



**CITY OF MARSHALL**  
**City Council Meeting**  
**Agenda**  
**Tuesday, March 22, 2022 at 5:30 PM**  
**City Hall, 344 West Main Street**

**OPENING ITEMS**

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

1. Consider approval of the minutes from the regular meeting held on March 8, 2022.

**PUBLIC HEARING**

2. Ordinance Amending Chapter 62 of the City Code establishing Sec. 62.11-Access Management (Driveway Ordinance) – Public Hearing and Adoption of Ordinance.

**CONSENT AGENDA**

3. Consider Approval of Sponsorship Renewals at the Red Baron Arena & Expo.
4. Consider approval of the 2022-23 annual Refuse Haulers Licenses.
5. Wastewater Treatment Facilities Improvement Project – Consider Payment of Invoice 0285412 to Bolton & Menk, Inc.
6. Consider Approval of a Permit for Alcoholic Beverages At City-Owned Facilities.
7. Consider approval of amendments to the Personnel Policy Manual.
8. Consider Approval Resolution Authorizing Submission of DNR Outdoor Recreation Grant.
9. Consider approval of the bills/project payments.

**APPROVAL OF ITEMS PULLED FROM CONSENT**

**NEW BUSINESS**

10. Comprehensive Plan Update by SRF.
11. Authorize Staff to Acquire Proposals for YMCA Financial Feasibility and Future Recreation Feasibility Study.
12. Consideration of renewal agreement options with J&M Displays, Inc., for 4<sup>th</sup> of July fireworks.
13. Project AP-004: Airport Zoning Update – Consider Resolution Authorizing Execution of Mn/DOT Grant Agreement No. 1049819 (S.P. A4201-104).
14. Consider Resolution Authorizing Execution of Mn/DOT-Aeronautics Grant Agreement No. 1049651 (S.P. A4201-C3) for Federal Airport Expenses Reimbursement under the American Rescue Plan Act (ARPA).
15. Consider Resolution Providing for the Issuance and Sale of the City's General Obligation Bonds, Series 2022A, and General Obligation Refunding Bonds, Series 2022B.
16. Request for Interim Use Permit / storage containers in a B-3 General Business District, Shri Gayatri LLC 1511 East College Drive.
17. Request for Conditional Use Permit / mini storage in a B-3 General Business District by Menard, Inc. at 1211 Clarice Avenue.
18. Consider Levee and Flood Control Property Signage Exhibits and Quote.
19. Consider Resolution of Support for a RAISE Grant Application for the MnDOT 2025 College Drive Reconstruction Project.

**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.**

**COUNCIL REPORTS**

- [20.](#) Commission/Board Liaison Reports
- 21. Councilmember Individual Items

**STAFF REPORTS**

- 22. City Administrator
- 23. Director of Public Works
- 24. City Attorney

**INFORMATION ONLY**

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**MEETINGS**

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**ADJOURN**





## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, March 22, 2022
<b>Category:</b>	APPROVAL OF MINUTES
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of the minutes from the regular meeting held on March 8, 2022.
<b>Background Information:</b>	Enclosed are the minutes from the regular meeting held on March 8, 2022.
<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 from the regular meeting held on March 8, 2022 be approved as filed with each member and that the reading of the same be waived.

CITY OF MARSHALL  
CITY COUNCIL MEETING  
M I N U T E S  
Tuesday, March 08, 2022

The regular meeting of the Common Council of the City of Marshall was held March 8, 2022, at City Hall, 344 West Main Street. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, John DeCramer, and James Lozinski. Absent: Steve Meister and Russ Labat. Staff present included: Sharon Hanson, City Administrator; Dennis Simpson, City Attorney; Jason Anderson, Director of Public Works/ City Engineer; E.J. Moberg, Director of Administrative Services; Jessie Dehn, Assistant City Engineer; Preston Stensrud, Parks Superintendent and Kyle Box, City Clerk.

The Pledge of Allegiance was recited at this time.

There was a general consensus to operate under the amended agenda.

**Consider a Resolution Declaring a Vacancy**

The City of Marshall recognizes the passing of former Councilmember Donald L. Edblom and his last day as a City Councilmember on February 22, 2022. Pursuant to City Charter and State Statute the City of Marshall will declare the unexpired term of former Councilmember Edblom Ward 1 seat vacant.

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer That the Council approves the Resolution Declaring a Vacancy on the Marshall City Council. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Lozinski. The motion **Carried. 4-0**

**Consider approval of the minutes from the regular meeting held on February 22, 2022.**

Motion made by Councilmember DeCramer, Seconded by Councilmember Schafer that the minutes from the regular meeting held on February 22, 2022 as filed with each member and that the reading of the same be waived be approved Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Lozinski. The motion **Carried. 4-0**

**General Obligation Bonds, Series 2022A. 1) Conduct a Public Hearing 2) Resolution approving property tax abatement to finance certain public improvements in the City.**

On February 8, 2022 the City Council Called for a Public Hearing to be held on March 8, 2022.

At its March 8, 2022 meeting, the Marshall City Council is being asked to consider the following resolution in anticipation of the issuance of General Obligation Bonds, Series 2022A:

Resolution approving property tax abatement to finance certain public improvements in the City

**Property tax abatement to finance certain public improvements in the City**

The City is proposing property tax abatement to aid in financing certain public improvements, including the Rose and Addison downtown city parking lots adjacent to W. Lyon Street, all pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended. The City intends to issue one or more series of general obligation bonds, a portion of which will be designated as tax abatement bonds, in the aggregate principal amount estimated not to exceed \$575,500 to pay the costs of the project. The abatement bonds are expected to be paid primarily through the collection of abatement revenues. Prior to approval of the granting of a property tax abatement, the City is required to hold a public hearing. The City Council has scheduled March 8 date of the public hearing. Following the hearing, the resolution would authorize the City to finance

identified public improvements with property tax abatements through the issuance and sale of general obligation tax abatement bonds.

Terri Heaton with Baker Tilly provided the background information on the agenda item.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to Close the Public Hearing. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Lozinski. The motion **Carried. 4-0**

Councilmember Lozinski asked a clarification on the number of votes needed with a majority of the council or a majority of the quorum present.

City Administrator Sharon Hanson commented that per the Charter that four members of the council would need to vote yea in order to pass bonding resolutions.

Motion made by Councilmember Lozinski, Seconded by Councilmember DeCramer to Approve Resolution Number 22-035, a Resolution Approving Property Tax Abatement to Finance Certain Public Improvements in the City. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Lozinski. The motion **Carried. 4-0**

**General Obligation Bonds, Series 2022A. 1) Conduct a Public Hearing 2) Consider a Resolution approving a five-year street reconstruction plan and the issuance of General Obligation Street Reconstruction Bonds.** On February 8, 2022 the City Council Called for a Public Hearing to be held on March 8, 2022.

At its March 8, 2022 meeting, the Marshall City Council is being asked to consider the following resolution in anticipation of the issuance of General Obligation Bonds, Series 2022A:

Resolution approving a five-year street reconstruction plan and the issuance of General Obligation Street Reconstruction Bonds

**Five-Year Street Reconstruction Plan and Issuance of General Obligation Street Reconstruction Bonds**

The City is authorized under Minnesota Statutes, Section 475.58, subdivision 3b, as amended (the "Act"), to prepare a plan for street reconstruction or bituminous overlay of streets in the City over the next five years, which includes a description of the street reconstruction or overlay to be financed, the estimated costs, and any planned reconstruction or overlay of other streets in the City over the next five years. Pursuant to the Act, the City may issue general obligation bonds to finance the cost of street reconstruction activities described in such plan.

Before the approval of the street reconstruction plan and the issuance of any bonds under the Act, the City is required to hold a public hearing on the plan and the issuance of bonds thereunder. The City Council has scheduled March 8 as the date of the public hearing. Following the hearing, the resolution would authorize the issuance and sale of general obligation street reconstruction bonds pursuant to the Act in the maximum principal amount of \$400,000 to finance the costs of the Project, as described in the Plan.

Terri Heaton with Baker Tilly provided the background information on the agenda item.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to Close the Public Hearing  
Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Lozinski. The  
motion **Carried. 4-0**

Motion made by Councilmember DeCramer, Seconded by Councilmember Schafer to Approve Resolution  
Number 22-036, a Resolution approving a five-year street reconstruction plan and the issuance of General  
Obligation Street Reconstruction Bonds. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember  
DeCramer, Councilmember Lozinski. The motion **Carried. 4-0**

**Consider Approval of the Consent Agenda**

Councilmember Lozinski requested the item number 5, Introduction of Ordinance Amending Chapter 62 of the  
City Code establishing Sec. 62-11 - Access Management (Driveway Ordinance) be removed from the consent  
agenda.

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer to approve the consent  
agenda. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember  
Lozinski. The motion **Carried. 4-0**

Approval of Resolution Number 22-037, a Resolution Calling for a Public Hearing on the Modification of the  
Redevelopment Plan for Redevelopment Project No. 1.

Approval of the bills/project payments

**Introduction of Ordinance Amending Chapter 62 of the City Code establishing Sec. 62-11 - Access  
Management (Driveway Ordinance).**

City staff is proposing to establish a set of driveway regulations that more explicitly describes the  
requirements and limitations for driveways in various land uses. The proposed ordinance would apply to new  
properties or applications for modifying existing driveways. Applications to replace driveways, as they are  
currently, would be exempt from the requirements in the ordinance.

The proposed ordinance describes the requirements for materials and geometrics (size, slope, etc.) for  
residential, commercial, and industrial-zoned properties. The ordinance also identifies an exemption process,  
should a property owner wish to install a driveway that does not conform to the requirements in the proposed  
ordinance.

Staff believes that the proposed ordinance would provide clear direction to property owners regarding  
driveway installations. Limiting driveway width and spacing between driveways can improve safety by helping  
to reduce vehicle/pedestrian interaction area and by reducing and limiting street access/conflict points, help  
ensure good gutter drainage, reduce unnecessary storm water runoff, help ensure compliance with vegetative  
cover ordinance requirements, and help maintain character of a neighborhood. Establishment of driveway  
regulations are typical for many other communities in Minnesota. Staff can review requirements of other  
communities as needed.

This item was presented to the Public Improvement/Transportation Committee at their meeting on January  
25, 2022, with a recommendation from the Committee for approval of the driveway ordinance to the City  
Council.

This item was presented to the Legislative & Ordinance Committee at their meeting on March 1, 2022. At L&O Committee, Councilman Lozinski suggested that the City Council discuss allowing bituminous paving as an accepted driveway material in the City right of way. City staff prefers to require concrete in City right of way but can make this amendment if the Council desires. After discussion, motion passed with the recommendation from the Committee to Council to introduce the Ordinance Amending Chapter 62 of the City Code establishing Sec. 62-11 - Access Management (Driveway Ordinance) and call for public hearing to be held March 22, 2022.

Councilmember Lozinski pulled the item from consent to further clarify that this proposed ordinance is limited to the city right of way. Member DeCramer added that the Legislative and Ordinance Committee wanted to have the discussion with the full council on allowing both concrete and asphalt.

Motion made by Councilmember Lozinski, Seconded by Councilmember DeCramer that the Council introduce the Ordinance Amending Chapter 62 of the City Code establishing Sec. 62-11 - Access Management (Driveway Ordinance) and call for public hearing to be held March 22, 2022. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Lozinski. The motion **Carried. 4-0**

**General Obligation Bonds, Series 2022A, Consider a Resolution authorizing the issuance of General Obligation Airport Bonds.**

At its March 8, 2022 meeting, the Marshall City Council is being asked to consider the following resolution in anticipation of the issuance of General Obligation Bonds, Series 2022A:

Resolution authorizing the issuance of General Obligation Airport Bonds

**General Obligation Airport Bonds**

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

The resolution authorizes the issuance and sale of general obligation bonds, a portion of which will be designated as airport bonds in the currently anticipated principal amount of \$70,000, pursuant to the Airport Act, to provide financing for certain improvements to the Southwest Minnesota Regional Airport, including apron reconstruction with respect to the WPA hangar area and apron and taxiway sealcoat/crack filling.

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer to approve Resolution Number 22-038, a Resolution authorizing the issuance of General Obligation Airport Bonds. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Lozinski. The motion **Carried. 4-0**

**Consider approval to prepare and submit a Minnesota DNR Outdoor Recreation Grant**

To increase and enhance outdoor recreation facilities in local and community parks throughout the state. This program is established in Minnesota Statutes 85.019.

The Outdoor Recreation Grant Program provides matching grants to local units of government for up to 50% of the cost of acquisition, development and/or redevelopment of local parks and recreation areas. Only one park may be included in an application and only one application per park.

As part of an ongoing effort to Cultivate the Best in Play, our Parks Department is planning to add additional Inclusive Play components to Independence Park (similar to the Legion Field Park project completed in Fall 2021). Visual images of potential components are attached. If awarded, the project could begin as early as November, 2022 and must be completed by June 30, 2024.

Playgrounds are places where children can go to learn, play, and enjoy the outdoors. These areas promote the development of physical and cognitive skills while building social relationships. Inclusive Playgrounds break down barriers and create an atmosphere where all children can play and grow together in a welcoming environment.

Project estimate is \$60,000. City match would be 50%. If awarded, revenue is available in the Park Land Development Fund for matching funds.

Project has potential to come in at lower cost based on material and/or cash donations.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to approve, prepare and submit grant application for Cultivating Best in Play project. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Lozinski. The motion **Carried. 4-0**

**Consider a Resolution Reestablishing Voting Precincts, Wards, and Polling Locations.**

Redistricting is the process of redrawing the boundaries of election districts to ensure that the people of each district are equally represented.

Redistricting is done in the United States after the completion of Congressional reapportionment, which decides how many seats each state has in the 435 member House of Representatives. Reapportionment happens following the Decennial Census.

In Minnesota, the state legislature has constitutional responsibility for redistricting Minnesota's Congressional districts, as well as Minnesota Senate and House districts, and Metropolitan Council districts. Local governments are responsible for redistricting other election districts:

- County boards are responsible for redistricting county commissioner districts
- City councils are responsible for redistricting city wards
- School boards are responsible for redistricting board member districts

In addition, during the redistricting time period, cities and townships will establish (or reestablish) their precinct boundaries as part of the redistricting process, as will counties that have unorganized territory.

After review of our 2020 Census redistricting data, we believe that the accuracy of the Census Tract 3605, which overlaps with our Ward 1 voting district, is undercounted. This tract encompasses SMSU and a large amount of rental housing that was unoccupied due to the timing of COVID-19.

Under Section 2.10 of our City Charter, The Council shall, by ordinance, provide for the establishment of wards, define, or change their boundaries, and increase or eliminate the number of wards in the City. No change, increase, or elimination shall be made within three (3) months prior to any election held in the City governmental offices. Within six (6) months following the official certification of the decennial census of the United States and the filing of the census list with the City, the Council shall, by ordinance, re-determine ward boundaries so as to make said wards as nearly equal in population as practical.

It is staff's opinion that with the current data provided by the Census Bureau the City of Marshall will not need to redistrict its precincts or wards, even with the inaccurate population undercount located in Ward 1.

On Tuesday March 1 staff met with the legislative and Ordinance Committee to present the above information and three options for the Legislative and Ordinance Committee to consider for the full council.

- **Option 1:** Reestablish the City of Marshall Precincts and Wards (No Changes).
- **Option 2:** Move 89 people from Ward 3 to Ward 1.
- **Option 3:** Move 220 people from Ward 3 to Ward 1. This change will reestablish neighborhoods and make the Ward lines between Ward 3 and Ward 1 easier to identify.

Options 2 and 3 were presented to the L&O Committee the results received from the 2020 Census will not allow voting districts for Lyon County to keep the same boundaries if the City of Marshall chooses to reestablish its currently voting districts.

Staff have had meetings with Lyon County staff to discuss options to minimize the impact of redistricting by redrawing precinct and ward lines within Marshall Ward 1 and Ward 3.

At the March 1 Legislative and Ordinance Committee - Motion by Lozinski, Seconded by Meister to recommend that the City Council Reestablish the City of Marshall Precincts and Wards and Polling Locations. All voted in favor. 3-0

Motion made by Councilmember Lozinski, Seconded by Councilmember DeCramer that the Council approves the Resolution Reestablishing Voting Precincts, Wards, and Polling Locations. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Lozinski. The motion **Carried. 4-0**

**Consider a Resolution Declaring a Special Election.**

The City Council will consider a Resolution to declare a vacancy for Ward 1 seat held by Councilmember Edblom.

If the unexpired term of such Councilmember or Mayor is one hundred eighty (180) days or more, the vacancy shall be filled by special election within the area to be represented. The special election shall be ordered by the Council within thirty (30) days after vacancy is declared and reasonable public notice of the election shall be given according to the City Charter.

Due to a redistricting year, municipalities are further limited to when a special election can be held and are not permitted to hold a special election in April or May of 2022. The next uniform election dates available in 2022 are August 9, State primary election day or November 8, 2022, General election day.

After staff review and conformation from the Minnesota Secretary of State's Office it is recommended that the Council order the special election for Ward 1 be held in conjunction with the State Primary Election on Tuesday, August 9, 2022/ General Election on Tuesday, November 8, 2022.

Because the City will be holding a special election in conjunction with regularly scheduled election the City will follow the predetermined scheduled for filling and notices as defined in Minnesota statute.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski That the Council approves the Resolution Declaring a Special Election to be held on August 9, 2022 in conjunction with the State Primary Election. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Lozinski. The motion **Carried. 4-0**

**Project ST-023: W. Lyon Street (College to 1st) Reconstruction Project - Consider Resolution Receiving Feasibility Report and Calling Hearing on Improvement.**

The proposed project limits include W. Lyon Street (E. College Drive to N. 1st Street). The proposed project was originally included in the scope of the Z82 (N. 1st/ Redwood/Marshall) Reconstruction Project constructed in 2021. In consideration of the unknown status regarding the potential development of the Block 11 property, the block of W. Lyon Street between E. College Drive and N. 1st Street was removed from the scope of the project.

This Feasibility Report as authorized by the City Council covers the proposed improvements including scope, background/existing conditions, proposed improvements, probable costs, proposed assessments, feasibility, and proposed project schedule.

The proposed improvements as described in the report are necessary, cost-effective, and feasible from an engineering standpoint.

The project was presented to the Public Improvement/Transportation Committee at their meeting on January 25, 2022, with the Committee recommending approval of the project to the City Council.

The engineer's estimate for the construction portion of the project is \$338,000. The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs is \$432,000. All improvements will be assessed according to the current Special Assessment Policy, including but not limited to participation from Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem. Final approval of the project must include determination of funding sources.

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer that the Council adopt RESOLUTION NUMBER 22-041, which is the Resolution Receiving Feasibility Report and Calling Hearing on Improvement for the above-referenced project and setting the public hearing on improvement date for April 12, 2022. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Lozinski. The motion **Carried. 4-0**



**Project AP-003: Snow Removal Equipment (SRE) and Aircraft Rescue Firefighting Facility (ARFF) - Consider Agreement for the Transfer of Airport Federal Entitlement Funds and Authorize Execution and Filing of FAA Form 5100-110.**

The Airport receives \$150,000 annually in FAA entitlement funding. Those funds may be accumulated for up to four years. This caps the availability of federal entitlements at \$600,000 unless entitlement transfers are utilized. The Airport currently has \$600,000 available in 2022, of which \$150,000 will expire if not used or transferred this year.

The City of Marshall desires to construct a new Snow Removal Equipment (SRE) and Maintenance Equipment Storage Building at the Southwest Minnesota Regional Airport. The existing building does not adequately accommodate all airport maintenance equipment storage needs. The new facility is planned to be constructed on the East Building Area of the airport, as shown on the recently completed Airport Master Plan.

A joint city fire station and ARFF (Aircraft Rescue and Fire Fighting) facility is ultimately planned to be co-located on the site with the SRE/Maintenance Building. The facilities would share common use amenities and utilities. The joint city fire station and ARFF facility is not planned for final design or construction at this time.

The Project has been identified on the airport CIP for several years. Below is the proposed timeline in the most recent airport CIP.

Project Timeline

Phase 1 – 2021: Preliminary Design Study and Funding Plan

Phase 2 – 2022: Design and Site Preparation

Phase 3 – 2023: Construction

Based on this timeline, the City's consultant, TKDA, includes the proposal of two \$150,000 entitlement transfers to ensure that those entitlements do not expire. The first transfer was authorized by the City Council at their meeting on March 23, 2021, to TOB (Dodge Center). These entitlement transfers will provide the City and TKDA with enough time to prepare the necessary pre-project planning documents to secure state aeronautics funding while also helping the City to secure enough FAA entitlement funds to facilitate the construction of this improvement in 2023.

This item was presented to the Airport Commission at their meeting on March 1, 2022 with a recommendation to Council for approval of the transfer of 150,000 of MML Airport 2022 Federal Entitlement Funds to ACQ (Waseca).

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski that the Council authorize the execution of the attached "Agreement between the City of Marshall, Minnesota, and the City of Waseca, Minnesota" for the transfer of 150,000 of MML Airport 2022 Federal Entitlement Funds to ACQ (Waseca) in use in constructing a multi-unit hangar. Waseca will in turn transfer back to Marshall \$150,000 in entitlements in 2023 and that the Council authorize the transfer of Airport Federal Entitlement Funds and authorize execution and filing of FAA Form 5100-110 for the transfer of 150,000 of MML Airport 2022 Federal Entitlement Funds to ACQ (Waseca). Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Lozinski. The motion **Carried. 4-0**

**Project ST-009: W. Lyon Street/N. 3<sup>rd</sup> Street Reconstruction Project - Consider Acceptance of Proposal for Consultant Services.**

The above-referenced project is currently identified for 2023 in the City Capital Improvement Plan (CIP). The project limits include:

- W. Lyon Street (E. College Drive to N. 5th Street)
- N. 3rd Street (W. Main Street to W. Redwood Street).

The proposed project includes the complete reconstruction of the street, curb, sidewalk, driveways, watermain, sanitary sewer, and storm sewer collection system. The street pavement and utilities are in poor condition and City staff believes a reconstruction is necessary.

Brad Meulebroeck has expressed interest in possible changes to the function of N. 3rd Street between W. Main Street and W. Lyon Street. After discussion with staff, his request would include Council considering of the following:

- Remove the signal light at the intersection of N. 3rd Street (City) and W. Main Street (MnDOT). This signal is currently owned and operated by MnDOT, and any changes would need to be approved by MnDOT Traffic.
- In lieu of traffic signal, the addition of an enhanced pedestrian crossing at the intersection of N. 3rd Street and W. Main Street, including a pedestrian refuge island and Rectangular Rapid Flashing Beacon (RRFB) signage. As this installation would be in MnDOT Right-of-Way, this installation would need to be approved by MnDOT Traffic.
- Reconfiguration of N. 3rd Street from the existing two-way travel into a one-way street moving from Main Street to Lyon Street.
- Narrowing of N. 3rd Street to accommodate several additional features including but not limited to landscaping, string lighting, artwork, and sitting areas.

Staff has also considered the possibility of including some aesthetic and/or landscaping/hardscaping upgrades to the remaining blocks of the downtown project. Some of these upgrades may or may not include planter boxes, vegetative strips along the curb and at corners, and tree planting.

With the scheduled timeline of construction in 2023, staff would like the Council to provide authorization to continue forward with the aid of an engineering consultant. Aesthetic features would likely require the services of a landscape architect to assist with the scoping and design of included features.

At the City Council meeting on February 8, 2022, Council authorized staff to request for proposals for consultant services for downtown aesthetic improvements. Consultant assistance with aesthetic options will be critical if the downtown business community or City Council want these types of enhancements. City staff would plan to work with the Downtown Business Association and Chamber to help us manage input. The request included four tasks for the consultant to scope and provide pricing. Task 1 included an Intersection Control Evaluation (ICE) study and report of the N. 3<sup>rd</sup>/W. Main intersection signal. Task 2 was to provide public information gathering and scoping of the streetscaping elements of the project. Task 3 included preparing design sheets of the streetscaping elements determined through Task 2. Task 4 was an optional task to provide design services of the street reconstruction and utility improvement portion of the project.

City staff met with the DBA at their March 2, 2022 meeting to discuss the project and the current status of the project and the possibility of securing a consulting engineer if Council approves.

Three proposals were received on March 3, 2022. Proposals were reviewed at the Public Improvement/Transportation Committee meeting on March 8, 2022, by the Committee, and a proposal review group consisting of two City staff members, the PI/T Committee, and Brad Gruhot, the Chamber President. The Committee recommended award of a contract to Bolton & Menk. Bolton & Menk, while having the lowest cost fee proposal of the three, also provided a strong proposal of services.

All costs would be billed against the 2023 construction project.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer that the Council accept the proposal of Bolton & Menk for Tasks 1, 2 and 3 at the approximate cost of \$67,920 per the recommendation of the Public Improvement/Transportation Committee. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Lozinski. The motion **Carried. 4-0**

#### **Commission/Board Liaison Reports**

Byrnes Mayor Byrnes temporally reassigned the council liaison position for the Public Housing Commission to member DeCramer, Mayor Byrnes assigned himself as the temporary liaison for the Planning Commission and Comprehensive Plan Committee.

Schafer Airport Commission met and discussed items acted on at this council meeting.

DeCramer Marshall Municipal Utilities Commission met and reviewed the final pay request for the Water Treatment Plant. That project is now complete.

Diversity, Equity, and Inclusion Commission met and reviewed 2022 Welcome Week event in September, appointed a new co-chair and will hold another World Café Community event on Saturday, April 30.

Lozinski No Report

#### **Councilmember Individual Items**

Councilmember DeCramer reminded the public to be mindful while driving of significant deer population along Birch Street.

Councilmember Lozinski commented on the Coalition of Greater Minnesota Cities Conference.

Mayor Byrnes discussed his attendance at the Coalition of Greater Minnesota Cities Conference and the City's involvement with the CGMC. Byrnes also discussed the Southwest Minnesota Mayors Council and its main focus of economic competitiveness with our neighboring states. Byrnes commented that a lobbyist has been retained by the group to advance their issues, including a program similar to a South Dakota program for tuition forgiveness. Mayor Byrnes also discussed the City's sales tax extension and that after discussion with our legislators that the aquatic center will be the only project proposed on the bills that are introduced in the house and senate.

There were comments made at a previous meeting by Representative Chris Swedzinski to potentially expand the sales tax to distribute out to surrounding communities.

Administrator Hanson asked the Council for their opinions on revenue sharing when it comes to the city's sales tax extension.

Councilmember Schafer commented not in favor of revenue sharing. Member Schafer added that this option wasn't presented to the public when asked for their opinions and support. Schafer commented that business outside of Marshall would collect from revenue sharing and would have an advantage over businesses in Marshall that would be required to collect the .5% sales tax. Schafer added that he questions the credibility of the council if they change the plan at this time.

Councilmember Lozinski commented not in favor of revenue sharing adding that it would be difficult to ask Marshall businesses to raise their sales tax to then send funds to communities with businesses that are not required to raise their own sales tax.

Councilmember DeCramer commented not in favor of revenue sharing and questioned why this amendment is being proposed with the project being both a community and region asset.

Mayor Byrnes added that current legislation is for an extension, not an addition, to the current sales tax. Byrnes also commented that there is a request to eliminate the one-year requirement of not collecting the .5% sales tax between the existing sales tax and proposed sales tax.

#### **City Administrator**

City Administrator Sharon Hanson commented that her focus has been on the sales tax extension and State of City Address.

#### **Director of Public Works**

Director of Public Works/ City Engineer Jason Anderson commented that the City has received a grant for a future bike trail from Jewett to Main Street, this project will take place in 2026. The chloride grant agreement has been executed by the MPCA and Bolton and Menk, staff will meet with the consultant in the future to discuss the use of funds. Director Anderson added that there will likely be an amended to the College Drive project to include the Bruce Street intersection.

#### **City Attorney**

City Attorney, Dennis Simpson discussed recent and ongoing items. The Block 11 project continues to move forward, and the Council will be asked to take action at a future meeting on TIF. Documents have been provided to the Minnesota National Guard for the land transfer located in the industrial Park. Simpson provided an update on the Helen Chemical property and that he Minnesota Dept. of Ag has received a work plan from an environmental consultant to remain in the voluntary clean up program. Additionally, the North 7<sup>th</sup> Street Annexation is continuing to develop and that a conversation has been held with the MRES Attorney. Simpson will ask for a Public Improvement and Transportation meeting to convene for additional discussion regarding annexation. Lastly, Simpson commented that progress is being made on the nuisance properties located along East Main Street.

**Conduct a closed session pursuant to Minnesota Statutes, section 13D.05, subdivision 3(b) to engage in an attorney-client privileged discussion with the City's attorney regarding Broadmoor Valley Mobile Home Park.**

At 6:52 P.M., Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer to go into closed session. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Lozinski. The motion **Carried. 4-0**

At 7:06 P.M., the Council came back into closed session.

Representative Chris Swedzinski joined the meeting to discuss the proposed bill at the legislator for sales tax extension. Mayor Byrnes provided a summary from discussion held by the Council earlier in the meeting and that the Council is not in support of revenue sharing with this sales tax extension.

Representative Swedzinski provided a background on the tax committee process, and he would have an opportunity to amend and update the proposed bill.

Councilmember Schafer asked Representative Swedzinski how he sees the revenue sharing work.

Representative Swedzinski commented that with this revenue sharing multiple communities would be able to receive percentage of the dollars collected Marshall through the .5% sales tax.

There was continued discussion from the Council that it would be a tough ask for the Council to ask voters to send money collected in the community back out to the surrounding communities. The Council added that this ask doesn't seem to fit with the aquatic center as it is viewed as a regional asset.

Additional concerns from the Council are losing support from the voters for changing the terms, allowing competing businesses outside of the city to have an advantage of not collecting Marshall sales tax and to then send money to those communities.

Representative Swedzinski added that if it truly is a regional project that it should be up to the region to vote on the project. The Council wasn't sure if the legislator allowed that action to be taken and if that applied to a sales tax extension or a new sales tax collection.

Swedzinski commented that the proposed amendment includes 10% revenue sharing of the sales tax that is collected for communities within approximately 35-mile radius.

Representative Swedzinski and the Council agreed that this topic deserves the conversation and is a unique idea.

The City Council strongly feel that it is too late in the process to change the project.

**Information Only**

There were no questions on the information items.

**Upcoming Meetings**

There were no questions on the upcoming meetings.

**Adjourn**

At 7:23 P.M., Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to adjourn.  
Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Lozinski

\_\_\_\_\_  
Mayor

Attest:

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

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, March 22, 2022
<b>Category:</b>	PUBLIC HEARING
<b>Type:</b>	ACTION
<b>Subject:</b>	Ordinance Amending Chapter 62 of the City Code establishing Sec. 62.11-Access Management (Driveway Ordinance) – Public Hearing and Adoption of Ordinance.
<b>Background Information:</b>	<p>City staff is proposing to establish a set of driveway regulations that more explicitly describes the requirements and limitations for driveways in various land uses. The proposed ordinance would apply to new properties or applications for modifying existing driveways. Applications to replace driveways, as they are currently, would be exempt from the requirements in the ordinance.</p> <p>The proposed ordinance describes the requirements for materials and geometrics (size, slope, etc.) for residential, commercial, and industrial-zoned properties. The ordinance also identifies an exemption process, should a property owner wish to install a driveway that does not conform to the requirements in the proposed ordinance.</p> <p>Staff believes that the proposed ordinance would provide clear direction to property owners regarding driveway installations. Limiting driveway width and spacing between driveways can improve safety by helping to reduce vehicle/pedestrian interaction area and by reducing and limiting street access/conflict points, help ensure good gutter drainage, reduce unnecessary storm water runoff, help ensure compliance with vegetative cover ordinance requirements, and help maintain character of a neighborhood. Establishment of driveway regulations are typical for many other communities in Minnesota. Staff can review requirements of other communities as needed.</p> <p>This item was presented to the Public Improvement/Transportation Committee at their meeting on January 25, 2022, with a recommendation from the Committee for approval of the driveway ordinance to the City Council.</p> <p>This item was presented to the Legislative &amp; Ordinance Committee at their meeting on March 1, 2022. At L&amp;O Committee, Councilman Lozinski suggested that the City Council discuss allowing bituminous paving as an accepted driveway material in the City right of way. City staff prefers to require concrete in City right of way, but can make this amendment if the Council desires. After discussion, motion passed with the recommendation from the Committee to Council to introduce the Ordinance Amending Chapter 62 of the City Code establishing Sec. 62-11 - Access Management (Driveway Ordinance) and call for public hearing to be held March 22, 2022.</p>
<b>Fiscal Impact:</b>	None.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendation:</b>	<p><u>Recommendation No. 1</u> that the Council close the public hearing on the Ordinance Amending Chapter 62 of the City Code establishing Sec. 62-11 - Access Management (Driveway Ordinance).</p> <p><u>Recommendation No. 2</u></p>

	<p>that the Council adopt Ordinance No. 22-002, which is the Ordinance Amending Chapter 62 of the City Code establishing Sec. 62-11 - Access Management (Driveway Ordinance).</p> <p><u>Recommendation No. 3</u> that the Council adopt Ordinance No. 22-002, which is the Summary Ordinance for Publication of the Ordinance Amending Chapter 62 of the City Code establishing Sec. 62-11 - Access Management (Driveway Ordinance).</p>
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**ORDINANCE NO. 22-002**

**ORDINANCE AMENDING CHAPTER 62 – STREETS, SIDEWALKS AND  
OTHER PUBLIC PLACES  
ESTABLISHING SEC. 62-11 - ACCESS MANAGEMENT**

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

Section 1: City Code of Ordinances, Chapter 62, Sec. 62-11 is hereby added in its entirety as follows:

**CHAPTER 62 – STREETS, SIDEWALKS AND OTHER PUBLIC PLACES**

**ARTICLE I. – IN GENERAL**

**Sec. 62-11. – Access Management**

**(a) Definitions.**

*(1) Driveway*

- a. For the purpose of this Section, driveway is that portion of a private drive leading to an off-street destination such as a garage or parking area and providing access for motor vehicles from a public way that lies between the curb or pavement edge of a public street and the property line.

**(b) Review.**

*(1) Determinations.*

- a. Intent.
  1. It is the intent of this chapter to regulate access of abutting property to and from the public streets in order to protect and promote the welfare and safety of the public, the movement of traffic on the public streets, and to eliminate unreasonable traffic hazards.
- b. Permit Issuance.
  1. The City Engineer shall issue a permit hereunder when the City Engineer finds:
    - i. That the work will be done according to the provisions described herein;
    - ii. That the curb cut or proposed driveway will not constitute a traffic hazard or unreasonably impair or interfere with vehicular and pedestrian traffic, the demand and necessity for street parking spaces, and the means of ingress to and from adjacent properties; and
    - iii. That the health, welfare and safety of the public will not be unreasonably impaired.
  2. If a permit is denied, the City Engineer shall forthwith notify the applicant and shall set forth in such notice the reasons for denying the permit.
- c. Appeals to City Council.
  1. Any person aggrieved by any action taken by the City Engineer in granting or denying a permit of any curb cut or driveway may appeal to the City Council by filing in the office of the City Clerk a notice of appeal specifying the grounds thereof. An appeal shall stay all proceedings until the City Council renders action. Such appeal shall initiate an opportunity to be heard before the Planning Commission of the Council to which the matter has been referred for review and recommendation. Thereafter, the Council may affirm, reverse or modify the action of the City Engineer.

*(2) Requirements.*

- a. All driveway construction must comply with the requirements of Sections 62-3 and Chapter 86.
- b. All work on private properties beyond driveways as defined in this Section and applications for permits for replacing the existing surfacing of driveway only with no modifications are exempt from the requirements of this ordinance.
- c. All applications for permits that include driveway modifications must conform to the requirements of this ordinance.

- d. Driveway permit applications that include either new driveways or modifications to an existing driveway must include a plan layout of the proposed work illustrating that the proposed driveway will conform to the requirements in this ordinance.

(3) *Exceptions.*

- a. A property owner may file for an exception to the regulations described herein.
- b. Exception requests shall be submitted to the Office of the City Engineer in the form of a formal letter including additional documentation describing the requested exception(s) including but not limited to the following:
  - 1. Location map;
  - 2. Ordinance requirement(s) requested for exception;
  - 3. Detailed description of proposed work outside of requirements of ordinance; and
  - 4. Contact information of applicant.
- c. Exception requests shall be reviewed by the City Engineer or his/her designee. The Office of the City Engineer shall offer a determination within 30 days of receiving a written request for exception from the provisions of this ordinance.

(4) *Quantity.*

- a. Residential-Zoned Properties
  - 1. Properties will be granted one (1) curb cut access for driveway for lot frontage to the street up to eighty-five (85) feet. Properties with greater than eighty-five (85) feet of lot frontage to the street will be granted (2) curb cut accesses for driveways.
- b. Commercial and Industrial-Zoned Properties
  - 1. All Commercial and Industrial properties will be granted two (2) curb cut accesses per parcel for driveway.

**(c) Construction.**

(1) *Materials.*

- a. Surface Pavement.
  - 1. All driveways must be surfaced with concrete from the street to the back of the existing sidewalk.
  - 2. If no sidewalk exists, concrete surface shall extend to the back of the City Right-of-Way.
- b. Within the City Right-of-Way, driveways require a minimum of four (4) inches of gravel base and six (6) inches of concrete pavement.

(2) *Geometrics.*

- a. Residential-Zoned Properties.
  - 1. Curb cut access for driveways shall not be more than 36 feet in width measured at the full-width opening, not including required flared sections.
  - 2. Curb cut access for shared driveways on a multi-family residential property shall not measure more than 48 feet in width.
  - 3. When Intersecting Existing Sidewalks
    - i. The width of the new sidewalk shall measure a minimum of five (5) feet unless existing surrounding walk is four (4) feet in width, measured perpendicularly to the driveway.
    - ii. The cross-slope of the new sidewalk shall measure less than a 2% to meet ADA requirements.
    - iii. A new sidewalk transition panel outside of each end of the driveway shall transition required cross-slope to match existing adjacent sidewalk.
  - 4. Minimum Distances.
    - i. In the event of a property owning two or more driveways, the minimum distance of separation between the driveways shall be 24 feet.
    - ii. The minimum distance of a driveway, not including the required flared section, to the side property line shall be five (5) feet.
    - iii. The minimum distance of a driveway from an adjacent intersection shall be 25 feet, measured from the Right-of-Way of the intersecting street.
- b. Commercial-Zoned Properties.
  - 1. Curb cut access for driveways shall not be more than 36 feet in width measured at the full-width opening, not including required flared sections.

2. When Intersecting Existing Sidewalks
    - i. The width of the new sidewalk shall measure a minimum of five (5) feet unless existing surrounding walk is four (4) feet in width, measured perpendicularly to the driveway.
    - ii. The cross-slope of the new sidewalk shall measure less than a 2% cross-slope to meet ADA requirements.
    - iii. A new sidewalk transition panel outside of each end of the driveway shall transition required cross-slope to match existing adjacent sidewalk.
  3. Minimum Distances.
    - i. In the event of a property owning two or more driveways, the minimum distance of separation between the driveways shall be 40 feet.
    - ii. The minimum distance of a driveway, not including the required flared section, to the side lot property line shall be five (5) feet.
    - iii. The minimum distance of a driveway from an adjacent intersection will be 40 feet, measured from the Right-of-Way of the intersecting street.
- c. Industrial-Zoned Properties.
1. A site plan will be required that includes proposed curb cut access(es) and width(s) for driveways.
  2. The City Engineer shall review that proposed curb cut accesses meet necessary traffic safety requirements.
  3. When Intersecting Existing Sidewalks
    - i. The width of the new sidewalk shall measure a minimum of five (5) feet unless existing surrounding walk is four (4) feet in width, measured perpendicularly to the driveway.
    - ii. The cross-slope of the new sidewalk is required to measure less than a 2% cross-slope to meet ADA requirements.
    - iii. A new sidewalk transition panel outside of each end of the driveway will be required to transition required cross-slope to match existing adjacent sidewalk.
  4. Minimum Distances.
    - i. In the event of a property owning two or more driveways, the minimum distance of separation between the driveways will be 40 feet.
    - ii. The minimum distance of a driveway, not including the required flared section, to the side lot property line will be five (5) feet.
    - iii. The minimum distance of a driveway from an adjacent intersection will be 40 feet, measured from the Right-of-Way of the intersecting street.

Section 2: This ordinance shall take effect from and after its passage and publication.

Passed and adopted by the Common Council this 22<sup>nd</sup> day of March, 2022.

THE COMMON COUNCIL

ATTEST:

\_\_\_\_\_  
Mayor of the City of Marshall, MN

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

Introduced on: March 8, 2022

Final Passage on: March 22, 2022

Summary Ordinance in the Marshall Independent on: \_\_\_\_\_

**SUMMARY ORDINANCE NO. 22-002  
FOR PUBLICATION**

**ORDINANCE AMENDING CHAPTER 62 – STREETS, SIDEWALKS AND  
OTHER PUBLIC PLACES  
ESTABLISHING SEC. 62-11 - ACCESS MANAGEMENT**

On March 22, 2022, the City Council for the City of Marshall, Minnesota (“City”) adopted an Ordinance Amending Chapter 62 (Streets, Sidewalks and Other Public Places) (“Ordinance”) of the Marshall City Code of Ordinances. The Ordinance serves the purpose of Amending Chapter 62 of the City Code establishing Sec. 62-11 - Access Management (Driveway Ordinance).

It is hereby determined that publication of this Title and Summary Ordinance will clearly inform the public of the intent and effect of Ordinance No. 22-002. A copy of the entire Ordinance will be posted at the Marshall City Hall.

It is hereby directed that only the above Title and Summary of Ordinance No. 22-002 be published conforming to Minnesota Statutes §331A.01 with the following:

**NOTICE**

Persons interested in reviewing a complete copy of the Ordinance may do so at the office of the City Clerk, City Hall, 344 West Main Street, Marshall, Minnesota 56258.

Passed and adopted by the Common Council this 22<sup>nd</sup> day of March, 2022.

