



CITY OF MARSHALL
City Council Meeting
Agenda
Tuesday, March 26, 2024 at 5:30 PM
City Hall, 344 West Main Street

OPENING ITEMS

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

APPROVAL OF AGENDA

APPROVAL OF MINUTES

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

PUBLIC HEARING

3. Vacation of Utility Easement in Minnesota Corn Processors Industrial Park 1st Addition -- 1) Public Hearing on Resolution Granting Petition to Vacate; 2) Consider Resolution Granting Petition to Vacate
4. Granting Final Approval of the Issuance of Conduit Revenue Bonds for the Benefit of Foundation for Innovation in Education and Southwest West Central Service Cooperative – 1) Public Hearing; 2) Consider Resolution Providing Approval

AWARD OF BIDS

5. Project WW-005: Highway 23 Lift Station Improvements Project-Phase IV Wet Well Renovation - Consideration Award of Bid
6. Consider Authorization to Purchase Drag Line Hose Cart for Wastewater Department
7. Consider Authorization to Purchase Stump Grinder for Street Department
8. Consider Authorization to Submit MnDOT Grant Request Letter and Purchase Skid Loader for Airport
9. Project ST-001-2024: Chip Sealing on Various City Streets - Consider Resolution Accepting Bid (Award Contract)
10. Project ST-002-2024: Bituminous Overlay on Various City Streets – Consider Resolution Accepting Bid (Awarding Contract)

CONSENT AGENDA

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

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

15. Consider the Request for a Variance Adjustment Permit for a Reduced Front Yard Setback at 608 Adobe Road
16. Project ST-007: UCAP Bus Shelter Project - Memorandum of Understanding (MOU) Between Community Transit of United Community Action Partnership (UCAP) and the City of Marshall
17. Project PK-015: Independence Park Parking Lot – Consider Authorization to Advertise for Bids
18. Consider Authorization to Submit Grant Application for Design of Intersection Safety Improvements at TH23 & Tiger Drive

COUNCIL REPORTS

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

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

STAFF REPORTS

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

INFORMATION ONLY

- [24.](#) Planning Commission Minutes
- [25.](#) Marshall Capstone Endowment Fund Information
- [26.](#) Building Permits

MEETINGS

- [27.](#) Upcoming Meetings

ADJOURN



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, March 26, 2024
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider Approval of the Minutes from the Regular Meeting Held on March 12th
Background Information:	Enclosed are the minutes from the previous meetings.
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 meeting held on March 12th be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL
CITY COUNCIL MEETING
M I N U T E S
Tuesday, March 12, 2024**

The regular meeting of the Common Council of the City of Marshall was held March 12, 2024, at City Hall, 344 West Main Street. The meeting was called to order at 5:30 P.M. by Councilmember James Lozinski. In addition to Lozinski the following members were in attendance: Amanda Schroeder, John Alcorn, See Moua-Leske and Steve Meister. Absent: Mayor Robert Byrnes and Craig Schafer. Staff present included: Sharon Hanson, City Administrator; Pamela Whitmore, City Attorney (via Zoom); Jason Anderson, Director of Public Works/ City Engineer; E.J. Moberg, Director of Administrative Services; and Steven Anderson, City Clerk.

Consider Approval of the Minutes from the Regular Meeting Held on February 27th

There were no requested amendments to the minutes.

Motion made by Councilmember Moua-Leske, Seconded by Councilmember Alcorn to approve the minutes as submitted. Voting Yea: Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Issuance of Revenue Bonds by the South Dakota Health and Educational Facilities Authority for Avera Health to Finance a Project Located in the City of Marshall – 1) Public Hearing; 2) Consider Resolution Providing Host Approval for Issuance

E.J. Moberg presided over the public hearing. Avera Health planned to remodel, renovate, and equip certain health care facilities located in the city owned by Avera Marshall, an affiliate of Avera Health and a Minnesota nonprofit corporation, through the issuance by the South Dakota Health and Educational Facilities Authority of one or more series of revenue bonds, of which an amount not to exceed \$3,000,000 will be applied to finance the Project. Since the Project to be financed by the bonds were in the city, Section 147(f) of the Internal Revenue Code of 1986, and regulations promulgated thereunder, require that prior to the issuance of the bonds the city, after conducting a public hearing must provide approval. The city was being asked to provide “host approval” for the issuance of tax-exempt conduit revenue bonds by the South Dakota Health and Educational Facilities Authority. With all conduit revenue bonds, the city has no obligation to pay the bonds even if the project encounters financial difficulties. The issuance of the bonds by the South Dakota Authority will not impact the city whatsoever. The Tax Equity and Fiscal Responsibility Act (TEFRA) hearing is an IRS requirement for any nonprofit borrower seeking tax-exempt bonds through a conduit issuer. The hearing is held to allow members of the public to comment, contest, oppose, or support the use of tax-exempt bonds for a non-profit borrower that is providing a public benefit. Avera Marshall has completed the City’s application for tax exempt financing and returned the completed form with a non-refundable application fee to the Director of Administrative Services. Christy Coudron and Tracy Deutz (VP Operations at Marshall) were in attendance on behalf of Avera Marshall. Kendall Kliewer representing Avera Health was also in attendance via Zoom. Tracy Deutz informed those in attendance that all the bonding money for Avera as a whole was still being planned but specifically for Marshall the money would be used for a pharmacy renovation.

Motion made by Councilmember Schroeder, Seconded by Councilmember Moua-Leske to close the public hearing. Voting Yea: Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Motion made by Councilmember Schroeder, Seconded by Councilmember Alcorn to adopt Resolution 24-027 providing host approval for the issuance of revenue bonds for Avera Health. Voting Yea: Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Project ST-010: Lyon Circle Reconstruction Project - 1) Public Hearing on Improvement; 2) Consider Resolution Ordering Improvement and Preparation of Plans; 3) Consider Resolution Approving Plans and Specifications and Ordering Advertisement for Bids

Project ST-010 consisted of reconstruction of the street, curb, gutter, and utility replacement work. The sanitary sewer

Item 2.

Lyon Circle and E. Lyon Street. Pavement removal, aggregate base, concrete valley gutter, and bituminous surfacing would also occur. Lyon Circle had been included in the 2024 Capital Improvement Plan for complete reconstruction. The newly constructed road would be narrower than the current circle, a reflection of the very low traffic demand for the dead-end circle. A public informational meeting was held on January 18, 2024. Notices were mailed to all owners and no property owners attended the meeting. To proceed with the project, adoption of the resolution ordering improvement required a “super-majority” vote, meaning the Council can only adopt the resolution by a four-fifths vote of all members of the Council. The engineer’s estimate for the construction portion of the project was approximately \$225,800. The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs is approximately \$275,000. All improvements would be assessed according to the current Special Assessment Policy, including but not limited to participation from Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem.

Motion made by Councilmember Meister, Seconded by Councilmember Alcorn to close the public hearing. Voting Yea: Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Motion made by Councilmember Moua-Leske, Seconded by Councilmember Alcorn to adopt Resolution 24-028 ordering the improvement and preparation of plans for project ST-010. Voting Yea: Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Motion made by Councilmember Schroeder, Seconded by Councilmember Moua-Leske to adopt Resolution 24-029 approving plans and specifications and ordering advertisement for bids for project ST-010. Voting Yea: Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Approval of the Consent Agenda

No requests were made to remove an item from the consent agenda for additional discussion.

Motion made by Councilmember Meister, Seconded by Councilmember Schroeder to approve the items on the consent agenda. Voting Yea: Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

- Consider Approval of Event and Recurring Use Contracts for Use at the Adult Community Center
- Vacation of Utility Easement in Minnesota Corn Processors Industrial Park 1st Addition -- Receive Petition for Vacation and Call for Public Hearing
- Consider Requests of Shades of the Past Car Club – May 31, 2024, Cruise and June 1, 2024, Car Show
- Approval of Service Agreement for Concessionaire at Amateur Sports Complex
- Liberty Park Bandshell Project - Approve Resolution of Support to Apply for Minnesota DNR Outdoor Recreation Grant
- Consider Approval of the Bills/Project Payments

Channel Parkway Addition - 1) Approval of Preliminary Plat; 2) Resolution Approving the Final Plat

The Economic Development Authority had been working with the Southwest West Central Service Cooperative (SWWC) to determine a new location for the agency’s administrative offices. SWWC was in the former Market Street Mall and had explored several relocation and redevelopment opportunities. It was determined that a new facility would best meet the needs of the organization, including the addition of training facilities for staff and the community. SWWC’s proposal included the construction of a 16,000 sq ft facility on the city-owned property located near Parkway Addition at the corner of London Road and Channel Parkway. SWWC employed 459 people with 52 staff on-site in Marshall and encompasses an 18-county service area. SWWC supports schools, cities, counties, and government

agencies with educational and administrative services. Which included learning centers, special education services, enrichment programming, professional development, and technology services. The property that is being considered for development was located at the intersection of Channel Parkway and London Road. Creation of a parcel for this proposed development required a platting process because that land had never been platted and City Ordinance required land to be platted prior to the subdivision and sale of land. Per city ordinance public hearings on preliminary plats are now conducted at a Planning Commission meeting instead of at the City Council meeting. At their meeting on February 14, all voted in favor of the preliminary plat.

Motion made by Councilmember Schroeder, Seconded by Councilmember Moua-Leske to approve the preliminary plat of Channel Parkway Addition. Voting Yea: Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Motion made by Councilmember Meister, Seconded by Councilmember Alcorn to adopt Resolution 24-031 approving the final plat of Channel Parkway Addition. Voting Yea: Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Consider Resolutions Providing for the Issuance and Sale of General Obligation Bonds, Series 2024A and General Obligation Grant Anticipation Notes, Series 2024B

This series was proposed to include Street Reconstruction Bonds (South Whitney project), Abatement Bonds (parks projects at Legion Field and Independence Park), Improvement Bonds (Lyon Circle), and Airport Bonds (instrument landing system and snow removal equipment building). The resolution included authority provided to staff, the City’s Municipal Advisor (BakerTilly) and the City’s Bond Counsel (Kennedy & Graven) for the Council to consider proposals on the bonds and/or take any other appropriate action with respect to the Bonds at 5:30 PM on Tuesday, April 9, 2024. Staff continued to work with BakerTilly and new bond amounts were provided for series 2024A. The amount provided in the packet of \$3,785,000 had been changed to \$3,875,000 with bond allocations as follows:

- Street Reconstruction: \$1,570,000
- Airport: \$1,415,000
- Abatement: \$600,000
- Improvement: \$290,000

For series 2024B the need for the grant anticipation notes was because of the need to wait for receipt of state and federal grants for various projects. The projects would need to be paid for before funding would be available. Councilmember Lozinski asked if the interest would need to be paid entirely by the city or would there be any payback from the Feds for having to float the money until the grant money comes in. Moberg agreed that the city would end up absorbing the interest payment to ensure the projects stayed on track. Projected interest for the bonds was 3.22%.

Motion made by Councilmember Meister, Seconded by Councilmember Moua-Leske to adopt Resolution 24-032 for the issuance and sale of GO Bonds Series 2024A with revised estimated aggregate principal amount of \$3,875,00 and adopt Resolution 24-033 issuance and sale of GO grant anticipation notes Series 2024B. Voting Yea: Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Commission/Board Liaison Reports

Byrnes Absent.

Schafer Absent.

Meister No report.

Schroeder The Housing Commission discussed their five-year capital fund program and planned to remove sheds and add garages at four locations and replace doors at one location

Alcorn	No report.
Moua-Leske	The library discussed their strategic planning. The library had 90k visitors last year and were glad to report are fully staffed again.
Lozinski	Absent.

Councilmember Individual Items

Councilmember Meister requested that Administrator Hansen provide an update on North Memorial Ambulance and urged citizens to please clean up after their animals while out walking.

City Administrator

The city had been in contact with North Memorial and had scheduled a meeting to discuss their request to go from a Full Time Advanced Life Support to a Part Time Advanced Life Support license. 10 objections were received by the Emergency Medical Services Regulatory Board (EMSRB). If North Memorial cannot resolve the objections, an administrative law judge would be assigned, and a public hearing would be held in Marshall. Councilmember Lozinski asked for clarification on full-time vs part-time. Councilmember Meister explained that many of the ambulance services in the area have basic life support and would be unable to intubate (breathing tube into lungs), ventilate or give certain drugs to a patient. A physician/nurse/paramedic would need to be present in the ambulance to perform anything above basic life support.

Director of Public Works/City Engineer

A bid opening was planned to occur on March 13th for the Highway 23 Lift Station project. March 21st would be bids for chip sealing. Assistant City Engineer Eric Hanson and Anderson would be attending an awards banquet from the concrete paving association.

City Attorney

No report.

Administrative Brief

There were no questions or comments on the Administrative Brief.

Information Only

There were no questions or comments on the Information Only items.

Upcoming Meetings

There were no questions or comments on the Upcoming Meetings.

Adjourn

At 6:03 PM Motion made by Councilmember Moua-Leske, Seconded by Councilmember Schroeder to adjourn the meeting. Voting Yea: Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Attest:

Steven Anderson, City Clerk

Robert Byrnes, Mayor

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, March 26, 2024
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Vacation of Utility Easement in Minnesota Corn Processors Industrial Park 1 st Addition -- 1) Public Hearing on Resolution Granting Petition to Vacate; 2) Consider Resolution Granting Petition to Vacate
Background Information:	<p>A signed petition for vacation of a utility easement has been received from the owners of all the real property that includes the proposed area for utility easement.</p> <p>A map of the petitioned vacation area is attached.</p> <p>The purpose of the vacation is for the construction of the Solugen facility.</p> <p>A copy of the procedure for vacation of streets by resolution, included in Sec. 62-4 of the Marshall Code of Ordinances, is also attached.</p> <p>All utility companies were contacted regarding the proposed vacation and receipt of requirements, if any, have been incorporated as required.</p>
Fiscal Impact:	Property owner to reimburse the City for all costs associated with the vacation.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	<p>Recommendation No. 1: that the Council close the public hearing.</p> <p>Recommendation No. 2: 2) that the Council adopt RESOLUTION NUMBER 24-034, which is the Resolution Granting a Petition for Vacation of a Utility Easement.</p>

RESOLUTION NUMBER 24-034

**RESOLUTION GRANTING A PETITION FOR
VACATION OF A UTILITY EASEMENT
IN THE CITY OF MARSHALL**

WHEREAS, a petition for vacation of a utility easement has been received from the owners of all the real property that includes the proposed area for utility easement in the City of Marshall, County of Lyon, State of Minnesota, shown on the map in Exhibit A and legally described in Exhibit B, to-wit;

AND WHEREAS, such petition was ordered to be filed for record with the City Administrator and a hearing ordered on such petition;

AND WHEREAS, a public hearing was held on March 26, 2024 before the City Council on such petition after due published and posted notice had been given on March 15, 2024, and all persons interested were given an opportunity to be heard.

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

1. The Mayor and City Clerk/Financial Director hereby resolve the granting of the petition for vacation of the utility easements located in the City of Marshall, County of Lyon, State of Minnesota, as legally described above.
2. A copy of this resolution, after the same shall go into effect, duly certified by the City Administrator, shall be filed for record and duly recorded in the office of the Registrar of Deeds in and for Lyon County, Minnesota.

Passed and adopted by the Council this 26th day of March, 2024.

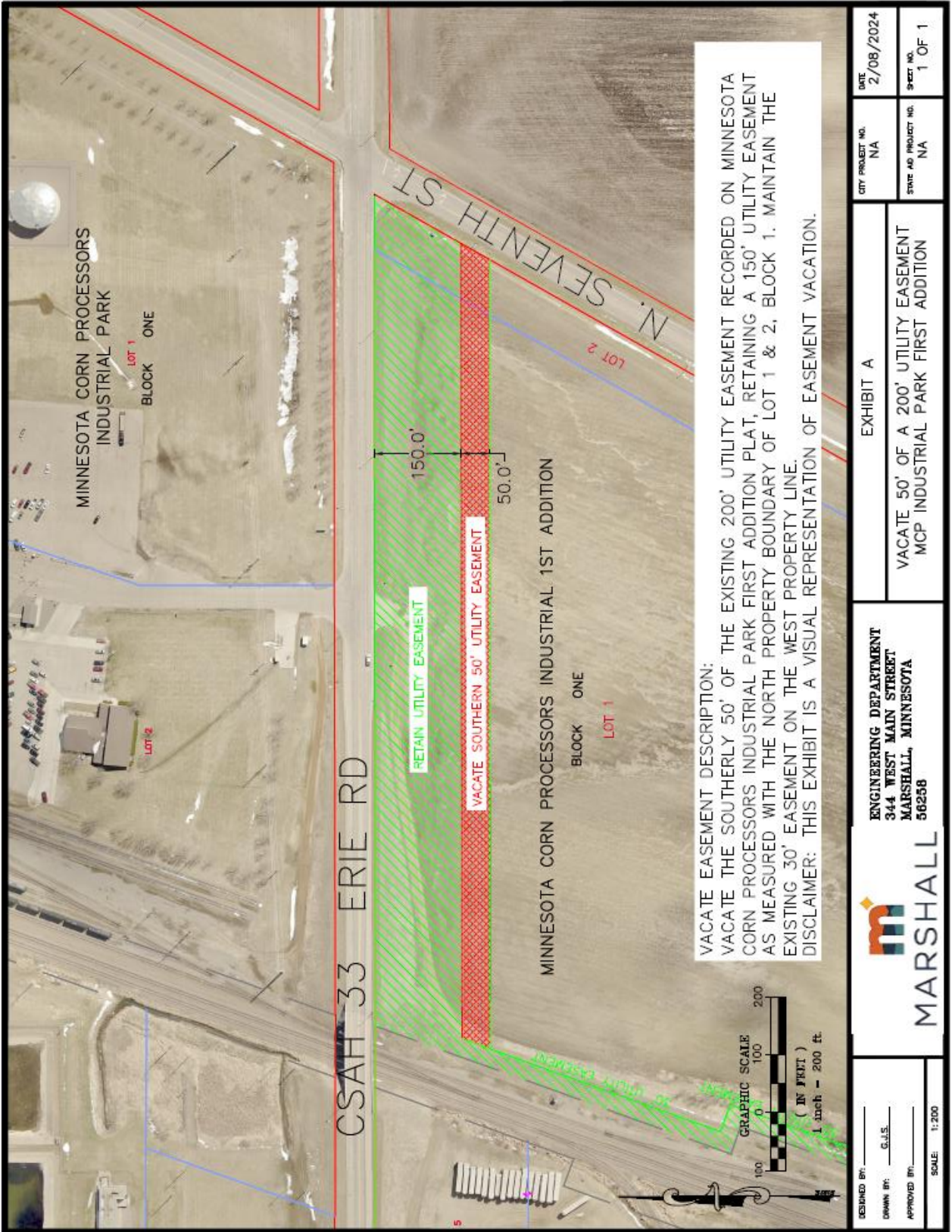
Robert J. Byrnes, Mayor

ATTEST:

City Clerk

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

EXHIBIT A



DESIGNED BY: _____ DRAWN BY: G.J.S. APPROVED BY: _____ SCALE: 1"=200'	MARSHALL ENGINEERING DEPARTMENT 344 WEST MAIN STREET MARSHALL, MINNESOTA 56258	EXHIBIT A VACATE 50' OF A 200' UTILITY EASEMENT MCP INDUSTRIAL PARK FIRST ADDITION	CITY PROJECT NO. NA STATE AID PROJECT NO. NA DATE: 2/08/2024 SHEET NO. 1 OF 1
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EXHIBIT B

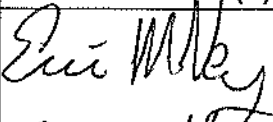

The southerly 50 feet of the existing 200-ft utility easement recorded on Minnesota Corn Processors Industrial Park First Addition, Block One, Lot 1 and Lot 2, City of Marshall, County of Lyon, State of Minnesota.

PETITION FOR VACATION OF UTILITY EASEMENT

**Marshall, Minnesota
February 2023**

To the City Council of Marshall, Minnesota:

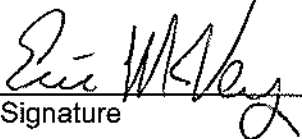
We, the undersigned, owners of all the real property abutting the utility easement as shown on the map in Exhibit A and legally described in Exhibit B, hereby petition that such utility easement be vacated.

	PARCEL # / ADDRESS / LEGAL DESCRIPTION	OWNER(S)	OWNER(S) SIGNATURE(S)
1.	27-544-001-0 Minnesota Corn Processors Industrial Park 1 st Addition, Block One, Lot 1	ADM	
2.	27-544-002-0 Minnesota Corn Processors Industrial Park 1 st Addition, Block One, Lot 2	ADM	

Purpose of Vacation: vacation of southerly 50 feet of the existing 200-ft. utility easement recorded on Minnesota Corn Processors Industrial Park First Addition, Block One, Lot 1 and Lot 2 for the construction of the Solugen facility.

Application Fee and Deposit: \$400.00 -- I hereby submit this Petition for Vacation. I agree to pay the application fee and deposit upon filing. In addition, I understand that these fees are due and payable regardless of approval or denial by the City Council.

I hereby acknowledge the relocation of any utilities (i.e. hydrants, light poles, or communication lines) will be the property owner's expense.


Signature

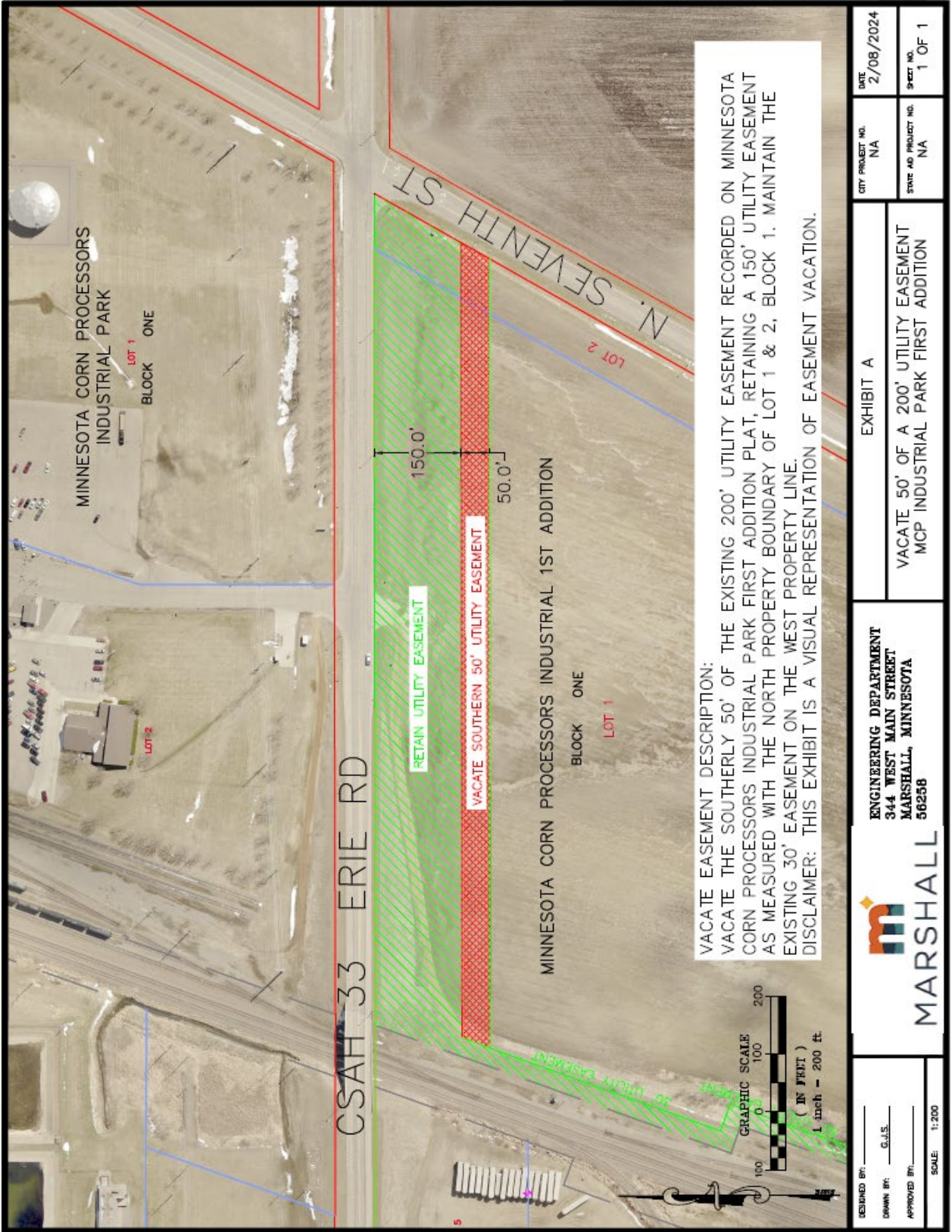
Eric McVey
Printed Name

2/26/2024
Date

Examined, checked, and found to be in proper form and to be signed by the required number of owners of property affected by the making of the improvement petitioned for.

City Clerk

EXHIBIT A



VACATE EASEMENT DESCRIPTION:
 VACATE THE SOUTHERLY 50' OF THE EXISTING 200' UTILITY EASEMENT RECORDED ON MINNESOTA CORN PROCESSORS INDUSTRIAL PARK FIRST ADDITION PLAT, RETAINING A 150' UTILITY EASEMENT AS MEASURED WITH THE NORTH PROPERTY BOUNDARY OF LOT 1 & 2, BLOCK 1. MAINTAIN THE EXISTING 30' EASEMENT ON THE WEST PROPERTY LINE.
 DISCLAIMER: THIS EXHIBIT IS A VISUAL REPRESENTATION OF EASEMENT VACATION.

ENGINEERING DEPARTMENT 344 WEST MAIN STREET MARSHALL, MINNESOTA 56258	EXHIBIT A	CITY PROJECT NO. NA	DATE 2/08/2024
MARSHALL	VACATE 50' OF A 200' UTILITY EASEMENT MCP INDUSTRIAL PARK FIRST ADDITION	STATE AID PROJECT NO. NA	SHEET NO. 1 OF 1
		SCALE: 1:200	

EXHIBIT B

The southerly 50 feet of the existing 200-ft utility easement recorded on Minnesota Corn Processors Industrial Park First Addition, Block One, Lot 1 and Lot 2, City of Marshall, County of Lyon, State of Minnesota.

Section 62-4 Vacation Of Streets, Alleys, Thoroughfares, Public Grounds, Easements, Or Any Other Interest In Real Estate, Or Any Part

- (a) No public grounds or streets or other interest in real estate shall be vacated except upon the council's own motion or upon the petition directed to the council of a majority of the owners of property on the line of such property interest residing within the city, and completion of the procedure specified in this section. Such petition shall set forth the reasons for such desired vacation, accompanied by a plat of such property interest proposed to be vacated, and such petition shall be verified by the oath of a majority of the petitioners residing within the city.
- (b) If, in the discretion of the council, it is expedient that the matter be proceeded with, it may order the petition filed for record with the city administrator, order a hearing on such petition and fix the time and place of such hearing.
- (c) The city administrator shall give notice of such hearing by publication once at least ten days in advance of such hearing, and by mail to the last known address of all of the owners of property on the line of such property interest proposed to be vacated at least ten days in advance of such hearing. Such last known addresses shall be obtained from the office of the county auditor. Such notice shall in brief state the object of such hearing; the time, place and purpose of such hearing; and the fact that the council, or a board or commission designated by them shall hear the testimony and examine the evidence of the parties interested.
- (d) The council, after hearing the same, or upon the report of such board or commission designated to hold such hearings, may by resolution, passed by affirmative vote of at least five members, declare such property interest vacated, or deny such petition. The resolution, if granting the petition, shall be certified by the city administrator and shall be filed for record and duly recorded in the office of the registrar of deeds (county recorder) in and for the county.

(Code 1976, § 7.07)



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	E.J. Moberg
Meeting Date:	Tuesday, March 26, 2024
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Granting final approval of the issuance of conduit revenue bonds for the benefit of Foundation for Innovation in Education and Southwest West Central Service Cooperative and approving related documents – 1) Public Hearing; 2) Consider resolution providing approval for said issuance and related documents
Background Information:	<p>The City has agreed to act as conduit issuer on behalf of the Southwest West Central Service Cooperative (Cooperative) and Foundation for Innovation in Education (Foundation) for the financing of the acquisition, construction, and equipping of an approximately 16,100 square-foot facility on real property located at or about the intersection of Channel Parkway and London Road in the City of Marshall, Minnesota. The building will be owned by the Foundation and leased to and operated by the Cooperative. The proceeds of the Bonds are proposed to be loaned by the City to the Foundation as the Borrower pursuant to the terms of a Loan Agreement, dated as of or after April 1, 2024 between the City and the Borrower.</p> <p>The Land and the Facility will be owned by the Foundation and leased to and operated by the Cooperative in accordance with a Lease Agreement, dated as of or after April 1, 2024, by and between the Foundation, as landlord, and the Cooperative, as tenant, pursuant to which the Cooperative will operate the facility for the purpose of providing educational programs and services to its members, including independent school districts, cities, counties, and other governmental agencies, as well as nonprofit organizations, and on its members' behalf.</p> <p>The Bonds are proposed to be issued by the City to finance the Project and will constitute conduit revenue bonds secured solely by: (i) the revenues derived from the Loan Agreement; (ii) a pledge and assignment of the Cooperative's revenues, as more specifically set forth in the Financing Documents, including money provided by the Cooperative's participating members; (iii) other revenues pledged to or otherwise received by the Borrower, except for those revenues necessary for ordinary operational expenses and required under Minnesota law; (iv) a mortgage, security agreement and assignment of rents granted by the Borrower for the benefit of the trustee for the Bonds, U.S. Bank Trust Company, National Association (the "Trustee"), with respect to the Land and Facility; (v) an assignment of the Lease between the Borrower and the Cooperative; and (vi) other security provided or arranged by the Borrower or the Cooperative.</p> <p>The Bonds shall be issued under the terms of an Indenture of Trust, dated as of or after April 1, 2024 (the "Indenture"), between the City and the Trustee. The Bonds shall bear interest at fixed rates established by the terms of the Indenture. The City hereby authorizes the Series 2024A Bonds to be issued as "tax-exempt bonds" the interest on which is excluded from gross income for federal and State of Minnesota income tax purposes. Any separate series of Bonds may be issued as "taxable bonds" if deemed necessary and appropriate by the City Officials and bond counsel. The Bonds will be purchased by Robert W. Baird & Co. Incorporated (the "Underwriter" [or "Baird"])</p>

	<p>pursuant to a Bond Purchase Agreement, dated on or after the date hereof among the City, the Underwriter, the Borrower, and the Cooperative (the “Bond Purchase Agreement”).</p> <p>Pursuant to Section 147(f) of the Internal Revenue Code of 1986, and regulations promulgated thereunder, it is required that prior to the issuance of the Bonds, Council hold a public hearing and following said hearing, approve the use of proceeds of the Bonds as described in the resolution. The Tax Equity and Fiscal Responsibility Act (TEFRA) hearing is an IRS requirement for any non-profit borrower seeking tax-exempt bonds through a conduit issuer. The hearing is held to allow members of the public to comment, contest, oppose, or support the use of tax-exempt bonds for a non-profit borrower that is providing a public benefit. The City will hold a public hearing on the issuance of the conduit revenue bonds to finance the project on March 26, 2024, at 5:30 p.m., in Council Chambers. Published notice was included in the March 12, 2024, issue of the Marshall Independent.</p> <p>As with all conduit revenue bonds the City will have no obligation to pay the bonds even if the project encounters financial difficulties.</p> <p>The Foundation has completed the City’s application for tax exempt financing and returned the completed form with non-refundable application fee to the Director of Administrative Services.</p> <p>The resolution to be considered by Council will grant final approval of the issuance of conduit revenue bonds for the benefit of the Foundation and Cooperative and approving the related documents including loan agreement between the City and Foundation and indenture of trust between the City and US Bank as the trustee. The resolution and related documents are in the Council packet.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	<p>Recommendation No. 1: Hold and close the public hearing</p> <p>Recommendation No. 2: Adopt the resolution providing final approval of the issuance of conduit revenue bonds for the benefit of Foundation for Innovation in Education and Southwest West Central Service Cooperative and approving related documents</p>

CITY OF MARSHALL, MINNESOTA

RESOLUTION NO. 24-035

GRANTING FINAL APPROVAL OF THE ISSUANCE OF CONDUIT REVENUE BONDS FOR THE BENEFIT OF FOUNDATION FOR INNOVATION IN EDUCATION AND SOUTHWEST WEST CENTRAL SERVICE COOPERATIVE UNDER MINNESOTA STATUTES, SECTIONS 469.152 THROUGH 469.1655 AND APPROVING RELATED DOCUMENTS

WHEREAS, the City of Marshall, Minnesota (the “City”) is a home rule city and political subdivision duly organized and existing under its Charter and the Constitution and laws of the State of Minnesota; and

WHEREAS, under the Minnesota Municipal Industrial Development Act, Minnesota Statutes, Sections 469.152-469.1655, as amended (the “Act”), the City is authorized to carry out the public purposes described in the Act by providing for the issuance of revenue bonds to finance, in whole or in part, the costs of the acquisition, construction, reconstruction, improvement, betterment, or extension of a “project,” which may comprise any properties, real or personal, used or useful in connection with a revenue producing enterprise, or any combination of two or more such enterprises engaged in any business; and

WHEREAS, Foundation for Innovation in Education, a Minnesota nonprofit corporation (the “Borrower” or “Foundation”), has requested that the City issue its: (i) Education Services Facility Lease Revenue Bonds (SWWC Service Cooperative), Series 2024A (the “Series 2024A Bonds”); and (ii) Taxable Education Services Facility Lease Revenue Bonds (SWWC Service Cooperative), Series 2024B (the “Series 2024B Bonds,” and collectively with the Series 2024A Bonds, the “Bonds”); and

WHEREAS, the proceeds of the Bonds are proposed to be loaned by the City to the Borrower pursuant to the terms of a Loan Agreement, dated as of or after April 1, 2024 (the “Loan Agreement”), between the City and the Borrower, and applied to finance the following: (i) the acquisition, construction, and equipping of an approximately 16,100 square-foot facility (the “Facility”) on real property located at or about the intersection of Channel Parkway and London Road in the City of Marshall, Minnesota (the “Land”), to be owned by the Foundation and leased to and operated by the Cooperative; (ii) the funding of capitalized interest; and (iii) the payment of a portion of the costs of issuing the Bonds (collectively, the “Project”); and

WHEREAS, the Land and the Facility will be owned by the Borrower and leased to and operated by the Southwest West Central Service Cooperative (“Cooperative” or “SWWC”), a service cooperative and a public corporation and agency established pursuant to Minnesota Statutes, Section 123A.21, as amended (the “Cooperative Act”), in accordance with a Lease Agreement, dated as of or after April 1, 2024, by and between the Foundation, as landlord, and the Cooperative, as tenant (the “Lease”), pursuant to which the Cooperative will operate the Facility for the purpose of providing educational programs and services to its members, including independent school districts, cities, counties, and other governmental agencies, as well as nonprofit organizations, and on its members’ behalf; and

WHEREAS, the Borrower has represented to the City that it is exempt from federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended (the “Code”), as a result of the application of Section 501(c)(3) of the Code; and

WHEREAS, the Cooperative has represented to the City that was formed by agreement pursuant to the Cooperative Act as a public corporation and agency for the purpose of providing educational programs and services to its members and on its members' behalf, which activities constitute "essential public and governmental purposes" under the Cooperative Act; and

WHEREAS, the Bonds are proposed to be issued by the City to finance the Project and will constitute conduit revenue bonds secured solely by: (i) the revenues derived from the Loan Agreement; (ii) a pledge and assignment of the Cooperative's revenues, as more specifically set forth in the Financing Documents (as defined below), including money provided by the Cooperative's participating members; (iii) other revenues pledged to or otherwise received by the Borrower, except for those revenues necessary for ordinary operational expenses and required under Minnesota law; (iv) a mortgage, security agreement and assignment of rents granted by the Borrower for the benefit of the trustee for the Bonds, U.S. Bank Trust Company, National Association (the "Trustee"), with respect to the Land and Facility; (v) an assignment of the Lease between the Borrower and the Cooperative; and (vi) other security provided or arranged by the Borrower or the Cooperative; and

WHEREAS, the Bonds shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation; shall not constitute nor give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers; shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City other than the City's interest in the Loan Agreement; and

WHEREAS, the Loan Agreement requires the Borrower to make payments thereunder in amounts and at times sufficient to pay the principal of, premium (if any), and interest on the Bonds when due, and the loan repayments required to be made by the Borrower to the City under the terms of the Loan Agreement will be assigned by the City to the Trustee to secure the payment of the principal of, premium (if any), and interest on the Bonds; and

WHEREAS, the purpose of the Act, as found and determined by the legislature, is to promote the welfare of the state by the active attraction and encouragement and development of economically sound industry and commerce to prevent so far as possible the emergence of blighted and marginal lands and areas of chronic unemployment; and

WHEREAS, factors necessitating the active promotion and development of economically sound industry and commerce are the increasing concentration of population in certain areas and the rapidly rising increase in the amount and cost of governmental services required to meet the needs of the increased population and the need for development of land use which will provide an adequate tax base to finance these increased costs and the need for access to employment opportunities for such population; and

WHEREAS, the City desires to facilitate the selective development of the community, retain and improve the tax base and help to provide the range of services, facilities and education opportunities required by the population, and the Project will enable the Cooperative to continue to provide educational programs and services to its members, including independent school districts, cities, counties, and other governmental agencies, as well as nonprofit organizations, thereby (i) enhancing education services in the 18 counties in southwest and central Minnesota served by the Cooperative and contributing to improvement of the quality of life for residents of the City and the surrounding areas and helping to ensure a labor pool for attracting and retaining sound industry and commerce, and (ii) reduce the cost of borrowing by local governments for public purposes; and

WHEREAS, the Bonds are to be issued by the City pursuant to the Act; and

WHEREAS, under Section 147(f) of the Code and the regulations promulgated thereunder, prior to the issuance of the Bonds, the City Council must conduct a public hearing following reasonable public notice, defined to include one publication of a notice in a newspaper circulating generally in the City no fewer than 7 days before the hearing, and under Section 469.154, subdivision 4 of the Act, a public hearing must be held on the issuance of the Bonds and the proposed Project after one publication of notice in the official newspaper and a newspaper of general circulation of the City not less than 14 days nor more than 30 days before the hearing; and

WHEREAS, pursuant to a resolution adopted on February 27, 2024, the City Council, among other actions: (i) granted preliminary approval for the issuance of the Bonds under the Act in an aggregate principal amount not to exceed \$11,000,000 for the benefit of the Borrower and the Cooperative subject to approval of the Project by the Commissioner of the Minnesota Department of Employment and Economic Development (“DEED”), as required by the Act and subject to mutual agreement of the City, the Borrower, the Cooperative, and the initial purchaser(s) of the Bonds; (ii) directed the publication of a notice of public hearing on the proposal of the Borrower and the Cooperative to undertake and finance the Project; (iii) directed the preparation of an application and submission thereof to DEED on the proposal to finance the Project, in cooperation with the Borrower and Cooperative; and (iv) declared the official intent of the City to reimburse original expenditures from the proceeds of tax-exempt bonds, in accordance with Treasury Regulations, Section 1.150-2; and

WHEREAS, a notice of public hearing (the “Public Notice”) was published on March 12, 2024 in the *Marshall Times*, the official newspaper of and a newspaper of general circulation in the City, with respect to the required public hearing under Section 147(f) of the Code and the Act; and

WHEREAS, on the date hereof, the City Council conducted a duly noticed public hearing at which a reasonable opportunity was provided for interested individuals to express their views, both orally and in writing, on the following issues: (i) approval of the issuance of the Bonds pursuant to the requirements of Section 147(f) of the Code and the regulations promulgated thereunder; and (ii) approval of the Bonds and the Project pursuant to the requirements of the Act; and

WHEREAS, following the public hearing on the date hereof the City Council considered the following resolution; and

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

1. In anticipation of the approval of the Project by the Commissioner of DEED and all other necessary entities and the issuance of the Bonds to finance all or a portion of the Project, the issuance, sale, and delivery of the Bonds is hereby authorized in one or more series in an aggregate principal amount not to exceed \$11,000,000. If the Bonds are issued in more than one series, the separate series shall be separately designated in such manner as is deemed appropriate by the Mayor and the City Administrator of the City (collectively, the “City Officials”), in their discretion. The Bonds shall be issued under the terms of an Indenture of Trust, dated as or after April 1, 2024 (the “Indenture”), between the City and the Trustee. The Bonds shall bear interest at fixed rates established by the terms of the Indenture. The Bonds shall be designated, shall be numbered, shall be dated, shall mature, shall be subject to redemption prior to maturity, shall be in such form, and shall have such other terms, details, and provisions as are prescribed in the Indenture, in substantially the form on file with the City, with the amendments referenced herein. The City hereby authorizes the Series 2024A Bonds to be issued as “tax-exempt bonds” the interest on which is excluded from gross income for federal and State of Minnesota income tax purposes. Any separate series of Bonds may be issued as “taxable bonds” if deemed necessary and appropriate by the City Officials and bond counsel. The Bonds will be purchased by Robert

W. Baird & Co. Incorporated (the “Underwriter”), pursuant to a Bond Purchase Agreement, dated on or after the date hereof among the City, the Underwriter, the Borrower, and the Cooperative (the “Bond Purchase Agreement”).

All of the provisions of the Bonds, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof. The Bonds shall be substantially in the form set forth in the Indenture on file with the City, which forms are hereby approved, with such necessary and appropriate variations, omissions, and insertions (including changes to the aggregate principal amount of each series of the Bonds, the stated maturities of each series of the Bonds, the principal amount of Bonds maturing on each maturity date, the interest rates on the Bonds, and the terms of redemption of the Bonds) as the City Officials, in their discretion, shall determine. The execution of the Bonds with the manual or facsimile signatures of the City Officials and the delivery of the Bonds by the City shall be conclusive evidence of such determination.

2. The Bonds shall be special, limited obligations of the City payable solely from the revenues provided by the Borrower pursuant to the Loan Agreement and from the revenues and security pledged, assigned, and granted pursuant to the following documents: (i) the Mortgage, Security Agreement and Assignment of Rents, dated as of or after April 1, 2024 (the “Mortgage”), between the Borrower, as mortgagor, and the Trustee, as mortgagee; and (ii) the Assignment of Lease, dated as of or after April 1, 2024 (the “Assignment”), from the Borrower, as assignor, to the Trustee, as assignee, and consented to by the Cooperative. The Council hereby authorizes and directs the City Officials to execute and deliver the Indenture to the Trustee, and hereby authorizes and directs the execution of the Bonds in accordance with the terms of the Indenture, and hereby provides that the Indenture shall provide the terms and conditions, covenants, rights, obligations, duties, and agreements of the owners of the Bonds, the City, and the Trustee as set forth therein. The Trustee is hereby appointed as bond registrar and paying agent with respect to the Bonds. The Borrower and the Cooperative will provide certain ongoing reports to the holders of the Bonds pursuant to the Continuing Disclosure Undertaking, dated as of or after April 1, 2024, by the Borrower and the Cooperative.

3. The loan repayments to be made by the Borrower under the Loan Agreement are fixed to produce revenues sufficient to provide for the prompt payment of principal of, premium, if any, and interest on the Bonds issued under this resolution when due, and the Loan Agreement also provides that the Borrower is required to pay all expenses of the operation and maintenance of the Facility, including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and all lawfully imposed taxes and special assessments levied upon or with respect to the Facility and payable during the term of the Loan Agreement.

4. As provided in the Loan Agreement, the Bonds shall not be payable from nor charged upon any funds other than the revenue pledged to their payment, nor shall the City be subject to any liability thereon, except as otherwise provided in this paragraph. No holder of the Bonds shall ever have the right to compel any exercise by the City of any taxing powers to pay the Bonds or the interest or premium thereon, or to enforce payment thereof against any property of the City except the interests of the City in the Loan Agreement and the revenues and assets thereunder, which will be assigned to the Trustee under the terms of the Indenture. The Bonds shall recite that the Bonds are issued pursuant to the Act, and that the Bonds, including interest and premium, if any, thereon, are payable solely from the revenues and assets pledged to the payment thereof, and the Bonds shall not constitute a debt of the City within the meaning of any constitutional or statutory limitations.

5. The City Officials are hereby authorized and directed to execute and deliver the Loan Agreement, the Indenture, the Bond Purchase Agreement, and such other documents as the City’s bond

counsel considers appropriate in connection with the issuance of the Bonds provided that the Bond Purchase Agreement may be executed on behalf of the City solely by the City Administrator of the City (collectively, the “City Documents”). The forms of the City Documents and all other documents listed in Sections 1 and 2 hereof and exhibits thereto, are hereby approved with such necessary and appropriate variations, omissions, and insertions as do not materially change the substance thereof, or as the City Officials, in their discretion, shall determine, and the execution thereof by the City Officials shall be conclusive evidence of such determination. Subject to the provisions of Section 14 hereof, the City Documents and any consents and such other documents as are necessary or appropriate in connection with the issuance, sale, and delivery of the Bonds, including without limitation various certificates of the City, the Information Return for Tax-Exempt Private Activity Bond Issues, Form 8038, an endorsement of the City to the Tax Certificate of the Borrower and the Cooperative, and similar documents (collectively, the “Financing Documents”), are directed to be executed in the name and on behalf of the City by the City Officials. Subject to the provisions of Section 14 hereof, the Bonds are to be executed in the name of and on behalf of the City by the City Officials, and are to be delivered to the Trustee for authentication and delivery to the Underwriter. Any other Financing Documents and certificates necessary to the transaction described above may be executed by one or more appropriate officers of the City.

All of the provisions of the Financing Documents, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof.

6. The City hereby authorizes Kennedy & Graven, Chartered, as bond counsel to the City, to prepare, execute, and deliver its approving legal opinion with respect to the Bonds.

7. The City has not participated in the preparation of the Preliminary Official Statement or the Official Statement relating to the offer and sale of the Bonds (collectively, the “Official Statement”), and has made no independent investigation with respect to the information contained therein (other than with respect to information provided under the captions “THE ISSUER” and “ABSENCE OF LITIGATION – Issuer” or other similarly worded captions as it relates to the City, including the appendices thereto, and the City assumes no responsibility for the sufficiency, accuracy, or completeness of such information. Subject to the foregoing, the City hereby consents to the distribution and the use by the Underwriter of the Official Statement in connection with the offer and sale of the Bonds. The Official Statement is the sole material consented to by the City for use in connection with the offer and sale of the Bonds.

8. Except as otherwise provided in this resolution, all rights, powers, and privileges conferred and duties and liabilities imposed upon the City or the Council by the provisions of this resolution or of the aforementioned documents shall be exercised or performed by the City or by such members of the Council or the City, or such officers, board, body, or agency thereof as may be required or authorized by law to exercise such powers and to perform such duties.

No covenant, stipulation, obligation, or agreement herein contained or contained in the aforementioned documents shall be deemed to be a covenant, stipulation, obligation, or agreement of any member of the Council, or any officer, agent, or employee of the City in that person’s individual capacity, and neither the Council, the City nor any officer or employee executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

No provision, covenant, or agreement contained in the aforementioned documents, the Bonds or in any other document relating to the Bonds, and no obligation therein or herein imposed upon the City or

the breach thereof, shall constitute or give rise to any pecuniary liability of the City or any charge upon its general credit or taxing powers. In making the agreements, provisions, covenants, and representations set forth in such documents, the City has not obligated itself to pay or remit any funds or revenues, other than funds and revenues derived from the Loan Agreement which are to be applied to the payment of the Bonds, as provided therein and in the Indenture.

9. Except as herein otherwise expressly provided, nothing in this resolution or in the aforementioned documents expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation, other than the City or any holder of the Bonds issued under the provisions of this resolution, any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any provisions hereof, this resolution, the aforementioned documents and all of their provisions being intended to be and being for the sole and exclusive benefit of the City and any holder from time to time of the Bonds issued under the provisions of this resolution.

10. In case any one or more of the provisions of this resolution, other than the provisions limiting the liability of the City or limiting the liability of the members of the City Council or the officers, agents, or employees of the City, including without limitation Section 4, or of the aforementioned documents, or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution, or of the aforementioned documents, or of the Bonds, but this resolution, the aforementioned documents, and the Bonds shall be construed and endorsed as if such illegal or invalid provisions had not been contained therein.

11. The Bonds, when executed and delivered, shall contain a recital that they are issued pursuant to the Act, and such recital shall be conclusive evidence of the validity of the Bonds and the regularity of the issuance thereof, and that all acts, conditions, and things required by the laws of the State of Minnesota relating to the adoption of this resolution, to the issuance of the Bonds, and to the execution of the aforementioned documents to happen, exist, and be performed precedent to the execution of the aforementioned documents have happened, exist, and have been performed as so required by law.

12. The officers of the City, bond counsel, other attorneys, engineers, and other agents or employees of the City are hereby authorized to do all acts and things required of them by or in connection with this resolution, the aforementioned documents, and the Bonds for the full, punctual, and complete performance of all the terms, covenants, and agreements contained in the Bonds, the aforementioned documents, and this resolution. In the event that for any reason either of the City Officials is unable to carry out the execution of any of the documents or other acts provided herein, such documents may be executed and such actions may be taken by any official or employee of the City delegated the duties of any such City Official with the same force and effect as if such documents were executed and delivered by such City Official.

13. The Borrower has agreed and it is hereby determined that the Borrower will pay the City's one-time administrative fee equal to (A) 0.25% of the original principal amount of the Bonds issued by the City up to \$10,000,000, plus (B) 0.15% of the original principal amount of the Bonds in excess of 10,000,000, which fee shall be set forth in the Loan Agreement, and any and all costs incurred by the City in connection with the financing of the Project. It is understood and agreed that the Borrower shall indemnify, defend and hold harmless the City and any subordinate entity of the City, including the Economic Development Authority in and for the City of Marshall, Minnesota (the "EDA"), against all liabilities, losses, damages, costs and expenses (including attorney's fees and expenses incurred by the City or EDA) arising with respect to the Project or the Bonds, as provided for and agreed to by and between the Borrower and the City in the Loan Agreement.

14. The approval hereby given to the various Financing Documents referred to above includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by bond counsel to the City, the appropriate City staff person, or by the officers authorized herein to execute or accept, as the case may be, said documents prior to their execution; and said officers or staff members are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officer or officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. In the event of absence or disability of either City Official, any of the documents authorized by this resolution to be executed by the City may be executed without further act or authorization of the Council by any member of the Council or any duly designated acting official, or by such other officer or officers of the City as, in the opinion of the City Attorney, may act in their behalf.

The authority to approve, execute and deliver future amendments to Financing Documents entered into by the City in connection with the issuance of the Bonds and consents required under the Financing Documents is hereby delegated to the City Officials, subject to the following conditions: (a) such amendments or consents do not require the consent of the respective holders of the Bonds or such consent has been obtained; (b) such amendments or consents do not materially adversely affect the interests of the City; (c) such amendments or consents do not contravene or violate any policy of the City, and (d) such amendments or consents are acceptable in form and substance to the counsel retained by the City to review such amendments. The authorization hereby given shall be further construed as authorization for the execution and delivery of such certificates and related items as may be required to demonstrate compliance with the agreements being amended and the terms of this resolution. The execution of any instrument by the City Officials shall be conclusive evidence of the approval of such instruments in accordance with the terms hereof. In the absence of the City Officials any instrument authorized by this paragraph to be executed and delivered may be executed by the officer of the City authorized to act in his/her place and stead.

15. On the basis of information available to the City, it appears, and the City hereby finds, that the Project constitutes properties, real and personal, used or useful in connection with one or more revenue producing enterprises within the meaning of Section 469.153, Subdivision 2(b) and Section 469.155, Subdivision 4 of the Act; that the Project furthers the purposes stated in the Act, including in particular, Section 469.152; that the availability of the financing under the Act and willingness of the City to furnish such financing will be a substantial inducement to the Borrower to undertake the Project, and that the effect of the Project, if undertaken, will be to assist in the prevention of the emergence of blighted and marginal land, to help prevent chronic unemployment, to help the surrounding area retain and improve the tax base, to provide the range of service and employment opportunities required by the population, to help prevent the movement of talented and educated persons out of the state and to areas within the state where their services may not be as effectively used, and to promote more intensive development and use of land within surrounding communities.

16. In accordance with Section 469.154 of the Act, the City Administrator is hereby authorized and directed to submit the proposal for the Project to DEED. The City Administrator and other officers, employees and agents of the City are hereby authorized to provide DEED with any preliminary information needed for this purpose, and the City Administrator is authorized to initiate and assist in the preparation of such documents as may be appropriate to the Project, if it is approved.

17. In accordance with Section 469.154, subdivision 7, of the Act, the officers, employees, and agents of the City are hereby authorized and directed to encourage the Borrower and the Cooperative to provide employment opportunities to economically disadvantaged or unemployed individuals. Such individuals may be identified by such mechanisms as are available to the Borrower and the Cooperative,

such as a first source agreement in which the Borrower and the Cooperative agrees to use a designated State employment office as a first source for employment recruitment, referral, and placement.

18. The City has established a governmental program of acquiring purpose investments for qualified 501(c)(3) organizations' projects. The governmental program is one in which the following requirements of §1.148-1(b) of the federal regulations relating to tax-exempt obligations shall be met:

(a) the program involves the origination or acquisition of purpose investments;

(b) at least 95% of the cost of the purpose investments acquired under the program represents one or more loans to a substantial number of persons representing the general public, states or political subdivisions, 501(c)(3) organizations, persons who provide housing and related facilities, or any combination of the foregoing;

(c) at least 95% of the receipts from the purpose investments are used to pay principal, interest, or redemption prices on issues that financed the program, to pay or reimburse administrative costs of those issues or of the program, to pay or reimburse anticipated future losses directly related to the program, to finance additional purpose investments for the same general purposes of the program, or to redeem and retire governmental obligations at the next earliest possible date of redemption;

(d) the program documents prohibit any obligor on a purpose investment financed by the program or any related party to that obligor from purchasing bonds of an issue that finances the program in an amount related to the amount of the purpose investment acquired from that obligor; and

(e) the City shall not waive the right to treat the investment as a program investment.

19. The City understands that the Borrower and the Cooperative will pay directly to the City any and all costs paid or incurred by the City in connection with the transactions authorized herein, including but not limited to the administrative fee of the City.

20. This resolution shall be in full force and effect from and after its passage.

Adopted by the City Council of the City of Marshall, Minnesota, this 26th day of March, 2024.

Mayor

ATTEST:

City Clerk

STATE OF MINNESOTA

COUNTY OF LYON

CITY OF MARSHALL

I, the undersigned, being the duly qualified and acting City Clerk of the City of Marshall, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City duly called and held on the date therein indicated, insofar as such minutes relate to approving the issuance of conduit revenue bonds to finance the acquisition, construction and equipping of an education services facility for the benefit of Foundation for Innovation in Education and Southwest West Central Service Cooperative.

WITNESS my hand this ____ day of _____, 2024.

City Clerk

LOAN AGREEMENT

between

**CITY OF MARSHALL, MINNESOTA,
as Issuer**

and

**FOUNDATION FOR INNOVATION IN EDUCATION,
as Borrower**

Dated as of [April/May] 1, 2024

Relating to:

**[\$[Series A Par]
City of Marshall, Minnesota
Education Services Facility Lease Revenue Bonds
(SWWC Service Cooperative)
Series 2024A**

and

**[\$[Series B Par]
City of Marshall, Minnesota
Taxable Education Services Facility Lease Revenue Bonds
(SWWC Service Cooperative)
Series 2024B**

With the exception of certain reserved rights, the interest of the City of Marshall, Minnesota (the “Issuer”) in this Loan Agreement has been assigned to U.S. Bank Trust Company, National Association (the “Trustee”) pursuant to the Indenture of Trust, dated as of [April/May] 1, 2024, between the Issuer and U.S. Bank Trust Company, National Association, a national banking association (the “Trustee”), and are subject to the security interest of the Trustee.

This instrument drafted by:
Kennedy & Graven, Chartered (SEL)
150 South Fifth Street, Suite 700
Minneapolis, Minnesota 55402-1299

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LOAN AGREEMENT

THIS LOAN AGREEMENT, dated as of [April/May] 1, 2024 (the “Loan Agreement”), is made and entered into between the CITY OF MARSHALL, MINNESOTA, a home rule charter city, municipal corporation and political subdivision organized under its Charter and the Constitution and laws of the State of Minnesota (the “Issuer”), and the FOUNDATION FOR INNOVATION IN EDUCATION, a Minnesota nonprofit corporation (the “Borrower”).

RECITALS

Reference is hereby made to the Indenture of Trust, dated as of [April/May] 1, 2024 (the “Indenture”), between the Issuer and U.S. Bank Trust Company, National Association, a national banking association, as trustee (the “Trustee”), for the recitals and the definitions of various terms used herein.

In consideration of the premises, the respective representations and agreements contained herein, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, and in order to secure the payments to be made by the Borrower pursuant to Article IV hereof and the performance of all the covenants of the Borrower contained herein, the parties hereto agree as follows:

(The remainder of this page is intentionally left blank.)

ARTICLE I

DEFINITIONS AND GENERAL PROVISIONS

Section 1.1. Definitions. For all purposes of this Loan Agreement except as otherwise expressly provided or unless the context clearly otherwise requires, the terms defined in Section 1.01 of the Indenture, when used in this Loan Agreement, shall have the meanings specified in that Section.

Section 1.2. Borrower's Acts. Where the Borrower is permitted or required to do or accomplish any act or thing hereunder, the Borrower may cause the same to be done or accomplished by a third party selected by the Borrower with the same force and effect as if done or accomplished by the Borrower.

Section 1.3. Rules of Interpretation.

(1) This Loan Agreement shall be interpreted in accordance with and governed by the laws of the State.

(2) The words "herein," "hereof," and "hereunder," and words of similar import, without reference to any particular section or subdivision, refer to this Loan Agreement as a whole rather than to any particular section or subdivision of this Loan Agreement.

(3) References in this instrument to any particular article, section, subsection, subdivision, or clause hereof are to the designated article, section, subsection, subdivision, or clause of this instrument as originally executed.

(4) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with GAAP; and all computations provided for herein shall be made in accordance with GAAP consistently applied and applied on the same basis as in prior years.

(5) The Table of Contents and titles of articles and sections herein are for convenience of reference only and are not a part of this Loan Agreement, and shall not define or limit the provisions hereof.

(6) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(7) Articles, sections, subsections, subdivisions, and clauses mentioned by number only are those so numbered which are contained in this Loan Agreement.

(8) Any opinion of counsel required hereunder shall be a written opinion of such counsel.

(9) References to the Bonds as “tax exempt” or to the “tax-exempt status of the Bonds” are to the exclusion of interest on the Bonds from gross income pursuant to Section 103(a) of the Code, irrespective of such forms of taxation as the alternative minimum tax or branch profits tax on foreign corporations.

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ARTICLE II

REPRESENTATIONS OF ISSUER AND BORROWER

Section 2.1. Representations of the Issuer. The Issuer makes the following representations and warranties as the basis for its covenants herein:

(1) The Issuer is a home rule charter city, municipal corporation and political subdivision organized under its Charter and the Constitution and laws of the State.

(2) There is no pending or, to the undersigned's actual knowledge, without inquiry or investigation, threatened suit, action, or proceeding against the Issuer before any court, arbitrator, administrative agency, or other governmental authority that challenges the Issuer's execution and delivery of the Bonds or the Issuer Documents.

(3) To the actual knowledge of the undersigned, without inquiry or investigation, the execution and delivery of the Issuer Documents will not constitute a breach of or default under any existing (a) provision of any special legislative act or charter provision relating to the establishment of the Issuer, or (b) agreement, indenture, mortgage, lease, or other instrument to which the Issuer is a party or by which it is bound.

(4) No proceeding of the Issuer for the issuance, execution, or delivery of the Bonds or the Issuer Documents has been repealed, rescinded, amended, or revoked.

(5) The Issuer understands that the Official Statement will be used by the Underwriter to offer and sell the Bonds. The Issuer has not participated in the preparation of or reviewed the Official Statement. The Issuer will not participate in the preparation of or the review of the Official Statement. The Issuer has made no independent investigation of the facts and statements provided in the Official Statement and assumes no liability or responsibility for any of the information contained in the Official Statement or the accuracy, completeness or sufficiency thereof.

Section 2.2. Representations, Covenants and Warranties of the Borrower. The Borrower represents, covenants, and warrants as follows:

(1) The Borrower is duly organized, in good standing and existing as a nonprofit corporation under the laws of the State, and the Borrower has full power and authority undertake its actions and responsibilities as contemplated by the Borrower Documents, including this Loan Agreement and by proper corporate action has authorized the execution and delivery of the Borrower Documents and the lease of the Project to the Cooperative for the purpose set forth in this Loan Agreement.

(2) The Borrower is an organization described in Section 501(c)(3) of the Code and is exempt from federal income tax under Section 501(a) of the Code. The Borrower is not a "private foundation" as defined in Section 509(a) of the Code. Not more than five percent (5%)

of the proceeds of the Bonds will be used, directly or indirectly, to finance or refinance property used in an unrelated trade or business of the Borrower determined by applying Section 513(a) of the Code or in the trade or business of any person other than an organization described in Section 501(c)(3) of the Code. The Borrower has not received notice from the Internal Revenue Service that its respective returns are being audited or its respective status as an organization described in Section 501(c)(3) of the Code is being investigated or challenged. The Borrower is in compliance with all requirements of such status.

(3) The Borrower has received from the Internal Revenue Service a determination letter stating that it is an exempt organization under Section 501(c)(3) of the Code and is not a “private foundation” as defined in Section 509(a) of the Code. No revenues derived from any portion of the Project do, or shall constitute, “unrelated business income” to the Borrower within the meaning of Section 513(a) of the Code, except as may be specifically permitted by Section 145(a) of the Code in amounts that would not require the interest on the Tax-Exempt Bonds to become includable in gross income for purposes of federal income taxation.

(4) The Borrower shall comply with and fulfill, or cause the Cooperative to fulfill, all other requirements and conditions of the Code, specifically Sections 103 and 141 through 150, and in the applicable Regulations and rulings issued pursuant thereto relating to the acquisition and operation of the Project financed by the Tax-Exempt Bonds such that interest on the Tax-Exempt Bonds shall at all times be excludable from gross income for federal income tax purposes.

(5) All of the property financed, refinanced, or otherwise provided by the net proceeds of the Tax-Exempt Bonds shall be owned by an Exempt Organization.

(6) Not more than two percent (2%) of the proceeds of any issue of Tax-Exempt Bonds will be applied to Issuance Costs.

(7) The Borrower has not leased, sold, assigned, granted, or conveyed and will not lease, sell, assign, grant, or convey all or any portion of the facilities financed with Tax-Exempt Bonds or any interest thereon to the United States or any agency or instrumentality thereof within the meaning of Section 149(b) of the Code.

(8) The Borrower shall not use the proceeds of the Tax-Exempt Bonds in such a manner as to cause the Tax-Exempt Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code and applicable Regulations; to this end, the Borrower shall comply with the provisions of the Tax Certificate.

(9) In order to qualify this Loan Agreement as a “program investment” with respect to a “governmental program” (as defined in Section 1.148-1(b) of the regulations promulgated by the United States Department of the Treasury and the Internal Revenue Service pursuant to the Code (the “Regulations”), and thereby permitting the application of the “materially higher” yield set forth in Section 1.148-2(d)(2)(iii) of the Regulations, the Borrower and any “related person” (as defined in Section 1.150-1(b) of the Regulations) shall not take any action the effect of which would be to disqualify this Loan Agreement as a “program investment,” including but not

limited to entering into any arrangement, formal or informal, under which the Borrower or the Cooperative purchases any Tax-Exempt Bonds in an amount related to the amount loaned to the Borrower under the terms of this Loan Agreement.

(10) The Borrower is duly authorized to own the Project and lease the same to the Cooperative under the laws, rulings, and regulations of the State, and the Borrower has obtained any requisite approvals of the State and other federal, regional, and local governmental bodies required to be received in connection with the ownership of the Project.

(11) The execution and delivery of the Borrower Documents, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions thereof do not and will not conflict with or result in a breach of any of the terms or conditions of the Borrower's articles of incorporation, its bylaws, any restriction or any agreement or instrument to which the Borrower is now a party or by which it is bound or to which any property of the Borrower is subject, and do not and will not constitute a default under any of the foregoing or a violation of any order, decree, statute, rule or regulation of any court or of any state or federal regulatory body having jurisdiction over the Borrower or its properties, including the Project, and do not and will not result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Borrower contrary to the terms of any instrument or agreement to which the Borrower is a party or by which it is bound.

(12) The proceeds of the Bonds, together with any other funds to be contributed to the Project by the Borrower or Cooperative or otherwise in accordance with this Loan Agreement, will be sufficient to pay the Project Costs, and the proceeds of the Bonds will be used only for the purposes contemplated hereby and allowable under the Act. The Borrower will not use any of the proceeds of the Bonds in any manner contrary to the terms of the Act or in any manner as to cause, or take or omit to take any action which would cause, the interest on the Tax-Exempt Bonds to be includable in the gross income of the Bondholders or beneficial owners thereof for purposes of federal income taxation.

(13) The Borrower intends to lease the Project to the Cooperative for operation by the Cooperative as an education services facility, including an administration, office, meeting and training center, consistent with its exempt purposes until the date on which all of the Bonds have been fully paid and are no longer Outstanding.

(14) The cost of financing the Project and paying any expenses incurred in connection therewith shall not be less than the aggregate principal amount of the Bonds.

(15) The Borrower covenants, warrants and represents to the Trustee and its respective successors and assigns, (i) that, except for uses in compliance with applicable environmental laws, it has not used or permitted and will not use or permit the Project to be used, whether directly or through contractors, agents or tenants, and to the best of the Cooperative's knowledge and except as disclosed to the Trustee in writing on or prior to the issuance of the Bonds (the "Bond Closing"), for the generating, transporting, treating, storage, manufacture, emission of, or disposal of any dangerous, toxic or hazardous pollutants, chemical wastes or substances as defined in the Federal Comprehensive Environmental Response Compensation and Liability Act

of 1980 (“CERCLA”), or the Federal Resource Conservation and Recovery Act of 1976 (“RCRA”) or the Minnesota Environmental Response and Liability Act, Minn. Stat. Chapter 115A (“MERLA”), or any other federal, state or local environmental laws, statutes, regulations, requirements and ordinances (“Hazardous Materials”); (ii) that, except as disclosed to the Trustee in writing on or prior to the Bond Closing, there have been no investigations or reports involving the Cooperative or the Project (while previously occupied by the Cooperative) by any governmental authority which in any way pertain to Hazardous Materials; (iii) that the operation of the Project by the Cooperative has not violated, is not currently violating, and will not violate any federal, state or local law, regulation, ordinance or requirement governing Hazardous Materials; (iv) that, to the best of the Cooperative’s knowledge, the Project is not listed in the United States Environmental Protection Agency’s National Priorities List of Hazardous Waste Sites nor any other list, schedule, log, inventory or record of Hazardous Materials or hazardous waste sites, whether maintained by the United States Government or by any state or local agency; and (v) that the Project does not contain any urea formaldehyde foam or asbestos, except as disclosed in a phase one environmental assessment prior to the Bond Closing. The Borrower covenants and agrees that, except for uses in compliance with applicable environmental laws, it will not use or permit the Project to be used, whether directly or through contractors, agents or tenants, for the generating, transporting, treating, storage, manufacture, emission of, or disposal of any Hazardous Materials, or in violation of any federal, state or local law, regulation, ordinance or requirement governing Hazardous Materials. The Borrower agrees to indemnify and reimburse the Trustee and its respective successors and assigns, for any loss, damage, expense, or costs resulting from a breach of these representations and warranties and from any loss, damage, expense or cost arising out of or incurred by the Issuer or the Trustee which is a result of a breach, misstatement of or misrepresentation of the above covenants, representations and warranties, together with all attorneys’ fees incurred in connection with the defense of any action against the Trustee arising out of the above. These covenants, representations and warranties are for the benefit of the Trustee and any other successor or assign of the Trustee, and shall be deemed to survive termination of this Agreement and any resignation or removal of the Trustee.

(16) No “Event of Default” or any event which, with the giving of notice or the lapse of time, or both, would constitute an “Event of Default” under the Indenture, has occurred or is continuing.

(17) There is not pending any suit, action, or proceeding against the Borrower before or by any court, arbitrator, administrative agency, or other governmental authority which materially and adversely affects the validity, as to the Borrower, of any of the transactions contemplated by this Loan Agreement, or the ability of the Borrower to perform its obligations hereunder or thereunder or as contemplated by this Loan Agreement.

(18) The proceeds of the Bonds shall be applied to the payment of capital and other costs of the Project, as required by the Act.

(19) The Borrower is not in the trade or business of selling properties such as the Bond-Financed Project and is undertaking the Bond-Financed Project for investment purposes only or otherwise for use by the Borrower in its trade or business; therefore, the Borrower has no

intention now or in the foreseeable future to voluntarily sell, surrender or otherwise transfer, in whole or part, its interest in the Bond-Financed Project.

(20) The Borrower is not in default in the payment of the principal of or interest on any indebtedness for borrowed money nor in default under any instrument or agreement under and subject to which any indebtedness for borrowed money has been issued.

(21) The Borrower has filed all federal and state income tax returns which, to the knowledge of the officers of the Borrower, are required to be filed and has paid all taxes shown on said returns and all assessments and governmental charges received by the Borrower to the extent that they have become due.

(22) To the knowledge of the Borrower, no public official of the Issuer has either a direct or indirect financial interest in this Loan Agreement nor will any public official either directly or indirectly benefit financially from this Loan Agreement.

(23) The Borrower has approved the terms and conditions of the Bonds and the Indenture, and the Borrower acknowledges that (i) the Borrower has received executed copies of the Issuer Documents, including the Indenture, the Borrower Documents, and the Cooperative Documents; (ii) the Borrower is familiar with the provisions and agrees to be bound to the fullest extent permitted by law to all provisions of the Indenture and the Cooperative Documents, directly or indirectly relating to the Borrower; (iii) the Borrower shall take all such actions as are required or contemplated of the Borrower under the Indenture to preserve and protect the rights of the Trustee and of the Holders thereunder; and (iv) the Borrower shall not take or effect any action which would cause a default thereunder or jeopardize such rights. The Borrower agrees that any provisions governing the rights, immunities and protections of the Trustee under the Indenture are incorporated by reference into this Loan Agreement as though fully set forth in this Loan Agreement

(24) Each document executed by the Borrower in connection with the Loan constitutes the legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms (subject, as to enforceability, to limitations resulting from bankruptcy, insolvency and other similar laws affecting creditors' rights generally).

(25) The financial statements of the Borrower [described in Section 7.3 hereof] for periods ending prior to the date hereof and delivered to the Original Purchaser are complete and correct in all material respects and fairly present the financial condition of the Borrower at the date of such statement. Since the date of the balance sheet set forth in the most recent set of such financial statements delivered by the Borrower, there have been no material adverse changes in the financial condition of the Borrower.

(26) No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any governmental authority or any third party is required in connection with the execution and delivery of this Loan Agreement, or any of the agreements or instruments herein mentioned or related hereto to which the Borrower is a party or the carrying out or performance of any of the transactions required or contemplated hereby or thereby or, if

required, such consent, approval, order or authorization has been obtained or such registration, declaration or filing has been or will be accomplished or such notice has been or will be given.

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ARTICLE III

COMPLETION OF PROJECT

Section 3.1. Acquisition, Construction, and Equipping of the Project by Borrower. In connection with the acquisition, construction and equipping of the Project, the Borrower represents and covenants as follows:

(1) Acquisition, Construction, and Equipping. The Borrower will construct the Project within the boundary lines of the Project Premises legally described in the attached EXHIBIT A and will provide all other improvements, utilities, and other items required for facilities fully operable for use as an education services facility, including an administration, office, meeting and training center.

(2) Completion. The Borrower will acquire, construct, and equip the Project as promptly as practicable with all reasonable dispatch and in any event no later than August 1, 2025, except only as completion may be delayed by strikes, riots or acts of God or the public enemy, shortages of materials or supplies or any other reason beyond the reasonable control of the Borrower for which a reasonable extension of the time of completion shall be granted as determined by Bond Counsel, provided that if the Project is not completed by that date there shall be no resulting liability on the part of the Issuer and no abatement or diminution in the payments required to be made by the Borrower under Article IV hereof.

Section 3.2. Payment of Project Costs by Borrower. The Borrower agrees that it will provide any and all money required for the prompt and full payment of all sums required to complete the Project, including all of the following items which will be reimbursable from proceeds of the Bonds from and to the extent and in the manner provided in Sections 3.5 and 3.6 hereof and subject to the provisions of the Act and the Code. Project Costs shall include the following:

(1) all expenses incurred and to be incurred in connection with the acquisition, construction and equipping of the Project, including but not limited to the contract price of all labor, services, materials, supplies and equipment furnished under any contract for the construction and installation of the Project or otherwise incurred in connection therewith, including the cost of all Project Equipment and all appurtenances thereto, and of all rights-of-way for access and utility connections to and from the Project Premises, and all fees required for recording all financing statements and any title documents relating to the Indenture;

(2) the expense of preparation of the plans and specifications for the Project, including utilities, and all other facilities necessary or desirable in connection therewith, and all other architectural, engineering and supervisory services incurred and to be incurred in the planning, construction, and completion of the Project;

(3) all legal (including Bond Counsel and counsel to the Issuer, the Borrower, the Original Purchaser, and the Trustee), abstractors', financial and accounting fees and expenses,

administrative and rating agency fees (if any), printing costs and other expenses incurred and to be incurred on or before or in connection with the Completion Date with respect to (i) the authorization, sale and issuance of the Bonds; (ii) the preparation of this Loan Agreement, the Indenture, the Mortgage, the Lease Agreement, the Continuing Disclosure Undertaking, the Bond Purchase Agreement, and all other documents necessary to the Bond Closing or required by this Loan Agreement or the Indenture; (iii) the establishment of the Completion Date, including compliance with any governmental or administrative rules or regulations on or before such date; or (iv) the administrative charges imposed by the Issuer pursuant to Section 4.3 of this Loan Agreement in connection with the issuance of the Bonds;

(4) premiums on all insurance (including any title insurance) required to be taken out and maintained during the period before the Completion Date;

(5) all expenses incurred in seeking to enforce any remedy against any contractor, or any subcontractor or any supplier in respect of any default under any contract with such Person;

(6) all deed taxes, recording fees and other taxes, charges and assessments and license and registration fees of every nature whatsoever incurred and to be incurred in connection with acquisition or completion of the Project including the financing thereof;

(7) the cost of all other labor, services, materials, supplies and equipment necessary to complete the acquisition, construction, and installation of the Project, including but not limited to the Project Equipment;

(8) all fees and expenses of the Trustee and Paying Agent under the Indenture that become due on or before the Completion Date or in connection with the establishment of the Completion Date;

(9) without limitation by the foregoing, all other expenses which under accepted accounting practice constitute necessary capital expenditures for the completion of the Project or issuance of the Bonds, not including working capital or expendable supplies (all of which are nevertheless to be supplied by the Borrower from its own funds without reimbursement);

(10) interest on the Bonds during construction of the Project; and

(11) all advances, payments and expenditures made or to be made by the Issuer, the Trustee and any other person with respect to any of the foregoing expenses.

All Project Costs may be paid or reimbursed from available monies in the Construction Fund and the Cost of Issuance Fund to the extent and in the manner permitted in Sections 3.5 and 3.6 hereof. If, however, such monies are insufficient to pay in full Project Costs payable therefrom or are otherwise unavailable to pay any Project Costs, the Borrower shall nevertheless promptly pay so much of such Project Costs as may be in excess of such available monies in the Construction Fund or shall, at the request of the Trustee, forthwith pay over to the Trustee such monies as are necessary to pay such Project Costs. The Borrower shall not by reason of the payment of such excess Project Costs be entitled to any reimbursement from the Issuer in excess

of any monies available therefor in the Construction Fund or for any abatement or diminution of the Loan Repayments or Additional Charges.

Section 3.3. Authorization under the Act. In accordance with the Act, the Borrower agrees:

(1) to acquire, construct, and equip the Project and install the Project Equipment upon the Project Premises;

(2) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, with any other Persons, and in general to do all things which may be requisite or proper for acquiring, constructing, and installing the Project;

(3) pursuant to the provisions of this Loan Agreement, to pay all fees, costs and expenses incurred in the acquisition, construction, and installation of the Project from funds made available therefor in accordance with this Loan Agreement or otherwise subject to the right to contest such fees, costs and expenses; and

(4) so long as the Borrower is not in default under any of the provisions of this Loan Agreement to exercise all authority hereby conferred, which is granted and conferred irrevocably to the Completion Date and thereafter until all activities in connection with the acquisition, construction, and installation of the Project shall have been completed.

Neither the authorization granted in the Act nor any other provision of this Loan Agreement shall be construed as making the Borrower an agent or joint venture with the Issuer.

Section 3.4. Issuance of Bonds. The Issuer has contracted for the sale of the Bonds authorized by the Indenture, and the Borrower has and does approve the terms of the Indenture. Forthwith upon execution of this Loan Agreement, the Indenture, the Bond Purchase Agreement, the Indenture, the Mortgage, the Lease, the Assignment of Lease, the Continuing Disclosure Undertaking, the Tax Certificate, and all other documents required to be executed by the aforementioned documents, or as soon thereafter as practicable, the Issuer will execute the Bonds and cause them to be authenticated by the Trustee and delivered to the Original Purchaser upon payment of the purchase price of the Bonds and delivery to the Trustee of the documents enumerated in Section 2.08 of the Indenture and any other documents required by this Loan Agreement, the Bond Purchase Agreement, and the Continuing Disclosure Undertaking. Pursuant to the Indenture, proceeds from the initial sale of the Series 2024A Bonds in the amount of \$[_____] (par amount of \$[Series A Par].00, plus net original issue [premium/discount] of \$[_____] , less Underwriter's discount of \$[_____]) and the proceeds from the initial sale of the Series 2024B Bonds in the amount of \$[_____] (par amount of \$[Series B Par].00, less Underwriter's discount of \$[_____]) will be delivered to the Trustee who is required by the Indenture to deposit the same in the following trust funds in the following amounts:

(1) in the Bond Fund, an amount equal to \$[_____] from the proceeds of the Series 2024A Bonds and an amount equal to \$[_____] from the proceeds of the Series 2024B Bonds, for payment of capitalized interest;

(2) in the Cost of Issuance Fund, an amount equal to \$[_____] from the proceeds of the Series 2024A Bonds and \$[_____] from the proceeds of the Series 2024B Bonds for payment of Issuance Expenses; and

(3) in the Construction Fund, an amount equal to \$[_____] from the proceeds of the Series 2024A Bonds for payment of Project Costs.

If for any reason such documents are not furnished and the approving opinion of Bond Counsel in customary form cannot be obtained, then this Loan Agreement shall be terminated and be void and of no effect and the Borrower shall be obligated to pay all costs and expenses enumerated in Section 3.2 and incurred on or before the date of such termination.

Section 3.5. Disbursements from Construction Fund.

(1) Pursuant to the Indenture, the Trustee shall disburse money from the Construction Fund to or upon the order of the Borrower, in payment or reimbursement of Project Costs enumerated in Section 3.2 and certified, in writing by the Borrower Representative, provided that in no event shall less than ninety-five percent (95%) of the net proceeds of the Bonds be used to pay or reimburse prior expenditures chargeable to the capital account of the Project paid prior to December 30, 2023 (the date which is sixty (60) days prior to the adoption of a reimbursement resolution with respect to the 2022 Project by the governing body of each of the Borrower and the Cooperative on February 28, 2024), subject to the exception for preliminary expenditures and de minimis amounts under Section 1.150-2(f) of the Treasury Regulations.

(2) With respect to all Project Costs, each draw request (in the form attached as EXHIBIT B hereto) signed by the Borrower Representative shall contain the following additional information:

(A) the amount and nature of each item of Project Costs and the name and address of the payee, with the payee's statement and if reimbursement is requested, evidence of payment thereof attached;

(B) the amount of the requested draw to be disbursed from the Construction Fund;

(C) a statement that each item for which payment or reimbursement is requested is or was necessary in connection with the Project, qualifies as a Project Cost under this Loan Agreement and, if for the construction or equipping of the Project, was made or incurred in accordance with the plans and specifications for the Project and that none of such items has formed the basis for any previous payment from the Construction Fund; and

(D) a statement that there is no outstanding indebtedness known, after due inquiry, for labor, wages, materials or supplies which, if unpaid, might become the basis of a vendor's lien, or a mechanics', materialmen's, statutory or other similar lien upon the

Project or any part thereof, other than indebtedness then certified for payment or diligently being contested in good faith by the Borrower and that each contractor, subcontractor and materialman has filed with the Borrower receipts and waivers of liens for all amounts theretofore certified for payment, or any amount therein certified for reimbursement to the Borrower for payment, for work, materials and equipment furnished by him or that there is on file with the construction manager a cancelled check endorsed by the contractor, subcontractor or materialman evidencing such payment.

(3) For purposes of complying with this Section, the Trustee shall conclusively rely and shall be protected in acting or refraining from acting upon the draw request of the Borrower. The Trustee shall not be bound to make an investigation into the facts or matters stated in any draw request of the Borrower. The Trustee shall not be responsible for determining whether the funds on hand in the Construction Fund are sufficient to complete the Project. The Trustee shall not be responsible to collect lien waivers.

Section 3.6. Establishment of Completion Date.

(1) The Completion Date shall be the date on which the Borrower shall furnish to the Trustee a certificate signed by the Borrower Representative and stating that the acquisition, construction, and equipping of the Project has been completed, and that the entire cost of the Project has been paid or are then due and payable in accordance with the draw request submitted pursuant to Section 3.5 hereto.

(2) On the Completion Date any balance remaining in the Construction Fund shall be disbursed by the Trustee to the Borrower or its order in such amount as may be necessary (and all thereof shall be disbursed if necessary) to pay, or to reimburse to the Borrower for the payment of, any part of the Project Costs which have not theretofore been paid by the Borrower or has not theretofore been reimbursed to the Borrower, as the case may be, in accordance with the provisions of Section 3.5 hereof. Any balance remaining in the Construction Fund shall be transferred by the Trustee to the Bond Fund.

Section 3.7. Enforcement of Contract. In the event of default of any contractor or subcontractor under any construction contract or in the event of a breach of warranty with respect to any materials, workmanship or performance, the Borrower will promptly proceed with commercial reasonableness and prudence, either separately or in conjunction with others, to exhaust its remedies against the contractor, subcontractor or vendor in default and against any surety on a bond securing the performance of such contract; provided, however, that the Borrower may on the advice of its counsel refrain from exhausting such remedies if determined by the Borrower not to be in its best interests and not necessary to complete construction of the Project, and the Borrower may also replace a defaulting contractor or subcontractor if the Borrower determines that it is in the best interest of the Borrower and/or the Project to do so. The Borrower shall pay any amounts recovered pursuant to any bond or by way of damages, refunds, adjustments or otherwise in connection with the foregoing, after deduction of expenses incurred in such recovery, other than any amounts resulting from the loss of income, into the Construction Fund if received before the Completion Date, and otherwise into the Bond Fund, provided that the Borrower may set off against such amounts or obtain reimbursement from the

Construction Fund for any payments made by the Borrower in connection with such action as an item of Project Cost as provided in Section 3.5.

Section 3.8. Disbursements from the Cost of Issuance Fund. The Issuer has, in the Indenture, authorized and directed the Trustee to make payments from the Cost of Issuance Fund for the payment of Issuance Expenses as provided in this Section. Payments shall be made from the Cost of Issuance Fund only for paying the Issuance Expenses including the costs of the title policies, legal, accounting, organization, Rating Agency fees, Trustee fees, marketing or other special services and other fees and expenses incurred or to be incurred by or on behalf of the Issuer or the Borrower in connection with the issuance of a series of Bonds. Each payment out of the Cost of Issuance Fund shall be made only upon receipt by the Trustee of invoices along with a request for payment signed by the Borrower Representative. The Trustee may conclusively rely and be protected in acting upon any written request signed by the Borrower Representative in making a disbursement hereunder and shall have no obligation to examine any accompanying invoices.

On [October/November] 1, 2024, the Trustee shall transfer proceeds of the Bonds remaining in the Cost of Issuance Fund to the Construction Fund or, in the event the Completion Date has occurred, any money remaining in the Cost of Issuance Fund shall be transferred to the Bond Fund.

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ARTICLE IV

THE LOAN, LOAN REPAYMENTS, ADDITIONAL CHARGES AND ADDITIONAL FINANCING

Section 4.1. The Loan. The Issuer agrees, upon the terms and conditions herein specified, to lend to the Borrower the proceeds received by the Issuer from the sale of the Bonds, excluding any accrued interest, by causing such proceeds to be deposited with the Trustee for disposition as provided herein and in the Indenture. The amount of the Loan shall be deemed to include any “discount” or any other amount by which the aggregate price at which the Issuer sells the Bonds to the Underwriter is less than the aggregate principal amount of the Bonds; and the obligation of the Issuer to make the Loan shall be deemed fully discharged upon so depositing the proceeds of the Bonds with the Trustee.

Section 4.2. Loan Repayments.

(1) Subject to the Borrower’s right of prepayment granted in Sections 8.2 and 8.4, the Borrower agrees to repay the Loan (the “Loan Repayments”) as follows:

(A) As and for repayment of the Loan, on or before [five ((5)) Business Days prior to February 1 and August 1, the Borrower shall make Loan Repayments in an amount which, together with any balance on hand in the Bond Fund and available for that purpose, will equal (i) the amount payable as interest on the Outstanding Bonds on the next succeeding Interest Payment Date; and (ii) the amount payable as principal on the Outstanding Bonds on the next succeeding Principal Payment Date.

(B) Upon the occurrence of a “Determination of Taxability” the Borrower shall make the payment described in Section 7.8 hereof.

(C) Upon the occurrence of the damage, destruction or Condemnation of the Project and the termination of this Loan Agreement, the Borrower shall make the payments described in Article VI and Sections 8.2 and 8.4 hereof.

(D) On or before the date due, the Borrower shall pay an amount required to be deposited in the Rebate Fund pursuant to Section 7.7(13) hereof.

It is understood and agreed that all payments payable under this subsection (1) by the Borrower are assigned by the Issuer to the Trustee for the benefit of the Bondholders of the Bonds. The Borrower consents to such assignment. The Issuer hereby directs the Borrower and the Borrower hereby agrees to pay to the Trustee at the Trustee’s office which is at the address shown in or pursuant to Section 13.07 of the Indenture, all payments payable by the Borrower pursuant to this subsection (1); provided, however, that amounts transferred from the Revenue Fund to the Bond Fund pursuant to Section 4.02(a) of the Indenture shall be credited against the payments required under this subsection (1).

(2) All payments of Loan Repayments shall be made directly to the Trustee at its corporate trust office, for the account of the Issuer. In the event the Borrower should fail to make any of the payments required in this Section 4.2, the item so in default shall continue as an obligation of the Borrower until the amount in default shall have been fully paid, and the Borrower agrees to pay the same with interest thereon (including to the extent permitted by law, interest on overdue installments of interest) at the rate borne by the Bonds as to which such default exists.

Section 4.3. Additional Payments.

(1) The Borrower agrees to pay the Issuer at Bond Closing the Issuer Fee, a one-time administrative fee equal to (A) 0.25% of the original principal amount of the Bonds issued up to \$10,000,000, plus (B) 0.15% of the original principal amount of the Bonds in excess of 10,000,000. The Issuer Fee is required by the Issuer for the purpose of partially compensating the Issuer for services to be performed by it prior to and during the Term of the Loan Agreement. The Issuer Fee is not pledged to payment of the Bonds and may be used by the Issuer for any proper purpose.

(2) The Borrower agrees to pay any costs incurred by the Issuer as a result of the Issuer's compliance with an audit, random or otherwise, by the Internal Revenue Service, the Minnesota Department of Revenue, the Office of the State Auditor, or any governmental entity with respect to the Bonds, the Borrower, or the Project.

Section 4.4. Additional Charges. The Borrower agrees to pay, when due, each and all of the following:

(1) to or upon the order of the Trustee, when due, all reasonable fees of the Trustee for services rendered under the Indenture and all reasonable fees and charges of the Paying Agent, registrars, legal counsel, accountants, engineers, public agencies and others incurred in the performance on request of the Trustee of services required under the Indenture for which the Trustee and such other Persons are entitled to payment or reimbursement; provided that the Borrower may, without creating a default hereunder, contest in good faith the necessity or reasonableness of any such services, fees or expenses;

(2) the reasonable fees and expenses of counsel for the Issuer;

(3) to the Trustee, the amount of all advances made pursuant to Section 5.4 hereof, with interest thereon; and

(4) any costs incurred by the Trustee or Original Purchaser in the preparation of printed bonds.

Section 4.5. Borrower's Obligations Unconditional. All Loan Repayments, Additional Payments, and Additional Charges and all other payments required of the Borrower hereunder shall be paid without notice or demand and without setoff, counterclaim, or defense for any reason and without abatement or deduction or defense (except as provided in Section 8.2 hereof).

The Borrower will not suspend or discontinue any such payments, and will perform and observe all of its other agreements in this Loan Agreement, and, except as expressly permitted in Sections 7.8 and 8.4 hereof, will not terminate this Loan Agreement for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction or damage to the Project or the Borrower's business, the taking of the Project or the Borrower's business by Condemnation or otherwise, the lawful prohibition of the Borrower's use of the Project or the Borrower's business, the interference with such use by any Person, the invalidity or unenforceability or lack of due authorization or other infirmity of this Loan Agreement, the lack of right, power or authority of the Issuer to enter into this Loan Agreement, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of the Issuer or Trustee, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State or any political subdivision thereof, or failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the Loan Repayments and other amounts payable by the Borrower hereunder shall be paid in full when due without any delay or diminution whatever.

Section 4.6. Assignment of Issuer's Rights. As security for the payment of the Bonds, the Issuer will pledge the amounts payable hereunder and assign, without recourse or liability, to the Trustee, the Issuer's rights under this Loan Agreement, including the right to receive payments hereunder (except with respect to the Issuer's Unassigned Rights) and hereby directs the Borrower to make said payments directly to the Trustee. The Borrower herewith assents to such assignment and will make payments under this Loan Agreement directly to the Trustee without defense or setoff by reason of any dispute between the Borrower and the Trustee.

Section 4.7. Borrower's Remedies. Nothing contained in this Article shall be construed to release the Issuer from the performance of any of its agreements herein or to be a waiver of any of Borrower's rights, claims or causes of action as would otherwise exist, and if the Issuer should fail to perform any such agreements, the Borrower may institute such action against the Issuer as the Borrower may deem necessary to compel such performance so long as such action shall not violate the Borrower's agreements in Section 4.5 or diminish or delay the amounts required to be paid by the Borrower pursuant to Sections 4.2, 4.3 and 4.4. The Borrower acknowledges, however, and agrees that any pecuniary obligation of the Issuer created by or arising out of this Loan Agreement shall be payable solely out of the proceeds derived from this Loan Agreement and the sale of the Bonds.

Section 4.8. Deposit of Lease Revenues to Revenue Fund. The Borrower hereby covenants and agrees that the Lease Payments due from the Cooperative under the Lease shall be paid directly to the Trustee pursuant to the requirements of this Loan Agreement and the Lease, within [___ (___)] Business Days of receipt, for deposit by the Trustee into the Revenue Fund. Amounts received as Lease Payments shall be transferred by the Trustee under the provisions of Article V of the Indenture from the Revenue Fund as required under the terms of the Indenture and shall be credited against the payments required under Sections 4.2(1), 4.3, and 4.4 above.

ARTICLE V

PROJECT COVENANTS

Section 5.1. Project Operation and Maintenance. (a) The Borrower shall pay, or pursuant to the Lease, cause the Cooperative to pay, all expenses of the operation and maintenance of the Project including, but without limitation, adequate insurance thereon and insurance against all liability for injury to Persons or property arising from the operation thereof, and all taxes and special assessments levied upon or with respect to the Project and payable during the Term of the Loan Agreement and further described in this Article V. The Borrower agrees that at all times during the Term of the Loan Agreement, the Borrower will, at the Borrower's own expense, maintain, preserve and keep the Project open as an education services facility, or pursuant to the Lease cause the Cooperative to maintain, preserve and keep the Facility, with the appurtenances and every part and parcel thereof, open as an education services facility and in good repair, working order and condition and that the Borrower will from time to time make or pursuant to the Lease cause the Cooperative to make all repairs, replacements and renewals deemed proper and necessary by it.

(b) The Borrower shall pay or, under the terms of the Lease, cause the Cooperative to pay during the Term of the Loan Agreement, as the same respectively become due, all taxes, assessments, and other governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project or any part thereof, or any interest therein or the revenues derived therefrom or hereunder, all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project and all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Project, provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Borrower shall be obligated to pay only such installments as are required to be paid during the Term of the Loan Agreement.

Section 5.2. Sale, Lease or Other Disposition of Any Portion of the Project. The Borrower agrees that it shall not sell, lease or otherwise dispose (including, without limitation, any involuntary disposition) of any portion of the Project unless the Borrower determines that such property has been transferred in exchange for compensation in an arms-length transaction. The Borrower may sell, lease, or otherwise dispose (including, without limitation, any involuntary disposition) of any portion of the Project (either real or personal property, including cash and investments) only if (1) no default or Event of Default then exists under this Loan Agreement and (2) if the sale, lease or other disposition relates to any portion of the Bond-Financed Project, before any such lease, sale or assignment, the Borrower shall have delivered to the Trustee an opinion of Bond Counsel, addressed to the Trustee, stating in effect that such lease, sale or assignment will not cause interest on the Tax-Exempt Bonds to be included in gross income for purposes of federal income taxation.

Section 5.3. No Additional Liens.

(1) The Borrower represents and warrants that, as of the date of execution of this Loan Agreement, there exists no lien, charge or encumbrance, other than the Permitted Encumbrances and capital leases, upon the Project Premises, or Loan Repayments, prior to this Loan Agreement. Except as otherwise permitted by the provisions of this Loan Agreement or any Security Document, the Borrower will not create or suffer to be created any lien, encumbrance or charge upon the Project Premises, other than Permitted Encumbrances and capital leases, and it will satisfy or cause to be discharged, or will make adequate provision to satisfy and discharge, within sixty (60) days after the same shall occur, all lawful claims and demands for labor, materials, supplies or other items which, if not satisfied, might by law become a lien upon the Project Premises; provided that liens for labor or materials arising by operation of statutory law shall not be within the purview of this Section 5.3 if, when such liens shall be perfected, the Borrower shall cause them to be promptly discharged. If any such lien shall be filed or asserted against the Project Premises, or against any installment of Loan Repayments or Additional Charges, by reason of work, labor, services, or materials supplied or claimed to have been supplied, the Borrower shall, within thirty (30) days after it receives notice of the filing thereof or the assertion thereof, cause the same to be discharged of record, or effectively prevent the enforcement or foreclosure thereof against the Project, or against any installment of Loan Repayments or Additional Charges, by contest, payment, deposit, bond, order of court or otherwise.

Section 5.4. Advances. The Borrower acknowledges and agrees that under the Indenture the Trustee may take certain action and make certain advances relating to the Project or to certain other matters as expressly provided therein, and the Borrower shall be obligated to repay all such advances on demand, with interest from the date of each such advance, at the rate and under the conditions set forth in the Indenture.

Section 5.5. Alterations to the Project and Removal of Project Equipment. The Borrower shall have the right from time to time, at its cost and expense, to remodel and make such additions, modifications, alterations, improvements and changes (collectively referred to as “alterations”) in or to the Project or to remove any equipment therefrom as the Borrower, in its discretion, may deem to be desirable for its uses and purposes, provided such alterations or removal do not impair the operation of the Project or the character of the Project as a “project” within the meaning of the Act or otherwise impair the exclusion from gross income under Section 103 of the Code of the interest on the Bonds.

Section 5.6. Insurance. (a) The Borrower shall maintain, or pursuant to the Lease cause the Cooperative to maintain, at its cost and expense, insurance as follows:

(1) *Liability Insurance.* Comprehensive liability and property damage insurance against loss and/or damage with respect to the activities to be undertaken by and on behalf of the Borrower and the Cooperative in connection with the use of the Project substantially the same as insurance carried by the Cooperative with respect to other governmental activities.

(2) *Property Insurance.* Casualty and property damage insurance with respect to the Project in an amount at least equal to the replacement value of the Project with a deductible not to exceed the deductible carried by the Cooperative with respect to other similar governmental buildings (except that during construction of the Project, builders risk insurance, full value of completed structure - all risk coverage, may be substituted for property insurance required for that portion of the Project). Such coverage must apply exclusively to the Project and must be available to repair/rebuild the Project under all circumstances after the occurrence of an insured peril. Full payment of insurance proceeds up to the required policy dollar limit in connection with damage to the Project shall, under no circumstances, be contingent on the degree of damage sustained at other facilities owned or leased by the Cooperative. The policy must explicitly waive any co-insurance penalty. The Net Proceeds of insurance required by this section will be applied to the prompt repair, restoration or replacement of the Project or to the prepayment of Lease Payments as provided in the Lease. Any Net Proceeds not needed for those purposes will be paid to the Cooperative.

(3) *Worker's Compensation Insurance.* If required by State law, the Borrower shall carry, or pursuant to the Lease cause the Cooperative to carry, Worker's Compensation Insurance covering all employees on, in, near or about the Project, and upon request, the Borrower shall furnish to the Issuer certificates evidencing such coverage throughout the Term of the Loan Agreement.

(b) All insurance required in this Section shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State and rated A by Best or in the two highest categories of S&P's and Moody's and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least thirty days before the cancellation or revision becomes effective. All insurance policies or riders required by this Section 5.6 shall be so written or endorsed as to make losses payable to the Trustee, the Company, and the Charter School as their respective interests may appear. During the period of completion of the Project, the requirement that the Trustee be named as an insured party under the liability insurance may be satisfied by having the Trustee named as additional insureds under the liability insurance policy carried by the general contractor for the Project. The Borrower shall annually deposit, or pursuant to the Lease cause the Cooperative to annually deposit, with the Trustee a certificate of the Borrower or the Cooperative stating that the insurance carried for the Project is in full force and effect and complies with Section 5.6 of the Loan Agreement and Article VI of the Lease. Before the expiration of any such policy (or rider), the Borrower shall furnish or cause the Cooperative to furnish to the Trustee evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Section 5.6 and Article VI of the Lease.

