the Debt Service Fund a pro rata portion of (i) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (ii) accrued interest, if any.

(d) Airport Bonds Account. Ad valorem taxes herein levied for the payment of the principal of, premium, if any, and interest on the Airport Bonds are hereby pledged to the Airport Bonds Account of the Debt Service Fund. A portion of the proceeds of the Airport Bonds or other funds of the City shall be deposited in the Airport Bonds Account of the Debt Service Fund and shall be applied to the payment of the first interest payment due on the Airport Bonds on February 1, 2025. There is hereby appropriated to the Airport Bonds Account of the Debt Service Fund all investment earnings on amounts in the Airport Bonds Account of the Debt Service Fund and any other funds of the City for the payment of the principal of, premium, if any, and interest on the Airport Bonds. There is also appropriated to the Airport Bonds Account of the Debt Service Fund a pro rata portion of (i) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (ii) accrued interest, if any

4.02. Construction Fund. The City hereby creates the General Obligation Bonds, Series 2024A Construction Fund (the “Construction Fund”). The City will maintain the following accounts in the Construction Fund: the “Street Reconstruction Account,” the “Abatement Project Account,” the “Assessable Improvements Account,” and the “Airport Improvements Account.”

(a) Street Reconstruction Account. Proceeds of the Street Reconstruction Bonds, less the appropriations made in Section 4.01(a), together with any other funds appropriated for the Street Reconstruction, including assessments against benefited properties, wastewater fund and surface water fund revenues, and ad valorem taxes collected during the construction of the Street Reconstruction, will be deposited in the Street Reconstruction Account of the Construction Fund to be used solely to defray expenses of the Street Reconstruction. Any balance remaining in the Street Reconstruction Account of the Construction Fund after the Street Reconstruction is completed and the costs thereof have been paid may be used as provided in Minnesota Statutes, section 475.65, under the direction of the Council. Thereafter, the Street Reconstruction Account of the Construction Fund is to be closed and any balance therein is to be deposited in the Street Reconstruction Bonds Account of the Debt Service Fund.

(b) Abatement Project Account. Proceeds of the Abatement Bonds, less the appropriations made in Section 4.01(b), together with any other funds appropriated for the Abatement Project, including Abatements and ad valorem taxes collected during the construction of the Abatement Project, will be deposited in the Abatement Project Account of the Construction Fund to be used solely to defray expenses of the Abatement Project. Any balance remaining in the Abatement Project Account of the Construction Fund after the Abatement Project is completed and the costs thereof have been paid may be used as provided in Minnesota Statutes, Section 475.65, under the direction of the Council. Thereafter, the Abatement Project Account of the Construction Fund is to be closed and any balance remaining therein is to be deposited in the Abatement Bonds Account of the Debt Service Fund.

(c) Assessable Improvements Account. Proceeds of the Improvement Bonds, less the appropriations made in Section 4.01(c), together with any other funds appropriated for the Assessable Improvements, including wastewater fund and surface water fund revenues,

Assessments and ad valorem taxes collected during the construction of the Assessable Improvements, will be deposited in the Assessable Improvements Account of the Construction Fund to be used solely to defray expenses of the Assessable Improvements. Any balance remaining in the Assessable Improvements Account of the Construction Fund after the Assessable Improvements are completed and the costs thereof have been paid may be used as provided in Minnesota Statutes, Section 475.65, under the direction of the Council. Thereafter, the Assessable Improvements Account of the Construction Fund is to be closed and any balance therein is to be deposited in the Improvement Bonds Account of the Debt Service Fund.

(d) Airport Improvements Account. Proceeds of the Airport Bonds, less the appropriations made in Section 4.01(d) hereof, together with any other funds appropriated for the Airport Improvements and ad valorem taxes collected during the construction of the Airport Improvements, will be deposited in the Airport Improvements Account of the Construction Fund to be used solely to defray expenses of the Airport Improvements. Any balance remaining in the Airport Improvements Account of the Construction Fund after the Airport Improvements are completed and the costs thereof have been paid may be used as provided in Minnesota Statutes, Section 475.65, under the direction of the Council. Thereafter, the Airport Improvements Account of the Construction Fund is to be closed and any balance therein is to be deposited in the Airport Bonds Account of the Debt Service Fund.

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

4.04. City Covenants with Respect to the Improvement Bonds. It is hereby determined that the Assessable Improvements will directly and indirectly benefit certain abutting and other benefited property in the City, and the City hereby covenants with the holders from time to time of the Improvement Bonds as follows:

(a) The City has caused or will cause the Assessments for the Assessable Improvements to be promptly levied so that the first installment will be collectible not later than 2025 and will take all steps necessary to assure prompt collection, and the levy of the Assessments is hereby authorized. The Council will cause to be taken with due diligence all further actions that are required for the construction of each Assessable Improvement financed wholly or partly from the proceeds of the Improvement Bonds, and will take all further actions necessary for the final and valid levy of the Assessments and the appropriation of any other funds needed to pay the Improvement Bonds and interest thereon when due.

(b) In the event of any current or anticipated deficiency in Assessments and Taxes (as defined in Section 4.05 below), the Council will levy additional ad valorem taxes in the amount of the current or anticipated deficiency.

(c) The City will keep complete and accurate books and records showing receipts and disbursements in connection with the Assessable Improvements, Assessments and Taxes levied therefor and other funds appropriated for their payment, collections thereof and disbursements therefrom, monies on hand and, the balance of unpaid Assessments.

(d) The City will cause its books and records to be audited at least annually and will furnish copies of such audit reports to any interested person upon request.

(e) At least twenty percent (20%) of the cost of the Assessable Improvements described herein has been or will be specially assessed against benefited properties.

4.05. Pledge of Tax Levy. For the purpose of paying the principal of and interest on the Street Reconstruction Bonds, the Abatement Bonds, the Improvement Bonds, and the Airport Bonds, there is levied a direct annual irrevocable ad valorem tax (the "Taxes") upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes in the years and amounts set forth in EXHIBIT C attached hereto will be credited to the Street Reconstruction Bonds Account, the Abatement Bonds Account, the Improvement Bonds Account, and the Airport Bonds Account of the Debt Service Fund, respectively, as provided above. The tax levy herein provided for the Street Reconstruction Bonds, the Abatement Bonds, the Improvement Bonds, and the Airport Bonds is irrevocable until all of the Street Reconstruction Bonds, the Abatement Bonds, the Improvement Bonds, and the Airport Bonds, respectively, are paid, provided that at the time the City makes its annual tax levies the Finance Director may certify to the County Auditor/Treasurer of Lyon County, Minnesota (the "County Auditor") the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditor will thereupon reduce the levy collectible during such year by the amount so certified.

4.06. Debt Service Coverage. It is hereby determined that (a) the estimated collection of Taxes levied under Section 4.05 will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Street Reconstruction Bonds, (b) the estimated collection of Taxes levied under Section 4.05 and Abatements will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Abatement Bonds, (c) the estimated collection of Taxes levied under Section 4.05 and Assessments will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Improvement Bonds, and (d) the estimated collection of Taxes levied under Section 4.05 will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Airport Bonds.

4.07. Filing of Resolution. The City Administrator is authorized and directed to file a certified copy of this resolution with the County Auditor and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01 City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

5.02 Certification as to Official Statement. The Mayor and the City Administrator are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03 Other Certificates. The Mayor, the City Administrator and the Finance Director are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor and City Administrator shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04 Electronic Signatures. The electronic signature of the Mayor, the City Administrator, the Finance Director, and/or the City Clerk to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

## Section 6. Tax Covenants.

6.01 Tax-Exempt Bonds. The City covenants and agrees with the holders 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 which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds. To that end, the City will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, and limitations on amounts invested at a yield greater than the yield on the Bonds.

6.02 Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States (unless the City qualifies for any exception to the rebate requirements based on timely expenditure of proceeds of the Bonds, in accordance with the Code and applicable Treasury Regulations).

6.03 Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.04 No Designation of Qualified Tax -Exempt Obligations. The Bonds have not been designated as a “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

6.05 Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

## Section 7. Book-Entry System; Limited Obligation of City.

7.01 The Depository Trust Company. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the

Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02 Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03 Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which shall govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04 Transfers Outside Book-Entry System. In the event the City, by resolution of the Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05 Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will

be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure. The City covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and the City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 9. Defeasance. When all Bonds (or all of any of the Street Reconstruction Bonds, Abatement Bonds, Improvement Bonds or Airport Bonds portion thereof) and all accrued interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution (with respect to the Street Reconstruction Bonds, Abatement Bonds, Improvement Bonds or Airport Bonds portion of the Bonds, as the case may be) to holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds (or all of any of the Street Reconstruction Bonds, Abatement Bonds, Improvement Bonds or Airport Bonds portion thereof) 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 by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). 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 to the date of such deposit.

Passed and adopted this April 9, 2024.