THE COMMON COUNCIL

ATTEST:

\_\_\_\_\_  
Mayor of the City of Marshall, MN

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

Introduced on: March 8, 2022

Original Ordinance Adopted on: March 22, 2022

Summary Ordinance Adopted on: March 22, 2022

Summary Ordinance in the Marshall Independent on: \_\_\_\_\_

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, March 22, 2022
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval of Sponsorship Renewals at the Red Baron Arena & Expo
<b>Background Information:</b>	Renewing the sponsorship agreements between D&G, and Bremer and the city of Marshall for the Red Baron Arena & Expo
<b>Fiscal Impact:</b>	D&G Sponsorship is \$3000 per year for five years. Bremer Sponsorship is \$2,000 per year for five years.
<b>Alternative/ Variations:</b>	None Recommended
<b>Recommendations:</b>	To Approve D&G Sponsorship agreement for the Red Baron Arena & Expo. To Approve Bremer Sponsorship Agreement for the Red Baron Arena & Expo

**SPONSORSHIP AGREEMENT  
2022 RENEWAL DRAFT**

This Sponsorship Agreement (the “Agreement”) is entered into as of January 1, 2022, (the “Effective Date”) by and between City of Marshall, Minnesota, a municipality of the State of Minnesota (the “City”), and D&G Excavating, Inc., (the “Sponsor,”) and together with the City, (the “Parties”).

**RECITALS**

**WHEREAS**, the City is engaged in the management and the operation of the arena and expo center, known as the Red Baron™ Arena & Expo, and four softball/youth baseball fields yet to be named, hereafter referred to as the “Property,” located in Marshall, MN;

**WHEREAS**, the Sponsor wishes to continue as a sponsor of the Property by providing financial support in exchange for certain rights to be granted in connection with the Property and agrees to do so under the terms and conditions of this Agreement;

**WHEREAS**, the City wishes to grant the Sponsor certain rights in connection with the Sponsorship on the terms and conditions set forth below; and

**WHEREAS**, each Party is duly authorized and capable of entering into this Agreement.

**NOW THEREFORE**, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

**1. GRANT OF RIGHTS.**

As consideration for the Sponsorship Rights, as such term is defined in Exhibit A, the City hereby grants the Sponsor the rights described in this Agreement and in Exhibit A attached hereto and made a part hereof, in connection with the Property and agrees to perform all of the City’s obligations hereunder.

**2. SPONSORSHIP FEE.**

The total Sponsorship Fee, as such term is defined in Exhibit A, for the Sponsorship Rights and the schedule of payments of the Sponsorship Fee shall be as set forth in Exhibit A hereto.

**3. TERM.**

This Agreement is effective as of the Effective Date and shall continue in force, unless otherwise terminated in accordance with the provisions of Section 4(B) of this Agreement, until July 31, 2027, (the “Term”).

#### 4. SPONSORSHIP RENEWAL AND TERMINATION.

##### (A) SPONSORSHIP RENEWAL.

The Sponsor shall have the right of first negotiation to negotiate the renewal of the Sponsorship Rights at completion of the Term. The City shall negotiate exclusively with the Sponsor for a period of one hundred eighty (180) days prior to the expiration of the Term with respect to the terms and conditions of the Sponsorship Rights for the next offering from the City.

##### (B) TERMINATION.

This Agreement may be terminated:

- (i.) By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party's material breach is not cured within ninety (90) days of receipt of written notice thereof.
- (ii.) By either Party, for failure to comply with Section 7 of this Agreement by the other Party, if the other Party's failure to comply is not cured within ninety (90) days of receipt of written notice thereof.
- (iii.) By either Party at any time and on provision of written notice, if any of the other Party's representations and warranties under this Agreement prove to be inaccurate in any material respects.
- (iv.) By either Party at any time and without prior notice, if the other Party is convicted of any crime or offense, or is guilty of serious misconduct in connection with performance under this Agreement.

#### 5. RESPONSIBILITIES.

##### (A) Of the City. The City agrees to do each of the following:

- (i) Provide the Sponsor with the Sponsorship Rights detailed in this Agreement and Exhibit A to this Agreement.
- (ii) Organize, produce, and supervise events in a workmanlike manner, in accordance with applicable laws, and with professional diligence and skill, using fully-trained, skilled, competent, and experienced personnel.
- (iii) Make all arrangements for the use of the venue, including securing any necessary permits, coordinating parking and/or transportation, supplying equipment, and contracting with vendors and other service providers.
- (iv) Deliver the Property Trademarks (as defined in Section 7(B) below) to the Sponsor within one hundred eighty (180) days of the Effective Date.
- (v) Provide adequate professional security for the Events and take reasonable steps to ensure the safety of all workers, volunteers, and persons attending the Events.
- (vi) Use best efforts to obtain appropriate media coverage of the Property.

(vii) Use best efforts to promote the Property and maximize attendance.

(B) Of the Sponsor. The Sponsor agrees to do each of the following:

- (i) Provide all assistance and cooperation to the City that is necessary in connection with the Sponsor's Sponsorship Rights of the Property.
- (ii) Deliver the Sponsor Trademarks (as defined in Section 7(A) below) to the City within ninety (90) days of the Effective Date.

## **6. PARTIES' REPRESENTATIONS AND WARRANTIES.**

(A) The Parties each represent and warrant as follows:

- (i) Each Party has full power, authority, and right to perform its obligations under the Agreement.
- (ii) This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
- (iii) Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.

(B) The City hereby represents and warrants as follows:

- (i) The Property shall be operated in accordance with and shall not violate any applicable laws, rules, or regulations, and the City shall obtain all permissions required to comply with such laws, rules, or regulations.
- (ii) The City shall notify the Sponsor of any changes that would materially change the deliverable elements at least ninety (90) days before implementing such changes.
- (iii) The obligations required by this Agreement shall be performed by the City or the City's staff, and the Sponsor shall not be required to hire, supervise, or pay any assistants to help the City perform such obligations.

(C) The Sponsor hereby represents and warrants as follows:

- (i) The Sponsor will make timely payments of the Sponsorship Fee to the City under this Agreement and as detailed in Exhibit A hereto.
- (ii) The Sponsor shall provide such other assistance to the City as the Sponsor deems reasonable and appropriate.

## **7. TRADEMARKS.**

(A) Sponsor Trademarks.

- (i) License. The Sponsor hereby grants the City a non-exclusive limited license to use, display, and reproduce its logos, trademarks, service marks,



and trade names (each, a “Sponsor Trademark” and collectively, the “Sponsor Trademarks”) only in connection with the promotion and advertisement of the Property and any listing of the sponsors of the Property during the Term and any Renewal Term. The City agrees to obtain the consent of the Sponsor before each use, display, and reproduction of the Sponsor Trademarks.

- (ii) Ownership. All Sponsor Trademarks provided, leased, or licensed to the City in connection with the Property are the Sponsor’s sole property, and the City has no ownership or other intellectual property rights in or to such items.
- (iii) No Infringement. The Sponsor represents and warrants to the City and unconditionally guarantees that all of the Sponsor Trademarks are owned by the Sponsor or that the Sponsor has permission from the rightful owner to use each of these elements.

(B) Property Trademarks.

- (i) License. The City hereby grants the Sponsor a non-exclusive limited license to use, display, and reproduce the logos, trademarks, service marks, and trade names, associated with the Property (each a “Property Trademark” and collectively, the “Property Trademarks”) only in connection with the promotion and advertisement of the Sponsor’s products and services during the Term and any Renewal Term. The Sponsor agrees to obtain the consent of the City before each use, display, and reproduction of the Property Trademarks.
- (ii) Ownership. All Property Trademarks provided, leased, or licensed to the Sponsor in connection with Events are the City’s sole property, and the Sponsor has no ownership or other intellectual property rights in or to such items.
- (iii) No Infringement. The City represents and warrants to the Sponsor and unconditionally guarantees that all of the Property Trademarks are owned by the City or that the City has permission from the rightful owner to use each of these elements.

**8. EVENT MERCHANDISE.**

Sponsor-Created Merchandise. During the Term and any Renewal Term and subject to the approval of the City, which shall not be unreasonably withheld, the Sponsor shall have the right to create, manufacture or cause to be manufactured, and sell or give away merchandise associated with the Property and containing the Sponsor’s Trademarks in connection with the promotion of the Sponsor’s products and services. All merchandise caused to be manufactured for sale or to be given away by the Sponsor in association with the Property shall be of high quality, free from product defects, merchantable, and suitable for its intended purpose.

**9. INDEMNIFICATION.**

- (A) Of Sponsor by City. Subject to limits applicable under Minnesota law, the City shall indemnify and hold harmless the Sponsor and its officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, (collectively, the “Claims”) that any of them may suffer from or incur and that arise or result primarily from (i) any inaccuracy of any representation or warranty made by the City under this Agreement, or (ii) the City’s breach of any of its obligations, agreements, or duties under this Agreement, or (iii) the City, including, but not limited to Claims for bodily injury, death, or property loss, but only in proportion to and to the extent such Claims arise out of or are caused by the negligent or intentional acts or omissions of the City and/or the City’s officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns.
  
- (B) Of City by Sponsor. Subject to limits applicable under Minnesota law ,the Sponsor shall indemnify and hold harmless the City and its officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any Claims that any of them may suffer from or incur and that arise or result primarily from any inaccuracy of any representation or warranty made by the Sponsor under this Agreement or the Sponsor’s breach of any of its obligations, agreements, or duties under this Agreement.

**10. INSURANCE.**

Each Party shall maintain, at its own expense, insurance coverage required in the reasonable amounts and types for each party’s operations.

**11. FORCE MAJUERE.**

Either party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes or labor disputes, embargoes, government orders or any other force majeure event.

**12. CONFIDENTIALITY.**

Each Party agrees, during the Term, and any Renewal Term, and for a period of five (5) years thereafter, to hold in strictest confidence and not to disclose to any person, firm, or corporation without the prior written consent of the other Party, any of the terms or conditions of this Agreement, subject to the Minnesota Government Data Practices Act and other approval laws.

**13. NATURE OF RELATIONSHIP.**

The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship

between the Parties, or as authorizing either Party to act as the agent of the other. Nothing in this Agreement shall create any obligation between either Party and a third party.

**14. AMENDMENTS.**

No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

**15. ASSIGNMENT.**

Neither Party may, without the prior written consent of the other Party, assign, subcontract, or delegate its obligations under this Agreement, except that the Sponsor may assign this Agreement to a purchaser of all or substantially all of the Sponsor's assets, provided that the Sponsor guarantees the performance of and causes the assignee to assume all obligations of the Sponsor under this Agreement. City may assign the operational and management duties of the Property to a third party provider, subject to the terms and conditions of this Sponsorship Agreement.

**16. SUCCESSORS AND ASSIGNS.**

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

**17. NO IMPLIED WAIVER.**

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

**18. NOTICE.**

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties as follows:

If to the Sponsor:

D&G Excavating, Inc.  
Kris Gruhot, CEO  
2324 County Rd. 30  
Marshall, MN 56258

If to the City:

City of Marshall  
ATTN: Sharon Hanson, City Administrator  
344 W. Main St.  
Marshall, MN 56258

**19. GOVERNING LAW.**

This Agreement shall be governed by the laws of the State of Minnesota.

**20. COUNTERPARTS/ELECTRONIC SIGNATURES.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

**21. SEVERABILITY.**

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**22. ENTIRE AGREEMENT.**

This Agreement, together with the Exhibits hereto, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

**23. HEADINGS.**

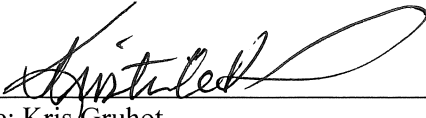
Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**SPONSOR**

D&G EXCAVATING, INC.

By:   
Name: Kris Gruhot  
Title: CEO

**CITY**

CITY OF MARSHALL

By: \_\_\_\_\_  
Name: Robert J. Byrnes  
Title: Mayor

ATTEST:

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

**EXHIBIT A**  
**SPONSORSHIP RIGHTS, FEE, REBATE OF FEE, AND INSURANCE**

**1. SPONSORSHIP RIGHTS.**

In exchange for the Sponsorship Fee, as defined in Section 2 below, the Sponsor will receive the following rights in connection with the Property (collectively, the “Sponsorship Rights”):

(A) Signage and branding. The Sponsor will receive the right to:

- 1) Videoboard Sponsorship. The 13’ 8” x 25’ videoboard located in the main arena will feature video spots at City controlled events. Ten and thirty-second advertisement will be included for sponsor.
- 2) Brand/Company Signage to be placed as follows: The Sponsor logo shall be allowed in two spaces (each not to exceed 2’x2’, on a “Sports Mural” to be located in the designated walk-up area to the second level of the main arena.
- 3) Digital Media. Sponsor logo will be included in all digital/social media controlled by the City (arena website, social media campaigns, etc.)
- 4) Dasher Board. Sponsor shall receive one (1) dasher board sign in the main rink and one (1) dasher board sign in rink 2. Dasher board signs will be located near the goal line in each rink.

Ads will be weighted to run at high rotation than all other sponsors. Sponsors will be responsible for providing production and traffic instructions for the ads.

(B) Event Rights. The Sponsor will receive the right to:

- 1) Exclusive use of the Red Baron Arena & Expo one (1) time per calendar year for each year of the sponsorship agreement. Operational expenses, food costs, promotional giveaways and any facility remodeling costs associated with the exclusive sponsor use are the responsibility of the sponsor.
- 2) Exclusive use of the facility club room one (1) time per calendar year. Operational expenses, food costs, promotional giveaways and any facility remodeling costs associated with the exclusive sponsor use are the responsibility of the sponsor.

(C) Media Rights. The Sponsor will receive the right to:

Sponsor will receive logo/marks inclusion in all media campaigns associated with events controlled by the City as follows:

**Package Value:**

Main Rink Logos	\$3,000
Dasher Board Signage Sponsorship	\$2,000
Facility Use	\$1,250
Club Room Use	\$1,000
Name and Logo Rights	\$1,000
Digital Media	\$2,000

**Annual Advertising Package Value \$10,250**

**2. SPONSORSHIP FEE.**

In exchange for the Sponsorship Rights as defined herein, the Sponsor agrees to pay the City Fifteen Thousand and no/100 Dollars (\$15,000) the “Sponsorship Fee” as follows:

- (A) Sponsorship Funding. Sponsor Shall pay the sum of 3,000.00 per year for each and every year of this exclusive sponsorship agreement Payment(s) to be made to the City of Marshall prior to December 15<sup>th</sup> of 2022 and each year (2023, 2024, 2025 & 2026) of the agreement.

## SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the “Agreement”) is entered into as of February 22, 2022 (the “**Effective Date**”) by and between City of Marshall, Minnesota, a municipality of the State of Minnesota (the “**City**”), and Bremer Bank, National Association, (the “**Sponsor**,” and together with the City, the “**Parties**”).

### RECITALS

**WHEREAS**, the City is engaged in the management and the operation of the arena and expo center, known as the Red Baron™ Arena & Expo, and four softball/youth baseball fields yet to be named, hereafter referred to as the “**Property**,” located in Marshall, MN;

**WHEREAS**, the Sponsor wishes to be a continuing sponsor of the Property by providing financial support in exchange for certain rights to be granted in connection with the Property and agrees to do so under the terms and conditions of this Agreement;

**WHEREAS**, the City wishes to grant the Sponsor certain rights in connection with the Sponsorship on the terms and conditions set forth below; and

**WHEREAS**, each Party is duly authorized and capable of entering into this Agreement.

**NOW THEREFORE**, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

#### 1. GRANT OF RIGHTS.

As consideration for the Sponsorship Rights, as such term is defined in Exhibit A, the City hereby grants the Sponsor the rights described in this Agreement and in Exhibit A attached hereto and made a part hereof, in connection with the Property.

#### 2. SPONSORSHIP FEE.

The total Sponsorship Fee, as such term is defined in Exhibit A, for the Sponsorship Rights and the schedule of payments of the Sponsorship Fee shall be as set forth in Exhibit A hereto.

#### 3. TERM.

This Agreement is effective as of the Effective Date and shall continue in force, unless otherwise terminated in accordance with the provisions of Section 4(B) of this Agreement, through and including February 28, 2023 (the “**Term**”), unless renewed for such “**Renewal Term(s)**” as the parties may agree pursuant to Section 4 below.

#### 4. SPONSORSHIP RENEWAL AND TERMINATION.

##### (A) SPONSORSHIP RENEWAL.

The Sponsor shall have the right of first negotiation to negotiate the renewal of this Agreement. The City shall negotiate exclusively with the Sponsor for a period of one



hundred eighty (180) days prior to the expiration of the Term (and any Renewal Term) with respect to the terms and conditions of any renewal.

(B) TERMINATION.

This Agreement may be terminated:

- (i.) By either party for a material breach of any provision of this Agreement by the other party, if the other party's material breach is not cured within thirty (30) days of receipt of written notice thereof.
- (ii.) By either party, for failure to comply with Section 7 of this Agreement by the other party, if the other party's failure to comply is not cured within thirty (30) days of receipt of written notice thereof.
- (iii.) By either party at any time and on provision of written notice, if any of the other party's representations and warranties under this Agreement prove to be inaccurate in any material respects.
- (iv.) By either party at any time and on provision of written notice, if the other party is convicted of any crime or offense, or is guilty of serious misconduct in connection with performance under this Agreement.

Upon termination by City pursuant to this Section 4(B), the City shall promptly refund all prepaid Sponsorship Fee(s), prorated to the effective date of such termination.

**5. RESPONSIBILITIES.**

(A) Of the City. The City agrees to do each of the following:

- (i) Provide the Sponsor with the Sponsorship Rights detailed in this Agreement and Exhibit A to this Agreement.
- (ii) Organize, produce, and supervise events in a workmanlike manner, in accordance with applicable laws, and with professional diligence and skill, using fully-trained, skilled, competent, and experienced personnel.
- (iii) Make all arrangements for the use of the venue, including securing any necessary permits, coordinating parking and/or transportation, supplying equipment, and contracting with vendors and other service providers.
- (iv) Deliver the Property Trademarks (as defined in Section 7(B) below) to the Sponsor within thirty (30) days of the Effective Date, and within thirty (30) days of any subsequent revision of the Property Trademarks.
- (v) Provide adequate professional security for the Events and take reasonable steps to ensure the safety of all workers, volunteers, and persons attending the Events.
- (vi) Use best efforts to obtain appropriate media coverage of the Property.
- (vii) Use best efforts to promote the Property and maximize attendance.

(viii) Provide a written report each calendar year summarizing the Events and other activity at the Property in the preceding calendar year, including (to the extent known) Event attendance, dates and placement history for Sponsor advertisements played, as well as a summary of promotional efforts related to the Property.

(B) Of the Sponsor. The Sponsor agrees to do each of the following:

- (i) Provide all assistance and cooperation to the City that is necessary in connection with the Sponsorship Rights.
- (ii) Deliver the Sponsor Trademarks (as defined in Section 7(A) below) to the City within thirty (30) days of the Effective Date.

## 6. PARTIES' REPRESENTATIONS AND WARRANTIES.

(A) The Parties each represent and warrant as follows:

- (i) Each party has full power, authority, and right to perform its obligations under the Agreement.
- (ii) This Agreement is a legal, valid, and binding obligation of each party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
- (iii) Entering into this Agreement will not violate the charter or bylaws of either party or any material contract to which that party is obligated.

(B) The City hereby represents and warrants as follows:

- (i) The Property shall be operated in accordance with and shall not violate any applicable laws, rules, or regulations, and the City shall obtain all permissions required to comply with such laws, rules, or regulations.
- (ii) The City shall notify the Sponsor of any changes or circumstances that would materially impact the Property or the exercise of Sponsorship Rights at least ninety (90) days before implementing such changes, or as soon as reasonably possible, if any such changes or circumstances are not capable of 90-day notice.
- (iii) The obligations required by this Agreement shall be performed by the City the City's staff or such operational or management resources the City may engage as provided by Section 15., and the Sponsor will not be required to hire, supervise, or pay any individual or entity to help or to enable the City perform such obligations. Sponsor will have no obligations as an operator, employer, manager or other decision-maker with respect to the Property, and neither the City nor its employees nor any contractors will be entitled to receive any benefits which employees of Sponsor are entitled to receive, nor will the City, its employees or any contractors be entitled to receive from or through Sponsor workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, other benefits or Social

Security on account of this Agreement. City specifically assumes responsibility to determine its workers' eligibility for coverage under the Patient Protection and Affordable Care Act.

- (C) The Sponsor hereby represents and warrants as follows:
- (i) The Sponsor will make timely payments of the Sponsorship Fee to the City under this Agreement and as detailed in Exhibit A hereto.
  - (ii) The Sponsor shall provide such other assistance to the City as the Sponsor deems reasonable and appropriate.

## 7. TRADEMARKS.

(A) Sponsor Trademarks.

- (i) License. The Sponsor hereby grants the City a non-exclusive limited license to use, display, and reproduce its logos, trademarks, service marks, and trade names (each, a "**Sponsor Trademark**" and collectively, the "**Sponsor Trademarks**") strictly in connection with the promotion and advertisement of the Property and any listing of the sponsors of the Property during the Term and any Renewal Term(s). The City agrees to obtain the prior consent of the Sponsor before each use, display, or reproduction of the Sponsor Trademarks.
- (ii) Ownership. All Sponsor Trademarks provided, leased, or licensed to the City in connection with the Property are the Sponsor's sole property, and the City has no ownership or other intellectual property rights in or to such items, except for the limited license granted in Section 7 (A) (i).
- (iii) No Infringement. The Sponsor represents and warrants to the City and unconditionally guarantees that all of the Sponsor Trademarks are owned by the Sponsor or that the Sponsor has permission from the rightful owner to use each of these elements.

(B) Property Trademarks.

- (i) License. The City hereby grants the Sponsor a non-exclusive limited license to use, display, and reproduce the logos, trademarks, service marks, and trade names, associated with the Property (each a "Property Trademark" and collectively, the "**Property Trademarks**") only in connection with the promotion and advertisement of the Sponsor's products and services during the Term and any Renewal Term. The Sponsor agrees to obtain the consent of the City before each use, display, and reproduction of the Property Trademarks.
- (ii) Ownership. All Property Trademarks provided, leased, or licensed to the Sponsor in connection with Events are the City's sole property, and the Sponsor has no ownership or other intellectual property rights in or to such items, except for the limited license granted in Section 7 (B) (i).
- (iii) No Infringement. The City represents and warrants to the Sponsor and unconditionally guarantees that all of the Property Trademarks are owned

by the City or that the City has permission from the rightful owner to use (and to permit Sponsor to use) each of these elements as provided by this Agreement.

## **8. EVENT MERCHANDISE.**

Sponsor-Created Merchandise. During the Term and any Renewal Term and subject to the approval of the City, which shall not be unreasonably withheld, the Sponsor shall have the right to create, manufacture or cause to be manufactured, and sell or give away merchandise associated with the Property and containing the Sponsor's Trademarks in connection with the promotion of the Sponsor's products and services. All merchandise caused to be manufactured for sale or to be given away by the Sponsor in association with the Property will be of high quality, reasonably free from product defects and suitable for its intended purpose.

## **9. INDEMNIFICATION.**

- (A) Of Sponsor by City. Subject to limits applicable under Minnesota law, the City shall indemnify, defend and hold harmless the Sponsor and its officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, (collectively, the "**Claims**") that any of them may suffer from or incur and that arise from or result primarily from (i) any inaccuracy of any representation or warranty made by the City under this Agreement, or (ii) the City's breach of any of its obligations, agreements, or duties under this Agreement, or (iii) Claims for bodily injury, death, or property damage or loss, but in each case only in proportion to and to the extent such Claims arise out of or are caused by the negligent or intentional acts or omissions of the City and/or the City's officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns.
- (B) Of City by Sponsor. Subject to limits applicable under Minnesota law, the Sponsor shall indemnify, defend and hold harmless the City and its officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any Claims that any of them may suffer from or incur and that arise from or result primarily from any inaccuracy of any representation or warranty made by the Sponsor under this Agreement or the Sponsor's breach of any of its obligations, agreements, or duties under this Agreement.

## **10. INSURANCE.**

Each Party shall maintain, at its own expense, insurance coverage required in the reasonable amounts and types for each party's operations with respect to the Property.

## **11. FORCE MAJUERE**

Neither party will be liable for any failure of or delay in the performance of its obligations under this Agreement for the period that such failure or delay is due to causes

beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes or labor disputes, embargoes, government orders or any other force majeure event. The party whose performance is so affected shall give prompt notice to the other party, and shall undertake reasonable effort to resume performance.

Notwithstanding the foregoing paragraph of Section 11, in the event that the City does not provide the Sponsorship Rights in whole or in part due to a force majeure event, the City shall provide, subject to Sponsor's approval, replacement or alternative Sponsorship Rights as are reasonably equivalent and appropriate substitutions for the benefits not provided.

## **12. CONFIDENTIALITY.**

Each party agrees, during the Term, and any Renewal Term, and for a period of five (5) years thereafter, to hold in strictest confidence and not to disclose to any person, firm, or corporation without the prior written consent of the other party, any of the terms or conditions of this Agreement (and except for the exercise of the Sponsorship Rights), subject to the Minnesota Government Data Practices Act and other approval laws.

## **13. NATURE OF RELATIONSHIP; NO THIRD PARTY BENEFICIARIES.**

The Parties agree that they are independent contractors of one another, and nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either party to act as the agent of the other. Nothing in this Agreement shall create any obligation between either party and a third party. Nothing in this Agreement will be construed as an endorsement, recommendation or warranty (except as specifically set forth in Sections 6 and 7) by a party of any products or services offered or provided generally by the other party, and neither party will make statements to that effect or otherwise imply the existence of any such endorsement, recommendation or warranty.

## **14. AMENDMENTS.**

No amendment, change, or modification of this Agreement will be valid unless in writing, identified as an amendment and signed by both Parties.

## **15. ASSIGNMENT.**

Neither party may, without the prior written consent of the other party, assign, subcontract, or delegate its obligations under this Agreement, except that the Sponsor may assign this Agreement to a purchaser of all or substantially all of the Sponsor's assets or to a Sponsor affiliate, provided that the Sponsor guarantees the performance of and causes the assignee to assume all obligations of the Sponsor under this Agreement. City may assign the operational and management duties of the Property to a third party provider in whole or in part, subject to the terms and conditions of this Sponsorship Agreement.

## **16. SUCCESSORS AND ASSIGNS.**

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

**17. NO IMPLIED WAIVER.**

The failure of either party to insist on strict performance of any obligation, or to exercise any right, under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such party's right to demand strict compliance of the same or any other obligation or to exercise any right in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

**18. NOTICE.**

Any notice or other communication provided for herein or given hereunder to a party shall be in writing and shall be given in person, by overnight courier, or by United States mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties as follows:

If to the Sponsor:

Bremer Bank, National Association  
Attn: Chad Drake  
208 E. College Dr.  
Marshall, MN 56258

If to the City:

City of Marshall  
ATTN: Sharon Hanson, City Administrator  
344 W. Main St.  
Marshall, MN 56258

**19. GOVERNING LAW.**

This Agreement shall be governed by the laws of the State of Minnesota, without regard to its conflicts of laws principles.

**20. COUNTERPARTS/ELECTRONIC SIGNATURES.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

**21. SEVERABILITY.**

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**22. ENTIRE AGREEMENT.**

This Agreement, together with the Exhibits hereto, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

**23. HEADINGS.**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**SPONSOR**

BREMER BANK, National Association

By: Chad Drake  
Name: Chad Drake  
Title: Market President

**CITY**

CITY OF MARSHALL

By: \_\_\_\_\_  
Name: Robert J. Byrnes  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
Name: Kyle Box  
Title: City Clerk



**EXHIBIT A**  
**SPONSORSHIP RIGHTS, FEE, REBATE OF FEE, AND INSURANCE**

**1. SPONSORSHIP RIGHTS.**

In exchange for the Sponsorship Fee, as defined in Section **Error! Reference source not found.** below, the Sponsor will receive the following rights and benefits in connection with the Property (collectively, the “**Sponsorship Rights**”):

- (A) Signage and branding. The Sponsor will receive the right to:
- 1) Videoboard Sponsorship. The 13’ 8” x 25’ videoboard located in the main arena , and all other display screens configured for simultaneous broadcast of the main videoboard content, will feature video spots at City-run Events. Ten and thirty-second advertisement will be included for Sponsor, and played at such times during the Events as to maximize exposure to attendees.
  - 2) Dasher Board. Sponsor shall receive one (1) dasher board sign in the main arena and one (1) dasher board sign in rink 2. Dasher board signage to be developed pursuant to logo provided by Sponsor, and will be positioned at such prominent locations in the rinks as the Parties may agree.
  - 3) In-Ice Logo. Sponsor shall receive one in-ice logo in the main arena, with size and location on the ice as the Parties may agree. Logo is to be provided by Sponsor.
  - 4) Signage. Sponsor retains priority signage located within the facility upon entrance of the Main Rink

Generally, the City shall make reasonable effort to ensure that Sponsor’s logo is not placed next to the name, logo or signage of any other financial institution (e.g., bank, credit union, savings and loan), insurance agent or carrier, or financial services firm (each a “**Competitor**”), unless Sponsor specifically approves in advance. Additionally, the City will make reasonable effort to ensure that Sponsor ads will not be run immediately before or after the ad of any Competitor.

Sponsor may refer to itself in media campaigns, including written, audio or visual materials, as "Official Sponsor" or "Founding Sponsor" of the Red Baron™ Arena & Expo, or such other designations as the Parties may agree from time to time.

**2. SPONSORSHIP FEE.**

In exchange for the Sponsorship Rights as defined herein, the Sponsor agrees to pay the City the amount of Two Thousand and no/100 Dollars (\$2,000.00) (the "Sponsorship Fee") as follows:

- (A) Sponsorship Funding. Sponsor shall pay the sum of \$2,000.00 for this exclusive sponsorship agreement. Payment to be made to City of Marshall prior to December 15th of 2022.

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, March 22, 2022
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of the 2022-23 annual Refuse Haulers Licenses.
<b>Background Information:</b>	Annual Refuse Haulers licenses will expire on March 31, 2022. The applications for a Refuse Haulers license are from the following:  Southwest Sanitation West Central Sanitation Waste Management
<b>Fiscal Impact:</b>	\$160 per license
<b>Alternative/ Variations:</b>	None Recommended
<b>Recommendations:</b>	To approve the 2022-23 Refuse Haulers Licenses

Sec. 50-24. - Hauler's license required.

It is unlawful for any person to haul garbage, other refuse, or recyclable materials for hire without a license therefor from the city, or to haul garbage or other refuse from his own residence or business property other than as excepted in this article. Such licenses shall expire on March 31 of each year. The annual fee for a garbage and refuse hauler's license shall be established by resolution of the city council.

(Code 1976, § 6.31(2), (3); Ord. No. 554 2nd series, 7-5-2006)

**Cross reference**— Business licenses, § 22-21 et seq.

**State Law reference**— Licensing of solid waste collection, Minn. Stat. § 115A.93.

Sec. 50-25. - Licensee requirements.

- (a) Hauler licenses shall be granted only upon the condition that the licensee have tight packer-type vehicles for garbage and other refuse and vehicles with leakproof bodies for recyclable materials in good condition to prevent loss in transit of liquid or solid cargo; that the vehicle be kept clean and as free from offensive odors as possible and not allowed to stand in any street longer than reasonably necessary to collect garbage, refuse, or recyclable materials; and that the vehicle is dumped or unloaded only at the designated sanitary landfill, or recycling center and strictly in accordance with regulations relating thereto.
- (b) Every vehicle used to collect garbage, refuse, or recyclable shall have the name of the owner or operator and the city license number under which it is being operated on the body of the vehicle, or on a durable metal or wood plaque which shall be fastened to the body, at all times when the vehicle is used for collecting garbage, refuse, or recyclable.
- (c) All licensed haulers shall provide to the city at the city's request, a list of all names and addresses of all their customers within the city.
- (d) All licensed haulers must have a license to haul garbage within the county.

(Code 1976, § 6.31(5); Ord. No. 554 2nd series, 7-5-2006; Ord. No. 723 2nd Series, § 1, 8-8-2017)

<b>Meeting Date:</b>	Tuesday, March 22, 2022
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Wastewater Treatment Facilities Improvement Project – Consider Payment of Invoice 0285412 to Bolton & Menk, Inc.
<b>Background Information:</b>	<p>Attached are the following for the above-referenced project:</p> <ol style="list-style-type: none"> <li>1) Invoice 0285412 to Bolton &amp; Menk, Inc., of Mankato, Minnesota, in the amount of \$495.00</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>	that the Council authorize payment of Invoice 0285412 to Bolton & Menk, Inc., of Mankato, Minnesota, in the amount of \$495.00.



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

February 28, 2022  
 Project No: T22.115360  
 Invoice No: 0285412  
 Client Account: MARS

**Marshall/WWTF Improvements**

Marshall WWTF Improvement

Professional Services per Agreement from January 8, 2022 through February 4, 2022:

Construction Services (004)

**Professional Services**

	Hours	Amount
Word Processing/Data Entry		
Administrative	.50	57.50
Contract Admin/Construction Engineering		
Design Engineer	2.00	370.00
Grant/Funding Application		
Specialist	.50	67.50
<b>Totals</b>	<b>3.00</b>	<b>495.00</b>
<b>Total Labor</b>		<b>495.00</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	495.00	713,092.23	713,587.23
Limit			900,000.00
Remaining			186,412.77

**Total this Task \$495.00**

**Total this Invoice \$495.00**

VENDOR # 0724  
 INVOICE # 0285412  
 \$ AMOUNT 495.00  
 DATE 3-10-22  
 ACCT & PROJ # 602-49500-55120  
 DESCRIPTION WWTF Improvements  
 SIGNATURE [Signature] W13



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, March 22, 2022
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval of a Permit for Alcoholic Beverages At City-Owned Facilities
<b>Background Information:</b>	The City Council is being asked to approve a permit for Marshall Radio and Brau Brothers to serve beer at the Red Baron Arena and Expo during the Marshall Home Show March 26 – 27, 2022.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	None Recommended
<b>Recommendations:</b>	To the Permit for Alcoholic Beverages At City-Owned Facilities for the Marshall Home Show pending all requirements have been met.



# MARSHALL

CULTIVATING THE BEST IN US

## Application Alcoholic Beverages at City-Owned Facilities and Parks License: \$30/Day

(All information requested is required.)

Name of Applicant/ Organization: Aaron Ziemer/Marshall Radio

DBA Name (if different): \_\_\_\_\_

Address: 1414 E College Drive

City/State/Zip: Marshall, MN 56258

Phone Number: (507) 532-2282 Email Address: aaronz@marshallradio.net

Description of Event: Marshall Home Show

Estimated Attendance: 2,500 Dates/Time of Event: Mar 26-27

On-Sale Intoxicating Liquor License Holder: Brau Brothers

Address: 1010 E. Southview Drive

City/State/Zip: Marshall, MN 56258

Phone Number: (507) 929-2337 Email Address: mary@braubeer.com

### Required Submittals:

- A Certificate of Liability Insurance
- A Certificate of Compliance Minnesota Workers' Compensation Law form.
- A Completed Form SP:C1
- A Copy of the On-Sale Intoxicating Liquor License Issued by the City of Marshall
- A Consent of the Release of Information

I hereby submit this application for Alcoholic Beverages at City-Owned Facilities and Parks in accordance with the provisions stated in the ordinances of the City of Marshall.

  
Signature of Applicant

Aaron Ziemer  
Name (printed)

3/16/22  
Date

FEE PAID <input checked="" type="checkbox"/>	PERMIT	APPROVAL	Initials	Date
AMOUNT <u>\$60</u>	DATE <u>3/17/22</u>			
RECEIPT NO. _____				
CERT OF INS. REC'D <input checked="" type="checkbox"/>		CITY CLERK	<u>KB</u>	<u>3/17/22</u>

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, February 22, 2022
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of amendments to the Personnel Policy Manual
<b>Background Information:</b>	<p>Attached for your review and consideration is a redlined (amendments are shown with double-underlining or strikeouts) copy of Chapter 4 of the Personnel Policy Manual.</p> <p>The Council Personnel Committee met on February 23, 2022, and unanimously recommended approval of the amendments.</p> <p>Chapter 4 of the Personnel Policies deal with several topics related to the Classification and Compensation study report that the Council accepted at the February 22, 2022 meeting. Both technical and new language revisions are recommended.</p> <p>4.1 Technical amendments are being recommended. The City now utilizes the Decision Band Method of job evaluation, the new language removes the former Hay pointing detail and inserts the new detail. Additionally, the word “salary” is amended to “compensation” to alleviate employee confusion related to pay on a salary or hourly basis.</p> <p>4.2 All full-time employees who were grandfathered in on the fire department have now retired or resigned from the fire department; therefore this sentence is no longer needed.</p> <p>4.4 Technical amendments are being recommended. The word “salary” is amended throughout this section and replaced with more appropriate language.</p> <p>4.5 Staff recommend new language that requires an extension of the probationary period when an employee has received approval for a leave of absence during the probationary period. Staff also recommend language that employees in their probationary periods do not have grievance rights over discipline or dismissal decisions (this language is already included in the union contracts). Staff also recommend new language, as recommended by the League of Minnesota Cities policy template, that provides that employees do not have a vested interest or property right to continued City employment following completion of the probationary period.</p> <p>4.6 The first sentence states that employees are eligible for step increases upon receipt of a satisfactory performance evaluation. In cases of substandard performance, and depending on the performance issue to be resolved, the employee is typically placed on a performance improvement plan and given a designated amount of time to achieve a satisfactory performance level. The recommended language clarifies that employees are not eligible for a retroactive step increase in cases of substandard performance. If appropriate and approved by the Director and City Administrator, an employee may become eligible for a step increase upon achieving a satisfactory performance level.</p> <p>4.7 Technical changes recommended. The amendments recommended do not reflect a process change.</p>



	<p>Staff will continue to review the remaining chapters of the policy manual for legal compliance and other necessary technical changes. Future Personnel Committee meetings will be scheduled as these are completed and recommendations will be brought to the full Council for consideration.</p> <p>If approved by the City Council, staff would proceed with updating the cover page (date of revision) and table of contents (date of revision).</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	None recommended. If the Council recommends further changes, the item may be referred back to the Personnel Committee for discussion.
<b>Recommendations:</b>	To approve amendments to the Personnel Policy Manual.

## Chapter 4: **EMPLOYEE JOB CLASSIFICATION SYSTEM** **AND EMPLOYEE PERFORMANCE REVIEWS**

### 4.1 **JOB CLASSIFICATION / JOB EVALUATION SYSTEM**

The City employs a job classification and evaluation system to maintain internal equity and external competitiveness with the market. The job evaluation system used by the City is called *The Hay-Group Guide-Chart-Profile Decision Band Method® (DBM)*. This method of job evaluation provides a consistent and objective framework for determining the relative importance and value of different jobs as well as the critical relationships between them. This method provides for the evaluation of a jobs based on its level of responsibility and decision-making requirements. across three dimensions: know-how, problem-solving, and accountability. Where appropriate, a job may also be evaluated in terms of a fourth dimension called special conditions; where hazards, unpleasant environments, particular physical demands, or intense sensory attention are a significant element of the job.

All full-time, ¾-time, and part-time positions will be reviewed as necessary by the City Administrator for the proper level of job evaluation and classification. Salary Compensation adjustments may be warranted as a result of job re-evaluations. As necessary, the City Administrator will recommend appropriate salary compensation or classification changes to the City Council Personnel Committee. If a budget adjustment is required, the City Council will be requested to make such adjustments.

### 4.2 **EMPLOYEE CLASSIFICATIONS**

Full-time Employee: Employees who are scheduled to work forty (40) or more hours per week (2080 annually), year-round in an ongoing position. Licensed officers of the Police Department are required to serve a one-year training and assessment period by Civil Service Regulation. Minnesota law prohibits a mayor or council member from being employed by the City.

¾-time Employee: Employees who are scheduled between thirty (30) and thirty-nine (39) hours per week (at least 1560 hours annually), year-round in an ongoing position.

Part-time Employee: Employees who are scheduled to work less than thirty (30) hours per week, year-round in an ongoing position. City Council approval is required to schedule a part-time employee for an average of 30 hours per week or more during a 12-month period.

Paid-On-Call Employee: Employees who work an uncertain schedule, usually on an irregular or on-call basis. Paid-on-call employees are paid for approved and/or assigned activities. The City Administrator, Division Directors, and non-exempt City of Marshall employees are not eligible for appointment to paid-on-call job classifications. Paid-on-call employees are not eligible for appointment to non-exempt job classifications. Full-time City employees who are also Marshall Fire Department members as of January 1, 2012 will be grandfathered in.

Temporary / Seasonal Employee: Employees who work full-time or part-time on a temporary or seasonal basis. Temporary jobs may have a defined start and end date or may be for the duration of a specific project.

Internship: a person, usually a student or recent graduate, participating in a program of temporary supervised work in a particular field in order to gain practical experience.

### 4.3 **JOB DESCRIPTIONS**

The City will maintain job descriptions for each position. Each job description will include: position title, department, supervisor's title, FLSA status (exempt or nonexempt), primary objective of the position, essential functions of the position, examples of performance criteria, minimum requirements, desirable training and experience, supervisory responsibilities (if any), and extent of supervisory direction or guidance provided to position. Good attendance is an essential function of all City positions.

New positions will be developed as needed but must be approved by the City Council prior to the position being filled. Assignment of job titles, establishment of minimum qualifications, and the maintenance of job descriptions and related records is the responsibility of the City Administrator.



Prior to posting a vacant position, the existing job description is reviewed by the City Administrator or designee and the hiring supervisor to ensure that the job description is an accurate reflection of the position and that the stated job qualifications do not present artificial barriers to employment.

A current job description will be provided to each new employee. Supervisors are responsible for revising job descriptions as necessary to ensure that the position's duties and responsibilities are accurately reflected. All revisions are reviewed and must be approved by the City Administrator.

#### 4.4 WAGE SCHEDULE

The City employs a uniform and equitable pay and classification system. The City's wage schedule follows a step-based compensation system; **that is, a standard progression of pay rates within an established pay range for a given job.** ~~a six (6) step wage progression of rates establishing a pay range for each job.~~ Full-time employees may progress from step to step on the basis of performance with each year of service **in the position**, up to the maximum rate of pay ~~(Step 6).~~  $\frac{3}{4}$ -time and part-time employees will incur each step increase after 2080 hours worked and a satisfactory performance evaluation by his/her supervisor. No employee will be paid less than the minimum **pay rate salary (Step 1)** in the pay range for his/her position.

