



CITY OF MARSHALL
City Council Meeting
Agenda
Tuesday, April 25, 2023 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 April 11th & the Local Board of Appeal & Equalization on April 17th

PUBLIC HEARING

2. Conduct Public Hearing of Ordinance Amending Section 86-230 Required Number of Spaces

CONSENT AGENDA

3. Consider Approval of the 2023-2024 Township Fire Services Agreements
4. Consider Approval for a Temporary On-Sale Liquor License for the Knights of Columbus Fundraiser
5. Consider Approval of Amendments to Ordinance Division 2-VI-11 Adult Community Center Commission
6. Consider Amendment to Sec. 74-122 regarding Snow Emergency Declaration
7. Introduction of Ordinance Amending Section 86-248 Outside Storage and Call for Public Hearing
8. Consider Authorization to Declare Vehicles as Surplus Property for the Marshall Police Department
9. Consider Approval for a Raffle LG220 Exempt Permit for Holy Redeemer
10. Consider Approval of the Bills/Project Payments

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

11. Request for Conditional Use Permit by Western MN Municipal Power Agency
12. Contract Allowing MRES to Become MMU's Administrator of the New WAPA Renewable Energy Credits
13. Missouri River Energy Services & MMU Reserve Capacity Agreement
14. Project AP-003: Airport Snow Removal Equipment (SRE) Building - Consider Rejection of Bids
15. Project ST-003: South 1st Street/Greeley Reconstruction Project – 1) Resolution Declaring Cost to Be Assessed and Ordering Preparation of Proposed Assessment; 2) Resolution for Hearing on Proposed Assessment
16. Project ST-004: Halbur Road Reconstruction Project – 1) Resolution Declaring Cost to Be Assessed and Ordering Preparation of Proposed Assessment; 2) Resolution for Hearing on Proposed Assessment
17. Project ST-023: W. Lyon Street (College to 1st) Reconstruction Project – 1) Resolution Declaring Cost to Be Assessed and Ordering Preparation of Proposed Assessment; 2) Resolution for Hearing on Proposed Assessment
18. Consider a Resolution Providing for the Issuance and Sale of the City's GO Bond Series 2023A
19. Consider Appointments to Various Boards, Commission, Bureaus, and Authorities

COUNCIL REPORTS

20. Commission/Board Liaison Reports
21. Councilmember Individual Items

STAFF REPORTS

22. City Administrator
23. Director of Public Works/City Engineer
24. City Attorney

INFORMATION ONLY

25. Public Housing Commission Minutes
26. Planning Commission Minutes
27. Building Permits

MEETINGS

28. Upcoming Meetings

ADJOURN



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, April 11, 2023
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider Approval of the Minutes from the Regular Meeting & Work Session Held on April 11, 2023
Background Information:	Enclosed are the minutes from the previous meeting.
Fiscal Impact:	
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk, Steven Anderson, prior to the meeting.
Recommendations:	That the minutes from the meetings held on April 11 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, April 11, 2023**

The regular meeting of the Common Council of the City of Marshall was held April 11, 2023, 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, John Alcorn, See Moua-Leske and James Lozinski. Absent: Steve Meister. Staff present included: Sharon Hanson, City Administrator; Pamela Whitmore, City Attorney; Jason Anderson, Director of Public Works/City Engineer; E.J. Moberg, Director of Administrative Services; Amanda Beckler, Community Education Coordinator; Dave Parsons, City Assessor; Preston Stensrud, Park & Rec Supervisor; Scott Truedson, Wastewater Superintendent; Scott Przybilla, Assistant Wastewater Superintendent; Ilya Gutman, Plans Examiner and Steven Anderson, City Clerk.

The Pledge of Allegiance was recited at this time.

Consider Approval of the Minutes from the Regular Meeting Held on March 28, 2023

There were no changes or amendments to the minutes.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to approve the minutes. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

Vacation of Utility Easements in Stonebridge Estates – 1) Public Hearing on Resolution Granting Petition to Vacate Utility Easement; 2) Consider Resolution Granting Petition to Vacate Utility Easement

A petition was received from the owner of the property that is in the proposed area for utility easement vacation. The purpose of the vacation is for the construction of a dwelling and reconfiguration of Lots 9, 10, 11, and 12, Block Eight, Stonebridge Estates and a copy of the request has been sent to all the local utility companies for their review. No concerns were given by the utility companies regarding the vacation. Mayor Byrnes opened the public hearing for comment and no comments were given by the public or council members.

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

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to approve Resolution 23-029 granting the petition to vacate utility easement. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

General Obligation Bonds, Series 2023A. 1) Conduct a Public Hearing 2) Resolution Approving Property Tax Abatement to Finance Certain Public Improvements in the City

The City is proposing property tax abatement to aid in financing certain public improvements, including parking lot improvements and improvements to various city parks (Independence Park, Legion Field, and the Amateur Sports Center) (the "Project"), all pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended. The City intends to issue one or more series of general obligation bonds, a portion of which will be designated as tax abatement bonds, in the aggregate principal amount estimated not to exceed \$600,000 to pay the costs of the project. The abatement bonds are expected to be paid primarily through the collection of abatement revenues. Mikaela Huot from Baker Tilly gave a presentation on Tax Abatement Financing on what it is, eligible uses for the city and how the process works. Mayor Byrnes opened the public hearing for comment and no comments were given by the public or council members.

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

Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn to approve Resolution 23-030 to use Property Tax Abatements to Finance Certain Public Improvements in the City. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

General Obligation Bonds, Series 2022A. 1) Conduct a Public Hearing 2) Consider a Resolution Approving a Five-Year Street Reconstruction Plan and the Issuance of General Obligation Street Reconstruction Bonds

The city is authorized under Minnesota Statutes, Section 475.58, subdivision 3b, to prepare a plan for street reconstruction or bituminous overlay of streets in the city over the next five years, which includes a description of the street reconstruction or overlay to be financed, the estimated costs, and any planned reconstruction or overlay of other streets in the city over the next five years. The city may issue general obligation bonds to finance the cost of street reconstruction activities described in such a plan. The allowed maximum principal amount is \$3,700,000 to finance the costs of the projects, as described in the Plan. Mikaela Huot from Baker Tilly gave a presentation on Street Reconstruction Financing on what it is, eligible uses for the city and how the process works. Mayor Byrnes opened the public hearing for comment and no comments were given by the public or council members.

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

Councilmember Lozinski verified that this was just a plan and not a commitment to any projects.

Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn to approve Resolution 23-031 Approving a 5-Year Street Reconstruction Plan and issuance of bonds. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

Awards of Bids for Construction of New Picnic Pavilion at Amateur Sports Complex

The construction of a Picnic Pavilion with Storage is the final structure to finalize the vision for the Amateur Sports Complex. The facility will provide much needed shade for the users, storage of maintenance equipment and supplies, and an additional shelter for community members to rent for events such as birthday parties. On April 5, 2023, three bids from local contractors were received. Doom & Cuyper's Construction, Inc. of Marshall, MN submitted the low bid of \$171,642.00 and is recommended for approval. Start date for construction would be mid-summer with a proposed completion date of October 1, 2023. The layout and size of this structure will be identical to the new picnic pavilion at Patriot Park. \$170,000.00 was budgeted in the 2023 Parks Department CIP for this project. Discussion occurred about budgets and finding sources that could possibly cover the difference in the bid amount.

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to award Doom & Cuyper the bid for the Picnic Pavilion at the Amateur Sports Complex. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

Authorization to Purchase Sprayer for Parks Department from Midwest Machinery Co. of Hastings, MN and Declare 1995 Sprayer Surplus Equipment

Midwest Machinery Co. is the state contract holder for this piece of equipment and the only dealer that can provide this piece of equipment due to licensing through John Deere. The most comparable sprayer is from Toro and about \$20,000 higher. The state contract price for this unit is \$65,167.59. \$59,500 is the current budget amount as per pricing in the fall

of 2022. Due to volatility in the markets and a January pricing increase the cost has since gone up. The auction of the 1995 sprayer will offset some of these costs, but the exact amount is unknown at this time. Estimated delivery might be early winter or spring of 2024 if the sprayer was ordered now. The current sprayer being used by the Parks Department would be handed down to the Street Department and will replace a much older model that is being used. The council discussed options of splitting payment or possibly delaying delivery into 2024 and have the difference added to the 2024 budget.

Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn to authorize the purchase of a sprayer for the Parks Department from Midwest Machinery Co and declare the 1995 sprayer surplus. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

Approval of the Consent Agenda

There were no requests to remove any items from the consent agenda for additional discussion.

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

- Consider Request of the Marshall Downtown Business Association for Crazy Days (Thursday-July 20, 2023)
- Introduce Amendments to Ch.2, Article 2-VI, Division 2-VI-11 Adult Community Center Commission of City Ordinance
- Introduction of Ordinance Amending Section 86-230 Required Number of Spaces and Call for Public Hearing
- Consider Approval of the Bills/Project Payments

Real Property Acquisition – Relocation of Aquatic Center

City of Marshall Staff and Attorney Dennis Simpson has been working with Schwan's Shared Services, LLC, for the acquisition of real property regarding the relocation of the Aquatic Center. Attached for review and consideration is a proposed real property Purchase Agreement to be entered into between the City of Marshall as Purchaser and Schwan's Shared Services, LLC, as Seller. Minnesota Law requires that a binding agreement between Buyer and Seller must be in writing to be enforced. The property to be purchased is adjacent to an additional private parking lot also owned by Schwan's Shared Services, LLC. The Purchase Agreement does anticipate that the City and Schwan's would enter into a long-term lease agreement wherein the private parking lot could be used for public parking purposes for those visiting and using the aquatic center. Schwan's would retain ownership of the parking lot and would continue to pay property taxes.

The closing on the purchase of property is contingent upon the following items: The City does have adequate funds for the purchase of property. However, funding source is to be obtained for the funds necessary for the construction of the new aquatic center. Funding for that project is proposed as an extension of the existing local sales tax option. Legislative approval must be obtained authorizing the City to proceed with the extension of the local sales tax option. That legislative approval then would require that the citizens of the City of Marshall approve the extension of the local sales tax option. The City Council for the City of Marshall must approve this Purchase Agreement. If any one of those options fails, then the City of Marshall is not obligated to purchase the property. The closing date is proposed to be on or before December 15, 2023.

Motion made by Councilmember Schafer, Seconded by Councilmember Moua-Leske to approve the proposed purchase agreement to acquire property for the relocation of the Marshall Aquatic Center. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

Wastewater Facility NPDES Permit Update and Authorize Execution of Chloride Variance Application to the MPCA

The Wastewater Treatment Facility (WWTF) has been operating under an expired NPDES permit since 2019 while awaiting reissuance of a new permit from the Minnesota Pollution Control Agency (MPCA). On April 1, 2022, a New Limits Notification letter from the MPCA was received which outlined new discharge requirements. In the new limit notification letter, the MPCA notifies the city of numerous parameters that require new effluent limits to ensure compliance with water quality standards. According to the letter, the WWTF will be required to meet new limits for total chloride, total copper, total phosphorous, total dissolved solids (TDS), sulfate, and chronic whole effluent toxicity (WET). Since receiving the new limit notification letter, City staff has partnered with Bolton & Menk and Flaherty & Hood (through the Minnesota Environmental Science and Economic Review Board—MESERB) to hold discussions with the MPCA regarding our new permit limits. The City and Bolton & Menk staff have met multiple times with the MPCA to discuss the new limits and the ability to reasonably comply with the requirements of the limits.

Scott Truedson, Wastewater Superintendent and Scott Przybilla, Asst. Wastewater Superintendent gave a PowerPoint presentation to review the specific parameters of concern from the new limits letter. The presentation also updated the council on the status of the WWTF efforts and the proposed path moving forward.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to authorize the execution and submission of the Chloride Variance Application to the MPCA. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

Consider Appointments to Various Boards, Commission, Bureaus, and Authorities

Mayor Byrnes made the following recommendations for appointment:

- Dean Knutson to the Public Housing Commission with a term date ending May 31, 2028
- Amanda Kinner-Alahakoon to the Diversity, Equity and Inclusion Commission with a term date ending May 31, 2025
- Jim Muchlinski to the Planning Commission with a term date ending May 31, 2026

Motion made by Councilmember Alcorn, Seconded by Councilmember Lozinski to affirm the Mayor's recommendations to various boards, commissions, bureaus and authorities. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. Voting Abstaining: Councilmember Schroeder. The motion **Carried. 6-0.**

Commission/Board Liaison Reports

- | | |
|-----------|--|
| Brynes | No report. |
| Schafer | <u>Airport Commission</u> : Talked about the rental increase for the hangers and how the rates for the hangers hadn't changed in 20 years. |
| Meister | <u>EDA</u> : Talked about renovations to the former ShopKo building. A daycare appreciation event was held at Brau Brothers. Discussion about methods of attracting businesses and activities into the area. A community video project is in the works with collaboration from Community Services. |
| Schroeder | <u>Public Housing Commission</u> : Passed resolution for an amended lease unit deposit and ceiling rents. |
| Alcorn | No report. |

Moua-Leske Diversity, Equity & Inclusion Commission: World Fest will be on Saturday April 15 and DEI will have a table. Work is being done on translating materials and having an audio option available. Welcoming Week is scheduled for September 19th. LMC will be hosting a Race Equity Workshop at the MERIT Center.
Library Board: An estimate was given for the possibility of bringing back the daycare program. The annual report was reviewed, and the Friends of Library Book Sale was a great success and raised over \$6,000.

Lozinski No report.

Councilmember Individual Items

Councilmember Schafer brought up concerns that he had about the state of a number of rentals and the conditions they are in.

Councilmember Lozinski encouraged the Light Up the Night group to remove their lights from Independence Park and to be aware that people are out and about again so please be careful of pedestrians and traffic.

Mayor Byrnes gave a brief update on legislative items that are pending that involve the city.

City Administrator

Staff have been working on an online process for the Rental Code Ordinance Committee, and remedies to existing violations. The DEI Commission is also working on a Youth Advisory Commission that will come to L&O and Attorney Whitmore. Community Services Advisory Board met and with such a large number of new members lots of staff were present to give updates. The board might also turn into a recommendation body similar to other boards that make suggestions that go to council. The Community Services Summer Brochure will be coming out in the first week in May and will be mailed to Marshall residents.

Director of Public Works/City Engineer

The Lyon/3rd Street reconstruction project will begin the week of April 17th starting with the closure of 3rd Street. R&G will try to make sidewalk access available to businesses and there will be weekly meetings with businesses. Mayor Byrnes asked about the postal drop boxes that were re-located to the alley and the increased traffic on the church property. Anderson said that staff will reach out to the Postmaster to come up with a viable solution for the postal drop boxes.

City Attorney

No report.

Administrative Brief

There were no questions on the Administrative Brief.

Information Only

There were no questions on the Information Only items.

Upcoming Meetings

There were no questions on the Upcoming Meetings.

Adjournment

At 6:46 PM Motion made by Councilmember Schroeder, Seconded by Councilmember Alcorn to adjourn the meeting. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

Attest:

City Clerk

Mayor

**CITY OF MARSHALL
WORK SESSION
M I N U T E S
Tuesday, April 11, 2023**

The work session of the Common Council of the City of Marshall was held April 11, 2023, at City Hall, 344 West Main Street. The meeting was called to order at 6:52 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, James Lozinski, Amanda Schroeder, John Alcorn, and See Moua-Leske. Absent: Steve Meister. Staff present included: Sharon Hanson, City Administrator; E.J. Moberg, Director of Administrative Services; Dave Parsons, City Assessor; Carolyn Runholt, Appraiser; and Steven Anderson, City Clerk.

Local Board of Appeals and Equalization Informational Session

Parsons presented to members information regarding valuation timelines, property sales, and classification adjustments for 2023 assessments. Minnesota law requires that the median ratio of sale prices compared to the assessor's estimated market values fall in the range of 90 to 105 percent. A calculation is done for all "qualified, arm's length transactions" by property type and adjustments are done based on the result. Parsons explained how the homestead exclusion is calculated and has not been adjusted over several years. A proposal is currently moving its way through the legislature. The assessor's office goes through the city via a annual quintile process. Parsons also reviewed information for the upcoming Local Board of Appeal and Equalization meeting to be held on April 17.

Adjourn

At 7:42 PM Mayor Byrnes adjourned the work session.

Mayor

Attest:

City Clerk

Local Board of Appeal and Equalization
April 17, 2023 @ 5:30 p.m.
Marshall City Council Chambers

LBAE Members Present: Byrnes, Schafer, Lozinski, Meister, Schroeder, Moua-Leske

LBAE Members Absent: Alcorn

Staff Present: David Parsons, Carolyn Runholt, Doris Huber, Sharon Hanson, Mark Buysse, County Assessor

Others Present: Sara VanLeeuwe, William & Mary Schuna, Donna Slettedahl, Emmett Bakke

The 2023 Local Board of Appeal and Equalization (LBAE) convened at 5:30 p.m. on April 17, 2023. The purpose of the meeting is to answer questions regarding the valuation of property, and for taxpayers to appeal the 2023 Estimated Market Value. The Board can resolve any appeals tonight or can reconvene the meeting on April 25, 2023, at 5:00 pm in the Marshall City Council Chambers. If the owner does not agree with the recommendation, the next step is to attend the County Board of Appeal on June 20, 2023, at 6:30 pm.

City Assessor David Parsons gave a presentation regarding the assessment changes, new construction totals, sales ratio graphs, valuation changes graphs, and other sales information. Parsons stressed all taxpayers should apply for the Property Tax Refund if they qualify.

Slettedahl questioned what the Property Tax Refund requirements were. Parsons indicated the best source would be your tax accountant to see if you qualify.

Emmett Bakke – 614 Kathryn Avenue (27-209007-0). No specific questions. Was looking for information on what was happening.

William and Mary Schuna – 616 West Thomas Avenue – (27-210003-0). They live in Eatros Addition which are considered starter homes. The homes are now selling north of \$200,000. Parsons indicated the Assessor's office is the historian of sales. The values of the homes reflect the different characteristics of the homes, and how they are selling. Schuna requested more information on the prior sales in the area. The Assessor's office will set up a time to discuss the sales with the Schuna's.

Sara VanLeeuwe – 705 Nuese Lane – 27-652019-0. VanLeeuwe came for information only. No follow-up is necessary.

Donna Slettedahl questioned the sales of property around Parkview Drive. She would like to see all the sale prices and the assessed value at time of sale.

Donna Slettedahl also questioned the value and taxes for Joan Haugen – 110 Parkview Drive. Assessor Parsons indicated we would contact Ms. Haugen regarding her value questions.

Byrnes indicated there was an assessor recommendation in the packet on the Mall Property owned by First Premier Bank. This will be carried forward to the reconvene meeting.

Byrnes recessed the meeting at 6:15 p.m. The meeting will reconvene on April 25, 2023, at 5:00 p.m.

Respectfully Submitted



Doris Huber, Assessment Technician

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Ilya Gutman
Meeting Date:	Tuesday, April 25, 2023
Category:	PUBLIC HEARING
Type:	INFO/ACTION
Subject:	Conduct Public Hearing of Ordinance Amending Section 86-230 Required Number of Spaces
Background Information:	<p>There are minimal changes to the parking spaces table. One change was the result of analyzing a specific request for parking to significantly exceed current requirements. We also remove the limit to the maximum number of spaces to let businesses be more in control of their parking.</p> <p>At the December 14, 2022, regular Planning Commission meeting, Deutz made a motion, second by Muchlinski to recommend to city council an approval as recommend by staff. All voted in favor of the motion.</p> <p>At the meeting on April 4, 2023, the Legislative and Ordinance Committee voted to recommend to council the approval of revisions to City Ordinance Section 86-230 Required number of spaces.</p> <p>The Ordinance Amending Sections 86-230 Required number of spaces was introduces at the April 11, 2023, City Council meeting</p>
Fiscal Impact:	None
Alternative/ Variations:	None Recommended
Recommendations:	<p>that the Council close the public hearing on the Ordinance Amending Section 86-230 Required number of spaces.</p> <p>that the Council adopt Ordinance 23-007, which is the Ordinance Amending Section 86-230 Required number of spaces.</p>

Section 86-230 Required Number Of Spaces

Off-street parking areas of sufficient size to provide parking for patrons, customers, suppliers, visitors and employees shall be provided for each use. For mixed use buildings, the required number of parking spaces shall be calculated separately for each area use and then added up. Unless otherwise noted, required off-street parking noted as a S.F. (square foot) ratio is to be applied to the gross building area for each use. The minimum number of off-street parking spaces for each use is listed in table 86-230. ~~The number of provided parking spaces shall not exceed the minimum number by more than ten percent.~~

Apartment (more than 4 units)	1/ efficiency or one bedroom unit plus 2/ two or more bedroom unit plus 1/ 4 units for visitors
Assisted and congregate living facility	0.5/ unit plus 1
Art gallery, museum	1/ 500 S.F.
Assembly or auditorium with fixed seats, theatre	1/ 4 seats
Assembly without fixed seats not listed anywhere else, arcade	1/ 100 S.F.
Auction house	1/ 100 S.F. or 1/ 4 fixed seats, whichever is greater
Bank	1/ 300 S.F.
Baseball, soccer, football field, arena or stadium	1/ 4 seats plus 20/ field (court, rink, etc.) plus 1 oversize space/field (court, field, etc.)
Beauty salon, barber shop, massage or tattoo parlor, tanning salons	2/ service station or bed
Bed and breakfast	1/ guest bedroom plus 2
Boarding or lodging house	1/ rented bed plus 2
Boat, ATV, RV sales and service	1/ 1,000 S.F. plus as required for outside sales lot
Bowling alley	4/ alley plus 2
Car wash	2
Church	1/ 5 seats in largest auditorium
Clinic, medical, dental, etc., doctor or chiropractic office	1/ 250 S.F.
Convenience store	1/ 200 S.F. plus 1 plus 1 oversize space plus as required for fuel station if applicable
Corrections facility, jail	1/ 10 beds plus 1/ employee
Court, tennis or racquetball, without fixed seating	2/ court plus 1
Dance hall	1/ 50 S.F.
Classroom	1/ classroom plus 1/ 10 participants

Dwellings, one to four units	2/ dwelling plus one for each roomer or boarder <u>or each tenant beyond four for units not rented to a single family</u>
Drinking or dining establishment, sit down or buffet restaurant, bar	1/ 50 S.F. of seating area , plus 1/ 100 S.F. of kitchen and storage area
Dining establishment: fast food restaurant	1/ 75 S.F. of seating area , plus 1/ 100 S.F. of kitchen and storage area
Farm implement, industrial equipment, and truck sales and service	1/ 1,000 S.F. plus 50% of required for outside sales lot
Fraternity or sorority house, dorm	1 / bedroom plus 1/ 4 bedrooms for visitors
Funeral home	1/ 100 S.F. or 1/ 4 fixed seats in largest parlor, whichever is greater
Furniture, large appliances, spas, building materials, garden supplies sales, retail greenhouse	1/ 500 S.F. for area less than 20,000 S.F. plus 1/ 1,000 S.F. for area over 20,000 S.F.
Golf course	4/ green plus 1/ 200 S.F. of clubhouse
Grocery, food, and beverage sales	1/ 200 S.F. plus 1 oversize space/ 30,000 S.F.
Golf, miniature course	2/ hole plus 1
Golf, driving range	2/ tee plus 1
Hospital	1/ 2 beds plus 1/ employee
Kennel	1/ 10 kennels plus 1/ employee
Library	1/ 500 S.F. plus 1/ employee
Manufactured home park	2/ home plus as required for office building
Manufacturing, fabricating, processing or printing plants	1/ 800 S.F.
Motor vehicle fuel station	1 plus as required for convenience store if applicable
Motor vehicle sales	1/ 500 S.F. plus as required for outside sales lot
Motor vehicle repair	3 / service stall plus 1 ₂
Motor vehicle garage (commercial)	1/ stall plus 1
Motel or hotel	2 plus 1/ room plus 1 oversize space/ 30 rooms
Nursing or rest home, memory care	1/ 6 beds plus 1/ employee
Office: business (data processing center, call center, radio and TV station, etc.)	1/ 200 S.F.
Office: professional (insurance, accountant, travel agent, etc.), public (city, county) or industrial/contractor	1/ 300 S.F.
Outside sales lot	1/ 5,000 S.F. for area less than 20,000 S.F. plus 1/ 10,000 S.F. for area over 20,000 S.F.
Park	4/ acre plus 2/ playground plus 5/ shelter plus 20/sports field
Recreation: fitness club, gymnasium, pool and martial arts studio, without fixed seating	1/ 200 S.F.

Residential facility, group home	0.5/ bedroom plus 2
Retail store: general, department, hardware, discount, drug; shopping center; pawn shop; wireless store	1/ 200 S.F. for area less than 2,000 S.F. plus 1/ 300 SF for area over 2,000 S.F. but less than 100,000 S.F. plus 1/ 1,000 S.F. for area over 100,000 S.F.
Retail store: specialized, boutique	1 plus 1/ 500 S.F.
Service establishment: laundry, repair, dry-cleaning, rental, phot studio, etc.	1/ 500 S.F. plus 1
Service establishment (labor intensive): glazing shop, take out only restaurant, bridal shop, etc.	1/ 500 S.F. plus 3
School: Elementary or junior high, private or public	1.5/ classroom or 1/ 20 students or 1/ 4 seats in the largest auditorium, whichever is greater
School: Senior high, public or private	10/ classroom or 1/ 3 students or 1/ 4 seats in the largest auditorium or gymnasium, whichever is greater
School: post-secondary, professional or business (educational buildings)	15/ classroom
Short-term rental	1/ bedroom minus 1, but not fewer than 2
Skating rink	25
Swimming pool	1/ 200 S.F. of lap pool area plus 1/ 500 S.F. of kids pool area plus 1/ employee
Terminal, passenger-bus, train, airline	1/ 200 S.F.
Veterinary clinic	1/ 500 S.F.
Rental storage units	1/ 4 units plus 1 plus as required for office if applicable
Wholesale sales and warehouse	1/ 2,000 S.F.

Table footnotes:

- (a) Continuous benches and pews shall be assumed to allow one person per 22 inches of length.
- (b) Rental storage units parking spaces located in front of storage units do not require painted line identification and independent access.
- (c) When parking requirements are determined by employee counts, such calculation shall be based on the maximum number of employees on the premises at any one time; when parking requirements are determined by student or participant count, such calculations shall be based on the maximum design or licensed capacity.
- (d) Parking spaces for all outside sales lots and other outside uses shall be calculated separately based on this table in addition to building parking requirements.
- (e) The number of required parking spaces for parks, sports fields, churches, and stadiums may be reduced by 20 percent if gravel or grassy overflow space, adequate to compensate for reduced parking, is provided and all landscaping section requirements are met without considering overflow space.
- (f) In all industrial zoning districts, the city may allow a reduction in the number of required parking spaces for industrial uses when the owner can demonstrate, in documented form, a required need less than prescribed by the ordinance . The city may require the additional land

necessary to meet the required parking standard to be placed in reserve for parking development should the use change or parking provided be determined inadequate. If at any time the city determines parking to be inadequate, the city may require construction of any or all of the additional parking held in reserve.

- (g) Buildings or building areas where an accessory storage constitutes more than 30 percent of the use area shall be considered mixed uses and parking calculations shall be based on mixed use requirements.
- (h) Buildings where an auxiliary use serving the main use constitutes more than 20 percent of building human occupancy or building area and people not using the rest of the facility are allowed to be present shall be considered mixed use buildings and parking calculations shall be based on mixed use requirements except only 90 percent of parking spaces required for auxiliary uses shall be provided.
- (i) If calculated number of parking spaces is less than five, an accessible space shall be provided in addition to those spaces.

(Ord. No. 686, § 1, 6-10-2014)



**CITY OF MARSHALL, MINNESOTA
ORDINANCE 23-007**

**AN ORDINANCE AMENDING
MARSHALL CITY CODE OF ORDINANCES – CHAPTER 86
RELATING TO ZONING**

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

Section 1: City Code of Ordinances, Chapter 86, Article VI, Sections 86-230 Required number of spaces are hereby amended.

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 23-007.

It is hereby directed that only the above Title and Summary of Ordinance 23-007 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 at the office of the City Clerk, City Offices, 344 West Main Street, Marshall, Minnesota 56258.

Section 3: These Ordinances shall take effect after their passage and summary publication.

Passed and adopted by the Common Council this 25th day of April 2023.

THE COMMON COUNCIL

ATTEST:

Mayor of the City of Marshall, MN

City Clerk

Introduced on: April 11, 2023

Final Passage on: April 25, 2023

Published in the Marshall Independent: _____

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Steven Anderson
Meeting Date:	Tuesday, April 25, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of the 2023-2024 Township Fire Services Agreement
Background Information:	<p>Township Fire Service Agreements are reviewed annually. The formula creates fees for fire protection based on operation costs, population, market value, and sections served while still implementing a phase in period to bring township fees to the desired level. This can create different section rates for each township but will better reflect the services being provided based off the above-mentioned factors.</p> <p>Four townships have returned executed agreements and are being brought forth for final approval.</p> <p>Clifton Township: \$21,584.47 Lake Marshall Township: \$25,667.53 Lynd Township: \$10,792.23 Sodus Township: \$22,134.29</p>
Fiscal Impact:	\$80,178.52
Alternative/ Variations:	None Recommended.
Recommendations:	To approve the 2023-2024 Township Fire Services Agreement.

FIRE SERVICES AGREEMENT

May 1, 2023 - April 30, 2024

THIS FIRE SERVICES AGREEMENT (“**Agreement**”) is made and entered into this 1st day of May 2023 by and between the City of Marshall (“**City**”), a Minnesota municipal corporation, and _____ Township (“**Township**”), a Minnesota public corporation. City and Township may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

- A. The City has established the Marshall Fire Department (“**Fire Department**”) and is willing to provide fire services (“**Fire Services**”) to Township in accordance with the terms and conditions of this Agreement.
- B. For the purposes of this Agreement, the Fire Services provided by the Fire Department include the deployment of firefighting personnel and equipment to extinguish a fire or perform any preventative measure in an effort to protect equipment, life or property in an area threatened by fire. The term also includes the deployment of firefighting personnel and equipment to provide fire suppression, rescue, extrication, and other services related to fire and rescue as may occasionally occur. All such services are of the type provided by the Fire Department within the City.
- C. Township desires to purchase Fire Services from the City in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, and intending to be legally bound, the parties hereby agree as follows:

- 1. Services. Township agrees to purchase from City, and City agrees to provide Township, Fire Services within Township’s service territory as described or depicted in the attached Exhibit A (“**Service Territory**”).
- 2. Compensation. Township shall pay City \$_____ (which is \$_____ per section) (“**Payment Amount**”) on or before May 1, 2023 for the Fire Services provided under this Agreement. The Payment Amount is based on the formula calculation for this time period as summarized in the attached Exhibit B. Successive years under the formula shown in Exhibit B are for estimation purposes only and are subject to change.
- 3. Service Charge.
 - (a) The parties agree City may charge those receiving Fire Services within Township the service fees and charges identified in the attached Exhibit C (collectively, the “**Service**”

Charge”). City shall be responsible for directly billing and collecting the Service Charge from the recipients of the Fire Services. Township delegates to City such authority as may be needed for City to impose and collect the Service Charge from those receiving Fire Services within Township. If the party receiving Fire Services did not request the services, but a fire or other situation existed which the City determined necessitated the provision of Fire Services, the party will be charged and billed for the applicable Service Charge. City will bill all recipients of Fire Services in Township regardless of whether such services are covered by the party’s insurance. Any portion of the Service Charge billed that is not covered by a party’s insurance remains a debt of the party receiving the Fire Services.

- (b) The Service Charge billed by City is due and payable within 30 days of the date of the invoice. If the Service Charge is not paid by that time, it becomes delinquent and City will send notice of delinquency and charge a 1.5% administrative penalty on the unpaid balance.
- (c) If any portion of the Service Charge remains unpaid 30 days after sending the notice of delinquency, City will use all practical and reasonable legal means to collect the Service Charge. The party subject to the Service Charge receiving Fire Services shall be liable for all collection costs incurred by the City including, but not limited to, reasonable attorney fees and court costs.
- (d) The City may certify any unpaid Service Charge to the County Auditor for collection on the recipient’s property taxes as provided in law. The County Auditor is responsible for remitting to the City all charges collected from such certified amounts, together with any applicable penalties and interest.

- 4. Allocation of Resources. The parties understand the Fire Department officer in charge of the particular emergency scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate and reallocate the Fire Department’s personnel and equipment under the circumstances of a given situation. It is further understood City has entered into, and will from time to time enter into, similar arrangements with other townships and municipalities within the area and that calls will generally be responded to in order in which they are received by the City. Failure to provide Fire Services because resources are already deployed, poor weather conditions, or other conditions beyond the control of City shall not be deemed a breach of this Agreement.
- 5. No Guarantee. The parties understand and agree City will endeavor to reasonably provide Fire Services given the circumstances, but City makes no guarantees that the Fire Services it provides in a given situation will meet any particular criteria or standard. The City and its officers, employees, and volunteer shall not be liable to Township or any other person for failure to furnish assistance under this Agreement or for recalling assistance.
- 6. Term. The term of this Agreement is from May 1, 2023 through April 30, 2024, unless terminated earlier as provided herein.
- 7. Ownership. City owns the buildings and equipment associated with the Fire Department and the amounts paid by Township under this Agreement do not give rise to any ownership interest

in, or responsibility toward, those items of City property.

8. City's Responsibilities. In addition to any other obligations described herein, City agrees to:

- (a) Maintain equipment, personnel and related training and certifications to provide Fire Services within the Service Territory; and
- (b) Authorize and direct the Fire Department to provide the Fire Services described herein within the Service Territory when dispatched to provide such services.

9. Township's Responsibilities. In addition to any other obligations described herein, Township shall:

- (a) Pay City the Payment Amount as indicated above for the term of this Agreement by or before the date indicated herein; and
- (b) It is understood and agreed Township shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLSA, FMLA, or any other employment related issues. It is further agreed Township has no responsibility, beyond paying the agreed upon Payment Amount, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the Fire Services described herein.

10. Insurance Requirements. City shall maintain general liability insurance related to the Fire Services provided under this Agreement. City shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. City shall also maintain inland marine, automobile, and property insurance coverages. City shall also maintain workers' compensation coverage as required by law.

11. Indemnification. City agrees to defend and indemnify Township against any claims brought or actions filed against Township or any officer, employee, or volunteer of Township for injury to, death of, or damage to the property of any third person or persons, arising from City's performance under this Agreement for Fire Services. Under no circumstances, however, shall City be required to pay on behalf of itself and Town, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for Township and City may not be added together to determine the maximum amount of liability for City. The intent of this subdivision is to impose on City a limited duty to defend and indemnify Township for claims arising out of the performance of this Agreement subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

12. No Waiver. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.
13. Modification. This writing, including the recitals and exhibits which are incorporated in and made part of this Agreement, contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this Agreement are valid unless reduced to writing, signed by both City and Township, and attached hereto.
14. Subcontracting & Assignment. City shall not subcontract or assign any portion of this Agreement to another without prior written permission from Township. Services provided to Township pursuant to a mutual aid agreement City has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of Township so long as City remains primarily responsible for providing Fire Services within the Service Territory.
15. Termination. If Township fails to pay City the Payment Amount as provide herein, City may terminate this Agreement 60 days after providing Township a written notice of termination.
16. Service Contract. This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties.
17. Minnesota Law Governs. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this contract shall be venued in Lyon County, Minnesota.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

City of Marshall

By _____.
Mayor of Marshall

By _____.
City Administrator

Attest: _____
City Clerk

_____ Township

By _____
Chairperson

Attest: _____
Clerk

Date of Signing

EXHIBIT A
Township Service Territory

EXHIBIT B
Fire Service Fee Summary

[attached hereto]

EXHIBIT C
Fees and Charges

Fee Description	Fee in dollars (\$)
Fire/rescue call	1000.00
After 5 hours, incident billing will follow the Southwest/West Central fire department association mutual aid agreement.	
Hazardous material trailer	750.00 plus cost of supplies and materials used.
Pumping fuel or gas (if tank compromised or immediate danger to life or environment)	1.00 per gallon in and out (48 hours to pick up) If not picked up in 48 hours, owner will be assessed cost of removal by the hazardous waste contactor.
Fire calls caused by negligence billed on the following cost of equipment and personnel:	
<u>Equipment</u>	
Rescue Truck	125.00 per hour
1500 GPM Engine	295.00 per hour
1000 GPM Engine	200.00 per hour
Ladder truck	750.00 for initial first hour, 250.00 per hour thereafter
Tanker	160.00 per hour
Grass rig	125.00 per hour
Hazardous material (Haz-Mat) trailer	125.00 per hour
Water auger with engine or tanker	150.00 per hour
UTV	85.00 per hour
Mileage to organizations outside the Southwest/West Central fire department Mutual aid agreement.	1.75 per mile
Any tools/equipment damaged/destroyed due to the call for service will be assessed at the actual cost to the owner or responsible party of the call for service.	
<u>Supplies</u>	
AFFF Foam	150.00 per pail or higher based on market price
AR-AFFF Foam	200.00 per pail or higher based on market price
Floor dry	15.00 per bag
55 gallon steel drum with lid (fuel removal)	135.00 per barrel
8" x 10 ft. absorbent boom	145.00 per boom
4'X8' Plywood	\$25.00 per sheet
<u>Other</u>	
Natural gas hits	750.00 per call
Automatic fire alarm activation	750.00 (3 rd call and after within a 72 hour period OR 3 business days, until functional)
Education trailer (upon request and subject to availability of resources).	150.00 per day to all departments Mileage will be charges to organizations outside the Lyon County Mutual Aid area at a fee of 1.75 per mile
Fire Chiefs call for service (officer's pages)	100.00 per hour
Personnel	25.00 per firefighter / per hour

1. The term "negligence" is defined as disregard or failure to reasonably have taken actions or care that would have pre-empted the hazardous situation that required emergency fire and rescue response.