**CITY OF MARSHALL, MINNESOTA**

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Robert J. Byrnes  
Mayor

Attest:

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Steven Anderson  
City Clerk

**EXHIBIT A**

**PROPOSALS**



**\$3,875,000\***  
**City of Marshall, Minnesota**  
**General Obligation Bonds, Series 2024A**  
**S&P Rating: AA**

**Sale Date: April 9, 2024**

**BBI: 3.68%**  
**Average Maturity: 6.383 Years**

<b>Bidder</b>	<b>TIC</b>
Stifel, Nicolaus & Company, Incorporated	3.0686%
Hilltop Securities Inc.	3.0969%
TD Securities (USA) LLC	3.0981%
Robert W. Baird & Co., Incorporated	3.1546%
FHN Financial Capital Markets	3.1686%

<b>Winning Bidder Information</b>	<b>Maturity</b>	<b>Interest Rate</b>	<b>Reoffering Yield</b>	<b>Reoffering Price</b>
STIFEL, NICOLAUS & COMPANY, INCORPORATED	2/1/2026	5.00%	3.24%	102.929%
BOK Financial Securities, Inc.	2/1/2027	5.00%	3.07%	105.008%
	2/1/2028	5.00%	2.91%	107.328%
	2/1/2029	5.00%	2.83%	109.535%
	2/1/2030	5.00%	2.80%	111.563%
	2/1/2031	5.00%	2.80%	113.401%
	2/1/2032	5.00%	2.83%	114.963%
	2/1/2033	5.00%	2.85%	116.505%
	2/1/2034	5.00%	2.86%	116.421%
	2/1/2035	5.00%	2.95%	115.668%

**Purchase Price: \$4,297,711.40\***  
**Net Interest Cost: \$814,045.54\***  
**TIC: 3.0686%\***

\* Subsequent to bid opening, the par amount decreased to \$3,580,000; and the price, net interest cost, and true interest cost have changed to \$3,981,850.92, \$778,171.30, and 3.0708%, respectively.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP, trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2024 Baker Tilly Municipal Advisors, LLC

**EXHIBIT B**  
**FORM OF BOND**

No. R-\_\_\_\_\_

\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF LYON  
CITY OF MARSHALL

GENERAL OBLIGATION BOND  
SERIES 2024A

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
_____ %	February 1, 20__	May 9, 2024	572500 ____

Registered Owner: CEDE & CO.

The City of Marshall Minnesota, a duly organized and existing municipal corporation in Lyon County, Minnesota (the “City”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$\_\_\_\_\_ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable February 1 and August 1 in each year, commencing February 1, 2025, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check, draft, or wire by U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2033, and on any day thereafter to prepay Bonds due on or after February 1, 2034. 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 will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company (“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. Prepayments will be at a price of par plus accrued interest.

This Bond is one of an issue in the aggregate principal amount of \$3,580,000 all of like original issue date and tenor, except as to number, maturity date, interest rate, and redemption privilege, all issued pursuant to a resolution adopted by the City Council on April 9, 2024 (the “Resolution”), for the purpose of financing certain street reconstruction, various public improvements, including parking lot improvements and other improvements to facilities within city parks, certain assessable public improvements within the City, and certain improvements to the Southwest Minnesota Regional Airport, pursuant to and in full conformity with the City’s home rule charter and the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 429, and 475, as amended, and Minnesota Statutes, Sections 360.011 to 360.076, including in particular, Section 360.036, Sections 469.1812 through 469.1815, and

Section 475.58, subdivision 3b, as amended, and the principal hereof and interest hereon are payable in part from ad valorem taxes, in part from special assessments levied or to be levied on property specially benefited by local improvements, and in part from tax abatement revenues, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in taxes, special assessments or abatements pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City Council has not designated the issue of Bonds of which this Bond forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) relating to disallowance of interest expense for financial institutions.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional, statutory or charter limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Marshall, Lyon County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: May 9, 2024

**CITY OF MARSHALL, MINNESOTA**

\_\_\_\_\_  
(Facsimile)  
Mayor

\_\_\_\_\_  
(Facsimile)  
City Administrator

---

**CERTIFICATE OF AUTHENTICATION**

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION**

By \_\_\_\_\_  
Authorized Representative

**ABBREVIATIONS**

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

TEN COM -- as tenants in common

UNIF GIFT MIN ACT

\_\_\_\_\_ Custodian \_\_\_\_\_

(Cust) (Minor)

TEN ENT -- as tenants by entireties

under Uniform Gifts or Transfers to Minors  
Act, State of \_\_\_\_\_

JT TEN -- as joint tenants with right of  
survivorship and not as tenants in common

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

---

**ASSIGNMENT**

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

Dated: \_\_\_\_\_

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

Signature Guaranteed:

\_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program (“STAMP”), the Stock Exchange Medallion Program (“SEMP”), the New York Stock Exchange, Inc. Medallion Signatures Program (“MSP”) or other such “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

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

Name and Address: \_\_\_\_\_

\_\_\_\_\_

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

Please insert social security or other identifying number of assignee

\_\_\_\_\_

**PROVISIONS AS TO REGISTRATION**

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Officer of Registrar</u>
<u>May 9, 2024</u>	Cede & Co. Federal ID #13-2555119	_____

**EXHIBIT C**  
**TAX LEVY SCHEDULES**

**\$1,395,000**

**City of Marshall, Minnesota**

General Obligation Bonds, Series 2024A  
Street Reconstruction Portion

**Post-Sale Tax Levies**

<b>Payment Date</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Total P+I</b>	<b>Cap. Interest</b>	<b>105% Overlevy</b>	<b>Levy Amount</b>	<b>Levy/Collect Year</b>
02/01/2025	-	-	50,762.50	50,762.50	(50,762.50)	-	-	2023/2024
02/01/2026	120,000.00	5.000%	69,750.00	189,750.00	-	199,237.50	199,237.50	2024/2025
02/01/2027	120,000.00	5.000%	63,750.00	183,750.00	-	192,937.50	192,937.50	2025/2026
02/01/2028	125,000.00	5.000%	57,750.00	182,750.00	-	191,887.50	191,887.50	2026/2027
02/01/2029	130,000.00	5.000%	51,500.00	181,500.00	-	190,575.00	190,575.00	2027/2028
02/01/2030	135,000.00	5.000%	45,000.00	180,000.00	-	189,000.00	189,000.00	2028/2029
02/01/2031	140,000.00	5.000%	38,250.00	178,250.00	-	187,162.50	187,162.50	2029/2030
02/01/2032	145,000.00	5.000%	31,250.00	176,250.00	-	185,062.50	185,062.50	2030/2031
02/01/2033	155,000.00	5.000%	24,000.00	179,000.00	-	187,950.00	187,950.00	2031/2032
02/01/2034	160,000.00	5.000%	16,250.00	176,250.00	-	185,062.50	185,062.50	2032/2033
02/01/2035	165,000.00	5.000%	8,250.00	173,250.00	-	181,912.50	181,912.50	2033/2034
<b>Total</b>	<b>\$1,395,000.00</b>	<b>-</b>	<b>\$456,512.50</b>	<b>\$1,851,512.50</b>	<b>(50,762.50)</b>	<b>\$1,890,787.50</b>	<b>\$1,890,787.50</b>	<b>-</b>

**\$1,380,000**

**City of Marshall, Minnesota**

General Obligation Bonds, Series 2024A

Airport Portion

**Post-Sale Tax Levies**

<b>Payment Date</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Total P+I</b>	<b>Cap. Interest</b>	<b>105% Overlevy</b>	<b>Levy Amount</b>	<b>Levy/Collect Year</b>
02/01/2025	-	-	50,216.67	50,216.67	(50,216.67)	-	-	2023/2024
02/01/2026	110,000.00	5.000%	69,000.00	179,000.00	-	187,950.00	187,950.00	2024/2025
02/01/2027	115,000.00	5.000%	63,500.00	178,500.00	-	187,425.00	187,425.00	2025/2026
02/01/2028	120,000.00	5.000%	57,750.00	177,750.00	-	186,637.50	186,637.50	2026/2027
02/01/2029	125,000.00	5.000%	51,750.00	176,750.00	-	185,587.50	185,587.50	2027/2028
02/01/2030	135,000.00	5.000%	45,500.00	180,500.00	-	189,525.00	189,525.00	2028/2029
02/01/2031	140,000.00	5.000%	38,750.00	178,750.00	-	187,687.50	187,687.50	2029/2030
02/01/2032	145,000.00	5.000%	31,750.00	176,750.00	-	185,587.50	185,587.50	2030/2031
02/01/2033	155,000.00	5.000%	24,500.00	179,500.00	-	188,475.00	188,475.00	2031/2032
02/01/2034	165,000.00	5.000%	16,750.00	181,750.00	-	190,837.50	190,837.50	2032/2033
02/01/2035	170,000.00	5.000%	8,500.00	178,500.00	-	187,425.00	187,425.00	2033/2034
<b>Total</b>	<b>\$1,380,000.00</b>	<b>-</b>	<b>\$457,966.67</b>	<b>\$1,837,966.67</b>	<b>(50,216.67)</b>	<b>\$1,877,137.50</b>	<b>\$1,877,137.50</b>	<b>-</b>