The City's wage schedule is developed by utilizing the market average maximum wages as the basis, **balancing internal equity and external competitiveness within the market.** The market average maximum wages are determined through appropriate market surveys of **salary-pay rates** for comparable positions. This review will take place approximately every five (5) years. ~~Salary-Market~~ surveys and reviews will not necessarily result in an increase in an employee's rate of pay or pay range.

The City Council will review the wage schedule for all City classifications prior to the conclusion of each fiscal year and at any other times that may be necessary. Any adjustments will be applied to the wage schedule as adopted by Council. Adjustments are negotiated for those employees represented by a collective bargaining agreement.

#### 4.5 PROBATIONARY AND TRAINING PERIOD

The probationary period is an integral part of the selection process and will be used for the purpose of observing the employee's work and for training the employee in work expectations. Probationary periods apply to new hires, transfers, promotions and rehires and are normally six (6) months in duration; with an extension of up to a total of one (1) year as per written evaluation by the Supervisor or Division Director. Licensed peace officers shall serve a one-year probationary period upon initial appointment. Licensed peace officers who are promoted, reassigned, or transferred to shall complete a six-month probationary period. A **satisfactory** written performance review must be completed by the Supervisor or Division Director ~~prior to permanent~~ **conclude probationary** employment status. During the probationary period, informal performance meetings should occur frequently between the employee and the supervisor.

All leave benefits will accrue during the probationary period. If paid leave is granted during the probationary period and employment is voluntarily or involuntarily terminated prior to completion of the probationary period, any pro-rated paid leave must be reimbursed to the City or withheld from the employee's last pay check.

**If an emergency or medical condition arises during an employee's probationary period which requires a leave of absence, such time off, if granted, will not be considered as time worked, and the probationary period will be extended by the length of leave time taken.**

**An employee serving his/her initial probationary period may be disciplined at the sole discretion of the City, up to and including dismissal. An employee so disciplined, including dismissal, will not have any grievance rights.**

**Nothing in this policy handbook shall be construed to imply that after completion of the probationary period, an employee has any vested interest or property right to continued City employment.**

#### 4.6 EMPLOYEE PERFORMANCE REVIEWS



An objective performance review system has been established by the City Administrator or designee for the purpose of periodically evaluating the performance of City employees. All employees should be evaluated in writing upon their employment anniversary date and annually thereafter. Performance reviews will be discussed with and signed by the employee. Signing of the performance review document by the employee acknowledges that the review has been discussed with the supervisor and does not necessarily constitute agreement. Employees do not have the right to change or grieve their performance review, but may submit a written response which will be attached to the performance review. Failure to sign the document by the employee will not delay processing. The signed review form and a written response, where applicable, will be retained as part of the employee's personnel file.

Employees may be eligible for a step increase upon receipt of a satisfactory job performance evaluation by their Supervisor or Division Director, up to the maximum rate of pay (~~Step 6~~) permitted for the job classification. **Step increases** If there is an adjustment to the employee's salary it will be retroactive to the employee's date of eligibility, **except in cases of substandard performance.** ~~Performance reviews will not necessarily result in salary pay adjustments.~~

Step ~~adjustments~~ **increases** for the City Administrator must be approved by the City Council.

#### **4.7 PROMOTIONS**

Employees who are promoted may receive a ~~salary~~ **pay rate** adjustment at the time of promotion if recommended by the Supervisor and/or Division Director, and if approved by the City Administrator. The City Council will be notified of employee promotions. All employees promoted will be subject to a minimum probationary period of six months; which may be extended up to a total of one year, for job-related duties only. The promotional date shall become the new ~~employee~~ anniversary date for the purposes of **the promoted** employee's performance reviews **and step increases, if eligible** ~~only.~~

#### **4.8 RESIGNATIONS / SEPARATION FROM EMPLOYMENT**

An employee who wishes to resign or retire from City service in good standing shall give the Supervisor at least fourteen (14) calendar days' notice prior to resignation or retirement. Exempt employees must provide thirty (30) calendar days' notice. Such notice must be in writing and shall state the effective date of the resignation (i.e., last date of work). An employee who does not submit such a notice shall not be considered "in good standing." The Department Head may agree to a shorter period of notice in unusual circumstances. The last effective day of employment may not be a paid holiday; unless that day is a scheduled work day.

An employee who has resigned or retired in good standing is entitled to a payout of his/her accrued value of unused vacation leave, sick leave, and severance benefits per the City's policies (7.1 Sick Leave, 7.2 Vacation Leave, and 6.4 Severance Pay). The employee's personal time and floating holiday benefits are pro-rated upon termination.

An employee who is on unpaid leave status and does not return to work within the authorized leave period shall be considered terminated and "not in good standing". An employee who is absent from work for a period of three (3) consecutive working days, without notifying the Supervisor of the reasons for the absences and has not received permission to remain away from work, shall be deemed to have voluntarily resigned, but considered "not in good standing."

Employees that are involuntarily terminated will be considered "not in good standing."

Employees who leave City service "not in good standing" shall not be eligible for vacation, sick, or severance.



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, March 22, 2022
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval Resolution Authorizing Submission of DNR Outdoor Recreation Grant.
<b>Background Information:</b>	On March 8, 2022, Council approved a proposal for the City to prepare and submit a Minnesota DNR Outdoor Recreation Grant. This grant would provide financial assistance to provide inclusive play components at Independence Park. The Resolution is required as part of the grant application.
<b>Fiscal Impact:</b>	Project estimate is \$60,000. City match would be 50% of the project costs.
<b>Alternative/ Variations:</b>	N/A
<b>Recommendations:</b>	Approval of the Resolution as presented.

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**Resolution No. 22-042**

**A Resolution Authorizing Submission of DNR Outdoor Recreation Grant**

BE IT RESOLVED that City of Marshall act as legal sponsor for the project contained in the Outdoor Recreation Grant application to be submitted on 31st of March 2022 and that Widseth is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of City of Marshall.

BE IT FURTHER RESOLVED that the applicant has read the Conflict of Interest Policy contained in the Outdoor Recreation Grant Program Manual and, upon discovery, certifies it will report to the State any actual, potential, or perceived individual or organizational conflicts of interest to the application or grant award.

BE IT FURTHER RESOLVED that City of Marshall has the legal authority to apply for financial assistance, and it has the financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that City of Marshall has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that City of Marshall has or will acquire fee title or permanent easement over the land described in the site plan included in the application.

BE IT FURTHER RESOLVED that, upon approval of its application by the State, City of Marshall may enter into an agreement with the State for the above-referenced project, and that City of Marshall certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE BE IT RESOLVED that MAYOR ROBERT BYRNES is hereby authorized to execute such agreements as necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of the City of Marshall on 22nd of MARCH 2022.

SIGNED:

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

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

WITNESSED:

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

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, March 22, 2022
<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: 03/11/2022 - 03/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP-REG AP</b>						
4549	A & B BUSINESS, INC	03/16/2022	EFT	0.00	480.49	9190
4549	A & B BUSINESS, INC	03/18/2022	EFT	0.00	2,174.37	9199
4739	ABOVE THE FOLD PUBLISHING, LLC	03/15/2022	Regular	0.00	61.00	120895
5813	ACE HOME & HARDWARE	03/11/2022	EFT	0.00	133.50	9102
5813	ACE HOME & HARDWARE	03/18/2022	EFT	0.00	210.95	9200
6128	ACTION CO LLC	03/11/2022	EFT	0.00	745.00	9103
6128	ACTION CO LLC	03/18/2022	EFT	0.00	1,260.00	9201
0578	AMAZON CAPITAL SERVICES	03/11/2022	EFT	0.00	27.14	9104
0578	AMAZON CAPITAL SERVICES	03/18/2022	EFT	0.00	446.33	9202
4570	AMAZON	03/15/2022	Regular	0.00	1,032.36	120896
3761	AMERICAN BOTTLING CO.	03/11/2022	Regular	0.00	188.88	120865
5837	ANDERSON, JASON	03/11/2022	EFT	0.00	80.00	9105
0658	AP DESIGN	03/11/2022	EFT	0.00	699.52	9106
0658	AP DESIGN	03/18/2022	EFT	0.00	39.95	9203
0629	ARNOLD MOTOR SUPPLY	03/11/2022	Regular	0.00	18.61	120866
5447	ARTISAN BEER COMPANY	03/11/2022	EFT	0.00	969.90	9107
5447	ARTISAN BEER COMPANY	03/18/2022	EFT	0.00	621.05	9204
6883	AT&T MOBILITY II LLC	03/18/2022	Regular	0.00	38.23	120910
0648	AUTOMATIC SYSTEMS CO.	03/11/2022	Regular	0.00	26,556.00	120867
5702	B & H PHOTO & ELECTRONICS CORP	03/18/2022	EFT	0.00	7,615.47	9205
5327	BAUMANN, ADAM	03/11/2022	EFT	0.00	30.00	9108
0688	BELLBOY CORPORATION	03/18/2022	EFT	0.00	3,650.12	9206
0691	BERG-JOHNSON, ASSOCIATES INC.	03/18/2022	Regular	0.00	1,208.38	120911
0699	BEVERAGE WHOLESALERS	03/11/2022	Regular	0.00	29,505.11	120868
0699	BEVERAGE WHOLESALERS	03/18/2022	Regular	0.00	27,631.72	120912
0707	BISBEE PLUMBING AND HEATING INC	03/11/2022	Regular	0.00	406.82	120869
0724	BOLTON & MENK INC	03/18/2022	EFT	0.00	2,345.50	9207
0018	BORDER STATES ELECTRIC SUPPLY	03/11/2022	EFT	0.00	493.14	9109
0018	BORDER STATES ELECTRIC SUPPLY	03/18/2022	EFT	0.00	27.10	9208
6439	BOTHUN, BRIAN	03/18/2022	EFT	0.00	9,248.40	9209
6231	BOX, KYLE	03/11/2022	EFT	0.00	30.00	9110
4457	BREAKTHRU BEVERAGE	03/11/2022	Regular	0.00	2,754.00	120870
4457	BREAKTHRU BEVERAGE	03/18/2022	Regular	0.00	2,082.73	120913
6539	BREMER BANK CC	03/15/2022	Regular	0.00	654.88	120899
5070	BRODART CO	03/15/2022	Regular	0.00	2,161.13	120901
3568	BRUNSVOLD, QUENTIN	03/11/2022	EFT	0.00	30.00	9111
0378	BUYSE, JASON	03/11/2022	EFT	0.00	30.00	9112
0379	BYRNES, ROBERT J	03/11/2022	Regular	0.00	311.99	120872
0380	CALLENS, DAVID	03/11/2022	EFT	0.00	30.00	9113
6791	CAPITAL ONE	03/11/2022	Regular	0.00	39.96	120873
6791	CAPITAL ONE	03/11/2022	Regular	0.00	288.64	120874
6791	CAPITAL ONE	03/15/2022	Regular	0.00	20.24	120902
6791	CAPITAL ONE	03/18/2022	Regular	0.00	60.92	120915
0799	CARLOS CREEK WINERY	03/18/2022	Regular	0.00	486.00	120916
0802	CARLSON & STEWART REFRIG INC	03/11/2022	EFT	0.00	165.07	9114
0815	CATTOOR OIL COMPANY INC	03/11/2022	EFT	0.00	1,088.50	9115
0815	CATTOOR OIL COMPANY INC	03/18/2022	EFT	0.00	2,945.72	9210
0818	CAUWELS, ROGER	03/11/2022	EFT	0.00	30.00	9116
5351	CENGAGE LEARNING	03/16/2022	EFT	0.00	38.92	9191
0836	CHARTER COMMUNICATIONS	03/18/2022	EFT	0.00	23.98	9211
0853	CLAREYS SAFETY EQUIPMENT INC	03/11/2022	EFT	0.00	6,661.06	9117
5733	CLARITY TELECOM, LLC	03/16/2022	EFT	0.00	459.06	9192
5733	CLARITY TELECOM, LLC	03/18/2022	EFT	0.00	3,178.10	9212
0875	COMPUTER MAN INC	03/11/2022	EFT	0.00	2,354.75	9118



Council Check Report

Date Range: 03/11/2022 - 03/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0384	COUDRON, DEAN	03/11/2022	EFT	0.00	30.00	9119
0920	CULLIGAN WATER CONDITIONING OF MARSHALL	03/11/2022	Regular	0.00	77.00	120875
0934	D & G EXCAVATING INC	03/11/2022	EFT	0.00	1,020.00	9120
3819	DACOTAH PAPER CO	03/11/2022	EFT	0.00	400.61	9121
6537	DEHN, JESSIE	03/11/2022	EFT	0.00	70.00	9122
6472	DEUTZ, LAUREN	03/11/2022	EFT	0.00	80.00	9123
5731	DOLL DISTRIBUTING	03/11/2022	EFT	0.00	15,189.20	9124
5731	DOLL DISTRIBUTING	03/18/2022	EFT	0.00	12,979.86	9213
5917	EQUIPMENT BLADES INC	03/11/2022	Regular	0.00	3,102.54	120876
1090	FASTENAL COMPANY	03/11/2022	EFT	0.00	73.80	9125
1090	FASTENAL COMPANY	03/18/2022	EFT	0.00	67.96	9214
1126	FLEXIBLE PIPE TOOL COMPANY	03/11/2022	EFT	0.00	3,177.70	9126
1158	GALLS INC	03/11/2022	EFT	0.00	225.44	9127
6478	GOPHER STATE ONE CALL	03/11/2022	EFT	0.00	40.50	9128
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	03/18/2022	Regular	0.00	1,101.42	120917
6269	HANSON, SHARON	03/11/2022	EFT	0.00	254.19	9129
1256	HAWKINS INC	03/11/2022	EFT	0.00	7,097.04	9130
1256	HAWKINS INC	03/18/2022	EFT	0.00	7,100.25	9215
6483	HEARTLAND SECURITY	03/15/2022	Regular	0.00	646.80	120903
1271	HENLE PRINTING COMPANY	03/11/2022	EFT	0.00	408.00	9131
1271	HENLE PRINTING COMPANY	03/16/2022	EFT	0.00	22.17	9193
6953	HISKEN, LESLIE	03/11/2022	Regular	0.00	335.00	120877
5515	HOFFMANN, RYAN	03/11/2022	EFT	0.00	30.00	9132
1280	HP INC	03/15/2022	Regular	0.00	3,459.24	120904
1311	HYVEE FOOD STORES INC	03/15/2022	Regular	0.00	6.99	120905
1311	HYVEE FOOD STORES INC	03/18/2022	Regular	0.00	837.52	120918
1325	ICMA RETIREMENT TRUST #300877	03/18/2022	Regular	0.00	50.00	120919
6705	IDEXX DISTRIBUTION INC	03/11/2022	EFT	0.00	919.73	9133
4552	INGRAM LIBRARY SERVICES	03/16/2022	EFT	0.00	3,404.61	9194
1399	JOHNSON BROTHERS LIQUOR COMPANY	03/11/2022	EFT	0.00	7,735.95	9134
1399	JOHNSON BROTHERS LIQUOR COMPANY	03/18/2022	EFT	0.00	9,406.53	9216
5095	KIBBLE EQUIPMENT	03/11/2022	EFT	0.00	130.69	9135
0450	KOPITSKI, JASON	03/11/2022	EFT	0.00	30.00	9136
5377	KRUK, CHRISTOPHER	03/11/2022	EFT	0.00	30.00	9137
4140	KRUSE FORD-LINCOLN-MERCURY, INC	03/18/2022	EFT	0.00	6.00	9217
5138	L & A SYSTEMS, LLC	03/11/2022	EFT	0.00	907.72	9138
3653	LANGUAGE LINE SERVICES	03/11/2022	EFT	0.00	222.88	9139
1483	LEAGUE OF MINNESOTA CITIES INS TRUST	03/18/2022	Regular	0.00	87,699.00	120920
6183	LEE, JERRED	03/11/2022	EFT	0.00	30.00	9140
1507	LOCHER BROTHERS INC	03/11/2022	EFT	0.00	1,151.90	9141
1508	LOCKWOOD MOTORS INC.	03/11/2022	Regular	0.00	72.54	120878
6072	LUND, CHELSEA	03/15/2022	Regular	0.00	70.00	120906
6323	LUTHER, ERIC	03/11/2022	EFT	0.00	30.00	9142
1531	LYON COUNTY AUDITOR-TREASURER	03/18/2022	EFT	0.00	556.23	9218
1545	LYON COUNTY HIGHWAY DEPARTMENT	03/11/2022	EFT	0.00	24,537.73	9143
1548	LYON COUNTY LANDFILL	03/11/2022	EFT	0.00	31.50	9145
1552	LYON COUNTY RECORDER	03/11/2022	EFT	0.00	70.15	9146
1555	LYON LINCOLN ELECTRIC COOPERATIVE INC	03/18/2022	Regular	0.00	40.00	120925
1604	MARSHALL AREA CHAMBER OF COMMERCE	03/11/2022	EFT	0.00	3,723.00	9147
1604	MARSHALL AREA CHAMBER OF COMMERCE	03/18/2022	EFT	0.00	1,060.00	9219
1616	MARSHALL CONVENTION & VISITORS BUREAU	03/11/2022	EFT	0.00	5,994.28	9148
1616	MARSHALL CONVENTION & VISITORS BUREAU	03/16/2022	EFT	0.00	10.00	9195
4660	MARSHALL FESTIVALS INC.	03/18/2022	EFT	0.00	10,000.00	9220
6961	MARSHALL GYMNASSTICS BOOSTERS	03/18/2022	Regular	0.00	1,000.00	120926
5320	MARSHALL HS SOFTBALL M CLUB	03/18/2022	Regular	0.00	240.00	120927
1623	MARSHALL INDEPENDENT, INC	03/11/2022	Regular	0.00	1,238.91	120879
1623	MARSHALL INDEPENDENT, INC	03/18/2022	Regular	0.00	289.00	120928
1633	MARSHALL MUNICIPAL UTILITIES	03/11/2022	EFT	0.00	92,326.33	9150
1633	MARSHALL MUNICIPAL UTILITIES	03/16/2022	EFT	0.00	2,961.49	9196
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	03/11/2022	EFT	0.00	11.71	9153
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	03/18/2022	EFT	0.00	75.05	9221

Council Check Report

Date Range: 03/11/2022 - 03/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3545	MARSHALL RADIO	03/11/2022	EFT	0.00	1,950.00	9154
1652	MARSHALL VOLUNTEER FIRE RELIEF ASSOC	03/18/2022	Regular	0.00	4,000.00	120929
0460	MARSHALL, JAMES	03/11/2022	EFT	0.00	80.00	9149
6733	MARTI, GEORGE & PAULA	03/18/2022	Regular	0.00	186.00	120930
1695	MEIER ELECTRIC INC	03/11/2022	EFT	0.00	701.82	9155
6025	MELLENTHIN, CODY	03/11/2022	EFT	0.00	30.00	9156
4980	MENARDS INC	03/11/2022	Regular	0.00	3,543.09	120880
4980	MENARDS INC	03/18/2022	Regular	0.00	232.75	120931
3971	MEULEBROECK, ANDY	03/11/2022	EFT	0.00	30.00	9157
1774	MN DEPT OF LABOR AND INDUSTRY FINANCIAL SE	03/11/2022	Regular	0.00	90.00	120882
3555	MN DOT	03/11/2022	Regular	0.00	43.62	120883
1797	MN FIRE SERVICE CERTIFICATION BRD	03/11/2022	Regular	0.00	840.00	120884
1813	MN POLLUTION CONTROL AGENCY	03/18/2022	Regular	0.00	55.00	120932
6955	MOBERG, EJ	03/11/2022	EFT	0.00	340.00	9158
1864	MONTES ELECTRIC INC	03/11/2022	Regular	0.00	2,972.21	120885
6398	MORRELL MANUFACTURING	03/18/2022	Regular	0.00	796.00	120933
1945	NORMS GTC	03/11/2022	Regular	0.00	235.47	120886
1945	NORMS GTC	03/18/2022	Regular	0.00	44.91	120934
1986	NORTH CENTRAL INTERNATIONAL, INC	03/18/2022	EFT	0.00	52.50	9222
1946	NORTH CENTRAL LABS	03/11/2022	EFT	0.00	1,054.16	9159
5891	ONE OFFICE SOLUTION	03/11/2022	EFT	0.00	25.00	9160
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	03/18/2022	EFT	0.00	32.00	9223
2034	PETTY CASH	03/11/2022	Regular	0.00	375.00	120888
2036	PHILLIPS WINE AND SPIRITS INC	03/11/2022	EFT	0.00	8,388.44	9161
2036	PHILLIPS WINE AND SPIRITS INC	03/18/2022	EFT	0.00	792.06	9224
2049	PLUNKETTS PEST CONTROL INC	03/11/2022	EFT	0.00	39.08	9162
5938	POTTER, ASHLEY	03/11/2022	Regular	0.00	42.50	120889
2064	POWERPLAN	03/11/2022	Regular	0.00	821.80	120890
0477	PRZYBILLA, SCOTT	03/11/2022	EFT	0.00	30.00	9163
6166	PULVER MOTOR SVC, LLC	03/11/2022	EFT	0.00	235.00	9164
2096	QUARNSTROM & DOERING, PA	03/18/2022	EFT	0.00	6,678.00	9225
4826	RIEKE, BENJAMIN	03/11/2022	EFT	0.00	30.00	9165
0481	ROKEH, JASON	03/11/2022	EFT	0.00	30.00	9166
5867	ROUND LAKE VINEYARDS & WINERY	03/11/2022	EFT	0.00	288.00	9167
2201	RUNNINGS SUPPLY INC	03/18/2022	EFT	0.00	36.14	9226
5556	SANDGREN, KAYLYNN	03/11/2022	EFT	0.00	279.40	9168
6957	SANDO, TOM	03/18/2022	EFT	0.00	495.03	9227
4647	SCHOLASTIC	03/15/2022	Regular	0.00	614.43	120907
6286	SCHWEGMAN'S CLEANERS, LLP	03/15/2022	Regular	0.00	68.50	120908
2248	SCOTT'S TREE SERVICE	03/11/2022	EFT	0.00	24,350.00	9169
6251	SHRED RIGHT	03/11/2022	EFT	0.00	15.00	9170
2284	SIRCHIE	03/11/2022	EFT	0.00	97.21	9171
4855	SOUTHERN GLAZER'S OF MN	03/11/2022	EFT	0.00	10,464.84	9172
4855	SOUTHERN GLAZER'S OF MN	03/18/2022	EFT	0.00	9,756.41	9228
2311	SOUTHWEST GLASS CENTER	03/11/2022	EFT	0.00	7.00	9173
2318	SOUTHWEST SANITATION INC.	03/11/2022	EFT	0.00	2,248.49	9174
2318	SOUTHWEST SANITATION INC.	03/16/2022	EFT	0.00	83.42	9197
5922	SRF CONSULTING GROUP, INC.	03/18/2022	EFT	0.00	7,892.04	9229
0491	ST AUBIN, GREGORY	03/11/2022	EFT	0.00	30.00	9175
3808	STELTER, GEOFFREY	03/11/2022	EFT	0.00	30.00	9176
4134	STENSRUD, PRESTON	03/11/2022	EFT	0.00	30.00	9177
2373	STREICHERS	03/11/2022	EFT	0.00	300.00	9178
6956	SUREONE PROMOTIONS	03/11/2022	Regular	0.00	6,229.63	120891
6767	SW ABE	03/18/2022	Regular	0.00	1,975.00	120935
0495	SWANSON, GREGG	03/11/2022	EFT	0.00	30.00	9179
0147	TAHER FOOD SERVICE	03/18/2022	EFT	0.00	131.00	9230
6137	TEIGS LAWN CARE & LANDSCAPING, LLC	03/18/2022	Regular	0.00	485.00	120936
2143	THOFT ENTERPRISES LLC	03/11/2022	EFT	0.00	1,652.00	9180
4423	TREASURED TIMES SCRAPBOOKING AND GIFTS	03/11/2022	Regular	0.00	30.00	120892
6786	TRUCK CENTER COMPANIES EAST LLC	03/11/2022	EFT	0.00	92.89	9181
6156	TRUE BRANDS	03/11/2022	EFT	0.00	268.18	9182

Council Check Report

Date Range: 03/11/2022 - 03/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
6156	TRUE BRANDS	03/18/2022	EFT	0.00	692.85	9231
3342	TRUEDSON, SCOTT	03/11/2022	EFT	0.00	30.00	9183
2499	US BANK	03/11/2022	Regular	0.00	500.00	120893
4610	VALUE LINE PUBLISHING, INC.	03/15/2022	Regular	0.00	1,142.00	120909
6092	VANDERMILLEN, SCOTT	03/11/2022	EFT	0.00	80.00	9184
0512	VANLEEUEWE, SARA J.	03/11/2022	EFT	0.00	70.00	9185
4489	VERIZON WIRELESS	03/11/2022	EFT	0.00	35.01	9186
4489	VERIZON WIRELESS	03/16/2022	EFT	0.00	59.26	9198
2538	VIKING COCA COLA BOTTLING COMPANY	03/11/2022	EFT	0.00	355.50	9187
6950	WATERVILLE FOOD AND ICE, INC.	03/18/2022	EFT	0.00	166.14	9232
5961	WAYNE'S TRACTOR REPAIR	03/11/2022	Regular	0.00	646.31	120894
5961	WAYNE'S TRACTOR REPAIR	03/18/2022	Regular	0.00	55.42	120938
6959	WENDORFF WELDING	03/18/2022	EFT	0.00	312.00	9233
0518	WENKER, JEFFREY	03/11/2022	EFT	0.00	30.00	9188
5288	WEST CENTRAL COMMUNICATIONS, INC	03/11/2022	EFT	0.00	293.25	9189
2605	WINE MERCHANTS	03/18/2022	EFT	0.00	421.70	9234

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	153	62	0.00	221,798.20
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	244	130	0.00	343,634.11
	<b>397</b>	<b>192</b>	<b>0.00</b>	<b>565,432.31</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	153	62	0.00	221,798.20
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	244	130	0.00	343,634.11
	<b>397</b>	<b>192</b>	<b>0.00</b>	<b>565,432.31</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	3/2022	565,432.31
			<b>565,432.31</b>

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

3/22/2022

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2019 Prior Payments	2020 Prior Payments	2021 Prior Payments	2022 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:
W13	602-49500-55120	5/28/2019	WWTF Improvement Project	Magney Construction, Inc.	14,074,300.00	(26,609.74)	14,047,690.26	4,099,265.87	6,918,924.06	3,029,500.33		-	-
CH1	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	2,661,221.93		15,664.80	9,335.23
Z83	479-43300-55170	2/23/2021	James Ave/Camden Dr Reconstruction	Kuechle Underground	849,244.50		849,244.50			779,179.36		41,009.44	29,055.70
Z88	479-43300-55170	4/13/2021	State Aid Overlay	Duininck, Inc	1,924,600.45	31,330.31	1,955,930.76			1,859,801.49		-	96,129.27
PK-001	401-45200-55130	8/25/2021	Independence Park Trail Replacement	A & C Excavating, LLC	375,659.10		375,659.10			109,320.20		5,753.70	260,585.20
SWM-007	630-49600-55170	10/12/2021	Independence Park Pond Forebay Expansion	Towne & Country Excavating LLC	229,255.50		229,255.50						229,255.50
AP-005	101-43400-55120	10/12/2021	A/D Building Roof Repair	Gag Sheet Metal, Inc.	37,200.00	45,399.00	82,599.00			51,879.00	30,720.00		-
ST-002	495-43300-55170	2/8/2022	Bituminous Overlay on Various City Streets	Duininck, Inc	560,573.35		560,573.35						560,573.35
ST-003	480-43300-55170	2/8/2022	1st/Greeley/Williams Reconstruction	R & G Construction Co.	1,647,498.69		1,647,498.69						1,647,498.69
ST-001	101-43300-53425	2/22/2022	Chip Seals	Pearson Bros., Inc.	210,581.00		210,581.00						210,581.00
ST-004	480-43300-55170	2/22/2022	Halbur Road Reconstruction	Duininck, Inc	1,142,009.72		1,142,009.72						1,142,009.72
					<b>26,081,122.31</b>	<b>745,863.57</b>	<b>26,826,985.88</b>	<b>4,099,265.87</b>	<b>9,958,646.10</b>	<b>8,490,902.31</b>	<b>0.00</b>	<b>62,427.94</b>	<b>4,185,023.66</b>

PERCENT  
COMPLETE

100.00%  
99.84%  
96.58%  
95.09%  
30.63%  
0.00%  
100.00%  
0.00%  
0.00%  
0.00%  
0.00%

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, March 22, 2022
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO
<b>Subject:</b>	Comprehensive Plan Update by SRF
<b>Background Information:</b>	<p><b>Project Details</b></p> <p>SRF Consulting was hired in March of 2021 to complete the City’s Comprehensive Plan update. A 12-member community task force was created and staff from Economic Development and Community Planning are assisting in the process.</p> <p>SRF Consulting has completed a review and analysis of the city’s current plan and supporting documentation. The SRF team was also on site in September to complete a community tour and stakeholder interviews with city staff and partners.</p> <p>SRF has also provided public participation opportunities with a community survey, focus groups, and open house. There was 600+ participants in the survey and five focus groups with 58 participants. The data collected from the public was used to shape the goal and focus areas for the plan.</p> <p>Serving as the lead consultant on the project, Stephanie Falkers will provide a project update including an overview of key themes and next steps in the process.</p>
<b>Fiscal Impact:</b>	-
<b>Alternative/ Variations:</b>	-
<b>Recommendations:</b>	-

## COMMUNITY SURVEY RESULTS

### INTRODUCTION

The community survey was available online and in-person from mid-December 2021 to February 20, 2022. A total of 604 responses were collected through the online SurveyMonkey platform or via collection of paper copies from various distribution sites around Marshall. The survey asked 26 questions pertaining to demographics, community character, growth and development, community facilities, and what the community hopes to see for the future of Marshall.

Following the initial analysis of survey results, a number of questions were further analyzed to explore how certain population groups responded to a question to understand individual group needs. This additional analysis is included with the appropriate questions. The demographic questions were optional, with not all respondents providing a response. For example, 91 people (15 percent) did identify their age and 124 people (21 percent) did not identify their household income.

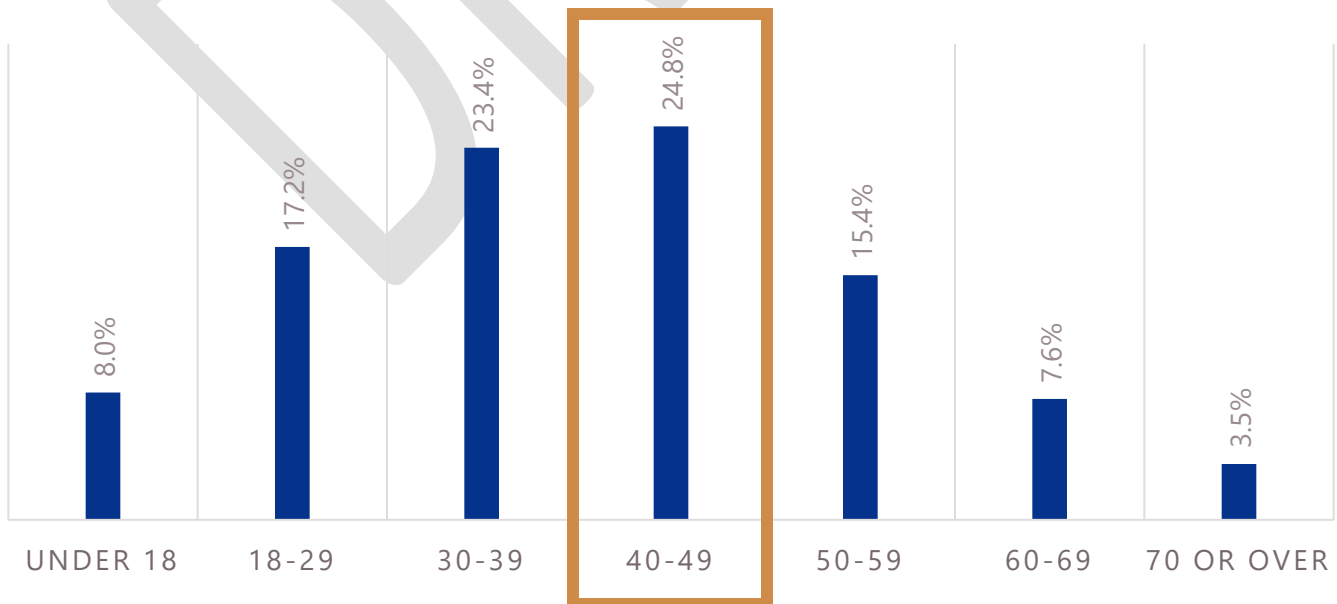
### WHO TOOK THE SURVEY?

Survey respondents could respond to optional demographic questions, providing a summary of who took the survey. These questions were optional, and 15 to 20 percent of respondents did not respond to these questions.

#### Age

**The majority of respondents to the survey were between the ages of 30 and 49 years old.**

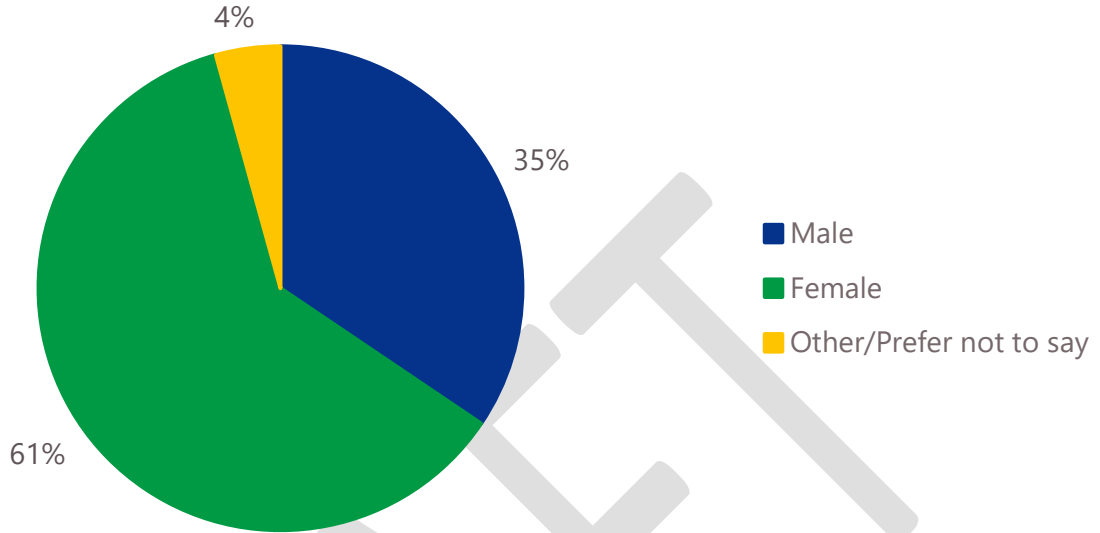
Representation of at least 5 percent of respondents was received from each group, outside of the 70 and over population. While the breakdown of survey responses by age group may not be representative of the city's population in each group, the response of 17.2 percent in the ages of 18 to 29 aligns well with the city's 17.7 percent of the population being in the same age group.





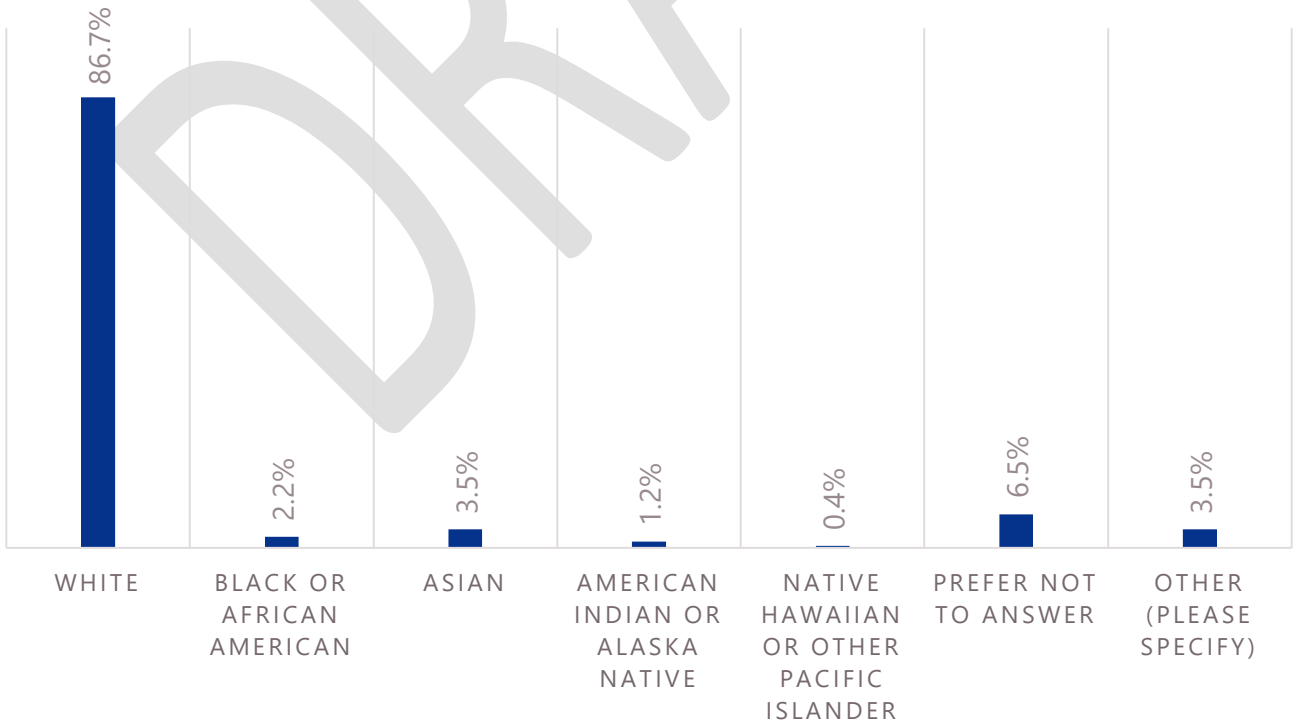
**Gender**

Approximately 61 percent of respondents identify as female, with 35 percent identifying as male and 4 percent identifying with another gender or preferring not to answer.



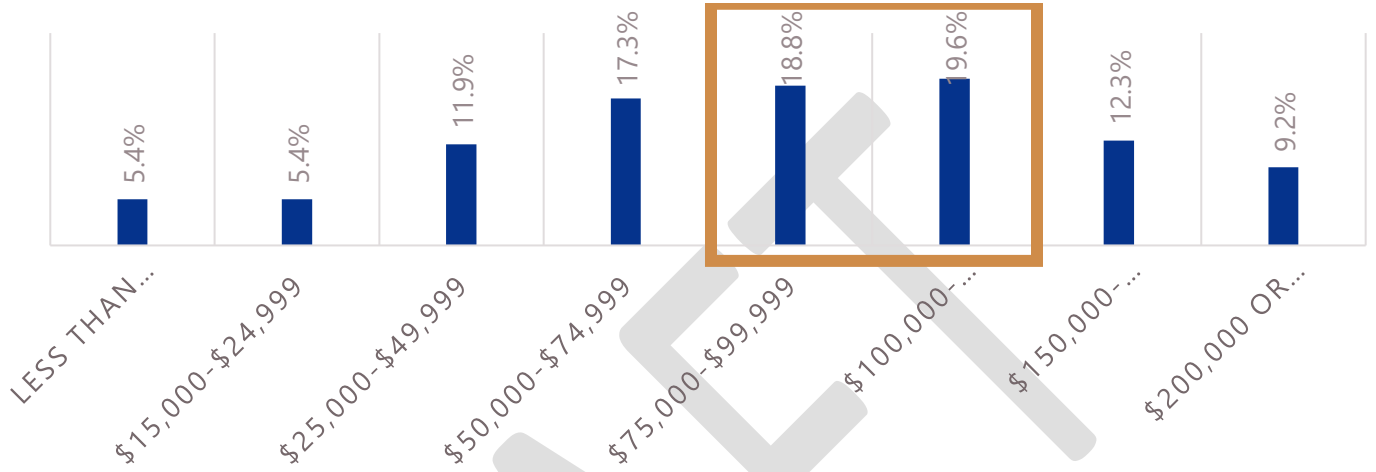
**Race**

Survey responses were received for each racial group identified in the survey. "Other" responses included Latino, Belgian American, and Chicano.



