



**CITY OF MARSHALL  
City Council Meeting  
A g e n d a**

**Tuesday, May 11, 2021 at 5:30 PM  
Minnesota Emergency Response and Industrial  
Training (MERIT) Center, 1001 Erie Road**

**NOTICE: Pursuant to Minnesota State Statute 13D.021**

Some or all members of the City Council may participate by telephone or other electronic means. Regular attendance and meeting location are not feasible due to the Coronavirus Disease (COVID-19) pandemic.

**OPENING ITEMS**

1. Call to Order/Pledge of Allegiance
2. Staff Introduction

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

3. Consider approval of the minutes of the regular meeting held on April 27, 2021.

**PUBLIC HEARING**

4. 1107 Slate St. – 1) Public Hearing regarding a home property tax abatement request 2) Consideration of a resolution approving home property tax abatement.
5. 512 Continental St. – 1) Public Hearing regarding a home property tax abatement request 2) Consideration of a resolution approving home property tax abatement.

**AWARD OF BIDS**

6. Project Z80: T.H. 23/Independence Park Sewer Realignment Project - Consider Resolution Accepting Bid (Awarding Contract).

**CONSENT AGENDA**

7. Consider the request of the Marshall Downtown Business Association for Crazy Days (Thursday-July 15, 2021).
8. Sounds of Summer - Call for Public Hearing for Private Use of Public Streets and Parking Lots for Sounds of Summer – August 19-23, 2021.
9. Wastewater Treatment Facilities Improvement Project – 1) Consider Application for Payment No. 22 to Magney Construction, Inc.; 2) Consider Payment of Invoice 0267813 to Bolton & Menk, Inc.
10. Set Public Hearing Date for MS4 Permit Program Summary of the 2020 Activities.
11. Consider approval for an out of State Travel Request .
12. Consider Approval Declaration of Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds.
13. Consider Approval of Resolution Authorizing Transfer of Funds from Fund 101 (General Fund) to Capital Project Fund.
14. Consider approval of a Temporary 3.2 Percent Malt Liquor Licenses for the Marshall Baseball Association.
15. Consider approval of a Temporary On-Sale Intoxicating Liquor License for Knights of Columbus for May 21, 2021.
16. Consider approval of a Temporary On-Sale Intoxicating Liquor License for SMSU Foundation.
17. Consider a LG214 Premises Permit Application for the Marshall Amateur Hockey Association.
18. Consider approval of the bills/project payments

**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.**

**APPROVAL OF ITEMS PULLED FROM CONSENT**

**OLD BUSINESS**

- [19.](#) Adoption of Ordinance amendments related to placement shipping containers within the City and other minor miscellaneous Ordinance revisions.

**NEW BUSINESS**

- [20.](#) Consider Joint Funding Agreement with US Geological Survey (USGS) for Redwood River Gaging Station near Marshall, Minnesota.
- [21.](#) Consider Sub-Lease of FBO Agreement at the Airport.
- [22.](#) Consider Resolution Awarding the Sale of General Obligation Bonds, Series 2021A.
- [23.](#) Consider Resolution Awarding the Sale of General Obligation Bonds, Series 2021B.
- [24.](#) Approve Amendment to Agreement to Deferred Special Assessment. Pay Water Assessment, \$8,469.77. Continue Deferral of Sanitary Sewer Assessment, \$8,821.19.
- [25.](#) Consider Resolution Authorizing Execution of MnDOT Detour Agreement No. 1045776 for TH 59 Resurfacing Project (S.P. 4208-60).
- [26.](#) Consider Resolution Authorizing Execution of MnDOT Grant Agreement No. 1046769 for Federal Airport Expenses Reimbursement under the CRRSAA.
- [27.](#) Approve Service Agreement for Concessionaire at Amateur Sports Complex.
- [28.](#) Call for a Public Hearing Regarding Proposed Property Tax Abatement at 309 Brussels Ct.

**COUNCIL REPORTS**

- [29.](#) Commission/Board Liaison Reports
30. Councilmember Individual Items

**STAFF REPORTS**

- [31.](#) City Administrator
32. Director of Public Works
33. City Attorney

**ADMINISTRATIVE REPORTS**

- [34.](#) Administrative Brief

**INFORMATION ONLY**

- [35.](#) Information Only

**MEETINGS**

- [36.](#) Upcoming Meetings

**ADJOURN**

# RULES OF CONDUCT

- You may follow the meeting online – [www.ci.marshall.mn.us](http://www.ci.marshall.mn.us).
- Public Hearing – the general public shall have the opportunity to address the Council.
  - Approach the front podium
  - State you name, address and interest on the subject
- Mayor may choose to allow others to address the Council during other agenda items. Persons who desire to speak should do so only after being recognized by the Mayor.
  - Approach the front podium
  - State you name, address and interest on the subject
- Persons in attendance at the meeting should refrain from loud discussions among themselves, clapping, whistling or any other actions. Our values include mutual respect and civility for all in attendance.
- If you have questions during the Council meeting please see Kyle Box, City Clerk who sits in the front left area of the audience sitting area.



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 11, 2021
<b>Category:</b>	OPENING ITEMS
<b>Type:</b>	INFO
<b>Subject:</b>	Staff Introduction
<b>Background Information:</b>	Introduction of Community Services Administrative Assistant, Amy Acquard.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 11, 2021
<b>Category:</b>	APPROVAL OF MINUTES
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of the minutes of the regular meeting held on April 27, 2021.
<b>Background Information:</b>	Enclosed are the minutes of the regular meeting held on April 27, 2021.
<b>Fiscal Impact:</b>	None
<b>Alternative/ Variations:</b>	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk Kyle Box, prior to the meeting.
<b>Recommendations:</b>	that the minutes of the regular meeting held on April 27, 2021 be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL  
CITY COUNCIL MEETING  
M I N U T E S  
Tuesday, April 27, 2021**

The regular meeting of the Common Council of the City of Marshall was held April 27, 2021, at the Minnesota Emergency Response and Industrial Training (MERIT) Center, 1001 West Erie Road. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steve Meister (6:34 P.M.) , Don Edblom, John DeCramer, Russ Labat and James Lozinski. Absent: None. Staff present included: Sharon Hanson, City Administrator; Dennis Simpson, City Attorney; Jason Anderson, Director of Public Works/ City Engineer; Annette Storm, Director of Administrative Services; Director; Scott VanDerMillen, Director of Community Services; David Schelkoph, Marshall Municipal Utilities General Manager; Preston Stensrud, Parks Superintendent; Ilya Gutman, Plan Examiner/ Assistant Zoning Administrator; Lauren Deutz, Economic Development Director and Kyle Box, City Clerk.

The Pledge of Allegiance was recited at this time.

There was a consensus to operate under the current agenda.

**Consider approval of the minutes of the regular meeting held on April 13, 2021.**

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer that the minutes of the regular meeting held on April 13, 2021 be approved as filed with each member and that the reading of the same be waived. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

**Consider Approval to Move Dwelling to Residential District at 416 Brussels Court**

The house to be moved to 416 Brussels Court is currently located just outside of town. It is a one-story ranch type house over a walk out basement, approximately 1,600 S.F. in footprint area, built in early 1970's. This house was inspected by Kurtis VanKeulen, Building Inspector, and found to be in good condition suitable for moving. The plan is to set this house on a newly built basement at a new location and to add a two-car garage; at that time, the entire house will be brought up to the new Building Code. The site at Brussels Court seems to be adequate.

The residential area where this house will be moved in has a covenant agreement, but this house seems to be generally in compliance with it. There are no other houses in the immediate vicinity of the proposed relocation lot, and just a few dwellings in that general area, all built within the last 15 years. They are ranch and split types and mostly have slightly smaller footprints (without garages). According to the City Ordinance, the aesthetics, i.e., how the house fits into the locale to which it is being moved, is the main concern for the Council and a deciding factor for approval. The approval should be granted in case it is determined that the house does fit into the area. Since the issue for the Council is about appearance, staff does not render an opinion.

Ordinance Sections 18-56 through 18-62 outline moving-in-town procedures.

At the April 13, 2021, meeting, the City Council called for a Public Hearing to be held on April 27, 2021, regarding this application.

Ilya Gutman, Plan Examiner/ Assistant Zoning Administrator provided the background information on the agenda item.

Councilmember DeCramer commented that this request came before the EDA regarding the lot the house is being placed on.

Councilmember Lozinski asked if the house would have a new roof, siding, windows to fit into the neighborhood. It was confirmed by the applicant that those items will happen.

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer to close the public hearing. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Motion made by Councilmember Schafer, Seconded by Councilmember Labat that the council approve the move of a dwelling to residential district at 416 Brussels Ct. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

**Public Hearing and Adoption of Ordinance amendments related to placement shipping containers within the City and other minor miscellaneous Ordinance revisions.**

Last month, the City received an application for a variance to install a shipping container for the use as a permanent storage. The Ordinance prohibits using shipping containers as accessory buildings (Sec. 86-163 (10) or permanent storages (Sec. 86-248 (f) in Business and Residential zoning districts but permits them in Industrial districts. The State Statutes and the City Ordinance require the presence of Statute defined “practical difficulties” for the variance to be granted. These practical difficulties were absent in this case and the Council denied the request.

Provisions prohibiting shipping containers was added to the City Ordinance in 2013 as a part of multiple revisions to the Performance Standards. This provision was triggered in part at that time by a bright green shipping container installed at Sara Circle next to the house and ensuing complaint. It was determined that shipping containers do not meet building codes and do not fit into the typical city environment, which may lead to a reduction in surrounding properties’ values. Provisions prohibiting shipping containers were not controversial at that time and it was hardly discussed at the meetings, even though the changes went through the Planning Commission, Legislative and Ordinance Committee, and the City Council, some of them several times.

In light of the latest request for a variance to install a shipping container as a permanent storage, the Council requested City staff do some research. It was brought up that there are many shipping containers placed around the City for storage use with no granted variances or even variance requests. After thorough review, staff have determined that the majority of the containers are located at Wal-Mart and at Action Sports site at Canoga Park Drive. Based on conversations with the Wal-Mart manager, most of their containers are temporary storage used during their recent construction project and will be removed shortly; this use is permitted by the Ordinance. We received complaints about the containers on Canoga Park Drive in the summer of 2020 and the owner is planning to remove them shortly. This leaves just a few containers scatters around town that are installed in violation of the current Ordinance.

In researching other cities, it was determined that most do not have any regulations of shipping containers, which doesn’t mean they do not contemplate having some. Those which do have regulations, prohibit them in all residential areas but allow in some shape or form in commercial areas, mostly by a conditional use permit.

At the Legislation and Ordinance Committee meeting on March 1, 2021, staff presented some information from its research, such as the history and extent of the problem, approach that is used in other cities, and possible solutions, which were discussed at length. The Committee made some recommendations and asked staff to revise relevant Ordinances sections. The proposed changes as presented will allow installing a single shipping container in a B-3 General Business district with a conditional use permit. Such containers will still be prohibited in residential districts and other business districts but will remain permitted in industrial districts. Proposed standard conditions limit placement location within a site, specify screening requirements, and regulate exterior look of the containers; additional conditions may always be added as well. Adopting this Ordinance change will still leave some existing containers in the city not in compliance. At the last City Council meeting, a discussion about screening requirements for containers took place. The proposed Ordinance requires that containers are located in such a manner that they are not visible from public streets, public parks, and residential districts, i.e., areas on which they may have the greatest negative effect. The Ordinance gives an applicant significant flexibility in complying with this requirement, as the desired result may be achieved by locating containers behind existing objects, such as buildings or other barriers, including natural ones, placing them farther than 500 feet from those areas, or building a new screen, such as a living fence. Installed containers must still be in good shape because they may be visible from adjacent business district lots.

In addition to two sections revised in conjunction with the shipping containers, staff is presenting minor changes to three other Ordinance sections, which were made in staff's continued efforts to improve the City Ordinance by making it more straightforward and less subject to interpretation and reducing the number of situations which require variances wherever possible.

At its meeting on March 18, 2021, Legislative and Ordinance Committee voted to recommend an approval of proposed ordinance amendments to the city council as recommend by staff. At the March 24, 2021, special Planning Commission meeting, Muchlinski made a motion, seconded by Lee to recommend an approval of proposed ordinance amendments to the city council as recommend by staff. All voted in favor of the motion. The Ordinance Amendments related to placement shipping containers within the City and other minor miscellaneous Ordinance revisions was introduced at the April 13, 2021, City Council meeting.

Ilya Gutman, Plan Examiner/ Assistant Zoning Administrator provided the background information on the agenda item.

Councilmember Lozinski ask if a conditional use permit is appropriate for this ordinance change and suggested an interim use permit be used instead.

There was continued discussion by Council and staff on using an interim use permit vs. a conditional use permit.

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer to close the public hearing. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Motion made by Councilmember DeCramer, Seconded by Councilmember Edblom that the Council adopt Ordinance No. 21-002, Amending Section 86-248 Outside storage to allow shipping containers' use as a storage as a conditional use permit in a B-3 general business district and also multiple minor revisions to

Sections 86-161 Height modifications, 86-162 Yard modifications, 86-163 Accessory buildings, and 86- 164 Accessory equipment. The motion **Failed. 3-3**

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski that the Council adopt Ordinance No. 21-002, Amending Section 86-248 Outside storage to allow shipping containers' use as a storage as a conditional use permit in a B-3 general business district with four additional modifications.

1. The requirement to screen the shipping container language to be replaced with "may"
2. That shipping container square footage shall be limited to 340 square feet
3. That shipping containers are painted & maintained with reasonable color.
4. That shipping containers require property owners to apply for an interim use permit for the use of a shipping container on their property. The interim use permit will expire with the sale of the property.

In addition to multiple minor revisions to Sections 86-161 Height modifications, 86-162 Yard modifications, 86-163 Accessory buildings, and 86- 164 Accessory equipment. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Edblom, Councilmember DeCramer, Councilmember Lozinski, Voting Nay: Councilmember Labat. The motion **Passed. 5-1**

**905 Elizabeth St. – 1) Public Hearing regarding a home property tax abatement request 2) Consideration of a resolution approving home property tax abatement.**

On April 13, 2021 a public hearing was called for and to be held on April 27, 2021 regarding a home property tax abatement request. Per M.S 469.1813 sub 5 The governing body of the political subdivision may approve an abatement under sections 469.1812 to 469.1815 only after holding a public hearing on the abatement. The property is located at 905 Elizabeth St. with an estimated market value of \$319,200 with the difference of improvement being \$256,300.

Motion made by Councilmember Labat, Seconded by Councilmember Schafer to close the public hearing. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Motion made by Councilmember Labat, Seconded by Councilmember DeCramer to approve the resolution approving home property tax abatement. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

**Rehkamp-Horvath Funeral Home: 1) Public Hearing regarding a business tax abatement request. 2) Consideration of a resolution approving business tax abatement.**

On April 13, 2021 a public hearing was called for and to be held on April 27, 2021 regarding a home property tax abatement request. Per M.S 469.1813 sub 5 The governing body of the political subdivision may approve an abatement under sections 469.1812 to 469.1815 only after holding a public hearing on the abatement. The property is located at 404 West Lyon St.

Director of Economic Development Lauren Deutz provided the background information on the agenda item.

Councilmember Labat asked a clarifying question regarding when the abatement would be reimbursed. The abatement would begin to take effect in 2023.

Motion made by Councilmember Schafer, Seconded by Councilmember Labat to close the public hearing. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Edblom, Councilmember DeCramer,

Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Motion made by Councilmember Schafer, Seconded by Councilmember Labat to approve the resolution approving the business tax abatement. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

**Consider Approval of the Consent Agenda**

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer to approve the consent agenda. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Approval for a Transient Merchant License for TNT Fireworks.

Call for a Public Hearing Regarding Proposed Property Tax Abatement at 1107 Slate St.

Approval of the 2021-22 Township Fire Contracts.

Approval of Payment to Fran’s Communication for the low voltage wire work at City Hall

Approval of the Wastewater Treatment Facilities Improvement Project – Consider Payment of Invoice 0266366 to Bolton & Menk, Inc.

Approval of a Maintenance Agreement with Neo Electrical Solutions for MALSR at Airport.

Approval of the bills/project payments

**Consider approval of Recommendation for Marshall Aquatic Center Design, Architecture and Engineering Services.**

On January 26, 2021 Council approved a Request for Proposal (RFP) process to provide Design, Architectural and Engineering services for the Marshall Aquatic Center. The RFP was issued on January 29, 2021 and the deadline for submissions was March 4, 2021. A total of thirteen (13) proposals were received.

On February 9, 2021 Council approved the establishment of a Marshall Aquatic Center (MAC) RFP Selection and Construction Committee. A 10-member committee began reviewing the thirteen proposals in mid-March. Councilmen Lozinski and Meister were a part of this committee and may be able to provide input on the review process.

At this time, only the names of the responders are considered public data; all other data in the proposals received by the City are classified as private or non-public data until the City has completed negotiations with the selected vendor. (Reference MN Statute 13.591 subd. 3(b). Proposals were received from:

- |  |                                  |
|--|----------------------------------|
| 1) 292 Design Group                    | 8) Shelter Architecture LLC      |
| 2) ADCI Professional Corporation, S.C. | 9) Short Elliott Hendrickson     |
| 3) Brunton Architects & Engineers      | 10) Stockwell Engineers, Inc.    |
| 4) Burbach Aquatics, Inc.              | 11) Waters Edge Aquatic Design   |
| 5) Collaborative DesignGroup, Inc.     | 12) Widseth                      |
| 6) Hay}Dobbs                           | 13) Williams Architects/Aquatics |
| 7) ICON Architectural Group            |                                  |

Committee Recommendation: On 04/20/2021, the MAC RFP Selection Committee finalized review of proposals, reference checks and site visits. recommended proceeding with Stockwell Engineers, Inc. to provide Design, Architectural & Engineering Services for the Marshall Aquatic Center.

Jon Brown, Company President and David Locke, Landscape Architect/Partner from Stockwell Engineers, Inc., will be available to make a brief presentation to Council and respond to questions. Scott VanDerMillen, Director of Community Services, will present the item and Preston Stensrud, Parks Superintendent will be available for discussion related to the review process. Staff welcomes any question(s) or discussion in advance of the Tuesday meeting.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski Pending City Attorney review of Agreement for Professional Services, approve the proposal submitted from Stockwell Engineers, Inc., for Phase I of Design, Architecture and Engineering Services for the Marshall Aquatic Center. Aquatic Center RFP Selection and Construction Committee supports this recommendation. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Edblom, Councilmember DeCramer, Councilmember Lozinski. Voting Nay: Councilmember Labat. The motion **Passed. 5-1**

At 6:34 P.M. Councilmember Meister joined the meeting.

#### **Water Treatment Plant Softening Enhancement Project Update.**

The Marshall Municipal Utilities (MMU) Water Treatment Plant (WTP) Softening Enhancement Project that began in Fall of 2019 is nearing completion. The major driver of the WTP Enhanced Softening project is the upcoming Minnesota Pollution Control Agency (MPCA) chloride (salt) limitation for our City of Marshall Wastewater Treatment Facility (WWTF). In 2024, the City WWTF will be required to reduce our discharge of chlorides (salt) into the Redwood River. Since chlorides cannot be removed through conventional mechanical wastewater treatment systems, the City of Marshall and MMU worked together to study various options to reach the required chloride reductions. Following analysis, it was determined that upgrading MMU's WTP to produce a softer water was the most efficient method to attain compliance with the required limits set by the MPCA.

The MMU Water Treatment Plant project is a \$11,585,492 project that was a collaborative project between MMU and the City of Marshall that was made possible by a \$7,000,000 Point Source Implementation Grant (PSIG). The City of Marshall Wastewater Department's contribution to the project is capped at \$2,555,953 through the City/MMU Cooperative Agreement.

With the project nearing completion, the next step is to inform the public about the softer water that will be delivered and to understand our process going forward to monitor for reductions in chlorides in the waste stream as adjustments are made. Included with this memorandum is a public notice that the City and MMU intend to deliver to all utility customers via next month's utility billing. The notice indicates that following June 1, 2021, all water customers must adjust their softener units to reflect an incoming water hardness of eight (8) grains. The water delivered prior was delivered at thirty-five (35) grains hardness, and we need softener adjustments for the customer to save money on salt and for the city to meet its upcoming chlorides restriction.

The message will not be a singular message. City and MMU staff intend to deliver the message to our utility customers continually over a period of many months. We believe that repetition of notice and variety of notice locations will be important in conveying the benefits of the softer water and the necessity for softener adjustments to our public. We intend to utilize utility billing stuffers, city/MMU social media, newspaper, radio, and the city website. Further, Wastewater Department staff will be meeting with our major industrial customers to ensure that they are well informed.

It is the belief of City and MMU staff that our efforts of educating our public and the benefit of saving money on salt use will be enough to bring our chloride discharge into compliance. Over the course of the next year our Wastewater

Department will continually monitor chloride levels and keep our team informed on progress. We have until 2024 to come into compliance, and we believe that this is enough time to encourage softener adjustments and monitor for changes. If we need to discuss further methods of reaching compliance, we believe this can be done at a later date.

Costs to create and mail notices and otherwise educate our public. We anticipate the Wastewater Department will incur direct costs of roughly \$7,500 to educate our public. Other costs relate to staffing and wastewater sampling and testing.

**Project Z52 / S.P. #139-090-005: United Community Action Partnership (UCAP) Transit ADA Bus Access Project - Final Acceptance and Closeout of Project.**

The contract includes installation of three bus shelters and associated sidewalk, roadway, and lighting improvements. The bus stops are located on Birch Avenue, North 4th Street, and South 4th Street.

The City is in receipt of the following documents for closeout of the above referenced project.

- Final Pay Request- which results in a negative amount due of (\$1,514.05). The negative amount due was the result of measurement issues that resulted in overpayment to the contractor. This amount has been received by the City of Marshall via check from the contractor.
- Contractor Certificate of Final Acceptance - IC-134 Form
- Withholding Affidavit for Contractors

Motion made by Councilmember DeCramer, Seconded by Councilmember Labat that the Council approve Final Acceptance and Closeout of Project Z52 / S.P. #139-090-005. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

**Consider the annual adoption of a Resolution Declaring the Sounds of Summer as a Community Festival.**

Sounds of Summer Committee has submitted a letter requesting that the City declare “The Sounds of Summer” celebration as a Community Festival. The Sounds of Summer is scheduled for Thursday, August 19, 2020 through Sunday, August 22, 2021.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to adopt a resolution declaring the Sounds of Summer as a Community Festival. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Lozinski. Voting Abstaining: Councilmember Labat. The motion **Passed. 6-0-1**

**Call for a Public Hearing Regarding Proposed Property Tax Abatement at 512 Continental Street.**

Per M.S 469.1813 sub 5 The governing body of the political subdivision may approve an abatement under sections 469.1812 to 469.1815 only after holding a public hearing on the abatement.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to call for a public hearing. Voting Yea: Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. Voting Abstaining: Mayor Byrnes. The motion **Passed. 6-0-1**

**Consider Appointments to the Various Boards, Commissions, Bureaus and Authorities.**

Mayor Byrnes made the follow nominations:

Adult Community Center Commission, Jim Tate to an unexpired term to expire on 5/31/23  
Airport Commission, Ron Halgerson to an unexpired term to expire on 5/31/24  
Policy Advisory Board, Dana Larsen, to an unexpired term to expire on 5/31/24

Motion made by Councilmember Schafer, Seconded by Councilmember Edblom to approve the nominations to various boards and commissions. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

**Commission/Board Liaison Reports**

Byrnes Southwest Regional Development Commission met and approved two funding requests.

Schafer No Report

Meister No Report

Edblom No Report

DeCramer Marshall Municipal Utilities met and reviewed the 2020 Audit.

Economic Development Authority met to discuss the sale of a lot.

Labat Adult Community Center met for the first meeting since the beginning of COVID.

Convention and Visitors Bureau met and commended the community members and Ice Dogs. Hotels are having a better month but still have some difficulties staffing positions.

Marshall Community Transit met and discussed some difficulty licensing drivers, bus shelters and a reviewed a report on ridership over the last few months.

Lozinski City Hall Committee met and are expecting an additional change order to come forward in the next few weeks.

**Councilmember Individual Items**

Councilmember Meister reminded that everyone 16 years of age or older are eligible to receive their COVID 19 vaccine.

Councilmember Labat commented on the condition of an alley way between 5<sup>th</sup> and 6<sup>th</sup> street. Member Labat also asked for an update with the MAHA Agreement. City Attorney Dennis Simpson Commented that there is no update at this time regarding MAHA.

Mayor Byrnes discussed that he would be delivering the State of the City Address on April 28, 2021. Byrnes also discussed Trey Lance Day and the community should be proud of Trey’s accomplishments.

**City Administrator**

City Administrator Sharon Hanson provided a brief update on the progress of city hall and moving staff into the building after all life and safety issues have been addressed. Administrator Hanson commented on the

continued work for the State of the City Address. Administrator Hanson introduced Director of Administrator Services Annette Storm to discuss and brief update on the 2020 audit status.

**Director of Public Works**

Director of Public Works/ City Engineer Jason Anderson provided an update on construction projects happening throughout the city.

Director Anderson commented that he has been in contact and reviewing the alley way brought up by Councilmember Labat.

**City Attorney**

City Attorney Dennis Simpson provided an update on construction review contracts, various City agreements and the sale of an EDA lot.

**Information Only**

There were no questions on the information items.

**Upcoming Meetings**

There were no questions on the upcoming meetings.

**Adjourn**

Motion made by Councilmember Schafer, Seconded by Councilmember Edblom to adjourn. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

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Mayor

Attest:

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City Clerk

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, April 27, 2021																								
<b>Category:</b>	PUBLIC HEARING																								
<b>Type:</b>	ACTION																								
<b>Subject:</b>	1107 Slate St. – 1) Public Hearing regarding a home property tax abatement request 2) Consideration of a resolution approving home property tax abatement.																								
<b>Background Information:</b>	<p>On April 27, 2021 a public hearing was called for and to be held on May 11, 2021 regarding a home property tax abatement request. Per M.S 469.1813 sub 5 The governing body of the political subdivision may approve an abatement under sections 469.1812 to 469.1815 only after holding a public hearing on the abatement. The property is located at 1107 Slate St. with an estimated market value of \$245,400 with the difference of improvement being \$210,400.</p> <table border="1" data-bbox="371 903 1479 1375"> <thead> <tr> <th colspan="4">HOMESTEAD TAX RATE</th> </tr> <tr> <th>2021 prebuild raw land value</th> <th></th> <th>2021 post build total value</th> <th>Difference of improvement</th> </tr> </thead> <tbody> <tr> <td>35,000</td> <td>\$</td> <td>245,400.00</td> <td>\$ 210,400.00</td> </tr> <tr> <td>taxes @ 2021 rates</td> <td></td> <td>taxes @ 2021 rates</td> <td></td> </tr> <tr> <td>\$ 125.00</td> <td></td> <td>\$ 1,372.00</td> <td>\$ <b>1,247.00</b></td> </tr> <tr> <td colspan="4" style="text-align: center;"><i>city portion only</i></td> </tr> </tbody> </table>	HOMESTEAD TAX RATE				2021 prebuild raw land value		2021 post build total value	Difference of improvement	35,000	\$	245,400.00	\$ 210,400.00	taxes @ 2021 rates		taxes @ 2021 rates		\$ 125.00		\$ 1,372.00	\$ <b>1,247.00</b>	<i>city portion only</i>			
HOMESTEAD TAX RATE																									
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\$ 125.00		\$ 1,372.00	\$ <b>1,247.00</b>																						
<i>city portion only</i>																									
<b>Fiscal Impact:</b>	The approximate amount of assistance is \$1,247 a year or \$2,494 over a maximum period of 2 years as a Homestead.																								
<b>Alternative/ Variations:</b>	None Recommended.																								
<b>Recommendations:</b>	Recommendation #1- To Close the Public Hearing Recommendation #2- To approve the resolution approving home property tax abatement																								

Resolution Number 21-035

RESOLUTION RELATING TO A TAX ABATEMENT ON PROPERTY BY ZACHARY BLOMME; GRANTING THE ABATEMENT

BE IT RESOLVED by the Common Council of the City of Marshall, Minnesota, as follows:

Section 1. AUTHORIZATION AND RECITALS.

- 1.01. The City, pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the "Act"), is authorized to grant an abatement of the property taxes imposed by the County on a parcel of property (Property Tax Abatement) if certain conditions are met, through the adoption of a resolution specifying the terms of the abatement.
- 1.02. The City has adopted the City of Marshall Tax Abatement Policy which further stipulates requirements before an abatement of taxes will be granted for residential development.
- 1.03. ZACHARY BLOMME; have applied for a Home Tax Abatement pursuant to the City's Home Tax Abatement Policy on property legally described as: Parcel ID: 27-826025-0, 1107 Slate St., Marshall, MN 56258.
- 1.04. Pursuant to the Act, this Common Council on May 11, 2021, conducted a public hearing on the desirability of granting the abatement. Notice of the public hearing was duly published as required by law in the Marshall Independent, the official newspaper of the City.

Section 2. FINDINGS. On the basis of information compiled by the City and elicited at the public hearing referred to in Section 1.04, it is hereby found, determined and declared:

- 2.01. There is a need for new development on the Property to increase the tax base of the City and to improve the general economy of the state.
- 2.02. The granting of the proposed abatement is in the public interest because it will increase or preserve the tax base of the City.
- 2.03. The Property is not located in a tax increment financing district.
- 2.04. The granting of the proposed abatement will not cause the aggregate amount of abatements granted by the City under the Act to exceed the greater of ten percent (10.00%) of the County's current property tax levy, or \$200,000.

2.05. It is in the best interests of the City to grant the tax abatement authorized in this Resolution.

Section 3. GRANTING OF TAX ABATMENT

3.01. A property tax abatement (the “Abatement”) is hereby granted in respect of property taxes levied by the City on the Property for two (2) years, commencing with taxes payable for the assessed value related to the capital improvements outlined in 1.03.

3.02. The City shall provide the awarded abatement payment following payment of due real estate taxes annually. One single payment shall be made to the owner of record by December 30<sup>th</sup> of that calendar year.

3.03 The tax abatement shall be for the residential capital improvements only. Land values and the current base value are not eligible and will not be abated.

3.04 The tax abatement period will commence with receipt of the Certificate of Occupancy, or not more than one year following approval of the taxing authority’s resolution, whichever is first.

3.05. The Abatement may be modified or terminated at any time by the Common Council in accordance with the Act.

Passed by the Common Council of the City of Marshall, this 11<sup>th</sup> day of May, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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

To: City of Marshall

In regards to the City of Marshall Tax abatement for new construction of single family homes, please accept our application for our new proposed home located at 1107 Slate St. Marshall, MN 56258. We appreciate your time and the opportunity to apply for this tax abatement program so that we can better afford to build in our community. This opportunity definitely played a role when considering the building of our new home in our home town of Marshall where we were both born and raised.

Thank you,

Zachary & Jenessa Blomme

**Application Review and Approval Process** shall be followed as specified in Tax Abatement Policy as specified herein.

**Property Information:**

Location: 1107 Slate St. Access Road: \_\_\_\_\_  
Section: \_\_\_\_\_ Township: Lake Marshall Range: \_\_\_\_\_ Property Identification Number: 27-826025-0  
Legal Description: Lot-008 BLK-002 Stonebridge estates, Lyon county, Minnesota  
(attach if needed)  
Parcel Width: 109 (feet) Length: 135 (feet) Acres: \_\_\_\_\_

**Applicant Information:**

Applicant Name: Zachary Blomme Phone: 530-6580 (h) \_\_\_\_\_ (w)  
Mailing Address: 2971 US Hwy 59 Marshall, MN 56258  
Applicant Signature: [Signature]

**Owner Information:**

Owner Name: Zachary Blomme Phone: 530-6580 (h) \_\_\_\_\_ (w)  
Mailing Address: 2971 US Hwy 59 Marshall, MN 56258  
Owner Signature: [Signature]  
Contractors or Contract for Deed Holders – owner must sign the application.

**Company Information:**

Owner Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Location: \_\_\_\_\_  
Type of Company: \_\_\_\_\_ Service Provided: \_\_\_\_\_

Please attach the following documentation:

- Map or site plan, prepared by an architect or engineer, showing the boundaries of the proposed development, the size and location of the building(s) and parking areas.
- Written narrative describing the project, the size and type of building(s), business type and use, traffic information (parking capacity, vehicle counts, traffic flow, pedestrian facilities), project timing, and estimated market value.
- A statement identifying the public benefits of the proposal, including estimated increase in property valuation, and other community benefits.
- Statement showing the private investment and any public investment dollars for the project
- Financial information including past performance and pro forma future projections for the project.
- Application Fee (please see City of Marshall Fee Schedule for current fee amount).
- Other information as requested.

**Return Completed Applications to:**  
City Clerk  
City of Marshall  
344 West Main St.  
Marshall, MN 56258



MARSHALL

CITY OF MARSHALL
344 WEST MAIN
MARSHALL, MN 56258-1313
(507) 537-6773 FAX: (507) 537-6830



DATE ISSUED:04/01/2021

BUILDING PERMIT

PERMIT NUMBER : 2021-00090
ADDRESS : 1107 SLATE ST
PIN : 27-826025-0
LEGAL DESC : STONEBRIDGE ESTATES PLAT
PERMIT TYPE : BUILDING
PROPERTY TYPE : SINGLE FAMILY
CONSTRUCTION TYPE : NEW BUILDING
VALUATION : \$ 300,000.00
NOTE: NEW BUILDING

APPLICANT

BLOMME, ZACHARY T & JENESSA A
112 GEORGE ST
MARSHALL, MN 56258-0000

OWNER

BLOMME, ZACHARY T & JENESSA A
112 GEORGE ST
MARSHALL, MN 56258-0000

AGREEMENT

All provisions of law and ordinances governing this type of work shall be complied with whether specified herein or not. Separate application must be secured for plumbing work and all electrical work must be inspected by the State Electrical Inspector.

No work shall begin until the Building Permit is signed and issued by the Building Official.

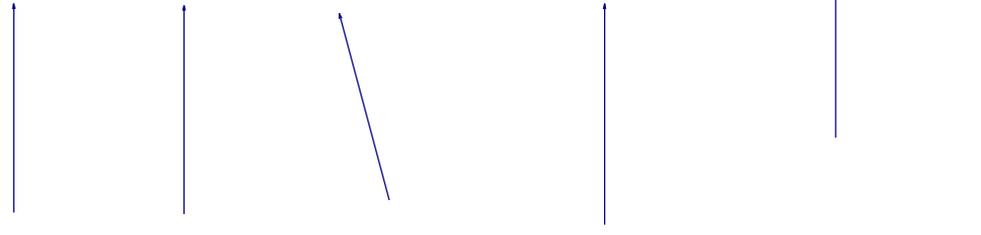
Table with permit fees: PERMIT FEE (1,883.25), PLAN REVIEW RESIDENTIAL (659.14), STATE SURCHARGE BLDG VAL (150.00), TOTAL (2,692.39), CREDIT CARD (2,692.39)

PERMIT: In consideration of the statements and representations made in the above application filed with the Office of the City Engineer, Marshall, Minnesota, this Permit is hereby granted to the applicant. This Permit is granted upon the expressed conditions that said owner and his agents, workmen and employees shall comply in all respects with the ordinances and regulations of the City of Marshall and the State of Minnesota. The granting of a permit does not give authority to violate any provisions of State or Local Law regulating building. Not all deficiencies in documents may have been addressed and/or noted and that shall not be construed as an approval of such code deficiencies. Review for code compliance will continue during inspections as construction progresses. This Permit expires if work is not commenced within 180 days or if work is suspended for 180 days.

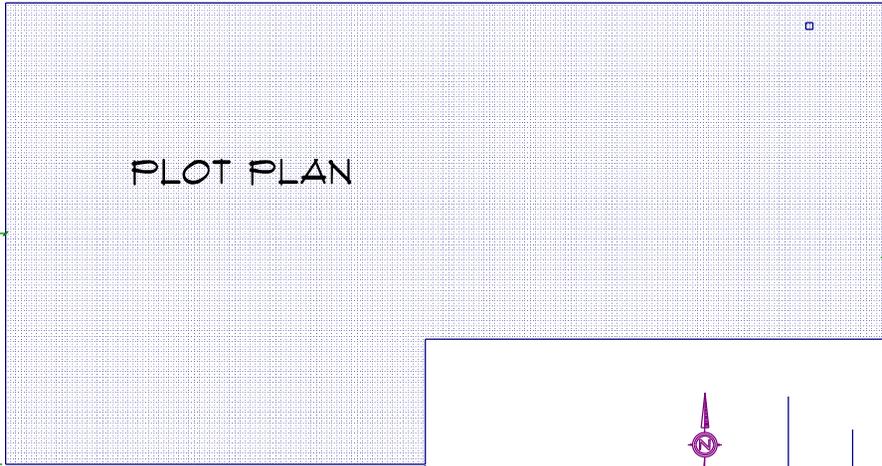
Handwritten signature of Building Official

4-1-21
Date

STOCK PILE



PLOT PLAN



135'-0"

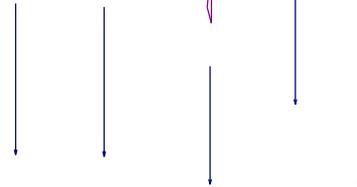
17'-3"

7'-6"



25'-0"

CONCRETE DRIVEWAY



BUFFER STRIP

BUFFER STRIP

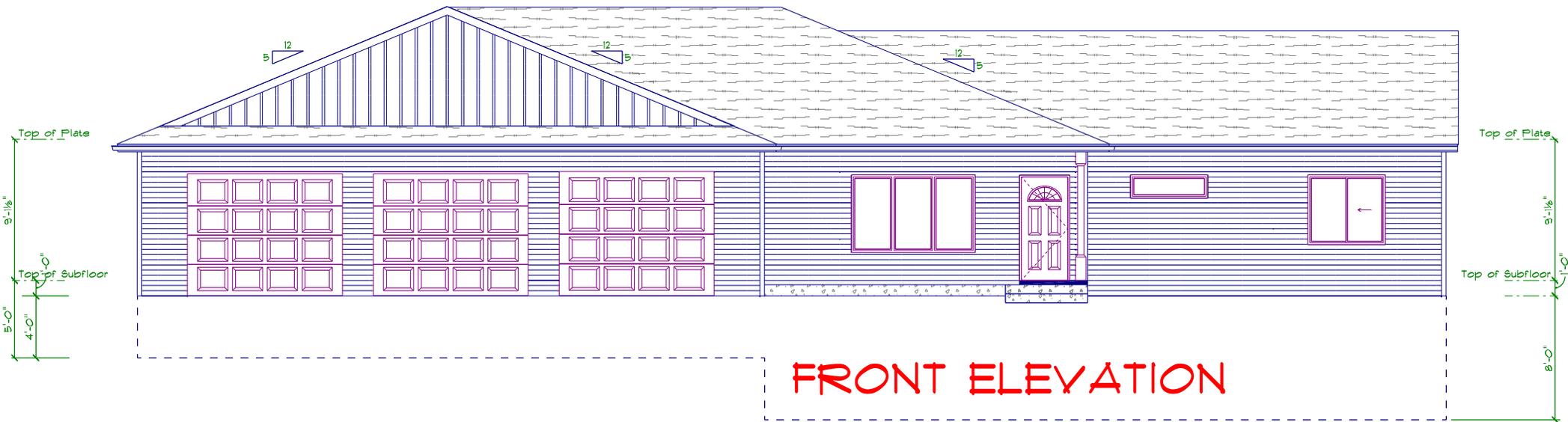
BUFFER STRIP

INLET PROTECTION DURING CONSTRUCTION

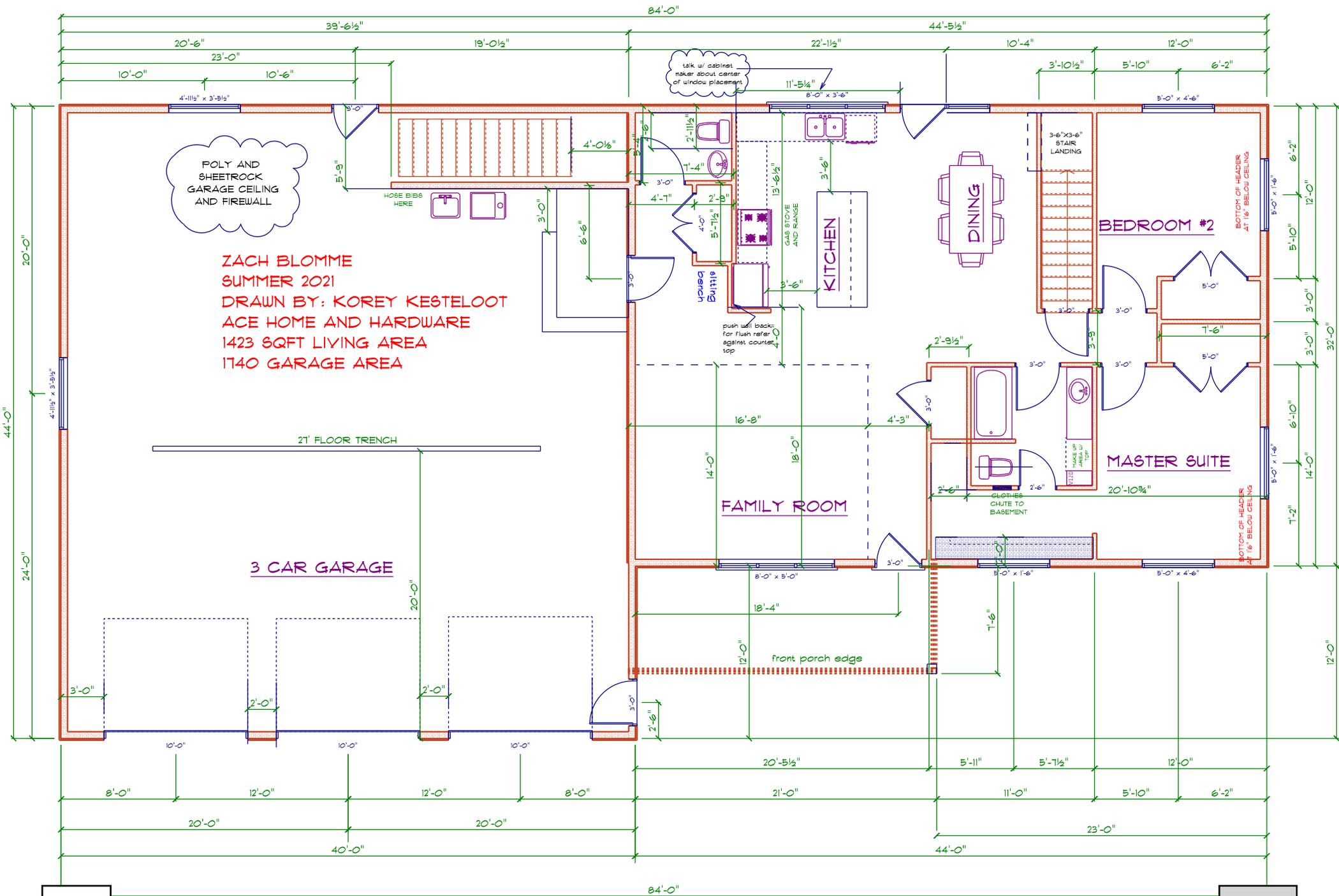
SLATE STREET

INLET PROTECTION DURING CONSTRUCTION

103'-0"



FRONT ELEVATION



POLY AND SHEETROCK GARAGE CEILING AND FIREWALL

ZACH BLOMME  
 SUMMER 2021  
 DRAWN BY: KOREY KESTELOOT  
 ACE HOME AND HARDWARE  
 1423 SQFT LIVING AREA  
 1740 GARAGE AREA

talk w/ cabinet maker about center of window placement

DINING

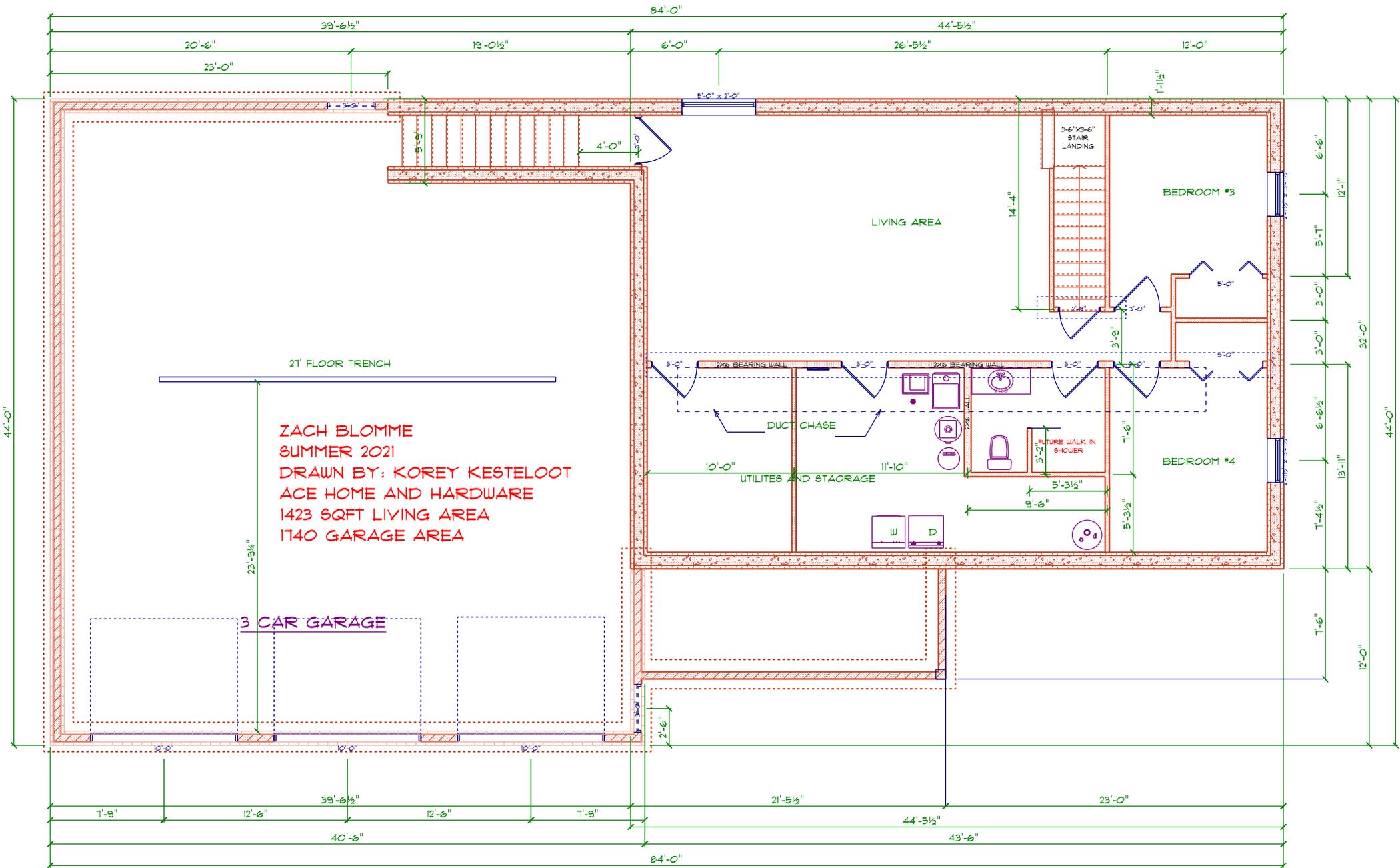
KITCHEN

BEDROOM #2

FAMILY ROOM

MASTER SUITE

3 CAR GARAGE



ZACH BLOMME  
 SUMMER 2021  
 DRAWN BY: KOREY KESTELOOT  
 ACE HOME AND HARDWARE  
 1423 SQFT LIVING AREA  
 1740 GARAGE AREA

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, April 27, 2021																																								
<b>Category:</b>	PUBLIC HEARING																																								
<b>Type:</b>	ACTION																																								
<b>Subject:</b>	512 Continental St. – 1) Public Hearing regarding a home property tax abatement request 2) Consideration of a resolution approving home property tax abatement.																																								
<b>Background Information:</b>	<p>On April 27, 2021 a public hearing was called for and to be held on May 11, 2021 regarding a home property tax abatement request. Per M.S 469.1813 sub 5 The governing body of the political subdivision may approve an abatement under sections 469.1812 to 469.1815 only after holding a public hearing on the abatement. The property is located at 512 Continental St. with an estimated market value of \$323,900 with the difference of improvement being \$288,200.</p> <table border="1" data-bbox="370 898 1510 1260"> <tr> <td><b>27-138001-0</b></td> <td>Robert &amp; Brenda Byrnes</td> <td colspan="2"><b>512 Continental St</b></td> </tr> <tr> <td></td> <td></td> <td colspan="2" style="background-color: #92d050; text-align: center;"><b>HOMESTEAD TAX RATE</b></td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">2021 post build total</td> <td style="text-align: center;">Difference of</td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">2021 prebuild raw land value</td> <td style="text-align: center;">value</td> </tr> <tr> <td></td> <td></td> <td style="text-align: right;">35,700 \$</td> <td style="text-align: right;">323,900.00 \$</td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: right;">288,200.00</td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">taxes @ 2021 rates</td> <td style="text-align: center;">taxes @ 2021 rates</td> </tr> <tr> <td></td> <td></td> <td style="text-align: right;">\$ 128.00</td> <td style="text-align: right;">\$ 1,881.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: right; background-color: #ffff00;"><b>\$ 1,753.00</b></td> </tr> <tr> <td></td> <td></td> <td colspan="2" style="text-align: center;"><i>city portion only</i></td> </tr> </table>	<b>27-138001-0</b>	Robert & Brenda Byrnes	<b>512 Continental St</b>				<b>HOMESTEAD TAX RATE</b>				2021 post build total	Difference of			2021 prebuild raw land value	value			35,700 \$	323,900.00 \$				288,200.00			taxes @ 2021 rates	taxes @ 2021 rates			\$ 128.00	\$ 1,881.00				<b>\$ 1,753.00</b>			<i>city portion only</i>	
<b>27-138001-0</b>	Robert & Brenda Byrnes	<b>512 Continental St</b>																																							
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		<i>city portion only</i>																																							
<b>Fiscal Impact:</b>	The approximate amount of assistance is \$1,753 a year or \$3,506 over a maximum period of 2 years as a Homestead.																																								
<b>Alternative/ Variations:</b>	None Recommended.																																								
<b>Recommendations:</b>	<p>Recommendation #1- To Close the Public Hearing  Recommendation #2- To approve the resolution approving home property tax abatement</p>																																								

Resolution Number 21-036

RESOLUTION RELATING TO A TAX ABATEMENT ON PROPERTY BY ROBERT AND  
BRENDA BYRNES; GRANTING THE ABATEMENT

BE IT RESOLVED by the Common Council of the City of Marshall, Minnesota, as follows:

Section 1. AUTHORIZATION AND RECITALS.