**\$540,000**

**City of Marshall, Minnesota**

General Obligation Bonds, Series 2024A

Abatement Portion

**Post-Sale Tax Levies**

Payment Date	Principal	Coupon	Interest	Total P+I	Cap. Interest	105% Overlevy	Pledged Abatements	Levy Amount	Levy/Collect Year
02/01/2025	-	-	19,650.00	19,650.00	(19,650.00)	-	-	-	2023/2024
02/01/2026	45,000.00	5.000%	27,000.00	72,000.00	-	75,600.00	45,000.00	30,600.00	2024/2025
02/01/2027	45,000.00	5.000%	24,750.00	69,750.00	-	73,237.50	45,000.00	28,237.50	2025/2026
02/01/2028	45,000.00	5.000%	22,500.00	67,500.00	-	70,875.00	45,000.00	25,875.00	2026/2027
02/01/2029	50,000.00	5.000%	20,250.00	70,250.00	-	73,762.50	50,000.00	23,762.50	2027/2028
02/01/2030	50,000.00	5.000%	17,750.00	67,750.00	-	71,137.50	50,000.00	21,137.50	2028/2029
02/01/2031	55,000.00	5.000%	15,250.00	70,250.00	-	73,762.50	55,000.00	18,762.50	2029/2030
02/01/2032	60,000.00	5.000%	12,500.00	72,500.00	-	76,125.00	60,000.00	16,125.00	2030/2031
02/01/2033	60,000.00	5.000%	9,500.00	69,500.00	-	72,975.00	60,000.00	12,975.00	2031/2032
02/01/2034	65,000.00	5.000%	6,500.00	71,500.00	-	75,075.00	65,000.00	10,075.00	2032/2033
02/01/2035	65,000.00	5.000%	3,250.00	68,250.00	-	71,662.50	65,000.00	6,662.50	2033/2034
<b>Total</b>	<b>\$540,000.00</b>	<b>-</b>	<b>\$178,900.00</b>	<b>\$718,900.00</b>	<b>(19,650.00)</b>	<b>\$734,212.50</b>	<b>\$540,000.00</b>	<b>\$194,212.50</b>	<b>-</b>

**\$265,000**

**City of Marshall, Minnesota**

General Obligation Bonds, Series 2024A

Improvement Portion

**Post-Sale Tax Levies**

Payment Date	Principal	Coupon	Interest	Total P+I	Cap. Interest	105% Overlevy	Pledged Assessments	Levy Amount	Levy/Collect Year
02/01/2025	-	-	9,643.06	9,643.06	(9,643.06)	-	-	-	2023/2024
02/01/2026	20,000.00	5.000%	13,250.00	33,250.00	-	34,912.50	10,462.68	24,449.82	2024/2025
02/01/2027	25,000.00	5.000%	12,250.00	37,250.00	-	39,112.50	9,835.20	29,277.30	2025/2026
02/01/2028	25,000.00	5.000%	11,000.00	36,000.00	-	37,800.00	9,492.92	28,307.08	2026/2027
02/01/2029	25,000.00	5.000%	9,750.00	34,750.00	-	36,487.50	9,150.66	27,336.84	2027/2028
02/01/2030	25,000.00	5.000%	8,500.00	33,500.00	-	35,175.00	8,808.40	26,366.60	2028/2029
02/01/2031	25,000.00	5.000%	7,250.00	32,250.00	-	33,862.50	8,466.12	25,396.38	2029/2030
02/01/2032	30,000.00	5.000%	6,000.00	36,000.00	-	37,800.00	8,123.86	29,676.14	2030/2031
02/01/2033	30,000.00	5.000%	4,500.00	34,500.00	-	36,225.00	7,781.60	28,443.40	2031/2032
02/01/2034	30,000.00	5.000%	3,000.00	33,000.00	-	34,650.00	7,439.34	27,210.66	2032/2033
02/01/2035	30,000.00	5.000%	1,500.00	31,500.00	-	33,075.00	7,097.06	25,977.94	2033/2034
<b>Total</b>	<b>\$265,000.00</b>	<b>-</b>	<b>\$86,643.06</b>	<b>\$351,643.06</b>	<b>(9,643.06)</b>	<b>\$359,100.00</b>	<b>\$86,657.84</b>	<b>\$272,442.16</b>	<b>-</b>

**RESOLUTION NO. \_\_\_\_\_**

The attached resolution was adopted by the City Council of the City of Marshall on April 9, 2024.

The question was on the adoption of the resolution, and there were \_\_\_\_\_ AYE votes and \_\_\_\_\_ NAY votes as follows:

<b>CITY OF MARSHALL CITY COUNCIL MEMBERS</b>	<b>Yes</b>	<b>No</b>	<b>Other</b>
Robert J. Byrnes, Mayor	_____	_____	_____
John Alcorn (Ward I)	_____	_____	_____
Amanda Schroeder (Ward I)	_____	_____	_____
See Moua Leske (Ward II)	_____	_____	_____
Steven Meister (Ward II)	_____	_____	_____
James Lozinski (Ward III)	_____	_____	_____
Craig Schafer (Ward III)	_____	_____	_____

RESOLUTION ADOPTED.

ATTEST:

\_\_\_\_\_  
Secretary to the Council

STATE OF MINNESOTA     )  
  )  
COUNTY OF LYON         ) SS.  
  )  
CITY OF MARSHALL        )

I, the undersigned, being the duly qualified and acting City Clerk of the City of Marshall, Minnesota (the “City”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on April 9, 2024, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City’s General Obligation Bonds, Series 2024A, in the original aggregate principal amount of \$3,580,000.

WITNESS My hand officially as such City Clerk and the corporate seal of the City this \_\_\_\_ day of April, 2024.

\_\_\_\_\_  
City Clerk  
City of Marshall, Minnesota

**EXTRACT OF MINUTES OF MEETING OF THE  
COUNCIL OF THE CITY OF MARSHALL  
LYON COUNTY, MINNESOTA**

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Marshall, Minnesota, was duly held at the City Hall in said City on Tuesday, April 9, 2024, commencing at 5:30 p.m.

The following members were present:

and the following were absent:

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's General Obligation Grant Anticipation Notes, Series 2024B, proposed to be issued in the original aggregate principal amount of \$2,415,000.

The City Administrator presented a tabulation of the proposals that had been received in the manner specified in the Terms of Proposal for the Notes. The tabulation of the proposals are as set forth in EXHIBIT A attached.

After due consideration of the proposals, Council Member \_\_\_\_\_ introduced the following written Resolution No. \_\_\_\_\_, attached hereto and moved its adoption. The motion for the adoption of the resolution was duly seconded by Council Member \_\_\_\_\_ and upon a vote being taken thereon, the following Council Members voted AYE:

and the following voted NAY:

Passed, adopted, approved and filed this 9th day of April, 2024.

**CITY OF MARSHALL, MINNESOTA**

**RESOLUTION NO. 24-041**

**AWARDING THE SALE OF GENERAL OBLIGATION GRANT ANTICIPATION NOTES, SERIES 2024B, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,415,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT**

BE IT RESOLVED by the City Council of the City of Marshall (the “Council”), Lyon County, Minnesota (the “City”) as follows:

Section 1. Background.

1.01 Authorization for Sale of Notes. Pursuant to a resolution adopted by the City Council on March 12, 2024, the City authorized the issuance and sale of its General Obligation Grant Anticipation Notes, Series 2024B (the “Notes”) pursuant to Minnesota Statutes, Chapter 475 and Sections 360.011 to 360.076, as amended, including in particular, Section 475.61, subdivision 5 and Section 360.036 (collectively, the “Act”), in anticipation of the receipt of grants of state and federal funds, including from the Federal Aviation Administration in the form of Federal Airport Improvement Program (AIP) funding and Federal Airport Infrastructure Grant (AIG) funding (collectively, the “Grant”), for which the City has applied, to aid in payment of a portion of the costs incurred for certain improvements to the Southwest Minnesota Regional Airport, including site preparation for and the construction of a new snow removal equipment (SRE) and maintenance equipment storage building (the “Airport Project”). In addition to the Grant, the City anticipates receiving certain local funds (the “Local Funds”) for the Airport Project.

1.02 As required by Section 475.61, subdivision 5 of the Act, the principal amount of the Notes does not exceed the total amount authorized and the maturity date of the Notes is not more than three years from the date the Note are proposed to be issued.

Section 2. Sale of Notes.

2.01 Award to the Purchaser and Interest Rates. The proposal of Oppenheimer & Co., Inc., Philadelphia, Pennsylvania (the “Purchaser”) to purchase the Notes is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Notes at a price of \$2,417,704.80 (par amount of \$2,415,000.00, plus original issue premium of \$8,573.25, less underwriter’s discount of \$5,868.45), bearing interest at the rate of 4.25% per annum.

True interest cost: 4.1381779%

2.02. Purchase Contract. The amount proposed by the Purchaser in excess of the minimum bid shall be credited to the Debt Service Fund hereinafter created or deposited in the Construction Fund hereinafter created, as determined by the Finance Director of the City (the “Finance Director”) in consultation with Baker Tilly Municipal Advisors, LLC, the City’s municipal advisor (the “Municipal Advisor”). The Finance Director is directed to deposit the good faith check or deposit of the Purchaser, pending completion of the sale of the Notes, and to return the good faith deposits of the unsuccessful proposers. The Mayor and City Administrator of the City (the “Mayor” and “City Administrator”) are directed to execute a contract with the Purchaser on behalf of the City.

2.03. Terms and Principal Amount of the Notes. The City will forthwith issue and sell the Notes pursuant to the Act, in the total principal amount of \$2,415,000, originally dated the date of delivery (currently anticipated to be May 9, 2024), in fully registered form in denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1, bearing interest as above set forth, and maturing on June 1, 2025.

2.04. Optional Redemption. The Notes are subject to optional redemption on December 1, 2024, and on any day thereafter. Such 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 will determine. Prepayments will be at a price of par plus accrued interest.

### Section 3. Registration and Payment.

3.01. Registered Form. The Notes will be issued only in fully registered form. The interest thereon and, upon surrender of each Note, the principal amount thereof, is payable by check, draft, or wire issued by the Registrar described herein.