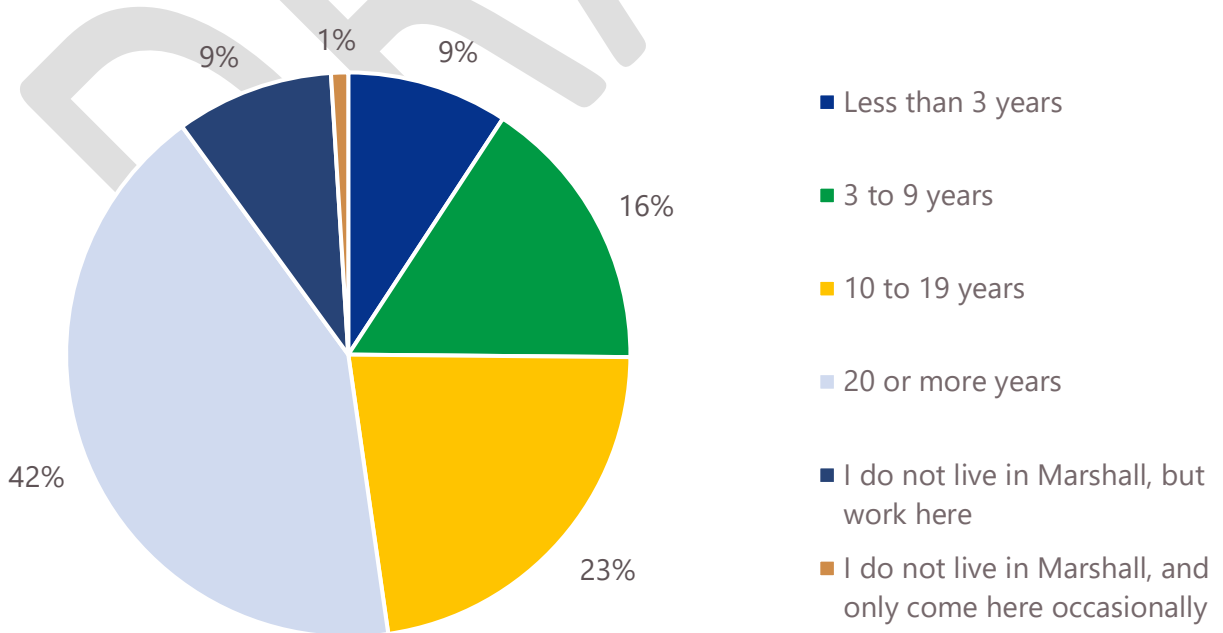
**Income**

Each income bracket was represented across survey responses, with a majority of respondents identifying a household income of \$75,000 to \$149,999. **Over 20 percent of respondents identified an income lower than the City’s median household income of \$48,000.**



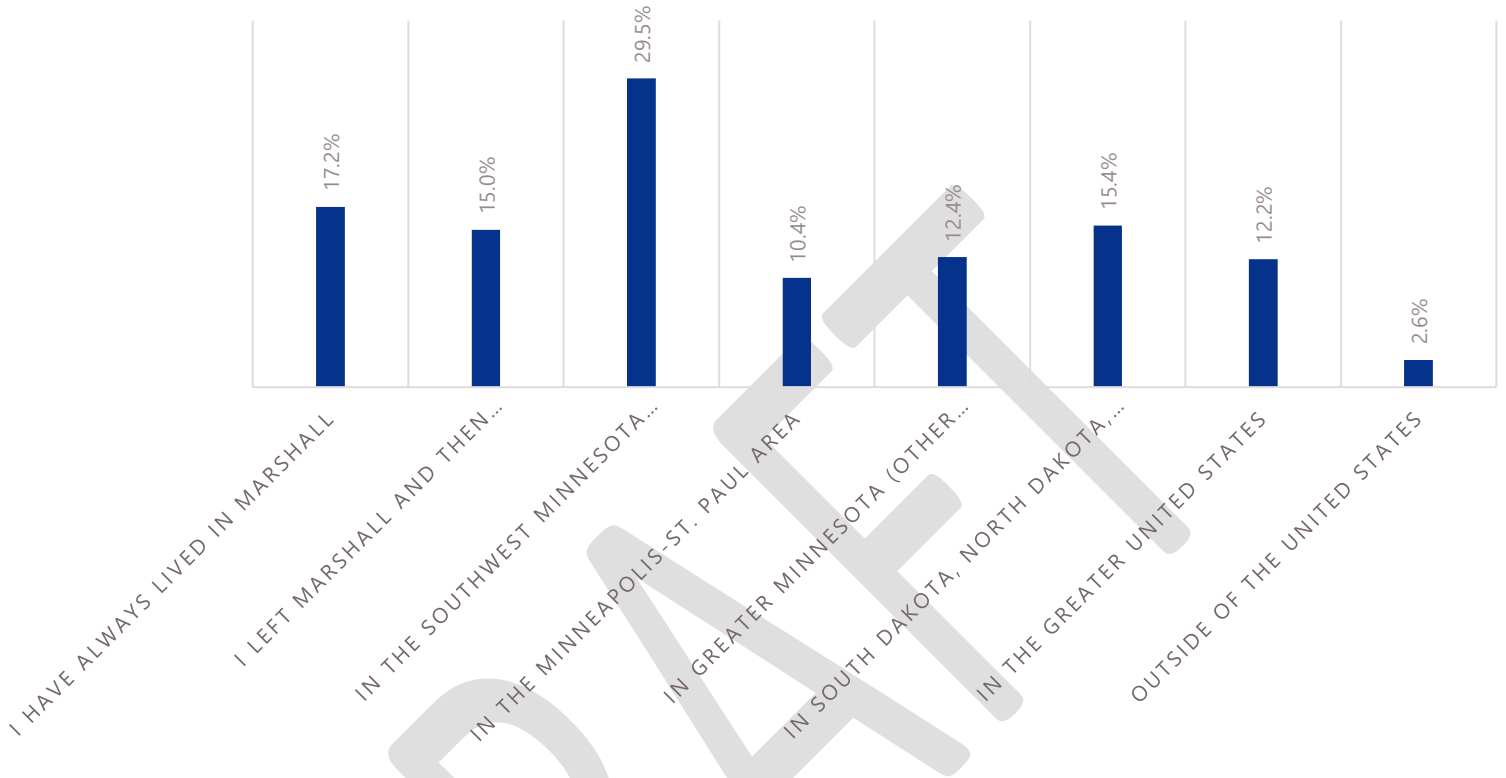
**Tenure in Marshall**

Many survey respondents have a long tenure as Marshall residents. Over 40 percent have lived in the community for 20 or more years, and an additional 23 percent have lived in the community for at least ten years. Ten percent of those that responded to this question identified themselves as non-residents of the community.



**Previous Tenure**

A majority of respondents moved from other locations in Southwest Minnesota to Marshall. Other migration trends include the Twin Cities Metro and surrounding states.



**ISSUES AND OPPORTUNITIES**

What is your one favorite thing about Marshall?

schools Downtown great feel size many Marshall close small safety  
 parks safe community variety people clean  
 Small town feel friendly Small town lot city big family live  
 opportunities

The top ten responses (in order of frequency) include:

<b>Community</b>	The sense of community and sense of place.
<b>Parks</b>	The diversity and quality of the parks system.
<b>People</b>	The welcoming, friendly, and diverse people of the community.
<b>Small Town</b>	Small town feel outside of the big city.

<b>Size</b>	The right size to support services but also provide desired space.
<b>Family</b>	A great place to raise a family.
<b>Schools</b>	Quality schools for all ages.
<b>Opportunities</b>	Many opportunities that can be taken advantage of.
<b>Safe</b>	Safe environment compared to other locations
<b>Clean</b>	A clean environment.

**What is your one least favorite thing about Marshall?**

families retail people Target options go Nothing winter much many  
 need limited Marshall Lack shopping shopping lot  
 Lack restaurants things city community kids town  
 entertainment activities park places fun stores enough

The top ten responses (in order of frequency) include:

<b>Lack</b>	Lack of a variety of sites, activities, resources, etc.
<b>Shopping</b>	Desire for a more diverse range of shopping opportunities
<b>Things to Do</b>	Desire/need for additional things to do.
<b>Need</b>	Desire/need for additional things to do.
<b>Activities</b>	Desire/need for activities for all ages, abilities, interests, etc.
<b>Places</b>	Identification of community spaces that can be secured to meet community needs.
<b>Options</b>	Explore diverse and robust input.
<b>Stores</b>	Need for additional retail opportunities.
<b>Families</b>	Need for family friendly events.
<b>Winter</b>	Need for events and activities to be completed in the winter.



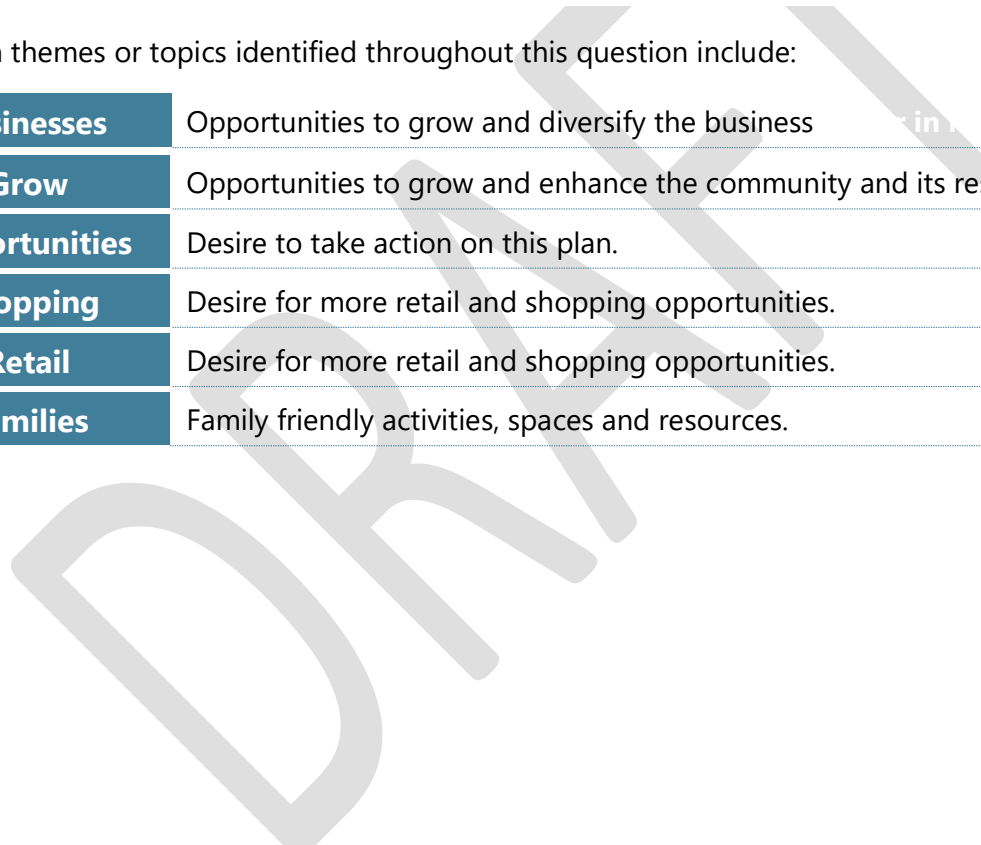
**What is Marshall’s biggest opportunity over the next 20 years?**

Residents identified business growth, new opportunities, additional shopping, and population growth as Marshall’s **biggest opportunity** over the next 20 years.

adding<sub>keep</sub> bring<sub>places</sub> growth<sub>attract</sub> town<sub>activities</sub> grow<sub>things</sub>  
 community<sub>expand</sub> Marshall<sub>retail</sub> businesses  
 make<sub>opportunities</sub> families shopping<sub>better</sub> people<sub>bigger</sub>  
 need<sub>stores</sub> city

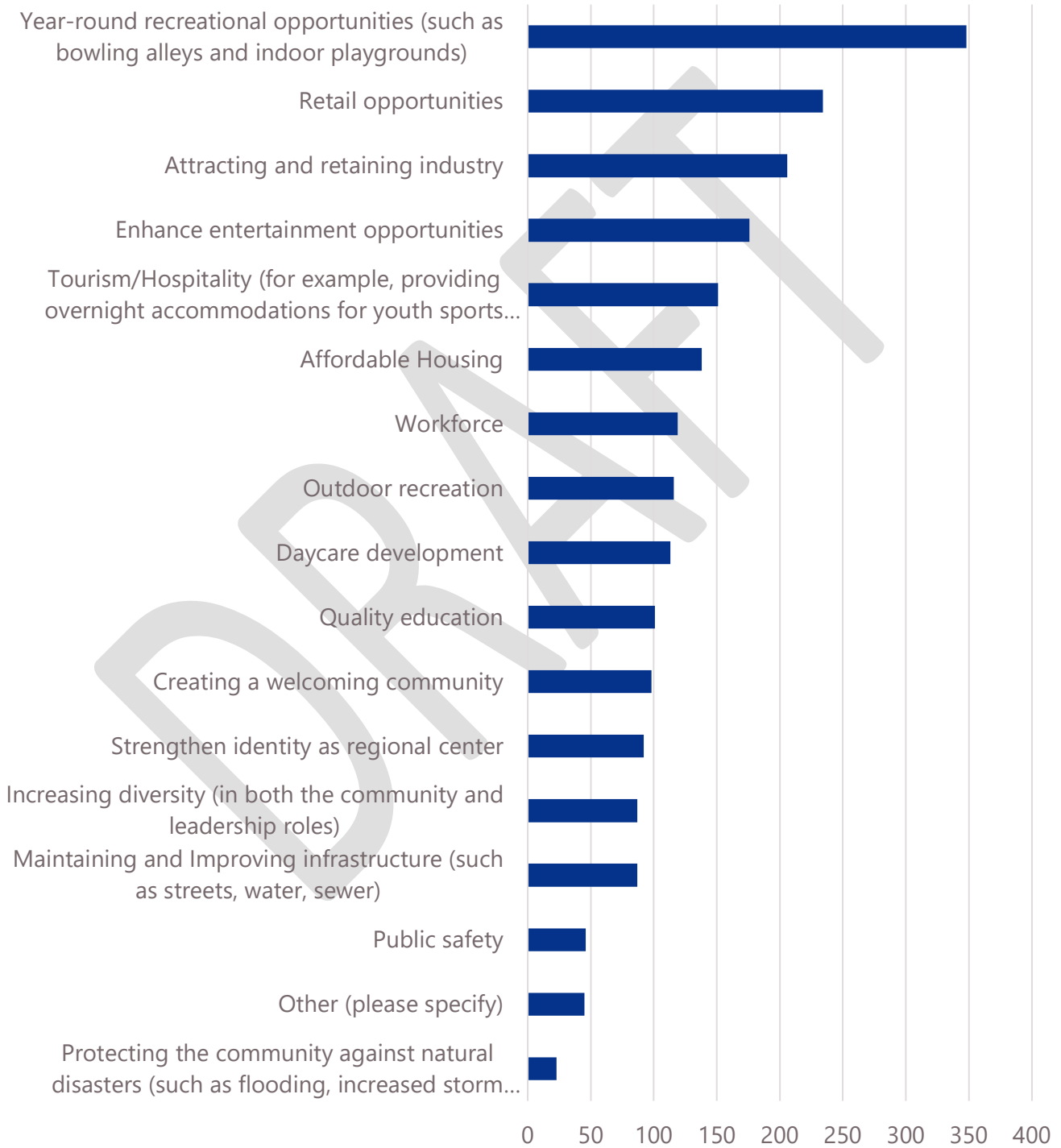
Common themes or topics identified throughout this question include:

<b>Businesses</b>	Opportunities to grow and diversify the business
<b>Grow</b>	Opportunities to grow and enhance the community and its resources.
<b>Opportunities</b>	Desire to take action on this plan.
<b>Shopping</b>	Desire for more retail and shopping opportunities.
<b>Retail</b>	Desire for more retail and shopping opportunities.
<b>Families</b>	Family friendly activities, spaces and resources.



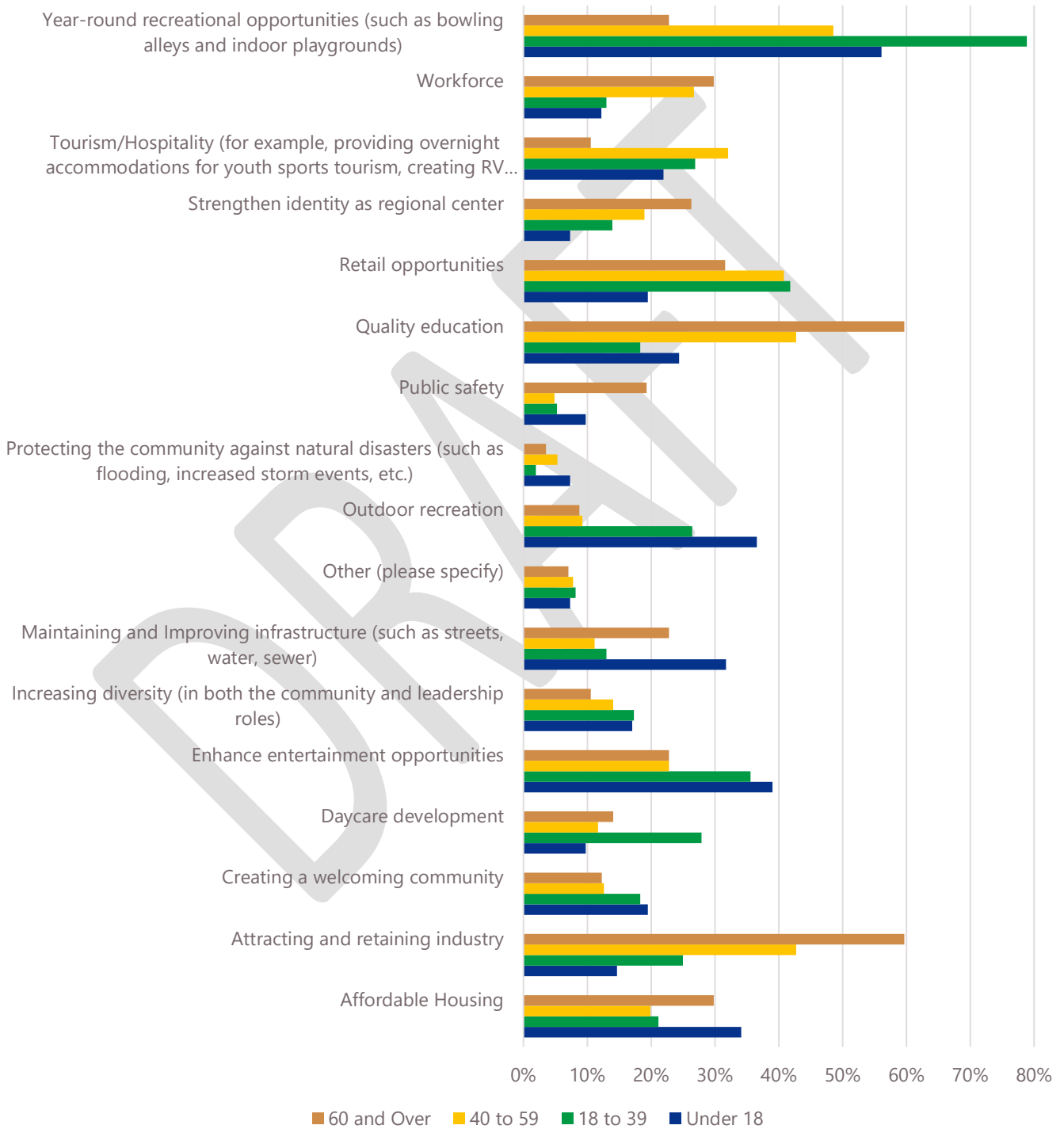
**What issues or opportunities below do you think Marshall needs to prioritize in the next 20 years?**

Respondents prioritized year-round recreational opportunities, retail opportunities, and attracting and retaining industry when asked “What issues or opportunities below do you think Marshall needs to **prioritize** in the next 20 years?”



## What issues or opportunities below do you think Marshall needs to prioritize in the next 20 years? - By Age Group

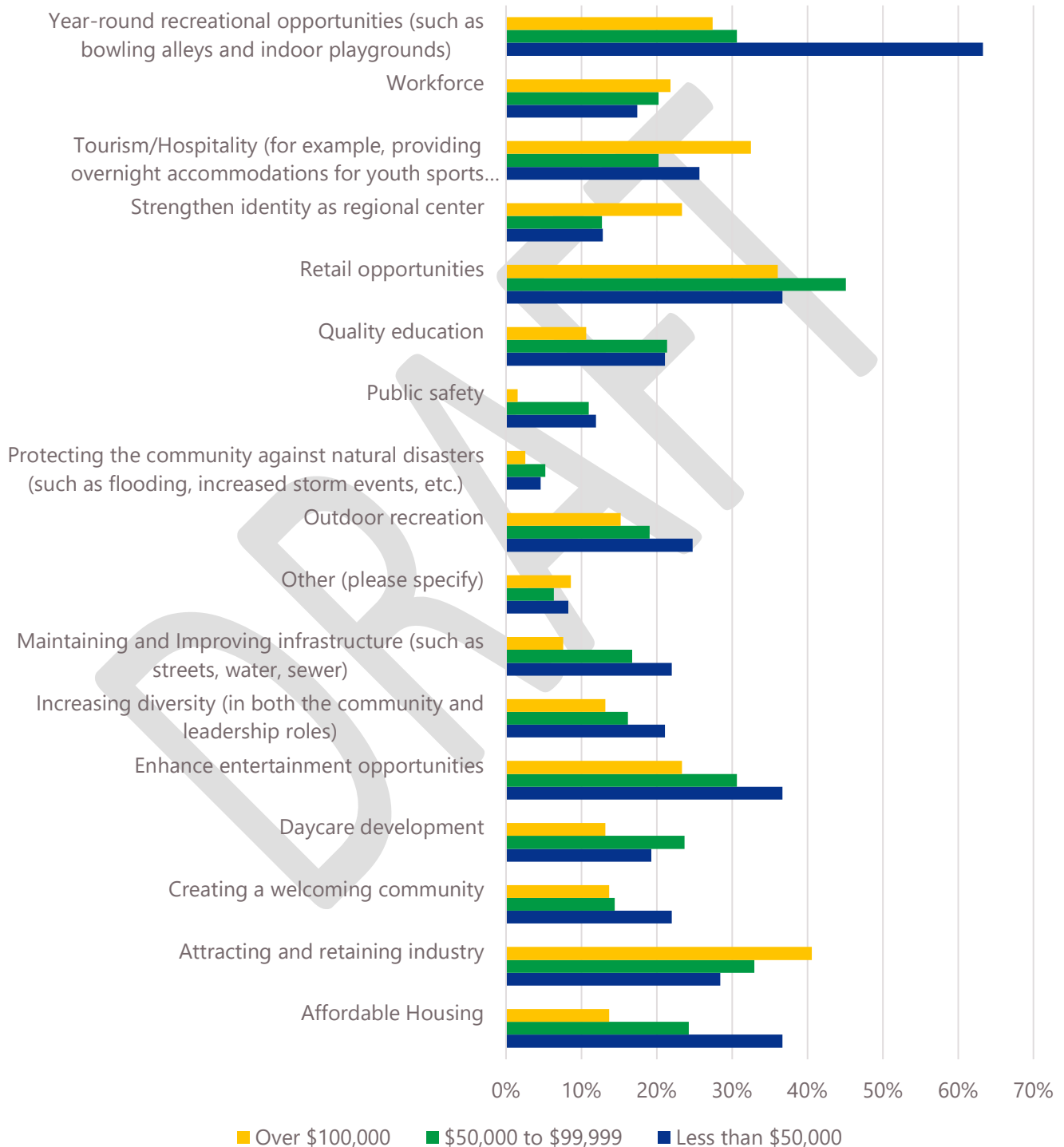
The follow table provides the responses to this question by age group. Note: the percentages identified in the table reflect the percentage of each age group that selected that response, rather than the percent of all who answered the question.



## Marshall Comprehensive Plan Survey

### What issues or opportunities below do you think Marshall needs to prioritize in the next 20 years? – By Income Group

The follow table provides the responses to this question by household income group. *Note: the percentages identified in the table reflect the percentage of each age group that selected that response, rather than the percent of all who answered the question.*



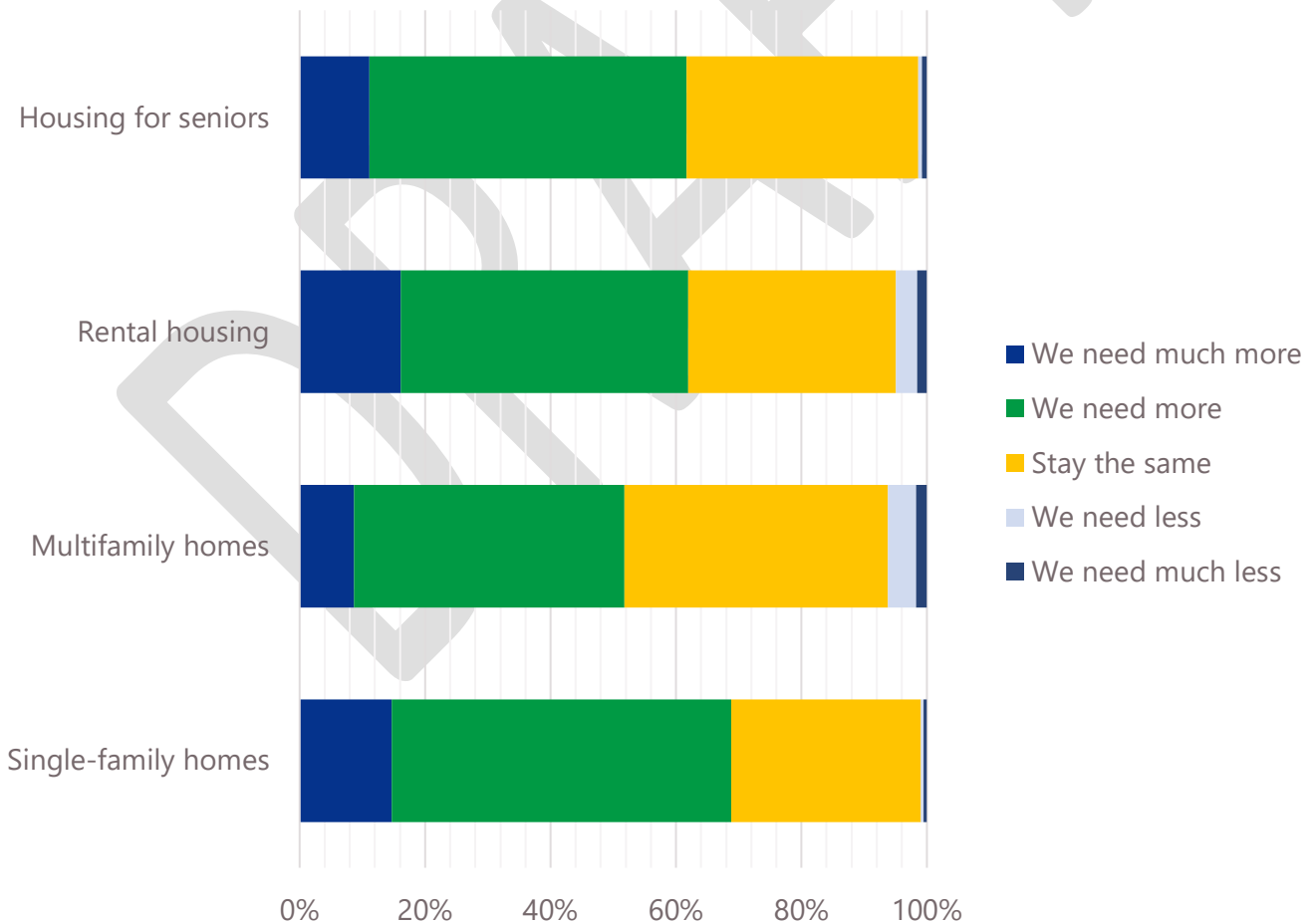


## LAND USE AND FUTURE DEVELOPMENT

### As we plan for future development, what types of spaces or uses do we need to adjust?

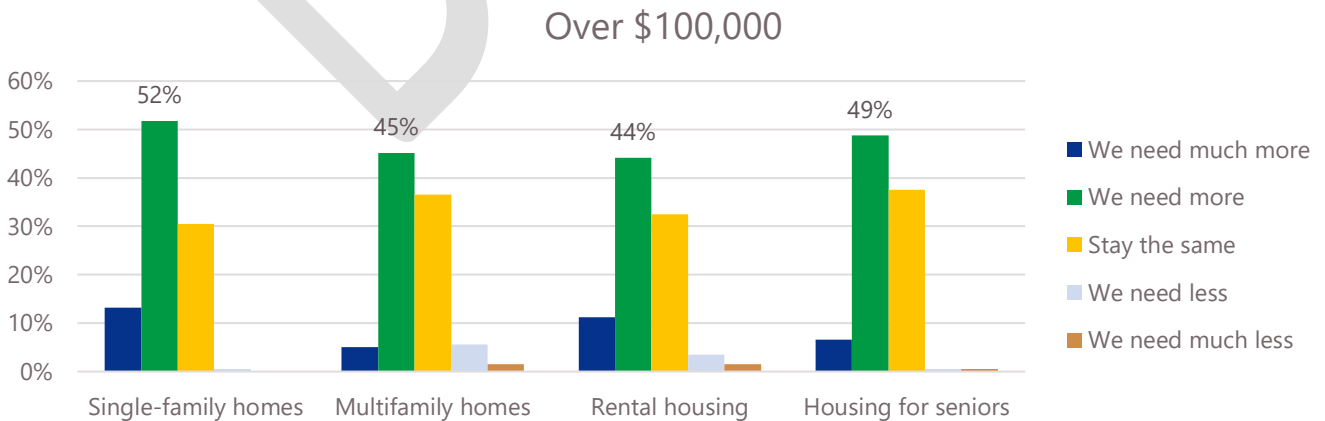
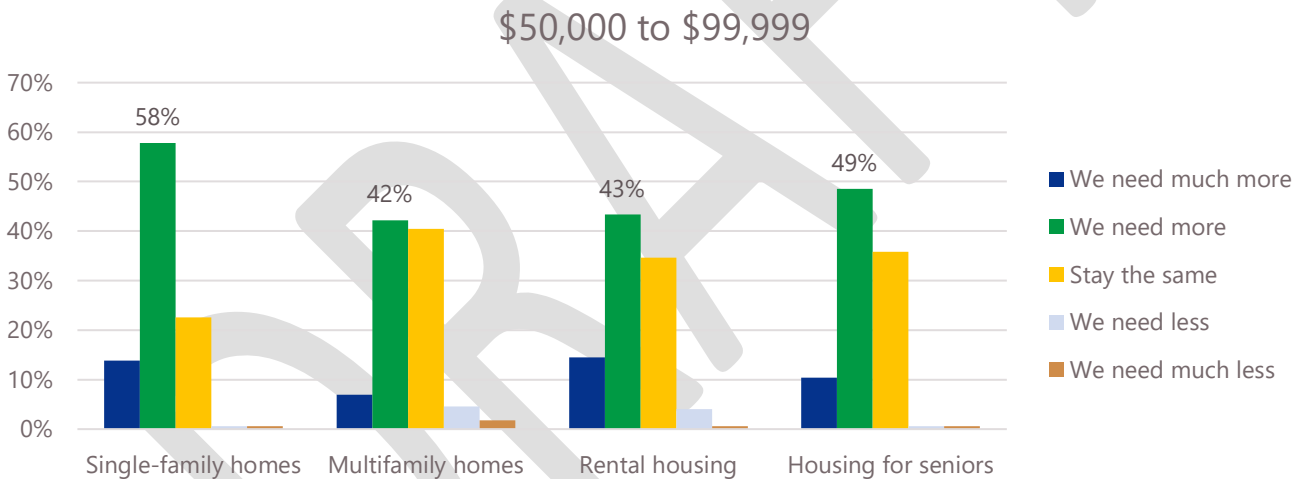
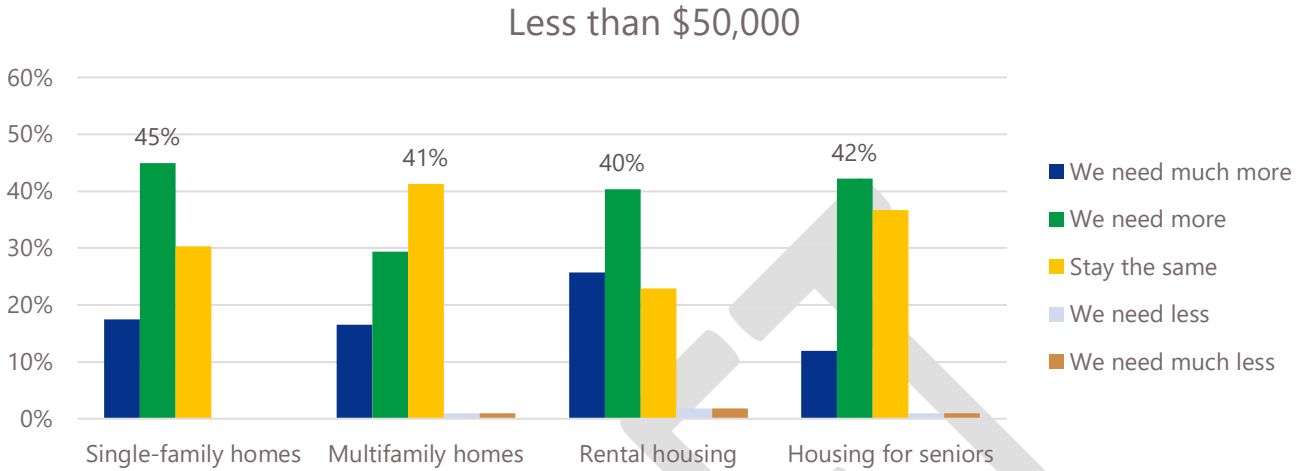
Marshall residents see the need for growth or reduction in various land uses throughout the community where responding to the question: "As we plan for future development, what types of spaces or uses do we need to adjust?". Respondents identified the need for much more shopping and entertainment venues. The following tables and charts summarize the responses by land use type (e.g., residential, commercial, etc.).

	We need much more	We need more	Stay the same	We need less	We need much less
Single-family homes	77	284	159	2	3
Multifamily homes	45	223	218	23	9
Rental Housing	85	242	175	18	8
Housing for seniors	58	264	193	3	4



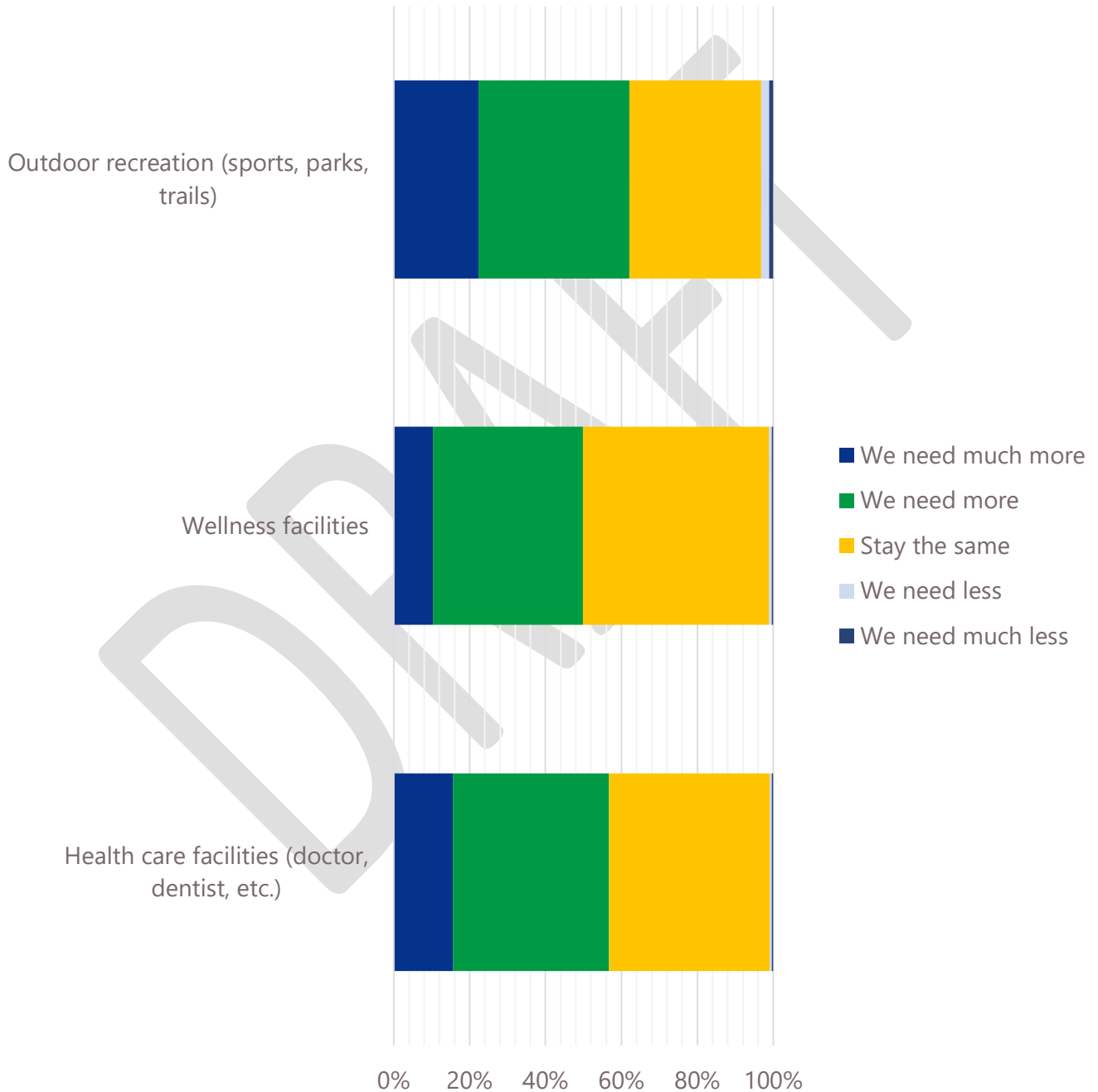
Desired Types of Residential Growth – By Income Group

Note: the percentages identified in the table reflect the percentage of each age group that selected that response, rather than the percent of all who answered the question.