Section 5.7. Damage or Destruction. The Borrower agrees to notify the Trustee immediately in the case of damage exceeding \$[100,000] in amount to, or destruction of, the Project or any portion thereof resulting from fire or other casualty. In the event that any such damage or destruction does not exceed \$[100,000], the Borrower shall forthwith repair, reconstruct and restore the Project to substantially the same or an improved condition or value as

existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Borrower will apply the Net Proceeds of any insurance relating to such damage received by the Borrower to the payment or reimbursement of the costs thereof. Net Proceeds of any insurance relating to such damage shall be paid directly to the Borrower.

In the event the Project or any portion thereof is destroyed by fire or other casualty and the damage or destruction is estimated to exceed \$100,000 and (i) it is estimated by the Borrower that the Project could not be placed back in service within six (6) months of such occurrence, or (ii) the estimated cost of restoration of the Project exceeds twenty percent (20%) of the original principal amount of the Bonds and the Project cannot be restored at a cost not exceeding the Net Proceeds of insurance received or likely to be received as a result of such damage or destruction, or (iii) the Borrower shall determine that it is not practical or desirable to rebuild, repair, or restore the Project, but the Borrower determines that the undamaged portion of the Project is sufficient to continue operations at the Project that are comparable to the operations at the Project prior to the damage or destruction, then the Borrower shall within one hundred twenty (120) days after such damage or destruction elect one of the following three options by written notice of such election to the Trustee:

(1) Option A - Repair and Restoration. The Borrower may elect to repair, reconstruct and restore the damaged Project. In such event, the Borrower shall proceed forthwith to repair, reconstruct and restore the damaged or destroyed Project to substantially the same condition or value as existed prior to the event causing such damage or destruction and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Borrower will apply the Net Proceeds of any insurance relating to such damage or destruction received by the Borrower from the Trustee to the payment or reimbursement of the costs thereof.

In the event the Borrower shall elect this Option A, the Borrower shall complete the repair, reconstruction and restoration of the Project, whether or not the Net Proceeds of insurance received by the Borrower for such purposes are sufficient to pay for the same. Net Proceeds not required for the repair, reconstruction and restoration of the Project shall be applied to the prepayment of the Bonds or used for such other purpose as the Borrower, based upon an opinion of Bond Counsel, determines will not cause interest on the Bonds to be included in gross income for purposes of federal income taxation.

(2) Option B – Partial Redemption of the Bonds. In the event that the Borrower shall determine that it is not practical or desirable to rebuild, repair, or restore the Project, but a certificate of a Borrower representative is delivered to the Trustee which states in effect that the undamaged portion of the Project is sufficient to continue operations at the Project that are comparable to the operations at the Project prior to the damage or destruction, this Loan Agreement shall not be terminated and the Net Proceeds of insurance shall be applied, to the maximum extent possible, to the partial redemption and prepayment of the Bonds in accordance with Section 3.01 of the Indenture.

(3) Option C - Redemption of the Bonds. In case the Borrower is unable to deliver the certificates or reports necessary under Option A of this Section, and in the event that the

Borrower is unable to make the determination and deliver the certificate necessary under Option B of this Section, this Loan Agreement shall be terminated in accordance with Section 8.4 and the Bonds shall be redeemed. If the Net Proceeds of insurance, together with all amounts then held by the Trustee under the Indenture available to redeem or retire the Bonds, shall be insufficient to so redeem the Bonds (including the expenses of redemption), the Borrower shall pay such deficiency to the Trustee as a Loan Repayment and the Net Proceeds of insurance, together with such Loan Repayment and amounts held by the Trustee under the Indenture, shall be applied to such redemption of the Bonds in accordance with Section 8.4 hereof and Section 3.01 of the Indenture. If the Bonds have been fully paid and all obligations of the Borrower hereunder have been paid or provided for, all Net Proceeds shall be paid to the Borrower.

Section 5.8. Condemnation. In the event of any condemnation or taking of the Project and (i) where title shall have been taken to all or substantially all of the Project or Project Premises, or so much so that the Borrower estimates that it will not be able to be placed back in service within six (6) months of such condemnation or taking; or (ii) the estimated cost of restoration of the Project exceeds twenty percent (20%) of the original face amount of the Bonds and the Project cannot be restored at a cost not exceeding the Net Proceeds of the Condemnation award; or (iii) the Borrower shall determine that it is not practical or desirable to restore the Project, but the Borrower determines that the portion of the Project not condemned or taken is sufficient to continue operations at the Project that are comparable to the operations at the Project prior to the condemnation or taking, the Borrower shall, within one hundred twenty (120) days after the date on which the Net Proceeds are finally determined, elect one of the three following options by written notice of such election to the Trustee.

(1) Option A - Repairs and Improvements. The Borrower may elect to use the Net Proceeds of the award made in connection with such condemnation or taking for additions, repairs and improvements to the Project.

Net Proceeds not required for the repairs and improvements shall be applied to the prepayment of the Bonds or in such other manner as the Borrower, based upon an opinion of Bond Counsel, determines will not cause interest on the Bonds to be included in gross income for purposes of federal income taxation.

(2) Option B – Partial Redemption of the Bonds. In the event that the Borrower shall determine that it is not practical or desirable to rebuild, repair, or restore the Project, but a certificate of a Borrower representative is delivered to the Trustee which states in effect that the portion of the Project not condemned or taken is sufficient to continue operations at the Project that are comparable to the operations at the Project prior to the condemnation or taking, this Loan Agreement shall not be terminated and the Net Proceeds of insurance shall be applied, to the maximum extent possible, to the partial redemption and prepayment of the Bonds in accordance with Section 3.01 of the Indenture.

(3) Option C - Redemption of the Bonds. In case the Borrower is unable to deliver the certificates or reports necessary under Option A of this Section, and in the event that the Borrower is unable to make the determination and deliver the certificate necessary under Option B of this Section, this Loan Agreement shall be terminated in accordance with Section 8.4 and

the Bonds shall be redeemed. If the Net Proceeds of condemnation, together with the amount then held by the Trustee under the Indenture available to redeem the Bonds shall be insufficient to redeem the Bonds (including principal, accrued interest, and expenses of redemption), the Borrower shall pay such deficiency to the Trustee as a Loan Repayment, and the Net Proceeds of condemnation, together with such Loan Repayment and amounts held by the Trustee under the Indenture shall be applied to such redemption of the Bonds in accordance with Section 8.4 hereof and Section 3.01 of the Indenture. If the Bonds have been duly paid and all other obligations of the Borrower hereunder have been paid or provided for, any remaining Net Proceeds shall be paid to the Borrower.

Section 5.9. Hazardous Materials. The Borrower shall not use the Project in any manner so as to violate in any material respect any applicable law, rule, regulation or ordinance of any governmental body or in such manner as to vitiate insurance upon the Project. The Borrower shall not commit or permit any waste upon the Project which would materially decrease the value of the Project. The Borrower shall comply in all material respects with all regulations concerning the environment, health and safety relating to the generation, use, handling, production, disposal, discharge and storage of Hazardous Materials, as defined in Section 2.2(15) hereof, in, on, under, or about the Project. The Borrower shall promptly take any and all necessary action in response to the presence, storage, use, disposal, transportation or discharge of any Hazardous Materials in, on, under or about the Project by the Borrower or Persons acting on behalf of or at the direction of the Borrower as all applicable laws, rules, regulations, or ordinances may require. In the event the Borrower undertakes any remedial action with respect to any Hazardous Materials on, under or about the Project, the Borrower shall immediately notify the Trustee of any such remedial action, and shall conduct and complete such remedial action (1) in compliance with all applicable federal, state and local laws, regulations, rules, ordinances and policies, and (2) in accordance with the orders and directives of all federal, state and local governmental authorities.

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ARTICLE VI

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 6.1. Damage and Destruction. If there are any Outstanding Bonds when the Project is damaged or destroyed by fire or other casualty, the Borrower shall either restore the Project to the extent permitted or required by this Loan Agreement and the Indenture or, if Section 8.4 hereof is applicable, exercise its option to prepay the Loan pursuant to said Section.

Section 6.2. Condemnation. If there are any Outstanding Bonds when the Project or any part thereof is taken by Condemnation, the Borrower shall either restore the Project to the extent permitted or required by this Loan Agreement and the Indenture or, if Section 8.4 hereof is applicable, exercise its option to prepay the Loan pursuant to said Section.

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ARTICLE VII

BORROWER'S COVENANTS

Section 7.1. Covenant for the Benefit of the Trustee and Bondholders. The Borrower recognizes the authority of the Issuer to assign its interest in and pledge money receivable under this Loan Agreement (other than with respect to the Issuer's Unassigned Rights) to the Trustee as security for the payment of the principal and purchase price of and interest and redemption premiums, if any, on the Bonds, and the payment of all fees and expenses of the Trustee; and hereby agrees to be bound by, and joins with the Issuer in the grant of, a security interest to the Trustee in any right and interest the Borrower may have in sums held in the Funds described in Article IV of the Indenture, pursuant to the terms and conditions thereof, to secure payment of the Bonds. Each of the terms and provisions of this Loan Agreement is a covenant for the use and benefit of the Trustee and Holders of the Bonds, so long as any thereof shall remain Outstanding; but upon payment in full of the Bonds in accordance with Article X of the Indenture and of all fees and charges of the Trustee and Paying Agent, all references in this Loan Agreement to the Bonds, the Holders thereof, and the Trustee shall be ineffective, and neither the Trustee nor the Holders of any of the Bonds shall thereafter have any rights hereunder, save and except those that shall have theretofore vested or that arise from provisions hereunder which survive termination of this Loan Agreement.

Section 7.2. Inspection and Access. The Borrower agrees that the Trustee and its duly authorized agents shall have the right at all reasonable times to examine and inspect, and for that purpose to enter upon, the Project Premises, and shall also have such right of access thereto as may be reasonably necessary to cause the Project to be properly maintained in accordance with Article V hereof.

[Underwriter/Cooperative to provide guidance as to financial reporting and financial covenants under Section 7.3]

Section 7.3. Inspections; Reports, Financial Statements. The Borrower covenants that it will keep or cause to be kept proper books of records and accounts in which full, true, and correct entries will be made of all dealings or transactions of or in relation to the business and affairs of the Borrower in accordance with GAAP consistently applied except as may be disclosed in the notes to the audited financial statements referred to in subsection (2) below, and will furnish or cause to be furnished to the Trustee (with respect to the item required under subsection (3) below only), the Underwriter, EMMA and any Beneficial Owner of \$[1,000,000] or more of Bonds who provides written notification to the Trustee and the Borrower that such Beneficial Owner elects to receive such report or statement:

(1) Quarterly financial statements of the Borrower as soon as practicable after they are available but in no event more than forty-five (45) days after the completion of such quarterly fiscal period, commencing with the quarter ending [____, 20__], including a statement of activities and changes in net assets (income statement) of the Borrower during such period and a statement of financial position (balance sheet) as of the end of each such quarterly fiscal period,

all in reasonable detail and certified, subject to year-end adjustment, by the treasurer or another authorized financial officer of the Borrower.

(2) As soon as practicable after it is available, but in no event more than [_____] (____) days after the end of a Fiscal Year, commencing with the Fiscal Year ending June 30, 20[___], a financial report for such Fiscal Year certified by an Independent Accountant covering the operations of the Borrower for such Fiscal Year and containing an audited statement of financial position (balance sheet) as of the end of such Fiscal Year and an audited statement of activities and changes in net assets (income statement) for such Fiscal Year and an audited statement of cash flows for such Fiscal Year, showing in each case in comparative form the financial figures for the preceding Fiscal Year.

(3) At or before the time of delivery of the financial reports referred to in subsection (1) or (2) above, a certificate of the Chief Financial Officer of the Borrower stating that the Chief Financial Officer of the Borrower has made a review of the activities of the Borrower during the preceding Fiscal Year or preceding period, as the case may be, for the purpose of determining whether or not the Borrower has complied with all of the terms, provisions, and conditions of this Loan Agreement, including Section 7.9 hereof, and that the Borrower has kept, observed, performed, and fulfilled each and every covenant, provision, and condition of this Loan Agreement on its part to be performed and is not in default in the performance or observance of any of the terms, covenants, provisions, or conditions hereof, or if the Borrower shall be in default such certificate shall specify all such defaults and the nature thereof.

(4) Within thirty (30) days of the receipt of audited financial statements for each Fiscal Year (but no later than _____ (____) days after the end of the Fiscal Year), the Borrower shall furnish to the Trustee a certificate of the Chief Financial Officer of the Borrower showing the Borrower's [required debt service coverage ratio, days cash on hand]. Each of the calculations required hereunder shall be based upon audited financial statements, if available, and if not available based upon unaudited financial statements. If a calculation is based upon unaudited financial statements, the calculation shall be recalculated when the audited financial statements are available.

(5) Not later than August 15 of each Fiscal year, the Borrower shall furnish to the Trustee a certificate of the Chief Financial Officer of the Borrower showing the Borrower's Days Cash on Hand as of the preceding June 30.

(6) Such additional information as the Trustee may reasonably request concerning the Borrower in order to enable the Trustee to determine whether the covenants, terms, and provisions of this Loan Agreement have been complied with by the Borrower.

The Borrower also agrees that, within ten (10) days after its receipt thereof, the Borrower will file with the Trustee a copy of each consultant's report or counsel's opinion required to be prepared under the terms of this Loan Agreement.

Without limiting the foregoing, the Borrower will permit, upon reasonable notice, the Trustee and the Issuer (or such persons as they may designate) to visit and inspect the Project and to discuss the affairs, finances, and accounts of the Borrower with its officers and independent accountants, all at such reasonable times and locations and as often as the Trustee or the Issuer may reasonably desire.

Section 7.4. Indemnity by Borrower. (a) The Borrower shall and hereby agrees, at its expense, to pay, and to indemnify and save the Issuer, the Issuer Indemnified Parties, the Trustee and its officials, directors, officers, employees, attorneys and agents, and the Bondholders harmless against and from any and all claims, damages, demands, expenses, liabilities, and taxes of any character or nature whatsoever regardless of by whom imposed, and losses of every conceivable kind, character, and nature whatsoever including, but not limited to, claims for loss or damage to any property or injury to or death of any person, asserted by or on behalf of any person, firm, corporation, or governmental authority arising out of, resulting from, or in any way connected with (i) the Project or the conditions, occupancy, use, possession, conduct, or management of, or any work done in or about the Project, or from the planning, design, acquisition, or construction of the Project or any part thereof, (ii) any untrue statement or alleged untrue statement of any material fact or the omission or alleged omission to state a material fact necessary to make the statements made not misleading in any statement, information, or material furnished by the Borrower, including but not limited to any financial information, for use in any official statement of the Borrower authorized in connection with the sale of the Bonds and (iii) the Trustee's acceptance or administration of the Indenture or the trusts thereunder or the performance of the Trustee's duties thereunder or under this Agreement. The Borrower also covenants and agrees at its expense to pay and to indemnify and save the Issuer, the Issuer Indemnified Parties, and the Trustee and its officials, directors, officers, employees, attorneys and agents harmless of, from, and against all costs, reasonable counsel fees, expenses, and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. In the event that any action or proceeding is brought against the Issuer, the Issuer Indemnified Parties, or the Trustee and its officials, directors, officers, employees, attorneys and or agents by reason of any such claim or demand, the Borrower, upon notice from the Issuer, the Issuer Indemnified Parties, or the Trustee and its officials, directors, officers, employees, attorneys and or agents covenants to resist and defend such action or proceeding on behalf of the Issuer, the Issuer Indemnified Parties, or the Trustee and its officials, directors, officers, employees, attorneys and or agents. Notwithstanding the foregoing, neither the Issuer, the Issuer Indemnified Parties, nor the Trustee and its officials, directors, officers, employees, attorneys and agents shall be indemnified against costs, counsel fees or expenses, or liability for damage arising out of bodily injury to persons or damage to property or any other claims or acts caused by the gross negligence or the willful misconduct of the party seeking indemnity.

(b) It is the intention of the parties hereto that the Issuer and the Issuer Indemnified Parties shall not incur any pecuniary liability by reason of the terms of this Loan Agreement or the undertakings required of the Issuer hereunder, by reason of the issuance of the Bonds, by reason of the execution of the Indenture or this Loan Agreement or by reason of the performance of any act requested of the Issuer by the Borrower, or by reason of any audit or investigation initiated by the Internal Revenue Service, the Minnesota Department of Revenue, or any other federal or state agency relating to the Bonds, the Borrower, the Cooperative, the Trustee or the transactions contemplated herein or in the Indenture, including all claims, liabilities or losses

arising in connection with the violation of any statutes or regulations pertaining to the foregoing; nevertheless, if the Issuer or the Issuer Indemnified Parties should incur any such pecuniary liability, then in such event the Borrower shall indemnify and hold the Issuer and the Issuer Indemnified Parties harmless against all claims by or on behalf of any person, firm or corporation or other legal entity arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, except from claims arising from the willful, malicious or negligent acts of the Issuer or the Issuer Indemnified Parties, and upon notice from the Issuer, the Borrower shall defend the Issuer and the Issuer Indemnified Parties in any such action or proceeding.

(c) The Issuer shall not be obligated to pay the principal of or interest on the Bonds, except from money and assets received by the Trustee on behalf of the Issuer pursuant to this Loan Agreement, from amounts held by the Trustee under the Indenture, or from the proceeds of any Security Agreement. Neither the full faith and credit or the taxing power of the State or any political subdivision thereof nor the full faith and credit or the taxing power of the Issuer is pledged to the payment of the principal of or interest on the Bonds. The Borrower hereby acknowledges that the Issuer's sole source of money to repay the Bonds will be provided by the payments made by the Borrower pursuant to this Loan Agreement, or the collateral held by the Trustee therefor, and amounts credited to certain Funds held by the Trustee under the Indenture, and hereby agrees that if the payments to be made hereunder shall ever prove insufficient to pay all principal of and interest on the Bonds as the same shall become due (whether by maturity, redemption, acceleration or otherwise), then upon notice from the Trustee, the Borrower shall pay such amounts as are required from time to time to prevent any deficiency or default in the payment of such principal of or interest on the Bonds, including, but not limited to, any deficiency caused by acts, omissions, nonfeasance or malfeasance on the part of the Trustee, the Borrower, the Issuer or any third party, subject to any right of reimbursement from the Trustee, the Issuer or any such third party, as the case may be, therefor.

(d) The Borrower's covenants in this Section shall survive the payment of the Bonds, the termination of the Indenture, the termination of this Loan Agreement, and the resignation or removal of the Trustee.

Section 7.5. Status of Borrower. The Borrower agrees that while the Bonds are Outstanding, the Borrower shall (i) maintain its nonprofit corporate existence, (ii) maintain its status as a Tax-Exempt Organization, including making all required annual filings with the Internal Revenue Service, (iii) continue to be a nonprofit corporation qualified to transact business and in good standing in the State, (iv) not dissolve or otherwise dispose of all or substantially all of its assets, and (v) not consolidate with or merge into another legal entity or permit one or more other legal entities to consolidate with or merge into the Borrower.

Section 7.6. Maintenance of Security Interest. (a) The Borrower shall, at its expense, take all necessary action to maintain and preserve the lien and security interest of the Mortgage and this Loan Agreement so long as any Bond is Outstanding.

(b) The Borrower covenants that, except for Permitted Encumbrances, it will not mortgage, grant a deed of trust lien upon (other than the Mortgage), pledge, grant a security interest in, or make an assignment of any of its revenues or property, including without limitation

its accounts, contract rights, general intangibles, or the proceeds of any thereof, or any of the Mortgaged Property or the proceeds thereof.

(c) The Borrower covenants that it will cause all financing statements (including continuation statements, but excluding the initial financing statements dated as of the Date of Original Issuance related to the Indenture and all supplements thereto and this Loan Agreement and all supplements thereto, as well as the Lease, the Mortgage and such other security agreements, financing statements and all supplements thereto and other instruments as may be required or recommended from time to time by Borrower's counsel or by Bond Counsel or by the Trustee (acting at the advice of counsel) to be kept, to be recorded and filed in such manner and in such places as may from time to time be required by law in order to preserve and protect fully the security interests of the Bondholders of the Bonds and the rights of the Trustee under the Indenture and this Loan Agreement and, upon advice of counsel, to take or cause to be taken any and all other action necessary to perfect the security interests created by the Indenture, all at the expense of the Borrower.

Section 7.7. Assurance of Tax Exemption. The Borrower understands after consultation with such legal counsel as deemed appropriate, that the exclusion from gross income of interest on any Tax-Exempt Bonds (including the Series 2024A Bonds) for federal income tax purposes is dependent on the accuracy and truthfulness of representations made herein and in the Tax Certificate. The Borrower covenants and warrants that such representations are accurate and truthful, and the Borrower shall comply with the Tax Certificate.

Section 7.8. Determination of Taxability.

(1) Promptly after the occurrence of a Determination of Taxability, the Borrower shall give written notice to the Issuer and Trustee of the Determination of Taxability and the Borrower shall provide to the Trustee in immediately available funds, an amount which when added to the amounts on deposit in the Funds, will equal the principal amount of all the Unpaid Bonds plus accrued interest thereon to the Redemption Date, and the Bonds shall be redeemed pursuant to Article III of the Indenture.

(2) Upon a Determination of Taxability the Borrower shall also pay to the Trustee an amount equal to the Paying Agent's and Trustee's fees, accrued and to accrue until final payment and redemption of the Bonds, and all other advances, fees, costs and expenses reasonably incurred by the Trustee, the Issuer and the Paying Agent, including Bond Counsel and legal fees.

(3) If this Loan Agreement has not been terminated under Section 8.4 hereof prior to the Redemption Date for the Bonds, this Loan Agreement shall be terminated on said Redemption Date and the closing for the termination of this Loan Agreement shall be completed otherwise as provided for termination of this Loan Agreement upon exercise of the Borrower's options under Section 8.4 hereof.

(4) Neither the Borrower nor any Holder shall be required to contest or appeal any notice of deficiency, ruling, decision, or legislative enactment which may give rise to a

Determination of Taxability; and the expenses of any such contest or appeal shall be paid by the party initiating the contest or appeal.

Section 7.9. Financial Covenants. [*Underwriter/Cooperative to provide guidance regarding financial covenants*]

(1) Debt Service Coverage Ratio.

(a) The Borrower covenants and agrees that it shall not, in any event, permit the Debt Service Coverage Ratio to be below 1.25 to 1.00 with respect to any Fiscal Year; provided that failure to maintain such ratio shall not cause an Event of Default hereunder if the Borrower complies with the applicable requirements of Section 7.9(1)(b), subject to Section 7.9(1)(c).

(b) In the event that the Borrower shall fail with respect to any Fiscal Year to maintain a Debt Service Coverage Ratio of at least 1.25 to 1.00, the Borrower shall (i) deliver to the Trustee notice of such failure, and (ii) retain an Independent Consultant within one hundred fifty (150) days of the end of the Fiscal Year which will be responsible for reviewing the operations of the Borrower and preparing a financial plan detailing the actions the Borrower shall be reasonably expected to undertake to correct the failure. The Independent Consultant's plan must be filed with the Trustee within two hundred ten (210) days of the end of such Fiscal Year. Upon the filing, the Borrower shall implement the Independent Consultant's plan to the extent reasonably practicable. The Borrower's obligations hereunder shall continue with respect to each such failure with respect to any subsequent Fiscal Year. The failure to comply with the terms and conditions of this Section 7.9(1)(b) shall be deemed to constitute an Event of Default under Section 9.1(3) hereof.

(c) Notwithstanding the aforesaid, the failure to maintain the Debt Service Coverage Ratio at equal to or greater than 1.00 to 1.00 with respect to any Fiscal Year shall be deemed to constitute an Event of Default under Section 9.1(3) hereof.

(2) Leverage Ratio.

(a) The Borrower covenants and agrees that it shall not, in any event, permit the Leverage Ratio to be greater than 0.80 to 1.00 at the end of any Fiscal Year; provided that failure to maintain such ratio shall not cause an Event of Default hereunder if the Borrower complies with the applicable requirements of Section 7.9(2)(b), subject to Section 7.9(2)(c).

(b) In the event that the Borrower shall fail at the end of any Fiscal Year to maintain a Leverage Ratio equal to or less than 0.80 to 1.00, the Borrower shall (i) deliver to the Trustee notice of such failure, and (ii) retain an Independent Consultant within one hundred fifty (150) days of the end of the Fiscal Year which will be responsible for reviewing the operations of the Borrower and preparing a financial plan detailing the actions the Borrower shall be reasonably expected to undertake to correct

the failure. The Independent Consultant's plan must be filed with the Trustee within two hundred ten (210) days of the end of such Fiscal Year. Upon the filing, the Borrower shall implement the Independent Consultant's plan to the extent reasonably practicable. The Borrower's obligations hereunder shall continue with respect to each such failure at the end of any subsequent Fiscal Year. The failure to comply with the terms and conditions of this Section 7.9(2)(b) shall be deemed to constitute an Event of Default under Section 9.1(3) hereof.

(c) Notwithstanding the aforesaid, the failure to maintain the Leverage Ratio at equal to or less than 1.00 to 1.00 at the end of any Fiscal Year shall be deemed to constitute an Event of Default under Section 9.1(3) hereof.

(3) Days Cash on Hand.

(a) The Borrower shall calculate Days Cash on Hand as of the end of each Fiscal Year and as of each June 30. The Borrower shall maintain, as of each calculation date, Days Cash on Hand of not less than ninety (90).

(b) In the event that the Borrower shall fail as of the end of any Fiscal Year or as of any June 30 to maintain Days Cash on Hand of not less than ninety (90), the Borrower shall (i) deliver to the Trustee notice of such failure, and (ii) retain an Independent Consultant within one hundred fifty (150) days of the end of the Fiscal Year which will be responsible for reviewing the operations of the Borrower and preparing a financial plan detailing the actions the Borrower shall be reasonably expected to undertake to correct the failure. The Independent Consultant's plan must be filed with the Trustee within two hundred ten (210) days of the end of such Fiscal Year. Upon the filing, the Borrower shall implement the Independent Consultant's plan to the extent reasonably practicable. The Borrower's obligations hereunder shall continue with respect to each such failure with respect to any subsequent Fiscal Year. The failure to comply with the terms and conditions of this Section 7.9(3)(b) shall be deemed to constitute an Event of Default under Section 9.1(3) hereof; provided that, for the avoidance of doubt, no Event of Default shall be deemed to occur at any time that Days Cash on Hand is less than ninety (90) if the Borrower is otherwise in compliance with this Section 7.9(3)(b).

(4) The Trustee has no duty or obligation to review the contents of any such reports provided to it under this Section 7.9 or to monitor the Borrower's compliance with any recommendations contained therein. The Trustee shall hold such reports solely as a repository on behalf of the Bondholders. If any of such information is provided to a Bondholder as permitted under the Indenture the Trustee may without further authorization or direction provide such requested information to all Bondholders.

Section 7.10. Covenants of the Cooperative. As a condition to execution and delivery of, and pursuant to the Lease, the Borrower cause the Cooperative to comply with the terms of this Loan Agreement.

Section 7.11. [Reserved]

Section 7.12. Post-Issuance Compliance. The Internal Revenue Service requires that an Information Return for Tax-Exempt Private Activity Bond Issues, Form 8038 (“Form 8038”), be filed by the Issuer in connection with an issuance of the Tax-Exempt Bonds. Form 8038 requires statements as to whether the Issuer has established written procedures with respect to monitoring post-issuance compliance with requirements of the Code and the Regulations promulgated hereunder. The Issuer hereby requires the Borrower to be responsible for such monitoring of compliance and acknowledges that the Borrower will require the Cooperative in the Lease to agree and covenant to be responsible for such monitoring of post-issuance compliance.

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ARTICLE VIII

BORROWER'S OPTIONS

Section 8.1. Assignment and Transfer. The Borrower may assign its rights and obligations under this Loan Agreement and, as an incident thereto, transfer its interest in the Project without prior consent of the Issuer or the Trustee, but subject to the provisions of Sections 5.2 and 7.5 hereof.

Section 8.2. Prepayment.

(1) The Borrower shall have the option to direct the Trustee to call for redemption and prepayment of the Outstanding Bonds in whole or in part as provided in Section 3.01 of the Indenture. The Bonds to be redeemed shall be redeemed at a price equal to their principal amount, plus accrued interest, plus any premium set forth in Section 3.01 of the Indenture. In the event the Bonds are called for redemption in whole or in part, the Borrower shall make a Loan Repayment as provided in Section 4.2 hereof on such Redemption Date.

(2) If, after the Borrower exercises its option to redeem all Bonds, no Bonds remain Outstanding, the Indenture is discharged, and the Borrower has satisfied all of its obligations hereunder, the Trustee and the Issuer shall execute and deliver to the Borrower such release and other instruments as the Borrower reasonably determines are necessary to terminate this Loan Agreement. All further obligations of the Borrower hereunder, except as set forth in Section 10.13 hereof, shall thereupon terminate.

Section 8.3. Direction of Investments. Except during the continuance of an Event of Default, the Borrower shall have the right during the Term of the Loan Agreement to direct the Trustee to invest or reinvest all money held for the credit of Funds established by Article IV of the Indenture in such securities as are authorized by the Act or other law for such funds, subject, however, to the further conditions of Article VI of the Indenture and Section 7.7 hereof. The Borrower acknowledges that to the extent regulations of the Comptroller of the Currency or any other regulatory entity grant the Borrower the right to receive brokerage confirmations of the security transactions as they occur, the Borrower specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Borrower with periodic cash transaction statements that include the detail for all investment transactions made by the Trustee for all current and future accounts.

For all investments held in any Fund, the Trustee may disclose the Borrower's identity and contract information to the registrars of such investments for the purposes of providing notices and other communications related to the investments.

Section 8.4. Termination of Loan Agreement. Except during the continuance of an Event of Default, the Borrower shall have the option of terminating this Loan Agreement subject to the following conditions:

(1) such option may be exercised only if one of the following events shall have occurred:

(A) if the Project shall have been damaged or destroyed to such extent that in the reasonable judgment of the Borrower (i) the Project cannot reasonably be restored within six (6) months to substantially its condition immediately preceding such damage or destruction, or (ii) the Project cannot reasonably be used to carry on the normal operations of the Borrower for six (6) months, or (iii) the reasonably estimated cost of restoration of the Project exceeds twenty percent (20%) of the original face amount of the Bonds and is also reasonably estimated to exceed the proceeds of property insurance payable therefor plus any deductible amount for which the Borrower is self-insured; or

(B) if by reason of Condemnation, title shall have been taken to all or substantially all of the Project or the Project Premises, or so much thereof that, in the reasonable judgment of the Borrower, (i) the Borrower will be prevented from carrying on its normal operations for six (6) months, or (ii) the reasonably estimated cost of restoration of the Project exceeds twenty percent (20%) of the original face amount of the Bonds and is also reasonably estimated to exceed the proceeds of the Condemnation award; or

(C) if as a result of any changes in the Constitution of the State or the Constitution of the United States of America, or of any legislative or administrative action, whether state or federal, or of any final decree, judgment or order of any court or administrative body, whether state or federal, entered after the contest thereof by the Borrower in good faith, the agreements contained in this Loan Agreement shall have become impossible of performance in accordance with the intent and purposes of the parties as expressed herein, or unreasonable burdens or excessive liabilities shall have been imposed upon the Borrower, including, but not limited to, the imposition of new state or local ad valorem, property, income or other taxes not imposed as of the date of execution of this Loan Agreement, other than ad valorem taxes upon privately owned property and for the same general purpose as the Project and special assessments levied in amounts proportionate to and not exceeding the benefits of future public improvements to the land included in the Project;

(2) in any of the events stated in clauses (A) through (C) above, if the Borrower determines to exercise its option to terminate this Loan Agreement it must give written notice to the Issuer and Trustee of its decision to exercise its option within one hundred twenty (120) days after such event;

(3) the Borrower shall give written notice to the Issuer and Trustee of its intention to exercise the option, stating therein a termination date not less than forty-five (45) nor more than ninety (90) days after the date the notice is mailed, but in no event prior to the date on which all Outstanding Bonds shall be deemed discharged under Article X of the Indenture; and the Borrower shall make arrangements satisfactory to the Trustee for the giving of any notice required for redemption of all of the Outstanding Bonds on the date on which the Bonds are to be redeemed;

(4) the Borrower shall make a Loan Repayment as provided in Section 4.2 hereof on the Redemption Date;

(5) the Borrower shall pay to the Trustee at least five (5) days prior to the Discharge Date, an amount equal to the Trustee's and Paying Agent's fees and expenses under the Indenture, accrued and to accrue until final payment and redemption of the Bonds and all other advances, fees, costs and expenses reasonably incurred and to be incurred on or before the termination date by the Trustee and Paying Agent under the Indenture and by the Issuer under this Loan Agreement; and

(6) on the termination date, a closing shall be held at the principal office of the Trustee, or any other office mutually agreed upon; at the closing the Issuer and Trustee shall, upon acknowledgment of receipt of the sum set forth in subsection (4) above, execute and deliver to the Borrower such release and other instruments as the Borrower reasonably determines are necessary to terminate this Loan Agreement; all further obligations of the Borrower hereunder, except as provided in Section 10.13 hereof shall thereupon terminate; provided, however, that the Borrower shall also remain obligated to pay or reimburse the Issuer and Trustee for the payment of all other fees, costs and expenses unaccounted for in the sum paid in accordance with subsection (4) above and reasonably incurred before or subsequent to such closing in connection with the Bonds.

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ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default. Any one or more of the following events is an Event of Default under this Loan Agreement, and the term “Event of Default,” wherever used herein, means any one of the following events, whatever the reason for such default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body:

(1) if the Borrower shall fail to pay any Loan Repayments on the date due under this Loan Agreement;

(2) if the Borrower shall fail to pay any Additional Charges on or before the date that the payment is due, and shall continue to be in arrears for thirty (30) days after mailing of a notice to it by the Issuer or the Trustee that said Additional Charges have not been received on the due date;

(3) an Event of Default shall be deemed to have occurred as described in Section 7.9 hereof;

(4) if the Borrower shall fail to observe and perform or shall breach any other covenant, condition, or agreement on its part under this Loan Agreement for a period of sixty (60) days after mailing of a notice to it by the Issuer or the Trustee, stating that it is a “Notice of Default” hereunder and specifying such default or breach and requesting that it be remedied; provided, however, that so long as the Borrower is diligently pursuing a cure of any such default, if the default cannot be cured within sixty (60) days, the Borrower shall have such additional time as is needed to cure such default not to exceed an additional sixty (60) days without the approval of the Trustee or a waiver of the Trustee;

(5) if the Borrower shall be dissolved or liquidated (other than when a new entity assumes the obligations of the Borrower under the conditions permitting such action contained in Section 7.5);

(6) if any representation or warranty made by the Borrower herein, or by a member or Representative of the Borrower in any document or certificate furnished the Trustee or the Issuer or the Underwriter in connection herewith or therewith or pursuant hereto or thereto, shall prove at any time to be, in any material respect, incorrect or misleading as of the date made;

(1) if an event of default occurs and is continuing under the Indenture or any Security Document; or

(8) default by the Borrower in the payment of any amount when due in respect of any Material Indebtedness and continuance of such default beyond the period of grace, if any, allowed with respect thereto, or the occurrence of any act or omission by the Borrower which

results in such Material Indebtedness becoming, or being capable of becoming, immediately due and payable.

The foregoing notwithstanding, any default described in Section 9.1(4) hereof may be waived by the Trustee from time to time if the Borrower is proceeding with all due diligence to cure such default and the Borrower is not otherwise in default hereunder.

Section 9.2. Remedies.

(1) Whenever any Event of Default shall have happened and be subsisting the Trustee may, by written notice to the Borrower, declare all the Loan Repayments payable for the remainder of the Term of the Loan Agreement (an amount equal to that necessary to pay in full all Outstanding Bonds and the interest thereon assuming acceleration of the Bonds under the Indenture and to pay all other indebtedness thereunder) to be immediately due and payable whereupon the same shall become immediately due and payable by the Borrower. The provisions of this Section 9.2 do not limit the application of Section 9.1.

(2) Upon the occurrence of an Event of Default, the Trustee may also take whatever action at law or in equity may appear necessary or appropriate to collect all sums then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement, covenant, representation or warranty of the Borrower, under this Loan Agreement or any Security Documents; or to otherwise compensate the Issuer, Trustee or Bondholders for any damages on account of such Event of Default.

(3) The Issuer (without the prior written consent of the Trustee if the Trustee is not enforcing the Issuer's right in a manner to protect the Issuer or is otherwise taking action that brings adverse consequences to the Issuer) may take whatever action at law or in equity may appear necessary or appropriate to enforce its rights of indemnification under Section 7.4 and to collect all sums then due and thereafter to become due to the Issuer under Sections 3.2, 4.3, 4.4, 7.4, 7.10, 9.5, 9.8, 10.8, and 10.11 of this Loan Agreement. Notwithstanding the foregoing, the Issuer is not precluded from exercising any of its rights reserved to it as set forth in this Section, even if the Trustee is exercising the rights of the Issuer hereunder.

Section 9.3. Disposition of Funds. Any amounts collected pursuant to action taken under Section 9.2 (other than sums collected for the Issuer on account of its rights to indemnification and certain direct payments to be made to the Issuer under Sections 3.2, 4.3, 4.4, 7.4, 9.5, 9.8, 10.8, and 10.11 which sums shall be paid directly to the Issuer) shall be applied in accordance with the provisions of the Indenture.

Section 9.4. Nonexclusive Remedies. No remedy herein conferred upon or reserved to the Issuer or Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In

order to entitle the Issuer (or Trustee) to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required or as may be required by law.

Section 9.5. Attorneys' Fees and Expenses. If an Event of Default shall exist under this Loan Agreement and the Issuer or Trustee should employ attorneys or incur other expenses for the collection of any amounts due hereunder, or for the enforcement of performance of any obligation or agreement on the part of the Borrower, the Borrower will upon demand pay to the Issuer or Trustee the reasonable fees of such attorneys and such other expenses so incurred.

Section 9.6. Effect of Waiver. In the event any agreement contained in this Loan Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.7. Waiver of Stay or Extension. The Borrower covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any appraisal, valuation, stay, or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants in, or the performance of, this Loan Agreement; and the Borrower (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Issuer or Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

Section 9.8. Issuer May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Borrower or the property of the Borrower, the Trustee, or the Issuer with the prior consent of the Trustee, shall be entitled and empowered, by intervention in such proceeding or otherwise,

(1) to file and prove a claim and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Issuer and Trustee (for themselves and on behalf of Bondholders) (including any claim for the reasonable compensation, expenses, disbursements and advances of the Issuer and Trustee, their agents and counsel) allowed in such judicial proceeding, and

(2) to collect and receive any money or other property payable or deliverable on any such claims, and to distribute the same.

Section 9.9. Restoration of Positions. If the Issuer or Trustee have instituted any proceeding to enforce any right or remedy under this Loan Agreement, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Issuer or Trustee, then and in every such case the Borrower, Trustee and Issuer shall, subject to any determination in the proceeding, be restored to the positions they held prior to commencement of

such proceedings, and thereafter all rights and remedies of the Issuer shall continue as though no such proceeding had been instituted.

Section 9.10. Suits to Protect the Project. If the Borrower shall fail to do so after thirty (30) days' prior written notice from the Issuer or Trustee, the Issuer shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Project or any portion thereof, by any acts which may be unlawful or in violation of this Loan Agreement, and such suits and proceedings as the Issuer may deem expedient to protect its interests in the Project or any portion thereof, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of, or compliance with, such enactment, rule or order would impair or adversely affect the Project or be prejudicial to the interests of the Bondholders.

Section 9.11. Performance by Third Parties. The Issuer may permit third parties to perform any and all acts or take such action as may be necessary for and on behalf of the Borrower to cure any Event of Default hereunder. The acceptance by the Issuer or the Trustee of any such performance by third parties shall not in any way diminish or absolve the Borrower of primary liability hereunder.

Section 9.12. Exercise of the Issuer's Remedies by Trustee. Whenever any Event of Default shall have happened and be subsisting the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the Issuer under this Article IX, without notice to the Issuer.

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ARTICLE X
GENERAL PROVISIONS

Section 10.1. Amounts Remaining in Funds. Except during the continuance of an Event of Default, any amounts remaining in the Funds created under Article IV of the Indenture upon expiration or earlier termination of this Loan Agreement, as provided herein, and after adequate provision has been made for payment in full of the Bonds, in accordance with Article X of the Indenture, any Additional Charges payable to the Trustee and Issuer, including Paying Agent's fees and expenses, and all other amounts required to be paid under this Loan Agreement and the Indenture, shall, forthwith be paid to the Borrower.

Section 10.2. Notices. All notices, certificates or other communications hereunder shall be in writing (except as otherwise expressly provided herein) and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, with proper address as indicated below. The Issuer, the Borrower, the Cooperative, and Trustee may, by written notice given by each of them to the others, designate any address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Loan Agreement. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To the Issuer:	City of Marshall 344 West Main Street Marshall, MN 56258 Attn: City Administrator
To the Borrower:	Foundation for Innovation in Education c/o Southwest West Central Service Cooperative 1420 East College Drive Marshall, MN 56258 Attn: Executive Director
To the Cooperative:	Southwest West Central Service Cooperative 1420 East College Drive Marshall, MN 56258 Attn: Executive Director
To the Trustee:	U.S. Bank Trust Company, National Association 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107 Attention: Corporate Trust Department
To the Original Purchaser of	Robert W. Baird & Co. Incorporated 7755 Third St. N, Suite 400

Section 10.10. Termination. At any time when no Bonds remain Outstanding and arrangements satisfactory to the Issuer and Trustee have been made for the discharge of all liabilities under this Loan Agreement, this Loan Agreement shall terminate.

Section 10.11. Administrative Fees, Attorneys' Fees and Costs. The Borrower shall reimburse the Issuer, upon demand, for all costs and expenses, including without limitation reasonable attorneys' fees, paid or incurred by the Issuer in connection with (1) the discussion, negotiation, preparation, approval, execution and delivery of the Bonds, the Indenture, this Loan Agreement, and the documents and instruments related hereto or thereto; (2) any amendments or modifications to any of the foregoing documents, instruments or agreements and the discussion, negotiation, preparation, approval, execution and delivery of any and all documents necessary or desirable to effect such amendments or modifications; (3) the servicing and administration of the Loan during the Term of the Loan Agreement or thereafter; and (4) the enforcement by the Issuer during the term hereof or thereafter of any of the rights or remedies of the Issuer hereunder or under the foregoing documents, or any document, instrument or agreement related hereto or thereto, including, without limitation, costs and expenses of collection in the Event of Default, whether or not suit is filed with respect thereto.

Section 10.12. Release. The Borrower hereby acknowledges and agrees that the Issuer, its officers, employees and agents shall not be liable to the Borrower, and hereby releases and discharges the Issuer, its officers, employees and agents from any liability, for any and all losses, costs, expenses (including reasonable attorneys' fees), damages, judgments, claims and causes of action, paid, incurred or sustained by the Issuer as a result of or relating to any action, or failure or refusal to act, on the part of the Trustee or any other party with respect to the Bonds, the Indenture, this Loan Agreement, or the documents and transactions related hereto or thereto or contemplated hereby or thereby, including, without limitation, the exercise by the Trustee or any third party of any of its rights or remedies pursuant to any of such documents.

Section 10.13. Survivorship of Obligations. All obligations of the Borrower under Sections 4.4(2), 7.4, 7.7, 7.8, 9.5, 10.8, 10.11, and 10.12 shall survive payment of the Bonds or earlier expiration or termination of this Loan Agreement pursuant to its terms.

Section 10.14. Electronic Signatures. The parties agree that the electronic signature of a party to this Loan Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Loan Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means or a digital signature provided by DocuSign or other digital signature provider; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this Loan Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date and year first written above.

CITY OF MARSHALL, MINNESOTA

By _____
Mayor

By _____
City Administrator

Execution page of the Borrower to the Loan Agreement, dated as of the date and year first written above.

**FOUNDATION FOR INNOVATION IN
EDUCATION**

By _____
Its Chair

By _____
Its Executive Director

EXHIBIT A
LEGAL DESCRIPTION OF THE PROJECT PREMISES

[insert]

EXHIBIT B
FORM OF DRAW REQUEST

**[\$Series A Par]
City of Marshall, Minnesota
Education Services Facility Lease Revenue Bonds
(SWWC Service Cooperative)
Series 2024A**

and

**[\$Series B Par]
City of Marshall, Minnesota
Taxable Education Services Facility Lease Revenue Bonds
(SWWC Service Cooperative)
Series 2024B**

DISBURSEMENT REQUEST NO. _____ FOR DISBURSEMENT OF FUNDS
FROM THE CONSTRUCTION FUND

U.S. Bank Trust Company, National Association, as Trustee

The undersigned being an authorized representative of Foundation for Innovation in Education, a Minnesota nonprofit corporation (the “Borrower”), does hereby certify pursuant to Section 4.05 of the Indenture of Trust, dated as of [April/May] 1, 2024 (the “Indenture”), between the City of Marshall, Minnesota (the “Issuer”) and the Trustee, and Section 3.5 of the Loan Agreement, dated as of [April/May] 1, 2024 (the “Loan Agreement”), between the Issuer and the Borrower, as follows:

(1) The amount and nature and the name and address of the payee of each item of Project Costs to be paid or reimbursed is attached hereto.

(2) Each item of cost for which payment or reimbursement is requested is or was necessary in connection with the Project, and qualifies as an item of Project Costs under the Loan Agreement, and if for the construction or equipping of the Project, was made or incurred in accordance with the plans and specifications for the Project and that none of such items has formed the basis for any previous payment from the Construction Fund.

(3) There is no outstanding indebtedness known, after due inquiry, for labor, wages, materials or supplies which, if unpaid, might become the basis of a vendor’s lien or a mechanics’, materialmen’s, statutory or other similar lien upon the Project or any part thereof, other than indebtedness then certified for payment or diligently being contested in good faith by the Borrower and that each contractor, subcontractor and materialman has filed with the Borrower receipts and waives or liens for all amounts theretofore certified for payment, or any amount therein certified for reimbursement to the Borrower for payment, for work, materials and

equipment furnished by him or that there is on file with the construction manager a cancelled check endorsed by the contractor, subcontractor, or materialman evidencing such payment.

(4) No default by the Borrower under the Loan Agreement has occurred that has not been cured.

(5) All representations and warranties made by the Borrower in the Loan Agreement are true and correct on and as of the date of this Request with the same effect as if made on this date.

Any capitalized terms used herein that are otherwise not defined shall have the meanings assigned to them in the Indenture.

You are hereby requested to disburse from the Construction Fund the amounts shown on this Request and to make payment to the Persons entitled to receipt thereof as shown on this Request.

Dated: _____

**FOUNDATION FOR INNOVATION IN
EDUCATION**

By _____

Its _____

First Draft
Tuesday, March 19, 2024

INDENTURE OF TRUST

between

**CITY OF MARSHALL, MINNESOTA,
as Issuer**

and

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

Dated as of [April/May] 1, 2024

Relating to:

**[\$Series A Par]
City of Marshall, Minnesota
Education Services Facility Lease Revenue Bonds
(SWWC Service Cooperative)
Series 2024A**

and

**[\$Series B Par]
City of Marshall, Minnesota
Taxable Education Services Facility Lease Revenue Bonds
(SWWC Service Cooperative)
Series 2024B**

This instrument drafted by:
Kennedy & Graven, Chartered (SEL)
150 South Fifth Street, Suite 700
Minneapolis, Minnesota 55402-1299

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of [April/May] 1, 2024 (the “Indenture”), is by and between the CITY OF MARSHALL, a home rule charter city, municipal corporation and political subdivision organized under its Charter and the Constitution and laws of the State of Minnesota (the “Issuer”), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association with trust powers (herein sometimes called the “Trustee”):

WITNESSETH:

WHEREAS, the Issuer is authorized by the provisions of Minnesota Statutes, Sections 469.152 through 469.1655, as amended (the “Act”), to issue its revenue bonds to finance, in whole or in part, the costs of the acquisition, construction, reconstruction, improvement, betterment, or extension of projects, including any properties, real or personal, used or useful in connection with a revenue producing enterprise, whether or not operated for profit; and

WHEREAS, Foundation for Innovation in Education, a Minnesota nonprofit corporation (the “Borrower” or “Foundation”) has requested that the Issuer issue its Education Services Facility Lease Revenue Bonds (SWWC Service Cooperative), Series 2024A (the “Series 2024A Bonds”), in the original aggregate principal amount of \$[Series A Par] and Taxable Education Services Facility Lease Revenue Bonds (SWWC Service Cooperative), Series 2024B (the “Series 2024B Bonds” or “Taxable Bonds”) and collectively with the Series 2024A Bonds, the “Bonds”), in the original aggregate principal amount of \$[Series B Par], pursuant to the terms of this Indenture, and loan the proceeds thereof (the “Loan”) to the Borrower pursuant to a Loan Agreement, dated as of [April/May] 1, 2024 (the “Loan Agreement”), between the Issuer and the Borrower, to finance the following: (i) the acquisition, construction, and equipping of an approximately 16,100 square-foot facility (the “Facility”) on real property located at or about the intersection of Channel Parkway and London Road in the City of Marshall, Minnesota (the “Land”), to be owned by the Foundation and leased to and operated by the Cooperative; (ii) the funding of capitalized interest; and (iii) the payment of a portion of the costs of issuing the Bonds (collectively, the “Bond-Financed Project”); and

WHEREAS, the Project, as defined in Section 1.01 herein, will be owned by the Borrower and leased to and operated by the Southwest West Central Service Cooperative (“Cooperative” or “SWWC”), a service cooperative and a public corporation and agency established pursuant to Minnesota Statutes, Section 123A.21, as amended (the “Cooperative Act”), in accordance with a Lease Agreement, dated as of [April/May] 1, 2024, by and between the Foundation, as landlord, and the Cooperative, as tenant (the “Lease”), pursuant to which the Cooperative will operate the Project for the purpose of providing educational programs and services to its members, including independent school districts, cities, counties, and other governmental agencies, as well as nonprofit organizations, and on its members’ behalf; and

WHEREAS, the Lease requires that, from and after the date hereof, the Cooperative make Lease Payments to the Foundation in such amounts and at such times as will be sufficient to pay the principal of, premium, if any, and interest on the Bonds, when due; and

WHEREAS, pursuant to the terms of the Loan Agreement, the Borrower has agreed to make Loan Repayments to the Issuer in such amounts and at such times as will be sufficient to pay the principal of, premium, if any, and interest on the Bonds when due; and

WHEREAS, as security for the payment of the Bonds, the Issuer has agreed to assign and pledge to the Trustee, among other things, all right, title, and interest of the Issuer in and to the Loan Agreement (except certain rights reserved to the Issuer under the terms of this Indenture), including the Loan Repayments (as hereinafter defined); and

WHEREAS, the execution and delivery of this Indenture, the Loan Agreement, the Bond Purchase Agreement (as hereinafter defined) and the issuance of the Bonds and the loan of the proceeds thereof to the Borrower have been authorized by the City Council, the governing body of the Issuer, pursuant to a resolution adopted by the City Council on March 26, 2024 (the “Bond Resolution”); and

WHEREAS, the Trustee hereby accepts the trust created by this Indenture and in evidence thereof has joined in the execution hereof; and

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the Issuer in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds issued hereunder by the Bondholders thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure, for the equal and proportionate benefit, security and protection of the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds, does hereby assign and grant a security interest in the following to the Trustee and its successors in trust and assigns forever, for the securing of the performance of the obligations of the Issuer hereinafter set forth (collectively, the “Trust Estate”):

I.

The Loan Agreement and any Security Document (including but not limited to the Mortgage), including all extensions and renewals of the term thereof, if any, together with all right, title, and interest of the Issuer in and to the Loan Agreement (except for the Issuer’s Unassigned Rights), including, but not limited to, the present and continuing right to make claim for, collect, receive, and receipt for any of the sums, amounts, income, revenues, issues, and profits and any other sums of money payable or receivable under the Loan Agreement and Security Documents (except for amounts payable to the Issuer under or with respect to the Issuer’s Unassigned Rights), to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the Issuer under the Loan Agreement and the other Security Documents is or may become entitled to.

II.

All money, assets, and securities from time to time held by the Trustee under the terms of this Indenture, except for money deposited with or paid to the Trustee for the redemption of specific Bonds, which money shall be held in trust for the Bondholders of such specific Bonds only, except for money in the Rebate Fund which is not subject to the lien of this Indenture.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in said Trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security, and protection of all present and future Bondholders of the Bonds, from time to time, issued under and secured by this Indenture without privilege, priority, or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds;

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner set forth in the Bonds according to the true intent and meaning thereof, and shall cause the payments to be made on the Bonds as required under Article IV hereof, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon, and shall well and truly cause to be kept, performed, and observed all of its covenants and conditions pursuant to the terms of this Indenture, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon the final payment thereof this Indenture and the rights hereby granted shall cease, determine, and be void; otherwise this Indenture shall remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and all said property, rights, and interests, including, without limitation, the amounts payable under the Loan Agreement and any Security Document (including, but not limited to the Mortgage) and any other amounts hereby assigned and pledged are to be dealt with and disposed of under, upon, and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as herein expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant with the Trustee and with the respective Bondholders of the Bonds as follows:

(The remainder of this page is intentionally left blank.)

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Definitions. Unless the context otherwise requires, the terms defined in this article and in the recitals and succeeding articles of this Indenture shall, for all purposes of this Indenture and of any indenture supplemental hereto, have the meanings herein specified; and any term defined in the Lease which is used but not otherwise defined herein shall have the meaning in this Indenture as is prescribed for that term in the Lease.

Act: Minnesota Statutes, Sections 469.152 through 469.1655, as amended.

Additional Bonds: any additional bonds issued pursuant to the terms and conditions of Section 2.11.

Additional Lease Payments: rent payable for the purposes provided for in Section 5.3 of the Lease.

Assignment of Lease: the Assignment of Lease, dated as of [April/May] 1, 2024, by the Borrower in favor of the Trustee and consented to by the Cooperative, and all amendments thereof and supplements thereto.

Bond Closing: the Date of Original Issuance.

Bond Counsel: Kennedy & Graven, Chartered or any other attorney or firm of attorneys nationally recognized as experienced in tax-exempt bond financing selected by the Issuer and acceptable to the Borrower.

Bond-Financed Project: the portion of the Project and related costs, including financing costs, financed with the Bonds, as described in the Tax Certificate.

Bond Fund: the Bond Fund created under Section 4.07 hereof.

Bond Purchase Agreement: the Bond Purchase Agreement, dated [____], 2024, between the Original Purchaser, the Issuer, the Borrower, and the Cooperative.

Bond Register: the register maintained by the Trustee pursuant to Section 2.04.

Bond Registrar: the Trustee in its capacity as registrar of the Bonds.

Bond Resolution: the resolution adopted by the City Council on March 26, 2024, authorizing the issuance and sale of the Bonds, as the same may be amended, modified or supplemented.

Bondholder or Holder or Beneficial Owner: the actual person who is the beneficial owner of any Bonds or the actual persons who are the beneficial owners of any Bonds and for such purposes of this Indenture shall not mean any designee of DTC.

Bonds: collectively, the Series 2024A Bonds and the Series 2024B Bonds and any Additional Bonds.

Bond Year: the one (1) year period beginning on each February 1 and ending on January 31 of each subsequent year, except that the first Bond Year shall begin on the Date of Original Issuance of the Bonds and end on January 31, 2025.

Borrower: Foundation for Innovation in Education, a Minnesota nonprofit corporation and any successor owner of the Project authorized under the Security Documents.

Borrower Documents: means the Loan Agreement, the Bond Purchase Agreement, the Lease, the Assignment of Lease, the Mortgage, the Continuing Disclosure Undertaking, the Tax Certificate, and any other document executed by the Borrower in connection with the issuance of the Bonds.

Borrower Representative: the Chair or Executive Director of the Cooperative Board of Directors, or any other person at any time designated to act in on behalf of the Cooperative by written certificate furnished to the Issuer and the Trustee, containing the specimen signature of such person and signed on behalf of the Borrower by its Chair or its Executive Director.

Business Day: any day of the year other than (a) a Saturday or Sunday, or (b) any day on which banking business is not transacted by banks in the city in which the Trustee has its designated corporate trust office.

Cede & Co.: initially, Cede & Co., as nominee of DTC and any successor or subsequent such nominee designated by DTC respecting DTC's functions as book-entry depository for the Bonds.

Certificate: a certification in writing required or permitted by the provisions of the Loan Agreement or the Indenture, signed and delivered to the Trustee or other proper person or persons.

Certified Resolution: a copy of a resolution of the Council, certified by the Issuer's clerk or other appropriate official to have been duly adopted by the Council and to be in full force and effect on the date of such certification.

City: the City of Marshall, Minnesota.

Code or Internal Revenue Code: the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder and applicable to the Tax-Exempt Bonds or the use of proceeds thereof, unless the context clearly requires otherwise.

Continuing Disclosure Undertaking: means the Continuing Disclosure Undertaking by the Foundation and the Cooperative, dated as of [April/May __], 2024.

Cooperative: Southwest West Central Service Cooperative, a service cooperative and a public corporation and agency established pursuant to the Cooperative Powers Act.

Cooperative Documents: the Bond Purchase Agreement, the Lease, the Continuing Disclosure Undertaking, the Tax Certificate, and any other document executed by the Cooperative in connection with the issuance of Bonds.

Cooperative Powers Act: Minnesota Statutes, Section 123A.21, as from time to time amended.

Cooperative Representative: the Chair or Executive Director of the Cooperative Board of Directors, or any other person at any time designated to act in on behalf of the Cooperative by written certificate furnished to the Issuer and the Trustee, containing the specimen signature of such person and signed on behalf of the Cooperative by its Chair or its Executive Director.

Co-Trustee: any co-trustee as permitted pursuant to Section 8.18.

Completion Date: the date the Borrower certifies the construction of the Project is complete pursuant to Section 3.6 of the Loan Agreement.

Condemnation: the word “Condemnation” or phrase “eminent domain” includes the taking or requisition by governmental authority or by a Person acting under governmental authority and a conveyance made under threat of Condemnation, and “Condemnation award” shall mean payment for property condemned or conveyed under threat of Condemnation.

Construction Fund: the Construction Fund created under Section 4.03 hereof.

Construction Period: the period between the beginning of construction of the Project or the date on which the Bonds are first delivered to the purchaser thereof, whichever is earlier, and the Completion Date.

Cost of Issuance Fund: the Cost of Issuance Fund created under Section 4.09 hereof from which Issuance Expenses will be paid.

Date of Original Issuance: [April/May __], 2024, the date on which there is delivery by the Issuer of, and payment for, the Bonds.

Default: a default by the Issuer in the performance or observance of any of the covenants, agreements or conditions on its part contained in this Indenture, exclusive of any notice or period of grace required to constitute a default an “Event of Default” as described in Section 7.01.

Determination of Taxability: means receipt by the Trustee or any Beneficial Owner of a written notification of the issuance, prior to the maturity date or redemption of all outstanding Tax-Exempt Bonds, of a statutory notice of deficiency by the United States Department of the Treasury, Internal Revenue Service, or a decision by a court of competent jurisdiction, holding in effect that interest on any Tax-Exempt Bond is included for federal income tax purposes in the gross income of the Bondholder thereof, which statutory notice or court decision is (a) not contested by the Borrower in accordance with Section 7.8 of the Loan Agreement; or (b) contested by the Borrower in accordance with Section 7.8 of the Loan Agreement and resolved adversely to the interests of the Bondholders, or abandoned by, the Borrower. A change in federal tax law is not a determination of taxability.

DTC or Depository: The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, or any successor book-entry securities depository for the Bonds appointed pursuant to Section 2.09.

DTC Participant: means those broker-dealers, banks and other financial institutions from time to time for which DTC holds Bonds or securities as depository.

EMMA: the Electronic Municipal Market Access system established by the Municipal Securities Rulemaking Board (the “MSRB”) with the support of the Securities and Exchange Commission, which can be accessed on the date hereof at www.emma.msrb.org or any successor system established by the MSRB.

Event of Default: any occurrence or event of fault specified and defined by the Loan Agreement, any other Security Document, or by Section 7.01 of this Indenture, which has not been cured.

Favorable Opinion of Bond Counsel: an opinion of Bond Counsel addressed to the Issuer and the Trustee to the effect that the action proposed to be taken is not prohibited by the laws of the State and, with respect to any Tax-Exempt Bonds, will not adversely affect any exclusion from gross income for federal income tax purposes of interest on any Tax-Exempt Bonds.

Financial Newspaper: The *Marshall Independent* or any other newspaper or journal of general circulation in the English language in Marshall, Minnesota.

Fiscal Year: the period commencing on July 1 of any year and ending on June 30 of the following calendar year, or any other twelve-month period specified in a Borrower resolution as the fiscal year of the Borrower (provided that the first Fiscal Year ending after the date hereof shall mean the period ending June 30, 2024).

Foundation: the Borrower.

Funds: the Bond Fund, the Cost of Issuance Fund, the Construction Fund, and the Rebate Fund.

Government Obligations: direct obligations of the United States of America or obligations the full and timely payment of the principal of and any interest on which is unconditionally guaranteed by the United States of America.

Indebtedness: (a) all indebtedness of the obligor for borrowed money incurred or assumed by the obligor, and all purchase money mortgages, installment purchase contracts, leases, guaranties, or other similar instruments in the nature of a borrowing by which the obligor will be unconditionally obligated to pay; (b) the capitalized value of the liability under any lease of real or personal property; and (c) any guaranties of any obligation or indebtedness of another Person.

Indenture: this Indenture of Trust, and any amendments or supplements hereto.

Independent: when used with reference to an attorney, engineer, architect, certified public accountant, consultant, or other professional person, a person who: (a) is in fact independent;

(b) does not have any material financial interest in the Borrower or the transaction to which his certificate or opinion relates (other than payment to be received for professional services rendered); and (c) is not connected with the Issuer, the Borrower, or the Cooperative as an officer, director, or employee.

Independent Accountant: a certified public accountant or firm of certified public accountants selected by the Borrower and registered and qualified to practice as such under the laws of the State, who does not have any direct financial interest in the Borrower, other than the payment to be received under contract for services performed and who is not connected with the Borrower as an officer, employee, underwriter, partner, affiliate, subsidiary, or person performing similar functions and is not a trustee or director of the Borrower.

Independent Counsel: an attorney duly admitted to practice law before the highest court of any state and who is not a full-time employee, director or shareholder of the Issuer, the Borrower, or the Cooperative.

Independent Engineer: an Independent engineer or engineering firm or an Independent architect or architectural firm selected by the Borrower or the Cooperative and qualified to practice the profession of engineering or architecture under the laws of the State.

Interest Payment Date: for the Series 2024A Bonds and the Series 2024B Bonds, each February 1 and August 1 commencing August 1, 2025.

Issuance Expenses: costs paid or incurred by or on behalf of the Borrower in connection with the issuance of the Bonds and the making of the Loan by the Issuer to the Borrower including, without limitation, the following: payment of financial, legal, accounting and appraisal fees, expenses and disbursements, the Issuer's fees, and expenses attributable to the issuance of the Bonds, and expenses attributable to the issuance of the Bonds, the cost of printing, engraving and reproduction services, legal fees and expenses for Bond Counsel, Issuer's counsel, Trustee's counsel, Underwriter's counsel and counsel to the Borrower and the Cooperative relating to the issuance of the Bonds, the initial or acceptance fee of the Trustee, and all other fees, charges and expenses incurred in connection with the issuance of the Bonds and the preparation and filing or recording of this Indenture and of any document, including the Cooperative Documents, the Borrower Documents and the Security Documents, relating to the issuance of the Bonds, including any other costs within the meaning of Section 147(g) of the Code.

Issuer: the City of Marshall, Minnesota, a home rule charter city, municipal corporation and political subdivision organized under its Charter and the Constitution and laws of the State, its successors and assigns.

Issuer Documents: this Indenture, the Loan Agreement, the Bond Purchase Agreement, and any other document executed and delivered by the Issuer in connection with the issuance of a series of Bonds.

Issuer Fee: the Issuer's one-time administrative fee equal to (A) 0.25% of the original principal amount of the Bonds issued by the City up to \$10,000,000, plus (B) 0.15% of the original principal amount of the Bonds in excess of 10,000,000, as more specifically set forth in Section 4.3(1) of the Loan Agreement.

Issuer Indemnified Party or Issuer Indemnified Parties: the Issuer, its past, present, and future governing body members, manager, administrator, executive director, officers, employees, legal counsel, advisors, and agents, individually and collectively.

Issuer Representative: the Mayor or City Administrator of the Issuer, and any other officer, official, employee, person or persons at the time designated to act on behalf of the Issuer by written certificate furnished to the Borrower and the Trustee containing the specimen signatures of such person or persons and signed on behalf of the Issuer by its duly authorized agent. Such certificate may designate an alternate or alternates.

Issuer's Unassigned Rights: the rights of the Issuer to inspect the Project, books and records, give or receive notices, approvals, consents, requests and other communications and to enforcement and indemnification and certain direct payments to be made to it pursuant to Sections 3.2, 4.3, 4.4, 7.4, 9.2, 9.5, 9.8, 10.8, and 10.11 of the Loan Agreement.

Land: the real property described in Exhibit A attached to the Loan Agreement, together with all additions to, replacements of and substitutions for the foregoing, owned by the Foundation and leased to the Cooperative under the Lease.

Lease: the Lease Agreement, dated as of [April/May] 1, 2024, by and between the Foundation, as Landlord, and the Cooperative, as Tenant.

Lease Payments: lease payments payable by the Cooperative to the Foundation under Article V of the Lease.

Loan Agreement: the Loan Agreement, dated as of [April/May] 1, 2024, between the Issuer and the Borrower, and any amendments and supplements thereto.

Loan Repayments: the payments required to be made by the Borrower pursuant to Section 4.2 of the Loan Agreement.

Majority Bondholder(s): any Bondholder or Bondholders who, in the aggregate, are the beneficial owners of greater than fifty percent (50%) of the Outstanding principal amount of the Bonds; provided that Bonds held by the Borrower, the Cooperative or any affiliate thereof shall be disregarded in making such determination, unless one hundred percent (100%) of the Outstanding Bonds are held by the Borrower, the Cooperative or any affiliate thereof.

Material Indebtedness: (i) any Indebtedness owed to the Issuer, (ii) the Bonds, (iii) any Indebtedness payable from or secured by the Trust Estate which as to priority of payment is on a parity with or senior to the Bonds, and (iv) any other Indebtedness which has a principal amount outstanding of not less than \$[250,000].

Moody's: Moody's Investors Service, its successors and assigns and, if such corporation shall be subsequently dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Borrower by notice to the Trustee.

Mortgage: the Mortgage, Security Agreement, and Assignment of Rents, dated as of [April/May] 1, 20243, between the Borrower, as mortgagor, and the Trustee, as mortgagee, and all amendments thereof and supplements thereto.

Net Proceeds: Any property insurance proceeds or condemnation award paid with respect to the Project, net of the expenses incurred in the collection thereof.

Non-appropriation: the failure of the governing body of the Cooperative to appropriate money for any Fiscal Year of the Cooperative sufficient for the continued performance and discharge by the Cooperative of its obligations under the Lease (including Cooperative's obligations to make Lease Payments thereunder); provided, that such Non-appropriation shall only be deemed to exist and be effective hereunder if declared in and evidenced by the passage of a resolution of the Board of Directors of the Cooperative specifically stating Cooperative will no longer appropriate any moneys to pay the Lease Payments due under the Lease for a designated upcoming Fiscal Year and all subsequent Fiscal Years.

Opinion of Counsel: a written opinion of counsel (who need not be Independent Counsel unless so specified) appointed by the Foundation or Cooperative.

Original Purchaser: Robert W. Baird & Co. Incorporated or any other Person(s) who purchase the Bonds from the Issuer at Bond Closing.

Outstanding: used as of any particular time with reference to Bonds, means all Bonds theretofore authenticated and delivered by the Trustee under the Indenture except: (i) Bonds theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation; (ii) Bonds for the payment or redemption of which funds or direct obligations of or obligations fully guaranteed by the United States of America in the necessary amount shall have theretofore been deposited with the Trustee (whether upon or prior to the maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given pursuant to Article III, or provision satisfactory to the Trustee shall have been made for the giving of such notice, all as provided in Article X; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Trustee pursuant to the terms of Section 2.07 pertaining to replacement of Bonds.

Permitted Encumbrances: as of any particular time, "permitted encumbrances" as defined in the Mortgage.

Permitted Investments: means the following investments, if and to the extent the same are legal for investment, with regard to any money held as part of the funds held by the Trustee pursuant to this Indenture:

- (a) bills, certificates of indebtedness, notes, bonds, or similar securities which are direct obligations of, or the principal and interest of which are unconditionally guaranteed by, the United States of America;

(b) direct and general obligations of any state of the United States of America or any municipality or political subdivision of such state, or obligations of any corporation, if such obligations are in one (1) of the two (2) highest rating categories by S&P or Moody's or, upon the discontinuance of either or both of such rating agencies, any other nationally recognized rating service;

(c) negotiable or non-negotiable certificates of deposit, time deposits, or other similar banking arrangements, issued by any nationally or state-chartered bank (including the Trustee) or trust company or any savings and loan association, domiciled in the State, if either (i) the long-term obligations of such bank or trust company are rated in one (1) of the two (2) highest rating categories by S&P or Moody's or, upon the discontinuance of either or both of such rating services, any other nationally recognized rating service or (ii) the deposits are continuously secured as to principal, but only to the extent not insured by the Federal Deposit Insurance Corporation, or similar corporation chartered by the United States of America, (A) by lodging with a bank or trust company, as collateral security, obligations described in paragraph (a) or (b) above or other marketable securities eligible as security for the deposit of trust funds under applicable regulations of the Comptroller of the Currency of the United States of America or applicable state law or regulations, having a market value (exclusive of accrued interest) not less than the amount of such deposit, or (B) if the furnishing of security as provided in clause (A) of this paragraph is not permitted by applicable law, in such manner as may then be required or permitted by applicable state or federal laws and regulations regarding the security for the deposit of trust funds;

(d) repurchase agreements with respect to obligations listed in paragraph (a) or paragraph (b) above if entered into with a nationally or state-chartered bank domiciled in the State (including the Trustee), trust company domiciled in the State or a broker or dealer (as defined by the Securities Exchange Act of 1934, as amended) which is a member of the Securities Investors Protection Corporation if (i) such obligations that are the subject of such repurchase agreement are delivered to the Trustee or are supported by a safekeeping receipt issued by a depository, provided that such repurchase agreement must provide that the value of the underlying obligations shall be maintained at current market value, calculated no less frequently than monthly, of not less than the repurchase price, (ii) a prior perfected security interest in the obligations which are the subject of such repurchase agreement has been granted to the Trustee, and (iii) such obligations are free and clear of any adverse third-party claims;

(e) commercial paper maturing in two hundred seventy (270) days or less and rated in the highest rating category by two (2) nationally recognized rating services;

(f) money market mutual funds invested solely in obligations listed in paragraph (a), (b), or (c) above including funds offered or managed by the Trustee or its affiliates;

(g) agreements or contracts for guaranteed investment contracts issued or guaranteed by financial institutions, United States commercial banks, domestic branches of foreign banks, United States insurance companies, or their Canadian subsidiaries. The

credit quality of the issuer's or guarantor's long-term unsecured debt must be rated in one of the three highest categories by a nationally recognized rating agency;

(h) certificates or receipts issued by any nationally or state-chartered bank, domiciled in the State, trust company domiciled in the State or broker or dealer (as defined by the Securities Exchange Act of 1934, as amended) which is a member of the Securities Investors Protection Corporation, organized and existing under the laws of the United States of America or any state thereof, the outstanding unsecured long-term debt of which is rated in either of the two (2) highest rating categories by S&P or Moody's or, upon the discontinuance of either rating services, in the capacity of custodian, which certificates or receipts evidence ownership of a portion of the principal of or interest on Governmental Obligations held (which may be in book-entry form) by such bank, trust company or broker or dealer (as defined by the Securities Exchange Act of 1934, as amended) as custodian;

(i) tax-exempt obligations (as defined in Section 150(a)(6) of the Code and which are not "investment property" as defined in Section 148(b)(2) of the Code) rated at the time of purchase in one of the two (2) highest rating categories by S&P or Moody's or, upon the discontinuance of either rating service or both of such rating services, any other nationally recognized rating service;

(j) deposits in interest-bearing, time deposits or certificates of deposit or similar arrangements (without regard to whether such deposits or arrangements are insured by the Federal Deposit Insurance Corporation (the "FDIC") of any lead bank of a bank holding company which has at least an "A-1" or "prime-one" rating or their equivalents from S&P or Moody's, or their successors, or certificates of deposit of any national bank if the amount thereof is fully insured by the FDIC;

(k) U.S. dollar denominated deposit accounts, federal funds with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P and "P-1" by Moody's and maturing no more than three hundred sixty (360) days after the date of purchase (Ratings on holding companies are not considered as the rating of the bank.); and

(l) any investments which are legal investments under Minnesota Statutes, Chapter 118A.

Person: any natural person, corporation, nonprofit corporation, joint venture, cooperative, partnership, trust or unincorporated organization, government or governmental body or agency, political subdivision or other legal entity, as in the context may be appropriate.

Project: the Project Improvements, the Project Equipment and the Land owned by the Foundation and to be leased to the Cooperative pursuant to the Lease and which are more fully described in Exhibit A attached to the Lease.

Project Costs: the cost items enumerated in Section [3.2] of the Loan Agreement.

Project Equipment: any and all (i) fixtures or tangible personal property now or hereafter attached or affixed to the Project Premises, but specifically excluding any fixtures owned by

tenants, if any, (ii) other tangible personal property now or hereafter located within or used in connection with the Project Premises or the Facility, and (iii) any additions to, replacements of and substitutions for any of the foregoing.

Project Improvements: The buildings, structures, improvements and fixtures located on or to be purchased, constructed, renovated, bettered, enlarged and otherwise improved on the Land in accordance with the Plans and Specifications, and all additions, alterations, modifications and improvements thereof made pursuant to Sections 6.6 or 8.5 of the Lease [and Sections ___ of the Loan Agreement], to be used by the Cooperative as an education services facility, including an administration, office, meeting and training center.

Project Premises: the Land.

Purchaser: Robert W. Baird & Co. Incorporated, as the Original Purchaser of the Bonds.

Rating Agency means S&P or Moody's.

Rebate Analyst: the Rebate Analyst described in Section 4.08 of this Indenture.

Rebate Fund: the Rebate Fund created under Section 4.10 hereof.

Rebate Amounts: the amount determined pursuant to Section 7.7(13) of the Loan Agreement to be rebated to the United States,

Redemption Date: when used with respect to any Bond to be redeemed, the date on which it is to be redeemed pursuant hereto.

Redemption Price: when used with respect to any Bond to be redeemed, the price at which it is to be redeemed pursuant hereto.

Registered Owner: means the person in whose name a Bond is registered on the books maintained for the registration of the Bonds, initially, Cede & Co. as nominee of DTC or any successor nominee of the DTC.

Regular Record Date: the meaning given that term in Section 2.05.

Representation Letter: means such letter of representations to DTC or other documentation required by DTC as a condition to its acting as book-entry depository for the Bonds together with any replacement thereof or amendment or supplement thereto (and including any structured procedures or policies referenced therein or applicable thereto) respecting the procedures and other matters relating to DTC's role as book-entry depository for the Bonds.

Responsible Officer: when used with respect to the Trustee, any officer of the Trustee, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of the Trustee who customarily performs functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any

corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of this Indenture.

Revenue Fund: the Revenue Fund created under Section 4.02 hereof.

S&P: S&P Global Ratings, its successors, and their assigns, and if such entity shall be dissolved or liquidated or shall no longer perform the functions of a municipal securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized municipal securities rating agency designated by the Borrower (other than Moody's) by notice to the Trustee.

Security Agreements or Security Documents: collectively, the Loan Agreement, the Lease, Assignment of Lease, the Mortgage, and the all as the same may be amended or supplemented from time to time.

Series 2024A Bonds: the Education Services Facility Lease Revenue Bonds (SWWC Service Cooperative), Series 2024A, issued by the Issuer in the original aggregate principal amount of \$[Series A Par], dated the Date of Original Issuance, authorized by this Indenture and the Bond Resolution and described in Section 2.01.

Series 2024B Bonds: the Taxable Education Services Facility Lease Revenue Bonds (SWWC Service Cooperative), Series 2024B, issued by the Issuer in the original aggregate principal amount of \$[Series B Par], dated the Date of Original Issuance, authorized by this Indenture and the Bond Resolution and described in Section 2.01.

Series 2024A Taxable Rate: means []% per annum.

Special Record Date: that date specified by the Trustee for the payment of any defaulted interest.

State: the State of Minnesota.

Tax-Exempt Bonds: the Series 2024A Bonds and any Additional Bonds the interest on which is intended to be excluded from gross income for federal income tax purposes.

Title Insurer: means [], a [], its successors, and assigns.

Trustee: U.S. Bank Trust Company, National Association, St. Paul, Minnesota, or the successor thereto at the time serving as such trustee under this Indenture.

Trust Funds: the funds established under this Indenture, other than the Rebate Fund.

Trust Estate: the property and funds described in the granting clauses of this Indenture, including the Trust Funds.

UCC: the Minnesota Uniform Commercial Code, Minnesota Statutes, Chapter 336, as amended, and any successor statute(s) thereto.

Underwriter: Robert W. Baird & Co. Incorporated, the Original Purchaser of the Bonds.

Section 1.02 Additional Provisions as to Interpretation. All references herein to “articles”, “sections” and other subdivisions are to the corresponding articles, sections or subdivisions of this Indenture; and the words “herein”, “hereof”, “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof. The terms defined in this article shall include the plural as well as the singular.

Whenever in this Indenture it is provided or permitted that there be deposited with or held in trust by the Trustee money or funds in the necessary amount to pay or redeem any Bonds, the amount so to be deposited or held shall be the principal amount of such Bonds and all unpaid interest thereon to maturity, except that in the case of Bonds which are to be redeemed prior to maturity and in respect of which there shall have been furnished to the Trustee proof satisfactory to it that notice of such redemption on a specified redemption date has been duly given or provision satisfactory to the Trustee shall be made for such notice, the amount so to be deposited or held shall be the principal amount of such Bonds and interest thereon to the redemption date, together with the redemption premium, if any.

Any terms defined in the Lease but not defined herein shall have the same meaning herein unless the context hereof clearly requires otherwise.

This Indenture is governed by and shall be construed in accordance with the laws of the State of Minnesota.

IT IS THE SPECIFIC PURPOSE AND INTENT OF THIS INDENTURE, AND ANY OTHERS ANCILLARY HERETO, THAT THE ISSUER SHALL UNDERGO NO EXPENSE OF WHATEVER NATURE, KIND OR VARIETY. THE TRUSTEE AND THE ISSUER (AND THE FOUNDATION AND THE COOPERATIVE) DO SPECIFICALLY AGREE THAT THE FOUNDATION AND THE COOPERATIVE SHALL PAY ANY AND ALL EXPENSES AND FEES OF THE TRUSTEE RELATING DIRECTLY OR INDIRECTLY TO THE PROJECT IN ANY FASHION WHATEVER. IN THE EVENT ANY CONFLICT OF LANGUAGE SHALL BE NOW OR SUBSEQUENTLY DETERMINED, THIS PROVISION SHALL IN ALL RESPECTS GOVERN THE FISCAL RESPONSIBILITIES OF BOTH THE FOUNDATION AND THE COOPERATIVE.

ARTICLE II

FORM, EXECUTION AND REGISTRATION OF BONDS

Section 2.01 Form, Maturities and Denomination of Series 2024A Bonds. (a) The Bonds shall be designated “Education Services Facility Lease Revenue Bonds (SWWC Service Cooperative), Series 2024A” and “Taxable Education Services Facility Lease Revenue Bonds (SWWC Service Cooperative), Series 2024B,” respectively. The form of the Series 2024A Bonds shall be substantially in the form set forth in Exhibit B. The Bonds shall be in printed form in the denomination of \$5,000, or any integral multiple thereof, initially numbered R-1 upwards, and shall be dated the Date of Original Issuance. The Bonds issued in exchange for or transfer of other Bonds shall bear interest from the date to which interest has been paid on the Bonds being surrendered for exchange on transfer. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year, commencing February 1, 2025 (each an “Interest Payment Date”). The principal or redemption price (if applicable) of the Bonds shall be payable to the Holder upon presentation and surrender at the office of the Trustee, except as otherwise provided in Section 2.09. The Bonds shall be payable in such coin or currency of the United States of America as may at the time be legal tender for the payment of public and private debts, and interest on Bonds shall be paid by check or draft mailed to the Holder at the Holder's address. The Regular Record Date for the payment of interest on the Bonds payable on any Interest Payment Date shall be the 15th day (whether or not a Business Day) of the calendar month preceding each Interest Payment Date.

(b) The Series 2024A Bonds shall be in the aggregate principal amount of \$[Series A Par], shall mature on February 1 in the years and amounts and shall bear interest at the rates per annum, according to years of maturity, as follows:

Series 2024A Bonds [*to be updated at bond pricing*]

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
[2026	\$ 335,000	_____ %
2027	345,000	_____
2028	365,000	_____
2029	380,000	_____
2030	400,000	_____
2031	420,000	_____
2034*	1,385,000	_____
2036*	1,045,000	_____
2038*	1,145,000	_____
2040*	1,250,000	_____
2042*	1,365,000	_____
2045*	2,295,000	_____]

*Term Bonds

(c) The Series 2024B Bonds shall be in the aggregate principal amount of \$[Series B Par], shall mature on February 1 in the years and amounts and shall bear interest at the rates per annum, according to years of maturity, as follows:

Series 2024B Bonds [*to be updated at bond pricing*]

Year	Principal Amount	Interest Rate
[2026	\$85,000	_____]%

Section 2.02 Execution of Bonds; Special, Limited Obligations. The Bonds shall be executed in the name of the Issuer by the manual or facsimile signatures of the officers of the Issuer designated to sign the Bonds in the Bond Resolution, and said signatures shall be authenticated by the manually executed signature of a Responsible Officer of the Trustee, which is hereby designated and appointed as authenticating agent, paying agent, registrar, and transfer agent for the Bonds. The official seal of the Issuer shall be omitted from the Bonds, as permitted by law. In the event that any of the officers who shall have signed any of the Bonds shall cease to be officers of the Issuer before the Bonds shall have been authenticated or delivered by the Trustee, or transferred or exchanged, such Bonds may nevertheless be authenticated, delivered, and issued, and upon such authentication, shall be binding upon the Issuer as though those officers who signed and sealed (if not omitted) the same had continued to be such officers of the Issuer; and, also, any Bond may be (but shall not be required to be) signed on behalf of the Issuer by such person who, at the actual date of execution of such Bond, shall be the proper officer of the Issuer, notwithstanding that on the date of such Bond such person shall not have been such an officer of the Issuer. Upon the execution and delivery of this Indenture, and satisfaction of the conditions set forth in Section 2.08 hereof, the Issuer shall execute and deliver to the Trustee, and the Trustee shall authenticate and deliver to the Original Purchaser (i) the Series 2024A Bonds in the aggregate principal amount of \$[Series A Par] and (ii) the Series 2024B Bonds in the aggregate principal amount of \$[Series B Par], as provided in this section.

THE BONDS AND THE INTEREST THEREON ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER PAYABLE EXCLUSIVELY FROM THE TRUST ESTATE. THE BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OF OR A CHARGE AGAINST THE GENERAL CREDIT OF THE ISSUER AND THE BONDS ARE NOT SECURED BY A PLEDGE OF THE FULL FAITH AND CREDIT OR TAXING POWER OF THE ISSUER, THE STATE, OR OF ANY POLITICAL SUBDIVISION THEREOF.

NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OF OR PREMIUM, IF ANY, OR INTEREST ON THE BONDS AGAINST ANY PAST, PRESENT, OR FUTURE GOVERNING BODY MEMBERS, MANAGER, ADMINISTRATOR, EXECUTIVE DIRECTOR, OFFICERS, EMPLOYEES, LEGAL COUNSEL, ADVISORS, AND AGENTS OF THE ISSUER, OR OF ANY SUCCESSOR TO THE ISSUER, AS SUCH, EITHER DIRECTLY OR THROUGH THE ISSUER OR ANY SUCCESSOR TO THE ISSUER, UNDER ANY RULE OF LAW OR EQUITY, STATUTE, OR CONSTITUTION, OR BY THE ENFORCEMENT OF ANY ASSESSMENT OR PENALTY OR OTHERWISE, AND ALL SUCH LIABILITY OF

ANY SUCH GOVERNING BODY MEMBERS, MANAGER, ADMINISTRATOR, EXECUTIVE DIRECTOR, OFFICERS, EMPLOYEES, LEGAL COUNSEL, ADVISORS, AND AGENTS, AS SUCH, IS HEREBY EXPRESSLY WAIVED AND RELEASED AS A CONDITION OF AND CONSIDERATION FOR THE EXECUTION AND ISSUANCE OF THE BONDS.

Section 2.03 Authentication of Bonds. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless a Responsible Officer of the Trustee shall manually endorse and execute on such Bond a certificate of authentication substantially in the form of the Trustee's certificate set forth in Exhibit B and Exhibit C hereto, respectively, with appropriate variations, omissions, and insertions as permitted or required by this Indenture, and such executed certificate of authentication of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered, and delivered under this Indenture and that the Holder thereof is entitled to the benefits of this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer execute the certificate of authentication on all of the Bonds.

No Bonds shall be authenticated by the Trustee except in accordance with this article.

The Trustee shall not be required to authenticate any Bond or Bonds unless provided with the documents referred to in Section 2.08.

Section 2.04 Registration, Transfers and Exchange. As long as any of the Bonds issued hereunder shall remain outstanding, the Trustee shall, on behalf of the Issuer, maintain and keep at the office of the Trustee, acting in its capacity as paying agent and registrar for Bonds, records for the payment of the principal of and interest on such Bonds, as in this Indenture provided, and for the registration and transfer of such Bonds, and shall also keep at said office of the Trustee books for such registration and transfer. The Issuer does hereby appoint the Trustee, and its successors in the trust from time to time, as its agent to maintain said office and agency at the office of the Trustee.

Upon surrender for transfer of any fully registered Bond at the office of the Trustee with a written instrument of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Trustee, duly executed by the Holder or the Holder's duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the Issuer shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more fully registered Bonds of the same series, of any authorized denominations and of a like aggregate principal amount, interest rate and maturity; provided that until termination of the book-entry only system pursuant to Section 2.10, the Bonds may only be registered in the name of DTC or its nominee. Neither the Trustee nor any agent shall have any responsibility or liability for any actions taken or not taken by DTC. The execution by the Issuer of any Bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

Except as the right of exchange may be limited as to Bonds of any series, fully registered Bonds, upon surrender thereof at the office of the Trustee, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of fully registered Bonds of the same series, maturity and interest rate of any authorized denominations.

In all cases in which the privilege of exchanging Bonds or transferring fully registered Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Indenture. For every such exchange or transfer of Bonds, whether temporary or definitive, the Issuer or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The Trustee shall require the payment by the Registered Owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer and of any other expenses necessarily incurred in connection with such transfer.

The Issuer and the Trustee shall not be obligated to make any such exchange or transfer of Bonds during the fifteen days next preceding the date of the first publication or the mailing (if there is no publication) of notice of redemption in the case of a proposed redemption of Bonds. The Issuer and Trustee shall not be required to make any transfer or exchange of any Bonds called for redemption.

Transfers are subject to the requirements of the Depository as long as the Bonds are held in Book-Entry Form.

Section 2.05 Payment of Interest on Bonds; Interest Rights Preserved. Interest on the Bonds which is payable on any Interest Payment Date shall be paid to the person in whose name that Bond is registered at the close of business on the 15th day (whether or not a Business Day) of the calendar month preceding said Interest Payment Date (the “Regular Record Date”).

Any interest on a Bond which is payable, but which is not punctually paid or duly provided for, on any Interest Payment Date (“Defaulted Interest”) shall forthwith cease to be payable to the Holder thereof as of the relevant Regular Record Date and shall instead be paid by the Issuer as provided below:

Payment of any Defaulted Interest on Bonds shall be made to such the persons in whose names such Bonds are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, and shall be paid by check or draft mailed to such person as is the Registered Owner on the Special Record Date at the Registered Owner’s address as it appears on the registration books of the Issuer.

Subject to the foregoing provisions of this section, each Bond delivered under this Indenture upon transfer of or in exchange for or in lieu of any other bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond and each such Bond shall bear interest from such date, and neither gain nor loss in interest shall result from such transfer, exchange or substitution.

Section 2.06 Ownership of Bonds. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Registered Owner thereof or its legal representative, but such registration may be changed as above provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 2.07 Replacement of Mutilated, Destroyed, Stolen or Lost Bonds. In case any Outstanding Bond shall become mutilated, destroyed, stolen or lost, the Issuer shall execute and the Trustee shall authenticate and deliver in exchange therefor or replacement thereof a new Bond of like tenor, number and amount as the Bond so mutilated, destroyed, stolen or lost, upon surrender of such Bond, if mutilated, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Trustee evidence satisfactory to the Trustee that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Trustee and the Issuer with indemnity satisfactory to it and complying with such other reasonable regulations as the Trustee may prescribe and paying such reasonable expenses as the Trustee and the Issuer may incur in connection therewith. In the event any such Bond (except a mutilated Bond) shall have matured, instead of issuing a duplicate Bond, the Trustee, on behalf of the Issuer, may pay the same without surrender thereof, making such requirements as it deems fit for its protection, including a lost instrument bond. The Trustee may charge the Bondholder of such Bond with its reasonable fees and expenses for such service.

Section 2.08 Conditions for Authentication of Bonds. The Trustee shall not authenticate and deliver the Series 2024A Bonds unless there shall have been delivered to the Trustee the following:

(a) A certified copy of the Bond Resolution authorizing the issuance of the Series Bonds and the execution and delivery by the Issuer of the Issuer Documents.

(b) Executed counterparts of the Issuer Documents, the Borrower Documents, the Cooperative Documents, and the Security Documents.

(c) Copies of the resolutions adopted by of the governing bodies of each of the Foundation and the Cooperative authorizing the execution and delivery of the Foundation Documents and the Cooperative Documents, respectively, and approving the financing of the Project through the issuance of the Bonds by the Issuer in accordance with the terms of this Indenture.

(d) A request and authorization to the Trustee on behalf of the Issuer and signed by the official(s) specified in the Resolution, to authenticate and deliver the Series 2024A Bonds in the original aggregate principal amount of \$[Series A Par] and the Series 2024B Bonds in the original aggregate principal amount of \$[Series B Par], upon payment to the Trustee, for the account of the Issuer, of a sum specified in such request and authorization.

(e) An executed opinion of Bond Counsel, to the effect that the Bonds have been authorized, issued, and delivered and that the interest on the Series 2024A Bonds is excludable from the gross income of the Holders for federal income tax purposes, and, to the same extent, is

excludable from the net taxable income of Holders who are individuals, estates, and trusts for State income tax purposes, subject to customary exceptions.

(f) Such further certifications, documents and Opinions of Counsel as the Issuer, the Original Purchaser, or Bond Counsel may require, the satisfaction of such requirements to be conclusively evidenced by the delivery of the opinion of Bond Counsel referred to in paragraph (e) above.

Section 2.09 Book-Entry Only System. DTC will act as securities depository for the Bonds. The Bonds shall be issued in the form of a separate single fully registered bond for each separate maturity of the Bonds. Upon initial issuance the ownership of the Bonds shall be registered in the Bond Register in the name of Cede & Co., as the nominee of DTC.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, neither the Issuer, the Borrower nor the Trustee shall have any responsibility or obligation to any DTC Participant or to any Beneficial Owner. Without limiting the immediately preceding sentence, neither the Issuer nor the Trustee shall have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant, any Beneficial Owner or any other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption, (iii) the payment to any DTC Participant, any Beneficial Owner or any other person, other than DTC, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (iv) the failure of DTC to provide any information or notification on behalf of any DTC Participant or Beneficial Owner.

The Issuer and the Trustee may treat as and deem DTC to be the absolute owner of each Bond for the purpose of payment of the principal of and premium and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes whatsoever (except for the giving of certain Bondholder consents). The Trustee shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the Bondholders as shown on the Bond Register, and all such payments shall be valid and effective to fully satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the transfer provisions in Section 2.04, references to “Cede & Co.” in this section shall refer to such new nominee of DTC.

Notwithstanding the provisions of this Indenture to the contrary (including without limitation surrender of Bonds, registration thereof, and Authorized Denominations), as long as the Bonds are in book-entry form, full effect shall be given to the Representation Letter and the procedures and practices of DTC thereunder. Neither the Trustee nor any agent shall have any responsibility or liability for any actions taken or not taken by DTC.

Section 2.10 Termination of Book-Entry Only System. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice

to the Issuer and discharging its responsibilities with respect thereto under applicable law. The Issuer, at the direction of the Foundation or Cooperative, may terminate the services of DTC with respect to the Bonds if it determines that DTC is no longer able to carry out its functions as security depository as contemplated herein.

Upon the termination of the services of DTC as provided in the preceding paragraph, the Issuer, at the direction of the Foundation or Cooperative, shall take all reasonable and diligent steps as may be necessary to find an alternate book-entry depository, but if (and only if) no such substitute securities depository willing to undertake the functions of DTC hereunder can be found which, in the opinion of the Foundation, is willing and able to undertake such functions upon reasonable or customary terms, then the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Bondholders shall designate at that time, in accordance with Section 2.04. To the extent that the Beneficial Owners are designated as the transferee by the Bondholders, in accordance with Section 2.04 the Bonds will be delivered in appropriate form, content and Authorized Denomination to the Beneficial Owners.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the Representation Letter.

Section 2.11 Issuance of Additional Bonds.

After the delivery of the Bonds, the Issuer may from time to time, upon the conditions stated in this section, issue and deliver Additional Bonds for completing, improving, expanding or modifying the Project, including the refunding of any Bonds, payable equally and ratably from the revenues of the Project pledged and appropriated hereunder with the Bonds. Every series of such Additional Bonds shall be authorized by a resolution adopted by the Issuer authorizing the issuance of such Additional Bonds and the execution and delivery of: (i) a supplemental indenture, supplementing and amending this Indenture providing the date, interest rates and maturities of such Additional Bonds, options and requirements for redemption prior to maturity with respect to such Additional Bonds, deposit of proceeds to the various funds and accounts, and such other terms as may be required by reason of the foregoing and which adopts the applicable provisions of this Indenture; (ii) an amendment supplementing and amending the Loan Agreement; (iii) an amendment supplementing and amending the Mortgage; and (iv) an amendment to the Lease and each Issuer Document, Security Document, Borrower Document, or Corporation Document as applicable or a new lease pursuant to which the Cooperative is obligated to make additional Lease Payments sufficient to pay the principal and interest due with respect to such Additional Bonds and any related costs or expenses; and (v) such other documents as are necessary or appropriate in connection with the issuance, sale, and delivery of such Additional Bonds.

Each series of Additional Bonds shall be executed, authenticated and delivered as provided in this Article II upon filing with the Issuer original executed counterparts of the supplement to the Indenture and amendments to the Loan Agreement, Mortgage, Lease (or a new lease), and each Issuer Document, Security Document, Borrower Document, or Corporation Document as applicable, together with such additional certificates, opinions and other documents described in

Section 2.08 as Bond Counsel determines to be applicable. No such Additional Bonds, however, shall be issued unless the following additional conditions are met:

(a) The Lease shall be in effect, and no “event of default”, as such term is defined in the Lease, shall exist thereunder; and

(b) The Issuer shall have been furnished an opinion of Bond Counsel to the effect that the issuance of the Additional Bonds will not impair the tax exempt status of the interest on the Bonds; and

(c) There shall have been furnished to the Issuer a certificate of a Foundation or Cooperative Representative to the effect that the proceeds of the Additional Bonds, together with any additional funds supplied or to be supplied by the Foundation or Cooperative will be sufficient to complete the cost of the improvement, expansion or modification of the Project or the cost of the refunding, as the case may be.

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ARTICLE III

REDEMPTION OF BONDS BEFORE MATURITY

Section 3.01 Redemption of Series 2024A Bonds.

(a) Optional Redemption. The Series 2024A Bonds are subject to redemption by the Issuer at the option of the Borrower on February 1, 20[] and any Business Day thereafter, in whole or in part on any date, at the redemption price equal to the principal amount to be redeemed plus accrued interest to the date of redemption.

Series 2024A Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. If only a portion of the Series 2024A Bonds are redeemed, such Series 2024A Bonds to be redeemed shall be selected from maturities designated by the Borrower. If less than all of one (1) maturity is to be redeemed, Series 2024A Bonds of such maturity shall be selected randomly in such manner determined by the Trustee.

The Series 2023B Bonds are not subject to optional redemption under the provisions of this Section 3.01(a).

(b) Mandatory Sinking Fund Redemption. Series 2024A Bonds maturing on February 1, 20[34], 20[36], 20[38], 20[40], 20[42], and 20[45] (the "Term Bonds") shall be redeemed by lot on February 1 in the following years and principal amounts, at their principal amount, without any premium, plus accrued interest thereon to such redemption date (after any credits are made as provided below):

Mandatory Redemption Schedule

Series 2024A Bonds Maturing February 1, 20[34]

<u>Payment Date (February 1)</u>	<u>Principal Amount</u>	<u>Payment Date (February 1)</u>	<u>Principal Amount</u>
[2032 2033	\$ _____ _____	2034*	\$ _____]

* *Final Maturity*

Series 2024A Bonds Maturing February 1, 20[36]

<u>Payment Date (February 1)</u>	<u>Principal Amount</u>	<u>Payment Date (February 1)</u>	<u>Principal Amount</u>
[2035	\$ _____	2036*	\$ _____]

* *Final Maturity*

Series 2024A Bonds Maturing February 1, 20[38]

<u>Payment Date</u> <u>(February 1)</u>	<u>Principal Amount</u>	<u>Payment Date</u> <u>(February 1)</u>	<u>Principal Amount</u>
[2037	\$ _____	2038*	\$ _____]

** Final Maturity*

Series 2024A Bonds Maturing February 1, 20[40]

<u>Payment Date</u> <u>(February 1)</u>	<u>Principal Amount</u>	<u>Payment Date</u> <u>(February 1)</u>	<u>Principal Amount</u>
[2039	\$ _____	2040*	\$ _____]

** Final Maturity*

Series 2024A Bonds Maturing February 1, 20[42]

<u>Payment Date</u> <u>(February 1)</u>	<u>Principal Amount</u>	<u>Payment Date</u> <u>(February 1)</u>	<u>Principal Amount</u>
[2041	\$ _____	2042*	\$ _____]

** Final Maturity*

Series 2024A Bonds Maturing February 1, 20[45]

<u>Payment Date</u> <u>(February 1)</u>	<u>Principal Amount</u>	<u>Payment Date</u> <u>(February 1)</u>	<u>Principal Amount</u>
[2043	\$ _____	2045*	\$ _____]
2044	_____		

** Final Maturity*

As and for a sinking fund for the redemption of the Bonds there shall be deposited into the Bond Fund, a sum sufficient to redeem (after credit as provided below) the applicable principal amount of the Bonds on the applicable dates at the redemption price stated above; provided that the Trustee shall not be required to call Bonds for redemption during the occurrence and continuance of an Event of Default.