3.02. Dates; Interest Payment Dates. Each Note will be dated as of the last interest payment date preceding the date of authentication to which interest on the Note has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Note will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Note will be dated as of the date of original issue. The interest on the Notes is payable semiannually on June 1 and December 1, commencing December 1, 2024, to the registered owners of record as of the close of business on the 15th day of the immediately preceding month, whether or not that day is a business day.

3.03. Registration. The City will appoint, and will maintain, a note registrar, transfer agent, authenticating agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a note register in which the Registrar provides for the registration of ownership of Notes and the registration of transfers and exchanges of Notes entitled to be registered, transferred or exchanged.

(b) Transfer of Notes. Upon surrender for transfer of a Note duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes 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 preceding each interest payment date and until that interest payment date.

(c) Exchange of Notes. When Notes are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Notes of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. Notes surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Note is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until the Registrar is satisfied that the endorsement on the Note or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will 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 a Note is registered, in the note register as the absolute owner of the Note, whether the Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Note and for all other purposes, and payments so made to any such registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Notes, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Notes. If a Note becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Note of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Note or in lieu of and in substitution for any Note 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 Note destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to the Registrar that the Note was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate note or indemnity in form, substance and amount satisfactory to the Registrar and as provided by law, in which both the City and the Registrar must be named as obligees. Notes so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Note has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Note prior to payment.

(i) Redemption. In the event any of the Notes are called for redemption, notice thereof identifying the Notes to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Note to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Notes. Notes so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

3.04. Appointment of Initial Registrar. The City appoints U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as the initial Registrar. The Mayor and the 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 authorized by law to conduct such business, the resulting corporation is 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 upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Notes in its possession to the successor Registrar and must deliver the note register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the City

Administrator must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

3.05. Execution, Authentication and Delivery. The Notes will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Notes ceases to be such officer before the delivery of a Note, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Note will not 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 Note has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Notes need not be signed by the same representative. The executed certificate of authentication on a Note is conclusive evidence that it has been authenticated and delivered under this resolution. When the Notes have been so prepared, executed and authenticated, the City Administrator will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

3.06. Form of Notes. The Notes will be printed or typewritten in substantially the form attached hereto as Exhibit B.

3.07. Approving Legal Opinion. The City Administrator is directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which is to be complete except as to dating thereof and to cause the opinion to be printed on or accompany each Note.

#### Section 4. Funds and Accounts; Security; Payment.

4.01. Debt Service Fund. The Notes are payable from proceeds of the Grant, Local Funds, and the General Obligation Grant Anticipation Notes, Series 2024B Debt Service Fund (the “Debt Service Fund”) hereby created. The Debt Service Fund shall be administered and maintained by the Finance Director as a bookkeeping fund separate and apart from all other funds maintained in the official financial records of the City. Amounts in the Debt Service are irrevocably pledged to the Notes. The proceeds of the Grant Receipts and ad valorem taxes hereinafter levied for the payment of the Notes are hereby pledged to the Debt Service Fund. There is appropriated to the Debt Service Fund (i) all capitalized interest financed from Note proceeds, if any, (ii) any amount over the minimum purchase price of the Notes paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 2.02; (iii) accrued interest, if any; (iv) on or before a principal or interest payment date, proceeds of the Grant, plus Local Funds, in an amount sufficient, together with other funds then on hand in the Debt Service Fund, to pay 105% of the principal and interest then due on the Notes, (v) any taxes collected in the event the other funds available to pay the Notes are insufficient, and (vi) all investment income on the foregoing. If the money in the Debt Service Fund should at any time be insufficient to pay principal and interest due on the Notes, such amounts shall be paid from other moneys on hand in other funds of the City, which other funds shall be reimbursed therefor when sufficient money becomes available in the Debt Service Fund. There is also appropriated to the Debt Service Fund any original issue premium and any rounding amount, to the extent designated for deposit in the Debt Service Fund in accordance with Section 2.02 hereof.

4.02. Construction Fund. The proceeds of the Notes, less the appropriations made in Section 4.01, together with any other funds appropriated for the construction of the Airport Project will be deposited in a separate fund (the “Construction Fund”) to be used solely to defray expenses of the Airport Project. When the construction of the Airport Project is completed and the cost thereof paid, the Construction Fund is to be closed and any money remaining therein shall be transferred to the Debt Service Fund.

4.03. City Covenants. The Council covenants and agrees that in accordance with its statutory duties as provided under Section 475.61, subdivision 5 of the Act, it will pay and retire the Notes and the interest thereon out of the proceeds of the Grant and Local Funds or definitive bonds or long-term bonds which the City Council will issue and sell at or prior to the maturity of the Notes to the extent that the Notes cannot be paid out of moneys available in the Debt Service Fund or out of other municipal funds which are available and appropriated by the Council to such purpose. The proceeds of such definitive bonds, and any taxes hereafter levied for that purpose are pledged to the Debt Service Fund.

4.04. No Tax Levy Required. It is hereby determined that the estimated collection of Grant proceeds and Local Funds will produce at least five percent (5%) in excess of the amount needed to meet when due, the principal and interest payments on the Notes and that no tax levy is needed at this time.

4.05. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Notes, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged, and the City covenants and agrees that if and to the extent the amounts pledged and on deposit in the Debt Service Fund and the proceeds of the Grant and Local Funds are insufficient to pay the principal and interest on the Notes when due, it will levy on all taxable property in the City, a direct, irrevocable ad valorem tax for this purpose, the collections of which shall be deposited in the Debt Service Fund.

Furthermore, in accordance with its statutory duties under Section 475.61, subdivision 5 of the Act, the City covenants and agrees with the holder of the Notes that if the Notes cannot be paid at maturity from the proceeds of the Grant or from other funds appropriated by the Council (including the Local Funds), the Notes will be paid from the proceeds of definitive bonds that will be issued and sold prior to the maturity date of the Notes.

4.06. Registration of Resolution. The City Administrator is authorized and directed to file a certified copy of this resolution with the County Auditor/Treasurer of Lyon County, Minnesota and to obtain the certificate required by Section 475.63 of the Act.

#### Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Notes, certified copies of proceedings and records of the City relating to the Notes and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Notes, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor and City Administrator are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Notes and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Other Certificates. The Mayor, City Administrator and the Finance Director are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Notes or the organization of the City or incumbency of its officers, at the closing the Mayor and City Administrator

shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Notes.

5.04. Electronic Signatures. The electronic signature of the Mayor, the City Administrator, the Finance Director, and/or the City Clerk to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

#### Section 6. Tax Covenants.

6.01. Tax-Exempt Notes. The City covenants and agrees with the holders from time to time of the Notes that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Notes to become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Notes. To that end, the City will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Notes under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, and limitations on amounts invested at a yield greater than the yield on the Notes.

6.02. Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Notes under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Notes, and the rebate of excess investment earnings to the United States (unless the City qualifies for any exception to the rebate requirements based on timely expenditure of proceeds of the Notes, in accordance with the Code and applicable Treasury Regulations).

6.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Notes or to cause or permit them or any of them to be used, in such a manner as to cause the Notes to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. No Designation of Qualified Tax -Exempt Obligations. The Notes have not been designated as a “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

#### Section 7. Book-Entry System; Limited Obligation of City.

7.01. The Depository Trust Company. The Notes will be initially issued in the form of a separate single typewritten or printed fully registered Note for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Note will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Notes will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Notes registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Notes as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Notes, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Notes, (ii) the delivery to any Participant or any other person (other than a registered owner of Notes, as shown by the registration books kept by the Registrar) of any notice with respect to the Notes, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Notes, of any amount with respect to principal of, premium, if any, or interest on the Notes. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Note is registered in the registration books kept by the Registrar as the holder and absolute owner of such Note for the purpose of payment of principal, premium and interest with respect to such Note, for the purpose of registering transfers with respect to such Note, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Notes only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Notes to the extent of the sum or sums so paid. No person other than a registered owner of Notes, as shown in the registration books kept by the Registrar, will receive a certificated Note evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which will govern payment of principal of, premium, if any, and interest on the Notes and notices with respect to the Notes. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Notes will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Notes that they be able to obtain Note certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Note certificates. In such event the City will issue, transfer and exchange Note certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Note certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Note is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Note and notices with respect to the Note will be made and given, respectively in the manner provided in DTC’s Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure. The City covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the Mayor and the City Administrator and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Notes; however, any Noteholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section.

Section 9. Defeasance. When the Notes and all accrued interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Notes will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Notes will remain in full force and effect. The City may discharge the Notes 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 by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Note and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Note 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 to the date of such deposit.

Passed and adopted this April 9, 2024.

**CITY OF MARSHALL, MINNESOTA**

---

Robert J. Byrnes  
Mayor

Attest:

---

Steven Anderson  
City Clerk

**EXHIBIT A**

**PROPOSALS**



**\$2,590,000\***  
**City of Marshall, Minnesota**  
**General Obligation Grant Anticipation Notes, Series 2024B**  
**S&P Rating: SP-1+**

**Sale Date: April 9, 2024**

**BBI: 3.68%**  
**Average Maturity: 1.061 Years**

<b>Bidder</b>	<b>TIC</b>
Oppenheimer & Co. Inc.	4.1381%
Northland Securities, Inc.	4.3284%

<b>Winning Bidder Information</b>	<b>Maturity</b>	<b>Interest Rate</b>	<b>Reoffering Yield</b>	<b>Reoffering Price</b>
OPPENHEIMER & CO. INC.	6/1/2025	4.25%	3.60%	100.355%

**Purchase Price: \$2,592,900.80\***  
**Net Interest Cost: \$113,901.01\***  
**TIC: 4.1381%\***

\* Subsequent to bid opening, the par amount decreased to \$2,415,000; and the price, net interest cost, and true interest cost have changed to \$2,417,704.80, \$106,204.99, and 4.1381%, respectively.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP, trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2024 Baker Tilly Municipal Advisors, LLC

**EXHIBIT B**  
**FORM OF NOTE**

No. R-1

\$2,415,000

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF LYON  
CITY OF MARSHALL

GENERAL OBLIGATION GRANT ANTICIPATION NOTE  
SERIES 2024B

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
4.25%	June 1, 2025	May 9, 2024	572500 ____

Registered Owner: CEDE & CO.