- 1.01. The City, pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the "Act"), is authorized to grant an abatement of the property taxes imposed by the County on a parcel of property (Property Tax Abatement) if certain conditions are met, through the adoption of a resolution specifying the terms of the abatement.
- 1.02. The City has adopted the City of Marshall Tax Abatement Policy which further stipulates requirements before an abatement of taxes will be granted for residential development.
- 1.03. ROBERT AND BRENDA BYRNES; have applied for a Home Tax Abatement pursuant to the City's Home Tax Abatement Policy on property legally described as: Parcel ID: 27-138001-0, 512 Continental St., Marshall, MN 56258.
- 1.04. Pursuant to the Act, this Common Council on May 11, 2021, conducted a public hearing on the desirability of granting the abatement. Notice of the public hearing was duly published as required by law in the Marshall Independent, the official newspaper of the City.

Section 2. FINDINGS. On the basis of information compiled by the City and elicited at the public hearing referred to in Section 1.04, it is hereby found, determined and declared:

- 2.01. There is a need for new development on the Property to increase the tax base of the City and to improve the general economy of the state.
- 2.02. The granting of the proposed abatement is in the public interest because it will increase or preserve the tax base of the City.
- 2.03. The Property is not located in a tax increment financing district.
- 2.04. The granting of the proposed abatement will not cause the aggregate amount of abatements granted by the City under the Act to exceed the greater of ten percent (10.00%) of the County's current property tax levy, or \$200,000.

2.05. It is in the best interests of the City to grant the tax abatement authorized in this Resolution.

Section 3. GRANTING OF TAX ABATMENT

3.01. A property tax abatement (the “Abatement”) is hereby granted in respect of property taxes levied by the City on the Property for two (2) years, commencing with taxes payable for the assessed value related to the capital improvements outlined in 1.03.

3.02. The City shall provide the awarded abatement payment following payment of due real estate taxes annually. One single payment shall be made to the owner of record by December 30<sup>th</sup> of that calendar year.

3.03 The tax abatement shall be for the residential capital improvements only. Land values and the current base value are not eligible and will not be abated.

3.04 The tax abatement period will commence with receipt of the Certificate of Occupancy, or not more than one year following approval of the taxing authority’s resolution, whichever is first.

3.05. The Abatement may be modified or terminated at any time by the Common Council in accordance with the Act.

Passed by the Common Council of the City of Marshall, this 11<sup>th</sup> day of May, 2021.

\_\_\_\_\_  
City Council President Pro Tempore

ATTEST:

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

**City of Marshall Tax Abatement Application**

**Application Review and Approval Process** shall be followed as specified in Tax Abatement Policy as specified herein.

**Property Information:**

Location: 512 Continental Street, Marshall, Mn 56258  
Access Road: Continental street  
Section:  
Township:  
Range:  
Property Identification Number: 27-138001-0  
Legal Description: Carr Estates 5<sup>th</sup> Addition 111620020  
Parcel Width (feet): 100  
Length (feet): 125  
Acres: .29

**Applicant Information:**

Applicant Name: Robert & Brenda Byrnes  
Phone 5078282125  
Mailing Address: 1218 Parkside Dr, Marshall, Mn 56258  
Applicant Signature:   
Date: 04/14/2021

**Owner Information:**

Owner Name: Robert & Brenda Byrnes  
Phone: 5075329001  
Mailing Address: 1218 Parkside Dr, Marshall, Mn 56258  
Owner Signature: 

Contractors or Contract for Deed Holders – owner must sign the application.

Item 5. 04/14/2021  
**ny Information:**

Owner Name:

Phone:

Fax:

Location:

Type of Company:

Service Provided:

Please attach the following documentation:

- Map or site plan, prepared by an architect or engineer, showing the boundaries of the proposed development, the size and location of the building(s) and parking areas.
- Written narrative describing the project, the size and type of building(s), business type and use, traffic information (parking capacity, vehicle counts, traffic flow, pedestrian facilities), project timing, and estimated market value.
- A statement identifying the public benefits of the proposal, including estimated increase in property valuation, and other community benefits.
- Statement showing the private investment and any public investment dollars for the project
- Financial information including past performance and pro forma future projections for the project.
- Application Fee (please see City of Marshall Fee Schedule for current fee amount).
- Other information as requested.

**Return Completed Applications to:**

City Clerk  
City of Marshall  
344 West Main  
St.  
Marshall, MN 56258

*Single family Residential home ; Construction completion  
expected fall, 2021*

# VALUATION NOTICE

MARK BUYSSE  
 LYON COUNTY ASSESSOR  
 607 WEST MAIN ST  
 MARSHALL, MN. 56258  
 507-537-6731

## 2021 Values for Taxes Payable in 2022

Property tax notices are delivered on the following schedule:

### Valuation and Classification Notice

<b>Step 1</b>	Classification:	RES VAC LAND
	Estimated Market Value:	35,700
	Homestead Exclusion:	
	Taxable Market Value:	35,700

### Proposed Taxes Notice

<b>Step 2</b>	2022 Proposed Tax:	Coming November 2021
---------------	--------------------	----------------------

### Property Tax Statement

<b>Step 3</b>	1st Half Taxes:	
	2nd Half Taxes:	Coming in March 2022
	Total Taxes Due in 2022:	

# 11837



04002265  
 ROBERT & BRENDA BYRNES JT  
 1218 PARKSIDE DR  
 MARSHALL MN 56258-2060

The time to appeal or question your **CLASSIFICATION** or **VALUATION** is **NOW!**

It will be too late when proposed taxes are sent

## How to Respond

If you believe your valuation and property class are correct, it is not necessary to contact your assessor or attend any listed meetings.

If the property information is not correct, you disagree with the values, or have other questions about this notice, **please contact your assessor first to discuss any questions or concerns.** Often your issues can be resolved at this level. If your questions or concerns are not resolved, more formal appeal options are available.

**Please read the back of this notice** for important information about the formal appeal process.

### Property Information (legal description and/or property address).

LOT-001 BLK-001  
 CARR ESTATES FIFTH ADDITION 11162020

27-138001-0      MARSHALL CITY      512 CONTINENTAL ST

Property Classification	Assessment Year 2020	Assessment Year 2021
	(For Taxes Payable in 2021)	(For Taxes Payable in 2022)
AGRI NON-HSTD		RES VAC LAND

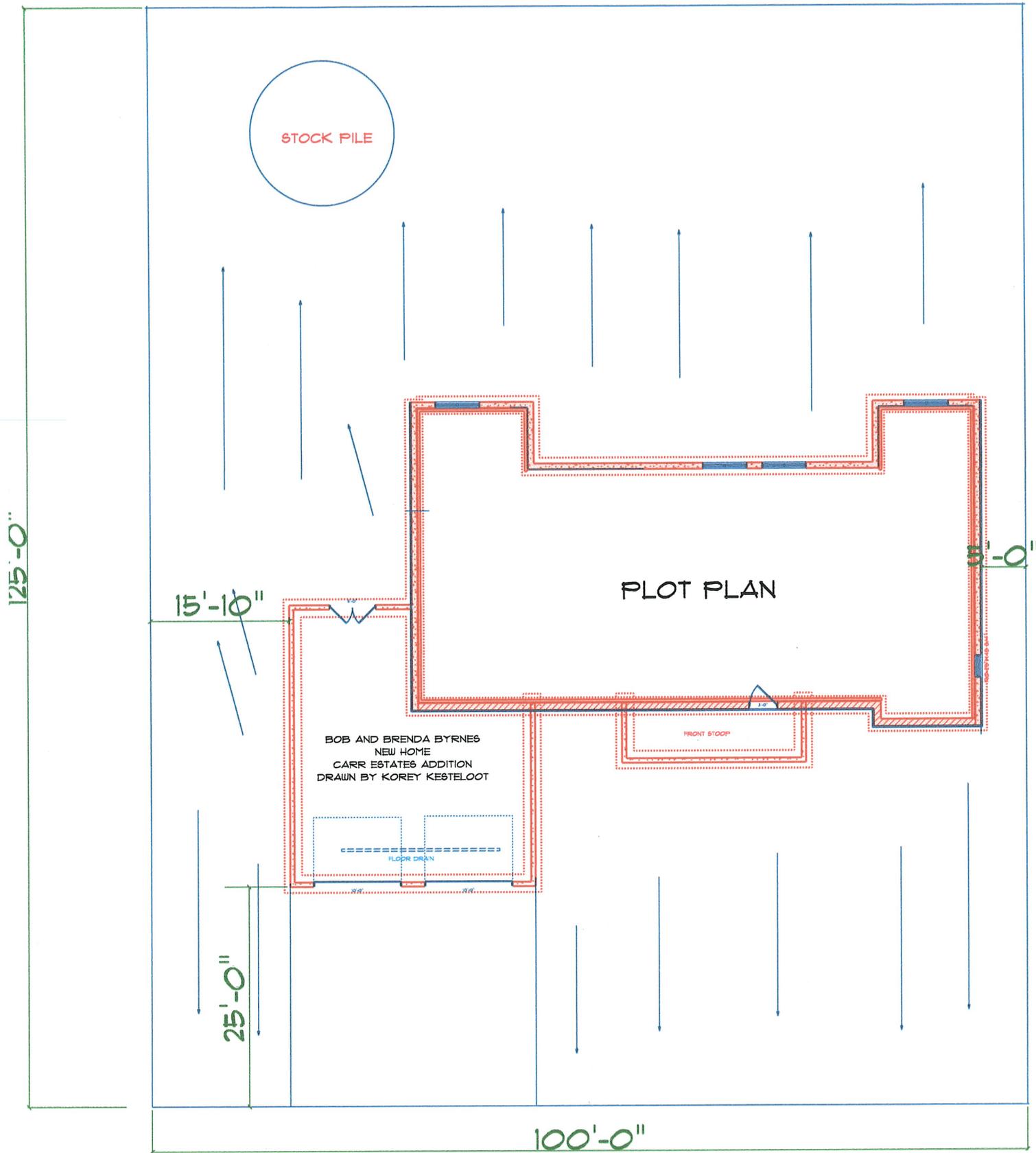
If this box is checked, your classification has changed from last year's assessment.

Property Valuation	Assessment Year 2020	Assessment Year 2021
	(For Taxes Payable in 2021)	(For Taxes Payable in 2022)
Estimated Market Value (EMV)	1,900	35,700
Wetland/Native Prairie Deferral		
Green Acres Value Deferral		
Rural Preserve Value Deferral		
Platted Vacant Land Exclusion		
Disabled Veterans Exclusion		
Homestead Market Value Exclusion		
<b>Taxable Market Value (TMV)</b>	<b>1,900</b>	<b>35,700</b>

The following values (if any) are reflected in your estimated and taxable market values  
 New Improvement Value

### The following meetings are available to discuss or appeal your value and classification:

Local Board of Appeal and Equalization/Open Book	County Board of Appeal and Equalization Meeting
MONDAY APRIL 19, 2021 5:30PM MARSHALL-LYON COMM LIBRARY MUST ATTEND LOCAL BAE BEFORE CAN ATTEND COUNTY BAE	JUNE 15, 2021 6:30 PM LYON COUNTY GOVERNMENT CENTER COMMISSIONERS ROOM - APPOINTMENTS ARE REQUIRED



PUBLIC WALK

PUBLIC WALK

PUBLIC WALK

GRASS BUFFER STRIP

GRASS BUFFER STRIP

GRASS BUFFER STRIP

BIO ROLL

PROTECTION WHERE NEEDED

INLET PROTECTI

ED

Item 5.

CONTINENTAL STREET

Page 31





**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, May 11, 2021
<b>Category:</b>	AWARD OF BIDS
<b>Type:</b>	ACTION
<b>Subject:</b>	Project Z80: T.H. 23/Independence Park Sewer Realignment Project - Consider Resolution Accepting Bid (Awarding Contract).
<b>Background Information:</b>	<p>This project consists of the following: Installation of storm sewer adjacent to the stormwater pond north of Runnings, adjacent to Trunk Highway 23 including a manhole and check valve. This project also includes installation of sanitary sewer adjacent to Trunk Highway 23 and along Nwakama Street.</p> <p>On May 5, 2021, bids were received for the above-referenced project. Four bids were received as shown on the attached Resolution Accepting Bid. The apparent lowest responsible bid was from D&amp;G Excavating, Inc. of Marshall, Minnesota, in the amount of \$189,448.50. The engineer’s estimate was approximately \$188,552.</p>
<b>Fiscal Impact:</b>	<p>Attached is the “Resolution Accepting Bid” awarding the contract to D&amp;G Excavating, Inc. of Marshall, Minnesota, in the amount of \$189,448.50.</p> <p>The estimated total project cost including 5% allowance for contingencies and 16% for engineering and administrative costs is \$230,748.27. This project is identified in the 2021 CIP.</p>
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council adopt RESOLUTION NUMBER XXXX, which provides for the Resolution Accepting Bid (Awarding Contract) and authorizing entering into an agreement with D&G Excavating, Inc. of Marshall, Minnesota, in the amount of \$189,448.50 for Project Z80.

**RESOLUTION NUMBER 21-037  
RESOLUTION ACCEPTING BID (AWARD CONTRACT)**

WHEREAS, pursuant to an advertisement for bids for the following project:

**PROJECT Z80: T.H. 23/INDEPENDENCE PARK SEWER REALIGNMENT PROJECT** - This project consists of: Installation of storm sewer adjacent to the stormwater pond north of Runnings, adjacent to Trunk Highway 23 including a manhole and check valve. This project also includes installation of sanitary sewer adjacent to Trunk Highway 23 and along Nwakama Street.

bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

<b>Bidder</b>	<b>Bid Amount</b>
D&G Excavating, Inc. Marshall, MN	\$189,448.50
A&C Excavating, LLC Marshall, MN	\$189,788.60
Duininck, Inc. Prinsburg, MN	\$198,611.00
Kuechle Underground Kimball, MN	\$205,693.00

AND WHEREAS, it appears that D&G Excavating, Inc. of Marshall, 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 D&G Excavating, Inc. of Marshall, Minnesota, in the amount of \$189,448.50, 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 11<sup>th</sup> day of May, 2021.

ATTEST:

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

\_\_\_\_\_  
Mayor

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

# State Of Minnesota City of Marshall, Minnesota Project Number Z80

Construction Plans for Sanitary Sewer, Curb and Gutter, Bituminous Surfacing, and Misc. Work for

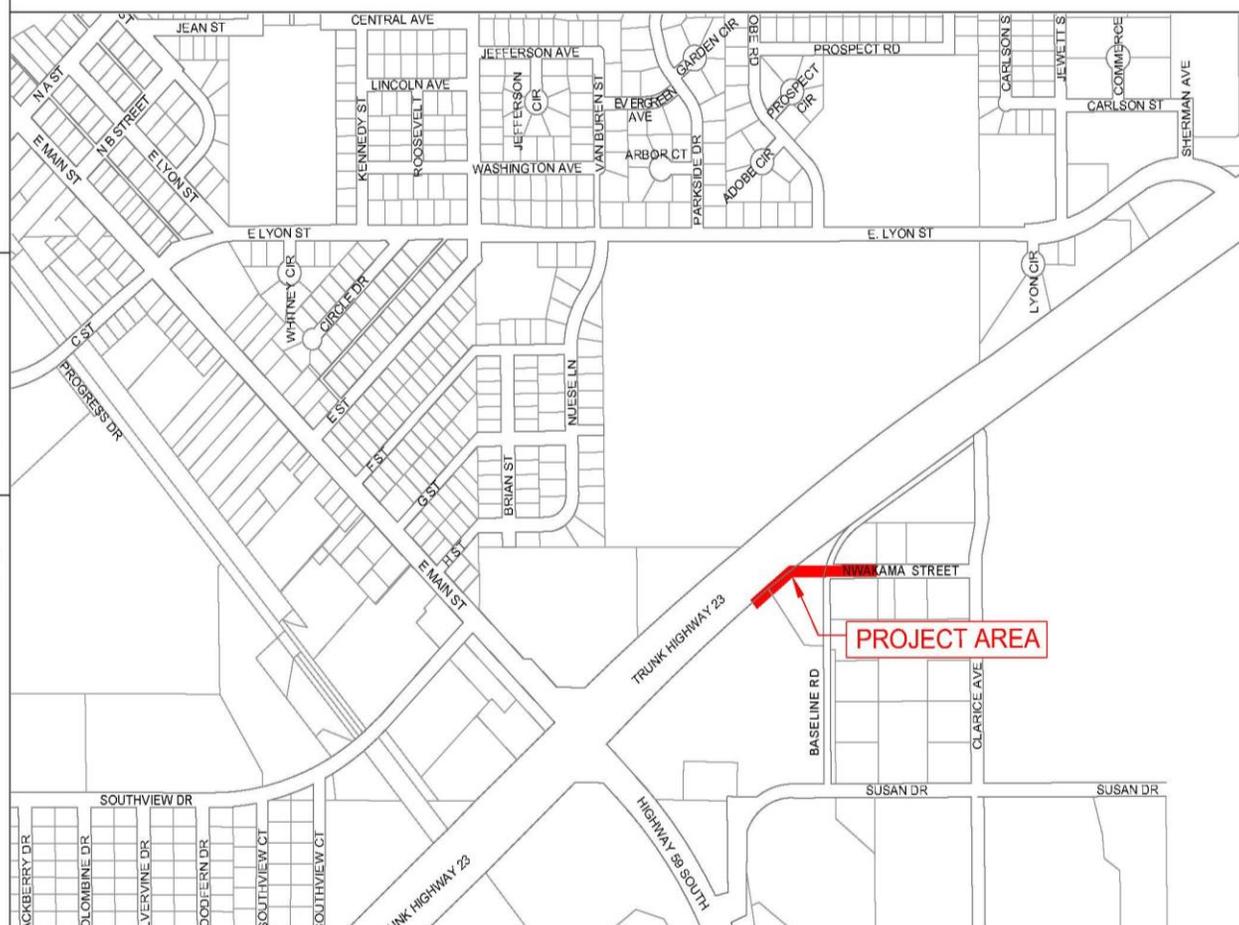
T.H.23/Independence Park Sewer Realignment  
From T.H. 23 Road Ditch at Runnings Pond  
To Nwakama Street  
SECTION 10 T111N, R41W

## INDEX

SHEET NO.	DESCRIPTION
1	Title Sheet
2	Estimated Quantity Sheet
3	Construction Notes/Detail Sheet
4	Typical Section Sheet
5-6	SWPPP Sheets
7-8	Plan and Profile Sheets

## LEGEND

ALIGNMENT STATIONS	—
EXISTING GAS LINE	—
EXISTING COMMUNICATION LINE	—
EXISTING FIBER LINE	—FB—FB—
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 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" 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 LENGTH

GROSS LENGTH NWAKAMA ST.	240	FEET	0.05	MILES
EXCEPTIONS	0	FEET	0	MILES

## DESIGN DATA

DESIGN SPEED 30 MPH  
STOPPING SIGHT DISTANCE BASED ON  
3.5' HEIGHT OF EYE  
0.5' HEIGHT OF OBJECT

## SCALES

PLAN	1"=30'
PROFILE	1"=5'
INDEX MAP	1"=100'
GENERAL LAYOUT	1"=50'

I HEREBY CERTIFY THAT THIS PLAN 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.

APPROVED: CITY ENGINEER, MARSHALL, MINNESOTA DATE: REG NO 5332

DESIGNED BY: _____	DATE: _____	REVISIONS	INIT.
DRAWN BY: <u>Q.J.S.</u>			
APPROVED BY: _____			
SCALE: _____			



ENGINEERING DEPARTMENT  
344 WEST MAIN STREET  
MARSHALL, MINNESOTA  
56258

T.H. 23/INDEPENDENCE SANITARY

TITLE SHEET

CITY PROJECT NO. Z80	DATE 02/12/2021
STATE AID PROJECT NO.	SHEET NO. 1 OF 8

<b>Meeting Date:</b>	Tuesday, May 11, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider the request of the Marshall Downtown Business Association for Crazy Days (Thursday-July 15, 2021).
<b>Background Information:</b>	<p>Attached is a request from the Marshall Downtown Business Association requesting the closing of the following streets on Thursday, July 15, 2021 from 6:00 a.m. to 7:00 p.m. for the Annual Crazy Days activities:</p> <ul style="list-style-type: none"> <li>- Main Street from College Drive (intersection of T.H. 19 &amp; T.H. 59) northwest to North 6<sup>th</sup> Street</li> <li>- North 3<sup>rd</sup> Street from Main Street to Lyon Street</li> <li>- 4<sup>th</sup> Street from the alley south of Main Street (behind Bot Appliance) to the alley north of Main Street (behind Wells Fargo)</li> <li>- 5<sup>th</sup> Street to the alleys south and north of Main Street.</li> </ul> <p>If the request is approved by Council, the request will then be submitted to Mn/DOT for their approval and implementation of the detour route. This request has presented no significant public safety problems in the past, and it is not expected to be a problem this year either. The Street Department is responsible for the appropriate barricades and signage. If the request is approved, area public safety agencies will be advised of the event so that they are aware of the road blockage/detour.</p>
<b>Fiscal Impact:</b>	Staff time only.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council approve the request of the Marshall Downtown Business Association for street closure for Crazy Days on Thursday, July 15, 2021, contingent on Mn/DOT approval of the permit.



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

Applicant Name: Marshall Downtown Business Association

Applicant Address: 118 West College Dr

Contact Person: Erin Raveling Phone/Cell#: 507-532-4484

Address of Request: Main Street & 3rd Street

Reason for Request: Crazy Days

Start Date of Request: July 15, 2021 Start Time: 6 am am/pm

End Date of Request: July 15, 2021 End Time: 7 pm am/pm

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

Does the request involve Mn/DOT Right-of-Way? Yes [ ] 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.

5-5-21 Date

Erin Raveling Digitally signed by Erin Raveling Date: 2021.05.05 13:08:19 -05'00' 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

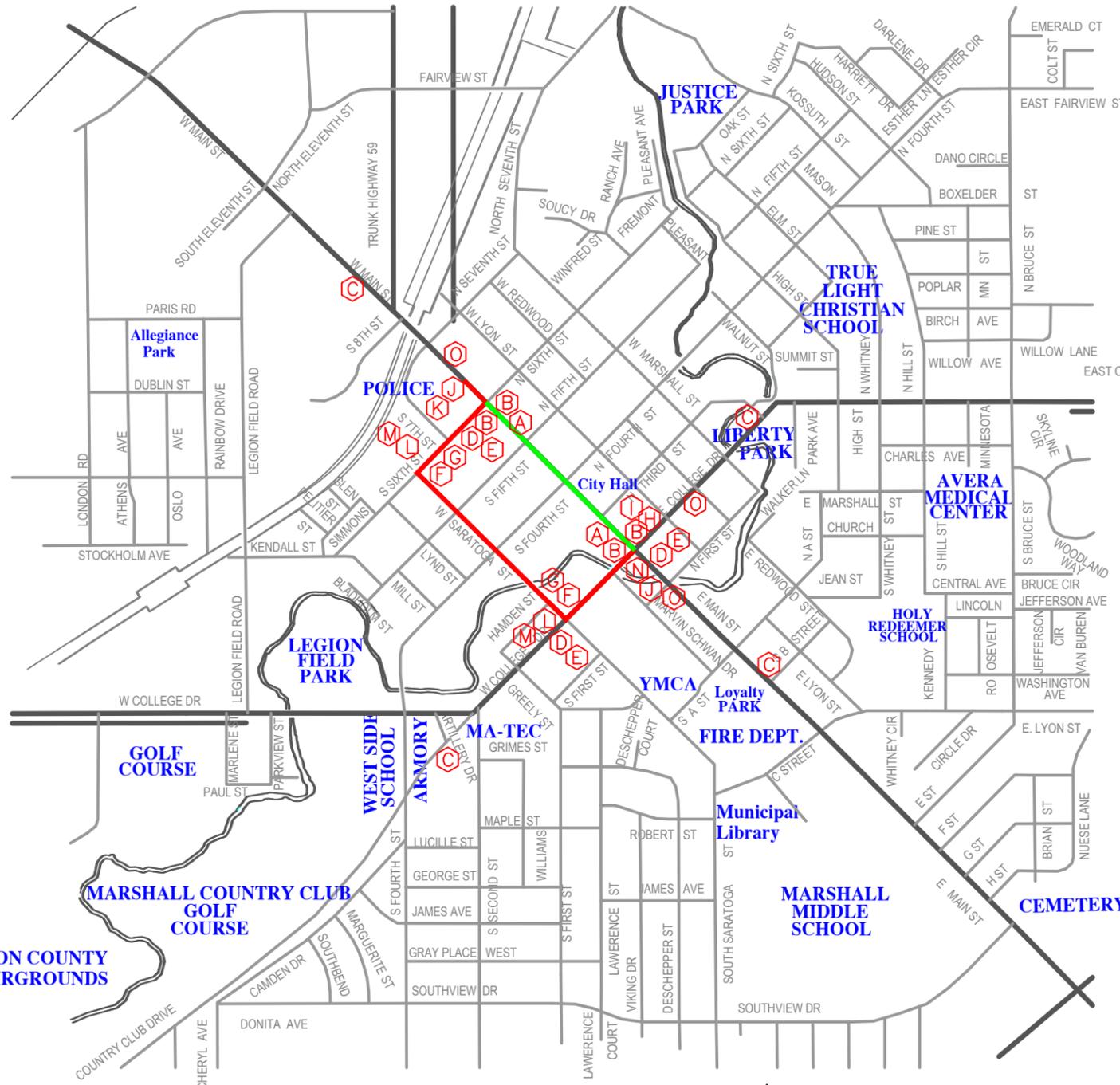
\_\_\_\_\_

Mayor of the City of Marshall, MN

Attachments

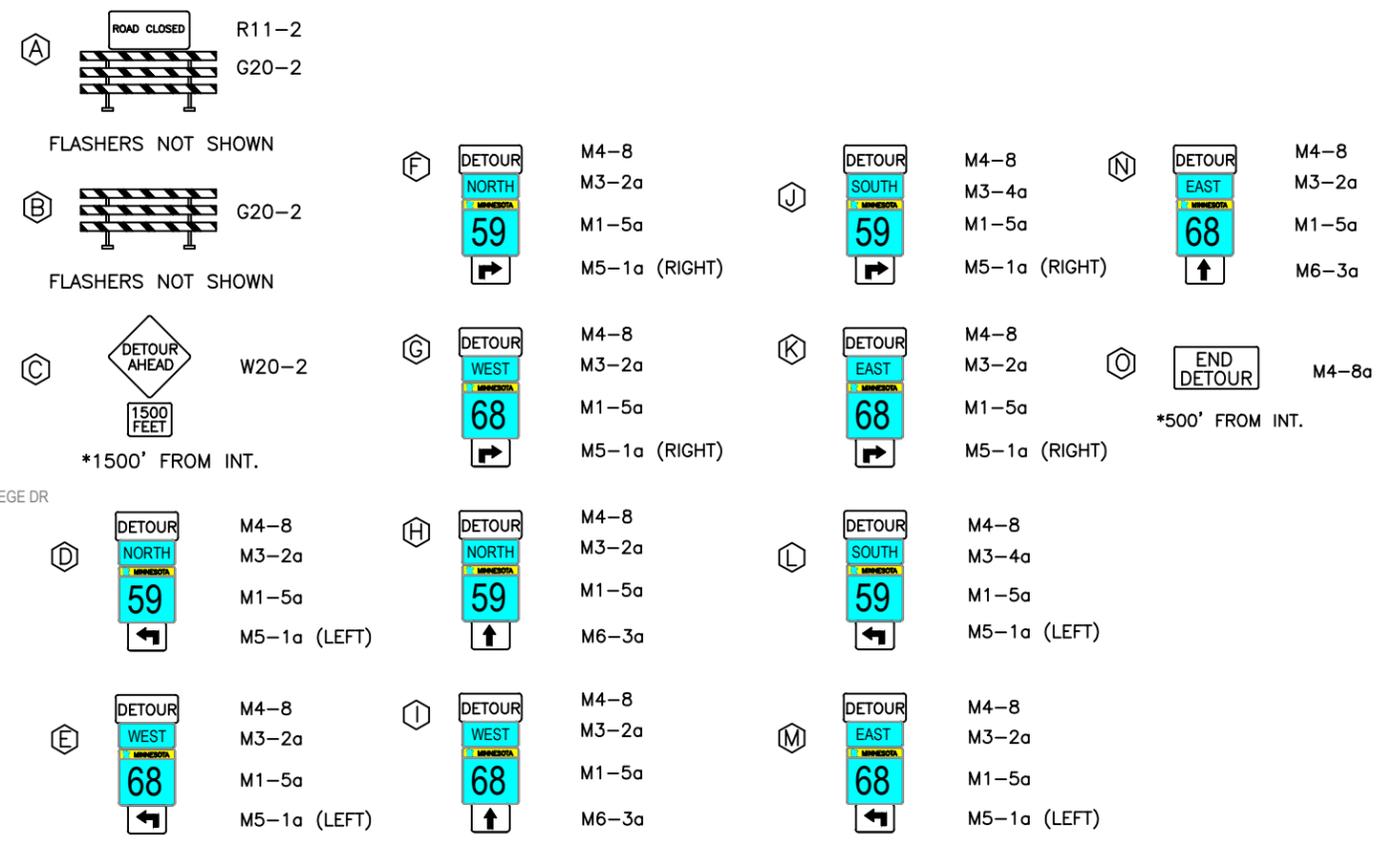
Copies to: Director of Public Safety James Marshall  
Minnesota Department of Transportation

# DETOUR SIGNING PLAN



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

**NORTH**  
**CITY OF MARSHALL**  
**LYON COUNTY**  
**MINNESOTA**  
 NOT TO SCALE



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

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

ALL NECESSARY TRAFFIC CONTROL DEVICES AND DETOUR SIGNING ON THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE CITY OF MARSHALL. ALL TRAFFIC CONTROL DEVICES SHALL HAVE RETROREFLECTIVE SHEETING.

Item 7.

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

Crazy Days  
 Detour Plan

DATE	REVISIONS
	DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 DATE \_\_\_\_\_ REGISTRATION NO. 41557

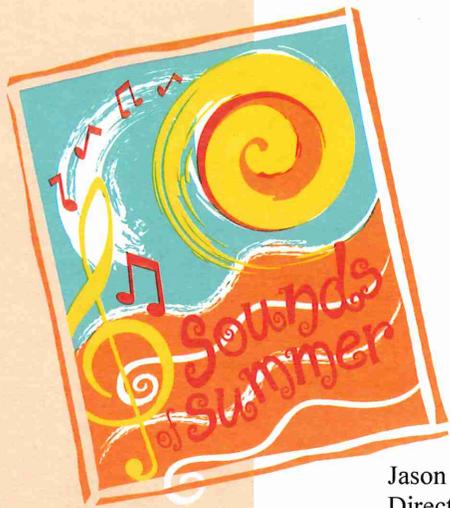
DATE 5/23/2019  
 DRAWN BY G.J.S.

S.P. NO.  
 SHEET NO. 1  
 Page 40

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, May 11, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Sounds of Summer - Call for Public Hearing for Private Use of Public Streets and Parking Lots for Sounds of Summer – August 19-23, 2021
<b>Background Information:</b>	<p>Attached is a request from the Sounds of Summer Committee requesting permission for the following:</p> <ul style="list-style-type: none"> <li>- Use of Whitney Lot (08/19-08/23/2021 (Th-M)): Use of Whitney Parking Lot from Thursday, August 19, 2021 to Monday, August 23, 2021 as shown on the attached diagram. The Committee officers met with the Downtown Business Association on 05/05/2021 regarding the use of the parking lot during this time frame. Actual start and end times are to be determined. Per Committee officer Brock Klaith, no objections were received from the DBA.</li> <li>- Closure of West College Drive (TH 19) (08/20-08/22/2021 (Fri-Sat)): Closure of West College Drive from the corner of Main Street to Saratoga Street, and also closure of Marvin Schwan Memorial Drive from West College Drive (TH 19) to South 1<sup>st</sup> Street on Friday, August 20, 2021 from 3:00 p.m. to approximately 10:00 pm, and again on Saturday, August 21, 2021 from 6:00 am to Sunday, August 22, 2021, to approximately 3:00 am. to allow adequate time for clean up after the Saturday evening activities. Please see attached “Exhibit A”.</li> <li>- Parade Line-Up (08/21/2021 (Sat)): Closure of East Lyon Street, beginning at the corner of Nuese Lane to Jewett Street on Saturday, August 21, 2021 starting at approximately 12:00 noon to approximately 5:00 pm. Line-up would begin at 2:00 pm. Please see attached “Exhibit B”.</li> <li>- Parade (08/21/2021 (Sat)): Closure of East Lyon Street from South Bruce Street to Main Street and closure of Main Street from East Lyon Street to North 6<sup>th</sup> Street Saturday, August 21, 2021 from 3:00 pm to approximately 6:00 pm. Parade would start at 4:00 pm with an estimated 5:30 pm end time. Please see attached “Exhibit B”.</li> </ul> <p>In accordance with Section 62-6 of the Marshall City Code, any private use of public streets and parking lots on either a temporary or permanent basis should be considered by the Marshall City Council.</p> <p>Due to the magnitude of the proposed event and potential impact to the businesses adjacent to the areas that are being requested to be blockaded, City Staff would recommend that the City Council hold a public hearing on these requests prior to granting final approval.</p> <p>In the past, the City’s Public Safety and Public Works Departments have been worked with applicants on the issues and public safety concerns that would have to be addressed as part of this request. In addition, it would be City Staff’s intent to have</p>

	a representative from the Committee present at the hearing to provide a brief overview of the activities and events that are going to occur during the celebration.
<b>Fiscal Impact:</b>	There will be costs involved for overtime for personnel for set-up and take-down of the detours, barricades, traffic control and street sweeping. Staff is proceeding with plans not to charge fees for this event based on past practice. Costs for operations attributed to the parade only are estimated at less than \$5,000.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendation:</b>	that the Council call for a public hearing to be held on May 25, 2021 for the private use of public streets and parking lots for Sounds of Summer (August 19-23, 2021).



April 2021

Jason Anderson P.E.  
Director of Public Works  
City of Marshall  
344 W. Main St.  
Marshall, MN 56258

Dear Jason:

As members of the Marshall Sounds of Summer Planning Committee, we hereby request permission to close West College Drive from the corner of Main and College to Saratoga Street, and also Marvin Schwan Drive from College Drive to South 1st Street on Friday August 20, 2021 from 3:00 p.m. to 10:00 p.m., and on Saturday August 21, 2021 from 6:00 a.m. to Sunday August 22, 2021 to approximately 3:00 a.m. Please see exhibit "A." This would allow us adequate time for clean up after the Saturday evening activities. We would also ask permission for the use of Whitney parking lot from Thursday August 19<sup>th</sup> through Monday August 23, 2021. This would allow for set up and tear down prior to and after the celebration. Our plan is to also meet with the Downtown Business Association and work with them regarding this closure.

Our second request is to have permission to hold our Sounds of Summer Parade on Saturday August 21, 2021, along the same route as prior years. Line-up would begin at Jewett Street and East Lyon Street to Bruce Street, the start of the parade. It would proceed to East Main Street (TH59) in a Northwestern path to downtown Marshall and ending between 5<sup>th</sup> and 6<sup>th</sup> Streets. Line up would begin at 2:00 p.m. Parade would start at 4:00 p.m. with an estimated 5:30 p.m. end time, or if exceptionally large parade, could be 6:00 p.m. Please see exhibit "B." In the past it has been requested that we secure your permission as well as working with City and County Law Enforcement to temporarily close TH59 and TH68 through the parade route and to coordinate that with MNDOT.

Again this year we would request to close Lyon Street, beginning at the corner of Nuese Lane to Jewett Street starting at 12:00 noon to approximately 5:00 p.m. This would allow people to drop off participants in the parade in a safe manner.

Please respond at your earliest convenience so we may proceed planning the remainder of our Sounds of Summer 2021 celebration. We would also be available to discuss these requests with you.

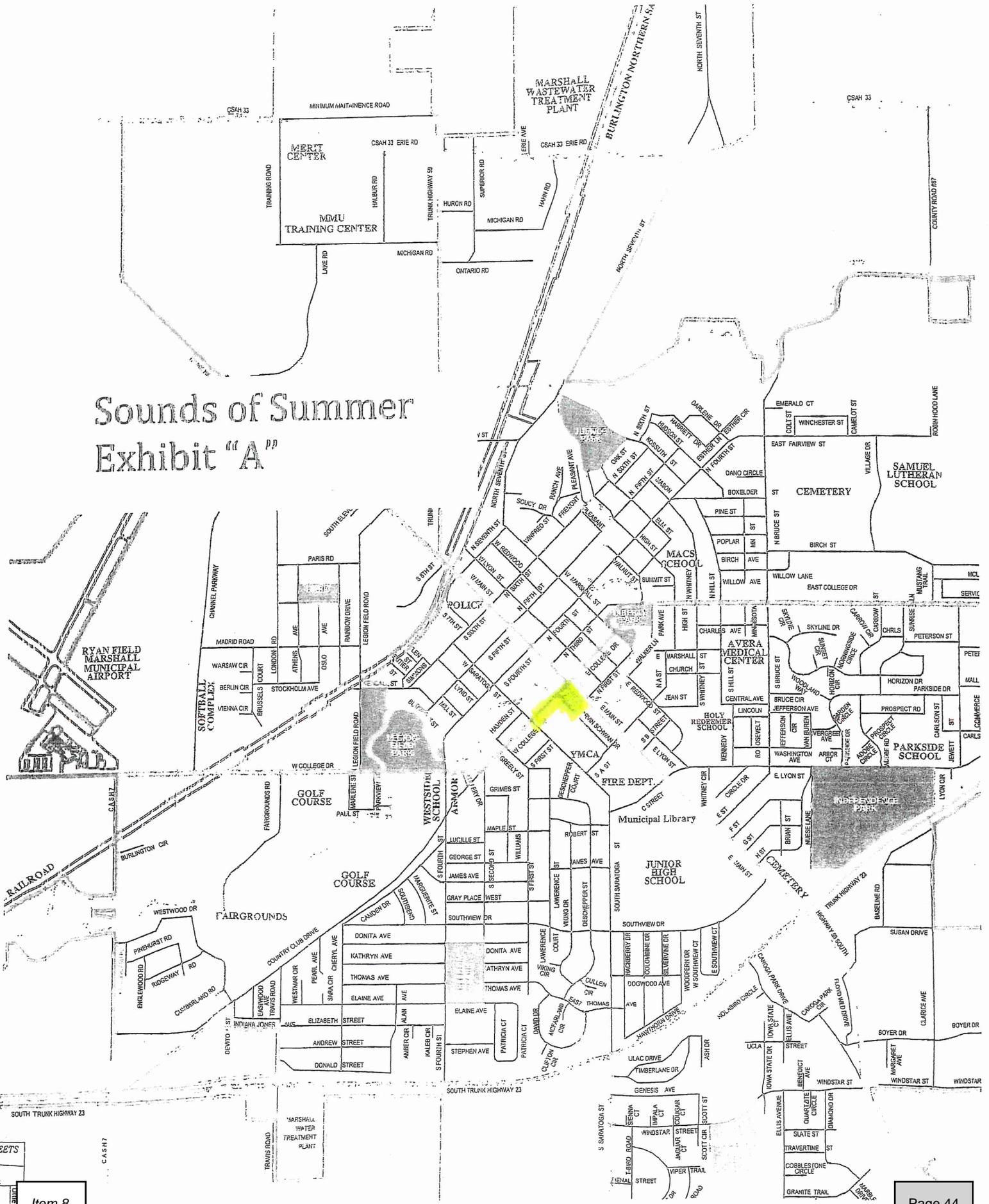
Any additional information you may need, please let us know.