EXHIBIT B
City of Marshall, Minnesota
Fire Service Fee Summary

TABLE 1. PAYMENT DATA & COST ALLOCATION.							
Governmental Entity	Population	Population Percentage Served	Total Market Value	Total Market Value Percentage Served	Sections Served	Total Sections	Percentage of Section Served
City of Marshall	13,618	13,618	\$ 1,587,343,474	\$ 1,587,343,474	n/a	n/a	100%
Clifton Township	264	176	\$ 212,957,560	\$ 141,971,707	24.00	36.00	67%
Fairview Township	371	250	\$ 229,317,849	\$ 154,775,995	22.84	33.84	67%
Lake Marshall Township	553	553	\$ 184,422,108	\$ 184,422,108	28.54	28.54	100%
Lynd Township	411	145	\$ 202,851,594	\$ 71,594,680	12.00	34.00	35%
Sodus Township	260	202	\$ 171,205,972	\$ 133,160,200	28.00	36.00	78%
Stanley Township	192	96	\$ 198,595,993	\$ 99,297,997	18.00	36.00	50%
Townships	2,051	1,423	\$ 1,199,351,076	\$ 785,222,687	133	204	66%
Total Marshall and To	15,669	15,041	\$ 2,786,694,550	\$ 2,372,566,161	n/a	n/a	n/a
Population		Obtained from the Minnesota State Demographer's Office (Townships & City April, 2021).					
Population Percentage Served		Population multiplied by Percentage of Sections Served.					
Total Market Value		Total of taxable and non-taxable market value.					
Total Market Value Percentage Served		Total market value multiplied by Percentage of Sections Served.					
Sections Served		Sections served of the service area					
Total Sections Served		Total sections of the service area.					
Percentage of Sections Served		Sections served divided by the total number of sections.					

TABLE 2. FIRE DEPARTMENT OPERATIONAL COST (based on 2021 Audit).	
Description	Dollars (\$)
Operating Expense	\$ 680,918.00
Depreciation (eq. & bl)	\$ 192,428.00
sub-total	\$ 873,346.00
less 2% fire aid	\$ 136,119.00
TOTAL	\$ 737,227.00

TABLE 3. FIRE SERVICE CALL SUMMARY (ACCIDENTS & FIRE CALLS).				
Governmental Entity	2020	2021	2022	AVERAGE 3-YR
City of Marshall	106	129	109	114.7
Clifton Township	5	2	4	3.7
Fairview Township	6	3	13	7.3
Lake Marshall Township				
Township	9	9	8	8.7
Lynd Township	7	9	7	7.7
Sodus Township	3	3	3	3.0
Stanley Township	3	0	1	1.3
Sub-total Townships	33	26	36	31.7
Total	139	155	145	146.3

TABLE 4. FEE FORMULA CALCULATION.							
Governmental Entity	S	% of total column "S"	C	U	V	P	
City of Marshall	579,472.90	78.6%	\$ 737,227	78.4%	66.9%	90.5%	
Clifton Township	23,738.08	3.2%	\$ 737,227	2.5%	6.0%	1.2%	
Fairview Township	32,437.49	4.4%	\$ 737,227	5.0%	6.5%	1.7%	
Lake Marshall Township							
Township	42,691.23	5.8%	\$ 737,227	5.9%	7.8%	3.7%	
Lynd Township	22,660.46	3.1%	\$ 737,227	5.2%	3.0%	1.0%	
Sodus Township	22,134.29	3.0%	\$ 737,227	2.1%	5.6%	1.3%	
Stanley Township	14,092.56	1.9%	\$ 737,227	0.9%	4.2%	0.6%	
Total	737,227.00	100.0%	N/A	100.0%	100.0%	100.0%	
Townships "S"	157,754.10	21.4%	\$ 737,227	21.6%	33.1%	9.5%	
Township Section Rate (\$ / total # of sections)	\$ 1,183						

S= Cost of fire protection for one year charged to the recipient of services. $S = ((C) * ((U\% + V\% + P\%)/3))$

C = Actual expenses for operation of the fire dept. for the last audited financial year including monies contributed to the fire relief association and depreciation expense but excluding the 2% state aid.

U = Percent of fire department use by recipient of the service averaged over the last 3-years.

V = Percent of market value of taxable and non-taxable structures in the jurisdiction.

P = Percent of population in a recipient's jurisdiction.

TABLE 5. COMPARISON TO RECENT FEES FOR SERVICE (May 1-April 30)

Governmental Entity	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Proposed Formula (\$) 100% calculation
Clifton Township	\$ 447.14	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 899.35	\$ 989.09	\$ 989.09	\$ 989.09	\$ 989.09	\$ 989.09	\$ 23,738.08
Fairview Township	\$ 447.14	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 899.35	\$ 1,034.26	\$ 1,182.74	\$ 1,182.74	\$ 1,182.74	\$ 1,182.74	\$ 32,437.49
Lake Marshall Township	\$ 447.14	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 899.35	\$ 1,034.26	\$ 1,182.74	\$ 1,182.74	\$ 1,182.74	\$ 1,182.74	\$ 42,691.23
Lynd Township	\$ 447.14	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 899.35	\$ 1,034.26	\$ 1,182.74	\$ 1,182.74	\$ 1,182.74	\$ 1,182.74	\$ 22,660.46
Sodus Township	\$ 447.14	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 790.51	\$ 790.51	\$ 790.51	\$ 790.51	\$ 790.51	\$ 790.51	\$ 22,134.29
Stanley Township	\$ 447.14	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 782.92	\$ 782.92	\$ 782.92	\$ 782.92	\$ 782.92	\$ 782.92	\$ 14,092.56
Total												\$ 157,754.10

TABLE 6. SUMMARY OF ANNUAL PER TOWNSHIP PROPOSED PHASE-IN FEES (based on current year formula figures).

Governmental Entity	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Clifton Township	\$ 10,731.29	\$ 12,340.99	\$ 14,192.14	\$ 16,320.96	\$ 18,769.10	\$ 21,584.47	\$ 23,738.08	\$ 23,738.08	\$ 23,738.08	\$ 23,738.08	\$ 23,738.08
Fairview Township	\$ 10,212.61	\$ 11,744.51	\$ 13,506.18	\$ 15,532.11	\$ 17,861.93	\$ 20,541.22	\$ 23,622.40	\$ 27,165.76	\$ 31,240.62	\$ 32,437.49	\$ 32,437.49
Lake Marshall Township	\$ 12,761.30	\$ 14,675.49	\$ 16,876.82	\$ 19,408.34	\$ 22,319.59	\$ 25,667.53	\$ 29,517.66	\$ 33,945.30	\$ 39,037.10	\$ 42,691.23	\$ 42,691.23
Lynd Township	\$ 5,365.65	\$ 6,170.49	\$ 7,096.07	\$ 8,160.48	\$ 9,384.55	\$ 10,792.23	\$ 12,411.07	\$ 14,272.73	\$ 16,413.64	\$ 18,875.68	\$ 21,707.03
Sodus Township	\$ 12,519.84	\$ 14,397.82	\$ 16,557.49	\$ 19,041.12	\$ 21,897.28	\$ 22,134.29	\$ 22,134.29	\$ 22,134.29	\$ 22,134.29	\$ 22,134.29	\$ 22,134.29
Stanley Township	\$ 8,048.47	\$ 9,255.74	\$ 10,644.10	\$ 12,240.72	\$ 14,076.83	\$ 14,092.56	\$ 14,092.56	\$ 14,092.56	\$ 14,092.56	\$ 14,092.56	\$ 14,092.56
Total	\$ 59,639.17	\$ 68,585.04	\$ 78,872.80	\$ 90,703.72	\$ 104,309.27	\$ 114,812.28	\$ 125,516.04	\$ 135,348.71	\$ 146,656.28	\$ 153,969.32	\$ 156,800.67

2015-Current Max Increase Per Year from for Table 6. (ex:115% = 15% increase)

115.0%

TABLE 7. SUMMARY OF PER TOWNSHIP PROPOSED PHASE-IN SECTION RATE (based on current year formula) (May 1-April 30).

Governmental Entity	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Clifton Township	\$ 447.14	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 899.35	\$ 989.09	\$ 989.09	\$ 989.09	\$ 989.09	\$ 989.09
Fairview Township	\$ 447.14	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 899.35	\$ 1,034.26	\$ 1,189.39	\$ 1,367.80	\$ 1,420.21	\$ 1,420.21
Lake Marshall Township	\$ 447.14	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 899.35	\$ 1,034.26	\$ 1,189.39	\$ 1,367.80	\$ 1,495.84	\$ 1,495.84
Lynd Township	\$ 447.14	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 899.35	\$ 1,034.26	\$ 1,189.39	\$ 1,367.80	\$ 1,572.97	\$ 1,808.92
Sodus Township	\$ 447.14	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 790.51	\$ 790.51	\$ 790.51	\$ 790.51	\$ 790.51	\$ 790.51
Stanley Township	\$ 447.14	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 782.92	\$ 782.92	\$ 782.92	\$ 782.92	\$ 782.92	\$ 782.92



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, April 25, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval for a Temporary On-Sale Liquor License for the Knights of Columbus Fundraiser
Background Information:	The Knights of Columbus will hosting their 3 rd Annual Steak/Burger cookout in the Holy Redeemer Food Stand at the Lyon County Fairgrounds on May 19 th .
Fiscal Impact:	
Alternative/ Variations:	None recommended.
Recommendations:	To approve the temporary on-sale liquor license for the Knights of Columbus.



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
Holy Redeemer Council 1621 K of C	4/1/1912	

Address	City	State	Zip Code
P.O. Box 1105	Marshall	Minnesota	56258

Name of person making application	Business phone	Home phone
Michael Oney		

Date(s) of event	Type of organization
May 19, 2023	<input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer <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
Jeff Yorde	Marshall	Minnesota	56258

Organization officer's name	City	State	Zip Code
Kevin Gruhot	Marshall	Minnesota	56258

Organization officer's name	City	State	Zip Code
Michael Oney	Marshall	Minnesota	56258

Organization officer's name	City	State	Zip Code
Stan Dopheide	Marshall	Minnesota	56258

Location where permit will be used. If an outdoor area, describe.
 Inside the Holy Redeemer Food Stand Building located at the Lyon County Fairgrounds in Marshall MN. If weather is favorable, customer will receive bottled beer beverage inside the building and consume at a picnic table immediately outside the building.

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.

APPROVAL

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

City or County approving the license
Fee Amount
Date Fee Paid

Date Approved
Permit Date
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.

PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE E-MAILED. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, April 11, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of Amendments to Ordinance Division 2-VI-11 Adult Community Center Commission
Background Information:	<p>The ordinance was last amended May 10, 2022, under Ordinance 22-003 to rename the Senior Citizens Center Commission to the Adult Community Center Commission. The change only updated the name of the title and none of the body was updated. The amendments being proposed are to further clarify and cleanup the ordinance to adhere to how the commission and the Marshall Area Senior Citizens Inc. currently operate.</p> <p>Changes were made and reviewed by City Attorney Whitmore. On April 4, 2023 the Legislative and Ordinance Committee all voted in favor of recommending the amendments be brought forth for council approval.</p> <p>The ordinance changes will not take effect until approved and a summary ordinance is published in the official newspaper.</p>
Fiscal Impact:	N/A
Alternative/ Variations:	
Recommendations:	To approve ordinance amendments to Division 2-VI-11 Adult Community Center Commission.

**CITY OF MARSHALL
ORDINANCE 23-008**

NOW THEREFORE, be it ordained by the Common Council of the City of Marshall, in the State of Minnesota, as follows:

SECTION 1: AMENDMENT “Section 2-341 Established” of the Marshall Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Section 2-341 Established

The ~~senior citizens~~ Adult Community eCenter eCommission is hereby established.

(Code 1976, § 2.29)

SECTION 2: AMENDMENT “Section 2-342 Composition; Terms; Qualifications” of the Marshall Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Section 2-342 Composition; Terms; Qualifications

The ~~senior citizens~~ Adult Community eCenter eCommission shall be composed of seven members. The term of any member shall be three years. Members of the commission shall be appointed with due regard to their fitness for the efficient dispatch of the functions, powers and duties vested in and imposed upon the commission.

- (a) The Mayor with eCouncil approval shall appoint ~~all~~four (4) members at large from the citizens of the city, and one member from the City Council to such commission.
- (b) The remaining ~~T~~two (2) members of the Commission shall be appointed to the Commission ~~from~~by the Marshall Area Senior Citizens, Inc. (MASC) from their board of directors. ~~one member shall be appointed from the city council, and four members shall be appointed from the citizens of the city. If MASC does not choose to appoint a member to the board the remaining members may choose to leave the position vacant or may attempt to fill the position with an at-large member until such time that MASC may choose to appoint a member.~~

(Code 1976, § 2.29(1), (2), (4); Ord. No. 496 2nd series, § 1, 7-7-2003)

SECTION 3: AMENDMENT “Section 2-343 Function” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 2-343 Function

The function of the ~~senior citizens~~ Adult Community eCenter eCommission shall be to manage, operate and maintain the city's ~~senior citizens~~ adult community center.

(Code 1976, § 2.29(5))

SECTION 4: AMENDMENT “Section 2-344 Powers And Duties” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 2-344 Powers And Duties

The powers and duties of the ~~senior citizens~~ Adult Community eCenter eCommission shall be as follows:

- (a) Adopt bylaws and rules for the conduct of its members, and the officers of its board, including election of officers, assumption of duties and definition of responsibilities of its boards' officers.
- (b) The board shall, at its first meeting in each calendar year, elect from among its members a chairperson, a vice-chairperson, a secretary and such other officers as it may determine. The board shall hold at least one regular meeting annually and shall keep minutes of its meetings, a copy of which minutes shall be furnished to the council as soon as reasonably possible after the date of the meeting.
- (c) At least once a year, Ddevelop and present to the eCity eCouncil their report with recommendation on the city's ~~senior citizens~~ adult community center budget.
- ~~(d) Appoint members of their commission to serve on other commissions of the city.~~
- (e) Adopt all necessary rules and regulations for their own guidance and for the proper management and operation of such ~~senior citizens~~ adult community center.
- (f) Make on or before December 31, of each year, an annual report to the council regarding the operation of the ~~senior citizens~~ adult community center, and how the funds of the city were spent during such year.
- (g) ~~The senior citizens center commission shall have the authority to e~~Enter into contracts related to the management and operation of the adult community center after submitting only after they proposed contract have been approved by to the eCity eCouncil and receiving approval of the contract by the Council.

- (h) ~~The commission shall have the authority to employ such persons as are necessary to carry out their function, within their budgetary limitations~~ Participate in any hiring panel related to adult community center employees and have authority to make recommendations to the City's Human Resource Manager related to employees or potential employees of the adult community center.

(Code 1976, § 2.29(6))

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 NO. 23-008
AMENDING CHAPTER 2, ARTICLE 2-VI, DIVISION 2-VI-11
ADULT COMMUNITY CENTER COMMISSION
SECTIONS 2-341 THROUGH 2-344**

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

Section 1: City Code of Ordinances, Chapter 2 Administration, Article 2-VI Boards, Commissions and Authorities, Division 2-VI-11 Adult Community Center Commission, is hereby amended in Section 2-341, 2-342, 2-343, and 2-344.

Summary of Changes: Renaming of the Senior Citizens Center Commission and clarifying language to match how the Adult Community Center Commission currently operates.

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. 23-008.

It is hereby directed that only the above Title and Summary of Ordinance No. 23-008 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 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 25th day of April 2023.

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

ATTEST:
Steven Anderson
City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, April 25, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Amendment to Sec. 74-122 regarding Snow Emergency Declaration
Background Information:	Please see attached proposed amendments Sec. 74-122, Item 2, relating to snow emergency declaration. At the L&O Committee meeting on 04/04/2023, all voted in favor on the recommendation the amendment be brought to the City Council.
Fiscal Impact:	None.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the City Council introduce the attached ordinance amending Sec. 74-122 of the City Code of Ordinances.

ORDINANCE NO. 23-_____

ORDINANCE AMENDING
MARSHALL CITY CODE OF ORDINANCES – CHAPTER 74, ARTICLE 74-V
SECTION 74-122 RELATING TO WEATHER EMERGENCY, SNOW EMERGENCY,
STREET REPAIR AND STREET CLEANING

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

Section 1: City Code of Ordinances, Chapter 74-Traffic and Vehicles, Article 74-V Stopping, Standing and Parking, is hereby amended in Section 74-122, Item 2 as follows:

Section 74-122 Weather Emergency, Snow Emergency, Street Repair And Street Cleaning

1. *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Designated official shall be the director of public works, street superintendent, or director of public safety.

Emergency means a condition created on city streets because of the presence of snow, freezing rain, sleet, ice or snow drifts thereon, or other natural phenomenon which create or are likely to create hazardous road conditions or impede or are likely to impede the free movement of fire, health, police, emergency or other vehicular traffic when such emergency has been duly declared by a designated official.

2. *Snow removal.* After or during the fall of snow on any day between November 1 and April 1, a designated official is authorized to declare in writing a snow removal emergency which shall be announced by radio broadcast as soon as possible on the local radio stations. Thereafter, at 12:00 midnight-12:01 p.m. following such broadcast, all vehicles shall be removed from all city streets or streets in the city so designated in such declaration. Such snow removal emergency shall end at the expiration of a 48-hour period unless the emergency shall be renewed and be announced by a designated official.
3. *Unlawful acts.*
 1. It is unlawful for any person to park a vehicle or permit a vehicle to remain parked in violation of subsection (b).
 2. It is unlawful for any person to park a vehicle or permit a vehicle to remain parked on any street at such times as any other emergency may exist or during such times as street cleaning or street repair operations are taking place, provided that a designated official shall have caused appropriate signs to be placed on such streets at least 12 hours prior to the time of such cleaning or repairing operations.
 3. The act of parking or permitting a vehicle to remain parked on any street contrary to the prohibitions of this section constitutes the violation notwithstanding the progress of street maintenance operations.

Section 2: This Ordinance shall take effect after its passage and summary publication.

Passed and adopted by the Common Council this ____ day of _____, 2023.

THE COMMON COUNCIL

ATTEST:

Mayor of the City of Marshall, MN

City Clerk

Ordinance Introduced on: April 25, 2023

Final Passage on: May 9, 2023

Ordinance Published in the Marshall Independent: _____

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Ilya Gutman
Meeting Date:	Tuesday, April 25, 2023
Category:	CONSENT AGENDA
Type:	INFO/ACTION
Subject:	Introduction of Ordinance Amending Section 86-248 Outside storage and Call for Public Hearing
Background Information:	<p>This section was amended several years ago to allow a single shipping container in a general business district as an interim use permit. This change was a result of a specific request since prior to that shipping containers were not permitted in business districts. However, after some conversations – internal and external – staff concluded that a limitation of just one shipping container may be relaxed because the ordinance requires a fencing around to mask them from public right of way anyway, and, on the other hand, also allows open storage behind fences.</p> <p>The proposed change will limit the total area of containers rather than the number of them, with suggested number being an equivalent of three 40’ x 8’ containers; a limitation of the area as a percentage of the building area on site will allow avoiding multiple containers placed next to smaller buildings, which would look disproportionate. This will also encourage owners to build an addition if a larger storage area is desired. Additionally, the change will allow storage units other than standard shipping containers, again, due to the reason they will be fenced off anyway and will not be visible.</p> <p>These changes have been presented at the Legislative & Ordinance Committee April 4, 2023, and recommended for approval.</p> <p>At the April 12, 2023, regular Planning Commission meeting, Muchlinski made a motion, second by Deutz to recommend to city council an approval as recommend by staff. All voted in favor of the motion.</p>
Fiscal Impact:	None
Alternative/ Variations:	None recommended
Recommendations:	Staff recommends that the Council introduce the Ordinance Amending Sections 86-248 Outside storage and Call for Public Hearing to be held on May 9, 2023.

Section 86-248 Outside Storage

- (a) In all classes of residential districts, open storage and accumulation of materials and equipment shall be prohibited. In all other zoning districts, open storage of materials and equipment shall be prohibited in the required front, side, and rear yards, except storage shall be allowed in the required rear yard in industrial districts. Unless prohibited elsewhere in the ordinance, any other outside storage, including outdoor storage tanks, shall be located or screened so as not to be visible from public right-of-way, public parks or any lot within 500 feet in any of the classes of business or residence districts, except in industrial and agricultural zoning districts screening from public right-of-way is not required. The screening may be achieved by fencing or landscaping means compliant with section 86-247. In all classes of business districts, the storage area shall be paved or graveled to control erosion and shall be properly maintained. Temporary storage of building materials intended for construction use on premises shall be allowed during ongoing construction and up to two weeks prior to construction and is exempt from the above requirements provided a valid building permit is obtained.
- (b) Outdoor display of retail merchandise intended for sale or rent and open to public shall be allowed in all classes of business and industrial districts. In all classes of business districts, the display area, except live plants sales area, shall be paved to control dust and erosion and facilitate access to, and moving of, displayed products. Except licensed automobile, motorcycle, off-road vehicle, and boat sales lots, and small motorized farm and lawn care equipment sales, the display area shall not be located in the required front and side yards. Outdoor display areas adjacent to any of the classes of residence districts shall be screened by fencing or landscaping means compliant with section 86-247. Outdoor display area shall be adequately lighted.
- (c) In all classes of residential districts and residential properties within other zoning districts, outdoor display and sale shall be allowed during garage and yard sales only. The display and sales area shall be located entirely within the pertinent residential property.
- (1) Any related signage shall be limited to premises and to other private properties provided permission from the property owners is obtained; all signage shall be erected not earlier than one-day before sale and shall be removed at the termination of the sale. Such signs shall be limited to three square feet each.
 - (2) There shall be no more than four garage sales conducted during any period of 12 calendar months; there shall be no more than two garage sales conducted during any period of 30 calendar days; there shall be no garage sales conducted for more than four consecutive days; and there shall be no garage sales conducted before 7:00 a.m. or after 8:00 p.m.
- (d) Building enlargement and expansions over 50 percent of existing building footprint area, construction of additional buildings on site, or changes of use resulting in new exterior storage or display area shall cause an exterior storage/display area review by city staff for ordinance compliance.
- (e) Trash, garbage, refuse, recycling materials or any other items intended for disposal shall be stored in designated containers or dumpsters which, with the exception of R-1 and R-2 residence districts, shall be located within areas set for collection of garbage as prescribed by section 50-23. In R-1 and R-2 residence districts trash cans shall not be stored in the required front yard except on the day of garbage collection. In R-1 and R-2 residence districts furniture and other bulky items may be left at the curb for pick up by the licensed garbage hauler or anywhere in the front yard for anyone to take for no more than 48 hours. In all classes of business and industrial districts, similar items intended for disposal may be piled together for temporary storage no

longer than six months within garbage collection areas in a single stack not higher than five feet and with area no more than 100 square feet.

- (1) In all classes of multiple-family and business districts, garbage collection areas shall be paved and fully enclosed with secured access and shall not be located in the required front yard. The enclosure shall be between five and six feet high and fully opaque. If it is located next to the building, it shall be finished with materials matching the exterior of the building. Enclosure requirement does not apply in the Downtown district.
 - (2) Temporary construction dumpsters intended for demolition and other construction debris may be located outside of such enclosures during ongoing construction and up to one week before and after construction provided a valid building permit is obtained. No temporary construction dumpster shall be set on public right-of-way or public parking lot unless a city permit is secured.
- (f) Storage ~~units~~~~containers, including, but not limited to, trailers, semi-trailers, cargo and shipping containers, and PODS,~~ are not allowed as permanent storage ~~units~~ in all classes of residential or business districts. Storage units include motor vehicle trailers, including semi-trailers, designed to carry cargo; cargo or shipping containers constructed out of prefabricated metal and designed for overseas shipping or mounting on rail cars or truck trailers; or steel framed, weatherproof moving containers, commonly known as PODS. Utilization of a single unit is allowed for temporary storage for no more than 30 days in a calendar year; the 30 days limit may be extended up to 180 days by an interim use permit. The above listed units used for temporary construction related storage shall be allowed during an ongoing construction project and up to a month prior to construction, provided a valid building permit is obtained. As an exception, ~~storage units~~~~shipping containers~~ totaling less than ~~1,000~~~~340~~ square feet or ten percent of the main building area, whichever is less, may be permitted by an interim use permit in a B-3 general business district, with the following conditions:
- (1) The containers shall not be placed in any front or required side or rear yard.
 - (2) The containers shall be located so as not to be visible from ~~adjacent~~ public right-of-way, public parks, or any lot ~~within 500 feet~~ in any of the classes of business or residence districts within 500 feet of the containers. It may be screened by fencing or landscaping means compliant with section 86-247. If a fence taller than otherwise permitted by the Ordinance is required for screening by an interim use permit condition, a variance for such fence construction shall not be required.
 - (3) The containers shall be new or freshly painted with neutral colors with no painted signage, lettering, or advertising and shall be properly maintained.
 - (4) The interim use permit shall expire when the property changes ownership or earlier as approved by the Council.
- (g) In all classes of residential districts, a licensed boat, open or closed trailer, camper, motor-home, recreational vehicle or other motorized vehicle, but no more than three units, may be stored outside on the property as regulated in section 74-131. One snowmobile, ATV, golf cart, riding mower, trailer, boat, or camper can be displayed for sale in the front yard, provided it has not been purchased or consigned for resale and is not displayed for longer than seven consecutive days or longer than 30 days in a calendar year. No storage or accumulation of any materials in trailers is permitted.

(Code 1976, § 11.19(3)(A)(2); Ord. No. 687, § 1, 6-10-2014; Ord. No. 749 2nd series, § 1, 6-23-2020; Ord. No. 21-002, § 1, 4-27-2021)

Editor's note(s)-Ord. No. 687, § 1, adopted June 10, 2014, amended the title of § 86-248 to read as set out herein. Previously § 86-248 was titled storage of materials.

HISTORY

Amended by Ord. 22-005 on 5/10/2022



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Jim Marshall
Meeting Date:	Tuesday, April 25, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider authorization to declare vehicles as surplus property for the Marshall Police Department.
Background Information:	These vehicles have been abandoned or seized by the Marshall Police Department and have gone through the notification processes and required periods for disposal.
Fiscal Impact:	These vehicles will be auctioned on-line at the state site, sold, or will be taken to Alters for disposal.
Alternative/ Variations:	
Recommendations:	That these vehicles be declared as surplus property by the City of Marshall.

23-1215	97 Chevy Tahoe	DVS 399	1GNEK13R5UJ433547	Abandoned
23-2709	97 Chevy Astro Van	CSH 772	1GBDM19W0VB146112	Abandoned
22-19462	10 Mercury Mariner	365 NKG	4M2CN9HG9AKJ20822	Abandoned
23-177	05 Jeep Grand Cherokee	CWJ 020	1J4GS48K25C526555	Abandoned
23-431	94 Dodge Dakota	FHW 247	1B7GG23Y2RS519169	Abandoned

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Steven Anderson
Meeting Date:	Tuesday, April 25, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval for a Raffle LG220 Exempt Permit for Holy Redeemer
Background Information:	Holy Redeemer will be holding a raffle on July 29, 2023, at their Campus Religious Center. Gambling permits are issued by the State of MN but require local approval before submittal.
Fiscal Impact:	
Alternative/ Variations:	None recommended.
Recommendations:	To approve the LG220 Exempt Permit.

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: HOLY REDEEMER COUNCIL 1621 K OF C Previous Gambling Permit Number: [REDACTED]

Minnesota Tax ID Number, if any: [REDACTED] Federal Employer ID Number (FEIN), if any: [REDACTED]

Mailing Address: P.O. Box 1105

City: Marshall State: MN Zip: 56258 County: Lyon

Name of Chief Executive Officer (CEO): Jeff Yorde

CEO Daytime Phone: 507-537-1825 CEO Email: jeffyorde@iw.net
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): [REDACTED]

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

- Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- A current calendar year Certificate of Good Standing**
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division Secretary of State website, phone numbers:
 60 Empire Drive, Suite 100 www.sos.state.mn.us
 St. Paul, MN 55103 651-296-2803, or toll free 1-877-551-6767
- IRS income tax exemption (501(c)) letter in your organization's name**
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Campus Religious Center

Physical Address (do not use P.O. box): 1418 Birch St

Check one:
 City: Marshall Zip: 56258 County: Lyon
 Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): July 29, 2023

Check each type of gambling activity that your organization will conduct:

- Bingo Paddlewheels Pull-Tabs Tipboards Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

**COUNTY APPROVAL
for a gambling premises
located in a township**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

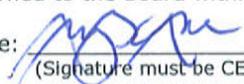
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature:  _____ Date: 4/20/2023

(Signature must be CEO's signature; designee may not sign)

Print Name: Jeff Yorde

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

_____ a copy of your proof of nonprofit status; and

_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

Checklist for Exempt Raffle

Organization Name: HOLY REDEEMER COUNCIL 1621 K OF	Previous Gambling Permit #: [REDACTED]	Date of Raffle Drawing: July 29, 2023
--	---	---

INSTRUCTIONS:

- The purpose of this form is to help your organization conduct exempt raffles in compliance with the requirements listed below. Detailed information regarding each requirement is available by clicking on the following links [in blue italics]: 1) applicable statutes and rules; 2) the *Lawful Gambling Manual* chapter on raffles; 3) the online class, "*Conduct of Raffles*"; and 4) the *phone number and email address* of your county's Compliance Specialist.
- After reading each checklist item, mark "Yes" to indicate that you understand the requirement and agree to comply. After answering "Yes" to each applicable item, your organization's CEO must sign the acknowledgment below. Include the completed checklist as part of your application to conduct an exempt raffle.

		<ul style="list-style-type: none"> • If tickets will be sold prior to the event, mark "Yes" to item #1 and mark "N/A" to items #2 and #3. • If tickets are sold only at the event using theater tickets, mark "N/A" to item #1 and answer "Yes" to items #2 and #3. 	Yes	Conduct
<input type="checkbox"/>	<input type="checkbox"/>	1. Tickets are printed in accordance with MN Rule 7861.0310 .	<input checked="" type="checkbox"/>	9. Only cash, personal checks, cashier's checks, money orders, travelers' check, and debit cards may be accepted (NO CREDIT CARDS). (349.2127) (7861.0260)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Tickets contain the sequential number of the raffle ticket. (349.173)	<input checked="" type="checkbox"/>	10. The method of selection cannot be manipulated or based on the outcome of an event not under the organization's control. (349.173)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. A list of prizes and a statement of other relevant information is made available to ticket purchasers. (349.173)	<input checked="" type="checkbox"/>	11. Persons are not required to be present at a raffle drawing to be eligible to win. (349.173) (7861.0310)
<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	12. Raffle tickets are not sold to or won by persons under age 18. (349.181) (7861.0310)
Yes	Prizes			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4. The organization is the sole owner of all the real or personal property to be awarded. (7861.0260)	<input checked="" type="checkbox"/>	13. Purchasers are not required to buy anything other than the ticket. (349.173) (7861.0310)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. A merchandise certificate is used when a prize requiring registration or licensure (guns, cars, ATVs, etc.) is offered. (7861.0260)	Yes	House Rules
<input checked="" type="checkbox"/>	<input type="checkbox"/>	6. Prizes must not consist of lawful gambling equipment including raffle tickets for another raffle. (7861.0260)	<input checked="" type="checkbox"/>	14. Clear and legible house rules in accordance with MN Rule 7861.0310 are prominently posted at the point of winner selection.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. The total value of lawful gambling prizes awarded (use fair market value for donated prizes) does not exceed \$50,000 in a calendar year. (349.166)	Yes	Post Raffle Conduct
<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. Alcohol is only awarded as a prize to persons who demonstrate that they are 21 years of age or older. (340A.707)	<input checked="" type="checkbox"/>	15. An exempt permit financial report (LG220A) must be submitted to the Gambling Control Board within 30 days of the gambling occasion. (349.166)
			<input checked="" type="checkbox"/>	16. Gambling funds may only be spent for allowable expenses and lawful purposes. (349.12 3a & 25)
			<input checked="" type="checkbox"/>	17. Gambling records must be kept for 3½ years. (7861.0310)

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

Noncompliant Activity: I acknowledge by signing below that my organization must follow all raffle rules and that any gambling activity conducted by the organization at the event that is not in compliance with Minnesota Statute and Rule may subject the organization to citation or the inability to receive future permits to conduct gambling. I understand that my permit will not be issued until this form has been completed and submitted to the Minnesota Gambling Control Board.

Signature:	Date: 4/20/2023	Print Name: Jeff Yorde
------------	------------------------	-------------------------------

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application.</p>	<p>Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public</p>	<p>Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
---	--	---

This form will be made available in alternative format (i.e., large print, braille) upon request.

An equal opportunity employer

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Karla Drown
Meeting Date:	Tuesday, April 25, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourages 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
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	The following bills and project payments be authorized for payment.