The City of Marshall Minnesota, a duly organized and existing municipal corporation in Lyon County, Minnesota (the “City”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$2,415,000 on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable semiannually on June 1 and December 1, commencing December 1, 2024, to the person in whose name this Note is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check, draft, or wire by U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as Note Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The Notes are subject to optional redemption on December 1, 2024, and on any day thereafter. Such 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 will determine. Prepayments will be at a price of par plus accrued interest.

This Note is one of an issue in the aggregate principal amount of \$2,415,000, all of like original issue date and tenor, except as to number, maturity date, interest rate, and redemption privilege, all issued pursuant to a resolution adopted by the City Council on April 9, 2024 (the “Resolution”), for the purpose of providing temporary financing for certain improvements to the Southwest Minnesota Regional Airport, pursuant to and in full conformity with the home rule charter of the City and the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475 and Sections 360.011 to 360.076, as amended, including in particular, Section 475.61, subdivision 5 and Section 360.036, and the principal hereof and a portion of the interest hereon are payable primarily from grants of state and federal funds to be received by the City, including from the Federal Aviation Administration (collectively, the “Grant”), and from local funds, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Note and the City Council has obligated itself to issue and sell definitive bonds to redeem the Notes

and to levy ad valorem taxes on all taxable property in the City in the event of any deficiency, which taxes may be levied without limitation as to rate or amount. The Notes of this series are issued only as fully registered Notes in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City Council has not designated the issue of Notes of which this Note forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) relating to disallowance of interest expense for financial institutions.

As provided in the Resolution and subject to certain limitations set forth therein, this Note is transferable upon the books of the City at the principal office of the Note Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Note Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Notes of other authorized denominations. Upon such transfer or exchange the City will cause a new Note or Notes to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Note Registrar may deem and treat the person in whose name this Note is registered as the absolute owner hereof, whether this Note is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Note Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Note in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Note does not cause the indebtedness of the City to exceed any constitutional, statutory or charter limitation of indebtedness.

This Note is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Note Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Marshall, Lyon County, Minnesota, by its City Council, has caused this Note to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Administrator and has caused this Note to be dated as of the date set forth below.

Dated: May 9, 2024

**CITY OF MARSHALL, MINNESOTA**

\_\_\_\_\_  
(Facsimile)  
Mayor

\_\_\_\_\_  
(Facsimile)  
City Administrator

**CERTIFICATE OF AUTHENTICATION**

This is one of the Notes delivered pursuant to the Resolution mentioned within.

**U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION**

By \_\_\_\_\_  
Authorized Representative

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Note and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: \_\_\_\_\_

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

Signature Guaranteed:

\_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program (“STAMP”), the Stock Exchange Medallion Program (“SEMP”), the New York Stock Exchange, Inc. Medallion Signatures Program (“MSP”) or other such “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

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

Name and Address: \_\_\_\_\_

\_\_\_\_\_

(Include information for all joint owners if this Note is held by joint account.)

Please insert social security or other identifying number of assignee

\_\_\_\_\_

**PROVISIONS AS TO REGISTRATION**

The ownership of the principal of and interest on the within Note has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration

Registered Owner

Signature of  
Officer of Registrar

May 9, 2024

Cede & Co.  
Federal ID #13-2555119

**RESOLUTION NO. \_\_\_\_\_**

The attached resolution was adopted by the City Council of the City of Marshall on April 9, 2024.

The question was on the adoption of the resolution, and there were \_\_\_\_\_ AYE votes and \_\_\_\_\_ NAY votes as follows:

<b>CITY OF MARSHALL CITY COUNCIL MEMBERS</b>	<b>Yes</b>	<b>No</b>	<b>Other</b>
Robert J. Byrnes, Mayor	_____	_____	_____
John Alcorn (Ward I)	_____	_____	_____
Amanda Schroeder (Ward I)	_____	_____	_____
See Moua Leske (Ward II)	_____	_____	_____
Steven Meister (Ward II)	_____	_____	_____
James Lozinski (Ward III)	_____	_____	_____
Craig Schafer (Ward III)	_____	_____	_____

RESOLUTION ADOPTED.

ATTEST:

\_\_\_\_\_  
Secretary to the Council

STATE OF MINNESOTA     )  
  )  
COUNTY OF LYON         ) SS.  
  )  
CITY OF MARSHALL        )

I, the undersigned, being the duly qualified and acting City Clerk of the City of Marshall, Minnesota (the “City”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on April 9, 2024, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City’s General Obligation Grant Anticipation Notes, Series 2024B, in the original aggregate principal amount of \$2,415,000.

WITNESS My hand officially as such City Clerk and the corporate seal of the City this \_\_\_\_ day of April, 2024.

\_\_\_\_\_  
City Clerk  
City of Marshall, Minnesota

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, April 9, 2024
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Project SWM-003: Legion Field Stormwater Improvements Project-Phase III – Consider Authorization to Submit MPCA Stormwater Resiliency Grant Application
<b>Background Information:</b>	<p>The MPCA is soliciting project proposals to distribute \$35M to communities for projects to prepare local stormwater infrastructure for the impacts of climate change. The intent of the funding is specifically identified to address water quantity and prevent localized flooding.</p> <p>City staff has identified the Legion Field Stormwater Improvements—Phase III project as an ideal candidate project for this funding. Phase III is the final project that was identified in the 2019 Legion Field Stormwater Study. Phase III will help remedy stormwater flooding in the areas of Kendall Street, Peltier Street, Glenn Street, and Simmons Street, as well as property east and north of the Nexus Apartments on Legion Field Road. The project includes a clearing and grading of approximately 1,100 FT of BNSF railroad ditch that conveys city stormwater from Legion Field Road to the north and east, a new stormwater pipe crossing of the BNSF railroad near Turkey Valey Farms, and new large diameter stormwater pipe to convey this water to a new stormwater pond to be constructed on city-owned land north of the Nexus Apartments.</p> <p>The Phase III project is currently identified for 2025 in our CIP. The project has been deferred for numerous years due to funding.</p> <p>Per the MPCA, extreme storms have pushed aging and undersized stormwater systems in communities across the state to the breaking point. Over the last 20 years, Minnesota has experienced 10 “mega-rain” events, when at least six inches of rain falls over an area of at least 1,000 square miles.</p> <p>MPCA Stormwater Resiliency grant applications are due by April 11, 2024. Full grant application will be provided prior to the City Council meeting.</p>
<b>Fiscal Impact:</b>	The 2025 CIP currently identifies Phase III as a \$676,500 project. The current project estimate is roughly \$1.4M. The City is seeking grant funding for the difference in project costs.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council authorize City staff to submit for MPCA Stormwater Resiliency Grant funding for Project SWM-003: Legion Field Stormwater Improvements Project-Phase III.