Sincerely,

Brock Klaith, Carrie Jones, Marc Klaith  
Marshall Sounds of Summer Committee Officers

cc. Jim Marshall, Director of Public Safety  
Eric Wallen, Lyon County Sheriff  
Dean Coudron, Public Works Superintendent

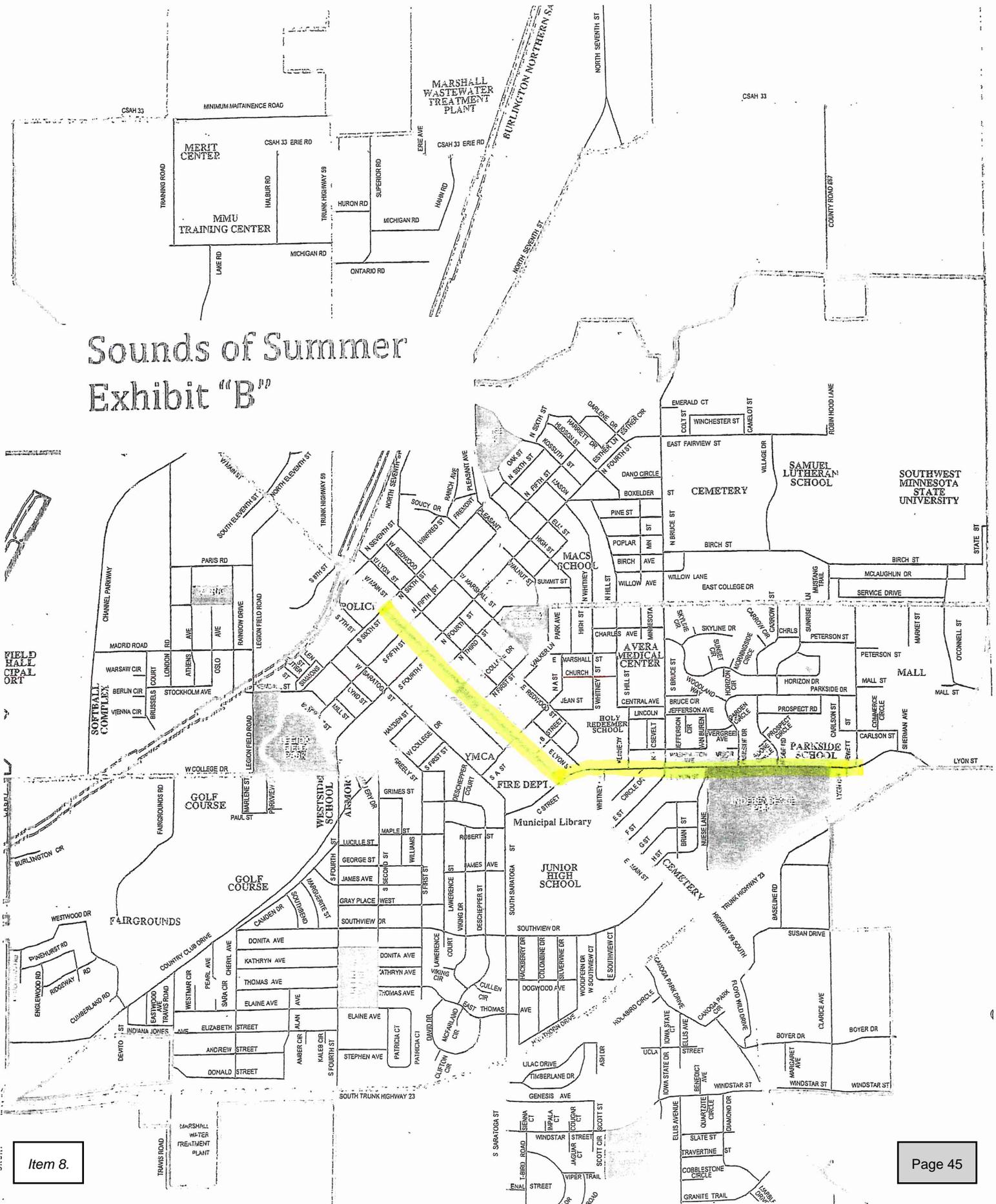
# Sounds of Summer Exhibit "A"



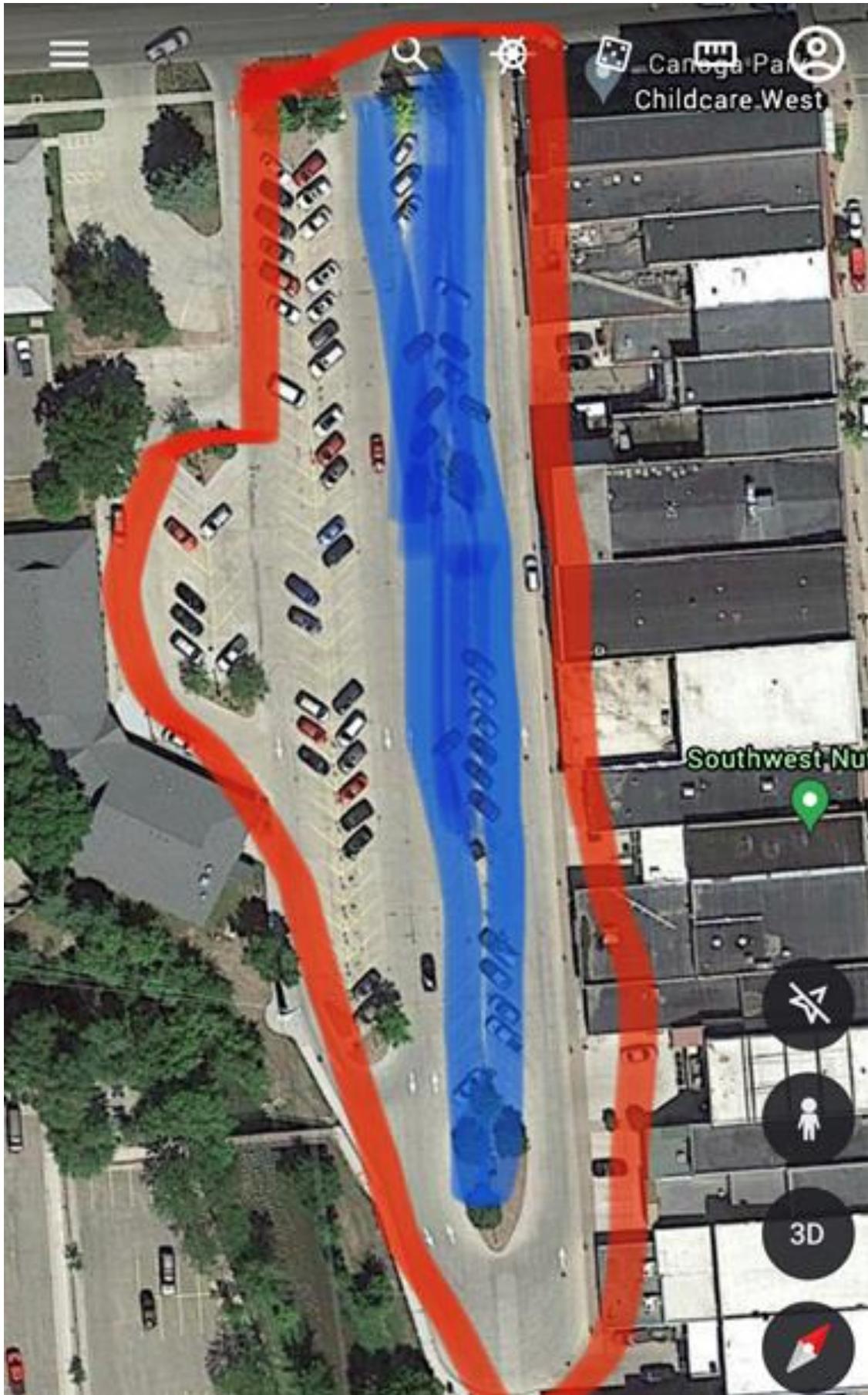
SE7S  
CASH7

Item 8.

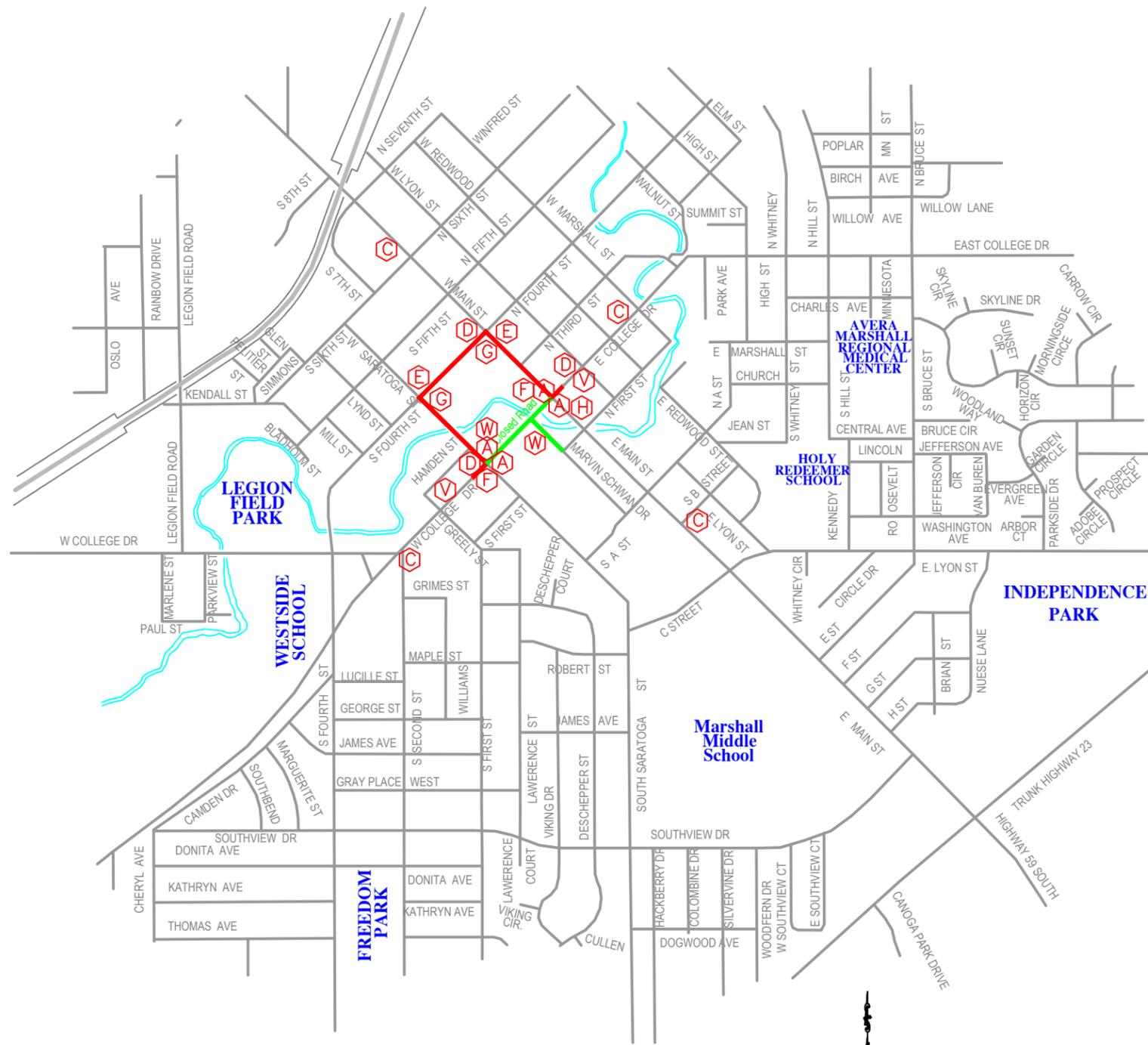
# Sounds of Summer Exhibit "B"



Item 8.



# DETOUR SIGNING PLAN



CITY OF MARSHALL  
LYON COUNTY  
MINNESOTA

NOT TO SCALE

- A** ROAD CLOSED R11-2  
G20-2  
FLASHERS NOT SHOWN
- B** ROAD CLOSED G20-2  
FLASHERS NOT SHOWN
- C** DETOUR AHEAD W20-2  
1500 FEET  
\*1500' FROM INT.
- D** DETOUR WEST M4-8  
M3-4a  
M1-5a  
M5-1a (RIGHT)
- E** DETOUR WEST M4-8  
M3-4a  
M1-5a  
M5-1a (LEFT)
- F** DETOUR EAST M4-8  
M3-2a  
M1-5a  
M5-1a (LEFT)
- G** DETOUR EAST M4-8  
M3-2a  
M1-5a  
M5-1a (RIGHT)
- H** DETOUR WEST M4-8  
M3-4a  
M1-5a  
M6-3a
- I** DETOUR EAST M4-8  
M3-2a  
M1-5a  
M6-3a
- V** END DETOUR M4-8a  
\*500' FROM INT.
- W** Police

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ALL NECESSARY TRAFFIC CONTROL DEVICES AND DETOUR DEVICES ON THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE CITY OF MARSHALL.

Item 8. ALL TRAFFIC CONTROL DEVICES SHALL HAVE RETROREFLECTIVE SHEETING.



**CITY ENGINEERING DEPT.**  
344 WEST MAIN STREET  
MARSHALL, MINNESOTA  
56258

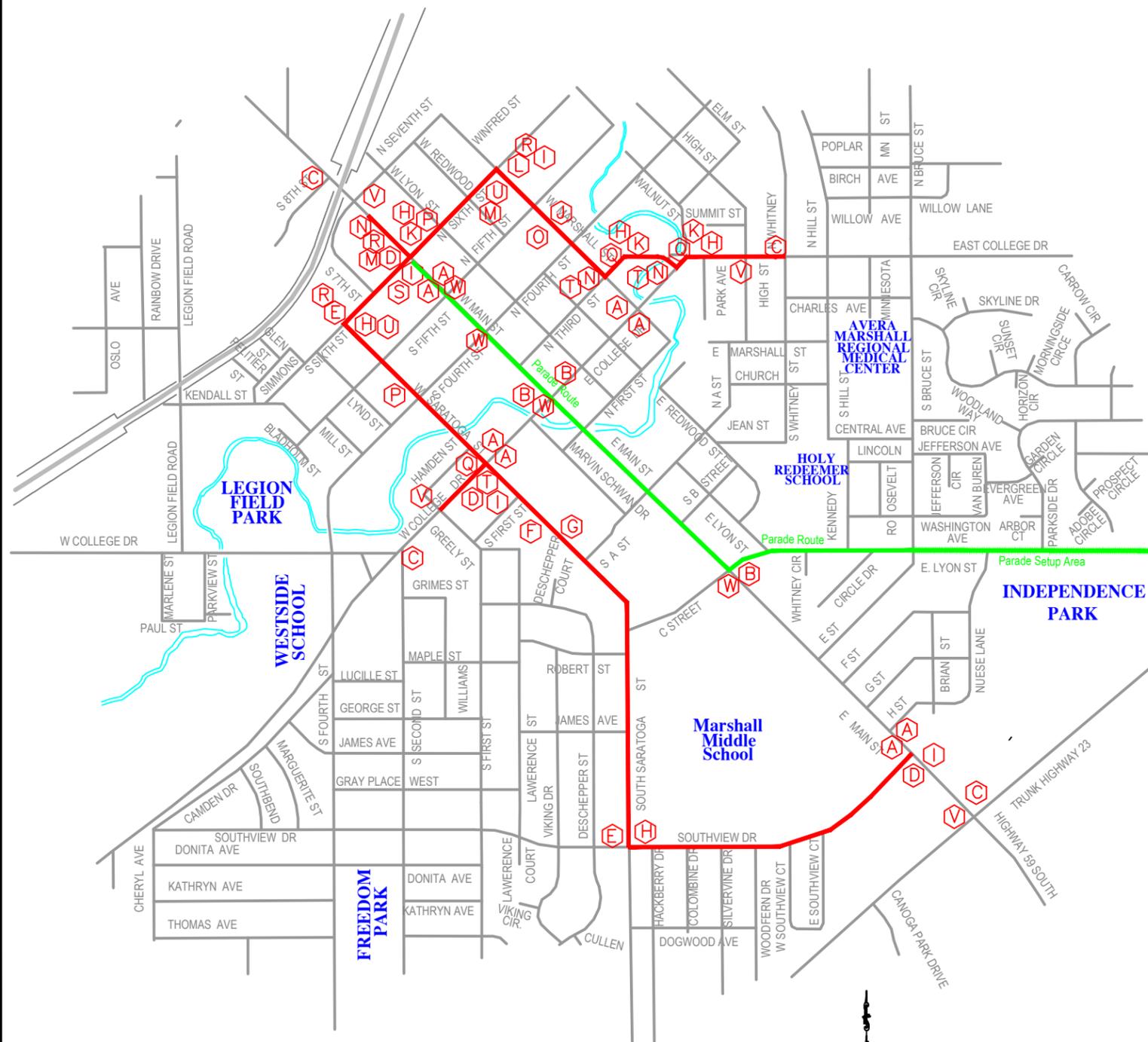
Sounds of Summer Road Closure

DATE  
4/21/2021

Detour Plan

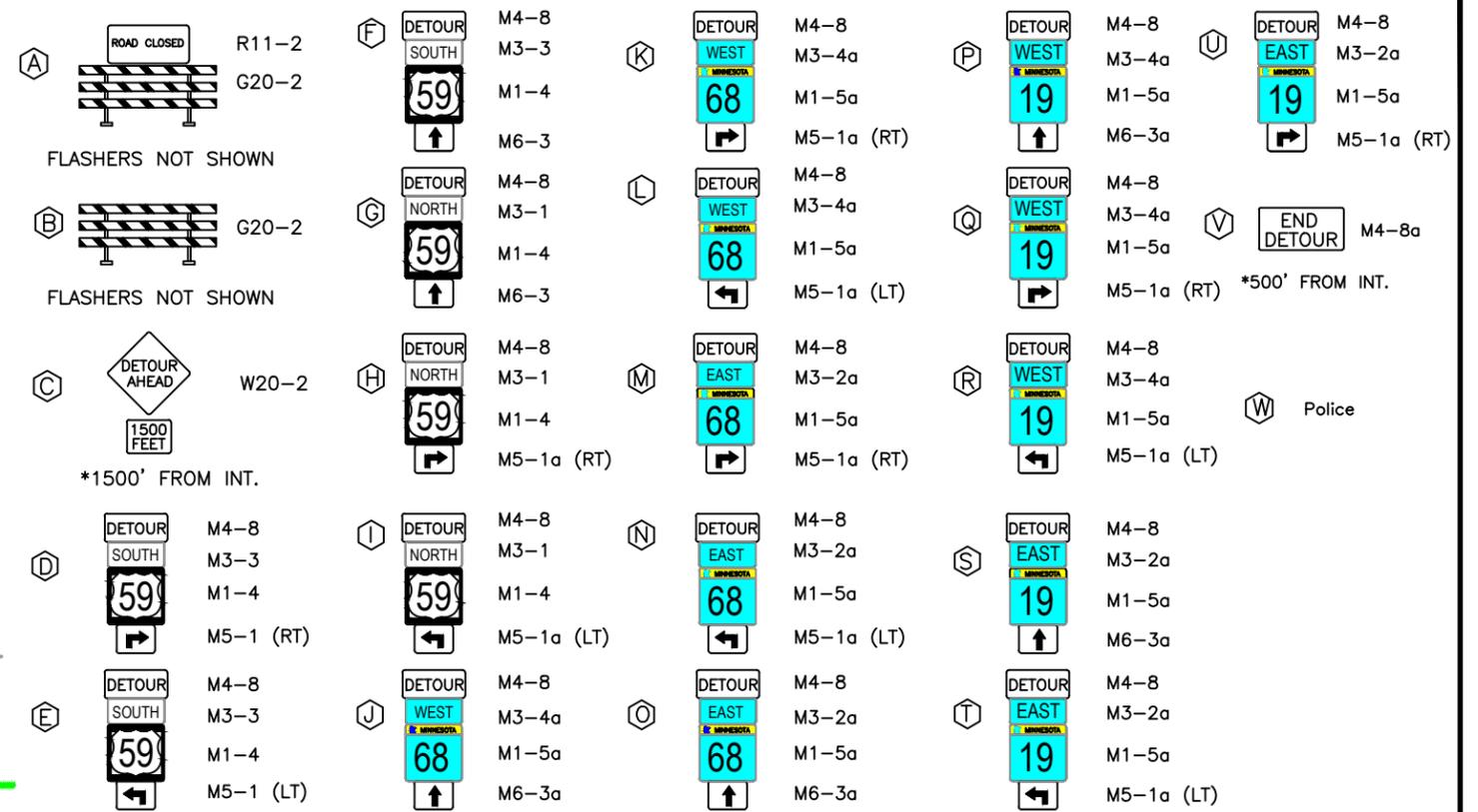
DRAWN BY  
Page 47

# DETOUR SIGNING PLAN



**CITY OF MARSHALL DETOUR ROUTE**  
**PARADE ROUTE**

**CITY OF MARSHALL**  
**LYON COUNTY**  
**MINNESOTA**  
 NOT TO SCALE



SIGN	SIGN NO.	QUANTITY	SIZE	COLOR	FLASHERS
TYPE III BARRICADE		11	60"x48"	ORANGE ON WHITE	19
ROAD CLOSED	R11-3	8	60"x30"	BLACK ON WHITE	
DETOUR AHEAD	W20-2	4	36"x36"	BLACK ON ORANGE	
59	M1-4	16	24"x24"	BLACK ON WHITE	
68	M1-5a	11	24"x24"	WHITE AND GOLD ON BLUE	
19	M1-5a	14	24"x24"	WHITE AND GOLD ON BLUE	
1500 FEET	W20-100P	4	30"x24"	BLACK ON ORANGE	
NORTH	M3-1a	10	24"x24"	WHITE ON BLUE	
SOUTH	M3-3a	6	24"x24"	WHITE ON BLUE	
EAST	M3-2a	12	24"x24"	WHITE ON BLUE	
WEST	M3-4a	13	24"x24"	WHITE ON BLUE	
RT	M5-1a RT.	18	21"x15"	WHITE ON BLUE	
LT	M5-1a LT.	16	21"x15"	WHITE ON BLUE	
	M6-3a	7	21"x15"	WHITE ON BLUE	
DETOUR	M4-8	41	24"x12"	BLACK ON ORANGE	
END DETOUR	M4-8a	4	24"x18"	BLACK ON ORANGE	

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Item 8.

**MARSHALL**  
**CITY ENGINEERING DEPT.**  
**344 WEST MAIN STREET**  
**MARSHALL, MINNESOTA**  
**56258**

Sounds of Summer  
 Detour Plan

DATE	REVISIONS
	DESCRIPTION

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

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

DATE 4/21/2021  
 DRAWN BY G.J.S.  
 SHEET # \_\_\_\_\_  
 S.P. NO. \_\_\_\_\_  
 Page 48

<b>Meeting Date:</b>	Tuesday, May 11, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Wastewater Treatment Facilities Improvement Project – 1) Consider Application for Payment No. 22 to Magney Construction, Inc.; 2) Consider Payment of Invoice 0267813 to Bolton & Menk, Inc.
<b>Background Information:</b>	<p>Attached are invoices as follows for the above-referenced project:</p> <ol style="list-style-type: none"> <li>1) Application for Payment No. 22 to Magney Construction, Inc. of Chanhassen, Minnesota, in the amount of \$134,321.06</li> <li>2) Invoice 0267813 to Bolton &amp; Menk, Inc., of Mankato, Minnesota, in the amount of \$20,912.50</li> </ol> <p>As this project is financed with a Public Facilities Authority low interest loan through the State of Minnesota, pay applications are required to be placed on the City Council agenda for approval.</p>
<b>Fiscal Impact:</b>	This project is financed with a Public Facilities Authority low interest loan through the State of Minnesota.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	<p>Recommendation No. 1 that the Council authorize Application for Payment No. 22, per the recommendation of the City’s consultant, Bolton &amp; Menk, Inc., to Magney Construction, Inc. of Chanhassen, Minnesota, in the amount of \$134,321.06.</p> <p>Recommendation No. 2 that the Council authorize payment of Invoice 0267813 to Bolton &amp; Menk, Inc., of Mankato, Minnesota, in the amount of \$20,912.50.</p>



**BOLTON  
& MENK**

Real People. Real Solutions.

1960 Premier Drive  
Mankato, MN 56001-5900

Ph: (507) 625-4171  
Fax: (507) 625-4177  
Bolton-Menk.com

## MEMORANDUM

**Date:** May 4, 2021  
**To:** Bob Van Moer, Wastewater Treatment Superintendent  
**From:** Jon D. Peterson, P.E., Project Engineer  
**Subject:** Wastewater Treatment Facility Improvements – Magney Construction Inc.  
Pay Request No. 22  
City of Marshall, Minnesota  
Project No.: T22.115360

### INTRODUCTION

Pay Request No. 22 for the above-referenced project in the amount of \$134,321.06 is being submitted for approval.

### DISCUSSION

This pay application covers work completed on the project through April 30, 2021. The Contractor has continued work on replacing the final clarifier pumps. Work has also begun to replace aeration basin equipment. In addition, contractor has been working on project completion list items throughout the facility and has continued sidewalk and other restoration work on the site as weather permits. We recommend approval of the attached Application for Payment No. 22.

### BUDGET IMPACT

This expenditure is part of the overall wastewater treatment facility improvements project and will be covered by the PFA loan proceeds.

### ACTION REQUESTED

Approve the attached pay request from Magney Construction Inc. in the total amount of \$134,321.06.

**Application for Payment No. 22**

To: The City of Marshall, MN  
 From: Magney Construction, Inc., 1401 Park Road, Chanhassen, MN 55317  
 Contract: \_\_\_\_\_  
 Project: Wastewater Treatment Facility Improvements

Owners Contract No. \_\_\_\_\_ Engineer's Project No. T22.115360  
 Date of this Invoice: 5/3/2021  
 Invoice Work Period: April 1-30, 2021

1) Original Contract amount	\$14,074,300.00 ✓
2) Change Orders to date	\$0.00 ✓
3) Revised Contract amount	\$14,074,300.00 ✓
4) Value completed to date	\$12,668,589.35
5) Materials stored on site	\$0.00
6) Total Earned to date	\$12,668,589.35
7) Amount retained	\$633,429.47
8) Amount previously paid	\$11,900,838.82 ✓
<b>Amount due this Payment</b>	<b>\$134,321.06</b>

Accompanying Documentation:

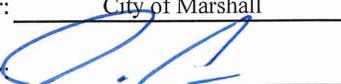
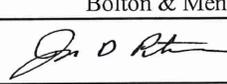
CONTRACTOR'S Certification:

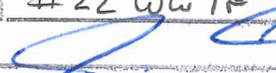
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; (2) title of all work, materials and equipment incorporated in said Work otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interest or encumbrance (except such as are recovered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance by the Contract Documents and not defective.

**Magney Construction, Inc. (Contractor)**

By:   
 Project Manager

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Owner: City of Marshall Engineer: Bolton & Menk  
 By:  By:   
 Date: 5-5-2021 Date: 5-4-2021

VENDOR # 5459  
 INVOICE # #22 T22.115360  
 \$ AMOUNT 134,321.06  
 DATE 4-30-2021  
 ACCT & PROJ # 602-49500-55120  
 DESCRIPTION #22 WWT  
 SIGNATURE 

APPLICATION FOR PAYMENT SCHEDULE

Item 9.

Spec. Section	Pay Application #20	Scheduled Value	Work Previous Application	Completed This Application	Materials Presently Stored	Total Completed & Stored to Date	% Complete	Balance To Finish
0520	Bond & Insurance	\$ 168,892.00	168,892.00	0.00	0.00	168,892.00	100%	0.00
1000	Mobilization	\$ 696,545	545,926.00	0.00	0.00	545,926.00	78%	150,619.00
1010	Supervision & General Conditions	\$ 276,000	243,167.00	8,000.00	0.00	251,167.00	91%	24,833.00
1020	General Construction Allowance	\$ 250,000	102,964.38	73,815.44	0.00	176,779.82	71%	73,220.18
1021	Building Permit Allowance	\$ 10,000	7,499.38	0.00	0.00	7,499.38	75%	2,500.62
2060	Demolition of Existing WWTP Facilities:							
	Trickling Filter Pump Station Top	\$ 4,650	0.00	0.00	0.00	0.00	0%	4,650.00
	Trickling Filter Pump Station Pumps/Piping	\$ 3,480	0.00	0.00	0.00	0.00	0%	3,480.00
	Sludge Control Structure	\$ 13,540	13,540.00	0.00	0.00	13,540.00	100%	0.00
	Control Building Pumps and Piping	\$ 5,850	0.00	5,850.00	0.00	5,850.00	100%	0.00
	Blower Building Blowers and Piping	\$ 6,420	6,420.00	0.00	0.00	6,420.00	100%	0.00
	Trickling Filter Roof/Media/Rotary Distributor	\$ 62,460	62,460.00	0.00	0.00	62,460.00	100%	0.00
	Aeration Equipment and Piping	\$ 17,500	0.00	4,375.00	0.00	4,375.00	25%	13,125.00
	Intermediate Clarifier Equipment	\$ 26,417	26,417.00	0.00	0.00	26,417.00	100%	0.00
2140	Dewatering	\$ 19,555	19,555.00	0.00	0.00	19,555.00	100%	0.00
2210	Finish Grading	\$ 14,320	3,500.00	3,500.00	0.00	7,000.00	49%	7,320.00
2220	Structure Excavation - Final Clarifier and Splitter Box	\$ 71,200	71,200.00	0.00	0.00	71,200.00	100%	0.00
2221	Structure Excavation - Sludge Storage Structure	\$ 133,600	133,600.00	0.00	0.00	133,600.00	100%	0.00
2220A	Backfill of Structures - Final Clarifier and Splitter Box	\$ 91,500	91,500.00	0.00	0.00	91,500.00	100%	0.00
2221A	Backfill of Structures - Sludge Storage Structure	\$ 172,620	172,120.00	0.00	0.00	172,120.00	100%	500.00
2370	Erosion and Sediment Control	\$ 12,400	10,000.00	0.00	0.00	10,000.00	81%	2,400.00
2550	Site Utilities	\$ 565,333	565,333.00	0.00	0.00	565,333.00	100%	0.00
2551	Bypass Piping	\$ 49,504	0.00	25,000.00	0.00	25,000.00	51%	24,504.00
2600	Roads, Walks and Curbs	\$ 22,540	19,000.00	2,000.00	0.00	21,000.00	93%	1,540.00
2800	Fencing	\$ 12,200	5,500.00	6,700.00	0.00	12,200.00	100%	0.00
2920	Seeding	\$ 6,100	0.00	0.00	0.00	0.00	0%	6,100.00
3200	Rebar - Materials	\$ 678,400	678,400.00	0.00	0.00	678,400.00	100%	0.00
3201	Rebar - Labor	\$ 457,600	454,830.00	0.00	0.00	454,830.00	99%	2,770.00
3300	Concrete Work							
	Clarifier Splitter Structure	\$ 71,760	71,760.00	0.00	0.00	71,760.00	100%	0.00
	Final Clarifier	\$ 214,650	214,650.00	0.00	0.00	214,650.00	100%	0.00
	Control Structure	\$ 29,075	29,071.00	0.00	0.00	29,071.00	100%	4.00
	Sludge Storage Tank	\$ 2,180,839	2,180,839.00	0.00	0.00	2,180,839.00	100%	0.00
	Miscellaneous Concrete	\$ 1,860.00	0.00	0.00	0.00	0.00	0%	1,860.00
3410	Precast Double Tees	\$ 448,980	448,980.00	0.00	0.00	448,980.00	100%	0.00
3411	Precast Hollow Core Planks	W/Double Tees						

APPLICATION FOR PAYMENT SCHEDULE

Item 9.

Spec. Section	Pay Application #20	Scheduled Value	Work Previous Application	Completed This Application	Materials Presently Stored	Total Completed & Stored to Date	% Complete	Balance	
								To	Finish
		W/Double Tees							
3460	Precast Non-Architectural Wall Panels	\$ 456,850	452,224.00	0.00	0.00	452,224.00	99%	4,626.00	
5100	Structural Metals, Misc Metals and Handrail	\$ 7,820	7,296.00	0.00	0.00	7,296.00	93%	524.00	
5500	Access Hatches	\$ 279,400	202,875.00	56,981.00	0.00	259,856.00	93%	19,544.00	
7535	Fully Adhered Membrane Roofing & Sheet Metal	\$ 1,600	1,600.00	0.00	0.00	1,600.00	100%	0.00	
7900	Joint Sealant	\$ 22,540	22,540.00	0.00	0.00	22,540.00	100%	0.00	
8110	Hollow Metal Doors, Frames and Hardware	\$ 299,000	258,500.00	10,000.00	0.00	268,500.00	90%	30,500.00	
9960	Painting	\$ 3,690	0.00	0.00	0.00	0.00	0%	3,690.00	
10400	Identifying Devices	\$ 212,600	204,274.04	8,325.96	0.00	212,600.00	100%	0.00	
11213	Vertical Non-Clog Solids Handling Pumps	\$ 143,100	128,990.45	0.00	0.00	128,990.45	90%	14,109.55	
11214	Vertical Turbine Pumps	\$ 17,400	17,400.00	0.00	0.00	17,400.00	100%	0.00	
11311	Submersible Centrifugal Pumps	\$ 36,400	36,400.00	0.00	0.00	36,400.00	100%	0.00	
11312	Replace Vaughan Chopper Pump	\$ 54,750	54,750.00	0.00	0.00	54,750.00	100%	0.00	
11316	Progressive Cavity Pumps	\$ 96,560	96,560.00	0.00	0.00	96,560.00	100%	0.00	
11321	Grit Separation Equipment	\$ 428,500	428,500.00	0.00	0.00	428,500.00	100%	0.00	
11351	Clarifier Equipment - Suction Type Clarifier	\$ 135,840	135,840.00	0.00	0.00	135,840.00	100%	0.00	
11365	Gravity Actuated Rotary Distributor	\$ 345,600	345,600.00	0.00	0.00	345,600.00	100%	0.00	
11366	Trickling Filter Media	\$ 650,000	483,118.19	0.00	0.00	483,118.19	74%	166,881.81	
11372	Blower Allowance	\$ 4,630	4,630.00	0.00	0.00	4,630.00	100%	0.00	
11372	Blower System (Positive Displacement w/ Enclosure)	\$ 82,900	25,000.00	14,475.00	0.00	39,475.00	48%	43,425.00	
11374	Fine Pore Membrane Aeration Equipment	\$ 6,800	6,800.00	0.00	0.00	6,800.00	100%	0.00	
11376	Hybrid Blower System	\$ 185,300	185,300.00	0.00	0.00	185,300.00	100%	0.00	
13126	Circular Tank Covers	\$ 266,500	266,500.00	0.00	0.00	266,500.00	100%	0.00	
13262	Long Term Storage Mixing System	\$ 140,000	140,000.00	0.00	0.00	140,000.00	100%	0.00	
13263	ATAD Equipment Replacement	\$ 29,850	29,850.00	0.00	0.00	29,850.00	100%	0.00	
13263	ATAD Equipment Installation	\$ 900	900.00	0.00	0.00	900.00	100%	0.00	
13320	Blower Master Control Panel	\$ 10,500	10,500.00	0.00	0.00	10,500.00	100%	0.00	
13890	Slide Gates	\$ 31,200	31,200.00	0.00	0.00	31,200.00	100%	0.00	
13900	Fiberglass Baffles and Weir Plates	\$ 9,200	9,200.00	0.00	0.00	9,200.00	100%	0.00	
14620	Portable Hoist	\$ 307,200	299,199.51	1,500.00	0.00	300,699.51	98%	6,500.49	
15060	Process Piping - Materials	\$ 172,800	164,500.00	1,500.00	0.00	166,000.00	96%	6,800.00	
15060	Process Piping - Labor	\$ 744,040	744,040.00	0.00	0.00	744,040.00	100%	0.00	
15100	Valves - Materials	\$ 1,600	1,100.00	250.00	0.00	1,350.00	84%	250.00	
15130	Gauges	\$ 11,600	8,000.00	1,000.00	0.00	9,000.00	78%	2,600.00	
15140	Pipe Supports and Anchors	\$ 34,500	34,500.00	0.00	0.00	34,500.00	100%	0.00	
15150	Stainless Steel Manways w/ Blind Flanges	\$ 14,800	13,400.00	0.00	0.00	13,400.00	91%	1,400.00	
15250	Plumbing	\$ 97,800	95,300.00	0.00	0.00	95,300.00	97%	2,500.00	
15500	HVAC								

Contractor: Magney Construction, Inc.  
 Owner: City of Marshall, MN  
 Project: Wastewater Treatment Facility Improvements  
 MI Project No. T22.115360

Date of Application:  
 Work Completed Through:

APPLICATION FOR PAYMENT SCHEDULE

Item 9.

Spec. Section	Pay Application #20 Description of Work	Scheduled Value	Work		Completed This Application	Materials Presently Stored	Total Completed & Stored to Date	% Complete	Balance	
			Previous Application	Application					To Finish	Finish
16010	Electrical - Mobilization, Permits and Job Overhead	\$ 100,000	94,500.00	0.00	0.00	94,500.00	95%	5,500.00		
16100	Basic Materials and Methods	\$ 260,575	218,358.00	65,000.00	0.00	283,358.00	109%	-22,783.00		
16150	Motors	\$ 20,000	15,800.00	0.00	0.00	15,800.00	79%	4,200.00		
16400	Electrical Distribution	\$ 83,000	73,005.00	0.00	0.00	73,005.00	88%	9,995.00		
16900	Starters and Motor Control Centers	\$ 463,000	459,743.00	20,000.00	0.00	479,743.00	104%	-16,743.00		
16950	Instrumentation and Controls	\$ 958,165	205,400.00	0.00	0.00	205,400.00	21%	752,765.00		
<b>16990</b>	<b>Computer Allowance</b>	<b>\$ 50,000</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0%</b>	<b>50,000.00</b>		
	<b>Totals</b>	<b>14,074,300.00</b>	<b>12,360,316.95</b>	<b>308,272.40</b>	<b>0.00</b>	<b>12,668,589.35</b>	<b>90%</b>	<b>1,405,710.65</b>		
		0.00								
	Original Contract amount		14,074,300.00							
	Change Orders to date		0.00							
	Revised Contract amount		14,074,300.00							
	Value completed to date		12,668,589.35							
	Materials stored on site		0.00							
	Total Earned to date		12,668,589.35							
	Amount retained		633,429.47							
	Amount previously paid		11,900,838.82							
	<b>Amount due this Payment</b>		<b>134,321.06</b>							

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Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)
Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Marshall
Wastewater Treatment Facility
Bob Van Moer, Wastewater Superintendent
600 Erie Street
Marshall, MN 56258

April 27, 2021
Project No: T22.115360
Invoice No: 0267813
Client Account: MARS

Marshall/WWTF Improvements

Marshall WWTF Improvement

Professional Services per Agreement from March 20, 2021 through April 16, 2021:

Construction Services (004)

Professional Services

Table with 3 columns: Description, Hours, Amount. Includes rows for Project Management, Meetings/Hearing/Presentation, Contract Admin/Construction Engineering, Construction Observation, Construction Staking, Grant/Funding Application, and Totals.

Table with 4 columns: Billing Limits, Current, Prior, To-Date. Includes rows for Total Billings, Limit, and Remaining.

Total this Task \$20,912.50

Total this Invoice \$20,912.50

VENDOR # 0724
INVOICE # 0267813
\$ AMOUNT 20912.50
DATE 4-27-21
ACCT & PROJ # 602-49500-55120 W13
DESCRIPTION WWTF IMPROV.
SIGNATURE [Signature]

<b>Meeting Date:</b>	Tuesday, May 11, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Set Public Hearing Date for MS4 Permit Program Summary of the 2020 Activities.
<b>Background Information:</b>	<p>As per the requirements of the federally mandated MS4 Permit Program, a public hearing must be held regarding the program. The public hearing will include a review of the City's MS4 program and a summary of the 2020 activities. The meeting will include an open forum for answering questions from the general public.</p> <p>Topics addressed by the MS4 program include the following:</p> <ul style="list-style-type: none"> <li>- Storm Water Pollution Prevention Program</li> <li>- Public Education and Outreach on Storm Water Impacts</li> <li>- Public Participation/Involvement</li> <li>- Illicit Discharge Detection and Elimination</li> <li>- Construction Site Storm Water Runoff Control</li> <li>- Post Construction Storm Water Management for New Development &amp; Redevelopment</li> <li>- Pollution Prevention/Good Housekeeping for Municipal Operations</li> </ul>
<b>Fiscal Impact:</b>	None.
<b>Alternative/Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that City Council schedule a public hearing for Tuesday, June 15, 2021, regarding the MS4 Permit Program and a Summary of the 2020 Activities.

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, May 11, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Out of State Travel Request
<b>Background Information:</b>	<p>In 2020, the Southwest Chemical Assessment Team (CAT) transitioned into the Marshall Fire Department. The team currently consists of twelve members. Seven firemen are in the process of completing the NFPA 472 HAZMAT training to be certified as a technician and in operations. Captain Brian Swalboski and Lieutenant Jordy Beek have provided leadership during this transition.</p> <p>At the encouragement of our State Fire Marshal’s Office, Brian and Jordy applied for training at the Security and Emergency Response Training Center (SERTC) and have been accepted. The training is PER-292 Leadership &amp; Management of Surface Transportation Incidents. The expenses of the course, airfare, lodging, and vehicle rental is covered by the DHS/FEMA. Any other expenses associated with training will be covered by the grant for the CAT team.</p> <p>The objectives of the training will be to prepare the participants for leadership and management of flammable/combustible liquid, hazardous materials or WMD/IED involving surface transportation. Participants will be required to complete proficiency requirements in NIMS/ICS documentation and produce Incident Action Plans that incorporate hands-on, scenario-based activities. Participants will learn how to conduct site surveys and risk assessments and to identify federal agencies that could potentially respond. Participants will be challenged with in-depth planning and decision-making processes relevant to real-world emergencies that are pertinent to our community.</p>
<b>Fiscal Impact:</b>	All expenses are covered or reimbursed through DHS/FEMA and the CAT grant
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	Approve the request for Out of State Travel for the Southwest MN CAT Team members.



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 11, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval Declaration of Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds
<b>Background Information:</b>	This resolution will allow the City in the future to reimburse for this phase of the pool project with bond proceeds if the project continues in the future. When/If the bonding process begins, council will have the option to include these costs for the project total cost and bond for the entire project amount.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	Approve Declaration of Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds

**RESOLUTION NUMBER 21-038**

**DECLARATION OF OFFICIAL INTENT  
REGARDING THE REIMBURSEMENT OF EXPENDITURES  
WITH THE PROCEEDS OF TAX-EXEMPT BONDS**

WHEREAS, under regulations adopted by the Secretary of the Treasury of the United States of America, the City of Marshall, Minnesota (the "City") is required to make a declaration of its official intent prior to making a capital expenditure, if it intends to be reimbursed for such capital expenditure at a future date from the proceeds of a tax-exempt bond; and

WHEREAS, the City intends to make capital expenditures with respect to the project described below and also intends to reimburse the fund or account described below from which the capital expenditure will be initially paid from the proceeds of an issue of tax-exempt bonds issued at a future date.

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

1. A general description of the project for which the expenditures to be reimbursed are paid is set forth below:

**Marshall Aquatic Center Replacement** – The Marshall Aquatic Center is in need of a replacement. Currently the pool is not ADA compliant and is losing thousands of gallons of water daily. The replacement would bring the pool into ADA compliance and be an attraction from surrounding communities bringing patrons into Marshall. This phase of the replacement is for design, architecture, and engineering services. Cost for this phase is approximately 193,200.

2. The fund or account from which the expenditures to be reimbursed are to be paid and the general functional purpose of the fund or account is set forth below:

Capital Improvements Projects Fund

3. The City reasonably expects to reimburse the expenditures referred to above with the proceeds of tax-exempt bonds.
4. This statement of the official intent of the City is a declaration of official intent under the regulations adopted by the Secretary of the Treasury of the United States of America.

Passed and adopted by the City Council this 8<sup>th</sup> day of May 2021.

ATTEST:

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

\_\_\_\_\_  
Mayor

This Instrument Drafted By: Annette Storm; Director of Administrative Services



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 11, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval of Resolution Authorizing Transfer of Funds from Fund 101 (General Fund) to Capital Project Fund
<b>Background Information:</b>	See Resolution
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	Approve Resolution Authorizing Transfer of Funds from Fund 101 (General Fund) to Capital Project Fund

RESOLUTION NUMBER 21-039

RESOLUTION AUTHORIZING TRANSFER OF FUNDS FROM FUND 101 TO A CAPITAL  
PROJECT FUND

WHEREAS, the City Council approved an agreement (pending legal review) with Stockwell Engineers for Phase 1 Design, Architecture and Engineering Services for the Marshall Aquatic Center; and

WHEREAS, the agreement amount is not to exceed 193,200; and.

WHEREAS, funding for this project isn't expected to occur until 2022 with the possible use of bond proceeds.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Marshall authorizes the transfer of 250,000 from general fund reserves into a capital project fund to finance Phase 1 of the Marshall Aquatic Replacement Project.

Passed and adopted by the City Council this 11<sup>th</sup> day of May 2021.

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Robert J. Byrnes  
Mayor of the City of Marshall

ATTEST:

---

Kyle Box  
City Clerk

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, May 11, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of a Temporary 3.2 Percent Malt Liquor Licenses for the Marshall Baseball Association.
<b>Background Information:</b>	The Marshall Baseball Association has applied for a Temporary 3.2 Percent Malt Liquor License at Legion Field from May 1, 2021 to August 31, 2021.
<b>Fiscal Impact:</b>	The fee for these licenses is \$50.00 per month. The application for Legion Field is for four (4) months.
<b>Alternative/ Variations:</b>	None Recommended
<b>Recommendations:</b>	That the Council approve a Temporary 3.2 Percent Malt Liquor License for the Marshall Baseball Association to use at Legion Field from May 11, 2021 to August 31, 2021 at a fee of \$200.00.



# MARSHALL

CULTIVATING THE BEST IN US

Temporary 3.2 % Intoxicating  
Liquor Application  
\$30/Day (3 Day Max)  
\$50/Month (6 Month Max)

TO COMPLY WITH THE CITY CODE OF THE CITY OF MARSHALL, MINNESOTA, REGULATING 3.2 PERCENT MALT LIQUOR LICENSE

Name of Applicant: Russell Davin Sarred  
(First) (Middle) (Last)

Date of Birth: 4-25-1953 US Citizen  Yes  No

Home Address: 508 Bladholm Av  
(Street)

Marshall Mn 56258  
(City) (State) (Zip Code)

Phone Number: 507-537-1788 - 507-828-4647

Name of Club/  
Organization: Marshall A's Baseball Assn  
(Name)

Address: 508 Bladholm Av  
(Street)

Marshall Mn 56258  
(City) (State) (Zip Code)

Club/Organization Phone Number: 507-828-4641

LOCATION WHERE LICENSE WILL BE USED:

Legion Field - Marshall Minn

Russell Sarred  
Signature of Applicant

4/30/21  
Date

Office of City Clerk  
344 West Main Street - Marshall, MN 56258  
(507) 537-6775  
www.ci.marshall.mn.us



Pursuant to Minnesota Statute MS 270.72 Tax Clearance; Issuance of Licenses, the licensing authority is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the social security number of each license applicant.

Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we are required to advise you of the following regarding the use of this information:

1. This information may be used to deny the issuance, renewal or transfer of your license in the event you owe the Minnesota Department of Revenue delinquent taxes, penalties or interest;
2. Upon receiving this information, the licensing authority will supply it only to the Minnesota Department of Revenue. However, under the Federal Exchange of Information Agreement the Department of Revenue may supply this information to the Internal Revenue Service;
3. Failure to Supply this information may jeopardize or delay the processing of your licensing issuance or renewal application.

Please supply the following information and return along with your application to the agency issuing the license. DO NOT RETURN TO THE DEPARTMENT OF REVENUE.

LICENSE BEING APPLIED FOR OR RENEWED: Temporary 3.2 Lic

LICENSING AUTHORITY : CITY OF MARSHALL  
(name of city, county or state agency issuing license)

LICENSE RENEWAL DATE: 5/1/2021

PERSONAL INFORMATION (if applicable):  
Applicant's Name: Russell Sawan

Applicant's Address: 508 Marshall Min 56258 507-828-4647  
City State Zip Code Phone Number

Social Security Number 470-56-1903

BUSINESS INFORMATION (if applicable):  
Business Name: Marshall's Baseball Assn  
Business Address: 508 Barthelm Ave Marshall Min  
Street Address City State Zip Code

Phone Number: 507-828-4647

Minnesota Tax Identification 2056727

Federal Tax Identification No.: 41-1593805

If a Minnesota Tax Identification Number is not required, please explain on the reverse side.