At the option of the Borrower not less than thirty (30) days next proceeding any sinking fund redemption date, the Borrower may (i) deliver to the Trustee for cancellation Bonds in an aggregate principal amount desired by the Borrower; or (ii) specify a principal amount of Bonds

which, prior to said date, have been redeemed (otherwise than through mandatory redemption) and canceled by the Trustee and not theretofore applied as a credit against any sinking fund redemption obligation. Each such Bond so delivered or previously redeemed shall be credited by the Trustee at one hundred percent (100%) of the principal amount against the obligation of the Issuer on such mandatory sinking fund redemption date, and any excess shall be so credited against future sinking fund redemption obligations on such Bonds in chronological order. In the event the Borrower shall avail itself of the provisions of clause (i) of the first sentence of this paragraph, the certificate required by the first sentence of this paragraph shall be accompanied by the Bonds to be canceled.

(c) Calamity Redemption. In the event of (A) damage to or destruction of the Project or any part thereof or Condemnation of the Project or any part thereof to the extent provided in Section 8.4 of the Loan Agreement, or in the event of any changes in the Constitution or laws of the United States of America or the State as provided in Section 8.4 of the Loan Agreement and (B) termination by the Borrower of the Loan Agreement upon the occurrence of one of those events, all Bonds shall be redeemed by the Issuer on the earliest date for which timely notice of call can be given, at a Redemption Price equal to the principal amount to be redeemed, without any premium, plus accrued interest to the Redemption Date.

(d) Tax Redemption. The Series 2024A Bonds are subject to mandatory redemption in whole on the first Business Day for which notice of redemption can properly be given as provided herein upon the occurrence of a Determination of Taxability at a Redemption Price equal to one hundred percent (100%) of the principal amount of the Bonds plus accrued interest thereon to the Redemption Date.

(e) Notice of Redemption. Notice of any such redemption shall be mailed as provided in Sections 3.02 and 3.03. On or prior to the date fixed for redemption, funds shall be deposited with the Trustee sufficient to pay the Bonds called and accrued interest thereon. Upon the happening of the above conditions, any Bonds thus called shall not bear interest after the call date, and except for the purpose of payment by application of the funds so deposited, shall no longer be protected by the Indenture.

Section 3.02 Written Notice to Trustee. In the event the Borrower shall give notice to the Trustee of any redemption of the Bonds pursuant to Section 3.01, the Trustee shall give notice, in the name of the Issuer, at least forty-five to sixty days prior to the Redemption Date of such Bonds, which notice shall (1) specify the Bonds (or portions thereof) to be redeemed, the Redemption Date, the Redemption Price and the place or places where or, if a partial redemption the manner in which the amounts due upon such redemption will be payable and (2) state that on the Redemption Date the Bonds (or portions thereof) to be redeemed shall cease to bear interest. If the notice is conditioned upon moneys being on deposit with the Trustee in an amount sufficient to pay the Redemption Price on the Redemption Date, the notice shall state such condition and that such redemption shall not be effective unless such condition is met. Such notice may set forth any additional information relating to such redemption.

Section 3.03 Mailing of Notice. Notice of redemption shall be mailed by the Trustee, not less than thirty (30) days and not more than sixty (60) days before the Redemption Date, by first class mail to the Holders of all Bonds which are to be redeemed, at their last addresses appearing upon the Bond Register; provided, however, that failure to give such notice by mailing, or any

defect therein, shall not affect the validity of any proceedings for the redemption of any Bond with respect to which no such failure has occurred.

Section 3.04 Deposit for Redemption. On or prior to the date fixed for redemption, there shall be deposited with the Trustee in cash an aggregate amount which shall be sufficient to pay the redemption price on the Bonds to be redeemed, and interest thereon to the redemption date; and there shall be deposited, or arrangements shall be made with the Trustee to deposit, with the Trustee a sum sufficient to pay the proper expenses and charges of the Trustee in connection with such redemption. Upon deposit with the Trustee of the aggregate amount of such redemption price and interest pursuant to this section, such moneys shall be set aside by the Trustee and held by it for the account of the respective Holders of the Bonds being redeemed.

Section 3.05 Payment of Redeemed Bonds. After notice of redemption shall have been given as provided in Section 3.03, the Bonds specified in such notice shall become due and payable on the Redemption Date. Payment of the redemption price thereof shall be made to or upon order of the Holder, upon the surrender of the Bonds. Any installment of interest maturing on or prior to the Redemption Date shall be payable to the Holders of Bonds registered as such on the relevant Regular Record Dates according to the terms of such Bonds and the provisions of Section 2.05, and the notice of redemption herein provided for may so state. If redemption moneys are available for the payment of all of the Bonds duly called for redemption on the Redemption Date, the Bonds so called shall cease to bear interest after the Redemption Date, and such Bonds shall not be deemed to be Outstanding hereunder for any purpose, except that the Holders thereof, on presentation, as herein provided, shall be entitled to receive payment of the redemption price thereof from the moneys set aside by the Trustee as aforesaid.

Section 3.06 Cancellation of Redeemed Bonds. All Bonds so redeemed, shall forthwith be cancelled and destroyed by the Trustee in accordance with the customary practices of the Trustee and applicable record retention requirements; and no further Bonds shall be executed or authenticated or issued hereunder in exchange or substitution therefor.

Section 3.07 Partial Redemption of Bonds. Upon surrender of any Bond for redemption in part only, the Issuer shall execute, and the Trustee shall authenticate and deliver to the owner thereof a new Bond or Bonds of the same series, date, interest rate, and maturity, of authorized denominations, in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered. In the event of any partial redemption, the Trustee shall provide, at the Borrower's request and expense, a new debt service schedule for the Bonds to the Borrower.

Section 3.08 Conditional Redemption of Bonds. Notwithstanding any provisions in this article to the contrary, in the case of an optional redemption, such redemption may be conditioned upon the deposit of money, in an amount equal to effect the redemption, with the Trustee on or before the Redemption Date, and the Borrower retains the right to rescind any notice thereof on or prior to the scheduled Redemption Date, and such notice and optional redemption shall be of no effect if such money is not so deposited or if the notice is rescinded. This condition shall be stated in the notice of redemption, and if for any reason the monies are not received by such Redemption Date, the redemption shall be automatically cancelled, interest shall continue to accrue and be entitled to the benefits of this Indenture on and after the date on which the Bonds were to be redeemed and the Trustee shall promptly mail notice of said cancellation by first class mail to the

Holders of all Bonds which were to be redeemed, at their last address appearing upon the Bond Register, and return to the Holders any Bonds surrendered by them for redemption.

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ARTICLE IV

BOND PROCEEDS; FUNDS

Section 4.01 Deposit of Bond Proceeds. The Trustee shall apply the proceeds from the initial sale of the Series 2024A Bonds in the amount of \$[_____] (par amount of \$[Series A Par].00, plus net original issue [premium/discount] of \$[_____] , less Underwriter’s discount of \$[_____]) and the proceeds from the initial sale of the Series 2024B Bonds in the amount of \$[_____] (par amount of \$[Series B Par].00, less Underwriter’s discount of \$[_____]) as follow:

(a) to the Bond Fund, an amount equal to \$[_____] from the proceeds of the Series 2024A Bonds and an amount equal to \$[_____] from the proceeds of the Series 2024B Bonds, for payment of capitalized interest;

(b) to the Cost of Issuance Fund, an amount equal to \$[_____] from the proceeds of the Series 2024A Bonds and \$[_____] from the proceeds of the Series 2024B Bonds for payment of Issuance Expenses; and

(c) to the Construction Fund, an amount equal to \$[_____] from the proceeds of the Series 2024A Bonds for payment of Project Costs.

Section 4.02 Establishment of Revenue Fund. There is hereby created and established with the Trustee a trust fund in the name of the Issuer to be designated the “Education Services Facility Lease Revenue Bonds (SWWC Service Cooperative), Series 2024 Revenue Fund” (the “Revenue Fund”). The Borrower will cause the Cooperative to deposit when due all Lease Payments due under the Lease directly to the Trustee for deposit in the Revenue Fund. Any earnings realized from investments in the Revenue Fund shall be credited to the Revenue Fund.

As and when received each month, the Trustee shall apply any funds from the Revenue Fund in the following priority:

(a) first, to the Bond Fund, an amount sufficient to cause the total amount then deposited in the Bond Fund to equal the monthly payment required under Section 4.2(1) of the Loan Agreement;

(b) second, to the Rebate Fund, rebate deposits described in the Tax Certificate; and

(c) third, to the Trustee, the amount necessary for payment of the Trustee’s fees and expenses for services rendered hereunder.

The Revenue Fund shall be in the custody of the Trustee but in the name of the Issuer, and the Issuer hereby authorizes and directs the Trustee to withdraw funds from the Revenue Fund to pay the amounts set forth in this Section 4.02, which authorization and direction the Trustee hereby accepts.

Section 4.03 Establishment of Construction Fund. There is hereby created and established with the Trustee a trust fund in the name of the Issuer to be designated the “Education Services

Facility Lease Revenue Bonds (SWWC Service Cooperative), Series 2024 Construction Fund” (the “Construction Fund”). On the Date of Original Issuance of the Bonds there shall be deposited with the Trustee to the credit of the Construction Fund those proceeds of the Series 2024A Bonds described in Section 4.01(c). As provided in Section 4.05, Construction Period income and profit from the investment of moneys in the Construction Fund shall be credited to the Construction Fund.

The moneys in the Construction Fund shall be held in trust by the Trustee and applied to the payment of the Project Costs in accordance with and subject to the provisions of this article and the applicable provisions of the Loan Agreement, and pending such application shall be subject to a lien and charge in favor of the Holders of the Bonds issued and Outstanding under this Indenture and shall be held for the further security of such Holders until paid out as herein provided. In the event the moneys in the Bond Fund shall be insufficient on any Interest Payment Date to pay principal of, premium (if any) or interest on the Bonds due on such date, the Trustee shall use any moneys then on deposit to the credit of the Construction Fund, to the extent needed, to pay such principal, premium and interest.

Any sums in the Construction Fund in excess of any amount required to pay Project Costs shall be transferred to the Bond Fund at the time or times and in the manner provided in Section 3.6 of the Loan Agreement.

Any interest earned on sums held in the Construction Fund prior to the Completion Date shall remain a part of the Construction Fund.

Section 4.04 Project Costs Defined. For the purposes of this article, Project Costs shall include, without intending thereby to limit or restrict any proper definition of such cost under any applicable laws or sound accounting practice, the Project Costs as defined in the Loan Agreement and as further described in Section 3.2 of the Loan Agreement.

Section 4.05 Payments from Construction Fund. Payments shall be made by the Trustee from the Construction Fund to the Borrower or its order, as the case may be, upon receipt of the draw request attached to the Loan Agreement as EXHIBIT B (“Construction Fund Draw Request”), which may be submitted by fax or by email in a PDF format. All payments made from the Construction Fund shall be presumed by the Trustee to be made for the purposes certified in said Construction Fund Draw Request, and the Trustee shall not be required to see to the application of any payments made from the Construction Fund.

None of the funds in the Construction Fund shall be used for any purposes other than the payment or reimbursement of Project Costs and, if authorized hereby and applicable, the payment of principal of, premium (if any) on and interest on the Bonds.

The Trustee shall not be bound to make an investigation into the facts or matters stated in any Construction Fund Draw Request and any certificates, orders, and requests and other documents received by the Trustee, as required by the Loan Agreement as conditions precedent to the payment from the Construction Fund. The Trustee shall not be responsible for determining whether the funds on hand in the Construction Fund are sufficient to complete the Project. The Trustee shall not be responsible to collect lien waivers.

Section 4.06 Deposit and Investment of Excess Moneys. The Trustee shall invest the moneys on deposit in the Construction Fund, at the direction of the Borrower, in Permitted Investments. In the absence of written direction delivered to the Trustee from the Borrower, the Trustee shall hold such amounts uninvested without liability of interest. The Trustee shall, from time to time, if required to make payments pursuant to a Construction Fund Draw Request, cause any such investments to be sold or otherwise be converted into cash, whereupon the proceeds derived from such sale or conversion shall be deposited into the Construction Fund for application thereunder. Any interest or profit derived from investments shall be credited to the Construction Fund. The Trustee shall have no liability whatsoever for any loss, fee, tax or other charge incurred in connection with any investment, reinvestment, sale or liquidation of an investment hereunder. Investments permitted under this section may be purchased from the Trustee or from any of its affiliates. The Borrower shall not direct any portion of the Construction Fund representing proceeds of the Bonds to be invested or used in such manner that any of the Bonds would be “arbitrage bonds” under Section 148 of the Internal Revenue Code and regulations thereunder; provided that the Trustee has no duty to monitor the yield on any directed investment or any obligation to limit the yield on any investment the Issuer directs the Trustee to make. Neither the Trustee nor the Issuer shall be liable for any loss resulting from any such investment, nor from failure to preserve rights against endorsers or other prior parties to instruments evidencing any such investment.

The Trustee shall be entitled to conclusively rely on the written investment direction of the Borrower as to the legality and the suitability of such directed investments. The Trustee shall have no responsibility whatsoever to determine whether any investments made pursuant to this Indenture are or continue to be Permitted Investments.

Section 4.07 Application of Balance in Construction Fund. When a Certificate of the Borrower Representative prepared pursuant to Section 3.6 of the Loan Agreement shall have been furnished to the Trustee, any balance in the Construction Fund (after reserving such amount as the Borrower Representative shall deem necessary for the payment of any remaining amounts due or to become due for Project Costs, and after returning to the Borrower any contingent funds which may have been deposited by the Borrower into the Construction Fund as additional funds to finance the total Project Costs and found to be unnecessary for such purpose) shall be deposited in the Bond Fund and shall be credited against the next Loan Repayment due under the Loan Agreement.

Section 4.08 Establishment of Bond Fund. There is hereby created and established with the Trustee a trust fund in the name of the Issuer to be designated the “Education Services Facility Lease Revenue Bonds (SWWC Service Cooperative), Series 2024 Bond Fund” (the “Bond Fund”) which shall be used to pay when due the principal of, premium, if any, and interest on the Bonds.

- (1) There shall be deposited into the Bond Fund, as and when received:
 - (A) All transfers from the Revenue Fund pursuant to Section 4.02(a) above.
 - (B) Accrued interest, if any, paid on any Bonds to the date of delivery of the Bonds.

(C) All Loan Repayments by the Borrower pursuant to Section 4.2 of the Loan Agreement and any payment or other moneys received by the Trustee under and pursuant to any of the provisions of this Indenture and the Loan Agreement which is required to be paid into the Bond Fund, or which is accompanied by directions that such payment is to be credited to the Bond Fund.

(D) Any interest earned on sums held in the Bond Fund.

(E) All other money received by the Trustee under and pursuant to any of the provisions of the Loan Agreement, Lease, this Indenture, or Mortgage which are required to be deposited into the Bond Fund or which are accompanied by written directions that such money is to be deposited to the Bond Fund.

(2) The Trustee shall disburse, from time to time, sufficient money from the Bond Fund as specified below to pay the principal of, premium, if any, and the interest on, the Bonds as the same become due and payable.

(3) If any Bond shall not be presented for payment at Maturity, provided money sufficient to pay such Bond shall have been made available to the Trustee and is held by the Trustee for the benefit of the Holder thereof, all liability of the Issuer to the Holder thereof for the payment of such Bond shall forthwith cease, determine, and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such money, without liability for interest thereon, for the benefit of the Holder of such Bond, who shall thereafter be restricted exclusively to such money for any claim of whatever nature on his part hereunder or on, or with respect to, such Bond.

(4) Any money remaining in the Bond Fund after payment in full of all Bonds, and payment of the fees, charges, and expenses of the Trustee, the Paying Agent, and the Issuer which have accrued and which will accrue and all other items required to be paid hereunder will be paid to the Borrower.

Section 4.09 Establishment of Cost of Issuance Fund.

(1) There is hereby created and established with the Trustee a trust fund in the name of the Issuer to be designated the “Education Services Facility Lease Revenue Bonds (SWWC Service Cooperative), Series 2024 Cost of Issuance Fund” (the “Cost of Issuance Fund”). On the Date of Original Issuance of the Bonds there shall be deposited with the Trustee to the credit of the Cost of Issuance Fund those proceeds of the Bonds described in Section 4.01(b).

(2) The Trustee shall disburse money from the Cost of Issuance Fund to the Borrower or its designee to pay the Issuance Expenses (or to reimburse the Borrower for any expenditure in payment of the Issuance Expenses) upon receipt by the Trustee of a certificate of the Borrower, which shall be in writing and shall contain the following: (A) a statement of the amount and general nature of each item of Issuance Expenses certified to have been incurred or paid by and requested to be reimbursed to the Borrower, or certified to be due and payable and requested to be paid to a Person other than the Borrower; and (B) a statement that each item for which payment or reimbursement is requested is or was necessary in connection with the issuance of such Bonds and that none of such items has formed the basis for any previous payment from the Cost of Issuance

Fund. If the amount on hand in the Cost of Issuance Fund is insufficient to pay all of the Issuance Expenses, the Borrower shall provide for the payment of such Issuance Expenses out of its own funds and such Issuance Expenses shall not be paid or reimbursed from any other Trust Funds.

(3) Any interest earned on sums held in the Cost of Issuance Fund shall be credited as received to the Bond Fund. On [October/November] 1, 2024, or an earlier date on which the Trustee receives a certificate of the Borrower stating that all Issuance Expenses have been paid, the Trustee shall transfer any balance then on hand in the Cost of Issuance Fund to the Bond Fund; and within thirty (30) days thereafter the Trustee shall furnish the Borrower a written report as to the amounts disbursed from the Cost of Issuance Fund, showing the date of each such disbursement and the Person to whom it was made.

Section 4.10 Establishment of Rebate Fund.

(1) There is hereby created a Rebate Fund which shall be expended by the Trustee in accordance with the provisions hereof and the written instructions of the Borrower or the Rebate Analyst given pursuant to the provisions of the Tax Certificate. The Trustee shall deposit in the Rebate Fund, upon receipt, all Rebate Amounts deposited with the Trustee in accordance with Section 7.7(13) of the Loan Agreement; and for purposes of making such deposits the Trustee shall, at the direction of the Borrower, transfer from the appropriate fund to the Rebate Fund a sum equal to any Rebate Amounts attributable to sums held in the Construction Fund.

(2) The Borrower shall engage or, if the Borrower fails to so engage, the Trustee shall engage, at the Borrower's expense, a Rebate Analyst to make the calculations, with respect to the Rebate Fund, and the Trustee shall make information regarding the Bonds and investments hereunder available to the Borrower and the Cooperative, shall make deposits and disbursements at the written direction of the Rebate Analyst, shall invest the Rebate Fund at the Borrower's direction and shall deposit income from said investments immediately upon receipt thereof in the Rebate Fund, all as set forth in the written instructions of the Borrower or the Rebate Analyst given pursuant to the Tax Certificate. The Trustee shall be deemed conclusively to have complied with the provisions of the Tax Certificate if it follows the written directions of the Borrower or the Rebate Analyst and shall have no liability or responsibility to enforce compliance by the Borrower or the Cooperative with the terms of the Tax Certificate or any other tax covenants contained herein.

(3) Upon written direction of the Borrower or the Rebate Analyst, the Trustee shall remit sums in the Rebate Fund to the United States as provided in Section 7.7(13) of the Loan Agreement.

(4) Upon written direction of the Borrower, the Trustee shall remit to the Borrower, or transfer to the Bond Fund, any surplus rebate sums held in the Rebate Fund as provided in Section 7.7(13) of the Loan Agreement.

(5) Notwithstanding anything to the contrary contained herein, in the Loan Agreement, or in the Tax Certificate, the Trustee and the Issuer shall have no responsibility for making any determinations as to the amount to be deposited to or withdrawn from the Rebate Fund or the amount required to be rebated to the United States. The Trustee's sole responsibility with respect

to all matters relating to rebate shall be to follow the written instructions of the Rebate Analyst or the Borrower and to make payments pursuant to this Section 4.08 as and when instructed in writing to do so by the Rebate Analyst or the Borrower.

ARTICLE V

DISPOSITION OF TRUST MONEYS

Section 5.01 “Trust Moneys” Defined. All moneys received by the Trustee:

- (a) upon the release of property from the lien of this Indenture, or
- (b) as compensation for, or proceeds of sale of, any part of the Trust Estate taken by eminent domain or purchased by, or sold pursuant to an order of, a governmental authority or otherwise disposed of, or
- (c) as proceeds of insurance upon any part of the Trust Estate, or
- (d) as elsewhere herein provided to be held and applied under this article, or required to be paid to the Trustee and whose disposition is not elsewhere herein otherwise specifically provided for, including, but not limited to the investment income of all Trust Funds and accounts held by the Trustee under this Indenture (other than the Rebate Fund), or
- (e) as proceeds from the sale of the Bonds, or
- (f) as Loan Repayments, or as otherwise payable under the Loan Agreement,

(all such moneys being herein sometimes called “Trust Moneys”) shall be held by the Trustee as a part of the Trust Estate, and, upon the exercise by the Trustee of any remedy specified in Article VIII, such Trust Moneys shall be applied in accordance with Section 7.04, except funds held in the Rebate Fund and to the extent that the Trustee is holding in trust, moneys and/or Government Obligations for the payment of any Bonds which are no longer deemed to be Outstanding under the provisions of Article X, which moneys and/or Government Obligations shall be applied only as provided in Article X. Prior to the exercise of any such remedy, all or any part of the Trust Moneys shall be held, invested, withdrawn, paid or applied by the Trustee, from time to time, as provided in this article and in Article X.

Section 5.02 Investment of Funds. Any money held as part of the funds held by the Trustee pursuant to this Indenture shall be invested or reinvested by the Trustee upon the request and direction of the Borrower Representative in Permitted Investments, and in the case of securities held as Permitted Investments with maturities of not more than five (5) years, in accordance with the provisions of Section 3.8 of the Loan Agreement, except during the occurrence and continuance of an Event of Default, and except that investments in the Rebate Fund shall be made only in accordance with written directions of the Borrower or the Rebate Analyst. In the absence of written direction delivered to the Trustee from the Borrower, the Trustee shall hold such amounts uninvested. The type, amount and maturity of Permitted Investments shall conform to the instructions, if any, in the request of the Borrower Representative. Investments permitted under this section may be purchased from the Trustee or from any of its affiliates. Obligations so purchased shall be deemed at all times to be a part of the Construction Fund, Bond Fund, or other Trust Fund held by the Trustee hereunder, as applicable, but may from time to time be sold or otherwise converted into cash for application thereunder, whereupon the proceeds derived from such sale or conversion shall be credited to such Trust Fund. Any interest accruing on and any

profit realized from such investment shall be credited to the Trust Fund from which the investment has been made. The Trustee shall redeem or sell, at the best price obtainable, any obligations so purchased, whenever it shall be necessary to do so in order to provide moneys to meet any payment from the Trust Fund. Neither the Trustee nor the Issuer shall be liable for any loss, fee, tax or other charge incurred in connection with any such investment, nor from failure to preserve rights against endorsers or other prior parties to instruments evidencing any such investment.

Monies credited to any account or fund maintained hereunder which are uninvested pending disbursement or receipt of proper investment directions or as directed herein, may be deposited to and held in a non-interest bearing demand deposit account established with the Commercial Banking Department of the Trustee or with any bank affiliated with the Trustee, without the pledge of securities to or other collateralization of such deposit accounts.

The Trustee shall be entitled to conclusively rely on the written investment direction of the Borrower or the Rebate Analyst as to the legality and the suitability of such directed investments and such written direction shall be deemed to be a certification that such directed investments constitute Permitted Investments. The Trustee shall have no responsibility whatsoever to determine whether any investments made pursuant to this Indenture are or continue to be Permitted Investments. The Issuer and the Borrower acknowledge that regulations of the Comptroller of the Currency grant the Issuer and the Borrower the right to receive brokerage confirmations of security transactions as they occur. The Issuer and the Borrower, pursuant to Section 8.3 of the Loan Agreement, specifically waive such notification to the extent permitted by law and acknowledge that they will receive periodic transaction statements that will detail all investment transactions.

Section 5.03 Return on Investments.

(a) In directing investments pursuant to Section 3.8 of the Loan Agreement and this Indenture, the Borrower will not instruct the Trustee to use the proceeds of the Bonds or other sums pledged to the payment of the Bonds, directly or indirectly, to acquire any securities or obligations the acquisition of which would cause any of the Bonds to be an “arbitrage bond” as defined in Section 148 of the Code, and for this purpose the Borrower, in order to restrict yield on investments, may direct investments in SLGS (and accordingly is hereby authorized to act as agent of the Issuer for such purpose). The Trustee has no duty to monitor the yield on any directed investment or any obligation to limit the yield on any investment the Issuer directs the Trustee to make. The Trustee shall be fully protected in relying on the written direction of the Borrower or the Rebate Analyst with respect to whether the acquisition of any securities or obligations would have the effect prohibited by this section.

(b) By its execution of the Loan Agreement, the Borrower acknowledges that it will not direct the Trustee to invest moneys in any Trust Funds which would cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code. If at any time the money in all funds and accounts relating to the Bonds exceed, within the meaning of Section 149(b) of the Code, (i) amounts invested for an initial temporary period until the moneys are needed for the purpose for which the Bonds were issued, (ii) investments of a bona fide debt service fund, and (iii) investments of a reserve which meet the requirement of Section 148(d)(1) of the Code, then moneys in excess of such amounts shall be invested at the direction of the Cooperative pursuant to Section 3.8 of the Loan Agreement in Permitted Investments consisting of (A) bonds issued by

the United States Treasury, (B) other investments permitted under regulations, or (C) obligations which are (a) not issued by, or guaranteed by, or insured by, the United States or any agency or instrumentality thereof or (b) not federally insured deposits or accounts, all within the meaning of Section 149(b) of the Code. The Trustee shall be fully protected in relying on the written investment directions of the Cooperative and shall only make investments as so directed.

Section 5.04 Computation of Balances in Trust Fund. In computing the assets of any Trust Fund established hereunder, investments and accrued but unpaid interest thereon shall be deemed a part thereof, and such investments, shall be valued at par value, or at the redemption price thereof, if then redeemable at the option of the holder.

Section 5.05 Rebate to United States. The Bonds are subject to the rebate to the United States of earnings in excess of the yield on the Bonds imposed by Section 148 of the Code and Section 1.148-3 of the Treasury Regulations. The Trustee shall have no obligation to calculate the amount of, or make, any required rebate as provided in Section 4.10 hereof. The Trustee shall cooperate with the Borrower in determining the amount of any rebate.

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ARTICLE VI

GENERAL COVENANTS

Section 6.01 Payment of Principal, Premium, if Any, and Interest. The Issuer covenants that it will promptly pay or cause to be paid the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof, but solely from the Trust Estate, including amounts paid upon an Event of Default and pursuant to action taken under the Mortgage. The principal of, premium, if any, and interest on the Bonds (except to the extent paid out of money attributable to the proceeds derived from the sale of the Bonds or to income from the temporary investment thereof and, under certain circumstances, to proceeds from insurance and condemnation awards) are payable solely from the amounts to be paid under the Loan Agreement and otherwise as provided herein and in the Loan Agreement and, under the Mortgage, pursuant to its terms, and the amounts under the Loan Agreement are hereby specifically pledged to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or in this Indenture shall be construed as pledging any other funds or assets of the Issuer. Neither the State nor the Issuer nor any other political subdivision of the State shall in any event be liable for the payment of the principal of, premium, if any, or interest on any of the Bonds or for the performance of any pledge, obligation or agreement undertaken by the Issuer except to the extent money pledged herein is sufficient therefor.

Section 6.02 Performance of Covenants; Issuer. The Issuer covenants that it will faithfully perform or cause to be performed at all times any and all covenants, undertakings, stipulations, and provisions contained in this Indenture and in the Loan Agreement, in any and every Bond executed, authenticated, and delivered hereunder and in all of its proceedings pertaining hereto.

Section 6.03 Instruments of Further Assurance. The Issuer will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such indentures supplemental hereto and such further acts, instruments, and transfers required for the better assuring, transferring, conveying, pledging, assigning, and confirming unto the Trustee all and singular the amounts pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds. The Issuer, except as herein and in the Loan Agreement and the Mortgage provided, will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project, the amounts, revenues and receipts payable under the Loan Agreement or its rights under the Loan Agreement.

Section 6.04 Recording and Filing. (a) The Borrower has covenanted in the Loan Agreement to cause all financing statements (but excluding the initial financing statements dated as of the date of issue which will be filed by the Title Insurer) related to this Indenture and all supplements thereto and the Loan Agreement and all supplements thereto, as well as the Mortgage and such other security agreements, financing statements and all supplements thereto and other instruments, including continuation statements, that are recommended from time to time by counsel to the Borrower or by Bond Counsel, or required by the Trustee (acting at the advice of Counsel) to be kept, to be recorded and filed in such manner and in such places as may from time to time be required by law in order to preserve and protect fully the security of the Bondholders of the Bonds and the rights of the Trustee hereunder, and to take or cause to be taken any and all other

action necessary to perfect the security interest created by this Indenture. At the direction and expense of the Borrower, the Trustee will cooperate with the Borrower in effecting such recordings and filings.

(b) Notwithstanding the foregoing, without further direction from the Borrower, at the expense of the Borrower, the Trustee shall file continuation statements on the fifth anniversary of the Date of Original Issuance, with respect to all UCC financing statements filed in connection with the original issuance of the Bonds, and on every fifth anniversary of such date as long as any Bonds are Outstanding. Unless the Trustee shall have been notified in writing by the Borrower or Bond Counsel that any such initial filing or description of collateral was or has become defective, the Trustee shall be fully protected in (i) relying on such initial filing and descriptions in filing any financing or continuation statements or modifications thereto pursuant to this Section 6.04; and (ii) filing any continuation statements in the same filing offices as the initial filings were made. The Trustee shall cause to be filed a continuation statement with respect to each UCC financing statement relating to the Bonds which was filed at the time of the issuance thereof, in such manner and in such places as the initial filings were made, provided that a copy of the filed original financing statement is timely delivered to the Trustee. The Borrower shall be responsible for the costs incurred by the Trustee in the preparation and filing of all continuation statements hereunder.

Section 6.05 Inspection of Books. All books and records in the Issuer's possession relating to the Project and the amounts derived from the Project shall at all reasonable times be open to inspection by such accountants or other agents as the Trustee or Majority Bondholder(s) may from time to time designate in writing.

Section 6.06 Rights Under Loan Agreement. The Loan Agreement, a duly executed counterpart of which has been filed with the Trustee, sets forth the covenants and obligations of the Issuer and the Borrower, including provisions that subsequent to the issuance of Bonds and prior to their payment in full or provision for the payment thereof having been made in accordance with the provisions hereof, and except as otherwise expressly provided in the Loan Agreement and in Article XII of this Indenture, the Loan Agreement may not be effectively amended, changed, modified, altered, or terminated without the written consent of the Trustee, and reference is hereby made to the Loan Agreement for a detailed statement of said covenants and obligations of the Borrower thereunder, and the Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Borrower under and pursuant to the Loan Agreement for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder.

Section 6.07 Designation of Trustee as Bond Registrar and Paying Agent; Designation of Any Additional Paying Agents. The Trustee is hereby designated and agrees to act as Bond Registrar and paying agent for and in respect to the Bonds. The Issuer hereby agrees to cooperate with the Trustee and the Borrower, when requested, and at the Borrower's expense, in designating any additional paying agents and in making available funds hereunder in payment of such of the Bonds as shall be presented when due at the principal office(s) of said additional paying agent(s).

Section 6.08 Determination of Taxability. (a) At such time as the Trustee receives written notification of a Determination of Taxability, the Trustee shall notify the Borrower and the Issuer

thereof by certified mail, return receipt requested, postage prepaid and shall file such notification with EMMA.

(b) In the event the Trustee receives written notice from the Borrower that it is electing to contest a potential Determination of Taxability pursuant to Section 7.8 of the Loan Agreement, the Trustee shall promptly notify EMMA and all Registered Owners of such election.

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ARTICLE VII

EVENTS OF DEFAULT; REMEDIES

Section 7.01 Events of Default. Each of the following events is hereby defined as, and is declared to be and to constitute, an “Event of Default” (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) if payment of the principal of any of the Bonds, when the same shall become due and payable, whether at maturity or by proceedings for redemption (by redemption, declaration or otherwise), shall not be made; or

(b) if payment of any interest on the Bonds when the same shall become due and payable (in which case interest shall be payable to the extent permitted by law on any overdue installments of interest, in each case at the interest rate borne by the Bonds in respect of which such interest is overdue) shall not be made; or

(c) if default shall be made in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer contained in this Indenture or in the Bonds, and such default shall have continued for a period of thirty (30) days after there has been given, by registered or certified mail, to the Issuer and the Borrower by the Trustee, or to the Issuer, the Borrower, and the Trustee by the Holder or Holders of at least twenty-five percent in aggregate principal amount of the Bonds then Outstanding, a written notice specifying such default or breach and requiring it to be remedied provided that if such default cannot be cured within such thirty (30) day period through the exercise of diligence but can be wholly cured, the failure of the Issuer or the Borrower to remedy such default within such thirty (30) day period shall not constitute an event of default hereunder if the Issuer or the Borrower shall immediately upon receipt of such notice commence with due diligence and dispatch the curing of such default and, having so commenced the curing of such default, shall thereafter prosecute and complete the same with due diligence and dispatch and provides the Trustee with a certification to that effect; or

(d) the occurrence of an “Event of Default” under the Loan Agreement; or

(e) if any Non-appropriation should occur under the Lease.

Section 7.02 Enforcement of Covenants and Conditions. Upon the occurrence and continuation of an event of default (which has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise and use in the circumstances in the conduct of their own affairs. The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture except for its own negligence or willful misconduct.

Upon the occurrence of an Event of Default, the Trustee may, and shall upon the written request of the Holders of a majority in aggregate principal amount of Outstanding Bonds, by written notice to the Issuer and the Borrower, declare the principal of the Bonds to be immediately

due and payable, whereupon that portion of the principal of the Bonds thereby coming due and the interest thereon accrued to the date of payment shall, without further action, become and be immediately due and payable, notwithstanding anything in this Indenture or in the Bonds to the contrary.

At any time after such a declaration of acceleration has been made, but before the Trustee has exercised any other remedy specified herein or in any Security Document, the Holders of a majority in aggregate principal amount of the Bonds then Outstanding, by written notice to the Issuer, the Borrower and the Trustee, may rescind and annul such declaration and its consequences if:

(a) there has been paid to or deposited with the Trustee by or for the account of the Issuer, or provision satisfactory to the Trustee has been made for the payment of, a sum sufficient to pay

(1) all overdue installments of interest on all Bonds,

(2) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate borne by the Bonds,

(3) to the extent that payment of such interest is lawful, interest upon overdue installments of interest at the rate borne by the Bonds, and

(4) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and

(b) all Events of Default, other than the non-payment of the principal of Bonds which have become due solely by such acceleration, have been cured or waived as provided herein.

No such rescission shall affect any subsequent default or impair any right consequent thereon.

Upon the happening and continuance of an Event of Default, in addition to the acceleration of the Bonds, the Trustee may (subject to the provisions of Section 8.06 hereof), and shall upon the written request by registered or certified mail to the Trustee of the Holders of a majority in aggregate principal amount of outstanding Bonds:

(a) proceed to protect and enforce all rights of the Bondholder by a suit or suits in equity or at law, either for the specific performance of any covenant or agreement contained herein or in the Security Documents or the Bonds, or in aid of the execution of any power herein or therein granted, or for the enforcement of any other appropriate legal or equitable remedy;

(b) with respect to the Project Equipment, exercise any remedies available to a secured party under the UCC as then in effect in the State of Minnesota;

(c) exercise any remedies available to the Trustee under the Mortgage or any other Security Document.

In the event of a sale under this Indenture, whether by virtue of judicial proceedings or advertisement or otherwise, the Trust Estate may, at the option of the Trustee, be sold as one parcel and as an entirety or in such parcels, manner and order as the Trustee in its sole discretion may elect.

Notwithstanding the foregoing, the Trustee need not proceed upon any such written request of the Bondholders, as aforesaid, unless such Bondholders shall have offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby.

Upon the occurrence of an Event of Default under the Loan Agreement, the Trustee may also enforce any and all rights, if any, of the Issuer thereunder. The Issuer may also exercise any of its rights as provided in Section 9.12 of the Loan Agreement.

Section 7.03 Trustee May File Proofs of Claims. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Borrower or any other obligor upon the Bonds, the Trustee (irrespective of whether the principal of the Bonds shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand on the Borrower for the payment of overdue principal or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise,

(a) to file and prove a claim for the whole amount of principal, premium, if any, and interest owing and unpaid in respect of the Bonds then Outstanding and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Bondholders allowed in such judicial proceedings, and

(b) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same;

and any receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Bondholder to make such payments to the Trustee, and, in the event that the Trustee shall consent to the making of such payments directly to the Bondholders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements, and advances of the Trustee, its agents and counsel.

Section 7.04 Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Indenture or any Security Document, shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee or Issuer, and after such funds shall have been applied as may be specifically required pursuant to this Indenture or any Security Document (e.g., to the restoration and replacement of any portion of the Project following casualty thereto or other loss thereof, as described in Section 6.6 of the Lease), and after payment of all taxes, assessments or liens prior to the lien of this Indenture (including reasonable fees and disbursements of the Trustee), except any taxes, assessments or liens subject to which any sale or other disposition of the Trust Estate or part thereof shall have been made, be

deposited in the Bond Fund, and all moneys in the Bond Fund maintained with the Trustee shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

First: To the payment to the Bondholders entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Bondholders entitled thereto, without any discrimination or privilege; and

Second: To the payment to the Bondholders entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, then to the payment ratably, according to the amount of principal due on such date, to the Bondholders entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Bondholders entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this section, such moneys shall be applied by it at such times, and from time to time, and upon such advice as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all Bonds and interest thereon have been paid under the provisions of this section and all expenses and charges of the Trustee and the Issuer have been paid, any balance remaining shall be paid to the persons entitled to receive the same; if no other person shall be entitled thereto, then the balance shall be paid to the Borrower.

Section 7.05 Right of Trustee to Act Without Possession of Bonds. All rights of action (including the right to file proof of claim) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto, and any such suit or proceeding instituted by the

Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants any Holders of the Bonds hereby secured, and any recovery of judgment shall be for the equal benefit of the Holders of the Outstanding Bonds.

Section 7.06 Control by Bondholders. The Holders of a majority in aggregate principal amount of the Bonds at the time Outstanding shall have the right, during the continuance of an Event of Default,

(a) to require the Trustee to proceed to enforce this Indenture or any Security Document, either by judicial proceedings for the enforcement of the payment of the Bonds or the foreclosure of this Indenture or the enforcement of any other remedy; and

(b) to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee hereunder, or under any Security Document; provided that

(1) such direction shall not be in conflict with any rule of law or with this Indenture,

(2) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the Holders not taking part in such direction,

(3) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and

(4) the Trustee shall be indemnified as provided in Section 8.06.

Section 7.07 Limitation on Suits by Bondholders. No Holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereof or for any other remedy hereunder, unless a Default has occurred of which a Responsible Officer has been notified; nor unless also such Default shall have become an Event of Default and the Holders of not less than a majority in aggregate principal amount of Bonds Outstanding hereunder shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; nor unless also they shall have offered to the Trustee indemnity as provided hereinafter; and such notification, request and offer of indemnity are hereby declared in every such case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for enforcement or for any other remedy hereunder; it being understood and intended that no one or more Holders of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice the lien of this Indenture by the Holder's action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Holders of all Bonds outstanding hereunder. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder, which is absolute and unconditional, to enforce and bring suit for the payment of the principal of and interest on any Bond at and after the maturity thereof or to pay the principal of and interest on each of the Bonds

issued hereunder to the respective Holders thereof at the time and place in said Bonds expressed, in accordance with the terms of the Bonds.

Section 7.08 Waiver by Bondholders. The Trustee, upon the written request of the Holders of a majority in aggregate principal amount of the Bonds at the time Outstanding hereunder, shall waive any Default hereunder and its consequences, except a Default in the payment of the principal of the Bonds at the date of maturity specified therein; provided, however, that a Default in the payment of interest on the Bonds shall not be waived unless, prior to such waiver, all arrears of interest and all expenses of the Trustee shall have been paid or shall have been provided for by deposit with the Trustee of a sum sufficient to pay the same. In case of any such waiver, the Issuer, the Trustee and the Holders of the Bonds shall be restored to their former positions and rights hereunder respectively. No such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

Section 7.09 Remedies Cumulative, Delay Not To Constitute Waiver. No remedy by the terms of this Indenture, the Loan Agreement or any Security Document, conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any Default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Default or Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Default or Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Default or Event of Default or shall impair any rights or remedies consequent thereon.

Section 7.10 Restoration of Rights Upon Discontinuance of Proceedings. In case the Trustee or Bondholders shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee or Bondholders, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder with respect to the Trust Estate, and all rights, remedies and powers of the Issuer, the Trustee and the Bondholders shall continue as if no such proceedings had been taken.

Section 7.11 Suits to Protect the Trust Estate and Other Property. Subject to Section 8.06, the Trustee shall have the power, but shall not be required to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Trust Estate by any acts which may be unlawful or in violation of this Indenture, the Loan Agreement or any other Security Document, and such suits and proceedings as the Trustee may deem expedient to protect its interests and the interests of the Bondholders in the Trust Estate and in the issues, profits, revenues and other income arising therefrom, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of, or compliance with, such

enactment, rule or order would impair the security hereunder or thereunder or be prejudicial to the interest of the Bondholders or the Trustee.

Section 7.12 Borrower as Agent of Issuer.

(1) No default under Section 7.01(c) hereof shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given by the Trustee to the Issuer and the Borrower, and the Issuer and the Borrower shall have had the time permitted by the applicable subsection after receipt of such notice to correct said default or cause said default to be corrected and the Issuer or Borrower shall not have corrected said default or caused said default to be corrected within said time.

(2) With regard to any alleged default concerning which notice is given to the Borrower under the provisions of this Section 7.12, the Issuer hereby names and appoints the Borrower as its attorney-in-fact and agent with full authority to perform any covenant or obligation of the Issuer alleged in said notice to constitute a default, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts and with power of substitution; provided that the Borrower shall give the Issuer notice of its intention so to perform on behalf of the Issuer, and provided further that the Issuer may at any time, by a writing addressed to the Borrower withdraw, limit or modify the appointment hereby made.

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ARTICLE VIII

CONCERNING THE TRUSTEE

Section 8.01 Acceptance of Trust and Prudent Performance Thereof. The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no duties shall be implied. The Trustee shall, during the existence of any Event of Default which has not been cured, exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of their own affairs.

The Trustee shall not be required to take notice or be deemed to have notice of any Default hereunder, except Default in the deposits or payments specified herein, unless the Responsible Officer shall be specifically notified in writing of such Default by the Borrower, by the Issuer or by the Holders of a majority in aggregate principal amount of Bonds Outstanding hereunder, and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume that there is no Default, except as aforesaid.

No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that

(a) prior to such an Event of Default hereunder, and after the curing of all such Events of Default which may have occurred:

(1) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee, and

(2) in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and to the correctness of the opinions expressed therein, and shall be protected in acting, upon any certificate or opinion furnished to the Trustee conforming to the requirements of this Indenture; but in the case of any such certificate or opinion which by any provision hereof is specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not it conforms in form to the requirements of this Indenture; and

(b) at all times, regardless of whether or not any such Event of Default shall exist:

(1) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer or Officers of the Trustee unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts, and

(2) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority in aggregate principal amount of all the Bonds at the time outstanding relating

to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur individual financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Section 8.02 Trustee May Rely Upon Certain Documents and Opinions. Except as otherwise provided in Section 8.01:

(a) the Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties and the Trustee shall be under no duty to make any investigations or inquiry into any statements contained or matters referred to in any such instrument;

(b) any request, direction, election, order, certification or demand of the Issuer or the Borrower shall be sufficiently evidenced by an instrument signed by an Issuer Representative or a Borrower Representative, as the case may be (unless otherwise in this Indenture specifically prescribed), and any resolution of the Issuer may be evidenced to the Trustee by a Certified Resolution;

(c) the Trustee may consult with counsel (who may be counsel for the Issuer or the Borrower or the Cooperative) and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel; and

(d) whenever, in the administration of the trusts of this Indenture, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a Certificate of the Issuer and such Certificate of the Issuer shall, in the absence of negligence or bad faith on the part of the Trustee, be full warrant to the Trustee for any action taken or suffered by it under the provisions of this Indenture upon the faith thereof.

(e) The Trustee shall have the right to accept and act upon instructions or directions pursuant to this Indenture and the Security Documents sent in the form of a manually signed document by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the Issuer, the Borrower, and the Cooperative (each, a "Sender") shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions ("Authorized Officers"), which incumbency certificate and containing specimen signatures of such designated persons, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If a Sender elects to give the Trustee

e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. Each Sender agrees that the Trustee cannot determine the identity of the actual sender of such instructions and that the Trustee shall conclusively presume that instructions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. Each Sender shall be responsible for ensuring that only their respective Authorized Officers transmit such instructions to the Trustee, and the Senders and their Authorized Officers are responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and authentication keys provided by the Trustee, if any. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction delivered by other means. Each Sender agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including, without limitation, the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 8.03 Trustee Not Responsible for Indenture Statements, Validity. The Trustee shall not be responsible for any recital or statement herein, or in the Bonds (except in respect of the certificate of the Trustee endorsed on such Bonds), or for the validity of the execution by the Issuer of this Indenture or the validity or execution of the Loan Agreement or the Bond Resolution, or of any supplemental instrument, or for the sufficiency of the security of the Bonds issued hereunder or intended to be secured hereby, or for the value of or title to any of the Trust Estate, or otherwise as to the maintenance or the security hereof; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenant, condition or agreement on the part of the Issuer, the Borrower or the Cooperative except as herein set forth, but the Trustee may require of the Issuer, the Borrower, and the Cooperative full information and advice as to the performance of the covenants, conditions and agreements aforesaid and of the condition of the physical property included in the Trust Estate. The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder.

The Trustee shall not be responsible for and makes no representation as to the legality, effectiveness or sufficiency of any security document or for the creation, perfection, priority or protection of any lien securing the bonds. The Trustee shall not be responsible for filing any financing or continuation statement or recording any documents or instruments in any public office at any time or otherwise for perfecting or maintaining the perfection of any lien or security interest in the trust estate it being understood that the Issuer shall be obligated to make such filings on behalf of the Trustee.

Section 8.04 Limits on Duties and Liabilities of Trustee. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty of the Trustee and the Trustee shall be answerable only for its own negligence or willful default. The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

Section 8.05 Money Held in Trust. Money held by the Trustee hereunder is held in trust but need not be segregated from other funds except to the extent required by law. The Trustee

shall be under no liability for interest on any money received by it hereunder except as specifically provided herein.

Section 8.06 Obligation of Trustee. The permissive right of the Trustee to do things enumerated in this Indenture or any Security Document shall not be construed as a duty. The Trustee shall be under no obligation to institute any suit, exercise the option, or to take any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other anticipated disbursements and against all liability except to the extent determined by a court of competent jurisdiction to have been caused solely by its own gross negligence or willful misconduct; the Trustee may, nevertheless, begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as such Trustee, without indemnity, and in such case the Trustee shall be reimbursed for all costs and expenses, outlays and counsel fees and other reasonable disbursements properly incurred in connection therewith. If the Issuer shall fail to make such reimbursement from funds provided by the Borrower, the Trustee may reimburse itself from any moneys in its possession under the provisions of this Indenture (other than moneys used to discharge Bonds under Article X) and shall be entitled to a preference therefor over any of the Bonds or claims for interest Outstanding hereunder.

Section 8.07 Notice to Bondholders. The Trustee shall give to the Holders of the Bonds whose names and addresses are known to it written notice of all Defaults known to the Trustee by virtue of actual knowledge of a Responsible Officer, within thirty days after the occurrence of an Event of Default unless such Default shall have been cured before the giving of such notice; provided that, except in the case of Default in the payment of principal and interest on any of the Bonds; and further provided that no such notice shall be given unless and until any such Default becomes an Event of Default.

Section 8.08 Intervention in Judicial Proceedings. In any judicial proceeding to which the Issuer is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interest of Bondholders of the Bonds, the Trustee may intervene on behalf of Bondholders and shall do so if requested in writing by the owners of at least fifty-one percent in the aggregate principal amount of Bonds outstanding hereunder. The rights and obligations of the Trustee under this Section are subject to the approval of the court having jurisdiction in the premises.

Section 8.09 Further Investigation by Trustee. The resolutions, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be in full warrant, protection and authority to the Trustee for its actions hereunder; but the Trustee may, in its unrestricted discretion, and shall, if requested in writing so to do by the Holders of not less than fifty-one percent in aggregate principal amount of Bonds Outstanding hereunder, cause to be made such independent investigation as it may see fit, and in that event may decline to release any property, or pay over cash, or take other action unless satisfied by such investigation of the truth and accuracy of the matters so investigated. The expense of such investigation shall be paid by the Borrower, or, if paid by the Trustee, shall be repaid to it with interest at the lesser of seven percent per annum or the maximum rate permitted by law, by the Borrower or from the Trust Estate.

Section 8.10 Trustee to Retain Financial Records. The Trustee shall retain all financial statements furnished by the Issuer, the Borrower and the Cooperative in accordance with this Indenture so long as any of the Bonds shall be Outstanding. Provided that the Trustee shall have no duty to review or analyze any such financial statements. The Trustee shall not be deemed to have notice of any information contained therein or event of default which may be disclosed in any manner therein.

Section 8.11 Compensation of Trustee. The Trustee and any Paying Agent shall be entitled to payment and/or reimbursement for reasonable fees for services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in and about the execution of the trusts created by this Indenture and in and about the exercise and performance of the powers and duties of the Trustee hereunder and for the reasonable and necessary costs and expenses incurred in defending any liability in the premises of any character whatsoever (unless such liability is adjudicated to have resulted from the negligence or willful default of the Trustee). In this regard the Issuer has made provisions in Section 4.4 of the Loan Agreement for the payment of said fees, advances, counsel fees, costs and expenses and reference is hereby made to the Loan Agreement for the provisions so made; and the Issuer shall not otherwise be liable for the payment of such sums. Upon an Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of interest on or principal or premium, if any, of any Bond and upon the money received by it hereunder, for said fees, advances, counsel fees, costs and expenses incurred by it..

Section 8.12 Trustee May Hold Bonds. The Trustee and its officers and directors may acquire and hold, or become the pledgee of, Bonds and otherwise deal with the Issuer or the Borrower in the same manner and to the same extent and with like effect as though it were not Trustee hereunder.

Section 8.13 Appointment of Trustee. There shall at all times be a trustee hereunder which shall be an association or corporation organized and doing business under the laws of the United States or any State thereof, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$50,000,000, and subject to supervision or examination by federal or State authority. If such association or corporation publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this section the combined capital and surplus of such association or corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this section, and another association or corporation is eligible, the Trustee shall resign immediately in the manner and with the effect specified in Section 8.16.

Section 8.14 Merger of Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association, resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor trustee hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act,

deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.15 Resignation or Removal of Trustee. The Trustee may resign and be discharged from the trusts created by this Indenture by giving to the Issuer and the Borrower thirty days' notice in writing, and to the Bondholders thirty days' notice by first class mail at its, her or his address as set forth on the registration books of such resignation, specifying a date when such resignation shall take effect. Such resignation shall take effect on the day specified in such notice, unless previously a successor trustee shall have been appointed by the Bondholders as hereinafter provided, in which event such resignation shall take effect immediately on the appointment of such successor trustee.

Any Trustee hereunder may be removed at any time upon thirty days' notice by an instrument or instruments in writing, appointing a successor to the Trustee so removed, filed with the Trustee and executed by the Issuer or the Holders of a majority in aggregate principal amount of the Bonds hereby secured and then Outstanding.

Section 8.16 Appointment of Successor Trustee. In case at any time the Trustee shall resign or shall be removed or otherwise shall become incapable of acting, or shall be adjudged as bankrupt or insolvent, or if a receiver of the Trustee or of its property shall be appointed, or if a public supervisory office shall take charge or control of the Trustee or of its property or affairs, a vacancy shall forthwith and ipso facto be created in the office of such Trustee hereunder, and a successor may be appointed by the Issuer or the Holders of a majority in aggregate principal amount of the said Bonds hereby secured and then Outstanding, by an instrument or instruments in writing filed with the Trustee and executed by the Issuer or such Bondholders, notification thereof being given to the Issuer, but in the event the Trustee is removed by the Bondholders, until a new Trustee shall be appointed by the Bondholders as herein authorized, the Issuer may, subject to the provisions hereof, appoint a Trustee to fill such vacancy. After any such appointment by the Issuer, the Trustee so appointed shall cause notice of its appointment to be mailed within thirty days of such appointment to the registered Holders of the Bonds, but any new Trustee so appointed by the Issuer shall immediately and without further act be superseded by a Trustee appointed in the manner above provided by the Holders of a majority in aggregate principal amount of the Bonds whenever such appointment by the Bondholders shall be made.

If, in a proper case, no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this section within forty-five (45) days after a vacancy shall have occurred in the office of Trustee, the Holder of any Bond hereby secured or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor trustee. Said court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor trustee. Every such Trustee appointed pursuant to the provisions of this section shall be a trust company or bank having trust powers and having a reported capital and surplus not less than \$50,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 8.17 Transfer of Rights and Property to Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor, to the Borrower and also to the Issuer, an instrument in writing accepting such appointment hereunder,

and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors as Trustee and Paying Agent; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor Trustee execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any assignment, conveyance or instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor trustee the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Trustee, any and all such assignments, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all assignments, conveyances and other instruments provided for in this article shall, at the expense of the Cooperative, be forthwith filed and/or recorded by the successor Trustee in each recording office where the Indenture shall have been filed and/or recorded.

Section 8.18 Co-Trustee.

(a) At any time or times, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Trust Estate may at the time be located, the Issuer and the Trustee shall have power to appoint one or more persons approved by the Trustee either to act as Co-Trustee or Co-Trustees, jointly with the Trustee of all or any part of the Trust Estate, or to act as separate Trustee or separate Trustees of all or any part of the Trust Estate, and to vest in such person or persons, in such capacity, such title to the Trust Estate or any part thereof, and such rights, powers, duties, trusts or obligations as the Issuer and the Trustee may consider necessary or desirable, subject to the remaining provisions of this section.

(b) Upon the request of the Trustee or of the Holders of at least twenty-five percent in aggregate principal amount of Bonds outstanding hereunder, the Issuer shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint the Co-Trustee. If the Issuer shall not have joined in such appointment within fifteen days after the receipt by it of a request so to do, or in case an Event of Default shall have occurred and be continuing, the Trustee alone shall have power to make such appointment.

(c) The Issuer shall execute, acknowledge and deliver all such instruments as may be required by any such Co-Trustee or separate trustee for more fully confirming such title, rights, powers, trusts, duties and obligations to such Co-Trustee or separate Trustee.

(d) Every Co-Trustee appointed hereunder shall act subject to the following conditions and provisions, namely:

(1) The Bonds shall be authenticated and delivered and all rights, powers, trusts, duties and obligations by this Indenture conferred upon the Trustee in respect of the custody, control or management of moneys, papers, securities and other personal property shall be exercised, solely by the Trustee.

(2) All rights, powers, trusts, duties and obligations conferred or imposed upon the Trustee hereunder shall be conferred or imposed upon and exercised or performed by the Trustee, or by the Trustee and Co-Trustee or by a separate Trustee or separate Trustees jointly, if so provided in any instrument appointing such Co-Trustee or separate Trustee or Trustees, except to the extent that, under the law of any jurisdiction in which any particular act or acts are to be performed, the Trustee shall be incompetent or unqualified to perform such act or acts or incompetent to bring suit to enforce the Lease, in which event such act or acts shall be performed by the Co-Trustee or separate Trustee or Trustees.

(3) Any request in writing by the Trustee to any Co-Trustee or separate Trustee to take or to refrain from taking any action hereunder shall be sufficient warrant for the taking, or the refraining from taking, of such action by the Co-Trustee or separate Trustee.

(4) Any Co-Trustee or separate Trustee may delegate to the Trustee the exercise of any right, power, trust, duty or obligation, discretionary or otherwise.

(5) The Trustee at any time, by an instrument in writing, with the concurrence of the Issuer, may accept the resignation of or remove any Co-Trustee or separate Trustee appointed under this section and in case an Event of Default shall have occurred and be continuing, the Trustee shall have power to accept the resignation of, or remove, any such Co-Trustee or separate Trustee without the concurrence of the Issuer. Upon the request of the Trustee, the Issuer shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal.

(6) No Trustee hereunder shall be personally liable by reason of any act or omission of any other Trustee hereunder.

(7) Any demand, request, direction, appointment, removal, notice, consent, waiver or other action in writing delivered to the Trustee shall be deemed to have been delivered to each such Co-Trustee or separate Trustee.

(8) Any moneys, papers, securities or other items of personal property received by any such Co-Trustee or separate Trustee hereunder shall forthwith, so far as may be permitted by law, be turned over to the Trustee.

(e) Upon the acceptance in writing of such appointment by any Co-Trustee or any separate Trustee, the Co-Trustee or separate Trustee shall be vested with such title to the Trust Estate or any part thereof, and with such rights, powers, duties and obligations, as shall be specified in any instrument of appointment jointly with the Trustee (except insofar as local law makes it necessary for any such Co-Trustee or separate Trustee to act alone) subject to all the terms of this Indenture. Every such acceptance shall be filed with the Trustee. Any Co-Trustee or separate Trustee may, at any time by an instrument in writing, constitute the Trustee, such Co-Trustee's or separate Trustee's attorney-in-fact and agent, with full power and authority to do all acts and things and to exercise all discretion on such Co-Trustee's or separate Trustee's behalf and in such Co-Trustee's or separate Trustee's name.

(f) In case any Co-Trustee or separate Trustee shall die, become incapable of acting, resign or be removed, the title to the Trust Estate, and all rights, powers, trusts, duties and obligations of said Co-Trustee or separate Trustee shall, so far as permitted by law, vest in and be exercised by the Trustee unless and until a successor Co-Trustee or separate Trustee shall be appointed in the manner herein provided.

Section 8.19 Appointment of Successor or Alternate Paying Agents. In the event the initial Trustee shall also have been appointed paying agent for the Bonds, a successor Trustee shall become successor paying agent with respect to such Bonds unless otherwise provided in the instrument appointing such successor Trustee. If any paying agent other than the initial Trustee shall resign or become incapable of acting, or shall be removed under a supplemental indenture entered into pursuant to the terms hereof, the Trustee may appoint a successor paying agent which is a bank or trust company qualified to act as paying agent under the Act and which is willing to accept the office on reasonable and customary terms approved by an Authorized Issuer Representative. The Trustee may appoint successor paying agents. "Paying Agent" as used in this section refers to the bank or trust company named in the form of Bond provided for the Bonds in Exhibit B hereto, where principal of and interest on Bonds may be paid.

Section 8.20 Indemnification. To the extent authorized by law, the Borrower and the Cooperative shall indemnify and hold harmless the Trustee against any and all loss, damage, claims, expense and liability arising out of or in connection with the acceptance of administration of the trust or trusts hereunder, including the costs and expenses of defending itself against any claim (whether asserted by the Issuer, Borrower, the Cooperative, any bondholder or any other person) or liability in connection with the exercise or performance of any of its powers or duties hereunder except to the extent that such loss, damage, claim, expense or liability is determined by a court of competent jurisdiction to have been caused solely by Trustee's gross negligence or willful misconduct.

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ARTICLE IX

CONCERNING THE BONDHOLDERS

Section 9.01 Execution of Instruments by Bondholders. Any request, direction, consent or other instrument in writing required by this Indenture to be signed or executed by Bondholders may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Bondholders in person or by agent duly appointed by an instrument in writing. Proof of the execution of any such instrument and of the ownership of Bonds shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee with regard to any action taken by it under such instrument if made in the following manner:

(a) The fact and date of the execution by any person of any such instrument may be proved by the certificate of any officer in any jurisdiction who, by the laws thereof, has power to take acknowledgments of deeds to be recorded within such jurisdiction, to the effect that the person signing such instrument acknowledged to him or her the execution thereof, or by an affidavit of a witness to such execution.

(b) The ownership of Bonds shall be proved by the registration books kept under the provisions of this Indenture.

Nothing contained in this article shall be construed as limiting the Trustee to the proof above specified, it being intended that the Trustee may accept any other evidence of the matters herein stated which to it may seem sufficient.

Section 9.02 Waiver of Notice. Any notice or other communication required by this Indenture to be given by delivery, publication or otherwise to the Bondholders or any one or more thereof may be waived, at any time before such notice or communication is so required to be given, in writing mailed or delivered to the Trustee by the Holder or Holders of all of the Bonds entitled to such notice or communication.

Section 9.03 [Reserved]

Section 9.04 Bondholders' Meeting. A meeting of the Bondholders may be called at any time and from time to time for any of the following purposes:

(a) to give any notice to the Issuer, the Borrower, the Cooperative, or the Trustee, or to give any direction to the Trustee, or to make any request of the Trustee, or to consent to the waiving of any default hereunder and its consequences, or to take any other action authorized to be taken by Bondholders pursuant to any of the provisions of Article VII;

(b) to remove the Trustee or appoint a successor Trustee pursuant to the provisions of Article VIII;

(c) subject to Article XI, to consent to the execution of an indenture or indentures supplemental hereto;

(d) subject to Article XII, to consent to any amendment of the Lease or to any instrument supplemental to the Lease; or

(e) to take any other action authorized to be taken by or on behalf of the Holders of any percentage of the Outstanding Bonds under any other provisions of this Indenture or under applicable law.

Any Bondholders' meeting may be called and held as follows:

(a) A meeting of Bondholders may be held at such place within the city where the Trustee has its principal office or, in case of its failure to act, the Borrower, the Cooperative or Bondholders calling the meeting shall prescribe.

(b) Notice of every meeting of Bondholders, setting forth the time and place of such meeting and in general terms the action proposed to be taken at such meeting, shall be mailed, postage prepaid, not less than twenty nor more than one hundred eighty days prior to the date fixed for the meeting, to each owner of Bonds. Any failure of the Trustee to mail such notice, or any defect therein shall not, however, in any way impair or affect the validity of any such meeting.

(c) In the event that the Holders of at least ten percent in aggregate principal amount of the Bonds then Outstanding, shall have requested the Trustee to call a meeting of the Bondholders, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not have given the notice of such meeting within twenty days after receipt of such request, then the Holders of Bonds in the amount above specified may call such meeting to take any action authorized in this Section by giving notice thereof as provided in paragraph (b) of this section.

(d) Only a Holder of one or more Bonds or a person appointed as proxy by an instrument in writing of such Holder shall be entitled to vote at or to participate with their counsel and the representatives of the Trustee or the Issuer in such meeting. Each Holder shall be entitled to one vote for each \$5,000 in principal amount of Outstanding Bonds held.

(e) The Trustee may make such reasonable regulations as it may deem advisable for any meeting of Bondholders in regard to proof of the holding of Bonds and of the appointment of proxies and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidence of the right to vote, determination of presiding and recording officers, and such other matters concerning the conduct of the meeting as it shall deem appropriate.

(f) At any meeting of Bondholders, the presence of persons owning Bonds in an aggregate principal amount sufficient under the appropriate provision of this Indenture to take action upon the business for the transaction of which such meeting was called shall constitute a quorum. Any meeting of Bondholders duly called pursuant to this section may be adjourned from time to time by vote of the Holders (or proxies for the Holders) of a majority in aggregate principal amount of the Bonds represented at the meeting and entitled to vote, whether or not a quorum shall be present; and the meeting may be held as so adjourned without further notice.

(g) The vote upon any resolution submitted to any meeting of Bondholders shall be by written ballots on which shall be subscribed the signatures of the Holders of Bonds or of their representatives by proxy and the serial number or numbers of the Bonds held or represented by them. The President of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the Secretary of the meeting their verified written reports in duplicate of all votes cast at the meeting. A record, at least in duplicate, of the proceedings of each meeting of Bondholders shall be prepared by the Secretary of the meeting and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more persons having knowledge of the facts setting forth a copy of the notice of the meeting and showing that said notice was mailed as provided in paragraph (b). Each copy shall be signed and verified by the affidavits of the President and Secretary of the meeting and one such copy shall be delivered to the Issuer, another to the Borrower, and another to the Cooperative, and another to the Trustee to be preserved by the Trustee, the latter to have attached thereto the ballots voted at the meeting. Any record so signed and verified shall be conclusive evidence of the matters therein stated.

Section 9.05 Revocation by Bondholders. At any time prior to (but not after) the evidencing to the Trustee of the taking of any action by the Holders of the percentage in aggregate principal amount of the Bonds specified in this Indenture in connection with such action, any Holder of a Bond may, by filing written notice with the Trustee at its principal office, revoke any consent given by such Holder or the predecessor Holder of such Bond. Except as aforesaid, any such consent given by the Holder of any Bond shall be conclusive and binding upon such Holder and upon all future Holders and owners of such Bond and of any Bond issued in exchange therefor or in lieu thereof, irrespective of whether or not any notation in regard thereto is made upon such Bond. Any action taken by the Holders of the percentage in aggregate principal amount of the Bonds specified in this Indenture in connection with such action shall be conclusively binding upon the Issuer, the Borrower, the Cooperative, the Trustee and the Holders of all the Outstanding Bonds.

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ARTICLE X

PAYMENT, DEFEASANCE AND RELEASE

Section 10.01 Payment of Bonds; Satisfaction and Discharge of Bonds and Obligation to Bondholders. Whenever the conditions specified in either clause (A) or clause (B) of the following subsection (1) and the conditions specified in the following subsections (2) and (3) to the extent applicable, shall exist, namely:

(1) either

(A) all Bonds have been cancelled by the Trustee or delivered to the Trustee for cancellation, excluding, however,

(i) Bonds for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Paying Agent or Trustee and thereafter repaid to the Borrower or discharged from such trust, and

(ii) Bonds alleged to have been destroyed, lost or stolen which have been replaced or paid as provided in Section 2.07 hereof, and (A) which, prior to the satisfaction and discharge of this Indenture as hereinafter provided, have not been presented to the Paying Agent or the Trustee with a claim of ownership and enforceability by the Holder thereof, or (B) whose enforceability by the Holder thereof has been determined adversely to the Holder by a court of competent jurisdiction or other competent tribunal; or

(B) the Issuer or the Borrower has deposited or caused to be deposited as trust funds:

(i) with the Paying Agent, cash which shall be sufficient, or

(ii) with the Trustee cash and/or Government Obligations, which do not permit the redemption thereof at the option of the issuer thereof, the principal of, premium, if any, and interest on which when due (or upon the redemption thereof at the option of the holder), will, without reinvestment, provide cash which together with the cash, if any, deposited with the Trustee at the same time, shall be sufficient,

to pay and discharge the entire indebtedness on Bonds not theretofore cancelled by the Trustee or delivered to the Trustee for cancellation by the payment of interest on and principal (and premium, if any) of the Bonds which have become due and payable or which shall become due at their stated Maturity Date or Redemption Date, as the case may be, and which are to be discharged under the provisions hereof, and has made arrangements satisfactory to the Trustee for the giving of notice of redemption, if any, by the Trustee in the name, and at the expense, of the Borrower in the same manner as is provided by Section 3.2 hereof; and

(2) the Issuer or the Borrower has paid, caused to be paid or made arrangements satisfactory to the Trustee for the payment of all other sums payable hereunder and under the Loan Agreement by the Trustee or the Borrower until the Bonds are so paid; and

(3) unless the Bonds are “gross defeased,” the Borrower has delivered to the Trustee a report of an Independent Accountant stating that the payments to be made on the security referred to Section 7.1(1)(B) hereof will be sufficient to pay when due the principal of, premium, if any, and interest on the Bonds to be defeased; and

(4) if discharge is to be effected under to Section 10.01(1)(B) hereof, an opinion of Bond Counsel is delivered to the Trustee stating in effect that such discharge will not impair the tax-exempt status of the Bonds; then, except as otherwise provided in this Article X and Sections 7.02 and 8.07 hereof, the rights of the Bondholders shall be limited to the cash or cash and securities deposited as provided in to Section 10.01(1)(A) or (B) hereof, and upon the Borrower’s request the rights and interest hereby granted or granted by the Loan Agreement and the Security Documents to or for the benefit of the Trustee or Bondholders shall cease, terminate and become null and void, and the Issuer and the Trustee shall, at the expense of the Borrower, execute and deliver such instruments of satisfaction and transfer as may be necessary, and forthwith the estate, right, title and interest of the Trustee in and to all of the Project and in and to all rights under the Loan Agreement and this Indenture (except the money or securities or both deposited as required above and except as may otherwise be provided in this Article X and Sections 7.02 and 8.07 shall thereupon be discharge and satisfied); except that in any event certain obligations of the Borrower under the Loan Agreement shall survive as provided in Section 10.13 of the Loan Agreement.

Section 10.02 Discharge of the Indenture. Notwithstanding the fact that the lien of this Indenture upon the Trust Estate may have been discharged and cancelled in accordance with Section 10.01 hereof, this Indenture and the rights granted and duties imposed hereby, to the extent not inconsistent with the fact that the lien upon the Trust Estate may have been discharged and cancelled, shall nevertheless continue and subsist until the principal of and the interest on, all of the Bonds shall have actually been paid in full and the Trustee shall have applied all funds theretofore held by the Trustee for payment of any Bonds not theretofore presented for payment or purchase, as the case may be, which funds shall be held in trust solely for the Holders of such Bonds pending their application in accordance herewith.

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ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 11.01 Supplemental Indentures Not Requiring Consent of Bondholders. The Issuer and the Trustee may, without consent of, but with ten (10) Business Days' notice to, the Bondholders (solely through a notice posted on EMMA), enter into an indenture or indentures supplemental to this Indenture for any one (1) or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, covenants, agreements, powers, or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee which are not contrary to or inconsistent with this Indenture as then in effect;
- (c) To subject to this Indenture additional revenues, properties, or collateral;
- (d) To modify, amend, or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States of America;
- (e) To evidence the appointment of a separate or co-Trustee or the succession of a new Trustee hereunder;
- (f) To provide for the issuance of Additional Bonds in accordance with the provisions of Section 2.11 hereof;
- (g) If a Series of Bonds are all Depository Bonds, amend, modify, alter, or replace the Letter of Representations or other provisions relating to Depository Bonds; and
- (h) To comply with changes to applicable State laws.

The Trustee shall not be obligated to enter into any such supplemental Indenture which adversely affects the Trustee's own rights, duties or immunities under this Indenture.

Section 11.02 Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures permitted by Section 11.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Majority Bondholder(s) shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to require or consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture.

Notwithstanding the foregoing, that nothing in this Section or in Section 11.01 hereof shall permit, or be construed as permitting, without the consent of the Bondholders of not less than [two-thirds] in aggregate principal amount of the Outstanding Bonds, any of the following:

- (a) an extension of the maturity of the principal of, or the interest on, any Bond issued under this Indenture;
- (b) a reduction in the principal amount of, or redemption premium on, any Bond or the rate of interest thereon;
- (c) the creation of any lien ranking prior to or on a parity with the lien of this Indenture on the Trust Estate or any part thereof other than to provide for the issuance of parity Additional Bonds in accordance with the provisions of Section 2.11 of this Indenture; or
- (d) the deprivation of the Bondholder of any Outstanding Bond of the lien hereby created on the Trust Estate, and provided further, that nothing in this Section or in Section 11.01 of this Indenture shall permit, or be construed as permitting, without the consent of the Bondholders of all Outstanding Bonds (i) a privilege or priority of any Bond or Bonds over any other Bond or Bonds; or (ii) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indentures or any modifications or waiver of the provisions of the Loan Agreement or any Security Document.

If at any time the Issuer requests the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture, together with a copy of the proposed supplemental indenture to be posted on EMMA and given to the Bondholders through the Depository to the Registered Owner(s) required by the terms of Section 2.04 of this Indenture to be kept at the designated corporate trust office of the Trustee. Such notices shall be prepared by the Borrower on behalf of the Issuer and shall briefly set forth the nature of the proposed supplemental indenture. If, within forty-five (45) days following such notices, the required Bondholder consents shall have been received by the Trustee, no Bondholder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article shall not become effective unless and until the Borrower shall have consented to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution of any such supplemental indenture together with a copy of the proposed supplemental indenture to be delivered via e-mail to the contact person on file with the Trustee or mailed by certified or registered mail to the Borrower at least fifteen (15) Business Days prior to the proposed date of execution and delivery of any such supplemental indenture. The

Borrower shall be deemed to have consented to the execution and delivery of any such supplemental indenture if the Trustee does not receive a written letter of protest or objection thereto signed by or on behalf of the Borrower on or before fifteen (15) Business Days after the mailing of said notice to the address provided to the Trustee and listed in the Loan Agreement.

Each supplemental indenture executed and delivered pursuant to the provisions of this Section 11.02 shall take effect when the required Bondholder consents are received consistent with the provisions of Section 13.01 below.

Section 11.03 Opinion of Counsel Required. Notwithstanding anything in this Article XI to the contrary, no supplemental indenture may be entered into unless the Issuer and the Trustee have first received the following opinion letters. Subject to the provisions of Section 8.01, the Trustee in executing or accepting the additional trusts permitted by this Article or the modifications thereby of the trusts created by this Indenture may rely, and shall be fully protected in relying, on (i) an Opinion of Counsel (including Counsel to the Borrower or Bond Counsel) stating that (a) the execution of such supplemental indenture is authorized or permitted by this Indenture and (b) all conditions precedent to the execution and delivery of such supplemental indenture have been complied with, and (ii) a Favorable Opinion of Bond Counsel that the execution and performance of such supplemental indenture shall not, in and of itself, adversely affect the federal income tax status of the Tax-Exempt Bonds. The Trustee may accept and rely upon such Opinion of Counsel as conclusive evidence that any supplemental indenture executed pursuant to the provisions of this Article complies with the requirements of this Article. The Trustee is not obligated to enter into an amendment that adversely affects its rights.

Section 11.04 Effect of Supplemental Indentures. Upon the execution and delivery of any supplemental indenture under this Article, this Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Indenture for all purposes; and every holder of any Bond theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

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ARTICLE XII

AMENDMENT OF SECURITY DOCUMENTS

Section 12.01 Amendments to Security Documents Not Requiring Consent of Bondholders. Without the consent of or notice to the Bondholders, the Issuer, the Borrower, the Cooperative, and the Trustee may amend, change or modify and consent to any amendment, change or modification of the Issuer Documents, the Borrower Documents, the Cooperative Documents and the Security Documents (collectively, the “Loan Documents”) as may be required (a) by the provisions of the Loan Agreement or this Indenture, (b) for the purpose of curing any ambiguity, inconsistency or defect or omission in the Loan Documents, (c) in connection with an amendment or to effect any purpose for which there could be an amendment of this Indenture pursuant to Section 11.01, (d) in connection with implementing the issuance of Additional Bonds, or (e) in connection with any other change therein which is not to the material prejudice of the Trustee or the Bondholders. Additionally, without the consent of the Bondholders, the Borrower and the Cooperative shall have the right to amend the Lease by providing a statement of the specific rent due in any year; provided that no amendment shall reduce the rent in any year to an amount less than the [Schedule of Minimum Base Rent] (as defined in the Lease) for such year.

The Issuer and the Trustee shall without the consent of the Bondholders, but with twenty one (21) days’ prior written notice to the Bondholders, amend, change or modify or consent to any amendment, change or modification of the Security Documents as may be required (a) so as to more precisely identify the Project or the Mortgaged Property (as defined in the Mortgage) or to substitute or add additional improvements, equipment or furnishings to the Facility or additional rights or interests in property acquired in accordance with the provisions of the Security Documents; (b) to enter into an indenture or indentures supplemental hereto as provided in Section 11.02 of this Indenture; (c) to assign rights and obligations under the Security Documents or (d) to effectuate the sale of unimproved real property as described in the Mortgage in compliance with the requirements of [Section 3.5] of the Tax Certificate.

Section 12.02 Amendments to Security Documents Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 12.01 hereof, neither the Issuer nor the Trustee shall amend, change or modify or consent to any other amendment, change or modification of the Security Documents without mailing of notice to the Bondholders and written approval or consent of Bondholders of not less than two-thirds in aggregate principal amount of the Outstanding Bonds is required for any amendment, change or modification of the Security Documents that would permit the termination or cancellation of the Security Documents or a reduction in or postponement of the payments under the Security Documents or any change in the provisions relating to the payment thereunder. If at any time the Issuer and the Borrower shall request the consent of the Trustee to any such proposed amendment, change or modification of the Security Documents pursuant to this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 11.02 of this Indenture with respect to supplemental indentures. Such notice shall be prepared by the Issuer or the Borrower, shall briefly set forth the nature of such proposed amendment, change or modification as prepared by the Issuer or the Borrower, and shall include a copy of the proposed amendment. The Trustee is not obligated to enter into an amendment that adversely affects its rights.

Each amendment to a Security Document executed and delivered pursuant to the provisions of this Section 12.02 shall take effect when and the required Bondholder consents are received consistent with the provisions of Section 12.1 below.

Section 12.03 No Amendment May Reduce Lease Payments. Under no circumstances shall any amendment to the Lease reduce the Lease Payments thereunder without the consent of the Holders of all the Bonds Outstanding.

Section 12.04 Opinions of Counsel Required. Notwithstanding anything in this Article XII to the contrary, the Security Documents may not be amended unless the Issuer and the Trustee have first received the following opinion letters. In consenting to an amendment, change or modification to the Loan Documents permitted by this Article XII, the Issuer and the Trustee shall receive, and (subject, with respect to the Trustee, to Section 8.01) shall be fully protected in relying upon, (i) an Opinion of Counsel (which may be Counsel to the Borrower or Bond Counsel) stating that (a) the execution of such consent, amendment, change or modification is authorized or permitted by this Indenture and the applicable Security Document, and (b) all conditions precedent to the execution and delivery of such consent, amendment, change or modification have been complied with, and (ii) a Favorable Opinion of Bond Counsel that the delivery and performance of such amendment, change or modification shall not, in and of itself, adversely affect the federal income tax status of the Tax-Exempt Bonds. The Trustee is not obligated to enter into an amendment that adversely affects its rights. The Trustee and the Issuer may accept and rely upon such Opinion of Counsel as conclusive evidence that any such consent, amendment, change or modification complies with the provisions of this Article.

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ARTICLE XIII

MISCELLANEOUS

Section 13.01 Consents of Bondholders. Any consent, request, direction, approval, objection, or other instrument required by this Indenture to be signed and executed by one or more Bondholders may be in any number of concurrent writings or documents of similar tenor and may be signed or executed by such Bondholder(s) in person or by an agent appointed in writing. For the avoidance of doubt, proof of the execution of any such consent, request, direction, approval, objection, or other instrument or of the written appointment of any such agent or of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the Issuer maintained by the Trustee pursuant to Section 2.04 of this Indenture.

For all purposes of this Indenture and of the proceedings for the enforcement hereof, such person shall be deemed to continue to be the Bondholder of such Bond until the Trustee shall have received notice in writing to the contrary. For purposes of consents, requests, directions, approvals, objections or other instruments required by this Indenture to be signed and executed by one or more Bondholders, Bonds owned by the Issuer, the Borrower or the Cooperative or any affiliate thereof are not deemed “Outstanding”; provided, however, that for the purpose of determining whether the Trustee shall be protected in relying upon any such written consents, only Bonds that the Trustee actually knows to be so owned shall be so disregarded.

A copy of such supplemental indenture (or brief summary thereof or reference thereto prepared by the Borrower) or such amendment to a Security Document, together with a request to Bondholders for their consent thereto prepared by the Borrower, shall be sent by the Borrower, or at the written direction of the Borrower, by the Trustee, to Bondholders, at the expense of the Borrower, by industry standard means selected by the Trustee for such communication which may include first-class mail postage prepaid, e-mail, DTC, posting on EMMA, provided that a failure to mail such request shall not affect the validity of the supplemental indenture when consented to as provided hereinafter. Such supplemental indenture or amendment to the Security Documents requiring the consent of Bondholders as provided in Section 11.02 or 12.02, as applicable, shall not be effective unless and until there shall have been filed with the Trustee (a) the written consents of Bondholders of the percentage of Bonds specified in Section 11.02 or 12.02, as applicable, and (b) the opinions of Counsel required in Articles XI and XII, as applicable. Any such consent shall be binding upon the Bondholder giving such consent and upon any subsequent holder of such

Bonds and of any Bonds issued in exchange therefor or in lieu thereof (whether or not such subsequent Bondholder has notice thereof), unless such consent is revoked in writing by the Bondholder giving such consent or a subsequent holder.

Section 13.02 No Personal Liability of Officials of Issuer or Trustee. No covenant or agreement contained in the Bonds or in this Indenture shall be deemed to be the covenant or agreement of any elected, appointed or otherwise engaged governing body member, official, director, officer, agent, member, consultant, contractor, or legal counsel of the Issuer in his or her individual capacity or any officer, agent, member, consultant or employee of the Trustee in his or her individual capacity, and neither the members of the governing body of the Issuer nor any official executing the Bonds, including any officer or employee of the Trustee, shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 13.03 No Benefits to Outside Parties. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Issuer, the Trustee, the paying agent, if any, and the Bondholders of the Bonds, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Issuer and the Borrower shall be for the sole and exclusive benefit of the Trustee, the paying agent, if any, and the Bondholders of the Bonds.

Section 13.04 Severability. If any term or provision of this Indenture or the Bonds shall be held or deemed to be or shall, in fact, be invalid, illegal, inoperative, or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because such term or provision conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever, and such term and provision shall be valid and enforced to the fullest extent permitted by law.

Section 13.05 Execution of Indenture in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. The exchange of copies of this Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture and signature pages for all purposes.

Section 13.06 Headings Not Controlling. The headings of the several Articles and Sections hereof are inserted for the convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 13.07 Notices. Any request, demand, authorization, direction, notice, consent of Bondholders or other document provided or permitted by this Indenture shall be sufficient for any purpose under this Indenture or the Lease when personally delivered, delivered by overnight express mail, or mailed by first class mail, postage prepaid, or by electronic means which produces

receipt of transmission (except as otherwise provided in this Indenture) (with a copy to the other parties) at the following addresses (or such other address as may be provided by any party by notice), or telecopied, to be followed immediately by first class mail, and shall be deemed to be effective upon receipt:

To the Issuer: City of Marshall
344 West Main Street
Marshall, Minnesota 56258
Attn: City Administrator

To the Trustee: U.S. Bank Trust Company, National Association
60 Livingston Avenue
EP-MN-WS3C
St. Paul, Minnesota 55107
Attn: Corporate Trust Department

To the Borrower: Foundation for Innovation in Education
c/o Southwest West Central Service Cooperative
1420 East College Drive
Marshall, Minnesota 56258
Attn: Executive Director

To the Cooperative: Southwest West Central Service Cooperative
1420 East College Drive
Marshall, Minnesota, 56258
Attention: Executive Director

To the Original Purchaser of the Bonds: Robert W. Baird & Co. Incorporated
7755 Third St. N, Suite 400
Oakdale, MN 55128
Attn: Managing Director

Section 13.08 Limitation of Liability of Issuer and Issuer Indemnified Parties.

(a) Anything in this Indenture to the contrary notwithstanding, it is expressly understood and agreed by the parties hereto that the Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice, or other instrument furnished to the Issuer by the Trustee or the Borrower as to the existence of any fact or state of affairs required hereunder to be noticed by the Issuer.

(b) No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the Issuer contained in this Indenture, any other Issuer Documents, or in any Bond or for any claim based hereon or otherwise in respect hereof or upon any obligation, covenant, promise, or agreement of the Issuer contained in any agreement, instrument, or certificate executed in connection with the Project or the issuance and sale of the Bonds, against any of the Issuer Indemnified Parties, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and

understood that no personal liability whatsoever shall attach to, or be incurred by, any of the Issuer Indemnified Parties, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into by the Issuer with the Borrower or the Trustee, or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against each of the Issuer Indemnified Parties is, by the execution of the Bonds, this Indenture, and the other documents executed by the Issuer, and as a condition of, and as part of the consideration for, the execution of the Bonds, this Indenture, and the other documents executed by the Issuer, is expressly waived and released.

(c) No agreements or provisions contained in this Indenture, or any agreement, covenant, or undertaking by the Issuer in connection with the Project or the issuance, sale, and/or delivery of the Bonds shall give rise to a charge against the general credit of the Issuer, or shall obligate the Issuer financially in any way, except as may be payable from the revenues pledged hereby for the payment of the Bonds and their application as provided in this Indenture. No failure of the Issuer to comply with any term, covenant, or agreement contained in the Bonds, this Indenture or the Loan Agreement, or in any document executed by the Issuer in connection with the Project or the issuance and sale of the Bonds, shall subject the Issuer to liability for any claim for damages, costs, or other financial or pecuniary charge, except to the extent the same can be paid or recovered from the revenues pledged for the payment of the Bonds or other revenues derived under the Loan Agreement. Nothing herein shall preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant, or agreement herein; provided that no costs, expenses, or other monetary relief shall be recoverable from the Issuer, except as may be payable from the revenues pledged under this Indenture for the payment of the Bonds or other revenue derived under the Loan Agreement. No provision, covenant, or agreement contained herein, or any obligations imposed upon the Issuer, or the breach thereof, shall constitute an indebtedness of the Issuer within the meaning of any State constitutional or statutory limitation or shall constitute or give rise to a charge against the Issuer's general credit. In making the agreements, provisions, and covenants set forth in this Indenture, the Issuer has not obligated itself, except with respect to the application of the revenues pledged in this Indenture for the payment of the Bonds or other revenues derived under the Loan Agreement.

(d) Nothing contained in this Indenture shall in any way obligate the Issuer to pay any debt or meet any financial obligations to any Person at any time except from money received under the provisions of this Indenture or from the exercise of the Issuer's rights hereunder. Nothing contained in this Bond Indenture shall in any way obligate the Issuer to pay such debts or meet such financial obligations from money received for the Issuer's own purposes. The Bonds secured by this Indenture do not now and shall never constitute a general obligation or debt of the Issuer or a pledge of the faith and credit of the State, or any other political subdivision thereof, and each covenant and undertaking by the Issuer in this Indenture and in the Bonds to make payments is not a general obligation or debt of the Issuer or a pledge of the faith and credit of the State, but is a special, limited obligation payable solely from the Trust Estate pledged for their payment in accordance with this Indenture.

Section 13.09 Remedies of the Issuer. Notwithstanding any contrary provision in this Indenture, the Issuer shall have the right to take any action or make any decision with respect to proceedings for indemnity against the liability of the Issuer, the Borrower and the respective

personnel and for collection reimbursements. The Issuer may enforce its rights under the Loan Agreement which have not been assigned to the Trustee by legal proceedings for the specific performance of any obligation contained therein and herein or for the enforcement of any other appropriate legal or equitable remedy, and may recover damages caused by any breach by the Borrower of its obligations to the Issuer under the Loan Agreement, including court costs, reasonable attorneys' fees and other costs and expenses incurred in enforcing such obligations.

Section 13.10 Limitation on Actions. The Issuer shall not be required to monitor, or provide information or disclosure concerning the financial condition of the Borrower or other matters relating to the Bonds and shall not have any responsibility with respect to notices, certificates or other documents filed with it hereunder or under the Loan Agreement. The Issuer shall not be required to take notice of any breach or default except when given notice thereof by the Trustee, or the Bondholders, as the case may be. The Issuer shall not be required to take any action unless indemnity reasonably satisfactory to it is furnished for expenses or liability to be incurred therein (other than the giving of notice). The Issuer, upon written request of the Bondholders, or the Trustee, shall cooperate to the extent reasonably necessary to enable the Trustee to exercise any power granted to the Trustee by this Indenture.

Section 13.11 Responsibility. The Issuer shall be entitled to the advice of counsel (who may be counsel for any party or for any Bondholder or Beneficial Owner unless an opinion of independent counsel or opinion of Bond Counsel is required hereunder) and shall be wholly protected as to any actions taken or omitted to be taken in good faith in reliance on such advice. The Issuer may rely conclusively on any notice, certificate or other document furnished to it hereunder or pursuant to the Loan Agreement or the Bond Purchase Agreement and reasonably believed by it to be genuine. The Issuer shall not be liable for any action taken by it in good faith and reasonably believed by it to be within the discretion or power conferred upon it, or in good faith omitted to be taken by it because it was reasonably believed to be beyond the discretion or power conferred upon it or taken by it pursuant to any direction or instruction by which it is governed hereunder or omitted to be taken by it by reason of the lack of direction or instruction required for such action hereunder, or be responsible for the consequences of any error of judgment reasonably made by it. When any payment, consent or other action by the Issuer is called for by this Indenture or the Loan Agreement, the Issuer may defer such action pending such investigation or inquiry or receipt of such evidence, if any, as it may require in support thereof. A permissive right or power to act in the Issuer shall not be construed as a requirement to act, and no delay in the exercise of a right or power shall affect the subsequent exercise thereof. The Issuer shall in no event be liable for the application or misapplication of funds, or for other acts or defaults by any Person. No recourse shall be had by the Borrower, the Trustee, any Bondholder or any Beneficial Owner for any claim based on this Indenture or the Bonds against any of the Issuer's governing body members, officers, employees, legal counsel, financial advisors or agents unless such claim is based upon the willful dishonesty or intentional violation of law of such person.

Section 13.12 Survival of Certain Provisions. Notwithstanding anything in this Indenture to the contrary, any provisions of this Indenture which relate to the majority of the Bonds, interest payments and dates therefor, optional and mandatory redemption provisions, credit against sinking fund payments, exchange, transfer and cancellation of the Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of the Bonds, non-presentation of the Bonds, the holding of money in trust, and repayments to the Borrower and the Issuer from

Indenture funds and accounts, the rebate of amounts to the United States of America, and the rights, remedies and duties of the Trustee and the Registrar in connection with all of the foregoing, shall remain in effect and be binding upon the Trustee, the Registrar, the Paying Agent and the Owners notwithstanding the release and discharge of this Indenture. The provisions of this Section 13.12 shall survive the release, discharge, and satisfaction of this Indenture.

Section 13.13 Electronic Signatures. The parties agree that the electronic signature of a party to this Indenture shall be as valid as an original signature of such party and shall be effective to bind such party to this Indenture. For purposes hereof: (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means or a digital signature provided by DocuSign or other digital signature provider; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Indenture of Trust to be executed in their respective corporate names by their duly authorized officers, all as of the date and year first written above.

CITY OF MARSHALL, MINNESOTA

By _____
Mayor

By _____
City Administrator

[Signature page to Indenture of Trust]

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

By _____
Its Vice President

[Signature page to Indenture of Trust]

EXHIBIT A

FORM OF SERIES 2024A BOND

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF LYON

No. R- _____ \$ _____

CITY MARSHALL, MINNESOTA
EDUCATION SERVICES FACILITY LEASE REVENUE BOND
(SWWC SERVICE COOPERATIVE)
SERIES 2024A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____ %	February 1, 20__	[April/May] __, 2024	

BONDHOLDER: CEDE & CO.

PRINCIPAL AMOUNT: _____
DOLLARS

The City of Marshall, Minnesota, a home rule charter city, municipal corporation and political subdivision organized under its Charter and the Constitution and laws of the State of Minnesota (the “Issuer”), for value received, promises to pay from the sources and as hereinafter provided, to the Bondholder (named above), or registered assigns, on the Maturity Date (stated above), upon surrender hereof, the Principal Sum (stated above), and in like manner to pay interest on said Principal Sum from the Original Issue Date (stated above) at the Interest Rate per annum (stated above), semiannually on February 1 and August 1 commencing February 1, 2025 (or, if any such day is not a business day, then on the next business day thereafter with the same effect as if paid on such date), until said Principal Sum is paid, except as the provisions hereinafter set forth with respect to redemption of this Series 2024A Bond prior to maturity may become applicable hereto; provided that during the occurrence and continuance of an Event of Default, this Series 2024A Bond shall bear interest at ten percent (10%) (the “Late Payment Rate”) and, from and after a Determination of Taxability, this Series 2024A Bond shall bear interest at the Series 2024A Taxable Rate. Both principal of and premium, if any, on this Series 2024A Bond are payable in lawful money of the United States of America at the designated corporate trust office of U.S. Bank Trust Company, National Association, a national banking association, in Saint Paul, Minnesota, as trustee (the “Trustee”), or at the duly designated office of any successor Trustee or paying agents appointed under the Indenture (hereinafter defined). Payment of interest on this Series 2024A Bond shall be made to the Bondholder hereof on the “Record Date” or “Special Record Date,” as the case may be, and shall be paid by check or draft mailed to the person who

shall be the Bondholder hereof on the Record Date or Special Record Date, as the case may be, at the address of the Bondholder as it then appears on the registration books of the Trustee. The Record Date shall be the 15th day of the calendar month preceding an Interest Payment Date. The Special Record Date shall be a date for payment of interest, specified by the Trustee in the event of a default on the payment of interest. Capitalized terms used herein that are not otherwise defined shall have the meanings provided in the Indenture.

So long as this Series 2024A Bond is registered in the name of a nominee of The Depository Trust Company (“DTC”), payment of principal, premium, if any, and interest on this Series 2024A Bond shall be made as provided in the Letter of Representations and surrender of this Series 2024A Bond shall not be required for payment of the redemption price upon a partial redemption of this Series 2024A Bond. Until termination of the book-entry only system pursuant to the Indenture, Series 2024A Bonds may only be registered in the name of DTC or its nominee.

This Series 2024A Bond is one of an authorized issue of the “Education Services Facility Lease Revenue Bonds (SWWC Service Cooperative), Series 2024A” (the “Series 2024A Bonds”), limited in aggregate principal amount to \$[Series A Par]. The Series 2024A Bonds are being issued simultaneously with the Issuer’s Taxable C Education Services Facility Lease Revenue Bonds (SWWC Service Cooperative), Series 2024B (the “Series 2024B Bonds,” and together with the Series 2024A Bonds, the “Bonds”), limited in aggregate principal amount to \$[Series B Par]. The proceeds of the Bonds are being used by Foundation for Innovation in Education, a Minnesota nonprofit corporation (the “Borrower”), to finance (i) the acquisition, construction, and equipping of an approximately 16,100 square-foot facility (the “Facility”) on real property located at or about the intersection of Channel Parkway and London Road in the City of Marshall, Minnesota (the “Land”); (ii) the funding of capitalized interest; and (iii) the payment of a portion of the costs of issuing the Bonds (collectively, the “Project”). The Land and Facility will be owned by the Borrower and leased to and operated by Southwest West Central Service Cooperative (“Cooperative”), a service cooperative and a public corporation and agency established pursuant to Minnesota Statutes, Section 123A.21, as amended.

The proceeds from the sale of the Bonds have been loaned by the Issuer to the Borrower, under the terms of a Loan Agreement, dated as of [April/May] 1, 2024 (as from time to time amended and supplemented, the “Loan Agreement”), between the Issuer and the Borrower, pursuant to which the Borrower is obligated to pay amounts which are sufficient to (i) pay the principal of, premium, if any, and interest on the Bonds as the same shall become due in accordance with their terms and provisions and the terms and provisions of the Indenture; (ii) pay the fees and expenses of the Trustee and any paying agents properly payable under the Indenture; and (iii) pay certain expenses of the Issuer related to the issuance of the Bonds. The Borrower has granted a lien on the Project to the Trustee, pursuant to a Mortgage, Security Agreement, and Assignment of Rents, dated as of [April/May] 1, 2024 (the “Mortgage”), between the Borrower and the Trustee, to secure the obligations under the Loan Agreement and the Indenture. Copies of the Loan Agreement and the Mortgage are on file at the designated corporate trust office of the Trustee, and reference is hereby made to the Loan Agreement and the Mortgage for the provisions thereof.

THIS SERIES 2024A BOND SHALL BE PAYABLE SOLELY FROM REVENUES DERIVED FROM THE SALE, OPERATION, OR LEASING OF THE FACILITY AND THE PAYMENTS RECEIVED UNDER THE LOAN AGREEMENT AND, UPON AN EVENT OF

DEFAULT, THE MORTGAGE. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE ISSUER, THE STATE OF MINNESOTA (THE “STATE”), OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS SERIES 2024A BOND.

The Bonds are all issued under and are equally and ratably secured by and entitled to the protection of an Indenture of Trust, dated as of [April/May] 1, 2024 (as from time to time amended and supplemented, the “Indenture”), between the Issuer and the Trustee, duly executed and delivered by the Issuer to the Trustee and pursuant to which all payments due from the Borrower to the Issuer under the Loan Agreement are assigned to the Trustee to secure the payment of the principal of, premium, if any, and interest on the Bonds. Reference is hereby made to the Indenture for a description of the property pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the Trustee, and the Bondholders of the Series 2024A Bonds and the terms upon which the Series 2024A Bonds are issued and secured.

The Series 2024A Bonds are issuable in fully registered form, in minimum denominations of \$5,000 or any integral multiple thereof. This Series 2024A Bond is transferable by the Bondholder hereof in person or by its attorney duly authorized in writing at the designated corporate trust office of the Trustee in Saint Paul, Minnesota, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Series 2024A Bond. Upon such transfer a new registered Series 2024A Bond or Series 2024A Bonds of the same series, date, interest rate, and maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Issuer and the Trustee and any paying agents may deem and treat the Bondholder hereof as the absolute owner hereof (whether or not this Series 2024A Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and premium, if any, and interest due hereon and for all other purposes, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

The Bonds shall be callable at any time upon the occurrence of any of the following: (1) the Project or any portion thereof is damaged or destroyed or taken in a condemnation proceeding to which Section 5.8(2) of the Loan Agreement is applicable; or (2) any of the events specified in Section 8.4 of the Loan Agreement have occurred and upon the Borrower’s exercising its option to prepay the loan pursuant to Section 8.2 of the Loan Agreement; or (3) upon acceleration because of an Event of Default. If called for redemption at any time for the reasons stated in clause (1), (2) or (3) above, the Bonds shall be subject to redemption by the Issuer at any time in whole or (in the case of redemption pursuant to Section 5.8(2) of the Loan Agreement) in such manner as the Borrower may direct, less than all of such Bonds of a single maturity to be selected randomly in such manner as the Trustee may determine, such redemption to be at a redemption price of one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date.