# Legion Field Road Stormwater Study

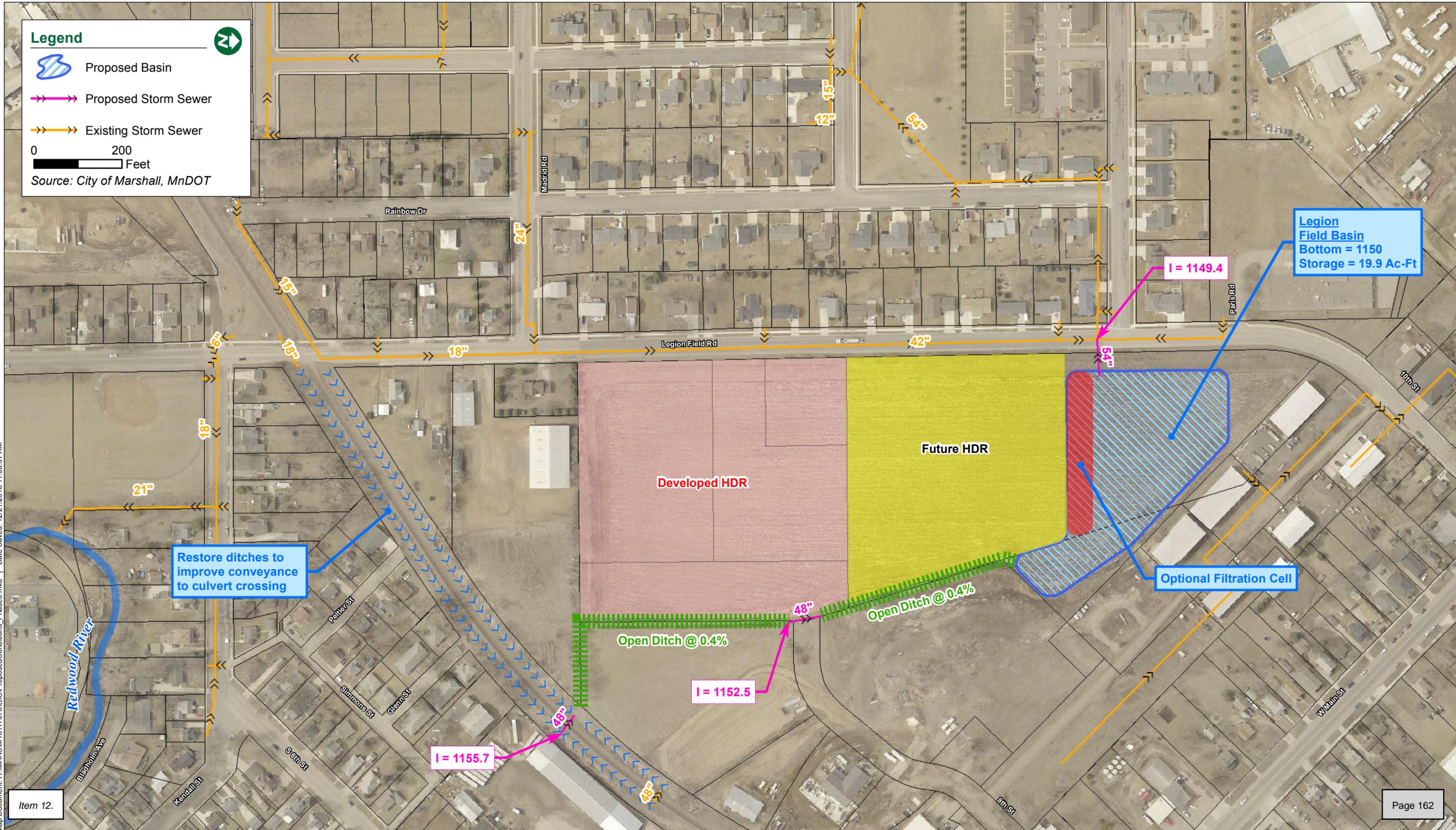
City of Marshall, MN

Figure 6:  
Proposed Phase 3

December 2018



Real People. Real Solutions.



Map Document: H:\MARS\M18117078\GIS\ProposedConditions\_Phase3.mxd | Date Saved: 12/21/2018 11:06:57 AM



**Legend**

- 2-YR (2.07") Extent
- 10-YR (4.03") Extent
- 100-YR (6.81") Extent
- Existing Storm Sewer

0 400 Feet

Source: City of Marshall, MnDOT

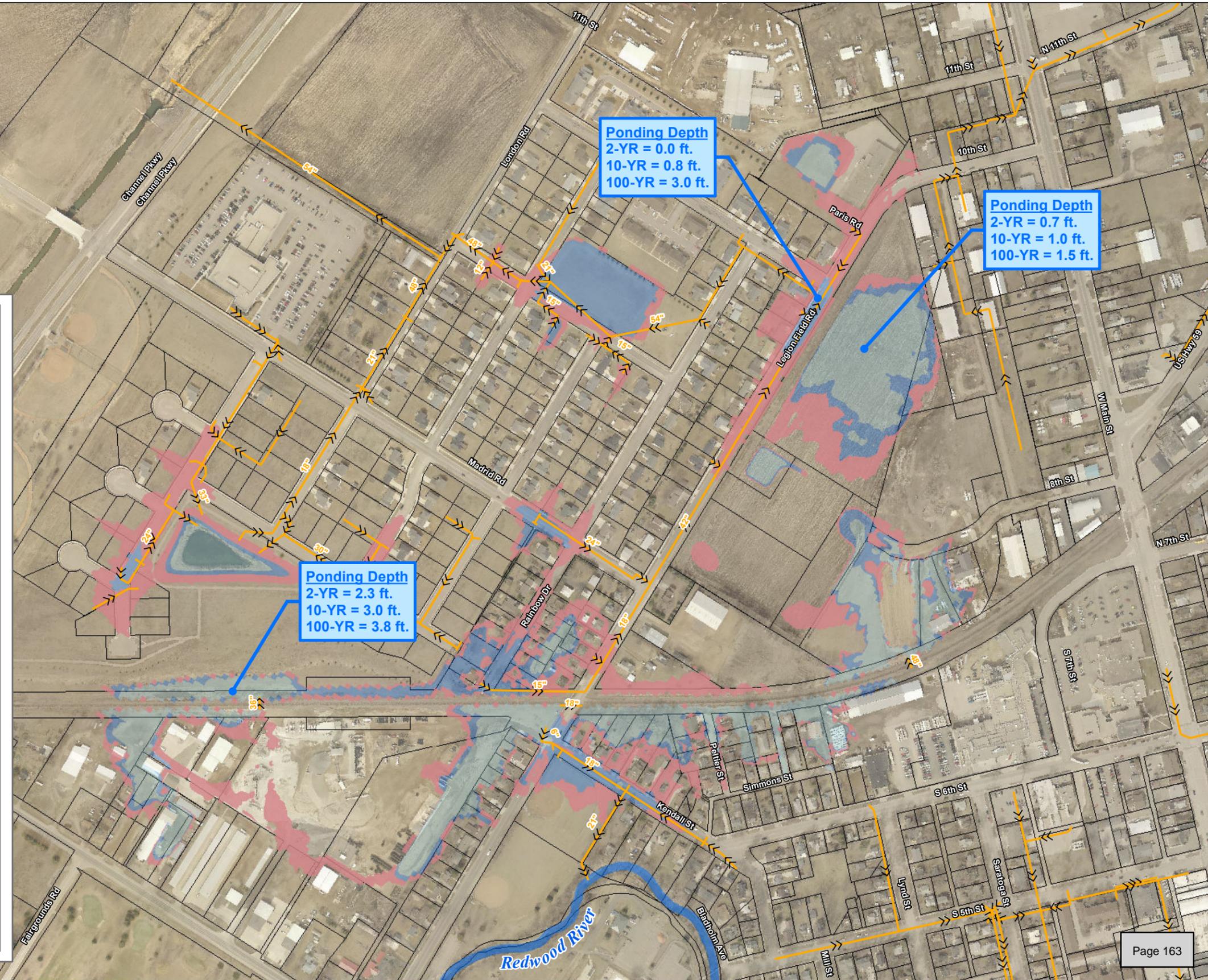
**Inset**

0 200 Feet

Item 12.

**Ponding Depth**  
2-YR = 0.0 ft.  
10-YR = 0.5 ft.  
100-YR = 1.0 ft.

**Ponding Depth**  
2-YR = 1.5 ft.  
10-YR = 2.0 ft.  
100-YR = 2.5 ft.



Map Document: H:\MARS\18117078\GIS\ExistingInundation.mxd | Date Saved: 12/21/2018 11:02:12 AM



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Mayor Byrnes
<b>Meeting Date:</b>	Tuesday, April 9, 2024
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Appointments to Various Boards, Commission, Bureaus, and Authorities.
<b>Background Information:</b>	<p>Under Chapter 2, Article VI, Section 143 the City Charter states: "Appointments to all boards, commissions, bureaus and authorities shall be by the mayor and shall be confirmed by the council with the exception of the housing and redevelopment authority."</p> <p>Interviews were held prior to the regular city council meeting.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	To approve and appoint to the various Boards, Commissions, Bureaus, and Authorities.

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Mayor Byrnes
<b>Meeting Date:</b>	Tuesday, April 9, 2024
<b>Category:</b>	COUNCIL REPORTS
<b>Type:</b>	INFO
<b>Subject:</b>	Commission/Board Liaison Reports
<b>Background Information:</b>	<p><b>Byrnes</b> - Fire Relief Association and Regional Development Commission</p> <p><b>Schafer</b> – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p><b>Meister</b> – Adult Community Center, Cable Commission, Economic Development Authority</p> <p><b>Schroeder</b> – Economic Development Authority, Planning Commission, Public Housing Commission</p> <p><b>Alcorn</b> – Community Services Advisory Board, MMU Commission</p> <p><b>Moua-Leske</b> – Convention &amp; Visitors Bureau; Diversity, Equity &amp; Inclusion Commission; Library Board</p> <p><b>Lozinski</b> – Marshall Area Transit Committee, Joint LEC Management Committee, Police Advisory Board</p>
<b>Fiscal Impact:</b>	
<b>Alternative/Variations:</b>	
<b>Recommendations:</b>	

TO: Honorable Mayor and Members of the City Council; City Staff

FROM: Sharon Hanson, City Administrator

DATE: April 9, 2024

SUBJECT: Administrative Brief

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### CITY ATTORNEY

Some highlights from the office of City Attorney for the month of March:

- Attended meetings.
- Discussed questions related to graffiti.
- Reviewed contracts for Staff.
  - Red Baron Arena Contract
  - ACC Code of Conduct
  - Waiver agreements for Park & Rec
- Work with staff and Attorney Sathe on draft of zoning for Cannabis/THC and attended L&O Committee
- Attended additional L&O meeting; provided definition of “religious institution”
- Answered questions regarding waivers on park and rec forms.
- Answered questions related to conflict of interest and contracting with council member.
- Worked on Broadmoor Valley issues that arose related to:
  - Data production to Schierholz attorneys
  - Letter from Schierholz
  - Internal meetings regarding same
- Provided advice and legal analysis for Planning Commission related to a variance.
- Advised ACC about complaint of patron.
- Assisted with questions related to cooperative purchasing.
- Assisted with Youth commission Application and Waiver/Tennessee Warning.
- Assisted with various data questions arising out of police department.
- Attended internal meeting with update from Police Department.
- Responded to questions about waivers.