Marshall, MN

Council Check Report

By Vendor Name

Date Range: 04/14/2023 - 04/25/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
4549	A & B BUSINESS, INC	04/14/2023	EFT	0.00	2,421.15	12722
7169	ACCOUNTS MANAGEMENT, INC	04/14/2023	Regular	0.00	1,610.21	122699
6128	ACTION COMPANY LLC	04/14/2023	EFT	0.00	875.00	12723
0567	ALEX AIR APPARATUS, INC	04/14/2023	EFT	0.00	4,109.70	12724
0578	AMAZON CAPITAL SERVICES	04/14/2023	EFT	0.00	666.27	12725
0606	ANIMAL HEALTH CENTER	04/14/2023	Regular	0.00	85.99	122700
0629	ARNOLD MOTOR SUPPLY	04/14/2023	EFT	0.00	334.16	12726
6883	AT&T MOBILITY II LLC	04/14/2023	Regular	0.00	38.23	122701
0688	BELLBOY CORPORATION	04/14/2023	EFT	0.00	9,479.11	12727
0699	BEVERAGE WHOLESALERS, INC.	04/14/2023	Regular	0.00	34,068.64	122702
0726	BORCH'S SPORTING GOODS, INC.	04/14/2023	EFT	0.00	50.00	12728
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SPIR	04/14/2023	Regular	0.00	2,380.00	122704
3568	BRUNSVOLD, QUENTIN	04/14/2023	EFT	0.00	14.56	12729
6857	BRUSVEN, KATHERINE	04/14/2023	EFT	0.00	221.19	12730
6791	CAPITAL ONE	04/14/2023	Regular	0.00	153.39	122705
0815	CATTOOR OIL COMPANY, INC	04/14/2023	EFT	0.00	1,276.50	12731
0836	CHARTER COMMUNICATIONS, LLC	04/14/2023	EFT	0.00	11.99	12732
5733	CLARITY TELECOM, LLC	04/14/2023	EFT	0.00	347.72	12733
7246	COLEMAN MANAGEMENT LLC	04/14/2023	Regular	0.00	10,000.00	122706
0920	CULLIGAN WATER CONDITIONING OF MARSHALL	04/14/2023	Regular	0.00	21.00	122707
0934	D & G EXCAVATING INC	04/14/2023	EFT	0.00	1,727.36	12734
7102	DAHLHEIMER BEVERAGE	04/14/2023	EFT	0.00	627.70	12735
7243	DERUYTER, JENNIFER	04/14/2023	EFT	0.00	18.15	12736
5731	DOLL DISTRIBUTING LLC	04/14/2023	EFT	0.00	10,691.25	12737
1029	EAGLE ENGRAVING	04/14/2023	EFT	0.00	311.20	12738
1061	EMERGENCY APPARATUS MAINTENANCE INC	04/14/2023	EFT	0.00	1,011.00	12739
1090	FASTENAL COMPANY	04/14/2023	EFT	0.00	58.82	12740
7073	FIXEN CHIROPRACTIC	04/14/2023	EFT	0.00	100.00	12741
1122	FLAHERTY & HOOD, P.A.	04/14/2023	EFT	0.00	9,500.00	12742
1158	GALLS INC	04/14/2023	EFT	0.00	343.86	12743
1201	GRAINGER INC	04/14/2023	EFT	0.00	168.90	12744
6127	GRANDVIEW VALLEY WINERY, INC	04/14/2023	Regular	0.00	1,884.00	122708
1215	GREENWOOD NURSERY	04/14/2023	EFT	0.00	18,722.00	12745
1256	HAWKINS INC	04/14/2023	EFT	0.00	1,845.75	12746
1325	ICMA RETIREMENT TRUST #300877	04/14/2023	EFT	0.00	50.00	12747
1358	INTERNAL REVENUE SERVICE	04/14/2023	Bank Draft	0.00	20.54	DFT0002816
1358	INTERNAL REVENUE SERVICE	04/14/2023	Bank Draft	0.00	286.00	DFT0002817
1358	INTERNAL REVENUE SERVICE	04/14/2023	Bank Draft	0.00	4.78	DFT0002818
1399	JOHNSON BROTHERS LIQUOR COMPANY	04/14/2023	EFT	0.00	12,661.14	12748
2036	JOHNSON BROTHERS LIQUOR COMPANY	04/14/2023	EFT	0.00	5,996.25	12749
5447	JOHNSON BROTHERS LIQUOR COMPANY	04/14/2023	EFT	0.00	445.25	12750
5675	KNOCHENMUS ENTERPRISES, LLP	04/14/2023	Regular	0.00	10,000.00	122709
4140	KRUSE FORD-LINCOLN-MERCURY, INC	04/14/2023	EFT	0.00	1,523.65	12751
3653	LANGUAGE LINE SERVICES	04/14/2023	EFT	0.00	411.46	12752
7220	LARSEN, DEANNA	04/14/2023	EFT	0.00	180.00	12753
1483	LEAGUE OF MINNESOTA CITIES INS TRUST	04/14/2023	Regular	0.00	420.49	122710
5363	LEXIPOL, LLC	04/14/2023	EFT	0.00	3,604.79	12754
7146	LIFE INSURANCE COMPANY OF NORTH AMERICA	04/14/2023	EFT	0.00	721.32	12755
1508	LOCKWOOD MOTORS INC	04/14/2023	EFT	0.00	492.48	12756
1545	LYON COUNTY HIGHWAY DEPARTMENT	04/14/2023	EFT	0.00	17,446.12	12757
1552	LYON COUNTY RECORDER	04/14/2023	EFT	0.00	148.15	12758
1555	LYON LINCOLN ELECTRIC COOPERATIVE INC	04/14/2023	Regular	0.00	37.55	122711
1565	MACQUEEN EQUIPMENT INC.	04/14/2023	EFT	0.00	3,314.42	12759
6292	MADDEN, GALANTER, HANSEN, LLP	04/14/2023	EFT	0.00	1,073.69	12760

Council Check Report

Date Range: 04/14/2023 - 04/25/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5813	MARSHALL LUMBER CO	04/14/2023	EFT	0.00	145.93	12761
1633	MARSHALL MUNICIPAL UTILITIES	04/14/2023	EFT	0.00	7,519.67	12762
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	04/14/2023	EFT	0.00	55.25	12763
7153	MAVERICK WINE LLC	04/14/2023	Regular	0.00	739.02	122712
6025	MELLENTHIN, CODY	04/14/2023	EFT	0.00	169.99	12764
4980	MENARDS INC	04/14/2023	EFT	0.00	120.88	12765
1818	MINNESOTA DEPARTMENT OF REVENUE	04/14/2023	Bank Draft	0.00	182.41	DFT0002819
1797	MINNESOTA FIRE SERVICE CERTIFICATION BOARD	04/14/2023	Regular	0.00	630.00	122713
0969	MN DEPT OF LABOR & INDUSTRY	04/14/2023	Regular	0.00	2,502.36	122714
1877	MOTION INDUSTRIES INC	04/14/2023	EFT	0.00	1,408.85	12766
1903	NARTEC, INC	04/14/2023	EFT	0.00	189.05	12767
2512	NATIONWIDE RETIREMENT	04/14/2023	Bank Draft	0.00	375.00	DFT0002814
2512	NATIONWIDE RETIREMENT	04/14/2023	Bank Draft	0.00	1,516.87	DFT0002815
1945	NORM'S GTC	04/14/2023	Regular	0.00	300.85	122715
1986	NORTH CENTRAL INTERNATIONAL, INC	04/14/2023	EFT	0.00	170.16	12768
1946	NORTH CENTRAL LABS	04/14/2023	EFT	0.00	130.34	12769
2019	PAUSTIS WINE COMPANY	04/14/2023	EFT	0.00	143.50	12770
7241	PLAN IT SOFTWARE LLC	04/14/2023	EFT	0.00	800.00	12771
2049	PLUNKETTS PEST CONTROL INC	04/14/2023	EFT	0.00	363.95	12772
2064	POWERPLAN	04/14/2023	Regular	0.00	22.48	122716
6166	PULVER MOTOR SVC, LLC	04/14/2023	EFT	0.00	80.00	12773
0707	ROADSIDE DEVELOPERS INC	04/14/2023	Regular	0.00	665.90	122717
2186	ROGGE EXCAVATING	04/14/2023	EFT	0.00	1,500.00	12774
6684	ROLLING FORKS VINEYARDS, LLC	04/14/2023	EFT	0.00	336.00	12775
5867	ROUND LAKE VINEYARDS & WINERY	04/14/2023	EFT	0.00	800.00	12776
2201	RUNNING SUPPLY, INC	04/14/2023	EFT	0.00	454.81	12777
7247	SCHROEDER, AMANDA	04/14/2023	EFT	0.00	136.24	12778
7245	SHORE, ANTHONY	04/14/2023	Regular	0.00	500.00	122718
3495	SMSU	04/14/2023	EFT	0.00	3,000.00	12779
4855	SOUTHERN GLAZER'S	04/14/2023	EFT	0.00	9,068.63	12780
2311	SOUTHWEST GLASS CENTER, INC	04/14/2023	EFT	0.00	195.00	12781
5922	SRF CONSULTING GROUP, INC.	04/14/2023	EFT	0.00	5,345.04	12782
2373	STREICHERS	04/14/2023	EFT	0.00	792.84	12783
6137	TEIGS LAWN CARE & LANDSCAPING, LLC	04/14/2023	Regular	0.00	810.00	122719
0875	THE COMPUTER MAN INC	04/14/2023	EFT	0.00	11,377.00	12784
6709	THERMO KING OF SIOUX FALLS INC	04/14/2023	EFT	0.00	255.01	12785
2428	TITAN MACHINERY	04/14/2023	EFT	0.00	455.87	12786
0853	ULTIMATE SAFETY CONCEPTS, INC.	04/14/2023	EFT	0.00	126.40	12787
2477	UNIQUE PAVING MATERIALS CORPORATION	04/14/2023	EFT	0.00	2,209.68	12788
4489	VERIZON WIRELESS	04/14/2023	EFT	0.00	35.01	12789
4489	VERIZON WIRELESS	04/14/2023	EFT	0.00	39.02	12790
2538	VIKING COCA COLA BOTTLING CO.	04/14/2023	EFT	0.00	282.45	12791
5288	WEST CENTRAL COMMUNICATIONS, INC	04/14/2023	EFT	0.00	898.46	12792

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	47	20	0.00	66,870.11
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	6	6	0.00	2,385.60
EFT's	129	71	0.00	161,607.09
	182	97	0.00	230,862.80

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	47	20	0.00	66,870.11
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	6	6	0.00	2,385.60
EFT's	129	71	0.00	161,607.09
	182	97	0.00	230,862.80

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	4/2023	230,862.80
			230,862.80

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

4/25/2023

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2020 Prior Payments	2021 Prior Payments	2022 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	3,039,722.04	2,661,221.96	66,794.00		11,822.00	-	100.00%	
ST-004	480-43300-55170	2/22/2022	Halbur Road Reconstruction Duininck, Inc	1,142,009.72	27,473.66	1,169,483.38			1,111,479.74		11,227.07	46,776.57	96.00%	
ST-006 (Z79)	495-43300-55130	5/10/2022	School Pedestrian Crossing Improvements Duininck, Inc	480,250.35	15,028.32	495,278.67			495,278.57		-	0.10	100.00%	
ST-002	495-43300-55170	3/14/2023	Bituminous Overlay on Various City Streets Duininck, Inc	793,285.10		793,285.10						793,285.10	0.00%	
ST-008	401-43300-55170	3/14/2023	Channel Parkway Pavement Replacement Duininck, Inc	1,374,151.96		1,374,151.96						1,374,151.96	0.00%	
ST-009	481-43300-55170	3/14/2023	W. Lyon Street/N. 3rd Street Reconstruction R & G Construction Co.	3,845,497.31		3,845,497.31						3,845,497.31	0.00%	
SWM-002	630-49600-55170	3/14/2023	Legion Field Road Stormwater Study: Phase 2 Towne & Country Excavating LLC	703,749.60		703,749.60						703,749.60	0.00%	
PK-092	481-45200-55120	4/11/2023	Amateur Sports Center Shelter & Storage-Ball Field Doom & Cuyper's Construction, Inc.	171,642.00		171,642.00						171,642.00	0.00%	
							<u>13,540,786.04</u>	<u>791,861.98</u>	<u>14,332,648.02</u>	<u>3,039,722.04</u>	<u>2,661,221.96</u>	<u>0.00</u>	<u>23,049.07</u>	<u>6,935,102.64</u>

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Ilya Gutman
Meeting Date:	Tuesday, April 25, 2023
Category:	NEW BUSINESS
Type:	INFO/ACTION
Subject:	Request for Conditional Use Permit by Western MN Municipal Power Agency, located at 1200 North 7 th Street
Background Information:	<p>This area has been recently annexed into the city and is currently zoned A – Agricultural District. Solar panels are a Conditional Use Permit in an A – Agricultural District. Staff believe all standards for hearing are met. Typical conditions are attached.</p> <p>The conditional use permit regulations are found in Section 86-46 https://library.municode.com/mn/marshall/codes/code_of_ordinances?nodeId=PTIICOOR_CH86ZO_ARTIIADEN_DIV2COUSPE_S86-46ISPU and the Standards for Hearing are found in Section 86-49. https://library.municode.com/mn/marshall/codes/code_of_ordinances?nodeId=PTIICOOR_CH86ZO_ARTIIADEN_DIV2COUSPE_S86-49STHE. An aerial photo and master plan are attached.</p> <p>At the April 12, 2023, Planning Commission meeting, after a public hearing, a motion was made by Doom, seconded by Deutz, to recommend approval to City Council as recommended by city staff. All voted in favor.</p>
Fiscal Impact:	None known.
Alternative/ Variations:	None recommended
Recommendations:	<p>that the Council approve the request by the Western MN Municipal Power Agency for a Conditional Use Permit to have solar panels in an A – Agricultural District at 1200 North 7th Street with the following conditions:</p> <ol style="list-style-type: none"> 1. That the regulations, standards, and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with. 2. That the City reserves the right to revoke the Conditional Use Permit in the event that any person has breached the conditions contained in this permit provided that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable time in which to repair such default. 3. That the property is maintained to conform to the Zoning Code and not cause or create negative impacts to adjacent existing or future properties.



MARSHALL SOLAR PLUS LLC
CONDITIONAL USE PERMIT
APPLICATION PRIMER



COVER LETTER

February 2023
City of Marshall Planning & Zoning Department
344 West Main Street
Marshall, MN 56258

RE: Application by Marshall Solar Plus LLC for a Conditional Use Permit to Construct a Solar Garden

Dear City of Marshall Planning & Zoning Department,

Please consider this an application primer for a Conditional Use Permit (“CUP”) to construct solar garden within the City of Marshall. Pursuant to Chapter 86 “Zoning,” Article 86-IV “Zoning District Regulations,” Section 86-96 “(A) Agricultural District,” letter A “Conditional Uses,” “Commercial Solar Energy Collectors and Systems” of the City of Marshall Municipal Code (the “Ordinance”), the request is being made by Marshall Solar Plus LLC, a subsidiary of United States Solar Corporation (“US Solar”). US Solar is a developer/owner/operator based in Minnesota.

Marshall Solar Plus LLC plans to construct a 10-megawatt (MW) solar garden (the “Solar Garden”) in the City of Marshall on approximately 60 fenced acres of the approximately 77-acre parcel 27-626038-0 located on the north side of the City of Marshall (the “Property”) through the City of Marshall’s Conditional Use Permit (CUP) application process. Importantly, the project will also include a 5-megawatt Battery Energy Storage System (BESS). Our application primer includes basic information about the site and provides general analysis of the applicable land use permitting considerations.

The US Solar team appreciates the coordination and insights already provided by City of Marshall staff and looks forward to working with the city. Together, we will ensure that the Solar Garden will operate safely and efficiently over its lifespan, while providing environmental, financial, and social benefits to the surrounding area.

Please contact us with any questions, comments, or points of clarification.

Sincerely,

Luke Gildemeister

Luke Gildemeister – Project Developer

USS Marshall Solar Plus LLC
100 N 6th St., Suite 410B
Minneapolis, MN 55403
W: (612) 230.0172
E: luke.gildemeister@us-solar.com

CONTENTS

Cover Letter

Contents

Project Timeline Estimate

Build-Own-Transfer Transaction Structure

Solar Garden Summary

Local Impact

Visual Impact

Site Plan

Solar on Agricultural Land

Construction

Operations and Maintenance

Grading and Erosion

No Hazardous Materials Involved

Property Values

Project Ownership

Interconnection

Manufacturer's Specifications

Conclusion

APPENDIX I – SITE PLANS

APPENDIX II – ADDITIONAL DOCUMENTS

PROJECT TIMELINE ESTIMATE

- Development & Engineering = February, March & April 2023
- Procurement of Project Equipment = April & May 2023
- Construction = August 2023 through June 2024
- Completion = August 2024

BUILD-OWN-TRANSFER TRANSACTION STRUCTURE

Under this structure, US Solar will own the project company (Marshall Solar Plus LLC) and will develop and construct the solar garden. US Solar is responsible for obtaining local and state permits for the project, as well as providing engineering and detailed project design. Once the project is near “substantial completion,” US Solar will then sell the project company to Western Minnesota Municipal Power Agency (WMMPA), who owns the parcel. WMMPA will work with Marshall Municipal Utilities (MMU) on obtaining an interconnection agreement so that the project can connect to the North 7th Street substation owned by MMU.

SOLAR GARDEN SUMMARY

Marshall Solar Plus LLC respectfully submits this CUP application to construct a 10-megawatt solar garden (the “Solar Garden”) with a 5-megawatt battery energy storage system (BESS).

SELECTING THIS PROPERTY

The Property was selected because of its solar resources, physical characteristics, proximity to sufficient distribution facilities, and the ability to meet all local permitting requirements:

- Solar Resources
 - Relatively large, flat, and open to provide unobstructed access to natural sunlight
- Physical Characteristics
 - Not in Agricultural Preserve
 - No impact to wetlands or neighboring properties
 - Adequate space for setbacks or landscape screening if needed
 - Soils capable of supporting facility and equipment
 - No water or other infrastructure improvements needed
- Proximity to Sufficient Distribution Facilities
 - Existing three-phase distribution lines nearby
 - Adequate capacity for the Solar Garden on existing distribution line and other infrastructure
 - Supplies electricity throughout the local community
 - Existing substation in relatively close proximity with adequate available capacity for the Solar Garden
- Ability to meet all local permitting requirements

LOCAL IMPACT

ENVIRONMENTAL

The area underneath the modules and between rows will be transformed into a diverse mix of pollinator-friendly, low-lying, deep-rooted plants. This enhances soil, water, and air quality. A study has shown that these seed mixes reduce stormwater runoff by 23 percent for the 2-year storm event (2.9 inches of rain) and 8 percent for the 100-year storm event (7.8 inches of rain)¹. These native plantings also expand habitat for pollinators and other species that increase crop yields and improve the local environment.

Beyond the local environment, there is also a measurable impact to the global environment by producing clean energy. The Solar Garden would provide decades of pollution-free and greenhouse-gas-free electrical generation.

ECONOMIC

US Solar is a leading provider of solar solutions to residents, businesses, and public entities across Minnesota. We are proud to work with over 70 commercial customers and 1,000 residential customers in Minnesota.

Here are some local economic impacts:

Already Spent

- o Local engineering, environmental, and permitting consulting services
- o Legal fees, county recordings, travel, and meals

During Construction

- o Private capital infrastructure investment
- o Local spending
- o Construction and related labor jobs

During Operation

- o Increased property tax payments throughout operation
- o Permanent, part-time work to monitor and maintain

¹ (Jeffrey Broberg, "Utility & Community Solar Should Use Native Landscaping," <http://cleantechnica.com/2016/03/15/utility-and-community-solar-should-use-native-landscaping/>)

ELECTRICAL

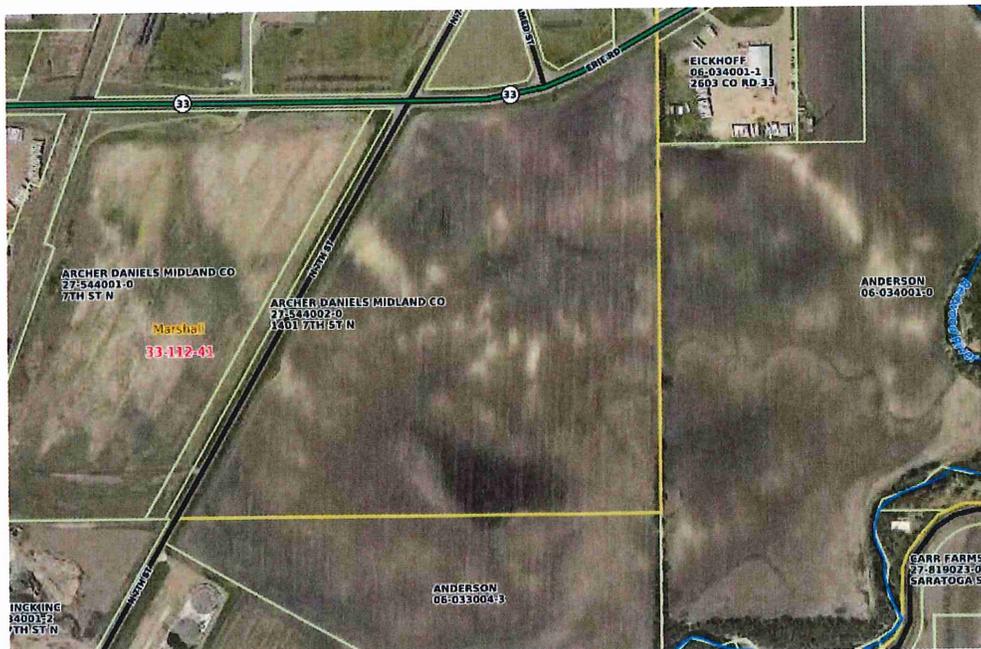
The Solar Garden will generate enough clean electricity to power approximately 2,200 homes annually. Because the Solar Garden will interconnect to the existing 7th Street substation and distribution system of Marshall Municipal Utilities (MMU), the clean energy will be used by nearby electric customers. This Solar Garden will also contribute to energy independence, decreasing our reliance on importing energy.

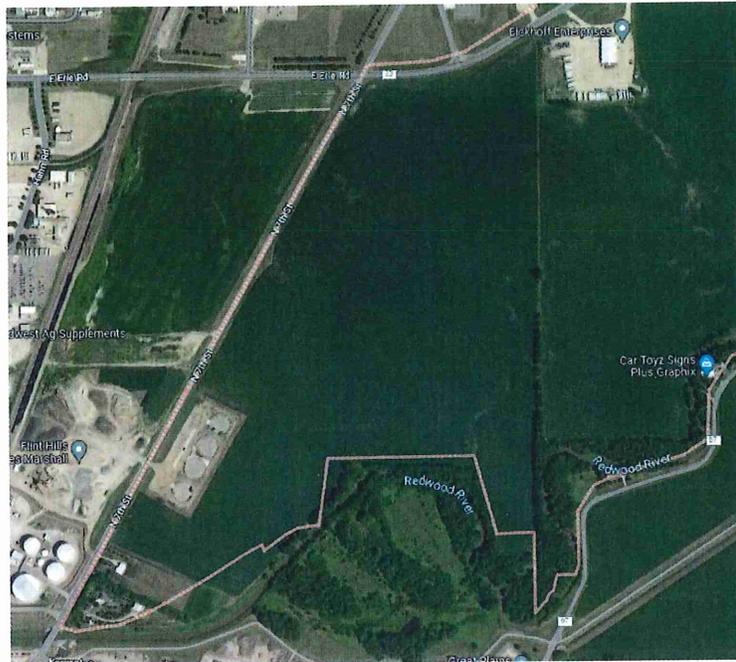
VISUAL IMPACT

OVERVIEW

To the north of our proposed project area is County Road 33/East Erie Road. To the west of our proposed project area is North 7th Street. To the south of our proposed project area is agricultural land and then the Redwood River. To the east of our proposed project area is agricultural land and Eickhoff Enterprises, a trucking company. The Solar Garden will be composed of single-axis trackers, which means the panels will rotate from east to west as the sun rises and sets. The panels will be about 6 - 10 feet tall, depending on the tilt angle, which varies throughout the day. Each row of solar panels will be approximately 12 feet apart, and the Solar Garden's fenced area will be planted in a mix of native grasses and pollinator-friendly habitat. There will be no permanent structures or buildings. There will be approximately 21,465 solar panels. The fenced area of the solar garden will be approximately 60 acres. The battery energy storage system (BESS) will be placed to the north of our Solar Garden, on the north end of the parcel. The main site access will come from the north on County Road 33/East Erie Road.

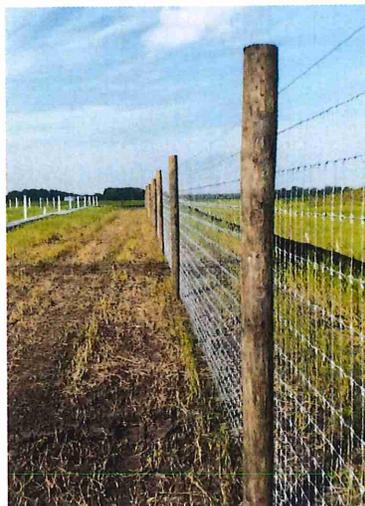
PHOTOS OF THE SITE





FENCE + SCREENING

The Solar Garden will include a security fence around the entire perimeter, as required by National Electric Code. The security fencing will be located entirely on the Property. The fence will not exceed 8 feet in height, and it will be a farm-field style fence without barbwire. See the image below for a representative photo taken of a Solar Garden under construction in Minnesota in 2020.



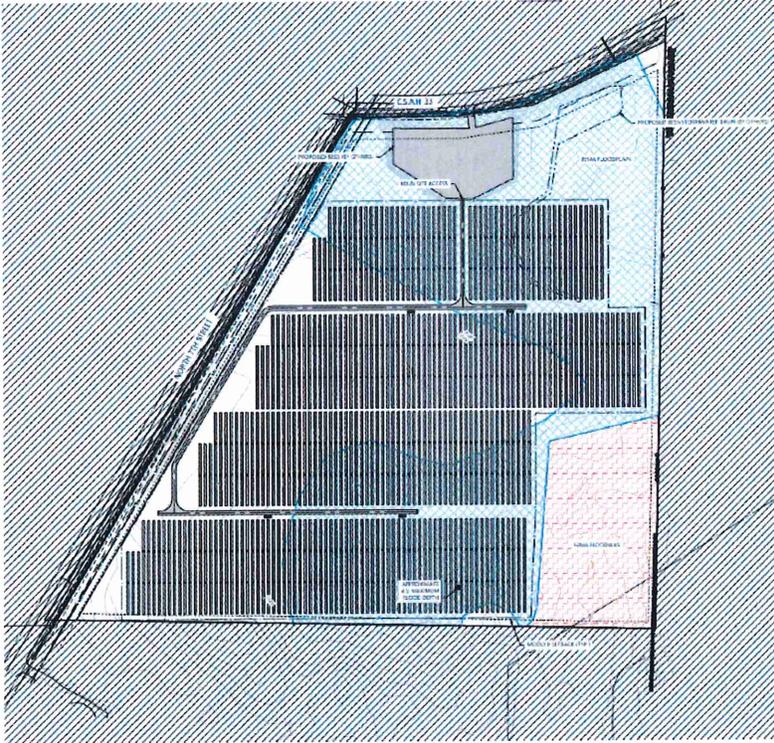
Marshall Solar Plus LLC is not currently proposing any screening around the Solar Garden. Should elected officials from the City of Marshall deem that screening should be required on the outside of the Solar Garden, US Solar is open to having that conversation.

VEGETATIVE SEEDING PLAN

As mentioned in the "Local Impact" section, the area underneath the modules and between rows will be transformed into a diverse mix of pollinator-friendly, low-lying, deep-rooted plants.

SITE PLAN

The preliminary site plan is attached. You can also find a screenshot of the preliminary site plan here for your convenience – future/updated renditions of the site plan will be provided to the City of Marshall as soon as US Solar receives them from its engineering contractor:



SOLAR ON AGRICULTURAL LAND

Harvesting solar to generate energy is widely viewed as an agricultural business opportunity for farmers across the United States, including those in Minnesota. This is evidenced by many agricultural groups that have gone on record to support the expansion of community solar. For example, the President of the Minnesota Farm Bureau has stated publicly that the **"Minnesota Farm Bureau statewide policy supports the development and use of alternative energy sources such as solar farms and gardens, as long as the drainage is maintained and serviced."** Other groups that have voiced their support for community solar include the American Farm Bureau Federation, MN Farmers Union and National Farmers Union.

There are three primary reasons why community solar gardens contribute to the preservation and improvement of agricultural land:

1. The Solar Garden area is converted to native grasses and pollinator-friendly habitat. As mentioned in the "Local Impact" section, this makes a tremendous impact on the local environment, including but not limited to soil quality, water quality, and crop yields.
2. Decommissioning of solar gardens is simple and does not disrupt the land. Because we use piles as foundation, system removal involves almost no disruption to the land. After the Solar Garden's life, what is left is an undisturbed field of native grasses atop immaculate soils. This is one of the only ways for a landowner to increase and diversify income while preserving and protecting farmland for future generations, when crop prices and agricultural practices may be more viable than they are today.
3. Landowners can convert their land to a Solar Garden, which provides them with guaranteed, increased, and diversified income. This sort of financial stability is traditionally only offered by residential, commercial, or industrial development. Of these options, a solar garden will be the best steward of the soils and natural resources of the agricultural land.

CONSTRUCTION

OVERVIEW

The construction of a Solar Garden is simpler than many people realize. Galvanized steel I-beams are driven into the ground to the appropriate depth to ensure long-term stability, according to detailed structural and geotechnical analysis. Racking sits on top of the steel I-beams. Solar panels clip into the racks. Inverters are set up in between sections of solar panels. Electrical line is buried about 4 feet deep in an electrical conduit. There are no concrete footings, which makes the eventual decommissioning process easy at the end of the Solar Garden life. The Solar Garden will comply with Minnesota Rules 7030 governing noise. We use Tier 1 solar panels to achieve high efficiency and conform to high quality control and safety standards.

The bulk of the construction will occur in approximately seven (7) weeks, followed by testing, inspections, and commissioning work. The most noticeable phase of the construction is the pile driving, which is often completed in two (2) days or less. In total, the construction period is expected to last from approximately August 2023 to June 2024. Hours of construction will be 7:00 AM to 7:00 PM Monday - Saturday. No work will be done on Sundays and nationally-observed holidays.

PARKING

During our construction phase, a temporary parking area, adjacent to the Project, will be used for installation crews, delivery trucks (as needed), and construction and supervision personnel.

VEHICLES/CONSTRUCTION TRIPS

Trucks for maintenance activities will be standard, with minimal tooling and parts for activities as described above.

- Most deliveries will be in the first month and most electrical testing will be in the later stages of construction.
- Modules will come on 40-foot flatbed trucks or in 40-foot containers.
- We expect no more than eight (8) deliveries for all solar modules.
- We expect no more than five (5) container trucks to deliver racking material
- We expect no more than two (2) deliveries for inverters, switchgears, and transformer
- We expect four (4) trips for Balance of Plant equipment in containers that are 40 feet or smaller.
- Note: We expect no more than four (4) deliveries per day.

STRUCTURES

All monitoring is done remotely. There will be a small maintenance building constructed near the northwest corner of the parcel (to the north of the Solar Garden and the west of the BESS).

STORAGE DURING OPERATION

There will be a small maintenance building constructed near the northwest corner of the parcel.

SIGNAGE

There will be no external signage of the facility unless specifically desired by the City of Marshall. To provide safety and support good practices, labeling of electrical equipment requires internal signage.

WATER, SEWAGE, AND WASTE

No water, sewage, or waste management services are required onsite. Portable waste facilities will be provided during the construction period. Delivery routes will be designed to pose the smallest traffic impact in the local community. We will coordinate with local authorities as to preferred times and routes prior to construction mobilization. Construction employees will park within the Project premises. Employees will be provided with mobile waste management options sourced from the local area.

SITE ACCESS

A new unpaved access road will be built off of County Road 33/East Erie Road for the Project. The access path for will come south directly off of the existing road – this is where the battery energy storage system (BESS) will be situated. The access path will continue south from the BESS area and will enter into the northern fence of Marshall Solar Plus LLC. This provides necessary access for construction, regular mowing and maintenance activities, and decommissioning of the Project, while minimizing impact to adjacent land uses. The road also provides access in the unlikely event that emergency crews are

needed onsite. US Solar will also likely propose a secondary access road to the west leading to North 7th Street. We utilize the following simple process for construction of access roads:

- (1) Remove topsoil from a 15-foot wide area and spread it thinly in adjacent areas,
- (2) Lay down geotextile fabric over compacted subgrades, if necessary, to prevent vegetative growth, and
- (3) Install and compact approximately 8-10" of aggregate material/gravel to level with surrounding grade.

Please see the attached site plan for a visual depiction of the primary access road.

PARKING

After construction is completed, there will be approximately two (2) parking spots within the boundaries of the perimeter fence. Our vehicles will park there to avoid disrupting traffic or adjacent land use.

OTHER

There will be:

- No daily traffic
- No equipment or materials storage onsite
- No marketing/advertising signage
- No water/sewer/trash utilities required onsite

OPERATIONS AND MAINTENANCE

Operations and maintenance work will be performed by Western Minnesota Municipal Power Agency (WMMPA), the future owner of the project.

GRADING AND EROSION

GRADING

DGR Engineering already performed grading plans and Western Minnesota Municipal Power Agency (WMMPA, the owner of the parcel) has constructed the previously-permitted civil works.

EROSION AND SEDIMENT CONTROL PLAN

The majority of the eastern half of the project parcel is located largely within a FEMA floodplain, zoned AE, which represents a 1% annual flood chance. The southeastern corner of the project parcel is located within a FEMA floodway – no construction will occur over this area. Marshall Solar Plus LLC will obtain a stormwater permit prior to construction. Our racking equipment is very accommodating of various terrain types and topography.

NO HAZARDOUS MATERIALS INVOLVED

We exclusively use Tier 1 solar panels. The materials that comprise Tier 1 solar panels are the same materials that comprise a smartphone: glass, silicon, silver, and aluminum. All the materials used in the Solar Garden are stable and fully contained. There is no pollution of the air, groundwater, or surface area of the site on which they sit.

PROPERTY VALUES

According to a widely circulated independent study conducted by researchers at the [LBJ School of Public Affairs at the University of Texas](#), the results from the survey of residential home assessors show that the majority of respondents believe that proximity to a solar installation has either no impact or a positive impact on home values. Data comes from a survey of 37 different appraisers across the U.S. and represents 23 states of the 42 to have utility scale solar facilities. Responses that indicated negative impact were primarily from properties with closer proximity to larger facilities i.e. homes studied within 100 feet of a larger facility (25MW -100MW in size). It is also important to note that assessors with experience assessing homes near solar installations perceived considerably smaller impacts than those without experience.

[Kirkland Appraisals, LLC](#) conducted a matched pair analysis of the property value of homes and agricultural land adjoining existing solar farms in North Carolina, South Carolina, Tennessee, Virginia, Mississippi, Texas, Oregon, New York and Maryland. The conclusion of this study was no indication of any impact on property values, positive or negative, of homes or vacant residential or agricultural land due to adjacency to a solar farm. Note that the average distance from a residential home to solar panels in this study was 150'.

Locally, [Chisago County](#) decided to study this independently. They released a report conducted by the County Assessor reviewing property value impacts due to the 100MW North Star solar project which covers approximately 1,000 acres. Note that North Star is approximately 100x the size of this project. Between January 2016 and October of 2017 fifteen (15) properties sold adjacent or near the solar array. After analyzing sales prices, they concluded no adverse impact due to the solar array was found.

In summary, all available data finds no negative impacts to property values of residential homes or agricultural land adjacent or near a solar array. This fact has been confirmed in decisions by the Minnesota Court of Appeals.

PROJECT OWNERSHIP

The applicant of the CUP, Marshall Solar Plus LLC, is a subsidiary of US Solar. As previously mentioned, this project has a “build-own-transfer” transaction structure. This means that US Solar will be in charge of developing and constructing the project. US Solar will then sell the project company (Marshall Solar Plus LLC) to the customer, Western Minnesota Municipal Power Agency (WMMPA) before the project is “substantially complete.” Please find more information about US Solar at www.us-solar.com.

INTERCONNECTION

As part of the “build-own-transfer” transaction structure, Western Minnesota Municipal Power Agency (WMMPA) will submit an interconnection application to Marshall Municipal Utilities (MMU) with the intent to finalize an interconnection agreement. The project parcel is already owned by WMMPA, and the North 7th Street substation, to which the project will interconnect, is owned by MMU. This substation is located just north of County Road 33/East Erie Road, across the street from the project.

MANUFACTURER’S SPECIFICATIONS

Marshall Solar Plus LLC will use only Tier 1 solar modules. Tier 1 solar modules are manufactured to the highest quality, performance, and lifespan, produced by companies that have at least a five-year history in manufacturing them. Countless banks and financiers have vetted these modules. They are designed to absorb light and reflect less than 2% of the incoming sunlight, which is less than many natural features, including water, snow, crops, and grass. There will be no material impact from glare.

We are using Tier 1 string inverters for this Solar Garden installed throughout the site. The inverters and electrical cabinets are enclosed and will meet all applicable codes and requirements.

CONCLUSION

Marshall Solar Plus LLC will comply with all criteria and requirements of Chapter 86 “Zoning,” Article 86-IV “Zoning District Regulations,” Section 86-96 “(A) Agricultural District,” letter A “Conditional Uses,” “Commercial Solar Energy Collectors and Systems” of the City of Marshall Municipal Code. We respectfully request that the City of Marshall Planning Commission provides an objective consideration of our Conditional Use Permit application.