The Bonds are subject to redemption by the Issuer at the option of the Borrower as set forth in Section 3.01(a) of the Indenture.

The Bonds are subject to mandatory sinking fund redemption prior to maturity, and are to be redeemed randomly or such other manner as the Trustee may determine, at one hundred percent (100%) of the principal amount thereof plus accrued interest to the date of redemption, on the dates and in the principal amounts provided in the Indenture.

The Bonds shall be redeemed upon a Determination of Taxability in whole on the first Business Day for which notice of redemption can properly be given as provided in the Indenture at a redemption price equal to one hundred three percent of the principal amount of the Bonds plus accrued interest to the Redemption Date.

At the option of the Borrower not less than thirty (30) days next proceeding any sinking fund redemption date of a written certificate to the Trustee, the Borrower may (i) deliver to the Trustee for cancellation Bonds in an aggregate principal amount desired by the Borrower or (ii) specify a principal amount of Bonds which, prior to said date, have been redeemed (otherwise than through mandatory redemption) and canceled by the Trustee and not theretofore applied as a credit against any sinking fund redemption obligation. Each such Bond so delivered or previously redeemed shall be credited by the Trustee at one hundred percent (100%) of the principal amount against the obligation of the Issuer on such mandatory sinking fund redemption date, and any excess shall be so credited against future sinking fund redemption obligations on such Bonds in chronological order. In the event the Borrower shall avail itself of the provisions of clause (i) above, the certificate required by the first sentence of this paragraph shall be accompanied by the Bonds to be canceled.

Upon surrender of any Bond for redemption in part only, the Issuer shall execute, and the Trustee shall authenticate and deliver to the owner thereof a new Bond or Bonds of the same series, date, interest rate, and maturity, of authorized denominations, in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered. In the event of any partial redemption, the Trustee shall provide, at the Borrower's request and expense, a new debt service schedule for the Bonds to the Borrower

In the event any of the Bonds or portions thereof are called for redemption as aforesaid, notice thereof identifying the Bonds or portions thereof to be redeemed will be given by the Trustee by mailing a copy of the redemption notice by first class mail thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption to each Registered Holder of a Bond to be redeemed; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Bond with respect to which no such failure has occurred. All Bonds so called for redemption, provided funds for their redemption have been duly deposited, will cease to bear interest on the specified redemption date and (except for the purpose of payment) shall no longer be protected by the Indenture and shall not be deemed Outstanding under the Indenture, and shall thereafter be payable solely from the funds provided for payment.

In the case of an optional redemption, the notice may state that it is conditioned upon the deposit of money, in an amount equal to effect the redemption, with the Trustee on or before the redemption date and that the Borrower retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such money is not so deposited or if the notice is

rescinded as hereinafter described. The Bonds thus called shall not, on or after the specified redemption date, bear any interest and, except for the purpose of payment, shall not be entitled to the lien of the Indenture. If for any reason the monies are not received by such redemption date, the redemption shall be automatically cancelled, interest shall continue to accrue and be entitled to the benefits of the Indenture on and after the date on which the Bonds were to be redeemed and the Trustee shall promptly mail notice of said cancellation by first class mail to the Holders of all Bonds which were to be redeemed, at their last address appearing upon the Bond Register, and return to the Holders any Bonds surrendered by them for redemption.

The Bonds may become subject to acceleration and prepayment upon the occurrence of a Non-appropriation resulting in a termination of the Lease Agreement, dated as of [April/May] 1, 2024, by and between the Borrower, as Landlord, and the Cooperative, as Tenant.

In addition to the foregoing, if under certain circumstances an Event of Default, as defined in the Indenture, shall occur, the Trustee may, and shall upon the written request of the Holders of a majority in aggregate principal amount of Outstanding Bonds, by written notice to the Issuer and the Borrower, declare the principal of the Bonds to be immediately due and payable, whereupon that portion of the principal of the Bonds thereby coming due and the interest thereon accrued to the date of payment shall, without further action, become and be immediately due and payable, notwithstanding anything in the Indenture or in this Bond to the contrary.

The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Minnesota, particularly Minnesota Statutes, Sections 469.152 through 469.1655, as amended (the “Act”) and pursuant to a resolution adopted by the City Council of the Issuer which authorized the execution and delivery of the Bonds, the Loan Agreement, and the Indenture.

It is hereby certified and recited that the issuance of the Bonds and the acquisition, construction, and equipping of the Project will promote the public welfare and carry out the purposes of the Act; that all acts, conditions and things required to be done precedent to and in the issuance of this Bond and the issue of which it is a part have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and that this Bond and the issue of which it is a part do not constitute an indebtedness of the Issuer within the meaning of State of Minnesota constitutional or statutory limitation and shall not constitute or give rise to a charge against the Issuer’s general credit. The Issuer has not obligated itself, except with respect to the application of the revenues pledged in the Indenture for the payment of the Bonds or other revenues derived under the Loan Agreement.

The Bondholder of this Series 2024A Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, unless an event of default as defined in the Indenture shall have occurred, and then only to the extent provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon.

This Series 2024A Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Series 2024A Bond to be executed in its name and on its behalf by the facsimile signature of its authorized officers, as of the Original Issue Date.

CITY OF MARSHALL, MINNESOTA

By _____
Mayor

By _____
City Administrator

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Series 2024A Bond is one of the Series 2024A Bonds described in the within mentioned Indenture.

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

By _____
Responsible Agent

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto the transferees indicated below the within Series 2024A Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Series 2024A Bond on the books kept for the registration thereof, with full power of substitution in the premises:

Transferee(s)

Principal Amount

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Series 2024A Bond in every particular, without alteration or any change whatever.

Signature must be guaranteed by a member of a Medallion Signature Program:

The Trustee will not effect transfer of this Series 2024A Bond unless the information concerning the transferee(s) requested below is provided.

Name and Address: _____

(Include information for all joint owners if the Series 2024A Bond is held by joint account)

Insert social security or
other identifying number of
Transferee

EXHIBIT B

FORM OF SERIES 2024B BOND

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF LYON

No. R- _____ \$ _____

CITY MARSHALL, MINNESOTA
TAXABLE EDUCATION SERVICES FACILITY LEASE REVENUE BOND
(SWWC SERVICE COOPERATIVE)
SERIES 2024B

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____ %	February 1, 20__	[April/May] __, 2024	

BONDHOLDER: CEDE & CO.

PRINCIPAL AMOUNT: _____
DOLLARS

The City of Marshall, Minnesota, a home rule charter city, municipal corporation and political subdivision organized under its Charter and the Constitution and laws of the State of Minnesota (the “Issuer”), for value received, promises to pay from the sources and as hereinafter provided, to the Bondholder (named above), or registered assigns, on the Maturity Date (stated above), upon surrender hereof, the Principal Sum (stated above), and in like manner to pay interest on said Principal Sum from the Original Issue Date (stated above) at the Interest Rate per annum (stated above), semiannually on February 1 and August 1 commencing February 1, 2025 (or, if any such day is not a business day, then on the next business day thereafter with the same effect as if paid on such date), until said Principal Sum is paid, except as the provisions hereinafter set forth with respect to redemption of this Series 2024B Bond prior to maturity may become applicable hereto; provided that during the occurrence and continuance of an Event of Default, this Series 2024B Bond shall bear interest at ten percent (10%) (the “Late Payment Rate”). Both principal of and premium, if any, on this Series 2024B Bond are payable in lawful money of the United States of America at the designated corporate trust office of U.S. Bank Trust Company, National Association, a national banking association, in Saint Paul, Minnesota, as trustee (the “Trustee”), or at the duly designated office of any successor Trustee or paying agents appointed under the Indenture (hereinafter defined). Payment of interest on this Series 2024B Bond shall be made to the Bondholder hereof on the “Record Date” or “Special Record Date,” as the case may be, and shall be paid by check or draft mailed to the person who shall be the Bondholder hereof on the Record Date or Special Record Date, as the case may be, at the address of the Bondholder

as it then appears on the registration books of the Trustee. The Record Date shall be the 15th day of the calendar month preceding an Interest Payment Date. The Special Record Date shall be a date for payment of interest, specified by the Trustee in the event of a default on the payment of interest. Capitalized terms used herein that are otherwise not defined shall have the meanings provided in the Indenture.

So long as this Series 2024B Bond is registered in the name of a nominee of The Depository Trust Company (“DTC”), payment of principal, premium, if any, and interest on this Series 2024B Bond shall be made as provided in the Letter of Representations and surrender of this Series 2024B Bond shall not be required for payment of the redemption price upon a partial redemption of this Series 2024B Bond. Until termination of the book-entry only system pursuant to the Indenture, Series 2024B Bonds may only be registered in the name of DTC or its nominee.

This Series 2024B Bond is one of an authorized issue of the “Taxable Education Services Facility Lease Revenue Bonds (SWWC Service Cooperative), Series 2024B” (the “Series 2024B Bonds”), limited in aggregate principal amount to \$[Series B Par]. The Series 2024B Bonds are being issued simultaneously with the Issuer’s C Education Services Facility Lease Revenue Bonds (SWWC Service Cooperative), Series 2024A (the “Series 2024A Bonds,” and together with the Series 2024B Bonds, the “Bonds”), limited in aggregate principal amount to \$[Series A Par]. The proceeds of the Bonds are being used by Foundation for Innovation in Education, a Minnesota nonprofit corporation (the “Borrower”), to finance (i) the acquisition, construction, and equipping of an approximately 16,100 square-foot facility (the “Facility”) on real property located at or about the intersection of Channel Parkway and London Road in the City of Marshall, Minnesota (the “Land”); (ii) the funding of capitalized interest; and (iii) the payment of a portion of the costs of issuing the Bonds (collectively, the “Project”). The Land and Facility will be owned by the Borrower and leased to and operated by Southwest West Central Service Cooperative (“Cooperative”), a service cooperative and a public corporation and agency established pursuant to Minnesota Statutes, Section 123A.21, as amended.

The proceeds from the sale of the Bonds have been loaned by the Issuer to the Borrower, under the terms of a Loan Agreement, dated as of [April/May] 1, 2024 (as from time to time amended and supplemented, the “Loan Agreement”), between the Issuer and the Borrower, pursuant to which the Borrower is obligated to pay amounts which are sufficient to (i) pay the principal of, premium, if any, and interest on the Bonds as the same shall become due in accordance with their terms and provisions and the terms and provisions of the Indenture; (ii) pay the fees and expenses of the Trustee and any paying agents properly payable under the Indenture; and (iii) pay certain expenses of the Issuer related to the issuance of the Bonds. The Borrower has granted a lien on the Project to the Trustee, pursuant to a Mortgage, Security Agreement, and Assignment of Rents, dated as of [April/May] 1, 2024 (the “Mortgage”), between the Borrower and the Trustee, to secure the obligations under the Loan Agreement and the Indenture. Copies of the Loan Agreement and the Mortgage are on file at the designated corporate trust office of the Trustee, and reference is hereby made to the Loan Agreement and the Mortgage for the provisions thereof.

THIS SERIES 2024B BOND SHALL BE PAYABLE SOLELY FROM REVENUES DERIVED FROM THE SALE, OPERATION, OR LEASING OF THE FACILITY AND THE PAYMENTS RECEIVED UNDER THE LOAN AGREEMENT AND, UPON AN EVENT OF DEFAULT, THE MORTGAGE. NEITHER THE FULL FAITH AND CREDIT NOR THE

TAXING POWER OF THE ISSUER, THE STATE OF MINNESOTA (THE “STATE”), OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS SERIES 2024B BOND.

The Bonds are all issued under and are equally and ratably secured by and entitled to the protection of an Indenture of Trust, dated as of [April/May] 1, 2024 (as from time to time amended and supplemented, the “Indenture”), between the Issuer and the Trustee, duly executed and delivered by the Issuer to the Trustee and pursuant to which all payments due from the Borrower to the Issuer under the Loan Agreement are assigned to the Trustee to secure the payment of the principal of, premium, if any, and interest on the Bonds. Reference is hereby made to the Indenture for a description of the property pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the Trustee, and the Bondholders of the Series 2024B Bonds and the terms upon which the Series 2024B Bonds are issued and secured.

The Series 2024B Bonds are issuable in fully registered form, in minimum denominations of \$5,000 or any integral multiple thereof. This Series 2024B Bond is transferable by the Bondholder hereof in person or by its attorney duly authorized in writing at the designated corporate trust office of the Trustee in Saint Paul, Minnesota, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Series 2024B Bond. Upon such transfer a new registered Series 2024B Bond or Series 2024B Bonds of the same series, date, interest rate, and maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Issuer and the Trustee and any paying agents may deem and treat the Bondholder hereof as the absolute owner hereof (whether or not this Series 2024B Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and premium, if any, and interest due hereon and for all other purposes, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

The Bonds shall be callable at any time upon the occurrence of any of the following: (1) the Project or any portion thereof is damaged or destroyed or taken in a condemnation proceeding to which Section 5.8(2) of the Loan Agreement is applicable; or (2) any of the events specified in Section 8.4 of the Loan Agreement have occurred and upon the Borrower’s exercising its option to prepay the loan pursuant to Section 8.2 of the Loan Agreement; or (3) upon acceleration because of an Event of Default. If called for redemption at any time for the reasons stated in clause (1), (2) or (3) above, the Bonds shall be subject to redemption by the Issuer at any time in whole or (in the case of redemption pursuant to Section 5.8(2) of the Loan Agreement) in such manner as the Borrower may direct, less than all of such Bonds of a single maturity to be selected randomly in such manner as the Trustee may determine, such redemption to be at a redemption price of one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date.

The Series 2022B Bonds are not subject to optional redemption.

The Bonds are subject to mandatory sinking fund redemption prior to maturity, and are to be redeemed randomly or such other manner as the Trustee may determine, at one hundred percent

(100%) of the principal amount thereof plus accrued interest to the date of redemption, on the dates and in the principal amounts provided in the Indenture.

The Bonds shall be redeemed upon a Determination of Taxability in whole on the first Business Day for which notice of redemption can properly be given as provided in the Indenture at a redemption price equal to one hundred three percent of the principal amount of the Bonds plus accrued interest to the Redemption Date.

At the option of the Borrower not less than thirty (30) days next proceeding any sinking fund redemption date of a written certificate to the Trustee, the Borrower may (i) deliver to the Trustee for cancellation Bonds in an aggregate principal amount desired by the Borrower or (ii) specify a principal amount of Bonds which, prior to said date, have been redeemed (otherwise than through mandatory redemption) and canceled by the Trustee and not theretofore applied as a credit against any sinking fund redemption obligation. Each such Bond so delivered or previously redeemed shall be credited by the Trustee at one hundred percent (100%) of the principal amount against the obligation of the Issuer on such mandatory sinking fund redemption date, and any excess shall be so credited against future sinking fund redemption obligations on such Bonds in chronological order. In the event the Borrower shall avail itself of the provisions of clause (i) above, the certificate required by the first sentence of this paragraph shall be accompanied by the Bonds to be canceled.

Upon surrender of any Bond for redemption in part only, the Issuer shall execute, and the Trustee shall authenticate and deliver to the owner thereof a new Bond or Bonds of the same series, date, interest rate, and maturity, of authorized denominations, in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered. In the event of any partial redemption, the Trustee shall provide, at the Borrower's request and expense, a new debt service schedule for the Bonds to the Borrower

In the event any of the Bonds or portions thereof are called for redemption as aforesaid, notice thereof identifying the Bonds or portions thereof to be redeemed will be given by the Trustee by mailing a copy of the redemption notice by first class mail thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption to each Registered Holder of a Bond to be redeemed; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Bond with respect to which no such failure has occurred. All Bonds so called for redemption, provided funds for their redemption have been duly deposited, will cease to bear interest on the specified redemption date and (except for the purpose of payment) shall no longer be protected by the Indenture and shall not be deemed Outstanding under the Indenture, and shall thereafter be payable solely from the funds provided for payment.

In the case of an optional redemption, the notice may state that it is conditioned upon the deposit of money, in an amount equal to effect the redemption, with the Trustee on or before the redemption date and that the Borrower retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such money is not so deposited or if the notice is rescinded as hereinafter described. The Bonds thus called shall not, on or after the specified redemption date, bear any interest and, except for the purpose of payment, shall not be entitled to

the lien of the Indenture. If for any reason the monies are not received by such redemption date, the redemption shall be automatically cancelled, interest shall continue to accrue and be entitled to the benefits of the Indenture on and after the date on which the Bonds were to be redeemed and the Trustee shall promptly mail notice of said cancellation by first class mail to the Holders of all Bonds which were to be redeemed, at their last address appearing upon the Bond Register, and return to the Holders any Bonds surrendered by them for redemption.

The Bonds may become subject to acceleration and prepayment upon the occurrence of a Non-appropriation resulting in a termination of the Lease Agreement, dated as of [April/May] 1, 2024, by and between the Borrower, as Landlord, and the Cooperative, as Tenant.

In addition to the foregoing, if under certain circumstances an Event of Default, as defined in the Indenture, shall occur, the Trustee may, and shall upon the written request of the Holders of a majority in aggregate principal amount of Outstanding Bonds, by written notice to the Issuer and the Borrower, declare the principal of the Bonds to be immediately due and payable, whereupon that portion of the principal of the Bonds thereby coming due and the interest thereon accrued to the date of payment shall, without further action, become and be immediately due and payable, notwithstanding anything in the Indenture or in this Bond to the contrary.

The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Minnesota, particularly Minnesota Statutes, Sections 469.152 through 469.1655, as amended (the “Act”) and pursuant to a resolution adopted by the City Council of the Issuer which authorized the execution and delivery of the Bonds, the Loan Agreement, and the Indenture.

It is hereby certified and recited that the issuance of the Bonds and the acquisition, construction, and equipping of the Project will promote the public welfare and carry out the purposes of the Act; that all acts, conditions and things required to be done precedent to and in the issuance of this Bond and the issue of which it is a part have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and that this Bond and the issue of which it is a part do not constitute an indebtedness of the Issuer within the meaning of State of Minnesota constitutional or statutory limitation and shall not constitute or give rise to a charge against the Issuer’s general credit. The Issuer has not obligated itself, except with respect to the application of the revenues pledged in the Indenture for the payment of the Bonds or other revenues derived under the Loan Agreement.

The Bondholder of this Series 2024B Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, unless an event of default as defined in the Indenture shall have occurred, and then only to the extent provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon.

This Series 2024B Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Series 2024B Bond to be executed in its name and on its behalf by the facsimile signature of its authorized officers, as of the Original Issue Date.

CITY OF MARSHALL, MINNESOTA

By _____
Mayor

By _____
City Administrator

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Series 2024B Bond is one of the Series 2024B Bonds described in the within mentioned Indenture.

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

By _____
Responsible Agent

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto the transferees indicated below the within Series 2024B Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Series 2024B Bond on the books kept for the registration thereof, with full power of substitution in the premises:

Transferee(s)

Principal Amount

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Series 2024B Bond in every particular, without alteration or any change whatever.

Signature must be guaranteed by a member of a Medallion Signature Program:

The Trustee will not effect transfer of this Series 2024B Bond unless the information concerning the transferee(s) requested below is provided.

Name and Address: _____

(Include information for all joint owners if the Series 2024B Bond is held by joint account)

Insert social security or
other identifying number of
Transferee

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, March 26, 2024
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Project WW-005: Highway 23 Lift Station Improvements Project-Phase IV Wet Well Renovation - Consideration Award of Bid
Background Information:	<p>At the February 13, 2024, meeting, the City Council authorized to advertise for bids for Phase IV of the project, which includes the following:</p> <ul style="list-style-type: none"> • Removal of the four existing submersible pumps, wet well piping and guide rails • Renovation of wet well structure with concrete repairs as needed, and new coating system • Installation of the four new pumps supplied by the City • Installation of new piping in the wet well structure • Bypass pumping of the lift station while renovations work is being completed <p>Bids were received on March 13, 2024. Two bids were received as shown on the attached bid tabulation and as follows: One bid was from KHC Construction of Marshall, Minnesota in the amount of \$670,000.00. A second bid was received from Rubin Construction LLC of Tyler, Minnesota in the amount of \$297,200.00.</p> <p>Please see the attached Bid Evaluation memorandum from the City’s consultant, Bolton & Menk, Inc. dated March 19, 2024.</p> <p>The contract has a substantial completion date of October 31, 2024, with contract completion of November 30, 2024.</p>
Fiscal Impact:	While the low bid for Phase IV was \$22,200.00 over the engineering estimate of \$275,000.00, the Wastewater Department has \$53,006.00 remaining in the CIP due to the lower than expected cost of the Phase III pumps.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council authorizes the award of bid for Project WW-005-Phase IV Wet Well Renovation to Rubin Construction of Tyler, Minnesota, in the amount of \$297,200.00.

BID TABULATION

**PROJECT WW-005: HIGHWAY 23 LIFT STATION IMPROVEMENTS PROJECT - 2024
MARSHALL, MINNESOTA**

BID OPENING INFORMATION: March 13, 2024 / 2:00 PM (Local Time)
ANTICIPATED CITY COUNCIL AWARD: March 26, 2024

NAME OF BIDDER	BID AMOUNT	COMMENTS
Austreim Excavating Brookings, SD		
KHC Construction, Inc. Marshall, MN	\$670,000.00	
Meier Electric Inc. Marshall, MN		
Minger Construction Company Inc. Chanhausen, MN		
R & R Excavating, Inc. Hutchinson, MN		
Rubin Construction, LLC Tyler, MN	\$297,200.00	Apparent Low Bidder
Schmidt Construction Inc. Redwood Falls, MN		
TE Underground LLC Tyler, MN		
Tom's Backhoe Service Inc. Brainerd, MN		



Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

Ph: (507) 625-4171
Fax: (507) 625-4177
Bolton-Menk.com

MEMORANDUM

Date: March 19, 2024
To: Scott Truedson, Superintendent, Wastewater Treatment Facility
City of Marshall
From: Jon D. Peterson P.E., Bolton and Menk Inc.
Subject: Highway 23 Lift Station Improvements-2024 Bid Evaluation
BMI Project No. 0M2.130044
City Project No. WW-005

Bids were received on March 13, 2024, for the Highway 23 Lift Station Improvements-2024 project in Marshall, Minnesota. Two bids were received. The apparent low bidder was Rubin Construction LLC of Tyler, Minnesota, with a bid of \$297,200.00. A second bid was received from KHC Construction of Marshall, Minnesota, in the amount of \$670,000.00. The project budget estimate was \$275,000.00. The specifications and documents did not contain any wording or ambiguities to force the contractor to include additional contingencies. Therefore, we feel that the bids received were competitive and responsive.

The work included in the contract documents includes the following:

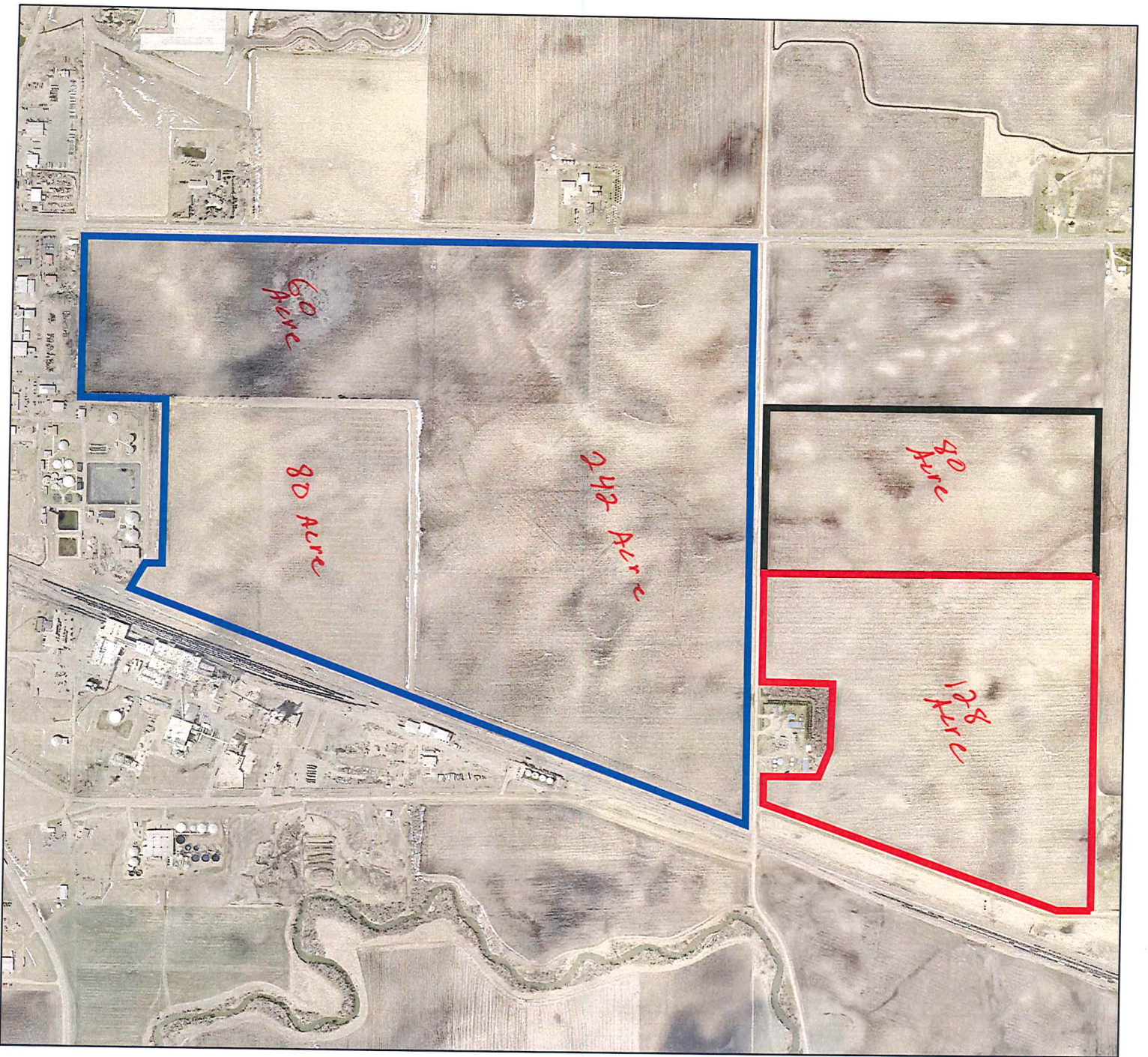
- Removal of the four existing submersible pumps, wet well piping and guide rails.
- Renovation of wet well structure with concrete repairs as needed, and new coating system.
- Installation of the four new pumps supplied by the city.
- Installation of new piping in the wet well structure.
- Bypassing pumping of the lift station while renovations work is being completed

Dave Rubin of Rubin Construction has indicated that he would be able to mobilize to begin the work as soon as early summer. Mobilization will be dependent on the scheduling of bypass pumping and the wet well coatings work and will be coordinated with city staff. The contract documents call for completion of the project by November 30, 2024.

We recommend the city award the contract to Rubin Construction LLC for the amount of \$297,200.00.

If you should have any questions, please feel free to contact me at (507) 381-9905 or email Jon.Peterson@bolton-menk.com.

Presenter:	Jason Anderson
Meeting Date:	Tuesday, March 26, 2024
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Consider Authorization to Purchase Drag Line Hose Cart for Wastewater Department
Background Information:	<p>The Wastewater Facility produces four million gallons of bio-solids annually. To dispose of the bio-solids we utilize a dragline system to apply them to nearby agricultural fields as fertilizer. The dragline system consists of a large pump, an injection tool bar that is attached to a leased tractor, hundreds of feet of hose and a large cart to roll the hose up on for transportation and storage.</p> <p>While our pump can pump the bio-solids longer distances we are limited by the amount of hose that we have. Currently we can reach 382 acres of approved application sites. By purchasing more hose, couplers, and another hose cart we would be able to reach another 128 acres of already approved land. Another 80 acres of land could potentially be applied on after site approval.</p> <p>Attached are the following: a map of future application sites, three quotations and picture of a new cart and hose for reference (not existing).</p> <p>This item was presented to the Equipment Review Committee on 03/11/2024.</p>
Fiscal Impact:	<p>Wastewater staff have received three quotes for the needed hose, couplers, and hose cart. The quotes range from \$91,901.20 down to \$81,200.92. There is also an option to purchase a "one off" new hose cart that has faded paint due to sitting outside for a couple of seasons for \$74,525.42. This option also includes the needed hose and couplers.</p> <p>Wastewater has budgeted \$87,500 in the 2024 CIP for the purchase of this equipment and staff and Equipment Review Committee are recommending the purchase of the low quote of \$74,525.42.</p>
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the City Council authorize the purchase of hose reel cart, hose, and couplings as per the included quotation from Hydro Engineering of Norwood-Young America, Minnesota, in the amount of \$74,525.42.



- Current Site
- Future Site
- Already Approved
- Possible Site Needs Approval

SECTION 28
 RANGE 112N
 R41W



PUCK ENTERPRISES
 1110 100th Street
 Manning, Iowa 51455
 833.655.9200

Quote

Quote Number	Date
15927	2/12/2024

Expiration Date: 2/27/2024

<p>Quote To: Larry Polfliet Marshall, City of 600 Erie Road Marshall MN 56258 United States</p> <p>Phone: 507-537-6776 Fax: larry.polfliet@ci.marshall.mn.us</p>	<p>Sales Person: Douglas D Greving</p> <p>Email dgreving@puck.com</p>
--	---

USD

Line	Part	Description	Expected Qty	Unit Price	Ext. Price
1	61-00112-11	A HC-11 Hose Cart (One Single Speed Motor, 425/65R 22.5 Tires) ~One Single Speed Hydraulic Motor ~425/65R 22.5 Tires ~No Brakes ~Fields Lights	1.00EA	\$39,659.00	\$39,659.00
2	53-00001-11	8" Mandal Black Mainline - 660'	5.00ROLL	\$8,514.00	\$42,570.00
3	55-00016-11	8" Double Bolt Coupler Set	5.00EA	\$672.00	\$3,360.00

Lines Total	\$85,589.00
Total Taxes	\$6,312.20
Line Miscellaneous Charges	\$0.00
Quote Miscellaneous Charges	\$0.00
Quote Total	\$91,901.20

HYDRO ENGINEERING

Sales Quote

-301 INDUSTRIAL BLVD -NORWOOD-YOUNG AMERICA, MN 55397
 Telephone 952-467-3100 Fax 952-467-4000

Order #: 20052816
 Customer 13066M

Date: 02/14/24 Ordered By: ROGER PO #: Salesperson: ANDREW VANBEUSEKOM

Bill To:

Company: CITY OF MARSHALL Full Name:
 Street Address: WASTEWATER FACILITY 344 WEST MAIN
 City: MARSHALL State: MN Zip Code: 56258-1313 Phone:

Ship To:

Ship To: CITY OF MARSHALL
 Street Address: WASTEWATER FACILITY 600 EAST ERIE ROAD
 City: MARSHALL State: MN Zip Code: 56258-1313

Qty	Open Qty	Part #	Description	Item Price	Total
1.00		HR88-S	HMFGPT; (8)-8" HOSE REEL - AG SINGLE AXLE	40,195.00	40,195.00
				<10.00 %>	-4,019.50
5.00		HCS8	COUPLING; 8" HSG COMPLETE COUPLER SET- (BLUE)	1,535.65	7,678.25
				<10.00 %>	-767.83
5.00		H8MA2U	HOSE; 8" OROFLEX NITRILE RUBBER MAINLINE - 200 PSI Working / 600 PSI Burst	7,623.00	38,115.00

Approved By: _____
 Approve All Items & Quantities

F.O.B.: Hydro Engineering

Subtotal	81,200.92
Freight	0.00
Total	81,200.92

Thank you for your business. We expect payment within 30 days, so please process this invoice within that time if it is not paid there will be a 1.5% interest charge per month on late invoices

Due to circumstances beyond our control this proposal is subject to availability of merchandise and the price in effect at time of delivery.

The above prices, specifications and conditions are satisfactory and you are authorized to do the work as specified. Payment will be made as outlined.

Accepted by HYDRO ENGINEERING.

Item 6. _____ Date _____ Authorized Buyers Signature _____
 Authorized Officer _____ Date _____

HYDRO ENGINEERING

Sales Quote

-301 INDUSTRIAL BLVD -NORWOOD-YOUNG AMERICA, MN 55397
 Telephone 952-467-3100 Fax 952-467-4000

Order #: 20052797
 Customer 13066M

Date: 02/12/24 Ordered By: ROGER PO #: Salesperson: ANDREW VANBEUSEKOM

Bill To:

Company: CITY OF MARSHALL Full Name:
 Street Address: WASTEWATER FACILITY 344 WEST MAIN
 City: MARSHALL State: MN Zip Code: 56258-1313 Phone:

Ship To:

Ship To: CITY OF MARSHALL
 Street Address: WASTEWATER FACILITY 600 EAST ERIE ROAD
 City: MARSHALL State: MN Zip Code: 56258-1313

Qty	Open Qty	Part #	Description	Item Price	Total
1.00		HR88-S	HMFPGT; (8)-8" HOSE REEL - AG SINGLE AXLE WE HAVE ONE REEL WITH SOME FADED PAINT LEFT AVAILABLE CURRENTLY. THIS OFFER IS ONLY GOOD WHILE WE HAVE THIS ONE IN STOCK.	29,500.00	29,500.00
5.00		HCS8	COUPLING; 8" HSG COMPLETE COUPLER SET- (BLUE)	1,535.65	7,678.25
				<10.00 %>	-767.83
5.00		H8MA2U	HOSE; 8" OROFLEX NITRILE RUBBER MAINLINE - 200 PSI Working / 600 PSI Burst QUALIFIES FOR FREE DIRECT SHIPPING	7,623.00	38,115.00

Approved By: _____
 Approve All Items & Quantities

F.O.B.: Hydro Engineering

Subtotal	74,525.42
Freight	0.00
Total	74,525.42

Thank you for your business. We expect payment within 30 days, so please process this invoice within that time if it is not paid there will be a 1.5% interest charge per month on late invoices

Due to circumstances beyond our control this proposal is subject to availability of merchandise and the price in effect at time of delivery.

The above prices, specifications and conditions are satisfactory and you are authorized to do the work as specified. Payment will be made as outlined.

Accepted by HYDRO ENGINEERING.

Item 6. _____ Date _____ Authorized Buyers Signature _____ Date _____
 Authorized Officer _____ Date _____



**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, March 26, 2024
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Consider Authorization to Purchase Stump Grinder for Street Department
Background Information:	<p>Attached are two quotations for a stump grinder for the Street Department. One unit is larger than the other. Both quotations are Sourcewell contract price.</p> <p>City staff completed a demo on the two Vermeer units and the larger 70 hp unit did a great job, but at an additional \$17,000 cost. The 48 hp unit is a little slower, but still does a great job. We currently borrow an old (1970's) unit from Marshall Municipal Utilities and that machine is becoming difficult to service with limited parts availability. With how frequently we are utilizing MMU's stump grinder, we believe it makes sense to invest in our own newer machine that will increase our operational efficiency. City staff reached out to MMU to discuss a possible collaborative purchase, but MMU indicated that their 1970's machine worked for their more limited needs.</p> <p>This item was presented to the Equipment Review Committee on 03/11/2024.</p>
Fiscal Impact:	The CIP included \$58,000 for this purchase in 2023. The remaining \$5,752.27 is proposed by Finance staff to be taken from fund balance of the capital improvements fund (401), which has sufficient funding available.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the City Council authorize the purchase of the 2024 Vermeer SC48TX stump grinder, to be purchased from RDO Equipment of Marshall, Minnesota, at the Sourcewell contract price of \$63,752.27.



Investment Proposal (Quote)

RDO Equipment Co.
 1710 East College Drive
 Marshall MN, 56258
 Phone: (507) 532-0994 - Fax: (507) 532-0993

Proposal for:
 CITY OF MARSHALL
 344 W MAIN ST
 MARSHALL, MN, 562581313
 LYON

Investment Proposal Date: 8/21/2023
Pricing Valid Until: 9/4/2023
Deal Number: 1687474
Customer Account#: 6760010
Account Manager: Christopher Conrad
Phone: (507) 282-8888
Fax: (507) 387-1838
Email: CConrad@rdoequipment.com

Comments

Sourcewell Contract 031721-VRM
 Member Account #2315

This Stump Grinder is priced out with the following options:
 Remote - \$3,350.98

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2024 VERMEER SC70TX SC70TX004 SC70TX STUMP CUTTER SC70TX041 SC70TX VERMEER CUTTING SYSTEM (VCS) SC70TX050 CAT C2.2 67HP/50KW TIER 4F/STAGE V ENGINE SC70TX1RC RADIO REMOTE CONTROL OPTION 2.4GHZ (Domestic) SC70TXAM010 TELEMATICS Freight in Freight/Prep	\$79,860.18 \$920.00
			Equipment Subtotal:	\$80,780.18

Purchase Order Totals

Balance:	\$80,780.18
Total Taxable Amount:	\$0.00
MN STATE TAX:	\$0.00
MN CITY TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$80,780.18
Cash with Order:	\$0.00
Balance Due:	\$80,780.18

Presenter:	Jason Anderson
Meeting Date:	Tuesday, March 26, 2024
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Consider Authorization to Submit MnDOT Grant Request Letter and Purchase Skid Loader for Airport
Background Information:	<p>The City recently received a MnDOT equipment grant offer for a 70-30 cost split of a Skid Loader for use at the Airport (see attached letter dated 01/29/2024). Per said letter, the City must return a grant request letter by 03/31/2024.</p> <p>Following a recommendation from the Equipment Review Committee, City staff requested quotes from local implement dealers. On March 21, 2024, the City opened and reviewed six quotes, submitted by five different dealers. The quote tabulation is included in the Council packet. The low proposal that meets all requested specifications is a 2024 Bobcat S76 from Sterling Equipment & Repair, Inc. of Cottonwood, MN, for \$38,724.03 after trade-in of our existing 2004Bobcat S250 machine.</p>
Fiscal Impact:	The total outlay will be split 70-30 with MnDOT, resulting in a local purchase cost of \$11,617.21.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council authorize City staff to submit a grant request letter to MnDOT for the purchase of a new 2024 Bobcat S76 skid loader from Sterling Equipment & Repair, Inc. of Cottonwood, Minnesota, with a total machine cost of \$67,474.03, less a trade-in of \$28,750 for our current machine, resulting in a total outlay of \$38,724.03. The total outlay will be split 70-30 with MnDOT, resulting in a local purchase cost of \$11,617.21.

QUOTE TABULATION

**FURNISH ONE (1) NEW SKIDLOADER
FOR THE MARSHALL AIRPORT DEPARTMENT**

**TRADE-IN ONE (1) 2004 BOBCAT S250 SKIDLOADER
FROM THE MARSHALL AIRPORT DEPARTMENT MARSHALL MN**

DATE/TIME: MARCH 21, 2024 - 10:00 AM (Local Time)

ANTICIPATED AWARD: MARCH 26, 2024

BIDDER	MAKE/MODEL	AMOUNT	COMMENTS
Kesteloot Enterprises Inc. Marshall, MN	2024 Kubota SSU75PHFRC	Bid: \$61,500.00 Trade-In: <u>(26,500.00)</u> Total: \$35,000.00	Does not meet minimum specifications
Millner Sellner Slayton Slayton, MN	2024 Bobcat S76	Bid: \$65,417.44 Trade-In: <u>(22,500.00)</u> Total: \$42,917.44	
Sterling Equipment & Repair, Inc. Cottonwood, MN	2024 Bobcat S76	Bid: \$67,474.03 Trade-In: <u>(28,750.00)</u> Total: \$38,724.03	Low proposal meeting all specifications
Titan Machinery Marshall, MN	2024 Case SV280B	Bid: \$64,868.00 Trade-In: <u>(22,500.00)</u> Total: \$42,368.00	Does not meet minimum specifications
Ziegler CAT Marshall, MN	2024 Caterpillar 262D3ULTRA	Bid: \$70,530.32 Trade-In: <u>(16,000.00)</u> Total: \$54,530.32	Does not meet minimum specifications
Ziegler CAT Marshall, MN	2024 Caterpillar 272D3ULTRA	Bid: \$82,284.94 Trade-In: <u>(16,000.00)</u> Total: \$66,284.94	

January 29, 2024
Jason Anderson
Dir. Public Worker/Airport Manager-Marshall/Southwest

Dear Jason Anderson,

The Minnesota Department of Transportation Aeronautics Office has completed its review and prioritization of Equipment requests for State Fiscal Year 2024 funding from the recent solicitation period.

I am pleased to inform you that: The **Skid Loader** request, for an estimated total cost of **\$65,417.44** as identified in your State Fiscal Year (SFY) 2024 Equipment Solicitation Request, has been selected to receive a State Grant Offer. MnDOT will execute a Grant Contract under the following conditions:

- These funds have been identified for the equipment identified in this letter and cannot be applied toward another project or piece of equipment at your airport.
- The funds are available to execute the grant during State Fiscal Year 2024 (July 1, 2023 through June 30, 2024). To improve the use of State Airports funds, **we are requiring a complete grant request by March 31, 2024**. If you are not able to make this March 31st deadline, you must work with your Regional Engineer to schedule a submittal date that works for you. If a grant request cannot be submitted by March 31st, or an extended submittal date cannot be agreed upon, you will forfeit the offer and the funds will go back into the State Airports Funds.
- If you plan to move forward with this equipment acquisition project, the following are required by email for a complete grant request:
 - A Grant Request Letter stating the project/funding requested and on sponsor letterhead.
 - A Cost Split detailing the costs of the project in an Excel File that can be found on the MnDOT Aero website: <http://www.dot.state.mn.us/aero/airportdevelopment/forms.html>
 - A quote for the equipment with a cost breakdown of the equipment including all attachments.
 - If you are trading in equipment previously purchased with a State Grant, please provide us the details of the trade-in.
 - We will reach out if further explanation or documentation is needed.
- Once these documents are received and approved, MnDOT will encumber funds and a grant contract will be sent to you for signature. No reimbursement can be made until a fully executed (signed) Grant Contract has been completed.
- Reminder about equipment grants:
 - Equipment grants will not be amended once the grant has been executed.
 - Add-on warranties are not eligible costs for equipment grants.
 - Administration costs (including consultant services) are not eligible for equipment grants.
 - Equipment purchased with this funding is for airport use only.
 - Maximum of \$200,000 state funds per piece of equipment.

Please communicate with me at your convenience if you wish to proceed with the project, but no later than February 29th, 2024. If you no longer wish to pursue funding for the identified project in State Fiscal Year 2024, please notify me as soon as possible. Below is a summary of the deadlines outlined above:

1. February 29th, 2024 – respond to this letter and communicate intent to pursue this equipment grant.
2. March 31st, 2024 or approved extended submittal date – submit complete grant request documents to Regional Engineer.
3. April 1st, 2024 – selected equipment that have not met deadlines 1 and 2 will forgo the funds back to the State Airport Fund.

Let me know if any questions or concerns.

Sincerely,

Luke Bourassa Digitally signed by Luke Bourassa
Date: 2024.01.31 14:09:48 -06'00'

Luke Bourassa

luke.bourassa@state.mn.us

Presenter:	Jason Anderson																																
Meeting Date:	Tuesday, March 26, 2024																																
Category:	AWARD OF BIDS																																
Type:	ACTION																																
Subject:	Project ST-001-2024: Chip Sealing on Various City Streets - Consider Resolution Accepting Bid (Award Contract)																																
Background Information:	<p>Bids were received on March 21, 2024, for the above-referenced project. Four bids were received as shown on the attached bid tabulation and resolution. The apparent low bid was received from Pearson Bros., Inc. of Hanover, Minnesota, in the amount of \$132,504.60. The engineer’s estimate for this project was \$161,257.50.</p> <p>Attached is a map showing the segments proposed for chip seal, and the routes are shown in tabular fashion below. Emphasis is given to newly reconstructed streets, State Aid routes, and re-seals of new street sections. The goal of this program is to work to extend the life of our pavements, thereby deferring future capital improvements.</p> <p>The low proposal includes all of the streets below, excluding the “alternate streets”. , including all streets shown below (excluding “Alternate Streets”). The 2024 Street Department budget includes a \$165,000 line item for this project. Staff proposes to work with our contractor to add the alternate streets to the project, and possibly Commencement Boulevard, while ensuring that our project is completed on-budget.</p> <table border="1" data-bbox="430 1150 958 1344"> <thead> <tr> <th>Street</th> <th>From-To</th> </tr> </thead> <tbody> <tr> <td>Channel Parkway</td> <td>TH 19 to TH 59</td> </tr> <tr> <td>Susan Drive</td> <td>Clarice Avenue to 400' Northeast of TH 59</td> </tr> <tr> <td>Tiger Drive</td> <td>MN Hwy 23 to 400' North of Victory Drive</td> </tr> <tr> <td>Soucy Drive</td> <td>6th Street to end</td> </tr> </tbody> </table> <table border="1" data-bbox="990 1150 1437 1344"> <thead> <tr> <th>Street</th> <th>From-To</th> </tr> </thead> <tbody> <tr> <td>Fremont</td> <td>Ranch to Pleasant</td> </tr> <tr> <td>Pleasant</td> <td>6th to end</td> </tr> <tr> <td>Ranch</td> <td>Soucy to end</td> </tr> <tr> <td>Winifred Circle</td> <td>Soucy to Soucy</td> </tr> </tbody> </table> <table border="1" data-bbox="430 1365 958 1453"> <thead> <tr> <th>Alternate Streets</th> <th>From-To</th> </tr> </thead> <tbody> <tr> <td>North 5th</td> <td>Main Street to Marshall</td> </tr> <tr> <td>West Redwood</td> <td>5th to 6th</td> </tr> </tbody> </table> <table border="1" data-bbox="990 1365 1437 1453"> <thead> <tr> <th>Alternate Streets</th> <th>From-To</th> </tr> </thead> <tbody> <tr> <td>West Redwood</td> <td>6th to 7th</td> </tr> <tr> <td>Lyon Street</td> <td>5th to 6th</td> </tr> </tbody> </table>	Street	From-To	Channel Parkway	TH 19 to TH 59	Susan Drive	Clarice Avenue to 400' Northeast of TH 59	Tiger Drive	MN Hwy 23 to 400' North of Victory Drive	Soucy Drive	6th Street to end	Street	From-To	Fremont	Ranch to Pleasant	Pleasant	6th to end	Ranch	Soucy to end	Winifred Circle	Soucy to Soucy	Alternate Streets	From-To	North 5th	Main Street to Marshall	West Redwood	5 th to 6 th	Alternate Streets	From-To	West Redwood	6 th to 7 th	Lyon Street	5 th to 6 th
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Fiscal Impact:	<p>The 2024 Street Department budget includes a \$165,000.00 line item for this project. Staff will work with our contractor to add street segments for treatment while ensuring that our project is completed on-budget.</p> <p>Attached is the “Resolution Accepting Bid” awarding the contract to Pearson Bros., Inc. of Hanover, Minnesota, in the amount of \$132,504.60.</p>																																
Alternative/ Variations:	No alternative actions recommended.																																
Recommendations:	that the Council adopt RESOLUTION NUMBER 24-036, which is the “Resolution Accepting Bid (Award Contract)” for Project ST-001-2024: Bituminous Chip Sealing on Various City Streets to Pearson Bros., Inc. of Hanover, Minnesota, for an amount not-to-exceed the budgeted amount of \$165,000.00.																																

RESOLUTION NUMBER 24-036

RESOLUTION ACCEPTING BID (AWARD CONTRACT)

WHEREAS, pursuant to an advertisement for bids for the following project:

PROJECT ST-001-2024: CHIP SEALING ON VARIOUS CITY STREETS

bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement for bids:

Bidder	Bid Amount
Pearson Bros., Inc. Hanover, MN	\$132,504.60
Allied Blacktop Company Maple Grove, MN	\$143,372.40
Asphalt Surface Technologies Corp. St. Cloud, MN	\$148,354.68
Morris Sealcoat & Trucking, Inc. Morris, MN	\$155,258.34

AND WHEREAS, it appears that Pearson Bros., Inc. of Hanover, Minnesota, is the lowest responsible bidder.

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

1. The Mayor and City Clerk are hereby authorized and directed to enter into a contract with Pearson Bros., Inc. of Hanover, Minnesota, for an amount not-to-exceed the budgeted amount of \$165,000.00 according to the plans and specifications on file in the Office of the City Clerk.

Passed and adopted by the City Council this 26th day of March, 2024.

Mayor

ATTEST:

City Clerk

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

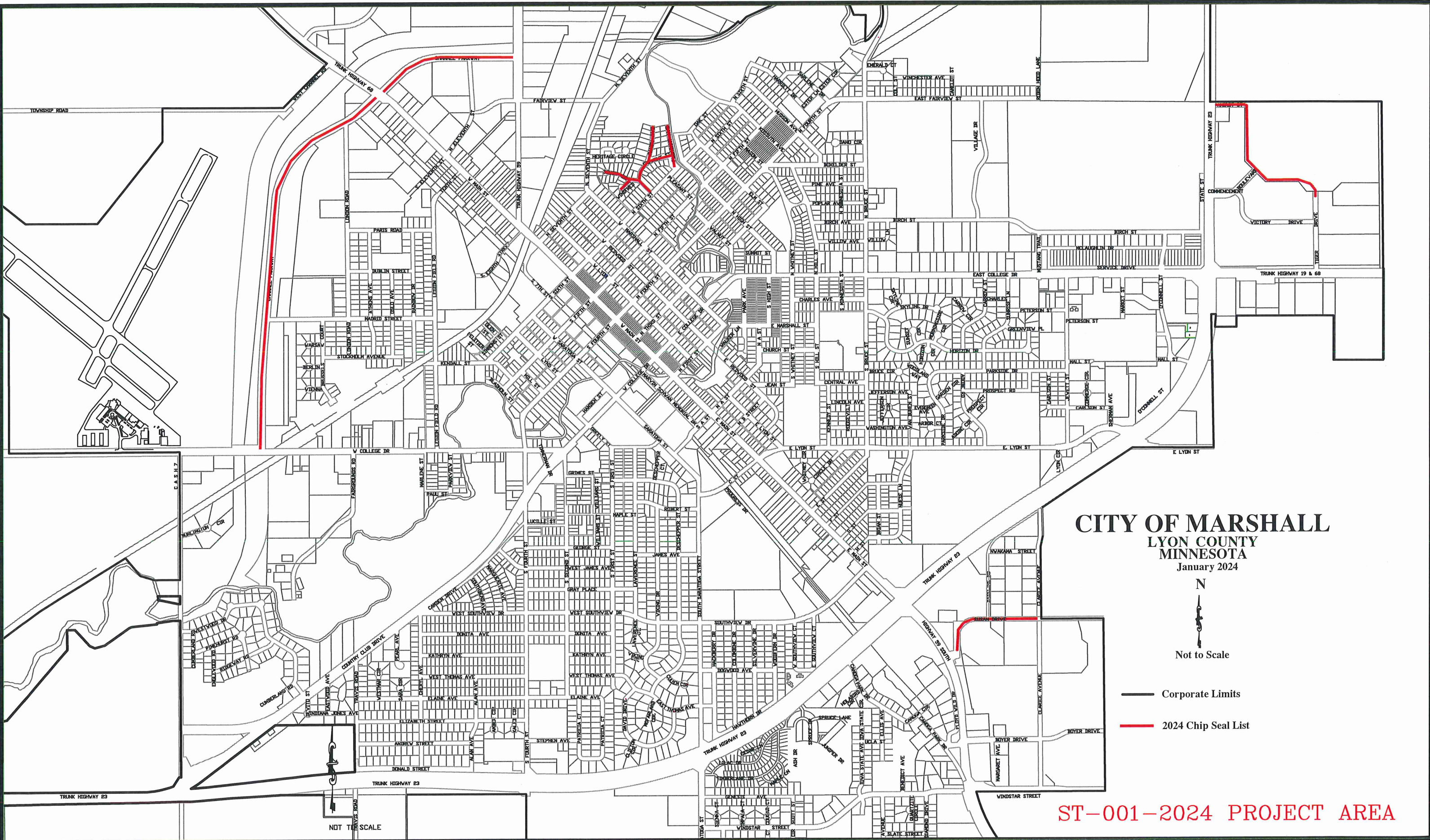
BID TABULATION

**ST-001-2024
2024 BITUMINOUS CHIP SEALING PROJECT
MARSHALL, MINNESOTA**

**BID OPENING INFORMATION: March 21, 2024 / 10:00 AM (Local Time)
ANTICIPATED AWARD: March 26, 2024**

Page 1 of 1

NAME OF BIDDER	BID AMOUNT	COMMENTS
Allied Blacktop Company Maple Grove, MN	\$143,372.40	
Asphalt Surface Technologies Corp. St. Cloud, MN	\$148,354.68	
Morris Sealcoat & Trucking, Inc. Morris, MN	\$155,258.34	
Pearson Bros., Inc. Hanover, MN	\$132,504.60	Apparent Low Bidder
Thunder Construction Faribault, MN		



CITY OF MARSHALL
 LYON COUNTY
 MINNESOTA
 January 2024



Not to Scale

- Corporate Limits
- 2024 Chip Seal List

ST-001-2024 PROJECT AREA

DESIGNED BY: JAR	DATE	REVISIONS	INIT.
Item 9.			
SCALE:			


MARSHALL
 ENGINEERING DEPARTMENT
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

2024 CHIP SEAL
 TITLE SHEET

CITY PROJECT NO. ST-001-2024	DATE 01/01/2024
STATE AID PROJECT NO.	SHEET Page 189

Presenter:	Jason Anderson																										
Meeting Date:	Tuesday, March 26, 2024																										
Category:	AWARD OF BIDS																										
Type:	ACTION																										
Subject:	Project ST-002-2024: Bituminous Overlay on Various City Streets – Consider Resolution Accepting Bid (Awarding Contract)																										
Background Information:	<p>This project is an annual street mill and overlay project that also includes ADA improvements at sidewalk ramp crossings.</p> <p>The project estimate for mill and overlay is \$605,745, including all streets shown below (excluding “Alternate Streets”) and ADA sidewalk ramp work. The 2024 Capital budget includes \$650,000 for this project.</p> <table border="1" data-bbox="418 842 1328 1115"> <thead> <tr> <th>Street</th> <th>From-To</th> </tr> </thead> <tbody> <tr> <td>Peltier/Glenn/Simmons (Mill All 2")</td> <td>Peltier/Glenn/Simmons area off 6th Street</td> </tr> <tr> <td>O'Connell Street (Mill All)</td> <td>Service Road to Birch Street</td> </tr> <tr> <td>Rainbow Drive</td> <td>Madrid Street south to Railroad Tracks</td> </tr> <tr> <td>Floyd Wild Drive</td> <td>Susan Intersection to Canoga Park Drive.</td> </tr> <tr> <td>Canoga Park Drive</td> <td>T.H. 23 to new Canoga Park Circle seam.</td> </tr> <tr> <td>Market Street</td> <td>E. College Drive to Mall Parking Lot</td> </tr> <tr> <td>N. Whitney Street (Mill All)</td> <td>E. College Drive to N. 4th Street</td> </tr> <tr> <td>Poplar Avenue (Mill All)</td> <td>N. Whitney Street to N. Hill Street</td> </tr> <tr> <td>Boyer Drive (Mill All)</td> <td>TH 23 to Margaret Avenue</td> </tr> <tr> <td>Boyer Drive</td> <td>Leveling 1" - 20' wide estimated</td> </tr> </tbody> </table> <table border="1" data-bbox="418 1140 1328 1188"> <thead> <tr> <th>Alternate Streets</th> <th>From-To</th> </tr> </thead> <tbody> <tr> <td>Mall Street (Mill All)</td> <td>South entrance off Jewett Street</td> </tr> </tbody> </table> <p>On March 21, 2024, bids were received for the above-referenced project. Two bids were received as shown on the attached Resolution Accepting Bid and attached bid tabulation. The low bid was from Central Specialties Inc. of Alexandria, Minnesota, in the amount of \$587,422.58. The low bid does not include costs to overlay the alternate street. Due to advantageous pricing, City staff would propose to include the alternate street with the construction project.</p>	Street	From-To	Peltier/Glenn/Simmons (Mill All 2")	Peltier/Glenn/Simmons area off 6th Street	O'Connell Street (Mill All)	Service Road to Birch Street	Rainbow Drive	Madrid Street south to Railroad Tracks	Floyd Wild Drive	Susan Intersection to Canoga Park Drive.	Canoga Park Drive	T.H. 23 to new Canoga Park Circle seam.	Market Street	E. College Drive to Mall Parking Lot	N. Whitney Street (Mill All)	E. College Drive to N. 4th Street	Poplar Avenue (Mill All)	N. Whitney Street to N. Hill Street	Boyer Drive (Mill All)	TH 23 to Margaret Avenue	Boyer Drive	Leveling 1" - 20' wide estimated	Alternate Streets	From-To	Mall Street (Mill All)	South entrance off Jewett Street
Street	From-To																										
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Mall Street (Mill All)	South entrance off Jewett Street																										
Fiscal Impact:	<p>The 2024 Capital budget includes \$650,000 for this project.</p> <p>Attached is the “Resolution Accepting Bid” awarding the contract to Central Specialties Inc. of Alexandria, Minnesota, in the amount of \$587,422.58. Including Mall Street project quantities increases the project cost by \$23,020.30 to a total of \$610,442.88.</p>																										
Alternative/ Variations:	No alternative actions recommended.																										
Recommendations:	that the Council adopt RESOLUTION NUMBER 24-XXX, which provides for the Resolution Accepting Bid (Awarding Contract) and authorizing entering into an agreement with Central Specialties Inc. of Alexandria, Minnesota, for the above-referenced project in the amount of \$610,442.88, with a maximum of \$650,000.00.																										

RESOLUTION NUMBER 24-_____

RESOLUTION ACCEPTING BID (AWARD CONTRACT)

WHEREAS, pursuant to an advertisement for bids for the following project:

PROJECT ST-002-2024: BITUMINOUS OVERLAY PROJECT

bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement for bids:

Bidder	Bid Amount
Central Specialties, Inc. Alexandria, Minnesota	\$587,422.58
Duininck, Inc. Prinsburg, Minnesota	\$610,457.22

AND WHEREAS, it appears that Central Specialties Inc. of Alexandria, Minnesota, is the lowest responsible bidder.

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

1. The Mayor and City Clerk are hereby authorized and directed to enter into an agreement with Central Specialties Inc. of Alexandria, Minnesota, in the amount of \$587,422.58, with a maximum of \$650,000.00, in the name of the City of Marshall for the above-referenced project, according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.

Passed and adopted by the City Council this 26th day of March, 2024.

Mayor

ATTEST:

City Clerk

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

State Of Minnesota City of Marshall, Minnesota Project Number ST-002-2024

Construction Plans for Bituminous Overlays & Pedestrian Ramp Improvements with the City of Marshall

INDEX

SHEET NO.	DESCRIPTION
1	Title Sheet
2-3	Estimated Quantity Sheet
4	Construction Notes Sheet
5	Detail Sheet
6-9	ADA Plan Sheets
10-19	MNDOT Standard Plan Sheets

LEGEND

ALIGNMENT STATIONS	
GAS LINE	
COMMUNICATION LINE	
FIBER LINE	
UNDERGROUND POWER	
STREET LIGHT	
EXISTING CATCH BASIN	
EXISTING STORM MANHOLE	
EXISTING SANITARY MANHOLE	
EXISTING HYDRANT	
EXISTING WATER VALVE	
NEW CATCH BASIN	
NEW HYDRANT	
NEW WATER VALVE	
NEW SANITARY MANHOLE	
NEW STORM MANHOLE	
BENCHMARK TOP NUT HYDRANT	

SPECIFICATION REFERENCE

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE SUPPLEMENTAL SPECIFICATIONS DATED SEPTEMBER 2022 SHALL GOVERN

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

THE CITY OF MARSHALL STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.

DESIGN DATA

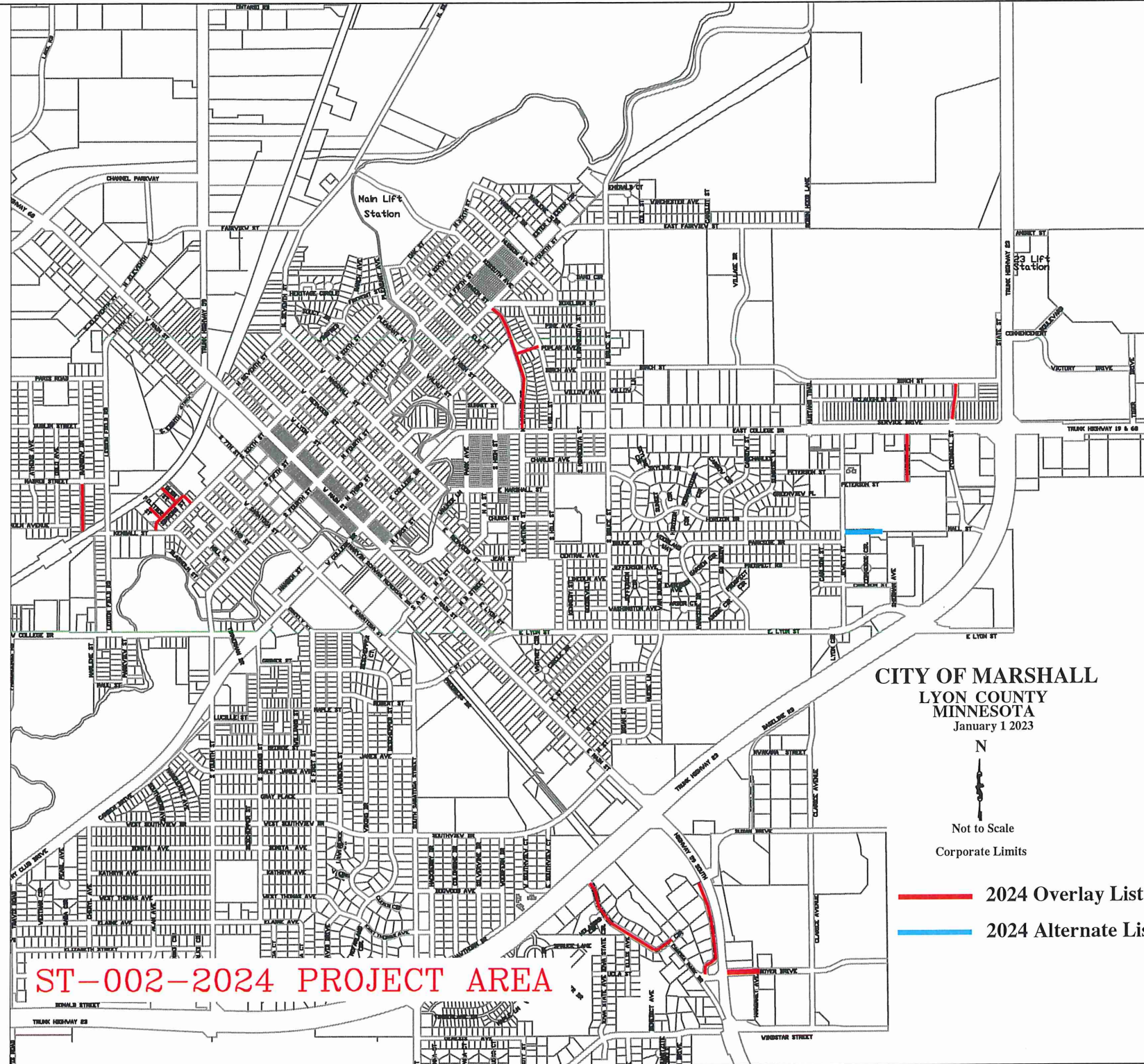
DESIGN SPEED 30 MPH
STOPPING SIGHT DISTANCE BASED ON
3.5' HEIGHT OF EYE
0.5' HEIGHT OF OBJECT

SCALES

PLAN	1"=20'
PROFILE	NA
INDEX MAP	1"=100'
GENERAL LAYOUT	1"=20'



NOT TO SCALE



CITY OF MARSHALL
LYON COUNTY
MINNESOTA
January 1 2023

N

Not to Scale
Corporate Limits

- 2024 Overlay List
- 2024 Alternate List

ST-002-2024 PROJECT AREA

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

APPROVED: CITY ENGINEER, MARSHALL MINNESOTA DATE: _____
REG NO 53322

DESIGNED BY: _____
DRAWN BY: JAR
JRA
Item 10.

DATE	REVISIONS	INIT.

ENGINEERING DEPARTMENT
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

MARSHALL

2024 BITUMINOUS OVERLAYS

TITLE SHEET

CITY PROJECT NO. ST-002-2024	DATE 01/01/2024
STATE AID PROJECT NO.	SHEET NO. Page 192

Presenter:	Steven Anderson
Meeting Date:	Tuesday, March 26, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Introduce Ordinance Amendments to Ch. 22 Article IV Mobile Food Units and Carts
Background Information:	<p>As the popularity of food trucks and carts increases some concerns were raised to city staff regarding location and duration. Under the current ordinance, any mobile food vendor operating within city limits was not required to have a license or register with the city if they did not operate for more than 21 days in a calendar year. Tracking and validation of operating days for mobile food vendors became difficult. So, staff are recommending that all food vendors register and the number of days for a temporary license be reduced from 21 days to 7 days before a full city license is needed. Staff are also making recommendations that food trucks are not allowed within the public right-of-way where parking is permitted to address safety and parking concerns. Food trucks would be limited to private parking lots, and based on observation many food trucks already operate within private parking lots.</p> <p>As mentioned because of the popularity of food trucks staff did not want to discourage food truck vendors and have added language for special events or community festivals designated by the city, such as Sounds of Summer or World Fest to encourage participation by reducing the amount of paperwork. Through the ordinance review process, it was also found that ice cream trucks, although seen very infrequently, were essentially prohibited from operating within city limits. Language has been added to address ice cream trucks, because of the more transitory nature of ice cream trucks compared to stationary food trucks special exemptions needed to be called out.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	To introduce ordinance amendments to Chapter 22 VI Mobile Food Units and Carts.

**CITY OF MARSHALL
ORDINANCE MOBILE FOOD**

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

The Common Council of the City of Marshall do ordain:

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

AMENDMENT

Section 22-93 License Requirement

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

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

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

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

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

AMENDMENT

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

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

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

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

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

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

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

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

AMENDMENT

Section 22-95 Suspension Or Revocation Of A License.

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

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

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL

Presiding Officer

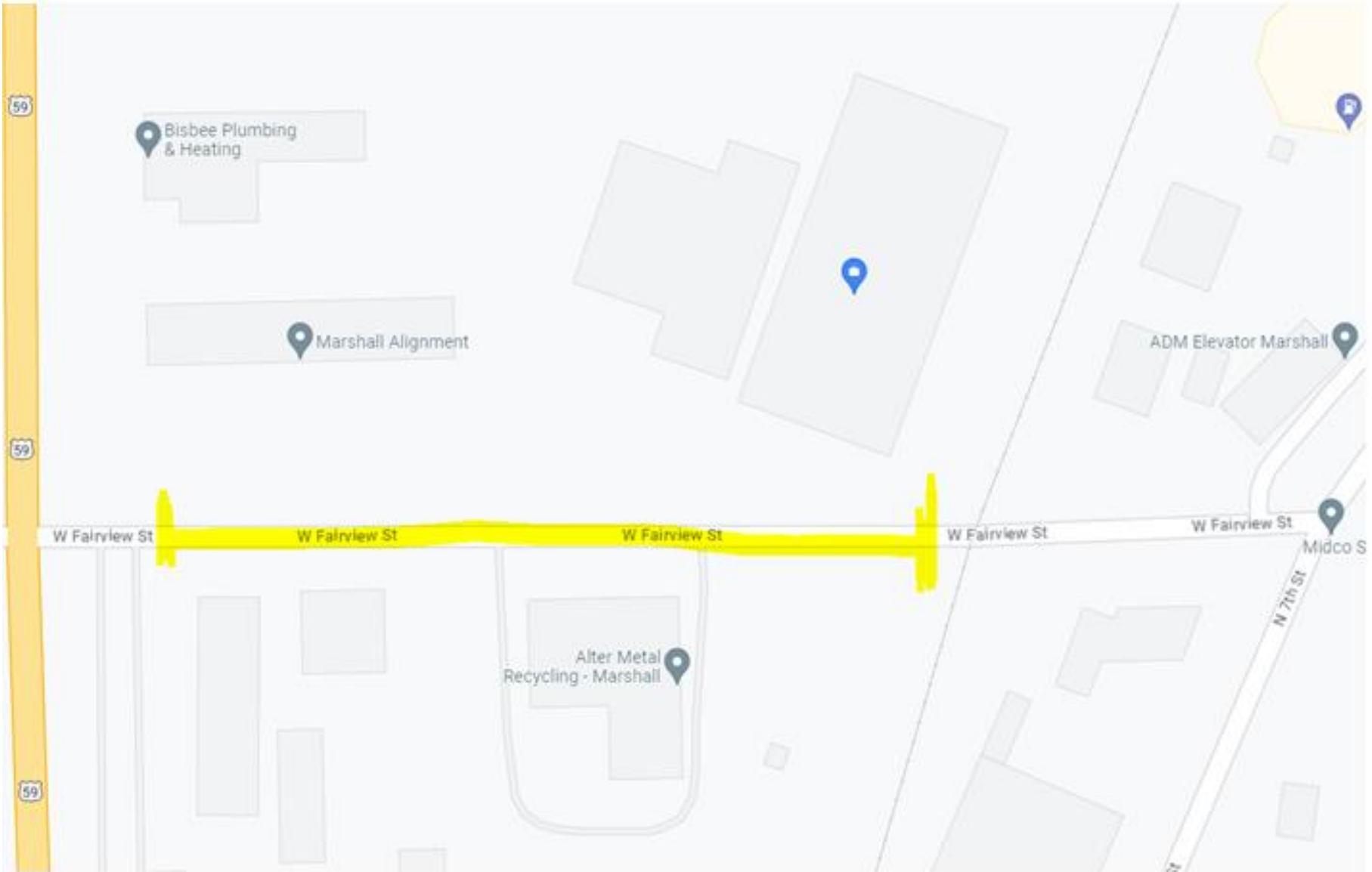
Attest

Robert Byrnes, Mayor, City of
Marshall

Steven Anderson, City Clerk, City of
Marshall

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, March 26, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Request of Performance Foodservice for Street Closure of West Fairview Street on Saturday-May 4, 2024
Background Information:	<p>Attached is the request from Performance Foodservice (PFS) for street closure for a company operations truck rodeo event on Saturday, May 4, 2024, from 8 am to 1 pm.</p> <p>The purpose of the closure (highlighted below) is to enable PFS to provide an employee competition and fun event utilizing the private property and a portion of the street for a track for an operations truck rodeo. The street closure does not include Mn/DOT right-of-way. Alter Metal Recycling is not open for business on Saturday, including the date of this event. PFS is responsible for all traffic control as required by the Minnesota Manual of Uniform Traffic Control Devices (MNMUTCD). PFS is also responsible for personally contacting adjacent businesses informing them of the closure.</p> <p>In past years, the City Council has questioned whether this event could be held at the MERIT track. PFS has indicated that they have indoor warehouse associate events, as well as outdoor events for the delivery associates. In addition, families are invited along with food vendors and bounce houses/child attractions, and they desire to have all events at their location to keep everyone together.</p>
Fiscal Impact:	There will be costs involved for the materials, delivery and picking them up after completion of the event. Staff is proceeding with plans not to charge fees for this event unless directed by Council. Costs attributed to the closure are estimated at \$300.00.
Alternative/Variations:	No alternative actions recommended.
Recommendations:	that the Council approves request Performance Foodservice for street closure of Fairview Street on Saturday, May 4, 2024, from 8 am to 1 pm, from the railroad tracks at the east side of property line to about 300' west to the fence on the west property line.





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

Applicant Name: Performance Food Service
Applicant Address: 702 West Fairview Rd.
Contact Person: Lance Buck Phone/Cell#: 385-262-5781
Address of Request: 702 West Fairview Rd.
Reason for Request: Operations truck roadeo
Start Date of Request: 05-04-2024 Start Time: 8:00 AM am/pm
End Date of Request: 05/04/2024 End Time: 1:00 PM am/pm
Brief Description of Area Requested for Private Use/Closure (attach map): From the railroad tracks on West Fairview, to the end of the fence on the west side of our property line.

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

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

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

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

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

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

03/14/2024
Date

Signature of Applicant (Digitally signed by Lance Buck Date: 2024.03.14 08:57:39 -05'00')

CLICK TO SEND TO PUBLIC WORKS

RECOMMENDATION

Minnesota State Statutes 169.04 states in part that any parade or assemblage on Trunk Highways requires the consent of the Commissioner of Highways (or his delegate). In order to validate this permit, the City must obtain consent from the Commissioner of Highways prior to approval of this permit (a copy of which is attached).

RECOMMENDATION: _____

Special Provisions: _____

Director of Public Works/City Engineer

=====

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

According to Section 62-6 of the Code of Ordinances, permit granted by the Common Council of the City of Marshall this _____ day of _____, 20_____.

ATTEST:

City Clerk

Mayor of the City of Marshall, MN

Attachments

Copies to: Director of Public Safety James Marshall
Minnesota Department of Transportation

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, March 26, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Request for Street Closure of N 3rd Street for Juneteenth (Wednesday-06/19/2024)
Background Information:	The City has received the attached request from the City of Marshall Juneteenth Planning Committee for closure North 3 rd Street, from W Main Street to W Lyon Street, from 11am to 1:30pm on Wednesday, June 19, 2024 for a Juneteenth Food Truck Event. Please see attached event flyer and map.
Fiscal Impact:	Staff time.
Alternative/Variations:	No alternative actions recommended.
Recommendations:	that the Council authorize the closure North 3 rd Street, from W Main Street to W Lyon Street, from 11am to 1:30pm on Wednesday, June 19, 2024 for a Juneteenth Food Truck Event.



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

Applicant Name: City of Marshall Juneteenth Planning Committee

Applicant Address: 344 West Main Street

Contact Person: Sharon Hanson/Jasmine DeSmet Phone/Cell#: on file

Address of Request: 3rd Street, Downtown Marshall

Reason for Request: Food Truck Event

Start Date of Request: June 19, 2024 Start Time: 11 a.m. am/pm

End Date of Request: June 19, 2024 End Time: 1:30 p.m. am/pm

Brief Description of Area Requested for Private Use/Closure (attach map): The Juneteenth Planning Committee is planning a food truck event on 3rd. Communication with Engineering, Parks and MMU have been on-going

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

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

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

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

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

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

March 18, 2024 Date

Signature of Applicant

CLICK TO SEND TO PUBLIC WORKS

RECOMMENDATION

Minnesota State Statutes 169.04 states in part that any parade or assemblage on Trunk Highways requires the consent of the Commissioner of Highways (or his delegate). In order to validate this permit, the City must obtain consent from the Commissioner of Highways prior to approval of this permit (a copy of which is attached).

RECOMMENDATION: _____

Special Provisions: _____

Director of Public Works/City Engineer

=====

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

According to Section 62-6 of the Code of Ordinances, permit granted by the Common Council of the City of Marshall this _____ day of _____, 20_____.

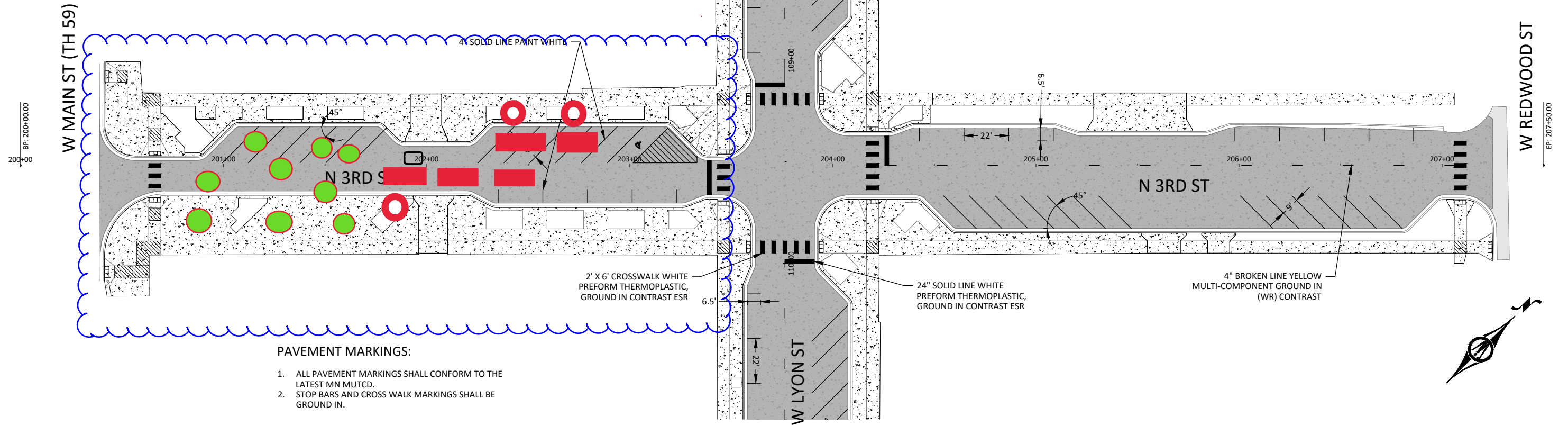
ATTEST:

City Clerk


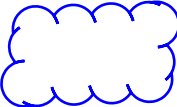

Mayor of the City of Marshall, MN

Attachments

Copies to: Director of Public Safety James Marshall
Minnesota Department of Transportation

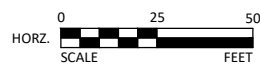



- PAVEMENT MARKINGS:**
1. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST MN MUTCD.
 2. STOP BARS AND CROSS WALK MARKINGS SHALL BE GROUND IN.

-  Food Truck Locations
-  Closed Section of Street
-  Picnic Tables

 50 Amp Pedestal Locations

m, Inc. 2023. All Rights Reserved
 12/20/2023 11:46:07 AM



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

 JOSHUA G. STIER
 LIC. NO. 54171 DATE 02/14/2023



1960 PREMIER DRIVE
 MANKATO, MINNESOTA 56001
 Phone: (507) 625-4171
 Email: Mankato@bolton-menk.com
 www.bolton-menk.com



DESIGNED	NO.	ISSUED FOR	DATE
DRAWN			
CHECKED			
CLIENT PROJ. NO.	OW1.127006		

CITY OF MARSHALL, MINNESOTA
 2023 N 3RD ST - W LYON ST IMPROVEMENTS
 STRIPING PLAN
 NORTH 3RD STREET

SHEET

City of Marshall

JUNETEENTH 2024

Juneteenth, or "Freedom Day," recognizes the final enforcement of the Emancipation Proclamation, officially ending slavery. For this reason, June 19, 1865 marks our country's second Independence Day.

MONTH OF JUNE ACTIVITIES

The Diane & Alan Page Collection
TESTIFY: Americana from Slavery to Today, an exhibit of art and artifacts from the eras of slavery and Jim Crow

Marshall-Lyon County Library

Story Walk

Marshall-Lyon County Library

WEDNESDAY

JUNE 19



Day Schedule:

10:15AM - 11:30AM

Family Summer Reading Program with Juneteenth Stories & Activities

Marshall-Lyon County Library

11:00AM - 1:30PM

Food Trucks & Live Music
3rd Street

Evening Schedule:

at Justice Park

5:00PM - 5:30PM

Welcome & Speakers

5:30PM

Tetambe West African Drum & Dance Ensemble

6:30PM - 8:00PM

S.I.N.G.O. & Music from Push Play Entertainment



Questions can be directed to:
addy.wolbaum@ci.marshall.mn.us

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Karla Drown
Meeting Date:	Tuesday, March 26, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourage the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
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: 03/15/2024 - 03/26/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
4549	A & B BUSINESS, INC	03/15/2024	EFT	0.00	2,589.13	15968
6734	ABM EQUIPMENT & SUPPLY, LLC	03/22/2024	EFT	0.00	1,122.50	16029
0542	ABRA AUTOBODY AND GLASS INC	03/22/2024	Regular	0.00	50.00	124236
0560	AFSCME COUNCIL 65	03/22/2024	EFT	0.00	1,324.40	16030
7232	ALCORN, JOHN	03/15/2024	EFT	0.00	500.00	15969
0578	AMAZON CAPITAL SERVICES	03/15/2024	EFT	0.00	1,042.50	15970
0578	AMAZON CAPITAL SERVICES	03/22/2024	EFT	0.00	711.75	16031
6741	AMERIPUMPS	03/22/2024	Regular	0.00	123.05	124237
2701	ANDERSON, JASON	03/22/2024	EFT	0.00	50.00	16032
7395	AP DESIGN, INC./NICHOLAS J SCHWARZ OR JILL	03/15/2024	EFT	0.00	15.16	15971
7395	AP DESIGN, INC./NICHOLAS J SCHWARZ OR JILL	03/22/2024	EFT	0.00	14.93	16033
6694	ARAMARK UNIFORM & CAREER APPAREL GROU	03/22/2024	EFT	0.00	125.98	16034
0630	ARCTIC GLACIER	03/15/2024	Regular	0.00	483.86	124207
0629	ARNOLD MOTOR SUPPLY	03/15/2024	EFT	10.26	503.18	15972
0629	ARNOLD MOTOR SUPPLY	03/22/2024	EFT	2.50	122.46	16035
2402	AXON ENTERPRISE, INC	03/15/2024	EFT	0.00	9,607.88	15973
7505	BEAM TECHNOLOGIES INC	03/15/2024	Bank Draft	0.00	4,162.54	DFT0003712
7505	BEAM TECHNOLOGIES INC	03/15/2024	Bank Draft	0.00	4,162.32	DFT0003748
7505	BEAM TECHNOLOGIES INC	03/15/2024	Bank Draft	0.00	915.14	DFT0003767
0688	BELLBOY CORPORATION	03/22/2024	EFT	0.00	5,964.74	16036
0689	BEND RITE CUSTOM FABRICATION, INC.	03/22/2024	Regular	0.00	125.00	124238
0699	BEVERAGE WHOLESALERS, INC.	03/15/2024	Regular	0.00	28,464.59	124208
0699	BEVERAGE WHOLESALERS, INC.	03/22/2024	Regular	0.00	30,289.74	124239
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	03/15/2024	Bank Draft	0.00	7,361.40	DFT0003700
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	03/15/2024	Bank Draft	0.00	1,472.28	DFT0003701
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	03/15/2024	Bank Draft	0.00	56,498.96	DFT0003702
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	03/15/2024	Bank Draft	0.00	3,896.48	DFT0003703
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	03/15/2024	Bank Draft	0.00	7,361.40	DFT0003736
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	03/15/2024	Bank Draft	0.00	1,472.28	DFT0003737
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	03/15/2024	Bank Draft	0.00	56,498.38	DFT0003738
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	03/15/2024	Bank Draft	0.00	3,896.44	DFT0003739
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	03/15/2024	Bank Draft	0.00	5,368.74	DFT0003766
0724	BOLTON & MENK INC	03/15/2024	EFT	0.00	1,201.00	15974
0724	BOLTON & MENK INC	03/22/2024	EFT	0.00	264.00	16037
3829	BRAU BROTHERS	03/15/2024	EFT	0.00	738.50	15975
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	03/15/2024	Regular	0.00	2,409.33	124209
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	03/22/2024	Regular	0.00	8,643.59	124240
6539	BREMER BANK CC	03/18/2024	Bank Draft	0.00	7,265.15	DFT0003770
6744	C&L DISTRIBUTING	03/15/2024	EFT	0.00	2,980.33	15976
4236	C.E. SIGNS & DESIGNS	03/22/2024	EFT	0.00	62.87	16038
6791	CAPITAL ONE	03/15/2024	Regular	0.00	140.44	124211
6791	CAPITAL ONE	03/22/2024	Regular	0.00	108.08	124244
0802	CARLSON & STEWART REFRIGERATION, INC.	03/15/2024	EFT	0.00	289.00	15977
6761	CARR FAMILY LIMITED PARTNERSHIP	03/15/2024	Regular	0.00	2,137.50	124212
5497	CENTROL CROP CONSULTING	03/22/2024	Regular	0.00	500.00	124245
0836	CHARTER COMMUNICATIONS, LLC	03/15/2024	EFT	0.00	46.99	15978
0836	CHARTER COMMUNICATIONS, LLC	03/22/2024	EFT	0.00	111.53	16039
7507	CIGNA HEALTH AND LIFE INSURANCE COMPAN	03/22/2024	EFT	0.00	1,401.27	16040
5733	CLARITY TELECOM, LLC	03/22/2024	EFT	0.00	3,164.91	16041
0865	COLEMAN ELECTRIC COMPANY	03/15/2024	EFT	0.00	112.50	15979
7394	CRESTED RIVER CANNABIS COMPANY	03/15/2024	EFT	0.00	1,925.00	15980
0919	CRYSTEEL TRUCK EQUIPMENT INC	03/22/2024	EFT	0.00	140.00	16042
3819	DACOTAH PAPER CO	03/15/2024	EFT	21.80	1,901.41	15981
3819	DACOTAH PAPER CO	03/22/2024	EFT	2.56	253.80	16043

Council Check Report

Date Range: 03/15/2024 - 03/26/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
7102	DAHLHEIMER BEVERAGE	03/15/2024	EFT	0.00	1,221.80	15982
7574	DEUTZ, DERECK	03/15/2024	Regular	0.00	500.00	124213
7475	DIEBOLD, RENE	03/15/2024	Regular	0.00	50.00	124214
7577	DOELY, KEVIN	03/15/2024	Regular	0.00	350.00	124215
5731	DOLL DISTRIBUTING LLC	03/15/2024	EFT	0.00	12,420.56	15983
5731	DOLL DISTRIBUTING LLC	03/22/2024	EFT	0.00	10,713.53	16044
2748	DROWN, KARLA	03/22/2024	EFT	0.00	210.38	16045
1020	DUININCK, INC.	03/22/2024	EFT	0.00	1,848.20	16046
1037	ECOWATER SYSTEMS	03/22/2024	EFT	0.00	309.00	16047
7181	ENTERPRISE FLEET MANAGEMENT TRUST	03/20/2024	Bank Draft	0.00	17,044.65	DFT0003769
1090	FASTENAL COMPANY	03/15/2024	EFT	0.00	187.36	15984
1090	FASTENAL COMPANY	03/22/2024	EFT	0.00	110.46	16048
1122	FLAHERTY & HOOD, P.A.	03/15/2024	EFT	0.00	1,800.00	15985
6770	GALLAGHER BENEFIT SERVICES, INC	03/22/2024	EFT	0.00	1,000.00	16049
1158	GALLS INC	03/15/2024	EFT	0.00	589.74	15986
1158	GALLS INC	03/22/2024	EFT	0.00	153.27	16050
7586	GOEBEL, HUNTER	03/22/2024	Regular	0.00	500.00	124246
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	03/15/2024	EFT	0.00	906.00	15987
1201	GRAINGER INC	03/15/2024	EFT	0.00	92.71	15988
6127	GRANDVIEW VALLEY WINERY, INC	03/15/2024	Regular	0.00	2,712.00	124216
1215	GREENWOOD NURSERY	03/15/2024	EFT	0.00	519.98	15989
2946	HANSON, SHARON	03/15/2024	EFT	0.00	201.54	15990
7145	HARTFORD LIFE AND ACCIDENT INSURANCE CO	03/15/2024	Bank Draft	0.00	393.53	DFT0003707
7145	HARTFORD LIFE AND ACCIDENT INSURANCE CO	03/15/2024	Bank Draft	0.00	393.53	DFT0003743
7145	HARTFORD LIFE AND ACCIDENT INSURANCE CO	03/15/2024	Bank Draft	0.00	31.81	DFT0003762
1267	HEIMAN INC.	03/15/2024	EFT	0.00	412.00	15991
1325	ICMA RETIREMENT TRUST #300877	03/15/2024	EFT	0.00	50.00	15992
1358	INTERNAL REVENUE SERVICE	03/15/2024	Bank Draft	0.00	29,392.82	DFT0003752
1358	INTERNAL REVENUE SERVICE	03/15/2024	Bank Draft	0.00	22,776.26	DFT0003753
1358	INTERNAL REVENUE SERVICE	03/15/2024	Bank Draft	0.00	8,823.48	DFT0003754
1358	INTERNAL REVENUE SERVICE	03/15/2024	Bank Draft	0.00	35.36	DFT0003758
1358	INTERNAL REVENUE SERVICE	03/15/2024	Bank Draft	0.00	359.80	DFT0003759
1358	INTERNAL REVENUE SERVICE	03/15/2024	Bank Draft	0.00	8.26	DFT0003760
7579	JENSON, WESLEY	03/15/2024	Regular	0.00	500.00	124217
1399	JOHNSON BROTHERS LIQUOR COMPANY	03/15/2024	EFT	0.00	9,498.11	15996
1399	JOHNSON BROTHERS LIQUOR COMPANY	03/22/2024	EFT	0.00	6,378.74	16051
2036	JOHNSON BROTHERS LIQUOR COMPANY	03/15/2024	EFT	0.00	14,437.20	15993
2036	JOHNSON BROTHERS LIQUOR COMPANY	03/22/2024	EFT	0.00	13,072.08	16054
2605	JOHNSON BROTHERS LIQUOR COMPANY	03/15/2024	EFT	0.00	733.88	15994
2605	JOHNSON BROTHERS LIQUOR COMPANY	03/22/2024	EFT	0.00	531.96	16053
5447	JOHNSON BROTHERS LIQUOR COMPANY	03/15/2024	EFT	0.00	1,668.50	15995
5447	JOHNSON BROTHERS LIQUOR COMPANY	03/22/2024	EFT	0.00	1,647.75	16052
6199	JONES, DAVID	03/15/2024	Regular	0.00	200.00	124218
7393	KINNEY CREEK BREWERY	03/15/2024	EFT	0.00	463.00	15997
4140	KRUSE FORD-LINCOLN-MERCURY, INC	03/15/2024	EFT	0.00	260.00	15998
7584	LAMOTE, CURTIS	03/22/2024	Regular	0.00	1,000.00	124247
3653	LANGUAGE LINE SERVICES	03/15/2024	EFT	0.00	638.12	15999
1480	LAW ENFORCEMENT LABOR SERVICE INC	03/22/2024	EFT	0.00	1,269.00	16055
7578	LINDSLEY, STEVE	03/15/2024	Regular	0.00	500.00	124219
1502	LITTLE FALLS MACHINE INC	03/15/2024	EFT	0.00	180.74	16000
1508	LOCKWOOD MOTORS INC	03/15/2024	EFT	0.00	33.48	16001
3969	LOUWAGIE, RAYMOND	03/22/2024	EFT	0.00	187.50	16056
3065	LUTHER, ERIC	03/22/2024	EFT	0.00	27.15	16057
1531	LYON COUNTY AUDITOR-TREASURER	03/15/2024	EFT	0.00	4,572.00	16002
1545	LYON COUNTY HIGHWAY DEPARTMENT	03/15/2024	EFT	0.00	7,595.84	16003
1548	LYON COUNTY LANDFILL	03/15/2024	EFT	0.00	90.67	16004
1552	LYON COUNTY RECORDER	03/22/2024	EFT	0.00	46.00	16058
1555	LYON LINCOLN ELECTRIC COOPERATIVE INC	03/15/2024	Regular	0.00	42.94	124220
1565	MACQUEEN EQUIPMENT INC.	03/15/2024	EFT	0.00	245.53	16005
1565	MACQUEEN EQUIPMENT INC.	03/22/2024	EFT	0.00	1,153.70	16059
4736	MARCO	03/22/2024	EFT	0.00	83.38	16060

Council Check Report

Date Range: 03/15/2024 - 03/26/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1603	MARSHALL ANIMAL CLINIC	03/15/2024	Regular	0.00	26.00	124221
1604	MARSHALL AREA CHAMBER OF COMMERCE	03/15/2024	EFT	0.00	520.00	16006
1604	MARSHALL AREA CHAMBER OF COMMERCE	03/22/2024	EFT	0.00	2,450.00	16061
7582	MARSHALL COMMUNITY FOUNDATION	03/15/2024	Regular	0.00	1,000.00	124222
1616	MARSHALL CONVENTION & VISITORS BUREAU	03/15/2024	EFT	0.00	13,304.46	16007
1623	MARSHALL INDEPENDENT, INC	03/15/2024	Regular	0.00	1,632.59	124223
1623	MARSHALL INDEPENDENT, INC	03/22/2024	Regular	0.00	175.50	124248
5813	MARSHALL LUMBER CO	03/15/2024	EFT	0.00	124.89	16008
5813	MARSHALL LUMBER CO	03/22/2024	EFT	0.00	192.13	16062
1633	MARSHALL MUNICIPAL UTILITIES	03/15/2024	EFT	0.00	7,827.08	16009
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	03/15/2024	EFT	1.37	67.16	16010
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	03/22/2024	EFT	1.47	181.14	16063
1637	MARSHALL PUBLIC SCHOOLS	03/22/2024	EFT	0.00	1,871.37	16064
1651	MARSHALL UNITED SOCCER ASSOCIATION	03/15/2024	Regular	0.00	948.75	124225
1652	MARSHALL VOLUNTEER FIRE RELIEF ASSOCIATION	03/22/2024	Regular	0.00	10,977.00	124249
6733	MARTI, GEORGE & PAULA	03/15/2024	Regular	0.00	302.40	124226
6586	MCDYER TOOLS	03/22/2024	Regular	0.00	744.00	124250
7583	MD PROPERTY GROUP	03/22/2024	Regular	0.00	2,000.00	124251
7077	MEDSURETY, LLC	03/15/2024	Bank Draft	0.00	10,574.33	DFT0003746
7077	MEDSURETY, LLC	03/15/2024	Bank Draft	0.00	6,667.08	DFT0003751
7077	MEDSURETY, LLC	03/22/2024	Bank Draft	0.00	2,121.26	DFT0003763
7077	MEDSURETY, LLC	03/15/2024	Bank Draft	0.00	229.18	DFT0003765
2719	MELLENTHIN, CODY	03/15/2024	EFT	0.00	20.00	16011
4980	MENARDS INC	03/15/2024	EFT	0.00	65.89	16012
4980	MENARDS INC	03/22/2024	EFT	0.00	402.22	16065
1688	MINNESOTA COUNCIL OF AIRPORTS	03/22/2024	Regular	0.00	150.00	124252
1818	MINNESOTA DEPARTMENT OF REVENUE	03/15/2024	Bank Draft	0.00	11,778.38	DFT0003755
1818	MINNESOTA DEPARTMENT OF REVENUE	03/15/2024	Bank Draft	0.00	215.74	DFT0003761
1774	MINNESOTA DEPARTMENT OF LABOR & INDUSTRY	03/22/2024	Regular	0.00	19.00	124253
7585	MINNESOTA LICENSED BEVERAGE ASSOCIATION	03/22/2024	Regular	0.00	360.00	124254
1813	MINNESOTA POLLUTION CONTROL AGENCY	03/22/2024	Regular	0.00	23.00	124255
7422	MINNESOTA STATE ARMORY BUILDING COMMISSION	03/15/2024	Regular	0.00	17.97	124227
3669	MINNESOTA STATE RETIREMENT SYSTEM	03/15/2024	Bank Draft	0.00	10,611.59	DFT0003749
1839	MINNESOTA VALLEY TESTING LABS INC	03/22/2024	EFT	0.00	196.00	16066
1757	MN CHILD SUPPORT PAYMENT CENTER	03/15/2024	Bank Draft	0.00	386.70	DFT0003744
1757	MN CHILD SUPPORT PAYMENT CENTER	03/15/2024	Bank Draft	0.00	170.74	DFT0003745
3306	MONTERROSO, JONATHAN	03/15/2024	EFT	0.00	148.00	16013
7575	NATIONAL ENERGY CONTROL CORP	03/15/2024	Regular	0.00	131.22	124228
2512	NATIONWIDE RETIREMENT	03/15/2024	Bank Draft	0.00	100.00	DFT0003740
2512	NATIONWIDE RETIREMENT	03/15/2024	Bank Draft	0.00	275.00	DFT0003756
2512	NATIONWIDE RETIREMENT	03/15/2024	Bank Draft	0.00	1,249.43	DFT0003757
1923	NCPERS MN GROUP LIFE INS.	03/22/2024	EFT	0.00	240.00	16067
1938	NEWMAN SIGNS	03/22/2024	EFT	0.00	1,141.02	16068
1945	NORM'S GTC	03/15/2024	Regular	0.00	43.60	124229
1945	NORM'S GTC	03/22/2024	Regular	0.00	348.59	124256
7230	NORTHERN STATES SUPPLY, INC	03/15/2024	EFT	0.00	36.77	16014
6463	OFFICE OF MNIT SERVICES	03/22/2024	Regular	0.00	709.62	124257
3809	O'REILLY AUTOMOTIVE STORES, INC	03/15/2024	EFT	0.00	149.00	16015
3809	O'REILLY AUTOMOTIVE STORES, INC	03/22/2024	EFT	0.00	129.49	16069
1243	PATZERS INC	03/15/2024	EFT	0.00	327.17	16016
2019	PAUSTIS WINE COMPANY	03/15/2024	EFT	0.00	3,215.25	16017
5707	PAYPAL INC	03/15/2024	Bank Draft	0.00	29.99	DFT0003764
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	03/22/2024	EFT	0.00	67.50	16070
2028	PERA OF MINNESOTA REG	03/15/2024	Bank Draft	0.00	57,002.12	DFT0003747
1163	PRZYBILLA, SCOTT	03/22/2024	EFT	0.00	167.81	16071
6166	PULVER MOTOR SVC, LLC	03/15/2024	EFT	0.00	255.33	16018
7322	QUADIENT FINANCE USA, INC	03/22/2024	Regular	0.00	500.00	124258
5964	R.M. COTTON COMPANY	03/22/2024	EFT	0.00	1,389.06	16072
3455	RIEDEL SHOES, INC.	03/22/2024	Regular	0.00	99.00	124259
7581	RIVER'S EDGE CONVENTION CENTER	03/15/2024	Regular	0.00	70.00	124230
0707	ROADSIDE DEVELOPERS INC	03/15/2024	Regular	0.00	1,920.00	124231

Council Check Report

Date Range: 03/15/2024 - 03/26/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5180	RTVISION INC	03/22/2024	EFT	0.00	7,500.00	16073
2201	RUNNING SUPPLY, INC	03/15/2024	EFT	0.00	80.39	16019
3687	SHETEK ENVIRONMENTAL LEARNING CENTER	03/15/2024	Regular	0.00	81.44	124232
6251	SHRED RIGHT	03/15/2024	EFT	0.00	42.53	16020
4009	SKY PRINTING, INC.	03/22/2024	Regular	0.00	63.65	124260
4855	SOUTHERN GLAZER'S	03/15/2024	EFT	0.00	5,232.29	16021
4855	SOUTHERN GLAZER'S	03/22/2024	EFT	0.00	11,961.89	16074
7526	STERICYCLE, INC.	03/15/2024	Regular	0.00	125.78	124233
6800	STOCKWELL ENGINEERS	03/15/2024	EFT	0.00	134,230.00	16022
6706	SUN LIFE FINANCIAL	03/22/2024	EFT	0.00	1,616.07	16075
6137	TEIGS LAWN CARE & LANDSCAPING, LLC	03/22/2024	Regular	0.00	90.00	124261
0875	THE COMPUTER MAN INC	03/15/2024	EFT	0.00	9,341.00	16023
2428	TITAN MACHINERY	03/22/2024	EFT	0.00	47.20	16076
7573	TUNDRALAND HOME IMPROVEMENTS	03/15/2024	Regular	0.00	239.23	124234
3538	TURFWERKS	03/15/2024	EFT	0.00	19,265.00	16024
5106	ULINE	03/22/2024	EFT	0.00	852.97	16077
7377	URRY, MCKENZIE	03/15/2024	EFT	0.00	61.82	16025
7036	US BANK	03/22/2024	EFT	0.00	265,900.00	16078
3443	VALIC DEFERRED COMP	03/15/2024	Bank Draft	0.00	1,055.77	DFT0003741
3443	VALIC DEFERRED COMP	03/15/2024	Bank Draft	0.00	1,396.15	DFT0003742
7576	VAN HYFTE, MELISSA	03/15/2024	Regular	0.00	80.00	124235
4489	VERIZON WIRELESS	03/15/2024	EFT	0.00	39.02	16026
4489	VERIZON WIRELESS	03/22/2024	EFT	0.00	1,454.08	16079
4489	VERIZON WIRELESS	03/22/2024	EFT	0.00	440.13	16080
2538	VIKING COCA COLA BOTTLING CO.	03/15/2024	EFT	0.00	591.85	16027
2538	VIKING COCA COLA BOTTLING CO.	03/22/2024	EFT	0.00	182.55	16081
4594	VINOCOPIA INC	03/22/2024	EFT	0.00	948.00	16082
6085	VOYA - INVESTORS CHOICE	03/15/2024	Bank Draft	0.00	2,243.26	DFT0003750
2595	WESTERN PRINT GROUP	03/15/2024	EFT	0.00	55.00	16028
3414	WHERRY, BRENT	03/22/2024	Regular	0.00	500.00	124262
6082	ZEUG, THOMAS	03/22/2024	EFT	0.00	3,175.00	16083
2632	ZIEGLER INC	03/22/2024	EFT	0.00	2,252.70	16084

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	88	51	0.00	103,208.46
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	40	40	0.00	345,697.73
EFT's	232	117	39.96	635,606.81
	360	208	39.96	1,084,513.00

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	88	51	0.00	103,208.46
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	40	40	0.00	345,697.73
EFT's	232	117	39.96	635,606.81
	360	208	39.96	1,084,513.00

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	3/2024	1,084,513.00
			1,084,513.00

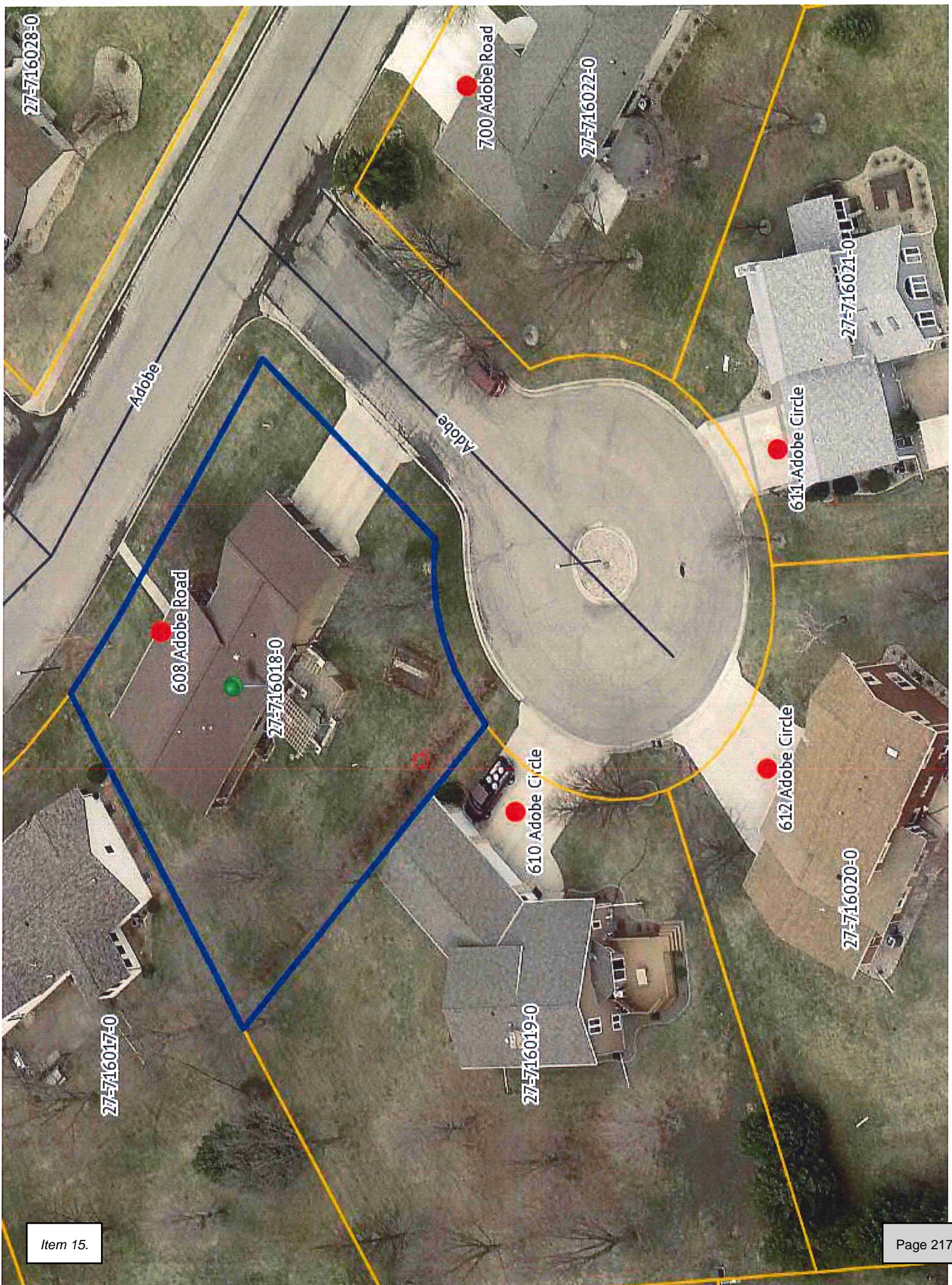
**CITY OF MARSHALL, MINNESOTA
PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS**

3/26/2024

PROJECT #:	Coding	DATE		CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2022 Prior Payments	2023 Prior Payments	2024 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE
CH1	494-43300-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	749,360.00	5,779,560.00	66,794.00				11,822.00	-	100.00%
ST-009	481-43300-55170	3/14/2023	W. Lyon Street/N. 3rd Street Reconstruction	R & G Construction Co.	3,845,497.31	39,670.13	3,885,167.44		3,518,016.32			35,535.52	331,615.60	91.46%
PK-092	481-45200-55120	4/11/2023	Amateur Sports Center Shelter & Storage-Ball Field	Doom & Cuyper's Construction, Inc.	171,642.00	6,078.00	177,720.00		177,000.00			-	720.00	99.59%
AP-007	480-43400-55170	2022	Crack Filling w/Sealcoat	City Staff - Street/Airport	75,000.00		75,000.00			51,540.63			23,459.37	68.72%
AP-003	482-43400-55120	2/13/2024	SRE Building	Sussner Construction	2,913,100.00		2,913,100.00						2,913,100.00	0.00%
ST-012	482-43300-55170	2/27/2024	S Whitney (E College to Jean)	D & G Excavating	1,565,706.60		1,565,706.60						1,565,706.60	0.00%
					<u>13,601,145.91</u>	<u>795,108.13</u>	<u>14,396,254.04</u>	<u>118,334.63</u>	<u>3,695,016.32</u>	<u>0.00</u>	<u>0.00</u>	<u>47,357.52</u>	<u>4,834,601.57</u>	

**CITY OF MARSHALL
AGENDA ITEM REPORT
COUNCIL 3/26/24**

Presenter:	Ilya Gutman
Meeting Date:	Tuesday, March 26, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider the request for a Variance Adjustment Permit for a reduced front yard setback at 608 Adobe Road
Background Information:	<p>This is a request from the property owner to construct a 20-foot garage addition to an existing garage, which will result in only about 12-foot front setback, or a reduction of about 50% from required. Constructing a 14-foot-wide addition will provide an almost 17-foot setback to the garage corner, about a 30% reduction. Required setback is 25 feet on all public streets, including circles.</p> <p>By State Statutes and City Ordinance, granting of a variance may be permitted only if the request meets the “practical difficulties” test, which requires that proposed use is reasonable, that the problem is caused by conditions that are unique to this property, and that granting the variance will not change the character of the area.</p> <p>Upon review, city staff believes that the argument could be made that this proposal generally meets first and third parts of the test: Extending garage is a reasonable idea and, since only a corner of the proposed addition will stick into required front yard, the character of the area will not change; however, there seems to be nothing unique in this property, as there are many other similar cul-de-sac lots in town.</p> <p>The Planning Commission conducted a public hearing and recommended denial.</p> <p>The variance regulations and procedures are found in Section 86-29. A property aerial photo and a drawing are attached for reference.</p>
Fiscal Impact:	None known.
Alternative/Variations:	Approve the request by Randy VanLeeuwe for a Variance Adjustment Permit for a reduced front yard setback to 16 feet in lieu of required 25 feet with the condition that the new garage addition is 14 feet wide.
Recommendations:	Deny the request by Randy VanLeeuwe for a Variance Adjustment Permit for a reduced front yard setback.