Work of other K&G Attorneys:

- Attorney Sonsalla assisted with neighborhood park questions and meeting.
- Attorney Gilchrist assisted with contract reviews and providing certificate of attorney.
- Attorney Gilchrist taking lead on SIU agreements.
- Attorney Gilchrist took lead on ditch discussion.

### ADMINISTRATION

- This past month’s activities included working with Public Works Director on airport lease agreements, review, and updates.
- Staff have received 60% design set for Aquatic center. This past week a review of those plans by staff.

- Spent time this past month preparing and assisting with the upcoming Diversity, Equity, and Inclusion strategic planning session. The first session was held on Thursday, April 4<sup>th</sup>.
- Participated with Director of Administrative Services in bond rating call. Director will present information on this bond rating at the April 9<sup>th</sup> Council meeting.
- Attending League of MN Cities legislative update as well as Zoom meeting with other administrators in southern MN.
- Discussed North Memorial for part-time advanced life support (ALS) application with Avera and state regulatory board. As of this writing, a public hearing on this application will be held in Marshall, presided by an Administrative Law Judge. Will inform once scheduled.
- Other work included Adult Community Center presentation with Mayor on State of the City. Met with various staff on personnel, and other project related discussions.

### **Economic Development Authority**

- Kwik Trip Site 2: Staff has sent the platting application to KT to help prepare for June construction. Below is the schedule:
  - 04/10/2024 - Planning Commission meeting (hearing on preliminary plat)
  - 04/23/2024 - City Council meeting (introduction of preliminary plat)
  - 05/14/2024 - City Council meeting (adoption of final plat)
- Daycare: Staff has submitted an application to participate in First Children’s Finance Daycare program which to assist with strategic planning for daycare shortages.
- Housing Project: Working on connecting Tapestry Companies with local businesses to seek support for the project. Waiting for TIF review from Municipal Advisor.
- East College: Work has started on Dairy Queen remodel and demolition of the State Farm building will occur in April.

### **Human Resources**

- Staffing: interviews for a part-time CSO position will be completed the 1<sup>st</sup> week of April. HR will work with the hiring manager on candidate selection, offer, and pre-screening. Many temporary and seasonal employees are being hired for a variety of positions for the spring/summer season in Community Services and Public Works. Applications continue to be accepted for a Police Officer position, which will be used to establish a new eligibility roster.
- Safety program: our MMUA consultant provided training on chainsaw safety, tree trimming, and hearing protection.
- Pay Equity Report: the State has accepted our Pay Equity Report and deemed the City to be in compliance with the MN Pay Equity law.

### **Clerk**

- Conducted a successful Presidential Primary Election on March 5<sup>th</sup>.
- Attended the Lyon County Mitigation Plan meeting with various agencies participating in the discussion.
- Attended the annual conference of the Minnesota Municipal Clerks and Financial Officers Association in St. Cloud.
- Worked with staff and the city attorney on amendments to the mobile food truck ordinance.
- Worked on data request information from issued related to Broadmoor Valley

## Finance

- 2024 Bonding – The sale of bonds and the sale of a grant anticipation note (for the state and federal grants for the SRE building) are planned for April 9<sup>th</sup>. Proceeds would be received on or about May 9<sup>th</sup>. Staff participated in a bond rating call on March 20<sup>th</sup>. Please reach out to E.J. if you have any questions about the issuance.
- 2023 Audit – Our auditors plan to be on site for audit fieldwork the week of May 13<sup>th</sup>.

## Liquor Store

- March Financials: Sales \$603,406 +14.6%, Customer Count 16,980 + 9.7%, Ticket Average \$35.50 +4.25%. Overall, a solid month for all financials. We saw a sales increase from the Easter week holiday traffic in March this year compared to Easter falling in April of 2023.
- Staff is working on ‘change of season’ floor merchandising and product placement for Spring.

## COMMUNITY SERVICES

### Community Education

- Community Education has been closing out the Winter/Spring programming. A new class, Spanish for Beginners, extended into eight more sessions, we held a record high babysitting training with 26 students, learn to quilt class and a canvas painting class in the last few weeks.
- We are focusing on finalizing classes for the Summer brochure and learning the new registration software that has been released and will be used for the summer registration.
- Jasmine is working on event planning for Juneteenth, 4<sup>th</sup> of July and City Band.
- We are working on some modifications to increase the convenience and efficiency of the driver’s education program.

### Studio 1

- We participated in a drone-based search and rescue/recovery training exercise in early March to test out a new software package designed for public safety entities. It was determined further testing in a different location will be necessary to work out the best way to shoot a scene and use the software to its fullest potential.
- Ryne and Nick covered the *2024 State of the City* event with a live broadcast and a fully edited program available to view on-demand.
- Recently, there was a bill introduced in the legislature to allow franchising of broadband internet providers the same way we currently franchise cable TV subscription services. This bill would allow municipalities to collect up to a 5% fee on wired internet service providers that have infrastructure in the City right-of-way. These new funds would be used to fund continued operations of community access television stations across Minnesota.
- We continue to cover sporting and community events throughout town and produce our recurring monthly shows such as Tiger Talk, Community Connect, and Senior Compass.

## COMMUNITY PLANNING

### Building Services / Planning & Zoning

- About 200 open permits.
- A new airport hangar are the largest projects under construction. Several large projects are in a plan review stage.
- Rental Ordinance is approved and people have been applying for registration.
- Sign ordinance is being reviewed.

## **PUBLIC WORKS DIVISION**

### **Engineering**

- Project ST-001-2024: Chip Sealing on Various City Streets – Council awarded to Pearson Bros., Inc. of Hanover, Minnesota, at 03/26/2024 City Council.
- Project ST-002-2024: Bituminous Overlay Project - Council awarded to Central Specialties, Inc. of Alexandria, Minnesota, at 03/26/2024 City Council.
- Project ST-007: UCAP Bus Shelter Installations – Project plans are complete. Staff is waiting on final contract requirements from UCAP Transit for their MnDOT grant. Once received, staff will recommend advertisement for bids.
- Project ST-009: N. 3<sup>rd</sup> St./W. Lyon St. Reconstruction (R&G Construction Co.) –The Addison Parking lot will be reconstructed in the spring.
- Project ST-010: Lyon Circle Reconstruction Project – Lyon Circle Reconstruction Project - Bids to be received 04/16/2024 with anticipated award at 04/09/2024 City Council.
- Project ST-012-2024: South Whitney Street Reconstruction Project (East College Drive to Jean Avenue) – Pre-Construction meeting held 03/26/2024, with a proposed starting date of 04/15/2024.
- Project PK-015: Independence Park Parking Lot Project: Council authorized advertisement for bids at 03/26/2024. Bids to be received 04/16/2024 with anticipated award of bids at 04/23/2024 Council.

### **Wastewater**

- All five Significant Industrial User agreements have been updated and submitted to the City Attorney for approval.
- Finished writing the Chloride, Mercury, and PFAS pollutant management plans and have submitted them to Bolton & Menk for review.
- Staff have completed 276 preventative maintenance work orders in the last 30 days.
- The collection crew completed repairs and painting on our flatbed trailer.
- The collection crew is working on lift station maintenance and getting ready for sanitary line cleaning once the weather permits.
- Plant operators continue to work on the west traveling bridge effluent filter.
- Plant operators have started spring maintenance tasks on outdoor equipment.

## **PUBLIC SAFETY DIVISION**

### **FIRE DEPARTMENT**

- The Fire Department responded to fifteen (15) calls for service. Total calls for service included:
  - Fire/CO2 Alarm (5)
  - Fire; Structure (9)
  - Medical Assist (0)
  - Vehicle Accident (1)
  - Other – Assist (0)

### **POLICE DEPARTMENT**

- The Marshall Police Department responded to a total of 1061 calls for the month of March. 66 criminal offenses were reported with a total number of 33 adults arrested.

## OFFICER'S REPORT

- Alarms (10)
- Accidents (34)
- Alcohol involved incidents (1)
- Assaults (6)
- Domestic Assaults (12)
- Burglaries (1)
- Criminal Sexual Conduct (6)
- Damage to Property (3)
- Keys Locked in Vehicles (23)
- Loud Party (7)/ Public Disturbances (15)
- Thefts (16)
- Traffic Related Complaints (289)
- Vandalism (5)
- Warrant Pickups (14)
- Welfare Checks/Mental Health (33)

## DETECTIVE REPORT

- A report of a missing person was investigated. The person was located and found to be safe.
- Five separate cases involving possession and distribution of child pornography are under investigation. Multiple search warrants have been executed.
- Five deaths were investigated during the month of March.
- Ten thefts by swindle cases involving scams and two identity theft cases were investigated.
- A case involving an assault with a stun gun was investigated and referred to the Lyon County Attorney's Office for consideration of charges against a juvenile.
- A suspicious fire was investigated. The case was referred to the Lyon County Attorney's Office for consideration of charges against a juvenile.
- Five cases of criminal sexual conduct are under investigation.
- Twenty-one child protection reports and eight reports from the Minnesota Adult Abuse Reporting Center were investigated in conjunction with Southwest Health and Human Services.