APPENDIX I – SITE PLANS



- LEGEND:**
- PROJECT BOUNDARY
 - NON-PARTICIPATING PROPERTY
 - TRACT LINE
 - ROAD RIGHT-OF-WAY
 - EASEMENT
 - INDEX CONTOUR
 - INTERVAL CONTOUR
 - OVERHEAD POWER
 - UNDERGROUND GAS
 - UNDERGROUND WATER
 - FEMA FLOODPLAIN
 - FEMA FLOODWAY
 - PROPOSED SOLAR ARRAY
 - PROPOSED MODULE TRACK
 - PROPOSED ACCESS ROAD
 - PROPOSED SECURITY FENCE
 - PROPOSED STORMWATER BASIN
 - PROPOSED ELECTRICAL EQUIPMENT

SYSTEM SPECIFICATIONS	
SYSTEM SIZE DC	14.96 MW
SYSTEM SIZE AC	10.0 MW
DC/AC RATIO	1.4
MODULE MODEL	ASTRONERGY ASTRO 6
MODULE RATING	655 W
TOTAL MODULE QTY	23,485
TOTAL NO. 81 MODULE TRACK RACKS	257
TOTAL NO. 54 MODULE TRACK RACKS	12
INTER-ROW SPACING	11.8'
PERCH	19.0'
SCR	40.5'
FENCED AREA	50.8 ACRES

Westwood
 4015 Greenway Blvd, Suite 410
 Wadena, MN 56482
 www.westwood.com

US SOLAR
 100 N. 6th St. #4100
 Minneapolis, MN 55403

NO.	DATE	BY	CHK
1	01/04/2023	CONCEPT	
2		CONCEPT	
3		CONCEPT	
4		CONCEPT	
5		CONCEPT	



USS Marshall Solar LLC
 Lyon County, Minnesota

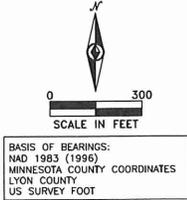
PV Site Plan -
 Astronomy Astro 6

CONCEPTUAL
 NOT FOR CONSTRUCTION

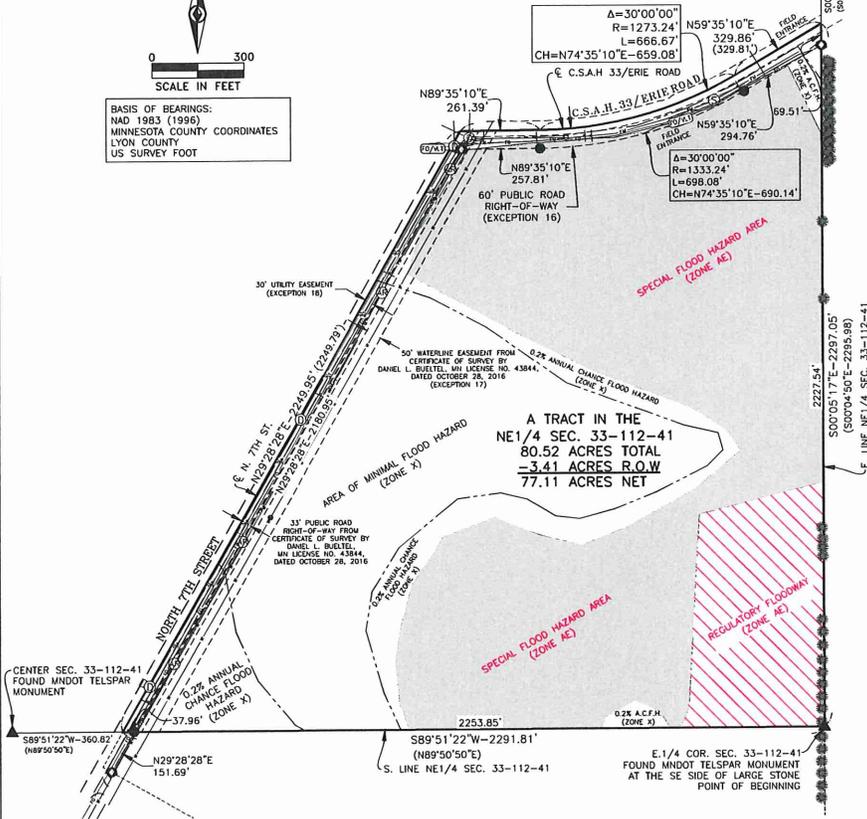
DATE	REV
01/04/2023	
	C100

APPENDIX II – ADDITIONAL DOCUMENTS

ALTA/NSPS LAND TITLE SURVEY
EFFECTIVE DATE FEBRUARY 23, 2016
A TRACT IN THE NE1/4 SECTION 33-112-41
LYON COUNTY, MINNESOTA



NE COR. SEC. 33-112-41
 FOUND MNDOT TELSPAR MONUMENT



SURVEYOR'S NOTES:

EXCEPTION NO. 1 IS NOT A SURVEY MATTER AND COULD NOT BE LOCATED ON THE GROUND.
 EXCEPTION NO. 2 IS NOT A SURVEY MATTER AND COULD NOT BE LOCATED ON THE GROUND.
 EXCEPTION NO. 3 WERE NOT VISIBLE.
 EXCEPTION NO. 4 WERE NOT VISIBLE.
 EXCEPTION NO. 5 IS NOT A SURVEY MATTER AND COULD NOT BE LOCATED ON THE GROUND.
 EXCEPTION NO. 6 IS NOT A SURVEY MATTER AND COULD NOT BE LOCATED ON THE GROUND.
 EXCEPTION NO. 7 IS NOT A SURVEY MATTER AND COULD NOT BE LOCATED ON THE GROUND.
 EXCEPTION NO. 8 WERE NOT VISIBLE.
 EXCEPTION NO. 9 IS NOT A SURVEY MATTER AND COULD NOT BE LOCATED ON THE GROUND.
 EXCEPTION NO. 10 IS NOT A SURVEY MATTER AND COULD NOT BE LOCATED ON THE GROUND.
 EXCEPTION NO. 11 WAS NOT FOUND AND COULD NOT BE LOCATED ON THE GROUND.
 EXCEPTION NO. 12 IS NOT A SURVEY MATTER AND COULD NOT BE LOCATED ON THE GROUND.
 EXCEPTION NO. 13 IS NOT A SURVEY MATTER AND COULD NOT BE LOCATED ON THE GROUND.
 EXCEPTION NO. 14 IS SHOWN ON THE SURVEY AS RECORD AND MEASURED DIMENSIONS.
 EXCEPTION NO. 15 IS NOT ON THE SUBJECT PROPERTY.

A MINNESOTA ONE CALL UTILITY LOCATE WAS PERFORMED. THE TICKET NO. IS 190840808.
 NO BUILDINGS WERE OBSERVED ON THE SUBJECT PROPERTY.

LEGAL DESCRIPTION AS CONTAINED IN EXHIBIT A OF THE TITLE COMMITMENT FILE NUMBER L052119CT—Western DATED MAY 22, 2019

That part of the Northeast Quarter (NE1/4) of Section Thirty-three (33), Township 112 North, Range 41 West of the 5th P.M., Lyon County, Minnesota, lying South of the centerline of County State Aid Highway No. 33 (Erie Road) and lying East of the centerline of North 7th Street, more particularly described as follows:

Beginning at the East Quarter Corner of said Section 33; thence South 89°51'22" West on the south line of said NE1/4 for a distance of 2,291.81 feet to the centerline of said North 7th Street; thence North 29°28'28" East on said centerline for a distance of 2,249.95 feet to the centerline of said County State Aid Highway No. 33 (Erie Road); thence North 89°35'10" East on said centerline for a distance of 261.39 feet to the beginning of a curve, concave North, having a radius of 1,273.24 feet; thence Easterly on the arc of said curve to the left and on said centerline for an arc distance of 666.67 feet (said curve subtended by a chord which bears North 74°35'10" East with a chord distance of 659.08 feet); thence North 59°35'10" East on said centerline for a distance of 329.86 feet to the east line of said NE1/4; thence South 00°05'17" East on said east line for a distance of 2,297.05 feet to the Point of Beginning.

ALTA/NSPS SURVEYOR'S CERTIFICATE:

To Western Minnesota Municipal Power Agency:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes Items 3 and 11 of Table A thereof.

The field work was completed on May 3rd, 2019.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota.

By: *Adam N. Wierzma* 8-01-19
 Adam N. Wierzma, L.S. License No. 51727 (Date)
 My license renewal date is June 30, 2020

Sheets covered by this seal: THIS SHEET ONLY

LEGEND	
●	SECTION CORNER AS NOTED
▲	SET 1/2" X 24" REBAR WITH RED SURVEYOR'S I.D. CAP NO. 51727
○	FOUND 5/8" DIA. REBAR WITH RED SURVEYOR'S I.D. CAP NO. 43844
(//)	RECORD DIMENSION
—E—	UNDERGROUND ELECTRIC
—OH—	OVERHEAD ELECTRIC
—ST—	STORM SEWER LINE
—SA—	SANITARY SEWER LINE
—	EDGE OF ASPHALT
—	EDGE OF GRAVEL
—	EDGE OF FIELD
—G—	GAS LINE & STRUCTURES
—	CURB AND GUTTER
—T—	UNDERGROUND TELEPHONE LINE
—	EXISTING GROUND CONTOURS
—FO—	UNDERGROUND FIBER OPTIC
—CATV—	UNDERGROUND CABLE TELEVISION
⊙	SANITARY MANHOLE
⊙	AIR RELEASE MANHOLE
⊙	STORM INTAKE
⊙	STORM MANHOLE
⊙	FIBER OPTIC VAULT
⊙	T-POST
○	LIGHT POLE
⊘	POWER POLE
⊙	TELEPHONE BOX
—	SIGN/SIGN POST
⊙	DECIDUOUS TREE
⊙	CONIFEROUS TREE

	DGR ENGINEERING Rock Rapids, Iowa 712-472-2531 Sioux City, Iowa Ankeny, Iowa Sioux Falls, South Dakota	Date	8-01-19
		Drawn By	ANW
		Approved	ANW
		Revised	
		PROJECT NO.	418533
		DWG. #	P:0418533\418533\CIVIL.DWG\418533ALTA.DWG

NEWS RELEASE

FOR IMMEDIATE RELEASE

FEBRUARY 16, 2023

Western Minnesota Municipal Power Agency signs contract for construction of Marshall Solar Plus

SIOUX FALLS, S.D. – The Western Minnesota Municipal Power Agency’s (WMMPA) Board of Directors, following a recommendation by the Missouri River Energy Services (MRES) Board of Directors, has approved a Build-Own-Transfer Agreement with US Solar for the development and construction of the Marshall Solar Plus project in Marshall, Minnesota.

The solar project will have a rated capacity of 10 megawatts (MW) and is expected to produce about 22,470 megawatt-hours of electricity annually, or enough to serve over 2,000 homes. Marshall Solar Plus will include over 26,000 solar panels on 57 acres of land owned by WMMPA along North 7th Street near the Archer Daniels Midland Company and the 7th Street Substation owned by Marshall Municipal Utilities (MMU).

“Solar power is a carbon-free, renewable resource that will be an important part of our evolving power supply mix as we work to create and maintain a clean and resilient energy future,” said Terry Wolf, vice president of power supply and operations for MRES. “The Marshall site was chosen, in part, for its close proximity to the 7th Street substation, where the project will interconnect to the MMU distribution system.”

Solar power on its own is not dispatchable, meaning it can’t be turned on or off to meet customer demand like other more traditional resources. That’s why WMMPA will also install a 5 MW battery energy storage system. WMMPA intends to have controls on the battery system to allow energy to be stored or injected into the grid based on conditions at the time. “The batteries will add reliability to the project, moving electrical production into the times of the day when it is needed the most,” said Wolf.

Site grading work has already begun and will be completed prior to construction of the project. Residents can expect to see major equipment onsite in August 2023 and support structures and solar panels being installed by November 2023. Substantial completion of the project is expected in August 2024.

US Solar will obtain state and local permits for the project, as well as provide engineering and detailed project design. WMMPA expects to submit an application to MMU in the near future with the intent to finalize an interconnection agreement.

“MMU’s power supply mix is already 30% renewable and 76% carbon-free,” said MMU General Manager Dave Schelkoph. “The Marshall Solar Plus project will be another clean energy resource for MMU and the other MRES member utilities.”

WMMPA will provide financing for the project. WMMPA is a joint-action agency made up of MRES members in Minnesota. It has provided financing for all of the major generation and transmission facilities with which MRES serves its 61 member municipal electric systems in Iowa, Minnesota, North Dakota and South Dakota.

MRES has a power supply agreement with WMMPA obligating MRES to pay for and WMMPA to supply the entire output of WMMPA-owned facilities. MRES, in turn, has long-term power sales agreements with its members to supply them with wholesale power, energy and transmission needed by the member utilities to serve their customers.

MMU is a community-owned, not-for-profit municipal utility serving the residents and businesses of Marshall, Minnesota. MMU provides electricity and water service to over 6,500 customers, along with a variety of energy services.

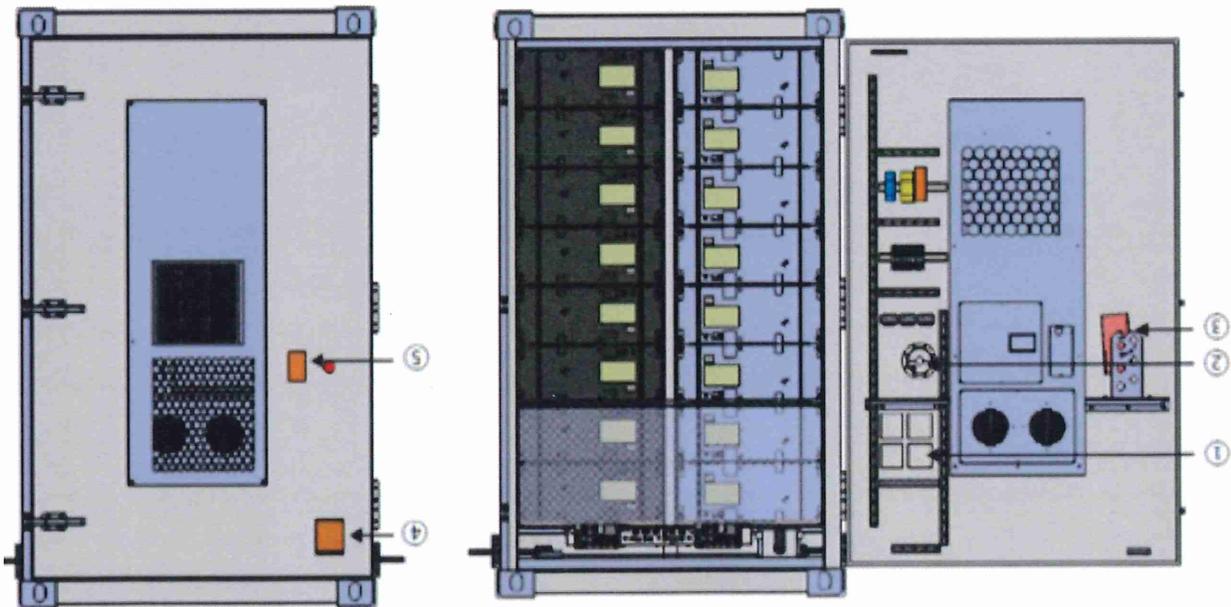
US Solar is a developer, owner, operator and financier of solar generation and storage projects with a focus on emerging markets and community solar programs.

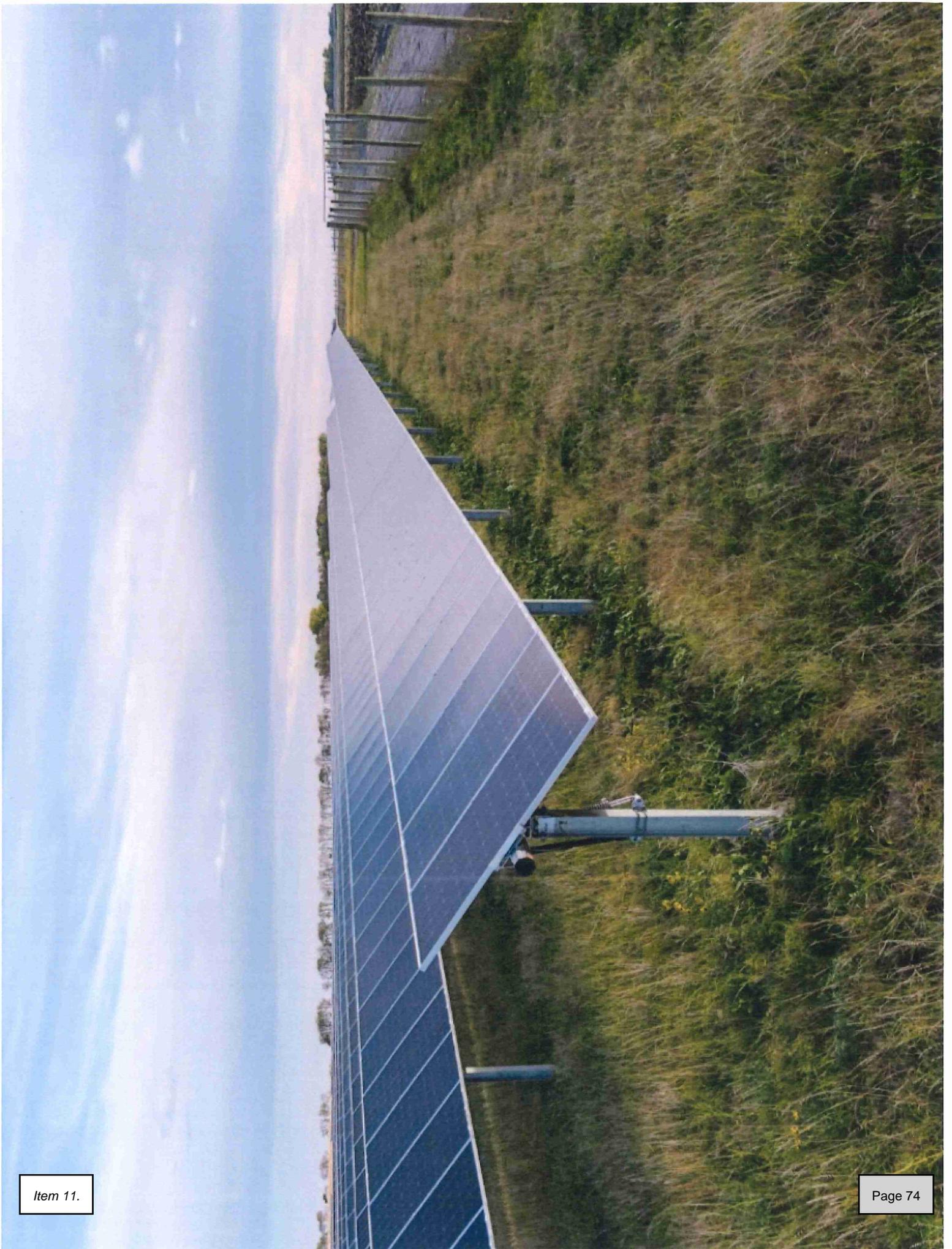
About US Solar

United States Solar Corporation ("US Solar") makes solar energy accessible with simple solutions that are as good for the wallet as for the environment. US Solar is a developer, owner, operator and financier of solar generation and energy storage projects with a focus on emerging state markets and community solar programs. US Solar helps residents, public entities and businesses reduce electricity costs with local, renewable energy. Additional information about US Solar and a Solar Garden Sunscrition can be found by visiting www.us-solar.com.

#####

*For more information, contact MRES Vice President of Member Services and Communications, phone: 605-338-4042;
e-mail: info@mrenergy.com*









ENEON-ES
 10550 - 42nd St, SE, Suite 107
 Coligny, AB, T2C 5C7
 Tel: (403) 236-0333

REV	DESCRIPTION	DATE
0	INITIAL RELEASE	2022-11-04

PROPRIETARY AND CONFIDENTIAL
 THIS DRAWING IS THE PROPERTY OF ENEON-ES. IT IS TO BE USED ONLY FOR THE PROJECT AND FOR THE PURPOSE FOR WHICH IT IS INTENDED. IN ACCEPTING THIS DRAWING, YOU AGREE THAT THE INFORMATION CONTAINED HEREIN WILL NOT BE ON ANY MEDIUM, IN ANY FORM, OR BY ANY MEANS, WITHOUT ENEON-ES'S WRITTEN CONSENT.

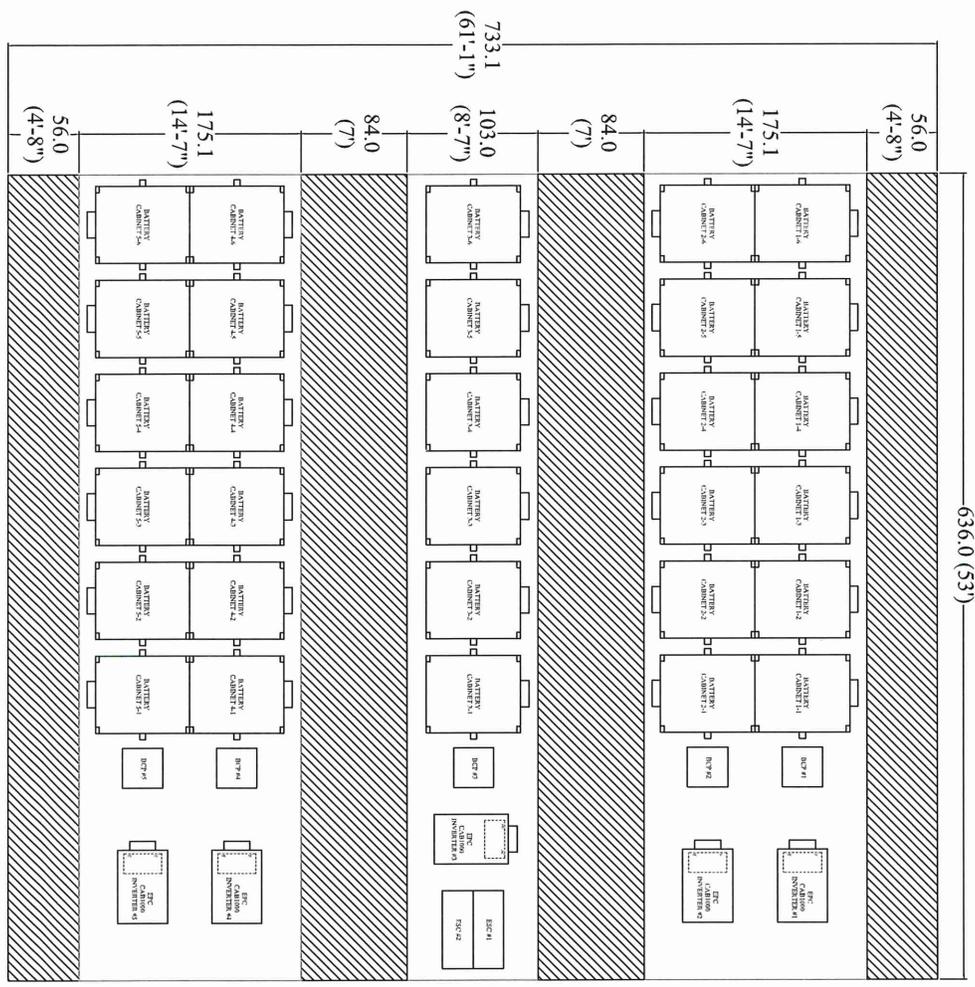
DRAWING TITLE:
 ENEON SYSTEM LAYOUT

NAME	DATE
DRAWN	2022-11-04
TY	2022-11-04
APPROVAL	2022-11-04

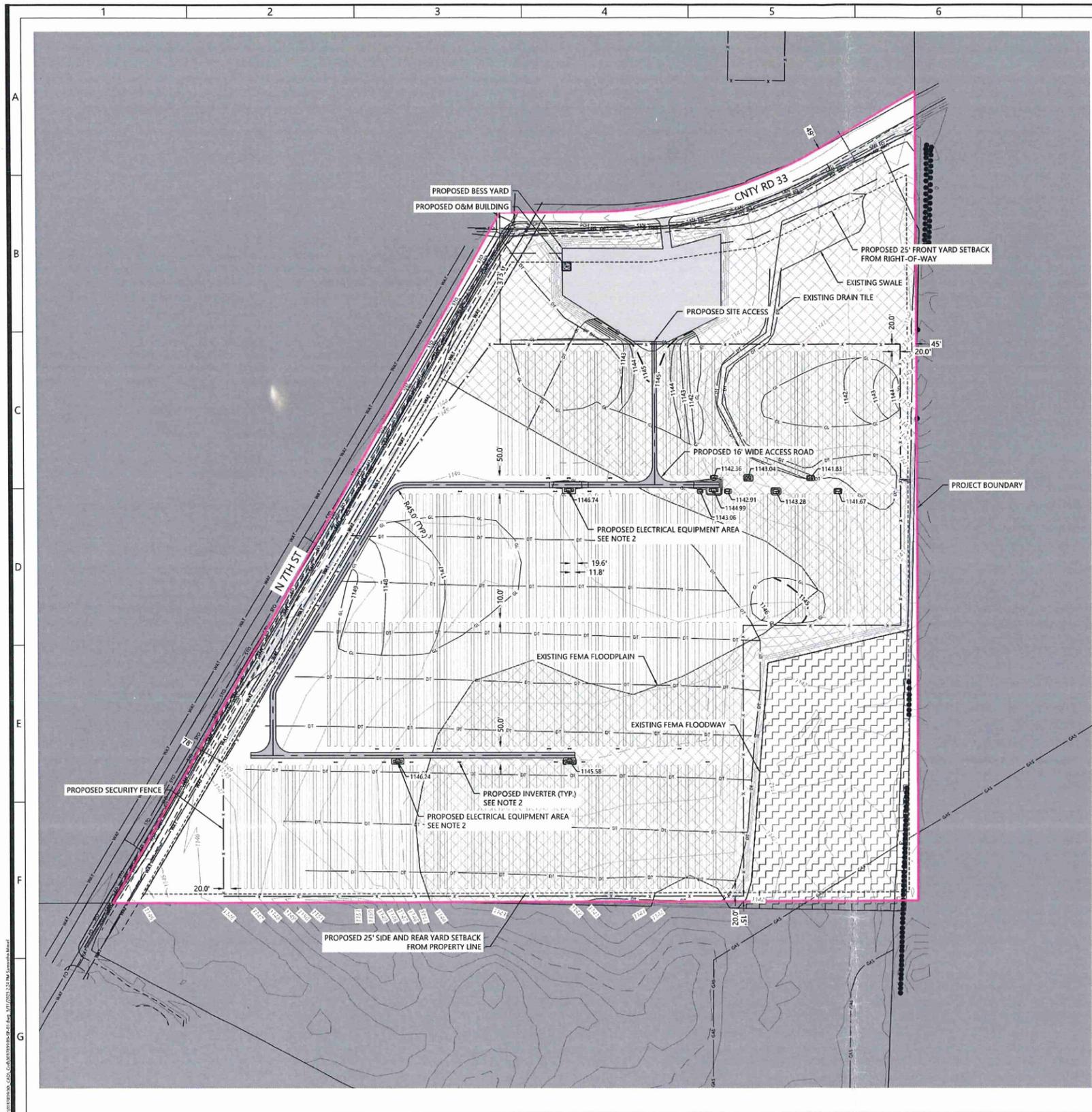
PROJECT NAME:
 US SOLAR
 MARSHALL

DWG. NO.:
 EN-USS-MAR-PSL-001

SCALE:	PAGE:	SIZE:
NTS	SHEET 1 OF 1	B
2022-11-04	REV: 0	



NOTE: PRELIMINARY DESIGN, NOT FOR CONSTRUCTION



- LEGEND:**
- PROJECT BOUNDARY
 - NON-PARTICIPATING PROPERTY
 - RIGHT-OF-WAY LINES
 - EASEMENT LINES
 - EX. 5' INDEX CONTOUR
 - EX. 1' INTERVAL CONTOUR
 - EX. VEGETATION
 - EX. PAVED ROAD
 - EX. GRAVEL ROAD
 - EX. FENCE
 - EX. CULVERT
 - EX. OVERHEAD POWER
 - EX. FIBER OPTIC LINE
 - EX. GAS PIPELINE
 - EX. TELEPHONE LINE
 - EX. WATER LINE
 - EX. SANITATION LINE
 - EX. DRAIN TILE
 - EX. STORMWATER BASIN AND SWALE
 - EX. FEMA FLOODPLAIN
 - EX. FEMA FLOODWAY
 - EX. BATTERY ENERGY STORAGE FACILITY
 - PROPOSED MODULE SETBACK
 - PROPOSED SINGLE AXIS TRACKER
 - PROPOSED ACCESS ROAD
 - PROPOSED SECURITY FENCE
 - PROPOSED ELECTRICAL EQUIPMENT
 - PROPOSED STRING INVERTER
 - PROPOSED FACILITIES
 - PROPOSED UNDERGROUND MEDIUM VOLTAGE CABLE
 - PROPOSED OVERHEAD MEDIUM VOLTAGE CABLE
 - PROPOSED 5' INDEX CONTOUR
 - PROPOSED 1' INTERVAL CONTOUR
 - PROPOSED GRADING LIMITS

- GENERAL NOTES:**
1. PARKING OF ANY PERSONAL OR DELIVERY VEHICLES WITHIN THE PUBLIC RIGHT-OF-WAY IS PROHIBITED.
 2. ALL ELECTRICAL COMPONENTS ARE SHOWN FOR REFERENCE ONLY. REFER TO THE APPLICABLE ELECTRICAL DRAWINGS FOR DETAILED ELECTRICAL DESIGNS.
 3. PROPOSED ACCESS ROAD TO BE USED AS PARKING FOR ALL OPERATIONS AND MAINTENANCE ACTIVITIES.

SYSTEM SPECIFICATIONS

SYSTEM SIZE DC	13.9 MW
SYSTEM SIZE AC	10 MW
DC/AC RATIO	1.394
MODULE MANUFACTURER	ASTROENERGY
TOTAL MODULE QTY (655 W)	12,960
TOTAL NO. 81 MODULE RACKS (655 W)	160
TOTAL MODULE QTY (660 W)	8,262
TOTAL NO. 81 MODULE RACKS (660 W)	102
INTER-ROW SPACING	11.8'
PITCH	19.6'
GCR	39.8%
FENCE AREA	51.5 AC

GRADING QUANTITIES

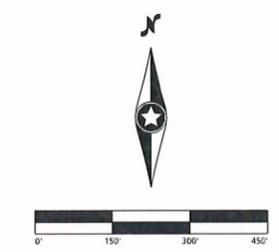
	CUT (CY)	FILL (CY)
ARRAY	3,279	2,572
EQUIPMENT PADS	0	375
TOTAL	3,279	2,947

Westwood
 Phone: (608) 821-6600 8401 Greenway Blvd., Suite 400
 Madison, WI 53702
 westwoodps.com
 Westwood Professional Services, Inc.

US SOLAR
 100 N 6th St. #218c
 Minneapolis, MN 55403

REVISIONS:

#	DATE	COMMENT
A	03/31/23	60% Site Plan



**USS Marshall
 Solar LLC**
 Lyon County, Minnesota

PV Site Plan

NOT FOR CONSTRUCTION

DATE: 03/31/2023
 SHEET: C200 A

RESOLUTION NO. _____

**RESOLUTION GRANTING A
CONDITIONAL USE PERMIT
FOR 1200 NORTH 7th STREET
WITHIN THE CITY OF MARSHALL, MINNESOTA**

WHEREAS, an application has been submitted by Western Minnesota Municipal Power Agency, (“Applicant”) to the City Council requesting approval of a conditional use permit under the Zoning Code, Article 86-IV, Section 86-96, in the City of Marshall for the following location:

LOCATION: 1200 North 7th Street.

LEGAL DESCRIPTION: See attached.

WHEREAS, THE APPLICANT SEEKS THE FOLLOWING: A Conditional Use Permit to install commercial solar energy collector system on the property located at 1200 N. 7th Street and legally described above, and

WHEREAS, the Planning Commission has held a public hearing as required by the city Zoning Code on April 12, 2023, and

WHEREAS, staff presented the Planning Commission with information that the requested use meets the criteria listed for granting a conditional use for a solar energy collector system as allowed as a conditional use in A districts per Marshall Code, Article 86-IV, Section 86-96 (d) and (e), and

WHEREAS, staff specifically found:

- (1) The lot in question falls within an A district and is surrounded by agricultural and industrial land.
- (2) The proposed use has adequate access to Erie Road/County Road 33.
- (3) The proposed use will not generate any additional traffic due to its automated nature.
- (4) There are no landscaping requirements applicable to A districts.
- (5) There will be no outside storage associated with proposed use.
- (6) There will be one accessory maintenance building on site.
- (7) There will be no main buildings associated with solar energy collection use.
- (8) The area of site is adequate for proposed equipment as designed.
- (9) There will be two off-street parking spaces for maintenance visits even though no parking is required by Ordinance.
- (10) The proposed construction will meet the Flood Ordinance.
- (11) The existing utility and public service facility adequately support the proposed use.
- (12) The area will be seeded with native grasses and will be adequately maintained.

WHEREAS, the City Council reviewed the Minutes of the Planning Commission and heard from staff, and

WHEREAS, Staff reiterated its findings to the Council at the April 25, 2023 Council meeting,

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Marshall that the City Council accepts and adopts the following findings:

1. Because of the nature of the proposed use and its location, the requested conditional use will not:
 - a. Be inconsistent with adjacent properties.
 - b. Unreasonably diminish or impair established property values within the neighborhood or in any way be contrary to the intent of this Code.
 - c. Violate any Ordinance provisions.
2. Because of the permitted uses for A districts in this Code, the proposed conditional use is a reasonable use of the land.
3. The conditional use will be in harmony with the general purpose and intent of the City Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

FURTHER, BE IT RESOLVED, by the City Council of the City of Marshall that the City Council accepts that:

1. The proposal is consistent with the city's Comprehensive Plan.
2. The proposal is consistent with existing and future land uses in the area.
3. The proposal conforms to the Zoning Code requirements.
4. The proposal will not depreciate values in the area.
5. The proposal will not overburden the existing public services nor the capacity of the City to service the area.

FURTHER, BE IT RESOLVED, that the City Council of the City of Marshall hereby approves the requested conditional use permit, subject to on-going compliance with all of the following conditions:

1. If within one (1) year after approving the Conditional Use Permit, the use as allowed by the permit shall not have been initiated, the CUP shall become null and void unless a petition for an extension of time in which to complete the use has been granted by the City Council. Such petition shall be requested in writing and shall be submitted at least 30 days prior to expiration.
2. Pursuant to Marshall Code Article 86-II, Division 86-II-2, Section 86-49, no application for a condition modification shall be considered by the planning commission or council for at least

one-year from the date of a conditional use permit approval or from when circumstance sufficiently change to justify a review.

- 3. This Conditional Use Permit shall become effective upon filing a certified copy of the signed resolution of approval with the County Recorder pursuant to Minnesota State Statute 462.3595 to ensure the compliance of the herein-stated conditions.
- 4. The owner shall maintain the property to conform with the Zoning Ordinance, Building Code, and not cause or create negative impacts to existing or future properties adjacent thereto.
- 5. The owner shall obtain all relevant and required permits prior to beginning any work.
- 6. The City reserves the right to revoke the Conditional Use Permit if the applicant or if ownership of the property has transferred, then the current owner, has breached the conditions contained in this permit provided first, however, that the City serve the applicant with written notice specifying items of any such default and thereafter allow the applicant a reasonable time in which to cure any such default

The foregoing resolution, arising out of the motion offered by _____ and seconded by _____, was declared carried on the following vote:

Ayes:
Nays:
Passed:

Mayor

ATTEST:

City Clerk

Approval is contingent upon execution and return of this document to the City Planning Office. I have read and agree to the conditions of this resolution as outlined above.