27-716028-0

700 Adobe Road

27-716022-0

27-716021-0

611 Adobe Circle

Adobe

Adobe

608 Adobe Road

27-716018-0

612 Adobe Circle

27-716020-0

610 Adobe Circle

27-716017-0

27-716019-0



Presenter:	Jason Anderson
Meeting Date:	Tuesday, March 26, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project ST-007: UCAP Bus Shelter Project - Memorandum of Understanding (MOU) between Community Transit of United Community Action Partnership (UCAP) and the City of Marshall
Background Information:	<p>Attached for Council review is the Memorandum of Understanding between Community Transit of United Community Action Partnership (UCAP) and the City of Marshall.</p> <p>This project is included in the 2024 capital improvement plan (CIP). Community Transit of United Community Action Partnership (UCAP Transit) has been awarded a grant project that totals \$207,000, including grant dollars and local match. UCAP Transit approached City staff in 2021 regarding the engineering and construction administration of this project, which includes the installation of bus shelters and ADA sidewalk improvements at various locations as follows: Camden Drive/Riverview Apartments, Freedom Park/Dogwood Ave, Susan Drive/Baseline Road, N 4th Street/Darlene Drive (maps attached). Most of the improvements will be in city right-of-way.</p> <p>UCAP Transit will be responsible for all capital outlay for this project, and the City will serve as the project sponsor for the grant and the engineer of record for the project.</p> <p>Included in the packet is a Memorandum of Understanding between UCAP Transit and the City of Marshall, as well as proposed bus shelter locations. This Agreement supersedes the Memorandum of Understanding executed by UCAP on 01/19/2022 and the City of Marshall on 11/23/2021 (copy attached).</p> <p>This project is similar to the UCAP Transit Bus Shelter project (Z52) that the City administered on behalf of UCAP Transit in 2020 where shelters and associated sidewalk improvements were installed at N 4th Street/Redwood, S 4th Street/Stephen, and Birch Street near Village Drive.</p> <p>This project has been reviewed at the following previous meetings: PI/T 11/22/2021, City Council 11/23/2021, and PI/T 02/13/2024.</p>
Fiscal Impact:	The project's grant match will be provided by UCAP Transit. There is no direct cost to the City of Marshall. The City's contribution is the professional staff hours required to create, administer, and deliver the construction project for UCAP Transit. The City will charge the cost of engineering and administering the project to UCAP in the amount of 16% of project costs, estimated at \$33,120.
Alternative/Variations:	No alternative actions recommended.
Recommendations:	that the Council authorize the execution of the attached Memorandum of Understanding between Community Transit of United Community Action Partnership and the City of Marshall.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COMMUNITY TRANSIT OF UNITED COMMUNITY ACTION PARTNERSHIP
AND
CITY OF MARSHALL**

THIS AGREEMENT, is made on _____, 2024 (“Effective Date”) by and between **Community Transit of United Community Action Partnership**, 1400 South Saratoga St. Marshall, MN 56258 (“UCAP”) and the **City of Marshall**, 344 West Main St. Marshall, MN 56258 (the “City”), collectively referred to as “the Parties”, represents a mutual understanding between the parties.

WHEREAS, UCAP has been awarded grant funds under the Minnesota Department of Transportation Large Capital Grant Program; and

WHEREAS, these funds will be utilized to fund Project ST-007: UCAP Bus Shelter Construction Project (“the Project”), for purposes to improve the accessibility and safety of pedestrians who ride public transportation and wait at route stops in the City of Marshall; and

WHEREAS, reconstruction and extension of sidewalks to and from established bus stops will be created to meet ADA standards and passenger shelters will be installed to improve safety for passengers waiting for the bus; and

WHEREAS, an application requesting \$207,000 was awarded where the breakdown is 80 percent State/20 percent Local Share of eligible items; and

WHEREAS, the project will benefit the public in the City by making public transportation more accessible and safe; and

WHEREAS, City engineering staff has expertise in planning these types of improvements.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

RESPONSIBILITIES OF PARTIES

- 1) UCAP will be responsible for the following:
 - a. Will provide local financial support of 20% of the project’s total cost, not to exceed \$207,000 without requiring further consent and agreement from UCAP.
 - b. Will enter a grant agreement with MNDOT.
 - c. Will administer funds and supply payments for project.
 - d. Will serve as the responsible party that contracts with the contractor for construction of the improvements.
 - e. Will provide public involvement of the project through public meetings and solicitation of comments.
 - f. Will pay City of Marshall for engineering services within fourteen (14) days of receiving invoice from City. Engineering costs will be calculated as 16% of the final construction cost for the project. Costs are estimated at \$33,120, based on a \$207,000 construction contract.
 - g. Will be responsible for snow removal, maintenance, and general accessibility of the bus shelter areas.

- 2) The City of Marshall will be responsible for engineering services for the project identified as the Project above.
 - a. Will provide engineering design, project inspection, and general project administration of the

- construction of sidewalks, curbs, installation of shelters, and other safety features identified in the project.
- b. Will facilitate a construction contract between UCAP and the Contractor and initiate a notice to proceed on the project.
 - c. Will generate project pay requests to identify construction project payment amounts owed to the contractor and submit pay requests monthly and in a timely manner for UCAP processing and payment.
 - d. Will invoice UCAP for engineering services, in a lump sum amount, and estimated at \$33,120, upon project substantial completion. Substantial completion is defined as October 4, 2024.

TERM OF AGREEMENT

This agreement shall remain in effect from the Effective Date until completion of the project and final billing of UCAP by the City or until either party provides written notice to the other of its intention to cancel.

AMENDMENT

This Agreement may be amended or modified as mutually agreed upon by the Parties.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this this Agreement in accordance with the provisions of the law and regulations that govern their activities.

If at any time either Party is unable to perform their duties or responsibilities under this Agreement consistent with such Party's statutory and regulatory mandates, the affected Party shall either (i) immediately provide written notice to the other Party to establish a date for resolution of the matter; or (ii) if no resolution is possible, then provide notice of termination as provided in this this Agreement.

NOTICE

Any notice or communication required or permitted under this this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

SEVERABILITY CLAUSE

In the event that any provision of this this Agreement shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties. If a court should find that any provision of this this Agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, said provision shall be deemed to be written, construed and enforced as so limited.

ASSIGNMENT

Neither Party to this Agreement may assign or transfer the responsibilities or agreement made herein.

DATA PRACTICES

The Parties understand that the City is a public entity subject to Data Practices laws and that the Parties must comply with those laws.

ENTIRE UNDERSTANDING

This Agreement supersedes the Memorandum of Understanding executed by UCAP on 01/19/2022 and the City of Marshall on 11/23/2021.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

Executed on 03/18/2024

Executed on _____

Debi Brandt

Deb Brandt, Executive Director
United Community Action Partnership

Robert J. Byrnes, Mayor
City of Marshall

Attested to by:

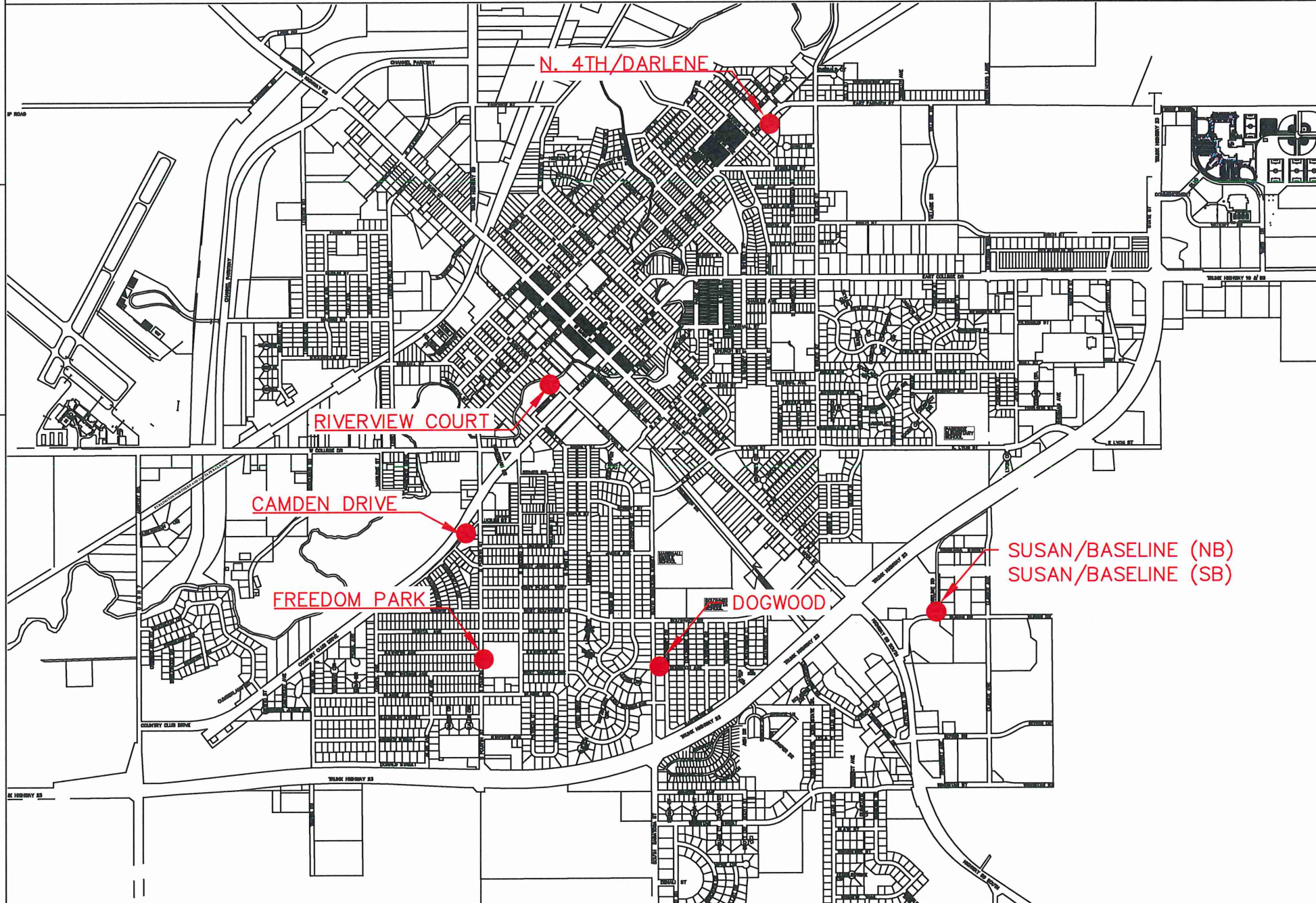
City Clerk

State Of Minnesota City of Marshall, Minnesota Project Number ST-007

Construction Plans for Sidewalk, Curb and Gutter, Bus Stop Construction, and Miscellaneous Work

UCAP Bus Shelter Construction Project

Various Locations in Sections 3, 4, 5, 9, and 10
T111N, R41W



INDEX

SHEET NO.	DESCRIPTION
1	Title Sheet
2	Estimated Quantities
3	Construction Notes
4	Typical Sections and Details
5	SWPPP Details
6	Traffic Control Sheet
7	Plan Sheets Camden & Riverview
8	Plan Sheets Freedom & Dogwood
9	Plan Sheets Susan & North 4th
10-15	Pedestrian Curb Ramp Details
16-19	Driveway and Sidewalk Details
20	Baseline Easement

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

APPROVED: CITY ENGINEER, MARSHALL MINNESOTA DATE: REG NO 53322

APPROVED: TRANSPORTATION DIRECTOR, UCAP DATE:

LEGEND

EXISTING GAS LINE	
EXISTING FIBER LINE	
EXISTING UNDERGROUND POWER	
EXISTING STREET LIGHT	
EXISTING CATCH BASIN	
EXISTING STORM MANHOLE	
EXISTING SANITARY MANHOLE	
EXISTING WATER VALVE	
TRUNCATED DOMES	
PROPOSED CURB & GUTTER	
LANDING AREA (4' x 4' MIN. DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS)	
PEDESTRIAN RAMP (SLOPE SHALL BE BETWEEN 5.0% MIN. AND 8.3% MAX. IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%)	
BITUMINOUS PATCHING	
SIDEWALK EASEMENT	

SPECIFICATION REFERENCE

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION AND THE SUPPLEMENTAL SPECIFICATIONS" DATED SEPTEMBER 2022 SHALL GOVERN

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

THE CITY OF MARSHALL STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.

DESIGN DATA

DESIGN SPEED 30 MPH STOPPING SIGHT DISTANCE BASED ON 3.5' HEIGHT OF EYE 0.5' HEIGHT OF OBJECT

SCALES

PLAN	20
PROFILE	N/A
INDEX MAP	1"=100'

DISCLAIMER: AERIAL IMAGERY SHOWN ON REMOVAL AND PLAN SHEETS ARE FOR REFERENCE PURPOSES ONLY. IMAGERY SHOWN MAY NOT MATCH SURVEY DATA.

DESIGNED BY: G.J.S.

DRAWN BY: G.J.S.

Item 16. R.A.

SCALE: 1"=100'

DATE	REVISIONS	INIT.



ENGINEERING DEPARTMENT
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

UCAP BUS SHELTER CONSTRUCTION PROJECT

TITLE SHEET

CITY PROJECT NO.
ST-007

STATE AID PROJECT NO.

DATE
11/9/2022

SHEET NO.
Page 223

Camden Drive Removals

CAMDEN DRIVE

Removal	Unit
Common Excavation	3.3 Cu.Yds

REMOVE 3.3 CU.YDS. COMMON EXCAVATION

SOUTH 4TH ST.

Riverview Apt. Removals

Removal	Unit
Common Excavation	2.1 Cu.Yds

SOUTH SARATOGA

Camden Drive Install

CAMDEN DRIVE

Install	Units
6" Concrete Landing	40 SF
6" Topsoil Approx. 1' Wide 6" Deep	0.6 Cu. Yd.
Small Shelter	1
Small foundation	1

6" CONCRETE

EXISTING 4" SIDEWALK

1-FOUNDATION
1-SHELTER

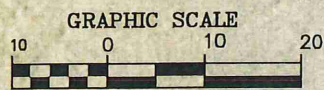
SOUTH 4TH ST.

Riverview Apt. Install

Install	Units
6" Topsoil Approx. 1' Wide 6" Deep	0.4 Cu. Yd.
Small Shelter	1
Small foundation	1

1-FOUNDATION
1-SHELTER

SOUTH SARATOGA



(IN FEET)
1 inch = 20 ft.



(IN FEET)
1 inch = 20 ft.

DESIGNED BY: G.J.S.	DATE	REVISIONS	INIT.
DR: Item 16			
AP:			
SCALE: 20			



ENGINEERING DEPARTMENT
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

UCAP BUS SHELTER PROJECT

CAMDEN DRIVE & RIVERVIEW APT.

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

DATE: _____ LICENSE NO. 53322

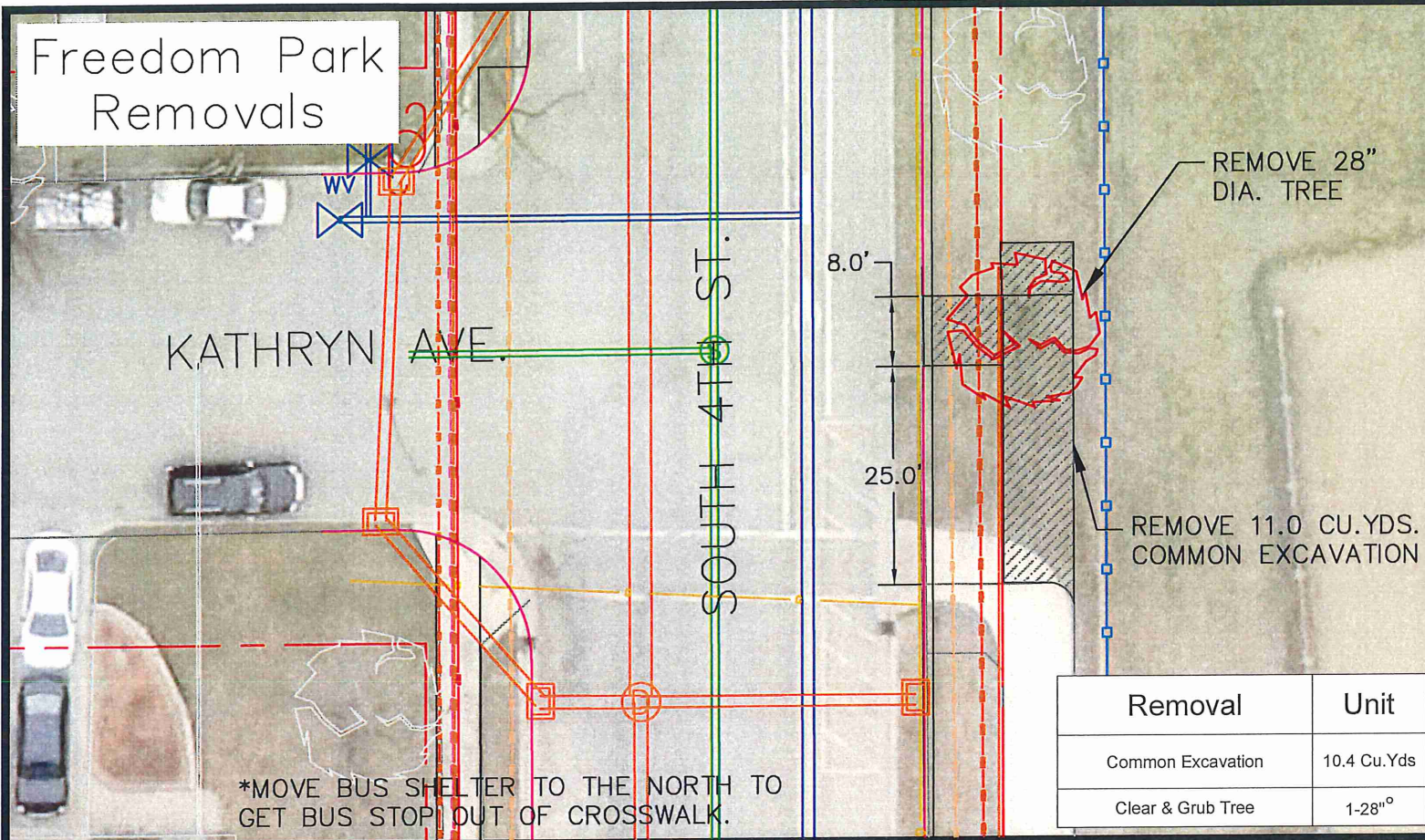
CITY PROJECT NO. ST-007

STATE AID PROJECT NO.

DATE 11/9/2022

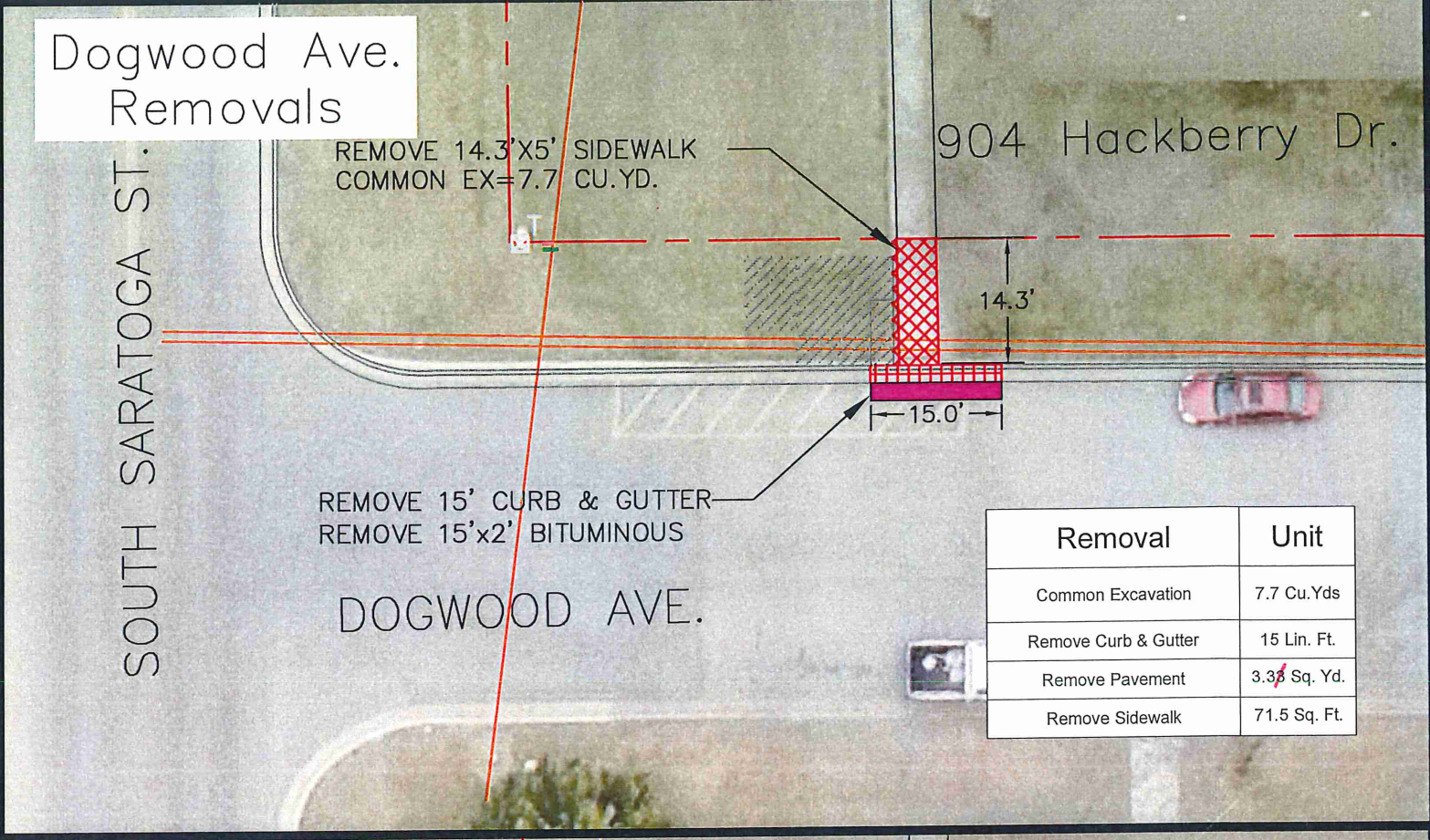
Page 224

Freedom Park Removals



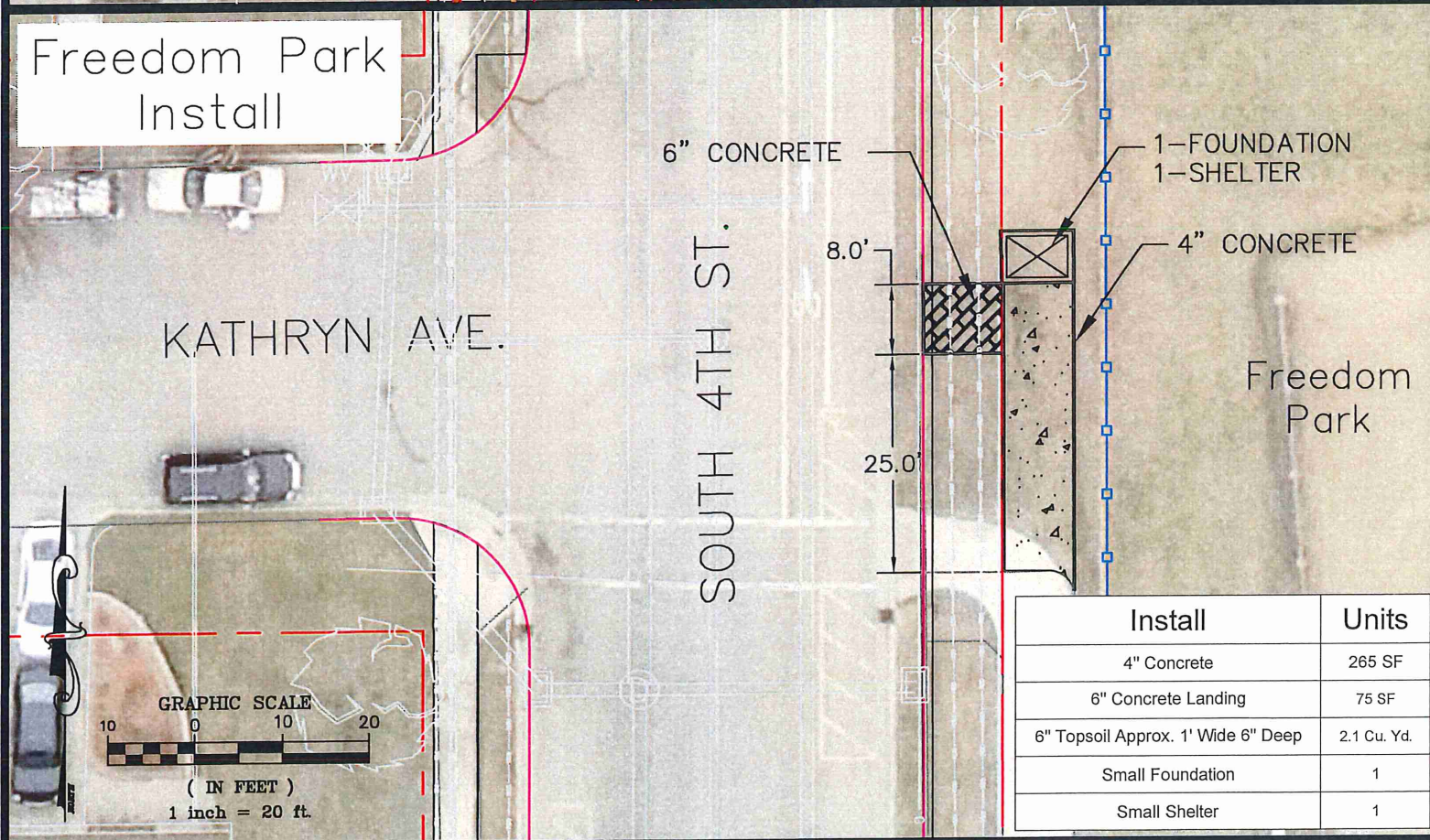
Removal	Unit
Common Excavation	10.4 Cu.Yds
Clear & Grub Tree	1-28" ^o

Dogwood Ave. Removals



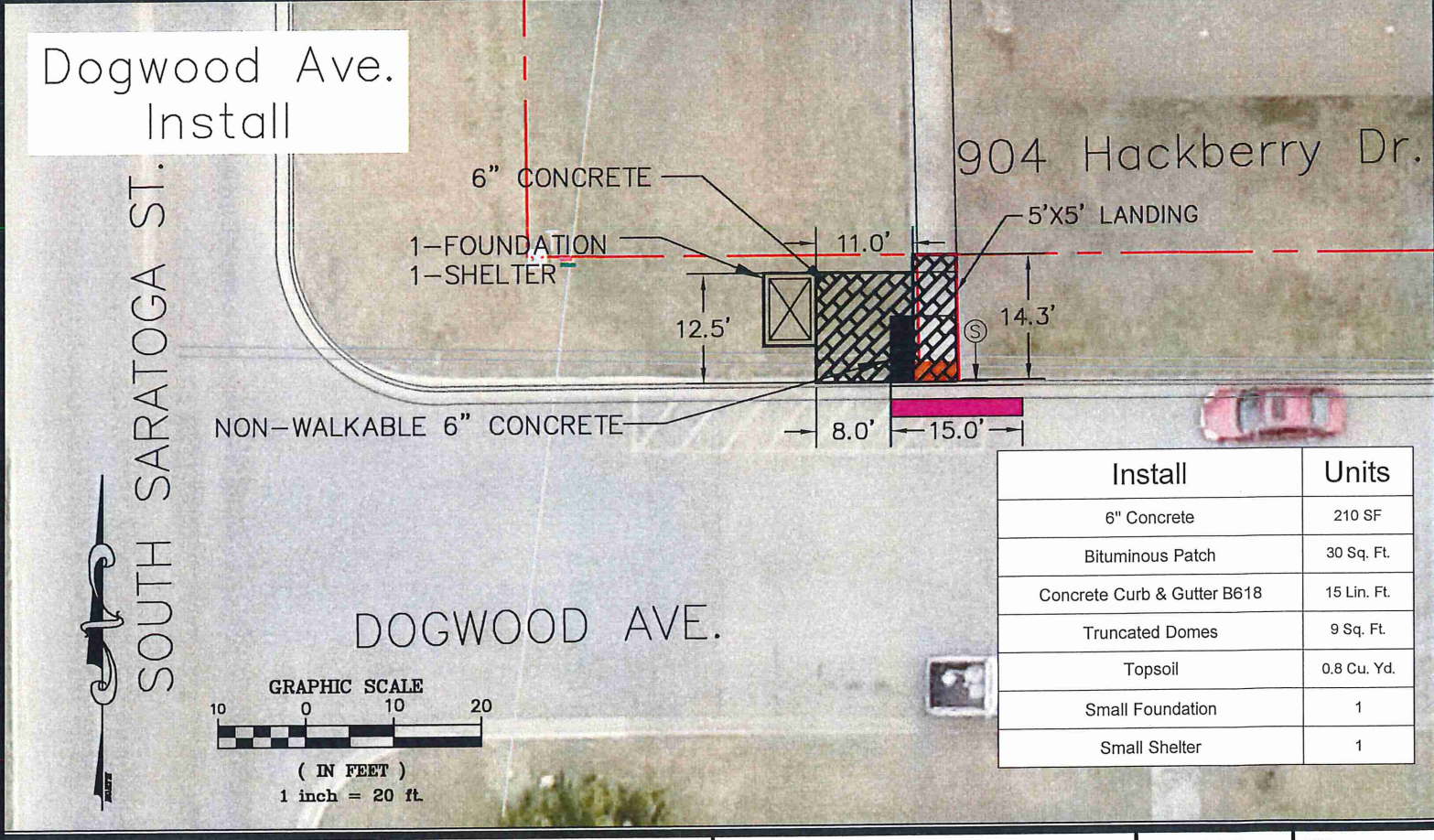
Removal	Unit
Common Excavation	7.7 Cu.Yds
Remove Curb & Gutter	15 Lin. Ft.
Remove Pavement	3.3 3 Sq. Yd.
Remove Sidewalk	71.5 Sq. Ft.

Freedom Park Install

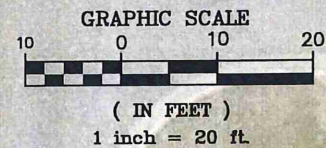
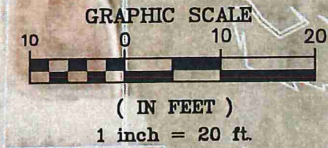


Install	Units
4" Concrete	265 SF
6" Concrete Landing	75 SF
6" Topsoil Approx. 1' Wide 6" Deep	2.1 Cu. Yd.
Small Foundation	1
Small Shelter	1

Dogwood Ave. Install



Install	Units
6" Concrete	210 SF
Bituminous Patch	30 Sq. Ft.
Concrete Curb & Gutter B618	15 Lin. Ft.
Truncated Domes	9 Sq. Ft.
Topsoil	0.8 Cu. Yd.
Small Foundation	1
Small Shelter	1



DESIGNED BY: G.J.S.	DATE	REVISIONS	INT.
Item 16. G.J.S.			
J.R.A.			
SCALE: 20			

MARSHALL

ENGINEERING DEPARTMENT
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

UCAP BUS SHELTER PROJECT

FREEDOM PARK & DOGWOOD AVE.

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

DATE: _____ LICENSE NO. 53322

CITY PROJECT NO. ST-007	DATE 11/9/2022
STATE AID PROJECT NO. S	Page 225

Susan & Baseline Removal

REMOVE 6.6 CU.YDS. COMMON EXCAVATION

REMOVE 2-12" DIA. TREE

REMOVE 90 SQ. FT. SIDEWALK

REMOVE 4.1 CU.YDS. COMMON EXCAVATION

Removal	Unit
Common Excavation East	4.1 Cu.Yds
Remove Sidewalk East	90 Sq. Ft.
Clear & Grub Tree West	2-12" ^o
Common Excavation West	9.1 Cu.Yds

North 4th Removals

Removal	Unit
Common Excavation	6.6 Cu.Yds
Remove Sidewalk	175 Sq. Ft.

REMOVE 6.6 CU.YDS. COMMON EXCAVATION

*DEPRESS SIDEWALK SO LANDING WILL BE LESS STEEP.

Susan & Baseline Install

1-FOUNDATION
1-SHELTER

6" CONCRETE

1-FOUNDATION
1-SHELTER

4" SIDEWALK

Install	Units
4" Concrete Sidewalk East	90 Sq. Ft.
6" Concrete Walk East	33 Sq. Ft.
Topsoil East	1 Cu. Yd.
Small Foundation East	1
Small Shelter East	1
4" Concrete Sidewalk West	185 Sq. Ft.
6" Concrete Walk West	80 Sq. Ft.
Topsoil West	2 Cu. Yd.
Small Foundation West	1
Small Shelter West	1

North 4th Install

Install	Units
Topsoil	1.5 Cu. Yd.
4" Concrete Sidewalk	175 Sq. Ft.
6" Concrete Walk	77 Sq. Ft.
Small Foundation	1
Small Shelter	1

6" CONCRETE

1-FOUNDATION
1-SHELTER

4" CONCRETE

DESIGNED BY: G.J.S.	DATE	REVISIONS	INIT.
DRAWN BY: G.J.S.			
Item 16. J.R.A.			
SCALE: 20			

MARSHALL
ENGINEERING DEPARTMENT
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

UCAP BUS SHELTER PROJECT
SUSAN, BASELINE & NORTH 4TH

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
DATE: _____ LICENSE NO. 53322

CITY PROJECT NO. ST-007 DATE 11/9/2022
STATE AID PROJECT NO. SH Page 226

**SUPERSEDED VIA
COUNCIL ACTION 03/26/2024**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COMMUNITY TRANSIT OF UNITED COMMUNITY ACTION PARTNERSHIP
AND
CITY OF MARSHALL**

THIS AGREEMENT, as set forth herein between **Community Transit of United Community Action Partnership** and the **City of Marshall**, represents a mutual understanding between these parties that United Community Action Partnership has been awarded grant funds under the Minnesota Department of Transportation Large Capital Grant Program. The purpose for these funds will be to improve the accessibility and safety of pedestrians who ride public transportation and wait at route stops in the city of Marshall. Reconstruction and extension of sidewalks to and from established bus stops will be created to meet ADA standards. Turnouts will be created, and passenger shelters will be installed to improve safety for passengers waiting for the bus. An application requesting \$450,000 was awarded where the breakdown is 80% State/20% Local Share of eligible items.

- 1) UCAP will provide local financial support of 20% of the project's cost not to exceed \$450,000.
 - a. Will enter a contract with MNDOT in the year 2022.
 - b. Administer funds and supply payments for project.
 - c. Will provide public involvement of the project through public meetings and solicitation of comments.

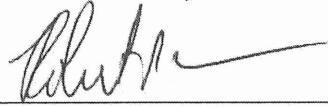
- 2) The City of Marshall will be responsible for sponsoring the project identified as UCAP ADA and Passenger Stop Improvements.
 - a. Will provide engineering services and oversight of the construction of sidewalks, turnouts, installation of shelters and other safety features listed in project.
 - b. Will provide future maintenance of curb, gutter and street of any bus pull off sections.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

Executed on 01/19/2022

Debi Brandt
Deb Brandt, Executive Director
United Community Action Partnership

Executed on 11/23/21


City of Marshall

AGENDA ITEM REPORT

Presenter:	Jason Anderson
Meeting Date:	Tuesday, March 26, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project PK-015: Independence Park Parking Lot – Consider Authorization to Advertise for Bids
Background Information:	<p>This item was presented at the 02/13/2024 Public Improvement/Transportation Committee with a motion passing 3:0 for full sub-cut with concrete surfacing and no curb and gutter.</p> <p>Following the 2/13 PI/T Committee meeting, City Engineering staff met with Community Services staff to discuss the project and its funding. The 2024 capital budget includes \$130,000 for paving this parking lot. Community Services staff has reviewed and identified methods of deferring some Legion Field improvements into future years to accommodate paving the Independence Park Parking Lot in 2024 and including curb and gutter and concrete surfacing.</p> <p>The item was presented again at the 3/4/2024 PI/T Committee meeting where a recommendation was made to bring the project forward with a concrete surface, curb and gutter, and storm sewer work to drain the newly constructed surface. As identified above, other capital improvements at Legion Field will be deferred to cover the higher cost associated with the design of the Independence Park parking lot.</p>
Fiscal Impact:	The engineer’s estimate for the construction portion of the project is \$210,280.50. The total estimated project cost, including 5% allowance for contingencies and 16% for engineering and administrative costs is \$256,122. After discussion with the PI/T Committee and deferring some Legion Field improvements, the CIP has been amended to reflect a budget of \$285,000.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council authorize advertisement for bids for Project PK-015: Independence Park Parking Lot.

State Of Minnesota City of Marshall, Minnesota Project Number PK-015

Construction Plans for Reconstruction, Excavation, Graveling, Bituminous/Concrete Surfacing, and Misc. Work for

INDEPENDENCE PARKING LOT & ENTRANCE ROAD RECONSTRUCTION 1200 East Lyon Street, Parking Lot is Located East of the intersection of Nuese Lane & G Street SECTION 10 T111N, R41W

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3	Typical Section
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5-6	SWPPP Sheets
7	Removal/Joining/Striping Sheet
8	Plan & Profile Sheet
9-12	Pavement Joint Standard Plans

LEGEND

ALIGNMENT STATIONS	_____
EXISTING GAS LINE	_____
EXISTING COMMUNICATION LINE	_____
EXISTING FIBER LINE	— FIB — FIB —
EXISTING UNDERGROUND POWER	— UGP — UGP —
EXISTING STREET LIGHT	⊕
EXISTING CATCH BASIN	□
EXISTING STORM MANHOLE	⊙
EXISTING SANITARY MANHOLE	⊙
EXISTING HYDRANT	⊕
EXISTING WATER VALVE	⊕
NEW CATCH BASIN	□
NEW HYDRANT	⊕
NEW WATER VALVE	⊕
NEW SANITARY MANHOLE	⊙
NEW STORM MANHOLE	⊙
BENCHMARK TOP NUT HYDRANT	⊕

SPECIFICATION REFERENCE

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE SUPPLEMENTAL SPECIFICATIONS DATED SEPTEMBER 2022 SHALL GOVERN

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

THE CITY OF MARSHALL STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.

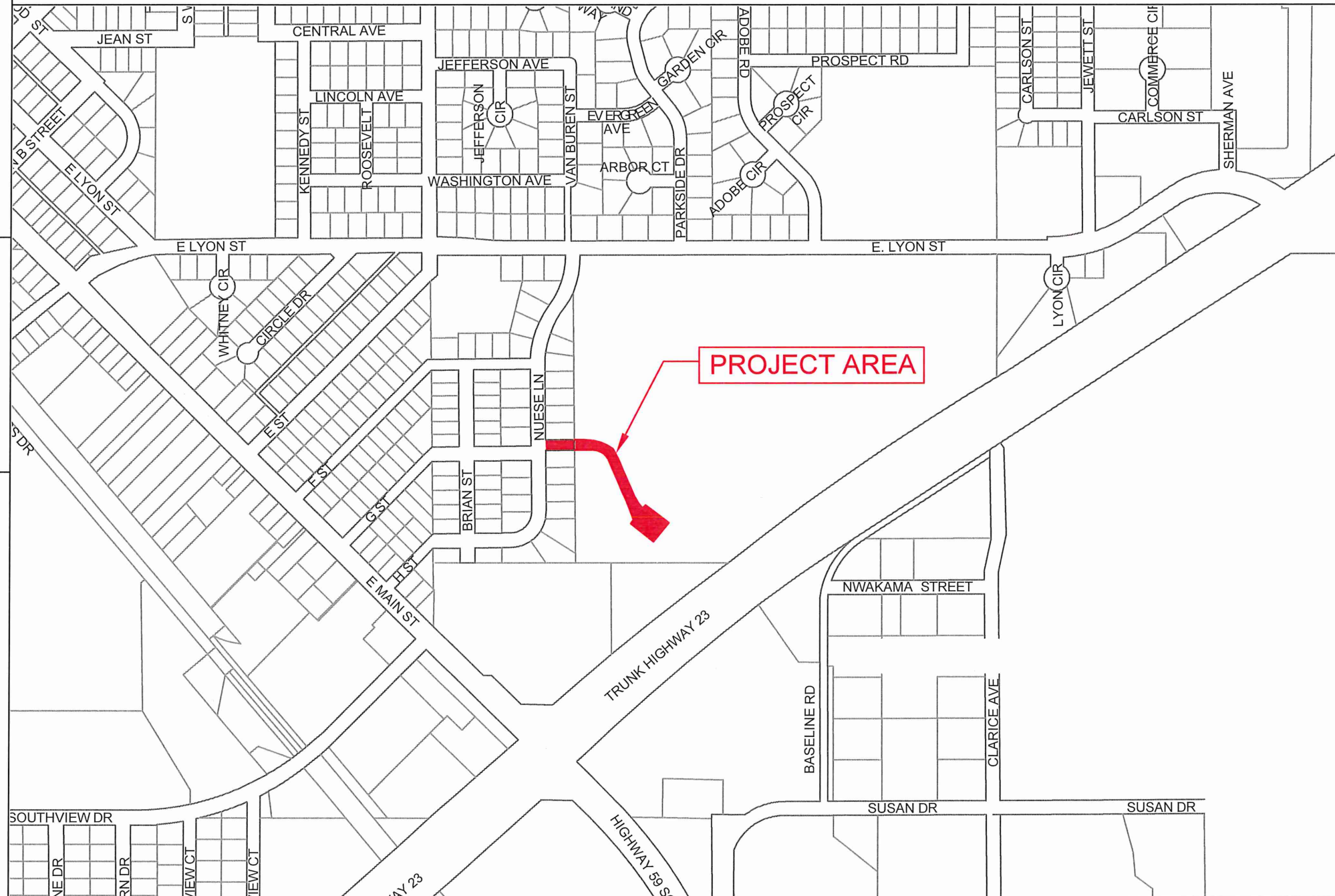
PROJECT AREA

AREA INDEPENDENCE LOT 27,168 SQ.FT. N/A MILES

TOTAL NET AREA 27,168 SQ.FT. N/A MILES

SCALES

PLAN	1"=40'
PROFILE	1"=5'
INDEX MAP	1"=100'
GENERAL LAYOUT	1"=40'




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

APPROVED: CITY ENGINEER, MARSHALL MINNESOTA DATE: 03/15/2024
REG NO 53322

DESIGNED BY: GJS
Item 17.
SCALE: N/A

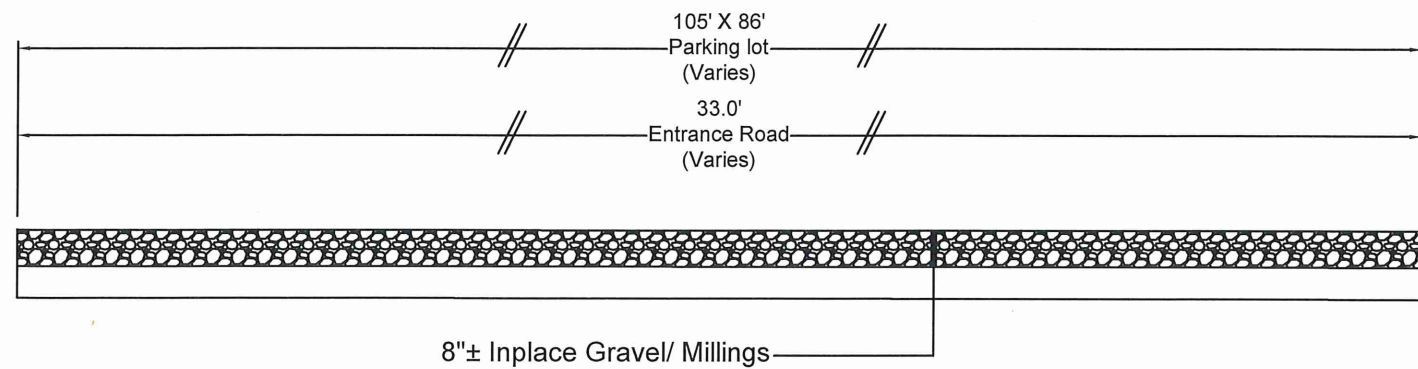
DATE	REVISIONS	INIT.


ENGINEERING DEPARTMENT
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

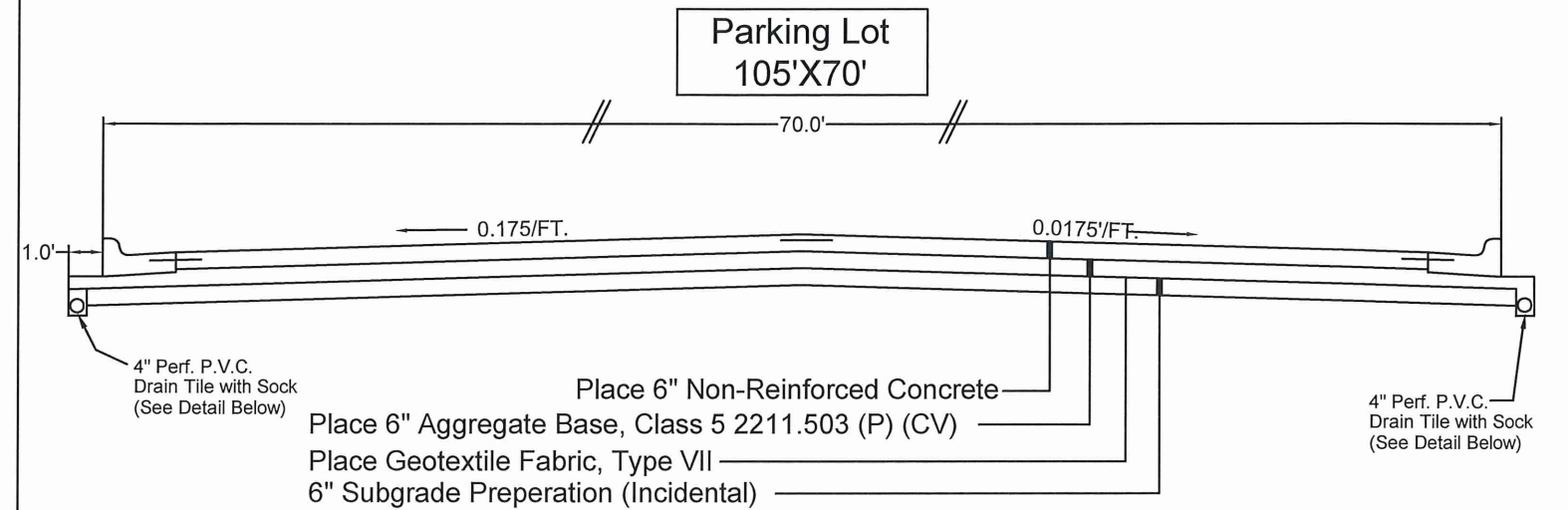
INDEPENDENCE PARKING LOT
TITLE SHEET

CITY PROJECT NO. PK-015	DATE 03/15/2024
STATE AID PROJECT NO.	SHEET Page 229

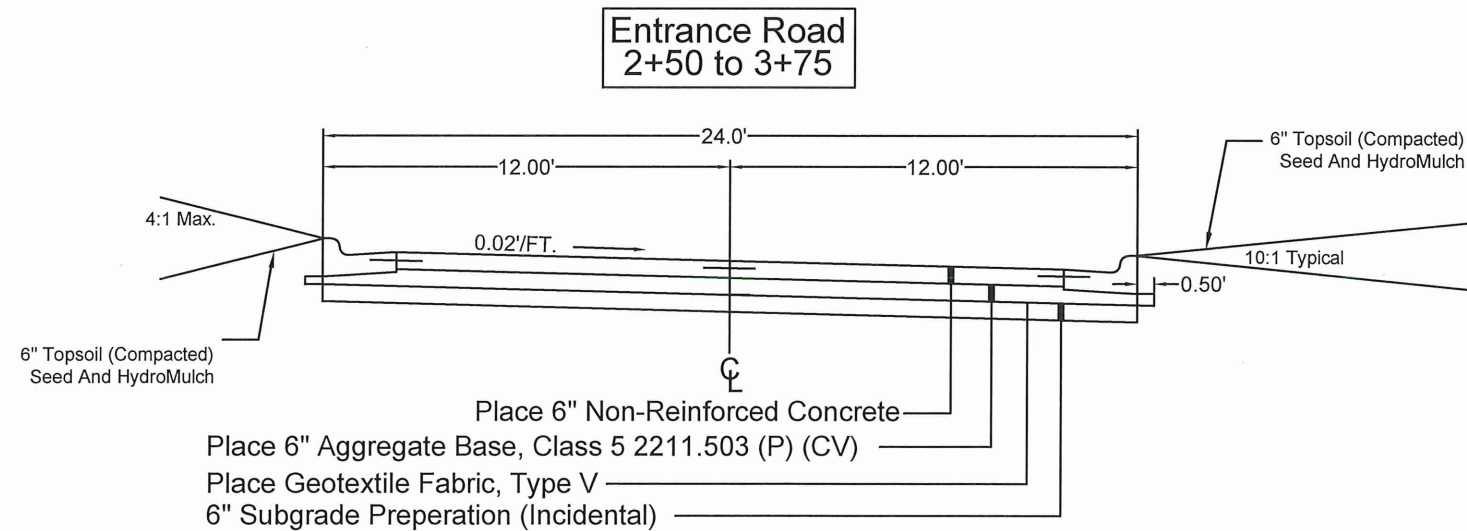
Existing Typical Section



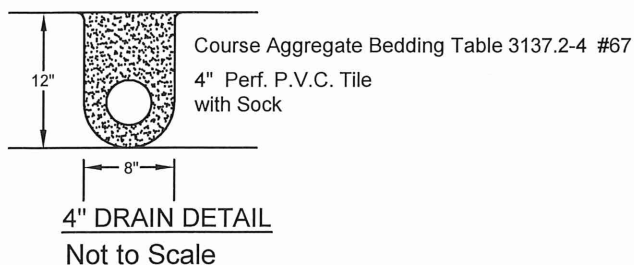
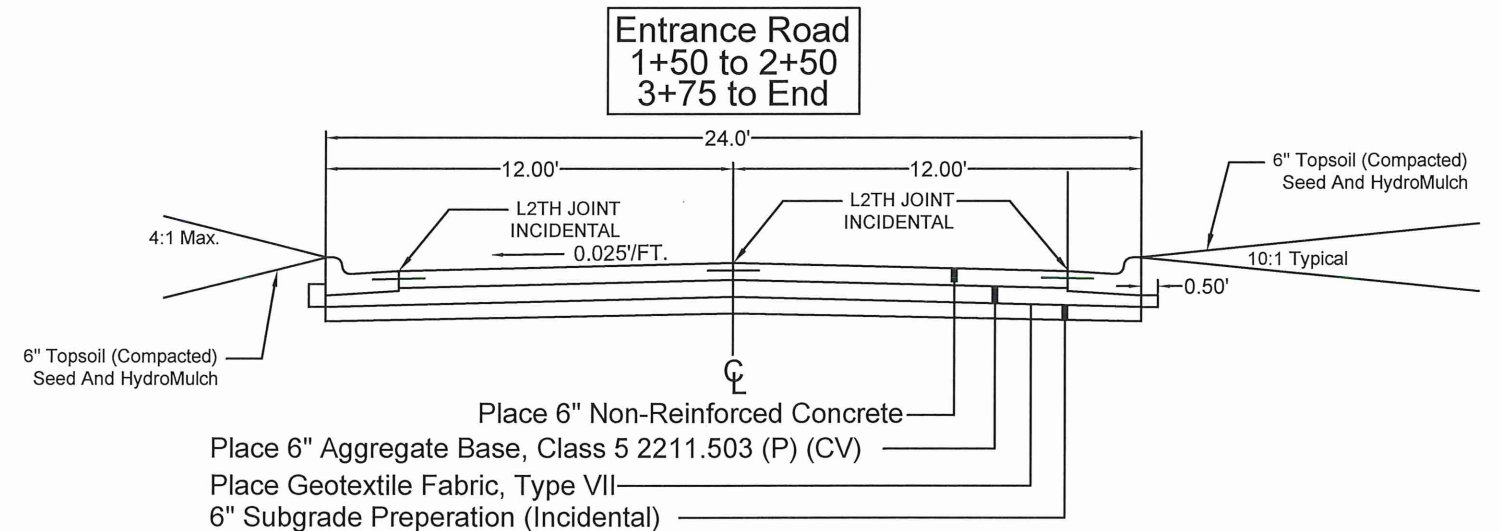
Proposed Typical Section



Proposed Typical Section



Proposed Typical Section



DESIGNED BY: G.J.S.	DATE	REVISIONS	INIT.
Item 17.			
SCALE: NA			



ENGINEERING DEPARTMENT
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

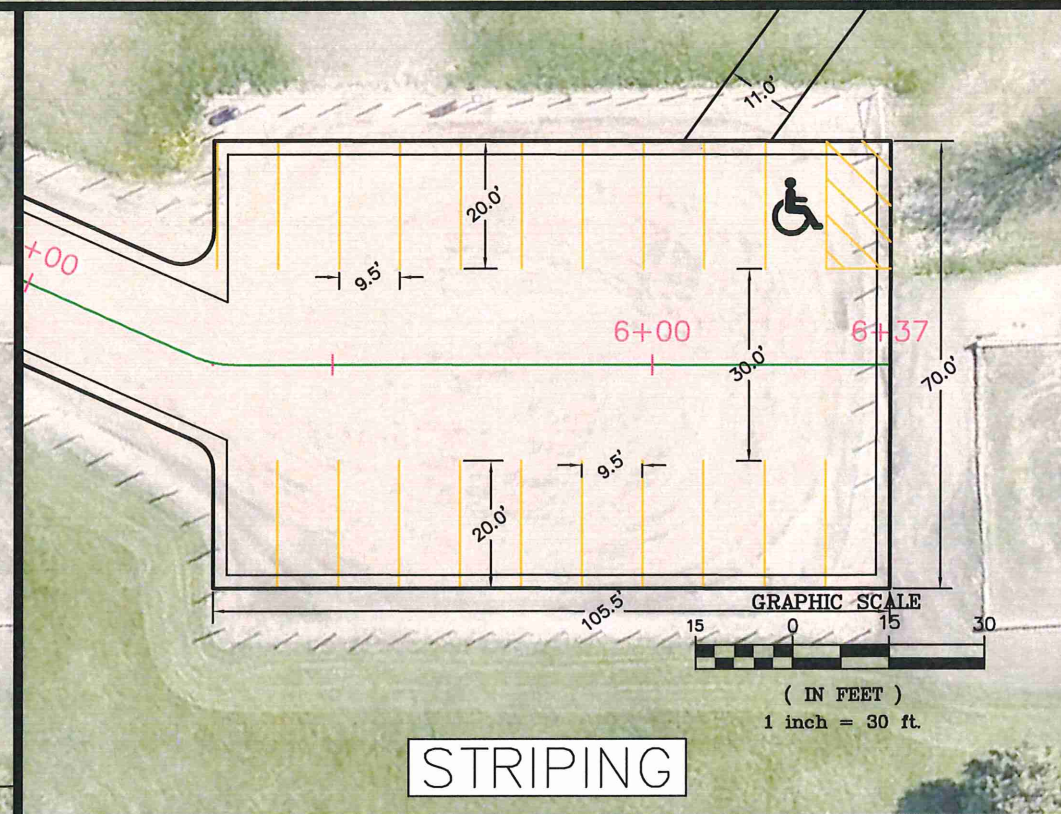
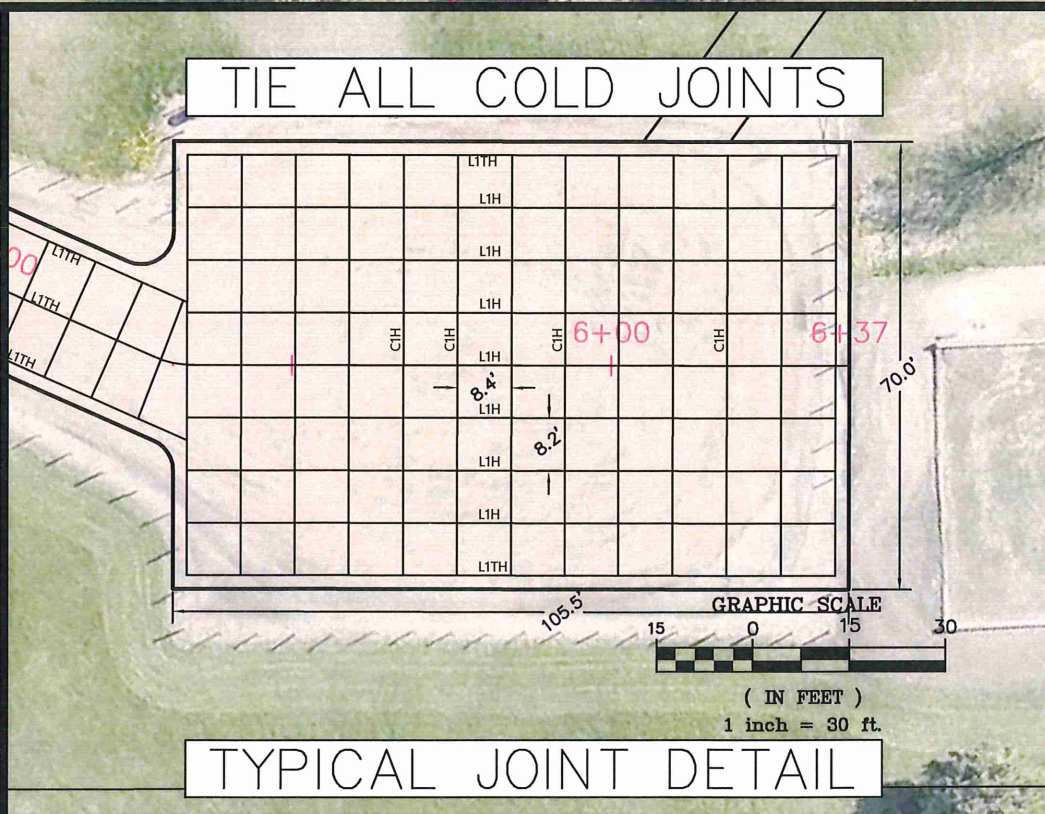
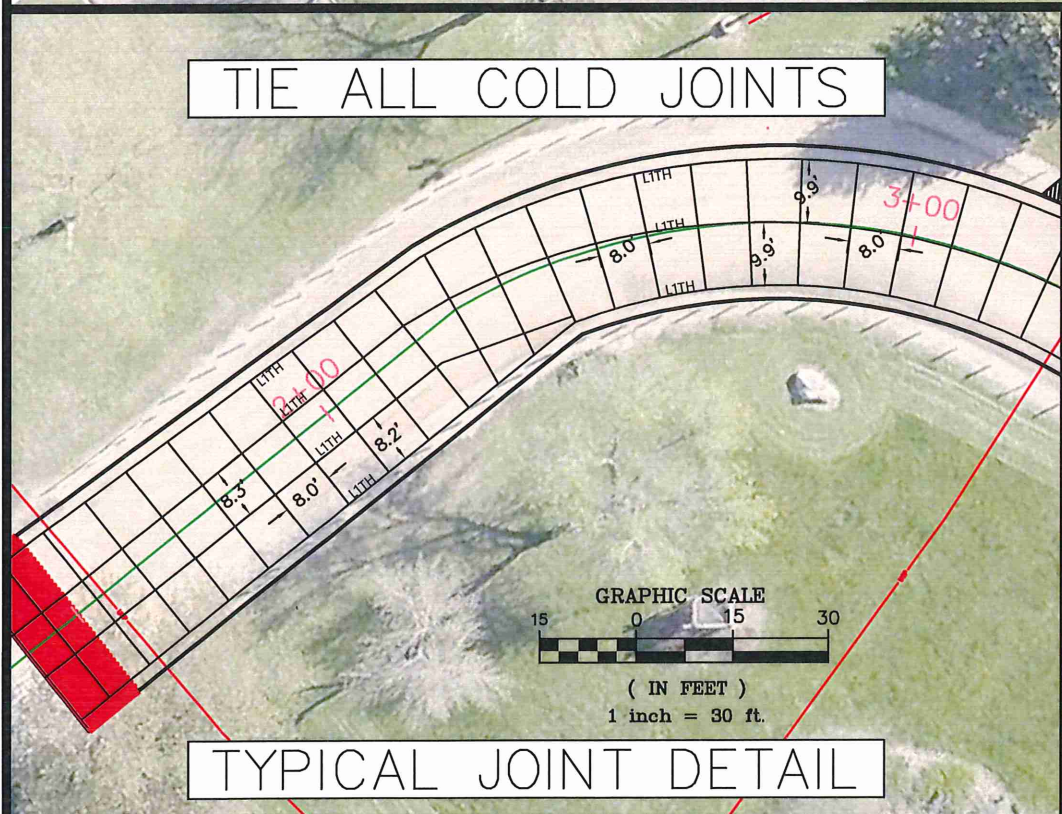
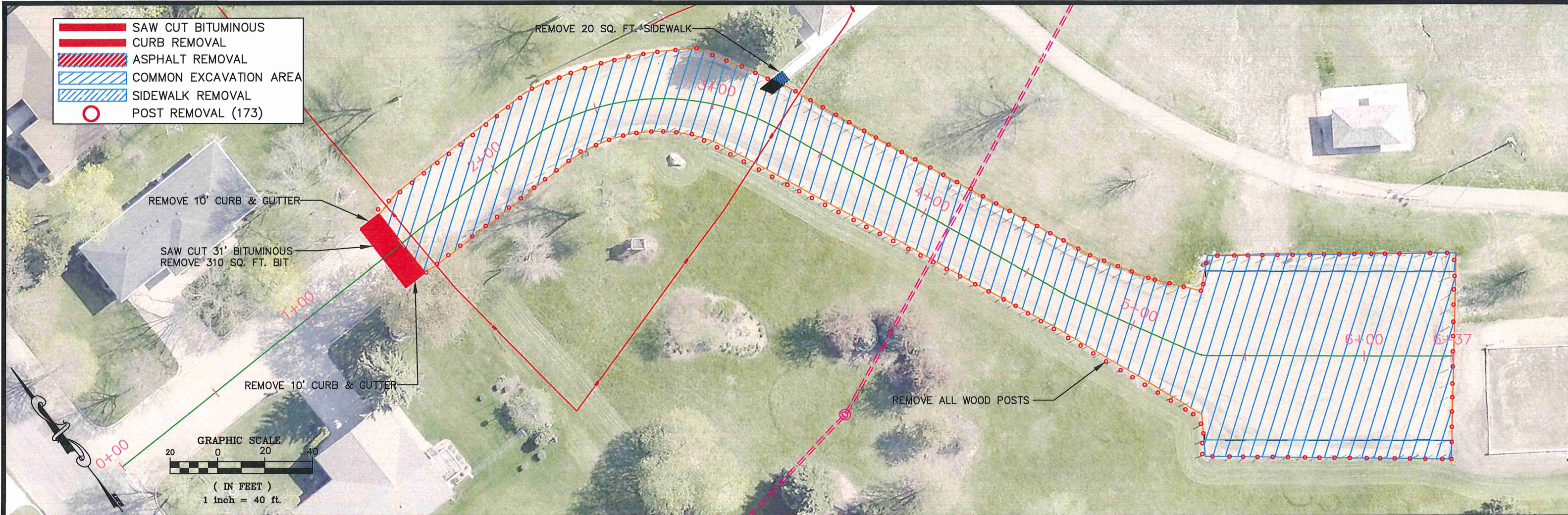
INDEPENDENCE PARKING LOT
TYPICAL SECTION

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

DATE _____ LICENSE NO. 53322

CITY PROJECT NO. PK-015	DATE 03/15/2024
STATE AID PROJECT NO. NA	Page 230 3 OF 12

- SAW CUT BITUMINOUS CURB REMOVAL
- ASPHALT REMOVAL
- COMMON EXCAVATION AREA
- SIDEWALK REMOVAL
- POST REMOVAL (173)



DESIGNED BY: G.J.S.		DATE	REVISIONS	INIT.
Item 17.				

SCALE: 1"=40'

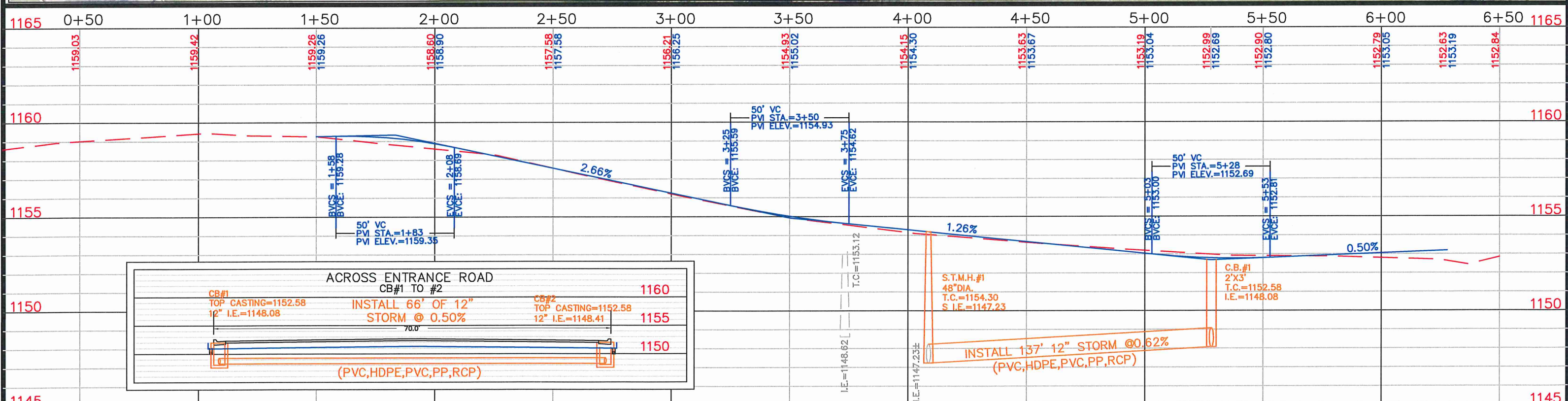
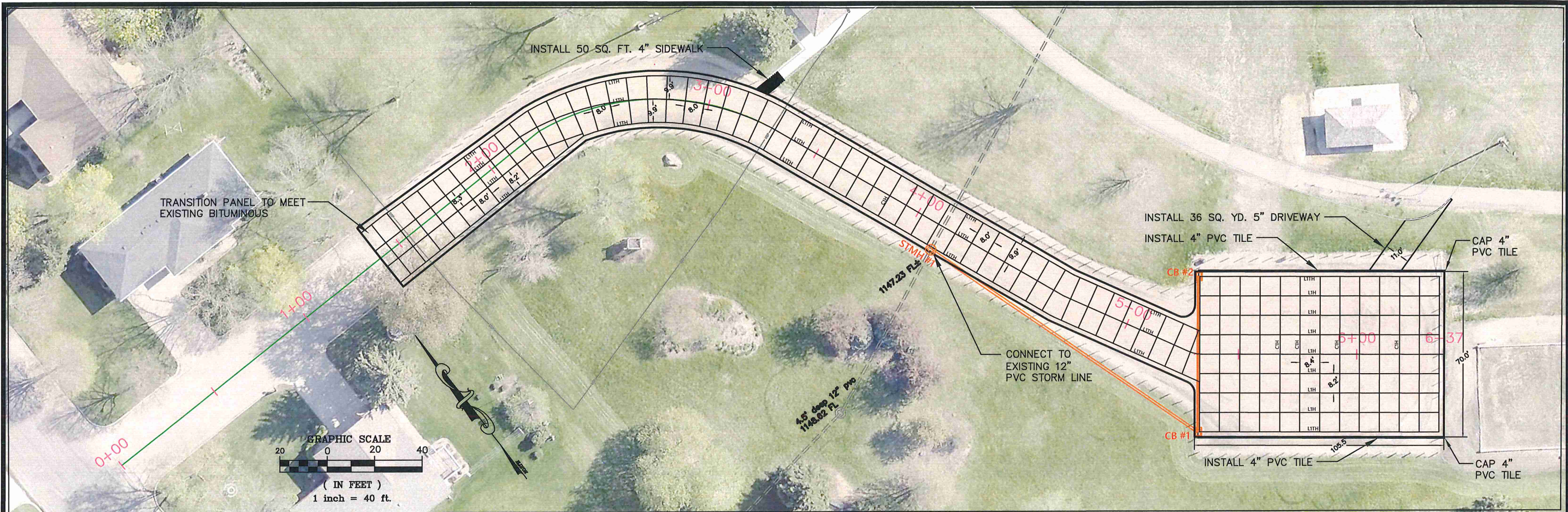
ENGINEERING DEPARTMENT
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258


INDEPENDENCE PARKING LOT

 REMOVAL SHEET

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 DATE _____ LICENSE NO. 53322

CITY PROJECT NO. PK-015
 STATE AID PROJECT NO. NA
 DATE 03/15/2024
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 7 OF 12



DESIGNED BY: G.J.S. Item 17. SCALE: 1"=40'	DATE REVISIONS INIT.	 MARSHALL ENGINEERING DEPARTMENT 344 WEST MAIN STREET MARSHALL, MINNESOTA 56258	INDEPENDENCE PARKING LOT PLAN & PROFILE SHEET	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. DATE _____ LICENSE NO. 53322	CITY PROJECT NO. PK-015 STATE AID PROJECT NO. NA	DATE 03/15/2024 Page 232 8 OF 12
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Presenter:	Jason Anderson
Meeting Date:	Tuesday, March 26, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Authorization to Submit Grant Application for Design of Intersection Safety Improvements at TH23 & Tiger Drive
Background Information:	<p>In the 2023 Transportation Omnibus bill, a new program entitled Rural High-Risk Roads was developed and \$10M was identified to help fund trunk highway improvements. We believe that these funds could possibly be accessed to take necessary steps toward developing an intersection improvement project at Minnesota Trunk Highway 23 (TH 23) and Tiger Drive.</p> <p>On January 3, 2024, the Marshall Area Transportation Group (MATG) hosted a meeting in our City Council Chambers with numerous stakeholders to discuss safety concerns at this intersection. The meeting was well-attended, and there was good discussion between some local stakeholders and MnDOT District 8 staff. At this meeting, District Engineer Jon Huseby and D8 Traffic Engineer Cody Brand discussed the opportunities and challenges associated with developing an intersection improvement project at this location. During the presentation, MnDOT largely focused on the possibility of implementing a Reduced Conflict Intersection (J-Turn) type of safety improvement at this location due to the low cost and high benefit of this type of improvement. The stakeholders in the room were in support of a safety improvement here and a J-Turn was viewed as an acceptable safety enhancement for this intersection.</p> <p>City staff is looking for City Council support for a grant application to complete necessary steps toward developing a J-Turn project at Tiger Drive/MN 23. We have letters of support from MnDOT, Southwest Minnesota State University, and Marshall Public Schools for this grant application. A successful grant application would include funding to update the existing Intersection Control Evaluation (ICE) at Tiger Drive/MN 23, conduct necessary outreach and public input, and work in coordination with MnDOT D8 staff to complete concept level layouts and preliminary project design work.</p> <p>While we do not plan to apply for project construction funding, this preliminary design work will position us very well to follow-up with future funding requests for a construction project. We are estimating this design work to cost \$400,000, and we intend to request for the entire amount in grant funding.</p> <p>The grant application is included in the Council packet for review.</p>
Fiscal Impact:	Engineering and public outreach costs are estimated at \$400,000. Staff proposes to request a fully-funded grant with no local cost impact at this time.
Alternative/Variations:	No alternative actions recommended.
Recommendations:	that the Council authorize City staff to submit an application for Rural High-Risk Roads (RHRR) grant funding for intersection safety improvements at TH 23 and Tiger Drive.

TH 23 AND TIGER DRIVE J-TURN



RURAL HIGH-RISK ROADS (RHRR) APPLICATION PACKAGE



MARSHALL
Item 18. **TIVATING THE BEST IN US**

IN PARTNERSHIP WITH



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EXHIBITS:

EXHIBIT A – OVERVIEW MAP

EXHIBIT B – MNDOT LETTER OF SUPPORT

EXHIBIT C – MARSHALL PUBLIC SCHOOLS LETTER OF SUPPORT

EXHIBIT D – SOUTHWEST MINNESOTA STATE UNIVERSITY LETTER OF SUPPORT

EXHIBIT E – 2023 HSIP (CODY BRAND, TRAFFIC ENGINEER FOR MNDOT D8)

EXHIBIT F – ICE REPORT (DECEMBER 2016)

Due March 29, 2024

Application for Rural High-Risk Roads (RHRR)

In the 2023 Transportation Omnibus bill, a new program entitled Rural High-Risk Roads was developed and listed under the trunk highway funding portion of the program. The legislation is written as:

General – Trunk Highway

- This appropriation includes use of consultants to support development and management of projects.
- **\$10,000,000** in fiscal year 2024 is from the trunk highway fund for roadway design and related improvements that reduce speeds and eliminate intersection interactions on rural high-risk roadways. The commissioner must identify roadways based on crash information and in consultation with the Advisory Council on Traffic Safety (ACTS) under Minnesota Statutes, section 4.076, and local traffic safety partners.
- This is a onetime appropriation and is available until June 30, 2026.

This application is to apply for this funding. All projects must be encumbered by the June 30, 2026 deadline.

1. Contact Information Details

Lead Agency	Contact Name
City of Marshall, MN	Jason R. Anderson, P.E.

Agencies may also submit a shortened “Letter of Intent” (see attached) rather than completing this application. This application can serve as a guide to the information that may be needed to select a project.

2. Funding Details

State RHRR Funds	+	District/Local Match	=	Total Cost
Stage 1: \$75,000 Stage 2: \$175,000 Stage 3: \$150,000	+	0	=	\$400,000

NOTE: no maximum in state funds per agency per project. Program total is \$10 Million statewide. Awarded amount is the total amount the district/local agency will receive. All overages and change orders will need to be covered by district/local agency funding sources. Projects must be set in a rural land use context (defined as the Minnesota State Aid definition: outside of incorporated municipal limits of city’s of more than 5,000 people).

NOTE: A program exemption to the State Cost Participation Policy has been accepted. Projects funded with this source will not need to meet the normal State Cost Participation Policy requirements for project construction. Locals will not need to bring any funding to the project if agreed to by the appropriate MnDOT District. However, total funding request is a key criteria for project selection. The Cost Participation Policy Exception does not apply to items such as maintenance, electrical power, or other items usually covered by local agreements. See attached memo for the exemption.

Funding Notes

With this grant funding, the City of Marshall hired a consultant engineering firm through the RFP process to complete Stage 1-3 as outlined below.

Ideally, the City would be funded the full \$400,000 requested amount to complete the below Stages 1 - 3 tasks, but a lesser award to complete Stage 1 or Stages 1 and 2 would be acceptable.

Stage 1: Intersection Control Evaluation (ICE) update, concept level drawing/layout, public engagement efforts - The grant funds will be utilized to make necessary updates to the December 2016 Intersection Control Evaluation (ICE) that was completed with the MN 23 Traffic Safety Assessment as well as assisting with conducting essential public participation and involvement.

Stage 2: Level 1; final drawing/layout design work - Utilizing the grant funds, the City will work in coordination with MnDOT District 8 (D8) to complete concept level layouts as well as coordination with GDSU staff on the level 1 layout as outlined by the Geometric Layouts document.

Stage 3: Create engineering plans to a minimum 30% design level - Utilizing the grant funds, the City will work with the selected consultant to create a 30% design level plans and estimate.

The City's labor costs are not included in the total cost of \$400,000 that is being requested. The City conservatively estimates their labor costs could be between 5% - 8% (\$20,000 to \$32,000) of the total requested amount. These costs will include developing the request for proposal (RFP), evaluating the RFPs, managing the project and stakeholders, and coordination with MnDOT D8 Staff.

Please include all project costs needed with this funding. This can include surveys, consultant needs, right-of-way, design costs, and (but not limited to) construction services and administration. Funding is limited and an important selection criteria. Long term maintenance should be understood at the time of application and explained below in Section 6.

3. Project Description

Project Description

TH 23 and Tiger Drive J-Turn—Marshall, MN

TH 23 is a divided 4-lane bypass of Marshall with access control. Tiger Drive is a local roadway providing access to Marshall High School and sports facilities (ice arena/expo venue and softball fields) on the east leg; and Southwest Minnesota State University (SMSU) on the west leg. TH 23 has a posted speed limit of 55 mph, but has an 85th percentile travel speed of approximately 65 mph. The traffic volume on Highway 23 is 7900, 1632 on Tiger Drive east leg, and 1250 on Tiger Drive west leg. Since Tiger Drive provides access to a school, the traffic volume is relatively concentrated to peak hour.

Both the FAR Index and CR Index exceed 1. The intersection has 3 risk factors. The cross product is over 11,000,000. Using the Rural Expressway Intersections Project Development Tree, the recommendation is reduced conflict intersection (J-turn) and close adjacent medians.

A safety assessment of TH 23 around Marshall was conducted in 2016. The safety assessment and related ICE report recommended a roundabout at Tiger Drive. A J-turn was also an alternative considered; both alternatives had positive safety benefits, however, the roundabout was given priority due to traffic calming effects.

Drone footage was supplied to MnDOT showing the operation of the intersection during school release. Notably, many drivers were using the intersection like a J-turn. Vehicles were exiting at Commencement Blvd (south of Tiger Drive), proceeding north on TH 23, then making a U-turn at Tiger Drive to continue south on TH 23. This movement has potential to create conflicts at the intersection since U-turning vehicles would “hug” the south median, which occupies the space that an eastbound vehicle would be utilizing.

With this grant funding, the City of Marshall would intend to hire a consulting engineer firm through the RFP process to evaluate and update the existing 2016 ICE, review the conceptual layouts, conduct the appropriate public participation and involvement, and proceed into developing the design while preparing a Level 1 layout for the preferred alternative.

City of Marshall, MnDOT, Marshall Public Schools, and Southwest Minnesota State University (SMSU) continue to engage in discussions regarding the intersection and overall routing of school traffic. It is our hope to receive funding to complete all of the necessary groundwork to make this intersection safety improvement a reality.

The B/C ration for the J-Turn at this location is calculated to be 0.62.

Suggested Project Types (not exhaustive): Roundabouts, J-Turns, Curve Chevron Signing and Delineation, Dynamic Feedback Signing, Transition Zone Signing, Pedestrian Refuge Islands, Curb Extensions, 4 to 3 Lane Conversions, Bike Lanes, Trails/Sidewalks, etc.

ATP	District	County/City/MPO	Tribal Government
SW ATP—D8	MnDOT D8	City of Marshall	None

NOTE: if any portion of the project is located within MPO boundaries, a letter of support / priority from the MPO is needed.

Estimated Output	Units
0.0	Miles
1	Intersections
0	Curves

NOTE: estimate output for one of three metric: number of miles, number of intersections, or number of curves.

4. Selection Criteria

Describe how project was identified.

The project was identified in the 2016 MN 23 Traffic Safety Assessment and the 2016 MnDOT D8 Safety Plan. Based on public feedback and the technical analysis completed, roundabouts and J-Turns were considered as intersection strategies because they address the safety issues currently observed along the Highway 23 corridor (e.g. both strategies address right angle and opposing left-turn crashes). MnDOT, City of Marshall, Marshall Public Schools, and SMSU continue to engage in discussions regarding the intersection and overall routing of school traffic and ways to increase safety for all users.

Is this project in partnership with another agency?

The project would be completed in partnership with the City of Marshall, Marshall Public Schools, SMSU, and MnDOT District 8. The listed agencies have all been supporters of improved safety options for this intersection and have actively participated in public input sessions. In January of 2024 the Highway 23 Coalition met in Marshall to discuss this intersection and the potential project. Letters of support from are included with this application.

5. Crash Data for Reactive Projects ONLY: Jan. 1, 2019 through Dec. 31, 2023

Number of Crashes	K	A	B	C	PDO	Total
All Crash Types	0	1	0	1	7	9

NOTE: set filters to 2019 through 2023 in MnCMAT if you submit an Intersection Report or Section Report. MnDOT OTE can assist as well. Request "Help" to the email address listed below.

OPTIONAL: Description of any unique characteristics.

As development continues to evolve, this area of Marshall remains home to a variety of event spaces located on each side of this intersection. The west side includes SMSU, a four-year university with numerous sport venues that host local and regional events in addition to private gatherings in their ballroom. On the east side is the Marshall High School which includes two indoor gyms, an auditorium, and a variety of outdoor sporting facilities. Marshall Public Schools recommends its high school students to avoid this intersection and utilize the signalized intersection at TH 23/ TH 19 to the south as a safer alternative. Additionally, on the east side is a softball complex and the Red Baron Arena and Expo which hosts an array of local and regional expo and ice rink events throughout the year. All these locations drive periodic high traffic volumes into the area and a higher contingency of youth drivers with less driving experience enhances the risk.

6. OPTIONAL: Additional Notes

Additional Notes for Selection Committee

Included with this application:

- Exhibit A – Overview Map
- Exhibit B – MNDOT Letter of Support
- Exhibit C – Marshall Public Schools Letter of Support
- Exhibit D - Southwest Minnesota State University (SMSU) Letter of Support
- Exhibit E – 2023 HSIP (Cody Brand, Traffic Engineer for MnDOT D8)
- Exhibit F - ICE report (December 2016)

7. Submission Information

Submit this application via PDF to SafetyProject.DOT@state.mn.us by March 29, 2024.

Please include the following as necessary:

- Map of project location(s)
- Letters of support (if needed)
 - a. Metropolitan Planning Organization (MPO) if within borders
 - b. MnDOT District Traffic Engineer or member of the District Management Team

Contact Information for Questions

Derek Leuer

Minnesota Department of Transportation

651-234-7372

derek.leuer@state.mn.us

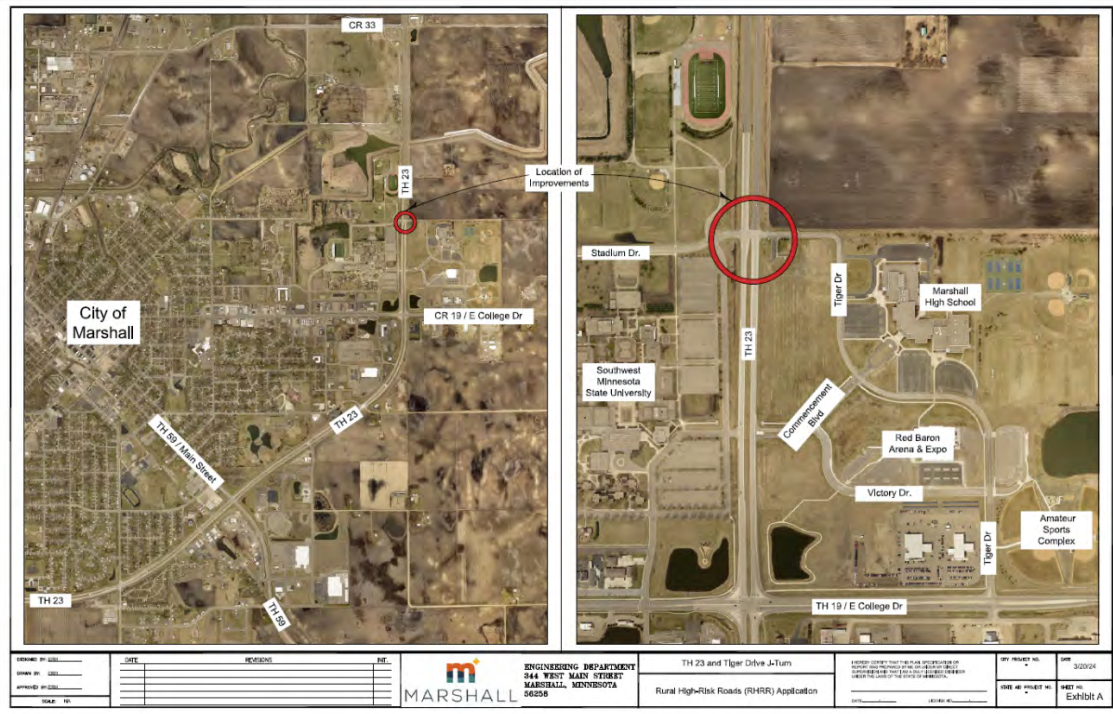
8. Scoring Criteria

Scoring Amount	Description	Scoring Scale	Scored by:
25 Points	Meets Intent of the Program	All points are available	ACTS Work Group (3 members)
25 Points	Project Location identified by high risk or by high crash location criteria	Top project receives all points, bottom project receives 0 points. Points are staggered by the total number of applications.	OTE Rank and ACTS Work Group confirms/modifies (3 members)
25 Points	Municipal/Local Government Support	Support Given/Not Needed = All No Support = 0 points Even MnDOT Projects should have local Township/City/County Agency Support.	Objective Score (OTE)
25 Points	Share of Requested Funds	Lowest cost project receives all points, highest cost project receives 0 points. Points are staggered by the total number of applications.	Objective Score (OTE)
25 Points	Share of non-program funding being used	Projects that contribute more funding from other sources (while not required) will be scored higher.	Objective Score (OTE)
25 Points	Benefit/Cost (B/C) Ratio Score	Highest B/C ratio receives all points, lowest B/C project receives 0 points. Points are staggered by the total number of applications.	Objective Score (OTE) If needed, OTE can compute the B/C ratio.
150 Points	Total Points	NA	OTE/ACTS

Projects will be scored, and funding will be distributed until all funds are expended.

EXHIBIT A

OVERVIEW MAP





Location of Improvements

DESIGNED BY: ERH	DATE	REVISIONS	INIT.
DRAWN BY: ERH			
Item 18.			
NA			



ENGINEERING DEPARTMENT
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

TH 23 and Tiger Drive J-Turn
Rural High-Risk Roads (RHRR) Application

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
DATE _____ LICENSE NO. _____

CITY PROJECT NO.	DATE
-	3/20/24
STATE AID PROJECT NO.	Page 243
-	

EXHIBIT B

MNDOT LETTER OF SUPPORT



March 19, 2024

Jason Anderson, PE
City Engineer
City of Marshall
344 West Main St
Marshall, MN 56258

Dear Mr. Anderson,

Thank you for your interest in the intersection of Trunk Highway (TH) 23 and Tiger Drive. MnDOT District 8 understands that there is a desire to improve the safety of the intersection. Recently, funding has become available for Rural High-Risk Roads (RHRR) Program. It is our understanding that the City of Marshall plans to submit an application requesting funding to improve the safety of the intersection.

District 8 has reviewed the RHRR Program requirements; one of the limitations is that the funding expires at the end of fiscal year 2026. District 8 has concerns regarding the feasibility of constructing a project in that timeframe. District 8 is supportive of advancing the design of a safety improvement at the intersection, putting the project in a better position to potentially secure future funding.

District 8 and stakeholders (City, County, Marshall Area Transportation Group, Marshall High School, Southwest Minnesota State University, and others) have continued to engage in discussions regarding this intersection. There appears to be support and desire from stakeholders to improve the safety of the intersection. The most recent discussion focused on what type of safety improvement is most appropriate for the intersection. A previous corridor assessment on TH 23 included an Intersection Control Evaluation (ICE) at TH 23 and Tiger Drive. The ICE recommended a roundabout at the intersection. Although there is still a desire for a roundabout at the intersection from some stakeholders, the crash history and risk factors at the intersection indicate that the estimated benefit of crash reduction attributed to a proposed roundabout is less than the construction cost ($B/C < 1$). Therefore, securing funding for a roundabout may not be feasible in the foreseeable future. As a result, stakeholders seem to be supportive of other alternatives that improve safety and may have a higher probability of securing funding, specifically a j-turn.

Advancing the design of a j-turn would include, but not limited to: ICE update, stakeholder engagement, preliminary design, environmental documentation, and final design. District 8 is supportive of applying for RHRR Program to hire a consultant to advance the design of a j-turn at the intersection.

Sincerely,

Jon Huseby

Digitally signed by Jon
Huseby
Date: 2024.03.20 15:50:47
-05'00'

Jon Huseby

District Engineer – District 8

CC: Cody Brand, District 8 Traffic Engineer

EXHIBIT C

MARSHALL PUBLIC SCHOOLS LETTER OF SUPPORT





City of Marshall
Jason Anderson
Director of Public Works/City Engineer
344 W. Main St
Marshall, MN 56258

Mr. Anderson,

It is with great enthusiasm that we at Marshall Public Schools add our support for the application of Rural High-Risk Roads grant funding to help further design and scoping efforts for intersection improvements at Tiger Drive and MN 23. There are several reasons why Marshall Public Schools believes that a J-turn on Highway 23/Tiger Drive would create a safer entrance/exit for everyone involved.