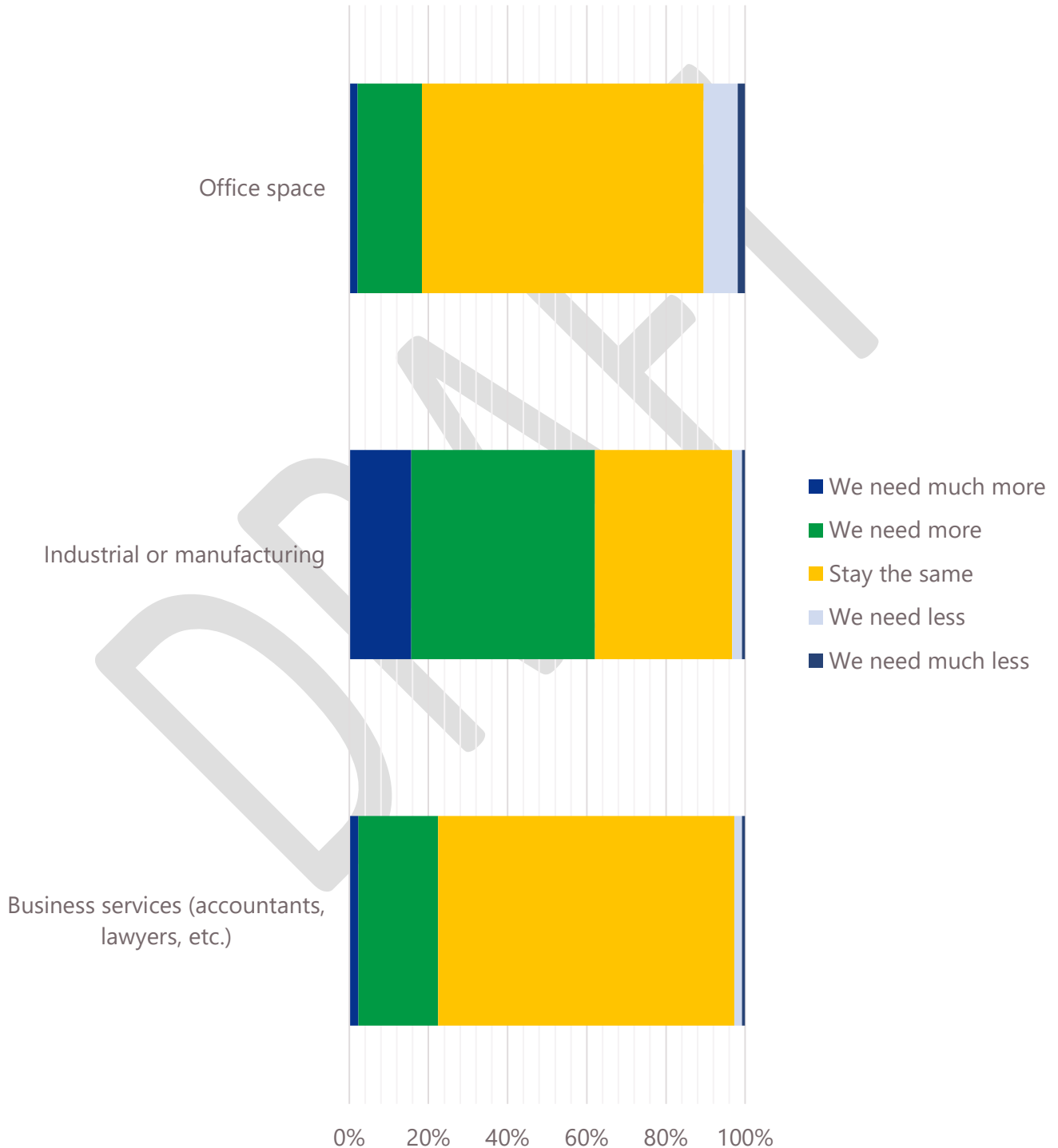
## Marshall Comprehensive Plan Survey

	We need much more	We need more	Stay the same	We need less	We need much less
Health care facilities (doctor, dentist)	83	220	226	3	2
Wellness facilities	55	209	260	4	2
Outdoor recreation (sports, parks, trails)	120	213	186	11	6



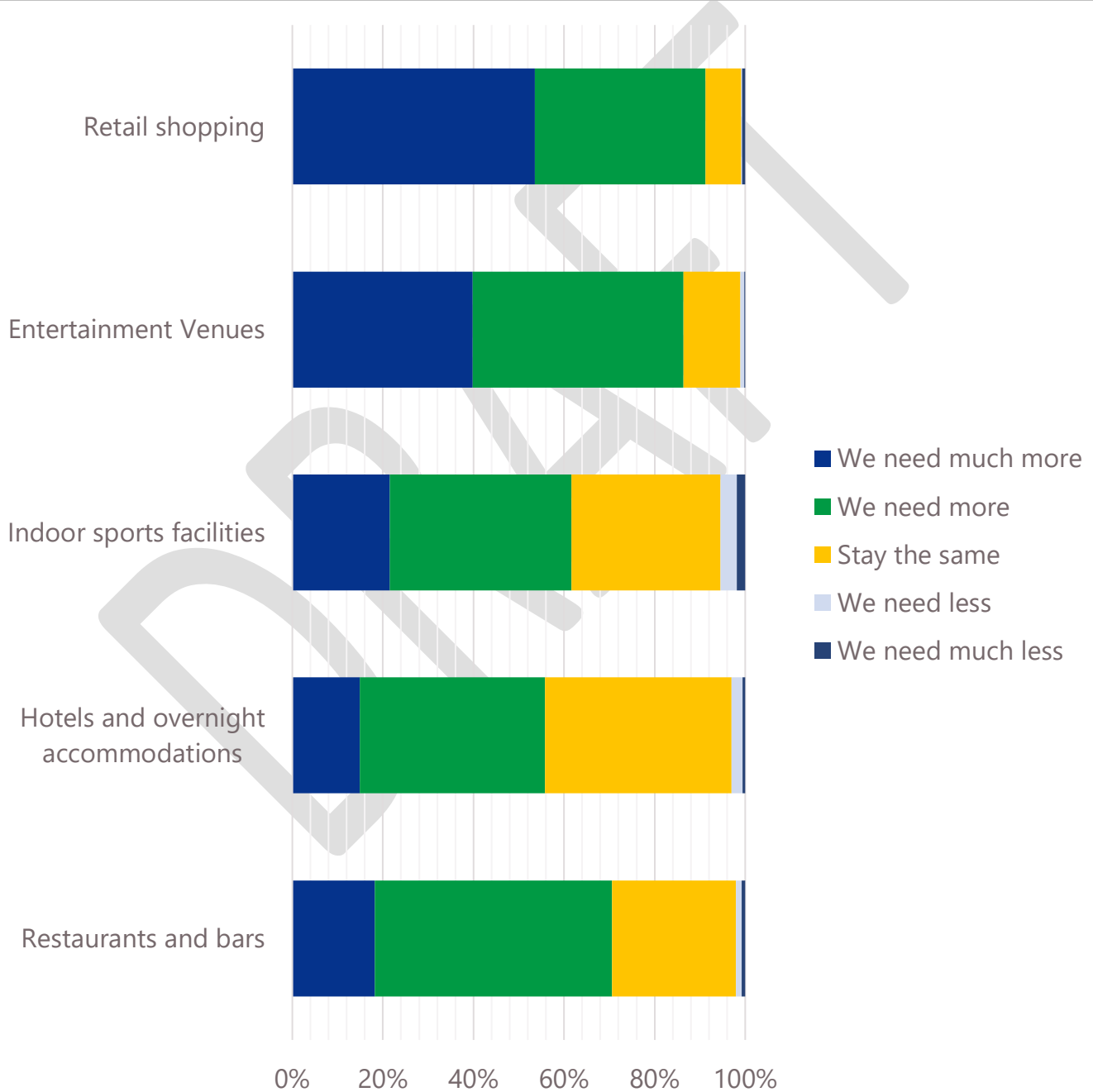
## Marshall Comprehensive Plan Survey

	We need much more	We need more	Stay the same	We need less	We need much less
Business services (accountant, etc.)	12	105	391	10	4
Industrial or manufacturing	82	244	182	13	4
Office space	11	85	374	45	10



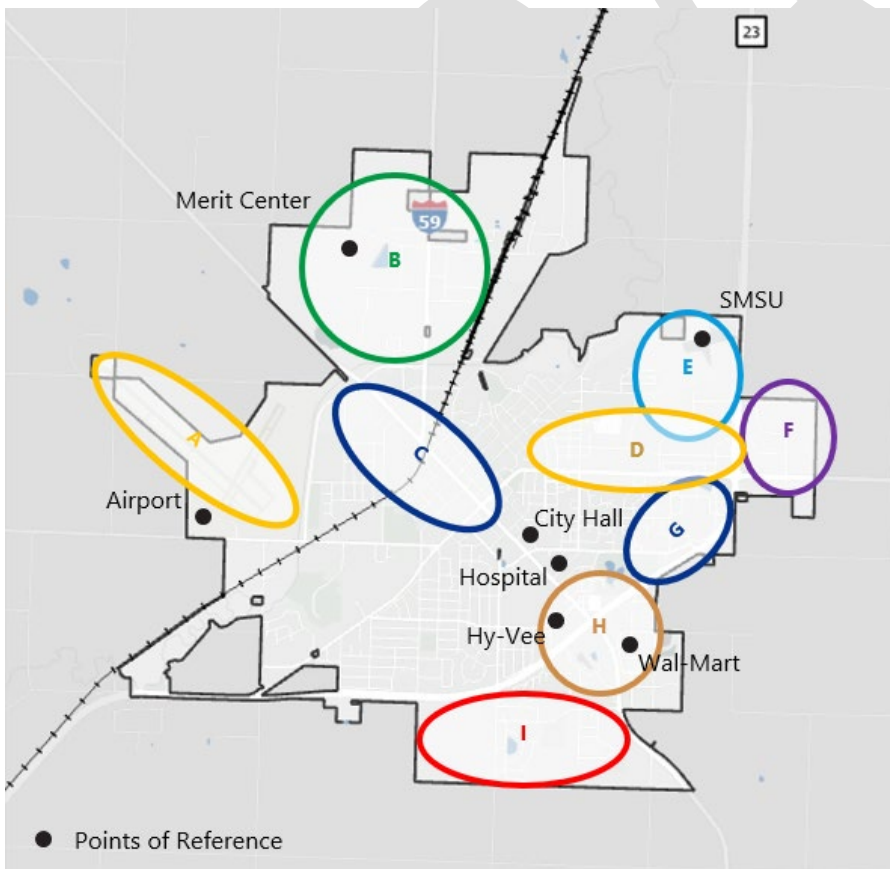
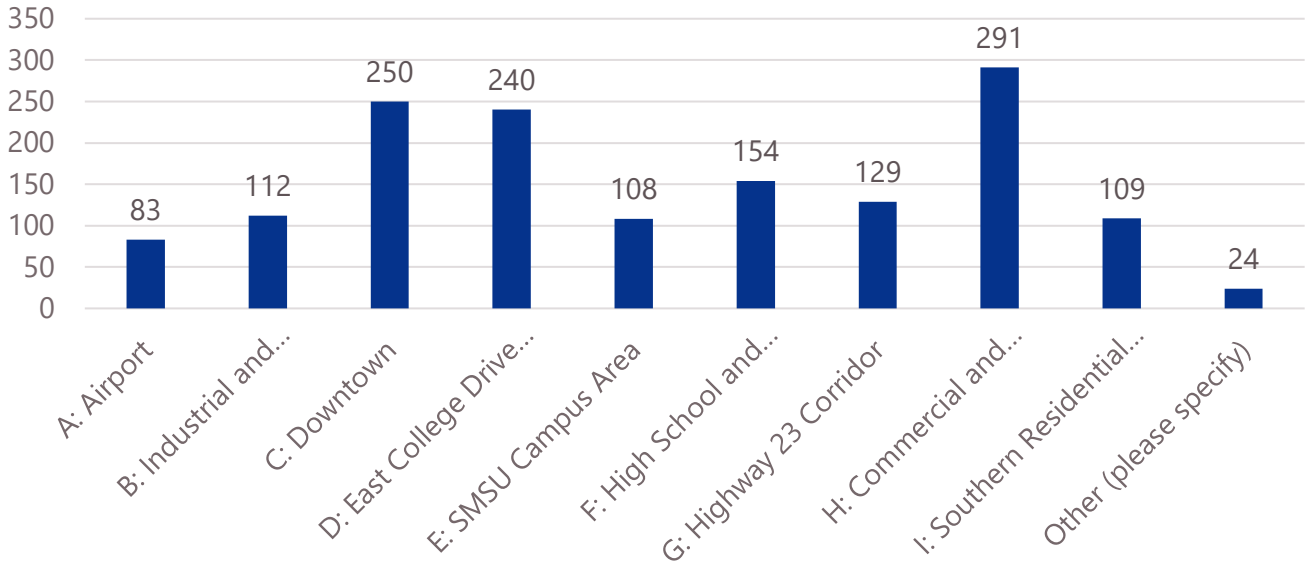
## Marshall Comprehensive Plan Survey

	We need much more	We need more	Stay the same	We need less	We need much less
Restaurants & Bars	98	282	147	7	4
Hotels and overnight accommodations	79	217	219	13	3
Indoor sports facilities	115	214	176	19	10
Entertainment venues	214	250	67	5	1
Retail Shopping	293	206	43	1	4



**Using the provided map for reference, which areas would you like to see investment prioritized.**

When asked to prioritize the top three areas Marshall should invest in, residents chose the commercial and retail area; Downtown; and East College Drive Commercial Area as the top three.



- A: Airport
- B: Industrial and Warehouse Area
- C: Downtown
- D: East College Drive Commercial Area
- E: SMSU Campus Area
- F: High School and Recreation Development Area
- G: Highway 23 Corridor
- H: Commercial and Retail Area
- I: Southern Residential Area

**What level of housing density do you prefer to live in and what level of the community you current live in.**

Low density refers to mostly single-family homes, while high-density refers to multifamily homes (such as apartment buildings).

On average, most residents currently reside in a lower density residential unit. When asked what their preferred housing density is, residents generally answered an average response of 17.9, representing lower density development.

**COMMUNITY FACILITIES AND SERVICES**

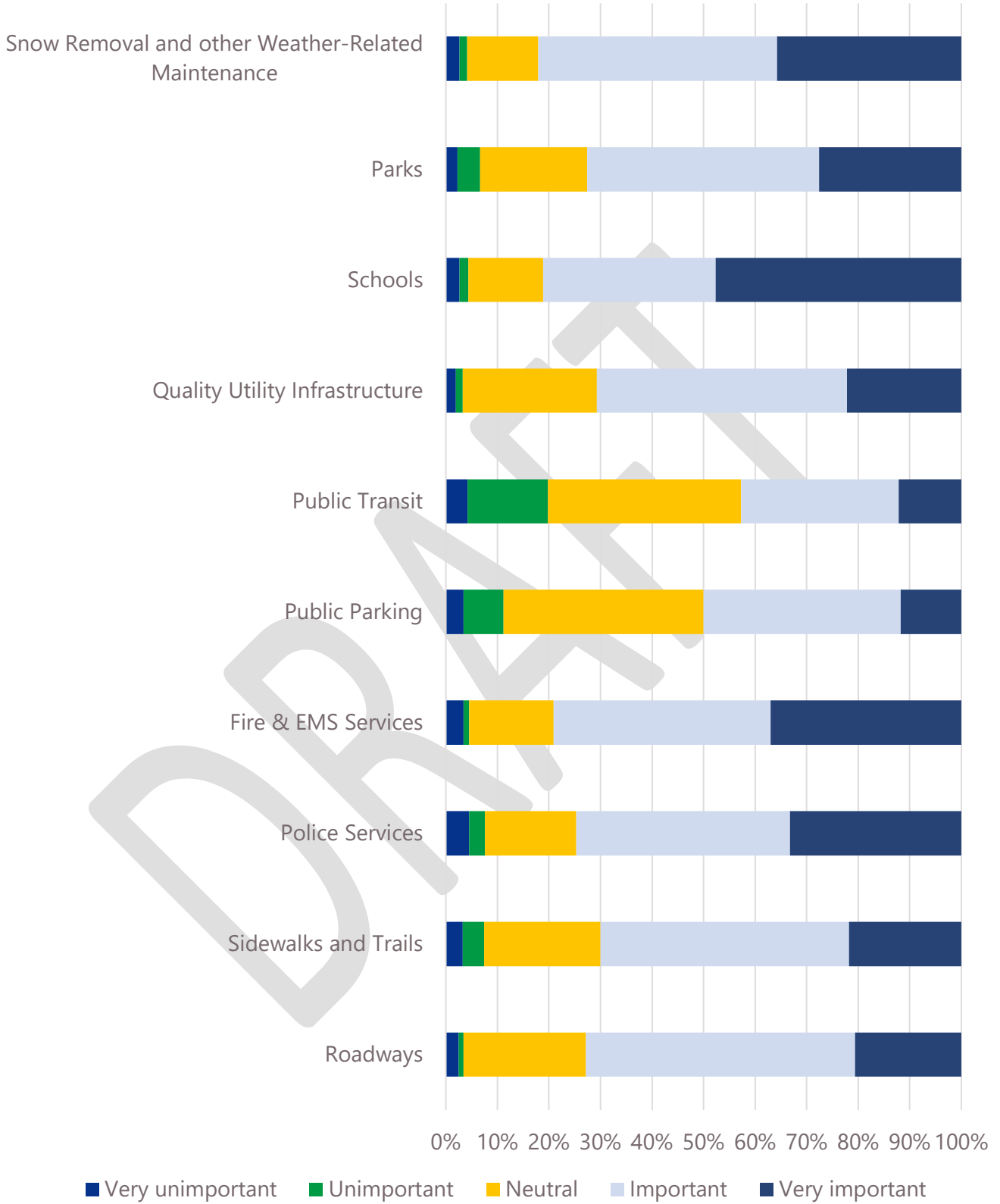
**How would you prioritize the need for quality services in finding a place to live within Marshall?**

Residents highly value Schools, Fire & EMS Services, and Police Services.

	Very Unimportant	Unimportant	Neutral	Important	Very Important
Roadways	13	5	123	271	107
Sidewalks and Trails	17	22	118	252	114
Police Services	24	16	93	218	175
Fire & EMS Services	18	6	86	222	195
Public Parking	18	41	204	201	62
Public Transit	22	81	195	159	63
Quality Utility Infrastructure	10	7	136	253	116
Schools	14	9	77	177	252
Parks	12	23	109	236	145
Snow removal and other weather-related maintenance	14	8	73	245	189



# Marshall Comprehensive Plan Survey

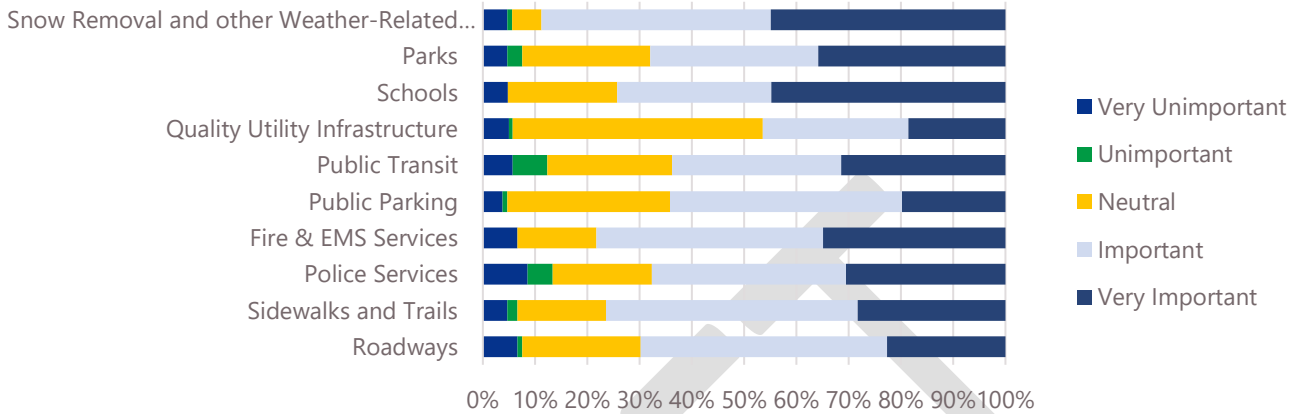




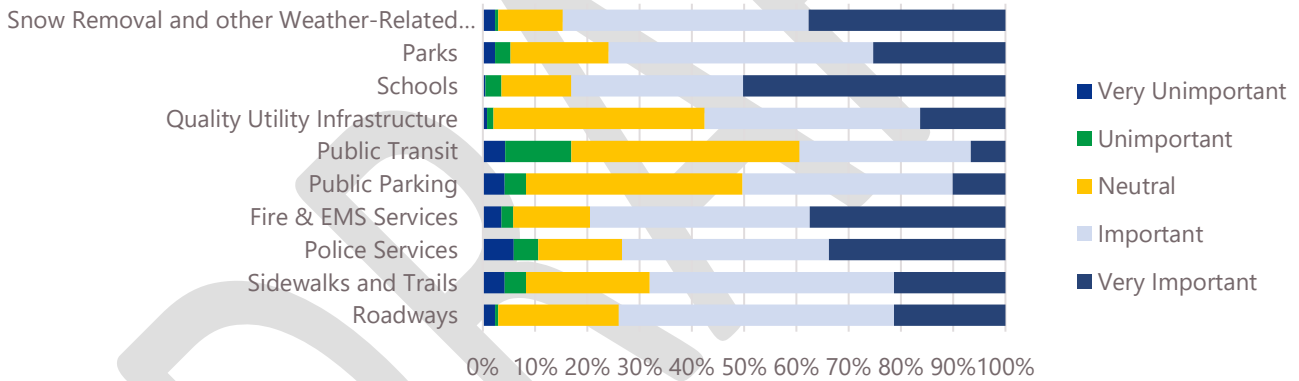
# Marshall Comprehensive Plan Survey

*How would you prioritize the need for quality services in finding a place to live within Marshall? – Per Income Group*

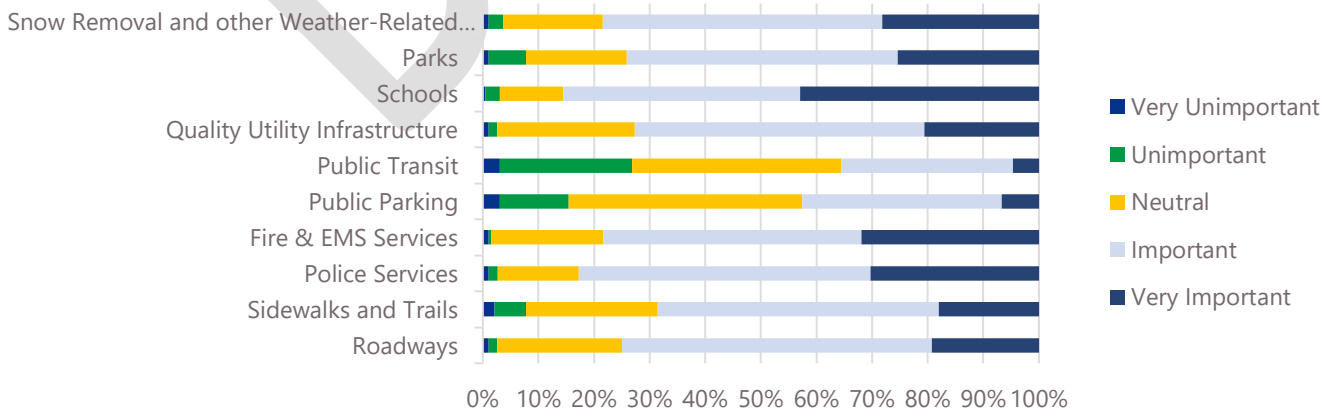
## Less than \$50,000



## \$50,000 to \$99,999



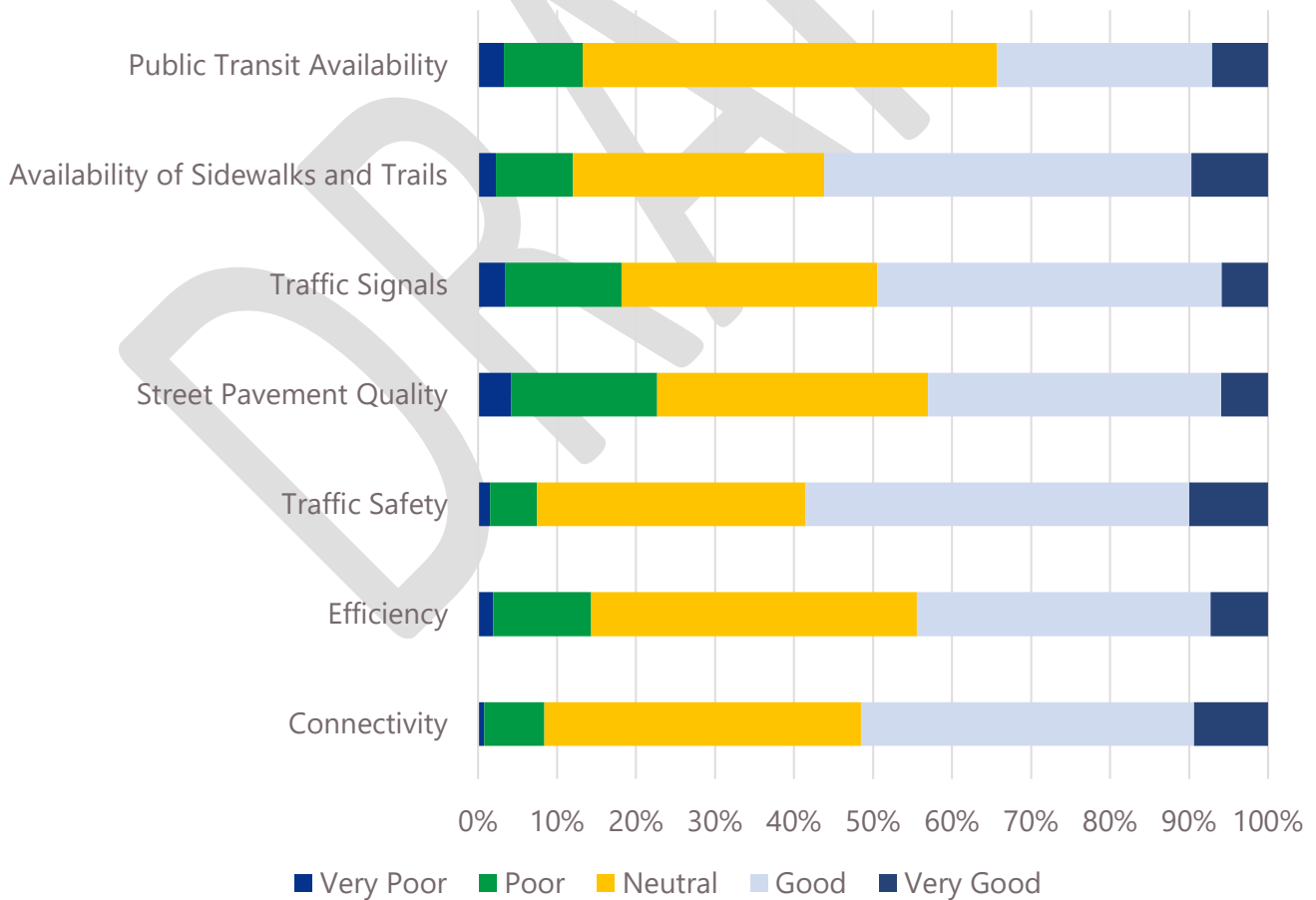
## Over \$100,000



**Thinking of our local transportation system, how would you rate the following items?**

Respondents noted that within Marshall’s transportation system, traffic safety, connectivity, and availability of voice sideways is currently working very well. Alternatively, public transit could be improved.

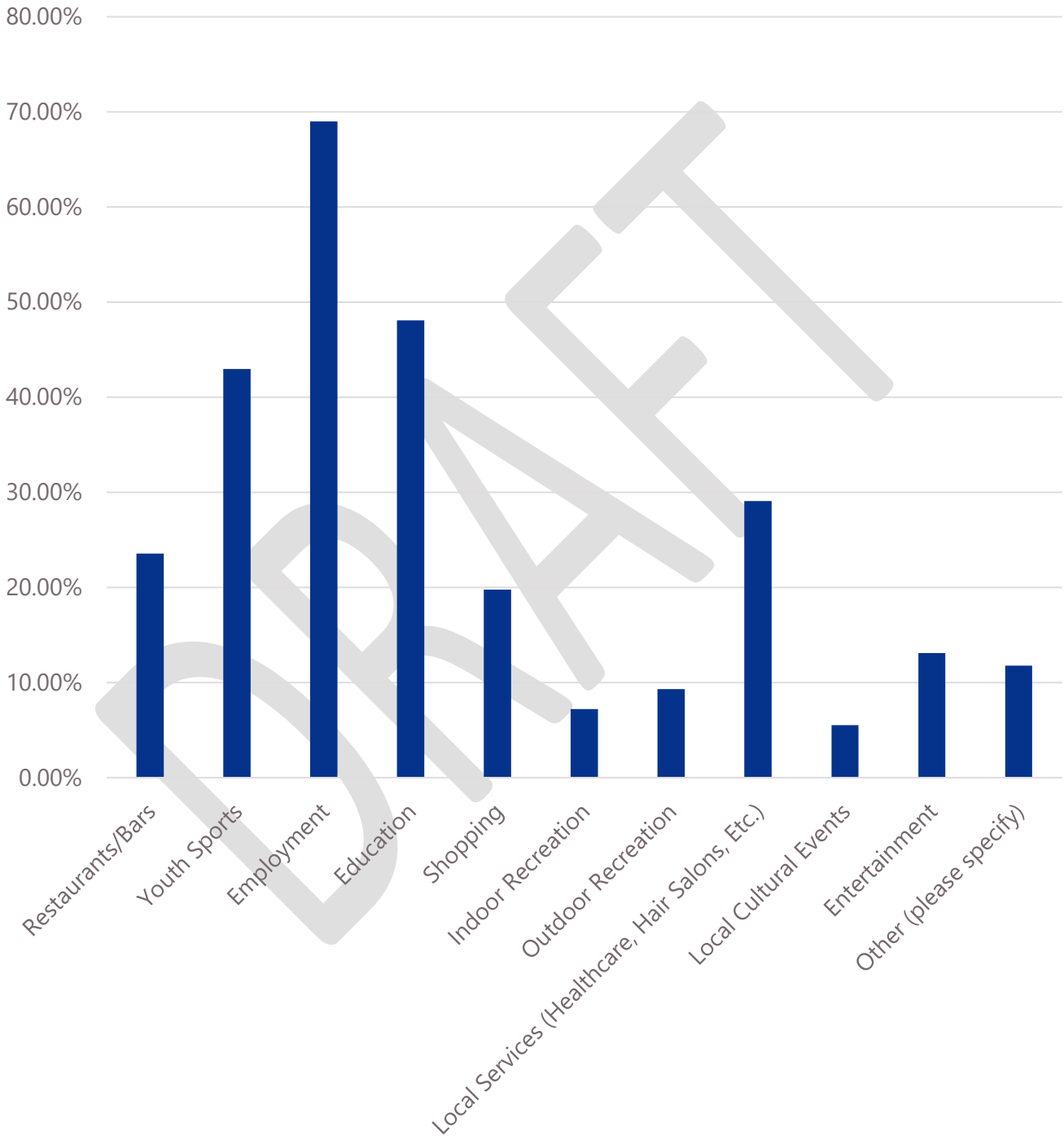
	Very Poor	Poor	Neutral	Good	Very Good
Connectivity (Ability to get from Point A to Point B)	4	40	210	221	49
Efficiency (Ability to get to from A to B quickly)	10	65	216	195	38
Traffic Safety	8	31	178	254	52
Street Pavement quality	22	97	180	195	31
Traffic Signals (Timing and location of stoplights, railroad crossings, etc.)	18	78	171	230	31
Availability of sidewalks and trails	12	51	167	244	51
Public Transit Availability	17	52	274	142	49



### ECONOMIC DEVELOPMENT

#### What do you think attracts people to visit or move to Marshall? Select up to 3

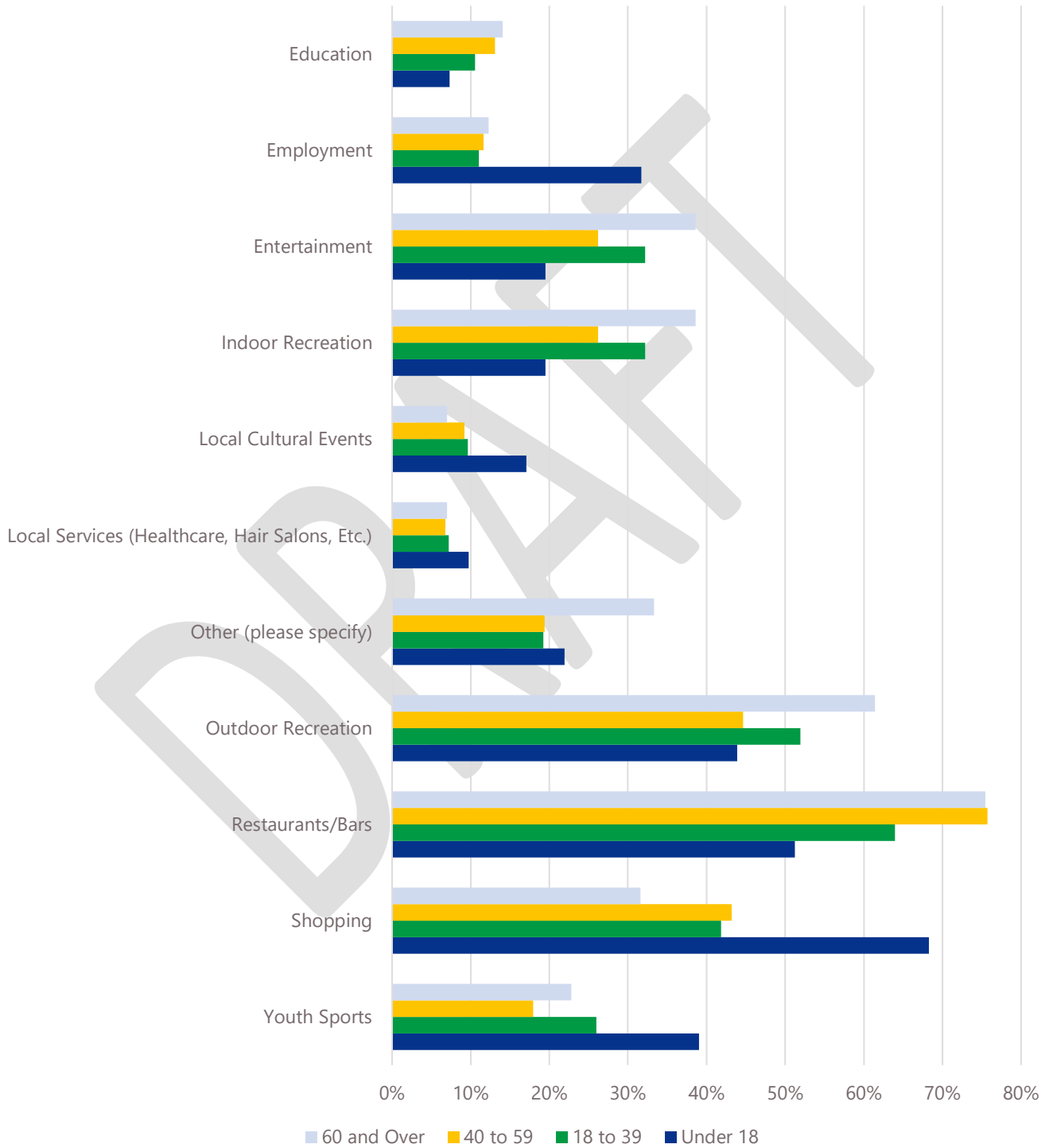
Employment, Education, and Youth Sports are what residents think attracts people to visit or move to Marshall.



## Marshall Comprehensive Plan Survey

### What do you think attracts people to visit or move to Marshall? Select up to 3. – By Age Group

Note: the percentages identified in the table reflect the percentage of each age group that selected that response, rather than the percent of all who answered the question.



**What business, activity, or event exists outside of Marshall that you wish existed here?**

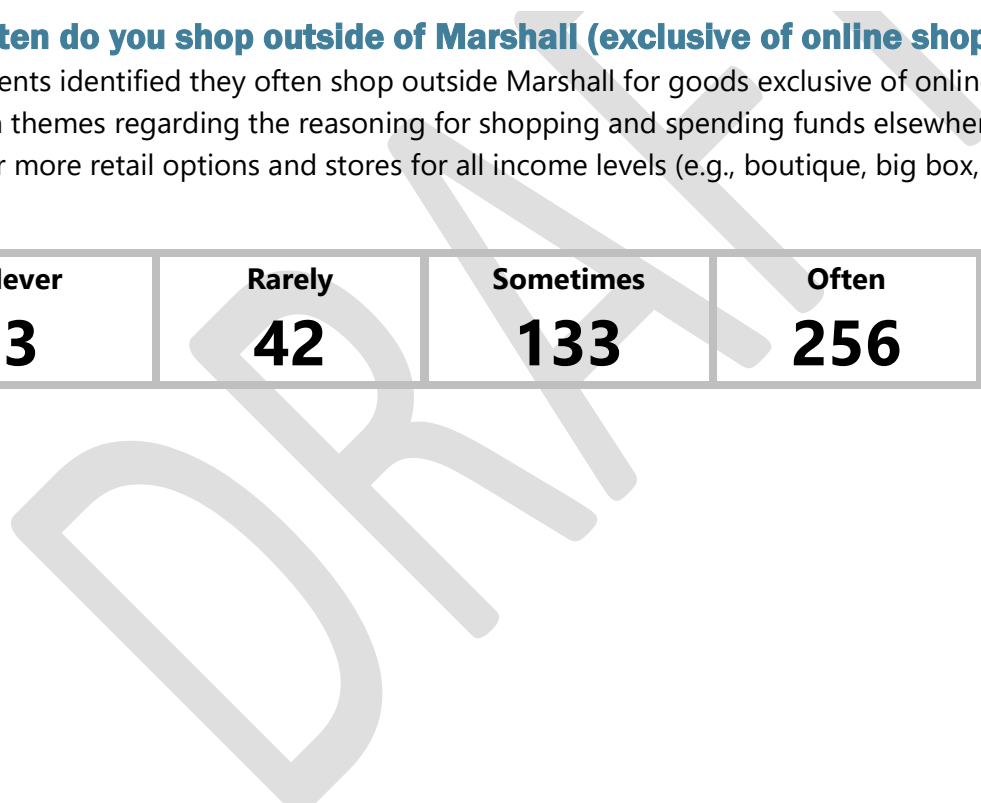
Respondents identified various businesses, activities, or events they wished were in Marshall. Top responses included a bowling alley, Target, additional shopping and restaurant opportunities, more retail options, concert events, and indoor family activities. Specifically, respondents would like to see additional retail and active indoor recreation opportunities.

Target Kohls Large etc entertainment concerts kids indoor center  
 shopping good bowling alley options Target  
 trampoline park Bowling Kohls restaurants mall retail events  
 store activities

**How often do you shop outside of Marshall (exclusive of online shopping)?**

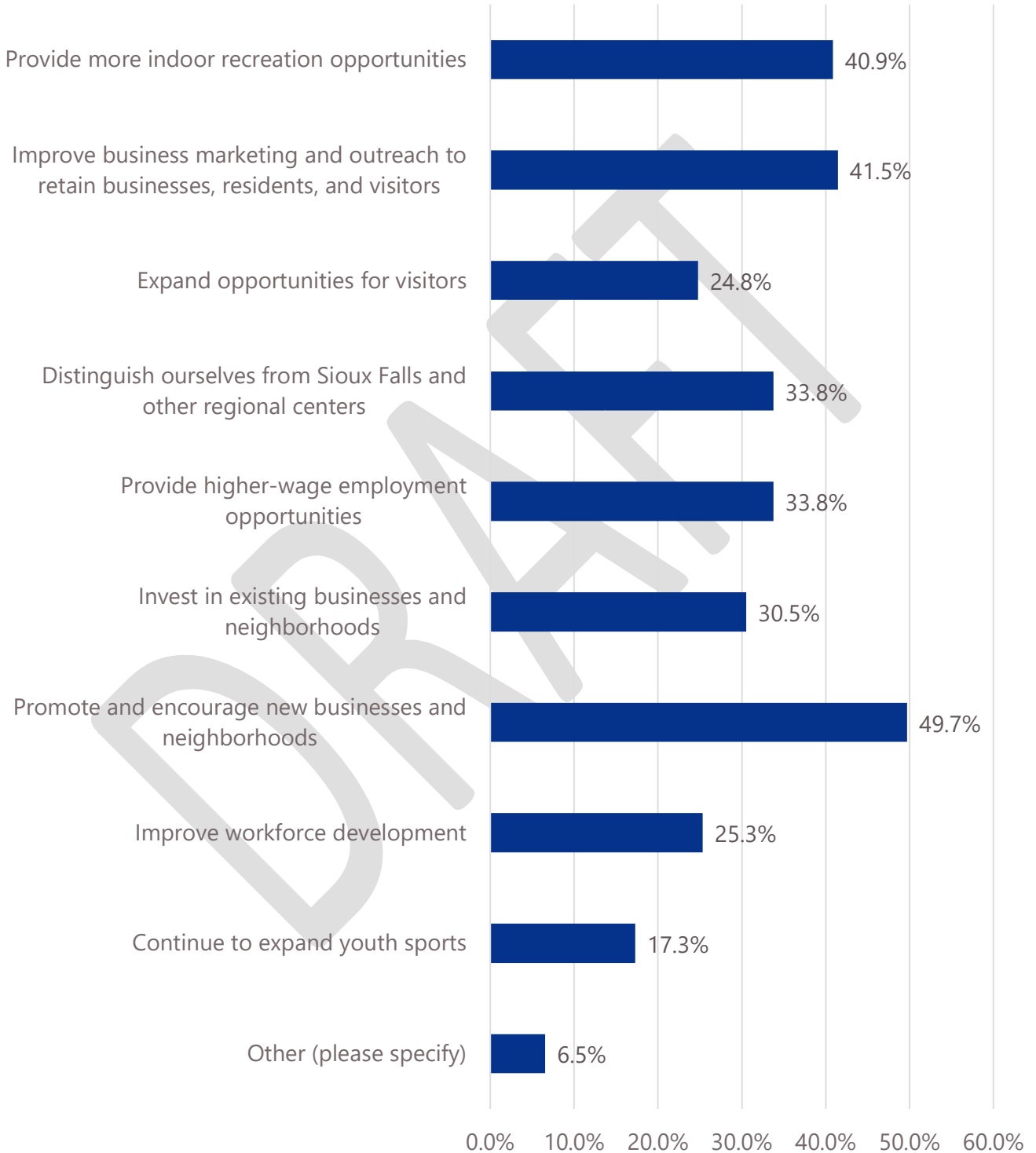
Respondents identified they often shop outside Marshall for goods exclusive of online shopping. Common themes regarding the reasoning for shopping and spending funds elsewhere included the desire for more retail options and stores for all income levels (e.g., boutique, big box, family owned, etc.).

Never	Rarely	Sometimes	Often	Always
3	42	133	256	92



**How should Marshall promote a strong local economy? (Select up to 3)**

To promote a strong local economy, residents think Marshall should promote and encourage new businesses and neighborhoods.

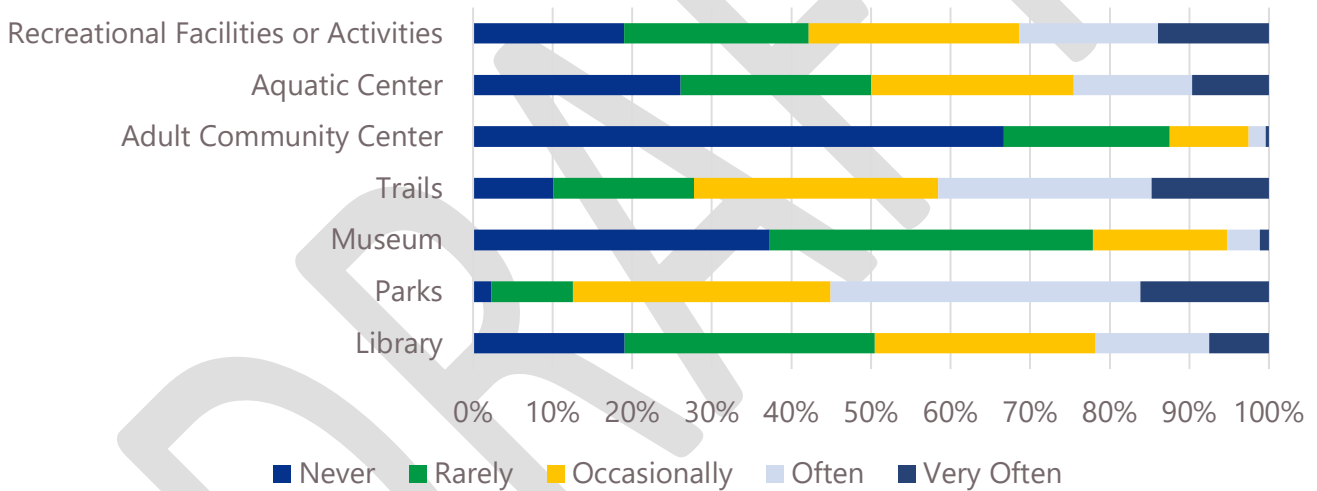


**PUBLIC FACILITIES**

**How often do you utilize the following public facilities?**

Respondents utilize the Parks and Trails very often, but rarely use the Museum, Library, and Adult Community Center.

	Never	Rarely	Occasionally	Often	Very Often
Library	99	163	144	74	39
Parks	12	53	168	202	84
Museum	192	209	87	21	6
Trails	52	91	158	138	76
Adult Community Center	342	107	51	11	2
Aquatic Center	135	124	132	77	50
Recreational Facilities or Activities	98	120	137	90	72



**Over the next 20 years, how should Marshall prioritize improvement to their public facilities? (Please rank from 1 being most important to 7 being least important)**

When prioritizing improvements over the next 20 years, residents would like to see improvements made to the recreational facilities or activities, the aquatic center, and parks first.