Russell Sawan Secretary/Commissioner  
Signature Position (Officer, Partner, etc.) Date

**Certificate of Compliance  
Minnesota Workers' Compensation Law**

PRINT IN INK or TYPE

Minnesota Statutes, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in any activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Chapter 176. The required workers' compensation insurance information is the name of the insurance company, the policy number, and the dates of coverage, or the permit to self-insure. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

**A valid workers' compensation policy must be kept in effect at all times by employers as required by law.**

BUSINESS NAME (Individual name only if no company name used)

LICENSE OR PERMIT NO (if applicable)

Marshall Busell Associates

DBA (doing business as name) (if applicable)

508 Bladholm Ave Marshall MN 52258

**YOUR LICENSE OR CERTIFICATE WILL NOT BE ISSUED WITHOUT THE FOLLOWING INFORMATION.**

**You must complete number 1, 2 or 3 below.**

**NUMBER 1 COMPLETE THIS PORTION IF YOU ARE INSURED:**

INSURANCE COMPANY NAME (not the insurance agent)

SFM

WORKERS' COMPENSATION INSURANCE POLICY NO.

EFFECTIVE DATE

EXPIRATION DATE

**NUMBER 2 COMPLETE THIS PORTION IF SELF-INSURED:**

I have attached a copy of the permit to self insure.

**NUMBER 3 COMPLETE THIS PORTION IF EXEMPT:**

I am not required to have workers' compensation insurance coverage because:

I have no employees.

I have employees but they are not covered by the workers' compensation law. (See Minn. Stat. § 176.041 for a list of excluded employees.) Explain why your employees are not covered: \_\_\_\_\_

Other: \_\_\_\_\_

**ALL APPLICANTS COMPLETE THIS PORTION:**

**I certify that the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify that I am authorized to sign on behalf of the business.**

APPLICANT SIGNATURE (mandatory)

TITLE

DATE

Russell [Signature] Secretary/Cambrian MN 4/30/2021

**NOTE: If your Workers' Compensation policy is cancelled within the license or permit period, you must notify the agency who issued the license or permit by resubmitting this form.**

This material can be made available in different forms, such as large print, Braille or on a tape. To request, call 1-800-342-5354 (DIAL-DLI) Voice or TDD (651) 297-4198.

MN LIC 04 (11/08)



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 11, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of a Temporary On-Sale Intoxicating Liquor License for Knights of Columbus for May 21, 2021.
<b>Background Information:</b>	Attached is an application for a Temporary On-Sale Liquor License for Knights of Columbus for May 21, 2021 to use at Lyon County Fairgrounds, 504 Fairgrounds Rd, Marshall, MN.
<b>Fiscal Impact:</b>	Waived (Paid for at a previous event that was canceled)
<b>Alternative/ Variations:</b>	Not acknowledge this permit.
<b>Recommendations:</b>	To approve a Temporary On-Sale Liquor License for the Knights of Columbus for May 21, 2021 to use at Lyon County Fairgrounds, 504 Fairgrounds Rd, Marshall, MN.



**Minnesota Department of Public Safety**  
**Alcohol and Gambling Enforcement Division**  
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101  
 651-201-7507 Fax 651-297-5259 TTY 651-282-6555  
**APPLICATION AND PERMIT FOR A 1 DAY**  
**TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization: Holy Redeemer Council 11621 KofC      Date organized: 4/1/1912 (National)      Tax exempt number: [REDACTED]  
 Address: Po Box 1105      City: Marshall      State: MN      Zip Code: 56258  
 Name of person making application: Mike Oney      Business phone: [REDACTED]      Home phone: (507) 828-0517  
 Date(s) of event: 5/21/21      Type of organization:  Microdistillery  Small Brewer  
     Club  Charitable  Religious  Other non-profit  
 Organization officer's name: Mike Grubot (Grand Knight)      City: Marshall      State: MN      Zip Code: 56258  
 Organization officer's name: Kevin Grubot (Deputy Grand Knight)      City: Marshall      State: MN      Zip Code: 56258  
 Organization officer's name: Mike Oney (Financial Secretary)      City: Marshall      State: MN      Zip Code: 56258

Location where permit will be used. If an outdoor area, describe.  
Lyon County Fairgrounds - Holy Redeemer Food Stand. Food stand is enclosed, but we will also have seating outside to allow social distancing.

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

**APPROVAL**

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

City of Marshall      Date Approved: 5/21/21  
 City or County approving the license  
\$30.00      Permit Date: 4/28/21  
 Fee Amount  
4/28/21      Date Fee Paid  
 Date Fee Paid  
Kyle box @ci.marshall.mn.us      City or County E-mail Address  
507-537-6775      City or County Phone Number  
Kyle Box, City Clerk      Please Print Name of City Clerk or County Official

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

**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.**  
**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY**  
**CITY/COUNTY TO AGC TEMPORARY APPLICATION@STATE.MN.US**



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 11, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of a Temporary On-Sale Intoxicating Liquor License for SMSU Foundation.
<b>Background Information:</b>	Attached is an application for a Temporary On-Sale Liquor License for the SMSU Foundation to use at SMSU RA Facility, 1501 State St., June 5, 2021.
<b>Fiscal Impact:</b>	\$30.00/day
<b>Alternative/ Variations:</b>	None recommended
<b>Recommendations:</b>	To approve a Temporary On-Sale Liquor License for the SMSU Foundation to use at SMSU RA Facility, 1501 State St., June 5, 2021



Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement Division  
445 Minnesota Street, Suite 1600, St. Paul, MN 55101  
651-201-7507 Fax 651-297-5259 TTY 651-282-6555  
**APPLICATION AND PERMIT FOR A 1 DAY  
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date organized	Tax exempt number	
Southwest Minnesota State University		10-17-1963	[REDACTED]	
Address	City	State	Zip Code	
1501 State Street	Marshall	MN	56258	
Name of person making application		Business phone	Home phone	
Stacy Frost		507/ 537-6483	507/ 829-7106	
Date(s) of event	Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer			
June 5, 2021	<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit			
Organization officer's name	City	State	Zip Code	
Jerry Bly	Marshall	MN	56258	
Organization officer's name	City	State	Zip Code	
		MN		
Organization officer's name	City	State	Zip Code	
		MN		

Location where permit will be used. If an outdoor area, describe.  
SMSU - RA Facility

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.  
North Risk Partners 2,000,000/2,000,000

**APPROVAL**

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

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official

Please Print Name of City Clerk or County Official

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

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

**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY COUNTY TO [AGE.TEMPORARYAPPLICATION@STATE.MN.US](mailto:AGE.TEMPORARYAPPLICATION@STATE.MN.US)**



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 11, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider a LG214 Premises Permit Application for the Marshall Amateur Hockey Association.
<b>Background Information:</b>	Attached is an application for Premises Permit for the Marshall Amateur Hockey Association (MAHA). MAHA has requested to have its gambling operations at the Fairway Restaurant/ Marshall Golf Club.
<b>Fiscal Impact:</b>	There is no City fee for this permit.
<b>Alternative/ Variations:</b>	Not acknowledge this permit.
<b>Recommendations:</b>	BE IT RESOLVED, that the City Council hereby (1) acknowledges the receipt of LG214 Premises Permit Application and (2) authorizes and directs the appropriate city personnel to complete and sign the LG214 Premises Permit Application on behalf of the City of Marshall.

**REQUIRED ATTACHMENTS TO LG214**

- 1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
- 2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to **"State of Minnesota."**

**Mail the application and required attachments to:**  
Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

**Questions?** Call 651-539-1900 and ask for Licensing.

**ORGANIZATION INFORMATION**

Organization Name: Marshall Amateur Hockey Association License Number: [REDACTED]  
Chief Executive Officer (CEO) Josh Johnson Daytime Phone: (507)828-7084  
Gambling Manager: Rachel Holmgren Daytime Phone: (507)828-7531

**GAMBLING PREMISES INFORMATION**

Current name of site where gambling will be conducted: The Fairway Restaurant/Marshall Golf Club

List any previous names for this location:

Street address where premises is located: 800 Country Club Drive  
(Do not use a P.O. box number or mailing address.)

City: <u>Marshall</u>	<b>OR</b> Township:	County: <u>Lyon</u>	Zip Code: <u>56258</u>
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Does your organization own the building where the gambling will be conducted?  
 Yes  No **If no, attach LG215 Lease for Lawful Gambling Activity.**

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site?  Yes  No  Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site?  Yes  No  Don't know

**GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA**

Bank Name: [REDACTED] Bank Account Number: [REDACTED]  
Bank Street Address: [REDACTED] City: [REDACTED] State: **MN** Zip Code: [REDACTED]

**ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES**

Address (Do not use a P.O. box number):	City:	State:	Zip Code:
<u>[REDACTED]</u>	<u>MARSHALL</u>	<u>MN</u>	<u>56258</u>
<u>[REDACTED]</u>	<u>MARSHALL</u>	<u>MN</u>	<u>56258</u>

**ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION**

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

City Name: MARSHALL, MN

Date Approved by City Council: \_\_\_\_\_

Resolution Number: \_\_\_\_\_  
(If none, attach meeting minutes.)

Signature of City Personnel: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

**Local unit of government  
must sign.**

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

County Name: \_\_\_\_\_

Date Approved by County Board: \_\_\_\_\_

Resolution Number: \_\_\_\_\_  
(If none, attach meeting minutes.)

Signature of County Personnel: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

TOWNSHIP NAME: \_\_\_\_\_

**Complete below only if required by the county.**  
On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

**ACKNOWLEDGMENT AND OATH**

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.</li> <li>2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.</li> <li>3. I have read this application and all information submitted to the Board is true, accurate, and complete.</li> <li>4. All required information has been fully disclosed.</li> <li>5. I am the chief executive officer of the organization.</li> </ol> | <ol style="list-style-type: none"> <li>6. I assume full responsibility for the fair and lawful operation of all activities to be conducted.</li> <li>7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.</li> <li>8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect.</li> <li>9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.</li> <li>10. I understand the fee is non-refundable regardless of license approval/denial.</li> </ol> |
|--|---|

\_\_\_\_\_  
**Signature of Chief Executive Officer (designee may not sign)** \_\_\_\_\_  
Date

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

<b>Meeting Date:</b>	Tuesday, May 11, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of the bills/project payments
<b>Background Information:</b>	Staff encourages the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	The following bills and project payments be authorized for payment.



Marshall, MN

# Council Check Report

By Vendor Name

Date Range: 04/28/2021 - 05/07/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP-REG AP</b>						
0527	3D SPECIALTIES, INC.	04/30/2021	EFT	0.00	170.05	6610
5813	ACE HOME & HARDWARE	04/30/2021	Regular	0.00	13.59	118834
4629	ACTION MANUFACTURING INC	04/30/2021	EFT	0.00	254.32	6611
0548	ACTION SPORTS INC	04/30/2021	EFT	0.00	86.13	6612
0560	AFSCME COUNCIL 65	04/30/2021	EFT	0.00	1,327.10	6613
6412	AG PLUS COOPERATIVE	04/30/2021	EFT	0.00	296.06	6614
0578	AMAZON CAPITAL SERVICES	04/30/2021	EFT	0.00	1,544.66	6615
5837	ANDERSON, JASON	04/30/2021	EFT	0.00	80.00	6616
0629	ARNOLD MOTOR SUPPLY	04/30/2021	Regular	0.00	6.46	118835
5447	ARTISAN BEER COMPANY	04/30/2021	Regular	0.00	259.80	118836
5702	B & H PHOTO & ELECTRONICS CORP	04/30/2021	EFT	0.00	549.27	6617
5327	BAUMANN, ADAM	04/30/2021	EFT	0.00	30.00	6618
0688	BELLBOY CORPORATION	04/30/2021	EFT	0.00	6,312.47	6619
0689	BEND RITE FABRICATION INC	04/30/2021	Regular	0.00	124.50	118837
6471	BERGANKDV LTD	04/30/2021	EFT	0.00	20,000.00	6620
0699	BEVERAGE WHOLESALERS	04/30/2021	Regular	0.00	38,160.09	118838
0704	BIKE SHOP	04/30/2021	Regular	0.00	18.99	118839
6482	BLOMBERG, GRANT	04/30/2021	Regular	0.00	286.00	118840
0724	BOLTON & MENK INC	04/30/2021	EFT	0.00	27,910.00	6621
0018	BORDER STATES ELECTRIC SUPPLY	04/30/2021	EFT	0.00	134.71	6622
4506	BOT, JOSEPH	04/30/2021	EFT	0.00	696.00	6623
6231	BOX, KYLE	04/30/2021	EFT	0.00	30.00	6624
4457	BREAKTHRU BEVERAGE	04/30/2021	Regular	0.00	4,403.47	118841
3568	BRUNSVOLD, QUENTIN	04/30/2021	EFT	0.00	30.00	6625
0378	BUYSSE, JASON	04/30/2021	EFT	0.00	30.00	6626
0380	CALLENS, DAVID	04/30/2021	EFT	0.00	30.00	6627
0815	CATTOOR OIL COMPANY INC	04/30/2021	EFT	0.00	224.01	6628
0818	CAUWELS, ROGER	04/30/2021	EFT	0.00	30.00	6629
6405	CELLEBRITE INC	04/30/2021	EFT	0.00	4,300.00	6630
6402	CENTRAL UNIFIED TECHNOLOGY	04/30/2021	Regular	0.00	48,560.00	118843
0875	COMPUTER MAN INC	04/30/2021	EFT	0.00	144.00	6631
0384	COUDRON, DEAN	04/30/2021	EFT	0.00	30.00	6632
0934	D & G EXCAVATING INC	04/30/2021	EFT	0.00	3,387.50	6633
6537	DEHN, JESSIE	04/30/2021	EFT	0.00	70.00	6634
6472	DEUTZ, LAUREN	04/30/2021	EFT	0.00	80.00	6635
5731	DOLL DISTRIBUTING	04/30/2021	EFT	0.00	11,995.98	6636
6771	ECHO GRANITE WORKS, INC	04/30/2021	Regular	0.00	690.00	118844
6700	EYEMED VISION CARE	04/30/2021	Regular	0.00	420.76	118845
1090	FASTENAL COMPANY	04/30/2021	EFT	0.00	380.42	6637
4805	FURTHER	04/30/2021	Bank Draft	0.00	9,532.33	DFT0000810
6770	GALLAGHER BENEFIT SERVICES, INC	04/30/2021	Regular	0.00	902.50	118847
1193	GOPHER	04/30/2021	Regular	0.00	174.85	118848
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	04/30/2021	Regular	0.00	434.84	118849
1201	GRAINGER INC	04/30/2021	EFT	0.00	178.00	6638
1215	GREENWOOD NURSERY	04/30/2021	Regular	0.00	17,730.00	118850
1243	HARDWARE HANK	04/30/2021	EFT	0.00	261.84	6639
1247	HARTS HEATING & REFRIGERATION INC	04/30/2021	Regular	0.00	397.00	118851
1256	HAWKINS INC	04/30/2021	Regular	0.00	5,799.70	118852
6430	HEARTLAND ELECTRIC, INC	04/30/2021	Regular	0.00	1,214.33	118853
5515	HOFFMANN, RYAN	04/30/2021	EFT	0.00	30.00	6640
1280	HP INC	04/30/2021	Regular	0.00	1,456.14	118854
1325	ICMA RETIREMENT TRUST #300877	04/30/2021	Regular	0.00	50.00	118855
1358	INTERNAL REVENUE SERVICE	04/30/2021	Bank Draft	0.00	26,320.66	DFT0000814
1358	INTERNAL REVENUE SERVICE	04/30/2021	Bank Draft	0.00	24,845.32	DFT0000815

Council Check Report

Date Range: 04/28/2021 - 05/07/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1358	INTERNAL REVENUE SERVICE	04/30/2021	Bank Draft	0.00	8,092.42	DFT0000816
6540	INTERNATIONAL CHEMTEX, LLC	04/30/2021	EFT	0.00	948.51	6641
1399	JOHNSON BROTHERS LIQUOR COMPANY	04/30/2021	Regular	0.00	10,034.53	118856
1412	JWC ENVIRONMENTAL	04/30/2021	Regular	0.00	29,947.43	118859
0450	KOPITSKI, JASON	04/30/2021	EFT	0.00	30.00	6642
5377	KRUK, CHRISTOPHER	04/30/2021	EFT	0.00	30.00	6643
4511	KRUSE BUICK PONTIAC GMC, INC	04/30/2021	Regular	0.00	562.83	118860
4140	KRUSE FORD-LINCOLN-MERCURY, INC	04/30/2021	Regular	0.00	772.47	118861
5138	L & A SYSTEMS, LLC	04/30/2021	EFT	0.00	18,274.41	6644
1480	LAW ENFORCEMENT LABOR SERVICE INC	04/30/2021	EFT	0.00	1,270.00	6645
1483	LEAGUE OF MINNESOTA CITIES INS TRUST	04/30/2021	Regular	0.00	780.00	118862
6183	LEE, JERRED	04/30/2021	EFT	0.00	30.00	6646
5606	LEGALSHIELD	04/30/2021	Regular	0.00	101.65	118863
5363	LEXIPOL, LLC	04/30/2021	EFT	0.00	3,137.00	6647
1507	LOCHER BROTHERS INC	04/30/2021	EFT	0.00	402.42	6648
1508	LOCKWOOD MOTORS INC.	04/30/2021	Regular	0.00	895.99	118864
6323	LUTHER, ERIC	04/30/2021	EFT	0.00	111.86	6649
1531	LYON COUNTY AUDITOR-TREASURER	04/30/2021	EFT	0.00	275,816.00	6650
1545	LYON COUNTY HIGHWAY DEPARTMENT	04/30/2021	EFT	0.00	8,250.53	6651
1548	LYON COUNTY LANDFILL	04/30/2021	EFT	0.00	146.18	6652
1565	MACQUEEN EQUIPMENT INC.	04/30/2021	EFT	0.00	82.79	6653
1571	MADISON NATIONAL LIFE INSURANCE COMPANY	04/30/2021	EFT	0.00	1,050.98	6654
6768	MARSHALL AREA YOUTH WRESTLING	04/30/2021	Regular	0.00	25.00	118865
1616	MARSHALL CONVENTION & VISITORS BUREAU	04/30/2021	EFT	0.00	15,608.90	6655
0460	MARSHALL JAMES	04/30/2021	EFT	0.00	80.00	6656
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	04/30/2021	EFT	0.00	1,187.09	6657
6025	MELLENTHIN, CODY	04/30/2021	EFT	0.00	30.00	6658
4980	MENARDS INC	04/30/2021	Regular	0.00	3,035.36	118866
3971	MEULEBROECK, ANDY	04/30/2021	EFT	0.00	30.00	6659
3669	MINNESOTA STATE RETIREMENT SYSTEM	04/30/2021	Bank Draft	0.00	7,515.80	DFT0000812
1757	MN CHILD SUPPORT PAYMENT CENTER	04/30/2021	Bank Draft	0.00	356.25	DFT0000808
1757	MN CHILD SUPPORT PAYMENT CENTER	04/30/2021	Bank Draft	0.00	287.49	DFT0000809
6440	MN PEIP-C/O MMB FISCAL SVC	04/30/2021	Regular	0.00	153,951.54	118867
1818	MN REVENUE	04/30/2021	Bank Draft	0.00	11,470.79	DFT0000817
1823	MN SPORTS FEDERATION	04/30/2021	Regular	0.00	33.00	118873
1877	MOTION INDUSTRIES INC	04/30/2021	Regular	0.00	23.83	118874
2512	NATIONWIDE RETIREMENT	04/30/2021	Bank Draft	0.00	200.00	DFT0000803
2513	NATIONWIDE RETIREMENT-FIRE	04/30/2021	Bank Draft	0.00	43.65	DFT0000804
1923	NCPERS MN GROUP LIFE INS.	04/30/2021	EFT	0.00	352.00	6660
1945	NORMS GTC	04/30/2021	Regular	0.00	873.21	118875
1986	NORTH CENTRAL INTERNATIONAL, INC	04/30/2021	EFT	0.00	182.88	6661
1946	NORTH CENTRAL LABS	04/30/2021	EFT	0.00	232.53	6662
5891	ONE OFFICE SOLUTION	04/30/2021	EFT	0.00	90.98	6663
3809	O'REILLY AUTOMOTIVE STORES, INC	04/30/2021	EFT	0.00	127.29	6664
6132	ORMBERG, JASON	04/30/2021	Regular	0.00	109.99	118877
3597	PAAPE DISTRIBUTING CO	04/30/2021	EFT	0.00	3,755.00	6665
2028	PERA OF MINNESOTA REG	04/30/2021	Bank Draft	0.00	51,759.35	DFT0000811
2036	PHILLIPS WINE AND SPIRITS INC	04/30/2021	Regular	0.00	5,830.11	118878
2049	PLUNKETTS PEST CONTROL INC	04/30/2021	EFT	0.00	39.09	6666
6241	POPOWSKI, ALICIA	04/30/2021	Regular	0.00	20.01	118880
2064	POWERPLAN	04/30/2021	Regular	0.00	13.65	118881
0477	PRZYBILLA, SCOTT	04/30/2021	EFT	0.00	30.00	6667
6166	PULVER MOTOR SVC, LLC	04/30/2021	EFT	0.00	750.00	6668
2096	QUARNSTROM & DOERING, PA	04/30/2021	EFT	0.00	12,155.42	6669
2112	R and G CONSTRUCTION COMPANY INC	04/30/2021	EFT	0.00	11,275.00	6670
4826	RIEKE, BENJAMIN	04/30/2021	EFT	0.00	30.00	6671
6769	RITTER, BETH	04/30/2021	Regular	0.00	335.00	118882
0481	ROKEH, JASON	04/30/2021	Regular	0.00	30.00	118883
5556	SANDGREN, KAYLYNN	04/30/2021	EFT	0.00	30.00	6672
6212	SANITATION PRODUCTS	04/30/2021	Regular	0.00	595.09	118884
2288	SMI & HYDRAULICS, INC.	04/30/2021	EFT	0.00	95.99	6673

Council Check Report

Date Range: 04/28/2021 - 05/07/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4855	SOUTHERN GLAZER'S OF MN	04/30/2021	EFT	0.00	3,442.14	6674
2318	SOUTHWEST SANITATION INC.	04/30/2021	EFT	0.00	2,373.37	6675
0491	ST AUBIN, GREGORY	04/30/2021	EFT	0.00	30.00	6676
4522	ST LOUIS MRO INC.	04/30/2021	Regular	0.00	24.50	118885
3808	STELTER, GEOFFREY	04/30/2021	Regular	0.00	30.00	118886
4134	STENSRUD, PRESTON	04/30/2021	EFT	0.00	30.00	6677
5491	STORM, ANNETTE	04/30/2021	EFT	0.00	80.00	6678
6706	SUN LIFE FINANCIAL	04/30/2021	EFT	0.00	1,609.66	6679
0495	SWANSON, GREGG	04/30/2021	Regular	0.00	30.00	118887
6588	TARGET SOLUTIONS LLC	04/30/2021	EFT	0.00	1,296.90	6681
6389	TOWNE & COUNTRY EXCAVATING LLC	04/30/2021	EFT	0.00	187,842.07	6682
6156	TRUE BRANDS	04/30/2021	EFT	0.00	75.96	6683
3342	TRUEDSON, SCOTT	04/30/2021	EFT	0.00	30.00	6684
3875	TYLER TECHNOLOGIES	04/30/2021	Regular	0.00	4,517.03	118888
2511	USA BLUE BOOK	04/30/2021	EFT	0.00	315.80	6685
3443	VALIC DEFERRED COMP	04/30/2021	Bank Draft	0.00	1,172.00	DFT0000805
3443	VALIC DEFERRED COMP	04/30/2021	Bank Draft	0.00	96.64	DFT0000806
3443	VALIC DEFERRED COMP	04/30/2021	Bank Draft	0.00	1,650.00	DFT0000807
6092	VANDERMILLEN, SCOTT	04/30/2021	EFT	0.00	80.00	6686
0512	VANLEEUEWE, SARA J.	04/30/2021	EFT	0.00	70.00	6687
0513	VANMOER, ROBERT	04/30/2021	EFT	0.00	30.00	6688
5733	VAST BROADBAND	04/30/2021	Regular	0.00	902.00	118889
4489	VERIZON WIRELESS	04/30/2021	EFT	0.00	1,314.68	6689
2538	VIKING COCA COLA BOTTLING COMPANY	04/30/2021	EFT	0.00	297.53	6690
6085	VOYA - INVESTORS CHOICE	04/30/2021	Bank Draft	0.00	1,828.24	DFT0000813
0518	WENKER, JEFFREY	04/30/2021	Regular	0.00	30.00	118890
2591	WESTERN PRINT GROUP	04/30/2021	EFT	0.00	72.25	6691
2605	WINE MERCHANTS	04/30/2021	Regular	0.00	1,380.52	118891
2632	ZIEGLER INC	04/30/2021	EFT	0.00	3,444.47	6692

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	102	47	0.00	335,987.76
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	15	15	0.00	145,170.94
EFT's	151	82	0.00	638,720.20
<b>Total</b>	<b>268</b>	<b>144</b>	<b>0.00</b>	<b>1,119,878.90</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	102	47	0.00	335,987.76
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	15	15	0.00	145,170.94
EFT's	151	82	0.00	638,720.20
	<b>268</b>	<b>144</b>	<b>0.00</b>	<b>1,119,878.90</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	4/2021	1,119,878.90
			<b>1,119,878.90</b>

CITY OF MARSHALL, MINNESOTA  
PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS

5/11/2021

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2019 Prior Payments	2020 Prior Payments	2021 Prior Payments	PYMNTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE
602-49500-55120		5/28/2019	WWTF Improvement Project	Magney Construction, Inc.	14,074,300.00	14,074,300.00	4,099,265.87	6,918,924.06	882,648.89		626,359.94	1,547,101.24	89.01%
401-43100-55130		8/13/2019	Transit ADA Bus Access Project (UCAP)(MN/DOT)	Hisken Construction Inc.	185,250.15	(2,594.95)	182,655.20	182,655.20			-	-	100.00%
630-49600-55130		9/24/2019	COE Flood Control 2019 Betterments	U.S. Army Corps of Engineers	190,000.00	190,000.00	150,483.00					39,517.00	79.20%
494-43300-55120		11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	695,744.00	5,725,944.00	3,039,722.04	2,059,347.99		286,297.20	340,576.77	94.05%
476-43300-55170		4/14/2020	S 4th St Reconstruction	R & G Construction	2,583,754.90	10,885.14	2,594,640.04	2,528,408.74			25,539.42	40,691.88	98.43%
476-43300-55170		5/28/2020	S 1st St Reconstruction	Duininck, Inc	617,136.55	5,883.75	622,820.30	562,896.42			29,626.13	30,297.75	95.14%
630-49600-55170		6/23/2020	Legion Field Storm Water Improvements-Phase 1	Towme & Country Excavating LLC	277,943.00	(2,967.25)	274,975.75	257,658.64			2,602.61	14,714.50	94.65%
630-49600-55170		9/8/2020	MERIT Center Outfall Project	Towme & Country Excavating LLC	251,297.00		251,297.00			187,842.07	9,886.43	53,568.50	78.68%
479-43300-55170		2/9/2021	N 1st St/W Redwood St/W Marshall St Reconstruction	D & G Excavating Inc.	1,051,247.90		1,051,247.90					1,051,247.90	0.00%
495-43300-55170		2/23/2021	2021 Bituminous Overlay	Duininck, Inc	625,000.00		625,000.00					625,000.00	0.00%
479-43300-55170		2/23/2021	James Ave/Camden Dr Reconstruction	Kkuechle Underground	849,244.50		849,244.50					849,244.50	0.00%
479-42400-55120		2/23/2021	Fire Station Roofing	Gag Sheet Metal, Inc.	103,800.00	1,200.00	105,000.00		74,280.00			30,720.00	70.74%
101-43300-53425		3/9/2021	2021 Chip Sealing on Various City Streets	Asphalt Preservation Company Inc.	122,134.12		122,134.12					122,134.12	0.00%
479-45200-55120		3/9/2021	Restroom Facility and Picnic Pavilion - Patriot Park	Bladhholm Construction	188,886.00		188,886.00					188,886.00	0.00%
630-49600-55170		4/13/2021	Storm Structure Outfall Improvements	R & G Construction	49,358.10		49,358.10					49,358.10	0.00%
479-43300-55170		4/13/2021	State Aid Overlay	Duininck, Inc	1,924,600.45		1,924,600.45					1,924,600.45	0.00%
					<u>28,124,152.67</u>	<u>707,950.69</u>	<u>28,832,103.36</u>	<u>4,249,748.87</u>	<u>13,490,265.10</u>	<u>187,842.07</u>	<u>980,311.73</u>	<u>6,907,658.71</u>	

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, May 11, 2021
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Adoption of Ordinance amendments related to placement shipping containers within the City and other minor miscellaneous Ordinance revisions.
<b>Background Information:</b>	<p>Last month, the City received an application for a variance to install a shipping container for the use as a permanent storage. The Ordinance prohibits using shipping containers as accessory buildings (Sec. 86-163 (10) or permanent storages (Sec. 86-248 (f) in Business and Residential zoning districts but permits them in Industrial Districts. The State Statutes and the City Ordinance require the presence of Statute defined “practical difficulties” for the variance to be granted. These practical difficulties were absent in this case and the Council denied the request.</p> <p>Provisions prohibiting shipping containers was added to the City Ordinance in 2013 as a part of multiple revisions to the Performance Standards. This provision was triggered in part at that time by a bright green shipping container installed at Sara Circle next to the house and ensuing complaint. It was determined that shipping containers do not meet building codes and do not fit into the typical city environment, which may lead to a reduction in surrounding properties’ values. Provisions prohibiting shipping containers were not controversial at that time and it was hardly discussed at the meetings, even though the changes went through the Planning Commission, Legislative and Ordinance Committee, and the City Council, some of them several times.</p> <p>In light of the latest request for a variance to install a shipping container as a permanent storage, the Council requested City staff do some research. It was brought up that there are many shipping containers placed around the City for storage use with no granted variances or even variance requests. After thorough review, staff have determined that the majority of the containers are located at Wal-Mart and at Action Sports site at Canoga Park Drive. Based on conversations with the Wal-Mart manager, most of their containers are temporary storage used during their recent construction project and will be removed shortly; this use is permitted by the Ordinance. We received complaints about the containers on Canoga Park Drive in the summer of 2020 and the owner is planning to remove them shortly. This leaves just a few containers scatters around town that are installed in violation of the current Ordinance.</p> <p>In researching other cities, it was determined that most do not have any regulations of shipping containers, which doesn’t mean they do not contemplate having some. Those which do have regulations, prohibit them in all residential areas but allow in some shape or form in commercial areas, mostly by a conditional use permit.</p> <p>At the Legislation and Ordinance Committee meeting on March 1, 2021, staff presented some information from its research, such as the history and extent of the problem, approach that is used in other cities, and possible solutions, which were discussed at length. The Committee made some recommendations and asked staff to revise relevant Ordinances sections. The proposed changes as presented will allow installing a single shipping container in a B-3 General Business District with a conditional use permit. Such containers will still be prohibited in residential districts and other business districts but will remain permitted in industrial districts. Proposed standard conditions limit placement location within a site, specify screening requirements, and regulate exterior look of the containers; additional conditions may always be added as well. Adopting this Ordinance change will still leave some existing containers in the city not in compliance.</p> <p>The Ordinance Amendments related to placement shipping containers within the City and other minor miscellaneous Ordinance revisions was introduced at the April 13, 2021, City Council meeting and the public hearing was conducted at the April 27, 2021, Council meeting.</p>

	<p>At the last Council meeting, a discussion about proposed conditions for containers took place. A motion was made to revise a requirement from a Conditional Use Permit to an Interim Use Permit expiring at the sales of the property, and to make screening not-mandatory, along with a couple other changes. Staff have reviewed the language and revised the Ordinance accordingly. However, considering that revision seems significant, staff believes that the changed ordinance requires another Council review and vote.</p> <p>In addition to two sections revised in conjunction with the shipping containers, staff is presenting minor changes to three other Ordinance sections, which were made in staff's continued efforts to improve the City Ordinance by making it more straightforward and less subject to interpretation and reducing the number of situations which require variances wherever possible.</p> <p>At its meeting on March 18, 2021, Legislative and Ordinance Committee voted to recommend an approval of proposed ordinance amendments to the city council as recommend by staff.</p> <p>At the March 24, 2021, special Planning Commission meeting, Muchlinski made a motion, seconded by Lee to recommend an approval of proposed ordinance amendments to the City Council as recommend by staff. All voted in favor of the motion.</p>
<b>Fiscal Impact:</b>	None.
<b>Alternative/ Variations:</b>	None.
<b>Recommendations:</b>	that the Council adopt Ordinance No. XXX, Second Series, Amending Section 86-248 Outside storage to allow shipping containers' use as a storage as a conditional use permit in a B-3 General Business District and also multiple minor revisions to Sections 86-161 Height modifications, 86-162 Yard modifications, 86-163 Accessory buildings, and 86-164 Accessory equipment.

Sec. 86-161. - Height modifications.

- (a) Height limitations set forth elsewhere in this chapter may be increased by 100 percent when applied to the following:
- (1) Church spires and; belfries ~~or domes~~ which do not contain usable spaces.
  - (2) Monuments.
  - (3) Water towers.
  - ~~(4) Flagpoles.~~
  - (45) Chimneys or smokestacks.
  - (56) Cooling towers.
- (b) Height limitations set forth elsewhere in this chapter may be increased by 25 percent when applied to the following:
- (1) Elevator and mechanical penthouses, stair enclosures, and church domes.
  - (2) Clearstories, skylights, and other above roof structures with a footprint less than ten percent of the roof area.
  - (3) Commercial silos.
  - (4) Industrial equipment.

(Code 1976, § 11.19(4)(A); Ord. No. 466, § 2, 10-15-2001; Ord. No. 750 2nd series, § 1, 6-23-2020)

Sec. 86-162. - Yard modifications.

Measurements shall be taken from the nearest point of the wall of a building to the lot line in question, subject to the following qualifications:

- (1) Cornices, awnings, marquees, ~~or eaves,~~ pergolas, and balconies may extend into the required front yard a distance not exceeding four feet, ~~six inches,~~ and the required side yard distance not exceeding two feet.
- (2) Fire escapes may extend into the required front yard a distance not exceeding ~~five~~ four feet, ~~six inches.~~ Basement egress window wells may extend into required front and side yards a distance not to exceed three feet.
- (3) A landing ~~place or,~~ deck ~~or uncovered porch~~ may extend into the required front yard to a distance not exceeding eight feet, if the ~~y landing place or porch~~ has ~~the~~ its floor no higher than the main entrance floor of the building, except a landing ~~place~~ installed at the main entrance of existing residential structure and projecting no more than four feet from the structure may extend 15 feet into required front yard. A four foot square landing, not including stair, or a five foot square landing serving a ramp, shall always be permitted at the main entrance of existing residential structures if replacing an existing landing. An open railing no higher than three feet may be placed around such ~~structures~~ place.
- (4) A bay window having a bow, or angled sides, with windows on all faces projecting no more than two feet from the building wall may extend 20 feet into required front yard.
- (5) The architectural features listed in paragraphs 1 through 4 may also extend into the required rear yard to the same extent as permitted for extension into the required front yard. If an easement coincides with, or is wider than, a required yard, architectural features listed in paragraphs 1 and 2 may extend into such easement not more than two feet with written approval of the city engineer.
- (6) Retaining walls, fences, and other similar structures located in any yard shall not exceed seven feet in height in any of the classes of residential and business districts. Barbed wire or electrical fencing materials are prohibited in these locations.
- (7) Retaining walls, fences or any other structures, both permanent and temporary, located in the front yard of a corner lot at the intersection of streets, except pilon signs, shall not exceed three feet in height as measured above the curb within a 25-foot visibility triangle of the property corner at such intersection and within a 10-foot visibility triangle adjacent to alleys and driveways.
- (8) On double frontage lots, the required front yard shall be provided on both streets. On corner lots, the required front yard shall be provided on all streets.
- (9) In determining the depth of rear yard for any building where the rear yard opens into an alley, one-half the width of the alley, but not exceeding ten feet, may be considered as a portion of the rear yard.
- (10) Any structure, including fences, built in the rear or side yard that opens into an alley, must not be placed less than three feet from the property line defining this alley. Any garage with overhead door facing, and having a direct vehicle access from, an alley must not be placed less than 18 feet from the alley.
- (11) No front, side or rear yard shall be required in the downtown district, except single family houses and duplexes which area shall be designated on the official zoning map.
- (12) On a corner lot fronting two intersecting streets, either yard opposite the street may be designated the rear yard; in case of a triangular corner lot, the yard not adjacent to streets shall be designated the rear yard but shall meet the setback requirements of a side yard. On a corner lot fronting three streets, the yard opposite the front yard located between two other front yards

shall be designated the rear yard but the fourth yard shall meet the setback requirements of a side yard.

- (13) On a flag lot, the lot side, which faces the street that this lot has an access from, shall be designated the front yard. For such lots, the lot depth calculations shall not include the length of the narrow access portion of the lot.
- (14) On a lot that faces, and is exclusively accessed from, a public roadway easement or recorded access easement providing access to at least one other property beyond said lot, the lot side facing the easement shall be designated the front yard.

(15) On an interior triangular lot, no rear yard shall be required.

(Code 1976, § 11.19(4)(B); Ord. No. 374 2nd series, § 1, 8-4-1997; Ord. No. 699 2nd series, § 1, 9-9-2015; Ord. No. 725 2nd series, § 1, 1-23-2018; Ord. No. 750 2nd series, § 1, 6-23-2020)

Sec. 86-163. - Accessory buildings.

- (a) Purpose. These regulations governing accessory buildings are established to provide for the orderly development and use of land and to minimize conflicts among land uses by regulating the type, size and location of accessory buildings.
- (b) Accessory buildings shall comply with the following regulations in addition to other requirements of this chapter:
- (1) An accessory building must not be placed on a lot where there is no permitted use main building except in a case when such lot is not substandard and is adjacent to the lot where a permitted use main building is located, provided both lots have the same owner(s), and the owner(s) sign and record an agreement prohibiting the sales or transfer of individual lots unless a new main structure is built on a lot where a standalone accessory building, compliant with the city ordinance, is located or said accessory building is removed. If such accessory structure is allowed under above conditions, the city ordinance shall be applied as if two adjacent lots are combined into one.
  - (2) An accessory building must not be placed less than five feet from the main building or another accessory building.
  - (3) An accessory building must not be placed in a required front yard or side yard, or less than 12 feet to the rear property line except one accessory building less than 200 square feet in area and less than ten feet in height may be placed not less than five feet to the side or rear property line. For accessory buildings over 1,000 square feet or over ten feet in height, the distance to the rear property line shall be increased by one-foot for every 100 square feet area increase over 1,000 square feet and every one-foot height increase over ten feet until ordinance required rear yard depth is reached.
  - (4) An accessory building must not exceed 1,000 square feet in area in the R-1 one-family residence district, nor exceed 600 square feet in area per dwelling unit in residential structures in any other residential district, nor exceed 80 percent of the footprint area of the main use building when its footprint exceeds 1,200 square feet in all classes of residential and business districts, except an accessory building size may be increased 50 percent if located on lots of more than seven-tenths of an acre in the R-1 one-family residence district and the R-2 one- to four-family residence district. In all classes of residential and business districts, all accessory buildings combined must not exceed the area of the main building nor occupy more than 25 percent of the area of a rear or front yard.
  - (5) In all classes of residential and business districts an accessory building must not be more than one-story or greater than 15 feet in ~~actual~~ height. An accessory building located 25 feet or more from all property lines on a lot of seven-tenths of an acre or more must not be more than one and one-half stories, nor more than 18 feet in ~~actual~~ height. Accessory buildings must not be greater in height than the main building. Open lofts and mezzanines shall not be considered stories.
  - (6) In the R-1 one-family residence district and the R-2 one- to four-family residence district, an accessory building must not be located a lesser distance to a front property line than the main building; ~~except an open gazebo under 200 square feet in area and 12 feet in height may be placed in front of the main building on lots of more than seven-tenths of an acre, provided the house front yard depth is at least two times greater than the required front yard. On double frontage lots one accessory building may be permitted on the side opposite to the lot access point provided it meets applicable front yard requirements and matches the main structure in appearance. In all classes of residential and business districts, accessory buildings located in the front yard shall be finished to match the main use building.~~  
(a) On lots of more than seven-tenth of an acre with a front yard depth at least two times greater than the required front yard, an open gazebo under 200 square feet in area and 12 feet in height may be placed in front of the main building.

(b) On lots of more than seven-tenth of an acre with a front yard depth at least two times greater than the required front yard, a detached garage may project up to 10 feet past the nearest main building front wall, provided it is located less than 10 feet away from such main building and projection is less than half of garage's full depth.

(c) In all classes of residential and business districts, accessory buildings located in, or protruding into, the front yard shall be finished to match the main use building.

- (7) In the R-1 one-family residence district and the R-2 one- to four-family residence district there must not be more than two accessory buildings placed on a lot of less than seven-tenths of an acre, nor more than three accessory buildings placed on a lot of more than seven-tenths of an acre. An open gazebo under 200 square feet in area and 12 feet in height may be built in addition to the number of accessory building limitations indicated above.
- (8) All accessory buildings must be constructed to comply with all requirements of the building code including structural requirements.
- (9) No accessory building shall be used, permanently or temporarily, for human habitation; any building containing provisions for human habitation shall be considered a main use. In the R-1 one-family residence district and the R-2 one- to four-family residence district, one travel trailer, camper, motor-home or recreational vehicle may be used as a temporary guest residence for no more than ten days per calendar year. If placed in the front yard, it shall not project into public right-of-way or visibility triangles. The ten days limit may be extended to 30 days by an interim use permit.
- (10) Trailers, semi-trailers, and storage containers (including, but not limited to, cargo and shipping container and PODS or any structures made of the above components) ~~shall must~~ not be ~~considered or~~ used as accessory buildings ~~in all classes of residential or business districts. A single unit as described above may be utilized for temporary storage for no more than 30 consecutive days in a calendar year. The 30 days limit may be extended to 180 days by applying for an interim use permit and complying with all requirements of the city and building codes.~~
- (11) Any accessory building exceeding 300 square feet, capable of storing street legal motorized vehicles, shall be provided with a street access in a form of a driveway that shall be paved from the street through the required front yard. No driveway shall be required for secondary garages, provided a minimum double garage is attached to the house; however, if such driveway is installed, it shall be paved within the public right-of-way.
- (12) Accessory buildings must not be located within any utility easements. Overhangs and eaves may extend into such easement not more than two feet with written approval of the city engineer.
- (13) In all classes of residential and business districts accessory buildings, including carports but excluding temporary structures installed for less than 90 days, must not use cloth, canvas, plastic sheathing, tarps, or similar materials as finish building materials.
- (14) Temporary family health care dwellings are not permitted, pursuant to authority granted by Minn. Stat. § 462.3593, subd. 9.

(Code 1976, § 11.19(4)(C); Ord. No. 574, § 1, 6-4-2007; Ord. No. 614, § 1, 10-13-2009; Ord. No. 681 2nd series, § 1, 9-24-2013; Ord. No. 699 2nd series, § 1, 9-9-2015; Ord. No. 711 2nd series, § 1 8-8-2016; Ord. No. 750 2nd series, § 1, 6-23-2020)

Sec. 86-164. - Accessory equipment.

- (a) In all the classes of residential districts, accessory equipment shall be subject to the following qualifications:
- (1) Accessory equipment, except a single basketball hoop, shall not be located in any required front yard, side yard, or be located within 12 feet of any rear lot line. ~~except~~ ~~A~~ accessory equipment cumulatively less than 200 square feet in area and less than eight feet in height and sport courts ~~shall not may~~ be placed ~~not~~ less than five feet to the side or rear property line. Residential type AC units are permitted within required side or rear yards.
  - (2) Accessory equipment shall not exceed 12 feet in height when measured from the lowest point of the finished surface of the ground within five feet of the support structure to the top of the equipment. Equipment mounted on the roof of the building shall not project beyond the highest portion of the pitched roof structure of the building nor exceed four feet above the flat roof structure.
  - (3) When the accessory equipment is attached structurally and not just electrically to the main building, it shall comply in all respects with the requirements of this chapter as applicable to the main building and also to the requirements of the building code.
  - (4) Accessory equipment ~~shall~~~~must~~ not be placed on a lot where there is no permitted use main building except in a case when such lot is not substandard and is adjacent to the lot where a permitted use main building is located, provided both lots have the same owner(s), and the owner(s) sign and record an agreement prohibiting the sales or transfer of individual lots unless a new main structure is built on a lot where accessory equipment, compliant with the city ordinance, is located or said accessory equipment is removed. If such accessory equipment is allowed under above conditions, the city ordinance shall be applied as if two adjacent lots are combined into one, except a sports court may be located at a lesser distance to a front property line than the main building.
  - (5) In the R-1 one-family residence district and the R-2 one- to four-family residence district accessory equipment ~~shall~~~~must~~ not be located a lesser distance to ~~the~~a front property line than the main building except residential type AC units~~accessory equipment less than six square feet in area and less than four feet in height~~ or unless fully screened from public right-of-way by solid fence. On double frontage lots accessory equipment may be permitted on the side opposite to the lot access point provided it meets applicable front yard requirements.
  - (6) Accessory equipment, including any projections, ~~shall~~~~must~~ not be located within any utility easements.
- (b) In all the classes of business districts, accessory equipment shall be subject to subsections (a)(1), (2), (3) and (6).
- (c) In all the classes of industrial districts, accessory equipment shall be subject to subsections (a)(1), (3) and (6).

(Code 1976, § 11.19(4)(D); Ord. No. 681 2nd series, § 1, 9-24-2013; Ord. No. 750 2nd series, § 1, 6-23-2020)

Sec. 86-248. - Outside storage.