Property Owner / Applicant

Date

Presenter:	Dave Schelkoph
Meeting Date:	Tuesday, April 25, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	WAPA contract No. 23-UGPR-28, Designated Entity Contract, allowing MRES to become MMU’s administrator of the new WAPA Renewable Energy Credits (REC).
Background Information:	<p>On March 21st, 2023, the Marshall Utilities Commission approved a motion to recommend the approval of the WAPA contract No. 23-UGPR-28, Designated Entity Contract, allowing MRES to become MMU’s administrator of the new WAPA Renewable Energy Credits (REC)</p> <p>What is a REC? From the website of the Environmental Protection Agency, “a renewable energy certificate, or REC (pronounced: rĕk, like wreck), is a market-based instrument that represents the property rights to the environmental, social, and other non-power attributes of renewable electricity generation. RECs are issued when one megawatt-hour (MWh) of electricity is generated and delivered to the electricity grid from a renewable energy resource”.</p> <p>Starting in 2023, Western Area Power Administration (WAPA) has created and credited Renewable Energy Credits (REC) associated with the hydroelectric power they produce and deliver to all their power contract holders. MMU is a preferred customer of WAPA and is one of those contract holders. As the WAPA RECs are now recognized by the utility industry, they are now subject to the same regulations concerning all forms of REC contracted throughout the U.S. As MRES is already performing this REC administrative work for all REC purchased by our customers through the Bright Energy Choices program, MRES is offering their services to administer the MMU allotted WAPA REC. This service will be offered at no cost to MMU. By approving this contract, MMU will not have to become a member of Midwest Renewable Energy Tracking System (M-RETS) and the subsequent administration cost associated with said REC required by M-RETS. By signing this document MMU does not give up ownership or control of the WAPA REC.</p> <p>Both MRES and Dennis Simpson (on behalf of MMU) have reviewed this document for legal sufficiency and have given MMU the Green light to proceed.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	Approve contract allowing MRES to become MMU’s administrator of the new WAPA RECs.

MEMORANDUM
VIA EMAIL TRANSMITTAL

TO: Dave Schelkoph, General Manager Marshall Municipal Utilities
CC: Sharon Hanson, City Administrator
FROM: Dennis H. Simpson, Real Estate Consultant
DATE: March 17, 2023
RE: WAPA Renewable Energy Credits (REC) Designated Entity Contract
FILE NO. M015.085

This memo is sent to you as a follow-up to our phone conference on Thursday, March 16, 2023. On that date, you and I did discuss matters related to the new proposed WAPA Renewable Energy Credits (REC) Agreement. At your request, I had reviewed the draft agreement as proposed by WAPA. The proposed agreement would allow for MRES to serve as Marshall's agent for the administration for the WAPA REC contract.

I have reviewed the draft agreement and you and I discussed that matter in detail. My questions regarding that contract, revolved around the potential costs to be incurred pursuant to Section 7 of the agreement. After our discussion, I do have a better handle on the financial implications and would recommend that the contract be brought forward for approval.

As you and I discussed, Marshall Charter Provision §13.04(subd.1) indicates that the Marshall City Council must approve contracts for periods of time exceeding 10 years. The proposed WAPA REC Contract dovetails with the Firm Electric Service (FES) contract dated November 28, 2012. That FES) contract has previously been approved by Marshall City Council, as that contract runs through December 31, 2050. The proposed REC agreement is also to extend to December 31, 2050. Therefore, I have advised that this agreement between WAPA, MRES and the City of Marshall must be approved by the Marshall City Council. You have concurred with that recommendation and have indicated to me that you would work with City Administrator, Sharon Hanson at the appropriate time to bring this matter before Council for approval. You have indicated that approval by WAPA and MRES will take sometime and it may be a couple of months before this is brought to City Council for action. Please let me know if you have any additional questions or concerns.

DHS:jlh



Department of Energy
Western Area Power Administration
Upper Great Plains Customer Service Region
P.O. Box 35800
Billings, MT 59107-5800

PM-0002

Mar 14, 2023

B6212.HU

David Schelkoph
General Manager
City of Marshall
113 South Fourth Street
Marshall, MN 56258

Mr. Terry Wolf
Vice President of Power Supply and Operations
Missouri Basin Municipal Power Agency
d.b.a. Missouri River Energy Services
P.O. Box 88920
Sioux Falls, SD 57109-8920

Dear Mr. Schelkoph and Mr. Wolf:

Attached, for your consideration, is a DocuSign envelope of proposed Designated Entity Contract No. 23-UGPR-28 (Contract) between the City of Marshall, Minnesota (Marshall), Missouri Basin Municipal Power Agency d.b.a. Missouri River Energy Services (MRES), and Western Area Power Administration (WAPA). The Contract provides the terms and conditions MRES shall follow in providing Renewable Energy Certificate (REC) Management Services to Marshall, consistent with the WAPA Upper Great Plains Region (UGPR) REC Program Principles and the applicable General Power Contract Provisions (GPCP) dated September 1, 2007. Also attached, for reference, are the WAPA UGPR REC Program Principles.

The Parties agree that the Contract may be signed and executed digitally in accordance with WAPA's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

The Contract is in final form for your signature. If the Contract is satisfactory, please take the following actions to ensure proper execution and administration:

- Have the appropriate official fill in the appropriate blocks and digitally sign the Contract using DocuSign.
- Have the official's signature attested by filling in the appropriate blocks and digitally sign using DocuSign.
- For Marshall: Attach a copy of the city council meeting minutes or resolution approving the Contract.
- For MRES: Complete the Certificate using DocuSign.
- Apply the seal, if there is one, to the signature page.
- Any changes or alterations made to the Contract shall render them null and void.
- Please DocuSign the Contract within 60 days of the date above or the Contract shall be null and void.

Once both Marshall and MRES have signed, WAPA will review the Contract upon return and, if satisfactory, execute and date the Contract with a digital signature. One executed Contract will then be returned to each Party for their use.

If you have any questions concerning the Contract, please contact Brianna Gray at (406) 255-2936, bgray@wapa.gov, or Marsha Thomas at (605) 354-8417, mthomas@wapa.gov.

Sincerely,

Lori L. Frisk
Digitally signed by Lori L. Frisk
Date: 2023.03.14 16:44:18 -05'00'

Lori L. Frisk
Vice President of Power Marketing
for Upper Great Plains Region

Attachments:

Designated Entity Contract and GPCP
WAPA UGPR REC Program Principles

(Letter sent electronically)

Contract No. 23-UGPR-28
City of Marshall, Minnesota
Missouri Basin Municipal Power
Agency d.b.a. Missouri River
Energy Services

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR MISSOURI BASIN MUNICIPAL POWER AGENCY D.B.A.
MISSOURI RIVER ENERGY SERVICES TO ADMINISTER
RENEWABLE ENERGY CERTIFICATES
FOR THE CITY OF MARSHALL, MINNESOTA
(Designated Entity)

Contract No. 23-UGPR-28
City of Marshall, Minnesota
Missouri Basin Municipal Power
Agency d.b.a. Missouri River
Energy Services

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR MISSOURI BASIN MUNICIPAL POWER AGENCY D.B.A.
MISSOURI RIVER ENERGY SERVICES TO ADMINISTER
RENEWABLE ENERGY CERTIFICATES
FOR THE CITY OF MARSHALL, MINNESOTA
(Designated Entity)

<u>Section</u>	<u>Title</u>	<u>Page</u>
1.	Preamble.....	1
2.	Explanatory Recitals.....	2
3.	Definitions	2
4.	Agreement.....	3
5.	Term.....	4
6.	Existing Firm Electric Service Contract	4
7.	Designated Entity Arrangements.....	5
8.	Billing and Payment Provisions	6
9.	General Power Contract Provisions	7
10.	No Third-Party Beneficiaries	7
11.	Use of Digital Signatures	7
12.	Execution in Counterparts	7
	Signatures	9

Certificate
General Power Contract Provisions dated September 1, 2007

Contract No. 23-UGPR-28
City of Marshall, Minnesota
Missouri Basin Municipal Power
Agency d.b.a. Missouri River
Energy Services

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR MISSOURI BASIN MUNICIPAL POWER AGENCY D.B.A.
MISSOURI RIVER ENERGY SERVICES TO ADMINISTER
RENEWABLE ENERGY CERTIFICATES
FOR THE CITY OF MARSHALL, MINNESOTA
(Designated Entity)

1. PREAMBLE: This Contract is made on _____, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388), December 22, 1944 (58 Stat. 887), August 4, 1977 (91 Stat. 565), and Acts amendatory or supplementary to the foregoing Acts between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called WAPA, represented by the officer executing this Contract, a duly appointed successor, or a duly authorized representative, hereinafter called the Contracting Officer, the CITY OF MARSHALL, MINNESOTA, a municipal corporation duly organized under and by virtue of the laws of the State of Minnesota, hereinafter called Marshall or Contractor, their successor and assigns, and MISSOURI BASIN MUNICIPAL POWER AGENCY, a body corporate and politic duly organized under and by virtue of the laws of the State of Iowa, doing business as Missouri River Energy Services, hereinafter called MRES or Contractor, their successors or assigns, each sometimes hereinafter called the Party or all sometimes hereinafter collectively called the Parties.

Contract No. 23-UGPR-28
City of Marshall, Minnesota
Missouri Basin Municipal Power
Agency d.b.a. Missouri River
Energy Services

2. EXPLANATORY RECITALS:

2.1 WAPA's Upper Great Plains Region (WAPA-UGPR) implemented a new Renewable Energy Certificate (REC) Program.

2.2 This REC Designated Entity Contract (Contract) was developed in accordance with the WAPA-UGPR REC Program Principles, effective September 27, 2022, as amended.

2.3 Marshall entered into Firm Electric Service Contract No. 12-UGPR-1000 (FES Contract), dated August 1, 2012, with WAPA.

2.4 RECs are considered an attribute of the energy received under the FES Contract. Marshall is eligible to receive RECs in accordance with the WAPA-UGPR REC Program Principles.

2.5 Marshall selected MRES to provide REC Management Services for Marshall.

2.6 This Contract provides the terms and conditions MRES shall follow in providing REC Management Services to Marshall, consistent with the WAPA-UGPR REC Program Principles and the applicable General Power Contract Provisions dated September 1, 2007.

3. DEFINITIONS:

3.1 Designated Entity: The entity designated by Marshall to provide REC Management Services for Marshall.

3.2 Export: The electronic movement of RECs from a Midwest Renewable Energy Tracking System (M-RETS) account to an account in another tracking system compatible with M-RETS.

Contract No. 23-UGPR-28
City of Marshall, Minnesota
Missouri Basin Municipal Power
Agency d.b.a. Missouri River
Energy Services

3.3 Midwest Renewable Energy Tracking System (M-RETS): An online tracking system which issues, stores, retires, transfers, and exports RECs.

3.4 Renewable Energy Certificate (REC): A digital certificate which represents the generation of renewable electricity. One megawatt hour of renewable energy is equal to one REC.

3.5 REC Management Services: The acceptance of the transfer of RECs on behalf of Marshall from WAPA and the retirement of such RECs on behalf of Marshall.

3.6 Retirement: The removal of a REC from circulation for voluntary or compliance purposes. A REC cannot be transferred or sold once retired.

3.7 Transfer: The electronic movement of RECs from an M-RETS account to another M-RETS account.

3.8 WAPA-UGPR Marketing Area: Montana (east of the Continental Divide), all of North Dakota and South Dakota, Nebraska east of the 101° meridian, Iowa west of the 94½° meridian, and Minnesota west of a line on the 94½° meridian from the southern boundary of the state to the 46° parallel and then northwesterly to the northern boundary of the state at the 96½° meridian.

4. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

Contract No. 23-UGPR-28
City of Marshall, Minnesota
Missouri Basin Municipal Power
Agency d.b.a. Missouri River
Energy Services

5. TERM:

5.1 This Contract shall become effective on its date of execution, and subject to prior termination as otherwise provided for herein, shall remain in effect until expiration or termination of the FES Contract.

5.2 Any Party may terminate this Contract, with termination effective at the end of any calendar year, upon at least 90 days' prior written notice to the other Parties. Following a material breach of this Contract by MRES and/or Marshall, any Party shall have the right to terminate this Contract, in addition to all other rights and remedies under law for damages, before the annual transfer of RECs. Such termination shall be effective immediately upon receipt of written notification to the other Parties.

5.3 WAPA may suspend or terminate the REC Program upon 90 days' advance written notice to UGPR customers. If this occurs, this Contract will suspend or terminate upon the suspension or termination date of the REC Program.

6. EXISTING FIRM ELECTRIC SERVICE CONTRACT:

6.1 WAPA and Marshall entered into the FES Contract which provides for firm electric service to Marshall through December 31, 2050.

6.2 The Parties agree that by entering into this Contract, the rights, duties, and obligations contained in the FES Contract between WAPA and Marshall are unchanged.

6.3 RECs are subject to the same terms and conditions contained in Marshall's FES Contract.

Contract No. 23-UGPR-28
City of Marshall, Minnesota
Missouri Basin Municipal Power
Agency d.b.a. Missouri River
Energy Services

7. DESIGNATED ENTITY ARRANGEMENTS: In accordance with WAPA-UGPR's REC Program:

7.1 Marshall selected MRES to be their Designated Entity, and MRES agrees to manage Marshall's RECs on Marshall's behalf.

7.2 WAPA shall transfer or export Marshall's RECs to MRES from M-RETS on an annual basis for MRES to manage the RECs on Marshall's behalf.

7.3 MRES shall provide REC Management Services to Marshall.

7.4 All transfer, export, retirement, and M-RETS and other tracking system account fees are the sole responsibility of MRES and/or Marshall. As of the execution date of this Contract, there are no fees for transfers between M-RETS accounts. This is subject to change should M-RETS begin charging for transfers.

7.5 WAPA will not retire RECs on behalf of Marshall or MRES.

7.6 Upon WAPA's receipt of any required payment, WAPA will transfer or export RECs to MRES.

7.7 RECs issued to Marshall cannot be resold. This includes RECs transferred or exported to MRES on behalf of Marshall.

7.8 MRES may charge a fee to recover the costs of REC Management Services provided, as agreed to by Marshall and MRES.

7.9 If MRES transfers or exports RECs to another entity, MRES must ensure the transferred and/or exported RECs are not sold. MRES may charge a fee to recover the costs of transferring and/or exporting RECs to Marshall's members and/or end use

Contract No. 23-UGPR-28
City of Marshall, Minnesota
Missouri Basin Municipal Power
Agency d.b.a. Missouri River
Energy Services

customers. Marshall's members or end use customers must be located within the WAPA-UGPR Marketing Area.

7.10 WAPA is not liable for damages related to MRES' management of Marshall's RECs. MRES and Marshall shall hold harmless and indemnify WAPA for any and all claims, liability, and damages related to the management of RECs.

7.11 In no event shall a Party be liable to any other Party for incidental, consequential, or indirect damages arising out of or resulting from the performance under, or brought in connection with, this Contract whether arising in contract, tort, or otherwise.

7.12 All WAPA transfers and exports of RECs are final and cannot be reversed.

8. BILLING AND PAYMENT PROVISIONS:

8.1 WAPA shall bill MRES and MRES shall make electronic payment annually, in advance, as instructed on the Bill for Collection, for any tracking system costs assessed to WAPA associated with the transfer or export of RECs to MRES on Marshall's behalf, as applicable. As stated above in Subsection 7.4, as of the execution date of this Contract, there are no fees for transfers between M-RETS accounts.

8.2 Actual cost accounting shall be utilized in this Contract. WAPA shall keep detailed records of actual costs incurred by WAPA to transfer or export RECs. If costs are projected to exceed the amount of advanced funds, WAPA will inform MRES of the additional cost and provide a written revised estimate, together with a Bill for Collection, for the difference. MRES shall then pay WAPA the additional amount by the due date specified on the Bill for Collection. If, upon completion of the transfer or export, costs

Contract No. 23-UGPR-28
City of Marshall, Minnesota
Missouri Basin Municipal Power
Agency d.b.a. Missouri River
Energy Services

incurred by WAPA are less than the sum of the payments made to WAPA by MRES, WAPA shall refund the difference to MRES, without interest, as soon as the necessary vouchers can be processed.

8.3 WAPA will not transfer or export RECs until advance annual payment is received.

9. GENERAL POWER CONTRACT PROVISIONS: The GPCP, effective September 1, 2007, attached hereto, are made part of this Contract the same as if they had been expressly set forth herein except that Provisions 2 through 30, 33, and 36 shall not apply.

10. NO THIRD-PARTY BENEFICIARIES: There are no intended third-party beneficiaries of this Contract. Nothing in this Contract shall be construed to create any duty to, any standard of care with reference to, or any liability to, any person or entity not a Party to this Contract.

11. USE OF DIGITAL SIGNATURES: The Parties agree that this Contract may be signed and executed by digital signature in accordance with WAPA's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

12. EXECUTION IN COUNTERPARTS: This Contract may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and

Contract No. 23-UGPR-28
City of Marshall, Minnesota
Missouri Basin Municipal Power
Agency d.b.a. Missouri River
Energy Services

delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Contract may be detached by any counterpart of this Contract without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Contract identical in form hereto, by having attached to it one or more signature pages.

Contract No. 23-UGPR-28
City of Marshall, Minnesota
Missouri Basin Municipal Power
Agency d.b.a. Missouri River
Energy Services

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed the day
and year first above written.

WESTERN AREA POWER ADMINISTRATION

By _____

Title Vice President of Power Marketing

for Upper Great Plains Region

Address P.O. Box 35800

Billings, MT 59107-5800

(SEAL)

CITY OF MARSHALL, MINNESOTA

By _____

Attest:

Title _____

By _____

Address 113 South Fourth Street

Title _____

Marshall, MN 56258

(SEAL)

MISSOURI BASIN MUNICIPAL POWER AGENCY
D.B.A. MISSOURI RIVER ENERGY SERVICES

By _____

Attest:

Title _____

By _____

Address P.O. Box 88920

Title _____

Sioux Falls, SD 57109-8920

CERTIFICATE

I, _____, certify that I am the _____
of Missouri Basin Municipal Power Agency d.b.a. Missouri River Energy Services, the
corporation named as Contractor or MRES herein; that _____,
who signed the above Contract on behalf of MRES, was then its
_____; that such Contract was duly signed for and
on behalf of MRES by authority of its governing body and is within the scope of its
governmental powers.

Signature

(SEAL)

**WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS**

Page

I. APPLICABILITY.

- 1. Applicability 1

II. DELIVERY OF SERVICE PROVISIONS.

- 2. Character of Service 1
- 3. Use of Capacity or Energy in Excess of Contract Obligation 1
- 4. Continuity of Service 1
- 5. Multiple Points of Delivery 2
- 6. Metering 2
- 7. Existence of Transmission Service Contract 3
- 8. Conditions of Transmission Service 3
- 9. Multiple Points of Delivery Involving Direct and Indirect Deliveries 3
- 10. Construction, Operation, and Maintenance of Contractor’s Power System 3-4

III. RATES, BILLING, AND PAYMENT PROVISIONS.

- 11. Change of Rates 4
- 12. Minimum Seasonal or Annual Capacity Charge 4
- 13. Billing and Payment 4-5
- 14. Nonpayment of Bills in Full When Due 5
- 15. Adjustments for Fractional Billing Period 5
- 16. Adjustments for Curtailments to Firm Service 5-6

IV. POWER SALES PROVISIONS.

- 17. Resale of Firm Electric Service (Wholesale Sales for Resale) 6
- 18. Distribution Principles 6
- 19. Contract Subject to Colorado River Compact 6

V. FACILITIES PROVISIONS.

- 20. Design Approval 6-7
- 21. Inspection and Acceptance 7
- 22. As-Built Drawings 7
- 23. Equipment Ownership Markers 7
- 24. Third-Party Use of Facilities 7
- 25. Changes to Western Control Facilities 7-8
- 26. Modification of Western Facilities 8
- 27. Transmission Rights 8
- 28. Construction and Safety Procedures 8-9
- 29. Environmental Compliance 9
- 30. Responsibility for Regulated Materials 9

VI. OTHER PROVISIONS.

- 31. Authorized Representatives of the Parties 9
- 32. Effect of Section Headings 10
- 33. Operating Guidelines and Procedures 10
- 34. Uncontrollable Forces 10
- 35. Liability 10
- 36. Cooperation of Contracting Parties 10-11
- 37. Transfer of Interest in the Contract or Change in Preference Status 11
- 38. Choice of Law and Forum 12
- 39. Waivers 12
- 40. Notices 12
- 41. Contingent Upon Appropriations and Authorization 12
- 42. Covenant Against Contingent Fees 12
- * 43. Contract Work Hours and Safety Standards 13
- 44. Equal Opportunity Employment Practices 13
- 45. Use of Convict Labor 13

*Legal Citation Revised September 1, 2007

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

I. APPLICABILITY.

1. Applicability.

1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.

1.2 If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

II. DELIVERY OF SERVICE PROVISIONS.

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in Provision 34 (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of delivery; Provided, That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

6. Metering.

6.1 The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.

6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.

6.3 Except as otherwise provided in Provision 6.4 hereof, should any meter that is used by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during the period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding 2 percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.

6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

8.1 When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2 Unless otherwise provided in the contract or applicable rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.

8.3 Western will endeavor to inform the Contractor from time to time of any changes planned or proposed on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system, because of changes or conditions on the system over which the service is supplied, shall not be a charge against or a liability of Western.

8.4 If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to making such changes, but not thereafter.

8.5 If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or

discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

III. RATES, BILLING, AND PAYMENT PROVISIONS.

11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

13. Billing and Payment.

13.1 Western will normally issue bills to the Contractor for services furnished during the preceding month within ten (10) days after the end of the billing period.

13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.

13.3 Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States

Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. Payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

14. Nonpayment of Bills in Full When Due.

14.1 Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars (\$25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2 Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. Adjustments for Fractional Billing Period.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

16. Adjustments for Curtailments to Firm Service.

16.1 Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of one (1) hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2 The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that

the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3 The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of one (1) hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

IV. POWER SALES PROVISIONS.

17. Resale of Firm Electric Service (Wholesale Sales for Resale).

The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

V. FACILITIES PROVISIONS.

20. Design Approval.

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed,

prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

23.1 The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2 If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission

system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1 The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.

28.2 The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3 At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4 Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5 In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

VI. OTHER PROVISIONS.

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

35. Liability.

35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors', its employees', agents', or subcontractors' construction, operation, maintenance, or replacement activities under the contract.

35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing

and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

37. Transfer of Interest in Contract or Change in Preference Status.

37.1 No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.

37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.

37.4 The Contractor shall have 120 days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.

37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.

37.6 Within 30 days of receipt of the Contractor's written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 days from the Contractor's receipt of such notice.

37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.

38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

41. Contingent Upon Appropriations and Authorization.

41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Equal Opportunity Employment Practices.

Section 202 of Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), as amended by Executive Order No. 12086, 43 Fed. Reg. 46501 (1978), as amended or supplemented, which provides, among other things, that the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, is incorporated herein by reference the same as if the specific language had been written into the contract, except that Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

Western Area Power Administration
Upper Great Plains Region (UGPR)
Renewable Energy Certificate Program Principles

1. Customers that receive Pick-Sloan Missouri Basin Program -- Eastern Division Firm Electric Service (FES) allocations and take delivery of firm energy are eligible to obtain Renewable Energy Certificates (RECs) under the Upper Great Plains Region (UGPR) REC Program (Program). Customers that receive FES allocations and take delivery of firm energy will be allocated RECs under the Program and will herein be called Participants. Peaking power contracts are excluded from the Program.
2. RECs will be allocated annually based upon the energy associated with each customer's FES allocation. Energy generated from U.S. Bureau of Reclamation (Reclamation) and the U.S. Army Corps of Engineers (CORPS) hydropower facilities during the preceding calendar year will be allocated in the ratio of one (1) REC to one (1) megawatt hour (MWh) generated. Purchase Power, including Purchase Power from renewable resources, is not part of the Program.
3. Generation from the hydropower facilities fluctuates each year. Participants will be allocated RECs on a proportionate share of the actual generation from the hydropower dams in UGPR, not to exceed each Participant's firm power allocation.
 - a. Should generation be less than the sum of the Participants' firm power allocations, Participants will receive a proportionate share of RECs for actual generation from each hydropower dam in UGPR that year. This amount may be less than the Participant's firm power allocation.
 - b. Should generation be greater than the sum of the Participants' firm power allocations, WAPA may, at its sole discretion, allocate the excess RECs to Participants on a proportionate share to offset lesser generation years.
 - c. The equation for determining each Participant's allocated RECs shall be the total available Program RECs multiplied by each Participant's percentage of firm energy, then rounded down to the last whole MWh.
 - d. Allocated RECs cannot exceed the Participant's firm power allocation.
4. WAPA offers these RECs as an additional benefit of the firm energy delivered to Participants and considers RECs an environmental attribute of the energy generated by Reclamation and the CORPS. RECs are subject to the same terms and conditions as the Participant's FES Contract. No additional contract or letter agreement between WAPA and the Participant is required.
5. RECs issued to Participants under this Program cannot be resold. Participants may transfer RECs issued under the Program to its members and/or end use customers located in the UGPR marketing area. Participants must ensure that any transferred RECs are not sold. Participants may charge a fee to recover the costs of transferring RECs to their members and/or end use customers.
6. WAPA makes no representations as to whether Program RECs qualify for or meet any renewable energy standards. It is the Participant's responsibility to verify whether Program RECs qualify for State, Federal, or other renewable energy standard requirements.

7. Tracking and Management of RECs: UGPR uses the Midwest Renewable Energy Tracking System (M-RETS) to track each Participant’s annual proportionate share of RECs from each of UGPR’s eight hydropower dams. Note, Yellowtail Dam’s generation was initially registered by WAPA’s Rocky Mountain Region in a different tracking system called Western Renewable Energy Generation Information System (WREGIS). UGPR’s portion of the Yellowtail Dam generation (50 percent) is transferred from WREGIS to M-RETS annually.
8. WAPA shall hold each Participant’s RECs in separate subaccounts in M-RETS, unless other arrangements have been requested. WAPA will not retire RECs for Participants in M-RETS.
9. Participants may request other arrangements for the tracking and management of their RECs which include: 1) managing their own RECs in M-RETS or a similar compatible tracking system, or 2) designating another entity (Designated Entity), approved by WAPA, to manage the Participant’s RECs in M-RETS or a similar compatible tracking system.
 - a. A separate contract with WAPA is required for Participants 1) requesting a Designated Entity manage their RECs, or 2) requesting to transfer RECs to a different REC tracking system that is compatible with M-RETS.
 - b. The Designated Entity will manage RECs on the behalf of the Participant to be used for the Participant’s benefit or transferred to the Participant’s end use customer, located in the UGPR marketing area.
 - c. Participants and/or their Designated Entity are responsible for:
 - i. tracking, managing, and retiring RECs and paying any associated fees.
 - ii. ensuring established REC Program Principles are followed, including but not limited to: following the terms of the FES Contract, no resale, ensuring transfers be made to customers and/or end users, a fee to recover costs may be charged, and customers and/or end users must be located within the established UGPR marketing area.
 - d. Upon request and receipt of associated fees, WAPA will transfer RECs to the Participant or Designated Entity in accordance with the separate contract as mentioned in 9a above.
10. RECs associated with Project Use Power Contracts will be allocated in the same manner as FES Contracts.
11. UGPR REC Program Costs:
 - a. Costs for WAPA to administer the program and costs for the initial issuance of RECs will be incorporated into the UGPR firm power rate.
 - b. Costs associated with transferring and/or exporting RECs to a Participant’s or Designated Entity’s account, and other costs as described in Principle 9c above, are the responsibility of the Participant and/or Designated Entity.
 - c. Advanced funding will be required.
12. WAPA reserves the right to suspend or terminate the Program upon reasonable advance written notice to Participants. Though WAPA may solicit input, it can change these Principles, without notice, at its discretion.

Approved: Lori L. Frisk Digitally signed by Lori L. Frisk
Date: 2022.09.27 13:02:57
-05'00' Date: September 27, 2022

Presenter:	Dave Schelkoph
Meeting Date:	Tuesday, April 25, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Missouri River Energy Services & MMU Reserve Capacity Agreement
Background Information:	<p>On April 18th, 2023, the Marshall Utility Commission passed a motion that recommends the Marshall City Council approve and sign the new Reserve Capacity Agreement from MRES.</p> <p>Missouri River Energy Services (MRES) provides approximately 75% of the electricity for the city of Marshall. During the 2023 budget process at MRES, it was proposed and adopted to change the Reserve Capacity Agreement (RCA) between MRES and it's members. The philosophy behind the changes was to promote membership development of distributive generation with cash incentives and larger monthly payments that would increase the power capacity of MRES to better serve their membership. Under the new agreement monthly payments to MMU will increase from \$2.00/KW/Month to \$5.00/KW/Month. In addition to this increase, an additional \$2.00/KW/Month for ten years will be given to MMU as up-front payment for all new generation installed and in service. A copy of the agreement is attached to this report. MMU needs to replace our 54-year-old generator. We have not gone forward with a replacement plan to date because to do so, MMU would have to increase electrical rates to pay for a new generation project. Circumstances have changed. MRES and the new RCA will significantly increase payments to the membership for distribution generators. This increase in compensation is significant enough so that MMU can replace/add to our generator capacity resulting in little to no inflationary pressure on our rates.</p> <p>As in the old RCA, there is no cost to unilaterally leave the agreement should a member choose to do so.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	Approve the new reserve capacity agreement from MRES.

MEMORANDUM
VIA EMAIL TRANSMITTAL

TO: Dave Schelkoph, General Manager Marshall Municipal Utilities
CC: Pamela Whitmore, City Attorney; Sharon Hanson, City Administrator
FROM: Dennis H. Simpson, Real Estate Attorney City of Marshall
DATE: April 4, 2023
RE: Review of Reserved Capacity Agreement
FILE NO. M015.082

Thank you to you and MRES for the quick turnaround of the Amended Reserved Compacity Agreement (RCA). I met with you on Tuesday, March 28th and discussed and reviewed with you my thoughts regarding the RCA. I wanted clarification that there were no unintended financial or personnel consequences to MMU as a result of entering into the RCA. You have provided assurance to me that both MMU and MRES understand the financial consequences and implications related to the RCA. You believe that the financial benefit to MMU outweighs any requirements of the City of Marshall and MMU. The financial benefit to the City will allow the City and MMU to install additional generators for the increased electrical compacity for use by the City and resale to MRES. The costs of the generators will be paid in a significant amount by the funds from MRES as set forth in the RCA.

As we discussed, the RCA is for a period of time exceeding 10 years and as such the Marshall City Council will have to approve that agreement. The exhibits of the agreement, which provide for operational procedures and reserved compacity requirements should be signed by MMU. I have reviewed recent correspondence from City Attorney Pam Whitmore and agree with her analysis regarding the appropriate resolution to be signed verifying City authority to approve the contract with MMU authority to sign the exhibits.

Finally, my only suggestion for the March 30th amended draft from MRES would be to include the City of Marshall as a signatory to that Exhibit E as also set forth in Exhibit D. Just ask MRES to add Marshall, Minnesota above the signature line in the middle of Page 2, Exhibit E.

Please feel free to contact me if you have any additional questions or concerns.

DHS:jlh

Resolution No. 203
A Resolution in Support of the Reserve Capacity Agreement (RCA)
Between Missouri River Energy Services (MRES) and Marshall, Minnesota

Whereas, The City of Marshall acting by and through Marshall Municipal Utilities (MMU), has contracted to sell the capacity in their turbine used for electrical generating purposes, to Missouri River Energy Services (MRES). Said Contract is currently scheduled to expire December 31, 2029, and

Whereas, MRES desires to enter into a new Reserve Capacity Agreement (RCA) with MMU that will extend the agreement to May 31, 2052 and, will increase the monthly financial payments to MMU for current generation and provide financial incentives for MMU to install new generation; and

Whereas, the Marshall Municipal Utilities Commission desires to sell said generating capacity to MRES under the terms of the proposed RCA, finding it to be in the best interest of the electric customers of MMU; and

Whereas, said RCA contract exceeds ten years in length and pursuant to Marshall City Charter section 13.04, requires approval by the Marshall City Council.

NOW THEREFORE BE IT RESOLVED, MMU herein once again expresses its desire to sell the capacity of the turbine to MRES and respectfully requests the Marshall City Council to adopt a resolution approving the RCA with MRES, in substantially the form as presented to the City of Marshall.

Upon vote being taken thereon, the following Commissioners voted in favor:

and the following voted against the same:

whereupon the resolution was declared passed and adopted and was signed by the Chairperson and attested by the Secretary on this 18th day of April 2023.

Kristina Carrow, Chair of the Commission

Leslie Hisken, Secretary to the Commission

January 31, 2023

David Schelkoph
davids@marshallutilities.com
113 South 4 Street
Marshall, MN 56258

RE: Reserved Capacity Agreement – Request execution and return prior to May 15, 2023

Dear David:

The Missouri River Energy Services (MRES) Board of Directors has authorized MRES staff to update the rates and key terms of the Reserved Capacity Agreement (RCA). MRES is requesting MRES members participating in the RCA program to execute the revised and attached RCA by May 15, 2023.

As you know, the RCA is an agreement between MRES and its members with local generation whereby MRES pays the member a monthly capacity payment in exchange for making the member's local generating capacity available to MRES. The RCA helps MRES and its members meet their capacity requirements, while participating members have local backup generation to increase the reliability of their operations. This revised agreement continues that intent. Key changes to the revised RCA are as follows:

- Capacity rate increase to \$5/kW-mo
- Incentive for members to install new generation by providing a lump sum payment of \$2/kW-mo for the first ten years
- Removal of DCA and CPA terminology
- Termination of the existing RCA upon the effective date of the revised RCA
- Aligning terms with changes to market requirements of the respective regional transmission organizations, such as moving to a seasonal construct
- Fuel requirements providing for a minimum of twenty hours of run time or documentation from fuel supplier to support the same.
- Requirement that systems are able to operate in extreme weather conditions

If you are comfortable with the new RCA, please have the RCA approved by your governing body, as appropriate.

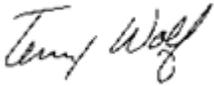
Execution instructions:

1. Review and verify information contained in the agreement and exhibits are correct. If these are not correct, please contact us. We will modify and return.
2. RCA – sign. Do not date the agreement.

3. Exhibit A – sign.
4. Exhibit D – sign.
5. Please return the signed documents by May 15, 2023. If you are not able to do so, please let us know.
6. MRES will sign and date the documents and return the fully executed originals to you.

If you have any questions, please do not hesitate to call Reece Chambers at 605-330-6982 or email him at reece.chambers@mrenergy.com, or call me at 605-330-6977 or email me at terry.wolf@mrenergy.com.

Sincerely,



Terry Wolf
Vice President of Power Supply & Operations

Enclosures

RESERVED CAPACITY AGREEMENT

between

MISSOURI RIVER ENERGY SERVICES

and

THE CITY OF MARSHALL, MINNESOTA

This Reserved Capacity Agreement (“Agreement”) is made and entered into as of _____, 2023 (the “Effective Date”), between **Missouri Basin Municipal Power Agency d/b/a Missouri River Energy Services**, a body corporate and politic organized under Chapter 28E of the Code of Iowa and existing under the intergovernmental cooperation laws of the States of Iowa, Minnesota, North Dakota, and South Dakota (“MRES”), and Marshall, a municipal corporation of the State of Minnesota (“Municipality”). MRES and Municipality are at times referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. Municipality is a member of MRES and has entered into a Power Sale Agreement with MRES under which Municipality purchases its power and energy requirements from MRES.

B. MRES owns or has contractual rights to the output of generating facilities for the purpose of furnishing firm electric power and energy at wholesale to meet the requirements of Municipality and other members of MRES, and to meet other obligations of MRES.

C. Municipality owns certain electric generating facilities that, through the interconnection of Municipality’s electric distribution system with the transmission systems of other utilities, can be made available to the regional transmission system.

D. If Municipality’s generating facilities are maintained in a dependable operating condition in accordance with the terms of this Agreement, MRES can beneficially utilize, and desires to purchase, the output of Municipality’s generating facilities to meet MRES’s power supply obligations to its members and for other mutually beneficial purposes.

E. MRES has the dispatch, scheduling and transmission services required to utilize the output of Municipality’s generating facilities on an economical basis.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, the Parties mutually agree as follows:

ARTICLE 1
DEFINITIONS

The following terms, when capitalized in this Agreement, have the meanings set forth in this Article below. Other capitalized terms used in this Agreement, but not defined in this Article, have the meanings given them elsewhere in this Agreement.