The northbound entrance/exit of Tiger Drive is heavily congested, particularly once school is dismissed with students/parents headed back to town. Also, Tiger Drive and the median are not well marked, thus making left hand turn and going straight very confusing. Added to the fact our students are inexperienced drivers, crossing a busy divided state highway to head south on Highway 23 is concerning, especially with people making a U-turn on Highway 23.

We are proud to live in a community where the City as well as the School District has taken a positive and proactive stance on safety. Located on Hwy 23 by the High School are flashers that indicate a 30-mph speed limit during morning and afternoon commute hours. High School also encourages to exit from Tiger Drive on the South end thus making a right turn onto Highway, which helps relieve some of the congestion.

We are very hopeful that the grant funding for this project is approved. Even with the safety measures already put in place, with the High School, Southwest Minnesota State University, Red Barron Arena and talk of additional businesses all being located in that same area, the risk of an accident is higher. We believe the addition of a J-Turn would lower that risk.

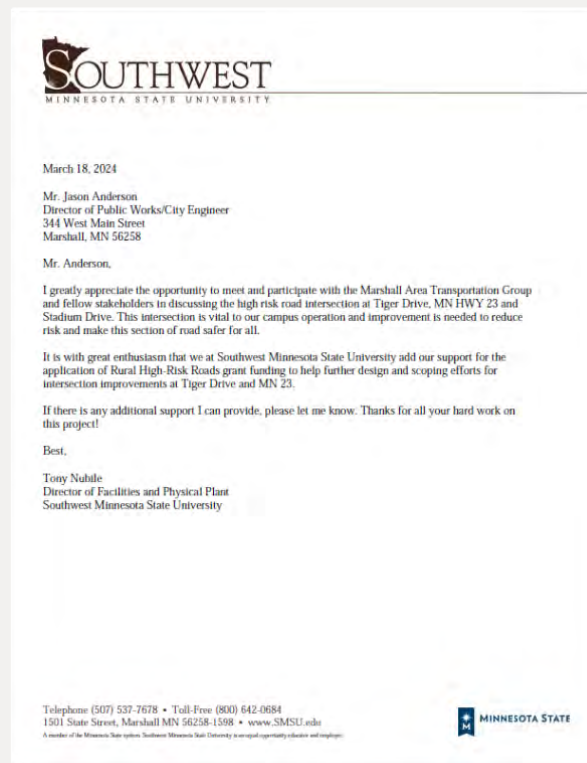
Sincerely,

Brian Jones
Marshall Public Schools
Marshall High School Principal
brian.jones@marshall.k12.mn.us

Dion Caron
Marshall Public Schools
Director of Business Services
dion.caron@marshall.k12.mn.us

EXHIBIT D

SOUTHWEST MINNESOTA STATE UNIVERSITY LETTER OF SUPPORT



March 18, 2024

Mr. Jason Anderson
Director of Public Works/City Engineer
344 West Main Street
Marshall, MN 56258

Mr. Anderson,

I greatly appreciate the opportunity to meet and participate with the Marshall Area Transportation Group and fellow stakeholders in discussing the high risk road intersection at Tiger Drive, MN HWY 23 and Stadium Drive. This intersection is vital to our campus operation and improvement is needed to reduce risk and make this section of road safer for all.

It is with great enthusiasm that we at Southwest Minnesota State University add our support for the application of Rural High-Risk Roads grant funding to help further design and scoping efforts for intersection improvements at Tiger Drive and MN 23.


If there is any additional support I can provide, please let me know. Thanks for all your hard work on this project!

Best,

Tony Nubile
Director of Facilities and Physical Plant
Southwest Minnesota State University

EXHIBIT E

2023 HSIP



DEPARTMENT OF TRANSPORTATION

Date: 11/22/2023

To: HSIP Selection Committee

From: Cody Brand, PE
District Traffic Engineer

RE: D8 HSIP Submittal – TH 23 and Tiger Dr. J-Turn

TH 23 is a divided 4-lane bypass of Marshall with access control. Tiger Drive (MSAS 135) is a local roadway providing access to Marshall high school, and sports facilities (ice arena and baseball fields) on the east leg; and Southwest Minnesota State University (SMSU) on the west leg. It should be noted that both the high school and college have alternative access points further south on TH 23 and on TH 19. TH 23 has a posted speed limit of 55 mph, but has an 85th percentile travel speed of approximately 65 mph. The traffic volume on TH 23 is 7900, 1632 on Tiger Drive east leg, and 1250 on Tiger Drive west leg. Since Tiger Drive provides access to a school, the traffic volume is relatively concentrated to peak hour. TH 23 is a principal arterial. An existing trail underpass is provided just south of the intersection at Commencement Blvd.

Both the FAR Index and CR Index exceed 1. The intersection has 3 risk factors. The 2016 District Safety Plan recommended upgrade sign & marking and close adjacent medians. The cross product was 6,270,000 (7600 major leg 1 & 2, 1650 minor leg 3, no value for minor leg 4). The cross product did not account for traffic on the 4th leg, utilizing current volumes, the cross product would be over 11,000,000. Using the Rural Expressway Intersections Project Development Tree and the updated cross product, the recommendation is reduced conflict intersection and close adjacent medians.

A safety assessment of TH 23 around Marshall was conducted in 2016. From the assessment, multiple recommendations were made, which included j-turn at CSAH 7, roundabout at 4th Street, raised median (traffic calming) at US 59 (existing signal), j-turn at Lyon St (including ¼ intersection at Clarice Ave), raised median (traffic calming) at TH 19 (existing signal), and roundabout at Tiger Drive. The j-turn at CSAH 7 and Lyon street, and ¼ intersection at Clarice Ave have been constructed. As the safety assessment was being developed, a j-turn was planned to be constructed at Saratoga St, so that intersection was excluded from the assessment. The 3 j-turns (CSAH 7, Saratoga St, and Lyon St) are operating successfully.

The safety assessment and related ICE report recommended a roundabout at Tiger Dr. A j-turn was also an alternative considered, both alternatives had positive safety benefits, however, the roundabout was given priority due to traffic calming effects.

Drone footage was supplied to MnDOT showing the operation of the intersection during school release. Notably, many drivers were using the intersection like a j-turn. Vehicles were exiting at Commencement Blvd (south of Tiger Drive), proceeding north on TH 23, then making a u-turn at Tiger Drive to continue south on TH 23. This

District Application for HSIP Funds 1 of 11

DEPARTMENT OF TRANSPORTATION

Due 11/22/23 | SafetyProject.DOT@state.mn.us

HSIP Funds

Missing or incomplete information will not receive points for scoring. Projects that provide details for which no value will be assigned the value that is highest.

Systemic

Please attach a map and/or a list of IDs from Safety Plan.

Tiger Drive, north side of Marshall

Turn

MPO: None
Partner: N/A

2026 2027 2028 Any

here to enter text.
here to enter text.

Year	Safety Plan?	Recommendation from Plan
2016	Choose an item.	Roundabout
2016	Yes	Recommendation was for upgrade signs & markings and close adjacent median; however, the cross product used in analysis was incorrect, using updated cross product the recommendation is reduced conflict intersection and close adjacent medians.
Click or tap here to enter text.	Choose an item.	Click or tap here to enter text.

Funds 3 of 11

Year	Safety Plan?	Recommendation from Plan
Click or tap here to enter text.	Choose an item.	Click or tap here to enter text.

unless documented otherwise in Additional Notes section

FAR	FAR Index	CR	CR Index
5.863	1.15	0.586	1.47
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

analysis performed with regards to fatal and serious injury crashes:

to site not in original plan

nt

text.

text.

roundabout:

Miles	Intersections	Curves
Click or tap here to enter text.	1	Click or tap here to enter text.

of the characteristics reported below and averages from the District Safety Plans.

Total Output	High Risk	CMF	Service Life
1	1	0.30-0.58	20

4 of 11

Date: 11/22/2023

To: HSIP Selection Committee

From: Cody Brand, PE
District Traffic Engineer

RE: D8 HSIP Submittal – TH 23 and Tiger Dr. J-Turn

TH 23 is a divided 4-lane bypass of Marshall with access control. Tiger Drive (MSAS 135) is a local roadway providing access to Marshall high school, and sports facilities (ice arena and baseball fields) on the east leg; and Southwest Minnesota State University (SMSU) on the west leg. It should be noted that both the high school and college have alternative access points further south on TH 23 and on TH 19. TH 23 has a posted speed limit of 55 mph, but has an 85th percentile travel speed of approximately 65 mph. The traffic volume on TH 23 is 7900, 1632 on Tiger Drive east leg, and 1250 on Tiger Drive west leg. Since Tiger Drive provides access to a school, the traffic volume is relatively concentrated to peak hour. TH 23 is a principal arterial. An existing trail underpass is provided just south of the intersection at Commencement Blvd.

Both the FAR Index and CR Index exceed 1. The intersection has 3 risk factors. The 2016 District Safety Plan recommended upgrade sign & marking and close adjacent medians. The cross product was 6,270,000 (7600 major leg 1 & 2, 1650 minor leg 3, no value for minor leg 4). The cross product did not account for traffic on the 4th leg; utilizing current volumes, the cross product would be over 11,000,000. Using the Rural Expressway Intersections Project Development Tree and the updated cross product, the recommendation is reduced conflict intersection and close adjacent medians.

A safety assessment of TH 23 around Marshall was conducted in 2016. From the assessment, multiple recommendations were made, which included j-turn at CSAH 7, roundabout at 4th Street, raised median (traffic calming) at US 59 (existing signal), j-turn at Lyon St (including $\frac{3}{4}$ intersection at Clarice Ave), raised median (traffic calming) at TH 19 (existing signal), and roundabout at Tiger Drive. The j-turn at CSAH 7 and Lyon street, and $\frac{3}{4}$ intersection at Clarice Ave have been constructed. As the safety assessment was being developed, a j-turn was planned to be constructed at Saratoga St, so that intersection was excluded from the assessment. The 3 j-turns (CSAH 7, Saratoga St, and Lyon St) are operating successfully.

The safety assessment and related ICE report recommended a roundabout at Tiger Dr. A j-turn was also an alternative considered; both alternatives had positive safety benefits, however, the roundabout was given priority due to traffic calming effects.

Drone footage was supplied to MnDOT showing the operation of the intersection during school release. Notably, many drivers were using the intersection like a j-turn. Vehicles were exiting at Commencement Blvd (south of Tiger Drive), proceeding north on TH 23, then making a u-turn at Tiger Drive to continue south on TH 23. This

movement has potential to create conflicts at the intersection since u-turning vehicles would “hug” the south median, which occupies the space that an eastbound vehicle would be utilizing.

The project would construct a j-turn at the intersection which would address safety concerns, and meet driver expectations for the corridor. Other reduced conflict intersection configurations will also be considered, such as 3/4 intersection / offset-T.

The project cost is estimated at \$2,800,000 (inflated to 2028). The cost estimate was developed using a similar concrete j-turn constructed in D8 in 2022.

MnDOT, City of Marshall, high school, and college continue to engage in discussions regarding the intersection and overall routing of school traffic.

Application for HSIP Funds

Please fill in ALL necessary fields; missing or incomplete information will not receive points for scoring. Projects that provide details for BOTH proactive and reactive scores will be assigned the value that is highest.

Project Description

TH 23 & Tiger Drive j-turn

Project Type: Proactive/Systemic

Location

Please attach a map and/or a list of IDs from Safety Plan.

Route:	TH 23 & Tiger Drive, north side of Marshall		
Description	Construct a j-turn		
District:	District 8	MPO:	None
Joint Project?	No	Partner:	N/A

Preferred Year

<input type="checkbox"/> 2025	<input type="checkbox"/> 2026	<input type="checkbox"/> 2027	<input type="checkbox"/> 2028	<input type="checkbox"/> Any
-------------------------------	-------------------------------	-------------------------------	-------------------------------	------------------------------

Estimated Costs

MnDOT HSIP:	\$ 2,520,000
District Match:	\$ 280,000
Local HSIP:	\$ Click or tap here to enter text.
Local Match:	\$ Click or tap here to enter text.

Planning

Plan or Analysis Name	Year	Safety Plan?	Recommendation from Plan
TH 23 & Tiger Drive ICE (part of TH 23 corridor study)	2016	Choose an item.	Roundabout
District Safety Plan	2016	Yes	Recommendation was for upgrade signs & markings and close adjacent median; however, the cross product used in analysis was incorrect, using updated cross product the recommendation is reduced conflict intersection and close adjacent medians.
Click or tap here to enter text.	Click or tap here to enter text.	Choose an item.	Click or tap here to enter text.

Plan or Analysis Name	Year	Safety Plan?	Recommendation from Plan
Click or tap here to enter text.	Click or tap here to enter text.	Choose an item.	Click or tap here to enter text.

Reactive Screening Criteria

Please use 5 years of crash data unless documented otherwise in Additional Notes section

Location	FAR	FAR Index	CR	CR Index
TH 23 & Tiger Dr	5.863	1.15	0.586	1.47
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Proactive Screening Criteria

Describe the systemic or risk based analysis performed with regards to fatal and serious injury crashes:

<input checked="" type="checkbox"/>	District Safety Plan
<input type="checkbox"/>	District Safety Plan applied to site not in original plan
<input type="checkbox"/>	HTCB Prioritization Analysis
<input type="checkbox"/>	Pedestrian Risk Assessment
<input type="checkbox"/>	Click or tap here to enter text.
<input type="checkbox"/>	Click or tap here to enter text.

Reactive Safety Impact

Please attach the required benefit-cost calculation worksheet.

Benefit-Cost: 0.62

Output	Miles	Intersections	Curves
Estimated Project Output	Click or tap here to enter text.	1	Click or tap here to enter text.

Proactive Safety Impact

An estimated benefit-cost ratio will be derived based on the characteristics reported below and averages from the District Safety Plans.

Location	Total Output	High Risk	CMF	Service Life
Rural Intersections	1	1	0.30 – 0.58	20

Urban Intersections	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Rural Segments	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Urban Segments	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Curves	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Proactive Safety Impact Notes:

CMF from MnDOT j-turn website; 0.30 for fatal crashes, 0.58 for all other injury crashes.

Prioritization

Please describe District priorities if more than one project is submitted:

Of the	Click or tap here to enter text.	application(s) submitted by the District, this is the	Click or tap here to enter text.	priority.
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Additional Notes and Details

Attachments:

Project Location Map

District Safety Plan (Risk Factors and Project Development Tree)

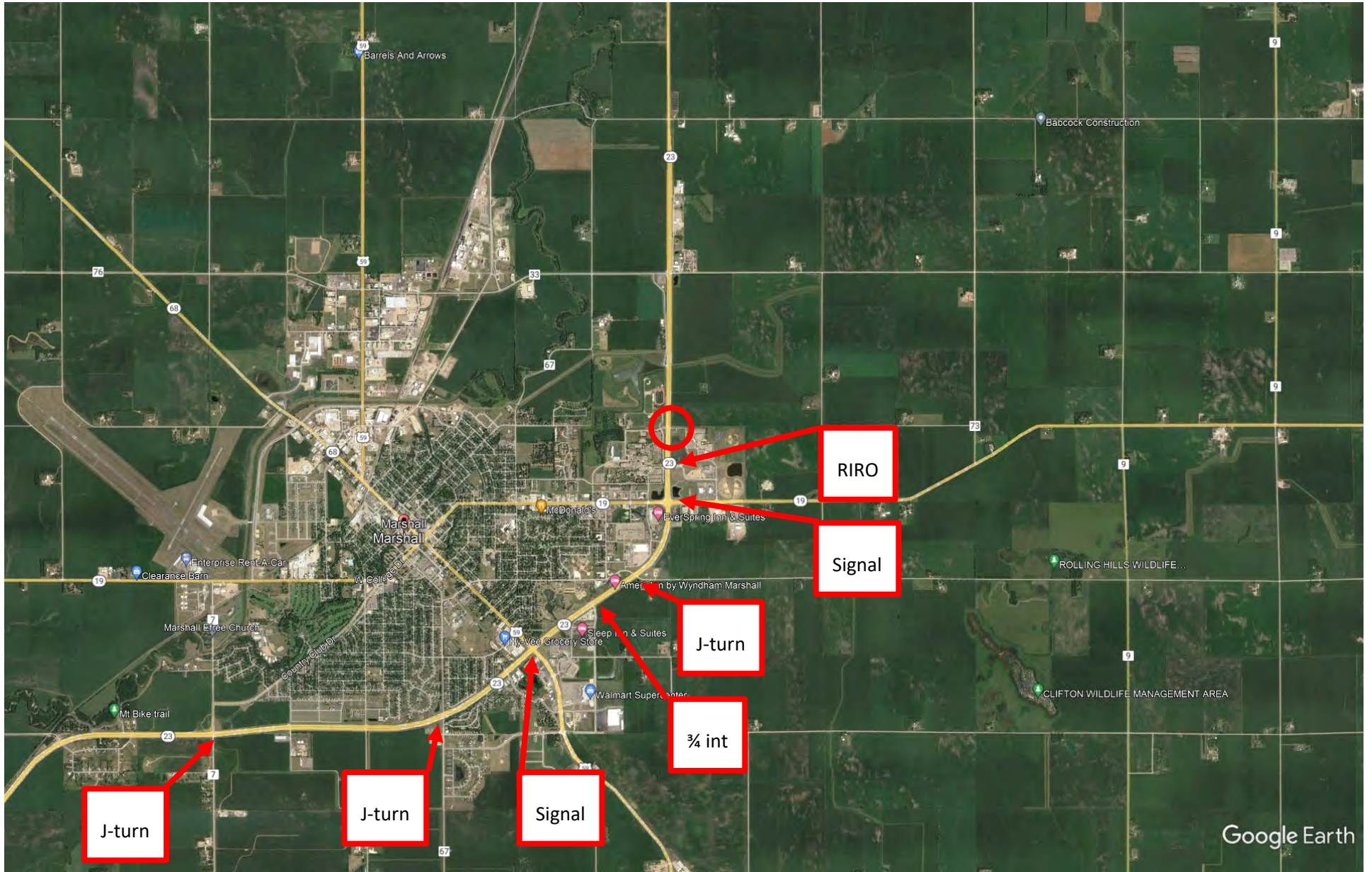
Crash Data

Crash Modification Factor

Benefit Cost Ratio

ICE/Corridor Study Recommendation

Project Location





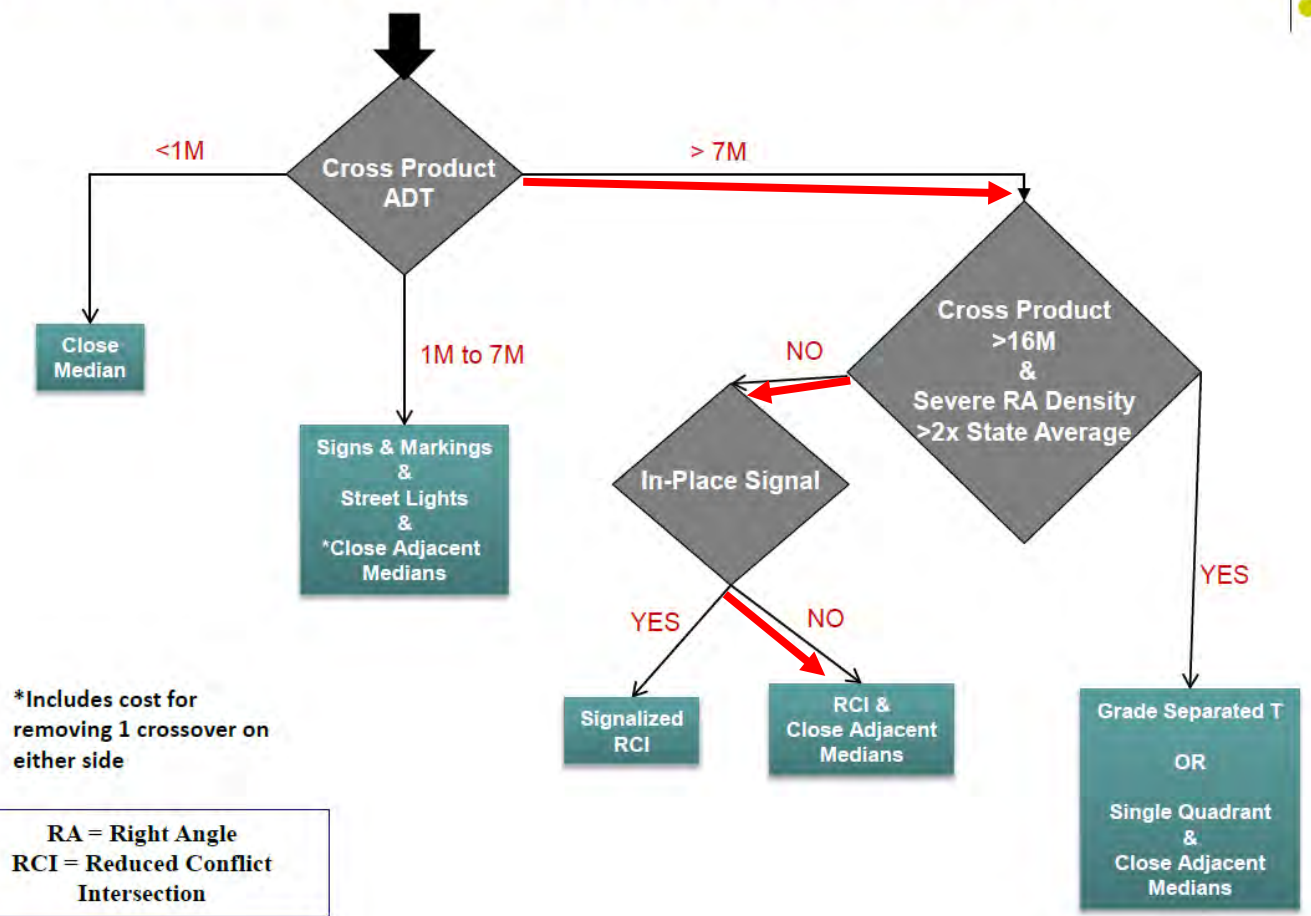
Southwest
Minnesota
State
University
(SMSU)

High school

Location Information				Multi-Lane/Divided Risk Factors							Project Summary								
Route System	Route N	Intersection Description	Tru Mile	Cross Product	Skew	On/Near Curve	Development	Severe RA Density	Previous STOP (>5)	Total Star	Numerical Risk Rating	Upgrade Signs & Markings	Street Lig	Close Median(s)	Reduced Conflict Intersecti	Single Quadrant	Grade Separated	Project C	Project Decision/DTE
MN	23	CSAH 23/TIGER DR	75.41210779	«		«	«			«««	3	2	0	1	0	0	0	\$56,000	Accepted



Rural Expressway Intersections



*Includes cost for removing 1 crossover on either side

RA = Right Angle
RCI = Reduced Conflict Intersection

2018 – 2022 Crash Toolkit

INTERSECTION DESCRIPTION							CRITICAL RATES						2017-2021 CRASH DATA						
District	Route	RP	Route ID	Name	County	City / Twsp	Category	FAR	FAR*	FAR Index	CR	CR*	CR Index	K	A	B	C	PDO	Total
8	MN-23	075+0.553	0300000000000	MN 23 and MSAS 135 (Tiger DR	Lyon	Fairview Twp	Thru/STOP, Urb:	5.863	5.120	1.15	0.586	0.400	1.47	0	1	0	2	7	10

CMF – MnDOT j-turn website

J-turns

J-turns are a driving movement proven to reduce serious and fatal crashes caused by “T-bone” crashes at intersections. When using J-turns, drivers focus on one direction of traffic at a time.

Benefits of J-turns

- Eliminates or reduces the highest risk movements – directly crossing multiple lanes of traffic and left turns
- **Shown to reduce fatalities by 70%**
- **Shown to reduce injuries by 42%**
- Designed to help prevent severe broadside or "T-bone" crashes
- Moves traffic safely and effectively
- Simplifies navigation and traffic flow
- Can be designed and built quickly to address fatal crashes
- Maintains access to local roads and businesses

PDO crash CMF has been assumed as 1.00; PDO crashes have minimal effect on the benefit / cost analysis.

2016 Safety Assessment

Recommended Corridor Improvement Plan E

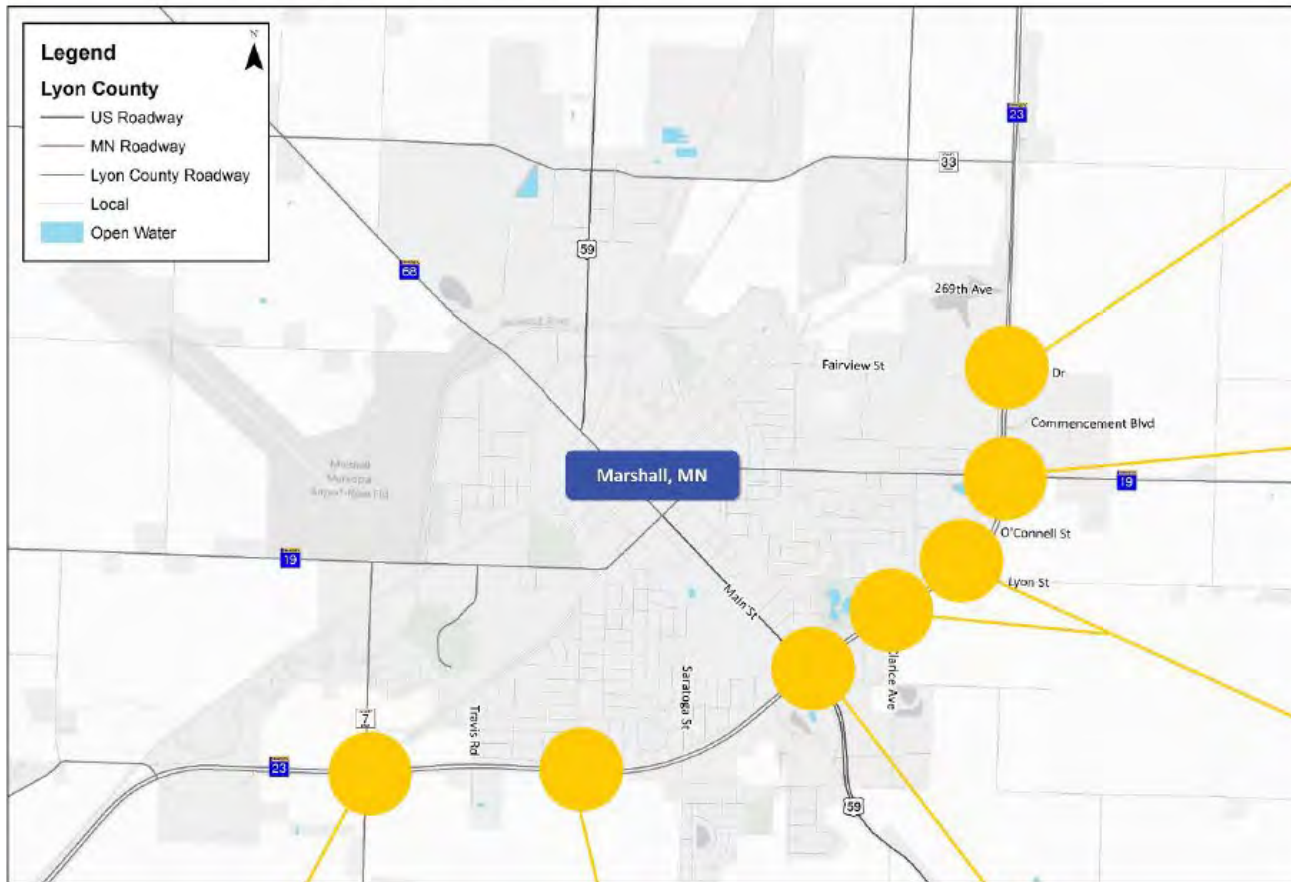
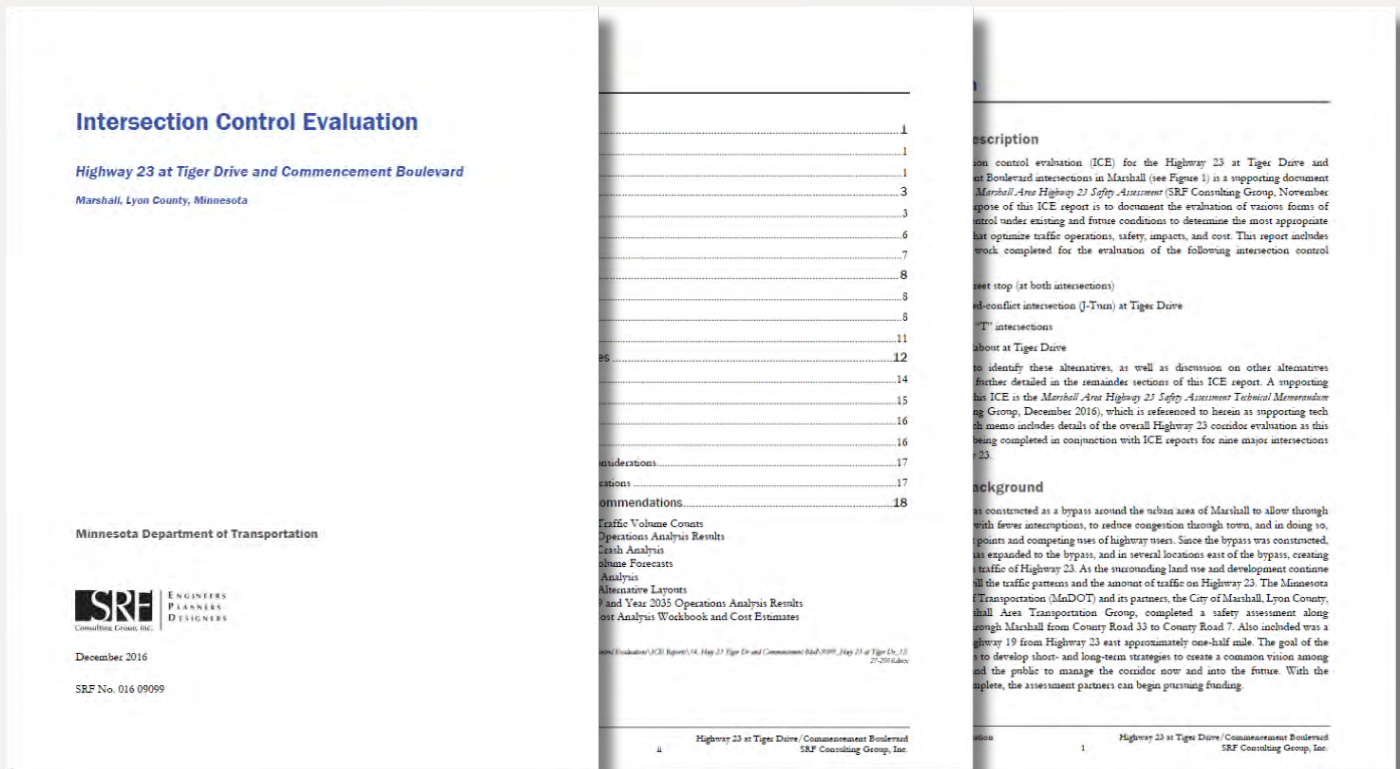


EXHIBIT F

ICE REPORT (DECEMBER 2016)



Intersection Control Evaluation

Highway 23 at Tiger Drive and Commencement Boulevard

Marshall, Lyon County, Minnesota

Minnesota Department of Transportation



December 2016

SRF No. 016 09099

INTERSECTION CONTROL EVALUATION

**Highway 23 at Tiger Drive and Commencement Boulevard
Marshall, Lyon County, Minnesota**

December 2016

I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Leif A. Garnass

Print Name



47153

December 27, 2016

Signature

Reg. No.

Date

APPROVED BY:

City of Marshall: Director of Public Work/City Engineer

Date

Lyon County Highway Engineer

Date

MnDOT District 8 Traffic Engineer

Date

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Introduction

Project Description

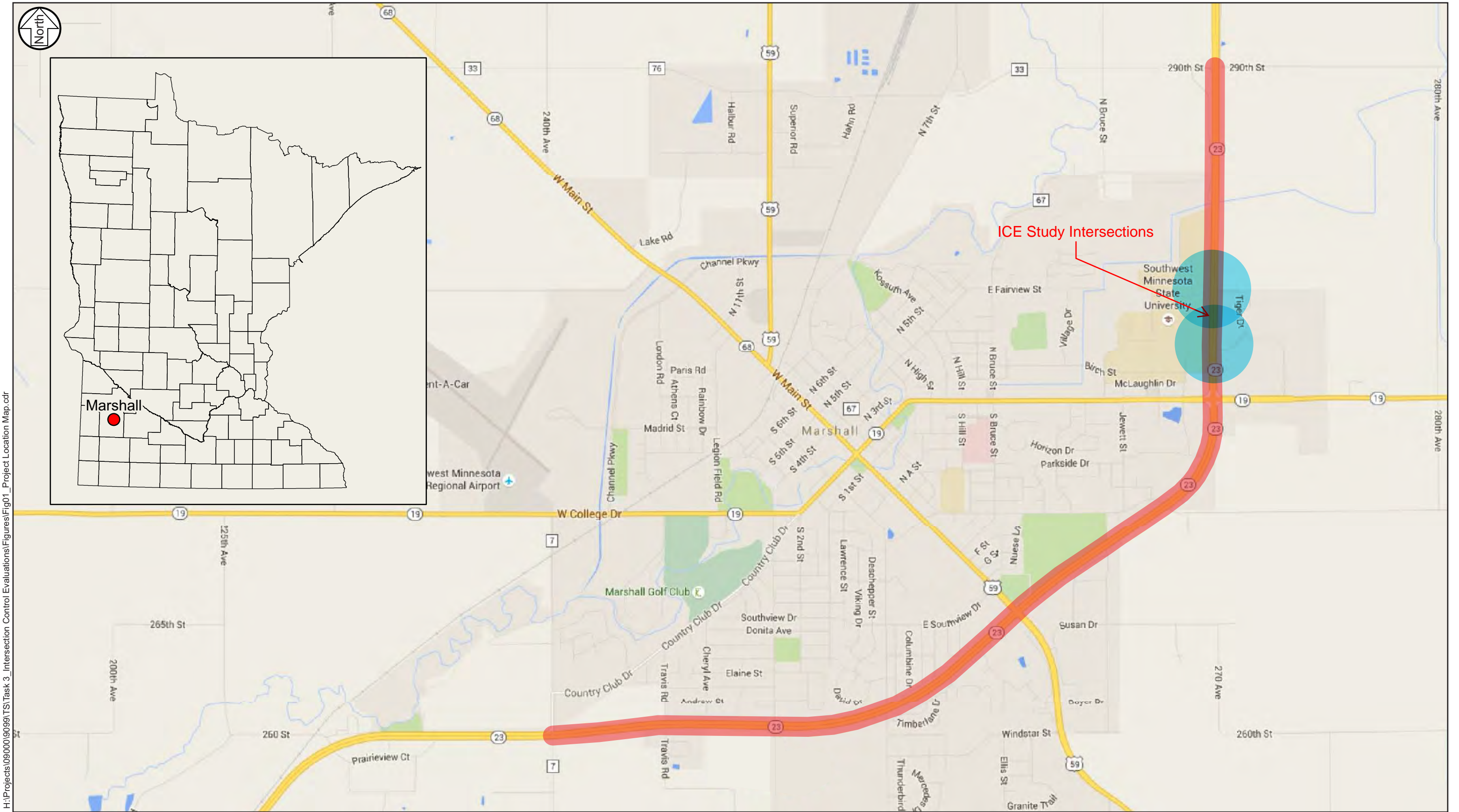
This intersection control evaluation (ICE) for the Highway 23 at Tiger Drive and Commencement Boulevard intersections in Marshall (see Figure 1) is a supporting document for the for the *Marshall Area Highway 23 Safety Assessment* (SRF Consulting Group, November 2016). The purpose of this ICE report is to document the evaluation of various forms of intersection control under existing and future conditions to determine the most appropriate alternative(s) that optimize traffic operations, safety, impacts, and cost. This report includes the technical work completed for the evaluation of the following intersection control alternatives:

- Side-street stop (at both intersections)
- Reduced-conflict intersection (J-Turn) at Tiger Drive
- Offset “T” intersections
- Roundabout at Tiger Drive

The process to identify these alternatives, as well as discussion on other alternatives considered, is further detailed in the remainder sections of this ICE report. A supporting document to this ICE is the *Marshall Area Highway 23 Safety Assessment Technical Memorandum* (SRF Consulting Group, December 2016), which is referenced to herein as supporting tech memo. The tech memo includes details of the overall Highway 23 corridor evaluation as this ICE report is being completed in conjunction with ICE reports for nine major intersections along Highway 23.

Project Background

Highway 23 was constructed as a bypass around the urban area of Marshall to allow through traffic to flow with fewer interruptions, to reduce congestion through town, and in doing so, reduce conflict points and competing uses of highway users. Since the bypass was constructed, development has expanded to the bypass, and in several locations east of the bypass, creating increased cross traffic of Highway 23. As the surrounding land use and development continue to evolve, so will the traffic patterns and the amount of traffic on Highway 23. The Minnesota Department of Transportation (MnDOT) and its partners, the City of Marshall, Lyon County, and the Marshall Area Transportation Group, completed a safety assessment along Highway 23 through Marshall from County Road 33 to County Road 7. Also included was a segment of Highway 19 from Highway 23 east approximately one-half mile. The goal of the assessment was to develop short- and long-term strategies to create a common vision among stakeholders and the public to manage the corridor now and into the future. With the assessment complete, the assessment partners can begin pursuing funding.



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Project Location Map
 Marshall Area Highway 23 Safety Assessment
 Marshall, MN

Figure 1

Existing Conditions

The subject intersections currently exist as a side-street stop controlled intersections where Highway 23 traffic has the right-of-way. Highway 23 is a four-lane divided principal arterial with a posted speed limit of 55 miles per hour (mph). Tiger Drive and Commencement Boulevard are a two-lane roadways that are functionally classified as local roadways with posted speed limits of 30 mph. There is a school speed zone (35 mph) along Highway 23 near the subject intersections as the Marshall High School and Southwest Minnesota State University (SMSU) campuses are located east and west of Highway 23, respectively. The existing lane configurations for the subject intersections are listed in Table 1.

Table 6. Existing Lane Configurations

Approach Leg	Lane Configuration (at Tiger Drive)
Northbound Highway 23	One left-turn lane, two thru lanes, and one right-turn lane
Southbound Highway 23	One left-turn lane, two thru lanes, and one right-turn lane
Eastbound Tiger Drive	One shared left-turn/thru/right-turn lane
Westbound Tiger Drive	One shared left-turn/thru lane and one right-turn lane
Approach Leg	Lane Configuration (at Commencement Boulevard)
Northbound Highway 23	Two thru lanes and one right-turn lane
Southbound Highway 23	Two thru lanes and one right-turn lane
Eastbound Commencement Boulevard	One right-turn lane
Westbound Commencement Boulevard	One right-turn lane

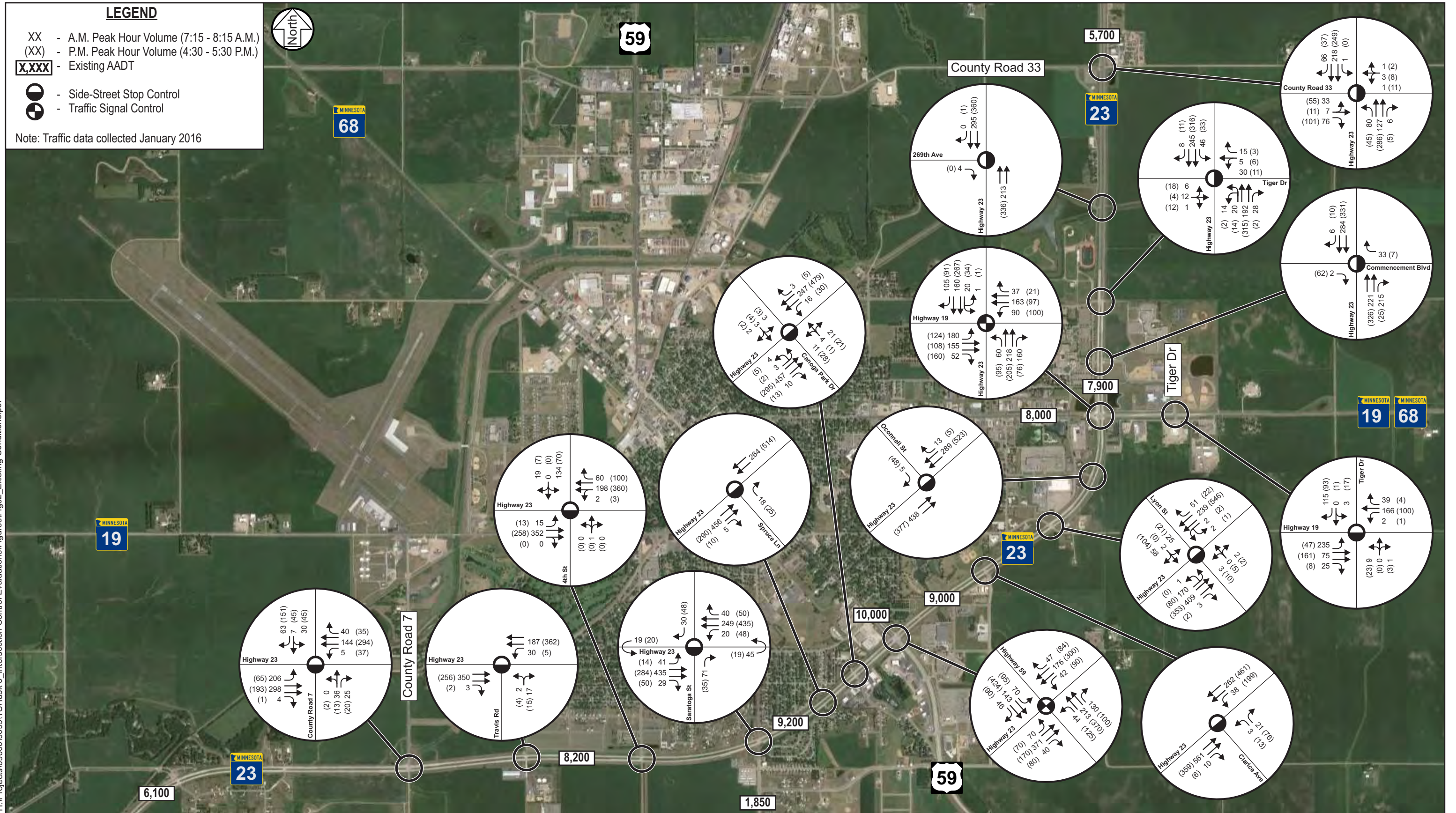
Traffic Assessment

The amount of traffic using Highway 23 was determined by counting vehicles during the weeks of January 11, 2016 and January 25, 2016. These weekday 13-hour turning movement counts were used to establish morning and afternoon peak hour conditions and to estimate the amount of traffic that uses Highway 23 on an average day. The counts were utilized to establish a.m. and p.m. peak hour conditions at the subject intersections as well as to estimate current daily traffic volumes.

The daily traffic volume estimates were compared to historical Annual Average Daily Traffic (AADT) volumes, which were provided by MnDOT. In addition to 13-hour turning movement counts, speed data was collected the week of January 25, 2016. Existing traffic volume data is shown in Figure 2 and included in Attachment A.

Existing peak hour truck volumes are also included in Attachment A. The primary truck turning patterns are at Tiger Drive and they include movements to and from the high school from the south on Highway 23.

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Existing Conditions
 Marshall Area Highway 23 Safety Assessment
 Marshall, MN

Figure 2

An intersection operations analysis was conducted using Synchro/SimTraffic (V9.0) software to determine how traffic is currently operating at the key corridor intersections under existing traffic control and geometry. Intersection operations analysis results identify a Level of Service (LOS) which indicates how well an intersection is operating. Intersections are ranked from LOS A through LOS F. The LOS results are based on the average delay per vehicle, which corresponds to the delay threshold values shown in Table 2. LOS A indicates the best traffic operation and LOS F indicates an intersection where demand exceeds capacity.

Table 2. Level of Service Criteria for Signalized and Unsignalized Intersections

LOS Designation	Signalized Intersection Average Delay/Vehicle (seconds)	Unsignalized Intersection Average Delay/Vehicle (seconds)
A	≤ 10	≤ 10
B	> 10 - 20	> 10 - 15
C	> 20 - 35	> 15 - 25
D	> 35 - 55	> 25 - 35
E	> 55 - 80	> 35 - 50
F	> 80	> 50

Traffic operations at an unsignalized intersection with side-street stop control can be described in two ways. First, consideration is given to the overall intersection level of service. This takes into account the total number of vehicles entering the intersection and the capability of the intersection to support these volumes. Second, it is important to consider the delay on the minor side-street approach. Since the mainline does not have to stop, the majority of delay is attributed to the side-street approaches. It is typical of intersections with higher mainline traffic volumes to experience high levels of delay (i.e. poor levels of service) on the side-street approaches, but an acceptable overall intersection level of service during peak hour conditions.

Results of the existing intersection operations analysis shown in Table 3 indicate the subject intersections currently operate at an overall LOS A or better during the a.m. and p.m. peak hours. In addition, no significant side-street delays or queuing issues were observed in the field or traffic simulation. Details of the existing conditions analysis are included in Attachment B.

Due to the proximity of Marshall High School to the assessment corridor, traffic operations were analyzed to better understand peak conditions. Schools generally have condensed busy periods as compared to typical roadway network a.m. and p.m. peak periods (e.g. traffic near school grounds tends to be busy for a short duration close to school start and end times). The peak 15-minute interval was analyzed (see Table 3), which provides an understanding of operations related to the immediate school area. No changes in delays were observed from acceptable to failing for this time period.

Table 3. Existing Intersection Operations Analysis

Intersection	A.M. Peak Hour		P.M. Peak Hour	
	LOS	Delay	LOS	Delay
Highway 23 and Tiger Drive ¹	A/C	15 sec.	A/B	10 sec.
Highway 23 and Commencement Boulevard ¹	A/A	5 sec.	A/A	5 sec.
Intersection (15 Minute School Peak)	A.M. Peak Hour		P.M. Peak Hour	
	LOS	Delay	LOS	Delay
Highway 23 and Tiger Drive ¹	A/B	14 sec.	A/B	12 sec.
Highway 23 and Commencement Boulevard ¹	A/A	9 sec.	A/A	9 sec.

1) Indicates an unsignalized intersection with side-street stop control, where the overall LOS is shown followed by the worst approach LOS. The delay shown represents the worst side-street approach delay.

Safety Assessment

The Minnesota Crash Mapping Analysis Tool (MnCMAT) was used to obtain the crash history for the years 2010 through 2014. This data included the type of crash that occurred, when and where, the severity of, and contributing factors to the crash, and other useful information. Year 2015 crash data was omitted from the analysis due to impacts from the Highway 23/Saratoga Street intersection construction project.

Intersection and segment crash rates were calculated and compared to statewide average crash rates and critical crash rates. Intersection crash rates are calculated as the number of crashes per million entering vehicles (MEV) while segment crash rates are calculated as the number of crashes per million vehicle miles (MVM). The critical crash rate is a statistical comparison based on similar intersections and segments statewide. An observed crash rate greater than the critical crash rate indicates that the intersection or segment operates outside the expected, normal range. Table 4 summarizes the crash data for the subject intersections. Details are included in Attachment C.

Table 4. Intersection Crash Summary

Intersection	Total Crashes	Severe Crashes (K + A)	Observed Crash Rate	Statewide Average	Critical Rate
Highway 23 and Tiger Drive	3	0	0.18	0.26	0.61
Highway 23 and Commencement Boulevard	2	0	0.13	0.26	0.63

Intersection crash history indicates three recorded crashes at Tiger Drive and two recorded crashes at Commencement Boulevard and from 2010 through 2014. Tiger Drive had one sideswipe passing, one left-turn, and one right angle type crashes. Commencement Boulevard had one rear end and one right angle crash. The calculated crash rate at Tiger Drive is 0.18 per million entering vehicles (MEV), which is less than the expected crash rate of 0.26 per MEV. The calculated crash rate at Commencement Boulevard is 0.13 per MEV, which is less than the expected crash rate of 0.26 per MEV.

One crash at Tiger Drive was an injury related crash (Type A, B, or C). No segments of the Highway 23 corridor experienced crash rates higher than the critical crash rate, as documented in the supporting tech memo.

Speed Assessment

The speed at which drivers are currently driving was determined in February 2016, using radar equipment at five locations along Highway 23. The speeds for 100 vehicles at each location and in each direction were collected. The speeds were only measured for free-flow vehicles that were not part of a platoon (i.e. impeded by another vehicle), slowing down to turn, or accelerating after turning onto Highway 23. Further details of this assessment are provided in the supporting tech memo.

As the assessment relates to this ICE, the maximum speed observed on Highway 23 at 269th Avenue was 64 mph in the northbound direction and 67 mph in the southbound direction. The 85th percentile speed was 61 mph in the northbound direction and 62 mph in the southbound direction. The maximum observed speed in either direction was 12 mph over the posted speed limit, and the 85th percentile speed in both directions was greater than five (5) mph over the posted speed limit. The *Minnesota Manual on Uniform Traffic Control Devices* (MnMUTCD) states, “When a speed limit within a speed zone is posted, it should be within five (5) mph of the 85th percentile speed of free-flowing traffic.” Both of these results indicate that drivers are not obeying the posted speed limit on Highway 23 in vicinity of 269th Avenue.

Based on the speed data collected at this location, drivers are not obeying the posted speed limit on Highway 23 in the vicinity of 269th Avenue. This could potentially be due to the existence of few access points in the area, the location on the fringe of Marshall, and a straight, wide, and flat roadway geometry.

Additional speed data was collected along Highway 23 between Tiger Drive and Commencement Boulevard. The speeds at these locations were impacted by nearby traffic signals, thus vehicles may not have been free-flow. The 85th percentile speeds at these locations were approximately five (5) mph slower than 85th percentile speeds collected at Lyon Street.

Future Conditions

Traffic Volume Forecasts

To evaluate future year conditions, near-term year 2019 and long-term year 2035 a.m. and p.m. peak turning movement volumes were developed for the intersections along the Highway 23 corridor through Marshall between County Road 7 and County Road 33.

Peak hour forecasts were based on both published MnDOT AADTs and existing peak hour turning movement counts collected. For locations with historical AADTs, a trend analysis was completed to estimate year 2035 traffic volumes. The historical annual growth rate was calculated, applied to the most recent AADT and projected to year 2035. A minimum annual growth rate of one percent was assumed for all locations. The resulting annual growth rate was approximately 1.4 percent throughout the corridor. To forecast year 2035 turning movements, daily volumes by approach were estimated based on these growth rates. Linear interpolation between existing and year 2035 turning movement volumes was used to forecast year 2019 volumes.

Details of the traffic volume forecasts are included in Attachment D. Forecasted year 2019 and year 2035 peak hour turning movement volumes are shown in Figures 3 and 4, respectively.

Warrants Analysis

A traffic signal and multiway stop applications warrants analysis was performed as outlined in the January 2014 *Minnesota Manual on Uniform Traffic Control Devices* (Mn/MUTCD) with year 2019 and year 2035 volumes assuming the 70 percent volume thresholds and existing posted speed limits. Minor approach right-turning traffic typically experiences less delay than left-turning traffic under side-street stop and traffic signal controlled conditions depending on the approach lane configuration. Policies established by MnDOT recommend inclusion percentages of right-turning traffic for the warrants analysis based on approach lane configurations and the potential capacity of the minor approach right-turn movement. For the purpose of this ICE which supports a planning study, the minor approach right-turning traffic was included as a part of the warrants analysis.

Based on the results of the analysis, traffic signal control is not warranted under either year 2019 or year 2035 volumes at Tiger Drive. Warrants were not evaluated at Commencement Boulevard since it is not a full access intersection. Detailed warrants analysis results are included in Attachment E.

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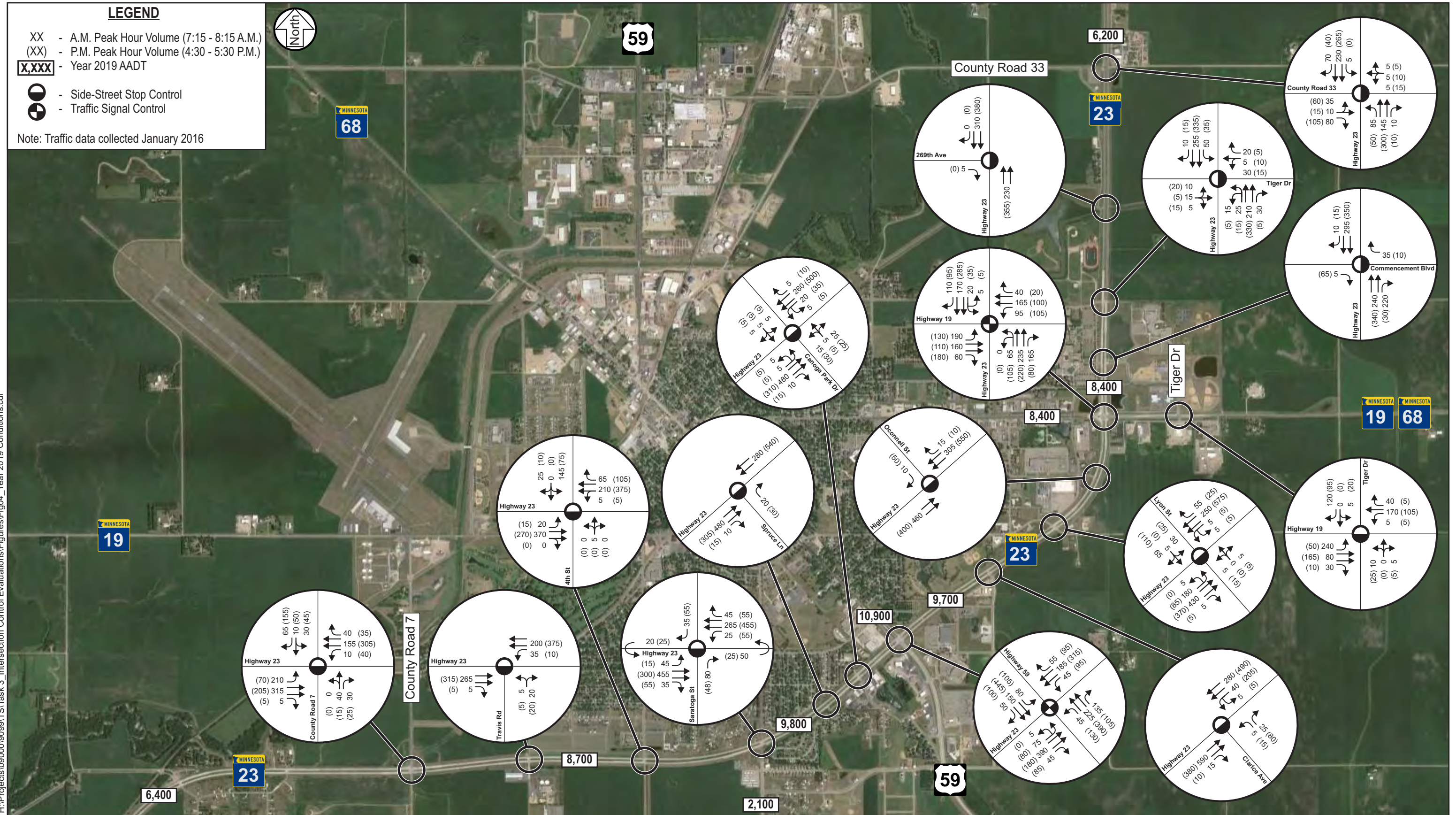
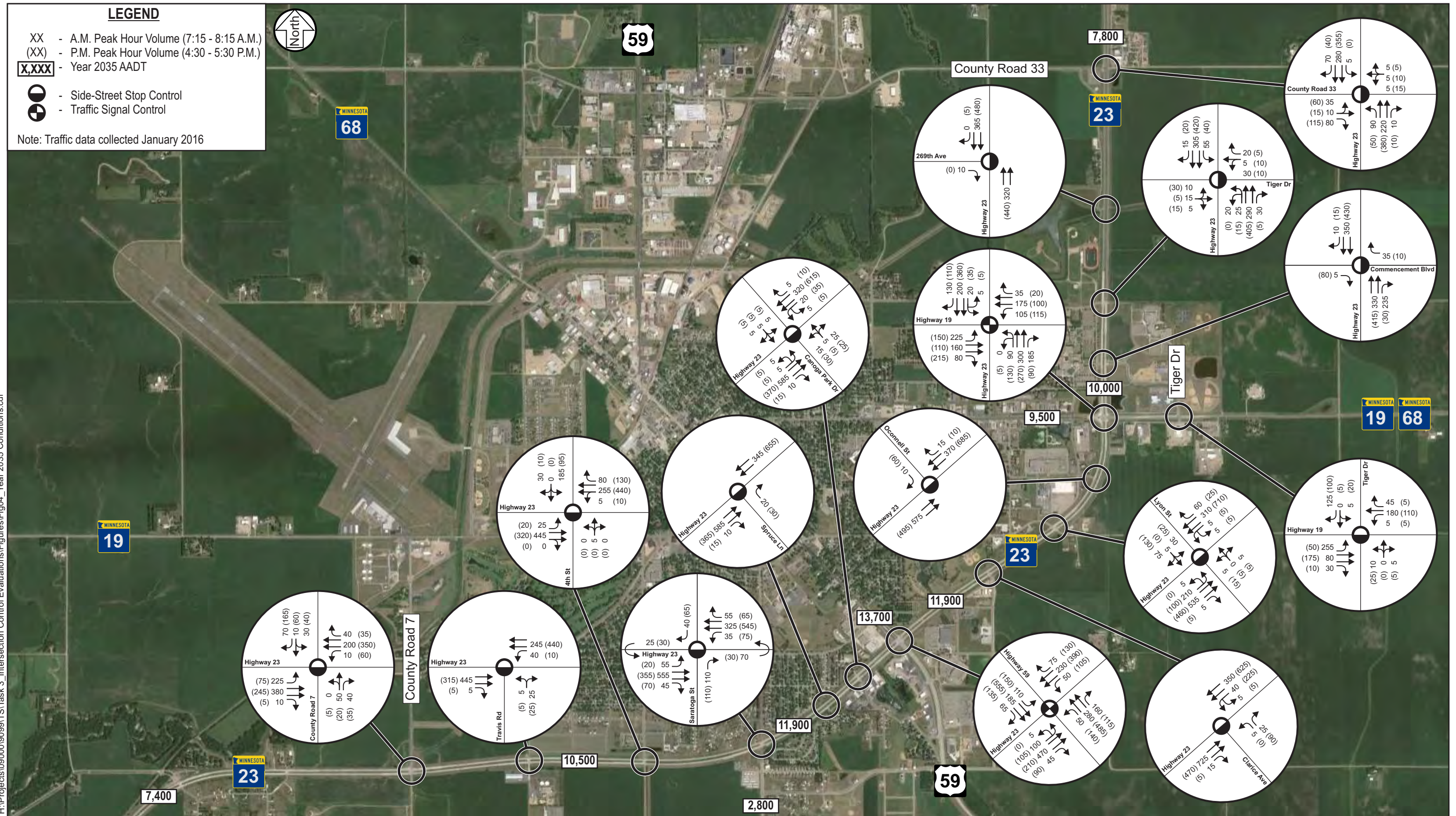


Figure 3

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Intersection Alternatives

Throughout the public and stakeholder engagement process conducted for the assessment, the assessment team heard concerns regarding travel speeds along Highway 23. It was often suggested that the posted speed limit should be lowered along Highway 23 to make the roadway safer. In addition to comments regarding travel speeds and speed limits along the corridor, it was often suggested that interchanges should be constructed through Marshall.

Based on this feedback and the technical analysis completed, roundabouts and J-Turns were considered as intersection strategies because they address the safety issues currently observed along the Highway 23 corridor (e.g. both strategies address right angle and opposing left-turn crashes). In addition to addressing safety, when placed strategically, roundabouts can reduce travel speeds along the Highway 23 corridor and provide safer at-grade pedestrian crossings. The following intersection control alternatives were identified for the Highway 23 at Tiger Drive and Commencement Boulevard intersections:

- Side-street stop (at both intersections)
- Reduced-conflict intersection (J-Turn) at Tiger Drive
- Offset “T” intersections
- Roundabout at Tiger Drive

Detailed alternative layouts are included in Attachment F.

Analysis of Alternatives

The alternatives identified for the subject intersections were evaluated based on the following:

- **Traffic Operations:**
 - Comparison of overall average delay (in seconds) per vehicle under future year 2019 and year 2035 traffic volumes.
 - Travel time comparison of each intersection movement (in seconds) to account for any out of direction travel required.
- **Safety:**
 - Expected crash reduction values were estimated from a combination of Crash Modification Factors Clearinghouse, FHWA's *Desktop Reference for Crash Reduction Factors*, and Locally Expected Values. The crash reduction values were applied to the total number of crashes for each intersection improvement. Engineering judgement was used due to site-specific conditions.
 - Safety is also related to the number of conflict points at an intersection. Conflict points occur at intersections where the travel paths of two vehicles merge, diverge, or cross. Each of these conflict points is a potential location for a crash to occur. The evaluation included a comparison of conflict points by lane.
- **Right-of-Way:**
 - Square footage of right-of-way that will need to be acquired.
- **Benefit-Cost:**
 - Estimated project cost based on year 2015 dollars inflated to year 2016 dollars. Includes right-of-way costs, paving and grading costs, drainage and erosion control costs, bridge costs, street lighting costs, signing and striping costs, and other miscellaneous costs (e.g. mobilization and temporary costs).
 - Benefit-Cost Analysis provides an indication of the economic desirability of an alternative, but results must be weighed by decision-makers along with the assessment of other effects and impacts. Projects are considered cost-effective if the benefit-cost ratio is greater than 1.0. The larger the ratio number, the greater the benefits per unit cost.
 - HSIP BCA Methodology was used to only analyze the safety benefit as it is expected that vehicle miles traveled and vehicle hours traveled will show a disbenefit due to the intersection improvements.

As previously noted, this ICE report is being completed in conjunction with ICE reports for nine major intersections along Highway 23. The alternatives evaluation matrix (Figure 5) summarizes the results of the above evaluation and additional details are provided in the following sections. Pedestrian and bicycle considerations, as well as overall roadway system considerations, were also evaluated and detailed in the following sections.

Location	Existing Access	Meets Access Spacing Guidelines?	Crash History		Total Entering Volume		Alternatives	Safety		Traffic Operations (Future Year 2035 Volumes)				Right-of-Way Impacts (sq ft)	Benefit-Cost Analysis			
			Number of Crashes	Crash Rate	Existing Daily	Year 2035 Daily		Expected Crash Reduction ¹	Conflict Points (per lane)	Overall Delay (sec) A.M. Peak	Worst Movement Travel Time (sec) A.M. Peak	Overall Delay (sec) P.M. Peak	Worst Movement Travel Time (sec) P.M. Peak		Year 2016 Cost (\$)	Benefit-Cost Ratio ²		
CR 7	Full Access (Side-street Stop)	Yes	13	0.75 >Critical	9,500	11,400	Do-Nothing	---	40	4.3	32	SBL	3.4	21	SBT	---	---	
							J-Turn	50%	24	3.2	35	SBT	3.3	35	SBT	---	\$1.7M	1.1
							Offset "T" Intersections with J-Turn	70%	22	3.9	37	SBL	3.2	36	NBL	300,000	\$3.3M	0.9
							Roundabout	50%	20	6.1	8	EBT	5.6	7	WBT	---	\$1.6M	1.2
							Overpass with Jug Handles	70%	22	7.7	19	EBL	6.8	18	WBL	440,000	\$8.2M	0.4
Interchange	70%	30	7.7	19	EBL	7.2	18	WBL	440,000	\$8.2M	0.4							
Travis Rd	Full Access "T" (Side-street Stop)	Yes	1	0.07 <Expected	8,400	10,450	CONTINUE TO MONITOR SAFETY NEAR-TERM RESTRICT OR CLOSE ACCESS LONG-TERM											
4th Street	Full Access (Side-street Stop)	Yes	5	0.30 >Expected	9,100	12,500	Do-Nothing	---	40	5.4	24	SBL	2.3	16	SBL	---	---	
							J-Turn	50%	24	3.4	39	SBL	1.8	36	SBL	---	\$1.5M	1.5
							Roundabout	50%	20	6.1	8	EBT	5.8	6	WBT	---	\$1.6M	1.4
							J-Turn with closed south leg	60%	11	3.4	39	SBL	2.1	36	SBL	---	\$0.6M	5.4
							Roundabout with closed south leg	60%	10	5.9	8	EBT	5.9	6	WBT	---	\$1.5M	1.9
Spruce Ln	Full Access "T" (Side-street Stop)	No	0	0.00 <Expected	9,350	12,000	CONTINUE TO MONITOR SAFETY NEAR-TERM RESTRICT OR CLOSE ACCESS LONG-TERM											
Canoga Park Dr	Full Access (Side-street Stop)	No	2	0.11 <Expected	9,650	12,900	Do-Nothing	---	40	2.8	17	SBT	3.8	20	SBT	---	---	
							Partial 3/4 Access Intersection (close northwest leg)	50%	11	2.5	9	WBU	3.1	7	WBU	---	\$0.3M	1.9
							Full 3/4 Access Intersection	50%	24	2.6	8	WBU	3.1	7	EBU	---	\$0.5M	1.0
Hwy 59	Full Access (Traffic Signal)	Yes	35	1.16 >Critical	16,600	25,750	Do-Nothing	---	52	21.4	50	EBL	28.6	48	EBL	---	---	
							Raised median and Landscaping	55% Peds	52	21.4	50	EBL	28.6	48	EBL	---	\$0.3M	---
							Roundabout	20%	28	7.7	57	WBL	13.3	63	WBL	---	---	---
Clarice Ave	Full Access "T" (Side-street Stop)	Yes	7	0.37 >Expected	10,350	13,550	Do-Nothing	---	11	1.5	14	NBL	2.6	8	WBL	---	---	
Lyon St	Full Access (Side-street Stop)	Yes	10	0.51 >Expected	10,800	14,450	Do-Nothing	---	40	4.0	40	SBL	6.2	71	SBL	---	---	
							J-Turn (with no left-turn conflict at Clarice Ave)	50%	24	2.7	34	WBU	2.6	33	EBU	---	\$1.3M	1.8
							Roundabout (with no left-turn conflict at Clarice Ave)	50%	20	6.3	7	WBL	7.2	9	EBL	---	\$1.8M	1.4
							J-Turn (combined with frontage roads)	70%	24	1.5	36	WBU	1.7	39	EBU	501,000	\$3.5M	1.1
							Roundabout (combined with frontage roads)	70%	20	6.2	7	WBL	6.4	8	EBL	501,000	\$2.4M	1.6
OConnel St	Right-in/Right-out (Side-street Stop)	Yes	0	0.00 <Expected	9,200	13,050	CONTINUE TO MONITOR SAFETY NEAR-TERM RESTRICT OR CLOSE ACCESS LONG-TERM											
Hwy 19	Full Access (Traffic Signal)	Yes	24	0.99 >Critical	13,350	19,500	Do-Nothing	---	52	19.3	50	EBL	21.4	48	EBL	---	---	
							Lengthen Acceleration Lanes	10%	52	20.8	46	WBL	22.1	46	WBL	---	\$0.9M	0.8
							Remove Right-Turn Channelization	10%	52	21.7	55	WBL	23.4	52	WBL	---	\$1.0M	2.1
							Raised Median with Landscaping	55% Peds	52	19.3	50	EBL	21.4	48	EBL	---	\$0.2M	---
							Roundabout	20%	28	7.2	11	WBT	6.6	10	EBT	---	---	---
Commencement Blvd	Right-in/Right-out (Side-street Stop)	No	2	0.13 <Expected	8,400	11,400	Do-Nothing	---	4	0.9	40	SBL	0.9	71	SBL	---	---	
Tiger Dr	Full Access (Side-street Stop)	Yes	3	0.18 <Expected	9,050	10,850	Do-Nothing	---	40	1.9	15	EBL	1.4	18	WBT	---	---	
							Roundabout	50%	20	5.7	7	EBT	6.5	8	EBT	---	\$1.5M	0.3
							J-Turn	50%	24	1.1	32	EBL	1.0	31	WBT	---	\$1.0M	0.4
							Offset "T" Intersections	---	---	1.7	17	WBL	1.0	14	WBL	---	---	---
269th Avenue	Right-in/Right-out (Side-street Stop)	No	1	0.07 <Expected	7,900	9,950	CONTINUE TO MONITOR SAFETY NEAR-TERM RESTRICT OR CLOSE ACCESS LONG-TERM											
CR 33	Full Access (Side-street Stop)	Yes	8	0.42 >Expected	10,350	12,700	CONTINUE TO MONITOR SAFETY NEAR-TERM LONG-TERM CONSTRUCT WB-TO-NB RIGHT-TURN ACCELERATION LANE AND WB-TO-SB LEFT-TURN (INSIDE) ACCELERATION LANE											

Notes:
 1) Expected Crash Reduction Values estimated from a combination of Crash Modification Factors Clearinghouse, FHWA's Desktop Reference for Crash Reduction Factors, and Locally Expected Values. The crash reduction values were applied to the total number of crashes for each intersection improvement. Engineering judgement was used due to site-specific conditions. From FHWA: "The estimate is a useful guide, but it remains necessary to apply engineering judgment and to consider site-specific environmental, traffic volume, traffic mix, geometric, and operational conditions which will affect the safety impact of a countermeasure."
 2) Benefits were calculated from Expected Crash Reduction.
 3) Concept cost estimates were not prepared for alternative.
 4) Strategy was eliminated during discussions with Assessment Team due to needed infrastructure when other viable strategies exist.

Traffic Operations

The year 2019 and year 2035 analyses evaluated the alternatives under future year 2019 and year 2025 volumes, respectively, to determine the expected intersection operations at the subject intersections in the future. Results for year 2019 are shown in Table 5, and results for year 2035 are shown in Table 5. To compare the side-street stop controlled approaches, the worst minor approach movement delay and level of service were also calculated. Results of the year 2019 and year 2035 analyses indicate that all alternatives are expected to operate acceptably. Detailed analysis results are included in Attachment G.

Table 5. Year 2019 Operations Analysis

A.M. Peak	Tiger Drive		Commencement Boulevard	
	LOS	Delay	LOS	Delay
Side-street stop (at both intersections) ¹	A/B	2/12	A/A	1/7
J-Turn at Tiger Drive ¹	A/A	1/2	A/A	1/6
Offset "T" intersections ¹	A/A	1/9	A/B	1/13
Roundabout at Tiger Drive ¹	A/A	5/6	A/A	1/4
P.M. Peak	Tiger Drive		Commencement Boulevard	
	LOS	Delay	LOS	Delay
Side-street stop (at both intersections) ¹	A/B	1/12	A/A	1/5
J-Turn at Tiger Drive ¹	A/A	1/1	A/A	1/5
Offset "T" intersections ¹	A/A	2/8	A/A	1/6
Roundabout at Tiger Drive ¹	A/A	6/7	A/A	1/5

1) Side-street stop controlled intersection "Overall intersection operations/Worst minor approach delay".

2) Roundabout intersection "Overall intersection operations/Worst minor approach delay".

Table 6. Year 2035 Operations Analysis

A.M. Peak	Tiger Drive		Commencement Boulevard	
	LOS	Delay	LOS	Delay
Side-street stop (at both intersections) ¹	A/B	2/12	A/A	1/6
J-Turn at Tiger Drive ¹	A/A	1/2	A/A	1/5
Offset "T" intersections ¹	A/A	2/9	A/B	1/12
Roundabout at Tiger Drive ¹	A/A	6/6	A/A	1/6
P.M. Peak	Tiger Drive		Commencement Boulevard	
	LOS	Delay	LOS	Delay
Side-street stop (at both intersections) ¹	A/B	1/11	A/A	1/5
J-Turn at Tiger Drive ¹	A/A	1/1	A/A	1/6
Offset "T" intersections ¹	A/B	1/10	A/A	1/7
Roundabout at Tiger Drive ¹	A/A	7/7	A/A	1/5

1) Side-street stop controlled intersection "Overall intersection operations/Worst minor approach delay".

2) Roundabout intersection "Overall intersection operations/Worst minor approach delay".

Constructing either a J-Turn or roundabout at Tiger Drive would minimize the side-street delay for drivers at both intersections compared to the existing side-street stop controlled conditions; however, the J-Turn does include additional travel time for out-of-direction travel. This is due to minor-street drivers wanting to make a left-turn on Highway 23 or cross over Highway 23 needing to make a right-turn and downstream U-Turn to complete their movement. It is also important to note the roundabout would require all traffic using the intersection to slow down prior to entering the roundabout; therefore, drivers on Highway 23 would experience added delay that they do not experience today or would experience if a J-Turn is constructed. There is no evident operational benefit for the Offset “T” intersections; therefore, it was not recommended for final consideration by the assessment team and it was removed from further consideration.

Safety

As previously noted, the existing intersection crash history indicates no existing crash issues identified. However, it is typical of intersections with higher mainline traffic volumes to experience delay on the side-street approaches, and as the side-street delay increases drivers tend to accept unsafe gaps and/or take greater risks. Each alternative was analyzed for its potential safety benefit (see Table 7). Each alternative provided a positive safety benefit to the subject intersections over the existing intersection conditions.

Table 7. Crash Reduction Factor

Intersection Alternative	Crash Reduction Factor
Side-street stop (at both intersections)	0%
J-Turn at Tiger Drive	50%
Roundabout	50%

Safety is also related to the number of conflict points at an intersection. Conflict points occur at intersections where the travel paths of two vehicles merge, diverge, or cross. Each of these conflict points is a potential location for a crash to occur. Both J-Turns and roundabouts reduce the number of directions in which drivers are required to look for conflicting traffic. The number of conflict points at Tiger Drive are expected to be minimized with either a J-Turn or roundabout, particularly severe crossing conflicts. J-Turns eliminate the left-turn and through movements from cross street approaches which requires drivers to turn right onto the main road and then make a U-turn maneuver at a one-way median opening after the intersection. Comparatively, the roundabout would have the largest reduction in conflict points per lane. The Commencement Boulevard is already a right-in/right-out intersection that minimizes intersection conflicts, so it is not recommended to change the intersection configuration.

Right-of-Way

Based on the concept drawings developed for each alternative, none of the alternatives are expected to require the acquisition of right-of-way, except the Offset “T” intersections.

Benefit-Cost Analysis

The benefit-cost analysis provides an indication of the economic desirability of an alternative, but results must be weighed by decision-makers along with the assessment of other effects and impacts. Projects are considered cost-effective if the benefit-cost ratio is greater than 1.0. The larger the ratio number, the greater the benefits per unit cost. The following methodology and assumptions were used for the benefit-cost analysis in accordance with Highway Safety Improvement Plan (HSIP) methodology:

1. **Main Components:** The main components analyzed included:
 - a. Crashes by severity.
 - b. Initial capital costs: These costs were broken into different categories in accordance with service life (consistent with the recommendations of MnDOT Office of Planning and Programming, July 2014).
 - c. Remaining Capital Value: The remaining capital value (value of improvement beyond the analysis period) was considered a reduction in cost.
 - d. Maintenance costs.
2. **Analysis Years:** The analysis assumed that each alternative would be constructed in 2019. Therefore, 2020 is the first full year that benefits will be realized from the project. The analysis focused on the twenty-year period from 2020 to 2040 based on 365 days of benefit.
3. **Economic Assumptions:** Project improvements are expected to cause a speed reduction on the corridor therefore Vehicle Miles Traveled (VMT) and Vehicle Hours Traveled (VHT) were not included as benefits. The present value of all benefits and all costs were calculated considering 2016 as the year of current dollars. The assumed discount rate is 1.7 percent per guidelines from the *"Recommended standard values for use in B/C analysis in SFY 2016"*, Minnesota Department of Transportation, Office of Transportation System Management, July 2015. Value of time, operating costs for vehicles, and remaining capital value assumptions were consistent with values also published in the document.
4. **Safety Analysis:** Safety benefits were estimated based on intersection crash data collected above based on the severity of the crashes (Type Fatal, A, B, C, or Property Damage). These crashes were then compared against the estimated crash reduction of each alternative to calculate a safety benefit for each alternative.

- 5. Calculation of Remaining Capital Value:** Because many components of the initial capital costs have service lives well beyond the 20-year benefit-cost analysis period, the remaining capital value was calculated for each alternative. The remaining capital value was subtracted from the initial capital cost to determine the net capital cost. In determining remaining capital value, the initial costs of the alternatives were separated into the following categories:
- a. Right-of-Way
 - b. Major Structures
 - c. Grading and Drainage
 - d. Sub-Base and Base
 - e. Surface

Results of the benefit-cost analysis are included in Table 8. The benefit-cost analysis workbook summary and detailed cost estimates for the alternatives are included in Attachment H.

Table 8. Benefit-Costs Analysis Results

Intersection Alternative	Initial Capital Costs (2016 Dollars)	B/C Ratio
J-Turn at Tiger Drive	\$1.0M	0.4
Roundabout at Tiger Drive	\$1.5M	0.3

Both intersection alternatives carried forward for consideration are not considered cost-effective since the benefit-cost ratio is less than 1.0. This is mainly due to the lack of crash history at the Tiger Drive intersection. However, it is important to note that even though the intersection does not have statistically significant crash history, it has design characteristics similar to other locations along Highway 23 that do have crash issues. Therefore, there are risks in the future for potential crash issues.

Pedestrian and Bicycle Considerations

From a pedestrian and bicycle perspective, there is an existing pedestrian and bicycle underpass at Commencement Boulevard. This facility should be utilized by non-motorized users, and all future non-motorized user infrastructure should direct users to this facility.

Roadway System Considerations

Arterial corridors are intended to provide high mobility with minimal access. Considering the roadway system impacts is important when evaluating the most appropriate form of intersection control. J-Turns would provide easy access to Highway 23 with minimal conflicts, and not impede the flow of traffic along Highway 23. A roundabout, however, would require all traffic to slow down as the geometry of a roundabout induces lower speeds. A roundabout at Tiger Drive would provide the best opportunity to reduce mainline Highway 23 traffic speeds.

Key Findings and Recommendations

The purpose of this ICE was to evaluate various forms of intersection control under existing and future conditions at the Highway 23 at Tiger Drive and Commencement Boulevard intersections in Marshall to determine the most appropriate alternative(s) that optimize traffic operations, safety, impacts, and cost. **Based on the results of this ICE, as well as additional analysis documented in the supporting tech memo, a roundabout is recommended long-term at Highway 23 and Tiger Drive and no changes are recommended for Commencement Boulevard as this intersection is already a partial access intersection.**

The following summarizes the key findings to support this recommendation:

- The existing intersection crash history indicates no existing crash issues identified at either of the subject intersections. However, it is typical of intersections with higher mainline traffic volumes to experience delay on the side-street approaches, and as the side-street delay increases drivers tend to accept unsafe gaps and/or take greater risks. Even though the Tiger Drive intersection does not have a statistically significant crash history, it has design characteristics similar to other locations along Highway 23 that do have crash issues. Therefore, there are risks in the future for potential crash issues.
- Constructing a roundabout would minimize the side-street delay for drivers. It is important to note the roundabout would require all traffic using the intersection to slow down prior to entering the roundabout; therefore, drivers on Highway 23 would experience added delay.
- Based on the speed data collected at 269th Avenue just north of the subject intersections, drivers are not obeying the posted speed limit on Highway 23. Roundabouts calm traffic (i.e. reduce speeds) along roadways by using geometric design rather than traffic control devices. Furthermore, they provide a transition between high-speed rural and low-speed urban environments.
- Based on the concept drawings developed the roundabout is not expected to require the acquisition of right-of-way. As result, constructing a roundabout is considered cost-effective since the benefit-cost ratio is greater than 1.0.

Attachment A

Existing Traffic Volume Counts

Highway 23 at Tiger Dr

1/14/2016

Time	Peds	SB Right	SB Thru	SB Left	SB UTm	Peds	WB Right	WB Thru	WB Left	WB UTm	Peds	NB Right	NB Thru	NB Left	NB UTm	Peds	EB Right	EB Thru	EB Left	EB UTm	15 Minute Total	Hourly Total
06:00	0	1	18	1	0	0	0	0	0	0	0	0	25	0	0	0	0	0	1	0	46	293
06:15	0	1	26	0	0	0	0	0	0	0	0	2	24	0	0	0	3	0	0	0	56	366
06:30	0	0	17	2	0	0	0	0	1	0	0	2	43	1	0	0	0	1	0	0	67	437
06:45	0	0	40	3	0	0	2	0	6	0	0	7	63	3	0	0	0	0	0	0	124	532
07:00	0	0	39	8	0	0	3	0	9	0	0	5	50	3	0	0	1	0	1	0	119	651
07:15	0	1	54	9	0	0	0	0	3	0	0	5	52	2	0	0	0	0	1	0	127	661
07:30	0	1	63	10	0	0	4	1	8	0	0	13	48	3	7	0	0	4	0	0	162	632
07:45	0	1	73	26	0	0	10	3	15	0	0	12	68	13	10	0	1	8	3	0	243	581
08:00	0	5	55	1	0	0	0	1	4	0	0	3	47	10	1	0	0	0	2	0	129	456
08:15	0	6	47	2	0	0	0	0	1	0	0	2	32	7	0	0	0	1	0	0	98	405
08:30	0	6	45	1	0	0	0	0	2	0	0	3	31	18	3	0	1	0	1	0	111	399
08:45	0	7	53	0	0	0	1	0	1	0	0	1	18	33	0	0	2	1	1	0	118	379
09:00	0	4	37	0	0	0	0	0	3	0	0	0	24	10	0	0	0	0	0	0	78	358
09:15	0	3	49	0	0	0	2	0	0	0	0	1	29	5	0	0	1	0	2	0	92	366
09:30	0	2	46	1	0	0	1	0	1	0	0	4	30	5	1	0	0	0	0	0	91	386
09:45	0	4	43	1	0	0	1	1	0	0	0	1	36	5	1	0	3	1	0	0	97	400
10:00	0	4	38	0	0	0	2	0	2	0	0	0	28	9	0	0	2	0	1	0	86	399
10:15	0	1	40	0	0	0	0	0	2	0	0	0	38	19	1	0	8	1	2	0	112	404
10:30	0	1	47	2	0	0	0	1	2	0	0	3	45	0	0	0	3	0	1	0	105	373
10:45	0	1	52	1	0	0	0	0	4	0	0	1	32	4	0	0	0	0	1	0	96	389
11:00	0	1	43	1	0	0	0	0	6	0	0	0	26	8	2	0	0	0	4	0	91	424
11:15	0	0	36	0	0	0	0	1	2	0	0	1	36	1	0	0	1	0	3	0	81	493
11:30	0	5	56	2	0	0	0	0	2	0	0	0	42	2	1	0	7	1	3	0	121	530
11:45	0	2	59	0	0	0	1	0	2	0	0	1	42	6	1	0	12	1	4	0	131	525
12:00	0	0	80	2	0	0	1	1	2	0	0	2	59	4	2	0	2	1	4	0	160	487
12:15	0	1	51	0	0	0	1	0	2	0	0	1	51	5	1	0	1	1	3	0	118	451
12:30	0	2	49	0	0	0	0	1	0	0	0	1	51	6	0	0	2	0	4	0	116	448
12:45	0	1	30	0	0	0	0	0	2	0	0	0	54	5	0	0	0	0	1	0	93	453
13:00	0	1	49	1	0	0	0	4	1	0	0	2	55	10	0	0	0	0	1	0	124	473
13:15	0	3	42	1	1	0	0	3	1	0	0	1	46	15	0	0	1	0	1	0	115	447
13:30	0	5	42	0	0	0	1	4	6	0	0	0	53	3	0	0	1	1	5	0	121	431
13:45	0	0	50	1	0	0	0	0	5	0	0	1	49	2	1	0	1	1	2	0	113	418
14:00	0	0	45	0	0	0	0	0	0	0	0	0	41	7	1	0	1	2	1	0	98	468
14:15	0	2	35	1	0	0	0	0	3	0	0	0	47	1	0	0	5	1	4	0	99	571
14:30	0	1	39	1	0	0	2	0	2	0	0	3	50	1	1	0	4	2	2	0	108	667
14:45	0	1	50	4	0	0	2	0	8	0	0	5	59	2	1	0	13	5	13	0	163	710
15:00	0	2	60	2	0	0	8	4	21	0	0	5	64	8	12	0	5	2	8	0	201	693
15:15	0	3	51	3	0	0	7	2	22	0	0	2	78	4	18	0	4	0	1	0	195	631
15:30	0	0	72	2	0	0	0	1	5	0	0	1	56	1	2	0	5	1	5	0	151	610
15:45	0	0	66	1	0	0	2	4	7	0	0	0	59	3	0	0	2	1	1	0	146	693
16:00	0	4	44	1	0	0	1	1	8	0	0	1	64	4	2	0	4	0	5	0	139	692
16:15	0	5	67	5	0	0	0	1	10	0	0	1	68	6	2	0	3	0	6	0	174	747
16:30	0	4	110	12	0	0	0	1	3	0	0	1	83	3	1	0	7	0	9	0	234	741
16:45	0	2	56	8	0	0	2	2	2	0	0	1	63	3	0	0	1	1	4	0	145	665
17:00	0	2	64	5	0	0	1	2	5	0	0	0	106	4	0	0	1	1	3	0	194	653
17:15	0	2	86	8	0	0	0	1	1	0	0	0	58	4	1	0	3	2	2	0	168	567
17:30	0	2	68	0	0	0	2	1	10	0	0	1	63	3	0	0	4	0	4	0	158	501
17:45	0	4	54	4	0	0	0	1	7	0	0	1	52	2	1	0	3	1	3	0	133	432
18:00	0	1	47	2	0	0	0	1	2	0	0	0	46	4	1	0	1	2	1	0	108	377
18:15	0	1	36	1	0	0	0	1	1	0	0	1	55	2	0	0	1	2	1	0	102	
18:30	0	1	35	0	0	0	0	0	4	0	0	0	40	0	1	0	3	2	3	0	89	
18:45	0	0	33	0	0	0	0	0	0	0	0	0	37	4	0	0	3	0	1	0	78	
7:15		8	245	46	0		14	5	30	0		33	215	28	18		1	12	6			
HV		0	36	0	0		0	0	6	0		5	19	1	0		0	0	0			
HV%		0.0%	17.2%	0.0%	0.0%		0.0%	0.0%	25.0%	0.0%		17.9%	9.7%	3.7%	0.0%		0.0%	0.0%	0.0%			
16:30		10	316	33	0		3	6	11	0		2	310	14	2		12	4	18			
HV		0	23	0	0		0	0	1	0		0	27	0	0		0	0	0			
HV%		0.0%	7.8%	0.0%	0.0%		0.0%	0.0%	10.0%	0.0%		0.0%	9.5%	0.0%	0.0%		0.0%	0.0%	0.0%			

Highway 23 at Tiger Dr

1/19/2016

Time	Peds	SB Right	SB Thru	SB Left	SB UTm	Peds	WB Right	WB Thru	WB Left	WB Utm	Peds	NB Right	NB Thru	NB Left	NB UTm	Peds	EB Right	EB Thru	EB Left	EB UTm	15 Minute Total	Hourly Total
06:00	0	0	17	0	0	0	0	0	0	0	0	1	21	2	0	0	0	0	0	0	41	265
06:15	0	1	20	1	0	0	0	0	2	0	0	1	27	0	0	0	0	0	1	0	53	327
06:30	0	0	19	0	0	0	0	0	0	0	0	3	45	2	0	0	0	1	0	0	70	400
06:45	0	0	28	4	0	0	0	1	6	0	0	11	47	2	0	0	0	2	0	0	101	482
07:00	0	2	33	6	0	0	0	0	0	0	0	5	53	3	0	0	0	0	1	0	103	646
07:15	0	1	54	7	0	0	3	1	2	0	0	8	46	2	0	0	1	0	1	0	126	699
07:30	0	0	59	14	0	0	2	0	6	0	0	7	48	7	3	0	0	6	0	0	152	707
07:45	0	5	86	31	0	0	10	2	11	0	0	24	61	20	9	0	0	4	2	0	265	686
08:00	0	14	50	1	0	0	1	1	3	0	0	2	57	24	1	0	0	1	1	0	156	534
08:15	0	8	67	1	0	0	0	1	2	0	0	2	24	24	0	0	1	2	2	0	134	496
08:30	0	9	57	2	0	0	0	0	2	0	0	1	39	16	0	0	1	0	4	0	131	481
08:45	0	5	48	1	1	0	0	1	0	0	0	2	34	19	1	0	0	0	1	0	113	432
09:00	0	10	42	2	0	0	0	1	3	0	0	0	41	17	1	0	1	0	0	0	118	417
09:15	0	6	51	0	0	0	0	2	1	0	0	1	31	24	0	0	2	1	0	0	119	399
09:30	0	4	37	0	0	0	0	1	2	0	0	0	23	11	0	0	1	1	2	0	82	388
09:45	0	5	42	1	0	0	0	0	0	0	0	2	35	8	1	0	2	0	2	0	98	385
10:00	0	0	49	1	0	0	0	1	1	0	0	0	32	13	1	0	2	0	0	0	100	390
10:15	0	8	37	2	0	0	0	0	2	0	0	3	38	12	0	0	4	0	2	0	108	405
10:30	0	1	32	1	0	0	0	0	2	0	0	0	32	7	1	0	2	0	1	0	79	399
10:45	0	1	46	1	0	0	1	0	6	0	0	0	39	6	0	0	2	0	1	0	103	410
11:00	0	2	53	0	0	0	0	1	6	0	0	0	47	5	1	0	0	0	0	0	115	427
11:15	0	3	37	0	0	0	0	1	0	0	0	0	33	13	2	0	10	1	2	0	102	431
11:30	0	3	37	0	0	0	0	0	3	0	0	0	36	2	1	0	4	0	4	0	90	464
11:45	0	1	53	1	0	0	2	0	2	0	0	2	48	4	1	0	3	0	3	0	120	507
12:00	0	4	56	1	0	0	1	0	0	0	0	1	44	5	2	0	2	0	3	0	119	505
12:15	0	2	51	2	0	0	0	0	0	0	0	1	45	12	0	0	18	1	3	0	135	495
12:30	0	1	48	0	0	0	0	0	3	0	0	0	66	4	2	0	8	0	1	0	133	466
12:45	0	2	49	1	0	0	0	0	2	0	0	1	53	4	1	0	0	0	5	0	118	439
13:00	0	4	34	0	0	0	0	1	2	0	0	1	49	11	0	0	3	1	3	0	109	414
13:15	0	3	29	0	0	0	1	0	6	0	0	0	43	16	1	0	4	0	3	0	106	419
13:30	0	2	46	0	0	0	1	1	7	0	0	1	40	3	1	0	1	0	3	0	106	487
13:45	0	2	40	0	0	0	0	1	2	0	0	2	38	4	0	0	1	1	2	0	93	489
14:00	0	2	45	3	0	0	0	0	7	0	0	4	39	5	0	0	2	2	5	0	114	536
14:15	0	3	35	4	0	0	12	2	24	0	0	8	35	14	20	0	7	3	7	0	174	590
14:30	0	1	34	2	0	0	0	1	2	0	0	3	41	1	0	0	13	2	8	0	108	578
14:45	0	1	51	3	0	0	2	1	7	0	0	5	45	11	3	0	2	1	8	0	140	604
15:00	0	3	40	4	0	0	14	0	22	0	0	8	49	3	14	0	4	0	7	0	168	596
15:15	0	2	51	1	0	0	12	4	21	0	0	0	40	4	25	0	1	0	1	0	162	557
15:30	0	1	51	5	0	0	2	0	6	0	0	1	54	3	0	0	8	1	2	0	134	520
15:45	0	0	59	1	0	0	0	4	7	0	0	1	52	2	2	0	3	1	0	0	132	562
16:00	0	1	65	0	0	0	1	0	6	0	0	0	51	1	0	0	2	0	2	0	129	560
16:15	0	4	49	1	0	0	1	2	4	0	0	1	43	4	1	0	9	1	5	0	125	594
16:30	0	2	94	1	1	0	2	1	3	0	0	1	50	3	4	0	4	1	9	0	176	648
16:45	0	1	62	3	0	0	2	2	2	0	0	2	48	3	2	0	1	0	2	0	130	615
17:00	0	2	65	1	0	0	1	2	4	0	0	1	68	6	2	0	4	2	5	0	163	614
17:15	0	0	83	6	0	0	1	1	4	0	0	1	66	5	2	0	2	3	5	0	179	558
17:30	0	1	67	4	0	0	1	0	1	0	0	1	56	3	0	0	3	0	6	0	143	496
17:45	0	2	39	10	0	0	1	0	2	0	0	0	56	9	0	0	4	2	4	0	129	419
18:00	0	2	32	10	0	0	1	1	4	0	0	2	45	3	0	0	3	0	4	0	107	367
18:15	0	1	38	3	0	0	3	1	14	0	0	0	40	7	2	0	3	1	4	0	117	
18:30	0	0	20	4	0	0	0	0	2	0	0	0	36	0	1	0	1	0	2	0	66	
18:45	0	2	33	3	0	0	0	0	0	0	0	0	32	2	1	0	3	1	0	0	77	
7:15		20	249	53	0		16	4	22	0		41	212	53	13		1	11	4			
HV		0	36	0	0		0	1	5	0		4	26	0	0		0	0	0			
HV%		0.0%	16.9%	0.0%	0.0%		0.0%	33.3%	29.4%	0.0%		10.8%	14.0%	0.0%	0.0%		0.0%	0.0%	0.0%			
16:30		5	304	11	1		6	6	13	0		5	232	17	10		11	6	21			
HV		0	26	1	0		0	0	0	0		0	20	0	0		0	0	0			
HV%		0.0%	9.4%	10.0%	0.0%		0.0%	0.0%	0.0%	0.0%		0.0%	9.4%	0.0%	0.0%		0.0%	0.0%	0.0%			

Highway 23 at Commencement Blvd

1/27/2016

Time	Peds	SB Right	SB Thru	SB Left	SB UTm	Peds	WB Right	WB Thru	WB Left	WB Utm	Peds	NB Right	NB Thru	NB Left	NB UTm	Peds	EB Right	EB Thru	EB Left	EB UTm	15 Minute Total	Hourly Total
06:00	0	0	16	0	0	0	0	0	0	0	0	1	21	0	0	0	0	0	0	0	38	297
06:15	0	1	16	0	0	0	0	0	0	0	0	0	36	0	0	0	0	0	0	0	53	390
06:30	0	2	16	0	0	0	0	0	0	0	0	2	59	0	0	0	0	0	0	0	79	505
06:45	0	2	45	0	0	0	0	0	0	0	0	8	72	0	0	0	0	0	0	0	127	677
07:00	0	1	35	0	0	0	2	0	0	0	0	10	83	0	0	0	0	0	0	0	131	846
07:15	0	2	62	0	0	0	4	0	0	0	0	22	77	0	0	0	1	0	0	0	168	849
07:30	0	3	69	0	0	0	8	0	0	0	0	67	104	0	0	0	0	0	0	0	251	783
07:45	0	1	98	0	0	0	13	0	0	0	0	98	85	0	0	0	1	0	0	0	296	622
08:00	0	4	55	0	0	0	2	0	0	0	0	4	69	0	0	0	0	0	0	0	134	435
08:15	0	2	47	0	0	0	1	0	0	0	0	7	44	0	0	0	1	0	0	0	102	403
08:30	0	3	46	0	0	0	1	0	0	0	0	2	37	0	0	0	1	0	0	0	90	413
08:45	0	1	63	0	0	0	0	0	0	0	0	2	42	0	0	0	1	0	0	0	109	414
09:00	0	0	56	0	0	0	1	0	0	0	0	1	44	0	0	0	0	0	0	0	102	396
09:15	0	0	46	0	0	0	1	0	0	0	0	5	57	0	0	0	3	0	0	0	112	416
09:30	0	1	39	0	0	0	0	0	0	0	0	2	46	0	0	0	3	0	0	0	91	396
09:45	0	2	42	0	0	0	0	0	0	0	0	0	41	0	0	0	6	0	0	0	91	398
10:00	0	1	72	0	0	0	1	0	0	0	0	2	45	0	0	0	1	0	0	0	122	396
10:15	0	1	30	0	0	0	0	0	0	0	0	2	48	0	0	0	11	0	0	0	92	385
10:30	0	1	38	0	0	0	0	0	0	0	0	2	50	0	0	0	2	0	0	0	93	424
10:45	0	0	35	0	0	0	2	0	0	0	0	7	43	0	0	0	2	0	0	0	89	429
11:00	0	0	53	0	0	0	1	0	0	0	0	4	50	0	0	0	3	0	0	0	111	451
11:15	0	1	61	0	0	0	1	0	0	0	0	5	55	0	0	0	8	0	0	0	131	485
11:30	0	2	50	0	0	0	0	0	0	0	0	2	36	0	0	0	8	0	0	0	98	480
11:45	0	1	53	0	0	0	0	0	0	0	0	2	42	0	0	0	13	0	0	0	111	512
12:00	0	0	81	0	0	0	0	0	0	0	0	2	47	0	0	0	15	0	0	0	145	529
12:15	0	0	59	0	0	0	0	0	0	0	0	0	57	0	0	0	10	0	0	0	126	489
12:30	0	0	48	0	0	0	0	0	0	0	0	0	69	0	0	0	13	0	0	0	130	490
12:45	0	0	46	0	0	0	0	0	0	0	0	4	69	0	0	0	9	0	0	0	128	482
13:00	0	1	46	0	0	0	0	0	0	0	0	2	52	0	0	0	4	0	0	0	105	463
13:15	0	0	49	0	0	0	0	0	0	0	0	3	63	0	0	0	12	0	0	0	127	496
13:30	0	0	56	0	0	0	1	0	0	0	0	1	59	0	0	0	5	0	0	0	122	574
13:45	0	0	65	0	0	0	1	0	0	0	0	4	38	0	0	0	1	0	0	0	109	665
14:00	0	0	55	0	0	0	2	0	0	0	0	13	66	0	0	0	2	0	0	0	138	691
14:15	0	1	94	0	0	0	18	0	0	0	0	17	63	0	0	0	12	0	0	0	205	670
14:30	0	0	118	0	0	0	19	0	0	0	0	16	47	0	0	0	13	0	0	0	213	617
14:45	0	1	65	0	0	0	4	0	0	0	0	8	51	0	0	0	6	0	0	0	135	535
15:00	0	1	46	0	0	0	2	0	0	0	0	4	60	0	0	0	4	0	0	0	117	520
15:15	0	2	69	0	0	0	1	0	0	0	0	5	61	0	0	0	14	0	0	0	152	565
15:30	0	0	66	0	0	0	1	0	0	0	0	1	57	0	0	0	6	0	0	0	131	549
15:45	0	0	52	0	0	0	0	0	0	0	0	3	55	0	0	0	10	0	0	0	120	573
16:00	0	2	64	0	0	0	6	0	0	0	0	6	74	0	0	0	10	0	0	0	162	619
16:15	0	0	65	0	0	0	0	0	0	0	0	1	63	0	0	0	7	0	0	0	136	618
16:30	0	1	85	0	0	0	1	0	0	0	0	3	50	0	0	0	15	0	0	0	155	710
16:45	0	2	79	0	0	0	2	0	0	0	0	5	62	0	0	0	16	0	0	0	166	726
17:00	0	2	73	0	0	0	2	0	0	0	0	4	76	0	0	0	4	0	0	0	161	696
17:15	0	2	113	0	0	0	0	0	0	0	0	1	98	0	0	0	14	0	0	0	228	635
17:30	0	2	79	0	0	0	5	0	0	0	0	3	65	0	0	0	17	0	0	0	171	522
17:45	0	1	54	0	0	0	2	0	0	0	0	4	63	0	0	0	12	0	0	0	136	414
18:00	0	2	45	0	0	0	1	0	0	0	0	0	49	0	0	0	3	0	0	0	100	342
18:15	0	0	50	0	0	0	0	0	0	0	0	2	60	0	0	0	3	0	0	0	115	
18:30	0	0	24	0	0	0	0	0	0	0	0	0	36	0	0	0	3	0	0	0	63	
18:45	0	1	22	0	0	0	0	0	0	0	0	2	38	0	0	0	1	0	0	0	64	
7:15		10	284	0	0		27	0	0	0		191	335	0	0		2	0	0			
HV		0	38	0	0		1	0	0	0		0	34	0	0		0	0	0			
HV%		0.0%	15.4%	0.0%	0.0%		3.8%	0.0%	0.0%	0.0%		0.0%	11.3%	0.0%	0.0%		0.0%	0.0%	0.0%			
16:30		7	350	0	0		5	0	0	0		13	286	0	0		49	0	0			
HV		1	18	0	0		0	0	0	0		0	20	0	0		0	0	0			
HV%		16.7%	5.4%	0.0%	0.0%		0.0%	0.0%	0.0%	0.0%		0.0%	7.5%	0.0%	0.0%		0.0%	0.0%	0.0%			