- (a) In all classes of residential districts, open storage and accumulation of materials and equipment shall be prohibited. In all other zoning districts, open storage of materials and equipment shall be prohibited in the required front, side, and rear yards, except storage shall be allowed in the required rear yard in industrial districts. Unless prohibited elsewhere in the ordinance, any other outside storage, including outdoor storage tanks, shall be located or screened so as not to be visible from public right-of-way, public parks or any lot within 500 feet in any of the classes of business or residence districts, except in industrial and agricultural zoning districts screening from public right-of-way is not required. The screening may be achieved by fencing or landscaping means compliant with section 86-247. In all classes of business districts, the storage area shall be paved to control dust and erosion and shall be properly maintained. Temporary storage of building materials intended for construction use on premises shall be allowed during ongoing construction and up to ~~two~~<sup>one</sup> weeks prior to construction and is exempt from the above requirements provided a valid building permit is ~~obtained~~<sup>displayed on site</sup>.
- (b) Outdoor display of retail merchandise intended for sale or rent and open to public shall be allowed in all classes of business and industrial districts. In all classes of business districts, the display area, except live plants sales area, shall be so designated and paved to control dust and erosion and facilitate moving of displayed products. Except licensed automobile, motorcycle, off-road vehicle, and boat sales lots, and small motorized farm and lawn care equipment sales, the display area shall not be located in the required front and side yards. Outdoor display areas adjacent to any of the classes of residence districts shall be screened by fencing or landscaping means compliant with section 86-247. Outdoor display area shall be adequately lighted.
- (c) Outdoor display and sale shall be allowed in all classes of residential districts and residential properties within other zoning districts during garage and yard sales only. The display area shall be located entirely within the pertinent residential property.
  - (1) Any related signage shall be limited to premises and to other private properties provided permission from the property owners is obtained; all signage shall be erected not earlier than one-day before sale and shall be removed at the termination of the sale. Such signs shall be limited to three square feet each.
  - (2) There shall be no more than four garage sales conducted during any period of 12 calendar months; there shall be no more than two garage sales conducted during any period of 30 calendar days; there shall be no garage sales conducted for more than four consecutive days; and there shall be no garage sales conducted before 7:00 a.m. or after 8:00 p.m.
- (d) Building enlargement and expansions over 50 percent of existing building footprint area, construction of additional buildings on site, or changes of use resulting in new exterior storage or display area shall cause an exterior storage/display area review by city staff for ordinance compliance.
- (e) Trash, garbage, refuse, recycling materials or any other items intended for disposal shall be stored in designated containers or dumpsters which, with the exception of R-1 and R-2 residence districts, shall be located within areas set for collection of garbage as prescribed by section 50-23. In R-1 and R-2 residence districts trash cans shall not be stored in the required front yard except on the day of garbage collection. In R-1 and R-2 residence districts furniture and other bulky items may be left at the curb for pick up by the licensed garbage hauler or anywhere in the front yard for anyone to take for no more than 48 hours. In all classes of business and industrial districts, similar items intended for disposal may be piled together for temporary storage no longer than six months within garbage collection areas in a single stack not higher than five feet and with area no more than 100 square feet.
  - (1) In all classes of multiple-family and business districts, garbage collection areas shall be paved and fully enclosed with secured access and shall not be located in the required front yard. The enclosure shall be between five and six feet high and fully opaque. If it is located next to the building, it shall be finished with materials matching the exterior of the building.

- (2) Temporary construction dumpsters intended for demolition and other construction debris may be located outside of such enclosures during ongoing construction and up to one week before and after construction provided a valid building permit is displayed on site. No temporary construction dumpster shall be set on public right-of-way or public parking lot unless a city permit is secured.
- (f) Storage containers, including, but not limited to, trailers, semi-trailers, cargo and shipping containers, PODS, and dumpsters, are not allowed as permanent storage ~~units structures~~ in all classes of residential or business districts. Utilization of ~~a single unit these types of containers for temporary use~~ is allowed ~~for temporary storage for no more than 30 days in a calendar year; the 30 days limit may be extended up to 180 days by an interim use permit in accordance with section 86-163~~. The above limitations do not apply to temporary construction dumpsters as regulated in subsection (e). ~~As an exception, shipping containers totaling less than 340 square feet may be permitted by an interim use permit in a B-3 General business district, with the following conditions:~~
- ~~(1) The containers shall not be placed in any front or side yard or required rear yard.~~
- ~~(2) The containers shall be located so as not to be visible from public right-of-way, public parks, or any lot within 500 feet in any of the classes of residence districts. It may be screened by fencing or landscaping means compliant with section 86-247.~~
- ~~(3) The containers shall be new or freshly painted with neutral colors with no painted signage, lettering, or advertising and shall be properly maintained.~~
- ~~(4) The interim use permit shall expire when the property changes ownership.~~
- (g) In all classes of residential districts, a licensed boat, open or closed trailer, camper, motor-home, recreational vehicle or other motorized vehicle, but no more than three units, may be stored outside on the property as regulated in section 74-131. One snowmobile, ATV, golf cart, riding mower, trailer, boat, or camper can be displayed for sale in the front yard, provided it has not been purchased or consigned for resale and is not displayed for longer than seven consecutive days or longer than 30 days in a calendar year. No storage or accumulation of any materials in ~~open~~ trailers is permitted.

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

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

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, May 11, 2021
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Joint Funding Agreement with US Geological Survey (USGS) for Redwood River Gaging Station near Marshall, Minnesota.
<b>Background Information:</b>	<p>Attached is a copy of the Joint Funding Agreement with US Geological Survey (USGS) for Redwood River Gaging Station near Marshall, Minnesota, for federal FY2021.</p> <p>In 2010, the City of Marshall was notified that the Department of Natural Resources (DNR) would be discontinuing funding of the stream gage just west of the City of Marshall.</p> <p>The USGS relocated and constructed a new gage at no cost to the local entities, but requires funding for 50% of the operational costs.</p> <p>This is an extremely important gage for not only flooding but several other informational issues, including the following items:</p> <ul style="list-style-type: none"> <li>- 75 years of continuous streamflow record</li> <li>- Unregulated flow record important for assessing trends</li> <li>- Site is part of National Streamflow Information Program</li> <li>- Gage data used in USGS water-quality studies</li> <li>- Flood forecasting and warning</li> <li>- Water-quality &amp; aquatic life assessments</li> <li>- Wastewater permits tied to streamflows</li> </ul> <p>The USGS has estimated that the operational cost for federal FY2021 to be \$17,190 with a local cost of \$8,610. The City of Marshall will be the local project sponsor of the 50% match of this gage (approximately \$8,610/year). Prior agreements have been for a five-year period. Per attached email, USGS is proposing a one-year agreement for federal FY2021, with five-year agreement to follow for federal FY2022-2026.</p> <p>Since the initial agreement, ADM has continued to partner with the City in funding 50% of the annual operational costs, which City staff invoices annually to ADM. At the time of the initial agreement, the City of Marshall sought interest and funding participation of 50% of the \$7,935 federal FY2010 amount. Various agencies were contacted regarding keeping this stream gage operational, including Archer Daniels Midland Company, Redwood-Cottonwood Rivers Control Area (RCRCA), Minnesota DNR, Lyon County Emergency Management, Lyon County Soil &amp; Water Conservation, National Weather Service, and the US Army Corps of Engineers. At that time, all entities, except ADM, denied participation at this time, except ADM, who participated.</p>
<b>Fiscal Impact:</b>	<p>Work performed with funds from this agreement will be conducted on a fixed-price basis.</p> <p>The City of Marshall will be billed on an annual basis, and the local participation will be paid from the Surface Water Management Utility. City staff will invoice ADM for their 50% participation.</p>
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendation:</b>	that the Council authorize entering into the attached Joint Funding Agreement with US Geological Survey (USGS) for Redwood River Gaging Station near Marshall, Minnesota, for federal FY2021 in the amount of \$8,610 for the one-year agreement period.



# United States Department of the Interior

U.S. GEOLOGICAL SURVEY

Upper Midwest Water Science Center

**Minnesota Office**  
2280 Woodale Drive  
Mounds View, MN 55112  
763.783.3100

**Wisconsin Office**  
8505 Research Way  
Middleton, WI 53562  
608.828.9901

**Michigan Office**  
5840 Enterprise Drive  
Lansing, MI 48911  
517.887.8903

April 30, 2021

City of Marshall  
344 West Main Street  
Marshall, MN 56528

Dear Bob,

Attached is our standard joint-funding agreement for the operation of the gaging station at 053150000 Redwood River at Marshall, MN, during the period October 1, 2021 through September 30, 2022 in the amount of \$8,610 cash from your agency. Please sign and return one fully-executed original to Lisa L Syde-Hagen at email, [lsyde-hagen@usgs.gov](mailto:lsyde-hagen@usgs.gov).

This is a fixed cost agreement to be billed annually on June 30, 2021, via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Angela Hughes at email, [amhughes@usgs.gov](mailto:amhughes@usgs.gov).

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,  
**JOHN**  
**WALKER**  
John F. Walker  
Center Director

Digitally signed by JOHN  
WALKER  
Date: 2021.05.02  
15:11:21 -05'00'

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Agreement#: 21NKJFA209  
Customer#: 600001452  
Project #: NK-LZN, 001MN, XD  
TIN #: 41-6005351  
USGS DUNS #: 091721100

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2015, by the U.S. GEOLOGICAL SURVEY, Upper Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Marshall party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation of the gaging station at 053150000 redwood River at Marshall, MN, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0.00 by the party of the first part during the period October 1, 2021 to September 30, 2022
- (b) \$8,610 by the party of the second part during the period October 1, 2021 to September 30, 2022
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of :

Description of the USGS regional/national program: USGS FPS Funds \$8,580

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Agreement#: 21NKJFA209  
Customer#: 6000001452  
Project #: NK-LZN, 001MN, XD  
TIN #: 41-6005351  
USGS DUNS #: 091721100

9. Billing for this agreement will be rendered **annually**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

**USGS Technical Point of Contact**

Name: James Fallon  
Supervisory Hydrologist  
Address: 2280 Woodale Drive  
Mounds View, MN 55112  
Telephone: (763) 783-3255  
Fax: (763) 783-3103  
Email: jfallon@usgs.gov

**Customer Technical Point of Contact**

Name: Bob VanMoer  
Address: 344 West Main Street  
Marshall, MN 56528  
Telephone: (507) 537-6776  
Fax:  
Email: Bob.VanMoer@ci.marshall.mn.us

**USGS Billing Point of Contact**

Name: Angela Hughes  
Admin. Operations Asst.  
Address: 2280 Woodale Drive  
Mounds View, MN 55112  
Telephone:  
Fax:  
Email: amhughes@usgs.gov

**Customer Billing Point of Contact**

Name: Bob VanMoer  
Address: 344 West Main Street  
Marshall, MN 56528  
Telephone: (507) 537-6776  
Fax:  
Email: Bob.VanMoer@ci.marshall.mn.us

U.S. Geological Survey  
United States  
Department of Interior

City of Marshall

**Signature**  
Digitally signed by JOHN WALKER  
Date: 2021.05.02 15:10:37 -0500  
By JOHN WALKER Date: May 2, 2021  
Name: John F. Walker  
Title: Center Director

**Signatures**

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 11, 2021
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Sub-Lease of FBO Agreement at the Airport.
<b>Background Information:</b>	<p>Our airport Fixed Base Operator (FBO) has moved the aerial spraying portion of the business from Midwest Aviation into an entity named Midwest Aerial Ag, LLC. The MN Department of Aeronautics requires a letter from the airport owner to grant permission to Midwest Aerial Ag, LLC to operate from our airport prior to issuing the commercial operator certificate to this new entity.</p> <p>In reviewing the lease agreement with our FBO and in coordination with our City Attorney, city staff has identified that a sublease agreement is required for Midwest Aerial Ag, LLC to operate from facilities currently being leased for Midwest Aviation. The sublease has been prepared by our City Attorney's office and is included in the Council packet.</p> <p>City staff is proposing to approve the requested sublease for our FBO, subject to the terms and conditions of the FBO lease agreement and the new sublease agreement. The space that will be sublet will likely be used by Midwest Aerial Ag for a period of 3-4 months every year when spraying demand is high. The FBO will still utilize some of the hangar space that is being proposed to be sublet.</p> <p>At the Airport Commission meeting on May 5, 2021, the Airport Commission voted unanimously to recommend approval of the sublease agreement to the City Council.</p>
<b>Fiscal Impact:</b>	None.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendation:</b>	that the Council approve the Sub-Lease of a Portion of a Leased Premises Subject to the Terms and Conditions of the City of Marshall Commercial Lease and Fixed Base Operator's Agreement with Southwest Aviation, Inc.

**SUB-LEASE OF A PORTION OF A LEASED PREMISES SUBJECT TO  
THE TERMS AND CONDITIONS OF THE CITY OF MARSHALL  
COMMERCIAL LEASE AND FIXED BASE OPERATOR'S AGREEMENT  
WITH SOUTHWEST AVIATION, INC.**

This sub-lease of a portion of Commercial Lease premises is made by and between Southwest Aviation, Inc. (a Minnesota Corporation) doing business under the name of Midwest Aviation, herein after referred to as ("Tenant") and Midwest Aerial Ag, LLC (a Nebraska Limited Liability Company) herein after referred to as ("Sub-Tenant"), as follows:

RECITALS

City of Marshall owns and/or controls real property in the City of Marshall which is known as the (airport) which is all located in the City of Marshall, County of Lyon, State of Minnesota; and located upon said airport are certain airport facilities, some of which the Tenant presently leases from the City.

The City has leased a portion of the "airport" premises to Tenant/Fixed Base Operator pursuant to the terms and conditions of a commercial lease and Fixed Base Operator Agreement dated January 1, 2015. A copy of the fixed base operator's agreement is attached hereto, marked Exhibit A, and is made a part hereof. The terms and conditions of this sub-lease include the obligation of Tenant and Sub-Tenant to abide by and hereto the conditions of said Fixed Base Operator's Agreement.

That a portion of business operated by Tenant on said airport premises includes the operation of an aerial spraying application service consisting of the aerial application of the agricultural type chemicals and includes the lading and storage of said chemicals and other additional associated operations including but not limited to the following:

- a. Aircraft rental along with associated activities;
- b. Sales along with the associated activities;
- c. A flight school to train and test aircraft pilot; and
- d. An aircraft repair and maintenance service.

Tenant operates its commercial spraying application service out of the airport premises identified as the 1985 Hangar. Tenant desires to sub-lease that property (1985 Hangar) of the premises so as to allow Sub-Tenant to operate an aerial spraying application service at that location.

Sub-Tenant, Midwest-Aerial Ag, LLC is willing to sub-lease said property (1985 Hangar) and is further willing to operate an aerial spraying application service at that location.

The Sub-Tenant is an experienced and ongoing business owned and operated by a 30-year leader in the aerial spraying application service business and said business intends to employ approximately 3-10 employees throughout the aerial spraying application service time period and is insured for operating and aerial spraying application service. A copy of the Certificate of Insurance has been provided to Tenant and to the City of Marshall.

NOW, THEREFORE, in consideration thereof, the parties hereto agree as follows:

1. Tenant hereby leases to Sub-Tenant, the premises identified as the "1985 Hangar" and Sub-Tenant takes said 1985 Hangar for the purpose of operating an aerial spraying application service and associated operations at that facility.
2. That said sub-lease of said premises and operation of said Sub-Tenant's business from Tenant is subject to and conditioned upon the terms and conditions of the Fixed Based Operator Agreement dated January 1, 2015.
3. The term of the sub-lease shall commence April 15, 2021 and shall run through the term of the FBO agreement December 31, 2024 unless previously terminated by either party. That Sub-Tenant shall pay to Tenant the monthly rental for the 1985 Hangar as outlined in said FBO agreement. Tenant is obligated to remit the rental payments to the City of Marshall as outlined in the FBO agreement.
4. That pursuant to the terms and conditions of the FBO agreement, the City of Marshall must give its written consent to the sub-lease agreement outlined herein.
5. All terms and conditions of the FBO agreement attached hereto are incorporated herein and made apart hereof.
6. That Sub-Tenant's operation of its' aerial spraying application service is subject to compliance with all local, state and federal chemical spraying and clean-up regulations.
7. Any notice required under this agreement or under the FBO agreement shall be in writing and shall be delivered in person or currier or mailed by certified mail, return receipt requested by United States Mail, postage prepaid, addressed as follows:

Tenant: Southwest Aviation Inc.  
C/O Midwest Aviation  
1650 W College Drive, Ste 100  
Marshall, MN 56258

Sub-Tenant: Midwest Aerial Ag, LLC  
P.O Box 67  
Tekamah, NE 68061

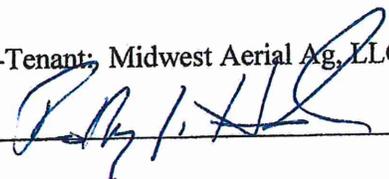
Identified Landlord: City of Marshall  
Attn: City Administrator  
344 W Main Street  
Marshall, MN 56258

IN WITNESS WHEREOF, Tenant and Sub-Tenant have executed this Agreement as of the dates indicated below:

Tenant: Southwest Aviation, Inc. dba Midwest Aviation

Sub-Tenant: Midwest Aerial Ag, LLC

By:   
Pete Johnson

By: 

Its: President

Its: member

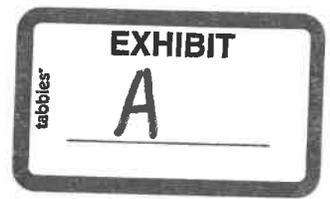
Date: 5-03-, 2021

Date: 5-3, 2021

The City of Marshall hereby consents to the terms and conditions and accepts the sub-lease of the 1985 Hangar to Midwest Aerial Ag, LLC.

By: \_\_\_\_\_  
Robert J. Byrnes  
Its: Mayor

By: \_\_\_\_\_  
Kyle Box  
Its: City Clerk



**FIXED BASE OPERATOR'S AGREEMENT**  
**AND COMMERCIAL LEASE**

**by and between**

**City of Marshall**  
**"Landlord/City"**

**and**

**Southwest Aviation, Inc.**  
**"FBO/Tenant"**

**Date of Agreement**

**January 1, 2015**

**CITY OF MARSHALL  
COMMERCIAL LEASE AND FIXED BASE OPERATORS AGREEMENT  
WITH SOUTHWEST AVIATION, INC.**

**THIS COMMERCIAL LEASE AGREEMENT** ("Lease") and the Fixed Base Operator's Agreement ("FBO Agreement") is made by and between the Landlord/City of Marshall, a Municipal Corporation of the State of Minnesota, at 344 West Main Street, Marshall, Minnesota 56258 Landlord hereinafter referred to as the ("City") and Southwest Aviation, Inc. (a Minnesota Corporation), doing business under the name of Midwest Aviation, hereinafter referred to as ("Tenant") and the Fixed Base Operator ("Fixed Base Operator"), and shall hereafter in this agreement be referred to in both capacities as the ("FBO").

WHEREAS, City owns and/or controls real property in the City of Marshall which is known as the ("Airport") which is all located in the City of Marshall, County of Lyon, State of Minnesota; and located upon said airport are certain airport facilities some of which the FBO desires to lease from the City. These facilities shall be referred to in this lease as the "Premises" and which is shown on Exhibit A which is attached and made a part of this agreement; and

WHEREAS, the City is willing to lease the Premises (Exhibit A) to the FBO and FBO desires to lease the premises (Exhibit A.) from the City upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

**1. Description of Premises**

a. Premises

City leases to FBO and FBO leases from City a portion of the Airport facilities, which are shown on Exhibit A, which is attached hereto, and hereinafter described as (collectively, the "Premises"), and are specifically described as Parcels A-E, G, H, J, and M, which are as follows:

- A. Arrival and Departure Office Space;
- B. Arrival & Departure Common Area;
- C. 2002 Hangar;
- D. 1985 Hanger;
- E. Main Hanger;
- G. Fuel Dispensing Area; and
- H. Reserved Parking Area for FBO/Tenant.
- J. Common Use Parking Lot
- M. Red Baron Hangar

All of which parcels are shown on Exhibit A and marked as such and which are attached and made a part of this agreement.

During the term of this Agreement, title to all real estate and any improvements or fixtures located on the Premises shall remain vested in the City, and shall not vest in the FBO.

**2. Use of Premises**

a. Use

For the purpose of facilitating the operation at, to and from the Airport of an air transportation system conducted by the FBO, the City does hereby grant to the FBO, and the FBO does hereby take from the City, for and during the term of this Agreement, the right and privilege in common with others to whom similar rights and privileges may be granted, in connection with the operations by the FBO of an air transportation system and all activities incident thereto.

The Premises, as defined herein, shall be used solely for the following specified purposes, and for no other purpose without the prior written consent of the City:

- A charter/commercial air service consisting of the operation of an air transportation system and associated operations.
- An aerial spraying application service consisting of the aerial application of the agricultural type chemicals and including the lading and storage of said chemicals and associated operations.
  - Aircraft rental along with associated activities.
  - Aircraft sales along with associated activities.
  - A flight school to train and to test aircraft pilots.
  - An aircraft repair and maintenance service.
- Aircraft fuel dispensing service by approved tank truck and pump facilities.
- Sale of aircraft lubricants, accessories, parts and the repair and maintenance of aircraft engines, parts and general airplanes components.
- Use of Offices, Classroom and Retail Shop in A/D Building (Exhibit "A-1")

- Aircraft storage service consisting of short term or long-term aircraft storage within leased hangar building(s) or at tie-down area.
- Non-exclusive aviation fueling system.

The FBO shall have the right and obligation to decorate any of the buildings described within said Premises (not to include Parcel B) and to maintain the decoration in its Premises to include such things as wallpaper and paintings. Any change in the decorating of the Premises will be paid for by the FBO and subject to the approval by the City.

b. Miscellaneous Use of Premises

It is fully agreeable between the City and the FBO that as to Parcels (A), (C), (D), (E), (G), (H) and (M) that the FBO shall have the exclusive use of the "Premises", but as to Parcels (B) and the common parking area, described as Parcel (J), shall be in common with others. In the Arrival and Departure building that the FBO shall have the use of the hallways to get from the parking lot to the premises and said hallway shall be in common with other Tenants of the Arrival and Departure building. The FBO shall have the right to use for its employee's and invitees, the public parking lots that abut the Premises. The City reserves the right to, at all times, regulate the use of said parking lots and to regulate the use of the parking of any type of motor vehicle upon the tarmac. Also on said Premises are located public lavatories, the pilot's lounge, flight planning rooms, vending areas, and conference rooms which are available to be used by the FBO. The FBO shall have no right to park its vehicles on the tarmac outside the arrival and departure building, except for necessary airport purposes as determined by City personnel and in line with FAA regulations. The City shall designate the appropriate parking spaces in the parking lots for the FBO to park its vehicles.

c. Right of the FBO to Remove Property

The FBO shall be entitled during the term of this Agreement, and for a reasonable time after its termination, to remove from the Airport, or any part thereof, all aircraft, tools, machinery, equipment and trade fixtures placed, installed or constructed thereon by it: provided, however, that all buildings from which any property is so removed shall be restored by the FBO in such manner that such buildings or property are not materially damaged, or if so, shall be restored to original condition by the FBO and at his expense.

3. Services to be Provided by FBO

FBO agrees that it will use its best efforts, during the term of this agreement to provide the following services as an agent for the City and for other persons using the Airport Facilities. These services shall be provided by the FBO during the normal

business hours of Midwest Aviation. Normal business hours shall be from 8:00 a.m. to 6:00 p.m. Monday through Friday, excluding regularly observed holidays, and available on an on-call basis 24/7 unless modified by mutual agreement of both parties.

1. Provide Airport Advisories to pilots relating to Airport Facilities special conditions, recommended runway usage and general weather conditions.
2. Provide requested weather reports to airport users as obtained from weather observations, computer services and flight service stations.
3. Report to the airport maintenance personnel any known airport equipment failures or general airport facilities items in need of maintenance.
4. Report special information affecting airport usage to Flight Service station and including such items as the following that may be used for NOTAMS:
  - a. General or special runway conditions
  - b. Conditions requiring the airport to be officially closed and then subsequently opened.
  - c. Equipment and/or navigational aids failures.
  - d. Special weather conditions affecting pilot operations of the airport.
  - e. Any other special conditions, circumstances, or the like that affect pilot operational and safety at the airport.
5. Receive, transmit, and relay messages from and to pilots and other airport users, airport maintenance personnel and the general public in reference to requested services, advisories and general information.
6. Assist airport users in the use of airport support facilities located in the terminal building including: operation of the weather computer, weather instruments, Unicom radio, vending machines, telephones and other such equipment.
7. Assist airport users as necessary in hangaring aircraft, using tie-down facilities and parking aircraft at property locations on apron areas.
8. Advise the City Engineer and Airport Commission of general and special airport activities and concerns and make recommendations as to improvements to be considered.
9. Provide general public with requested information in reference to airport facilities, operations and activities and to assist in conducting any public relations program to maintain and improve the image and use the airport on behalf of the City of Marshall.
10. Vending machines services shall be the responsibility of the FBO to arrange for the provision thereof in approved areas.
11. The FBO shall collect and remit monthly, to the City, any taxes, landing fees, fuel flowage charges or charges of a similar nature imposed by the City upon aircraft landing and using the Marshall Airport facilities. Said fees and charges shall not be considered a revenue of the FBO but the FBO shall only be collecting them and remitting them to the City as required by resolution of the City Airport Commission.

**4. Cleaning, Building Maintenance and Operational Expenses**

As to Parcels (A), (C), (D), (E), and (G), and (M) the FBO shall be responsible for the cleaning and operational maintenances on said specific parcels. As to Parcel (B), the FBO shall reimburse the City for their proportionate share as shown in Exhibit "B" of all cleaning, building maintenance, and operational expenses of those specific Parcels during the term of this agreement. Other than Parcel (B), the FBO shall at all times keep the Premises clean. The City reserves the right, from time to time, to adjust these expenses annually, based on actual costs.

**5. Option to Purchase Upon Default**

As to Parcel (G), and after notice and a right to cure, the City shall have an option to purchase the fuel dispensing equipment located above or below the ground on Parcel (G) if at any time the FBO shall seek to terminate said operation. The purchase price shall be negotiated at the time of the event. If the parties are unable to agree on a purchase price, within thirty (30) days of the event, each party shall request an appraisal as to the then fair market value of the operation. The parties shall then agree to meet and confer within fifteen (15) days of the receipt of the last appraisal. Each party shall pay for their own appraisal. If, after they meet and confer, the parties are still unable to agree on a price, the then selected two appraisers shall select a third appraiser, which appraisal shall then be determined to be the purchase price. Both parties agree to be bound by the valuation as determined by the independent third appraiser and all costs and expenses associated with the third appraisal shall be bore equally by both parties.

**6. Term**

a. Initial Term

The term of this Agreement shall be for a period of ten (10) years ("Term"), commencing on January 1, 2015 ("Commencement Date") and expiring, unless earlier terminated, on December 31, 2024.

b. Adjusted Terms

Prior to the expiration of the lease, the City and the FBO may, renegotiate the provisions of this agreement and lease for a successive five (5) year period of time. If the terms cannot be negotiated for a successive five-year period of time, this agreement shall terminate and upon termination the FBO shall no longer have any rights or obligations as the FBO to any of the Parcels described and any rights as FBO as pursuant to this agreement. The FBO shall immediately remove its personal property from the premises within thirty (30) days so that the City can obtain a new FBO.

If, however, the parties renegotiate a lease for a new five (5) year period of time, from January 1, 2025 through December 31, 2029, the renegotiated terms shall govern the conduct and obligations of the parties. Thereafter, the parties shall

have the opportunity to renegotiate the terms of the lease for an additional five (5) year period of time from January 1, 2030 through December 31, 2034. If the terms of this lease and agreement cannot be renegotiated at that time, this agreement shall terminate and upon termination, the FBO shall no longer have any rights or obligations as the FBO to any of the Parcels described and any rights as FBO pursuant to this agreement. The FBO shall immediately remove its personal property from the premises within thirty (30) days so that the City may obtain a new FBO.

7. Rent

a. Rent

The FBO shall pay City for the lease of the Premises the monthly amount as shown in Exhibit "B". This rent, shall be annually adjusted by the City at a cap not to exceed the Consumer Price Index for All Urban Consumers (CPI-U) as determined in October of each year and shall be paid monthly in advance by the last day of the calendar month for the upcoming calendar month. Said monthly rent shall commence on the 1<sup>st</sup> day of January 2015.

b. Late Fee

If the FBO fails to pay, within ten (10) days after receipt of City's written notice that City has not received any fee due from the FBO pursuant to this Agreement, the FBO shall pay a late fee ("Late Fee") which is the lesser of (1) twelve percent (12%) per annum, or (2) the highest rate allowed by Minnesota law on any past due balance, calculated from the date the amount is due until the close of the business day when the payment is received.

8. Taxes and Other Charges

a. Utilities

As to Parcels (C), (D), (E), (G) and (M) the FBO shall pay 100.0% of all water, sanitary sewer, natural gas, electricity, storm sewer charges, refuse collection, telephone, alarms or other similar charges used on or attributable to the Parcels, together with any taxes, penalties, interest or surcharges associated with such utilities and charges. The City shall install and shall meter utilities charges separately for Parcels (E) and (F). The City shall pay all utilities related to Parcel (F). As to Parcels (A) and (B), the FBO shall pay a proportionate share of all water, sanitary sewer, natural gas, electricity, storm sewer charges, refuse collection, telephone, alarms or other similar charges used on or attributable to the Parcels as shown in Exhibit "B", together with any taxes, penalties, interest or surcharges associated with such utilities and charges. The City reserves the right, from time to time, to adjust annually these expenses but any adjustment

*Middlebrook*  
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*City*

*NO*

must be attributed to the actual fees paid to the City for such expenses. The FBO shall pay all of their private telephone charges that they use at the Premises.

b. Maintenance Fees

The City has the right to charge the FBO maintenance fees for such things as grass mowing, snow removal, parking lot maintenance and other normal maintenance fees involved in the maintenance of the property described in as Parcels (A), (C), (D), (E), (G), (H), (J) and (M) which are reasonable expenses in the maintenance of said properties. The FBO shall pay to the City in the amount as shown in Exhibit "B". The City reserves the right, from time to time, to annually increase maintenance fees in said areas in the event that in the reasonable judgment and opinion of the City, the cost of the maintenance of said areas due to inflation, or other factors justified an increase in maintenance fees.

9. Compliance with Laws

a. Compliance with Laws

The FBO shall use the Premises in accordance with all applicable local, municipal, county, state and federal laws, regulations, rules and ordinances, now or hereafter in force.

b. Landlords Lease Policies, Rules and Regulations

The FBO shall use the Premises in accordance with all rules and regulations and policies adopted by the City for the operation of its airport, including any other future rules and regulation adopted by the City for the operation of the airport.

c. Sewer and Water Policy

The FBO shall comply with all policies and regulations of the City regarding the use of water and the use of the sanitary sewer system for the City of Marshall.

10. Quiet Enjoyment

As long as the FBO pays rent when due and performs all terms of this Agreement, the FBO shall have quiet possession of the Premises for the entire Term of this Agreement, including any renewals thereof. However, City and its designated representatives have the right to enter the Premises, upon 24 hours' prior written notice, for the purpose of making inspections upon the Premises, making repairs or improvements to any adjoining Premises of the Airport and to install, repair, maintain and construct through the Premises such pipes, wires and other similar items as City deems necessary or desirable for the operation of the Airport. In doing so, City shall minimize disruption to

the FBO's use and enjoyment of the Premises, and shall repair any damage caused by such entry. The City shall defend the FBO against any third party claims and indemnify and hold the FBO harmless from and against any losses, damages and expenses, including reasonably attorney and consultant fees, arising from third party claims that result directly from the City's or its designated representatives' entry onto the Premises except to the extent the claims are based on the FBO's negligence or intentional misconduct or arise as a result of the FBO's breach of one or more of the FBO's obligations under this Agreement.

**11. Inspection**

City has the right, upon 24 hours' prior written notice, to inspect the Premises and any improvements and property located on the Premises at reasonable business hours.

**12. Construction and Improvements**

a. Construction of Building

The FBO herein acknowledges that Landlord has constructed on said Premises, certain buildings and hangars which are being leased by the FBO from the City.

The FBO accepts said building as constructed and agrees to pay the rental amount, and maintenance amount as above described.

b. Future Work

The FBO is under no obligation to construct or cause to be constructed any improvement to the Premises for any reason whatsoever; however, if the FBO desires to construct improvements to the Premises, it may, pursuant to the terms and conditions of this Agreement.

Any "Work" (as hereinafter defined) done during the term of this Agreement by the FBO must have prior written consent of the City, not to be unreasonably withheld. Said Work shall include any interior work in the amount of \$500.00 or more, including remodeling or structural alterations. However, prior written consent is not required for preventative maintenance. Any outside signs must have prior approval by the City. Any leasehold improvements made pursuant to this section by the FBO, shall at the termination of said the FBO, become part of the Premises and shall become the property of the City.

Prior to the commencement of the Work, the FBO shall also submit, if requested by City's Staff: (i) a bond or other security in an amount, form and with a surety satisfactory to City's staff, conditioned for the commencement, completion and payment for such Work and against loss or damage by reason of mechanic's liens; (ii) an insurance policy in the amount approved by the City, written by an

insurance company approved by the City protecting the City from all liability to persons or property for damages arising out of the work. (iii) cost estimates for the Work; and (iv) a sworn construction statement listing all individuals or entities providing labor, services, materials or equipment for the Work and containing such other information as City's staff may request.

The FBO shall only proceed with the Work after approval from City's staff, not to be unreasonably withheld, delayed or conditioned, and after obtaining all necessary government building permits and approvals and providing copies to City, if requested.

c. Completion

The FBO shall complete any and all Work, including Work subject to City approval at the FBO's cost. In completing any type of Work of any amount the FBO shall:

- (1) Do or cause all Work to be done in a good and workmanlike manner, within a reasonable time and in compliance with the Policies and applicable insurance requirements, building codes, zoning ordinances, laws and regulations;
- (2) Keep the Premises, this Agreement and every building, structure and improvement on the Premises free and clear from all liens for labor performed and materials furnished; and
- (3) Defend, at the FBO's cost, each and every lien asserted or filed against the land, or any part thereof, or against this Agreement or any building, structure or improvement on the Premises and pay each and every judgment resulting from such lien.

13. Maintenance

The FBO shall take good care of the Premises described as Parcel (A), (C), (D), (E), (G) and (M), and shall keep and maintain them in order and repair and in clean and neat condition. At the termination of the Agreement, these Parcels shall return to the City, those Parcels in the same condition that it was leased to them subject to reasonable wear and tear. The FBO shall not suffer or permit any waste or nuisance on the Premises that shall interfere with the rights of other tenants or City in connection with the use of Airport property not leased to the FBO.

14. Insurance

a. The FBO Required Insurance

Effective as of the earlier of the date the FBO enters or occupies the Premises or the Commencement Date, and continuing during the Agreement Term, the FBO, at its expense, shall obtain and maintain in full force the following insurance coverage:

- (1) The FBO shall insure their own personal property located on their Premises, including any aircraft which they own, and the Landlord shall have no obligation to insure any personal property or any aircraft located in the Premises against any loss.
- (2) Worker's compensation insurance with no less than the minimum limits required by law if the FBO has employees located at the Premises.
- (3) Commercial general liability insurance, with a minimum limit of \$2,000,000.00 per occurrence for property damage, personal injuries, or deaths of persons occurring in or about the Premises, or in or about the Airport if caused by the act or omission of the FBO or those for whom the FBO is legally responsible, and listing City as an additional name insured.

b. City's Required Insurance

The City shall insure Parcels (A) and (B) for casualty losses in the amount of its reasonable value. The FBO shall reimburse the City its' proportionate share of said insurance costs on an annual basis as included in Section. 6.a. Rent. The City shall, at their expense, insure Parcels, (C), (D), and (E), and (M) for casualty losses in the amount of its reasonable value. The FBO shall insure Parcel (G) against any loss or any environmental hazards or environmental losses arising out of the operation, maintenance and repair of Parcel (G).

c. Form of Insurance/City's Rights

All required insurance policies shall insure on an occurrence and not a claims-made basis, shall be issued by insurance companies which are reasonably acceptable to City's insurance staff, and shall not be cancelable, reduced or materially changed unless thirty (30) days prior written notice shall have been given to City. Any policy issued to City providing duplicate or similar coverage shall be deemed excess over the FBO's policies.

Original certificates evidencing coverage shall be delivered to City or to its designated agent at least ten (10) days prior to the Commencement Date and at least fifteen (15) days prior to each renewal of such insurance.

d. Indemnity

To the fullest extent permitted by law, the FBO agrees to indemnify, defend, save and hold harmless City and its officers, agents and employees (collectively "Indemnitees") from and against any and all liabilities, losses, damages, suits, actions, claims, judgments, settlements, fines or demands of any person arising by reason of injury or death of any person, or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs and expert fees), of any nature whatsoever arising out of or incident to (i) the use or occupancy of, or operations of the FBO at or about the Premises and the Airport, or (ii) the acts or omissions of the FBO's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur. Notwithstanding the foregoing, the FBO is not obligated to indemnify defend, save and hold harmless an Indemnitee as a result of the Indemnitee's negligence or intentional acts.

City shall give the FBO reasonable notice of any such claim or action. In indemnifying or defending an Indemnitee, the FBO shall use legal counsel reasonably acceptable to City. City, at its option, shall have the right to select its own counsel or to approve joint counsel as appropriate (considering potential conflicts of interest) and any experts for the defense of claims. The FBO, at its expense, shall provide to City all information, records, statements, photographs, video, or other documents reasonably necessary to defend the parties on any claims.

The provisions of this Section shall survive expiration or earlier termination of this Agreement. The furnishing of the required insurance hereunder shall not be deemed to limit the FBO's obligations under this Section.

As a distinct and separate indemnification obligation, the FBO's shall defend, indemnify and hold City harmless from any claims or liabilities arising solely as a result of the FBO's failure to procure and to keep in force the insurance required in this Section.

**15. Damage or Destruction**

a. Landlord's Obligation to Rebuild

If the improvements on the Premises are damaged by fire or other casualty, the FBO's payment pursuant to this agreement, shall be reduced until the City restores, replaces and rebuilds the improvements to the same or better condition, as the Premises existed prior to the casualty loss. The City shall have sufficient insurance and use the insurance proceeds to rebuild said improvements according to plans and specifications approved by the City and the FBO. The City has no obligation to put into any rebuilding project any funds other than the insurance proceeds.

**16. Surrender of Premises by the FBO**

Upon the expiration or early termination of this Agreement, the FBO shall quietly and peacefully deliver to City the leased Premises.

**17. Transfers**

a. General Restrictions

Except as set forth in this Section, the FBO may not assign, either absolutely or as collateral for the FBO's payment of a debt or performance of an obligation, all or any part of the FBO's rights or obligations under this Agreement including, but not limited to, FBO's right to possession of the Premises. Except as set forth below, the FBO may not sublease all or any portion of the Premises.

Notwithstanding the foregoing provisions, the FBO may assign or sublet all or any part of the FBO's rights or obligations under this Agreement to any legal entity which is wholly owned by the FBO, or to any successor legal entity with which the FBO has consolidated or merged; provided, however, that the FBO shall remain liable for the performance of its duties and obligations hereunder.

b. Assignment Rights

For purposes of this Section, this term "assignment" includes all transfers, conveyances or assignments of the FBO's rights, whether voluntary or involuntary, other than a sublease or a leasehold mortgage. The FBO shall not have any or all rights pursuant to this agreement to any other party without the written permission of the City. Upon the FBO proposing to assign these rights, the City shall investigate the assignee as to being able to fulfill its financial obligations pursuant to this agreement and the ability of the assignee to provide the services necessary pursuant to this agreement. Said assignment shall not be a valid transfer until the City consents to this assignment.

(1) The FBO must submit a written request for the proposed assignment at least thirty (30) days prior to the date the FBO desires to consummate the assignment. At a minimum, the FBO shall submit:

- (a) The name, address and telephone number of the proposed FBO;
- (b) A detailed description of the proposed operation;
- (c) The business background and qualifications of the proposed FBO and the number of proposed employees;

- (d) Statements and documents demonstrating the financial stability of the proposed FBO; and
  - (e) Any other information that the City may reasonably request.
- (2) The proposed FBO has complied with all of the terms and conditions of this lease or agreement in existence between the City and the proposed tenant, and is otherwise acceptable to the City.
  - (3) The assignment is an assignment of all the FBO's rights and obligations under this Agreement.
  - (4) Contemporaneously with the assignment of the FBO's interests under this Agreement, the FBO must also convey the FBO's right, title and interest, if any, in and to any Improvements located on the Premises to the assignee of the FBO's rights under this Agreement.
  - (5) The assignees written assumption of the FBO's obligations under this Agreement with City's consent will release the FBO from those obligations from and after the date of assignment, except as it relates to events or circumstances occurred prior to the date of assignment.
  - (6) If City has identified environmental issues affecting the Premises caused solely by the FBO's use or misuse of the Premises during the Agreement Term, the FBO must resolve the environmental issues to City's reasonable satisfaction.
  - (7) The FBO may not assign the FBO's rights or obligations under this Agreement if, as of the effective date of the assignment, the FBO is in default under the terms of this Agreement or under the terms of any other agreement between City and the FBO, or facts or circumstances exist which would constitute a default with the giving of notice and passage of item as contemplated by this Agreement.

If all of the above conditions are met, the City may, at its discretion, consent to the assignment.

c. Sublease

- (1) Except as otherwise provided herein, the FBO may not sublease the Premises or any portion thereof, without the written consent of City.
- (2) The request for consent must come from the FBO. The request must include:

- (a) Name, address and telephone number of the proposed subtenant;
  - (b) A detailed description of the proposed operation;
  - (c) The business background and qualifications of the proposed subtenant and the number of proposed employees;
  - (d) Statements and documents demonstrating the financial stability of the proposed subtenant(s); and
  - (e) Any other information City may request.
- (3) The request for consent to sublease all or a portion of the Premises for commercial use will only be considered if:
- (a) The FBO and subtenant do not owe any monies to City under the terms of their present lease(s); and
  - (b) The FBO and subtenant have complied with the terms and conditions of their current lease(s), including environmental requirements.
- (4) The FBO shall be responsible for all activities of subtenant(s) occupying the Premises, for assuring that any sublease(s) are made subject and subordinate to this Agreement. Any subtenant is subject to all of the terms and conditions of this Agreement including the provisions of this Agreement which permit City to terminate this Agreement (which would result in a termination of the sublease) if the FBO defaults in its performance of one or more of the FBO's obligations under this Agreement (whether or not the subtenant is in default under the terms of the sublease). The FBO must include in any sublease, a provision whereby the subtenant agrees, for the benefit of City, to indemnify City in a manner consistent with the indemnification that is made by the FBO under this Agreement, and the sub lessee also agrees to maintain, in the subtenant's own name, liability insurance and all the other insurance provisions of this Agreement in their own name.

d. Collateral Assignments

The FBO may not assign, transfer, mortgage or otherwise pledge all or any portion of its rights, title or interest in the Premises pursuant to this Agreement or any of its other rights under this Lease as collateral to secure the FBO's payment of a debt or performance of any other obligation of the FBO.

e. Change in Control of Entity

If the FBO is a corporation, limited liability company, partnership or other business entity, the requirements of this Agreement also apply to any change in the ownership of the FBO if, as a result of such transfer, there is a change in the identity of individual or individuals who held a majority of the voting interest in the FBO or otherwise controlled the actions of the FBO as of the Commencement Date.

If the FBO is an entity, a change in the name of the FBO, which does not result in a change in ownership, the FBO must provide City's staff with documentation, satisfactory to City evidencing the change of name within thirty (30) days following the effective date of said name change.

f. Transfer of Improvements

The FBO shall not permit, voluntarily or by operation of law, any improvements to the Premises to be owned by any person or entity other than the FBO without the City's consent.

18. Default

a. Events of Default

Any of the following shall constitute a default under this Agreement:

- (1) The FBO fails to pay money owed to City under this Agreement when due, and such failure continues ten (10) days after written notice from City to the FBO.
- (2) The FBO uses the Premises for any purpose not expressly authorized by this Agreement and such default continues for thirty (30) days following written notice from City to the FBO.
- (3) The FBO fails to follow an inspection in accordance with the terms and conditions of this Agreement and such default continues for thirty (30) days following written notice from City to the FBO unless FBO's refusal is based on a good faith disagreement.
- (4) The FBO assigns, subleases or transfers this Agreement except as otherwise permitted, and such assignments, sublease or transfer continues for thirty (30) days following written notice from City to the FBO.

- (5) The FBO fails to carry the insurance required under this Agreement; any insurance required under this Agreement is cancelled, terminated, expires or is reduced or materially changed so as to not comply with this Agreement; or City receives notice of any such conditions pursuant to this Agreement, and such failure continues for a period of thirty (30) consecutive days.
- (6) The FBO vacates or abandons the Premises, and such vacation or abandonment continues for thirty (30) days following written notice from City to the FBO.
- (7) The FBO fails to discharge, by payment or bond, any lien or encumbrance placed upon the Premises or improvements in violation of this Agreement within thirty (30) days following written notice from City to the FBO that any such lien or encumbrance is filed against the Premises and/or improvements.
- (8) The FBO (a) makes a general assignment for the benefit of creditors; (b) commences any case, proceeding or other action seeking to have an order for relief entered or to adjudicate the FBO bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any of any substantial part of its property; or (c) involuntarily becomes the subject of any proceeding for relief which is not dismissed within sixty (60) days of its filing or entry.
- (9) The FBO fails to comply with any other term or condition of this Agreement and such default continues for more than thirty (30) days after written notice from City to the FBO, or for a longer period of time as may be reasonably necessary to cure the default, but only if: (i) the FBO is reasonably capable of curing the default, and (ii) is working diligently as determined by City to cure the default.

b. City Remedies

If a default occurs, City, at its option and in its sole discretion, may at any time thereafter do one or more of the following to the extent permitted by applicable law:

- (1) City may, without releasing the FBO from its obligations under the Agreement, attempt to cure the default. City may enter the Premise for such purpose and take such action as it deems desirable or appropriate to cure the default. This entry is not an eviction of the FBO or a termination of this Agreement;

- (2) With legal process, re-enter the Premises or any part thereof and take possession of it fully and absolutely, without such re-entry working a forfeiture of the money to be paid and the terms and conditions to be performed by the FBO for the full Term of this Agreement. City's re-entry of the Premises is not a termination of this Agreement. In the event of such re-entry, City may proceed for the collection of money to be paid under this Agreement or for properly measured damages;
- (3) Terminate this Agreement upon written notice to the FBO and re-enter the Premises as of its former estate, and shall have the right to implement the provisions under this Agreement, and the FBO covenants in the case of such termination to indemnify City against all loss of rents and expenses during the remainder of the Term; and

In the event of any default and for any type of remedy chosen by City, the FBO shall reimburse City for all reasonable fees and costs incurred by City, including reasonable attorneys' fees, relating to such default and/or the enforcement of City's rights hereunder, and costs incurred attempting to cure a default. Any and all legal remedies, actions and proceedings shall be cumulative.

c. Dispute Resolution

Any dispute arising out of this agreement, unless earlier resolved by mutual agreement, shall be finally settled by arbitration to be held in the City of Marshall, Minnesota, pursuant to commercial arbitration rules. The Arbitration Panel shall consist of three arbitrators. Each party shall select one arbitrator within fifteen (15) days from the date of filing of any demand for arbitration and the third arbitrator (as well as any other vacancies on the panel) shall be appointed jointly by the parties. It is the parties' desire that all arbitration be concluded speedily, with the hearing to take place and the award to be made within forty-five (45) days of the filing of any demand for arbitration. Judgment upon the award of a majority of the arbitrators shall be binding upon the parties hereto and may be entered in any court having jurisdiction. Specific performance and injunctive relief may be ordered by the award. Costs and attorneys' fees shall be paid as the arbitrators' award shall specify. As the sole exception to arbitration, each party shall have the right to obtain injunctive relief, only, from any court having jurisdiction so as to preserve that party's rights for resolution in any pending or imminent arbitration proceedings; but no such injunction shall prohibit or postpone such arbitration proceedings, and any such injunction may be modified or vacated as a result of the arbitration award.

d. Default of Other Agreements

Default by the FBO of any other agreement between the FBO and City shall not constitute default of this Agreement.