1.1 “Energy Adder 1” means the amount added to the Energy Costs, for energy production as specified in Section 3.4 up to Energy Block 1 in any month, in determining the total payment by MRES to Municipality for energy produced by a Unit. The Energy Adder 1 will be \$0.017 per kilowatt-hour (“kWh”) through May 31, 2024. Starting with the first day of the June 2024 billing period and continuing thereafter on the first day of each subsequent June billing period, MRES will adjust the monthly rate for the Energy Adder 1 by taking the product of \$0.017 per kWh and the quotient of the GDP Deflator for the calendar year preceding the adjustment date divided by the GDP Deflator for calendar year 2023 ($\$0.017 \times (\text{Current GDP Deflator}/2022 \text{ GDP Deflator}) = \text{Updated Energy Adder 1}$), rounded to the nearest \$0.001; provided, however, that the Energy Adder 1 may not be less than \$0.015 per kWh.

1.2 “Energy Adder 2” means the amount added to the Energy Costs, for energy production as specified in Section 3.4 exceeding Energy Block 1 in any month, in determining the total payment by MRES to Municipality for energy produced by a Unit. The Energy Adder 2 is \$0.01 per kWh.

1.3 “Energy Block 1” means eighty (80) times the Reserved Capacity amount of a Unit.

1.4 “Energy Costs” means the sum of the cost of fuel consumed in a Unit to generate energy, including any incremental cost for station service, plus the amount of any federal or state energy tax based on the amount or type of fuel consumed in the generation of electricity, plus the amount of any federal or state pollution or emissions tax based upon the amount or type of fuel consumed in the generation of electricity.

1.5 “Forced Outage Rate” means the equivalent demand forced outage rate of a Unit, representing the number of hours such Unit is not available to run or is limited in its run capacity compared to the number of hours the Unit is available to run at full capacity while in demand, as more particularly defined by the RTO in which a Unit is located or, if not defined by the RTO, by the North American Electric Reliability Corporation or any successor thereto. For example, a Forced Outage Rate of two percent means a Unit is unavailable to run two percent of its potential running time. The Forced Outage Rate of a Unit will be as determined by the applicable RTO or, if the RTO does not calculate the Forced Outage Rate for generating units within its footprint, by MRES based on information provided by Municipality.

1.6 “GDP Deflator” means the average annual Gross Domestic Product Implicit Price Deflator as published by the U.S. Bureau of Economic Analysis or its successor organization, computed to the nearest tenth. The value published by April 1 will be considered to be the final value for the prior calendar year.

1.7 “GVTC Test” means the annual capacity testing requirements and procedures required to be Planning Reserve Qualified capacity, as set forth in the Reserved Capacity Qualification Requirements.

1.8 “Local Balancing Authority” has the meaning given to this term in the RTO tariff applicable to a Unit.

1.9 “Network Transmission” has the meaning given to this term in the RTO tariff applicable to a Unit.

1.10 “Operating Procedures” means the operating requirements and procedures required to be met and followed by Municipality in operating each Unit, as set forth in Exhibit D.

1.11 “Planning Reserve Qualified” means generation that meets the requirements of this Agreement, including metering, GVTC Testing, and other reporting and call-out requirements as specified in this Agreement.

1.12 “Planning Period” means the applicable planning period (i.e., year, season, etc.) used by the RTO tariff applicable to a Unit; provided, however, in the event the applicable RTO tariff provides for a planning period of less than six months in duration, the Planning Periods for purposes of this Agreement will be October 15 to April 15 and April 16 to October 14.

1.13 “Point of Delivery” means the point at which energy is delivered by Municipality to MRES under this Agreement, as identified in Exhibit B.

1.14 “Power Sale Agreement” means the long-term power supply purchase and sale agreement between MRES and Municipality, as described in Recital A.

1.15 “Prudent Utility Practice” means those practices, methods and procedures, as modified from time to time, used by electric utilities to design, engineer, select, construct, operate and maintain electric power facilities and equipment dependably, reliably, safely and economically with due regard for the practices required within the region.

1.16 “Reserved Capacity” means the entire amount of Planning Reserve Qualified capacity of a Unit as measured and determined according to the tests and criteria set forth in Article 5. The Reserved Capacity of each Unit, as so measured and determined, is set forth in Exhibit A, as may be updated from time to time in accordance with this Agreement.

1.17 “Reserved Capacity Qualification Requirements” means the minimum requirements to be met and followed by Municipality for a Unit to be Planning Reserve Qualified, as set forth in Exhibit E.

1.18 “Reserved Capacity Rate” means a monthly rate of \$5.00 per kilowatt (“kW”) from the Effective Date through May 31, 2024. Starting with the first day of the June 2024 billing period and continuing thereafter on the first day of each subsequent June billing period,

MRES will adjust the Reserved Capacity Rate by taking the product of \$5.00 per kW and the quotient of the GDP Deflator for the calendar year preceding the adjustment date divided by the GDP Deflator for the calendar year 2023 ($\$5.00 \times (\text{Prior Year GDP Deflator}/2022 \text{ GDP Deflator}) = \text{Updated Reserved Capacity Rate}$). The resulting Reserved Capacity Rate will be rounded to the nearest \$0.01 per kW.

1.19 “RTO” means Midcontinent Independent System Operator, Inc. or Southwest Power Pool, Inc., as applicable based on the location of a Unit, or any successor thereto.

1.20 “Transmission Provider” has the meaning given to this term in the RTO tariff applicable to a Unit.

1.21 “Uncontrollable Forces” means any cause beyond the control of the Party affected by such cause, including without limitation flood, earthquake, storm, lightning, fire, epidemic, pandemic, pestilence, war, riot, civil disturbance, labor disturbance, sabotage, or restraint by court or public authority, which by due diligence and foresight such Party could not reasonably have been expected to avoid. The term Uncontrollable Forces does not include an equipment failure, scheduled or forced outage, or any unexcused periods of unavailability of the Reserved Capacity for reasons within the control of Municipality.

1.22 “Unexcused Failure” means the failure of Municipality to provide all or a portion of the Reserved Capacity or energy, for a period exceeding five minutes, when dispatched or operated by MRES for any reason other than: (a) the temporary removal of a Unit from service for normal maintenance outages, testing or training pursuant to a schedule agreed upon by Municipality and MRES in accordance with Section 6.10; or (b) an inability to operate a Unit due to Uncontrollable Forces.

1.23 “Unit” means a generator and associated equipment capable of generating electric energy that is owned and maintained by or on behalf of, and within the city limits of, Municipality and is used to provide Reserved Capacity and any associated energy under this Agreement. Each Unit is listed in Exhibit A.

1.24 “Units” means the combination of each and every Unit listed in Exhibit A, whether in the same location or different locations.

ARTICLE 2 TERM OF AGREEMENT

2.1 Term. The term of this Agreement will commence on the Effective Date and remain in effect through May 31, 2052, unless earlier terminated pursuant to the terms of this Agreement.

2.2 Termination. This Agreement may be terminated by MRES upon thirty (30) days’ written notice to Municipality upon the occurrence of any of the following events:

- a. There ceases to be any Units listed in Exhibit A.

b. The Power Sale Agreement is terminated for any reason.

c. Municipality breaches or violates any of its obligations under this Agreement and fails to cure such breach or violation within thirty (30) days of MRES's written notice to Municipality of the breach or violation.

2.3 Removal of Unit. A Unit may be removed from Exhibit A, and thereby disqualified and removed from the terms of this Agreement, as set forth in this section below.

a. The Parties may remove a Unit from Exhibit A at any time by written agreement of the Parties.

b. MRES may remove a Unit from Exhibit A upon written notice to Municipality upon the occurrence of either of the following events: (i) the Unit is not Planning Reserve Qualified for a period of ninety (90) consecutive days; or (ii) the Unit fails to operate for a period of ninety (90) consecutive days due to an Unexcused Failure and was scheduled on four (4) or more of those days.

c. Municipality may remove a Unit from Exhibit A upon written notice to MRES in the event the Unit is no longer economically viable as reasonably determined by Municipality, provided that such removal will not take effect until the end of the period for which the Unit is then registered by MRES as a resource with the applicable RTO.

2.4 Addition of Unit. After the Effective Date, the Parties may agree to add as a Unit to Exhibit A one or more additional generators and associated equipment of Municipality capable of generating electric energy and otherwise satisfying the requirements of a Unit that is Planning Reserve Qualified under this Agreement.

ARTICLE 3 PURCHASE AND SALE

3.1 Purchase and Sale of Reserved Capacity; Energy. During the term of this Agreement, and pursuant to the terms and conditions hereof, (a) Municipality will make available and sell to MRES, and MRES will purchase and accept from Municipality, the Reserved Capacity; and (b) MRES will take and pay for any energy associated with Reserved Capacity that is scheduled by MRES and delivered by Municipality to the Point of Delivery. Municipality will provide service over its transmission system and distribution system; no transmission, distribution or other service charges or loss compensation will be charged by Municipality to MRES for the delivery of the Reserved Capacity and energy to MRES.

3.2 Reserved Capacity Rate. MRES will pay Municipality for the Reserved Capacity furnished at the Point of Delivery, each month, a sum equal to the amount of Reserved Capacity multiplied by the Reserved Capacity Rate, subject to any adjustment pursuant to Article 4.

3.3 New Unit Payment. In the event Municipality, after June 1, 2023, constructs, installs and commissions a new generator and associated equipment that satisfies the requirements of a Unit that is Planning Reserve Qualified under this Agreement, and MRES agrees to the addition of such generator to Exhibit A pursuant to Section 2.4 (a “New Unit”), MRES will pay to Municipality, in addition to the Reserved Capacity Rate described in Section 3.2, a lump sum payment equal to \$2.00 per kW/month for ten (10) years based on the Limited-Time Running (LTP) nameplate capacity rating according to ISO 8528 of the New Unit (the “New Unit Payment”). If, prior to the tenth anniversary of the date upon which the New Unit was first accredited in the applicable RTO, the New Unit is removed from Exhibit A for any reason or this Agreement is terminated for any reason other than breach by MRES, Municipality will repay to MRES a pro-rated portion of the New Unit Payment, pro-rated to the date of such removal or termination. For example, if a New Unit was removed from Exhibit A seven years after the New Unit was first accredited in the RTO, Municipality would be required to repay MRES thirty percent (30%) of the New Unit Payment.

3.4 Energy Rates. MRES will pay Municipality for energy scheduled by MRES and generated by a Unit and delivered by Municipality to the Point of Delivery, as follows: (a) at a rate equal to Municipality’s Energy Costs plus the Energy Adder 1, for such energy production up to Energy Block 1 in any month; and (b) at a rate equal to Municipality’s Energy Costs plus the Energy Adder 2, for such energy production exceeding Energy Block 1 in any month. The fuel cost portion of the Energy Costs will be calculated at the average cost of the fuel consumed during the month as purchased by Municipality and reflected in its accounting records. The cost of fuel when using a Unit for generation by Municipality as described in Section 6.8(a) will be the responsibility of Municipality. The cost of fuel consumed for heating a Unit is included in the price for Reserved Capacity and will be the responsibility of Municipality.

3.5 Payment. MRES will pay for Reserved Capacity and energy purchased pursuant to Section 3.1 as set forth below. All payments will be made by Automated Clearing House.

- a. For Reserved Capacity, MRES will pay Municipality by the twentieth (20th) day of the month for all Reserved Capacity purchased in the preceding month.
- b. For a New Unit Payment, MRES will pay Municipality by the ninetieth (90th) day following the addition of the New Unit to Exhibit A as described in Section 3.3.
- c. For energy, Municipality will send MRES an invoice by the tenth (10th) day of each calendar month succeeding the month in which Municipality supplied energy to MRES, which invoice will identify the amount of energy sold and sufficient detail to support the Energy Costs, including the average cost of fuel as described in Section 3.4 and a reliable accounting (including meter readings) of all fuel consumed. Such invoice will be clearly marked for “Reserved Capacity/Energy” and be addressed to:

Accounts Payable
Missouri River Energy Services
P.O. Box 88920

MRES will determine the amount owed for the energy, using the invoice for Energy Costs and supporting fuel records, and pay that amount to Municipality by the later of the twentieth (20th) day of the month or ten (10) business days after receipt of the invoice.

ARTICLE 4 FEE ADJUSTMENT AND REIMBURSEMENT

4.1 Forced Outage Rate Adjustment. The fees paid by MRES for the Reserved Capacity of a Unit pursuant to Section 3.2 assume and require that the Unit has a Forced Outage Rate of five percent or less. In the event the Forced Outage Rate of a Unit in any given Planning Period is more than five percent, the monthly fees payable by MRES to Municipality for the Reserved Capacity of such Unit in the ensuing Planning Period will be decreased by the percent amount that the Forced Outage Rate of such Unit exceeds five percent, rounded to the nearest one-tenth of a percent. For example, if the Forced Outage Rate of a Unit in a Planning Period is 8.83%, the Reserved Capacity payments for such Unit in the ensuing Planning Period will be reduced by 3.8%.

4.2 Unexcused Failure to Operate. In the event a Unit is unable to operate for any period of time due to an Unexcused Failure, MRES will be entitled to reduce monthly payments for Reserved Capacity with respect to such Unit in an amount equal to the number of days during which the Unit was unable to operate as required by this Agreement, which reduction will continue until Municipality demonstrates to the satisfaction of MRES that the Unit is available as required by this Agreement; provided, however, that in the event MRES is assessed or incurs any penalties, fines, charges or costs due to a failure to meet any resource adequacy requirements or other regulatory or reliability requirements as a result of the Unexcused Failure, MRES will be entitled to recover from the Municipality the greater of (a) the reduction in monthly payments for Reserved Capacity resulting from such Unexcused Failure as described in this section above, and (b) the amount of any penalties, fines, charges and costs assessed against or incurred by MRES due to the Unexcused Failure, provided that Municipality's responsibility for such penalties, fines, charges and costs due to any single Unexcused Failure will not exceed an amount equal to twelve months of Reserved Capacity payments to Municipality under this Agreement.

ARTICLE 5 QUALIFICATION OF RESERVED CAPACITY

5.1 Qualified Reserved Capacity. A Unit will be deemed to be Planning Reserve Qualified if and to the extent it meets the requirements of this Agreement, including this Article, the Operating Procedures, and the Reserved Capacity Qualification Requirements. The Reserved Capacity of each Unit, as measured and determined pursuant to this Article, is set forth in Exhibit A, as may be updated from time to time in accordance with this Article. MRES from time to time may modify the Reserved Capacity Qualification Requirements to reflect new criteria applicable to testing or qualification of generation.

5.2 Calculation of Reserved Capacity Amount. The amount of Reserved Capacity for each Unit will not exceed the highest rating of such Unit, based on continuous operation of the Unit for twenty-four (24) hours per day not exceeding the number of hours per year described in the Reserved Capacity Qualification Requirements, without derates, exclusions or operational limits consistent with the Reserved Capacity Qualification Requirements, and adjusted to summer peak conditions at the Point of Delivery, as determined by the most recent GVTC Test performed during the previous sixteen (16) months. The sum of Reserved Capacity amounts for all Units will be adjusted down to the nearest 100 kW and will not exceed any transmission interconnection service limitations applicable to the Units.

5.3 GVTC Tests. Municipality, upon the request of MRES, will conduct periodic GVTC Tests consistent with the requirements and procedures set forth in the Reserved Capacity Qualification Requirements. Such requests will be made at least two weeks in advance and, to the extent possible, for a time convenient to Municipality. GVTC Tests will be required once per year and also immediately after a modification or repair of a Unit. If a change of at least 100 kW in Planning Reserve Qualified capacity for any Unit results from a GVTC Test, MRES will revise Exhibit A to change the Reserved Capacity for that Unit in accordance with the updated Planning Reserve Qualified capacity amount, effective the first day of the month following the month during which the test was conducted. MRES will pay Energy Costs plus the Energy Adder 1 and Energy Adder 2, if applicable, for energy produced during scheduled GVTC Tests.

5.4 Test Procedure and Results. Municipality will furnish all personnel and equipment necessary for all GVTC Tests, measure and record the results of all GVTC Tests, and report all test results to MRES. MRES reserves the right to be present at any GVTC Test.

ARTICLE 6 OBLIGATIONS OF MUNICIPALITY

6.1 Licenses. Municipality will obtain and maintain in full compliance all licenses, permits and approvals, including air quality permits, required by federal, state and local laws and regulations to enable the Units to be Planning Reserve Qualified and to permit the dispatch and operation of the Units in accordance with this Agreement.

6.2 Compliance. Municipality will maintain and operate the Units in compliance with all applicable federal, state and local laws and regulations, including environmental laws and regulations, and the terms and conditions of all contracts, permits, licenses and approvals relating to the Units.

6.3 Additional Facilities and Services. Municipality will install or cause to be installed all switches, relays, controls and any other protective equipment required to protect the Units and any on-site personnel during operation of the Units. Municipality will be responsible for any facilities in addition to the Units and any arrangements for service over the transmission systems of other utilities required for Municipality to provide the Reserved Capacity and energy under this Agreement and to perform its other obligations under this Agreement. Exhibit C identifies certain additional facilities and services identified by the Parties.

6.4 Fuel. Municipality will purchase and maintain a fuel supply sufficient for the Units to be Planning Reserve Qualified and to permit the dispatch and operation of the Units in accordance with this Agreement. Municipality will comply with all federal, state and local laws and regulations, including all environmental laws and regulations, applicable to fuel and any other hazardous substances used in connection with the Units.

6.5 Connection. Municipality will connect each Unit to MRES's wide area network ("WAN"), if requested by MRES. MRES will be responsible for the cost of connection to the WAN and for any monthly fees associated with the WAN.

6.6 Repairs and Improvements. Municipality will make all repairs, replacements, modifications and improvements to the Units or associated facilities, whether required by applicable laws or regulations or by other causes, necessary to enable the Units to provide the amount of Reserved Capacity specified in Exhibit A. In the event any required repairs, replacements, modifications or improvements are not made by Municipality, the Reserved Capacity set forth in Exhibit A will be adjusted if and as necessary and MRES may exercise any other rights and remedies under this Agreement.

6.7 Maintenance and Operation. Municipality will maintain and operate the Units in accordance with the terms of this Agreement, Prudent Utility Practice, and the Operating Procedures. The Operating Procedures will be reviewed from time to time by the Parties and may be modified by agreement of the Parties. Any agreed modifications to the Operating Procedures will be memorialized in an updated Exhibit D executed by the Parties. If the Parties are unable to reach an agreement on proposed modifications to the Operating Procedures, either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party; provided such termination will not take effect prior to the end of the then-current Planning Period.

6.8 Dispatch. Municipality may operate the Units only for MRES's use and only when dispatched under this Agreement, except as specifically provided in this section below. MRES, the Local Balancing Authority, and the Transmission Provider will have the sole authority for dispatching the Units as provided in this section. When MRES schedules a Unit for operation, such schedule will require a minimum operating time as specified in the Operating Procedures. MRES may designate one or more agents to represent MRES for purposes of this Agreement for scheduling and dispatching activities. Dispatching may be provided verbally by telephone or electronically via email, facsimile or the WAN. Municipality will generate electricity from a Unit pursuant to dispatch instructions provided by MRES, including schedules for testing or exercising a Unit.

a. Municipality may operate a Unit for its own use only: (i) when a distribution system failure prevents the delivery of firm electric power and associated energy from MRES to Municipality; or (ii) for Unit testing as requested by Municipality and approved by MRES. In either event, Municipality may operate a Unit solely for Municipality's use at its own expense, and Municipality will submit to MRES a report of the amount of generation (capacity and energy) and the amount of fuel used during such generation period. The report will be clearly marked as not being for payment by MRES.

Any operation of a Unit pursuant to this subsection (a) may not be used by Municipality to offset or reduce demand charges due MRES under the Power Sale Agreement.

b. Municipality may operate a Unit to mitigate transmission limitations, including isolation from the transmission system serving Municipality's load or other local area load similarly situated to Municipality, when directed to do so by the Local Balancing Authority, or Transmission Provider. In such an event, Municipality will immediately notify MRES of such operation. If the transmission limitation being mitigated involves Network Transmission, MRES will pay Municipality for energy produced during such operation. If the transmission limitation being mitigated does not involve Network Transmission, Municipality will take reasonable steps to minimize the amount and costs of operation, including implementing undervoltage load shedding, using demand response resources, making public appeals for reduction of load, utilizing distribution side switching in coordination with the transmission owner, and seeking reimbursement of operating costs from governmental sources, the Local Balancing Authority, and the Transmission Provider; and MRES will pay Municipality for energy produced during such operation (less any payment or reimbursement received by Municipality from the Local Balancing Authority and/or Transmission Provider) except to the extent Municipality fails to implement the above-described operation and cost minimization efforts.

6.9 Telephone Contact. Municipality will maintain one telephone contact which is continuously staffed or monitored for receiving and responding to MRES dispatch instructions for operation of the Units.

6.10 Planned Outages. MRES and Municipality will jointly identify and schedule all planned outages for each Unit. The planned outages will be scheduled to conform with the needs and economics of MRES's generating plans and applicable RTO accreditation rules, and, unless otherwise agreed by MRES, will be scheduled at least one hundred fifty (150) days in advance or longer if and as required by the applicable RTO. Municipality may not plan an outage of all or any part of a Unit except as provided in this section. MRES will continue to make monthly capacity payments to Municipality during planned outages jointly identified and scheduled by the Parties in accordance with this section.

6.11 Emergency. In the event of an operating emergency with respect to a Unit or the distribution or transmission system of Municipality, Municipality will take such action as it, in its discretion, may deem prudent to terminate the emergency so as to preserve the safety, integrity and operability of the Unit or associated facilities, protect the health and safety of the public and its personnel, and minimize any adverse environmental effects of the emergency.

6.12 Information. Municipality will provide information and data concerning each Unit as reasonably requested by MRES, including information relating to generator availability required for capacity accreditation with an RTO, to determine the Forced Outage Rate, or otherwise. Municipality acknowledges and agrees that this information is necessary for MRES to receive the benefits of the Reserved Capacity under this Agreement, and that MRES may

withhold from Municipality any payments hereunder until such information is provided to MRES.

6.13 Notices. Municipality will notify MRES as soon as possible (not to exceed one business day after discovery) when anything is discovered which might affect the availability or capacity of a Unit, and will keep MRES informed regarding the status of the Unit and of all actions and steps taken by Municipality to restore full availability of the Unit.

6.14 Access. Municipality will permit MRES representatives to enter Unit sites at reasonable times and upon reasonable notice to Municipality.

6.15 No Other Sales. Municipality may not enter into any sales, including non-firm sales, from any Unit to other utilities or any other third party.

ARTICLE 7 OBLIGATIONS OF MRES

7.1 Dispatching Services. MRES will provide or obtain generation dispatching services for the Reserved Capacity.

7.2 Transmission Service. MRES will obtain any transmission service beyond Municipality's system required for MRES to make use of any capacity and associated energy dispatched from the Units pursuant to this Agreement.

7.3 Ancillary Services. MRES will provide any ancillary services due solely to MRES scheduling and dispatching of the Units.

7.4 Registration. MRES, at its option, may register the Units with an RTO as necessary to obtain its full value as a resource adequacy resource.

7.5 Reports. MRES will report to Municipality any failure of a Unit to start remotely so Municipality can follow-up and prepare the Unit for future starts.

ARTICLE 8 METERING

8.1 Meters. Municipality, at its cost, will furnish, install and maintain, or cause to be furnished, installed and maintained, all metering equipment required to measure and record all energy generated and delivered from each Unit to MRES at the Point of Delivery, consistent with requirements of Exhibit B. The metering equipment will provide, in a format acceptable to MRES, a continuous record of the thirty (30) minute integrated total energy produced by the Unit and transmitted to MRES at the Point of Delivery during each month in which energy was generated and sold to MRES under this Agreement. MRES, upon advanced notice to Municipality, may install and operate remote communications systems in connection with the metering equipment, including without limitation a supervisory control and data acquisition ("SCADA") system.

8.2 Testing. Municipality will test and calibrate the meters by comparison with accurate standards in accordance with Prudent Utility Practice at intervals of not greater than three (3) years after initial testing and calibration. Municipality also will conduct special meter tests upon the request of MRES. The costs of all tests will be borne by Municipality; provided, however, if any special meter test requested by MRES discloses that the meters are recording accurately, MRES will reimburse Municipality for the cost of such test. Meters registering not more than two percent above or below normal will be deemed to be accurate. The readings for any meter determined by test to be inaccurate will be corrected from the beginning of the monthly billing period immediately preceding the billing period during which the test was made in accordance with the percentage of inaccuracy found by such test. If any meter fails to register, the energy delivered from the impacted Unit during such period of failure will be estimated by the Parties from the best information available. Municipality will notify MRES in advance of the time of any meter test so that a representative of MRES may be present at such test.

ARTICLE 9 LIABILITY AND INDEMNITY

9.1 No Third Party Beneficiary. Nothing in this Agreement will be considered or construed to create any duty, standard of care, or liability or obligation (contractual or otherwise) to any third party.

9.2 Waiver of Consequential Damages. In no event will MRES or Municipality be liable to the other Party or any third party for special, indirect, incidental, punitive or consequential damages under, arising out of, or in connection with the performance or non-performance of this Agreement, whether based on contract, tort, strict liability, warranty, indemnity or otherwise, except as expressly provided in this Agreement.

9.3 Indemnity by Municipality. Municipality agrees to indemnify, defend and hold harmless MRES and its officers, directors, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or related to any breach or default in the performance by Municipality of any of its obligations under this Agreement.

9.4 Indemnity by MRES. MRES agrees to indemnify, defend and hold harmless Municipality and its officers, directors, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or related to any breach or default in the performance by MRES of any of its obligations under this Agreement.

ARTICLE 10 GENERAL TERMS

10.1 Records. The Parties, in accordance with generally accepted accounting principles and practices, will keep and maintain such records as may be necessary or useful in carrying out this Agreement, and make such records available to the other Party for inspection.

10.2 Uncontrollable Forces. Neither MRES nor Municipality will be considered to be in default of any obligation under this Agreement if prevented from fulfilling such obligation by reason of an Uncontrollable Force. If either Party cannot fulfill an obligation under this Agreement because of an Uncontrollable Force, that Party will notify the other Party within one business day of the occurrence. A Party rendered unable to fulfill any obligation by reason of an Uncontrollable Force must exercise due diligence to remove such inability as soon as practicable.

10.3 Notices. Any notice required by this Agreement will be given in writing unless otherwise expressly provided in this Agreement. All notices will be deemed properly given if delivered personally or sent by U.S. mail, first-class postage prepaid to a Party at the address set forth on the signature page of this Agreement. Either Party may change its designation of the person or position who is to receive notices on its behalf by giving the other Party written notice of such change.

10.4 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, MRES may assign this Agreement to Western Minnesota Municipal Power Agency and may collaterally pledge and assign this Agreement as security for debt obligations of MRES or Western Minnesota Municipal Power Agency.

10.5 Binding Effect. All of the terms, covenants and conditions of this Agreement will be binding upon, and inure to the benefit of and be enforceable by, the Parties and their respective successors, heirs, executors and permitted assigns.

10.6 Survival. Notwithstanding any other term or condition of this Agreement, the terms of Section 4.2, Article 9, and Article 10 will survive termination or expiration of this Agreement.

10.7 Severability. If any provision of this Agreement is determined to any extent to be invalid, the remainder of this Agreement will not be affected and every other provision of this Agreement will be valid and in force to the fullest extent allowed by law.

10.8 No Waiver. No failure on the part of any Party to exercise, and no delay in exercising, any right or remedy under this Agreement will preclude any other or further exercise thereof or the exercise of any other right or remedy. No remedy conferred upon the Parties under this Agreement is intended to be exclusive and every such remedy will be cumulative and in addition to every other remedy available under this Agreement or at law or in equity.

10.9 Governing Law. With the exception of other state or federal statutes and regulations governing the operation of the Units, this Agreement will be governed by the laws of the state in which the Units are located.

10.10 Entire Agreement. This Agreement, including all exhibits attached hereto which are incorporated herein by this reference, contain and constitute the entire agreement between the Parties regarding the subject matter hereof and supersede all prior agreements between the

Parties relating to the subject matter hereof, including the Reserved Capacity Agreement between the Parties dated _____. This Agreement may not be amended, modified or terminated, except by a written instrument signed by both Parties.

10.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be an original, but all of which together will constitute one and the same instrument. A facsimile or PDF copy of this Agreement and any signature thereon will be considered for all purposes as an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Reserved Capacity Agreement to be executed as of the date and year first written above.

MISSOURI BASIN MUNICIPAL
POWER AGENCY d/b/a MISSOURI
RIVER ENERGY SERVICES

CITY OF MARSHALL, MINNESOTA

By: _____
Name: Terry Wolf
Title: Vice President of Power Supply &
Operations

By: _____
Name: _____
Title: _____

Notice Address:
Missouri River Energy Services
Attn: Legal Department
3724 West Avera Drive
P.O. Box 88920
Sioux Falls, SD 57109-8920

Notice Address:
Attn: Robert Byrnes
344 W Main St
Marshall, MN 56258

List of Exhibits (Attached)

- Exhibit A – Reserved Capacity Table
- Exhibit B – Point of Delivery Description
- Exhibit C – Transmission and Additional Facilities Arrangements
- Exhibit D – Operating Procedures
- Exhibit E – Reserved Capacity Qualification Requirements

Exhibit A: RESERVED CAPACITY TABLE

This Reserved Capacity Table is hereby made a part of the Reserved Capacity Agreement between Missouri River Energy Services (MRES) and Marshall, Minnesota (the Municipality).

Unit No.	Type: CT, IC	Fuel(s)	Year in Service	Nameplate Rating (kW)	GVTC Test Date	Reserved Capacity (kW) ⁽¹⁾
6	CT	FO	1969	21,176	7/12/22	15,500
On-Site Fuel Storage Capacity:		60,000 Gallons		Capacity Totals (kW):		15,500

(1) Reserved Capacity (kW) is the unit’s generation capacity based on the GVTC test, after transformer losses and station service load, rounded down to the nearest 100 kW. The Capacity Totals must be less than the transmission service limits and behind the meter load constraints, as determined by MRES.

MISSOURI BASIN MUNICIPAL POWER AGENCY
d/b/a MISSOURI RIVER ENERGY SERVICES

MARSHALL MUNICIPAL UTILITIES

By: _____

By: _____

Date: _____

Date: _____

Name: Terry Wolf

Name: _____

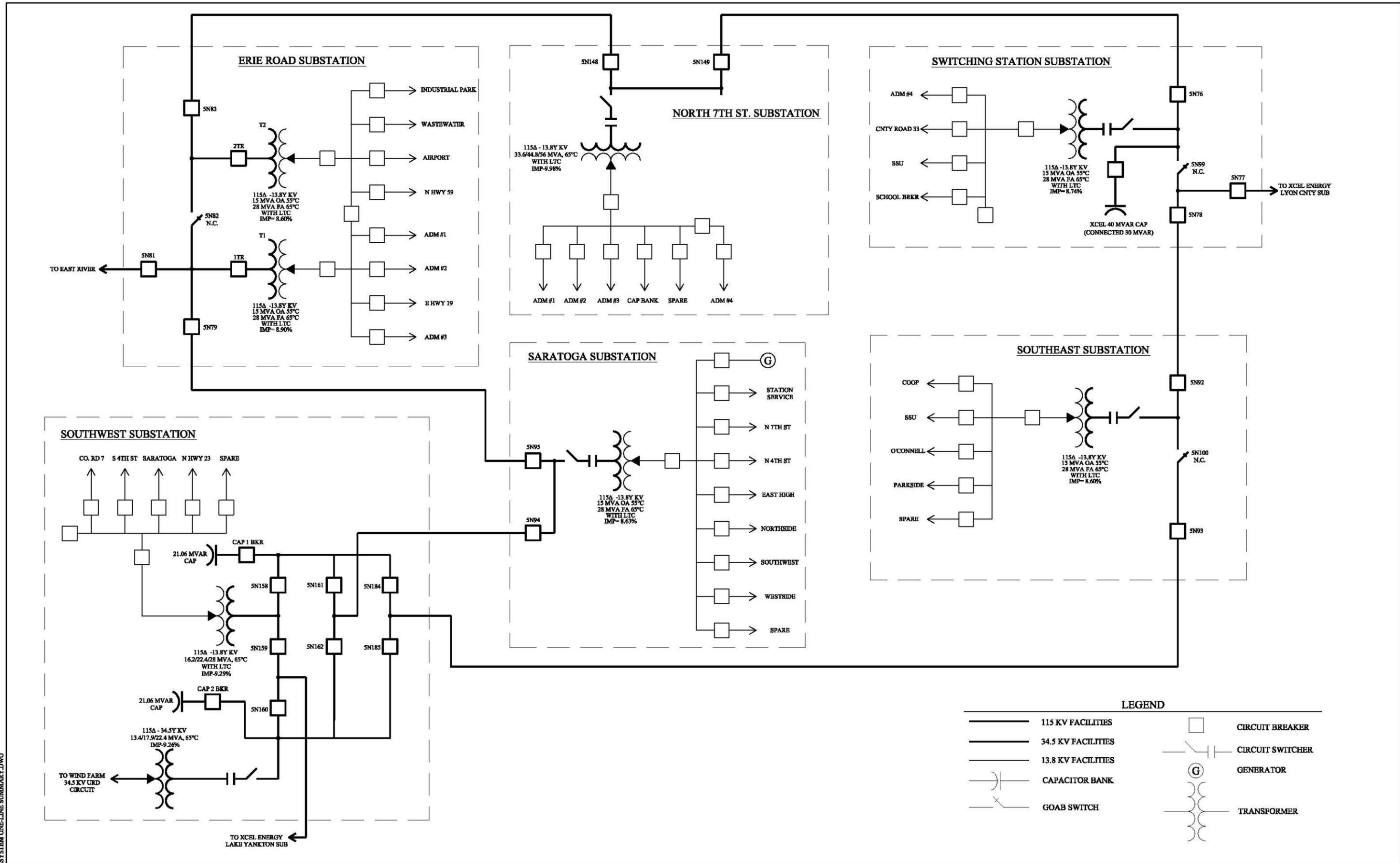
Title: Vice President of Power Supply & Operations

Title: _____

Exhibit B: POINT OF DELIVERY DESCRIPTION

This Point of Delivery Description is hereby made a part of the Reserved Capacity Agreement between Missouri River Energy Services (MRES) and Marshall, Minnesota (the Municipality).

1. The attached diagram of the Municipality's electrical system shows the configuration of its equipment. The Point of Delivery shall be where the Plant bus interconnects with the distribution system of the Municipality.
2. The Municipality shall provide and install electronic interval metering of revenue accuracy capable of recording demand and energy at 15 or 30-minute intervals. MRES may establish remote communication from the meter to MRES's software by a telephone number using a dial up connection or the meter's IP address using an Ethernet connection. If meters are replaced or newly installed by the Municipality, they shall be Schweitzer SEL-735 or a newer equivalent model as approved by MRES and be able to communicate via dial up connection or Ethernet connection. This metering shall also be compatible with the MRES meter data translation scheme. The metering scheme shall be installed so that the total load of the Municipality and the total generation by the Municipality can be determined from these recordings and the recordings of the Municipality's metering. The metering scheme shall also ensure that any time a Unit is generating, it will not reduce the Municipality's overall billing demand or billing energy consumption.
3. If the generation is not metered at or towards the load side of the generator step-up transformer, if the facility has one, the meter readings shall be adjusted downwards by one percent.



WGSYSTEM ONE-LINE SUMMARY.DWG

REV	DATE	DESCRIPTION
Item 13.		

DGR DeWild Grant Reckert & Assoc. Co.
Consulting Engineers
Rock Rapids, Iowa

Date: 2-10
Designed By: TWB
Project Manager: CAR
Project Number: 420500

MARSHALL MUNICIPAL UTILITY
MARSHALL, MINNESOTA

SYSTEM ONE-LINE DIAGRAM

Exhibit C: **TRANSMISSION AND ADDITIONAL FACILITIES ARRANGEMENTS**

These Transmission and Additional Facilities Arrangements are hereby made a part of the Reserved Capacity Agreement between Missouri River Energy Services (MRES) and Marshall, Minnesota (the Municipality).