**1                      2                      3                      4                      5                      6                      7**

Recreational Facilities and Activities	Parks	Aquatic Center	Trails	Library	Adult Community Center	Museum
--	-------	----------------	--------	---------	------------------------	--------

**Of your top two priorities listed above, please tell us what changes you would like to see.**

Desired improvements to public facilities include improvements to existing facilities, new stores and entertainment options, and tourism opportunities.

updated big new places people opportunities Marshall etc  
 community make facilities see better area  
 aquatic center library parks keep need families  
 trails New aquatic center activities great pool events kids nice  
 options use indoor things

The top responses (in order of frequency) include:

<b>Parks</b>	Maintenance and park enhancements
<b>Aquatic Center</b>	Aquatic center upgrades
<b>Trails</b>	Close gaps, maintain existing structure, identify new needs
<b>Facilities</b>	Continue maintenance and attention through winter months
<b>Activities</b>	Increase activity offerings for all
<b>Kids/Families</b>	Gathering and socializing locations for community members
<b>Indoor</b>	Increase available indoor activities



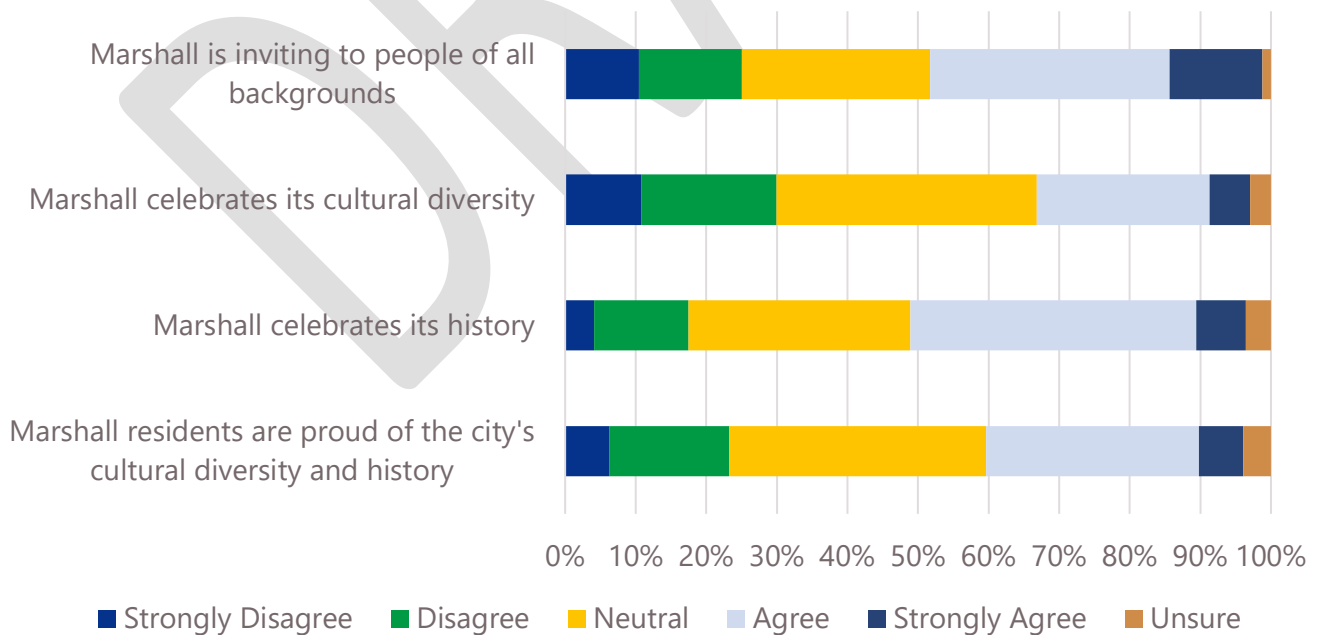


## CULTURAL AND ENVIRONMENTAL DEVELOPMENT

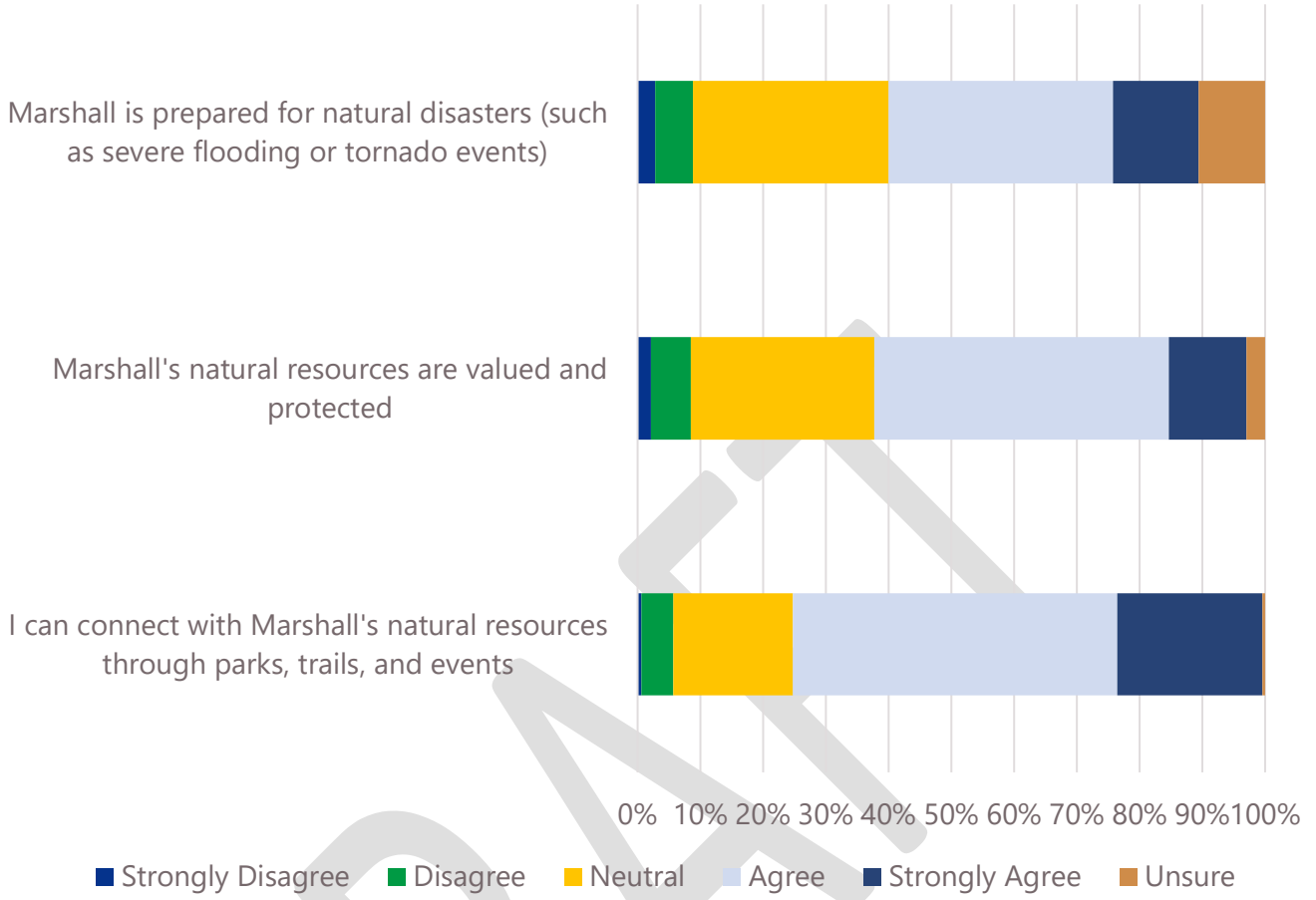
Please select your level of agreement with the following statements:

Respondents had varied levels of agreement with the statements related to cultural and environmental development. Generally, respondents agreed or were neutral about the four statements.

	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree	Unsure
<b>Culture</b>						
Marshall residents are proud of the city's cultural diversity and history	32	86	185	153	32	20
Marshall celebrates its history	21	68	160	206	36	18
Marshall celebrates its cultural diversity	55	97	187	124	29	15
Marshall is inviting to people of all backgrounds	53	74	135	172	67	6
<b>Environment</b>						
I can connect with Marshall's natural resources through parks, trails, and events	3	26	97	563	118	2
Marshall's natural resources are valued and protected	11	32	149	239	63	15
Marshall is prepared for natural disasters (such as severe flooding or tornado events)	14	31	158	182	69	54



# Marshall Comprehensive Plan Survey



DRAFT



**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, March 22, 2022
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Authorize Staff to Acquire Proposals for YMCA Financial Feasibility and Future Recreation Feasibility Study
<b>Background Information:</b>	<p>The City of Marshall in January approved a resolution requesting sales tax authorization for an aquatic center and an indoor recreation facility. Since that time, current proposed legislation does not include an indoor recreation facility due the sentiment that additional information would be needed to garner legislature and public support.</p> <p>Recently the city received a request from the Marshall Area YMCA to study financial viability and future recreation needs as a community and YMCA.</p> <p>Many comparable communities have developed master park plans which includes analyzing future recreation needs as part of their plans. Further, in MN and nationwide, YMCAs have explored or have existing arrangements with cities. (Attached is a summary sheet of a few arrangements—but not inclusive of existing arrangements in the State of MN)</p>
<b>Fiscal Impact:</b>	To Be Determined
<b>Alternative/ Variations:</b>	No Action
<b>Recommendations:</b>	Authorize Staff to Acquire Proposals for YMCA Financial Feasibility and Future Recreation Feasibility Study



FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

YMCA Board of Directors  
Marshall, MN 56258

February 16, 2022

Mayor Bob Byrnes and City Councilmembers  
City of Marshall  
344 West Main Street  
Marshall, MN 56258

Dear Mayor Byrnes and City Councilmembers:

The Marshall Area YMCA has endured great financial stress as a result of COVID-19 and changes in personal fitness arrangements for many members. This has resulted in the loss of 700 membership units since March of 2020. As a result, the future financial viability of the Marshall Area YMCA is at risk. Although we have presented previously to Council that the viability may be in future years, our latest financial review leads us to believe that our current financial situation is more imminent.

Thus, the Marshall Area YMCA Board of Directors hereby requests that the City consider a financial feasibility study of the future of YMCA in partnership with the City of Marshall. This financial feasibility study would examine potential partnerships between the City of Marshall and the Marshall Area YMCA in the area of facilities, recreation and long-term financial stability.

In addition, a presentation to the YMCA Board of Directors regarding the aquatic center also included information on pursuing an indoor recreation facility. The Marshall Area YMCA is interested in pursuing jointly with you a feasibility study on this recreation study on best we can meet the needs of the community.

In order to facilitate the above, we can discuss further the participation financially by the Marshall Area YMCA in both studies.

Please consider this letter a formal request and we would be happy to meet with you to discuss this letter further.

Sincerely,

Marshall Area YMCA Board of Directors

2021 Marshall & YMCA – Partnership Discussion

Other Community Partnerships Fact/Summary Sheet

City	<u>City of Hermantown</u>	<u>City of St. Cloud</u>	<u>City of Mankato</u>
YMCA	<b>Duluth Area Family YMCA</b>	<b>St. Cloud Area Family YMCA</b>	<b>Mankato Family YMCA</b>
City Owned Facility	Essentia Wellness Center	Aquatic and Recreational Facility	Tourtellotte Pool
YMCA Role	Ongoing day-to-day operation of the Essentia Wellness Center following the completion of construction. Including early childcare center as well as other activity conducted on the project by the YMCA such as leasing to a coffee shop and management of scheduling of the use of the community and common areas. Will provide all staffing personnel required to properly operate the property.	Responsible for the management of programs and services provided at the facility. The YMCA will oversee establishing pricing.	Agreement to manage and operate the pool during the summer months.
Contract Term Length	Contract began in 2019 and will terminate prior to December 31 <sup>st</sup> , 2048.	Term is for a period of 20 lease years with option of extension.	Initial contract agreement was a 3-year contract term with automatic renewal every year.
Insurance & Liability	YMCA must have comprehensive general liability insurance that covers the services performed by the YMCA for the City.  City must have property insurance and commercial general liability insurance.	YMCA shall maintain commercial general liability insurance.  City shall maintain “all risk” property insurance.	Both parties shall carry and maintain full force liability insurance coverage.
Notice of Cancellation	Either party can cancel the agreement for any reason upon 180 days written notice to the other party.	No amendment, modification, or termination of this agreement shall be valid unless in writing and duly executed by both parties.	Either party can cancel the agreement for any reason upon 60 days written notice to the other party.
City’s Financial Obligations	The City shall perform capital maintenance and repairs to the entire Essentia Wellness Center including the YMCA project area.	Provide \$10 million for the voter approved local option sales tax towards construction of the building and other necessary improvements.  City is responsible for all maintenance costs of the exterior area and building structure as well as water/sewer expenses.	Pay the YMCA for its related pool management and staffing costs. They will pay 20% above cost for these services. Cost includes labor rates plus benefits. Pay the YMCA the contract amount over three 1/3 payments throughout the swim season.  Responsible for all capital improvements and repairs, utility costs, HVAC repairs, equipment replacement and pool accessories for a safe operation.
YMCA Financial Obligations	Cost incurred by YMCA related to the start-up of the project not to exceed \$300,000.00. Responsible for creating an annual budget for each calendar year to cover all expected expenses and revenue related to the center.  YMCA shall at its own expense, perform routine maintenance and repair of the school exclusive use area, YMCA project area, and common areas.	YMCA will provide an estimated \$10 million in donations from privately driven fundraising campaigns towards construction and building improvements.  The YMCA shall pay as rent the sum of \$1.00 per lease year payable to the City on or before the 1 <sup>st</sup> day of year lease year, and any other sums and charges required to be paid.  Responsible for paying all operational costs as well as regular and routine maintenance.	Responsible for all costs associated with concessions sales and may collect 100% of the revenue.  Collects all pool revenues (general public, after hours use, Mantas, Marlins swim team, etc.) and deposit daily into the City’s bank account.
Additions	There will be a six-member oversight committee	City will be allowed to have two board members (one staff and one elected official) on the YMCA Board of Directors.	

2021 Marshall & YMCA – Partnership Discussion

Other Community Partnerships Fact/Summary Sheet

City	<u>City of Worthington</u>	<u>City of Worthington</u>	<u>City of Worthington</u>
YMCA	Worthington Area YMCA	Worthington Area YMCA	Worthington Area YMCA
City Owned Facility	The Center for Active Living	Allow use of softball diamonds and truckster with ball field groomer/leveler.	Outdoor pool facility
YMCA Role	Responsible for all programming services which may be held at the center, YMCA, or elsewhere.	YMCA promotes, operates, manages and schedules youth programs in addition to the creation and distribution of a summer recreation brochure.	YMCA operates the Aquatic Center and outdoor pool facility on behalf of the City. City Council will be responsible for setting admission rate on an annual basis.
Contract Term Length	One year agreement with the opportunity for extension	One year agreement	States “long-term agreement”
Insurance & Liability	Both parties shall maintain occurrence based general liability insurance.	Both parties shall maintain occurrence based general liability insurance.	Both parties shall maintain occurrence based general liability insurance.
Notice of Cancellation	Either party can cancel the agreement for any reason upon 60 days written notice to the other party.	N/A	Either party can cancel the agreement for any reason upon 60 days written notice to the other party.
City’s Financial Obligations	<p>City pays YMCA \$300.00 per month which sum represents a management fee. Payment is due the first of each month.</p> <p>City shall pay for all expenses associated with the center including, all maintenance, utilities, janitorial, furniture, repairs to the facility; and all program fees, mailing costs, and copying costs.</p>	<p>City agrees to pay a management fee of \$55,620.00 to the YMCA. The management fee shall be paid in twelve equal monthly instalments by the end of the month.</p> <p>City agrees to share in expense of documented cost for any new program offerings agreed upon by both parties.</p>	<p>City shall pay for 100% of the capital expense of the outdoor pool facility as well as all maintenance needed.</p> <p>The YMCA shall provide financials on an annual basis and the City agrees to pay for any operational shortfalls on the outdoor pool facility operations.</p> <p>City to pay 50% of aquatic center director position.</p>
YMCA Financial Obligations	The only expense to be borne by the YMCA, subject to reimbursement, will be the salary and benefits of the coordinator.	<p>YMCA is the recipient of 100% of the program fees collected for each activity promotes as the City’s summer youth recreation program.</p> <p>Agrees to be responsible for 100% of the expenditures including: staff salaries, promotional materials and program offerings promoted by the YMCA and approved by the city as a youth recreation activity.</p>	<p>YMCA shall pay for all maintenance (noncapital) expenses for the indoor pool facility.</p> <p>YMCA to pay 50% of aquatic center director position.</p>
Additions			The outdoor pool will be access from a separate entrance from the YMCA and will provide restroom and locker room facilities.

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, March 22, 2022
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Consideration of renewal agreement options with J&M Displays, Inc., for 4 <sup>th</sup> of July fireworks.
<b>Background Information:</b>	<p>The City of Marshall has a fully executed agreement with J&amp;M Displays, Inc., (previously Pyrotechnic Display, Inc.) for fireworks display at Independence Park on July 4, 2022. (Current agreement included).</p> <p>J&amp;M Displays, Inc., has informed the City that to maintain financial and operational integrity, their company will be implementing a 20% price increase, effective January 1<sup>st</sup>, 2022. (Notification letter included). J&amp;M will honor the 2019 agreed upon fee (\$11,800.00) for 2022.</p> <p>The City has traditionally approved three-year agreements for fireworks to secure the most cost-effective pricing from a reputable vendor. J&amp;M Displays, Inc., is offering the City two options as planning begins for 2023 and beyond.</p>
<b>Fiscal Impact:</b>	A one-year Fireworks Display Agreement (FDA) for 2023 can be secured for \$14,160.00 OR a Multiple Year Agreement (MYA) for 2023, 2024 and 2025 can be secured for a yet-to-be determined amount – both options with J&M Displays, Inc.
<b>Alternative/ Variations:</b>	An additional proposal was solicited from Hollywood Pyrotechnics, Inc., (Eagan, Minnesota) for 2023 at a rate of \$1,000 per minute of display. This proposal is presented at a \$15,000 minimum.
<b>Recommendations:</b>	Council provide direction on securing a 4 <sup>th</sup> of July fireworks display vendor for 2023 (and beyond if desired).



**PYROTECHNIC DISPLAY, INC.  
FIREWORKS DISPLAY AGREEMENT**

This agreement is entered into this 14th day of February, 2019 between Pyrotechnic Display, Inc., a Minnesota Corporation with offices in Clear Lake, Minnesota, ("Pyrotechnic") and city of Marshall Community Services of the City of Marshall, State of Minnesota ("Customer"), for the purchase of a fireworks display. ("Agreement")

**SECTION 1 FIREWORKS DISPLAY**

Pyrotechnic agrees to furnish for the Customer (3) three fireworks display(s), as per the specifications agreed to and made part of this Agreement, on the evening of July 4, 2020, 2021 and 2022 ("Fireworks Display").

**SECTION 2 CONTRACT PRICE**

In consideration for the Fireworks Display, Customer agrees to pay Pyrotechnic the sum of \$11,800.00 (Eleven thousand eight hundred and 00/100 dollars) PER EACH DISPLAY includes sales tax. A service fee of 1.5% per month shall be added to the Contract Price, or any portion of the Contract Price due, if it is not paid within 15 days of the date payment becomes due under this Agreement.

**SECTION 3 MATERIALS AND SERVICES**

Pyrotechnic shall be responsible for providing inventory meeting the specifications for the Fireworks Display, and the services of an operator who will be responsible for preparing and conducting the Fireworks Display. Pyrotechnic shall prepare a final design prior to the Fireworks Display, and the exact specifications will be supplied to the Customer after the final design, upon request.

**SECTION 4 INSURANCE**

Pyrotechnic Display, Inc. shall obtain a Public Liability and Property Damage and Workers Compensation Insurance. Those entities/individuals listed on the certificate of insurance shall be deemed an additional insured per this contract.

**SECTION 5 LOCATION**

Customer shall be responsible for providing a suitable location for the Fireworks Display. Customer shall cooperate with Pyrotechnic to ensure that the site is suitable for the Fireworks Display, and Pyrotechnic shall have the right to reject a proposed site for lack of accessibility, fire or other safety reasons.

In addition to providing the location, Customer shall be responsible for:

- Providing an appropriate staging area, and a minimum spectator setback of 350 feet.
- Providing for the staging area to be roped off or otherwise clearly marked as off limits to unauthorized personnel.
- Searching the fallout area at first light following a nighttime display.
- Providing security, police and fire protection, to ensure 1) that the staging area and the surrounding setback area will be free from unauthorized persons, and 2) the safety of people in or around the display location.

**SECTION 6 WEATHER RELATED POSTPONEMENT AND CANCELLATION.**

Customer acknowledges that the Fireworks Display will be provided so long as weather, and weather related conditions, including but not limited to drought and fire risk, permit. In the event of a postponement of the Fireworks display, Customer shall be responsible for payment based on the schedule below, which shall be due within 30 days of the date agreed to in Section 1. If Customer does not reschedule the Fireworks Display within the twelve-month period, an additional 30% of the Contract Price shall be due from the Customer for damages and expenses relating to the cancellation.

If customer chooses to postpone or cancel the Fireworks Display for any reason, customer shall be responsible for payment of the Contract Price based on the schedule below, which shall be due within 15 days of the date agreed to in Section 1. In the case of postponement or cancellation, Customer shall pay, as an additional fee, the following percentage of the Contract Price.

- At any time prior to the scheduled date of the Fireworks Display, 5% of the Contract Price.
- At any time on the scheduled date for the Fireworks Display, 20% of the Contract Price
- After the commencement of the Fireworks Display, where Pyrotechnic's operator has not determined that the postponement is necessary for weather or weather related circumstances, 100% of the Contract Price.

The Customer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotechnic Display, Inc. in the collection or attempted collections of any amount due under this agreement and invoice.

**SECTION 7 ENTIRE AGREEMENT**

This Contract and the Fireworks Exhibition and Display Program constitutes the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding to the subject matter hereof. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

**PYROTECHNIC DISPLAY, INC.  
FIREWORKS DISPLAY AGREEMENT**

**NOTE: Any changes without Pyrotechnic Display, Inc. approval will cancel agreement.**

**NOTE: This agreement will be withdrawn if not accepted within 45 days.**

IN WITNESS WHEREOF, the undersigned executed this Contract by and through their authorized representatives whose names appear below.

Signed on: 3-27, 2019.

Signed on: March 26, 2019.

**PYROTECHNIC DISPLAY, INC.**

BY: Dale M. Nowak  
BH

**CUSTOMER:**

BY: [Signature]

Its duly authorized agent, who represents he/she has full authority to bind the customer.

NAME: Dale M. Nowak  
(PLEASE TYPE OR PRINT)

NAME: Robert Byrnes  
(PLEASE TYPE OR PRINT)

ITS: Display Sales and Design

ITS: Mayor

Pyrotechnic Display, Inc.  
9405 River Road SE  
Clear Lake, MN 55319  
Telephone: (800) 507-9074, Ext. 1

Address: 344 W. Main St.  
City/State: Marshall, MN  
Zip Code: 56254  
Telephone: (507) 537-6760  
Email: Kyle\_Box@ci.marshall.mn.us



# FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 8th day of March, 2022, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and City of Marshall, Minnesota, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$14,160.00 program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of Tuesday, July 4th, 2023 at approximately 10:15 pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

**1. Firing of Display (check one of the below options):**

- Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.
- Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display.

**2. Payment. The Buyer shall pay to the Seller (check one of the below options):**

- the sum of \$0.00 as a down payment upon execution of this Agreement. The balance of \$14,160.00 shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 1/2%) per month shall be added to the unpaid balance if the account is not paid in full within the fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- \$ \_\_\_\_\_ in full by \_\_\_\_\_ (70 days prior to event date).  
The Buyer will receive the 8% prepayment bonus product in this fireworks display.
- \$ \_\_\_\_\_ in full by \_\_\_\_\_ (30 days prior to event date).  
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

**3. Postponement/Cancellation.** Displays postponed to an alternate date will be charged an additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date.

In the event the display is cancelled and not re-scheduled, J&M Displays, Inc. shall be entitled to 20% of the contract price for out of pocket expenses incurred in preparation for the show.

**4. Rain Date.** Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of \_\_\_\_\_ or another date as agreed to by both parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.

**5. Insurance.** If Seller is firing the show, Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

**6. Buyer agrees to provide:**

- (a) Sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) Protection of the display area by roping off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Dry, clean sand, if needed, for firing.
- (e) Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display for anything that may have been missed at the night search.
- (f) Necessary local permits.

**7.** No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

**8.** It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement. The Agreement shall not be construed to have been drafted, authored, or written by any specific Party. Rather, the Agreement shall be construed as co-drafted, co-authored, or co-written by the Parties. Therefore, the Agreement shall not be construed against any Party on the claim or basis the Agreement was drafted, written, or authored by any specific Party.

**9.** The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

**10. Excluded Damages and Limitation of Liability.** Except for claims covered by Seller's applicable general liability insurance, notwithstanding any provision to the contrary in this Agreement:

- (a) In no event shall Seller be liable to Buyer or any third party for any loss of use, revenue or profit or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.
- (b) In no event shall Seller's liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount paid or payable to Seller pursuant to this Agreement.

**11. Choice of Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as provided in paragraph one above. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each Party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: Mark Hanson  
J & M Displays, Inc.  
SELLER

BY: Scott VanDerMillen/City of Marshall, MN  
BUYER

Please include the **DISPLAY INFORMATION FORM** with this Agreement so your order is processed accurately.



# MULTIPLE YEAR AGREEMENT

This Agreement is made and entered into this 8th day of March, 2022, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business in Yarmouth, Iowa, hereinafter referred to as Seller, and the City of Marshall, Minnesota, hereinafter referred to as the Buyer. Whereas, the parties agree as follows:

1. Seller is in the business of providing fireworks displays. More specifically, Seller is in the business of providing fireworks for display.
2. Buyer hereby agrees to purchase all of their fireworks exclusively from Seller for the next three years (2023, 2024, 2025). In consideration thereof, Seller hereby agrees to provide bonus product to the Buyer in an amount based on the total dollars of fireworks purchased by Buyer for a given year. The Seller will have the final choice of bonus product but said product is to be fireworks of like quality and condition as the fireworks purchased by Buyer from Seller for the given year. The bonus schedule is as follows:
  - 1st year: Bonus product equaling a dollar value of **5%** of the total fireworks dollar value purchased by Buyer (total dollar value is fireworks only and excludes cost of insurance, shoot fee, taxes, etc.);
  - 2nd year: Bonus product equaling a dollar value of **10%** of the total fireworks dollar value purchased by Buyer (total dollar value is fireworks only and excludes cost of insurance, shoot fee, taxes, etc.);
  - 3rd year: Bonus product equaling a dollar value of **15%** of the total fireworks dollar value purchased by Buyer (total dollar value is fireworks only and excludes cost of insurance, shoot fee, taxes, etc.).
3. In addition to the "bonus product" described above, Buyer will also be entitled for each year of this Agreement to receive 8% of bonus product of like quality and condition as the fireworks purchased by the Buyer for the given year if Buyer provides an early order (all paperwork and payment for the fireworks display provided to Seller at least 70 days prior to display date). In the event that Seller should increase the amount of its bonus product percentage for "early order" for the years of this exclusive Agreement, Seller agrees to match the increased bonus product percentage for Buyer these given years.
4. In no way is Buyer obligated to purchase fireworks from Seller for any of the years covered by this Agreement. Rather, Buyer is only obligated to purchase fireworks from Seller should Buyer opt, at Buyer's sole discretion, to have a fireworks display at its events for the years in question.
5. Extension: The final year of the Multiple Year Agreement the buyer will have the option to extend the Multiple Year Agreement for an additional three years if both parties mutually agree and a Multiple Year Agreement Extension is completed and signed.
6. Termination: This Agreement will expire three (3) years from its execution. The Buyer or Seller may terminate this Agreement within 30 days after their fireworks display date. If Agreement is not terminated within the 30-day deadline, this Agreement will be in full force and effect for the following year.

J & M DISPLAYS, INC.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

Item 12. \_\_\_\_\_

\_\_\_\_\_  
Date



Bennie Netzley  
Manager / Display Operator

Hollywood Pyrotechnics, Inc.  
1567 Antler Point  
Eagan, MN 55122  
bennie@hollywoodpyrotechnics.com  
651-454-7976 or 763-218-1638 cell  
1-866-PYR0411 (797-6411) toll-free

## **Marshall 4<sup>th</sup> of July Fireworks Proposal from Hollywood Pyrotechnics, Inc.**

Hollywood Pyrotechnics is a Minnesota based fireworks company, founded in 2002 with the focus of great fireworks products, great service start to finish and every show choreographed and electronically fired. We pride ourselves on great displays with wonderful products – many of which we specifically design in our trips to the factories each fall.

Below are typical RFP requests, and our responses. Some provide options or variations that we can work through based on your needs or desires. Overall though we will seek to guide you towards the best display possible for your site and audience viewing angles. We focus on safety first, but pride ourselves on the fantastic show we can present.

A typical 4<sup>th</sup> of July display runs \$1,000 per minute for an exciting display of the intensity and scope that will impress the citizens of your city. We typically quote a price and aim for a ballpark duration that we mutually agree upon. Duration is an estimate as we give our lead operators freedom to vary the pace of the display based on real-time audience feedback.

At this time, we cannot offer a contract for 2022 as we do not have a licensed fireworks operator available to do your display, nor do we have a CDL licensed driver to transport the fireworks from our warehouse to you. Our hope is that we will be able to groom a new Lead Operator and Driver by 2023, but do note that this proposal is contingent on adding said individuals to our staff list.



Key consideration elements:

1. Description of the show

1. Estimated length of time for the display

A general "rule of thumb" estimate is \$1000 per minute of display. For a 4<sup>th</sup> of July display, our minimum budget is \$15,000 as we need to recover the costs of adding a new display to our schedule – equipment must be purchased or built, crew trained, etc... We can accommodate any budget at or above the \$15,000 minimum, with the typical city display coming in at \$20k-\$25k.

2. Minimum/maximum height of the display

Height of the display depends on the sizes of shells used. NFPA 1123 requires a minimum of 70' per inch diameter shell as a safety zone clear of people, cars, occupied buildings. Roads that fall within a safety zone must be closed ½ hour before the show, and remain closed until the crew does a "dud" search and determines the road to be safe for the general public to enter. This typically takes around 45 minutes, but could be double that if a dud shell is found.

3. Total shell count

I do not bid on shell count. Typically where this is asked I just don't bid. This is such a fallacy in the industry, and is often very wrong. Worse yet, if it is accurate, and the count is high, it means it is very low cost shells, or very small shells being offered, often resulting in a poor quality display. Hollywood Pyrotechnics provides high quality shells, which carry a higher cost, but also have more effects, brighter colors, and longer duration. If your primary determining factor is shell count, stop reading, and throw this away. If your goal is a great display, then please look to our story, our references and our ability to really WOW your audience. And not through shell count, but through shell quality and choreography usage.

4. Descriptions of the shells used, including size and brand names

We have been traveling to China, and working with the factories there for a couple decades now. We have seen a lot, shared a lot and helped build new brands and new product effects. The brands we use are ones we have spearheaded on import into the USA. Today 98% of the world's fireworks are manufactured in China, and 90% of that is from one area – Liuyang in Hunan China. Doesn't matter if the shell is a Chinese effect, Japanese effect, Spanish effect, Italian effect or even American effect – they are all made there. We pick a great balance between exceptional quality and reasonable cost to select a wide range of effects, paying more for longer duration, more diverse and brighter colors and often unique and highly detailed effects.

In a display we use shells from 2.5" through 8" in size, depending on available safety zone. Smaller shells are fired in volleys, and larger shells are crowning glory over the walls of effects. Additional multi-shot cakes with tube sizes of 1" to 2" are often used to provide fast movement (fans), as well as a fast repetitive base effect. These change the pace of the display and provide for some incredible presentation.

We maintain a mix of large and smaller shells, creating a moving sequence of effects in the night sky. If all the effects go into one spot in the sky, it gets boring, and it also gets clouded with smoke, which mutes the colors.

Our primary brands of shells and cakes include; Red Eagle, Celebration, Tang Hua and YiHeLong. All customized and imported by Hollywood Pyrotechnics.





5. Special features or highlights used in the display

To us the entire display is special... but as some details we provide for some great Red / White and Blue segments, as well as great and unique shells. Some of the unique shells we offer are Ghost shells – the surface of the shell moves across it with color change from dark to light to dark, giving a moving or rotating appearance. Quadrant shells – not just a half and half color effect, but a set of 4 colors in separate quarters of the shell. It's a really fun looking effect. Crossettes provide for a break with multiple points of light, then each breaking into 4 separate points of light. Wind Bell is a long hanging and spinning strobe effect, that we usually cap off a finale with. Intense Gold in the Finale – a traditionally Spanish effect is an amazing sight to see with traces of gold cross crossing through the dark night sky in a wide presentation and continuing for some time.



6. List unique or creative fireworks your company can supply

Following are just some of the unique and special firework effects we provided in 2021 to customers all over the upper Midwest – providing jaw dropping displays again and again.

- 2.5in Chain of 10 Shells - Gold Willow to Variegated
- 2.5in Chain of 10 Shells - Golden Strobe
- 2.5in Chain of 10 Shells - Brocade Crown Kamuro to Variegated
- 2.5in Chain of 10 Shells - TI Salute with One Double Crackle
- 3in Chain of 10 Shells - Variegated Ring w/White Strobe Pistil
- 3in Chain of 10 Shells - Corolla and Red Special Strobe Pistil
- 3in Chain of 10 Shells - Brocade Chrys with Color Strobe Pistil
- 3in Chain of 10 Shells - TI Salute with 1 Double Crackle w/Tail
- 4in Chain of 3 Shells - Variegated Peony to Brocade Ring
- 4in Chain of 3 Shells - Gold Strobe Crossette and Brocade Ring
- 4in Chain of 3 Shells - Brocade Crown to Red Strobe and Red Strobe Pistil
- 4in Chain of 3 Shells - Red Heart
- 4in Chain of 6 Shells - 2x (Red Crossette Glitter Crossette Blue Crossette)
- 4in Chain of 6 Shells - TI Salute with One Double Crackle
- 4in Chain of 6 Shells - Purple Crossette w/ Lemon Pistil
- 4in Chain of 6 Shells - Red Ring w/ Variegated Go-Getters
- 4in Chain of 6 Shells - Super Gold Willow (Very Long Duration)
- 5in Chain of 3 Shells - Midnight Snow Ring and Double Color Peony
- 5in Chain of 3 Shells - Brocade Crown Chrys
- 5in Chain of 3 Shells - Smiley Face
- 5in Chain of 3 Shells - White Strobe w/ Red Crossette
- 5in Chain of 3 Shells - Silver Ring with Blue Pistil & Brocade Crown Ring w/ Silver Crackling
- 5in Chain of 3 Shells - Brocade Chrys with Color Strobe Pistil
- Red Peony with Glittering Golden Palm Tree Core
- White Peony with Glittering Golden Palm Tree Core
- Blue Peony with Glittering Golden Palm Tree Core
- Red Ring with White Strobe Core
- White Ring with Red Strobe Core
- Blue Ring with White Strobe Core
- Dark to Red Peony with Silver Kamuro Ring
- Dark to White Peony with Silver Kamuro Ring
- Dark to Blue Peony with Silver Kamuro Ring

Hollywood Pyrotechnics – Proposal for Marshall, MN



Silver Glittering Willow with Red Strobe Pistil  
 Silver Glittering Willow with White Fish Pistil  
 Silver Glittering Willow with Blue Pistil  
 Gold Horse Tail to Green Glitter Strobe  
 Gold Horse Tail to Red Glitter Strobe  
 Gold Horse Tail to Orange Glitter Strobe  
 Moving Star Red and Green Variegated  
 Moving Star Yellow and Purple Variegated  
 Moving Star Red and Blue Variegated  
 Crackling Rain with Purple  
 Crackling Rain with Blue  
 Crackling Rain with Pink  
 Tourbillion and Blue Stars  
 Tourbillion and Red Stars  
 Whistle and Green Stars  
 Gold Willow to Purple with Purple Pistil  
 Gold Willow to Green with Green Strobe Pistil  
 Gold Willow to Red with Red Strobe Pistil  
 1/4 Red 1/4 Blue 1/4 Green 1/4 Yellow Peony - Quadrants  
 1/4 Pink 1/4 Purple 1/4 Lime Green 1/4 Blue Peony - Quadrants  
 1/4 Red Strobe 1/4 Orange Strobe 1/4 Green Strobe 1/4 Silver Strobe Peony - Quadrants  
 Red Crossette  
 Gold Crossette  
 Silver Crossette  
 Brocade Crown to Red  
 Brocade Crown to White Strobe  
 Brocade Crown to Blue  
 Red Dark Red  
 Red/ White /Blue Wave  
 Red to Delayed Crackle  
 Silver Crackling Crossette  
 Silver Time Rain Crossette  
 Red Coconut Tree Crossette w/ Silver Coconut Pistil  
 Magenta Peony  
 Red & Green Peony  
 Cycus Bloom to Color Tips  
 Diadem Chrys to Red w/ Blue Pistil  
 Brocade Crown Kamuro to Variegated  
 Golden Strobe w/Green Pistil  
 Special Color Strobe  
 Special Green Strobe  
 Special Lemon Strobe  
 Special Orange Strobe  
 Special White Strobe  
 Special Red Strobe  
 Variegated Strobe  
 White Strobe Willow  
 Willow to Dark to Multi Color (Red Blue Green Yellow)  
 Green Strobe w/Red Go Getter  
 Red & Green Go Getter  
 Purple Go-Getter  
 Color Dahlia w/Silver Flash Pistil  
 Purple Dahlia  
 Green Ring to Crackle Star w/ Red Pistil  
 Dragon Eggs with Palm Core  
 Gold Crackle Chrys with Green Pistil  
 Silver Crackling Willow w/ Blue Dahlia  
 Gold Willow to Variegated  
 Brocade Chrys with Color Strobe Pistil  
 Brocade Crown to Blue w/Golden Strobe Pistil  
 Brocade Crown to Crackling Willow  
 Glittering Silver to Red to Blue  
 Red to White to Blue Peony  
 Blue to Red to White Strobe  
 Red Coconut Tree Crossette w/ Silver Coconut Pistil  
 Silver Ring with Blue Pistil & Brocade Crown Ring w/ Silver Crackling  
 Gold Light Band to White Strobe  
 Gold Strobe Peony w/ Blue Pistil  
 Red Special Strobe

White Strobe w/ Green Go Getter Pistil  
 Hundreds Dragons Dance shells  
 Whistles and multi-color bees shells  
 Eight Flowers Chrysanthemum  
 Brocade Crown to Crackling Willow  
 Golden Silk Chrysanthemum w/ Red Glitter Pistil  
 Super Gold Willow (Very Long Duration)  
 Red Chrys with Coconut Pistil  
 Gold Wave to Purple Chrysanthemum  
 Brocade Chrys With Multi-Color Strobe Pistil  
 Silver Wave to Blue  
 Silver Wave to Green  
 Silver Wave to Red  
 Brocade Waterfall / Horsetail with Green falling Leaves  
 Brocade Waterfall / Horsetail with Purple falling Leaves  
 Brocade Waterfall / Horsetail with Red Falling Leaves  
 Glittering Crown Dahlia  
 Twilight Glitter to Purple Star with Green Strobe Pistil  
 Brocade Crown to Red Star with White Strobe Pistil  
 Orange / Violet / Lime Dahlia with White Glitter Pistil  
 Red Peony to Blue Peony with White Strobe Pistil  
 Red / Blue / Green / Yellow Quadrant Peony  
 Pink / Purple / Lime Green / Blue Quadrant Peony  
 Red / Blue Falling Leaves  
 Half Purple Half Green Peony with Silver Kamuro Ring  
 Jelly Fish  
 Sunglow Glitter to Purple Star Butterfly  
 Color Kaleidoscope (R G Y B P) <Stained Glass>  
 Multicolor Strobe Waterfall (red green lemon orange )  
 Crossing Timed Rings (Red Grn Pur) Ghost Shell  
 Silver Glitter Crown to Red and Blue  
 RWB Stained Glass  
 Multi Color Strobe  
 Blue Peony w/ Coco and Red Pistil  
 Gold Spangle w/ Green Pistil  
 1/4 Red Green Purple Yellow Peony W/ Pistil  
 Aqua Peony in Pink Circle W/ Brocade Waterfall Pistil  
 Blue Cherry Blossom  
 Golden Silk Chrysanthemum  
 Hundred Bees  
 Multi-Color Small Flowers W/ Crackling Balls  
 Nishiki Kamuro Niagara Falls  
 Nishiki Kamuro Shell  
 Red Cherry Blossom  
 Gold Glitter with Red Strobe Glittering  
 Red/Blue/Green/Yellow Quadrant Peony  
 Red Strobe/Orange Strobe/Green Strobe/White Quadrant Strobe  
 Brocade ring to pink with sky blue pistil  
 Green to Purple Sweeper Ring  
 Lemon Ghost Ring  
 Golden Willow  
 Red Ghost Shell  
 Silver Ghost Shell  
 Blue Ghost Shell  
 Wind Bell  
 Gold Brocade Horsetail  
 Red and Green Crossette with Tail  
 Double Petal w/ Pistil Gold Ti-Willow w/ Aqua Pistil and Purple Inner Pistil  
 1/2 Purple 1/2 Silver w/ 1/2 Silver 1/2 Purple Pistil  
 Stained Glass with Gold Strobe Pistil  
 Jelly Fish Pattern  
 Thousands of Color Chrysanthemum with Red Crossettes  
 Platinum Ordo Nishiki w/ Green Pistil  
 Multi Color Dahlia w/ Gold Palm Pistil  
 Purple Peony to Many Red Flowers  
 Giant Golden Silk Chrysanthemum with Rising Red Flowers  
 Windbell - Strobe Red  
 Windbell - Strobe White  
 Brocade Crown to Red Strobe

7. Space requirements

Minnesota Statutes and NFPA 1123 requirement dictate a minimum safety distance of 70 feet per inch diameter of shell. So a 3" shell is 210 feet, 5" is 350 feet and 8" is 560 feet, as some examples. Generally we seek a larger space than this, to accommodate some wind and or other factors that may affect safety. Additionally a wider area will allow us to setup walls of effects that create a wider field of view of the audience, increasing the excitement for the show. Generally we look for about 100 feet per inch diameter of shell, and or the ability to shift or move around some to accommodate wind. Other options can be optionally closing some areas, expanding the safety zone, should weather call for the need.

8. Written description of set-up and take-down procedures, including equipment or supplies used

Hollywood Pyrotechnics uses mortar racks with high quality HDPE mortars in racks that are screwed, glued and painted to provide long life and stable operation. The racks are setup on the field and secured into pods. The fireworks are loaded, wired and checked a pod at a time. Pods can be loaded in the rain/snow, and then covered and secured with plastic to provide exceptional weather protection. We can setup and fire rain or shine.

The field is clear of all personnel during firing, allowing all crew members to act as security and monitors for the display. Once the display is complete a 15 minute 'cool down' period is observed before entering the field and checking mortars. During that period the outer regions of the display site are checked for any possible duds, working our way inward. Finally the racks are checked and confirmed or cleared to be empty and then teardown of the site begins. Equipment is put away, and then the field is cleaned up including collection of all larger debris in the field. The area is again checked for any remaining live material, and then the team departs. A crew member checks the field again in the morning with daylight to examine for anything that may have been missed.

9. Clean-up procedures, including inspection of grounds

As noted above, cleanup is done the night of the display, with inspection of any remaining live material the night of the display as well as the next morning.

10. All Federal and State permits and regulations must be obtained and met.

We do all our work 'by the book'. Copies of some of our federal licenses, permits and operating certificates are available for BATFE, DOT, PHMSA and more.

11. Copy of Certificate of Liability Insurance

We will provide a Certificate of Liability Insurance upon signing of the contract. All of our displays carry a \$2 Million limit, which is above and beyond the \$1.5 Million policy that Minnesota State Law requires.