**19. Environmental Responsibilities**

a. Definitions

- (1) "Environmentally Regulated Substances" means any element, compound, pollutant, contaminant, or toxic or hazardous substance, material or waste, or any mixture thereof, regulated pursuant to any Environmental Law, including but not limited to products that might otherwise be considered of commercial value, such as asbestos, polychlorinated biphenyls, petroleum products and byproducts, glycol and other materials used in de-icing operations.
- (2) "Environmental Law" means any common law or duty, case law or ruling, statute, rule, regulation, law, ordinance or code, whether local, state or federal, that regulates, creates standards for or imposes liability or standards of conduct concerning any element, compound, pollutant, contaminant, or toxic or hazardous substance, material or waste, or any mixture thereof, including but not limited to products that might otherwise be considered of commercial value, such as asbestos, polychlorinated biphenyls, petroleum products and byproducts, glycol and other materials used in de-icing operations.

b. Indemnification

In addition to the general indemnification contained in this Agreement, the FBO hereby indemnifies and agrees to defend, protect, and hold harmless, the City, its officers, employees, agents, and their respective successors, as well as successors in title to any interest in the Premises (hereafter "Indemnitees"), from and against any and all losses, liabilities, fines, damages, injuries, penalties, response costs, or claims of any and every kind whatsoever arising solely due to the FBO's use or misuse of the Premises, paid, incurred or asserted against, or threatened to be asserted against, any Indemnitee (hereafter "Claims"), including, without limitation: (i) all consequential damages; (ii) the reasonable costs of any investigation, study, removal, response or remedial action, as well as the preparation and implementation of any monitoring, closure or other required plan or response action; and (iii) all reasonable costs and expenses incurred by any Indemnitee in connection therewith, including but not limited to, reasonable fees for attorney and consultant services; which Claims arise out of or relate to (A) the presence on, in or under, or to escape, seepage, leakage, spillage, discharge, deposit, disposal, emission or release of Environmentally Regulated Substances on, in or from the Premises and Airport or in violation of

any Environmental Law as a result of the FBO's operations, during the term of this Agreement, on the Premises and the Airport, or (B) any material inaccuracy, incompleteness, breach or misrepresentation under this Agreement.

If any such indemnified Claim or action shall be brought against any indemnitee, then after such Indemnitee notifies the FBO thereof, the FBO shall be entitled to participate therein as a party, and shall assume the defense thereof at the expense of the FBO with counsel reasonably satisfactory to such Indemnitee. The FBO shall be entitled to settle and compromise any such Claim or action, provided, however, that such Indemnitee may elect to be represented by separate counsel, at such Indemnitee's sole expense, and if such Indemnity so elects, such settlement or compromise shall be effected only with the consent of such Indemnitee. Such Indemnitee's consent shall not be unreasonably withheld and shall be granted if such settlement or compromise provides for a complete release of such Indemnitees. This indemnification and the FBO's obligations hereunder, shall survive after the cancellation, termination or expiration of the term of this Agreement, with respect to matters arising prior thereto and during the term of this Agreement.

City hereby indemnifies and agrees to defend, protect, and hold harmless, the FBO, its officers, employees, agents, and their respective successors, as well as successors in title to any interest in the Premises (hereafter "Indemnities"), from and against any and all losses, liabilities, fines, damages, injuries, penalties, response costs, or claims of any and every kind whatsoever arising from City's past or future use or misuse of the Premises, paid, incurred or asserted against, or threatened to be asserted against, any Indemnity (hereafter "Claims"), including, without limitation: (i) all consequential damages; (ii) the reasonable costs of any investigation, study, removal, response or remedial action, as well as the preparation and implementation of any monitoring, closure or other required plan or response action; and (iii) all reasonable costs and expenses incurred by any Indemnity in connection therewith, including but not limited to, reasonable fees for attorney and consultant services; which Claims arise out of or relate to (A) the presence on, in or under, or to escape, seepage, leakage, spillage, discharge, deposit, disposal, emission or release of Environmentally Regulated Substances on, in or from the Premises and Airport or in violation of any Environmental Law as a result of City's action or inaction prior to or following the term of this Agreement, on the Premises and the Airport, or (B) any material inaccuracy, incompleteness, breach or misrepresentation under this Agreement.

If any such indemnified Claim or action shall be brought against any indemnity, then after such Indemnity notifies City thereof, City shall be entitled to participate therein as a party, and shall assume the defense thereof at the expense of City with counsel reasonably satisfactory to such Indemnity. City shall be entitled to settle and compromise any such Claim or action, provided,

however, that such Indemnity may elect to be represented by separate counsel, at such Indemnity's sole expense, and if such Indemnity so elects, such settlement or compromise shall be effected only with the consent of such Indemnity. Such Indemnity's consent shall not be unreasonably withheld and shall be granted if such settlement or compromise provides for a complete release of such Indemnities. This indemnification and City's obligations hereunder, shall survive after the cancellation, termination or expiration of the term of this Agreement, with respect to matters arising prior to and following the term of this Agreement.

c. Compliance with Environmental Laws

City covenants that the Premises are not currently subject to environmental claims for violation of federal, state, or local law or regulations. FBO is not currently aware of any violations of federal, state or local law or regulations. During the Term of this Agreement, the FBO shall keep and maintain and shall conduct its operations on the Premises and Airport in full compliance with all applicable Environmental Laws. The FBO shall further use commercially reasonable efforts to ensure that its employees, agents, contractors and subcontractors occupying or present on the Premises and Airport and any other persons conducting any activities on the Premises and Airport comply with all applicable Environmental Laws. By virtue of its operational control of the Premises, the FBO shall be fully responsible for obtaining all necessary permits or other approvals under the Environmental Laws and shall have full responsibility for signing and submitting any necessary applications, forms, documentation, notifications, certifications, or other governmental submittals relating thereto. Upon the request of City, the FBO shall provide copies to City of any such applications, forms, documentation, notifications or certifications within thirty (30) days.

d. Testing and Reports

The FBO shall provide to City, within thirty (30) days of receipt, a copy of any notice regarding a violation of the Environmental Laws arising out of the FBO's operations on the Premises and Airport during the term of this Agreement, a copy of any report, whether in final or draft form, regarding compliance with Environmental Laws or with the presence, use, emission or release of any Environmentally Regulated Substances arising out of the FBO's operations on the Premises and Airport during the term of this Agreement, or a copy of any notice of the emission or release of Environmentally Regulated Substances in violation of the Environmental Laws arising out of the FBO's operations on the Premises and Airport during the term of this Lease. If the City has a reasonable basis to believe that the FBO is not meeting the obligations of this Agreement, the City may, pursuant to section 17(f), investigate, study and test the Premises.

e. Notification

The FBO shall notify City in writing of any matter the FBO obtains knowledge of that may give rise to an indemnified claim under this Agreement or that constitutes any emission, spill or release or any threatened emission, spill or release of any Environmentally Regulated Substance in, on, under or about the Premises and Airport arising out of the FBO's operations during the term of this Agreement which is or may be in violation of the Environmental Laws. The FBO shall promptly notify City verbally of any fuel spill or any other spill caused or resulting from the FBO's operations on the Premises and Airport during the term of this Agreement.

f. Right to Investigate

City shall have the right, but not the obligation or duty, upon 24 hours' prior written notice to the FBO, anytime during the term of this Agreement, to investigate, study and test the Premises, at City's own expense, and without interfering with the FBO's operations on and use of the Premises, to determine whether Environmentally Regulated Substances are located in, on or under the Premises, or were emitted or released therefrom, which are not in compliance with Environmental Laws. City's investigation of the Premises under this provision shall be in accordance with and subject to the Inspection Procedures established in the Policies. City shall pay the FBO the cost to repair any damage to the Premises caused by City's investigation, study or testing and shall indemnify, defend and save harmless the FBO and its officers, employees, agents and successors from and against any and all claims, suits, losses, damages and expenses, including reasonable attorney and consultant fees, directly resulting from City's investigation, study or testing. City's obligation to indemnify the FBO under this section does not release the FBO from its indemnification obligations to the City under any provision of this Agreement.

If any such claim shall be brought against the FBO, (or its officers, employees, agents and successors, collectively "FBO" in this paragraph) then after such the FBO notifies City thereof, City shall be entitled to participate therein as a party, and shall assume the defense thereof at the expense of City with counsel reasonably satisfactory to such the FBO. City shall be entitled to settle and compromise any such claim or action, provided, however, that such the FBO may elect to be represented by separate counsel, at such the FBO's sole expense, and if such the FBO so elects, such settlement or compromise shall be effected only with the consent of such the FBO. Such FBO's consent shall not be unreasonably withheld and shall be granted if such settlement or compromise provides for a complete release of such the FBO. This indemnification and City's obligation hereunder, shall survive after the cancellation, termination or expiration of the Term of this Agreement, with respect to matters arising prior thereto.

g. Right to Take Action

City shall have the right, but not the duty or obligation, to take whatever reasonable action it deems appropriate to protect the Premises and Airport from any material impairment to its value resulting from any escape, seepage, leakage, spillage, discharge, deposit, disposal, emission or release of Environmentally Regulated Substances from the Premises and Airport which violates any Environmental Law and arises out of the FBO's operations on the Premises and Airport during the term of this Agreement. City shall notify the FBO of its intention to take such action in writing thirty (30) days before proceeding under this section. Within such thirty (30) day period, the FBO shall have the opportunity to take whatever reasonable action is mutually agreed upon by the FBO and City to cure the matter of concern or provide City a binding commitment to do so within a reasonable time. If the FBO does not take such action or provide a binding commitment within the thirty (30) day period, City may proceed with the terms of this Section. All reasonable costs associated with any action by the City in connection with the provisions herein, including but not limited to reasonable attorneys' fees, shall be subject to indemnification by the FBO to the City based on a demonstration of FBO's responsibility under this Agreement.

h. Claims Relating to Environmentally Regulated Substances

To the best of the FBO's knowledge (except for matters that have been corrected in accordance with law) (i) no enforcement, investigation, clean-up, removal, remediation or response or other governmental or regulatory actions have been asserted or threatened with respect to the FBO's past operations conducted on the Premises or Airport, or the Premises itself, or against the FBO with respect to or in any way regarding the Premises, pursuant to any Environmental Laws, or relating to Environmentally Regulated Substances; (ii) no violation or noncompliance with Environmental Laws has occurred with respect to the Premises or the FBO's past operations thereon; (iii) no claims with respect to the Premises or the FBO's past operations thereon, or against the FBO with respect to the Premises or Airport or the FBO's past operations thereon relating to Environmental Laws or Environmentally Regulated Substances, have been made or been threatened by any third party, including any governmental entity, agency or representative. For purposes hereof, "the best of the FBO's knowledge" shall mean the actual knowledge without any duty to inquire.

20. Non-Discrimination

a. General

The FBO, for itself, and its heirs, representatives, successors and assigns, as part of the consideration herein, hereby covenants and agrees, as a covenant running

with the land, that (1) no person, on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (2) that in the construction of any improvements on, over, or under the Premises, and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) the FBO shall use the Premises, in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as amended from time to time.

b. Improvements

The FBO, for itself, and its heirs, representatives, successors and assigns, as part of the consideration herein, hereby covenants and agrees, as a covenant running with the land, that in the event improvements are constructed, maintained or otherwise operated on the Premises for a purpose for which a program or activity of the Department of Transportation is extended or for another purpose involving the provision of similar services or benefits, the FBO shall operate such improvements and services in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as amended from time to time.

c. Economic

The FBO, and those operating under agreement with the FBO, shall furnish services authorized by this Agreement on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the FBO and those operating under agreement with the FBO shall be allowed to make reasonable and not unjustly discriminatory discounts, rebates and other similar types of price reductions to volume purchasers.

**21. Civil Rights**

The FBO agrees that it will comply with applicable laws, statutes, Executive Orders and rules that are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates the FBO or its transferee for the period during which federal assistance is extended to the Airport, except where federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the

following period: (1) the period during which the property is used by the sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (2) the period during which the Airport sponsor or any transferee retains ownership or possession of the property.

**22. City's Operation of the Airport**

City shall properly maintain, operate and manage the Airport at all times in a safe manner, according to generally accepted good practices in the State of Minnesota for airports of similar size and character. If for any reason beyond the control of the City (including, but not limited to, war, strike, riots and civil commotion) the City fails to properly maintain, operate or manage the Airport, such failure is not a breach of this Agreement and the City is not liable in damages. This paragraph does not require the City to operate an airport traffic control tower at the Airport unless, in the judgement of the City such operation is deemed necessary.

**23. Use Not Exclusive**

The FBO shall have the right to conduct all operations authorized pursuant to the terms of this Agreement, provided, however, that this Agreement shall not be deemed to grant to the FBO, or those claiming under the FBO the exclusive right to use any part or portion of the Airport other than the Premises.

Notwithstanding the terms of this Agreement, if City enters into an agreement with another commercial or scheduled carrier, commercial operator or other related aviation services company for the purpose of providing any services authorized to FBO under this Agreement, FBO shall be entitled to negotiate any terms of this Agreement which are inconsistent with terms offers to such other company. In the event the parties are unable to reach an agreement on new terms, the FBO may terminate the Agreement and its obligations arising under it with thirty (30) days notice in writing.

**24. General Provisions**

a. Airport Access

The FBO has the privilege of using the public portions of the Airport, such as runways and other public facilities, under such terms, ordinances, rules and regulations as now exist or may be enacted by City, and subject to charges for such use as may be established by City, by ordinance or agreement with the FBO.

b. Waiver

The waiver by City or the FBO of any breach of any term of this Agreement shall not be deemed a waiver of any prior or subsequent breach of the same term or any other term of this Agreement.

c. Headings

The headings in this Agreement are for convenience in references and are not intended to define or limit the scope of any provision of this Agreement. Notwithstanding anything in this Agreement to the contrary, in the event of any failure of Landlord to comply with the provisions of this Agreement, and such failure materially impairs the FBO's use of the Premises, the FBO may elect to terminate this Agreement upon thirty (30) days prior written notice to Landlord unless, prior to the expiration of such period, Landlord has either (i) cured such default or commenced to cure such default and thereafter shall be proceeding with due diligence to complete the same; or (ii) gives written notice to the FBO that it disputes the FBO's assertion that Landlord is in default, in which event Landlord shall simultaneously file a demand for arbitration.

d. Entire Agreement

This Agreement represents the entire agreement between the parties and supercedes any prior agreements regarding the Premises. This Agreement may only be modified if done in writing and executed by both parties.

e. Severability

If any part of this Agreement shall be held invalid, it shall not affect the validity of the remaining parts of this Agreement, provided that such invalidity does not materially prejudice either party under the remaining parts of this Agreement.

f. Governing Law

This Agreement shall be governed by Minnesota law.

g. Public Data

City shall use reasonable care to treat matters pertaining to the FBO's business in a confidential manner to the extent permitted by law. This Agreement, and the information related to it, is subject to the Minnesota Government Data Practices Act, which presumes that data collected by City is public data unless classified otherwise by law.

h. Commitments to Federal and State Agencies

Nothing in this Agreement shall be construed to prevent City from making such commitments as it desires to the Federal Government or the State of Minnesota in order to qualify for the expenditure of Federal or State funds on the Airport.

i. Successors

This Agreement shall extend to and bind the legal representatives, successors and assigns of the parties to this Agreement.

j. Relationship of Parties

Nothing contained in this Agreement shall be deemed to create a partnership, association or joint venture between City and the FBO, or to create any other relationship between the parties other than that of Landlord and the FBO.

k. Consent and Approvals

Whenever in this Agreement the consent or approval of City is required, such phrase means that the request shall first be submitted for approval to the airport commission who shall make a recommendation to said approval to the City Council and the final approval shall be approved by the Marshall City Council. When the consent or approval of City's staff is required, such phrase means the consent or approval from the appropriate employee or agent of City.

l. Notice

Any notice required under this Agreement shall be in writing and delivered in person or by courier or mailed by certified mail, return receipt requested by United States Mail, postage prepaid addressed as follows:

City: City of Marshall, Minnesota  
Attn: Marshall City Administrator  
344 West Main Street  
Marshall, Minnesota 56258

Tenant: Southwest Aviation, Inc.  
Attn: Mr. Pete Johnson  
C/O Midwest Aviation  
1650 W. College Drive, Suite 100  
Marshall, MN 56258

Notice is deemed given (i) two (2) business days after being deposited in the mail, whether or not the notice is accepted by the named recipient, or (ii) if delivered by any other means, the date such notice is actually received by the named recipient.

Either party may change the party's address for notice by providing written notice to the other party.

IN WITNESS WHEREOF, City and the FBO have executed this Agreement as of the dates indicated below.

CITY:

CITY OF MARSHALL



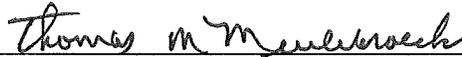
By: Robert J. Byrnes  
Its: Mayor

Date: 12-2-14



By: Benjamin S. Martig  
Its: City Administrator

Date: 12-2-14



By: Thomas M. Meulebroeck  
Its: City Clerk/Finance Director

Date: 12-2-14

TENANT

SOUTHWEST AVIATION, INC. DBA MIDWEST AVIATION

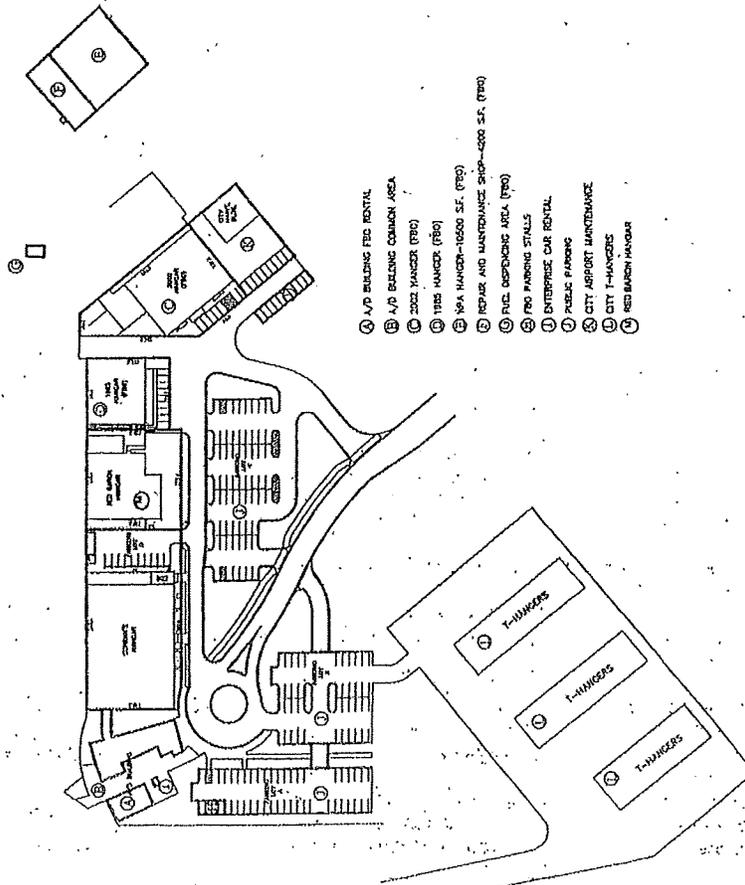


By: Pete Johnson  
Its: President

Date: 12-2-14

EXHIBIT "A"

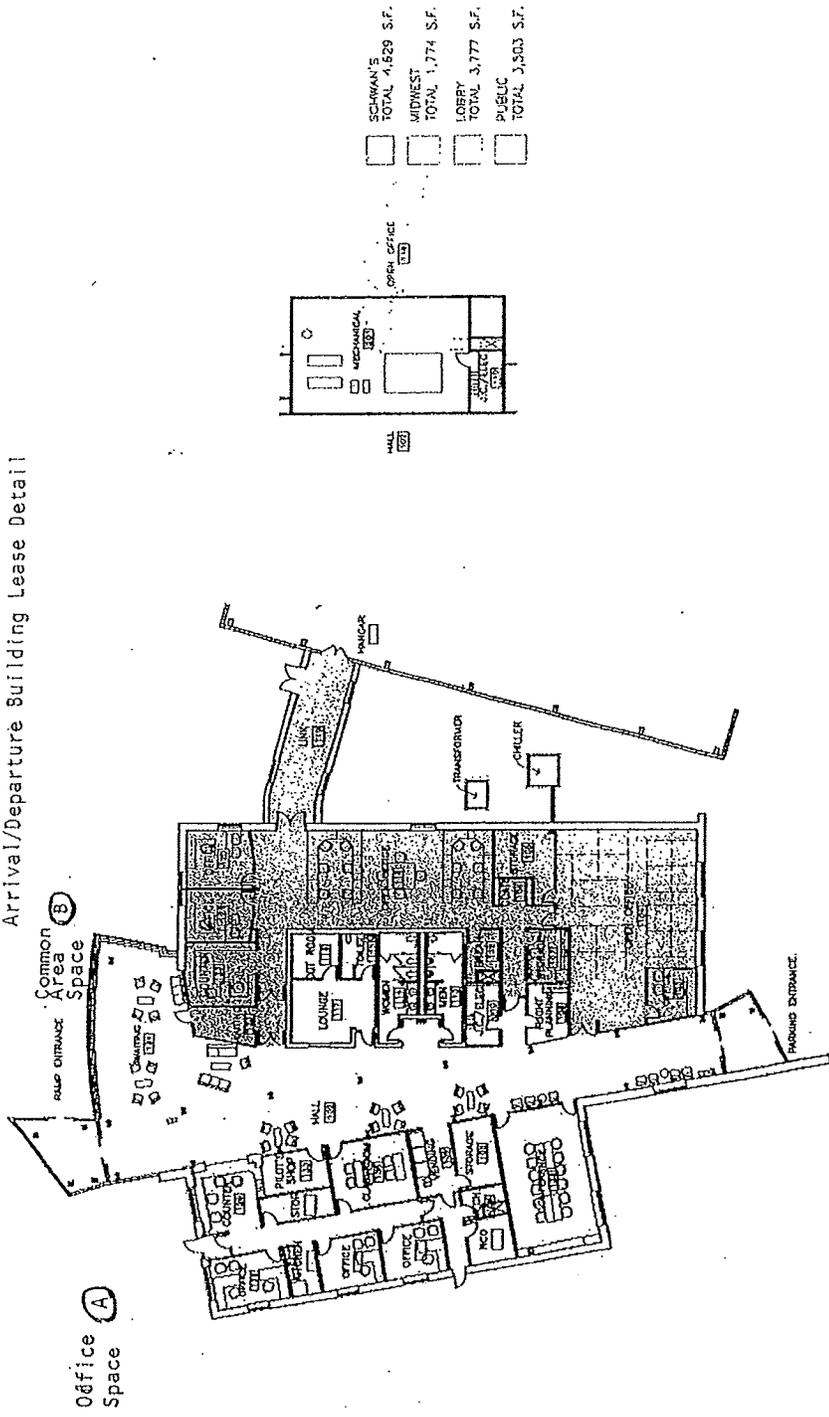
SOUTHWEST MINNESOTA REGIONAL AIRPORT  
MARSHALL RYAN FIELD



- ① A/D BUILDING FED RENTAL
- ② A/D BUILDING COMMON AREA
- ③ 2002 HANGER (FRP)
- ④ 1985 HANGER (FRP)
- ⑤ 1994 HANGER-10500 SF. (FRP)
- ⑥ REPAIR AND MAINTENANCE 2000-2200 SF. (FRP)
- ⑦ PUL. OFFSHORE AREA (FRP)
- ⑧ PRO PARKING STALLS
- ⑨ ENTERPRISE CAR RENTAL
- ⑩ PUBLIC PARKING
- ⑪ CITY AIRPORT MAINTENANCE
- ⑫ CITY T-HANGERS
- ⑬ 800 BUNCH HANGER

EXHIBIT "A-1"

Arrival/Departure Building Lease Detail



1 FIRST FLOOR PLAN  
NO SCALE



2 MEZZANINE FLOOR PLAN  
NO SCALE



EXHIBIT "B"

Rental Fees

- Monthly Pro-Rata Rent/Building Rental Fees for premises identified in Section 1a. – Description of Premises shall include: Section 4. Cleaning, Building Maintenance and Operational Expenses, Section 7. Rent, 8a. Utilities, 8b. Maintenance Fees, and 14b. City's Required Insurance:

-General FBO Lease	\$543.00/Mo.
-1985 Hangar	\$575.00/Mo.
-2002 Hangar	\$2,444.00/Mo.
-Red Baron Hangar	\$1,938.00/Mo.

Total Monthly Rent \$5,500.00/Mo.\*

\*This rent shall be adjusted annually by the City at a cap not to exceed the Consumer Price Index for All Urban Consumers (CPI-U) as determined in October of each succeeding year during the term of this Lease.

**RESOLUTION NO. 4092, SECOND SERIES**

**RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE FIXED BASE OPERATOR'S AGREEMENT AND COMMERCIAL LEASE BETWEEN THE CITY OF MARSHALL AND SOUTHWEST AVIATION, INC. DBA MIDWEST AVIATION**

WHEREAS, the parties City of Marshall and Southwest Aviation, Inc. doing business as Midwest Aviation, entered into a Fixed Base Operator's Agreement and Commercial Lease on January 1, 2004 for a period of ten years; and

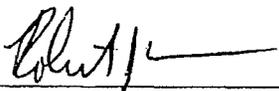
WHEREAS, the present ten year FBO lease was effective through 12/31/2013, has been carried forward for 2014 based upon the terms as previously established.

WHEREAS, continuing discussions and negotiations have revolved around description of the premises that will be leased as well as the monthly rental for the property. The parties have both agreed that Parcel F (the repair and maintenance shop) will no longer be leased by the FBO; however, Parcel M (Red Baron Hangar) will be leased by the FBO.

NOW, THEREFORE, BE IT RESOLVED, that the City of Marshall does hereby authorize the proper City officials to execute a Fixed Base Operator's Agreement and Commercial Lease between City of Marshall and Southwest Aviation, Inc. doing business as Midwest Aviation, to be in place for the period of time January 1, 2015 through December 31, 2024.

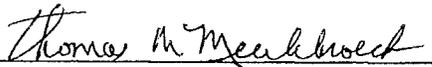
Passed and Adopted by the Council this 10<sup>th</sup> day of November, 2014.

CITY OF MARSHALL



By: Robert J. Byrnes  
Its: Mayor

ATTEST:



By: Thomas M. Meulebroeck  
Its: City Clerk/Finance Director

THIS INSTRUMENT WAS DRAFTED BY:

QUARNSTROM & DOERING, P.A.  
MARSHALL CITY ATTORNEY  
By: Dennis H. Simpson  
109 South Fourth Street  
Marshall, MN 56258  
(507) 537-1441



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 11, 2021
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Resolution Awarding the Sale of General Obligation Bonds, Series 2021A
<b>Background Information:</b>	<p>Attached please find an initial draft of the resolution awarding the sale of the Bonds, which is to be considered by the City Council of the City of Marshall, Minnesota on May 11, 2021. After the sale of the Bonds, Kennedy &amp; Graven (Bond Council) will update the Award Resolution with the post-sale information received from Baker Tilly, and circulate an updated version in advance of the meeting that evening.</p> <p>Director of Administrative Services, Annette Storm, and Terri Heaton, with Baker Tilly Municipal Advisors, will present the findings from the bond sale that is scheduled for May 11, 2021.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	Approve Resolution Awarding the Sale of General Obligation Bonds, Series 2021A

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Marshall, Minnesota, was duly held [remotely by telephone or other electronic means] [at the MERIT Center in said City] on Tuesday, May 11, 2021, commencing at 5:30 p.m.

The following members were present:

and the following were absent:

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's General Obligation Bonds, Series 2021A, proposed to be issued in the aggregate principal amount of \$[Par Amount].

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

After due consideration of the proposals, Council Member \_\_\_\_\_ introduced the following written Resolution No. 21-040 attached hereto and moved its adoption. The motion for the adoption of the resolution was duly seconded by Council Member \_\_\_\_\_ and upon a vote being taken thereon, the following Council Members voted AYE:

and the following voted NAY:

Passed, adopted, approved and filed this 11th day of May, 2021.

**CITY OF MARSHALL, MINNESOTA**

**RESOLUTION NO. 21-040**

**AWARDING THE SALE OF GENERAL OBLIGATION BONDS,  
SERIES 2021A, IN THE AGGREGATE PRINCIPAL AMOUNT OF  
\$[Par Amount]; FIXING THEIR FORM AND SPECIFICATIONS;  
DIRECTING THEIR EXECUTION AND DELIVERY; AND  
PROVIDING FOR THEIR PAYMENT**

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

Section 1. Sale of Bonds.

1.01. Authorization for Sale of Bonds. Pursuant to a resolution adopted by the City Council on April 13, 2021, the City authorized the sale of its General Obligation Bonds, Series 2021A (the “Series 2021A Bonds” or “Bonds”), for the following purposes:

(a) to finance certain street reconstruction described in a five-year street reconstruction plan, adopted by the City Council on March 23, 2021, including the N 1st Street/W Marshall/W Redwood Reconstruction, and James Ave Reconstruction & Storm Outfall Improvement (the “Street Reconstruction”), pursuant to Minnesota Statutes, Chapter 475, as amended (“Chapter 475”), including specifically Section 475.58, subdivision 3b (collectively, the “Street Reconstruction Act”);

(b) to finance certain public improvements, including the construction of a restroom at Patriot Park in the City (the “Public Improvements”), pursuant to Chapter 475 and Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (collectively, the “Abatement Act”), and a resolution adopted by the City Council on March 23, 2021 following a duly noticed public hearing, approving a property tax abatement (the “Abatements”) for certain property in the City (the “Abatement Parcels”) over a period of eight (8) years, in an amount sufficient to pay the principal amount of and interest on bonds issued to finance the Public Improvements;

(c) to finance the purchase of certain items of capital equipment, including a front end loader snowblower and an articulating wheel loader (the “Capital Equipment”), pursuant to Chapter 475 and Minnesota Statutes, Sections 410.32 and 412.301, as amended (collectively, the “Capital Equipment Act”);

(d) to finance certain capital improvements under an approved five-year capital improvement plan, adopted by the City Council on March 23, 2021, including the construction of a new roof on a fire station in the City (the “Capital Improvements”), pursuant to Chapter 475, including in particular, Section 475.521 (the “CIP Act”).

1.02. Award to the Purchaser and Interest Rates. The proposal of \_\_\_\_\_ (the “Purchaser”) to purchase the Bonds of the City is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$\_\_\_\_\_ (par amount of \$[Par Amount].00, plus original issue premium of \$\_\_\_\_\_, [less plus original issue discount of \$\_\_\_\_\_,] less underwriter’s discount of \$\_\_\_\_\_), plus accrued interest to date of delivery, if any, for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year of</u>	<u>Interest Rate</u>
2023	%	2027	%
2024		2028	
2025		2029	
2026		2030	

[ \_\_\_\_\_  
\* *Term Bond*]

True interest cost: \_\_\_\_\_%

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

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Street Reconstruction Act, the Abatement Act, the Capital Equipment Act, and the CIP Act (collectively, the “Act”) in the total principal amount of \$\_\_\_\_\_, originally dated the date of issue, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	\$	2027	\$
2024		2028	
2025		2029	
2026		2030	

[ \_\_\_\_\_  
\* *Term Bond*]

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

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	\$	2027	\$
2024		2028	
2025		2029	
2026		2030	

[ \_\_\_\_\_  
\* *Term Bond*]

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

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	\$	2026	\$
2024		2027	
2025			

[\_\_\_\_\_  
\* *Term Bond*]

(c) \$\_\_\_\_\_ of the Bonds (the “Equipment Certificates”), maturing on February 1 in the years and amounts set forth below, are being used to finance the Capital Equipment:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	\$	2027	\$
2024		2028	
2026		2029	
2026		2030	

[\_\_\_\_\_  
\* *Term Bond*]

(d) \$\_\_\_\_\_ of the Bonds (the “CIP Bonds”), maturing on February 1 in the years and amounts set forth below, are being used to finance the CIP Improvements:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	\$	2026	\$
2024		2027	
2025			

[\_\_\_\_\_  
\* *Term Bond*]

1.05. Optional Redemption. The Bonds are not subject to optional redemption prior to maturity.

1.06. [Mandatory Redemption; Term Bond. The Bond maturing on February 1, 20\_\_ shall hereinafter be referred to as the “Term Bond.” The principal amount of the Term Bond subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bond credited against future mandatory sinking fund redemption of such Term Bond in such order as the City shall determine. The Term Bond is subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

<u>February 1, [ ] Term Bond</u>	<u>Principal Amount</u>
20__	\$
20__*	

\* Maturity]

Section 2. Registration and Payment.

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

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2022, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

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

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

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

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

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

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the

requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

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

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

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

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

2.04. Appointment of Initial Registrar. The City appoints U.S. Bank National Association, Saint Paul, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the City Administrator must transmit to the Registrar monies sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved or lithographed facsimiles of the

originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the City Administrator will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

2.06. Temporary Bonds. The City may elect to deliver in lieu of printed definitive Bonds one or more typewritten temporary Bonds in substantially the form set forth in EXHIBIT B attached hereto, with such changes as may be necessary to reflect more than one maturity in a single temporary bond. Upon the execution and delivery of definitive Bonds the temporary Bonds will be exchanged therefor and cancelled.

Section 3. Form of Bond.

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

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

Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds are payable from the General Obligation Bonds, Series 2021A Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered and maintained by the Finance Director as a bookkeeping fund separate and apart from all other funds maintained in the official financial records of the City. The City will maintain the following accounts in the Debt Service Fund: the "Street Reconstruction Bonds Account," the "Abatement Bonds Account," the "Equipment Certificates Account," and the "CIP Bonds Account." Amounts in the Street Reconstruction Bonds Account are irrevocably pledged to the Street Reconstruction Bonds, amounts in the Abatement Bonds Account are irrevocably pledged to the Abatement Bonds, amounts in the Equipment Certificates Account are irrevocably pledged to the Equipment Certificates, and amounts in the CIP Bonds Account are irrevocably pledged to the CIP Bonds.

(a) Street Reconstruction Bonds Account. Ad valorem taxes herein levied for the payment of the principal of, premium, if any, and interest on the Street Reconstruction Bonds are hereby pledged to the Street Reconstruction Bonds Account of the Debt Service Fund. A portion of the proceeds of the Street Reconstruction Bonds shall be deposited in the Street Reconstruction Bonds Account of the Debt Service Fund and shall be applied to the payment of the first interest payment due on the Street Reconstruction Bonds on February 1, 2022. There is appropriated to the Street Reconstruction Bonds Account of the Debt Service Fund a pro rata portion of (i) capitalized interest financed from Bond proceeds, if any; (ii) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (iii) accrued interest, if any.

(b) Abatement Bonds Account. Abatements from the Abatement Parcels and ad valorem taxes levied for the payment of interest on the Abatement Bonds are hereby pledged to the Abatement Bonds Account of the Debt Service Fund. A portion of the proceeds of the Abatement Bonds shall be deposited in the Abatement Bonds Account of the Debt Service Fund and shall be applied to the payment of the first interest payment due on the Abatement Bonds on February 1, 2022. There is appropriated to the Abatement Bonds Account of the Debt Service Fund a pro rata portion of (i) capitalized interest financed from Bond proceeds, if any; (ii) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (iii) accrued interest, if any.

(c) Equipment Certificates Account. Ad valorem taxes herein levied for the Capital Equipment are hereby pledged to the Equipment Certificates Account of the Debt Service Fund. A portion of the proceeds of the Equipment Certificates shall be deposited in the Equipment Certificates Account of the Debt Service Fund and shall be applied to the payment of the first interest payment due on the Equipment Certificates on February 1, 2022. There is appropriated to the Equipment Certificates Account a pro rata portion of (i) capitalized interest financed from Bond proceeds, if any; (ii) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (iii) accrued interest.

(d) CIP Bonds Account. Ad valorem taxes herein levied for payment of the principal of, premium, if any, and interest on the CIP Bonds are hereby pledged to the CIP Bonds Account of the Debt Service Fund. A portion of the proceeds of the CIP Bonds shall be deposited in the CIP Bonds Account of the Debt Service Fund and shall be applied to the payment of the first interest payment due on the CIP Bonds on February 1, 2022. There is also appropriated to the CIP Bonds Account of the Debt Service Fund a pro rata portion of (i) capitalized interest financed from Bond proceeds, if any; (ii) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (iii) accrued interest, if any.

4.02. Construction Fund. The City hereby creates the General Obligation Bonds, Series 2021A Construction Fund (the "Construction Fund"). The City will maintain the following accounts in the Construction Fund: the "Street Reconstruction Bonds Account," the "Abatement Bonds Account," the "Equipment Certificates Account," and the "CIP Bonds Account." Amounts in the Street Reconstruction Bonds Account are irrevocably pledged to the Street Reconstruction Bonds, amounts in the Abatement Bonds Account are irrevocably pledged to the Abatement Bonds, amounts in the Equipment Certificates Account are irrevocably pledged to the Equipment Certificates, and amounts in the CIP Bonds Account are irrevocably pledged to the CIP Bonds.

(a) Street Reconstruction Bonds Account. Proceeds of the Street Reconstruction Bonds, less the appropriations made in Section 4.01(a), together with any other funds appropriated for the Street Reconstruction and ad valorem taxes collected during the construction of the Street Reconstruction, will be deposited in the Street Reconstruction Bonds Account of the Construction Fund to be used solely to defray expenses of the Street Reconstruction. When the Street Reconstruction is completed and the costs thereof paid, the Street Reconstruction Bonds Account of the Construction Fund is to be closed and any balance therein is to be deposited in the Street Reconstruction Bonds Account of the Debt Service Fund.

(b) Abatement Bonds Account. Proceeds of the Abatement Bonds, less the appropriations made in Section 4.01(b), together with any other funds appropriated for the Public Improvements, Abatements and ad valorem taxes collected during the construction of the Public

Improvements, will be deposited in the Abatement Bonds Account of the Construction Fund to be used solely to defray expenses of the Public Improvements. When the Public Improvements are completed and the costs thereof paid, the Abatement Bonds Account of the Construction Fund is to be closed and any balance therein is to be deposited in the Abatement Bonds Account of the Debt Service Fund.

(c) Equipment Certificates Account. The proceeds of the Equipment Certificates, less the appropriations made in Section 4.01(c) hereof, together with any other funds appropriated for the purchase of Capital Equipment, will be deposited in the Equipment Certificates Account of the Construction Fund to be used solely to defray expenses of the Capital Equipment. When the Capital Equipment is purchased and the costs thereof paid, the Equipment Certificates Account of the Construction Fund is to be closed and any balance therein is to be deposited in the Equipment Certificates Account of the Debt Service Fund.

(d) CIP Bonds Account. Proceeds of the CIP Bonds, less the appropriations made in Section 4.01(d), together with any other funds appropriated for the Capital Improvements and ad valorem taxes collected during the construction of the Capital Improvements, will be deposited in the CIP Bonds Account of the Construction Fund to be used solely to defray expenses of the Capital Improvements. When the Capital Improvements are completed and the costs thereof paid, the CIP Bonds Account of the Construction Fund is to be closed and any balance therein is to be deposited in the CIP Bonds Account of the Debt Service Fund.

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

4.04. Pledge of Tax Levy. For the purpose of paying the principal of and interest on the Street Reconstruction Bonds, the Equipment Certificates, and the CIP Bonds, and the interest on the Abatement Bonds, there is levied a direct annual irrevocable ad valorem tax (the "Taxes") upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes in the years and amounts as attached hereto as EXHIBIT C will be credited to the Street Reconstruction Bonds Account, the Equipment Certificates Account, the Abatement Bonds Account, and the CIP Account of the Debt Service Fund, respectively, as provided above.

4.05. Certification to County Auditor/Treasurer as to Debt Service Fund Amount. It is hereby determined that the estimated collections of Taxes, Abatements, and Net Revenues will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levy herein provided for the Bonds is irrevocable until all of the Bonds are paid, provided that at the time the City makes its annual tax levies the Finance Director may certify to the County Auditor/Treasurer of Lyon County, Minnesota (the "County Auditor/Treasurer") the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditor/Treasurer will thereupon reduce the levy collectible during such year by the amount so certified.

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

Section 5.        Authentication of Transcript.

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

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

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

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

Section 6.        Tax Covenants.

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

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

6.03 Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

- (a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;
- (b) the City designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;
- (c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2021 will not exceed \$10,000,000; and
- (d) not more than \$10,000,000 of obligations issued by the City during calendar year 2021 have been designated for purposes of Section 265(b)(3) of the Code.

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

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

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

7.01 The Depository Trust Company. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02 Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder

and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

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

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

7.05 Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

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

Section 9. Defeasance. When all the Bonds (or all of any of the Street Reconstruction Bonds, Abatement Bonds, Equipment Certificates, or CIP Bonds portion thereof) have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution (with respect to the Street Reconstruction Bonds, Abatement Bonds, Equipment Certificates, or CIP Bonds portion of the Bonds, as the

case may be) to holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds (or all of any of the Street Reconstruction Bonds, Abatement Bonds, Equipment Certificates, or CIP Bonds portion thereof) which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

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Passed and adopted this May 11, 2021.

**CITY OF MARSHALL, MINNESOTA**

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Robert J. Byrnes  
Mayor

Attest:

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Kyle Box  
City Clerk

**EXHIBIT A**

**PROPOSALS**

**EXHIBIT B**

**FORM OF SERIES 2021A BOND**

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

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

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

GENERAL OBLIGATION BOND  
SERIES 2021A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____ %	February 1, 20__	June 10, 2021	572500 ____

Registered Owner: CEDE & CO.

The City of Marshall Minnesota, a duly organized and existing municipal corporation in Lyon County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$\_\_\_\_\_ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable February 1 and August 1 in each year, commencing February 1, 2022, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank National Association, Saint Paul, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The Bonds are not subject to optional redemption prior to maturity.

[The Bond maturing on February 1, 20\_\_ shall hereinafter be referred to as the "Term Bond." The principal amount of the Term Bond subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bond credited against future mandatory sinking fund redemption of such Term Bond in such order as the City shall determine. The Term Bond is subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

February 1, 20[ ] Term Bond

Principal Amount

\$

\_\_\_\_\_  
\* Maturity]

This Bond is one of an issue in the aggregate principal amount of \$[Par Amount] all of like original issue date and tenor, except as to number, maturity date, interest rate, and redemption privilege, all issued pursuant to a resolution adopted by the City Council on May 11, 2021 (the “Resolution”), for the purpose of financing certain street reconstruction, certain public improvements to a park in the City, the purchase of certain items of capital equipment, and certain capital improvements in the City, pursuant to and in full conformity with the City’s home rule charter and the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Sections 410.32 and 412.301, as amended, Minnesota Statutes, Sections 469.1812 through 469.1815, as amended, Minnesota Statutes, Chapter 475, as amended, Minnesota Statutes, Section 475.521, and Minnesota Statutes, Section 475.58, subdivision 3b, and the principal hereof and interest hereon are payable in part from ad valorem taxes and in part from tax abatement revenues, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in taxes and abatement pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City Council has designated the issue of Bonds of which this Bond forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) relating to disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

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

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

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

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

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

Dated: June 10, 2021

**CITY OF MARSHALL, MINNESOTA**

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

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

**CERTIFICATE OF AUTHENTICATION**

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

**U.S. BANK NATIONAL ASSOCIATION**

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

**ASSIGNMENT**

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

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

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

Signature Guaranteed:

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

Please insert social security or other identifying number of assignee

\_\_\_\_\_

**PROVISIONS AS TO REGISTRATION**

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

Date of Registration

Registered Owner

Signature of  
Officer of Registrar

Cede & Co.  
Federal ID #13-2555119

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

[Insert Street Reconstruction Bonds Tax Levy Schedule]

[Insert Abatement Bonds Tax Levy Schedule]

[Insert Equipment Certificates Tax Levy Schedule]

[Insert CIP Bonds Tax Levy Schedule]

STATE OF MINNESOTA     )  
  )  
COUNTY OF LYON         ) SS.  
  )  
CITY OF MARSHALL        )

I, the undersigned, being the duly qualified and acting City Clerk of the City of Marshall, Minnesota (the “City”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on May 11, 2021, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City’s General Obligation Bonds, Series 2021A, in the original aggregate principal amount of \$[\_\_\_\_\_].

WITNESS My hand officially as such City Clerk and the corporate seal of the City this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk  
City of Marshall, Minnesota

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, May 11, 2021
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Resolution Awarding the Sale of General Obligation Bonds, Series 2021B
<b>Background Information:</b>	<p>Attached please find an initial draft of the resolution awarding the sale of the Bonds, which is to be considered by the City Council of the City of Marshall, Minnesota on May 11, 2021. After the sale of the Bonds, Kennedy &amp; Graven (Bond Council) will update the Award Resolution with the post-sale information received from Baker Tilly, and circulate an updated version in advance of the meeting that evening.</p> <p>Director of Administrative Services, Annette Storm, and Terri Heaton, with Baker Tilly Municipal Advisors, will present the findings from the bond sale that is scheduled for May 11, 2021.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	Approve Resolution Awarding the Sale of General Obligation Bonds, Series 2021B

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Marshall, Minnesota, was duly held [remotely by telephone or other electronic means] [at the MERIT Center in said City] on Tuesday, May 11, 2021, commencing at 5:30 p.m.

The following members were present:

and the following were absent:

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's General Obligation State Aid Street Bonds, Series 2021B, proposed to be issued in the aggregate principal amount of \$[Par Amount].