Highway 23 at Commencement Blvd

1/28/2016

Time	Peds	SB Right	SB Thru	SB Left	SB UTm	Peds	WB Right	WB Thru	WB Left	WB Utm	Peds	NB Right	NB Thru	NB Left	NB UTm	Peds	EB Right	EB Thru	EB Left	EB UTm	15 Minute Total	Hourly Total
06:00	0	0	13	0	0	0	0	0	0	0	0	0	24	0	0	0	0	0	0	0	37	272
06:15	0	1	24	0	0	0	0	0	0	0	0	1	28	0	0	0	0	0	0	0	54	344
06:30	0	0	23	0	0	0	0	0	0	0	0	4	44	0	0	0	0	0	0	0	71	426
06:45	0	0	37	0	0	0	0	0	0	0	0	16	57	0	0	0	0	0	0	0	110	567
07:00	0	0	39	0	0	0	1	0	0	0	0	13	56	0	0	0	0	0	0	0	109	748
07:15	0	1	56	0	0	0	2	0	0	0	0	24	53	0	0	0	0	0	0	0	136	829
07:30	0	3	78	0	0	0	10	0	0	0	0	63	58	0	0	0	0	0	0	0	212	893
07:45	0	1	92	0	0	0	17	0	0	0	0	103	77	0	0	0	1	0	0	0	291	779
08:00	0	2	63	0	0	0	4	0	0	0	0	59	61	0	0	0	1	0	0	0	190	586
08:15	0	1	53	0	0	0	0	0	0	0	0	89	57	0	0	0	0	0	0	0	200	490
08:30	0	1	45	0	0	0	0	0	0	0	0	6	43	0	0	0	3	0	0	0	98	378
08:45	0	1	47	0	0	0	0	0	0	0	0	3	44	0	0	0	3	0	0	0	98	398
09:00	0	0	45	0	0	0	0	0	0	0	0	3	46	0	0	0	0	0	0	0	94	396
09:15	0	0	40	0	0	0	0	0	0	0	0	4	42	0	0	0	2	0	0	0	88	377
09:30	0	1	56	0	0	0	0	0	0	0	0	6	52	0	0	0	3	0	0	0	118	402
09:45	0	1	41	0	0	0	1	0	0	0	0	4	46	0	0	0	3	0	0	0	96	377
10:00	0	0	37	0	0	0	0	0	0	0	0	1	34	0	0	0	3	0	0	0	75	380
10:15	0	0	49	0	0	0	1	0	0	0	0	1	52	0	0	0	10	0	0	0	113	417
10:30	0	0	41	0	0	0	0	0	0	0	0	4	45	0	0	0	3	0	0	0	93	405
10:45	0	1	49	0	0	0	0	0	0	0	0	5	42	0	0	0	2	0	0	0	99	426
11:00	0	0	62	0	0	0	1	0	0	0	0	6	41	0	0	0	2	0	0	0	112	474
11:15	0	0	47	0	0	0	0	0	0	0	0	4	49	0	0	0	1	0	0	0	101	476
11:30	0	1	59	0	0	0	1	0	0	0	0	4	41	0	0	0	8	0	0	0	114	627
11:45	0	0	72	0	0	0	0	0	0	0	0	5	51	0	0	0	19	0	0	0	147	648
12:00	0	0	60	0	0	0	0	0	0	0	0	1	43	0	0	0	10	0	0	0	114	639
12:15	0	0	150	0	0	0	42	0	0	0	0	4	53	0	0	0	3	0	0	0	252	652
12:30	0	1	65	0	0	0	1	0	0	0	0	3	63	0	0	0	2	0	0	0	135	525
12:45	0	2	57	0	0	0	0	0	0	0	0	4	72	0	0	0	3	0	0	0	138	504
13:00	0	1	47	0	0	0	1	0	0	0	0	3	71	0	0	0	4	0	0	0	127	483
13:15	0	0	48	0	0	0	2	0	0	0	0	0	72	0	0	0	3	0	0	0	125	473
13:30	0	0	46	0	0	0	1	0	0	0	0	4	60	0	0	0	3	0	0	0	114	468
13:45	0	0	54	0	0	0	1	0	0	0	0	3	53	0	0	0	6	0	0	0	117	463
14:00	0	0	55	0	0	0	1	0	0	0	0	2	53	0	0	0	6	0	0	0	117	521
14:15	0	2	58	0	0	0	2	0	0	0	0	3	49	0	0	0	6	0	0	0	120	620
14:30	0	2	50	0	0	0	1	0	0	0	0	4	45	0	0	0	7	0	0	0	109	722
14:45	0	1	75	0	0	0	1	0	0	0	0	15	63	0	0	0	20	0	0	0	175	760
15:00	0	2	87	0	0	0	18	0	0	0	0	20	82	0	0	0	7	0	0	0	216	732
15:15	0	0	98	0	0	0	16	0	0	0	0	22	77	0	0	0	9	0	0	0	222	678
15:30	0	1	67	0	0	0	2	0	0	0	0	6	63	0	0	0	8	0	0	0	147	615
15:45	0	0	79	0	0	0	3	0	0	0	0	5	56	0	0	0	4	0	0	0	147	650
16:00	0	0	92	0	0	0	4	0	0	0	0	5	46	0	0	0	15	0	0	0	162	686
16:15	0	2	74	0	0	0	2	0	0	0	0	7	62	0	0	0	12	0	0	0	159	695
16:30	0	1	97	0	0	0	1	0	0	0	0	7	58	0	0	0	18	0	0	0	182	751
16:45	0	3	86	0	0	0	2	0	0	0	0	4	77	0	0	0	11	0	0	0	183	746
17:00	0	3	72	0	0	0	3	0	0	0	0	3	82	0	0	0	8	0	0	0	171	750
17:15	0	3	91	0	0	0	1	0	0	0	0	11	84	0	0	0	25	0	0	0	215	693
17:30	0	0	84	0	0	0	1	0	0	0	0	9	74	0	0	0	9	0	0	0	177	585
17:45	0	2	77	0	0	0	1	0	0	0	0	16	82	0	0	0	9	0	0	0	187	513
18:00	0	0	48	0	0	0	2	0	0	0	0	6	55	0	0	0	3	0	0	0	114	442
18:15	0	2	44	0	0	0	1	0	0	0	0	6	53	0	0	0	1	0	0	0	107	
18:30	0	0	38	0	0	0	2	0	0	0	0	11	49	0	0	0	5	0	0	0	105	
18:45	0	1	33	0	0	0	2	0	0	0	0	16	59	0	0	0	5	0	0	0	116	
7:15		7	289	0	0		33	0	0	0		249	249	0	0		2	0	0			
HV		0	42	0	0		0	0	0	0		0	29	0	0		0	0	0			
HV%		0.0%	17.0%	0.0%	0.0%		0.0%	0.0%	0.0%	0.0%		0.0%	13.2%	0.0%	0.0%		0.0%	0.0%	0.0%			
16:30		10	346	0	0		7	0	0	0		25	301	0	0		62	0	0			
HV		0	19	0	0		0	0	0	0		0	16	0	0		0	0	0			
HV%		0.0%	5.8%	0.0%	0.0%		0.0%	0.0%	0.0%	0.0%		0.0%	5.6%	0.0%	0.0%		0.0%	0.0%	0.0%			

Attachment B

Existing Operations Analysis Results

5: TH 23 & CR 33 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	2.2	0.1	0.0	0.0	0.4
Total Del/Veh (s)	3.5	5.2	1.0	0.7	1.4

10: TH 23 & 269th Ave Performance by approach

Approach	EB	NB	SB	All
Denied Del/Veh (s)	0.1	0.0	0.0	0.0
Total Del/Veh (s)	4.7	0.5	0.4	0.5

15: TH 23 & Tiger Dr Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	1.2	0.1	0.0	0.2
Total Del/Veh (s)	14.1	14.7	0.8	0.9	2.5

20: TH 23 & Commencement Blvd Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.1	0.1	0.0	0.1
Total Del/Veh (s)	5.0	4.6	3.4	0.6	2.4

25: TH 23 & TH 19 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	1.8	0.1	0.0	0.0	0.5
Total Del/Veh (s)	25.4	26.0	14.4	14.5	20.1

30: TH 23 & O'Connell St Performance by approach

Approach	EB	NB	SB	All
Denied Del/Veh (s)	0.1	0.0	0.0	0.0
Total Del/Veh (s)	4.7	0.8	4.5	2.3

35: TH 23 & Lyon St Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.1	0.0	0.0	0.0
Total Del/Veh (s)	13.5	16.1	2.1	0.8	2.7

40: Clarice Ave & TH 23 Performance by approach

Approach	EB	WB	NB	All
Denied Del/Veh (s)	0.0	0.0	0.8	0.0
Total Del/Veh (s)	4.6	1.2	6.5	3.6

45: TH 59 & TH 23 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	1.6	1.6	0.8
Total Del/Veh (s)	21.6	20.0	22.3	24.4	22.0

50: Canoga Park Dr & TH 23 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	0.1	0.1	0.0
Total Del/Veh (s)	0.7	4.4	8.3	9.3	2.4

55: Spruce Ln & TH 23 Performance by approach

Approach	EB	WB	NB	All
Denied Del/Veh (s)	0.0	0.0	0.1	0.0
Total Del/Veh (s)	0.3	0.6	4.9	0.5

58: TH 23 & East RCUT U-Turn Performance by approach

Approach	EB	WB	All
Denied Del/Veh (s)	0.0	0.0	0.0
Total Del/Veh (s)	0.8	0.4	0.7

60: Saratoga St & TH 23 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	0.1	0.1	0.0
Total Del/Veh (s)	2.0	0.9	6.7	4.9	2.1

62: West RCUT U-Turn & TH 23 Performance by approach

Approach	EB	WB	All
Denied Del/Veh (s)	0.0	0.0	0.0
Total Del/Veh (s)	0.9	0.6	0.8

65: 4th St & TH 23 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	0.1	0.2	0.0
Total Del/Veh (s)	1.2	0.5	13.9	10.1	2.8

70: Travis Rd & TH 23 Performance by approach

Approach	EB	WB	NB	All
Denied Del/Veh (s)	0.0	0.0	0.1	0.0
Total Del/Veh (s)	0.8	1.1	4.9	1.1

75: CR 7 & TH 23 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	2.0	2.8	0.5
Total Del/Veh (s)	1.7	1.1	10.4	7.9	2.8

80: TH 19 & Tiger Dr Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.6	0.8	0.1	3.9	1.2
Total Del/Veh (s)	6.6	0.8	15.3	1.0	4.1

Total Network Performance

Denied Del/Veh (s)			1.1		
Total Del/Veh (s)			26.5		

Intersection: 5: TH 23 & CR 33

Movement	EB	WB	NB	SB
Directions Served	LT	LTR	L	L
Maximum Queue (ft)	68	22	55	5
Average Queue (ft)	25	4	13	0
95th Queue (ft)	60	16	43	4
Link Distance (ft)	1697	1749		
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)			500	500
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 10: TH 23 & 269th Ave

Movement	EB
Directions Served	R
Maximum Queue (ft)	23
Average Queue (ft)	3
95th Queue (ft)	15
Link Distance (ft)	635
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 15: TH 23 & Tiger Dr

Movement	EB	WB	WB	NB	NB	SB
Directions Served	LTR	LT	R	UL	R	L
Maximum Queue (ft)	48	128	34	32	3	29
Average Queue (ft)	12	26	7	6	0	4
95th Queue (ft)	36	79	26	25	3	19
Link Distance (ft)	426	678				
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)			300	450	450	480
Storage Blk Time (%)						
Queuing Penalty (veh)						

Intersection: 20: TH 23 & Commencement Blvd

Movement	EB	WB
Directions Served	R	R
Maximum Queue (ft)	17	32
Average Queue (ft)	2	14
95th Queue (ft)	11	34
Link Distance (ft)	402	534
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 25: TH 23 & TH 19

Movement	EB	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	T	TR	L	T	T	UL	T	T	UL	T	T
Maximum Queue (ft)	219	158	99	155	104	108	100	86	134	82	114	128
Average Queue (ft)	108	61	25	59	47	50	40	28	58	21	41	48
95th Queue (ft)	188	121	70	119	83	94	82	68	113	62	89	104
Link Distance (ft)		1101	1101		1548	1548		1339	1339		1120	1120
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	310			465			450			450		
Storage Blk Time (%)												
Queuing Penalty (veh)												

Intersection: 30: TH 23 & O'Connell St

Movement	EB
Directions Served	R
Maximum Queue (ft)	37
Average Queue (ft)	5
95th Queue (ft)	25
Link Distance (ft)	545
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 35: TH 23 & Lyon St

Movement	EB	WB	NB
Directions Served	LTR	LTR	UL
Maximum Queue (ft)	108	56	65
Average Queue (ft)	42	5	12
95th Queue (ft)	84	28	42
Link Distance (ft)	490	643	
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			500
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 40: Clarice Ave & TH 23

Movement	WB	NB	NB
Directions Served	UL	L	R
Maximum Queue (ft)	38	24	42
Average Queue (ft)	9	4	11
95th Queue (ft)	29	17	32
Link Distance (ft)			633
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)	500	85	
Storage Blk Time (%)			0
Queuing Penalty (veh)			0

Intersection: 45: TH 59 & TH 23

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	NB
Directions Served	UL	T	T	R	UL	T	T	R	L	T	T	R
Maximum Queue (ft)	124	174	148	45	102	115	141	47	114	168	148	81
Average Queue (ft)	47	70	69	10	32	40	49	12	34	75	29	26
95th Queue (ft)	100	130	126	30	77	93	110	34	80	141	91	56
Link Distance (ft)		1140	1140			2405	2405			701	701	
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	500			500	500			500	280			280
Storage Blk Time (%)												
Queuing Penalty (veh)												

Intersection: 45: TH 59 & TH 23

Movement	SB	SB	SB	SB
Directions Served	L	T	T	R
Maximum Queue (ft)	105	135	104	53
Average Queue (ft)	42	58	18	13
95th Queue (ft)	86	113	61	34
Link Distance (ft)		624	624	
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)	200			200
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 50: Canoga Park Dr & TH 23

Movement	EB	EB	WB	NB	SB
Directions Served	UL	T	UL	LTR	LTR
Maximum Queue (ft)	17	4	36	42	52
Average Queue (ft)	2	0	6	14	8
95th Queue (ft)	12	3	24	33	31
Link Distance (ft)		904		493	333
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)	500		500		
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 55: Spruce Ln & TH 23

Movement	NB
Directions Served	R
Maximum Queue (ft)	24
Average Queue (ft)	10
95th Queue (ft)	27
Link Distance (ft)	517
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 58: TH 23 & East RCUT U-Turn

Movement	EB
Directions Served	U
Maximum Queue (ft)	36
Average Queue (ft)	10
95th Queue (ft)	34
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	500
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 60: Saratoga St & TH 23

Movement	EB	WB	WB	NB	SB
Directions Served	L	L	R	R	R
Maximum Queue (ft)	17	26	7	59	51
Average Queue (ft)	4	3	0	23	15
95th Queue (ft)	14	13	3	45	37
Link Distance (ft)				549	668
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)	500	500	500		
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 62: West RCUT U-Turn & TH 23

Movement	WB
Directions Served	U
Maximum Queue (ft)	32
Average Queue (ft)	6
95th Queue (ft)	24
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	500
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 65: 4th St & TH 23

Movement	EB	EB	WB	NB	SB
Directions Served	L	TR	LT	LTR	LTR
Maximum Queue (ft)	40	5	13	31	126
Average Queue (ft)	3	0	0	1	45
95th Queue (ft)	22	4	6	11	88
Link Distance (ft)		2499	1474	897	1052
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)	500				
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 70: Travis Rd & TH 23

Movement	WB	NB
Directions Served	L	LR
Maximum Queue (ft)	80	52
Average Queue (ft)	15	14
95th Queue (ft)	55	44
Link Distance (ft)		911
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	500	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 75: CR 7 & TH 23

Movement	EB	WB	WB	NB	NB	SB
Directions Served	L	L	R	LT	R	LT
Maximum Queue (ft)	86	12	16	54	44	67
Average Queue (ft)	25	1	1	18	12	17
95th Queue (ft)	57	8	6	38	31	46
Link Distance (ft)				813		664
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)	500	500	500		110	
Storage Blk Time (%)						0
Queuing Penalty (veh)						0

Intersection: 80: TH 19 & Tiger Dr

Movement	EB	WB	NB	SB
Directions Served	L	R	LTR	LT
Maximum Queue (ft)	120	12	66	34
Average Queue (ft)	30	0	9	3
95th Queue (ft)	89	5	39	17
Link Distance (ft)			448	629
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)	480	275		
Storage Blk Time (%)				
Queuing Penalty (veh)				

Network Summary

Network wide Queuing Penalty: 0

5: TH 23 & CR 33 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	2.2	0.1	0.1	0.0	0.5
Total Del/Veh (s)	4.4	8.5	0.8	0.5	1.7

10: TH 23 & 269th Ave Performance by approach

Approach	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	0.0
Total Del/Veh (s)	0.7	0.5	0.6

15: TH 23 & Tiger Dr Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.6	0.0	0.0	0.0
Total Del/Veh (s)	8.7	9.5	0.7	0.9	1.4

20: TH 23 & Commencement Blvd Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.1	0.0	0.0	0.0
Total Del/Veh (s)	4.8	4.6	3.2	0.6	2.2

25: TH 23 & TH 19 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	1.2	0.1	0.1	0.0	0.4
Total Del/Veh (s)	17.8	27.8	17.3	17.1	19.0

30: TH 23 & O'Connell St Performance by approach

Approach	EB	NB	SB	All
Denied Del/Veh (s)	0.1	0.0	0.0	0.0
Total Del/Veh (s)	6.1	0.5	4.9	3.2

35: TH 23 & Lyon St Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.1	0.0	0.0	0.0
Total Del/Veh (s)	10.3	19.0	1.7	1.1	2.5

40: Clarice Ave & TH 23 Performance by approach

Approach	EB	WB	NB	All
Denied Del/Veh (s)	0.0	0.0	0.8	0.1
Total Del/Veh (s)	4.1	2.5	7.7	3.5

45: TH 59 & TH 23 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	1.3	1.1	0.7
Total Del/Veh (s)	24.7	26.7	29.0	28.1	27.4

50: Canoga Park Dr & TH 23 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	0.1	0.1	0.0
Total Del/Veh (s)	0.6	3.9	7.9	9.9	2.9

55: Spruce Ln & TH 23 Performance by approach

Approach	EB	WB	NB	All
Denied Del/Veh (s)	0.0	0.0	0.1	0.0
Total Del/Veh (s)	0.2	0.6	4.5	0.5

58: TH 23 & East RCUT U-Turn Performance by approach

Approach	EB	WB	All
Denied Del/Veh (s)	0.0	0.0	0.0
Total Del/Veh (s)	0.5	0.3	0.4

60: Saratoga St & TH 23 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.0	0.1	0.1	0.0
Total Del/Veh (s)	1.5	1.0	4.7	5.7	1.6

62: West RCUT U-Turn & TH 23 Performance by approach

Approach	EB	WB	All
Denied Del/Veh (s)	0.0	0.0	0.0
Total Del/Veh (s)	0.7	0.7	0.7

65: 4th St & TH 23 Performance by approach

Approach	EB	WB	SB	All
Denied Del/Veh (s)	0.0	0.0	0.1	0.0
Total Del/Veh (s)	0.8	0.7	9.2	1.5

70: Travis Rd & TH 23 Performance by approach

Approach	EB	WB	NB	All
Denied Del/Veh (s)	0.0	0.0	0.1	0.0
Total Del/Veh (s)	0.8	1.0	4.7	1.1

75: CR 7 & TH 23 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	2.2	2.6	0.8
Total Del/Veh (s)	1.1	1.6	7.5	6.3	2.8

80: TH 19 & Tiger Dr Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.3	0.1	3.3	0.8
Total Del/Veh (s)	3.5	0.4	6.9	1.6	2.5

Total Network Performance

Denied Del/Veh (s)			1.0		
Total Del/Veh (s)			29.0		

Intersection: 5: TH 23 & CR 33

Movement	EB	WB	NB
Directions Served	LT	LTR	L
Maximum Queue (ft)	80	31	45
Average Queue (ft)	33	10	10
95th Queue (ft)	66	27	36
Link Distance (ft)	1697	1749	
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			500
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 10: TH 23 & 269th Ave

Movement
Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)
Queuing Penalty (veh)

Intersection: 15: TH 23 & Tiger Dr

Movement	EB	WB	WB	NB	SB
Directions Served	LTR	LT	R	UL	L
Maximum Queue (ft)	37	42	22	30	33
Average Queue (ft)	16	12	2	3	6
95th Queue (ft)	35	35	12	17	21
Link Distance (ft)	426	678			
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)			300	450	480
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 20: TH 23 & Commencement Blvd

Movement	EB	WB
Directions Served	R	R
Maximum Queue (ft)	45	23
Average Queue (ft)	21	6
95th Queue (ft)	38	22
Link Distance (ft)	402	534
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 25: TH 23 & TH 19

Movement	EB	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	T	TR	L	T	T	UL	T	T	UL	T	T
Maximum Queue (ft)	158	110	72	127	68	74	167	97	113	77	121	125
Average Queue (ft)	72	45	20	62	29	32	71	35	46	25	63	56
95th Queue (ft)	127	86	54	114	58	67	131	79	88	63	110	102
Link Distance (ft)		1101	1101		1548	1548		1339	1339		1120	1120
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	310			465			450			450		
Storage Blk Time (%)												
Queuing Penalty (veh)												

Intersection: 30: TH 23 & O'Connell St

Movement	EB
Directions Served	R
Maximum Queue (ft)	58
Average Queue (ft)	22
95th Queue (ft)	44
Link Distance (ft)	545
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 35: TH 23 & Lyon St

Movement	EB	WB	NB
Directions Served	LTR	LTR	UL
Maximum Queue (ft)	124	54	43
Average Queue (ft)	45	13	5
95th Queue (ft)	85	42	25
Link Distance (ft)	490	643	
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			500
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 40: Clarice Ave & TH 23

Movement	EB	WB	NB	NB
Directions Served	T	UL	L	R
Maximum Queue (ft)	4	90	37	52
Average Queue (ft)	0	36	11	23
95th Queue (ft)	3	71	31	43
Link Distance (ft)	2405			633
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)		500	85	
Storage Blk Time (%)				0
Queuing Penalty (veh)				0

Intersection: 45: TH 59 & TH 23

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	NB
Directions Served	UL	T	T	R	UL	T	T	R	L	T	T	R
Maximum Queue (ft)	109	128	127	59	158	185	162	54	158	217	198	84
Average Queue (ft)	52	53	42	20	63	69	74	18	77	113	70	23
95th Queue (ft)	97	102	89	45	127	138	134	40	135	188	156	53
Link Distance (ft)		1140	1140			2405	2405			701	701	
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	500			500	500			500	280			280
Storage Blk Time (%)											0	
Queuing Penalty (veh)											0	

Intersection: 45: TH 59 & TH 23

Movement	SB	SB	SB	SB
Directions Served	L	T	T	R
Maximum Queue (ft)	156	236	207	77
Average Queue (ft)	64	136	86	23
95th Queue (ft)	121	207	175	55
Link Distance (ft)		624	624	
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)	200			200
Storage Blk Time (%)	0	1	0	
Queuing Penalty (veh)	0	1	0	

Intersection: 50: Canoga Park Dr & TH 23

Movement	EB	WB	NB	SB
Directions Served	UL	UL	LTR	LTR
Maximum Queue (ft)	28	32	54	25
Average Queue (ft)	2	7	20	5
95th Queue (ft)	16	26	43	20
Link Distance (ft)			493	333
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)	500	500		
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 55: Spruce Ln & TH 23

Movement	NB
Directions Served	R
Maximum Queue (ft)	28
Average Queue (ft)	12
95th Queue (ft)	29
Link Distance (ft)	517
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 58: TH 23 & East RCUT U-Turn

Movement	EB	EB
Directions Served	U	T
Maximum Queue (ft)	39	11
Average Queue (ft)	5	0
95th Queue (ft)	25	0
Link Distance (ft)		1037
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	500	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 60: Saratoga St & TH 23

Movement	EB	EB	WB	NB	SB
Directions Served	L	R	L	R	R
Maximum Queue (ft)	13	4	26	47	47
Average Queue (ft)	1	0	5	14	16
95th Queue (ft)	7	3	17	35	33
Link Distance (ft)				549	668
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)	500	500	500		
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 62: West RCUT U-Turn & TH 23

Movement	WB
Directions Served	U
Maximum Queue (ft)	25
Average Queue (ft)	6
95th Queue (ft)	22
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	500
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 65: 4th St & TH 23

Movement	EB	EB	WB	SB
Directions Served	L	TR	LT	LTR
Maximum Queue (ft)	20	5	9	59
Average Queue (ft)	3	0	0	26
95th Queue (ft)	16	4	5	46
Link Distance (ft)		2499	1474	1052
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)	500			
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 70: Travis Rd & TH 23

Movement	WB	NB
Directions Served	L	LR
Maximum Queue (ft)	40	46
Average Queue (ft)	3	13
95th Queue (ft)	21	37
Link Distance (ft)		911
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	500	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 75: CR 7 & TH 23

Movement	EB	WB	WB	NB	NB	SB
Directions Served	L	L	R	LT	R	LT
Maximum Queue (ft)	55	24	21	40	36	76
Average Queue (ft)	12	5	1	10	8	28
95th Queue (ft)	40	20	11	31	26	54
Link Distance (ft)				813		664
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)	500	500	500		110	
Storage Blk Time (%)						0
Queuing Penalty (veh)						0

Intersection: 80: TH 19 & Tiger Dr

Movement	EB	NB	SB
Directions Served	UL	LTR	LT
Maximum Queue (ft)	43	47	45
Average Queue (ft)	5	15	11
95th Queue (ft)	24	37	36
Link Distance (ft)		448	629
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)	480		
Storage Blk Time (%)			
Queuing Penalty (veh)			

Network Summary

Network wide Queuing Penalty: 1

Attachment C

Existing Crash Analysis

Intersection Crash History (2010-2014) Summary
 Marshall Area Highway 23 Access and Safety Assessment

Description	Traffic Control	ADT				ADT	Entering Vehicles	Crash Rates			Crashes		Severity						
		Major 1	Major 2	Minor 1	Minor 2			Expected Crash Rate*	Facility Type	Actual Crash Rate	Critical Crash Rate	Severity Rate	Total Crashes	Total Severe Crashes	K	A	B	C	PD
Hwy 23 and CR 7	Thru Stop	6,100	8,200	3,900	830	9,515	17,364,875	0.26	Rural Thru/Stop	0.75	0.60	1.32	13	0	0	0	1	8	4
Hwy 23 and Travis Rd	Thru Stop	8,200	8,200	350		8,375	15,284,375	0.26	Rural Thru/Stop	0.07	0.63	0.20	1	0	0	0	1	0	0
Hwy 23 and 4th Street	Thru Stop	8,200	8,200	1,800		9,100	16,607,500	0.26	Rural Thru/Stop	0.30	0.61	0.66	5	1	0	1	1	1	2
Hwy 23 and Spruce Ln	Thru Stop	9,200	9,200	300		9,350	17,063,750	0.26	Rural Thru/Stop	0.00	0.61	0.00	0	0	0	0	0	0	0
Hwy 23 and Conoga Park Dr	Thru Stop	9,200	9,200	900		9,650	17,611,250	0.26	Rural Thru/Stop	0.11	0.60	0.23	2	0	0	0	1	0	1
Hwy 23 and Hwy 59	Signalized	9,200	9,000	10,000	5,000	16,600	30,295,000	0.43	Signal - Low Volume/High Speed	1.16	0.75	1.45	35	0	0	0	2	5	28
Hwy 23 and Baseline Rd	Thru Stop	9,000	9,000	2,700		10,350	18,888,750	0.26	Rural Thru/Stop	0.37	0.59	0.53	7	0	0	0	1	1	5
Hwy 23 and Lyon St	Thru Stop	9,000	9,000	3,450	150	10,800	19,710,000	0.26	Rural Thru/Stop	0.51	0.58	0.81	10	1	0	1	0	3	6
Hwy 23 and Oconnell St	Thru Stop	9,000	9,000	350		9,175	16,744,375	0.26	Rural Thru/Stop	0.00	0.61	0.00	0	0	0	0	0	0	0
Hwy 23 and Hwy 19	Signalized	9,000	7,900	6,900	3,800	13,350	24,363,750	0.43	Signal - Low Volume/High Speed	0.99	0.79	1.44	24	1	0	1	4	0	19
Hwy 19 and Tiger Dr	Thru Stop	6,000	3,200	2,550		5,875	10,721,875	0.26	Rural Thru/Stop	0.28	0.71	0.28	3	0	0	0	0	9	3
Hwy 23 and Loop St/Commencement Blvd	Thru Stop	7,900	7,900	550	400	8,375	15,284,375	0.26	Rural Thru/Stop	0.13	0.63	0.26	2	0	0	0	1	0	1
Hwy 23 and Tiger Dr	Thru Stop	7,900	7,900	1,500	750	9,025	16,470,625	0.26	Rural Thru/Stop	0.18	0.61	0.30	3	0	0	0	0	2	1
Hwy 23 and 269th Ave	Thru Stop	7,900	7,900	30		7,915	14,444,875	0.26	Rural Thru/Stop	0.07	0.64	0.07	1	0	0	0	0	0	1
Hwy 23 and CR 33	Thru Stop	7,900	5,700	3,550	450	10,350	18,888,750	0.26	Rural Thru/Stop	0.42	0.59	0.74	8	1	0	1	1	1	5
												137	4	0	4	17	27	89	
														0%	3%	12%	20%	65%	

Notes:
 *Expected rates from MnDOT's 2013 Intersection Green Sheets
 ADT estimated using peak hour turning movement counts
 Crash Rate < Expected Crash Rate
 Expected Crash Rate < Crash Rate < Critical Crash Rate
 Crash Rate > Critical Crash Rate
 Intersections using 300ft Radius

Intersection Crash History (2010-2014) Summary
 Marshall Area Highway 23 Access and Safety Assessment

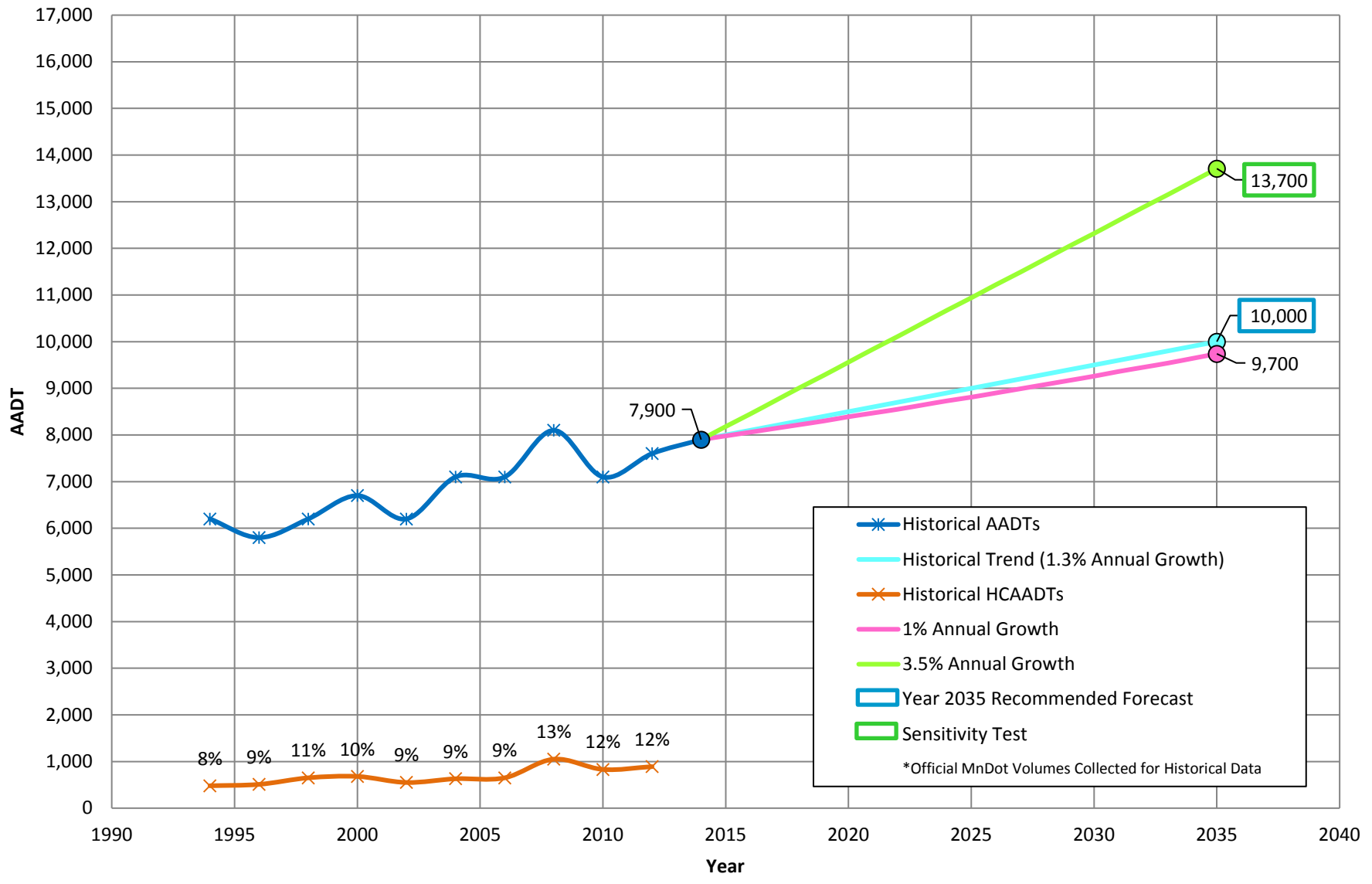
Description	Diagram									Light Condition					Road Condition			
	Rear End	Sideswipe Passing	Left Turn	Runoff Road	Right Angle	Right Turn	Head On	Sideswipe Opposing	Other	Day	Dawn/Dusk	Dark with Streetlights	Dark	Other/Unknown	Dry	Wet	Snow/Slush	Other
Hwy 23 and CR 7	3	0	2	1	4	0	0	0	3	11	0	2	0	0	10	0	3	0
Hwy 23 and Travis Rd	0	0	0	0	1	0	0	0	0	1	0	0	0	0	1	0	0	0
Hwy 23 and 4th Street	1	0	0	0	1	0	0	0	3	5	0	0	0	0	4	1	0	0
Hwy 23 and Spruce Ln	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hwy 23 and Conoga Park Dr	0	0	0	0	1	0	1	0	0	1	1	0	0	0	2	0	0	0
Hwy 23 and Hwy 59	15	9	2	1	4	0	1	0	3	23	0	11	1	0	18	4	12	1
Hwy 23 and Baseline Rd	4	0	0	1	1	0	0	0	1	5	1	1	0	0	6	1	0	0
Hwy 23 and Lyon St	2	3	0	0	3	0	0	0	2	7	2	0	1	0	4	0	6	0
Hwy 23 and Oconnell St	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hwy 23 and Hwy 19	5	4	3	1	6	0	2	0	3	19	1	3	1	0	14	5	5	0
Hwy 19 and Tiger Dr	1	0	0	0	1	0	0	0	1	3	0	0	0	0	3	0	0	0
Hwy 23 and Loop St/Commencement Blvd	1	0	0	0	1	0	0	0	0	2	0	0	0	0	1	1	0	0
Hwy 23 and Tiger Dr	0	1	1	0	1	0	0	0	0	2	0	1	0	0	2	0	1	0
Hwy 23 and 269th Ave	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	1	0	0
Hwy 23 and CR 33	0	1	1	1	4	0	0	0	1	7	0	0	1	0	6	0	2	0
	33	20	9	7	41	0	4	1	22	107	5	21	4	0	86	15	34	2
	24%	15%	7%	5%	30%	0%	3%	1%	16%	78%	4%	15%	3%	0%	63%	11%	25%	1%

Notes:
 *Expected rates from MnDOT's 2013 Intersection Green Sheets
 ADT estimated using peak hour turning movement counts
 Crash Rate < Expected Crash Rate
 Expected Crash Rate < Crash Rate < Critical Crash Rate
 Crash Rate > Critical Crash Rate
 Intersections using 300ft Radius

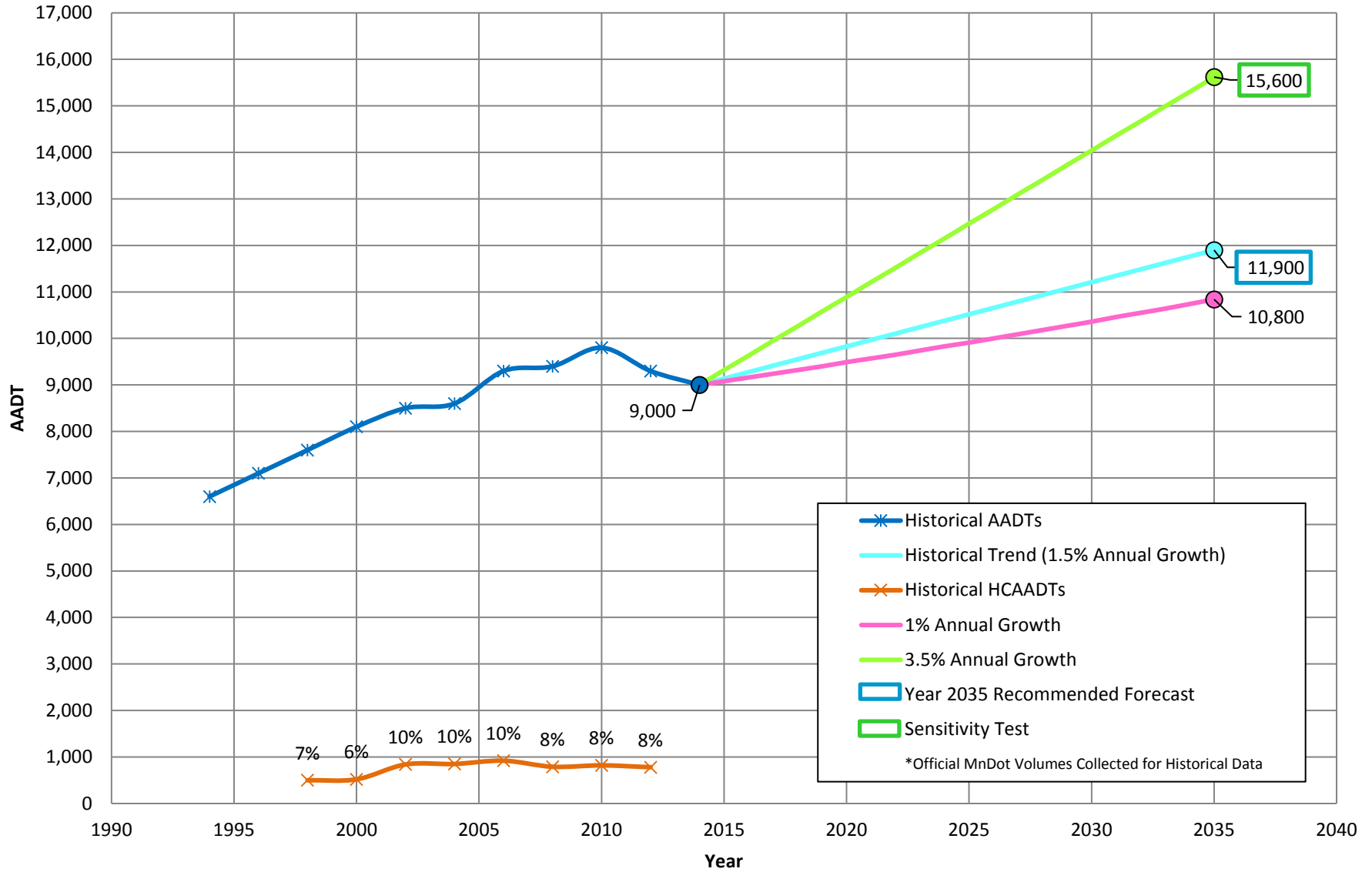
Attachment D

Traffic Volume Forecasts

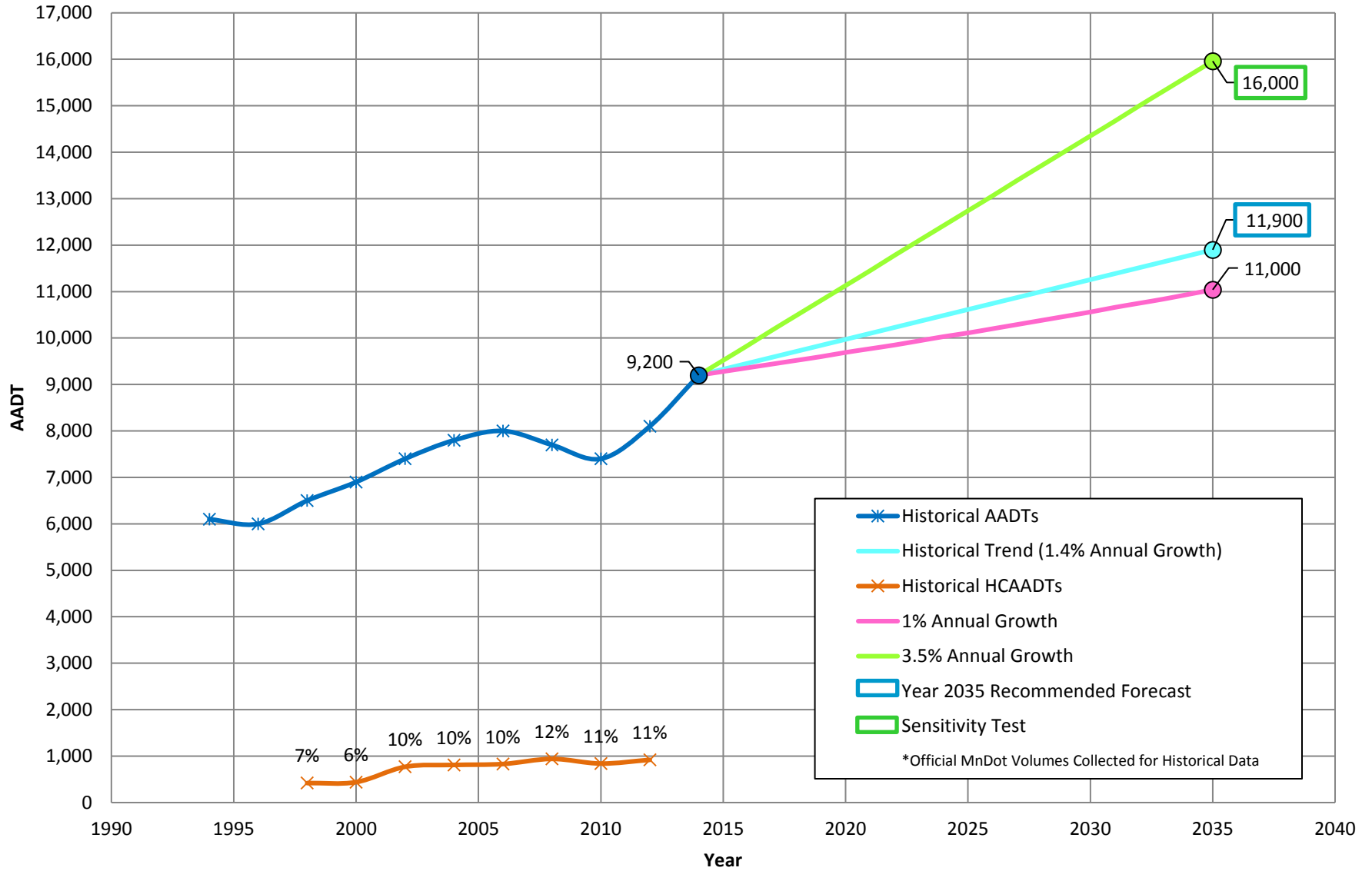
Historical Volume Trends CSAH 33 to MN 19



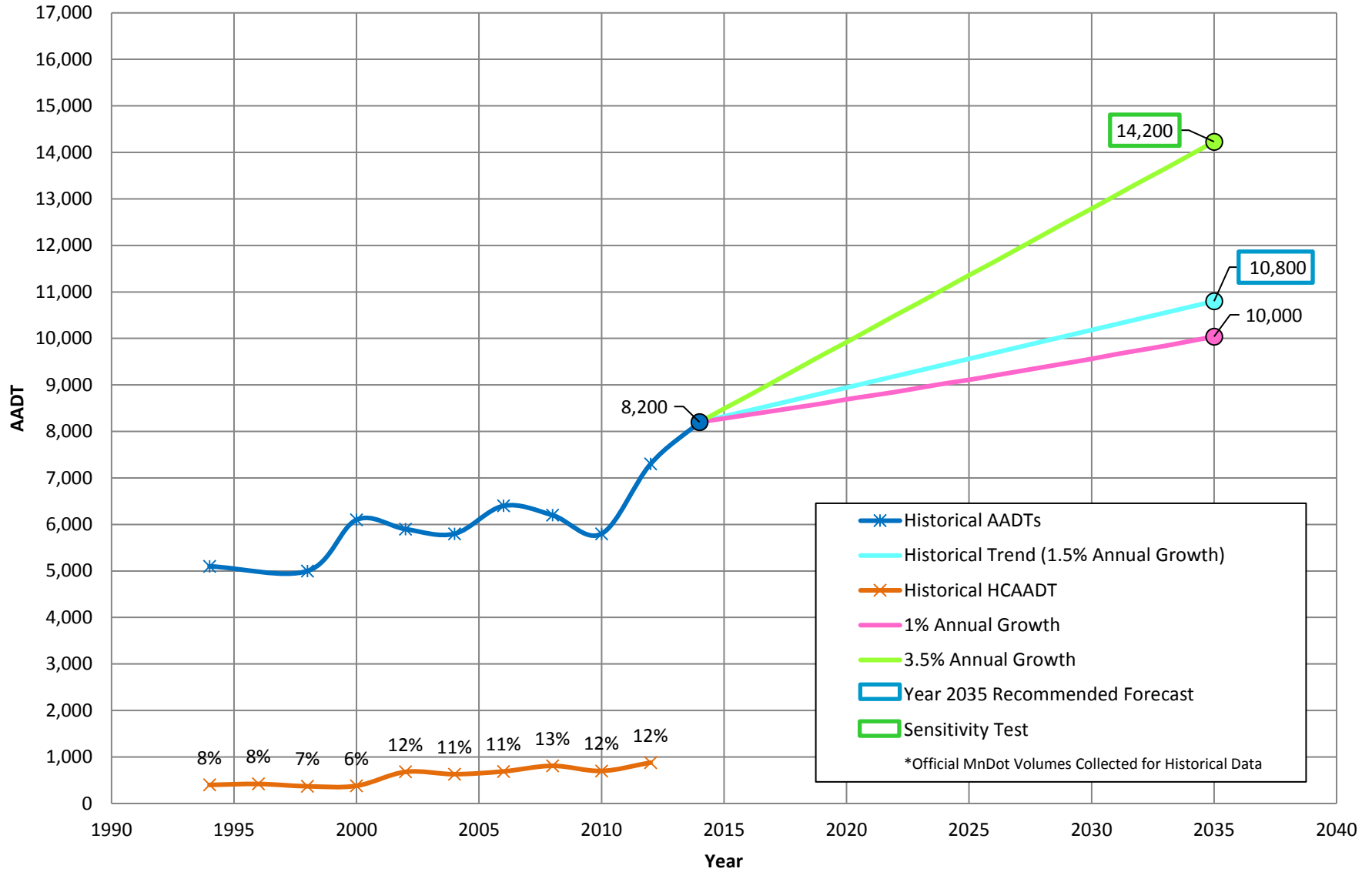
Historical Volume Trends MN 19 to US 59



Historical Volume Trends US 59 to CSAH 35



Historical Volume Trends CSAH 35 to CSAH 7



Attachment E

Warrants Analysis



WARRANTS ANALYSIS

Year 2019

Highway 23 at Tiger Drive
 Marshall Area Hwy 23 Safety Assessment
 City of Marshall, Lyon County

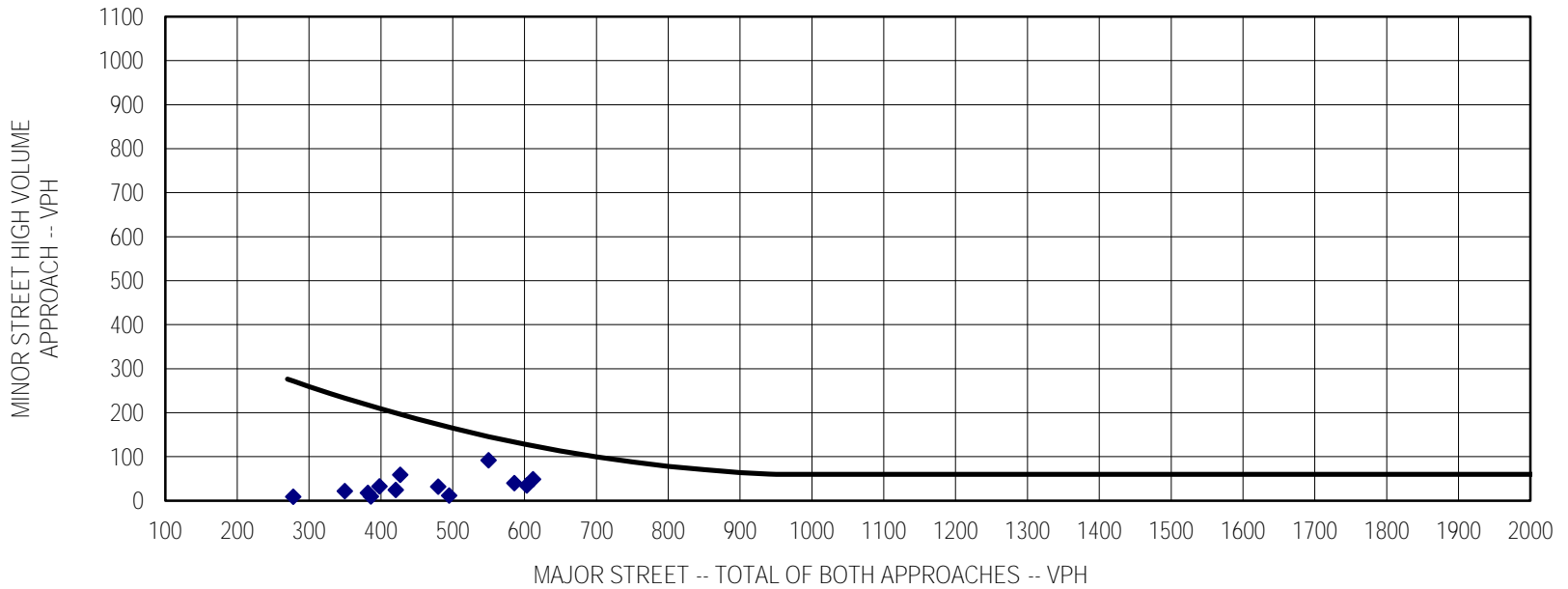
Background Information	Location :	City of Marshall, Lyon County	Speed (mph)	Lanes	Approach	
	Date:	6/23/2016	55	2 or more	Major Approach 1:	Northbound Highway 23
	Analysis Prepared By:	Joe DeVore	55	2 or more	Major Approach 3:	Southbound Highway 23
	Population Less than 10,000:	No	30	1	Minor Approach 2:	Eastbound Tiger Drive
	Seventy Percent Factor Used:	Yes	30	1	Minor Approach 4:	Westbound Tiger Drive

Warrants Analysis: Warrants 1A, 1B and 1C	Hour	Major Approach 1	Major Approach 3	Total 1 + 3	Warrant Met		Minor Approach 2	Minor Approach 4	Largest Minor App.	Warrant Met		Met Same Hours		Combination		MWSA (C)		
					420	630				105	53	Condition A	Condition B	A	B	210	140	
					6 - 7 AM	174				104	278			5	9	9		
7 - 8 AM	307	305	612	X		18	49	49									X	
8 - 9 AM	238	257	495	X		12	11	12									X	
9 - 10 AM	182	204	386			10	10	10									X	
10 - 11 AM	190	192	382			18	14	18									X	
11 - 12 AM	191	207	398			33	16	33									X	
12 - 1 PM	253	227	480	X		32	8	32									X	
1 - 2 PM	235	186	421	X		19	25	25									X	
2 - 3 PM	237	190	427	X		59	40	59		X							X	
3 - 4 PM	299	251	550	X		33	92	92		X				X	X		X	
4 - 5 PM	271	315	586	X		40	30	40									X	
5 - 6 PM	300	303	603	X		35	26	35									X	
6 - 7 PM	190	160	350			22	18	22									X	
7 - 8 PM	0	0	0			0	0	0										
8 - 9 PM	0	0	0			0	0	0										
9 - 10 PM	0	0	0			0	0	0										
10 - 11 PM	0	0	0			0	0	0										
												0	0	1	2	0		

Warrant Summary	Warrant and Description		Hours Met	Hours Required	Met/Not Met
	Warrant 1A:	Minimum Vehicular Volume	0	8	Not Met
Warrant 1B:	Interruption of Continuous Traffic	0	8	Not Met	
Warrant 1C:	Combination of Warrants	1	8	Not Met	
Warrant 2:	Four-Hour Vehicular Volume	0	4	Not Met	
Warrant 3B:	Peak Hour	0	1	Not Met	
MWSA (C):	Multiway Stop Applications Condition C	0	8	Not Met	

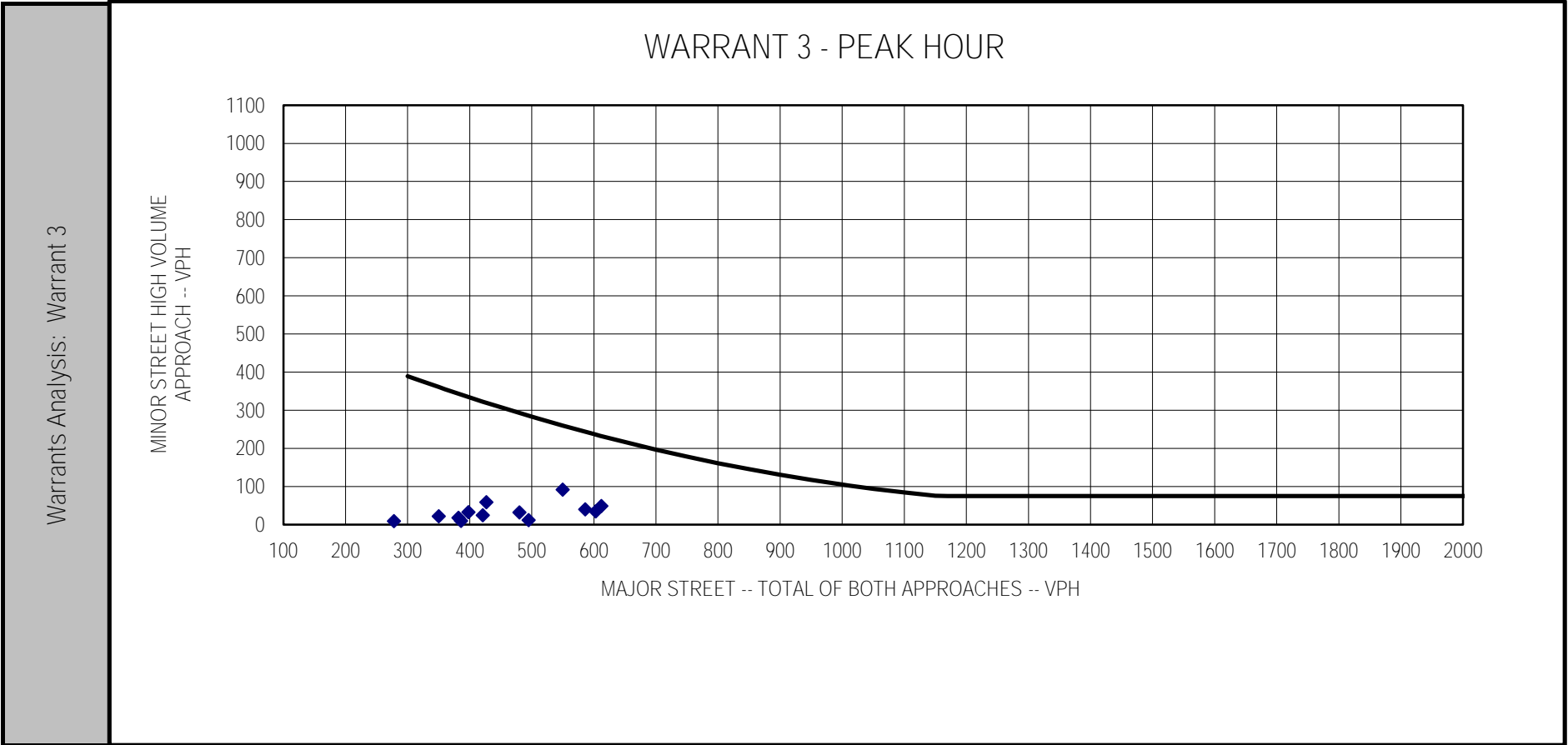
Warrants Analysis: Warrant 2

WARRANT 2 - FOUR-HOUR VEHICULAR VOLUME



Number of Hours Satisfying Requirements:

- Notes:
- 80 VPH APPLIES AS THE LOWER THRESHOLD VOLUME FOR A MINOR STREET APPROACH WITH TWO OR MORE LANES AND 60 VPH APPLIES AS THE LOWER THRESHOLD VOLUME FOR A MINOR STREET APPROACHING WITH ONE LANE.
 - INTERSECTION IS EITHER (1) WITHIN A COMMUNITY LESS THAN 10,000 POPULATION OR (2) HAS SPEEDS ABOVE 40 MPH ON MAJOR STREET.



Number of Hours Satisfying Requirements:

- Notes:
1. 100 VPH APPLIES AS THE LOWER THRESHOLD VOLUME FOR A MINOR STREET APPROACH WITH TWO OR MORE LANES AND 75 VPH APPLIES AS THE LOWER THRESHOLD VOLUME FOR A MINOR STREET APPROACHING WITH ONE LANE.
 2. INTERSECTION IS EITHER (1) WITHIN A COMMUNITY LESS THAN 10,000 POPULATION OR (2) HAS SPEEDS ABOVE 40 MPH ON MAJOR STREET.



WARRANTS ANALYSIS

Year 2035

Highway 23 at Tiger Drive
 Marshall Area Hwy 23 Safety Assessment
 City of Marshall, Lyon County

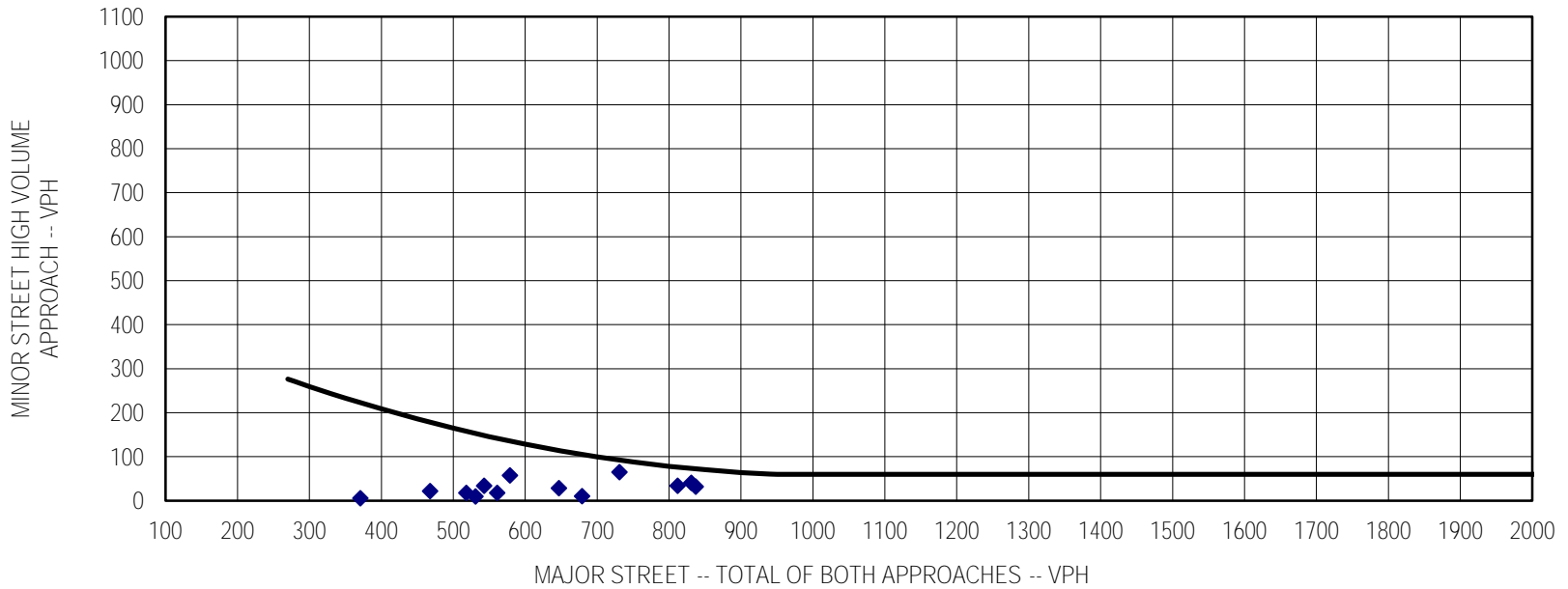
Background Information	Location :	City of Marshall, Lyon County	Speed (mph)	Lanes	Approach	
	Date:	6/23/2016	55	2 or more	Major Approach 1:	Northbound Highway 23
	Analysis Prepared By:	Joe DeVore	55	2 or more	Major Approach 3:	Southbound Highway 23
	Population Less than 10,000:	No	30	1	Minor Approach 2:	Eastbound Tiger Drive
	Seventy Percent Factor Used:	Yes	30	1	Minor Approach 4:	Westbound Tiger Drive

Warrants Analysis: Warrants 1A, 1B and 1C	Hour	Major Approach 1	Major Approach 3	Total 1 + 3	Warrant Met		Minor Approach 2	Minor Approach 4	Largest Minor App.	Warrant Met		Met Same Hours		Combination		MWSA (C)		
					420	630				105	53	Condition A	Condition B	A	B	210	140	
					6 - 7 AM	226				145	371			5	6	6		
7 - 8 AM	405	432	837	X	X	17	32	32									X	
8 - 9 AM	317	362	679	X	X	11	8	11									X	
9 - 10 AM	245	286	531	X		10	7	10									X	
10 - 11 AM	250	268	518	X		18	10	18									X	
11 - 12 AM	254	289	543	X		34	11	34									X	
12 - 1 PM	330	317	647	X	X	29	6	29									X	
1 - 2 PM	303	258	561	X		18	18	18									X	
2 - 3 PM	313	266	579	X		58	28	58		X					X		X	
3 - 4 PM	382	349	731	X	X	34	65	65		X		X		X			X	
4 - 5 PM	378	453	831	X	X	41	22	41									X	
5 - 6 PM	389	423	812	X	X	34	19	34									X	
6 - 7 PM	245	223	468	X		22	13	22									X	
7 - 8 PM	0	0	0			0	0	0										
8 - 9 PM	0	0	0			0	0	0										
9 - 10 PM	0	0	0			0	0	0										
10 - 11 PM	0	0	0			0	0	0										
												0	1	0	2	0		

Warrant Summary	Warrant and Description		Hours Met	Hours Required	Met/Not Met
	Warrant 1A:	Minimum Vehicular Volume	0	8	Not Met
Warrant 1B:	Interruption of Continuous Traffic	1	8	Not Met	
Warrant 1C:	Combination of Warrants	0	8	Not Met	
Warrant 2:	Four-Hour Vehicular Volume	0	4	Not Met	
Warrant 3B:	Peak Hour	0	1	Not Met	
MWSA (C):	Multiway Stop Applications Condition C	0	8	Not Met	

Warrants Analysis: Warrant 2

WARRANT 2 - FOUR-HOUR VEHICULAR VOLUME

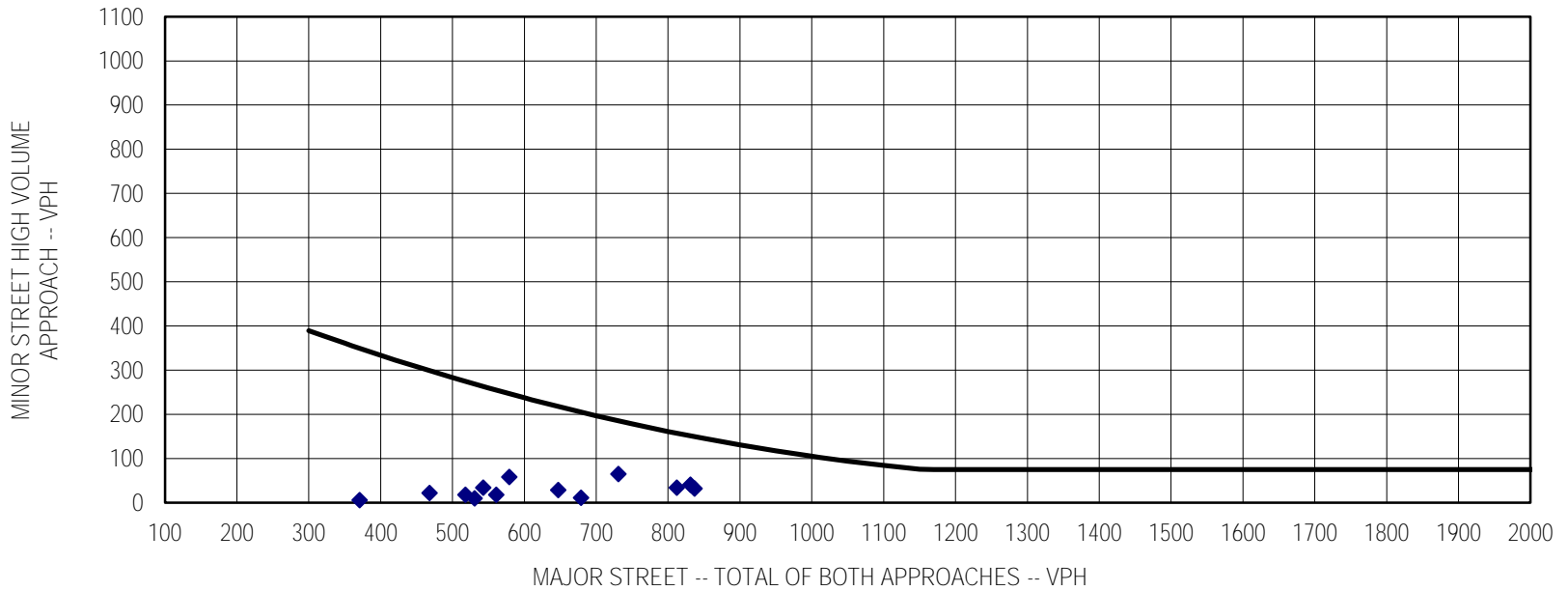


Number of Hours Satisfying Requirements:

- Notes:
1. 80 VPH APPLIES AS THE LOWER THRESHOLD VOLUME FOR A MINOR STREET APPROACH WITH TWO OR MORE LANES AND 60 VPH APPLIES AS THE LOWER THRESHOLD VOLUME FOR A MINOR STREET APPROACHING WITH ONE LANE.
 2. INTERSECTION IS EITHER (1) WITHIN A COMMUNITY LESS THAN 10,000 POPULATION OR (2) HAS SPEEDS ABOVE 40 MPH ON MAJOR STREET.

WARRANT 3 - PEAK HOUR

Warrants Analysis: Warrant 3



Number of Hours Satisfying Requirements:

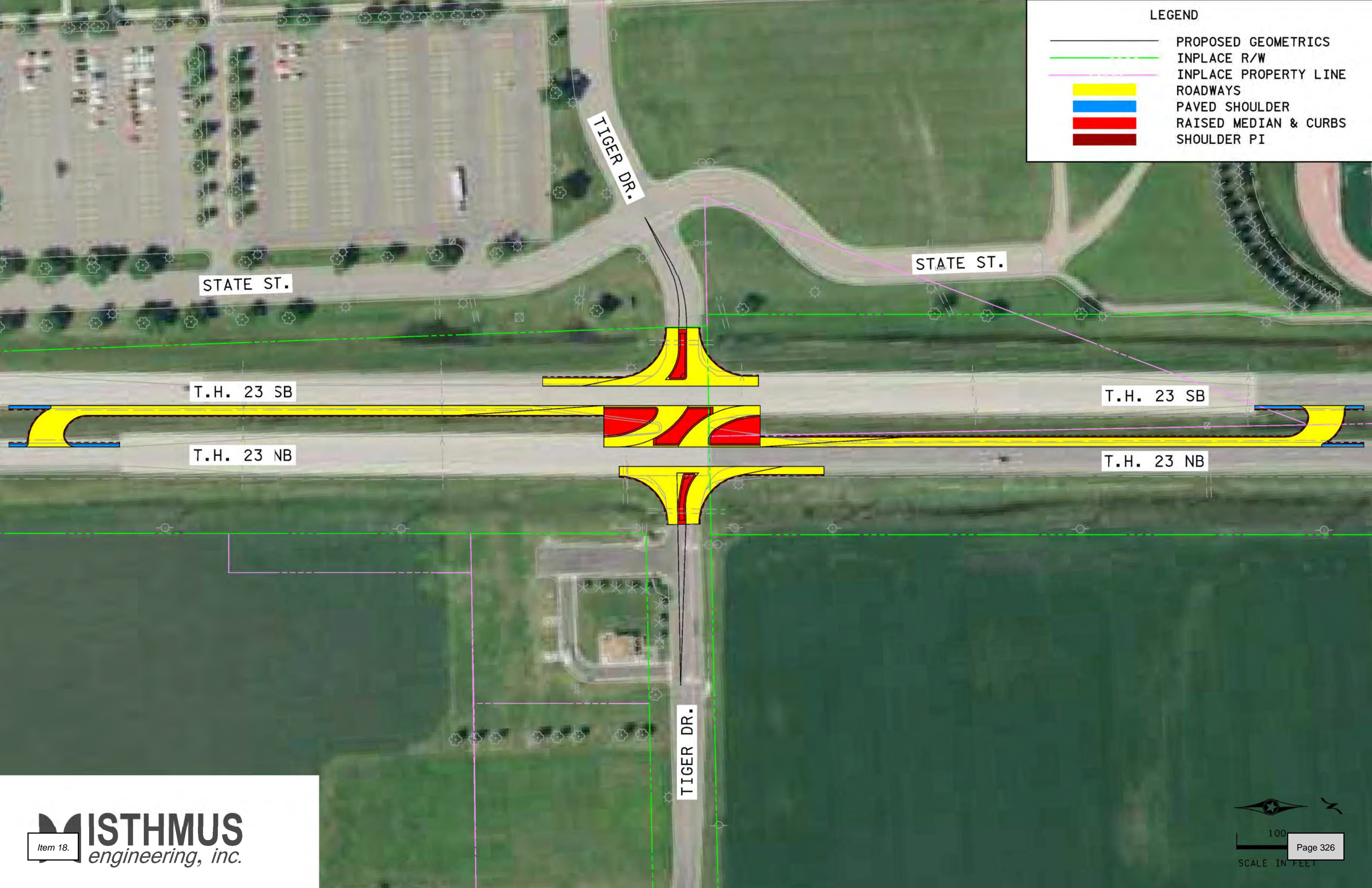
- Notes:
1. 100 VPH APPLIES AS THE LOWER THRESHOLD VOLUME FOR A MINOR STREET APPROACH WITH TWO OR MORE LANES AND 75 VPH APPLIES AS THE LOWER THRESHOLD VOLUME FOR A MINOR STREET APPROACHING WITH ONE LANE.
 2. INTERSECTION IS EITHER (1) WITHIN A COMMUNITY LESS THAN 10,000 POPULATION OR (2) HAS SPEEDS ABOVE 40 MPH ON MAJOR STREET.

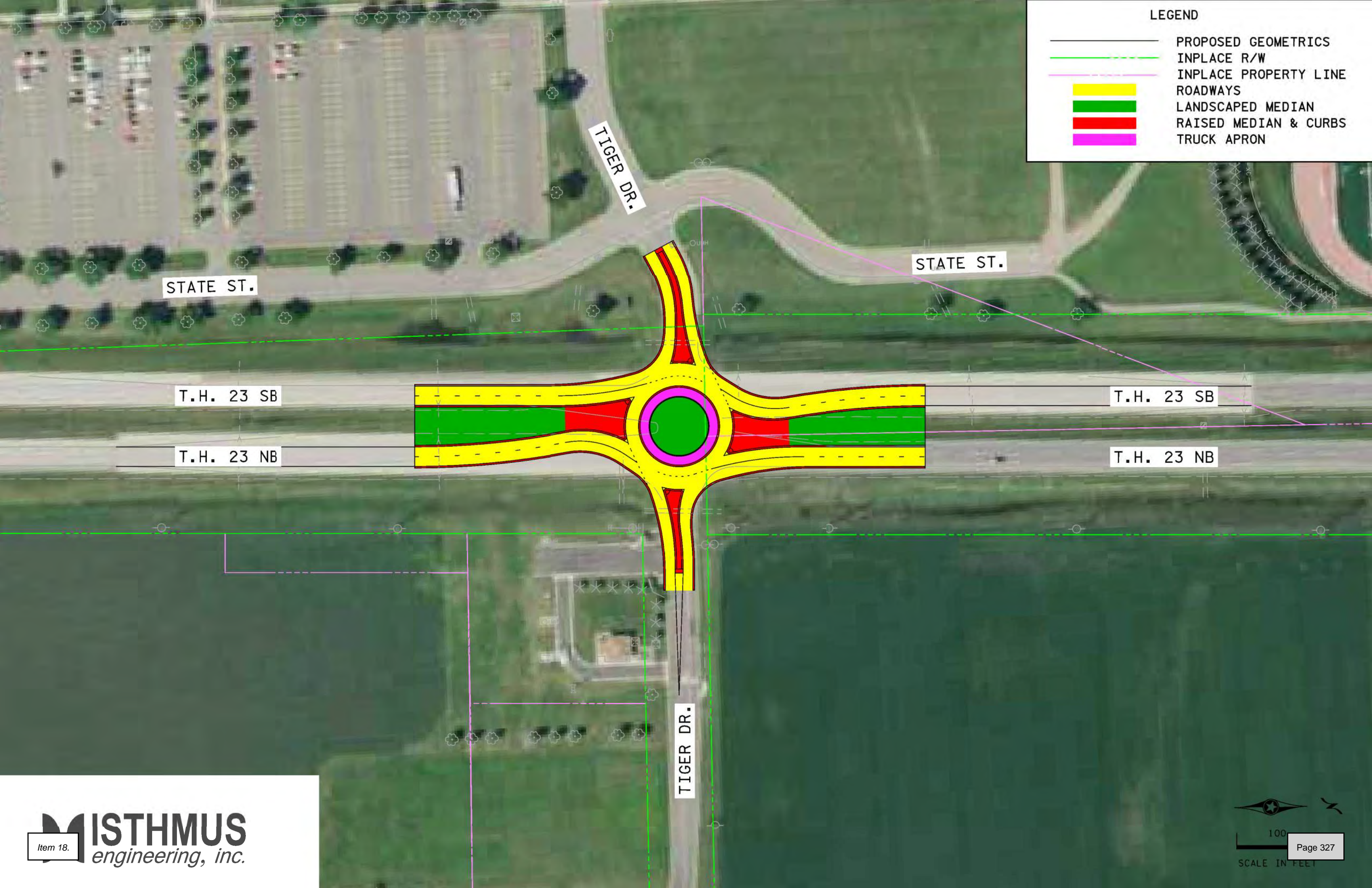
Attachment F

Detailed Alternative Layouts








LEGEND

- PROPOSED GEOMETRICS
- INPLACE R/W
- INPLACE PROPERTY LINE
- ROADWAYS
- PAVED SHOULDER
- RAISED MEDIAN & CURBS
- SHOULDER PI





LEGEND

-  PROPOSED GEOMETRICS
-  INPLACE R/W
-  INPLACE PROPERTY LINE
-  ROADWAYS
-  LANDSCAPED MEDIAN
-  RAISED MEDIAN & CURBS
-  TRUCK APRON

STATE ST.

TIGER DR.

STATE ST.

T.H. 23 SB

T.H. 23 SB

T.H. 23 NB

T.H. 23 NB

TIGER DR.

Attachment G

Year 2019 and Year 2035 Operations Analysis Results

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	6:50	6:50	6:50	6:50	6:50	6:50
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	70	70	70	70	70	70
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	5	5	5	5	5	5
# of Recorded Intervals	4	4	4	4	4	4
Vehs Entered	895	885	869	802	865	862
Vehs Exited	895	882	867	797	865	862
Starting Vehs	7	12	9	8	16	9
Ending Vehs	7	15	11	13	16	11
Travel Distance (mi)	597	593	575	541	585	578
Travel Time (hr)	13.5	13.4	13.1	12.1	13.2	13.1
Total Delay (hr)	1.0	0.9	1.0	0.8	0.9	0.9
Total Stops	132	134	137	102	155	130
Fuel Used (gal)	19.5	19.4	18.8	17.2	19.2	18.8

Interval #0 Information Seeding

Start Time	6:50
End Time	7:00
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	7:00
End Time	7:15
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	193	212	209	171	208	198
Vehs Exited	193	215	205	168	214	199
Starting Vehs	7	12	9	8	16	9
Ending Vehs	7	9	13	11	10	11
Travel Distance (mi)	136	142	130	109	141	132
Travel Time (hr)	3.0	3.2	3.1	2.5	3.2	3.0
Total Delay (hr)	0.2	0.2	0.2	0.2	0.2	0.2
Total Stops	27	25	33	26	33	29
Fuel Used (gal)	4.3	4.6	4.2	3.6	4.7	4.3

Interval #2 Information

Start Time	7:15
End Time	7:30
Total Time (min)	15
Volumes adjusted by PHF, Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	299	260	271	239	267	267
Vehs Exited	289	255	270	235	254	260
Starting Vehs	7	9	13	11	10	11
Ending Vehs	17	14	14	15	23	14
Travel Distance (mi)	193	177	180	164	178	178
Travel Time (hr)	4.5	4.0	4.2	3.6	4.1	4.1
Total Delay (hr)	0.3	0.3	0.4	0.2	0.3	0.3
Total Stops	45	39	53	30	60	44
Fuel Used (gal)	6.4	5.7	5.9	5.1	5.9	5.8

Interval #3 Information

Start Time	7:30
End Time	7:45
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	201	195	192	190	201	195
Vehs Exited	206	193	194	195	211	200
Starting Vehs	17	14	14	15	23	14
Ending Vehs	12	16	12	10	13	11
Travel Distance (mi)	137	125	127	135	140	133
Travel Time (hr)	3.1	2.9	2.8	2.9	3.2	3.0
Total Delay (hr)	0.2	0.2	0.2	0.2	0.2	0.2
Total Stops	28	27	26	25	33	28
Fuel Used (gal)	4.4	4.3	4.2	4.3	4.6	4.4

Interval #4 Information

Start Time	7:45
End Time	8:00
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	202	218	197	202	189	201
Vehs Exited	207	219	198	199	186	200
Starting Vehs	12	16	12	10	13	11
Ending Vehs	7	15	11	13	16	11
Travel Distance (mi)	131	150	138	132	126	135
Travel Time (hr)	3.0	3.3	3.0	3.0	2.8	3.0
Total Delay (hr)	0.2	0.2	0.2	0.2	0.2	0.2
Total Stops	32	43	25	21	29	30
Fuel Used (gal)	4.3	4.8	4.4	4.2	4.0	4.3

15: TH 23 & Tiger Dr Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	1.4	0.0	0.6	0.4
Total Del/Veh (s)	11.5	9.1	0.7	0.8	1.9
Travel Dist (mi)	1.9	7.5	69.4	120.9	199.7
Travel Time (hr)	0.1	0.4	1.4	2.4	4.4

20: TH 23 & Commencement Blvd Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.1	1.7	0.0	1.0
Total Del/Veh (s)	6.9	4.7	0.9	0.5	0.9
Travel Dist (mi)	0.2	3.3	97.9	78.0	179.4
Travel Time (hr)	0.0	0.2	2.4	1.6	4.1

Total Network Performance

Denied Del/Veh (s)	1.2
Total Del/Veh (s)	2.6
Travel Dist (mi)	578.3
Travel Time (hr)	13.1

Intersection: 15: TH 23 & Tiger Dr

Movement	EB	WB	WB	NB	SB	SB
Directions Served	LTR	LT	R	UL	L	T
Maximum Queue (ft)	65	71	50	32	38	2
Average Queue (ft)	15	24	11	6	6	0
95th Queue (ft)	46	54	34	25	23	1
Link Distance (ft)	426	678				2082
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)			300	450	480	
Storage Blk Time (%)						
Queuing Penalty (veh)						

Intersection: 20: TH 23 & Commencement Blvd

Movement	EB	WB
Directions Served	R	R
Maximum Queue (ft)	22	54
Average Queue (ft)	2	16
95th Queue (ft)	12	41
Link Distance (ft)	402	534
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	4:20	4:20	4:20	4:20	4:20	4:20
End Time	5:30	5:30	5:30	5:30	5:30	5:30
Total Time (min)	70	70	70	70	70	70
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	5	5	5	5	5	5
# of Recorded Intervals	4	4	4	4	4	4
Vehs Entered	915	923	866	818	888	880
Vehs Exited	921	920	872	816	885	884
Starting Vehs	13	11	18	10	10	10
Ending Vehs	7	14	12	12	13	10
Travel Distance (mi)	610	626	587	557	609	598
Travel Time (hr)	13.9	14.2	13.3	12.5	13.7	13.5
Total Delay (hr)	0.7	0.8	0.7	0.7	0.8	0.7
Total Stops	78	87	80	70	86	80
Fuel Used (gal)	20.2	20.5	19.5	18.3	20.3	19.8

Interval #0 Information Seeding

Start Time	4:20
End Time	4:30
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	4:30
End Time	4:45
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	201	196	215	183	193	197
Vehs Exited	201	195	224	187	194	201
Starting Vehs	13	11	18	10	10	10
Ending Vehs	13	12	9	6	9	8
Travel Distance (mi)	136	132	146	130	132	135
Travel Time (hr)	3.1	2.9	3.4	2.8	3.0	3.0
Total Delay (hr)	0.2	0.1	0.2	0.1	0.2	0.1
Total Stops	15	19	20	12	21	17
Fuel Used (gal)	4.4	4.2	4.9	4.2	4.3	4.4

Interval #2 Information

Start Time	4:45					
End Time	5:00					
Total Time (min)	15					
Volumes adjusted by PHF, Growth Factors.						

Run Number	1	2	3	4	5	Avg
Vehs Entered	299	287	264	259	279	277
Vehs Exited	297	281	258	246	275	272
Starting Vehs	13	12	9	6	9	8
Ending Vehs	15	18	15	19	13	16
Travel Distance (mi)	198	185	180	174	191	186
Travel Time (hr)	4.6	4.3	4.1	4.0	4.3	4.2
Total Delay (hr)	0.3	0.3	0.3	0.2	0.3	0.3
Total Stops	29	22	28	30	24	27
Fuel Used (gal)	6.6	6.1	6.0	5.8	6.6	6.2

Interval #3 Information

Start Time	5:00					
End Time	5:15					
Total Time (min)	15					
Volumes adjusted by Growth Factors, Anti PHF.						

Run Number	1	2	3	4	5	Avg
Vehs Entered	203	210	188	189	216	202
Vehs Exited	209	212	194	195	215	204
Starting Vehs	15	18	15	19	13	16
Ending Vehs	9	16	9	13	14	11
Travel Distance (mi)	139	144	126	131	146	137
Travel Time (hr)	3.1	3.3	2.8	2.9	3.2	3.1
Total Delay (hr)	0.1	0.2	0.1	0.1	0.2	0.2
Total Stops	18	19	22	18	19	19
Fuel Used (gal)	4.7	4.8	4.2	4.2	4.8	4.5

Interval #4 Information

Start Time	5:15					
End Time	5:30					
Total Time (min)	15					
Volumes adjusted by Growth Factors, Anti PHF.						

Run Number	1	2	3	4	5	Avg
Vehs Entered	212	230	199	187	200	205
Vehs Exited	214	232	196	188	201	206
Starting Vehs	9	16	9	13	14	11
Ending Vehs	7	14	12	12	13	10
Travel Distance (mi)	137	165	135	122	141	140
Travel Time (hr)	3.1	3.7	3.0	2.8	3.2	3.2
Total Delay (hr)	0.2	0.2	0.1	0.2	0.2	0.2
Total Stops	16	27	10	10	22	17
Fuel Used (gal)	4.6	5.5	4.5	4.1	4.6	4.6

1: TH 23 Performance by approach

Approach	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	0.0
Total Del/Veh (s)	0.2	0.5	0.4
Travel Dist (mi)	25.4	54.9	80.3
Travel Time (hr)	0.5	1.1	1.6

4: TH 23 Performance by approach

Approach	NB	SB	All
Denied Del/Veh (s)	0.0	0.1	0.1
Total Del/Veh (s)	1.1	0.4	0.7
Travel Dist (mi)	47.8	62.4	110.1
Travel Time (hr)	1.1	1.2	2.3

15: TH 23 & Tiger Dr Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.1	0.0	0.0	0.0
Total Del/Veh (s)	0.8	0.9	0.4	0.5	0.5
Travel Dist (mi)	1.8	6.7	49.1	60.6	118.3
Travel Time (hr)	0.1	0.3	1.0	1.3	2.7

20: TH 23 & Commencement Blvd Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.1	1.8	0.0	1.0
Total Del/Veh (s)	5.0	4.4	0.8	0.1	0.7
Travel Dist (mi)	0.1	3.5	101.9	27.0	132.5
Travel Time (hr)	0.0	0.2	2.5	0.5	3.1

Total Network Performance

Denied Del/Veh (s)	1.0
Total Del/Veh (s)	2.0
Travel Dist (mi)	598.0
Travel Time (hr)	13.5

Intersection: 1: TH 23

Movement	SB
Directions Served	U
Maximum Queue (ft)	43
Average Queue (ft)	5
95th Queue (ft)	25
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	250
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 4: TH 23

Movement	NB
Directions Served	U
Maximum Queue (ft)	62
Average Queue (ft)	13
95th Queue (ft)	41
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	250
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 15: TH 23 & Tiger Dr

Movement	NB	NB	SB
Directions Served	L	R	L
Maximum Queue (ft)	48	5	38
Average Queue (ft)	5	0	8
95th Queue (ft)	26	4	30
Link Distance (ft)			
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)	450	450	480
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 20: TH 23 & Commencement Blvd

Movement	EB	WB
Directions Served	R	R
Maximum Queue (ft)	17	61
Average Queue (ft)	1	19
95th Queue (ft)	8	45
Link Distance (ft)	402	534
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	4:20	4:20	4:20	4:20	4:20	4:20
End Time	5:30	5:30	5:30	5:30	5:30	5:30
Total Time (min)	70	70	70	70	70	70
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	5	5	5	5	5	5
# of Recorded Intervals	4	4	4	4	4	4
Vehs Entered	926	873	872	852	851	874
Vehs Exited	926	872	869	844	852	873
Starting Vehs	12	15	11	10	12	12
Ending Vehs	12	16	14	18	11	12
Travel Distance (mi)	691	647	655	636	636	653
Travel Time (hr)	15.3	14.3	14.2	13.9	14.1	14.4
Total Delay (hr)	0.9	0.7	0.7	0.6	0.8	0.8
Total Stops	142	127	135	117	131	130
Fuel Used (gal)	21.9	20.6	20.9	19.4	20.2	20.6

Interval #0 Information Seeding

Start Time	4:20
End Time	4:30
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	4:30
End Time	4:45
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	220	199	200	182	172	194
Vehs Exited	213	203	200	181	170	193
Starting Vehs	12	15	11	10	12	12
Ending Vehs	19	11	11	11	14	15
Travel Distance (mi)	162	147	150	136	127	144
Travel Time (hr)	3.5	3.2	3.2	2.9	2.8	3.1
Total Delay (hr)	0.2	0.1	0.2	0.1	0.1	0.1
Total Stops	29	26	32	23	23	27
Fuel Used (gal)	5.0	4.6	4.7	4.1	3.9	4.5

Interval #2 Information

Start Time	4:45
End Time	5:00
Total Time (min)	15
Volumes adjusted by PHF, Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	289	283	278	273	307	285
Vehs Exited	291	273	276	274	296	282
Starting Vehs	19	11	11	11	14	15
Ending Vehs	17	21	13	10	25	17
Travel Distance (mi)	219	211	209	206	225	214
Travel Time (hr)	4.9	4.6	4.6	4.6	5.1	4.8
Total Delay (hr)	0.3	0.2	0.3	0.2	0.4	0.3
Total Stops	40	42	35	40	54	41
Fuel Used (gal)	6.9	6.8	6.7	6.3	7.3	6.8

Interval #3 Information

Start Time	5:00
End Time	5:15
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	210	183	215	185	181	195
Vehs Exited	217	192	218	180	198	201
Starting Vehs	17	21	13	10	25	17
Ending Vehs	10	12	10	15	8	11
Travel Distance (mi)	157	138	161	137	142	147
Travel Time (hr)	3.5	3.0	3.6	3.0	3.1	3.2
Total Delay (hr)	0.2	0.1	0.2	0.1	0.2	0.2
Total Stops	47	23	42	23	28	33
Fuel Used (gal)	5.2	4.4	5.3	4.2	4.5	4.7

Interval #4 Information

Start Time	5:15
End Time	5:30
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	207	208	179	212	191	199
Vehs Exited	205	204	175	209	188	195
Starting Vehs	10	12	10	15	8	11
Ending Vehs	12	16	14	18	11	12
Travel Distance (mi)	153	151	135	157	143	148
Travel Time (hr)	3.3	3.4	2.9	3.5	3.1	3.2
Total Delay (hr)	0.2	0.2	0.1	0.2	0.1	0.2
Total Stops	26	36	26	31	26	29
Fuel Used (gal)	4.8	4.8	4.2	4.9	4.5	4.6

15: TH 23 & Tiger Dr Performance by approach

Approach	WB	NB	SB	All
Denied Del/Veh (s)	1.8	0.0	0.5	0.4
Total Del/Veh (s)	7.7	0.7	0.9	1.5
Travel Dist (mi)	10.6	119.4	123.7	253.6
Travel Time (hr)	0.6	2.6	2.4	5.6

20: TH 23 Performance by approach

Approach	EB	NB	SB	All
Denied Del/Veh (s)	0.9	0.3	0.0	0.2
Total Del/Veh (s)	13.3	0.5	0.6	0.9
Travel Dist (mi)	2.7	101.4	83.3	187.4
Travel Time (hr)	0.2	2.0	1.7	3.8

Total Network Performance

Denied Del/Veh (s)	0.5
Total Del/Veh (s)	2.6
Travel Dist (mi)	652.7
Travel Time (hr)	14.4

Intersection: 15: TH 23 & Tiger Dr

Movement	WB	WB	NB	SB
Directions Served	L	R	R	L
Maximum Queue (ft)	74	56	31	47
Average Queue (ft)	25	18	2	13
95th Queue (ft)	53	42	14	36
Link Distance (ft)	678			
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)		300	450	480
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 20: TH 23

Movement	EB	EB	NB
Directions Served	L	R	L
Maximum Queue (ft)	65	22	40
Average Queue (ft)	15	3	5
95th Queue (ft)	45	15	24
Link Distance (ft)	657		
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)		200	450
Storage Blk Time (%)			
Queuing Penalty (veh)			

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	6:50	6:50	6:50	6:50	6:50	6:50
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	70	70	70	70	70	70
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	5	5	5	5	5	5
# of Recorded Intervals	4	4	4	4	4	4
Vehs Entered	930	930	891	866	868	896
Vehs Exited	922	924	893	871	866	895
Starting Vehs	12	11	18	11	12	11
Ending Vehs	20	17	16	6	14	15
Travel Distance (mi)	627	631	595	587	583	605
Travel Time (hr)	15.7	15.8	15.1	14.6	14.7	15.2
Total Delay (hr)	1.5	1.5	1.5	1.4	1.4	1.5
Total Stops	79	66	95	60	88	75
Fuel Used (gal)	23.0	23.7	22.5	21.9	21.9	22.6

Interval #0 Information Seeding

Start Time	6:50
End Time	7:00
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	7:00
End Time	7:15
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	206	194	201	198	190	196
Vehs Exited	208	192	203	192	186	196
Starting Vehs	12	11	18	11	12	11
Ending Vehs	10	13	16	17	16	13
Travel Distance (mi)	138	131	131	132	128	132
Travel Time (hr)	3.5	3.2	3.3	3.3	3.2	3.3
Total Delay (hr)	0.3	0.3	0.3	0.3	0.3	0.3
Total Stops	18	10	29	15	23	18
Fuel Used (gal)	5.1	4.9	5.0	4.9	4.8	5.0

Interval #2 Information

Start Time 7:15
 End Time 7:30
 Total Time (min) 15

Volumes adjusted by PHF, Growth Factors.

Run Number	1	2	3	4	5	Avg
Vehs Entered	321	283	269	260	273	282
Vehs Exited	305	277	272	263	272	278
Starting Vehs	10	13	16	17	16	13
Ending Vehs	26	19	13	14	17	17
Travel Distance (mi)	214	189	181	183	179	189
Travel Time (hr)	5.4	4.8	4.6	4.6	4.6	4.8
Total Delay (hr)	0.6	0.5	0.5	0.5	0.5	0.5
Total Stops	30	23	26	24	40	28
Fuel Used (gal)	7.8	7.1	6.8	6.9	6.7	7.1

Interval #3 Information

Start Time 7:30
 End Time 7:45
 Total Time (min) 15

Volumes adjusted by Growth Factors, Anti PHF.

Run Number	1	2	3	4	5	Avg
Vehs Entered	210	223	205	190	219	208
Vehs Exited	222	222	200	186	220	209
Starting Vehs	26	19	13	14	17	17
Ending Vehs	14	20	18	18	16	16
Travel Distance (mi)	148	147	133	122	146	139
Travel Time (hr)	3.7	3.7	3.3	3.0	3.6	3.5
Total Delay (hr)	0.4	0.3	0.3	0.3	0.3	0.3
Total Stops	16	14	15	9	15	13
Fuel Used (gal)	5.4	5.6	4.9	4.6	5.5	5.2

Interval #4 Information

Start Time 7:45
 End Time 8:00
 Total Time (min) 15

Volumes adjusted by Growth Factors, Anti PHF.