12. Letters of Reference with contact names and phone numbers from Minnesota cities or events that have hired your company within the past two (2) years

Multiple twin cities events have repeatedly used Hollywood Pyrotechnics year after year. Following are some post display comments or notes provided to us, and their contact information.

- Blaine 4<sup>th</sup> of July -

*Hi Mira – it was an awesome show! I heard so many positive comments. THANK YOU! Keep us on your calendar for next year*

Shari Kunza | Recreation Manager | Blaine Parks and Recreation  
10801 Town Square Drive | Blaine, MN 55449 | 763-717-2723  
[skunza@ci.blaine.mn.us](mailto:skunza@ci.blaine.mn.us)

- St. Louis Park 4<sup>th</sup> of July

*Mira,*

*In municipal government, you rarely hear the positive comments from residents. The email below was a great surprise and it isn't the only positive comment we received regarding your fireworks display. We even had a council member go out of their way to let us know how impressed he was with your show. I have heard from numerous individuals how you had a finale after the finale...which was awesome!*

*I was at a different show in a different community and I was sorely disappointed. I have found myself starting to time entire shows and evaluate to see how sporadic the fireworks are. You have taught me so much about this industry.*

*Mira, you and your crew do amazing work! Please pass these comments to Dick and the crew and thank them for all the hard work they do to make the St. Louis Park 4th of July event the best it can be.*

*>> WOW!!! It was another spectacular fireworks show. I live near Aquila Park and have been >> able to walk over to the park to enjoy the display for many many years, and I think that this >> was one of the best you've put on. It was exciting from beginning to end, with no long pauses >> between rockets, and the finale was especially wonderful. Thanks to everyone for all their >> hard work - it was well worth it, and is another reason I love living in this community.*

Jason T. West, CPRP

Recreation Superintendent | City of St. Louis Park

3700 Monterey Dr., St. Louis Park, MN 55416

Office: 952-924-2554

[www.stlouispark.org](http://www.stlouispark.org)

[jwest@stlouispark.org](mailto:jwest@stlouispark.org)

- Chisago Aug 20<sup>th</sup> Chi Ki Saga Days

*Was awesome!! Thank you !!*

Doris Zacho

Chisago Parks and Rec

[dzacho@ci.chisago.mn.us](mailto:dzacho@ci.chisago.mn.us) | Fax: 651-257-0695 | phone: 651-257-4162

[www.ci.chisago.mn.us](http://www.ci.chisago.mn.us)

- East Bethel July 16<sup>th</sup> East Bethel Booster Days

*Yes!!!! I was just going to send you an email! Let's get the agreement going for next year.*

Mark DuCharme

Fire Chief / Emergency Management Director

City of East Bethel

2241 221st Avenue NE

East Bethel, MN 55011

763-367-7886

[mark.ducharme@ci.east-bethel.mn.us](mailto:mark.ducharme@ci.east-bethel.mn.us)

- Hay Days Sept 10<sup>th</sup> – largest US Snowmobile swap meet (30,000 attendees)

*I just got a minute to sit down and tell you that I'm so proud of you guys and what a great job you did on the fireworks show.... We are the talk of the area. Everyone loved it, it was amazing Thank you. Thank you. Keep this weekend open for next year thank you Meshell*

Meshell Gorsegner  
Planner/Buyer  
(763) 572-4572  
5280 Main Street NE  
Minneapolis, MN 55421  
[mgorsegner@kurt.com](mailto:mgorsegner@kurt.com)

- Black Bear Casino Anniversary – Carlton MN – Aug 19<sup>th</sup>

*Mira, I wanted to touch base with you before you contacted me. I apologize, I was out of the office yesterday. Your display was AMAZING! I was watching the crowd and there was not a single face that was not staring at the sky and a look of awe. It will be talked about for a very long time (like last year...they hype from that was still going strong). I loved the final firework and how that just hung in the air! Amazing is such an understatement. You did a fantastic job...pleasure to work with you. Thank you!*

Becky Armstrong  
Marketing Assistant/Black Bear Casino Resort  
E-mail: [beckyarmstrong@fdlrez.com](mailto:beckyarmstrong@fdlrez.com)  
DIR/ 218.878.2417  
FAX/ 218.878.2419

I could list dozens more... but I believe this gives a general idea of our exceptional work, product and focus to great fireworks displays!

NOTE:

1. Additional items used in the proposal may include sample of shows through the use of video or other information as the pyrotechnic company sees fit to include. Hollywood Pyrotechnics has a YouTube Channel. You may examine our shows posted there. The real interesting ones however are more of what the audience has videoed and their comments while filming and being amazed. YouTube: [www.YouTube.com/user/HollywoodPyrotech](http://www.YouTube.com/user/HollywoodPyrotech)

2. Fireworks are ignited electronically.  
100% of Hollywood Pyrotechnics displays are electrically fired with professional firing equipment from PyroMate.

3. Fireworks display is continuous, with minimal gaps between displays.  
We preload mortars 100% and fire for dramatic effect throughout the show.

It is our focus to provide the best possible display for Marshall, with a professional display team. You can confirm our safety record with the State Fire Marshal. Know that we go the extra step to provide a great display, as our greatest reward is the cheers of the amazed audience.

Sincerely,



Bennie Netzley

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, March 22, 2022
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Project AP-004: Airport Zoning Update – Consider Resolution Authorizing Execution of Mn/DOT Grant Agreement No. 1049819 (S.P. A4201-104).
<b>Background Information:</b>	<p>The City received notification from Mn/DOT-Aeronautics that MML has been identified as a recipient of a State grant (State participation rate of 70% / 30% local) for the Airport Zoning Ordinance Update.</p> <p>At their meeting on January 11, 2022, the City Council authorized entering into a professional services agreement with TKDA for update to the Airport Zoning Ordinance in the amount of \$49,500.</p> <p>With authorization of the attached MnDOT Grant Agreement No. 1049819, City and TKDA staff may begin work on updating our airport zoning ordinance.</p>
<b>Fiscal Impact:</b>	Participation rates of 70% State (\$36,050) / 30% local (\$15,450).
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council adopt RESOLUTION NUMBER 22-043, which is the Resolution of Authorization to Execute Mn/DOT Grant Agreement No. 1049819 (S.P. A4201-104) for Airport Improvement Excluding Land Acquisition for the Airport Zoning Ordinance Update.

**RESOLUTION No. 22-043**

**AUTHORIZATION TO EXECUTE  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT  
EXCLUDING LAND ACQUISITION**

It is resolved by the City of Marshall as follows:

1. That the state of Minnesota Agreement No. 1049819,  
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for  
State Project No. A4201-104 at the Southwest Minnesota Regional Airport 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  
STATE AIRPORTS FUND  
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and **City of Marshall, MN** ("Grantee").

## RECITALS

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1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

## AGREEMENT TERMS

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

- 1.1 **Effective Date.** This agreement will be effective on March 1, 2022, or the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 31, 2025, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **SP A4201-104**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit "A" - City of Marshall's Grant Request Letter; and Exhibit "B": Credit Application, are attached and incorporated into this Agreement.

### 2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement w



the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

- 2.6 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of **20 years** from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

### 3 Time

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

### 4 Cost and Payment

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

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Airport Zoning Ordinance Update	0%	70%	30%
Federal Committed:	\$0.00		
State:		<b>\$ 36,050.00</b>	
Grantee:		<b>\$ 15,450.00</b>	

No funds are committed by the U.S. Government for this Project. In the event federal reimbursement becomes available for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

- 4.2 **Travel Expenses.** No Reimbursement for travel and subsistence expenses are included in this Grant. Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- 4.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.
- 4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$ 36,050.00**.
- 4.5 **Payment**

- 4.5.1 **Invoices.** Grantee will submit invoices for payment by **Credit Application**; Exhibit "B", which is attached and incorporated into this agreement and can also be found at - <http://www.dot.state.mn.us/aero/airportdevelopment/documents/creditappinteractive.pdf>, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized paid invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:

*Monthly, or as work completion dictates.*

- 4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
- 4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the

corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

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

**4.5.5 Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

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

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

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

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

**4.5.7 Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format.

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

## 5 Conditions of Payment

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

## 6 Authorized Representatives

6.1 The State's Authorized Representatives are:

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

6.2 Grantee's Authorized Representative is:

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

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

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

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

## 8 Liability

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

## 9 State Audits

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

## 10 Government Data Practices and Intellectual Property Rights

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

### 10.2 Intellectual Property Rights.

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

and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

## 10.2.2 Obligations

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

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

## 11 Workers Compensation

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

## 12 Publicity and Endorsement

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

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

## 13 Governing Law, Jurisdiction, and Venue

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

## 14 Termination; Suspension

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

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



disburse additional funds and requiring the return of all or part of the funds already disbursed.

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

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

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

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

**15 Data Disclosure**

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

**16 Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see [www.mmd.admin.state.mn.us/debarredreport.asp](http://www.mmd.admin.state.mn.us/debarredreport.asp).

**17 Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

**18 Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

**19 Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035)

Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

**20 Additional Provisions**

[Intentionally left blank.]

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

**STATE ENCUMBRANCE VERIFICATION**

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

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

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

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

**GRANTEE**

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

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

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

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

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

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

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

**DEPARTMENT OF TRANSPORTATION**

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

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

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

**DEPARTMENT OF TRANSPORTATION  
OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

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

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

**DEPARTMENT OF TRANSPORTATION  
CONTRACT MANAGEMENT**

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

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

January 18, 2022

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

SP A4201-104

MnDOT Contract # 1049819

Re: Southwest Minnesota Regional Airport / Ryan Field (MML)  
Airport Zoning Ordinance Update  
SFY 2022 Grant Request

Dear Luke,

The City of Marshall hereby requests a grant agreement for State funding for the Airport Zoning Ordinance Update project at the Southwest Minnesota Airport. The total project cost is \$51,500.00, as shown on the attached Project Cost Breakdown spreadsheet and described below. State funding is requested in the amount of \$36,050.00 (70% of total project cost).

On January 11, 2022 the City of Marshall authorized TKDA for professional services associated with the Airport Zoning Ordinance Update project. Total engineering costs are \$49,500.00 for base services. Additional services would be required if the Joint Airport Zoning Board opted to pursue a custom airport zoning ordinance. We understand MnDOT Aeronautics may then amend the State grant to include this work.

We also have included \$2,000.00 for administration expenses as part of this request. Administrative expenses expected to be incurred during the project include mailings, advertising, filing fees and legal review attorney fees.

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

Respectfully,



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

cc: Marcus Watson, TKDA  
Julie Carr, MnDOT

Attachments (2)









**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, March 22, 2022
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Resolution Authorizing Execution of Mn/DOT-Aeronautics Grant Agreement No. 1049651 (S.P. A4201-C3) for Federal Airport Expenses Reimbursement under the American Rescue Plan Act (ARPA).
<b>Background Information:</b>	<p>The City of Marshall has received an Airport Rescue Grant (ARG) under the American Rescue Plan Act (ARPA). The grant award of \$59,000 was announced in June 2021, but City staff has been waiting for MnDOT to distribute agency agreements to access the funds. The purpose of the grant is to reimburse federally-eligible airport expenses. The City will be reimbursed 100% of federally-eligible expenses not reimbursed by any other source. The FAA will be conducting oversight and monitoring the ARG funding.</p> <p>In order to receive reimbursements under the ARPA Program, MnDOT and the City need to execute the attached 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.</p> <p>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> <p>The federal ARPA funds are not being amended or tied to any other state or federal programs and as a result, MnDOT's role in the ARPA program will be very limited. Any remaining CARES and CRRSA funds should be utilized first. MnDOT will not be making any eligibility determinations.</p>
<b>Fiscal Impact:</b>	The City will receive \$59,000 in grant funds for reimbursement of federally-eligible airport expenses.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendation:</b>	that the Council adopt RESOLUTION NUMBER 22-22-044, which provides for the Resolution Authorizing Execution of MnDOT Aeronautics Grant Agreement No. 1049651 for Federal Airport Expenses Reimbursement under the American Rescue Plan Act (ARPA).

**RESOLUTION No. 22-044**

**AUTHORIZATION TO EXECUTE  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AGENCY AGREEMENT FOR FEDERAL AIRPORT  
EXPENSES REIMBURSEMENT**

It is resolved by the City of Marshall as follows:

1. That the state of Minnesota Agreement No. 1049651,  
"Grant Agreement for Federal Airport Expenses Reimbursement," for  
State Project No. A4201-C3 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 Rescue Grant (“ARG”) under the American Rescue Plan Act of 2021 (H.R. 1319, Public Law 117-2) (“ARPA”) 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 ARG funds. The FAA will be conducting oversight and monitoring the ARG funding (see ARPA FAQs for more information, at: [https://www.faa.gov/airports/airport\\_rescue\\_grants/media/20211124\\_ARPA\\_FAQs.pdf](https://www.faa.gov/airports/airport_rescue_grants/media/20211124_ARPA_FAQs.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 September 30, 2024.

**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 ARPA 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 ARG 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 ARPA 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 for the Southwest Minnesota Regional Marshall/Ryan Field. 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 79 Federal Register 66282 (79 FR 66282), which is incorporated into this agreement by reference, and the ARPA Act.
- 4.2. **Reimbursement.** Local Government has been awarded \$59,000 in Federal ARPA 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 ARPA 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: Jessica McBroom, or her successor or designee.  
 Title: Grants Specialist  
 Email: jessica.mcbroom@state.mn.us
- 6.2. The Local Government's Authorized Representative is:  
 Name: Robert Byrnes  
 Title: Mayor

Email: robert.byrnes@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.

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**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: \_\_\_\_\_

**MnDOT CONTRACT MANAGEMENT**

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

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

**MnDOT GRANT UNIT**

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

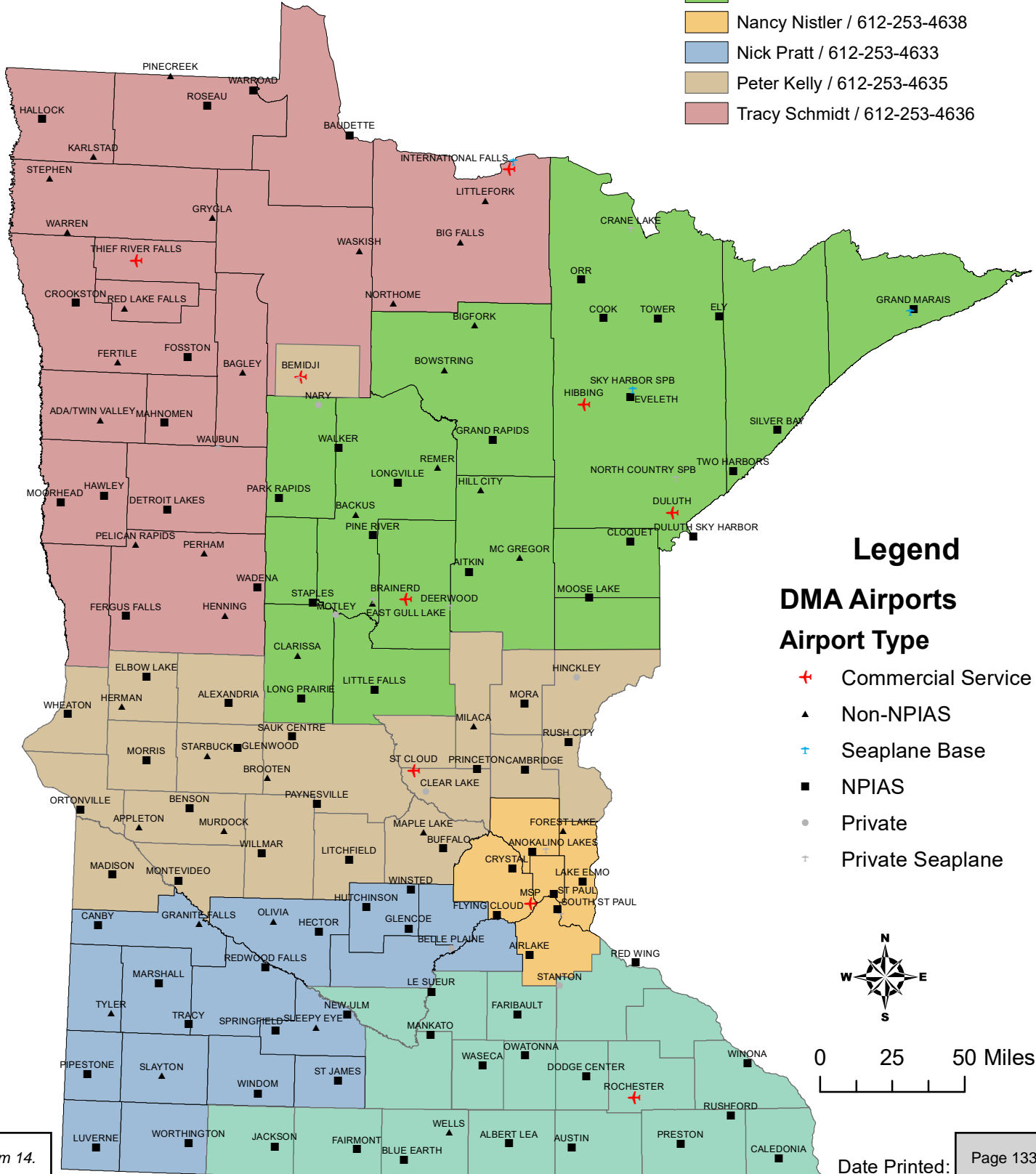
Environmental Specialist: Josh Fitzpatrick 612-253-4639

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, March 22, 2022
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Resolution Providing for the Issuance and Sale of the City’s General Obligation Bonds, Series 2022A, and General Obligation Refunding Bonds, Series 2022B
<b>Background Information:</b>	<p>The issuance of the City’s General Obligation Bonds, Series 2021A in the principal aggregate amount of \$2,920,000 currently includes the following;</p> <ul style="list-style-type: none"> <li>• <b>Improvement Portion: \$1,940,000</b> <ul style="list-style-type: none"> <li>○ Halbur Road</li> <li>○ S 1<sup>st</sup> St/Greeley St/Williams St</li> </ul> </li> <li>• <b>Airport Portion: \$70,000</b> <ul style="list-style-type: none"> <li>○ Infrastructure improvements; available state grants in addition of \$164,500</li> </ul> </li> <li>• <b>Abatement Portion: \$575,000</b> <ul style="list-style-type: none"> <li>○ Rose and Addison parking lots</li> </ul> </li> <li>• <b>Street Reconstruction Portion: \$335,000</b> <ul style="list-style-type: none"> <li>○ W Lyon</li> </ul> </li> </ul> <p>The issuance of the City’s General Obligation Refunding Bonds, Series 2022B in the principal aggregate amount of \$1,370,000 to refund 2023 to 2027 maturities on the 2011A and 2011B bonds to provide interest cost savings.</p> <p>The resolution includes language to establish a pricing committee, who can then approve a winning bid subject to parameters provided (maximum true interest cost, minimum net savings) if interest rate increases become an issue at/near the award date.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	Approve Resolution Providing for the Issuance and Sale of the City’s General Obligation Bonds, Series 2022A & General Obligation Refunding Bonds, Series 2022B

**City of Marshall, Minnesota**  
**Pre-Sale Summary for Issuance of Bonds**

\$2,920,000 General Obligation Bonds, Series 2022A (the "Series 2022A Bonds")  
 \$1,370,000 General Obligation Refunding Bonds, Series 2022B (the "Series 2022B Bonds")  
 and, together, "the Bonds"

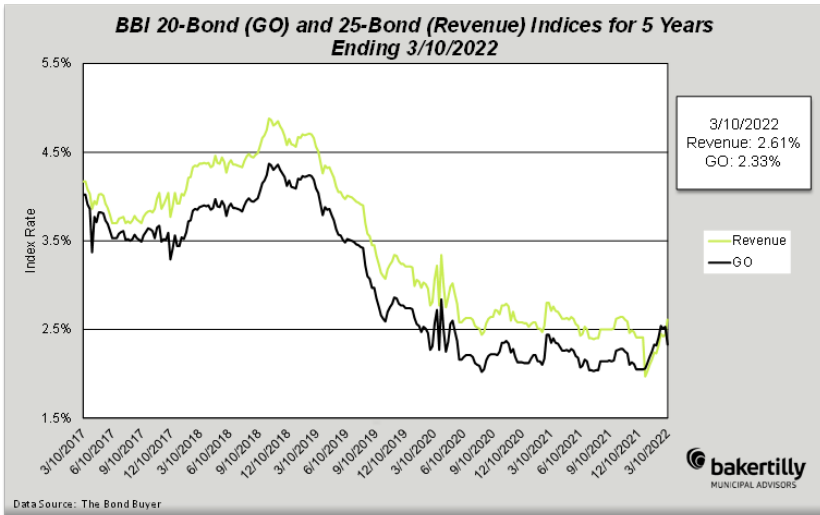
The Council has under consideration the issuance of the Series 2022A Bonds to finance: (i) various improvement projects within the City (the "Improvement Portion"); (ii) improvements to the Southwest Minnesota Regional Airport (the "Airport Portion"); (iii) parking lot improvements (the "Abatement Portion"); (iv) street reconstruction projects within the City (the "Street Reconstruction Portion"); and (v) costs of issuance. In addition, the Council has under consideration the issuance of the Series 2022B Bonds to refund various outstanding obligations of the City as further described herein. This document provides information relative to the proposed issuance.

**KEY EVENTS:** The following summary schedule includes the timing of key events that will occur relative to the bond issuance:

March 8, 2022	Council held public hearings
March 22, 2022	Council sets sale date and terms
Week of April 11, 2022	Rating conference is conducted
<b>April 26, 2022, 10:00 a.m.</b>	<b>Competitive proposals are received</b>
<b>April 26, 2022, 5:30 p.m.</b>	<b>Council considers award of the Bonds</b>
May 26, 2022	Proceeds are received
July 1, 2022	Redemption of Prior Bonds

**RATINGS:** An application will be made to S&P Global Ratings (S&P) for ratings on the Bonds. The City's general obligation debt is currently rated "AA" by S&P.

**THE MARKET:** Performance of the tax-exempt market is often measured by the Bond Buyer's Index ("BBI") which measures the yield of high-grade municipal bonds in the 20<sup>th</sup> year for general obligation bonds rated Aa2 by Moody's or AA by S&P (the BBI 20-Bond GO Index) and the 30<sup>th</sup> year for revenue bonds rated A1 by Moody's or A+ by S&P (the BBI 25-Bond Revenue Index). The following chart illustrates these two indices over the past five years:



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*\$2,920,000 General Obligation Bonds, Series 2022A*  
**Description of Issue**

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**BOND SUMMARY:**

The Series 2022A Bonds are structured as four purposes under various statutory authorities. The Series 2022A Bonds are being issued pursuant to Minnesota Statutes, Chapters 429, 469, and 475; and Sections 469.1812 through 469.1815, and 475.58 (Subd. 3b).

The Series 2022A Bonds are a general obligation of the City, secured by its full faith and credit and taxing power. In addition, the City will pledge special assessments against benefited properties and available tax abatement revenue.

Each purpose is detailed in the sections below.

**RISKS/SPECIAL  
CONSIDERATIONS:**

Any projections included herein are estimates at the time this document was prepared and are developed based on current conditions in the municipal market. Market conditions fluctuate daily and can result in significant changes in yields and prices. Future market fluctuations from now until the day of pricing could impact the projected debt service required and presented shown below.

Anticipated levy projections for the Improvement and Street Reconstruction Portions are based on estimated debt service and assessment income. If either are different than projected, the resulting anticipated levy could differ significantly from what is projected in these schedules.

**SCHEDULES  
ATTACHED:**

Schedules attached for the Series 2022A Bonds include: (i) sources and uses of funds, (ii) estimated net debt service for the Series 2022A Bonds as a whole and by purpose, and (iii) estimated assessment income for the Improvement and Street Reconstruction Portions.

**SALE TERMS AND  
MARKETING:**

Variability of Issue Size: A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale.

Prepayment Provisions: Series 2022A Bonds maturing on or after February 1, 2031 may be prepaid at a price of par plus accrued interest on or after February 1, 2030.

Bank Qualification: The City does not expect to issue more than \$10 million in tax-exempt obligations that count against the \$10 million limit for this calendar year; therefore, the Series 2022A Bonds are designated as bank qualified.

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*\$1,940,000 Improvement Portion*  
**Description of Purpose**

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**PURPOSE:**

Proceeds of the Improvement Portion will be used to pay capitalized interest, fund a portion of the costs of issuance, and finance improvements to the City's Halbur Road and the S 1<sup>st</sup> St Project. Other available funds in the total amount of \$2,162,938, and as detailed on the sources and uses of funds, will be used to reduce the borrowing amount of the Improvement Portion.

**AUTHORITY:** Statutory Authority: The Series 2022A Bonds are being issued pursuant to Minnesota Statutes, Chapters 429 and 475.

Statutory Requirements: Pursuant to Minnesota Statutes, Chapter 429, at least 20% of the City's share of the estimated cost of the projects must be paid from special assessments. The projects being financed by the Improvement Portion meet this requirement.

**SECURITY AND SOURCE OF PAYMENT:** The Improvement Portion is a general obligation of the City, secured by its full faith and credit and taxing power. In addition, the City will pledge special assessments against benefited properties for repayment of the Improvement Portion.

Special assessments in the total principal amount of \$972,551 are expected to be filed in the fall of 2022 for first collection in 2023. The assessments will be collected over a term of ten (10) years with equal annual payments of principal. Interest on the unpaid balance will be charged at a rate of 2.0% over the true interest cost (TIC) of the Improvement Portion, estimated to be 4.29%.

The City will levy taxes for repayment of the Improvement Portion to the extent not paid by special assessments. The City will make the first levy in 2022 for collection in 2023. An amount sufficient to make the February 1, 2023 interest payment on the Improvement Portion is included in the issue as capitalized interest. Thereafter, each year's collection of taxes and special assessments will be used to make the August 1 interest payment due in the collection year and the February 1 principal and interest payment due the following year.

**STRUCTURING SUMMARY:** In consultation with City Staff, the Improvement Portion has been structured with a repayment term of ten years around the estimated assessment income to result in a level annual levy requirement.

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*\$70,000 Airport Portion*  
**Description of Purpose**

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**PURPOSE:** Proceeds of the Airport Portion will be used to finance various infrastructure improvements related to the Southwest Minnesota Regional Airport, pay capitalized interest, and fund a portion of the costs of issuance. Available state grants in the total amount of \$164,500 will be used to reduce the borrowing amount of the Airport Portion.

**AUTHORITY:** Statutory Authority: The Airport Portion is being issued pursuant to Minnesota Statutes, Chapter 475; and Sections 360.036 and 360.042.

Statutory Requirements: Pursuant to Minnesota Statutes, Chapter 360.036, the City is authorized to issue general obligation debt to finance the costs of constructing, enlarging, or improving airports and other navigation facilities without election if the bonds are authorized by a resolution of the governing body of the City adopted by a vote of not less than 60% of its members. The City Council has approved the issuance of the Airport Portion by a vote of at least 60% at its meeting on March 8, 2022.

**SECURITY AND SOURCE OF PAYMENT:** The Airport Portion is a general obligation of the City, secured by its full faith and credit and taxing power. The City will levy taxes for repayment of the Airport Portion and will make the first levy in 2022 for collection in 2023. An amount sufficient to make the

**PAYMENT:** February 1, 2023 interest payment on the Airport Portion is included in the issue as capitalized interest. Thereafter, each year's collection of taxes will be used to make the August 1 interest payment due in the collection year and the February 1 principal and interest payment due the following year.

**STRUCTURING SUMMARY:** In consultation with City Staff, the Airport Portion has been structured with a repayment term of five (5) years to result in an approximately level annual debt service requirement.

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*\$575,000 Abatement Portion*

**Description of Purpose**

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**PURPOSE:** Proceeds of the Abatement Portion will be used to finance improvements to the Rose and Addison parking lots located within the City, pay capitalized interest, and fund a portion the costs of issuance.

**AUTHORITY:** Statutory Authority: The Abatement Portion is being issued pursuant to Minnesota Statutes, Chapter 475 and Sections 469.1812 through 1815.

Statutory Requirements: Pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, the City must specify the public benefit of the abatement, identify properties located within its jurisdiction whose value will equal the proposed amount of abatement and the term of the abatement, and further comply with public hearing requirements. A public hearing was held on March 8, 2022, at which time the statutory requirement for issuing tax abatement bonds was met.

The maximum amount of abatement by the City in any given year cannot exceed the greater of 10% of the net tax capacity of the City or \$200,000. Based on the City's 2020/21 tax capacity of \$12,317,601, the greater amount is \$1,231,760. The City's projected maximum annual tax abatement for this issue is estimated to be \$65,000, within the statutory limitation.

**SECURITY AND SOURCE OF PAYMENT:** The Abatement Portion is a general obligation of the City, secured by its full faith and credit and taxing power. In addition, the City will pledge tax abatement revenue derived from certain abated parcels for a period of ten years. The tax abatement revenues are estimated to be at least equal to the principal due on the Abatement Portion. The City will be required to levy ad valorem taxes to pay the interest due on the Abatement Portion if there is a shortfall of tax abatement revenue. Baker Tilly Municipal Advisors (Baker Tilly MA) has provided the City with the abatement area and properties, and projections of tax abatement revenue.

Capitalized interest has been included in the par amount of the Series 2022A Bonds in an amount sufficient to make the February 1, 2023 interest payment on the Abatement Portion. The City will make its first levy for the Abatement Portion in 2022 for collection in 2023. Thereafter, each year's collection of taxes and abatement revenue will be used to make the August 1 interest payment due in the collection year and the February 1 principal and interest payment due in the following year.

**STRUCTURING SUMMARY:** In consultation with City Staff, the Abatement Portion is structured with a repayment term of ten (10) years to result in an approximately level annual debt service payments.



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*\$335,000 Street Reconstruction Portion*  
**Description of Purpose**

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**PURPOSE:** Proceeds of the Street Reconstruction Portion will be used to finance the W. Lyon (College to 1<sup>st</sup> Street) reconstruction project, pay capitalized interest, and fund a portion of the costs of issuance. Other contributions available funds in the total amount of \$196,648 will be used to reduce the amount of the Street Reconstruction Portion.

**AUTHORITY:** Statutory Authority: The Street Reconstruction Portion is being issued pursuant to Minnesota Statutes, Chapter 475 and Section 475.58 (Subd.3b) and the City's 2022-2026 Street Reconstruction Plan.

Statutory Requirements: Pursuant to Minnesota Statutes, Section 475.58 (Subd. 3b), the City must have a 5-year Street Reconstruction Plan and comply with the associated public hearing requirements. The public hearing was held on March 8, 2022.

**SECURITY AND SOURCE OF PAYMENT:** The Street Reconstruction Portion will be a general obligation of the City, secured by its full faith and credit and taxing power. In addition, the City expects to use special assessments collected against benefited properties, which will not be pledged towards the repayment of the Street Reconstruction Portion.

Special assessments in the total principal amount of \$21,900 are expected to be filed in the fall of 2022 for first collection in 2023. The assessments will be collected over a term of ten years with approximately equal annual payments of principal. Interest on the unpaid balance will be charged at a rate of 2.0% over the true interest cost (TIC) of the Street Reconstruction Portion, estimated to be 4.29%.

The Street Reconstruction Portion will require the City to levy taxes to pay 105% of debt service; however, the City anticipates special assessments will be applied to reduce the required levy as illustrated in the attached schedules. Capitalized interest will be included in the principal amount of the Series 2022A Bonds in an amount sufficient to make the February 1, 2023 interest payment. The City will make the first levy in 2022 for collection in 2023. Each year's collection of taxes and special assessments will be used to make the August 1 interest payment due in the collection year and the February 1 principal and interest payment due in the following year.

**STRUCTURING SUMMARY:** In consultation with City Staff, the Street Reconstruction Portion is structured over a term of ten years around the estimated assessment income to result in an approximately level annual tax levy.

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*\$1,370,000 General Obligation Refunding Bonds, Series 2022B*  
Description of Issue

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**PURPOSE:** Proceeds of the Series 2022B Bonds, along with available City funds in the amount of \$176,968.75 will be used to refund the (i) February 1, 2023 through 2027 maturities of the City's General Obligation Tax Increment Bonds, Series 2011A, dated September 15, 2011 and outstanding in the principal amount of \$900,000 (the "Series 2011A Bonds"); and (ii) the February 1, 2023 through 2027 maturities of the City's General Obligation Bonds, Series 2011B, dated September 15, 2011 and outstanding in the principal amount of \$585,000 (the "Series 2011B Bonds"). Together the 2011A Bonds and the 2011B Bonds will be referred to as the Prior Bonds.

This refunding transaction is being conducted as a current refunding in which the Prior Bonds will be redeemed within 90 days of issuance of the Series 2022B Bonds. The purpose of the refunding is to provide interest cost savings

**PRIOR BONDS:** Proceeds of the Prior Bonds were used as follows:

*2011A Bonds* – to finance infrastructure improvements for future economic development and related improvements related to the City's Industrial Park Development; including stormwater, water, and sanitary sewer.

*2011B Bonds* – to finance six street improvement projects including related utility improvements and the purchase of capital equipment.

**AUTHORITY:** Statutory Authority: The Series 2022B Bonds are being issued pursuant to Minnesota Statutes, Chapters 444, and 475; and Sections 469.1812 through 469.1815.

Statutory Requirements: Pursuant to Minnesota Statutes, Chapter 444 and the resolution awarding the Series 2022B Bonds, the City will covenant to maintain user rates and charges for the Wastewater Treatment Fund and Surface Water Management Fund (the "Utility Funds") in an amounts sufficient to support operations and to pay debt service on pledged obligations. The City is required to annually review the budget of the Utilities to determine whether current rates and charges are sufficient and to adjust the rates as necessary.

Including the Series 2022B Bonds and excluding the Prior Bonds, the City has nine (9) obligations outstanding payable from its Utility Funds. The table below shows the calculation of net revenues of the Utility Funds available to pay debt service for the fiscal year ending December 31, 2020. The maximum annual calendar year debt service payment is estimated to be \$2,220,299.

<u>2020 Net Revenues - Utility Funds</u>	<u>Surface</u>		<u>Total</u>
	<u>Wastewater</u> <u>Treatment</u>	<u>Water</u> <u>Management</u>	
Operating Revenues	\$ 5,338,470	\$ 1,223,517	\$ 6,561,987
Operating Expenses	<u>(5,078,376)</u>	<u>(974,188)</u>	<u>(6,052,564)</u>
Operating Income	260,094	249,329	509,423
Add: Back Depreciation	1,707,187	528,821	2,236,008
Add: Investment Earnings	<u>122,744</u>	<u>29,325</u>	<u>152,069</u>
Net Revenues Available for D/S	\$ 2,090,025	\$ 807,475	\$ 2,897,500
Projected Max Debt Service			<u>2,220,299</u>
Remaining Capacity			\$ 677,201
Estimated Coverage			1.31

Based on the City's 2020 audited results, the revenues of the Utility Funds are sufficient to make the annual debt service payments.

**SCHEDULES  
ATTACHED:**

Schedules attached for the Series 2022B Bonds include: (i) a refunding summary, (ii) a debt service comparison for the Series 2022B Bonds, (iii) estimated debt service for the Series 2022B Bonds, and (iv) the debt service to maturity and to call schedule.

**RISKS/SPECIAL  
CONSIDERATIONS:**

Any projections included herein are estimates at the time this document was prepared and are developed based on current conditions in the municipal market. Market conditions fluctuate daily and can result in significant changes in yields and prices. Future market fluctuations from now until the day of pricing could impact the projected debt service savings as reflected in this document and supporting schedules. Baker Tilly will continue to monitor the efficiency of this refunding transaction and update the City with any significant changes as they may arise.

**SALE TERMS AND  
MARKETING:**

Variability of Issue Size: A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale.

Prepayment Provisions: The Series 2022B Bonds will not be subject to redemption prior to their respective stated maturity dates.

Bank Qualification: The City does not expect to issue more than \$10 million in tax-exempt obligations that count against the \$10 million limit for this calendar year; therefore, the Series 2022B Bonds are designated as bank qualified.

**SECURITY AND  
SOURCE OF  
PAYMENT:**

The Series 2022B Bonds will be general obligations of the City, secured by its full faith and credit and taxing power. The Series 2022B Bonds will be paid with a combination of ad valorem tax levies, tax abatement revenues from Country Club Drive Improvements and net revenues of its Utility Funds previously pledged to the Prior Bonds.

The City made their first levy for the Series 2022B Bonds in 2021 for collection in 2022. Those collections and other revenues originally pledged to the Prior Bonds will be used to make the principal and interest payment due on February 1, 2023. On July 1, 2022, the call date of the Prior Bonds, the City will use the proceeds of the Series 2022B Bonds to redeem the callable maturities of the Prior Bonds. The City will commence making debt

service payments on the Series 2022B Bonds beginning with the February 1, 2023 principal and interest payment.

**STRUCTURING  
SUMMARY:**

In consultation with City Staff, the Series 2022B Bonds have been structured by original purpose and sources of revenue as described under the heading of "Prior Bonds" and to provide level annual savings over the same term as the Prior Bonds.

The portion of the Series 2022B Bonds related to the 2011A Bonds - On July 1, 2022 (the call date of the 2011A Bonds), the City will use (i) the proceeds of the Series 2022B Bonds and (ii) \$176,968.75 of available City funds to redeem the \$900,000 of outstanding principal and \$13,320.83 in accrued interest on the 2011A Bonds. The City will be required to deposit the \$176,968.75 at the time of closing (May 26, 2022).

The portion of the Series 2022B Bonds related to the 2011B Bonds On July 1, 2022 (the call date of the 2011B Bonds), the City will use the proceeds of the Series 2022B Bonds and to redeem the \$585,000 of outstanding principal and \$9,154.17 in accrued interest on the 2011B Bonds.

Based on current market conditions this refunding transaction is projected to result in aggregate future value savings of approximately \$47,818 with a net present value savings of \$37,913, and a net present value benefit to refunded debt service of 2.398%. These estimates are net of all costs associated with the refunding.

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### Post Issuance Compliance

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**POST ISSUANCE  
COMPLIANCE:**

The issuance of the Bonds will result in post-issuance compliance responsibilities. The responsibilities are in two primary areas: (i) compliance with federal arbitrage requirements and (ii) compliance with secondary disclosure requirements.

Federal arbitrage requirements include a wide range of implications that have been taken into account as this issue has been structured. Post-issuance compliance responsibilities for this tax-exempt issue include both rebate and yield restriction provisions of the IRS Code. In general terms the arbitrage requirements control the earnings on unexpended bond proceeds, including investment earnings, moneys held for debt service payments (which are considered to be proceeds under the IRS regulations), and/or reserves. Under certain circumstances any "excess earnings" will need to be paid to the IRS to maintain the tax-exempt status of the Bonds. Any interest earnings on gross bond proceeds or debt service funds should not be spent until it has been determined based on actual facts that they are not "excess earnings" as defined by the IRS Code.

The arbitrage rules provide for spend-down exceptions for proceeds that are spent within either a 6-month, 18-month or, for certain construction issues, a 24-month period each in accordance with certain spending criteria. Proceeds that qualify for an exception will be exempt from rebate. These exceptions are based on actual expenditures and not based on reasonable expectations, and expenditures, including any investment proceeds will have to meet the spending criteria to qualify for the exclusion. The City expects to meet the 18-month spending exception for the Series 2022A Bonds. Since the Series 2022B Bonds are a current refunding, the proceeds will be used within 90 days to redeem the

Prior Bonds; therefore, the Series 2022B Bonds will meet the 6-month spending exception.

Regardless of whether the issue qualifies for an exemption from the rebate provisions, yield restriction provisions will apply to Bond proceeds (including interest earnings) unspent after three years and the debt service fund throughout the term of the Bonds. These moneys should be monitored until the Bonds are retired.

Secondary disclosure requirements result from an SEC requirement that underwriters provide ongoing disclosure information to investors. To meet this requirement, any prospective underwriter will require the City to commit to providing the information needed to comply under a continuing disclosure agreement.

Baker Tilly MA currently provides both arbitrage and continuing disclosure services to the City. Baker Tilly MA will work with City staff to include the Bonds under the existing respective Agreement for Municipal Advisor Services.

**SUPPLEMENTAL  
INFORMATION AND  
BOND RECORD:**

Supplementary information will be available to staff including detailed terms and conditions of sale, comprehensive structuring schedules and information to assist in meeting post-issuance compliance responsibilities.

Upon completion of the financing, a bond record will be provided that contains pertinent documents and final debt service calculations for the transaction.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2022 Baker Tilly Municipal Advisors, LLC.