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

After due consideration of the proposals, Council Member \_\_\_\_\_ introduced the following written Resolution No. 21-041, attached hereto and moved its adoption. The motion for the adoption of the resolution was duly seconded by Council Member \_\_\_\_\_ and upon a vote being taken thereon, the following Council Members voted AYE:

and the following voted NAY:

Passed, adopted, approved and filed this 11th day of May, 2021.

CITY OF MARSHALL, MINNESOTA

RESOLUTION NO. 21-041

AWARDING THE SALE OF GENERAL OBLIGATION STATE AID STREET BONDS, SERIES 2021B, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$[Par Amount]; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT

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

Section 1. Background.

1.01 Authorization for Sale of Bonds. Pursuant to a resolution adopted by the City Council on April 13, 2021, the City authorized the sale of its General Obligation State Aid Street Bonds, Series 2021B (the "Series 2021B Bonds" or "Bonds") to finance City's 2021 Municipal State Aid road projects (the "State Aid Improvements") pursuant to Minnesota Statutes, Chapter 475, as amended, and Minnesota Statutes, Section 162.18, as amended (collectively, the "State Aid Act" or "Act").

Section 2. Sale of Bonds.

2.01 Award to the Purchaser and Interest Rates. The proposal of \_\_\_\_\_ (the "Purchaser") to purchase the Bonds of the City is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$\_\_\_\_\_ (par amount of \$[Par Amount].00, plus original issue premium of \$\_\_\_\_\_, [less original issue discount of \$\_\_\_\_\_,] less underwriter's discount of \$\_\_\_\_\_), plus accrued interest to date of delivery, if any, for Bonds bearing interest as follows:

<u>Year of Maturity</u>	<u>Interest Rate</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
2022	_____ %	2026	_____ %
2023		2027	
2024		2028	
2025		2029	

[ \_\_\_\_\_  
\* Term Bond]

True interest cost: \_\_\_\_\_ %

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

2.03. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act, in the total principal amount of \$[Par Amount], originally dated the date of issue, the Bonds being in fully registered form and issued in the denomination of \$5,000 or any integral multiple thereof, numbered No. R-1 and upward, bearing interest as above set forth, and maturing on April 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2022	\$ _____	2026	\$ _____
2023		2027	
2024		2028	
2025		2029	

2.04. Optional Redemption. The Bonds are not subject to optional redemption prior to maturity.

[2.05. Mandatory Redemption; Term Bond. The Bond maturing on April 1, 20\_\_ shall hereinafter be referred to as the “Term Bond.” The principal amount of the Term Bond subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bond credited against future mandatory sinking fund redemption of such Term Bond in such order as the City shall determine. The Term Bond is subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

<u>April 1, 20__ Term Bond</u>	<u>Principal Amount</u>
20__	\$ _____
20__*	_____

\* Maturity]

Section 3. Form; Registration.

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

3.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds will be payable on April 1 and October 1 in each year, commencing April 1, 2022, to the registered owners of record as of the close of business on the 15th day of the immediately preceding month, whether or not that day is a business day.

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

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

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

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

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

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

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

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

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

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

3.04. Appointment of Initial Registrar. The City appoints U.S. Bank National Association, Saint Paul, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the City Administrator must transmit to the Registrar monies sufficient for the payment of all principal and interest then due.

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

3.06. Temporary Bonds. The City may elect to deliver in lieu of printed definitive Bonds one or more typewritten temporary Bonds in substantially the form set forth in EXHIBIT B attached hereto, with such changes as may be necessary to reflect more than one maturity in a single temporary bond. Upon the execution and delivery of definitive Bonds the temporary Bonds will be exchanged therefor and cancelled.

3.07. Form of Bonds. The Bonds will be printed or typewritten in substantially the form attached hereto as Exhibit B.

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

Section 4. Funds and Accounts; Security; Payment.

4.01. Debt Service Fund. The Bonds are payable from the General Obligation State Aid Street Bonds, Series 2021B Debt Service Fund (the “Debt Service Fund”) hereby created. The Debt Service Fund shall be administered and maintained by the Finance Director as a bookkeeping fund separate and apart from all other funds maintained in the official financial records of the City. Amounts in the Debt Service are irrevocably pledged to the Series 2021B Bonds. The Finance Director shall timely deposit in the Debt Service Fund, state aid (the “State Aid”) to be received from the State of Minnesota Municipal State-Aid Street Fund (“Municipal State Aid Street Fund”) allocated or to be allocated to the City from its account in the Municipal State Aid Street Fund sufficient to pay principal and interest on the Series 2021B Bonds, which are pledged to the Debt Service Fund. There is also appropriated to the Debt Service Fund any original issue premium and any rounding amount, to the extent designated for deposit in the Debt Service Fund in accordance with Section 2.02 hereof.

4.02. Construction Fund. The City hereby creates the General Obligation State Aid Street Bonds, Series 2021B Construction Fund (the “Construction Fund”) to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. Amounts in the Construction will be used to construct the State Aid Improvements. Proceeds of the Series 2021B Bonds, less the appropriations made in Section 4.01 hereof, together with any other funds appropriated for the State Aid Improvements and the State Aid collected during the construction of the State Aid Improvements, will be deposited in the Construction Fund to be used solely to defray expenses of the State Aid Improvements and the payment of principal of and interest on the Series 2021B Bonds prior to the completion and payment of all costs of the State Aid Improvements. Any balance remaining in the Construction Fund after completion of the State Aid Improvements may be used solely in accordance with the State Aid Act for the establishment, location, relocation, construction, reconstruction, and improvement of municipal state-aid streets in the City under the State Aid Act, under the direction of the City Council. When the State Aid Improvements are completed and the cost thereof paid, the Construction Fund is to be closed and any State Aid and other remaining funds may be deposited in the Debt Service Fund.

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

4.04. No Tax Levy Required and Debt Service Coverage. It is hereby determined that the foregoing collections of State Aid for payment of principal and interest on the Bonds will produce at least five percent (5%) in excess of the amount needed to meet when due, the principal and interest payments on the Bonds and that no tax levy is needed at this time.

4.04 Registration of Resolution. The City Administrator is authorized and directed to file a certified copy of this resolution with the County Auditor/Treasurer of Lyon County, Minnesota and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their

knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

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

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

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

## Section 6. Tax Covenants.

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

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

6.03. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

- (a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;

(b) the City hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2021 will not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the City during calendar year 2021 have been designated for purposes of Section 265(b)(3) of the Code.

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

6.01 Reimbursement. The City has or may have incurred certain expenditures with respect to the State Aid Improvements that were financed temporarily from other sources but are expected to be reimbursed with proceeds of the Bonds. The City hereby declares its intent to reimburse certain costs of the State Aid Improvements from proceeds of the Bonds (the “Declaration”). This Declaration is intended to constitute a declaration of official intent for purposes of the Section 1.150-2 of the Treasury Regulations promulgated under the Code.

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

7.01. The Depository Trust Company. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

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

DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

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

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

7.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC’s Operational Arrangements, as set forth in the Representation Letter.

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

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

redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

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Passed and adopted this May 11, 2021.

**CITY OF MARSHALL, MINNESOTA**

---

Robert J. Byrnes  
Mayor

Attest:

---

Kyle Box  
City Clerk

**EXHIBIT A**

**PROPOSALS**

**EXHIBIT B**

**FORM OF SERIES 2021B BOND**

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

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

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

GENERAL OBLIGATION BOND  
SERIES 2021B

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____ %	April 1, 20__	June 10, 2021	572500 _____

Registered Owner: CEDE & CO.

The City of Marshall Minnesota, a duly organized and existing municipal corporation in Lyon County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$\_\_\_\_\_ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable April 1 and October 1 in each year, commencing April 1, 2022, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by City Finance Director, Coon Rapids, Minnesota, as Registrar, Authenticating Agent and Paying Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The Bonds are not subject to optional redemption prior to maturity.

[The Bond maturing on April 1, 20\_\_ shall hereinafter be referred to as the "Term Bond." The principal amount of the Term Bond subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bond credited against future mandatory sinking fund redemption of such Term Bond in such order as the City shall determine. The Term Bond is subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on April 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

April 1, 20[ ] Term Bond

Principal Amount  
\$

\_\_\_\_\_  
\* Maturity]

This Bond is one of an issue in the aggregate principal amount of \$[Par Amount], all of like original issue date and tenor, except as to number, maturity date, interest rate, and redemption privilege, all issued pursuant to a resolution adopted by the City Council on May 11, 2021 (the “Resolution”), for the purpose of providing monies in part for establishing, locating, relocating, constructing, reconstructing, and improving municipal state-aid streets, pursuant to and in full conformity with its home rule charter and the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475, as amended and Minnesota Statutes, Section 162.18, as amended. The principal hereof and interest hereon are payable primarily from City’s annual allotments from the State of Minnesota’s Municipal State-Aid Street Fund, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy ad valorem taxes on all taxable property in the City in the event of any deficiency in the state aid pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City Council has designated the issue of Bonds of which this Bond forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) relating to disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

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

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

The City has designated the Bonds as “qualified tax-exempt obligations” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed preliminary to and in the issuance of this bond have been done, have happened and have been performed in regular and due form, time and manner, that prior to the issuance of this bond the City Council of the City has provided funds for the payment of principal and interest on the bonds of this issue as the same become due, but the full faith and credit of the City is pledged for their payment and taxes will be levied, if required for such purpose, without limitation as to the rate of amount; and that this bond, together with all other indebtedness of the City outstanding on the date of its issuance, does not exceed any constitutional or statutory limitation thereon.

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

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

Dated: June 10, 2021

**CITY OF MARSHALL, MINNESOTA**

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

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

**CERTIFICATE OF AUTHENTICATION**

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

**U.S. BANK NATIONAL ASSOCIATION**

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

**ASSIGNMENT**

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

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

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

Signature Guaranteed:

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

Please insert social security or other identifying number of assignee

\_\_\_\_\_

**PROVISIONS AS TO REGISTRATION**

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

Date of Registration

Registered Owner

Signature of  
Officer of Registrar

Cede & Co.  
Federal ID #13-2555119

STATE OF MINNESOTA     )  
  )  
COUNTY OF LYON         ) SS.  
  )  
CITY OF MARSHALL        )

I, the undersigned, being the duly qualified and acting City Clerk of the City of Marshall, Minnesota (the “City”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on May 11, 2021, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City’s General Obligation State Aid Street Bonds, Series 2021B, in the original aggregate principal amount of \$[\_\_\_\_\_].

WITNESS My hand officially as such City Clerk and the corporate seal of the City this \_\_\_ day of May, 2021.

\_\_\_\_\_  
City Clerk  
City of Marshall, Minnesota

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 11, 2021
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Approve Amendment to Agreement to Deferred Special Assessment. Pay Water Assessment, \$8,469.77. Continue Deferral of Sanitary Sewer Assessment, \$8,821.19.
<b>Background Information:</b>	<p>In 2008 City of Marshall concluded improvement Project Y42, Club 59 Improvement Project. Said project included the installation of water service and sanitary sewer service for recently annexed Club 59 Addition to the City of Marshall. At that time, it was agreed that there was no present value for the improvement received by property owners Paul R. Thooft and Karen L. Thooft, husband and wife. Property legally described as Lot 4, Block 1, Club 59 Addition to the City of Marshall. At that time water assessment \$8,469.77 and sanitary sewer assessment \$8,821.19 were deferred. Special assessment deferred total \$17,390.66. An agreement for deferred assessment was recorded in the office of the Lyon County Recorder.</p> <p>Property owners Paul R. Thooft and Karen L. Thooft have requested that they be allowed to access the waterline installed. Accessing the waterline would now indicate that the previously deferred assessment should be now assessed against the property and that the property owners can either pay the assessment in full or that matter can be spread out over a 10-year period of time. Principal payment \$8,469.77 plus interest of 6.1% will be collected as part of the property owners' annual real estate tax payments.</p> <p>The remaining sanitary sewer assessment \$8,821.19 will continue to be deferred. The proposed amendment to the agreement for deferred assessment previously recorded has been prepared and has been signed by property owners. Property owners are responsible for the water assessment, as well as paying for the installation of a service line to bring water from the main line to their property. Property owners are also responsible for payment of the \$46.00 recording fee to record the Amendment to The Agreement for Deferred Assessment.</p>
<b>Fiscal Impact:</b>	As set forth above.
<b>Alternative/ Variations:</b>	No alternative action recommended.
<b>Recommendations:</b>	That the City approve the amendment and authorize signature for the collection of the water assessment and the continued deferral of sanitary sewer special assessment.



**AMENDMENT TO AGREEMENT FOR DEFERRED ASSESSMENT**

**PAUL R. AND KAREN L. THOFT  
LOT 4, BLOCK 1, CLUB 59 ADDITION**

**AMENDMENT TO**  
**AGREEMENT FOR DEFERRED ASSESSMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of May, 2021, by and between the City of Marshall, a municipal corporation, hereinafter referred to as the “City”, and Paul R. Thooft and Karen L. Thooft, husband and wife, hereinafter referred to as “Owners”,

WITNESSETH:

WHEREAS, the Parties hereto have previously entered into an agreement for deferred assessment dated December 1, 2008, which agreement was filed December 31, 2008 in the office of the Lyon County Recorder and is recorded as Document No. 179387, attached as Exhibit A which provides as follows:

WHEREAS, Owners own the property described as follows:

Lot 4, Block 1, Club 59 Addition to the City of Marshall, Lyon County, Minnesota

AND WHEREAS, the City of Marshall has previously adopted a Special Assessment roll for Project Y42: Club 59 Addition Improvement Project in the City of Marshall, Minnesota, which the Owners property described above is also identified as Tax Parcel No. 27-605-023-0 and 27-152-004-0;

AND WHEREAS, said project Y72 resulted in approved assessments against said property in the amounts as follows; Water Assessment: \$8,469.77, Sanitary Sewer Assessment: \$8,821.19 for total assessments in the amount of \$17,290.66.

AND WHEREAS, said assessments were hereby deferred as recorded pursuant to the agreement for deferred assessment as set forth above.

NOW, WHEREFORE, parties hereto further agree as follows:

1. That the Owners have provided notice to the City that Owners hereby intend to access the municipal water as installed as part of Project Y72.
2. That Owners further consent that the water assessment in the amount of \$8,469.77 be removed from the deferred assessment status and that said water assessment can now be assessed against owners’ taxes and that said amount will be paid per the terms of the special assessment. Specifically, that said water assessment shall be spread in equal principal installments over a period of 10 years and shall bear interest at a rate of 6.1% (six and one tenths percent) from date of service of the above notice.

3. That the sanitary sewer assessment in the amount of \$8,821.19 shall continue to be deferred and that no interest shall be charged on said sanitary sewer assessment until notice of termination of the deferred assessment has been served by the owners of the above-described property upon the City.
4. That said amendment to the agreement for deferred assessment shall be filed in the office of the county recorder and in force at Lyon County Minnesota as provided by law and that said Owners shall pay for said recording fee.
5. This agreement shall be binding upon the City and the Owners as well as their successors or assigns and interest.

**[Remainder of Page Intentionally Left Blank — Signature Page Follows]**



12/31/08



179387

OFFICE OF COUNTY RECORDER  
LYON COUNTY MINNESOTA

CERTIFIED, FILED, AND/OR  
RECORDED ON  
12/31/2008 03:15PM

JEANINE M. BARKER  
COUNTY RECORDER

BY *Judy J. Allen*  
DEPUTY

## AGREEMENT FOR DEFERRED ASSESSMENT

**PAUL R. AND KAREN L. THOFT**  
**LOT 4, BLOCK 1, CLUB 59 ADDITION**

**AGREEMENT FOR DEFERRED ASSESSMENT**

THIS AGREEMENT, made and entered into this 1st day of December, 2008, by and between the City of Marshall, a municipal corporation, hereinafter referred to as the "City", and PAUL R THOOF AND KAREN L THOOF, hereinafter referred to as "Owner(s)",

WITNESSETH:

WHEREAS, Owner(s) own:

Lot 4, Block 1, Club 59 Addition

AND WHEREAS, the City of Marshall did on October 6, 2008, adopt an assessment roll for Project Y42: Club 59 Addition Improvement Project in the City of Marshall, Minnesota, which the Owner(s) property was described as Parcel No. 27-605-023-0 / 27-152-004-0 and was assessed the sum of \$17,290.66 for said improvements,

AND WHEREAS, the City and the Owner(s) hereby determine that said improvement project does not benefit the Owner(s) property until the Owner(s) want access to either the water and/or sanitary sewer improvements installed under said project.

NOW, THEREFORE, it is hereby agreed between the City and the Owner(s) as follows:

1. That the Owner(s) hereby consent to the assessment against the following described property in the following amounts:

Parcel No. 27-605-023-0 / 27-152-004-0  
Lot 4, Block 1, Club 59 Addition  
\$17,290.66

2. That the collection of said assessment shall be deferred and the City agrees to not certify said assessment to the County Treasurer for collection until the owners of the above described property request access to either the water and/or sanitary sewer improvements installed under said project. At the time that the owner served said notice upon the City, the City will then terminate the deferral of said assessment and shall have a right to collect said assessment. Once notice is served by the owners, as well as their successors and assigns, said assessment shall be spread in equal principal installments over a period of ten (10) years and shall bear interest at a rate of 6.1% (six and one-tenths percent) from the date of service of the above notice. No interest shall be charged on said assessment until notice of termination of the deferred assessment has been served by the owners of the above described property upon the City.

3. The City shall cause said deferral to be filed in the office of the Registrar of Deeds and the Registrar of Title for Lyon County, Minnesota, as provided by law.





## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 11, 2021
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Resolution Authorizing Execution of MnDOT Detour Agreement No. 1045776 for TH 59 Resurfacing Project (S.P. 4208-60).
<b>Background Information:</b>	<p>MnDOT will be performing a concrete maintenance project this summer on US 59 in Marshall. The project will extend from MN 23 to a location south of town, just north of County Road 6. The repair work will consist of minor concrete panel replacement or rehab work and diamond grinding the surface of the pavement. The project is anticipated to occur in and around Marshall as early as late August and the work should be completed within 3-5 weeks.</p> <p>To offer a safe work zone, MnDOT is proposing to detour highway traffic west on County Road 6, and north on County Road 35/Saratoga Street. The detour route is included in the Council packet.</p> <p>Also included in the Council packet is a Detour Agreement between the City of Marshall and MnDOT. Because MnDOT will utilize Saratoga Street for its detour, they are proposing to pay the City for consumed road life and detour maintenance costs estimated at \$983.93. MnDOT determines the amount of payment through use of an established formula used statewide.</p>
<b>Fiscal Impact:</b>	City to receive an estimated payment of \$983.93 for use of Saratoga as a detour route this summer for 3 weeks.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendation:</b>	that the Council adopt RESOLUTION NUMBER XXXX, which provides for the Resolution Authorizing Execution of MnDOT Detour Agreement No. 1045776 for the TH 59 Resurfacing Project (S.P. 4208-60 / S.P. 5105-26).

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
CITY OF MARSHALL  
DETOUR AGREEMENT  
For Trunk Highway No. 59 Detour**

State Project Number (S.P.):	<u>4208-60</u>	Original Amount Encumbered
State Project Number (S.P.):	<u>5105-26</u>	<u>\$983.93</u>
Trunk Highway Number (T.H.):	<u>59 =017</u>	
Federal Project Number:	<u>NHPP 0059(322)</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Marshall acting through its City Council ("City").

**Recitals**

1. The State is about to perform concrete pavement rehabilitation and diamond grinding construction upon, along, and adjacent to Trunk Highway No.59 from 0.34 miles north of Trunk Highway No. 30 to Trunk Highway No. 23 under State Project No. 4208-60 (T.H. 59=017); and
2. The State requires a detour to carry T.H. 59 traffic on City of Marshall’s Municipal State Aid Street (M.S.A.S.) 111 during the construction; and
3. The City is willing to maintain the T.H. 59 detour; and
4. The State is willing to reimburse the City for the road life consumed by the detour and detour maintenance as hereinafter set forth; and
5. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

**Agreement**

**1. Term of Agreement; Incorporation of Exhibits**

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the City, and pays for the detour compensation.

**2. Agreement Between the Parties**

**2.1. Detour.**

- A. **Location(s).** The State will establish the T.H. 59 detour route on the following City street as detailed in the project plans or Special Provisions:  
M.S.A.S. 111 for a total distance of 0.59 miles.

- B. *Modification of the Detour Route.*** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the City for changes to the detour route. If such change increases the State's total payment amount over the maximum obligation in Article 3.3.B, the Agreement will be amended.
- C. *Axle Loads and Over-Dimension Loads.*** The City will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.
- D. *Traffic Control Devices.*** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.
- E. *Duration.*** The State will provide the City with advance notice identifying the dates the State intends to place and remove the detour signing.

## **2.2. *Maintenance.***

- A.** The City will maintain the portion of the detour that is on City street, and furnish all necessary labor and materials, to the satisfaction of the State's District Maintenance Engineer at Hutchinson.
- B. *City's Failure to Adequately Maintain.*** If the City fails to adequately maintain the detour as provided in Section 2.2.A. of this Agreement, of which failure the State will be the sole judge, the State may perform such work or cause it to be performed, as the State's District Maintenance Engineer considers necessary, to properly and adequately maintain the T.H. 59 detour. The State may retain the cost of such maintenance from any moneys then due, or thereafter becoming due, to the City under this Agreement. This paragraph will not be construed to relinquish any rights of action that may accrue on behalf of the State against the City for any breach of agreement.

## **2.3. *Basis of State Cost.***

- A. *Road Life Consumed.*** The State will reimburse the City for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.
  - i.** The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the city street length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.
  - ii.** The City may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The City will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".

### **B. *Maintenance Costs.***

The State's detour maintenance cost will be equal to 115% of the amount computed by using the "Gas Tax Method" formula under Section 2.3.A, since the city streets are not designed to support 10-ton axle loads, and additional maintenance can be expected.

## **3. *Payment***

The State's payment consists of the sum of the road life consumed and maintenance amounts.

**3.1. For Road Life Consumed.** The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

The State's estimated cost for the road life consumed by the detour is based on the data below:

<u>Route</u>	<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
M.S.A.S. 111	0.00513	5,600	0.59	21	\$457.64
Road Life Consumed Amount:					<u>\$457.64</u>

**3.2. For Maintenance.** \$526.29 is the State's estimated cost for detour maintenance based on 115% of the "Gas Tax Method" amount.

The State may retain the cost of State performed detour maintenance, as provided for in Section 2.2 of this Agreement, from any moneys then due, or thereafter becoming due, to the City under this Agreement.

**3.3. Total Payment and Maximum Obligation.**

- A. **\$983.93** is the State's estimated payment for road life consumed (**\$457.64**) and maintenance (**\$526.29**).
- B. **\$2,000.00** is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

**3.4. Conditions of Payment.** The State will pay the City the State's total road life consumed and maintenance payment amount after performing the following conditions.

- A. Execution of this Agreement and the City's receipt of the executed Agreement.
- B. State's encumbrance of the State's total payment amount.
- C. State's removal of all detour signs.
- D. State notifies the City of the removal of the detour signs, and the number of days the detour was in effect.
- E. State's receipt of a written request from the City for payment.

**4. Release of Road Restoration Obligations**

By accepting the State's road life consumed and maintenance payment plan and total payment amount, the City releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the City streets used as a T.H. 59 detour to as good condition as they were before designation as temporary trunk highways.

**5. Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

**5.1.** The State's Authorized Representative will be:

Name, Title: Ronald Mortensen, Cooperative Agreements Engineer (or successor)  
 Address: 2505 Transportation Road, Willmar, MN 56201  
 Telephone: 320-905-0163  
 E-Mail: ronald.mortensen@state.mn.us

**5.2.** The City's Authorized Representative will be:

Name, Title: Jason Anderson, City of Marshall Engineer (or successor)  
 Address: 344 West Main Street, Marshall, MN 56258  
 Telephone: 507-537-6773  
 E-Mail: jason.anderson@ci.marshall.mn.us

**6. Assignment; Amendments, Waiver; Contract Complete**

- 6.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**7. Liability**

The City and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the City.

**8. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

**9. Government Data Practices**

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

**10. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**11. Termination; Suspension**

- 11.1. By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.
- 11.2. Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued

-4-

at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

**11.3. Suspension.** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

**12. Force Majeure**

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

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

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

SWIFT Purchase Order: \_\_\_\_\_

**CITY OF MARSHALL**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

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

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

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

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

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

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

**INCLUDE COPY OF THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

**DEPARTMENT OF TRANSPORTATION**

Approved:

By: \_\_\_\_\_  
(District Engineer)

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

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

**RESOLUTION NUMBER 21-042**

**RESOLUTION AUTHORIZING EXECUTION OF MNDOT DETOUR AGREEMENT NO. 1045776  
FOR THE TH 59 RESURFACING PROJECT (S.P. 4208-60 / S.P. 5105-26)**

IT IS RESOLVED that the City of Marshall enter into MnDOT Agreement No. 1045776 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City for the use and maintenance of City of Marshall's Municipal State Aid Street No. 111 as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 59 from 0.34 miles north of Trunk Highway No. 30 to Trunk Highway No. 23 under State Project No. 4208-60 (T.H. 59=017).

IT IS FURTHER RESOLVED that the \_\_\_\_\_  
(Title)

and the \_\_\_\_\_  
(Title)

are authorized to execute the Agreement and any amendments to the Agreement.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Marshall at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

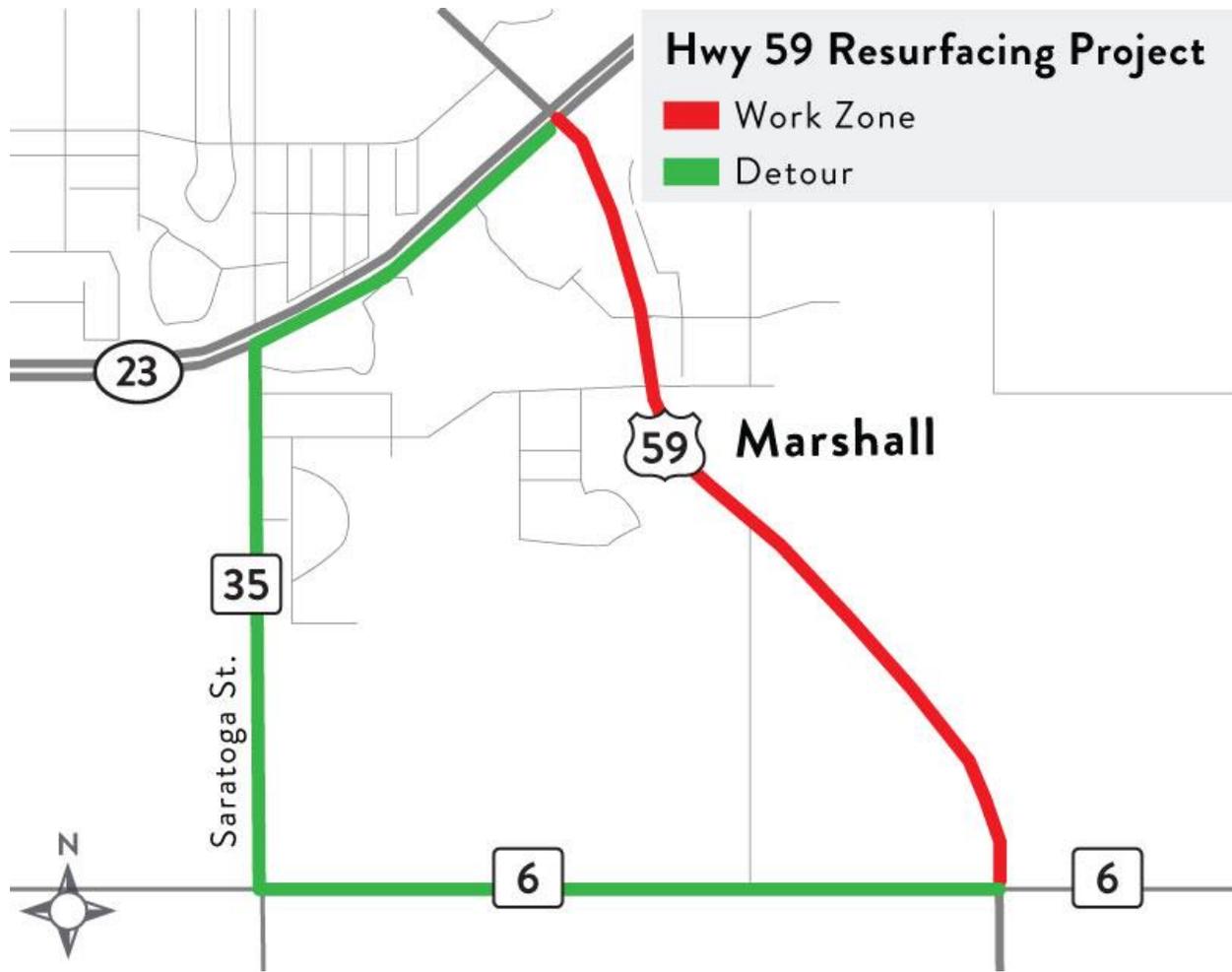
Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

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

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)





## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 11, 2021
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Resolution Authorizing Execution of MnDOT Grant Agreement No. 1046769 for Federal Airport Expenses Reimbursement under the CRRSAA.
<b>Background Information:</b>	<p>The City of Marshall has received an Airport Coronavirus Response Grant Program (ACRGP) Grant under the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act). The amount of grant funds received is \$23,000. The purpose of the grant is to reimburse eligible airport expenses at our airport. The grant will be administered and oversight provided by the Federal Aviation Administration (FAA).</p> <p>In order for the City of Marshall to receive reimbursements under the CRRSA program, MnDOT and the City need to execute the included Agency Agreement. The Agency Agreement augments the FAA grant and allows the Office of Aeronautics to make payments under the FAA grant per the channeling arrangement. The funds may be used by the airport for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.</p>
<b>Fiscal Impact:</b>	The City will receive \$23,000 in grant funds for use to help cover the cost of airport operations.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendation:</b>	that the Council adopt RESOLUTION NUMBER XXXX, which provides for the Resolution Authorizing Execution of MnDOT Grant Agreement No. 1046769 for Federal Airport Expenses Reimbursement under the CRRSAA.

**RESOLUTION**

**AUTHORIZATION TO EXECUTE  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
GRANT AGREEMENT FOR FEDERAL AIRPORT  
EXPENSES REIMBURSEMENT**

It is resolved by the **City of Marshall** as follows:

1. That the state of Minnesota Agreement No. **1046769**,  
"Grant Agreement for Federal Airport Expenses Reimbursement," for  
State Project No. **A4201-C2** at the **Southwest Minnesota Regional Marshall/Ryan  
Field** is accepted.

2. That the \_\_\_\_\_ and \_\_\_\_\_ are  
(Title) (Title)  
authorized to execute this Agreement and any amendments on behalf of the  
**City of Marshall**.

**CERTIFICATION**

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

\_\_\_\_\_  
(Name of the Recipient)

at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

as shown by the minutes of the meeting in my possession.

Signature: \_\_\_\_\_  
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



**STATE OF MINNESOTA**  
**AGENCY AGREEMENT for**  
**FEDERAL AIRPORT EXPENSES REIMBURSEMENT**

This agreement is entered into by and between the City of Marshall (“Local Government”) and the State of Minnesota, acting through its Commissioner of Transportation (“MnDOT”).

**RECITALS**

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1. Local Government has received an Airport Coronavirus Response Grant Program (“ACRGP”) Grant under the Coronavirus Response and Relief Supplemental Appropriations Act (“CRRSA Act”) (Public Law 116-260) directly from the Federal Aviation Administration (“FAA”) to reimburse eligible airport expenses at Local Government’s airport.
2. This agreement is not a subgrant of the ACRGP Grant funds. The FAA will be conducting oversight and monitoring the ACRGP Grant funding (see CRRSA FAQs for more information, at: <https://www.faa.gov/airports/crrsaa/media/ACRGP-FAQs-20210212.pdf>).
3. Pursuant to Minnesota Statutes Sections 360.016 and 360.039, subd. 2, the Local Government desires MnDOT to act as the Local Government’s agent in accepting the federal funds on the Local Government’s behalf and disbursing the federal funds to the Local Government for expenses at the airport.

**AGREEMENT TERMS**

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**1. Term of Agreement**

- 1.1. Effective Date: This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2.
- 1.2. Expiration Date: This agreement will expire on July 31, 2025.

**2. Local Government’s Duties**

- 2.1. The Local Government designates MnDOT to act as its agent in accepting the federal funds on its behalf and disbursing the federal funds to the Local Government for airport expenses deemed allowable by the FAA under the CRRSA Act.
- 2.2. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to disburse the federal aid sought by the Local Government.
- 2.3. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations. The Local Government will comply with all requirements and assurances in the ACRGP Grant, which is incorporated into this contract by reference.

**3. MnDOT’s Duties**

- 3.1. MnDOT accepts designation as agent of the Local Government for the receipt of the federal funds and disbursement of the federal funds to the Local Government and will act in accordance herewith.
- 3.2. MnDOT will make the necessary requests to the FAA for authorization to disburse federal funds for airport expenses and for reimbursement of eligible costs under the CRRSA Act.
- 3.3. MnDOT may withhold federal funds where the FAA determines that airport expenditures were not made in compliance with federal requirements.

- 3.4. MnDOT, the FAA, or duly authorized representatives of the state and federal government will have the right to audit the work performed under this agreement. The Local Government will make available all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the contract.

#### 4. Payment

- 4.1. **Eligibility.** Eligible expenses under the act include costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Eligible expenses will be determined by the Federal Aviation Administration. Eligible expenses will be determined in accordance with FAA's Policy and Procedures Concerning the Use of Airport Revenues, 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330), which is incorporated into this agreement by reference, and the CRRSA Act.
- 4.2. **Reimbursement.** Local Government has been awarded \$23,000 in Federal CRRSA Act funding to reimburse federally-eligible expenses at airport(s) it operates. Local Government will be reimbursed for 100% of federally-eligible expenses not reimbursed by any other source. The Local Government will pay any part of the cost or expense that is not paid by federal, state, or other funds. MnDOT will receive the federal funds to be paid by the FAA for eligible expenses and will reimburse the Local Government from said federal funds for each payment request, subject to the limits of those funds.
- 4.3. **Payment Requests.** The Local Government will prepare payment requests in accordance with the terms of the federal award.
- 4.3.1. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may work directly with FAA to receive the federal funds under the CRRSA Act grant pursuant to any terms and conditions imposed by FAA.
- 4.4. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for the Local Government's failure to comply with federal requirements. The Local Government agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.
- 4.5. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement and submit all financial, performance, and other reports as required by the terms of the Federal award. The FAA will determine whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed.

5. **Conditions of Payment.** Local Government's use of federal funds disbursed under this agreement must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive reimbursement under this Agreement for expenses that are not eligible as described in Section 4.1 above.

#### 6. Authorized Representatives

- 6.1. MnDOT's Authorized Representative is:
- Name: Crystal Nickles, or her successor or designee.
- Title: Grants Specialist
- Email: crystal.nickles@state.mn.us

## 6.2. The Local Government's Authorized Representative is:

Name: Jason Anderson

Title: Dir. Public Worker/Airport Manager

Email: jason.anderson@ci.marshall.mn.us

If the Local Government's Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.

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

- 7.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2. **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 7.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 7.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

## 8. Liability and Claims

- 8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability. Minnesota Statutes Section 466.04 governs Local Government Liability.
- 8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to this agreement. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any and all lawful claims or costs arising out of or incidental to Local Government's acts or omissions under this agreement and any *ultra vires* acts, including reasonable attorney fees incurred by MnDOT.

## 9. Audits

- 9.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

9.2. All requests for reimbursement are subject to audit by FAA or MnDOT.

- 10. Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement.
- 11. Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.
- 12. Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 13. Termination for Cause.** MnDOT may terminate this agreement if Local Government fails to observe or perform any of the terms, conditions, or covenants required to be observed or performed by it pursuant to this agreement and such failure continues for a period of 30 calendar days after MnDOT has given written notice to Local Government of such default or, in the event that such default shall be incapable of cure with reasonable diligence during said 30 day period, shall have failed to commence to cure said default within 30 days of the date of said notice and to diligently pursue the same to completion.
- 14. Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
- 15. Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a federal or state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this agreement.
- 16. Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59, if applicable, which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this

Agreement.

- 17. Limitation.** Under this contract, MnDOT is only responsible for disbursing funds. Nothing in this contract will be construed to make MnDOT a principal, co-principal, partner, or joint venturer with respect to this agreement. MnDOT may provide technical advice and assistance as requested by the Local Government, however, the Local Government will remain responsible for all aspects of administering this agreement.

**[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]**

**LOCAL GOVERNMENT**

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

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

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

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

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

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

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

**STATE ENCUMBRANCE VERIFICATION**

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

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

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

SWIFT Contract # \_\_\_\_\_

SWIFT Purchase Order # \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

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

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

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

**COMMISSIONER OF ADMINISTRATION**

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

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

# FAA Dakota-Minnesota Airport District Office

## Minnesota Program Manager Assignments

DMA ADO Manager: Andy Peek 612-253-4631

MN Deputy Manager: Lindsay Butler 612-253-4630

Community Planner: Gina Mitchell 612-253-4641

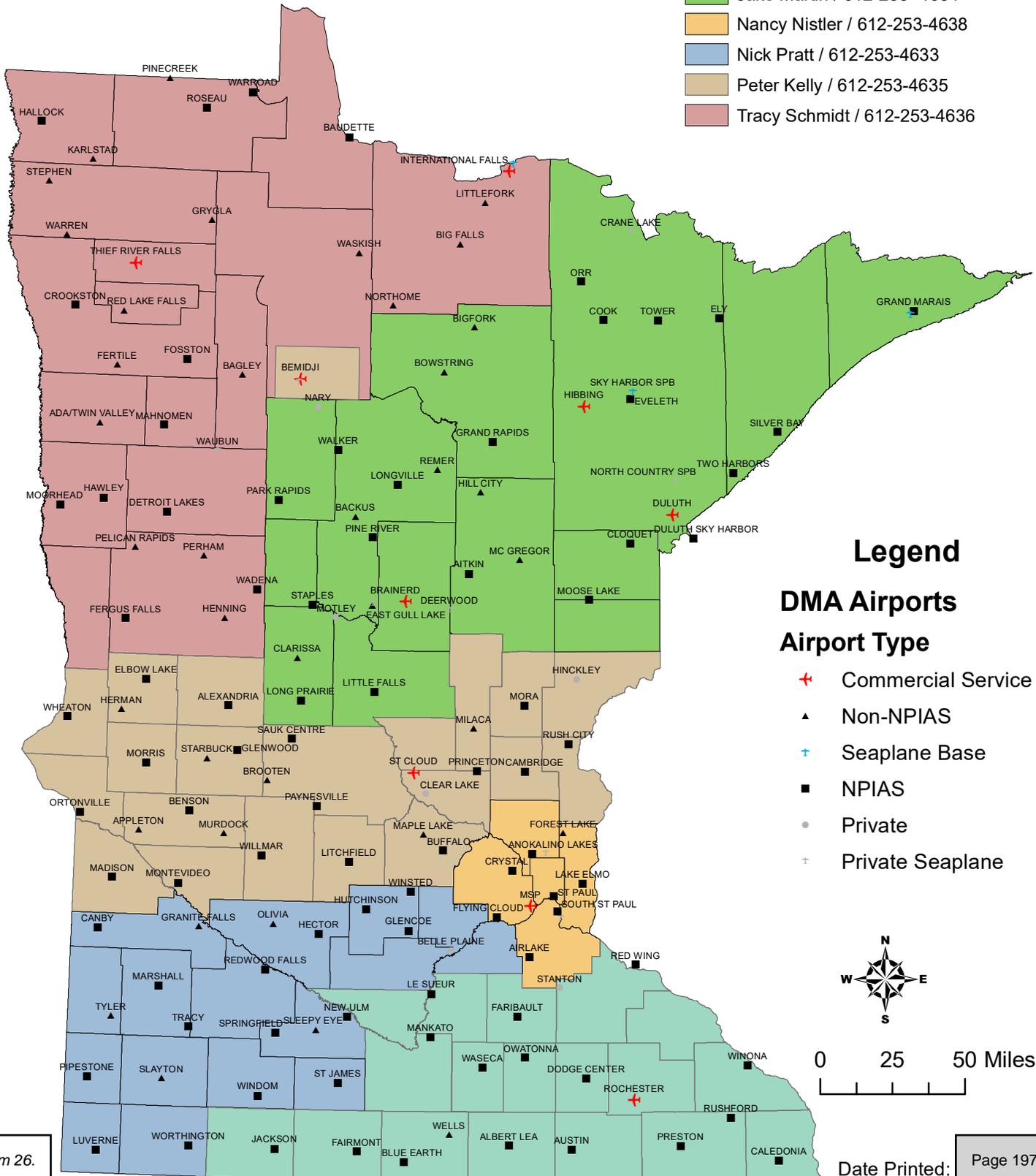
Environmental Specialist: Josh Fitzpatrick 612-253-4639

Airports Program Analyst: Vacant 612-253-4643

### Program Manager Assignments

#### Program Manager / Phone

- Ben Garrow / 612-253-4640
- Jake Martin / 612-253-4634
- Nancy Nistler / 612-253-4638
- Nick Pratt / 612-253-4633
- Peter Kelly / 612-253-4635
- Tracy Schmidt / 612-253-4636



**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, May 11, 2021
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Approve Service Agreement for Concessionaire at Amateur Sports Complex
<b>Background Information:</b>	<p>Since 2018, the City has staffed the concession stand at the Amateur Sports Complex. No concessions were provided during the 2020 season due to COVID and MN Dept of Health guidelines. Staffing the facility for concessions has become increasingly difficult and City staff believes utilizing a concessionaire for services at the Amateur Sports Complex will be beneficial for the facility. Several discussions have been had in the past regarding concessionaires at the Amateur Sports Complex but ultimately no agreements were agreed to, leading to City staff operating the concession stand in 2018 and 2019.</p> <p>Jordan Handeland, from the Hitching Post, approached City staff earlier this spring expressing his interest in providing services on a trial basis for this upcoming season. Jordan and staff will provide concession services for each event hosted at the complex throughout the upcoming season.</p> <p>The service agreement is attached to this agenda item for City Council review and recommended approval.</p> <p>City Attorney, Dennis Simpson has reviewed the pending agreement.</p> <p>Preston Stensrud, Parks Superintendent and Jordan Handeland from the Hitching Post will be in attendance to answer any questions.</p>
<b>Fiscal Impact:</b>	N/A
<b>Alternative/Variations:</b>	N/A
<b>Recommendations:</b>	Approve Service Agreement for Concessionaire at Amateur Sports Complex with The Hitching Post of Marshall, MN.

## Food Services Agreement

This **Food Services Agreement**, as from time to time amended (Agreement), is entered into between the City of Marshall (Client), and The Hitching Post of Marshall, Inc., a Minnesota Corporation, DBA Hitching Post Eatery and Saloon (Hitching Post).

1. **Definitions.** In addition to terms defined elsewhere herein, the term Program means the attached Services Program. Effective Date shall mean the date as set forth on the signature page in which The Hitching Post begins performance of Services. Obligations mean all present and future liabilities, obligations of payment and performance, and indebtedness of one party to another party, of whatever kind, now due or that become due, absolute or contingent, and whether joint, several, or joint and several. Equipment, fixture, and inventory have the meanings assigned to them in Article 9.
2. **Client Services.** The Hitching Post shall provide services to Client as follows (collectively Services):

2.1 **Food Services; Sales.** Client grants to The Hitching Post the right to control and operate all food and beverage services and sales for the employees, guests, and invitees at the Amateur Sports Complex, 300 Tiger Drive, Marshall, MN 56258, (collectively Food Services) at the sites and facilities set forth on the signature page (collectively Premises) at such times and dates of operation as set forth in the Program attached hereto.

The opportunity to manage and operate Food Services at the Premises is subject to and contingent upon compliance with food product lines from Reinhart Foodservice, LLC as identified in the Sponsorship Agreement between City and Reinhart Foodservices. (Reinhart Sponsorship Agreement dated November 22, 2016).

Soft drink beverage sales at the Premises are granted to Viking Coca-Cola pursuant to Sponsorship Agreement between City and Viking Coca-Cola dated September 7, 2016. Copies of the referenced Sponsorship Agreements are available for inspection at the office of the Community Services Director for the City of Marshall.

Client shall provide to Hitching Post its mobile concession trailer for primary use by Hitching Post to provide food and beverage services at the premises. Said mobile concession trailer shall primarily be located at said premises and Hitching Post staff and personnel shall be responsible for setup of the trailer for providing food and beverage services at the premises. Hitching Post staff and personnel shall be responsible for securing the trailer at the conclusion of each event Compensation for the use of said mobile concession trailer is as computed pursuant to Attachment 1: Services Program Payment Provisions attached hereto.

2.2 **Sanitation Services.** The Hitching Post shall be responsible for such event housekeeping and sanitation services in the food preparation, storage, dining, and serving areas of the Premises as follows (collectively Sanitation Services):

2.2.1 Cleaning dining furniture;

2.2.2 Cleaning floors, walls up to six (6) feet above floor level, and the exterior of hoods, ducts, vents, concession trailer, and other equipment and fixtures used by The Hitching Post in food storage and preparation areas; and

2.2.3 Collecting and properly packing dry refuse, recyclables and compost from such areas and placing the packed refuse at site(s) on Premises designated by Client.

2.2.4 Properly cleaning and securing the mobile concession trailer after each use.

2.3 **Other Services.** The Hitching Post shall have the right to operate and provide such other services

and product sales as agreed from time to time by the parties.

2.4 **Quality of Services.** The Hitching Post shall supply Services of good quality, on a timely basis, and with appropriate products in accordance with the terms hereunder.

2.5 **Inspection of Services.** Client may inspect the Services, without notice, on any business day at any time Client in its sole discretion may deem desirable. The inspection will be conducted in a manner to avoid disruption to the Services.

2.6 **Staff for Services.** The Hitching Post shall keep and maintain an adequate staff of qualified individuals for the performance of Services and related administration.

2.7 **Inventory of Product of Food and Beverages for Services.** The Hitching Post shall provide or cause the provision of:

2.7.1 An adequate and appropriate inventory sufficient for the performance of Services; and

2.7.2 The timely and full payment for such inventory.

2.7.3 Soft drink beverage products shall be purchased from Viking Coca-Cola by client. Client will have soft drink beverage products available for repurchase by Hitching Post for resale at scheduled events. Hitching Post shall coordinate with Client for the purchase of product and subsequent resale. Prices to be negotiated between Client and Hitching Post.