1. The Municipality is interconnected with the 115 kV transmission facilities of Northern States Power Company (Minnesota) which are integrated with the high voltage transmission network of the Midcontinent Independent System Operator, Inc. (MISO).

EXHIBIT D
TO RESERVED CAPACITY AGREEMENT

OPERATING PROCEDURES

These Operating Procedures are made a part of the Reserved Capacity Agreement between Missouri River Energy Services (“MRES”) and Marshall, Minnesota (“Municipality”).

1. Municipality will maintain each Unit in readily operable condition so it can be placed into service, synchronized in parallel with the regional interconnected transmission system, and loaded to full Reserved Capacity within an acceptable call-out and start-up period for MRES peaking or emergency capacity. An acceptable call-out and start-up period for Reserved Capacity will be within two hours following notice by MRES. MRES, from time to time, may engage in tests and exercises to ensure that each Unit is able to meet these requirements, and Municipality will cooperate accordingly.
2. A Unit may be dispatched only as provided in Section 6.8 of the Agreement. For any GVTC Tests, generation schedules will be provided by MRES not later than noon of the prior business day. The schedules may be revised from time to time on reasonable notice and by mutual agreement of the Parties.
3. For Reserved Capacity that does not have remote control capability installed, Municipality will have personnel available to operate the Units when called upon by MRES.
4. Municipality will notify the MRES Scheduling Desk of any Unit outages, limitations, or other changes in a Unit’s status, including the failure of Reserved Capacity to start remotely.
5. Municipality will strive, during each dispatch or test period, to have each Unit generating at the full amount scheduled (normally from on-the-hour to on-the-hour time intervals) for each respective hour. Startup, shutdown, and changes from one hour to the next will follow a ramp-up or ramp-down process across the hour (not to exceed a ten-minute period starting five minutes before the next hour).
6. If any problem occurs during operation of a Unit, Municipality will immediately contact MRES or Local Balancing Authority as applicable. See the table below for contact information.

	MUNICIPALITY	MRES	LBA: Xcel
Contact Person	Plant Operator	Scheduling Desk	Local Balancing Authority
Telephone	507-537-7005	605-330-6966	612-321-7432

7. The minimum operating time that each Units is to be scheduled is one hour.
8. MRES will consider the physical constraints and operating characteristics of the Units, such as startup and shutdown limitations as well as minimum and maximum continuous and peak generation levels of each Unit, when dispatching the Units.

9. MRES will endeavor to schedule the Units so as not to exceed any known operating limit or air quality permits. However, Municipality is responsible for ensuring the Units are not operated in excess of any operating limits or permits.
10. Municipality will, at the end of each month in which a Unit is operated, submit to MRES a monthly unit report and any other reports as may be reasonably requested by MRES.
11. Municipality and MRES will mutually agree upon, and put into effect, from time to time, such other operating procedures as may be required in order to establish the methods of operation to be followed in the performance of the Agreement and these Operating Procedures.

These Operating Procedures are approved and effective as of _____, 2023. These Operating Procedures will remain in effect concurrently with the Agreement and will terminate therewith.

MISSOURI BASIN MUNICIPAL POWER AGENCY
d/b/a MISSOURI RIVER ENERGY SERVICES

By: _____
Name: Terry Wolf
Title: Vice President of Power Supply & Operations

Marshall, Minnesota

By: _____
Name: _____
Title: _____

EXHIBIT E
TO RESERVED CAPACITY AGREEMENT

RESERVED CAPACITY QUALIFICATION REQUIREMENTS

These Reserved Capacity Qualification Requirements are made a part of the Reserved Capacity Agreement between Missouri River Energy Services (“MRES”) and Marshall, Minnesota (“Municipality”).

For each Unit to remain Planning Reserve Qualified, the Municipality must meet the requirements specified in this Exhibit in addition to those specified in the Agreement.

1. Municipality will perform an annual GVTC Test as follows:
 - a) Each Unit will be tested. MRES may schedule all Units to operate simultaneously.
 - b) The test will be performed at least once each year, between September 1 and August 31.
 - c) The test will operate the Unit at full load for at least one full hour for diesel units, and at least two hours for steam and combined cycle units.
2. Municipality will provide outage reporting as follows:
 - a) Municipality will report any planned outages to MRES in advance and any unplanned outages and startup failures to MRES as soon as possible upon determination.
 - b) Municipality will report any generation production or availability data required by NERC, an RTO, or other regional entities to such entities.
3. Municipality will provide staffing and callout responsiveness and capabilities as follows:
 - a) For remote operation, the Unit will respond within ten minutes’ notice. For other scheduled operation, the Unit will respond within two hours.
 - b) Responding includes producing at the full scheduled amount within the specified time.
 - c) The Unit is expected to operate when scheduled, unless excused via a previously agreed scheduled outage.
 - d) Municipality will respond to MRES staff, MRES’s agent, or the Balancing Area as specified in the Operating Procedures.
 - e) The Unit will be prepared to operate for a minimum of twenty-four consecutive hours per day for at least five consecutive days each year.
 - f) The Unit will be permitted, and capable of operating, for at least 450 hours per year.
4. Municipality will maintain fuel storage and availability as follows:
 - a) Municipality will maintain sufficient fuel storage and handling facilities in good repair and in operational condition. Damage to or failure of Municipality’s fuel storage or handling facilities will be repaired or corrected by Municipality on a timely basis at Municipality’s expense.
 - b) For Units operated on liquid fuel, on-site fuel storage will be sufficient to maintain the full Reserved Capacity for a minimum of twenty hours prior to start-up. In addition, sufficient storage and replenishment capability will be arranged to ensure capability to operate at the full Reserved Capacity. Written documentation from fuel

supplier(s) for fuel delivery to meet these requirements is necessary to ensure a Unit is Planning Reserve Qualified.

- c) Municipality shall be required to have availability during all seasons. Fuel systems shall be designed to perform during all conditions reasonably anticipated, specifically extreme cold weather and extreme hot weather conditions.
- d) Firm delivery is not required for natural gas supply, so long as the Unit meets all requirements to be Planning Reserve Qualified but may be a requirement in the future or once a Unit experiences a natural gas supply interruption while scheduled to operate.

MRES may update these requirements as necessary to remain consistent with RTO and regional planning reserve qualification requirements.

This Exhibit is approved and effective as of _____, 2023.

MISSOURI BASIN MUNICIPAL POWER AGENCY
d/b/a MISSOURI RIVER ENERGY SERVICES

By: _____
Name: Terry Wolf
Title: Vice President of Power Supply & Operations

MARSHALL, MINNESOTA

By: _____
Name: _____
Title: _____

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, April 25, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project AP-003: Airport Snow Removal Equipment (SRE) Building - Consider Rejection of Bids
Background Information:	<p>The City of Marshall Public Works desires to construct a new Snow Removal Equipment (SRE) and Maintenance Equipment Storage Building at the Southwest Minnesota Regional Airport. The existing building does not adequately accommodate all airport maintenance equipment storage needs. The new facility is planned to be constructed on the East Building Area of the airport, as shown on the recently completed Airport Master Plan. The Project has been identified on the Airport CIP since FFY2011.</p> <p>The following is the most recent timeline received from TKDA, the City’s consultant: February 21st – TKDA to provide Ad for Bids, Estimate, and Plans and Specifications (99%) to the city for the council packet. February 28th – City Council approves advertising for bids March 1st – Post Plans and Specifications (100%) to QuestCDN April 3rd – Bid Opening April 11th – City Council conditionally accepts bid, and approves application for funding April 14th – Grant application to FAA and MnDOT Aeronautics August 1st – Award Construction Contract (120 days after bid opening) September – November 2023 – site improvements April 2024 – September 2024 – building construction (not to begin before April 1, 2024) October 2024 – final completion and occupancy</p> <p><u>Historical reference for action items relating to the project:</u> 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).</p> <p><i>Background: Based on the timeline above, the City’s consultant, TKDA, proposed that two entitlement transfers be performed, one in 2021 (Dodge Center, MN-TOB), and one in 2022 (Waseca, MN-ACQ), to ensure that those entitlements do not expire. These entitlement transfers will provide the City and TKDA with enough time to prepare the necessary pre-project planning documents to secure state aeronautics funding while also helping the City to secure enough FAA entitlement funds to facilitate the construction of this improvement in 2023.</i></p> <p>Based on 03/23/2021 Council authorization of the first transfer of Airport Federal Entitlement Funds to Dodge Center, MN, the proposed timeline was presented as follows: Phase 1 - 2021: Preliminary Design Study and Funding Plan Phase 2 - 2022: Design and Site Preparation Phase 3 - 2023: Construction</p>

10/12/2021 - Council authorized acceptance of the Proposal with TKDA for a Predesign Study in the amount of \$35,000.00.

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). (See 03/23/2021 regarding first transfer.)

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.

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.

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.

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 – Most recent 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 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 exceeds 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.

If the Council elects to reject the bid received, it is recommended that City staff work with TKDA and the Airport Commission to re-evaluate the bid package to ensure that the project is economical. Staff would propose to seek City Council authorization to bid a re-evaluated project in late 2023 or early 2024.

Fiscal Impact:	<p>Current project cost estimate is \$3,353,023, including construction administration and special inspections fees. Local cost participation with this estimate is roughly \$1,059,000.</p> <p>Additional costs over the project estimate will fall largely upon the City of Marshall. A project that is \$1M over budget may result in local costs that are \$1M greater than originally anticipated. Our federal funding allotment is capped due to programmatic limitations placed upon the project by FAA funding policy. State funding is capped at \$1M annually by MnDOT Aeronautics policy. Additional State funding to help offset local costs is possible, but not guaranteed.</p> <p>Further, a recommendation to reject bids will require the City to seek a transfer partner for expiring Federal AIP funds. City staff would work with TKDA to find a suitable airport to transfer \$150,000 in Federal AIP funds to ensure that we do not allow the funds to expire.</p>
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the City Council to reject the 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.

TKDA OPINION OF PROBABLE CONSTRUCTION COSTS



2/21/2023

**Southwest Minnesota Regional Airport
City of Marshall, MN
Snow Removal Equipment Facility
Opinion of Probable Costs - "Cost Reduction
Alternative" Construction Estimate**

PROJECT: Marshall SRE		Date: February 21, 2023	Prepared By: ADG
		Project No.: 18338.001	
Subtotal Square Feet	7,495		
Total Square Feet	7,495		
Construction Cost	\$3,118,023		
Construction Contingency	\$312,000		
Const. Cost / Sq. Ft.:	\$410.18	without contingency	
Const. Cost / Sq. Ft.:	\$446.03	including contingency	
Estimated Construction Cost	\$3,430,023	including contingency	

Sections are classified according to the CSI MasterFormat system.

SUMMARY	ITEM COST	PERCENT TOTAL	COST PER SQ. FT.
DIVISION 1 - GENERAL REQUIREMENTS	\$479,000	15.36%	63.91
DIVISION 2 - EXISTING CONDITIONS	\$12,000	0.38%	1.60
DIVISION 3 - CONCRETE	\$198,796	6.38%	26.52
DIVISION 4 - MASONRY	\$15,360	0.49%	2.05
DIVISION 5 - METALS	\$73,400	2.35%	9.79
DIVISION 6 - WOOD, PLASTICS, AND COMPOSITS	\$33,600	1.08%	4.48
DIVISION 7 - THERMAL AND MOISTURE PROTECTION	\$30,900	0.99%	4.12
DIVISION 8 - OPENINGS	\$110,240	3.54%	14.71
DIVISION 9 - FINISHES	\$47,481	1.52%	6.33
DIVISION 10 - SPECIALTIES	\$3,200	0.10%	0.43
DIVISION 11 - EQUIPMENT	\$0	0.00%	0.00
DIVISION 12 - SPECIALTIES	\$0	0.00%	0.00
DIVISION 13 - SPECIAL CONSTRUCTION	\$1,087,500	34.88%	145.10
DIVISION 21 - FIRE SUPPRESSION	\$38,500	1.23%	5.14
DIVISION 22 - PLUMBING	\$68,963	2.21%	9.20
DIVISION 23 - HVAC	\$247,065	6.52%	27.13
DIVISION 26 - ELECTRICAL	\$145,450	4.56%	19.41
DIVISION 27 - COMMUNICATIONS	\$11,400	0.37%	1.52
DIVISION 28 - ELECTRONIC SAFETY & SECURITY	\$57,000	1.83%	7.61
DIVISION 31 - EARTHWORK	\$45,000	1.44%	6.00
DIVISION 32 - EXTERIOR IMPROVEMENTS	\$313,168	10.04%	41.78
DIVISION 33 - UTILITIES	\$100,000	3.21%	13.34
TOTAL CONSTRUCTION COST	\$3,118,023	100.00%	\$410.18

Const. & Escalation Contingency 10.00% \$312,000

Anticipated Construction Administration Fees
 Construction Special Inspection Fees
 SRE Building Furnishings

Total Base Bid \$3,118,023
\$165,000
\$50,000
\$10,000
Total Opinion of Probable Project Costs \$3,343,023

Total Construction Cost / Sq.Ft. \$446.03
 Including site improvements and contingency

PROJECT COST BREAKDOWN
SRE BUILDING CONSTRUCTION AND SITE PREPARATION
SOUTHWEST MINNESOTA REGIONAL AIRPORT - MARSHALL (MML)
FEDERAL FISCAL YEAR 2023 GRANT INITIATION REQUEST

ID	UNIT OF WORK	COST	FAA AIP FUNDING		FAA AIG (BILL) FUNDING		STATE FUNDING		SPONSOR
			AIP ELIGIBLE PERCENTAGE*	AIP ELIGIBLE COST	AIG ELIGIBLE PERCENTAGE*	AIG ELIGIBLE COST	STATE AIP MATCH	STATE	
1	ADMINISTRATIVE								
	Independent Fee Review	\$ 6,000.00	0.00%	\$ -	100.00%	\$ 6,000.00	\$ 5,400.00	\$ -	\$ 600.00
	City Administration	\$ 4,000.00	0.00%	\$ -	100.00%	\$ 4,000.00	\$ 3,600.00	\$ -	\$ 400.00
	Subtotal Administrative	\$ 10,000.00	0.00%	\$ -	100.00%	\$ 10,000.00	\$ 9,000.00	\$ -	\$ 1,000.00
2	ENGINEERING								
	Construction Phase Engineering (Building)	\$ 50,000.00	33.50%	\$ 16,750.00	0.00%	\$ -	\$ -	\$ -	\$ 23,275.00
	Construction Phase Engineering (Site)	\$ 165,000.00	0.00%	\$ -	100.00%	\$ 165,000.00	\$ 148,500.00	\$ -	\$ 16,500.00
	Subtotal Engineering	\$ 215,000.00	7.79%	\$ 16,750.00	76.74%	\$ 165,000.00	\$ 148,500.00	\$ -	\$ 28,150.00
3	CONSTRUCTION								
	Building Construction	\$ 2,659,855.00	33.50%	\$ 892,051.43	0.00%	\$ -	\$ -	\$ -	\$ 1,238,162.50
	Site Preparation/Utility Construction	\$ 468,168.00	0.00%	\$ -	100.00%	\$ 468,168.00	\$ 421,351.20	\$ -	\$ 46,816.80
	Subtotal Construction	\$ 3,128,023.00	28.49%	\$ 891,051.43	14.97%	\$ 468,168.00	\$ 421,351.20	\$ -	\$ 666,563.02
	TOTAL COST	\$ 3,353,023.00	27.07%	\$ 907,801.43	19.18%	\$ 643,168.00	\$ 578,851.20	\$ -	\$ 1,261,437.50
	Project Funding Shares			24.37%			17.26%	0.00%	37.62%
	Maximum Funding Amounts								20.75%
	Overage to Local Share	\$ 764,402.00				\$ 587,000.00			\$ 1,000,000.00
	Local Share from Overage	\$ 52,619.28				\$ -			\$ 261,437.50
	Total Project Costs by Source	\$ 764,402.00				\$ 578,851.20			\$ 314,056.79
									\$ 1,009,769.80

*FAA funding eligibility subject to change

Notes:

- 1) AIP Eligible Percentage capped at percentage shown to keep AIP share within the available entitlement amount.
- 2) No State AIP Match shown since state amount exceeds \$400,000 on AIP Ineligible, in accordance with the Airport Funding Rates Letter for State FY 2023.
- 3) City may request an exemption to the \$1.0M state limit on project funding, in accordance with the Airport Funding Rates Letter for State FY 2023.

2/28/2023
Council authority
RW

Presenter:	Jason Anderson												
Meeting Date:	Tuesday, April 25, 2023												
Category:	NEW BUSINESS												
Type:	ACTION												
Subject:	Project ST-003: South 1 st Street/Greeley Reconstruction Project – 1) Resolution Declaring Cost to Be Assessed and Ordering Preparation of Proposed Assessment; 2) Resolution for Hearing on Proposed Assessment												
Background Information:	This project consisted of: reconstruction and utility replacement on South 1st Street from George Street to Greeley Street, on Greeley Street from West College Drive to Saratoga Street, and on Williams Street from Maple Street to George Street; sanitary sewer, watermain, and storm sewer will be replaced. This project also included new curb & gutter, new 5-ft. sidewalk on one or both sides of the streets, driveway aprons, water services, and sewer services to the right-of-way.												
Fiscal Impact:	<p>Attached please find a “Resolution Declaring Cost to be Assessed and Ordering the Preparation of the Proposed Assessment” for the project. The following is a breakdown of the proposed project funding. The costs shown below include 16% for engineering and administrative costs, for a total project cost of \$1,904,144. The following is a proposed breakdown of the project funding:</p> <table style="margin-left: 40px;"> <tr> <td>Wastewater Fund</td> <td style="text-align: right;">\$379,680</td> </tr> <tr> <td>MMU</td> <td style="text-align: right;">\$689,719</td> </tr> <tr> <td>Surface Water Management Utility</td> <td style="text-align: right;">\$105,927</td> </tr> <tr> <td>City Participation (Ad Valorem)</td> <td style="text-align: right;">\$360,050</td> </tr> <tr> <td>Assessed to Property Owners</td> <td style="text-align: right;"><u>\$368,768</u></td> </tr> <tr> <td>Total Project Amount</td> <td style="text-align: right;">\$1,904,144</td> </tr> </table> <p>Attached please find the “Resolution for Hearing on Proposed Assessment,” setting the hearing date for the proposed assessments on May 23, 2023, for the above-referenced project.</p> <p>Per the current Fee Schedule, the assessment interest rate is calculated using the most recent bond interest rate and adding 2% for administrative costs. Per Finance, the 2022A Bonding has a Net Interest Cost of 2.1% for the Street Improvements, plus 2%, results in a 4.1% interest rate for Special Assessments.</p> <p>The term of the assessment repayment is proposed by staff to be 8 years. The City has no formal written policy on the term but has followed an administrative past practice to generally match the assessment repayment to the bond repayment term. If the assessment is substantially higher in cases such as commercial assessments, it may be appropriate to increase the assessment repayment term. Alternatively, on smaller assessment projects consideration could be made to shorten the assessment term. One other item to note is that if additional principal is paid each year the interest is recalculated annually to address the payments. Therefore, there is no penalty for individuals to repay on a more accelerated schedule if they choose.</p>	Wastewater Fund	\$379,680	MMU	\$689,719	Surface Water Management Utility	\$105,927	City Participation (Ad Valorem)	\$360,050	Assessed to Property Owners	<u>\$368,768</u>	Total Project Amount	\$1,904,144
Wastewater Fund	\$379,680												
MMU	\$689,719												
Surface Water Management Utility	\$105,927												
City Participation (Ad Valorem)	\$360,050												
Assessed to Property Owners	<u>\$368,768</u>												
Total Project Amount	\$1,904,144												

Alternative/ Variations:	No alternative actions recommended.
Recommendations:	<p>that the Council adopt RESOLUTION NUMBER 23-032, which provides for the “Resolution Declaring Cost to be Assessed and Ordering the Preparation of the Proposed Assessment” for Project ST-003: South 1st Street/Greeley Reconstruction Project.</p> <p>that the Council adopt RESOLUTION NUMBER 23-033, which provides for the “Resolution for Hearing on Proposed Assessment” for Project ST-003: South 1st Street/Greeley Reconstruction Project setting the hearing date on the proposed assessments for May 23, 2023.</p>

COST BREAKDOWN

Project ST-003: South 1st Street/Greeley Street/Williams Street Reconstruction Project

CITY OF MARSHALL, MINNESOTA

Per Pay Request #9 (Final) dated 12/08/2022

<i>ITEM</i>	<i>TOTAL</i>	<i>SPECIAL ASSESSMENTS</i>	<i>WASTEWATER FUND</i>	<i>MMU</i>	<i>Mn/DOT</i>	<i>SURFACE WATER MANAGEMENT UTILITY</i>	<i>AD VALOREM</i>
SANITARY SEWER	\$299,471	\$74,185	\$225,286				
WATERMAIN	\$421,120	\$0		\$421,120			
STORM SEWER	\$86,613	\$0				\$86,613	
DRIVEWAY	\$16,739	\$16,739		\$0			\$0
SIDEWALK	\$3,303	\$3,303					\$0
STREET	\$1,076,898	\$274,542	\$154,394	\$268,599	\$0	\$19,313	\$360,050
TOTALS	\$1,904,144	\$368,768	\$379,680	\$689,719	\$0	\$105,926	\$360,050
% PARTICIPATION	100.0%	19.4%	19.9%	36.2%	0.0%	5.6%	18.9%

CONTRACT AMOUNT	1,641,503.05
CONTINGENCIES	0.00 ^{0%}
	<hr/>
	1,641,503.05
ENG. & ADMIN.	262,640.49 ^{16%}
	<hr/>
	1,904,143.54

RESOLUTION NUMBER 23-032

**RESOLUTION DECLARING COST TO BE ASSESSED,
AND ORDERING PREPARATION OF PROPOSED ASSESSMENT**

WHEREAS, costs have been determined for the following project:

PROJECT ST-003: SOUTH 1ST STREET/GREELEY RECONSTRUCTION PROJECT - This project consisted of the following: reconstruction and utility replacement on South 1st Street from George Street to Greeley Street, on Greeley Street from West College Drive to Saratoga Street, and on Williams Street from Maple Street to George Street; sanitary sewer, watermain, and storm sewer will be replaced. This project also included new curb & gutter, new 5-ft. sidewalk on one or both sides of the streets, driveway aprons, water services, and sewer services to the right-of-way.

AND WHEREAS, the price for such improvement is \$1,641,503, and the estimated expenses incurred in the making of such improvement amount to \$262,640, so that the total estimated cost of the improvement will be \$1,904,143.

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

1. The portion of the cost to be assessed against benefited property owners is declared to be approximately \$368,768. The portion of the cost to be paid by the Wastewater Fund is hereby declared to be approximately \$379,680. The portion of the cost of the project to be paid by MMU is hereby declared to be approximately \$689,719. The portion of the cost to be paid by the Surface Water Management Utility is hereby declared to be approximately \$105,927. The portion of the cost to be paid by the City (Ad Valorem) is hereby declared to be approximately \$360,050.
2. Assessments shall be payable in equal annual principal installments extending over a period of eight (8) years, the first of the installments to be payable on or before the first Monday in January, 2024, and shall bear interest at the rate of 4.1% per annum from the date of the adoption of the assessment resolution.
3. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and he shall file a copy of such proposed assessment in his office for public inspection.
4. The City Clerk shall upon the completion of such proposed assessment, notify the City Council thereof.

Passed and adopted by the City Council this 25th day of April , 2023.

Mayor

ATTEST:

City Clerk

This Instrument Drafted by: Jason R. Anderson, P.E.
Director of Public Works/City Engineer

RESOLUTION NUMBER 23-033

RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT

WHEREAS, by a resolution passed by the Council on April 25, 2023, the City Clerk was directed to prepare a proposed assessment of the cost of the improvements for the following project:

PROJECT ST-003: SOUTH 1ST STREET/GREELEY RECONSTRUCTION PROJECT - This project consisted of the following: reconstruction and utility replacement on South 1st Street from George Street to Greeley Street, on Greeley Street from West College Drive to Saratoga Street, and on Williams Street from Maple Street to George Street; sanitary sewer, watermain, and storm sewer will be replaced. This project also included new curb & gutter, new 5-ft. sidewalk on one or both sides of the streets, driveway aprons, water services, and sewer services to the right-of-way.

AND WHEREAS, the City Clerk has notified the City Council that such proposed assessment has been completed and filed in his office for public inspection.

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

1. A hearing shall be held on the 23rd day of May 2023 in the Council Chambers of City Hall located at 344 West Main Street to pass upon such proposed assessment, and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and he shall state in the notice the total cost of the improvement. He shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment to the City of Marshall, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. They may at any time thereafter, pay to the City of Marshall, the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before October 15 or interest will be charged through December 31 of the succeeding year.

Passed and adopted by the City Council this 25th day of April 2023.

Mayor

ATTEST:

City Clerk

This Instrument Drafted by: Jason R. Anderson, P.E.
Director of Public Works/City Engineer

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson												
Meeting Date:	Tuesday, April 25, 2023												
Category:	NEW BUSINESS												
Type:	ACTION												
Subject:	Project ST-004: Halbur Road Reconstruction Project – 1) Resolution Declaring Cost to Be Assessed and Ordering Preparation of Proposed Assessment; 2) Resolution for Hearing on Proposed Assessment												
Background Information:	This project consisted of: reconstruction and utility replacement on Halbur Road from Michigan Street to Erie Road (CR 33); sanitary sewer and storm sewer will be replaced with a concrete paved surfacing. This project also included new curb & gutter, driveway aprons, and sewer services to the right-of-way.												
Fiscal Impact:	<p>Attached please find a “Resolution Declaring Cost to be Assessed and Ordering the Preparation of the Proposed Assessment” for the project. The following is a breakdown of the proposed project funding. The costs shown below include 16% for engineering and administrative costs, for a total project cost of \$1,302,340. The following is a proposed breakdown of the project funding:</p> <table style="margin-left: 40px;"> <tr> <td>Wastewater Fund</td> <td style="text-align: right;">\$275,407</td> </tr> <tr> <td>MMU</td> <td style="text-align: right;">\$20,181</td> </tr> <tr> <td>Surface Water Management Utility</td> <td style="text-align: right;">\$291,210</td> </tr> <tr> <td>City Participation (Ad Valorem)</td> <td style="text-align: right;">\$356,769</td> </tr> <tr> <td>Assessed to Property Owners</td> <td style="text-align: right;"><u>\$358,773</u></td> </tr> <tr> <td>Total Project Amount</td> <td style="text-align: right;"><u>\$1,302,340</u></td> </tr> </table> <p>Attached please find the “Resolution for Hearing on Proposed Assessment,” setting the hearing date for the proposed assessments on May 23, 2023, for the above-referenced project.</p> <p>Per the current Fee Schedule, the assessment interest rate is calculated using the most recent bond interest rate and adding 2% for administrative costs. Per Finance, the 2022A Bonding has a Net Interest Cost of 2.1% for the Street Improvements, plus 2%, results in a 4.1% interest rate for Special Assessments.</p> <p>The term of the assessment repayment is proposed by staff to be 8 years. The City has no formal written policy on the term but has followed an administrative past practice to generally match the assessment repayment to the bond repayment term. If the assessment is substantially higher in cases such as commercial assessments, it may be appropriate to increase the assessment repayment term. Alternatively, on smaller assessment projects consideration could be made to shorten the assessment term. One other item to note is that if additional principal is paid each year the interest is recalculated annually to address the payments. Therefore, there is no penalty for individuals to repay on a more accelerated schedule if they choose.</p>	Wastewater Fund	\$275,407	MMU	\$20,181	Surface Water Management Utility	\$291,210	City Participation (Ad Valorem)	\$356,769	Assessed to Property Owners	<u>\$358,773</u>	Total Project Amount	<u>\$1,302,340</u>
Wastewater Fund	\$275,407												
MMU	\$20,181												
Surface Water Management Utility	\$291,210												
City Participation (Ad Valorem)	\$356,769												
Assessed to Property Owners	<u>\$358,773</u>												
Total Project Amount	<u>\$1,302,340</u>												

Alternative/ Variations:	No alternative actions recommended.
Recommendations:	<p>that the Council adopt RESOLUTION NUMBER 23-034, which provides for the “Resolution Declaring Cost to be Assessed and Ordering the Preparation of the Proposed Assessment” for Project ST-004: Halbur Road Reconstruction Project.</p> <p>that the Council adopt RESOLUTION NUMBER 23-035, which provides for the “Resolution for Hearing on Proposed Assessment” for Project ST-004: Halbur Road Reconstruction Project setting the hearing date on the proposed assessments for May 23, 2023.</p>

COST BREAKDOWN

Project ST-004: Halbur Road Reconstruction Project

CITY OF MARSHALL, MINNESOTA

Per Pay Request #6 dated 03/16/2023

ITEM	TOTAL	SPECIAL ASSESSMENTS	WASTEWATER FUND	MMU	Mn/DOT	SURFACE WATER MANAGEMENT UTILITY	AD VALOREM
SANITARY SEWER	\$136,960	\$20,519	\$116,441				
WATERMAIN	\$19,111	\$0		\$19,111			
STORM SEWER	\$255,505	\$0				\$255,505	
DRIVEWAY	\$56,606	\$39,620		\$0			\$16,987
SIDEWALK	\$0	\$0					\$0
STREET	\$834,158	\$298,634	\$158,966	\$1,070	\$0	\$35,705	\$339,783
TOTALS	\$1,302,340	\$358,773	\$275,407	\$20,181	\$0	\$291,210	\$356,769
% PARTICIPATION	100.0%	27.5%	21.1%	1.5%	0.0%	22.4%	27.4%

CONTRACT AMOUNT	1,122,707.21
CONTINGENCIES	0.00 ^{0%}
	<hr/>
	1,122,707.21
ENG. & ADMIN.	179,633.15 ^{16%}
	<hr/>
	1,302,340.36

RESOLUTION NUMBER 23-034

RESOLUTION DECLARING COST TO BE ASSESSED,
AND ORDERING PREPARATION OF PROPOSED ASSESSMENT

WHEREAS, costs have been determined for the following project:

PROJECT ST-004: HALBUR ROAD RECONSTRUCTION PROJECT -- This project consisted of: reconstruction and utility replacement on Halbur Road from Michigan Street to Erie Road (CR 33); sanitary sewer and storm sewer will be replaced with a concrete paved surfacing. This project also included new curb & gutter, driveway aprons, and sewer services to the right-of-way.

AND WHEREAS, the price for such improvement is \$1,122,707, and the estimated expenses incurred in the making of such improvement amount to \$179,633, so that the total estimated cost of the improvement will be \$1,302,340.

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

1. The portion of the cost to be assessed against benefited property owners is declared to be approximately \$358,773. The portion of the cost to be paid by the Wastewater Fund is hereby declared to be approximately \$275,407. The portion of the cost of the project to be paid by MMU is hereby declared to be approximately \$20,181. The portion of the cost to be paid by the Surface Water Management Utility is hereby declared to be approximately \$291,210. The portion of the cost to be paid by the City (Ad Valorem) is hereby declared to be approximately \$356,769.
2. Assessments shall be payable in equal annual principal installments extending over a period of eight (8) years, the first of the installments to be payable on or before the first Monday in January, 2024, and shall bear interest at the rate of 4.1% per annum from the date of the adoption of the assessment resolution.
3. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and he shall file a copy of such proposed assessment in his office for public inspection.
4. The City Clerk shall upon the completion of such proposed assessment, notify the City Council thereof.

Passed and adopted by the City Council this 25th day of April, 2023.

Mayor

ATTEST:

City Clerk

This Instrument Drafted by: Jason R. Anderson, P.E.
Director of Public Works/City Engineer

RESOLUTION NUMBER 23-035 SECOND SERIES

RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT

WHEREAS, by a resolution passed by the Council on April 25, 2023, the City Clerk was directed to prepare a proposed assessment of the cost of the improvements for the following project:

PROJECT ST-004: HALBUR ROAD RECONSTRUCTION PROJECT -- This project consisted of: reconstruction and utility replacement on Halbur Road from Michigan Street to Erie Road (CR 33); sanitary sewer and storm sewer will be replaced with a concrete paved surfacing. This project also included new curb & gutter, driveway aprons, and sewer services to the right-of-way.

AND WHEREAS, the City Clerk has notified the City Council that such proposed assessment has been completed and filed in his office for public inspection.

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

1. A hearing shall be held on the 23rd day of May 2023 in the Council Chambers of City Hall located at 344 West Main Street to pass upon such proposed assessment, and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and he shall state in the notice the total cost of the improvement. He shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment to the City of Marshall, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. They may at any time thereafter, pay to the City of Marshall, the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before October 15 or interest will be charged through December 31 of the succeeding year.

Passed and adopted by the City Council this 25th day of April 2023.

Mayor

ATTEST:

City Clerk

This Instrument Drafted by: Jason R. Anderson, P.E.
Director of Public Works/City Engineer

Presenter:	Jason Anderson												
Meeting Date:	Tuesday, April 25, 2023												
Category:	NEW BUSINESS												
Type:	ACTION												
Subject:	Project ST-023: W. Lyon Street (College to 1st) Reconstruction Project – 1) Resolution Declaring Cost to Be Assessed and Ordering Preparation of Proposed Assessment; 2) Resolution for Hearing on Proposed Assessment												
Background Information:	The project included street and utility reconstruction of W. Lyon Street from College Drive to N. 1 st Street including: street, sidewalk, curb and gutter, driveways, water main, sanitary sewer, and sewer and water service lines to the right of way.												
Fiscal Impact:	<p>Attached please find a “Resolution Declaring Cost to be Assessed and Ordering the Preparation of the Proposed Assessment” for the project. The following is a breakdown of the proposed project funding. The costs shown below include 16% for engineering and administrative costs, for a total project cost of \$467,283. The following is a proposed breakdown of the project funding:</p> <table style="margin-left: 40px;"> <tr> <td>Wastewater Fund</td> <td style="text-align: right;">\$68,939</td> </tr> <tr> <td>MMU</td> <td style="text-align: right;">\$131,349</td> </tr> <tr> <td>Surface Water Management Utility</td> <td style="text-align: right;">\$14,718</td> </tr> <tr> <td>City Participation (Ad Valorem)</td> <td style="text-align: right;">\$185,078</td> </tr> <tr> <td>Assessed to Property Owners</td> <td style="text-align: right;"><u>\$67,199</u></td> </tr> <tr> <td>Total Project Amount</td> <td style="text-align: right;">\$467,283</td> </tr> </table> <p>Attached please find the “Resolution for Hearing on Proposed Assessment,” setting the hearing date for the proposed assessments on May 23, 2023, for the above-referenced project.</p> <p>Per the current Fee Schedule, the assessment interest rate is calculated using the most recent bond interest rate and adding 2% for administrative costs. Per Finance, the 2022A Bonding has a Net Interest Cost of 2.1% for the Street Improvements, plus 2%, results in a 4.1% interest rate for Special Assessments.</p> <p>The term of the assessment repayment is proposed by staff to be 8 years. The City has no formal written policy on the term but has followed an administrative past practice to generally match the assessment repayment to the bond repayment term. If the assessment is substantially higher in cases such as commercial assessments, it may be appropriate to increase the assessment repayment term. Alternatively, on smaller assessment projects consideration could be made to shorten the assessment term. One other item to note is that if additional principal is paid each year the interest is recalculated annually to address the payments. Therefore, there is no penalty for individuals to repay on a more accelerated schedule if they choose.</p>	Wastewater Fund	\$68,939	MMU	\$131,349	Surface Water Management Utility	\$14,718	City Participation (Ad Valorem)	\$185,078	Assessed to Property Owners	<u>\$67,199</u>	Total Project Amount	\$467,283
Wastewater Fund	\$68,939												
MMU	\$131,349												
Surface Water Management Utility	\$14,718												
City Participation (Ad Valorem)	\$185,078												
Assessed to Property Owners	<u>\$67,199</u>												
Total Project Amount	\$467,283												
Alternative/ Variations:	No alternative actions recommended.												