## MERIT CENTER

- In March, MN West held Moped Training and is continuing CDL training utilizing the driving track at the MERIT Center.
- From March 3<sup>rd</sup> to March 4<sup>th</sup> ADM held Confined Space Training with 30 attendees each day.
- From March 5<sup>th</sup> to March 6<sup>th</sup> Ziegler Cat held a Tractor Training course with 12 attendees each day.
- From March 7<sup>th</sup> to March 8<sup>th</sup> Bisbee held an OSHA course with 26 attendees each day.
- On March 7<sup>th</sup>, the USDA/FSA D4 held Orientation with 12 attendees.
- On March 13<sup>th</sup> Southwest Emergency Communication Board held an 8-hour Mental Health Awareness Course through Minnesota Crisis Intervention Team (MN CIT) with 26 attendees.
- On March 14<sup>th</sup> D & G Excavating held a Safety Training with 40 attendees.
- On March 15<sup>th</sup> R & G Construction held their Annual Safety Training with 40 attendees.
- From March 15<sup>th</sup> to March 17<sup>th</sup> North Star Training held EMR Initial Training with 8 attendees each day.
- On March 19<sup>th</sup>, the Natural Resources Conservation Service held a meeting with 60 attendees.
- On March 20<sup>th</sup>, the American Red Cross held the Marshall Area Health Care Workers Red Cross Blood Drive.
- On March 21<sup>st</sup> ADM held their monthly Contractor Safety Training with 40 attendees.
- On March 21<sup>st</sup>, the MERIT Center held their quarterly Commission meeting with 7 attendees.

- From March 25<sup>th</sup> to March 27<sup>th</sup> ARMOR Training held GWO Training for ENGIE with 3 attendees each day.
- On March 26<sup>th</sup>, the Southwest Utility Coordinating Committee held a Utility Safety Meeting with 50 attendees.
- On March 27<sup>th</sup>, the Radio Board held their bi-monthly meeting.
- On March 27<sup>th</sup> North Memorial held First Responder Training with 6 attendees.
- The MERIT Center was utilized 16 out of 31 days with 28 reservations in March. There was a total of 460+ attendees.

#### **EMERGENCY MANGEMENT**

- City personnel participated in a Lyon County Mitigation Plan meeting on March 7<sup>th</sup>, 2024.

**MONTHLY REPORT OF ACTIVITY FOR MARSHALL POLICE For Month and Year ending March 2024 (YTD TOTALS)**

**OFFENSE/ARREST DATA**

	Offenses		Actual	Total Arrests/Excluding traffic	
	Reported	Unfounded	Offenses	Adult	Juvenile
January	75	0	75	33	0
February	93	0	93	19	2
March	66	0	66	33	0
April					
May					
June					
July					
August					
September					
October					
November					
December					

<b>YTD 2024</b>	234	0	234	85	2
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**Averages for all Activities (Calls for Service)**

	#Calls	Time in Hrs
	Total	Spent
January	762	347
February	809	325
March	1061	378
April		
May		
June		
July		
August		
September		
October		
November		
December		
<b>YTD 2024</b>	<b>2632</b>	<b>1050</b>

Accidents	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sep	Oct.	Nov.	Dec.	YTD
Hit and Run	2	3	7										12
Property Damage	26	15	22										63
Personal Injury	3	3	5										11
Fatalities	1	0	0										1
<b>TOTAL 2024</b>	<b>32</b>	<b>21</b>	<b>34</b>	<b>0</b>	<b>87</b>								

CITATIONS	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Citations	17	106	134										257
Parking Tickets	24	30	72										126

**Activities (Calls For Service) \*High Hours Expended**

	Jan.	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Alarms	20	14	10										44
Alcohol	1	2	1										4
Animal Bite	2	2	1										5
Animal Complaint	8	0	11										19
Assault	8	3	6										17
Assists	56	49	53										158
Auto Theft	0	3	0										3
Bike Found	1	4	7										12
Bike Theft	0	2	0										2
Burglary	4	3	1										8
Bus Violation	11	2	3										16
Check Forgery	0	1	0										1
Check Fraud	1	1	0										2
Civil Matters	8	8	11										27
Criminal Sex	4	8	6										18
Damage to Prp	1	2	3										6
Death Investigation	3	4	5										12
Domestics	21	12	12										45
Drugs/Narcotics	0	2	2										4
Family Matters	7	8	17										32
Fire Alarm	0	0	0										0
Gas Meal Assist	1	2	3										6
Gun Permits	6	6	18										30
Harassment	9	12	13										34
Intoxicated/Detox	0	1	1										2
Keys Locked In vehicles	26	23	23										72
Mental Health	12	3	11										26
Fraud	0	3	2										5
Parking Complaints	41	75	129										245
Party Loud Party	4	6	7										17
Pred - Sex Offender	0	0	0										0
Property Found	13	4	6										23
Public Disturbance	8	11	15										34
Pursuit	0	0	0										0
Runaway	7	6	2										15
Escort Funeral,other	7	10	8										25
Search Warrant	0	0	0										0
Suspicious Anything	15	12	21										48
Suspicious Vehicle	6	15	7										28
Tobacco Violation	4	9	6										19
Theft	22	16	16										54
Trains	0	0	0										0
Transport (Marshall PD etc)	2	1	4										7
Trespassing	5	8	8										21
Traffic Related Complaints	111	148	289										548
Unsecured Building	0	0	0										0
Vandalism	4	5	5										14
Violation of OFP	4	4	2										10
Warrant Pickups	8	7	14										29
Welfare Checks	27	18	22										67

Welfare Fraud	0	0	0										0
ERU Activated	0	0	0										0
Weapons Involved	2	2	0										4
<b>YTD 2024</b>	<b>500</b>	<b>537</b>	<b>781</b>	<b>0</b>	<b>1818</b>								

**OFFENSE ACTIVITY BY DAY OF WEEK**

	Mon	Tues	Wed	Thur	Fri	Sat	Sun
January	13	17	13	8	8	5	11
February	9	16	19	13	20	8	8
March	10	15	11	3	9	12	6
April							
May							
June							
July							
August							
September							
October							
November							
December							
<b>YTD 2024</b>	<b>32</b>	<b>48</b>	<b>43</b>	<b>24</b>	<b>37</b>	<b>25</b>	<b>25</b>

**DETECTIVE / INVESTIGATIONS ACTIVITIES**

	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Felonies	28	23	28										79
Gross Misdemeanors	36	28	24										88
Misdemeanors	19	21	18										58



# MARSHALL

## Permit List - Build/Plumb/HVAC/Sign - For Council

<b>Applicant Name</b>	<b>Location</b>	<b>Description of Work</b>	<b>Valuation</b>	<b>Approved Date</b>
Aaron Thooft	322 COLLEGE DR W	HVAC - Furnace	3100.00	04/02/2024
Bladholm Construction	800 SOUTHVIEW CT E	Interior Remodeling - ANY Work Inside, Except Fireplace	600000.00	03/21/2024
Dustin Westover	1206 COLLEGE DR E	Plumbing - Interior remodeling	0.00	03/27/2024
GESKE HOME IMPROVEMENT CO	1001 4TH ST N, 1001 4TH ST N	Doors, Windows	3200.00	03/21/2024
Kevin V Goslar	1208 WESTWOOD DR	HVAC - Air Conditioning, Furnace	9500.00	03/21/2024
KUHNAU/NATHANIEL/&	108 REDWOOD ST E	Interior Remodeling - ANY Work Inside, Except Fireplace	3000.00	03/27/2024
OTTO RENTALS LLC	309 4TH ST S, 309 4TH ST S, 309 4TH ST S	Interior Remodeling - ANY Work Inside, Except Fireplace, Re-Siding, Windows	90000.00	03/21/2024
TUTT CONSTRUCTION INC	500 WINDSTAR ST	Interior Remodeling - ANY Work Inside, Except Fireplace	5000.00	03/21/2024



## Upcoming Meetings

### April

- 04/15 Local Board of Appeals and Equalization Meeting, 5:30 PM, City Hall
  - 04/23 Local Board of Appeals and Equalization Reconvene Meeting, 5:00 PM, City Hall
  - 04/23 Regular Meeting, 5:30 PM, City Hall
- 

### May

- 05/14 Regular Meeting, 5:30 PM, City Hall
- 05/14 Work Session, 7:00 PM, City Hall
- 05/28 Regular Meeting, 5:30 PM, City Hall

# 2024 Regular Council Meeting Dates

2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month *(Unless otherwise noted)*

5:30 P.M.

City Hall, 344 West Main Street

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## January

1. January 9, 2024
2. January 23, 2024

## February

1. February 13, 2024
2. February 27, 2024

## March

1. March 12, 2024
2. March 26, 2024

## April

1. April 9, 2024
2. April 23, 2024

## May

1. May 14, 2024
2. May 28, 2024

## June

1. June 11, 2024
2. June 25, 2024

## July

1. July 9, 2024
2. July 23, 2024

## August

1. Monday, August 12, 2024
2. August 27, 2024

## September

1. September 10, 2024
2. September 24, 2024

## October

1. October 8, 2024
2. October 22, 2024

## November

1. November 12, 2024
2. November 26, 2024

## December

1. December 10, 2024
2. December 17, 2024

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## 2023 Uniform Election Dates

- February 13, 2024
- March 05, 2024
- April 09, 2024
- May 14, 2024
- August 13, 2024
- November 05, 2024

### 204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.

Subdivision 1. School districts; counties; municipalities; special taxing districts. No special taxing district governing body, school board, county board of commissioners, city council, or town board of supervisors shall conduct a meeting between 6:00 p.m. and 8:00 p.m. on the day that an election is held within the boundaries of the special taxing district, school district, county, city, or town. As used in this subdivision, "special taxing district" has the meaning given in section 275.066.