Run Number	1	2	3	4	5	Avg
Vehs Entered	193	230	216	218	186	208
Vehs Exited	187	233	218	230	188	211
Starting Vehs	14	20	18	18	16	16
Ending Vehs	20	17	16	6	14	15
Travel Distance (mi)	126	163	150	149	131	144
Travel Time (hr)	3.1	4.0	3.8	3.8	3.2	3.6
Total Delay (hr)	0.3	0.4	0.4	0.4	0.3	0.3
Total Stops	15	19	25	12	10	15
Fuel Used (gal)	4.8	6.1	5.8	5.4	4.8	5.4

15: TH 23 & Tiger Dr Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.1	0.0	0.1	0.1
Total Del/Veh (s)	3.8	3.1	4.7	6.2	5.3
Travel Dist (mi)	1.7	7.1	71.7	122.4	203.0
Travel Time (hr)	0.1	0.3	1.8	2.9	5.1

20: TH 23 & Commencement Blvd Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.1	1.7	0.0	1.0
Total Del/Veh (s)	3.9	4.3	0.9	0.4	0.8
Travel Dist (mi)	0.1	3.5	105.2	82.9	191.7
Travel Time (hr)	0.0	0.2	2.5	2.2	4.9

Total Network Performance

Denied Del/Veh (s)	1.0
Total Del/Veh (s)	4.8
Travel Dist (mi)	604.5
Travel Time (hr)	15.2

Queuing and Blocking Report
 2019 AM Tiger Dr and Commencement Blvd - Roundabout

6/10/2016

Intersection: 15: TH 23 & Tiger Dr

Movement	EB	WB	NB	NB	SB	SB
Directions Served	LTR	LTR	ULT	TR	LT	TR
Maximum Queue (ft)	50	51	39	27	57	30
Average Queue (ft)	5	9	6	2	12	2
95th Queue (ft)	29	36	27	15	40	16
Link Distance (ft)	442	693	1302	1302	2070	2070
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)						
Storage Blk Time (%)						
Queuing Penalty (veh)						

Intersection: 20: TH 23 & Commencement Blvd

Movement	EB	WB
Directions Served	R	R
Maximum Queue (ft)	13	46
Average Queue (ft)	1	17
95th Queue (ft)	7	41
Link Distance (ft)	402	534
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	4:20	4:20	4:20	4:20	4:20	4:20
End Time	5:30	5:30	5:30	5:30	5:30	5:30
Total Time (min)	70	70	70	70	70	70
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	5	5	5	5	5	5
# of Recorded Intervals	4	4	4	4	4	4
Vehs Entered	881	916	889	873	852	883
Vehs Exited	882	904	887	873	849	880
Starting Vehs	11	8	14	16	10	10
Ending Vehs	10	20	16	16	13	12
Travel Distance (mi)	686	709	690	672	667	685
Travel Time (hr)	14.1	14.5	14.1	13.8	13.5	14.0
Total Delay (hr)	0.7	0.7	0.7	0.7	0.6	0.7
Total Stops	130	140	148	149	136	140
Fuel Used (gal)	21.4	22.1	21.6	21.0	20.7	21.4

Interval #0 Information Seeding

Start Time	4:20
End Time	4:30
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	4:30
End Time	4:45
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	201	212	191	211	199	202
Vehs Exited	202	204	192	218	196	202
Starting Vehs	11	8	14	16	10	10
Ending Vehs	10	16	13	9	13	10
Travel Distance (mi)	161	163	148	165	153	158
Travel Time (hr)	3.2	3.3	3.1	3.4	3.1	3.2
Total Delay (hr)	0.1	0.1	0.2	0.2	0.1	0.1
Total Stops	21	32	31	39	42	33
Fuel Used (gal)	5.2	5.1	4.6	5.2	4.7	5.0

Interval #2 Information

Start Time	4:45
End Time	5:00
Total Time (min)	15
Volumes adjusted by PHF, Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	281	247	245	217	273	252
Vehs Exited	267	244	240	212	269	246
Starting Vehs	10	16	13	9	13	10
Ending Vehs	24	19	18	14	17	16
Travel Distance (mi)	214	192	188	163	208	193
Travel Time (hr)	4.4	3.9	3.9	3.4	4.3	4.0
Total Delay (hr)	0.3	0.2	0.2	0.2	0.2	0.2
Total Stops	46	34	39	33	54	40
Fuel Used (gal)	6.6	6.0	5.8	5.0	6.7	6.0

Interval #3 Information

Start Time	5:00
End Time	5:15
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	195	222	231	218	178	209
Vehs Exited	205	227	233	218	183	214
Starting Vehs	24	19	18	14	17	16
Ending Vehs	14	14	16	14	12	14
Travel Distance (mi)	154	177	182	174	143	166
Travel Time (hr)	3.2	3.6	3.7	3.5	2.8	3.4
Total Delay (hr)	0.2	0.2	0.2	0.2	0.1	0.2
Total Stops	36	34	42	32	19	33
Fuel Used (gal)	4.8	5.5	5.7	5.3	4.4	5.1

Interval #4 Information

Start Time	5:15
End Time	5:30
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	204	235	222	227	202	218
Vehs Exited	208	229	222	225	201	217
Starting Vehs	14	14	16	14	12	14
Ending Vehs	10	20	16	16	13	12
Travel Distance (mi)	157	177	172	170	163	168
Travel Time (hr)	3.2	3.7	3.5	3.5	3.3	3.4
Total Delay (hr)	0.2	0.2	0.1	0.2	0.1	0.2
Total Stops	27	40	36	45	21	35
Fuel Used (gal)	4.8	5.5	5.4	5.4	5.0	5.2

15: TH 23 & Tiger Dr Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.6	0.0	0.4	0.2
Total Del/Veh (s)	9.8	11.5	0.5	0.8	1.3
Travel Dist (mi)	2.7	2.7	91.4	152.5	249.3
Travel Time (hr)	0.2	0.2	1.8	3.0	5.1

20: TH 23 & Commencement Blvd Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.1	0.4	0.0	0.2
Total Del/Veh (s)	4.9	3.9	0.3	0.5	0.8
Travel Dist (mi)	5.1	0.6	82.5	94.9	183.1
Travel Time (hr)	0.3	0.0	1.6	1.8	3.8

Total Network Performance

Denied Del/Veh (s)	0.4
Total Del/Veh (s)	2.4
Travel Dist (mi)	684.9
Travel Time (hr)	14.0

Intersection: 15: TH 23 & Tiger Dr

Movement	EB	WB	WB	NB	SB
Directions Served	LTR	LT	R	UL	L
Maximum Queue (ft)	57	70	22	26	27
Average Queue (ft)	17	13	1	3	5
95th Queue (ft)	42	41	10	16	20
Link Distance (ft)	426	678			
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)			300	450	480
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 20: TH 23 & Commencement Blvd

Movement	EB	WB
Directions Served	R	R
Maximum Queue (ft)	54	23
Average Queue (ft)	23	4
95th Queue (ft)	44	18
Link Distance (ft)	402	534
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	4:20	4:20	4:20	4:20	4:20	4:20
End Time	5:30	5:30	5:30	5:30	5:30	5:30
Total Time (min)	70	70	70	70	70	70
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	5	5	5	5	5	5
# of Recorded Intervals	4	4	4	4	4	4
Vehs Entered	902	871	886	865	861	877
Vehs Exited	901	875	890	864	856	877
Starting Vehs	16	15	14	17	10	13
Ending Vehs	17	11	10	18	15	12
Travel Distance (mi)	695	673	678	668	661	675
Travel Time (hr)	14.3	13.6	13.8	13.6	13.5	13.8
Total Delay (hr)	0.6	0.5	0.5	0.5	0.5	0.5
Total Stops	97	101	101	110	115	104
Fuel Used (gal)	21.9	21.2	21.3	20.8	20.7	21.2

Interval #0 Information Seeding

Start Time	4:20
End Time	4:30
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	4:30
End Time	4:45
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	209	215	207	187	196	203
Vehs Exited	214	215	206	186	196	204
Starting Vehs	16	15	14	17	10	13
Ending Vehs	11	15	15	18	10	13
Travel Distance (mi)	164	166	156	145	150	156
Travel Time (hr)	3.4	3.3	3.2	2.9	3.1	3.2
Total Delay (hr)	0.1	0.1	0.1	0.1	0.1	0.1
Total Stops	24	26	26	26	29	26
Fuel Used (gal)	5.3	5.3	4.7	4.7	4.7	4.9

Interval #2 Information

Start Time	4:45
End Time	5:00
Total Time (min)	15
Volumes adjusted by PHF, Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	262	242	249	236	286	254
Vehs Exited	250	240	247	243	284	252
Starting Vehs	11	15	15	18	10	13
Ending Vehs	23	17	17	11	12	15
Travel Distance (mi)	194	187	190	186	218	195
Travel Time (hr)	4.0	3.8	3.9	3.8	4.5	4.0
Total Delay (hr)	0.2	0.1	0.2	0.2	0.2	0.2
Total Stops	31	25	30	31	38	31
Fuel Used (gal)	6.0	5.9	6.1	5.8	7.0	6.2

Interval #3 Information

Start Time	5:00
End Time	5:15
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	213	200	223	216	194	209
Vehs Exited	217	207	222	216	189	209
Starting Vehs	23	17	17	11	12	15
Ending Vehs	19	10	18	11	17	13
Travel Distance (mi)	165	155	169	167	144	160
Travel Time (hr)	3.4	3.1	3.4	3.4	2.9	3.3
Total Delay (hr)	0.1	0.1	0.1	0.1	0.1	0.1
Total Stops	22	20	24	30	25	23
Fuel Used (gal)	5.2	4.7	5.4	5.2	4.4	5.0

Interval #4 Information

Start Time	5:15
End Time	5:30
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	218	214	207	226	185	209
Vehs Exited	220	213	215	219	187	211
Starting Vehs	19	10	18	11	17	13
Ending Vehs	17	11	10	18	15	12
Travel Distance (mi)	172	164	163	170	148	163
Travel Time (hr)	3.5	3.4	3.3	3.4	3.0	3.3
Total Delay (hr)	0.1	0.1	0.1	0.1	0.1	0.1
Total Stops	20	30	21	23	23	23
Fuel Used (gal)	5.5	5.3	5.1	5.2	4.5	5.1

1: TH 23 Performance by approach

Approach	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	0.0
Total Del/Veh (s)	0.1	0.6	0.4
Travel Dist (mi)	32.9	65.8	98.7
Travel Time (hr)	0.6	1.3	2.0

4: TH 23 Performance by approach

Approach	NB	SB	All
Denied Del/Veh (s)	0.0	0.1	0.1
Total Del/Veh (s)	0.5	0.3	0.4
Travel Dist (mi)	63.0	77.2	140.2
Travel Time (hr)	1.3	1.5	2.7

15: TH 23 & Tiger Dr Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.1	0.0	0.0	0.0
Total Del/Veh (s)	0.8	0.7	0.4	0.4	0.4
Travel Dist (mi)	2.6	2.4	62.9	67.3	135.2
Travel Time (hr)	0.1	0.1	1.3	1.4	2.8

20: TH 23 & Commencement Blvd Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.1	0.4	0.0	0.2
Total Del/Veh (s)	4.7	4.3	0.3	0.2	0.6
Travel Dist (mi)	4.9	0.7	81.7	32.5	119.8
Travel Time (hr)	0.3	0.0	1.6	0.6	2.5

Total Network Performance

Denied Del/Veh (s)	0.2
Total Del/Veh (s)	1.9
Travel Dist (mi)	674.9
Travel Time (hr)	13.8

Intersection: 1: TH 23

Movement	SB
Directions Served	U
Maximum Queue (ft)	38
Average Queue (ft)	7
95th Queue (ft)	28
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	250
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 4: TH 23

Movement	NB
Directions Served	U
Maximum Queue (ft)	26
Average Queue (ft)	5
95th Queue (ft)	21
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	250
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 15: TH 23 & Tiger Dr

Movement	NB	SB
Directions Served	L	L
Maximum Queue (ft)	23	42
Average Queue (ft)	4	7
95th Queue (ft)	18	27
Link Distance (ft)		
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	450	480
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 20: TH 23 & Commencement Blvd

Movement	EB	WB
Directions Served	R	R
Maximum Queue (ft)	51	23
Average Queue (ft)	23	5
95th Queue (ft)	42	20
Link Distance (ft)	402	534
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	4:20	4:20	4:20	4:20	4:20	4:20
End Time	5:30	5:30	5:30	5:30	5:30	5:30
Total Time (min)	70	70	70	70	70	70
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	5	5	5	5	5	5
# of Recorded Intervals	4	4	4	4	4	4
Vehs Entered	885	821	863	835	827	846
Vehs Exited	885	817	863	831	828	846
Starting Vehs	18	16	12	14	15	14
Ending Vehs	18	20	12	18	14	15
Travel Distance (mi)	713	653	676	671	658	674
Travel Time (hr)	14.7	13.6	14.1	13.7	13.6	13.9
Total Delay (hr)	0.8	0.7	0.8	0.6	0.7	0.7
Total Stops	143	152	154	122	135	141
Fuel Used (gal)	22.2	20.5	21.2	20.6	20.7	21.0

Interval #0 Information Seeding

Start Time	4:20
End Time	4:30
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	4:30
End Time	4:45
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	224	171	177	194	194	192
Vehs Exited	227	172	176	199	189	192
Starting Vehs	18	16	12	14	15	14
Ending Vehs	15	15	13	9	20	15
Travel Distance (mi)	186	139	138	160	152	155
Travel Time (hr)	3.8	2.9	2.8	3.3	3.2	3.2
Total Delay (hr)	0.2	0.1	0.1	0.2	0.2	0.2
Total Stops	30	29	33	31	35	33
Fuel Used (gal)	5.8	4.3	4.3	5.0	4.7	4.8

Interval #2 Information

Start Time	4:45
End Time	5:00
Total Time (min)	15
Volumes adjusted by PHF, Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	262	264	263	246	294	265
Vehs Exited	254	257	262	236	303	263
Starting Vehs	15	15	13	9	20	15
Ending Vehs	23	22	14	19	11	17
Travel Distance (mi)	205	206	206	193	235	209
Travel Time (hr)	4.3	4.3	4.3	4.0	4.9	4.4
Total Delay (hr)	0.3	0.2	0.2	0.2	0.3	0.2
Total Stops	50	48	48	33	56	46
Fuel Used (gal)	6.4	6.6	6.4	6.0	7.6	6.6

Interval #3 Information

Start Time	5:00
End Time	5:15
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	197	171	222	188	169	190
Vehs Exited	208	186	222	197	167	196
Starting Vehs	23	22	14	19	11	17
Ending Vehs	12	7	14	10	13	11
Travel Distance (mi)	163	138	174	154	132	152
Travel Time (hr)	3.3	2.9	3.7	3.1	2.7	3.1
Total Delay (hr)	0.1	0.2	0.2	0.1	0.1	0.2
Total Stops	30	39	40	27	21	32
Fuel Used (gal)	5.0	4.3	5.5	4.7	4.0	4.7

Interval #4 Information

Start Time	5:15
End Time	5:30
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	202	215	201	207	170	199
Vehs Exited	196	202	203	199	169	194
Starting Vehs	12	7	14	10	13	11
Ending Vehs	18	20	12	18	14	15
Travel Distance (mi)	159	171	158	164	139	158
Travel Time (hr)	3.3	3.6	3.2	3.4	2.7	3.2
Total Delay (hr)	0.2	0.2	0.2	0.1	0.1	0.2
Total Stops	33	36	33	31	23	32
Fuel Used (gal)	5.0	5.3	4.9	5.0	4.4	4.9

15: TH 23 & Tiger Dr Performance by approach

Approach	WB	NB	SB	All
Denied Del/Veh (s)	1.6	0.0	0.3	0.2
Total Del/Veh (s)	8.6	0.5	0.7	0.9
Travel Dist (mi)	3.8	96.3	143.2	243.3
Travel Time (hr)	0.2	1.9	2.8	4.9

20: TH 23 Performance by approach

Approach	EB	NB	SB	All
Denied Del/Veh (s)	3.1	0.2	0.0	0.5
Total Del/Veh (s)	6.2	0.4	0.4	1.1
Travel Dist (mi)	12.2	79.4	91.5	183.0
Travel Time (hr)	0.7	1.5	1.8	4.0

Total Network Performance

Denied Del/Veh (s)	0.7
Total Del/Veh (s)	2.3
Travel Dist (mi)	674.1
Travel Time (hr)	13.9

Intersection: 15: TH 23 & Tiger Dr

Movement	WB	WB	SB
Directions Served	L	R	L
Maximum Queue (ft)	38	41	35
Average Queue (ft)	14	7	10
95th Queue (ft)	37	27	32
Link Distance (ft)	678		
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)		300	480
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 20: TH 23

Movement	EB	EB	NB
Directions Served	L	R	L
Maximum Queue (ft)	49	62	29
Average Queue (ft)	15	24	4
95th Queue (ft)	39	45	19
Link Distance (ft)	657		
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)		200	450
Storage Blk Time (%)			
Queuing Penalty (veh)			

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	4:20	4:20	4:20	4:20	4:20	4:20
End Time	5:30	5:30	5:30	5:30	5:30	5:30
Total Time (min)	70	70	70	70	70	70
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	5	5	5	5	5	5
# of Recorded Intervals	4	4	4	4	4	4
Vehs Entered	900	897	893	875	834	880
Vehs Exited	902	893	885	875	836	878
Starting Vehs	22	9	14	18	16	16
Ending Vehs	20	13	22	18	14	17
Travel Distance (mi)	702	696	697	679	651	685
Travel Time (hr)	16.7	16.6	16.6	16.1	15.4	16.3
Total Delay (hr)	1.7	1.7	1.6	1.5	1.5	1.6
Total Stops	97	112	86	96	93	96
Fuel Used (gal)	26.4	26.0	25.7	25.3	24.3	25.5

Interval #0 Information Seeding

Start Time	4:20
End Time	4:30
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	4:30
End Time	4:45
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	204	203	205	211	181	201
Vehs Exited	216	199	205	215	184	205
Starting Vehs	22	9	14	18	16	16
Ending Vehs	10	13	14	14	13	12
Travel Distance (mi)	165	151	159	168	141	157
Travel Time (hr)	3.9	3.6	3.8	4.0	3.3	3.7
Total Delay (hr)	0.4	0.4	0.4	0.4	0.3	0.4
Total Stops	20	31	25	28	20	23
Fuel Used (gal)	6.3	5.7	5.8	6.4	5.2	5.9

Interval #2 Information

Start Time 4:45
 End Time 5:00
 Total Time (min) 15

Volumes adjusted by PHF, Growth Factors.

Run Number	1	2	3	4	5	Avg
Vehs Entered	275	268	246	245	265	260
Vehs Exited	257	261	235	238	268	252
Starting Vehs	10	13	14	14	13	12
Ending Vehs	28	20	25	21	10	20
Travel Distance (mi)	210	208	189	190	208	201
Travel Time (hr)	5.0	5.0	4.5	4.5	5.0	4.8
Total Delay (hr)	0.5	0.5	0.5	0.4	0.5	0.5
Total Stops	23	36	17	27	32	26
Fuel Used (gal)	7.7	7.8	6.9	7.1	7.7	7.4

Interval #3 Information

Start Time 5:00
 End Time 5:15
 Total Time (min) 15

Volumes adjusted by Growth Factors, Anti PHF.

Run Number	1	2	3	4	5	Avg
Vehs Entered	187	208	217	205	194	202
Vehs Exited	198	210	225	212	188	207
Starting Vehs	28	20	25	21	10	20
Ending Vehs	17	18	17	14	16	17
Travel Distance (mi)	152	166	174	159	151	160
Travel Time (hr)	3.6	3.9	4.1	3.7	3.6	3.8
Total Delay (hr)	0.3	0.4	0.4	0.4	0.3	0.4
Total Stops	20	21	21	20	15	17
Fuel Used (gal)	5.8	6.1	6.4	5.9	5.6	6.0

Interval #4 Information

Start Time 5:15
 End Time 5:30
 Total Time (min) 15

Volumes adjusted by Growth Factors, Anti PHF.

Run Number	1	2	3	4	5	Avg
Vehs Entered	234	218	225	214	194	217
Vehs Exited	231	223	220	210	196	215
Starting Vehs	17	18	17	14	16	17
Ending Vehs	20	13	22	18	14	17
Travel Distance (mi)	176	171	174	162	151	167
Travel Time (hr)	4.2	4.1	4.1	3.8	3.5	3.9
Total Delay (hr)	0.4	0.4	0.4	0.3	0.3	0.4
Total Stops	34	24	23	21	26	24
Fuel Used (gal)	6.6	6.5	6.6	6.0	5.7	6.3

15: TH 23 & Tiger Dr Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.1	0.0	0.1	0.1
Total Del/Veh (s)	3.2	3.4	6.0	6.5	6.1
Travel Dist (mi)	3.0	2.7	87.2	153.4	246.4
Travel Time (hr)	0.1	0.1	2.2	3.6	6.1

20: TH 23 & Commencement Blvd Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.1	0.4	0.0	0.2
Total Del/Veh (s)	4.9	4.0	0.3	0.4	0.7
Travel Dist (mi)	4.7	0.5	80.8	97.6	183.7
Travel Time (hr)	0.3	0.0	1.6	2.5	4.4

Total Network Performance

Denied Del/Veh (s)	0.2
Total Del/Veh (s)	6.3
Travel Dist (mi)	685.0
Travel Time (hr)	16.3

Queuing and Blocking Report
 2019 PM Tiger Dr and Commencement Blvd - Roundabout

6/10/2016

Intersection: 15: TH 23 & Tiger Dr

Movement	EB	WB	NB	NB	SB	SB
Directions Served	LTR	LTR	ULT	TR	LT	TR
Maximum Queue (ft)	31	38	45	32	49	24
Average Queue (ft)	6	5	7	2	5	1
95th Queue (ft)	26	25	30	19	28	9
Link Distance (ft)	442	693	1302	1302	2070	2070
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)						
Storage Blk Time (%)						
Queuing Penalty (veh)						

Intersection: 20: TH 23 & Commencement Blvd

Movement	EB	WB
Directions Served	R	R
Maximum Queue (ft)	56	22
Average Queue (ft)	24	3
95th Queue (ft)	45	16
Link Distance (ft)	402	534
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	6:50	6:50	6:50	6:50	6:50	6:50
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	70	70	70	70	70	70
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	5	5	5	5	5	5
# of Recorded Intervals	4	4	4	4	4	4
Vehs Entered	1096	1097	1044	1028	1036	1060
Vehs Exited	1102	1094	1050	1028	1038	1064
Starting Vehs	18	17	16	10	20	15
Ending Vehs	12	20	10	10	18	13
Travel Distance (mi)	750	761	701	708	717	727
Travel Time (hr)	16.7	17.1	15.8	15.6	15.8	16.2
Total Delay (hr)	1.2	1.2	1.1	1.0	1.1	1.1
Total Stops	152	149	149	140	138	146
Fuel Used (gal)	24.4	24.5	22.7	22.8	23.3	23.5

Interval #0 Information Seeding

Start Time	6:50
End Time	7:00
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	7:00
End Time	7:15
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	282	260	264	222	214	249
Vehs Exited	283	260	264	219	221	248
Starting Vehs	18	17	16	10	20	15
Ending Vehs	17	17	16	13	13	15
Travel Distance (mi)	196	188	172	154	147	171
Travel Time (hr)	4.4	4.2	3.9	3.3	3.3	3.8
Total Delay (hr)	0.3	0.3	0.3	0.2	0.2	0.3
Total Stops	37	38	32	31	30	34
Fuel Used (gal)	6.3	6.1	5.5	4.9	4.8	5.5

Interval #2 Information

Start Time	7:15
End Time	7:30
Total Time (min)	15
Volumes adjusted by PHF, Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	353	331	315	322	329	330
Vehs Exited	349	328	312	318	327	327
Starting Vehs	17	17	16	13	13	15
Ending Vehs	21	20	19	17	15	18
Travel Distance (mi)	236	223	212	225	233	226
Travel Time (hr)	5.3	5.1	4.8	4.9	5.1	5.0
Total Delay (hr)	0.4	0.4	0.4	0.3	0.4	0.4
Total Stops	44	48	51	32	44	42
Fuel Used (gal)	7.6	7.3	6.9	7.1	7.7	7.3

Interval #3 Information

Start Time	7:30
End Time	7:45
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	239	234	229	241	249	238
Vehs Exited	247	234	235	244	243	239
Starting Vehs	21	20	19	17	15	18
Ending Vehs	13	20	13	14	21	16
Travel Distance (mi)	168	157	155	161	175	163
Travel Time (hr)	3.8	3.5	3.5	3.7	3.8	3.7
Total Delay (hr)	0.3	0.2	0.2	0.3	0.2	0.3
Total Stops	42	26	31	41	35	35
Fuel Used (gal)	5.5	5.1	5.1	5.3	5.7	5.3

Interval #4 Information

Start Time	7:45
End Time	8:00
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	222	272	236	243	244	243
Vehs Exited	223	272	239	247	247	245
Starting Vehs	13	20	13	14	21	16
Ending Vehs	12	20	10	10	18	13
Travel Distance (mi)	150	192	161	169	162	167
Travel Time (hr)	3.3	4.3	3.6	3.7	3.6	3.7
Total Delay (hr)	0.2	0.3	0.2	0.2	0.3	0.2
Total Stops	29	37	35	36	29	33
Fuel Used (gal)	5.0	6.1	5.2	5.5	5.1	5.4

15: TH 23 & Tiger Dr Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	1.9	0.0	0.6	0.4
Total Del/Veh (s)	11.7	10.7	0.8	1.0	1.9
Travel Dist (mi)	2.4	6.8	94.0	147.7	250.9
Travel Time (hr)	0.2	0.4	1.9	3.0	5.5

20: TH 23 & Commencement Blvd Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.1	1.5	0.0	0.9
Total Del/Veh (s)	5.8	4.8	0.9	0.5	0.9
Travel Dist (mi)	0.4	3.4	126.2	91.0	221.1
Travel Time (hr)	0.0	0.2	3.0	1.8	5.0

Total Network Performance

Denied Del/Veh (s)	1.1
Total Del/Veh (s)	2.6
Travel Dist (mi)	727.2
Travel Time (hr)	16.2

Intersection: 15: TH 23 & Tiger Dr

Movement	EB	WB	WB	NB	NB	SB
Directions Served	LTR	LT	R	UL	R	L
Maximum Queue (ft)	57	60	60	43	4	37
Average Queue (ft)	15	20	14	9	0	7
95th Queue (ft)	40	48	39	31	3	24
Link Distance (ft)	426	678				
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)			300	450	450	480
Storage Blk Time (%)						
Queuing Penalty (veh)						

Intersection: 20: TH 23 & Commencement Blvd

Movement	EB	WB
Directions Served	R	R
Maximum Queue (ft)	27	60
Average Queue (ft)	4	18
95th Queue (ft)	20	44
Link Distance (ft)	402	534
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	6:50	6:50	6:50	6:50	6:50	6:50
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	70	70	70	70	70	70
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	5	5	5	5	5	5
# of Recorded Intervals	4	4	4	4	4	4
Vehs Entered	1119	1086	1092	983	1051	1065
Vehs Exited	1121	1089	1089	980	1056	1066
Starting Vehs	16	18	16	12	18	16
Ending Vehs	14	15	19	15	13	13
Travel Distance (mi)	789	759	735	687	741	742
Travel Time (hr)	17.6	17.0	16.3	15.2	16.5	16.5
Total Delay (hr)	1.1	1.0	0.9	0.8	0.9	0.9
Total Stops	118	124	91	101	99	107
Fuel Used (gal)	26.2	24.9	24.2	22.4	24.6	24.5

Interval #0 Information Seeding

Start Time	6:50
End Time	7:00
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	7:00
End Time	7:15
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	252	250	250	215	223	238
Vehs Exited	256	257	252	215	234	242
Starting Vehs	16	18	16	12	18	16
Ending Vehs	12	11	14	12	7	11
Travel Distance (mi)	178	176	168	153	165	168
Travel Time (hr)	4.1	4.0	3.7	3.3	3.6	3.7
Total Delay (hr)	0.2	0.2	0.2	0.2	0.2	0.2
Total Stops	28	31	23	24	23	25
Fuel Used (gal)	5.9	5.7	5.4	5.0	5.5	5.5

Interval #2 Information

Start Time	7:15					
End Time	7:30					
Total Time (min)	15					
Volumes adjusted by PHF, Growth Factors.						

Run Number	1	2	3	4	5	Avg
Vehs Entered	376	329	331	298	351	337
Vehs Exited	368	323	331	293	338	330
Starting Vehs	12	11	14	12	7	11
Ending Vehs	20	17	14	17	20	16
Travel Distance (mi)	261	221	227	202	241	230
Travel Time (hr)	5.9	5.0	5.0	4.5	5.4	5.2
Total Delay (hr)	0.4	0.3	0.3	0.3	0.3	0.3
Total Stops	51	36	26	27	33	36
Fuel Used (gal)	8.7	7.3	7.5	6.6	8.0	7.6

Interval #3 Information

Start Time	7:30					
End Time	7:45					
Total Time (min)	15					
Volumes adjusted by Growth Factors, Anti PHF.						

Run Number	1	2	3	4	5	Avg
Vehs Entered	256	241	256	224	240	243
Vehs Exited	252	245	248	227	241	243
Starting Vehs	20	17	14	17	20	16
Ending Vehs	24	13	22	14	19	17
Travel Distance (mi)	177	178	169	162	165	170
Travel Time (hr)	3.9	3.9	3.7	3.7	3.8	3.8
Total Delay (hr)	0.2	0.2	0.2	0.2	0.2	0.2
Total Stops	22	33	19	27	26	25
Fuel Used (gal)	6.0	6.0	5.5	5.4	5.5	5.7

Interval #4 Information

Start Time	7:45					
End Time	8:00					
Total Time (min)	15					
Volumes adjusted by Growth Factors, Anti PHF.						

Run Number	1	2	3	4	5	Avg
Vehs Entered	235	266	255	246	237	248
Vehs Exited	245	264	258	245	243	251
Starting Vehs	24	13	22	14	19	17
Ending Vehs	14	15	19	15	13	13
Travel Distance (mi)	172	182	172	171	170	173
Travel Time (hr)	3.7	4.1	3.9	3.7	3.7	3.8
Total Delay (hr)	0.2	0.2	0.2	0.2	0.2	0.2
Total Stops	17	24	23	23	17	22
Fuel Used (gal)	5.6	6.0	5.7	5.4	5.6	5.7

1: TH 23 Performance by approach

Approach	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	0.0
Total Del/Veh (s)	0.3	0.6	0.5
Travel Dist (mi)	34.1	66.8	100.9
Travel Time (hr)	0.7	1.4	2.1

4: TH 23 Performance by approach

Approach	NB	SB	All
Denied Del/Veh (s)	0.0	0.1	0.1
Total Del/Veh (s)	1.0	0.5	0.7
Travel Dist (mi)	62.4	76.0	138.4
Travel Time (hr)	1.4	1.5	2.8

15: TH 23 & Tiger Dr Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.2	0.0	0.0	0.0
Total Del/Veh (s)	0.8	0.9	0.5	0.7	0.6
Travel Dist (mi)	2.3	5.9	65.1	73.3	146.6
Travel Time (hr)	0.1	0.2	1.4	1.6	3.3

20: TH 23 & Commencement Blvd Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.1	1.5	0.0	0.9
Total Del/Veh (s)	4.7	4.4	0.9	0.1	0.8
Travel Dist (mi)	0.6	3.5	126.3	33.0	163.3
Travel Time (hr)	0.0	0.2	3.0	0.6	3.8

Total Network Performance

Denied Del/Veh (s)	0.9
Total Del/Veh (s)	2.3
Travel Dist (mi)	742.1
Travel Time (hr)	16.5

Intersection: 1: TH 23

Movement	SB
Directions Served	U
Maximum Queue (ft)	46
Average Queue (ft)	10
95th Queue (ft)	37
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	250
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 4: TH 23

Movement	NB
Directions Served	U
Maximum Queue (ft)	61
Average Queue (ft)	16
95th Queue (ft)	45
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	250
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 15: TH 23 & Tiger Dr

Movement	NB	SB
Directions Served	L	L
Maximum Queue (ft)	49	43
Average Queue (ft)	5	12
95th Queue (ft)	24	34
Link Distance (ft)		
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	450	480
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 20: TH 23 & Commencement Blvd

Movement	EB	WB
Directions Served	R	R
Maximum Queue (ft)	31	56
Average Queue (ft)	5	17
95th Queue (ft)	20	42
Link Distance (ft)	402	534
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	6:50	6:50	6:50	6:50	6:50	6:50
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	70	70	70	70	70	70
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	5	5	5	5	5	5
# of Recorded Intervals	4	4	4	4	4	4
Vehs Entered	1115	1131	1080	1069	1068	1094
Vehs Exited	1117	1132	1085	1064	1077	1096
Starting Vehs	23	16	23	11	22	19
Ending Vehs	21	15	18	16	13	17
Travel Distance (mi)	834	842	811	807	798	819
Travel Time (hr)	18.6	18.6	17.8	17.7	17.8	18.1
Total Delay (hr)	1.2	1.0	1.0	1.0	1.2	1.1
Total Stops	170	157	175	149	179	167
Fuel Used (gal)	26.5	26.5	25.8	25.5	25.4	25.9

Interval #0 Information Seeding

Start Time	6:50
End Time	7:00
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	7:00
End Time	7:15
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	245	252	250	260	237	248
Vehs Exited	247	248	258	256	245	250
Starting Vehs	23	16	23	11	22	19
Ending Vehs	21	20	15	15	14	18
Travel Distance (mi)	186	187	188	193	177	186
Travel Time (hr)	4.1	4.1	4.2	4.2	4.0	4.1
Total Delay (hr)	0.2	0.2	0.3	0.2	0.2	0.2
Total Stops	31	35	48	35	31	36
Fuel Used (gal)	5.9	5.8	6.0	6.2	5.5	5.9

Interval #2 Information

Start Time	7:15					
End Time	7:30					
Total Time (min)	15					
Volumes adjusted by PHF, Growth Factors.						

Run Number	1	2	3	4	5	Avg
Vehs Entered	343	334	338	340	368	345
Vehs Exited	346	334	341	335	357	343
Starting Vehs	21	20	15	15	14	18
Ending Vehs	18	20	12	20	25	18
Travel Distance (mi)	252	245	254	255	269	255
Travel Time (hr)	5.8	5.6	5.6	5.8	6.1	5.8
Total Delay (hr)	0.5	0.4	0.4	0.5	0.5	0.4
Total Stops	71	48	56	53	80	62
Fuel Used (gal)	8.1	7.8	8.1	8.0	8.8	8.2

Interval #3 Information

Start Time	7:30					
End Time	7:45					
Total Time (min)	15					
Volumes adjusted by Growth Factors, Anti PHF.						

Run Number	1	2	3	4	5	Avg
Vehs Entered	259	249	248	241	227	245
Vehs Exited	257	250	245	251	242	248
Starting Vehs	18	20	12	20	25	18
Ending Vehs	20	19	15	10	10	16
Travel Distance (mi)	196	187	184	191	177	187
Travel Time (hr)	4.3	4.1	4.0	4.0	3.9	4.1
Total Delay (hr)	0.2	0.2	0.2	0.2	0.2	0.2
Total Stops	36	33	33	30	43	35
Fuel Used (gal)	6.3	5.9	6.0	6.0	5.7	6.0

Interval #4 Information

Start Time	7:45					
End Time	8:00					
Total Time (min)	15					
Volumes adjusted by Growth Factors, Anti PHF.						

Run Number	1	2	3	4	5	Avg
Vehs Entered	268	296	244	228	236	254
Vehs Exited	267	300	241	222	233	252
Starting Vehs	20	19	15	10	10	16
Ending Vehs	21	15	18	16	13	17
Travel Distance (mi)	201	223	185	168	176	191
Travel Time (hr)	4.4	4.9	4.0	3.6	3.8	4.1
Total Delay (hr)	0.2	0.3	0.2	0.2	0.2	0.2
Total Stops	32	41	38	31	25	34
Fuel Used (gal)	6.2	7.1	5.7	5.2	5.4	5.9

15: TH 23 & Tiger Dr Performance by approach

Approach	WB	NB	SB	All
Denied Del/Veh (s)	2.6	0.0	0.5	0.4
Total Del/Veh (s)	9.0	0.8	1.2	1.7
Travel Dist (mi)	11.5	148.2	152.4	312.1
Travel Time (hr)	0.7	3.2	3.0	6.9

20: TH 23 Performance by approach

Approach	EB	NB	SB	All
Denied Del/Veh (s)	1.6	0.4	0.0	0.3
Total Del/Veh (s)	12.3	0.6	0.5	0.9
Travel Dist (mi)	3.7	130.4	94.4	228.6
Travel Time (hr)	0.3	2.6	1.9	4.7

Total Network Performance

Denied Del/Veh (s)	0.6
Total Del/Veh (s)	2.9
Travel Dist (mi)	818.5
Travel Time (hr)	18.1

Intersection: 15: TH 23 & Tiger Dr

Movement	WB	WB	NB	SB
Directions Served	L	R	R	L
Maximum Queue (ft)	71	70	25	76
Average Queue (ft)	21	22	1	20
95th Queue (ft)	51	49	11	53
Link Distance (ft)	678			
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)		300	450	480
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 20: TH 23

Movement	EB	EB	NB
Directions Served	L	R	L
Maximum Queue (ft)	62	40	62
Average Queue (ft)	16	8	13
95th Queue (ft)	45	30	42
Link Distance (ft)	657		
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)		200	450
Storage Blk Time (%)			
Queuing Penalty (veh)			

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	6:50	6:50	6:50	6:50	6:50	6:50
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	70	70	70	70	70	70
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	5	5	5	5	5	5
# of Recorded Intervals	4	4	4	4	4	4
Vehs Entered	1064	1095	1051	1022	1039	1055
Vehs Exited	1071	1096	1052	1021	1036	1055
Starting Vehs	17	21	16	15	16	16
Ending Vehs	10	20	15	16	19	15
Travel Distance (mi)	733	766	718	698	720	727
Travel Time (hr)	18.3	19.2	18.0	17.5	18.0	18.2
Total Delay (hr)	1.8	2.0	1.8	1.7	1.8	1.8
Total Stops	80	106	84	78	85	89
Fuel Used (gal)	27.5	28.4	26.4	25.8	26.4	26.9

Interval #0 Information Seeding

Start Time	6:50
End Time	7:00
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	7:00
End Time	7:15
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	265	249	255	208	209	238
Vehs Exited	270	254	248	210	215	239
Starting Vehs	17	21	16	15	16	16
Ending Vehs	12	16	23	13	10	14
Travel Distance (mi)	181	178	171	147	141	164
Travel Time (hr)	4.5	4.4	4.3	3.6	3.6	4.1
Total Delay (hr)	0.4	0.4	0.4	0.3	0.3	0.4
Total Stops	11	17	15	20	13	14
Fuel Used (gal)	6.6	6.6	6.1	5.4	5.2	6.0

Interval #2 Information

Start Time	7:15
End Time	7:30
Total Time (min)	15

Volumes adjusted by PHF, Growth Factors.

Run Number	1	2	3	4	5	Avg
Vehs Entered	344	347	315	329	339	335
Vehs Exited	336	340	313	319	325	327
Starting Vehs	12	16	23	13	10	14
Ending Vehs	20	23	25	23	24	20
Travel Distance (mi)	236	235	219	224	232	229
Travel Time (hr)	5.9	6.0	5.5	5.6	5.9	5.8
Total Delay (hr)	0.6	0.7	0.6	0.6	0.6	0.6
Total Stops	29	39	33	22	32	31
Fuel Used (gal)	8.8	8.7	8.0	8.2	8.6	8.5

Interval #3 Information

Start Time	7:30
End Time	7:45
Total Time (min)	15

Volumes adjusted by Growth Factors, Anti PHF.

Run Number	1	2	3	4	5	Avg
Vehs Entered	226	242	254	244	247	241
Vehs Exited	234	247	264	248	260	251
Starting Vehs	20	23	25	23	24	20
Ending Vehs	12	18	15	19	11	14
Travel Distance (mi)	157	169	174	161	180	168
Travel Time (hr)	3.9	4.2	4.4	4.1	4.4	4.2
Total Delay (hr)	0.4	0.4	0.4	0.4	0.4	0.4
Total Stops	22	15	21	14	21	17
Fuel Used (gal)	6.0	6.2	6.5	6.0	6.6	6.3

Interval #4 Information

Start Time	7:45
End Time	8:00
Total Time (min)	15

Volumes adjusted by Growth Factors, Anti PHF.

Run Number	1	2	3	4	5	Avg
Vehs Entered	229	257	227	241	244	238
Vehs Exited	231	255	227	244	236	239
Starting Vehs	12	18	15	19	11	14
Ending Vehs	10	20	15	16	19	15
Travel Distance (mi)	159	183	155	166	166	166
Travel Time (hr)	3.9	4.6	3.8	4.2	4.1	4.1
Total Delay (hr)	0.4	0.5	0.4	0.4	0.4	0.4
Total Stops	18	35	15	22	19	20
Fuel Used (gal)	6.0	6.8	5.7	6.2	6.0	6.1

15: TH 23 & Tiger Dr Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.1	0.0	0.1	0.1
Total Del/Veh (s)	3.4	3.1	5.5	6.3	5.7
Travel Dist (mi)	2.4	7.1	90.7	146.5	246.9
Travel Time (hr)	0.1	0.3	2.3	3.5	6.2

20: TH 23 & Commencement Blvd Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.1	1.5	0.0	0.9
Total Del/Veh (s)	6.2	4.4	0.9	0.4	0.9
Travel Dist (mi)	0.5	3.4	123.9	95.2	222.9
Travel Time (hr)	0.0	0.2	2.9	2.5	5.6

Total Network Performance

Denied Del/Veh (s)	0.9
Total Del/Veh (s)	5.3
Travel Dist (mi)	727.2
Travel Time (hr)	18.2

Intersection: 15: TH 23 & Tiger Dr

Movement	EB	WB	NB	NB	SB	SB
Directions Served	LTR	LTR	ULT	TR	LT	TR
Maximum Queue (ft)	40	60	39	47	72	40
Average Queue (ft)	5	8	8	4	12	3
95th Queue (ft)	27	37	30	24	46	20
Link Distance (ft)	442	693	1302	1302	2070	2070
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)						
Storage Blk Time (%)						
Queuing Penalty (veh)						

Intersection: 20: TH 23 & Commencement Blvd

Movement	EB	WB
Directions Served	R	R
Maximum Queue (ft)	26	49
Average Queue (ft)	4	16
95th Queue (ft)	18	40
Link Distance (ft)	402	534
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	4:20	4:20	4:20	4:20	4:20	4:20
End Time	5:30	5:30	5:30	5:30	5:30	5:30
Total Time (min)	70	70	70	70	70	70
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	5	5	5	5	5	5
# of Recorded Intervals	4	4	4	4	4	4
Vehs Entered	1123	1083	1098	1061	1068	1088
Vehs Exited	1111	1085	1093	1059	1065	1083
Starting Vehs	13	19	14	19	19	16
Ending Vehs	25	17	19	21	22	19
Travel Distance (mi)	867	847	858	820	831	845
Travel Time (hr)	17.9	17.4	17.5	16.8	17.1	17.3
Total Delay (hr)	1.0	0.9	1.0	0.9	0.9	0.9
Total Stops	192	173	187	180	175	181
Fuel Used (gal)	27.3	26.9	26.6	25.5	26.0	26.5

Interval #0 Information Seeding

Start Time	4:20
End Time	4:30
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	4:30
End Time	4:45
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	284	255	268	243	238	257
Vehs Exited	281	253	256	246	245	255
Starting Vehs	13	19	14	19	19	16
Ending Vehs	16	21	26	16	12	18
Travel Distance (mi)	216	197	206	190	184	199
Travel Time (hr)	4.4	4.1	4.2	3.9	3.8	4.1
Total Delay (hr)	0.2	0.2	0.2	0.2	0.2	0.2
Total Stops	50	46	46	38	45	44
Fuel Used (gal)	6.9	6.2	6.4	6.0	5.7	6.2

Interval #2 Information

Start Time	4:45
End Time	5:00
Total Time (min)	15
Volumes adjusted by PHF, Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	320	296	283	300	340	307
Vehs Exited	318	297	291	301	330	308
Starting Vehs	16	21	26	16	12	18
Ending Vehs	18	20	18	15	22	16
Travel Distance (mi)	250	232	221	237	266	241
Travel Time (hr)	5.2	4.8	4.6	4.8	5.4	5.0
Total Delay (hr)	0.3	0.3	0.3	0.2	0.3	0.3
Total Stops	56	41	56	44	55	50
Fuel Used (gal)	7.8	7.5	6.9	7.3	8.4	7.6

Interval #3 Information

Start Time	5:00
End Time	5:15
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	281	260	274	236	253	262
Vehs Exited	283	263	269	238	252	261
Starting Vehs	18	20	18	15	22	16
Ending Vehs	16	17	23	13	23	17
Travel Distance (mi)	219	209	213	185	195	204
Travel Time (hr)	4.5	4.3	4.3	3.8	4.0	4.2
Total Delay (hr)	0.2	0.2	0.2	0.2	0.2	0.2
Total Stops	46	39	40	43	46	44
Fuel Used (gal)	6.8	6.5	6.6	5.7	6.1	6.3

Interval #4 Information

Start Time	5:15
End Time	5:30
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	238	272	273	282	237	261
Vehs Exited	229	272	277	274	238	258
Starting Vehs	16	17	23	13	23	17
Ending Vehs	25	17	19	21	22	19
Travel Distance (mi)	181	209	218	208	187	201
Travel Time (hr)	3.7	4.2	4.4	4.4	3.8	4.1
Total Delay (hr)	0.2	0.2	0.2	0.3	0.2	0.2
Total Stops	40	47	45	55	29	41
Fuel Used (gal)	5.8	6.7	6.7	6.6	5.9	6.3

15: TH 23 & Tiger Dr Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.9	0.0	0.4	0.2
Total Del/Veh (s)	10.7	10.6	0.6	0.9	1.4
Travel Dist (mi)	3.5	3.0	115.0	186.1	307.6
Travel Time (hr)	0.3	0.2	2.2	3.7	6.3

20: TH 23 & Commencement Blvd Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.1	0.3	0.0	0.2
Total Del/Veh (s)	5.0	4.4	0.3	0.6	0.9
Travel Dist (mi)	6.5	1.1	101.6	114.3	223.5
Travel Time (hr)	0.4	0.1	2.0	2.2	4.6

Total Network Performance

Denied Del/Veh (s)	0.4
Total Del/Veh (s)	2.7
Travel Dist (mi)	844.5
Travel Time (hr)	17.3

Intersection: 15: TH 23 & Tiger Dr

Movement	EB	WB	WB	NB	SB
Directions Served	LTR	LT	R	UL	L
Maximum Queue (ft)	64	43	22	30	30
Average Queue (ft)	22	13	3	4	8
95th Queue (ft)	49	35	14	21	23
Link Distance (ft)	426	678			
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)			300	450	480
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 20: TH 23 & Commencement Blvd

Movement	EB	WB
Directions Served	R	R
Maximum Queue (ft)	59	30
Average Queue (ft)	26	6
95th Queue (ft)	45	24
Link Distance (ft)	402	534
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	4:20	4:20	4:20	4:20	4:20	4:20
End Time	5:30	5:30	5:30	5:30	5:30	5:30
Total Time (min)	70	70	70	70	70	70
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	5	5	5	5	5	5
# of Recorded Intervals	4	4	4	4	4	4
Vehs Entered	1137	1086	1133	1051	1064	1095
Vehs Exited	1137	1091	1132	1064	1063	1098
Starting Vehs	18	19	20	19	18	19
Ending Vehs	18	14	21	6	19	14
Travel Distance (mi)	877	827	862	814	805	837
Travel Time (hr)	18.1	17.2	17.7	16.6	16.6	17.2
Total Delay (hr)	0.9	0.8	0.8	0.7	0.8	0.8
Total Stops	155	163	150	128	132	146
Fuel Used (gal)	27.8	26.5	27.6	25.9	25.5	26.7

Interval #0 Information Seeding

Start Time	4:20
End Time	4:30
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	4:30
End Time	4:45
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	277	242	275	251	248	258
Vehs Exited	277	239	281	253	249	260
Starting Vehs	18	19	20	19	18	19
Ending Vehs	18	22	14	17	17	16
Travel Distance (mi)	215	180	211	198	181	197
Travel Time (hr)	4.4	3.7	4.3	4.0	3.8	4.1
Total Delay (hr)	0.2	0.2	0.2	0.2	0.2	0.2
Total Stops	37	33	35	31	35	35
Fuel Used (gal)	6.9	5.8	6.8	6.3	5.9	6.3

Interval #2 Information

Start Time	4:45
End Time	5:00
Total Time (min)	15
Volumes adjusted by PHF, Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	318	321	306	322	340	321
Vehs Exited	310	323	300	321	339	318
Starting Vehs	18	22	14	17	17	16
Ending Vehs	26	20	20	18	18	21
Travel Distance (mi)	248	241	234	250	258	246
Travel Time (hr)	5.2	5.1	4.9	5.1	5.4	5.1
Total Delay (hr)	0.3	0.3	0.2	0.2	0.3	0.3
Total Stops	48	56	42	41	50	48
Fuel Used (gal)	7.9	7.9	7.6	7.9	8.4	7.9

Interval #3 Information

Start Time	5:00
End Time	5:15
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	256	258	268	240	245	253
Vehs Exited	267	260	274	241	247	259
Starting Vehs	26	20	20	18	18	21
Ending Vehs	15	18	14	17	16	16
Travel Distance (mi)	201	199	210	185	188	197
Travel Time (hr)	4.1	4.1	4.3	3.8	3.9	4.0
Total Delay (hr)	0.2	0.2	0.2	0.1	0.2	0.2
Total Stops	31	44	34	30	25	33
Fuel Used (gal)	6.3	6.4	6.7	5.9	5.8	6.2

Interval #4 Information

Start Time	5:15
End Time	5:30
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	286	265	284	238	231	260
Vehs Exited	283	269	277	249	228	259
Starting Vehs	15	18	14	17	16	16
Ending Vehs	18	14	21	6	19	14
Travel Distance (mi)	212	207	208	181	177	197
Travel Time (hr)	4.4	4.3	4.3	3.7	3.6	4.1
Total Delay (hr)	0.2	0.2	0.2	0.2	0.1	0.2
Total Stops	39	30	39	26	22	31
Fuel Used (gal)	6.8	6.5	6.6	5.8	5.5	6.2

1: TH 23 Performance by approach

Approach	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	0.0
Total Del/Veh (s)	0.2	0.8	0.5
Travel Dist (mi)	39.9	82.6	122.5
Travel Time (hr)	0.8	1.7	2.5

4: TH 23 Performance by approach

Approach	NB	SB	All
Denied Del/Veh (s)	0.0	0.1	0.1
Total Del/Veh (s)	0.6	0.4	0.5
Travel Dist (mi)	77.4	96.6	174.1
Travel Time (hr)	1.5	1.8	3.4

15: TH 23 & Tiger Dr Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.1	0.0	0.0	0.0
Total Del/Veh (s)	0.8	0.7	0.4	0.5	0.5
Travel Dist (mi)	3.7	3.0	77.7	83.7	168.1
Travel Time (hr)	0.2	0.1	1.6	1.7	3.6

20: TH 23 & Commencement Blvd Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.1	0.3	0.0	0.2
Total Del/Veh (s)	5.3	4.5	0.4	0.2	0.7
Travel Dist (mi)	6.5	1.0	98.7	40.2	146.4
Travel Time (hr)	0.4	0.0	1.9	0.8	3.1

Total Network Performance

Denied Del/Veh (s)	0.2
Total Del/Veh (s)	2.3
Travel Dist (mi)	836.9
Travel Time (hr)	17.2

Intersection: 1: TH 23

Movement	SB
Directions Served	U
Maximum Queue (ft)	46
Average Queue (ft)	11
95th Queue (ft)	34
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	250
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 4: TH 23

Movement	NB
Directions Served	U
Maximum Queue (ft)	30
Average Queue (ft)	8
95th Queue (ft)	27
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	250
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 15: TH 23 & Tiger Dr

Movement	NB	SB
Directions Served	L	L
Maximum Queue (ft)	31	32
Average Queue (ft)	4	9
95th Queue (ft)	19	28
Link Distance (ft)		
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	450	480
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 20: TH 23 & Commencement Blvd

Movement	EB	WB
Directions Served	R	R
Maximum Queue (ft)	68	27
Average Queue (ft)	27	6
95th Queue (ft)	51	22
Link Distance (ft)	402	534
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	4:20	4:20	4:20	4:20	4:20	4:20
End Time	5:30	5:30	5:30	5:30	5:30	5:30
Total Time (min)	70	70	70	70	70	70
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	5	5	5	5	5	5
# of Recorded Intervals	4	4	4	4	4	4
Vehs Entered	1127	1109	1071	1031	1069	1082
Vehs Exited	1122	1102	1063	1038	1073	1079
Starting Vehs	13	12	17	21	18	16
Ending Vehs	18	19	25	14	14	17
Travel Distance (mi)	912	884	845	826	846	862
Travel Time (hr)	18.7	18.5	17.6	17.2	17.6	17.9
Total Delay (hr)	1.0	1.1	1.0	1.0	1.0	1.0
Total Stops	170	185	194	180	188	183
Fuel Used (gal)	28.4	28.0	26.4	25.7	26.9	27.1

Interval #0 Information Seeding

Start Time	4:20
End Time	4:30
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	4:30
End Time	4:45
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	271	249	205	244	253	244
Vehs Exited	260	237	210	255	252	242
Starting Vehs	13	12	17	21	18	16
Ending Vehs	24	24	12	10	19	16
Travel Distance (mi)	215	188	162	201	196	193
Travel Time (hr)	4.4	4.0	3.3	4.2	4.1	4.0
Total Delay (hr)	0.2	0.2	0.2	0.3	0.2	0.2
Total Stops	43	42	38	44	50	43
Fuel Used (gal)	6.8	6.0	5.1	6.3	6.2	6.1

Interval #2 Information

Start Time	4:45					
End Time	5:00					
Total Time (min)	15					
Volumes adjusted by PHF, Growth Factors.						

Run Number	1	2	3	4	5	Avg
Vehs Entered	350	328	300	305	355	327
Vehs Exited	350	335	293	298	346	325
Starting Vehs	24	24	12	10	19	16
Ending Vehs	24	17	19	17	28	19
Travel Distance (mi)	282	266	233	233	274	257
Travel Time (hr)	5.8	5.6	4.9	5.0	5.8	5.4
Total Delay (hr)	0.3	0.3	0.3	0.3	0.4	0.3
Total Stops	55	57	55	63	74	62
Fuel Used (gal)	8.7	8.6	7.4	7.3	8.9	8.2

Interval #3 Information

Start Time	5:00					
End Time	5:15					
Total Time (min)	15					
Volumes adjusted by Growth Factors, Anti PHF.						

Run Number	1	2	3	4	5	Avg
Vehs Entered	246	251	293	245	224	254
Vehs Exited	251	249	280	253	234	253
Starting Vehs	24	17	19	17	28	19
Ending Vehs	19	19	32	9	18	20
Travel Distance (mi)	206	203	228	205	187	206
Travel Time (hr)	4.2	4.2	4.8	4.2	3.8	4.2
Total Delay (hr)	0.2	0.2	0.3	0.2	0.2	0.2
Total Stops	34	37	56	35	29	38
Fuel Used (gal)	6.3	6.2	7.0	6.3	5.9	6.3

Interval #4 Information

Start Time	5:15					
End Time	5:30					
Total Time (min)	15					
Volumes adjusted by Growth Factors, Anti PHF.						

Run Number	1	2	3	4	5	Avg
Vehs Entered	260	281	273	237	237	257
Vehs Exited	261	281	280	232	241	258
Starting Vehs	19	19	32	9	18	20
Ending Vehs	18	19	25	14	14	17
Travel Distance (mi)	208	227	222	187	189	207
Travel Time (hr)	4.3	4.8	4.5	3.9	3.9	4.3
Total Delay (hr)	0.2	0.3	0.3	0.2	0.2	0.2
Total Stops	38	49	45	38	35	43
Fuel Used (gal)	6.6	7.3	7.0	5.8	5.9	6.5

15: TH 23 & Tiger Dr Performance by approach

Approach	WB	NB	SB	All
Denied Del/Veh (s)	1.9	0.0	0.3	0.2
Total Del/Veh (s)	9.6	0.6	0.9	1.0
Travel Dist (mi)	4.3	123.3	186.4	313.9
Travel Time (hr)	0.3	2.4	3.6	6.3

20: TH 23 Performance by approach

Approach	EB	NB	SB	All
Denied Del/Veh (s)	3.0	0.2	0.0	0.5
Total Del/Veh (s)	6.8	0.4	0.6	1.3
Travel Dist (mi)	16.0	99.5	118.4	233.9
Travel Time (hr)	0.9	1.9	2.3	5.2

Total Network Performance

Denied Del/Veh (s)	0.6
Total Del/Veh (s)	2.7
Travel Dist (mi)	862.4
Travel Time (hr)	17.9

Intersection: 15: TH 23 & Tiger Dr

Movement	WB	WB	SB
Directions Served	L	R	L
Maximum Queue (ft)	38	41	44
Average Queue (ft)	12	9	13
95th Queue (ft)	34	31	36
Link Distance (ft)	678		
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)		300	480
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 20: TH 23

Movement	EB	EB	NB
Directions Served	L	R	L
Maximum Queue (ft)	59	75	27
Average Queue (ft)	19	28	3
95th Queue (ft)	45	53	17
Link Distance (ft)	657		
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)		200	450
Storage Blk Time (%)			
Queuing Penalty (veh)			

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	4:20	4:20	4:20	4:20	4:20	4:20
End Time	5:30	5:30	5:30	5:30	5:30	5:30
Total Time (min)	70	70	70	70	70	70
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	5	5	5	5	5	5
# of Recorded Intervals	4	4	4	4	4	4
Vehs Entered	1161	1075	1102	1077	1071	1096
Vehs Exited	1152	1072	1103	1082	1070	1097
Starting Vehs	18	22	18	23	24	19
Ending Vehs	27	25	17	18	25	22
Travel Distance (mi)	905	840	858	849	836	858
Travel Time (hr)	21.6	20.1	20.5	20.2	19.9	20.5
Total Delay (hr)	2.3	2.1	2.2	2.2	2.1	2.2
Total Stops	121	116	117	135	133	124
Fuel Used (gal)	33.9	31.4	32.0	31.6	31.5	32.1

Interval #0 Information Seeding

Start Time	4:20
End Time	4:30
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	4:30
End Time	4:45
Total Time (min)	15
Volumes adjusted by Growth Factors, Anti PHF.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	274	249	273	261	250	261
Vehs Exited	271	252	265	261	256	261
Starting Vehs	18	22	18	23	24	19
Ending Vehs	21	19	26	23	18	19
Travel Distance (mi)	212	193	209	206	194	203
Travel Time (hr)	5.1	4.6	5.0	4.9	4.6	4.8
Total Delay (hr)	0.6	0.5	0.5	0.5	0.5	0.5
Total Stops	34	30	30	24	33	29
Fuel Used (gal)	8.0	7.3	7.7	7.8	7.3	7.6

Interval #2 Information

Start Time	4:45
End Time	5:00
Total Time (min)	15

Volumes adjusted by PHF, Growth Factors.

Run Number	1	2	3	4	5	Avg
Vehs Entered	327	324	292	295	323	313
Vehs Exited	321	317	285	293	320	307
Starting Vehs	21	19	26	23	18	19
Ending Vehs	27	26	33	25	21	26
Travel Distance (mi)	255	254	222	232	252	243
Travel Time (hr)	6.1	6.1	5.3	5.5	6.1	5.8
Total Delay (hr)	0.7	0.7	0.6	0.6	0.7	0.7
Total Stops	32	32	37	36	40	35
Fuel Used (gal)	9.3	9.5	8.3	8.5	9.4	9.0

Interval #3 Information

Start Time	5:00
End Time	5:15
Total Time (min)	15

Volumes adjusted by Growth Factors, Anti PHF.

Run Number	1	2	3	4	5	Avg
Vehs Entered	279	235	253	235	254	249
Vehs Exited	289	249	265	237	250	259
Starting Vehs	27	26	33	25	21	26
Ending Vehs	17	12	21	23	25	19
Travel Distance (mi)	220	190	204	188	200	200
Travel Time (hr)	5.2	4.5	4.8	4.5	4.7	4.7
Total Delay (hr)	0.5	0.5	0.5	0.5	0.5	0.5
Total Stops	30	23	19	43	32	30
Fuel Used (gal)	8.3	7.2	7.6	7.0	7.6	7.5

Interval #4 Information

Start Time	5:15
End Time	5:30
Total Time (min)	15

Volumes adjusted by Growth Factors, Anti PHF.

Run Number	1	2	3	4	5	Avg
Vehs Entered	281	267	284	286	244	272
Vehs Exited	271	254	288	291	244	271
Starting Vehs	17	12	21	23	25	19
Ending Vehs	27	25	17	18	25	22
Travel Distance (mi)	219	204	224	223	190	212
Travel Time (hr)	5.2	4.9	5.4	5.3	4.5	5.1
Total Delay (hr)	0.5	0.5	0.6	0.6	0.5	0.5
Total Stops	25	31	31	32	28	29
Fuel Used (gal)	8.3	7.5	8.3	8.3	7.2	7.9

15: TH 23 & Tiger Dr Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.1	0.0	0.1	0.1
Total Del/Veh (s)	3.4	3.5	6.5	7.0	6.5
Travel Dist (mi)	4.5	2.9	112.0	187.3	306.6
Travel Time (hr)	0.2	0.1	2.9	4.5	7.7

20: TH 23 & Commencement Blvd Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.1	0.3	0.0	0.2
Total Del/Veh (s)	5.0	4.4	0.3	0.4	0.8
Travel Dist (mi)	5.9	0.9	102.3	119.7	228.7
Travel Time (hr)	0.3	0.0	2.0	3.1	5.5

Total Network Performance

Denied Del/Veh (s)	0.2
Total Del/Veh (s)	6.8
Travel Dist (mi)	857.6
Travel Time (hr)	20.5

Intersection: 15: TH 23 & Tiger Dr

Movement	EB	WB	NB	NB	SB	SB
Directions Served	LTR	LTR	LT	TR	LT	TR
Maximum Queue (ft)	56	31	35	45	47	29
Average Queue (ft)	11	4	8	5	6	1
95th Queue (ft)	38	20	29	25	28	13
Link Distance (ft)	442	693	1302	1302	2070	2070
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)						
Storage Blk Time (%)						
Queuing Penalty (veh)						

Intersection: 20: TH 23 & Commencement Blvd

Movement	EB	WB
Directions Served	R	R
Maximum Queue (ft)	60	34
Average Queue (ft)	25	6
95th Queue (ft)	45	25
Link Distance (ft)	402	534
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 0

Attachment H

Benefit-Cost Analysis Workbook and Cost Estimates



TABLE B/C: BENEFIT-COST SUMMARY - LOW COST SCENARIO
Highway 23 and Tiger Dr J Turns - Marshall, MN

SRF PROJECT NUMBER: **9099**
PROJECT NAME: **Marshall Area Highway 23 Safety Assessment - Programmed vs. Build**
B/C ANALYSIS FIRST YEAR OF BENEFIT: **2020**
B/C ANALYSIS FINAL YEAR OF ANALYSIS: **2039**

BENEFIT-COST ANALYSIS
SUMMARY RESULTS

PRESENT VALUE OF ITEMIZED BENEFITS (mil. \$)	
VMT Savings	\$0.00
VHT Savings	\$0.00
Accident Reduction Benefits	\$0.32
PRESENT VALUE OF TOTAL BENEFITS (mil. \$)	\$0.32

Net Cost of Project (mil. \$)	\$0.82
Present Value of Benefits (mil. \$)	\$0.32
Net Present Value (mil. \$)	-\$0.50
BENEFIT/COST RATIO:	0.39

PRESENT VALUE OF ITEMIZED COSTS (mil. \$)	
Capital Cost Differential	\$0.99
Maintenance Cost Differential	\$0.04
Remaining Capital Value Differential ^(a)	\$0.20
PRESENT VALUE OF TOTAL COSTS (mil. \$)	\$0.82

NOTES:

(a) Remaining capital value was considered a reduction of cost in this analysis and was subtracted from construction and maintenance costs to obtain a net cost.

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CRASH DATA

Crash Analysis (a)		2016		2035		Crash Values (\$ per crash) (b)
		Existing	Build	No Build	Build	
Intersection ADT		8,900	8,900	10,825	10,825	
Build Crash Reduction			50%		50%	
Crash Severity (5 year data)	Fatal	0	0	0	0	\$ 10,600,000
	A	0	0	0	0	\$ 570,000
	B	0	0	0	0	\$ 170,000
	C	2	1	2	1	\$ 83,000
	PDO	1	1	1	1	\$ 7,600

2016	0.6	\$ 34,720	0.3	\$ 17,360
2035	0.7	\$ 42,230	0.4	\$ 21,115

CRASH CALCULATIONS

		No Build		Build		Benefit	Present Value of Savings (\$)
		Annual Forecast Number of Crashes	Estimated Cost	Annual Forecast Number of Crashes	Estimated Cost		
Prelim	2016	0.6	\$ 34,720	0.3	\$ 17,360	\$ 17,360	\$ 17,360
	2017	0.6	\$ 35,115	0.3	\$ 17,558	\$ 17,558	\$ 17,264
	2018	0.6	\$ 35,510	0.3	\$ 17,755	\$ 17,755	\$ 17,167
	2019	0.6	\$ 35,906	0.3	\$ 17,953	\$ 17,953	\$ 17,068
Analysis Range	2020	0.6	\$ 36,301	0.3	\$ 18,150	\$ 18,150	\$ 16,967
	2021	0.6	\$ 36,696	0.3	\$ 18,348	\$ 18,348	\$ 16,865
	2022	0.6	\$ 37,091	0.3	\$ 18,546	\$ 18,546	\$ 16,762
	2023	0.6	\$ 37,487	0.3	\$ 18,743	\$ 18,743	\$ 16,657
	2024	0.7	\$ 37,882	0.3	\$ 18,941	\$ 18,941	\$ 16,551
	2025	0.7	\$ 38,277	0.3	\$ 19,139	\$ 19,139	\$ 16,445
	2026	0.7	\$ 38,672	0.3	\$ 19,336	\$ 19,336	\$ 16,337
	2027	0.7	\$ 39,068	0.3	\$ 19,534	\$ 19,534	\$ 16,228
	2028	0.7	\$ 39,463	0.3	\$ 19,731	\$ 19,731	\$ 16,118
	2029	0.7	\$ 39,858	0.3	\$ 19,929	\$ 19,929	\$ 16,007
	2030	0.7	\$ 40,253	0.3	\$ 20,127	\$ 20,127	\$ 15,896
	2031	0.7	\$ 40,649	0.4	\$ 20,324	\$ 20,324	\$ 15,783
	2032	0.7	\$ 41,044	0.4	\$ 20,522	\$ 20,522	\$ 15,671
	2033	0.7	\$ 41,439	0.4	\$ 20,720	\$ 20,720	\$ 15,557
	2034	0.7	\$ 41,834	0.4	\$ 20,917	\$ 20,917	\$ 15,443
	2035	0.7	\$ 42,230	0.4	\$ 21,115	\$ 21,115	\$ 15,328
	2036	0.7	\$ 42,625	0.4	\$ 21,312	\$ 21,312	\$ 15,213
	2037	0.7	\$ 43,020	0.4	\$ 21,510	\$ 21,510	\$ 15,097
	2038	0.8	\$ 43,415	0.4	\$ 21,708	\$ 21,708	\$ 14,981
	2039	0.8	\$ 43,811	0.4	\$ 21,905	\$ 21,905	\$ 14,865
		Total	\$ 801,116		\$ 400,558	\$ 400,558	\$ 318,771

NOTES:

(a) The analysis used a crash rate developed from existing crash data for 5 years of crash data from 2010 to 2014. Data between 2020 and 2039 was interpolated based on ADT growth between Existing 2016 and forecast 2035 volumes. The B/C analysis was derived from these results and is for the twenty year period between 2020 and 2039.

(b) Rates from "Recommended standard values for use in B/C analysis in SFY 2016", Minnesota Department of Transportation, Office of Transportation System Management, July 2015.

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TABLE B4: ACCIDENT REDUCTION BENEFITS
Highway 23 and Tiger Dr J Turns - Marshall, MN

Year	ANN. EST. CRASH COST TOTAL (\$)(b)(c)		Annual Savings Safety User Benefits (\$)	Present Value of Savings (\$)(d)
	No Build	Build		
2020	1	\$36,301	\$18,150	\$16,967
2021	2	\$36,696	\$18,348	\$16,865
2022	3	\$37,091	\$18,546	\$16,762
2023	4	\$37,487	\$18,743	\$16,657
2024	5	\$37,882	\$18,941	\$16,551
2025	6	\$38,277	\$19,139	\$16,445
2026	7	\$38,672	\$19,336	\$16,337
2027	8	\$39,068	\$19,534	\$16,228
2028	9	\$39,463	\$19,731	\$16,118
2029	10	\$39,858	\$19,929	\$16,007
2030	11	\$40,253	\$20,127	\$15,896
2031	12	\$40,649	\$20,324	\$15,783
2032	13	\$41,044	\$20,522	\$15,671
2033	14	\$41,439	\$20,720	\$15,557
2034	15	\$41,834	\$20,917	\$15,443
2035	16	\$42,230	\$21,115	\$15,328
2036	17	\$42,625	\$21,312	\$15,213
2037	18	\$43,020	\$21,510	\$15,097
2038	19	\$43,415	\$21,708	\$14,981
2039	20	\$43,811	\$21,905	\$14,865
Total Benefits During Project Life (2020 - 2039)				\$318,771

NOTES:

- (a) Based on projected daily VMT values found in Table D1.
- (b) Metro District crash data for each facility type was gathered from MnDOT Toolkit for the five year period from 2010-2014. This data was used to find a crash rate by severity per million vehicle miles traveled. These were then used to estimate crash costs for 2016 and 2035. Data between 2016 and 2039 was interpolated based on a linear growth rate. The B/C analysis was derived from these results and is for the twenty year period between 2020 and 2039.
- (c) Based on the crash data shown in Table D4, split by No Build vs Build
- (d) Present value of savings during the benefit-cost analysis period in terms of 2016 dollars.

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TH 23 & Tiger Drive J-Turn, City of Marshall
Concept Cost Estimate (based upon 2015 bid price information)
 Prepared By: Isthmus Engineering, Inc., July 2016

ITEM DESCRIPTION				TH 23		TIGER DRIVE WEST OF TH 23		TIGER DRIVE EAST OF TH 23		TOTAL	
				EST. QUANTITY	EST. AMOUNT	EST. QUANTITY	EST. AMOUNT	EST. QUANTITY	EST. AMOUNT	EST. QUANTITY	EST. AMOUNT
PAVING AND GRADING COSTS											
GrP 1	Excavation - common & subgrade	cu. yd.	\$7.00	5800	\$40,600.00	400	\$2,800.00	400	\$2,800.00	6600	\$46,200.00
GrP 2	Granular Subgrade (CV)	cu. yd.	\$16.00	4600	\$73,600.00	200	\$3,200.00	200	\$3,200.00	5000	\$80,000.00
GrP 3	Concrete Mainline/Turn Lane Pavement	sq. yd.	\$40.00	3359	\$134,360.00					3359	\$134,360.00
GrP 4	Concrete Shoulder Pavement	sq. yd.	\$40.00	120	\$4,800.00					120	\$4,800.00
GrP 5	County/Local Road Bituminous Pavement	ton	\$70.00			124	\$8,680.00	123	\$8,610.00	247	\$17,290.00
GrP 7	Aggregate Base (CV)	cu. yd.	\$25.00	640	\$16,000.00	80	\$2,000.00	76	\$1,900.00	796	\$19,900.00
GrP 8	Concrete Curb and Gutter	lin. ft.	\$18.00	445	\$8,010.00	130	\$2,340.00	126	\$2,268.00	701	\$12,618.00
GrP 9	Concrete Median	sq. ft.	\$6.00	4391	\$26,346.00	541	\$3,246.00	423	\$2,538.00	5355	\$32,130.00
GrP 10	Removals - Concrete Pavement	sq. yd.	\$9.00	1560	\$14,040.00					1560	\$14,040.00
GrP 11	Removals - Bituminous Pavment	sq. yd.	\$3.50			308	\$1,078.00	330	\$1,155.00	638	\$2,233.00
GrP 12	Removals - Bituminous Shoulder Pavement	sq. yd.	\$2.50	926	\$2,315.00	0	\$0.00			926	\$2,315.00
SUBTOTAL PAVING AND GRADING COSTS:					\$320,071.00		\$23,344.00		\$22,471.00		\$365,886.00
DRAINAGE AND EROSION CONTROL											
Dr 1	Drainage - rural	mile	\$110,000.00	0.32	\$35,200.00	0.02	\$2,200.00	0.02	\$2,200.00	0.36	\$39,600.00
Dr 2	Turf Establishment & Erosion Control	10%			\$32,000.00		\$2,000.00		\$2,000.00		\$36,000.00
Dr 3	Landscaping	2%			\$6,000.00		\$0.00		\$0.00		\$6,000.00
SUBTOTAL DRAINAGE AND EROSION CONTROL:					\$73,200.00		\$4,200.00		\$4,200.00		\$81,600.00
LIGHTING COSTS											
Lt 1	Lighting	each	\$8,000.00	8	\$64,000.00	1	\$8,000.00	1	\$8,000.00	10	\$80,000.00
SUBTOTAL LIGHTING COSTS:					\$64,000.00		\$8,000.00		\$8,000.00		\$80,000.00
SIGNING & STRIPING COSTS											
Sgn 1	Signs (C&D)	each	\$250.00	42	\$10,500.00	20	\$5,000.00	20	\$5,000.00	82	\$20,500.00
Sgn 2	Striping	lin. Ft.	\$1.00	3568	\$3,568.00	689	\$689.00	792	\$792.00	5049	\$5,049.00
SUBTOTAL SIGNING & STRIPING COSTS:					\$14,068.00		\$5,689.00		\$5,792.00		\$25,549.00
SUBTOTAL CONSTRUCTION COSTS:					\$471,339.00		\$41,233.00		\$40,463.00		\$553,035.00
MISCELLANEOUS COSTS											
M 1	Mobilization	5%			\$24,000.00		\$2,000.00		\$2,000.00		\$28,000.00
M 2	Non Quantified Minor Items (10% to 30%)	20%			\$94,000.00		\$8,000.00		\$8,000.00		\$110,000.00
M 3	Temporary Pavement and Drainage	5%			\$24,000.00		\$2,000.00		\$2,000.00		\$28,000.00
M 4	Traffic Control	3%			\$14,000.00		\$1,000.00		\$1,000.00		\$16,000.00
SUBTOTAL MISCELLANEOUS COSTS:					\$156,000.00		\$13,000.00		\$13,000.00		\$182,000.00
ESTIMATED TOTAL CONSTRUCTION COSTS without Contingency:					\$627,339.00		\$54,233.00		\$53,463.00		\$735,035.00
1	Contingency or "risk" (10% to 30%)	30%			\$188,000.00		\$16,000.00		\$16,000.00		\$220,000.00
ESTIMATED TOTAL CONSTRUCTION COSTS PLUS CONTINGENCY:					\$815,339.00		\$70,233.00		\$69,463.00		\$955,035.00
OTHER PROJECT COSTS											
R/W ACQUISITIONS		Lump Sum									
DESIGN ENG. & CONSTRUCTION ADMIN.		Lump Sum	15%		\$71,000.00		\$6,000.00		\$6,000.00		\$83,000.00
SUBTOTAL OTHER PROJECT COSTS					\$71,000.00		\$6,000.00		\$6,000.00		\$83,000.00
TOTAL PROJECT COST (based upon 2015 bid price information)					\$886,339.00		\$76,233.00		\$75,463.00		\$1,038,035.00
INFLATION COST (CURRENT YR. TO YR. OF OPENING)		Years	3%		\$0.00		\$0.00		\$0.00		\$0.00
TOTAL PROJECT COST (OPENING YEAR DOLLARS)					\$886,339.00		\$76,233.00		\$75,463.00		\$1,038,035.00



TABLE B/C: BENEFIT-COST SUMMARY - LOW COST SCENARIO
Highway 23 and Tiger Dr RAB - Marshall, MN

SRF PROJECT NUMBER: **9099**
PROJECT NAME: **Marshall Area Highway 23 Safety Assessment - Programmed vs. Build**
B/C ANALYSIS FIRST YEAR OF BENEFIT: **2020**
B/C ANALYSIS FINAL YEAR OF ANALYSIS: **2039**

BENEFIT-COST ANALYSIS
SUMMARY RESULTS

PRESENT VALUE OF ITEMIZED BENEFITS (mil. \$)	
VMT Savings	\$0.00
VHT Savings	\$0.00
Accident Reduction Benefits	\$0.32
PRESENT VALUE OF TOTAL BENEFITS (mil. \$)	\$0.32

Net Cost of Project (mil. \$)	\$0.98
Present Value of Benefits (mil. \$)	\$0.32
Net Present Value (mil. \$)	-\$0.66
BENEFIT/COST RATIO:	0.32

PRESENT VALUE OF ITEMIZED COSTS (mil. \$)	
Capital Cost Differential	\$1.45
Maintenance Cost Differential	-\$0.14
Remaining Capital Value Differential ^(a)	\$0.33
PRESENT VALUE OF TOTAL COSTS (mil. \$)	\$0.98

NOTES:

(a) Remaining capital value was considered a reduction of cost in this analysis and was subtracted from construction and maintenance costs to obtain a net cost.

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CRASH DATA

Crash Analysis (a)		2016		2035		Crash Values (\$ per crash) (b)
		Existing	Build	No Build	Build	
Intersection ADT		8,900	8,900	10,825	10,825	
Build Crash Reduction			50%		50%	
Crash Severity (5 year data)	Fatal	0	0	0	0	\$ 10,600,000
	A	0	0	0	0	\$ 570,000
	B	0	0	0	0	\$ 170,000
	C	2	1	2	1	\$ 83,000
	PDO	1	1	1	1	\$ 7,600

2016	0.6	\$ 34,720	0.3	\$ 17,360
2035	0.7	\$ 42,230	0.4	\$ 21,115

CRASH CALCULATIONS

		No Build		Build		Benefit	Present Value of Savings (\$)
		Annual Forecast Number of Crashes	Estimated Cost	Annual Forecast Number of Crashes	Estimated Cost		
Prelim	2016	0.6	\$ 34,720	0.3	\$ 17,360	\$ 17,360	\$ 17,360
	2017	0.6	\$ 35,115	0.3	\$ 17,558	\$ 17,558	\$ 17,264
	2018	0.6	\$ 35,510	0.3	\$ 17,755	\$ 17,755	\$ 17,167
	2019	0.6	\$ 35,906	0.3	\$ 17,953	\$ 17,953	\$ 17,068
Analysis Range	2020	0.6	\$ 36,301	0.3	\$ 18,150	\$ 18,150	\$ 16,967
	2021	0.6	\$ 36,696	0.3	\$ 18,348	\$ 18,348	\$ 16,865
	2022	0.6	\$ 37,091	0.3	\$ 18,546	\$ 18,546	\$ 16,762
	2023	0.6	\$ 37,487	0.3	\$ 18,743	\$ 18,743	\$ 16,657
	2024	0.7	\$ 37,882	0.3	\$ 18,941	\$ 18,941	\$ 16,551
	2025	0.7	\$ 38,277	0.3	\$ 19,139	\$ 19,139	\$ 16,445
	2026	0.7	\$ 38,672	0.3	\$ 19,336	\$ 19,336	\$ 16,337
	2027	0.7	\$ 39,068	0.3	\$ 19,534	\$ 19,534	\$ 16,228
	2028	0.7	\$ 39,463	0.3	\$ 19,731	\$ 19,731	\$ 16,118
	2029	0.7	\$ 39,858	0.3	\$ 19,929	\$ 19,929	\$ 16,007
	2030	0.7	\$ 40,253	0.3	\$ 20,127	\$ 20,127	\$ 15,896
	2031	0.7	\$ 40,649	0.4	\$ 20,324	\$ 20,324	\$ 15,783
	2032	0.7	\$ 41,044	0.4	\$ 20,522	\$ 20,522	\$ 15,671
	2033	0.7	\$ 41,439	0.4	\$ 20,720	\$ 20,720	\$ 15,557
	2034	0.7	\$ 41,834	0.4	\$ 20,917	\$ 20,917	\$ 15,443
	2035	0.7	\$ 42,230	0.4	\$ 21,115	\$ 21,115	\$ 15,328
	2036	0.7	\$ 42,625	0.4	\$ 21,312	\$ 21,312	\$ 15,213
	2037	0.7	\$ 43,020	0.4	\$ 21,510	\$ 21,510	\$ 15,097
	2038	0.8	\$ 43,415	0.4	\$ 21,708	\$ 21,708	\$ 14,981
	2039	0.8	\$ 43,811	0.4	\$ 21,905	\$ 21,905	\$ 14,865
		Total	\$ 801,116		\$ 400,558	\$ 400,558	\$ 318,771

NOTES:

(a) The analysis used a crash rate developed from existing crash data for 5 years of crash data from 2010 to 2014. Data between 2020 and 2039 was interpolated based on ADT growth between Existing 2016 and forecast 2035 volumes. The B/C analysis was derived from these results and is for the twenty year period between 2020 and 2039.

(b) Rates from "Recommended standard values for use in B/C analysis in SFY 2016", Minnesota Department of Transportation, Office of Transportation System Management, July 2015.

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TABLE B4: ACCIDENT REDUCTION BENEFITS
Highway 23 and Tiger Dr RAB - Marshall, MN

Year	ANN. EST. CRASH COST TOTAL (\$)(b)(c)		Annual Savings Safety User Benefits (\$)	Present Value of Savings (\$)(d)
	No Build	Build		
2020	1	\$36,301	\$18,150	\$16,967
2021	2	\$36,696	\$18,348	\$16,865
2022	3	\$37,091	\$18,546	\$16,762
2023	4	\$37,487	\$18,743	\$16,657
2024	5	\$37,882	\$18,941	\$16,551
2025	6	\$38,277	\$19,139	\$16,445
2026	7	\$38,672	\$19,336	\$16,337
2027	8	\$39,068	\$19,534	\$16,228
2028	9	\$39,463	\$19,731	\$16,118
2029	10	\$39,858	\$19,929	\$16,007
2030	11	\$40,253	\$20,127	\$15,896
2031	12	\$40,649	\$20,324	\$15,783
2032	13	\$41,044	\$20,522	\$15,671
2033	14	\$41,439	\$20,720	\$15,557
2034	15	\$41,834	\$20,917	\$15,443
2035	16	\$42,230	\$21,115	\$15,328
2036	17	\$42,625	\$21,312	\$15,213
2037	18	\$43,020	\$21,510	\$15,097
2038	19	\$43,415	\$21,708	\$14,981
2039	20	\$43,811	\$21,905	\$14,865
Total Benefits During Project Life (2020 - 2039)				\$318,771

NOTES:

- (a) Based on projected daily VMT values found in Table D1.
- (b) Metro District crash data for each facility type was gathered from MnDOT Toolkit for the five year period from 2010-2014. This data was used to find a crash rate by severity per million vehicle miles traveled. These were then used to estimate crash costs for 2016 and 2035. Data between 2016 and 2039 was interpolated based on a linear growth rate. The B/C analysis was derived from these results and is for the twenty year period between 2020 and 2039.
- (c) Based on the crash data shown in Table D4, split by No Build vs Build
- (d) Present value of savings during the benefit-cost analysis period in terms of 2016 dollars.

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TH 23 & Tiger Drive Roundabout, City of Marshall
Concept Cost Estimate (based upon 2015 bid price information)
 Prepared By: Isthmus Engineering, Inc., July 2016

				TH 23		TIGER DRIVE WEST OF TH 23		TIGER DRIVE EAST OF TH 23		TOTAL		
ITEM DESCRIPTION			UNIT	UNIT PRICE	EST. QUANTITY	EST. AMOUNT	EST. QUANTITY	EST. AMOUNT	EST. QUANTITY	EST. AMOUNT	EST. QUANTITY	EST. AMOUNT
PAVING AND GRADING COSTS												
GrP 1	Excavation - common & subgrade		cu. yd.	\$7.00	6500	\$45,500.00	500	\$3,500.00			7000	\$49,000.00
GrP 2	Granular Subgrade (CV)		cu. yd.	\$16.00	5200	\$83,200.00	300	\$4,800.00			5500	\$88,000.00
GrP 3	Concrete Mainline/Turn Lane Pavement		sq. yd.	\$40.00	3883	\$155,320.00					3883	\$155,320.00
GrP 6	County/Local Road Bituminous Pavement		ton	\$70.00			164	\$11,480.00	148	\$10,360.00	312	\$21,840.00
GrP 8	Aggregate Base (CV)		cu. yd.	\$25.00	754	\$18,850.00	120	\$3,000.00	100	\$2,500.00	974	\$24,350.00
GrP 9	Concrete Curb and Gutter		lin. ft.	\$18.00	2710	\$48,780.00	658	\$11,844.00	523	\$9,414.00	3891	\$70,038.00
GrP 10	Concrete Median		sq. ft.	\$6.00	5026	\$30,156.00	1306	\$7,836.00	876	\$5,256.00	7208	\$43,248.00
GrP 11	Truck Apron		sq. ft.	\$9.00	2938	\$26,442.00					2938	\$26,442.00
GrP 12	Removals - Concrete Pavement		sq. yd.	\$9.00	5179	\$46,611.00					5179	\$46,611.00
GrP 13	Removals - Bituminous Pavement		sq. yd.	\$3.50	1361	\$4,763.50	802	\$2,807.00	691	\$2,418.50	2854	\$9,989.00
GrP 14	Removals - Bituminous Shoulder Pavement		sq. yd.	\$2.50	200	\$500.00					200	\$500.00
SUBTOTAL PAVING AND GRADING COSTS:						\$460,122.50		\$45,267.00		\$29,948.50		\$535,338.00
DRAINAGE AND EROSION CONTROL												
Dr 1	Drainage - urban		25%			\$115,000.00		\$11,000.00		\$7,490.00		\$133,490.00
Dr 2	Turf Establishment & Erosion Control		12%			\$55,000.00		\$5,000.00		\$3,590.00		\$63,590.00
Dr 3	Landscaping		5%			\$23,000.00		\$2,000.00		\$1,500.00		\$26,500.00
SUBTOTAL DRAINAGE AND EROSION CONTROL:						\$193,000.00		\$18,000.00		\$12,580.00		\$223,580.00
LIGHTING COSTS												
Lt 1	Lighting		each	\$8,000.00	2	\$16,000.00	1	\$8,000.00	1	\$8,000.00	4	\$32,000.00
SUBTOTAL LIGHTING COSTS:						\$16,000.00		\$8,000.00		\$8,000.00		\$32,000.00
SIGNING & STRIPING COSTS												
Sgn 1	Signs (C&D)		each	\$250.00	30	\$7,500.00	10	\$2,500.00	10	\$2,500.00	50	\$12,500.00
Sgn 2	Striping		lin. ft.	\$1.00	5452	\$5,452.00	688	\$688.00	852	\$852.00	6992	\$6,992.00
SUBTOTAL SIGNING & STRIPING COSTS:						\$12,952.00		\$3,188.00		\$3,352.00		\$19,492.00
SUBTOTAL CONSTRUCTION COSTS:						\$682,074.50		\$74,455.00		\$53,880.50		\$810,410.00
MISCELLANEOUS COSTS												
M 1	Mobilization		5%			\$34,000.00		\$4,000.00		\$2,700.00		\$40,700.00
M 2	Non Quantified Minor Items (10% to 30%)		20%			\$136,000.00		\$15,000.00		\$10,800.00		\$161,800.00
M 3	Temporary Pavement and Drainage		5%			\$34,000.00		\$4,000.00		\$2,700.00		\$40,700.00
M 4	Traffic Control		3%			\$20,000.00		\$2,000.00		\$1,620.00		\$23,620.00
SUBTOTAL MISCELLANEOUS COSTS:						\$224,000.00		\$25,000.00		\$17,820.00		\$266,820.00
ESTIMATED TOTAL CONSTRUCTION COSTS without Contingency:						\$906,074.50		\$99,455.00		\$71,700.50		\$1,077,230.00
1	Contingency or "risk" (10% to 30%)		30%			\$272,000.00		\$30,000.00		\$21,500.00		\$323,500.00
ESTIMATED TOTAL CONSTRUCTION COSTS PLUS CONTINGENCY:						\$1,178,074.50		\$129,455.00		\$93,200.50		\$1,400,730.00
OTHER PROJECT COSTS												
R/W ACQUISITIONS			Lump Sum									
DESIGN ENG. & CONSTRUCTION ADMIN.			Lump Sum	15%		\$102,000.00		\$11,000.00		\$8,100.00		\$121,100.00
SUBTOTAL OTHER PROJECT COSTS						\$102,000.00		\$11,000.00		\$8,100.00		\$121,100.00
TOTAL PROJECT COST (based upon 2015 bid price information)						\$1,280,074.50		\$140,455.00		\$101,300.50		\$1,521,830.00
INFLATION COST (CURRENT YR. TO YR. OF OPENING)			Years	3%		\$0.00		\$0.00		\$0.00		\$0.00
TOTAL PROJECT COST (OPENING YEAR DOLLARS)						\$1,280,074.50		\$140,455.00		\$101,300.50		\$1,521,830.00

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, March 26, 2024
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:	

**MINUTES OF THE
MARSHALL PLANNING COMMISSION MEETING
MARCH 13, 2024**

MEMBERS PRESENT: Lee, Pieper, Deutz, Agboola, Stoneberg, Muchlinski, Doom

MEMBERS ABSENT:

OTHERS PRESENT: Jason Anderson, Amanda Schroeder, Ilya Gutman

1. Call to Order.

The meeting was called to order by Chairperson Lee.

2. Approval of the Minutes.

Lee asked for the approval of the minutes of the February 14, 2024, regular meeting of the Marshall Planning Commission. MUCHLINSKI MADE A MOTION, SECOND BY STONEBERG, to approve the minutes as written. ALL VOTED IN FAVOR OF THE MOTION. MOTION PASSED 7:0

3. Conduct a Public Hearing for a Variance Adjustment Permit for a reduced front yard setback at 608 Adobe Road.

Gutman explained this is a request for a 20-foot garage addition that would be constructed on the side of the circle and would end up with their front yard approximately 12 feet if measured to the corner of the new garage. However, the city ordinance requires the yard to be 25 feet . The State Statutes and City Ordinance allow granting variances but requires the request to be reasonable, the request should not change the character of the area and the request should be due to the conditions the own property owner's control. Gutman shared in this case the request is reasonable, it would not change the character of the area, however there is nothing unique about this property. Randy VanLeeuwe 608 Adobe Road, explained the reason they are asking for a variance: because it is too close to the corner of the cul-de-sac and they can't have a garage on the street side. Muchlinski asked why he wanted a bigger garage. Randy explained he has a full size pick up and now it fits too tight. Deutz asked how this would be counted as unique. Randy answered it was unique only in the aspect that it was on a cul-de-sac. Pieper asked where the concrete would be added. Randy stated he did not want to make it squared but have it at an angle. Deutz asked if he spoke with his neighbors. Randy said he heard back from a couple neighbors but has not heard any complaints. Randy shared they were asking for 20 feet, but 14 feet would be an alternative request. Deutz asked if building to the right of the garage was an option. Randy explained that it was not due to only having about 8 feet before hitting that setback. STONEBERG MADE A MOTION, SECOND BY PEIPER, to close the public hearing. All VOTED IN FAVOR. MUCHLINSKI MADE A MOTION, SECOND BY STONEBERG, to recommend denial to the City Council of the request by Randy VanLeeuwe for a Variance Adjustment Permit for a reduced front yard setback. VOTING FOR: LEE, PIEPER, STONEBERG, MUCHLINSKI, DOOM. VOTING AGAINST: DEUTZ. ABSTAINED: AGBOOLA. The motion passed by a vote of 5 to 1.

4. Other Business.

Since there was no other business, A MOTION WAS MADE BY STONEBERG, SECOND BY MUCHLINSKI, to adjourn the meeting. ALL VOTED IN FAVOR. MOTION PASSED 7:0
Chairman Lee declared the meeting adjourned.

Respectfully submitted,
Karla Ellis, Recording Secretary

Meeting Date:	Tuesday, March 26, 2024
Category:	INFORMATION ONLY
Type:	INFO
Subject:	Marshall Capstone Endowment Fund Annual Review
Information:	<p>The Marshall Capstone Endowment Fund was created to preserve the principal contributions of the fund in perpetuity with interest earnings to support city projects determined to enhance the city. The fund can be used for projects that contribute to the betterment of the city and to provide funding for special projects that may not otherwise be determined necessary or available for funding from other revenue sources.</p> <p>The adopted spending policy dedicated funds toward the bond payment for the library, which is scheduled through 2026. The Council has identified other projects throughout the years as appropriate spending of the available funds.</p> <p>Due to contributions toward payment on the library bonds and the market value change, the overall fund is currently at \$1,912,367. The largest impact was in 2022 when the estimated market value decreased by \$157,416 due to increased interest rates (investments held at lower interest rates impact market value). The fund recovering to the dedicated level will heavily rely on the markets in the upcoming months.</p> <p>The charter and policy require review of this fund by the Ways and Means Committee with an update to Council. The Ways and Means Committee met on February 27, 2024.</p>

CITY OF MARSHALL, MINNESOTA
 ENDOWMENT FUND
 12/31/2023

YEAR	INCOME EARNED	MARKET CHANGE	EXPENSES /FEES	TOTAL RETURN	CONTRIBUTIONS	WITHDRAWALS	BEGINNING/ENDING MARKET VALUE
Initial Deposit (9/1/10)					2,007,841.29		2,007,841.29
2010	1,267.37	(73,995.27)	(1,322.51)	(74,050.41)			1,933,790.88
2011	13,007.53	160,801.80	(5,853.54)	167,955.79			2,101,746.67
2012	51,938.75	18,216.62	(5,604.68)	64,550.69		(31,952.00)	2,134,345.36
2013	55,985.21	(93,209.72)	(5,380.94)	(42,605.45)		(44,841.28)	2,046,898.63
2014	53,210.55	38,664.59	(5,328.99)	86,546.15		(37,953.20)	2,095,491.58
2015	53,940.33	(19,537.74)	(4,827.57)	29,575.02		(63,343.17)	2,061,723.43
2016	52,969.03	(6,564.10)	(4,638.76)	41,766.17		(36,834.57)	2,066,655.03
2017	46,978.10	(26,789.14)	(4,570.45)	15,618.51		(36,247.70)	2,046,025.84
2018	56,173.60	(20,657.65)	(4,487.82)	31,028.13		(44,737.81)	2,032,316.16
2019	59,769.91	27,809.03	(4,641.32)	82,937.62		(63,764.34)	2,051,489.44
2020	57,169.97	18,414.11	(4,685.99)	70,898.09		(41,346.44)	2,081,041.09
2021	48,286.04	(57,018.09)	(4,674.05)	(13,406.10)		(39,362.99)	2,028,272.00
2022	43,807.31	(157,416.19)	(4,625.77)	(118,234.65)		(32,708.99)	1,877,328.36
2023	53,145.03	48,547.88	(4,761.79)	96,931.12		(29,386.16)	1,944,873.32
2024	1,672.06	2,514.23	(405.56)	3,780.73		(36,287.43)	1,912,366.62
2025				-			1,912,366.62
	649,320.79	(140,219.64)	(65,809.74)	443,291.41	2,007,841.29	(538,766.08)	1,912,366.62

*In those years that the Market Value is below the \$2,000,000 mark is due to the unrealized loss. This is a loss that won't be recognized as the city holds all investments to maturity. In 2023, the markets recovered but, not enough after the bond payment per spending policy was paid out. The same is for 2024, however, staff expect with current interest rates that the fund will be fully restored to the \$2,000,000.00 per Charter.

CITY OF MARSHALL, MINNESOTA
 ENDOWMENT FUND PROJECT AWARDS
 12/31/2023

YEAR AWARDED	AMOUNT AWARDED	COMPLETE (Y/N)	TITLE	DESCRIPTION
2013	5,500.00	Y	Liberty Park Irrigation	Lawn and Landscaping Irrigation for Mrs. Whitney Statue and Bandshell Area.
2013	1,705.73	Y	Adult Community Center Ipads	Ipads (3) for the adult community center for intergenerational socialization programming and social media for seniors connecting with friends and family.
2013	2,885.00	Y	Sounds of Summer Banners	Banners for Downtown and Liberty Park on display after 4th of July banners for Sounds of Summer
2014	3,001.00	Y	Traveling Vietnam Memorial	Traveling wall on display at Independence Park July 2014
2015	24,431.00	Y	Mobile Stage	Mobile stage to be used throughout the city and also available for rent
2017	12,932.07	Y	Playground Equipment	Liberty Park playground equipment replacement - Firetruck
2018	25,000.00	Y	Lyon County Historical Society	Legacy Grant Matching Funds - City Contribution
2018	30,000.00	N	Veteran Memorial	City Memorial Park, Veteran Memorial (NOT NEEDED DUE TO DONATIONS AMOUNTS)

Subtotal
 \$ 105,454.80



MARSHALL

Permit List - Build/Plumb/HVAC/Sign - For Council

Applicant Name	Location	Description of Work	Valuation	Approved Date
ACE HOME & HARDWARE	508 HARRIETT DR	New Building/House	375000.00	03/19/2024
BUYASSE ROOFING SYSTEMS & SHEET METAL INC	102 MAPLE ST E	Re-Roofing	29980.00	03/20/2024
DRAPER/ROSE M & TODD M/JT	705 2ND ST S	Building Addition	26000.00	03/13/2024
GESKE HOME IMPROVEMENT CO	503 WASHINGTON AVE	Windows	6400.00	03/12/2024
GESKE HOME IMPROVEMENT CO	204 PARK AVE, 204 PARK AVE	Doors, Windows	7200.00	03/12/2024
J MARONDE CONSTRUCTION LLC	306 LEGION FIELD RD	Interior Remodeling - ANY Work Inside, Except Fireplace	11000.00	03/11/2024
Kevin V Goslar	109 PARK AVE	Plumbing - Bathroom remodeling	3950.00	03/15/2024
STERNKE/JOSHUA R & SHERI K	1303 FAIRVIEW ST E, 1303 FAIRVIEW ST E	Building Addition, Doors	44500.00	03/07/2024
Tranquility Herbal Tea and Wellness	240 MAIN ST W	Wall Mounted Sign	500.00	03/18/2024
VERSAEVEL/CHRISTOPHER W/JT	507 ELAINE AVE, 507 ELAINE AVE	Doors, Windows	5000.00	03/11/2024



Upcoming Meetings

March

- 03/26 Legislative and Ordinance Committee, 12:45 PM, City Hall
 - 03/26 Pre-Local Board of Appeals and Equalization Meeting, 4:30 PM, City Hall
 - 03/26 Regular Meeting, 5:30 PM, City Hall
-

April

- 04/09 Regular Meeting, 5:30 PM, City Hall
- 04/15 Local Board of Appeals and Equalization Meeting, 5:30 PM, City Hall
- 04/23 Local Board of Appeals and Equalization Reconvene Meeting, 5:00 PM, City Hall
- 04/23 Regular Meeting, 5:30 PM, City Hall

2024 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 9, 2024
2. January 23, 2024

February

1. February 13, 2024
2. February 27, 2024

March

1. March 12, 2024
2. March 26, 2024

April

1. April 9, 2024
2. April 23, 2024

May

1. May 14, 2024
2. May 28, 2024

June

1. June 11, 2024
2. June 25, 2024

July

1. July 9, 2024
2. July 23, 2024

August

1. Monday, August 12, 2024
2. August 27, 2024

September

1. September 10, 2024
2. September 24, 2024

October

1. October 8, 2024
2. October 22, 2024

November

1. November 12, 2024
2. November 26, 2024

December

1. December 10, 2024
2. December 17, 2024

2023 Uniform Election Dates

- February 13, 2024
- March 05, 2024
- April 09, 2024
- May 14, 2024
- August 13, 2024
- November 05, 2024

204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.

Subdivision 1. School districts; counties; municipalities; special taxing districts. No special taxing district governing body, school board, county board of commissioners, city council, or town board of supervisors shall conduct a meeting between 6:00 p.m. and 8:00 p.m. on the day that an election is held within the boundaries of the special taxing district, school district, county, city, or town. As used in this subdivision, "special taxing district" has the meaning given in section 275.066.