Recommendations:	<p>that the Council adopt RESOLUTION NUMBER 23-036, which provides for the “Resolution Declaring Cost to be Assessed and Ordering the Preparation of the Proposed Assessment” for Project ST-023: W. Lyon Street (College to 1st) Reconstruction Project.</p> <p>that the Council adopt RESOLUTION NUMBER 23-037, which provides for the “Resolution for Hearing on Proposed Assessment” for Project ST-023: W. Lyon Street (College to 1st) Reconstruction Project setting the hearing date on the proposed assessments for May 23, 2023.</p>
-------------------------	--

COST BREAKDOWN

Project ST-023: W Lyon Street Reconstruction Project (College to 1st)

CITY OF MARSHALL, MINNESOTA

Per Pay Request #4 (Final) dated 11/01/2022

ITEM	TOTAL	SPECIAL ASSESSMENTS	WASTEWATER FUND	MMU	Mn/DOT	SURFACE WATER MANAGEMENT UTILITY	AD VALOREM
SANITARY SEWER	\$30,669	\$7,998	\$22,671				
WATERMAIN	\$51,672	\$0		\$51,672			
STORM SEWER	\$8,052	\$0				\$8,052	
DRIVEWAY	\$4,886	\$2,549		\$0			\$2,337
SIDEWALK	\$0	\$0					\$0
STREET	\$372,004	\$56,652	\$46,268	\$79,677	\$0	\$6,666	\$182,741
TOTALS	\$467,283	\$67,199	\$68,939	\$131,349	\$0	\$14,718	\$185,078
% PARTICIPATION	100.0%	14.4%	14.8%	28.1%	0.0%	3.1%	39.6%

CONTRACT AMOUNT	402,830.25
CONTINGENCIES	0.00 ^{0%}
	<hr/> 402,830.25
ENG. & ADMIN.	64,452.84 ^{16%}
	<hr/> 467,283.09

RESOLUTION NUMBER 23-036

**RESOLUTION DECLARING COST TO BE ASSESSED,
AND ORDERING PREPARATION OF PROPOSED ASSESSMENT**

WHEREAS, costs have been determined for the following project:

PROJECT ST-023: W. LYON STREET (COLLEGE TO N. 1ST) RECONSTRUCTION PROJECT – The project included street and utility reconstruction of W. Lyon Street from College Drive to N. 1st Street including: street, sidewalk, curb and gutter, driveways, water main, sanitary sewer, and sewer and water service lines to the right of way.

AND WHEREAS, the price for such improvement is \$402,830, and the estimated expenses incurred in the making of such improvement amount to \$64,453, so that the total estimated cost of the improvement will be \$467,283.

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

1. The portion of the cost to be assessed against benefited property owners is declared to be approximately \$67,199. The portion of the cost to be paid by the Wastewater Fund is hereby declared to be approximately \$68,939. The portion of the cost of the project to be paid by MMU is hereby declared to be approximately \$131,349. The portion of the cost to be paid by the Surface Water Management Utility is hereby declared to be approximately \$14,718. The portion of the cost to be paid by the City (Ad Valorem) is hereby declared to be approximately \$185,078.
2. Assessments shall be payable in equal annual principal installments extending over a period of eight (8) years, the first of the installments to be payable on or before the first Monday in January, 2024, and shall bear interest at the rate of 4.1% per annum from the date of the adoption of the assessment resolution.
3. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and he shall file a copy of such proposed assessment in his office for public inspection.
4. The City Clerk shall upon the completion of such proposed assessment, notify the City Council thereof.

Passed and adopted by the City Council this 25th day of April, 2023.

Mayor

ATTEST:

City Clerk

This Instrument Drafted by: Jason R. Anderson, P.E.
Director of Public Works/City Engineer

RESOLUTION NUMBER 23-037

RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT

WHEREAS, by a resolution passed by the Council on April 25, 2023, the City Clerk was directed to prepare a proposed assessment of the cost of the improvements for the following project:

PROJECT ST-023: W. LYON STREET (COLLEGE TO N. 1ST) RECONSTRUCTION PROJECT – The project included street and utility reconstruction of W. Lyon Street from College Drive to N. 1st Street including: street, sidewalk, curb and gutter, driveways, water main, sanitary sewer, and sewer and water service lines to the right of way.

AND WHEREAS, the City Clerk has notified the City Council that such proposed assessment has been completed and filed in his office for public inspection.

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

1. A hearing shall be held on the 23rd day of May, 2023 in the Council Chambers of City Hall located at 344 West Main Street to pass upon such proposed assessment, and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and he shall state in the notice the total cost of the improvement. He shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment to the City of Marshall, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. They may at any time thereafter, pay to the City of Marshall, the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before October 15 or interest will be charged through December 31 of the succeeding year.

Passed and adopted by the City Council this 25th day of April, 2023.

Mayor

ATTEST:

City Clerk

This Instrument Drafted by: Jason R. Anderson, P.E.
Director of Public Works/City Engineer

Presenter:	E.J. Moberg
Meeting Date:	Tuesday, April 25, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider a Resolution Providing for the Issuance and Sale of the City’s GO Bond Series 2023A
Background Information:	<p>The issuance of the City’s General Obligation Bonds, Series 2023A in the principal aggregate amount of \$6,295,000 currently includes the following:</p> <ul style="list-style-type: none"> • Abatement Portion: \$600,000 <ul style="list-style-type: none"> ○ Parking Lot Improvements ○ City Park Improvements • Street Reconstruction Portion: \$3,680,000 <ul style="list-style-type: none"> ○ North 3rd St./ W. Lyon St. Downtown Reconstruction • Utility Revenue Portion: \$910,000 <ul style="list-style-type: none"> ○ Legion Field Stormwater Improvements • Airport Portion: \$1,105,000 <ul style="list-style-type: none"> ○ SRE Building <p>The resolution includes language that City staff may determine, in consultation with the Municipal Advisor and Bond Counsel, to adjust the Terms of Proposal to withdraw the Airport Bonds portion of the Bonds based on this Council’s concurrent or subsequent determination as to construction bids received in connection with the Airport Improvements.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	Approve Resolution Providing for the Issuance and Sale of the City’s GO Bond Series 2023A.

RESOLUTION 23-038

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES 2023A, IN THE ESTIMATED AGGREGATE PRINCIPAL AMOUNT OF \$6,295,000

BE IT RESOLVED by the City Council (the "Council") of the City of Marshall, Minnesota (the "City"), in regular meeting assembled:

1. Street Reconstruction Bonds.

(a) Pursuant to Minnesota Statutes, Chapter 475, as amended ("Chapter 475"), specifically Section 475.58, subdivision 3b (collectively, the "Street Reconstruction Act"), the City is authorized to issue general obligation bonds to finance street reconstruction and bituminous overlays, which may include: (i) utility replacement and relocation and other activities incidental to the street reconstruction; (ii) the addition or reconstruction of turn lanes, bicycle lanes, sidewalks, paths, and other improvements having a substantial public safety function; (iii) realignments and other modifications to intersect with state and county roads; and (iv) the local share of state and county road projects, but does not include, except in the case of (i) turn lanes, bicycles lanes, sidewalks, paths, or other safety improvements; (ii) realignments; (iii) intersection modifications; and (iv) the local share of state or county road projects, the portion of project costs allocable to widening a street or adding curbs and gutters where none previously existed.

(b) As a condition to the issuance of general obligation street reconstruction bonds, the City must adopt a street reconstruction or overlay plan that describes the street reconstruction or overlay to be financed, the estimated costs, and any planned reconstruction or overlay of other streets in the municipality over the next five years, and such plan and issuance of the street reconstruction bonds must be approved by a vote of a two-thirds majority of the members of the governing body present following a public hearing for which notice has been published in the official newspaper at least ten (10) days but not more than twenty-eight (28) days prior to the hearing.

(c) By resolution of the Council, adopted on April 11, 2023, the Council approved a five-year street reconstruction plan for the years 2023 through 2027 (the "Street Reconstruction Plan") prepared in compliance with the Street Reconstruction Act and the proposed issuance of general obligation bonds (the "Street Reconstruction Bonds"), in the maximum principal amount of \$3,700,000, to finance certain street reconstruction described in the Street Reconstruction Plan, including the project designated by the City as the N. 3rd St./W. Lyon St. Downtown Reconstruction Project (the "Street Reconstruction"), by a vote of at least two-thirds majority of the members of the Council present at the meeting following the duly noticed public hearing on that date.

(d) The City proposes to issue the Street Reconstruction Bonds in the estimated aggregate principal amount of \$3,680,000 to finance the Street Reconstruction, subject to the contingency described in subsection (e) below. The principal of and interest on the Street Reconstruction Bonds will be paid from revenues derived from the imposition of ad valorem property taxes.

(e) If a petition requesting a vote on the issuance of the Street Reconstruction Bonds, signed by voters equal to five percent (5%) of the votes cast in the last municipal general election,

is filed with the City Clerk within thirty (30) days after the date of the public hearing, the City may issue the Street Reconstruction Bonds only after obtaining approval of a majority of voters voting on the question at an election. The authorization to issue the Street Reconstruction Bonds is subject to expiration of the thirty (30) day period without the City's receipt of a qualified petition under the Street Reconstruction Act, or if a qualified petition is filed, upon the approving vote of a majority of the voters voting on the question of issuance of the Street Reconstruction Bonds.

2. Abatement Bonds.

(a) The City has determined to finance certain public improvements, including parking lot improvements and improvements to various city parks (Independence Park, Legion Field and the Amateur Sports Center) (the "Public Improvements").

(b) Under Chapter 475 and Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (collectively, the "Abatement Act"), the City is authorized to grant a property tax abatement on specified parcels in order to accomplish certain public purposes, including the provision or construction of public improvements such as the Public Improvements.

(c) Pursuant to a resolution adopted by the Council on April 11, 2023 (the "Abatement Resolution"), following a duly noticed public hearing, the Council approved 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.

(d) In the Abatement Resolution, the City found and determined that the Public Improvements benefit the Abatement Parcels, and that the maximum principal amount of bonds to be secured by Abatements (the "Abatement Bonds") does not exceed the estimated sum of Abatements from the Abatement Parcels for the term authorized under the Abatement Resolution.

(e) The City has determined to issue the Abatement Bonds in the estimated aggregate principal amount of \$600,000, pursuant to the Abatement Act, to provide financing for the Public Improvements. The principal of and interest on the Abatement Bonds will be paid from revenues derived from the imposition of the Abatements.

3. Utility Revenue Bonds.

(a) The City is authorized by Chapter 475 and Minnesota Statutes, Chapter 444, as amended (collectively, the "Utility Revenue Act") to issue general obligation bonds (the "Utility Revenue Bonds") to pay the costs of building, constructing, reconstructing, repairing, enlarging, and improving waterworks, sanitary sewer, and storm sewer systems of the City. The term "storm sewer" means storm sewer systems, including mains, holding areas and ponds, and other appurtenances and related facilities for the collection and disposal of stormwater.

(b) The City Council finds it necessary and expedient to the sound financial management of the affairs of the City to issue the Utility Revenue Bonds, in the estimated aggregate principal amount of \$910,000, pursuant to the Utility Revenue Act to finance the Legion Field stormwater improvements (the "Utility Improvements"). The principal of and interest on the Utility Revenue Bonds will be paid from net revenues of the wastewater and surface water systems of the City.

4. Airport Bonds.

(a) The City is authorized by Chapter 475 and Minnesota Statutes, Section 360.036, as amended (collectively, the “Airport Act”), to issue general obligation bonds to finance the costs of investigating, surveying, planning, acquiring, establishing, constructing, enlarging, or improving or equipping airports and other navigation facilities, and the sites therefor, including structures and other property incidental to their operation.

(b) No election is required to authorize the issuance of bonds under the Airport Act if such bonds are authorized by a resolution of the Council, adopted by a vote of not less than 60 percent (60%) of its members.

(c) It is necessary and expedient to the sound financial management of the affairs of the City to issue general obligation bonds in the estimated aggregate principal amount of \$1,105,000 (the “Airport Bonds”), pursuant to the Airport Act, to provide financing for certain improvements to the Southwest Minnesota Regional Airport (the “Airport”), including the construction of a new snow removal equipment (SRE) and maintenance equipment storage building (the “Airport Improvements”). The principal of and interest on the Airport Bonds will be paid from revenues derived from the imposition of ad valorem property taxes. The Airport Bonds may also be payable in part from net revenues obtained from the ownership, control, and operation of the Airport, including passenger facility charges and other revenues.

5. Sale of Bonds.

(a) It is necessary and expedient to the sound financial management of the affairs of the City to issue its General Obligation Bonds, Series 2023A (the “Bonds”), in the proposed aggregate principal amount of \$6,295,000, pursuant to the Street Reconstruction Act, the Abatement Act, the Utility Revenue Act, and the Airport Act to provide financing for the Street Reconstruction, the Public Improvements, the Utility Improvements, and the Airport Improvements and to pay capitalized interest and the costs of issuing the Bonds. The Bonds will be issued, sold, and delivered in accordance with the Terms of Proposal substantially in the form attached hereto as EXHIBIT A (the “Terms of Proposal”); provided that City staff may determine, in consultation with the Municipal Advisor and Bond Counsel (each, as defined below), to adjust the Terms of Proposal to withdraw the Airport Bonds portion of the Bonds based on this Council’s concurrent or subsequent determination as to construction bids received in connection with the Airport Improvements.

(b) The City is authorized by Minnesota Statutes, Section 475.60, subdivision 2(9) of to negotiate the sale of the Bonds, it being determined that the City has retained an independent municipal advisor in connection with such sale.

6. Authority of Municipal Advisor. Baker Tilly Municipal Advisors, LLC (the “Municipal Advisor”) is authorized and directed to negotiate the Bonds in accordance with the Terms of Proposal, subject to adjustment as provided in Section 5(a) of this resolution. The Council will meet at 5:30 P.M. on Tuesday, May 23, 2023, to consider proposals on the Bonds and/or take any other appropriate action with respect to the Bonds.

7. Authority of Bond Counsel. The law firm of Kennedy & Graven, Chartered, as bond counsel for the City (“Bond Counsel”), is authorized to act as bond counsel and to assist in the preparation and review of necessary documents, certificates and instruments relating to the Bonds. The officers, employees and agents of the City are hereby authorized to assist Bond Counsel in the preparation of such documents, certificates, and instruments.

8. Covenants. In the resolution awarding the sale of the Bonds the Council will set forth the covenants and undertakings required by the Street Reconstruction Act, the Abatement Act, the Utility Revenue Act, and the Airport Act, as applicable.

9. Official Statement. In connection with the sale of the Bonds, the officers or employees of the City are authorized and directed to cooperate with the Municipal Advisor and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

10. Reimbursement. The City has or may have incurred certain expenditures with respect to the Street Reconstruction, Public Improvements, Utility Improvements, and Airport Improvements (collectively, the “Improvements”) that were financed temporarily from other sources but are expected to be reimbursed with proceeds of the Bonds. The City hereby declares its intent to reimburse certain costs of the Improvements from proceeds of the Bonds (the “Declaration”). This Declaration is intended to constitute a declaration of official intent for purposes of Section 1.150-2 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended.

Passed and adopted this April 25, 2023.

CITY OF MARSHALL, MINNESOTA

Robert J. Byrnes
Mayor

Attest:

Steven Anderson
City Clerk

EXHIBIT A
Terms of Proposal

THE CITY HAS AUTHORIZED BAKER TILLY MUNICIPAL ADVISORS, LLC TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

\$6,295,000*

CITY OF MARSHALL, MINNESOTA

GENERAL OBLIGATION BONDS, SERIES 2023A

(BOOK ENTRY ONLY)

Proposals for the above-referenced obligations (the "Bonds") will be received by the City of Marshall, Minnesota (the "City") on Tuesday, May 23, 2023 (the "Sale Date") until 10:00 A.M., Central Time (the "Sale Time") at the offices of Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA"), 30 East 7th Street, Suite 3025, Saint Paul, MN 55101, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by the City Council at its meeting commencing at 5:30 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Baker Tilly MA will assume no liability for the inability of a bidder or its proposal to reach Baker Tilly MA prior to the Sale Time, and neither the City nor Baker Tilly MA shall be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the proposal is submitted.

(a) **Sealed Bidding.** Completed, signed proposals may be submitted to Baker Tilly MA by email to bids@bakertilly.com, and must be received prior to the Sale Time.

OR

(b) **Electronic Bidding.** Proposals may also be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all proposals submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the City, its agents, nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents, nor PARITY® shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The City is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY® is not an agent of the City.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this Terms of Proposal shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

*Preliminary; subject to change.

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. © 2023 Baker Tilly Municipal Advisors, LLC.

DETAILS OF THE BONDS

The Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing February 1, 2024. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature February 1 in the years and amounts* as follows:

The Bonds will mature February 1 in the years and amounts* as follows:

2025	\$575,000	2027	\$595,000	2029	\$625,000	2031	\$645,000	2033	\$680,000
2026	\$585,000	2028	\$600,000	2030	\$630,000	2032	\$660,000	2034	\$700,000

*The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Bonds or the amount of any maturity or maturities in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Bonds as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the City for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth above. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the proposal form.

BOOK ENTRY SYSTEM

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

REGISTRAR

The City will name the registrar which shall be subject to applicable regulations of the Securities and Exchange Commission. The City will pay for the services of the registrar.

OPTIONAL REDEMPTION

The City may elect on February 1, 2032, and on any day thereafter, to redeem Bonds due on or after February 1, 2033. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. In addition, the City will pledge (i) available tax abatement revenue for repayment of a portion of the Bonds, and (ii) net revenues of the City's Wastewater Treatment Facilities and Surface Water Management Funds for repayment of a portion of the Bonds. The proceeds of the Bonds, along with available City funds, will be used to finance (i) various improvement projects within the City, (ii) various improvements to the Southwest Minnesota International Airport, (iii) various park improvements, (iv) various street reconstruction projects pursuant to the City's 2023-2027 Street Reconstruction Plan, (v) various utility improvements, (vi) capitalized interest ; and (vii) the cost of issuance.

BANK QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BIDDING PARAMETERS

Proposals shall be for not less than \$6,232,050 plus accrued interest, if any, on the total principal amount of the Bonds.

No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

ESTABLISHMENT OF ISSUE PRICE

In order to provide the City with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Purchaser will be required to assist the City in establishing the issue price of the Bonds and shall complete, execute, and deliver to the City prior to the closing date, a written certification in a form acceptable to the Purchaser, the City, and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the "public" (as said term is defined in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price. Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by Baker Tilly MA.

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

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

Any bid submitted pursuant to this Terms of Proposal shall be considered a firm offer for the purchase of the Bonds, as specified in the proposal. The Purchaser shall constitute an "underwriter" as said term is

defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Bonds.

If all of the requirements of a "competitive sale" are not satisfied, the City shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Purchaser shall advise the City and Baker Tilly MA if 10% of any maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which it was sold. The City will treat such sale price as the "issue price" for such maturity, applied on a maturity-by-maturity basis. The City will not require the Purchaser to comply with that portion of the Regulation commonly described as the "hold-the-offering-price" requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the City will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the City and Baker Tilly MA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the City and Baker Tilly MA notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Bonds or until all of the Bonds of a maturity have been sold.

GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the City in the amount of \$62,950 (the "Deposit") no later than 1:00 P.M., Central Time on the Sale Date. The Purchaser shall be solely responsible for the timely delivery of its Deposit, and neither the City nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the City may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

A Deposit will be considered timely delivered to the City upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Baker Tilly MA following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the City and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted proposal, said amount will be retained by the City.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the City. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The City will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the City determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

The City has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City. All costs associated with the

issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the City) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Bonds.

CUSIP NUMBERS

If the Bonds qualify for the assignment of CUSIP numbers such numbers will be printed on the Bonds; however, neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Bonds. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

SETTLEMENT

On or about June 22, 2023, the Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Kennedy & Graven, Chartered of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the City, or its agents, the Purchaser shall be liable to the City for any loss suffered by the City by reason of the Purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

In accordance with SEC Rule 15c2-12(b)(5), the City will undertake, pursuant to the resolution awarding sale of the Bonds, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Official Statement. The Purchaser's obligation to purchase the Bonds will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Bonds.

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds, and said Preliminary Official Statement has been deemed final by the City as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For an electronic copy of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, Baker Tilly Municipal Advisors, LLC, by telephone (651) 223-3000, or by email bids@bakertilly.com. The Preliminary Official Statement will also be made available at <https://connect.bakertilly.com/bond-sales-calendar>.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Bonds, together with any other information required by law. By awarding the Bonds to the Purchaser, the City agrees that, no more than seven business days after the date of such award, it shall provide to the Purchaser an electronic copy of the Final Official Statement. The City designates the Purchaser as its agent for purposes of distributing the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the City, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated April 25, 2023

BY ORDER OF THE CITY COUNCIL

/s/ Sharon Hanson
City Administrator

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 compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of the City, duly called and held on April 25, 2023, insofar as such minutes relate to the issuance and sale of the City’s General Obligation Bonds, Series 2023A, in the estimated aggregate principal amount of \$6,295,000.

WITNESS my hand this ____ day of _____, 2023.

CITY OF MARSHALL, MINNESOTA

Steven Anderson
City Clerk



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, April 25, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Appointments to Various Boards, Commission, Bureaus, and Authorities.
Background Information:	<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>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	To make recommendations and affirm appointments to the various Boards, Commissions, Bureaus, and Authorities.



CITY OF MARSHALL ANNOUNCES OPENINGS ON THE FOLLOWING COMMISSIONS/BOARDS/AUTHORITIES

Adult Community Center Commission

(1) Vacant position to expire 5/31/26

Airport Commission

(2) Upcoming positions to expire 5/31/26

Cable Commission

(2) Vacant positions to expire 5/31/25

(2) Upcoming positions to expire 5/31/26

(1) Vacant position to expire 5/31/24

Community Services Advisory Board

All positions currently filled.

Convention and Visitors Bureau

All positions currently filled.

Diversity, Equity, and Inclusion Commission

(3) Upcoming positions to expire 5/31/26

Economic Development Authority

All positions currently filled.

Library Board

(1) Upcoming position to expire 12/31/23

Marshall Municipal Utilities Commission

(1) Upcoming position to expire 5/31/23

MERIT Center Commission

(2) Vacant positions to expire 12/31/25

Planning Commission

(1) Vacant position to expire 5/31/25

(2) Upcoming positions to expire 5/31/26

Police Advisory Board

All positions currently filled.

Public Housing Commission

All positions currently filled.

These positions represent an opportunity for interested residents of Marshall to become more involved in local government activities. Positions are nonpaying. Interested residents can obtain additional information and applications from the City Clerk by calling 507-537-6760 or at the following website: www.ci.marshall.mn.us. Appointments will be made by the Mayor and City Council as set forth in policy statements.

Mayor & City Council
City of Marshall

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, April 25, 2023
Category:	COUNCIL REPORTS
Type:	INFO
Subject:	Commission/Board Liaison Reports
Background Information:	<p>Byrnes - Fire Relief Association and Regional Development Commission</p> <p>Schafer – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p>Meister – Adult Community Center, Cable Commission, Economic Development Authority</p> <p>Schroeder – Economic Development Authority, Planning Commission, Public Housing Commission</p> <p>Alcorn – Community Services Advisory Board, MMU Commission</p> <p>Moua-Leske – Convention & Visitors Bureau; Diversity, Equity & Inclusion Commission; Library Board</p> <p>Lozinski – Marshall Area Transit Committee, Joint LEC Management Committee, Police Advisory Board</p>
Fiscal Impact:	
Alternative/Variations:	
Recommendations:	

PUBLIC HOUSING COMMISSION
202 N. FIRST STREET
MARSHALL, MN 56258
April 10th, 2023
3:30 P.M. BOARD MEETING

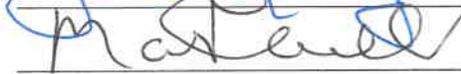
Introduce New Board Member, Tanisha Juarez

1. Call to Order:
2. Roll Call:
3. Approval of Previous Meeting Minutes: March 13th, 2023
4. Reports:
 - A. **Four** Month report for Operating Statement for FY 2023
 - B. Accounts Receivable/Payable.
 - C. Occupancy/ Maintenance Report
5. CFP - 2021. Final Documentation.
2022 – CFP. Bid Advertisement in Paper on Thursday the 6th.
See e-mail on Pre-Bid and Bid Opening.
6. New Business:
 - A. Washer / Dryer Update. Payment.
 - B. Board Contact Information Sheet.
 - C. Information on Main Drain at Parkview, Liner or replacement.
 - D. Letter from Layers Office on recovering fees.
 - E. Notice of Intent to Vacate.
 - F. Approve Resolution 23-05, Amended PHC Lease, Unit Deposits and Ceiling Rents.
 - G.. Approve Resolution 23-06, Audited Financial Statement.
 - H. Real Estate Assessment Center Letter
 - I. Information from Fee Accountant on Audit Report.
7. Executive Director Items:
 - A. CFP Annual Meeting @ 3;30 p.m.
8. Commissioner Items:
 - A.
9. Date and Time for Next Regular Meeting, May 8th, 2023. 3:30 p.m.
10. ADJOURN TIME

Public Housing Commission
Of the City of Marshall
PARKVIEW APARTMENTS
Minutes of the Meeting of
February 13th, 2023

Due to the Executive Director being sick and a huge snowstorm, the February regular Board meeting was canceled until the March Meeting to be held March 13th, 2023.

Board Chair.

 3-13-31
 3-13-31
Mark Farrell, Executive Director

**PUBLIC HOUSING COMMISSION
OF THE CITY OF MARSHALL
PARKVIEW APARTMENTS**

Minutes of the Meeting of
January 9th, 2023

Meeting called to Order: 3:35 P.M. by Chair Reilly.

Members Present: Farrell, Reilly, Rickgarn,
Knoben, Knutson

Absent: None

MOTION by Knoben, seconded by Knutson, to approve the minutes of the November 14th, 2022 meeting. All voted in favor, Motion passed. Motion by Knoben, second by Knutson to approve the minutes of the December 29th, 2022 meeting. All voted in favor, Motion passed.

REPORTS:

One Month Operating Statement for FYE 23 was reviewed by the Board. Motion by Knoben, second by Knutson to approve the monthly report. All voted in Favor, Motion passed to approve the report. Chair signed report.

Account Receivable/Payable: One month of reports were reviewed; several items were pointed out and discussed to the Board by the Director, including checks from # 021018 to # 021059 in the amount of \$ 64,006.76 Motion by Knoben, second by Rickgarn, to approve the report.

Occupancy Report: Currently working with several applicants for Parkview, and Family Units. Detailed Maintenance report included.

CFP-2021. Review Parking Lot Punch List Items.

New Business:

- A. Washer /Dryer Update-payment.
- B. Meeting in St. Peter on HDS/Doorways software.12/08/2022. Information from Kanso Software, price on Doorways Software.
- C. HUD letter on Audit for September Year End 2021.
- D. REAC Certification of Statement on Unaudited Submission for FYE 2022.
- E. Tile squares and glue have been delivered to Parkview.
- F. Motion by Knutson, second by Reilly to change the unit deposit amounts effective March 1,2023. All voted in favor, Motion Passed.

Board Items:

Next Meeting: February 13th, 2023 3:30 p.m. Community Room.

Chairperson Reilly Declared the meeting adjourned at 4:25 p.m.

Mark Farrell, Executive Director

Jana Reilly
Board Member

Public Housing Commission
Of the City of Marshall
PARKVIEW APARTMENTS
Minutes of the Meeting of
December 29th, 2022

Due to a lack of Quorum, the Chairman Reilly declared the December 29th, 2022 regular Board meeting canceled.
Due to a light agenda, and no pressing items, all December Agenda items will be added to the January meeting.

Board Chair.

Java Reilly 1-9-23
Mark Farrell

Mark Farrell, Executive Director

**PUBLIC HOUSING COMMISSION
OF THE CITY OF MARSHALL
PARKVIEW APARTMENTS**

Minutes of the Meeting of
November 14th, 2022

Meeting called to Order: 3:32 P.M. by Chair Reilly.

Members Present: Farrell, Reilly, Rickgarn, Sailer,
DeCramer, Knobon, Knutson

Absent: None

MOTION by Knutson, seconded by Knobon, to approve the minutes of the October 17th, 2022 meeting. All voted in favor, Motion passed.

REPORTS:

(No Report) Month Operating Statement for FYE 22 was reviewed by the Board. Motion by , second by to approve the monthly report. All voted in Favor, Motion passed to approve the report. Chair signed report.

Account Receivable/Payable: One month of reports were reviewed; several items were pointed out and discussed to the Board by the Director, including checks from # 020967 to # 021016 in the amount of \$ 78,697.59 Motion by Knobon, second by Sailer, to approve the report.

Occupancy Report: Currently working with several applicants for Parkview, and Family Units. Detailed Maintenance report included.

CFP-2021. Review Parking Lot Punch List, Picture of oil on south side of garage.

New Business:

- A. Washer /Dryer Update-payment.
- B. Meeting in St. Peter on HDS/Doorways software.12/08/2022.
- C. Motion by Knutson, second by Reilly to approve Resolution # 23-02, Unaudited Financial Statements for FYE 09/30/2022.
- D. All voted in Favor, Motion passed.

Board Items:

Next Meeting: **December 29th, 2022 3:30 p.m. Brau Brothers.**

Chairperson Reilly Declared the meeting adjourned at 4:05 p.m.

Mark Farrell, Executive Director

Jana Reilly
Board Member

1-9-23

**MINUTES OF THE
MARSHALL PLANNING COMMISSION MEETING
APRIL 12, 2023**

MEMBERS PRESENT: Deutz, Doom, Stoneberg, Lee and Muchlinski

MEMBERS ABSENT: Pieper

OTHERS PRESENT: Jason Anderson, Ilya Gutman, and Amanda Schroeder

1. The meeting was called to order by Chairperson Lee. She asked for the approval of the minutes of the March 8, 2023, regular meeting of the Marshall Planning Commission. Doom MADE A MOTION, SECOND BY Deutz, to approve the minutes as written. ALL VOTED IN FAVOR OF THE MOTION.

2. Gutman explained this area has been recently annexed into the city and is currently zoned A – Agricultural District. Solar panels are a Conditional Use Permit in an A – Agricultural District. Staff believe all standards for hearing are met. Staff recommends approval to the City Council of the request by the Western MN Municipal Power Agency for a Conditional Use Permit to have solar panels in an A – Agricultural District at 1200 North 7th Street with the following standard conditions. 1. That the regulations, standards, and requirements as set forth in the City Code and as pertain to the class of district in which such premises are located shall be conformed with. 2. That the City reserves the right to revoke the Conditional Use Permit if any person has breached the conditions contained in this permit provided that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable time in which to repair such default. 3. That the property is maintained to conform to the Zoning Code and not cause or create negative impacts to adjacent existing or future properties. Luke Gildemeister, from US Solar Corporation, of 100 N 6th St Suite 410 B Minneapolis, MN explained the project to construct a solar system on 51.5 acres. He went over the location of the protect and the neighbors in the area. There will be approximately 21,222 panels on the site. The highest the panels will ever get is 10 ft. The proposed fence is similar to a farm fence and will be 8 ft tall without any barbed wire. There will be a new access road. Once the project is completed and operational, there will be no noise or odor. He explained in detail the location, neighborhood, the panels, all site equipment, and safety items. Muchlinski asked what the lifespan is of the panels. Gildemeister advised it is a 30-year period with the ability to last longer. Tony Mead, with MMU, added that he is here to advise they are in support of this project. Muchlinski MADE A MOTION, SECOND BY Stoneberg to close the public hearing. ALL VOTED IN FAVOR OF THE MOTION. Doom added that we have gone over all the ordinance requirements, and everything has been addressed and it meets all the requirements. Doom MADE A MOTION, SECOND BY Deutz to recommend to City Council as recommended by staff.

3. Gutman advised this section was amended several years ago to allow a single shipping container in a general business district as an interim use permit. This change was a result of a specific request since prior to that shipping containers were not permitted in business districts. However, after some conversations – internal and external – staff concluded that a limitation of just one shipping container may be relaxed because the ordinance requires a fencing around to mask them from public right of way anyway, and, on the other hand, also allows open storage behind fences. The proposed change will limit the total area of containers rather than the number of them, with suggested number being an equivalent of three 40’ x 8’ containers; a limitation of the area as a

--UNAPPROVED --

percentage of the building area on site will allow avoiding multiple containers placed next to smaller buildings, which would look disproportionate. This will also encourage owners to build an addition if a larger storage area is desired. Additionally, the change will allow storage units other than standard shipping containers, again, due to the reason they will be fenced off anyway and will not be visible. These changes have been presented at the Legislative & Ordinance Committee April 4, 2023, and recommended for approval. Muchlinski questioned the setbacks. Gutman clarified storage units will not be placed in front yards and that there would be fence coverage. Muchlinski MADE A MOTION, SECOND BY Deutz to recommend to City Council as recommended by staff.

4. A MOTION WAS MADE BY Deutz, SECOND BY Stoneberg to adjourn the meeting. ALL VOTED IN FAVOR. Chairperson Lee declared the meeting adjourned.

Respectfully submitted,
Chris DeVos, Recording Secretary



MARSHALL

Applicant Name	Location	Description of Work	Valuation	Approved Date.
Angie Olson	112 6TH ST S	Re-Roofing	447,611.09	04/13/2023
HEARTLAND MECHANICAL INC	1106 COBBLESTONE CR	Both - New building AND Air Conditioning, Furnace	0.00	04/12/2023
INDEPENDENT LUMBER OF MARSHALL	1408 FLOYD WILD DR, 1408 FLOYD WILD DR	Doors, Windows	8,500.00	04/06/2023
KAUKAUNA OF MINNESOTA LLC	1406 COLLEGE DR E	Interior Remodeling - ANY Work Inside, Except Fireplace	375,000.00	04/18/2023
KEVIN GOSLAR TRIO PLUMBING & H	1001 PARIS RD	HVAC - Air Conditioning, Furnace	7,750.00	04/17/2023
LAKE COUNTRY MECHANICAL INC	1406 COLLEGE DR E	HVAC - [Duct, Hood & Fan]	0.00	04/18/2023
LAKE COUNTRY MECHANICAL INC	1406 COLLEGE DR E	Plumbing - Interior remodeling	0.00	04/18/2023
MARSHALL LUMBER CO	306 OSLO AV	New Building/House	250,000.00	04/18/2023
Michael Slagel	106 C 5TH ST S, 106 C 5TH ST S	Building Addition, Re-Siding	15,000.00	04/14/2023
New Horizons Crisis Center	349 MAIN ST W	Window Sign	279.80	04/14/2023
R & G CONSTRUCTION	1106 COBBLESTONE CR	New Building/House	700,000.00	04/12/2023

2023 Regular Council Meeting Dates

2nd and 4th Tuesday of each month *(Unless otherwise noted)*

5:30 P.M.

City Hall, 344 West Main Street

January

1. January 10, 2023
2. January 24, 2023

February

1. February 14, 2023
2. February 28, 2023

March

1. March 14, 2023
2. March 28, 2023

April

1. April 11, 2023
2. April 25, 2023

May

1. May 9, 2023
2. May 23, 2023

June

1. June 13, 2023
2. June 27, 2023

July

1. July 11, 2023
2. July 25, 2023

August

1. August 08, 2023
2. August 22, 2023

September

1. September 12, 2023
2. September 26, 2023

October

1. October 10, 2023
2. October 24, 2023

November

1. November 14, 2023
2. November 28, 2023

December

1. December 12, 2023
2. December 26, 2023

2023 Uniform Election Dates

- February 14, 2023
- April 11, 2023
- May 9, 2023
- August 08, 2023
- November 07, 2023

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.



Upcoming Meetings

April

- 04/25 Ways and Means Committee, 12:45 PM, City Hall
- 04/25 Public Improvement and Transportation Committee, 3:00 PM, City Hall
- 04/25 Interviews for Various Boards, Commissions, Bureaus, & Authorities, 4:15 PM, City Hall
- 04/25 Local Board of Appeal and Equalization Reconvene-as needed, 5:00 PM, City Hall
- 04/25 Regular Meeting, 5:30 PM, City Hall

May

- 05/09 Regular Meeting, 5:30 PM, City Hall
- 05/23 Regular Meeting, 5:30 PM, City Hall