2.8 **Independent Contractor.** The Hitching Post shall perform such Services as an independent contractor. Neither party intends, and nothing contained in this Agreement shall be construed, to establish a partnership or joint venture between the parties.

3. **Client Premises.** To facilitate the performance of Services, Client shall furnish, at its expense at the Premises:

3.1 **Operation Facilities.** Interior facilities for exclusive Hitching Post use, supplied per such specifications prepared by The Hitching Post as reasonably necessary to perform the Services;

3.2 **Equipment.** Equipment in the food preparation, storage, dining, and serving areas for exclusive Hitching Post use as identified in the Program or as reasonably necessary to sufficiently perform the Services conducted at Client's request (collectively Services Equipment). Equipment to include, but not limited to the mobile concession trailer referenced herein.

3.3 **Utilities.** All utilities as identified in the Program or as reasonable and necessary for the efficient performance of the Food Services, Sanitation Services, and such other services conducted at Client's request.

3.4 **Cleaning; Maintenance; Safety.**

3.4.1 Client shall keep clean all walls above six (6) feet from floor level, windows, ceilings, lighting, ventilation fittings and interiors, and grease traps; and

3.4.2 The Premises, Services Equipment, Offices, and Utilities shall be serviced and kept by Client in a good workmanlike manner and in a safe operating condition and further shall be maintained, replaced, and repaired to ensure continued fitness for their particular and intended purposes, and in accordance with relevant manufacturer warranties and recommendations. Notwithstanding the foregoing, if Services Equipment provided by Client becomes inoperative, hazardous, or inefficient to operate, the Hitching Post shall notify Client and have the right to effect repairs or replacements at the expense of the Client, if the Client fails to do so within ten (10) days after five (5) days' notice by the Hitching Post to

Client of said Equipment deficiency. However, Client shall, if applicable, pay the cost of all paper products used during such fifteen (15) day period or longer that the Services Equipment is inoperable.

4. **Financial Terms and Payment for Services.**

4.1 **Financial Terms.** The Hitching Post shall be responsible for payment and for providing services at the scheduled events, all as set forth on **Attachment #1 Services Program: Payment Provisions**, attached hereto and made a part hereof.

5. **Agreement Term. Unless sooner terminated as provided in this section, the term of this Agreement shall be May 15, 2021 through December 31, 2021.**

5.1 **Permitted Termination.** Notwithstanding the foregoing, this Agreement may be terminated:

5.1.1 Effective upon sixty (60) days' prior notice by either party to the other; or

5.1.2 At any time after the occurrence or continuance of a Payment Default or other Default that is material to the whole of this Agreement that has not been remedied in accordance with Section 11 herein.

5.2 **Survival of Obligations.** Termination of this Agreement shall not operate to limit, reduce, cancel, or otherwise modify any Obligations then accrued.

5.3 **Equipment Return.** Promptly following termination of this Agreement, the Hitching Post shall return to Client such Services Equipment, Offices, and Utilities in a similar condition, Ordinary Wear and Tear excepted. Ordinary Wear and Tear shall have the meaning commonly attributed to such term as well as mean losses or damage to chinaware, glassware, flatware, trays, utensils, and other small wares that may result from breakage, theft, over-use, or negligent misuse.

6. **Representations, Warranties, and Covenants.** The following representations, warranties, and covenants are made by the parties at the time and from the Effective Date hereof and shall survive the termination of this Agreement.

6.1 **Business Status; etc.** The execution, delivery, and performance by the parties of this Agreement are within their respective powers, have been duly authorized by all necessary action, and do not and will not contravene their respective charters, agreement of partnership, or by-laws. This Agreement constitutes the valid and legally binding Obligations of the parties, enforceable in accordance with its terms. The parties' respective chief executive offices, principal places of business, and the places of record retention are located at the addresses set forth on the signature page.

6.2 **Taxes; Assessments.** The Hitching Post shall pay when due, all federal, state, local, and other governmental taxes or assessments in connection with the operation and performance of the Services. The Hitching Post shall pay when due all license and permit fees in connection with Services.

6.3 **Compliance with Laws.** The Hitching Post and Client shall comply with all federal, state, and local laws applicable to their Obligations. The Hitching Post shall keep in effect all necessary permits, licenses, and food handlers' cards and will post such permits where required.

6.4 **Alcohol Prohibited during Youth Events (MAYBA, MAFSA, Marshall Community Services and School District Sponsored Events).** The Hitching Post shall not provide for sale nor serve alcohol during MAYBA, MAFSA, or Marshall Community Services sponsored events and alcohol shall not be provided for sale or served

during Independent School District #413 school events.

6.5 **No Title.** Client has no right, title, or interest in, and shall not assert or disturb rights, title, or interest to, any equipment, inventory, or other property furnished or installed by the Hitching Post on the Premises. Client shall not operate, remove, or tamper with such equipment, inventory, or other property, except such equipment or other property identified herein.

The Hitching Post has no right, title, or interest in, and shall not assert or disturb rights, title, or interest to, any equipment, inventory, or other property furnished or installed by Client on the Premises. The Hitching Post shall not operate, remove, or tamper with such equipment, inventory, or other property, except such equipment or other property as specifically identified herein

7. **Indemnification.**

7.1 **Mutual Indemnification.** Each party shall indemnify, defend, and hold harmless the other from any and all losses, damages, or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by any negligent act or omission or breach of such party (except to the extent caused by the negligent act or omission or breach of the other party, its employees, or agents).

7.2 **Notification of Claim.** Notification of an event giving rise to an indemnification claim (Notice) must (a) be received by the indemnifying party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement; and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the Notice provisions hereunder.

7.3 **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES CONSTITUTING LOST PROFITS, SUFFERED BY EITHER PARTY UNDER THIS AGREEMENT.

8. **Insurance.**

8.1 **The Hitching Post.** The Hitching Post shall obtain and maintain insurance for the following risks in such amounts under such policies as appropriate: general liability (including contractual, dram shop and products-completed operations liability) in an amount not less than One Million Dollars (\$1,000,000.00) as required by applicable statute.

8.2 **Client.** Client shall obtain and maintain insurance for the Operation Facilities, Services Equipment, Offices, and Utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate, but not less than One Million Dollars (\$1,000,000.00) per occurrence, but not less than One Million, Five Hundred Thousand Dollars (\$1,500,000.00) to cover claims in the aggregate.

8.3 **Certificates of Insurance.** Certificates of Insurance for such coverage shall be provided by each party to the other party, naming the applicable party as an additional insured as respects such coverage prior to commencement of Services hereunder.

9. **Default.** The occurrence of one or more of the following events shall constitute a default under this Agreement

(a Default): (a) Each and every occurrence of a Payment Default (no waiver, deferral, or compromise of any payment obligations or prior Payment Default shall extend to, or constitute a waiver of, any subsequent or other Payment Defaults or impair any Hitching Post termination rights or remedies at law or in equity); (b) A party's failure to perform when due any Obligation under this Agreement (except a Payment Default, which shall be subject to subsection (a) above) when such failure continues for a period of thirty (30) days subsequent to notice thereof; (c) A party's breach of any warranty, representation, or covenant under this Agreement when such failure continues for a period of thirty (30) days subsequent to notice thereof; and (d) A party (i) becomes insolvent or unable to pay its debts as they become due; (ii) ceases to do business as a going concern; or (iii) makes an assignment for the benefit of creditors, applies to or petitions any tribunal for the appointment of a custodian, receiver, or trustee for itself or any substantial part of its assets, or commences any proceeding with respect to itself under any bankruptcy, reorganization, readjustment of debt, insolvency, receivership, dissolution or liquidation law or statute of any jurisdiction, or if it files any such application or petition, or if such proceeding is commenced against a party.

## 10. Dispute Resolution and Governing Law.

10.1 **Good Faith Negotiation.** The parties agree that any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement, or the breach, termination, validity, or enforceability of any provision of this Agreement (each a Dispute) shall be negotiated between them in good faith in an attempt to reach a just and equitable solution satisfactory to both parties for a period of thirty (30) days.

10.2 **Governing Law; Exclusive Choice of Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota. Any Dispute not remedied within thirty (30) days after complying with the Obligations set forth in 12.1 herein, shall be submitted to State District Courts in Lyon County, Minnesota for litigation, including all requirements to mediate said resolution.

## 11. Miscellaneous.

11.1 **No Assignment.** Neither party may assign this Agreement to an unaffiliated business entity without the prior written consent of the other party.

11.2 **Force Majeure.** In case performance of any Obligations hereunder (other than the payment of monies due) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God, epidemic, pandemic, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its Obligations hereunder (other than the payment of monies due) during the period such cause continues, and, if mutually agreed to and if possible, extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

11.3 **Signatures.** Agreement to, and acceptance of, this Agreement may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of both parties hereto.

11.4 **Notices.** All notices to be given under this Agreement shall be in writing and shall be served either personally, by facsimile, by deposit with an overnight courier with charges prepaid, or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address or facsimile number stated below or at any other address as designated by one party upon notice to the other party.

Any such notices shall be deemed to have been given (a) upon delivery in the case of personal delivery; (b) upon the first business day following facsimile receipt; (c) one business day after deposit with an overnight courier; or (d) three business days after deposit in the United States mail.

11.5 **Information Technology Security.** In connection with the services being provided hereunder, The Hitching Post may need to operate certain information technology systems not owned by the Client (Non-Client Systems), which may need to interface with or connect to Client's networks, internet access, or information technology systems (Client Systems). The Hitching Post shall be responsible for all Non-Client Systems, and Client shall be solely responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If the Hitching Post serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then the Hitching Post will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data (Data Protection Rules). If Non-Client Systems interface with or connect to Client Systems, then Client agrees to implement forthwith upon request from the Hitching Post, at its own expense, the changes to the Client Systems that the Hitching Post reasonably requests and believes are necessary or prudent to ensure the Hitching Post's compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this Section.

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

Client: City of Marshall

By: \_\_\_\_\_  
(Authorized Officer or Principal Signature)

Printed Name: **Robert J. Byrnes**

Title: Mayor

By: \_\_\_\_\_  
(Authorized Officer or Principal Signature)

Printed Name: **Kyle Box**

Title: City Clerk

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

Principal Address: 344 W. Main Street, Marshall, MN 56258

Premises Location(s): Amateur Sports Complex, 300 Tiger Drive, Marshall, MN 56258

Client Notice To:

Name: **Scott VanDerMillen**  
Title: **Director, Community Services**

The Hitching Post of Marshall, Inc. d/b/a Hitching Post Eatery and Saloon

By: \_\_\_\_\_  
(Authorized Officer or Principal Signature)

Printed Name: **Jordan Handeland**

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

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

The Hitching Post Notice To:

Name: Hitching Post of Marshall, Inc.

**Attachment #1**

**Services Program: Payment Provisions**

Commissions	Hitching Post shall pay commissions to the Client within thirty (30) days from the fiscal close of the preceding month in an amount equal to 5% of Gross Sales. "Gross Sales" shall mean all moneys received for sales or Services rendered at or from the Premises.
Payment Terms	Net fifteen (15) days of Billing Statement date via Client check or electronic fund transfer to the account and banking institution designated by MAHA.
Hours or Days of Operation	Correspond to customary Client operating hours and days of operation, or as otherwise agreed. Food services to be provided by Hitching Post at the following events: <ul style="list-style-type: none"><li>(a) All MAYBA and MAFSA sponsored events at the "Premises"</li><li>(b) All Client (City of Marshall) sponsored events at the "Premises"(no sponsored events during the term of this agreement, unless specifically agreed to by Hitching Post).</li></ul>

Hours of operation shall be at least one-half hour before scheduled event start time and continuing until one-half hour after conclusion of event.

\*Payment of commissions as set forth above is hereby WAIVED for term of this agreement (May 15, 2021 through December 31, 2021). Client (City of Marshall) hereby reserves the right to collect a commission from Hitching Post in subsequent years should this agreement be extended for additional years of service.

**Attachment #2**

Summary of Responsibilities		Hitching Post	Client
Inventory	food, beverages, detergent, paper supplies, postage	X	
Services Equipment			
Fabrics	linens, uniforms	X	
Expendable Equipment	pots, pans, bowls, utensils, measuring/mixing tools, knife sharpening tools	X	
Non-Expendable Equipment	cash drawers & computer processing systems, dining furniture, food-production appliances, kiosks & server/display units, maintenance & sanitation supplies/appliances	X	
Operation Facilities	food production & storage space per Hitching Post specifications		X
Utilities	telephone hardware, lines & service, 220w electric current, lighting fixtures, gas & fuel, HVAC, hot & cold water, steam, refuse collection & removal, facilities sewerage disposal, extermination service, fire safety systems		X
Cleaning	Concession Trailer	X	
Operation & Dining Facilities	windows, ceilings, fans & lighting fixtures, ventilation fittings & interiors, grease traps, restrooms, carpeted areas, walls above 6 ft.		X
	exterior of equipment in food storage & preparation areas, walls up to 6 ft., floors, exterior of hoods & vents, dining furniture	X	
Maintenance	Client Premises, Operation Facilities, Services Equipment, Utilities, Offices		X
Services Staff	adequate staff of qualified Employees & agents to perform Services & related administration	X	

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, May 11, 2021																		
<b>Category:</b>	CONSENT AGENDA																		
<b>Type:</b>	ACTION																		
<b>Subject:</b>	Call for a Public Hearing Regarding Proposed Property Tax Abatement at 309 Brussels Ct.																		
<b>Background Information:</b>	<p>Per M.S 469.1813 sub 5 The governing body of the political subdivision may approve an abatement under sections 469.1812 to 469.1815 only after holding a public hearing on the abatement.</p> <p><b>27-711030-0</b>                      JM Development                      <b>309 Brussels Court</b></p> <table border="1" data-bbox="373 756 1474 1192"> <thead> <tr> <th colspan="3">HOMESTEAD TAX RATE</th> </tr> <tr> <th>2021 prebuild raw land value</th> <th>2021 post build total value</th> <th>Difference of improvement</th> </tr> </thead> <tbody> <tr> <td>12,000</td> <td>\$ 203,900.00</td> <td>\$ 191,900.00</td> </tr> <tr> <td>taxes @ 2021 rates</td> <td>taxes @ 2021 rates</td> <td></td> </tr> <tr> <td>\$ 43.00</td> <td>\$ 1,102.00</td> <td><b>\$ 1,059.00</b></td> </tr> <tr> <td colspan="3" style="text-align: center;"><i>city portion only</i></td> </tr> </tbody> </table>	HOMESTEAD TAX RATE			2021 prebuild raw land value	2021 post build total value	Difference of improvement	12,000	\$ 203,900.00	\$ 191,900.00	taxes @ 2021 rates	taxes @ 2021 rates		\$ 43.00	\$ 1,102.00	<b>\$ 1,059.00</b>	<i>city portion only</i>		
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<i>city portion only</i>																			
<b>Fiscal Impact:</b>	NA																		
<b>Alternative/Variations:</b>	NA																		
<b>Recommendations:</b>	To call for a public hearing for the proposed property tax abatement.																		

CITY OF MARSHALL  
NOTICE OF PUBLIC HEARING REGARDING PROPOSED PROPERTY TAX ABATEMENT  
FOR HOME TAX ABATEMENT APPLICANT NIKOLAUS & SHARON JACKSON

NOTICE IS HEREBY GIVEN that the City Council of the City of Marshall Minnesota (the “City”), will hold a public hearing at a meeting of the Council beginning at 5:30 p.m., on May 25, 2021 to be held at the Minnesota Emergency Response and Industrial Training (MERIT) Center, 1001 Erie Road in Marshall, Minnesota, on the request of Home Tax Abatement Applicant that the City abate a portion of property taxes levied by the City in connection with the construction house structure. The property is located within the City and is currently identified as Parcel No. 27-711030-0. The approximate amount of assistance is \$2,118 over a maximum period of 2 years. The City Council will consider granting a property tax abatement in response to the request.

Information about the proposed tax abatement will be on file and available for public inspection at the office of the City Clerk at City Hall.

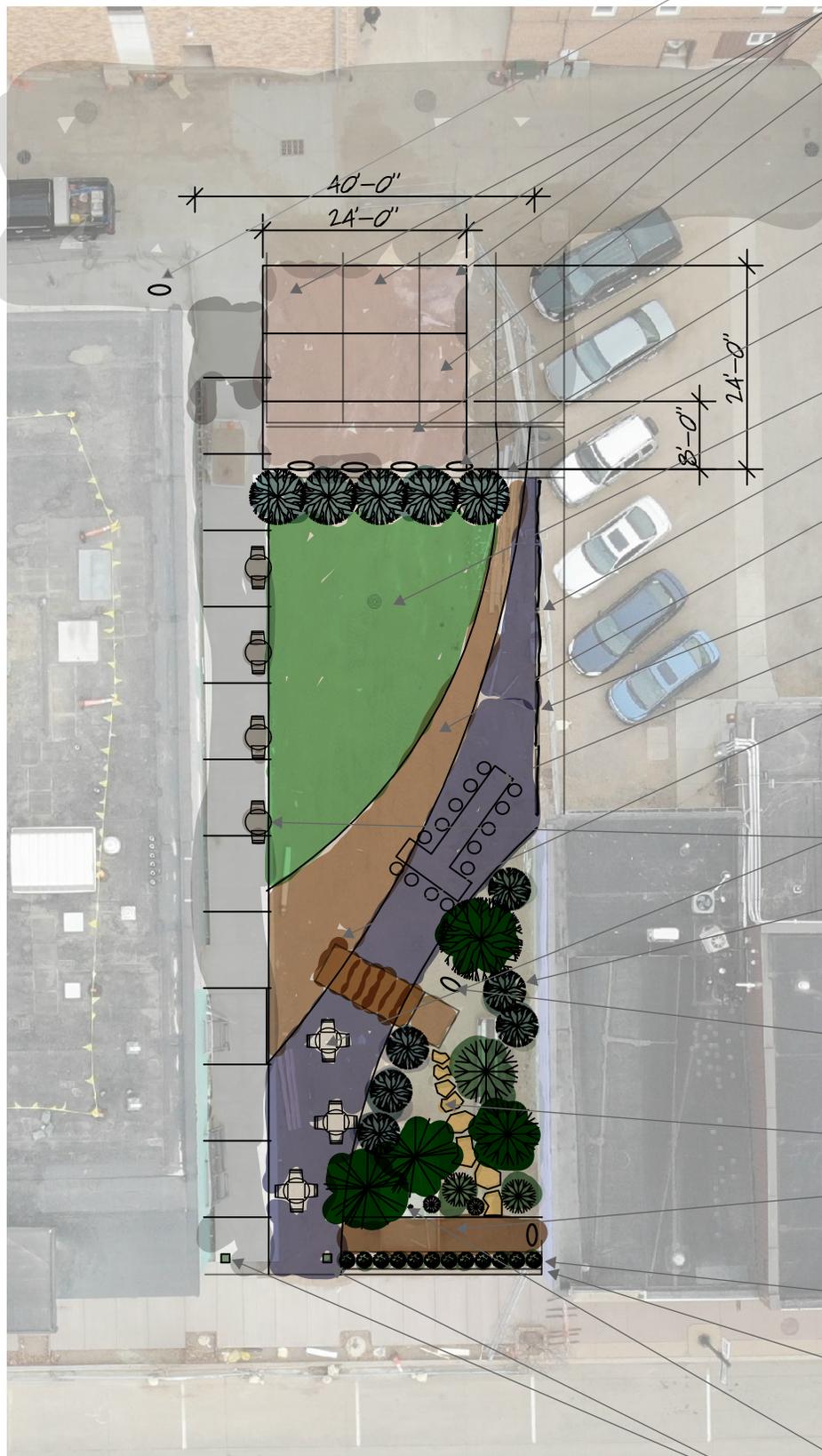
All interested persons may appear at the public hearing and present their views orally or in writing. Following the public hearing, the City Council will take action concerning the adoption or rejection of the proposed tax abatement application.

May 11, 2021

Kyle Box  
City Clerk

<b>Meeting Date:</b>	Click or tap to enter a date.
<b>Category:</b>	COUNCIL REPORTS
<b>Type:</b>	INFO
<b>Subject:</b>	Commission/Board Liaison Reports
<b>Background Information:</b>	<p><b>Byrnes</b> - Fire Relief Association and Regional Development Commission</p> <p><b>Schafer</b> – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p><b>Meister</b> – Cable Commission, Community Services Advisory Board, Economic Development Authority</p> <p><b>Edblom</b> – Planning Commission, Public Housing Commission</p> <p><b>DeCramer</b> – Economic Development Authority, Marshall Municipal Utilities Commission, Diversity, Equity, and Inclusion Commission</p> <p><b>Labat</b> – Adult Community Center Commission, Convention &amp; Visitors Bureau, Library Board, Marshall Area Transit Committee</p> <p><b>Lozinski</b> – Joint LEC Management Committee, Police Advisory Board</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	

# CONCEPT SKETCH



- SCULPTURE SELFIE- "SECRET LOCATION"
- 4 PARKING SPOTS-ALLEY ACCESS
- EXPANDABLE PORTABLE STAGE SET UP IN PARKING AREA
- SIDEWALK-PARKING BUFFER
- SELFIE STATION
- LOW SHRUBS TO SCREEN PARKING
- LAWN
- FENCE
- TAN PAVERS "BEACH"
- GREY BLUE PAVERS "WATER"
- SEATING ALTERNATIVE
- REMOVABLE BRIDGE (SNOW REMOVAL)- PHOTO OP AND STAGE MANAGMENT
- SEATING
- CONIFEROUS AND DECIDUOUS TREES FOR SOUND AND WIND BUFFER - PLANTING BEDS "ISLAND"
- HISTORY DESCRIPTION AND MAP OF MARSHALL BRIDGES
- "HIDDEN" PATH
- ACCESSIBLE PATH TO SELFIE STATION
- LIVING WIND BREAK
- LOW WALL "BENCH" TOP - CAN REUSE HOTEL MATERIALS HERE
- FLAG
- STEEL PARK ENTRANCE ARCH

MAIN STREET  
PLAZA  
MARSHALL, MINNESOTA

PROJECT # 777.02	
DRAWN BY:	
CHECKED BY:	
OWNER	
DATE:	REVISED:
2021/05/03	



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TO: Honorable Mayor and Members of the City Council; City Staff

FROM: Sharon Hanson, City Administrator

DATE: May 11, 2021

SUBJECT: Administrative Brief

**CITY ATTORNEY**

- Criminal prosecution numbers for April are as follows:

**April:**

	ASSAULT	OPF VIOL.	DWI	OTHER ALCOHOL	TRAFFIC	THEFT	OTHER	TOTAL 2020	2019 Comparison
Prosecution	3		1		4		4	12	7
Dismissed									
Non-Prosecution	3						1	4	3
Refer to County		1						1	

**ADMINISTRATION**

- The City, following a rating call with Administrative Services Director Annette Storm, Baker Tilley representative Terri Heaton and myself participated in a bond rating call for our upcoming bond sales. Standards and Poor (S&P) did maintain our AA bond rating. The AA bond rating means there is low risk for default. S&P credited the rating due to good financial management and reserve balances. The bond rating will help ensure good bond interest for the upcoming bonding sale.
- Gallagher has begun the comparable worth study with initial kick-off meetings with all city staff and initial review of job descriptions. HR Director Sheila Dubs is the lead on this project and has reviewed all job descriptions prior to submitting to Gallagher.
- City Hall will have a punch-list walk through early next week. An initial list has been developed by Building Official Ray Henriksen and the City Hall Committee continues to meet and note items needing correction. Dave Parsons, City Assessor has once again volunteered to lead the moving process. Late next week, existing office furniture to be used in the new City Hall will be moved as well as cold-storage items in the basement. New furniture is expected to arrive and be installed the week of May 17<sup>th</sup>. We anticipate possibly some residual furniture items still needed

placement at SMSU near the end of May and possibly into June. We will work with SMSU on a weekly lease arrangement for the reduced space. Amy Acquard, Administrative Assistant plans on leading an Open House event which we hoped to have near the end of June, but we may need to delay based on when we can officially move in and when we think final punch list items have been corrected. However, prior to a public Open House, we do plan on having some initial groups to be given a tour prior to Open House—Senior Citizens and Downtown Business Association to name a couple.

- Presented at State of the City and to the Noon Student Rotary group. Next week have an upcoming presentation to Avera Community Partnerships to discuss possible relationship with aquatic center.
- Met with Jason Anderson and with League attorney regarding pending litigation. A response is being written and due for submission within the next 20 days.
- Various EDA meetings with prospective developments-with all businesses asking for confidentiality. Lauren Deutz and I did meet with new owners of former Ramada Inn—Bird Dog Equity Partners—they are completely renovating the restaurant and have begun a remodeling of the guest rooms.
- Attended staff discussion on water softening and impacts on softeners in the home and subsequent education. Presentation on upcoming resident information was provided at previous Council meeting.

#### **Economic Development Authority**

- New wayfinding signs being installed by Liberty Park and on Country Club Drive.
- Staff is working with BSE on land purchase and soil correction.
- Land sale approved by board for lot in Parkway II.
- Staff is working on TIF for a new housing development.
- Staff is in discussion with new mall owner and current tenants.
- Staff is in discussion with two additional developers.
- Staff is in discussion with three potential new businesses.
- Staff is working with local business on an expansion project.
- Staff is working with Studio 1 and CVB on video marketing series.
- Staff has begun work on a Hotel Needs Assessment.
- Staff is assisting Maxfield with updated Housing Study.
- Staff is developing 2020 annual report.

#### **Human Resources**

- Staffing update: interviews for a Sales Associate position at Tall Grass Liquors will be held on May 10-11<sup>th</sup>. Eight candidates will be interviewed. Firefighter testing was held in April; three candidates have accepted conditional offers of employment. Pre-employment screening for the firefighter candidates will be completed by late May for a tentative June 1 start date. Spring/Summer seasonal hiring in Parks and Public Ways continues. Temporary employee hiring also continues for a variety of recreational and community ed programming.
- Safety Program: Competent Person and Excavation/Trenching training will be presented for selected personnel in May. We are also administering our annual hearing testing, hazmat

testing, and fit testing for selected employees this month in accordance with OSHA requirements.

- Payroll/Benefits Specialist is assisting the Finance Department with auditor requests applicable to benefits/payroll and continued training of departments on the electronic timekeeping system.
- Classification and Compensation Study update: Gallagher presented Project Kick-off Informational meetings for all employees during the week of April 19<sup>th</sup>. Gallagher is currently performing a review of our organizational structure, job descriptions, union agreements, personnel policies related to compensation, etc. An internal review of job descriptions is almost complete. Staff will continue to provide the necessary support and information to Gallagher during this initial review process.
- Like all other departments, HR staff are also preparing offices, the supply room, and the file room for the move back to City Hall.

### Clerk

- Diversity, Equity, and Inclusion Commission continues to meet monthly to discuss short-term and long-term goals, grant opportunities, and current events.
- Nearing completion of a Certification for Diversity, Equity, and Inclusion in the workplace.
- Two DEI presentations will be giving on 5/7 with the Minnesota Municipal Clerks Institute and on 6/24 with the League of Minnesota Cities Annual Conference. Amanda Beckler and I will present at those conferences.
- City Hall project items include.
  - Audio Visual walk through with Tierney
  - Vast installation
  - A&B Business equipment
- General packing for the move back to city hall.
- Attended Minnesota Municipal Clerks Institute (Virtual) the week of May 3

### Finance

- **2020 Audit** – Auditors were on site the week of April 19<sup>th</sup>. Testing has been complete and draft financial statement should be received in a few weeks. Council will have the 2020 audit presented at the June 8<sup>th</sup> council meeting for consideration of adoption.
- **2021 Bonding** – Staff participated in a bond rating call and those results will be available May 7<sup>th</sup>. At the May 11<sup>th</sup> council meeting the council will consider the sale and award of the 2020A & 2020B bonds.
- **May 19<sup>th</sup> Work Session** – Staff are preparing for a debt work session to review current debt and review the long-term levy plan.
- **Policy Work** – Finance staff have begun gathering information from comparable cities on their purchasing policy. Work will continue to update the City's current purchasing policy and a ways and means committee meeting will be set in the next month to review proposed changes.

## Assessing

- Our final LBAE meeting was held on Tuesday May 4<sup>th</sup>.
- Staff has begun quintile inspections. Physical inspection areas this year include the neighborhoods around the “alphabet” streets and East to Nuese Lane, Horizon Drive and the “president” streets East of S. Bruce street to Jewitt Street, and the residential neighborhood south of the Armory to George Street. Commercial review will be focused on Industrial properties.
- Also, as part of our review process, 2021 is an “Exempt” year. Exempt property, by statute, is to be inspected every six years. Staff will be inspecting and reviewing all property with and exempt classification.
- Staff will be working on data collection to assist with the upcoming budget season.
- Select staff will be attending the MAAO Summer Seminars at the end of May.
- The pay 2021 Tax Court filing deadline has passed. We received only one repeat filing.

## Liquor Store

- April Financials: Sales 516,733 (8%) Customer Count 15,905 (Flat) Ticket Average \$32.49 (7.54). Overall a decent month for numbers. Going against the increases of 2020, we are trending down. The decrease was less this month compared to March. Comparing 2021 against 2019 Financials, we are up significantly across the board.
- Staff is continuing to do ‘Spring’ cleaning of the warehouse, sales floor and exterior grounds.
- Interviewing will begin on the open position of full-time associate this week.

## COMMUNITY SERVICES

- Staff continues work on Summer 2021 programming offerings. The brochure will be available to the public for a sneak peek on May 12<sup>th</sup> with registration beginning on May 19<sup>th</sup>.
- The Aquatic Center is scheduled to open (weather permitting) on Sunday, May 30<sup>th</sup>.
- Hiring of part-time employees for summer work continues – various positions are still available.
- Only a couple of parks remain in the Adopt-a-Park program (Loyalty Dog Park, Independence and Victory).
- Garden Plots were opened this week for planting. Only five plots out of 60 remain for rent this summer.

## COMMUNITY PLANNING

### Building Services / Planning & Zoning

- Almost 250 open job files. UCAP Headstart new building, 2nd Unique Apartment building, and SRO apartment building at Stephen Avenue are under construction but issued temporary Certificates of Occupancy construction.
- City buildings ADA-compliance review is complete.

- New permit software development is going well.
- Sign Ordinance is under review.

## **PUBLIC WORKS DIVISION**

### **Engineering**

- Project Z50-2021: 2021 Chip Seals – Asphalt Preservation Company is expected to perform seal coating around June 1<sup>st</sup>.
- Project Z51-2021: 2021 City Overlay – Duinick has begun manhole adjustments and pedestrian ramp replacements on the overlay routes. Milling is expected the week of May 17<sup>th</sup>.
- Project Z75/SAP 139-124-004: South 4<sup>th</sup> Street -- R & G Construction Co. has completed construction on this project. The final seeding and mulching has been completed and the project will be reviewed for closeout.
- Project Z76: South 1<sup>st</sup> Street – Duinick is finishing the remaining sidewalk construction that was carried over from 2021. Some minor punch list items and final seeding remain to be completed before closeout.
- Project Z77: Legion Field Stormwater Improvements—Phase I – Engineering staff is reviewing potential additional work to correct drainage and establishment issues in the west pond.
- Project Z78: Stormwater Outfall Improvements – R&G will complete this work during the construction season in 2021. No date has been set of when the work will take place.
- Project Z80: Independence Park/Nwakama Street Sanitary and Storm Improvements – Bids opened on May 5<sup>th</sup> for this project. D&G Excavating was the apparent low bid with a bid amount of \$189,448.50 (Engineer’s Estimate was \$188,552.25).
- Project Z81: MERIT Drainage - Towne & Country has completed the work on this project including final seeding. They are expected to complete the grading work along US 59 within the next week.
- Project Z82: N. 1<sup>st</sup>/Redwood/Marshall – D&G has completed utility replacement on Marshall and 1<sup>st</sup> Street (between Redwood and Marshall). They will continue with utility replacement on Redwood, followed by the remaining two blocks of 1<sup>st</sup> Street. They are scheduled to complete the work for this project in September.
- Project Z83: James/Camden – Kuechle is planning to begin work in the golf course at the beginning of June. Work in the golf course is expected to take roughly a week, weather permitting. Afterwards, the contractor will proceed to utility work on James/Camden.
- Project Z84: Legion Field Park Stabilization Project – Staff is working with MnDNR to discuss repairs and corrections to the slope failure adjacent to the park shelter in the west portion of the park. The stabilization along the bike trail in the east portion of the park has been removed from this project for coordination with the final pool design.
- Project Z87: Diversion Channel Slope Repairs and Sheet Pile Removal – Staff is completing plan design and review for potential advertisement in May.

- Project Z88: 2021 State Aid Overlay – Duininck intends to begin work on this project immediately following completion of the City-funded Overlay project. They are scheduling this work to begin after Memorial Day and completion around mid-July.

### **Building Maintenance**

- 

### **Street Department**

- 

### **Airport/Public Ways Maintenance**

- 

### **Wastewater**

- Cleaning sewers.
- Plant repairs.
- Lift Station Repairs
- Magney Construction is working Final Clarifier Pump replacement, sidewalk replacement, roofing East Trickling Filter, and final punch list items on projects that have been completed so far. Aeration Basin replacement has started. Started using long term storage tanks.
- First Blue Storage Tank resealing has been completed.
- Doing a lot of preventative maintenance on equipment.
- Revising and correcting sanitary sewer mapping system.
- Working on regulatory issues for Phosphorus, Salty Discharge, Pretreatment, Redwood River Watershed Review, MN. River Nutrient TMDL, PFAS, Lake Pepin TMDL.
- Finished with tagging sump pump connections to the sanitary sewer for summer.

## **PUBLIC SAFETY DIVISION**

### **FIRE DEPARTMENT**

- The Fire Department responded to sixteen (16) calls for service. Total calls for service included:
  - Fire/CO2 Alarm (5)
  - Fire; Structure (8)
  - Medical Assist (0)
  - Vehicle Accident (3)
  - Other (0)

### **POLICE DEPARTMENT**

- The Marshall Police Department responded to a total of 658 calls for the month of April. Ninety-nine (99) criminal offenses were reported with a total number of thirty-two (32) adults and one (1) juvenile arrested.

## OFFICER'S REPORT

- Alarms (11)
- Accidents (33)
- Alcohol involved incidents (1)
- Assaults (3)
- Domestic Assaults (14)
- Burglaries (3)
- Criminal Sexual Conduct (6)
- Damage to Property (5)
- Keys Locked in Vehicles (34)
- Loud Party (9)/ Public Disturbances (17)
- Thefts (15)
- Traffic Related Complaints (106)
- Vandalism (6)
- Warrant Pickups (16)
- Welfare Checks (25)

## PERSONNEL/OTHER

- Two Marshall Police Officers returned to work after being deployed to Minneapolis for two weeks in response to the trial.
- Chief Marshall has had meetings and discussions with mental health providers and health care officials regarding changes that have affected law enforcement's response to mental health calls. Ideas on ways to strengthen our working relationships and procedures are being discussed.

## DETECTIVE REPORT

- A Marshall man and Marshall woman were arrested for 3<sup>rd</sup> Degree Controlled Substance Crime after the execution of a search warrant at a Marshall residence by the Brown-Lyon-Redwood-Renville Drug Task Force with the assistance of the Marshall Police Department. Methamphetamines, L.S.D, marijuana, and THC wax and oil were seized. Children from the home were put on an emergency hold and placed by Southwest Health and Human Services.
- A Marshall man was arrested for Arson after the investigation of a car fire showed that he was responsible for starting it. The Marshall Fire Department and State Fire Marshal's Office assisted in the investigation.
- A Lake Benton man and Marshall woman were arrested for 5<sup>th</sup> Degree Controlled Substance crime after the completion of a narcotics investigation. Methamphetamines, marijuana, and THC wax were seized.
- An arson case stemming from a domestic disturbance and fire in a Marshall apartment was investigated and the case was forwarded to the Lyon County Attorney's Office for consideration of charges.

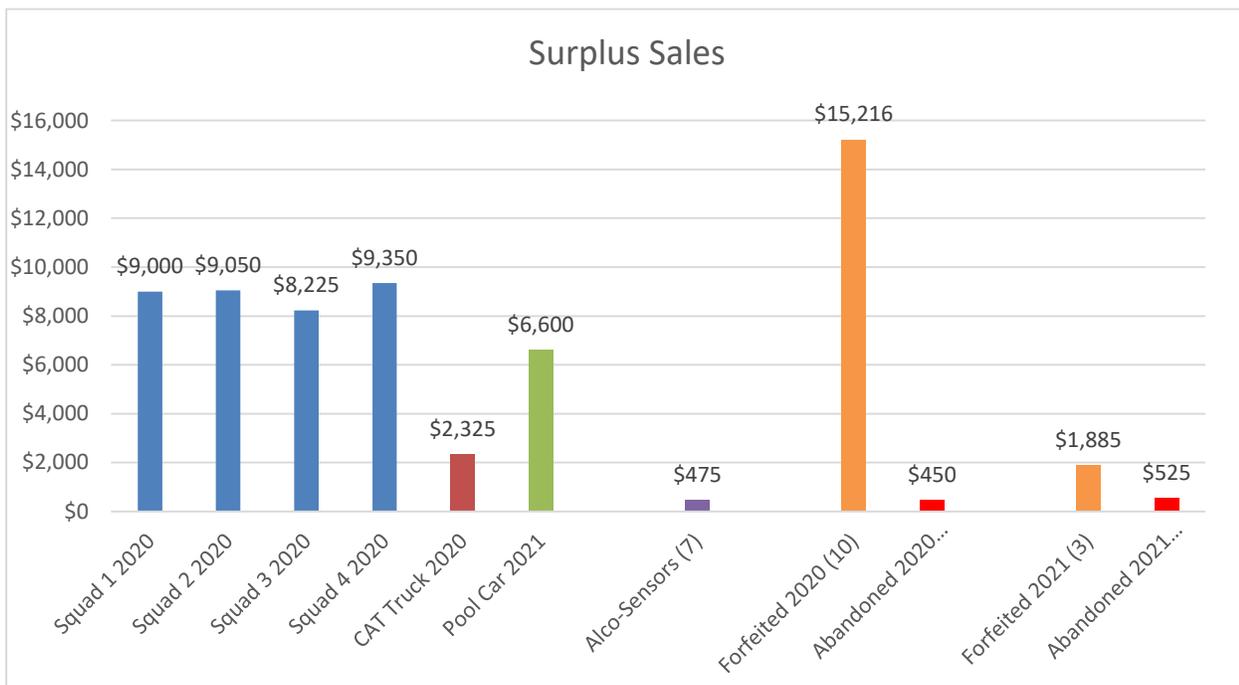
- A search warrant was executed as part of a financial transaction card fraud investigation stemming from a Marshall woman stealing credit card information at a Marshall restaurant and the credit card information being used by others to make unauthorized purchases. The case has been forwarded to the Lyon County Attorney's Office for formal charges against multiple people.
- An auto theft from a Marshall car dealership remains under investigation.
- A theft from a Marshall church was investigated and the case was forwarded to the Marshall City Attorney's Office for charges. Most of the stolen property in the case was recovered.
- Ten cases of identity theft were reported in the month of April, with most involving unemployment benefit fraud. Three of the cases remain under investigation.
- Ten cases of theft and six cases of criminal damage to property were investigated.
- Six cases of criminal sexual conduct were investigated. Two of the cases have been forwarded to the Lyon County Attorney's Office for consideration of charges.
- 22 child protection reports and 2 reports from the Minnesota Adult Abuse Reporting Center were investigated jointly with Southwest Health and Human Services.
- Detective Kaylynn Sandgren attended the Minnesota Bureau of Criminal Apprehension's Predatory Offender Investigations training on April 7<sup>th</sup>.

## **MERIT CENTER**

- The MERIT Center continues to host the Marshall City Council meetings as well as employee safety training and planning and airport commission meetings.
- The Department of Public safety continues to utilize the driving track and skills pad for CDL exam testing. There were 13 exams completed on the track in April.
- SWHHS conducted the second dose vaccination clinic at the MERIT Center on April 7<sup>th</sup>.
- MERIT and Marshall Fire held a Fire Conference on April 10<sup>th</sup>. Education was provided by Central Lakes Community College Fire & EMS Program. 68 fire fighters attended this event and 5 vendors were on site with their product for the fire service.
- The Marshall Police Department held a Standard Field Sobriety Testing refresher course at the MERIT Center on April 12<sup>th</sup> for 15 local officers.
- Avera Marshall held their leadership meeting at the MERIT Center on April 20<sup>th</sup> for 42 employees.
- On Saturday, April 24<sup>th</sup> MN West conducted Motorcycle training on the track and Southwest EMS conducted an ambulance driving course.
- MN West held an Emergency Vehicle Operation Course (EVOC) for students in the law enforcement program on April 29-30<sup>th</sup>.
- The MERIT Center was utilized 23 out of 30 days in April with 313 participants attending these events/trainings.

## **EMERGENCY MANAGEMENT**

- The City of Marshall contracts with Frontline Warning Systems to provide maintenance on our severe weather warning sirens. Frontline will be providing on-site testing of all our sirens and system in the month of May.





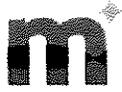
**BUILDING PERMIT LIST**  
**May 11, 2021**

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
ACE HOME & HARDWARE	612 MERCEDES DR	NEW BUILDING	345,000.00
MINNESOTA CABINETS, INC.	1006 COUNTRY CLUB DR	INTERIOR REMODEL	1,000.00
MINNESOTA CABINETS, INC.	711 MARGUERITE AVE	Windows	1,600.00
MINNESOTA CABINETS, INC.	1402 RIDGEWAY RD	INTERIOR REMODEL	900.00
MINNESOTA CABINETS, INC.	604 KATHRYN AVE	Windows	1,400.00
JISKOOT, JUSTIN & KARISSA	1102 HORIZON DR	OTHER	13,000.00
GESKE HOME IMPROVEMENT CO.	614 MARSHALL ST W	Windows	3,600.00
FURN USA MN MARSHALL LLC	1001 HIGHWAY 23 N	INTERIOR REMODEL	8,000.00
AMERICAN WATERWORKS	404 MASON ST	INTERIOR REMODEL	7,000.00
LAYLE FRENCH CONSTRUCTION INC.	622 4TH ST S	WINDOWS / DOORS	1,700.00
MIKE BUYSSE CONSTRUCTION, INC.	1006 EMERALD CT	RE-ROOFING	15,000.00
DENNIS LOZINSKI CONSTRUCTION	410 KOSSUTH AVE	RE-ROOFING	5,700.00
BABCOCK CONSTRUCTION	406 2ND ST S	RE-ROOFING	4,100.00
WENDORFF, BRAD & DONNA	511 THOMAS AVE W	DOORS	2,000.00
MAGNUSON, ROSS A & KATHRYN A	604 SARATOGA ST S	DECK	7,600.00
CARON, THOMAS V & LORI K	604 JEFFERSON CIR	OVERHEAD GARAGE DOOR	2,800.00



**PLUMBING PERMIT LIST**  
**May 11, 2021**

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
Coequyt Plumbing & Heating LLC	1215 PARKSIDE DR	N/A	0.00
Coequyt Plumbing & Heating LLC	512 CONTINENTAL ST	NEW BUILDING	0.00
Coequyt Plumbing & Heating LLC	310 ATHENS AVE	NEW BUILDING	0.00
Coequyt Plumbing & Heating LLC	505 DARLENE DR	NEW BUILDING	0.00
JD Plumbing & Heating	623 SOUTHVIEW DR W	INTERIOR REMODEL	0.00
JD Plumbing & Heating	301 HIGHWAY 23 S	NEW BUILDING	0.00
MINNWEST PLUMBING & HEATING, INC.	900 WINDSTAR ST	NEW BUILDING	0.00
TRIO PLUMBING & HEATING	200 ROBERT ST	INTERIOR REMODEL	3,000.00



MARSHALL

**SIGN PERMIT LIST**  
**May 11, 2021**

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
CARMEL PROPERTIES LLC	201 REDWOOD ST W	N/A	500.00
AP Design	311 O'CONNELL ST	N/A	12,900.00

# 2021 Regular Council Meeting Dates

2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month

5:30 P.M.

Minnesota Emergency Response and Industrial Training (MERIT) Center, 1001 Erie Road

## **NOTICE: Pursuant to Minnesota State Statute 13D.021**

Some or all members of the City Council may participate by telephone or other electronic means. Regular attendance and meeting location are not feasible due to the Coronavirus Disease (COVID-19) pandemic.

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### **January**

1. January 12, 2021
2. January 26, 2021

### **February**

1. February 09, 2021
2. February 23, 2021

### **March**

1. March 09, 2021
2. March 23, 2021

### **April**

1. April 13, 2021
2. April 27, 2021

### **May**

1. May 11, 2021
2. May 25, 2021

### **June**

1. June 08, 2021
2. June 22, 2021

### **July**

1. July 13, 2021
2. July 27, 2021

### **August**

1. August 10, 2021
2. August 24, 2021

### **September**

1. September 14, 2021
2. September 28, 2021

### **October**

1. October 12, 2021
2. October 26, 2021

### **November**

1. November 09, 2021
2. November 23, 2021

### **December**

1. December 14, 2021
2. December 28, 2021

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### **2021 Uniform Election Dates**

- February 09, 2021
- April 13, 2021
- May 11, 2021
- August 10, 2021
- November 2, 2021

### **204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.**

Subdivision 1. School districts; counties; municipalities; special taxing districts. No special taxing district governing body, school board, county board of commissioners, city council, or town board of supervisors shall conduct a meeting between 6:00 p.m. and 8:00 p.m. on the day that an election is held within the boundaries of the special taxing district, school district, county, city, or town. As used in this subdivision, "special taxing district" has the meaning given in section 275.066.



## Upcoming Meetings

### May

- 05/11 Work Session, MnDOT, 4:00 PM, MERIT Center
  - 05/11 Regular Meeting, 5:30 PM, MERIT Center
  - 05/19 Work Session, 4:30 PM, Long Term Debt & 2022 Budget Discussion
  - 05/25 Regular Meeting, 5:30 PM, MERIT Center
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### June

- 06/08 Work Session, 4:30 PM, MERIT Center
  - 06/08 Regular Meeting, 5:30 PM, MERIT Center
  - 06/22 Regular Meeting, 5:30 PM, City Hall (TBD)
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### July

- 07/13 Regular Meeting, 5:30 PM, City Hall
- 07/27 Regular Meeting, 5:30 PM, City Hall