**\$2,920,000**

**City of Marshall, Minnesota**  
 General Obligation Bonds, Series 2022A  
 Issue Summary

**Total Issue Sources And Uses**

**Dated 05/26/2022 | Delivered 05/26/2022**

	Improvement Portion	Airport Portion	Abatement Portion	Street Reconstruc tion Portion	Issue Summary
<b>Sources Of Funds</b>					
Par Amount of Bonds.....	\$1,940,000.00	\$70,000.00	\$575,000.00	\$335,000.00	\$2,920,000.00
Wastewater Cash Contribution.....	1,254,884.00	-	-	97,718.00	1,352,602.00
MMU Cash Contribution.....	710,601.00	-	-	98,930.00	809,531.00
Surfacewater Cash Contribution.....	197,453.00	-	-	-	197,453.00
State Funding Contribution.....	-	164,500.00	-	-	164,500.00
<b>Total Sources.....</b>	<b>\$4,102,938.00</b>	<b>\$234,500.00</b>	<b>\$575,000.00</b>	<b>\$531,648.00</b>	<b>\$5,444,086.00</b>
<b>Uses Of Funds</b>					
Deposit to Project Construction Fund.....	\$4,017,646.00	\$235,000.00	\$550,000.00	\$518,571.00	\$5,321,217.00
Costs of Issuance.....	38,732.90	1,397.59	11,480.10	6,688.41	58,299.00
Deposit to Capitalized Interest (CIF) Fund.....	26,572.29	840.49	7,945.49	4,631.18	39,989.45
Total Underwriter's Discount (0.800%).....	15,520.00	560.00	4,600.00	2,680.00	23,360.00
Rounding Amount.....	4,466.81	(3,298.08)	974.41	(922.59)	1,220.55
<b>Total Uses.....</b>	<b>\$4,102,938.00</b>	<b>\$234,500.00</b>	<b>\$575,000.00</b>	<b>\$531,648.00</b>	<b>\$5,444,086.00</b>

**\$2,920,000**  
**City of Marshall, Minnesota**  
**General Obligation Bonds, Series 2022A**  
**Issue Summary**

**NET DEBT SERVICE SCHEDULE**

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total	Assessment Income	Abatement Revenue	Levy Required
02/01/2023	-	-	39,989.44	39,989.44	(39,989.44)	-	-	-	-	-
02/01/2024	295,000.00	1.550%	58,760.00	353,760.00	-	353,760.00	371,448.00	145,662.21	55,000.00	170,785.79
02/01/2025	295,000.00	1.650%	54,187.50	349,187.50	-	349,187.50	366,646.88	137,840.86	55,000.00	173,806.02
02/01/2026	295,000.00	1.750%	49,320.00	344,320.00	-	344,320.00	361,536.00	133,574.66	55,000.00	172,961.34
02/01/2027	300,000.00	1.850%	44,157.50	344,157.50	-	344,157.50	361,365.38	129,308.46	55,000.00	177,056.92
02/01/2028	300,000.00	1.950%	38,607.50	338,607.50	-	338,607.50	355,537.88	125,042.26	55,000.00	175,495.62
02/01/2029	280,000.00	2.050%	32,757.50	312,757.50	-	312,757.50	328,395.38	120,776.08	55,000.00	152,619.30
02/01/2030	285,000.00	2.150%	27,017.50	312,017.50	-	312,017.50	327,618.38	116,509.88	60,000.00	151,108.50
02/01/2031	285,000.00	2.300%	20,890.00	305,890.00	-	305,890.00	321,184.50	112,243.70	60,000.00	148,940.80
02/01/2032	290,000.00	2.400%	14,335.00	304,335.00	-	304,335.00	319,551.75	107,977.48	60,000.00	151,574.27
02/01/2033	295,000.00	2.500%	7,375.00	302,375.00	-	302,375.00	317,493.75	103,711.30	65,000.00	148,782.45
<b>Total</b>	<b>\$2,920,000.00</b>	<b>-</b>	<b>\$387,396.94</b>	<b>\$3,307,396.94</b>	<b>(39,989.44)</b>	<b>\$3,267,407.50</b>	<b>\$3,430,777.88</b>	<b>\$1,232,646.89</b>	<b>\$575,000.00</b>	<b>\$1,623,130.99</b>

Dated..... 5/26/2022  
 Delivery Date..... 5/26/2022  
 First Coupon Date..... 2/01/2023

**Yield Statistics**

Bond Year Dollars..... \$17,972.22  
 Average Life..... 6.155 Years  
 Average Coupon..... 2.1555317%

Net Interest Cost (NIC)..... 2.2855100%  
 True Interest Cost (TIC)..... 2.2892515%  
 Bond Yield for Arbitrage Purposes..... 2.1476406%  
 All Inclusive Cost (AIC)..... 2.6494747%

**IRS Form 8038**

Net Interest Cost..... 2.1555317%  
 Weighted Average Maturity..... 6.155 Years

**\$994,451**

**City of Marshall, Minnesota**  
 General Obligation Bonds, Series 2022A  
 Issue Summary

**ASSESSMENT INCOME**

Date	Principal	Coupon	Interest	Total P+I
12/31/2022	-	-	-	-
12/31/2023	99,445.10	4.290%	46,217.11	145,662.21
12/31/2024	99,445.10	4.290%	38,395.76	137,840.86
12/31/2025	99,445.10	4.290%	34,129.56	133,574.66
12/31/2026	99,445.10	4.290%	29,863.36	129,308.46
12/31/2027	99,445.10	4.290%	25,597.16	125,042.26
12/31/2028	99,445.10	4.290%	21,330.98	120,776.08
12/31/2029	99,445.10	4.290%	17,064.78	116,509.88
12/31/2030	99,445.10	4.290%	12,798.60	112,243.70
12/31/2031	99,445.10	4.290%	8,532.38	107,977.48
12/31/2032	99,445.10	4.290%	4,266.20	103,711.30
<b>Total</b>	<b>\$994,451.00</b>	<b>-</b>	<b>\$238,195.89</b>	<b>\$1,232,646.89</b>

**SIGNIFICANT DATES**

Filing Date..... 12/01/2022  
 First Payment Date..... 12/31/2023



**\$1,940,000**

**City of Marshall, Minnesota**  
**General Obligation Bonds, Series 2022A**  
**Improvement Portion**

**NET DEBT SERVICE SCHEDULE**

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total	Assessment	Levy Required
02/01/2023	-	-	26,572.29	26,572.29	(26,572.29)	-	-	-	-
02/01/2024	200,000.00	1.550%	39,045.00	239,045.00	-	239,045.00	250,997.25	142,454.41	108,542.84
02/01/2025	195,000.00	1.650%	35,945.00	230,945.00	-	230,945.00	242,492.25	134,805.30	107,686.95
02/01/2026	195,000.00	1.750%	32,727.50	227,727.50	-	227,727.50	239,113.88	130,633.06	108,480.82
02/01/2027	195,000.00	1.850%	29,315.00	224,315.00	-	224,315.00	235,530.75	126,460.80	109,069.95
02/01/2028	195,000.00	1.950%	25,707.50	220,707.50	-	220,707.50	231,742.88	122,288.56	109,454.32
02/01/2029	190,000.00	2.050%	21,905.00	211,905.00	-	211,905.00	222,500.25	118,116.32	104,383.93
02/01/2030	190,000.00	2.150%	18,010.00	208,010.00	-	208,010.00	218,410.50	113,944.08	104,466.42
02/01/2031	190,000.00	2.300%	13,925.00	203,925.00	-	203,925.00	214,121.25	109,771.84	104,349.41
02/01/2032	195,000.00	2.400%	9,555.00	204,555.00	-	204,555.00	214,782.75	105,599.58	109,183.17
02/01/2033	195,000.00	2.500%	4,875.00	199,875.00	-	199,875.00	209,868.75	101,427.34	108,441.41
<b>Total</b>	<b>\$1,940,000.00</b>	<b>-</b>	<b>\$257,582.29</b>	<b>\$2,197,582.29</b>	<b>(26,572.29)</b>	<b>\$2,171,010.00</b>	<b>\$2,279,560.50</b>	<b>\$1,205,501.29</b>	<b>\$1,074,059.21</b>

Dated..... 5/26/2022  
 Delivery Date..... 5/26/2022  
 First Coupon Date..... 2/01/2023

**Yield Statistics**

Bond Year Dollars..... \$11,945.28  
 Average Life..... 6.157 Years  
 Average Coupon..... 2.1563525%  
 Net Interest Cost (NIC)..... 2.2862783%  
 True Interest Cost (TIC)..... 2.2900408%  
 Bond Yield for Arbitrage Purposes..... 2.1476406%  
 All Inclusive Cost (AIC)..... 2.6501658%

**IRS Form 8038**

Net Interest Cost..... 2.1563525%  
 Weighted Average Maturity..... 6.157 Years

**\$972,551**

**City of Marshall, Minnesota**  
 General Obligation Bonds, Series 2022A  
 Improvement Portion

**ASSESSMENT INCOME**

Date	Principal	Coupon	Interest	Total P+I
12/31/2022	-	-	-	-
12/31/2023	97,255.10	4.290%	45,199.31	142,454.41
12/31/2024	97,255.10	4.290%	37,550.20	134,805.30
12/31/2025	97,255.10	4.290%	33,377.96	130,633.06
12/31/2026	97,255.10	4.290%	29,205.70	126,460.80
12/31/2027	97,255.10	4.290%	25,033.46	122,288.56
12/31/2028	97,255.10	4.290%	20,861.22	118,116.32
12/31/2029	97,255.10	4.290%	16,688.98	113,944.08
12/31/2030	97,255.10	4.290%	12,516.74	109,771.84
12/31/2031	97,255.10	4.290%	8,344.48	105,599.58
12/31/2032	97,255.10	4.290%	4,172.24	101,427.34
<b>Total</b>	<b>\$972,551.00</b>	<b>-</b>	<b>\$232,950.29</b>	<b>\$1,205,501.29</b>

**SIGNIFICANT DATES**

Filing Date..... 12/01/2022  
 First Payment Date..... 12/31/2023

**\$70,000**

**City of Marshall, Minnesota**  
General Obligation Bonds, Series 2022A  
Airport Portion

**NET DEBT SERVICE SCHEDULE**

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total	Levy Required
02/01/2023	-	-	840.49	840.49	(840.49)	-	-	-
02/01/2024	10,000.00	1.550%	1,235.00	11,235.00	-	11,235.00	11,796.75	11,796.75
02/01/2025	15,000.00	1.650%	1,080.00	16,080.00	-	16,080.00	16,884.00	16,884.00
02/01/2026	15,000.00	1.750%	832.50	15,832.50	-	15,832.50	16,624.13	16,624.13
02/01/2027	15,000.00	1.850%	570.00	15,570.00	-	15,570.00	16,348.50	16,348.50
02/01/2028	15,000.00	1.950%	292.50	15,292.50	-	15,292.50	16,057.13	16,057.13
<b>Total</b>	<b>\$70,000.00</b>	<b>-</b>	<b>\$4,850.49</b>	<b>\$74,850.49</b>	<b>(840.49)</b>	<b>\$74,010.00</b>	<b>\$77,710.50</b>	<b>\$77,710.50</b>

Dated..... 5/26/2022  
Delivery Date..... 5/26/2022  
First Coupon Date..... 2/01/2023

**Yield Statistics**

Bond Year Dollars..... \$267.64  
Average Life..... 3.823 Years  
Average Coupon..... 1.8123249%

Net Interest Cost (NIC)..... 2.0215620%  
True Interest Cost (TIC)..... 2.0297286%  
Bond Yield for Arbitrage Purposes..... 2.1476406%  
All Inclusive Cost (AIC)..... 2.5870876%

**IRS Form 8038**

Net Interest Cost..... 1.8123249%  
Weighted Average Maturity..... 3.823 Years

**\$575,000**

**City of Marshall, Minnesota**  
**General Obligation Bonds, Series 2022A**  
**Abatement Portion**

**NET DEBT SERVICE SCHEDULE**

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total	Abatement Revenue	Levy Required
02/01/2023	-	-	7,945.49	7,945.49	(7,945.49)	-	-	-	-
02/01/2024	55,000.00	1.550%	11,675.00	66,675.00	-	66,675.00	70,008.75	55,000.00	15,008.75
02/01/2025	55,000.00	1.650%	10,822.50	65,822.50	-	65,822.50	69,113.63	55,000.00	14,113.63
02/01/2026	55,000.00	1.750%	9,915.00	64,915.00	-	64,915.00	68,160.75	55,000.00	13,160.75
02/01/2027	55,000.00	1.850%	8,952.50	63,952.50	-	63,952.50	67,150.13	55,000.00	12,150.13
02/01/2028	55,000.00	1.950%	7,935.00	62,935.00	-	62,935.00	66,081.75	55,000.00	11,081.75
02/01/2029	55,000.00	2.050%	6,862.50	61,862.50	-	61,862.50	64,955.63	55,000.00	9,955.63
02/01/2030	60,000.00	2.150%	5,735.00	65,735.00	-	65,735.00	69,021.75	60,000.00	9,021.75
02/01/2031	60,000.00	2.300%	4,445.00	64,445.00	-	64,445.00	67,667.25	60,000.00	7,667.25
02/01/2032	60,000.00	2.400%	3,065.00	63,065.00	-	63,065.00	66,218.25	60,000.00	6,218.25
02/01/2033	65,000.00	2.500%	1,625.00	66,625.00	-	66,625.00	69,956.25	65,000.00	4,956.25
<b>Total</b>	<b>\$575,000.00</b>	<b>-</b>	<b>\$78,977.99</b>	<b>\$653,977.99</b>	<b>(7,945.49)</b>	<b>\$646,032.50</b>	<b>\$678,334.13</b>	<b>\$575,000.00</b>	<b>\$103,334.13</b>

Dated..... 5/26/2022  
 Delivery Date..... 5/26/2022  
 First Coupon Date..... 2/01/2023

**Yield Statistics**

Bond Year Dollars..... \$3,636.32  
 Average Life..... 6.324 Years  
 Average Coupon..... 2.1719210%  
 Net Interest Cost (NIC)..... 2.2984226%  
 True Interest Cost (TIC)..... 2.3022753%  
 Bond Yield for Arbitrage Purposes..... 2.1476406%  
 All Inclusive Cost (AIC)..... 2.6536141%

**IRS Form 8038**

Net Interest Cost..... 2.1719210%  
 Weighted Average Maturity..... 6.324 Years

**\$335,000**

**City of Marshall, Minnesota  
General Obligation Bonds, Series 2022A  
Street Reconstruction Portion**

**NET DEBT SERVICE SCHEDULE**

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total	Assessment Income	Levy Required
02/01/2023	-	-	4,631.18	4,631.18	(4,631.18)	-	-	-	-
02/01/2024	30,000.00	1.550%	6,805.00	36,805.00	-	36,805.00	38,645.25	3,207.80	35,437.45
02/01/2025	30,000.00	1.650%	6,340.00	36,340.00	-	36,340.00	38,157.00	3,035.56	35,121.44
02/01/2026	30,000.00	1.750%	5,845.00	35,845.00	-	35,845.00	37,637.25	2,941.60	34,695.65
02/01/2027	35,000.00	1.850%	5,320.00	40,320.00	-	40,320.00	42,336.00	2,847.66	39,488.34
02/01/2028	35,000.00	1.950%	4,672.50	39,672.50	-	39,672.50	41,656.13	2,753.70	38,902.43
02/01/2029	35,000.00	2.050%	3,990.00	38,990.00	-	38,990.00	40,939.50	2,659.76	38,279.74
02/01/2030	35,000.00	2.150%	3,272.50	38,272.50	-	38,272.50	40,186.13	2,565.80	37,620.33
02/01/2031	35,000.00	2.300%	2,520.00	37,520.00	-	37,520.00	39,396.00	2,471.86	36,924.14
02/01/2032	35,000.00	2.400%	1,715.00	36,715.00	-	36,715.00	38,550.75	2,377.90	36,172.85
02/01/2033	35,000.00	2.500%	875.00	35,875.00	-	35,875.00	37,668.75	2,283.96	35,384.79
<b>Total</b>	<b>\$335,000.00</b>	<b>-</b>	<b>\$45,986.18</b>	<b>\$380,986.18</b>	<b>(4,631.18)</b>	<b>\$376,355.00</b>	<b>\$395,172.75</b>	<b>\$27,145.60</b>	<b>\$368,027.15</b>

Dated..... 5/26/2022  
 Delivery Date..... 5/26/2022  
 First Coupon Date..... 2/01/2023

**Yield Statistics**

Bond Year Dollars..... \$2,122.99  
 Average Life..... 6.337 Years  
 Average Coupon..... 2.1661084%  
 Net Interest Cost (NIC)..... 2.2923457%  
 True Interest Cost (TIC)..... 2.2963616%  
 Bond Yield for Arbitrage Purposes..... 2.1476406%  
 All Inclusive Cost (AIC)..... 2.6466829%

**IRS Form 8038**

Net Interest Cost..... 2.1661084%  
 Weighted Average Maturity..... 6.337 Years

**\$21,900**

**City of Marshall, Minnesota**  
**General Obligation Bonds, Series 2022A**  
**Street Reconstruction Portion**

**ASSESSMENT INCOME**

<b>Date</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Total P+I</b>
12/31/2022	-	-	-	-
12/31/2023	2,190.00	4.290%	1,017.80	3,207.80
12/31/2024	2,190.00	4.290%	845.56	3,035.56
12/31/2025	2,190.00	4.290%	751.60	2,941.60
12/31/2026	2,190.00	4.290%	657.66	2,847.66
12/31/2027	2,190.00	4.290%	563.70	2,753.70
12/31/2028	2,190.00	4.290%	469.76	2,659.76
12/31/2029	2,190.00	4.290%	375.80	2,565.80
12/31/2030	2,190.00	4.290%	281.86	2,471.86
12/31/2031	2,190.00	4.290%	187.90	2,377.90
12/31/2032	2,190.00	4.290%	93.96	2,283.96
<b>Total</b>	<b>\$21,900.00</b>	<b>-</b>	<b>\$5,245.60</b>	<b>\$27,145.60</b>

**SIGNIFICANT DATES**

Filing Date..... 12/01/2022  
 First Payment Date..... 12/31/2023

**\$1,370,000**

**City of Marshall, Minnesota**  
**General Obligation Refunding Bonds, Series 2022B**  
**Issue Summary**

**Refunding Summary**

**Dated 05/26/2022 | Delivered 05/26/2022**

	Current Refunding of 2011A - Wastewater Fund	Current Refunding of 2011A - Surface Water Fund	Current Refunding of 2011A - Tax Increment	Current Refunding of 2011B - Levy	Current Refunding of 2011B - Abatement	Current Refunding of 2011B - Wastewater Treatment	Current Refunding of 2011B - Surface Water Mgmt	Issue Summary
<b>Sources Of Funds</b>								
Par Amount of Bonds.....	\$390,000.00	\$370,000.00	-	\$85,000.00	\$310,000.00	\$80,000.00	\$135,000.00	\$1,370,000.00
Planned Issuer Equity contribution.....	-	-	176,968.75	-	-	-	-	176,968.75
<b>Total Sources.....</b>	<b>\$390,000.00</b>	<b>\$370,000.00</b>	<b>\$176,968.75</b>	<b>\$85,000.00</b>	<b>\$310,000.00</b>	<b>\$80,000.00</b>	<b>\$135,000.00</b>	<b>\$1,546,968.75</b>
<b>Uses Of Funds</b>								
Deposit to Current Refunding Fund.....	375,787.50	360,564.58	176,968.75	86,335.42	299,618.75	76,168.75	132,031.25	1,507,475.00
Costs of Issuance.....	7,109.95	6,745.35	-	1,549.60	5,651.51	1,458.46	2,461.13	24,976.00
Total Underwriter's Discount (0.800%).....	3,120.00	2,960.00	-	680.00	2,480.00	640.00	1,080.00	10,960.00
Rounding Amount.....	3,982.55	(269.93)	-	(3,565.02)	2,249.74	1,732.79	(572.38)	3,557.75
<b>Total Uses.....</b>	<b>\$390,000.00</b>	<b>\$370,000.00</b>	<b>\$176,968.75</b>	<b>\$85,000.00</b>	<b>\$310,000.00</b>	<b>\$80,000.00</b>	<b>\$135,000.00</b>	<b>\$1,546,968.75</b>
<b>Flow of Funds Detail</b>								
State and Local Government Series (SLGS) rates for.....								
Date of OMP Candidates.....								
Primary Purpose Fund Solution Method.....	Gross Funded	Gross Funded	Gross Funded	Gross Funded	Gross Funded	Gross Funded	Gross Funded	Gross Funded
Total Cost of Investments.....	\$375,787.50	\$360,564.58	\$176,968.75	\$86,335.42	\$299,618.75	\$76,168.75	\$132,031.25	\$1,507,475.00
Total Draw s.....	\$375,787.50	\$360,564.58	\$176,968.75	\$86,335.42	\$299,618.75	\$76,168.75	\$132,031.25	\$1,507,475.00
<b>Issues Refunded And Call Dates</b>								
2011A GO TIF Bonds - PS.....	7/01/2022							
2011A GO TIF Bonds - PS.....		7/01/2022						
2011A GO TIF Bonds - PS.....			7/01/2022					
2011B GO Bonds - PS.....				7/01/2022				
2011B GO Bonds - PS.....					7/01/2022			
2011B GO Bonds - PS.....						7/01/2022		
2011B GO Bonds - PS.....							7/01/2022	
2011B GO Bonds - PS.....								7/01/2022
<b>PV Analysis Summary (Net to Net)</b>								
Net PV Cashflow Savings @ 1.706%(Bond Yield).....	6,301.76	10,286.79	177,678.63	6,316.44	6,090.72	318.61	4,330.65	211,323.60
Total Cash contribution.....	-	-	(176,968.75)	-	-	-	-	(176,968.75)
Contingency or Rounding Amount.....	3,982.55	(269.93)	-	(3,565.02)	2,249.74	1,732.79	(572.38)	3,557.75
Net Present Value Benefit.....	\$10,284.31	\$10,016.86	\$709.88	\$2,751.42	\$8,340.46	\$2,051.40	\$3,758.27	\$37,912.60
Net PV Benefit / Refunded Principal.....	2.780%	2.822%	0.406%	3.237%	2.827%	2.735%	2.891%	2.553%
Net PV Benefit / Refunding Principal.....	2.637%	2.707%	-	3.237%	2.690%	2.564%	2.784%	2.767%
Average Annual Cash Flow Savings.....	1,517.01	2,319.55	2,756.25	1,539.17	1,457.27	320.82	1,146.95	44,245.77
Total New Net D/S.....	406,904.95	386,157.27	176,968.75	87,909.13	323,398.63	82,200.92	139,940.23	1,603,479.88
Total Prior D/S.....	414,490.00	397,755.00	179,725.00	95,605.00	330,685.00	83,805.00	145,675.00	1,647,740.00
Total Cashflow Savings.....	7,585.05	11,597.73	2,756.25	7,695.87	7,286.37	1,604.08	5,734.77	44,260.12
<b>Bond Statistics</b>								
Average Life.....	2.527 Years	2.545 Years	-	2.033 Years	2.519 Years	1.681 Years	2.162 Years	2.414 Years
Average Coupon.....	1.7155129%	1.7155633%	-	1.6830644%	1.7156346%	1.6370479%	1.6925842%	1.7086471%
Net Interest Cost (NIC).....	2.0321302%	2.0298532%	-	2.0764754%	2.0331876%	2.1130810%	2.0626056%	2.0400291%
Bond Yield for Arbitrage Purposes.....	1.7063792%	1.7063792%	1.7063792%	1.7063792%	1.7063792%	1.7063792%	1.7063792%	1.7063792%
True Interest Cost (TIC).....	2.0422154%	2.0398674%	-	2.0881712%	2.0433047%	2.1257750%	2.0737589%	2.0504107%
All Inclusive Cost (AIC).....	2.8073268%	2.7991955%	-	3.0399060%	2.8107621%	3.2750218%	2.9685513%	2.8513145%

2022 GO Ref Bonds - 11A 1 | Issue Summary | 3/17/2022 | 10:13 AM

**\$1,370,000**

**City of Marshall, Minnesota**  
**General Obligation Refunding Bonds, Series 2022B**  
**Issue Summary**

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I
08/01/2022	-	-	-	-
02/01/2023	425,000.00	1.375%	14,918.63	439,918.63
08/01/2023	-	-	8,038.75	8,038.75
02/01/2024	235,000.00	1.550%	8,038.75	243,038.75
08/01/2024	-	-	6,217.50	6,217.50
02/01/2025	230,000.00	1.650%	6,217.50	236,217.50
08/01/2025	-	-	4,320.00	4,320.00
02/01/2026	240,000.00	1.750%	4,320.00	244,320.00
08/01/2026	-	-	2,220.00	2,220.00
02/01/2027	240,000.00	1.850%	2,220.00	242,220.00
<b>Total</b>	<b>\$1,370,000.00</b>	<b>-</b>	<b>\$56,511.13</b>	<b>\$1,426,511.13</b>

**Yield Statistics**

Bond Year Dollars.....	\$3,307.36
Average Life.....	2.414 Years
Average Coupon.....	1.7086471%
Net Interest Cost (NIC).....	2.0400291%
True Interest Cost (TIC).....	2.0504107%
Bond Yield for Arbitrage Purposes.....	1.7063792%
All Inclusive Cost (AIC).....	2.8513145%

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Net Interest Cost.....	1.7086471%
Weighted Average Maturity.....	2.414 Years



**\$1,370,000**

**City of Marshall, Minnesota**  
**General Obligation Refunding Bonds, Series 2022B**  
**Issue Summary**

**Debt Service Comparison**

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2023	439,918.63	439,918.63	473,940.00	34,021.37
02/01/2024	251,077.50	251,077.50	292,600.00	41,522.50
02/01/2025	242,435.00	242,435.00	292,600.00	50,165.00
02/01/2026	248,640.00	248,640.00	292,200.00	43,560.00
02/01/2027	244,440.00	244,440.00	296,400.00	51,960.00
Total	\$1,426,511.13	\$1,426,511.13	\$1,647,740.00	\$221,228.87

**PV Analysis Summary (Net to Net)**

Net FV Cashflow Savings.....	221,228.87
Gross PV Debt Service Savings.....	211,323.60
Net PV Cashflow Savings @ 1.706%(Bond Yield).....	211,323.60
Total Cash contribution.....	(176,968.75)
Contingency or Rounding Amount.....	3,557.75
Net Future Value Benefit.....	\$47,817.87
Net Present Value Benefit.....	\$37,912.60
Net PV Benefit / \$1,581,323.60 PV Refunded Debt Service.....	2.398%
Net PV Benefit / \$1,485,000 Refunded Principal.....	2.553%
Net PV Benefit / \$1,370,000 Refunding Principal.....	2.767%

**Refunding Bond Information**

Refunding Dated Date.....	5/26/2022
Refunding Delivery Date.....	5/26/2022

**\$1,370,000**

**City of Marshall, Minnesota**  
General Obligation Refunding Bonds, Series 2022B  
Issue Summary

**Debt Service To Maturity And To Call**

Date	Refunded Bonds	Interest to Call	D/S To Call	Principal	Interest	Refunded D/S
05/26/2022	-	-	-	-	-	-
07/01/2022	1,485,000.00	22,475.00	1,507,475.00	-	-	-
08/01/2022	-	-	-	-	26,970.00	26,970.00
02/01/2023	-	-	-	420,000.00	26,970.00	446,970.00
08/01/2023	-	-	-	-	21,300.00	21,300.00
02/01/2024	-	-	-	250,000.00	21,300.00	271,300.00
08/01/2024	-	-	-	-	16,300.00	16,300.00
02/01/2025	-	-	-	260,000.00	16,300.00	276,300.00
08/01/2025	-	-	-	-	11,100.00	11,100.00
02/01/2026	-	-	-	270,000.00	11,100.00	281,100.00
08/01/2026	-	-	-	-	5,700.00	5,700.00
02/01/2027	-	-	-	285,000.00	5,700.00	290,700.00
<b>Total</b>	<b>\$1,485,000.00</b>	<b>\$22,475.00</b>	<b>\$1,507,475.00</b>	<b>\$1,485,000.00</b>	<b>\$162,740.00</b>	<b>\$1,647,740.00</b>

**Yield Statistics**

Base date for Avg. Life & Avg. Coupon Calculation.....	5/26/2022
Average Life.....	2.512 Years
Average Coupon.....	3.9003965%
Weighted Average Maturity (Par Basis).....	2.512 Years
Weighted Average Maturity (Original Price Basis).....	2.568 Years

**Refunding Bond Information**

Refunding Dated Date.....	5/26/2022
Refunding Delivery Date.....	5/26/2022

City of Marshall, Minnesota  
General Obligation Debt Paid from Utility Funds

**Aggregate Calendar Year Debt Service at 100%**

Calendar Year	General Obligation Bonds, Series 2012A	General Obligation Bonds, Series 2014C	General Obligation Bonds, Series 2015B	General Obligation Bonds, Series 2015B	General Obligation Bonds, Series 2016B	General Obligation Utility Revenue Refunding Bonds, Series 2016D	General Obligation Bonds, Series 2018A	General Obligation Wastewater Revenue Note, Series 2019A	General Obligation Bonds, Series 2020B	Preliminary General Obligation Refunding Bonds, Series 2022A	Preliminary General Obligation Refunding Bonds, Series 2022A	Preliminary General Obligation Refunding Bonds, Series 2022A	Preliminary General Obligation Refunding Bonds, Series 2022A	TOTAL
	Wastewater Fund	Utility Bonds	Z38 - S 2nd Recon - Utility Bonds	Z37 - E Redwood St. - Utility Bonds	Utility Portion	Crossover Refunding of Series 2006B	Utility Revenue Bonds	Minnesota Public Facilities Authority Clean Water Revolving Fund	Surface Water Utility Bonds	Current Refunding of 2011A - Wastewater Fund	Current Refunding of 2011A - Surface Water Fund	Current Refunding of 2011B - Wastewater Treatment	Current Refunding of 2011B - Surface Water Mgmt	
2023	137,642.50	163,950.00	43,400.00	81,000.00	185,700.00	407,250.00	16,200.00	878,710.15	95,600.00	84,338.54	74,125.87	20,881.32	31,500.63	2,220,299.01
2024	140,242.50	164,450.00	46,800.00	78,000.00	187,200.00	411,300.00	15,600.00	878,290.15	94,000.00	80,275.00	80,100.00	16,020.00	26,792.50	2,219,070.15
2025	137,617.50	164,800.00	-	-	183,600.00	408,700.00	-	878,800.15	92,400.00	84,112.50	78,937.50	15,787.50	26,405.00	2,071,160.15
2026	139,867.50	-	-	-	-	411,000.00	-	878,230.15	95,800.00	77,792.50	77,700.00	15,540.00	25,992.50	1,721,922.65
2027	141,877.50	-	-	-	-	413,100.00	-	878,590.15	94,100.00	81,480.00	76,387.50	15,277.50	30,555.00	1,731,367.65
2028	143,570.00	-	-	-	-	-	-	878,870.15	97,400.00	-	-	-	-	1,119,840.15
2029	-	-	-	-	-	-	-	878,070.15	95,600.00	-	-	-	-	973,670.15
2030	-	-	-	-	-	-	-	878,200.15	93,800.00	-	-	-	-	972,000.15
2031	-	-	-	-	-	-	-	878,250.15	102,000.00	-	-	-	-	980,250.15
2032	-	-	-	-	-	-	-	878,220.15	-	-	-	-	-	878,220.15
2033	-	-	-	-	-	-	-	878,110.15	-	-	-	-	-	878,110.15
2034	-	-	-	-	-	-	-	878,920.15	-	-	-	-	-	878,920.15
2035	-	-	-	-	-	-	-	878,640.15	-	-	-	-	-	878,640.15
2036	-	-	-	-	-	-	-	878,280.15	-	-	-	-	-	878,280.15
2037	-	-	-	-	-	-	-	878,840.15	-	-	-	-	-	878,840.15
2038	-	-	-	-	-	-	-	878,310.15	-	-	-	-	-	878,310.15
2039	-	-	-	-	-	-	-	878,715.15	-	-	-	-	-	878,715.15
-	\$840,817.50	\$493,200.00	\$90,200.00	\$159,000.00	\$556,500.00	\$2,051,350.00	\$31,800.00	\$14,934,047.55	\$860,700.00	\$407,998.54	\$387,250.87	\$83,506.32	\$141,245.63	\$21,037,616.41

MADS 2,220,299.01





**CITY OF MARSHALL, MINNESOTA**

**RESOLUTION NO. 22- 045**

**RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES 2022A, IN THE PROPOSED AGGREGATE PRINCIPAL AMOUNT OF \$2,920,000 AND GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022B, IN THE PROPOSED AGGREGATE PRINCIPAL AMOUNT OF \$1,370,000; AND ESTABLISHING A PRICING COMMITTEE UNDER CERTAIN CIRCUMSTANCES**

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

1. Street Reconstruction Bonds.

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

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

(c) By resolution of the Council of the City, adopted on February 8, 2022, the Council authorized a public hearing to be conducted on March 8, 2022, with respect to a five-year street reconstruction plan (the "Street Reconstruction Plan") prepared in compliance with the Street Reconstruction Act, and the proposed issuance of general obligation bonds (the "Street Reconstruction Bonds") to finance certain street reconstruction described in the Street Reconstruction Plan, including the project designated by the City as the West Lyon Street (from College to 1<sup>st</sup> Street) Reconstruction Project (the "Street Reconstruction"). The City Clerk was authorized and directed to cause a notice of public hearing to be published in the official newspaper of the City once at least ten (10) days but not more than twenty-eight (28) days before the date of the public hearing.

(d) A notice of public hearing with respect to the Street Reconstruction Plan and the

proposed issuance of the Street Reconstruction Bonds to finance the Street Reconstruction was published on February 22, 2022, in *The Independent*, the official newspaper of the City in accordance with the Street Reconstruction Act.

(e) On March 8, 2022, the Council of the City conducted a public hearing on the proposals that the City adopt the Street Reconstruction Plan and issue the Street Reconstruction Bonds to finance the Street Reconstruction, all under the Street Reconstruction Act. Following the public hearing, the Council adopted a resolution approving the Street Reconstruction Plan and the issuance of the Street Reconstruction Bonds by a vote of at least two-thirds majority of the members of the Council.

(f) The City proposes to issue the Street Reconstruction Bonds in the proposed aggregate principal amount of \$335,000 to finance the Street Reconstruction and the costs of issuing the Street Reconstruction Bonds, subject to the contingency described in subsection (g) below. The principal of and interest on the Street Reconstruction Bonds will be paid from revenues derived from the imposition of ad valorem property taxes.

(g) If a petition requesting a vote on the issuance of the Street Reconstruction Bonds, signed by voters equal to five percent (5%) of the votes cast in the last municipal general election, is filed with the City Clerk within thirty (30) days after the date of the public hearing, the City may issue the Street Reconstruction Bonds only after obtaining approval of a majority of voters voting on the question at an election. The authorization to issue the Street Reconstruction Bonds is subject to expiration of the 30-day period without the City's receipt of a qualified petition under the Street Reconstruction Act, or if a qualified petition is filed, upon the approving vote of a majority of the voters voting on the question of issuance of the Street Reconstruction Bonds.

## 2. Abatement Bonds.

(a) The City has determined to finance certain public improvements, including to the Rose and Addison city parking lots adjacent to West Lyon Street in the City (the "Infrastructure Improvements").

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

(c) Pursuant to a resolution adopted by the Council on March 8, 2022 (the "Abatement Resolution"), following a duly noticed public hearing, the Council approved a property tax abatement (the "Abatements") for certain property in the City (the "Abatement Parcels") over a period of ten (10) years, in an amount not to exceed \$575,000.

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

(e) The City has determined to issue the Abatement Bonds in the proposed aggregate principal amount of \$575,000, pursuant to the Abatement Act, to provide financing for the Infrastructure Improvements.

3. Improvement Bonds.

(a) The City is authorized by Minnesota Statutes, Chapter 429, as amended, and Chapter 475 (collectively, the “Improvement Act”), to issue general obligation bonds in an amount deemed necessary to defray in whole or in part the expense incurred and estimated to be incurred in making improvements authorized by the Improvement Act, including the construction, reconstruction, improvement, and maintenance of streets, gutters, curb, and sidewalks and the construction, reconstruction, extension, and maintenance of storm and sanitary sewers and systems.

(b) Certain assessable public improvements within the City, including the projects designated by the City as the Halbur Road Reconstruction Project and the South 1<sup>st</sup> Street Reconstruction Project (the “Assessable Improvements”), have been made, duly ordered, or contracts let pursuant to the provisions of the Improvement Act.

(c) The Council finds it necessary and expedient to the sound financial management of the affairs of the City to issue general obligation improvement bonds in the proposed aggregate principal amount of \$1,940,000 (the “Improvement Bonds”), pursuant to the Improvement Act, to provide financing for the Assessable Improvements. The Improvement Bonds will be payable in part from special assessments imposed on properties in the City specially benefited by the improvements made with the proceeds of the Improvements Bonds.

4. Airport Bonds.

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

(b) No election is required to authorize the issuance of the bonds under the Airport Act if:

I. the bonds are authorized by a resolution of the Council, adopted by a vote of not less than 60 percent (60%) of its members; or

II. the bonds are being issued for the purpose of financing the costs of constructing, enlarging, or improving airports and other air navigation facilities; and

1. the Council estimates that passenger facility charges and other revenues pledged to the payment thereof will be at least twenty percent (20%) of the debt service payable on the bonds in any year;

2. the project will be funded in part by a state grant or federal grant for airport development; and

3. the principal amount of the bonds proposed to be issued does not exceed 25 percent (25%) of the amount of the state and federal grants.

(c) Pursuant to a resolution adopted by the Council on March 8, 2022 by a vote of not less than 60 percent (60%) of its members, the Council found that it is necessary and expedient to the sound financial management of the affairs of the City to issue one or more series of general obligation bonds, a portion of which will be designated as airport bonds in the proposed aggregate principal amount of \$70,000 (the “Airport Bonds”), pursuant to the Airport Act, to provide financing for certain improvements to the Southwest Minnesota Regional Airport (the “Airport”), including apron reconstruction with respect to the WPA hangar area and apron and taxiway sealcoat/crack filling (the “Airport Improvements”). The principal of and interest on the Airport Bonds will be paid from revenues derived from the imposition of ad valorem property taxes. The Airport Bonds may also be payable in part from net revenues obtained from the ownership, control, and operation of the Airport, including passenger facility charges and other revenues.

5. Refunding Bonds.

(a) The City is authorized by Chapter 475 and Minnesota Statutes, Section 475.67, subdivision 3 (collectively, the “Refunding Act”) to issue and sell its general obligation bonds to refund obligations and the interest thereon before the due date of the obligations, if consistent with covenants made with the holders thereof, when determined by the Council to be necessary or desirable for the reduction of debt service cost to the City or for the extension or adjustment of maturities in relation to the resources available for their payment.

(b) It is necessary and desirable for the reduction of debt service costs to the City to issue its general obligation refunding bonds in the proposed aggregate principal amount of \$1,370,000 (the “Refunding Bonds”), to current refund certain outstanding general obligation bonds of the City, including the Prior Bonds (as defined below), and to pay the costs of issuing the Refunding Bonds.

(c) The outstanding general obligation bonds of the City currently anticipated to be refunded consist of the (i) February 1, 2023 through 2027 maturities of the City’s General Obligation Tax Increment Bonds, Series 2011A, dated September 15, 2011, and outstanding in the principal amount of \$900,000 (the “Series 2011A Bonds”); and (ii) the February 1, 2023 through 2027 maturities of the City’s General Obligation Bonds, Series 2011B, dated September 15, 2011, and outstanding in the principal amount of \$585,000 (the “Series 2011B Bonds,” and together with the Series 2011B Bonds, the “Prior Bonds”).

(d) The Series 2011A Bonds were issued pursuant to Minnesota Statutes, Chapter 469.174-469.179, as amended (the “Tax Increment Act”), and Minnesota Statutes, Chapter 444, as amended (the “Utilities Act”), to finance various infrastructure improvements in the City’s Industrial Park development (the “2011A Projects”). The Series 2011B Bonds were issued pursuant to the Improvement Act, the Utilities Act, and the Abatement Act to finance various street improvement projects and related utility improvements (the “2011B Projects”).

6. Sale of Bonds.

(a) It is necessary and expedient to the sound financial management of the affairs of the City to issue its General Obligation Bonds, Series 2022A (the “Series 2022A Bonds”), in the proposed aggregate principal amount of \$2,920,000, pursuant to the Street Reconstruction Act,



the Abatement Act, the Improvement Act and the Airport Act to provide financing for the Street Reconstruction, the Infrastructure Improvements, the Assessable Improvements, and the Airport Improvements. The Series 2022A Bonds will be issued, sold, and delivered in accordance with the Terms of Proposal substantially in the form attached hereto as EXHIBIT A (the “Series A Terms of Proposal”).

(b) The Council hereby finds that it may be necessary and expedient to the sound financial management of the affairs of the City to issue its Refunding Bonds, to be designated General Obligation Refunding Bonds, Series 2022B (the “Series 2022B Bonds” and together with the Series 2022A Bonds, the “Bonds”), in the proposed aggregate principal amount of \$1,370,000, pursuant to the Refunding Act, the Tax Increment Act, the Improvement Act, the Utilities Act, and the Abatement Act to refund the Prior Bonds and thereby refinance the 2011A Project and 2011B Project. To the extent the City later determines to issue the Series 2022B Bonds, the Series 2022B Bonds will be issued, sold, and delivered in accordance with the Terms of Proposal substantially in the form attached hereto as EXHIBIT B (the “Series B Terms of Proposal”).

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

7. Authority of Municipal Advisor. Baker Tilly Municipal Advisors, LLC (the “Municipal Advisor”) is authorized and directed to negotiate the Series 2022A Bonds in accordance with the Series A Terms of Proposal and the Series B Terms of Proposal. The Council will meet at 5:30 P.M. on Tuesday, April 26, 2022, or on such other date as the City Administrator determines, to consider proposals on the Series 2022A Bonds and, to the extent the City determines to proceed with the issuance of the Series 2022B Bonds, the Series 2022B Bonds, and take any other appropriate action with respect to such Bonds.

8. Pricing Committee.

(a) If, upon advice of the Municipal Advisor, the date for consideration of the proposals on the Bonds should occur on a date other than the date specified in Section 7 of this resolution due to market volatility, the Council hereby establishes a pricing committee with respect to the Bonds, comprised of the Mayor, the City Administrator, and the Director of Administrative Services (the “Pricing Committee”). The Pricing Committee is authorized and directed, with the advice of the Municipal Advisor, to review proposals for the sale of the Bonds and award the sale of the Bonds to one or more prospective purchasers (each, a “Purchaser”), with a proposal conforming to the Series A Terms of Proposal and the Series B Terms of Proposal, subject to the following parameters:

- i. With respect to the Series 2022A Bonds: (i) the principal amount, net of any reoffering premium and reoffering discount, shall not exceed \$3,000,000; and (ii) the true interest cost shall not exceed 4.00%; and
- ii. With respect to the Series 2022B Bonds: (i) the principal amount, net of any reoffering premium and reoffering discount, shall not exceed \$1,400,000; and (ii) the Series 2022B Bonds shall achieve debt service savings over the life of the Series 2022B Bonds in the amount of at least \$20,000.

(b) The City hereby approves the sale of the Series 2022A Bonds and the Series 2022B Bonds to the Purchaser(s) selected by the Pricing Committee at the prices, principal amounts, and rates to be determined by the Pricing Committee in accordance with this Section 8.

(c) The Council will meet at 5:30 P.M. on Tuesday, April 26, 2022, or on such other date as the City Administrator determines, after acceptance by the Pricing Committee of the proposal of each Purchaser, to ratify such acceptance and take any other appropriate action with respect to the Bonds; provided that ratification by the Council of the sale of the Series 2022A Bonds, and if applicable, the Series 2022B, shall occur not later than 90 days of the date of adoption of this resolution.

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

10. Covenants. In the resolution awarding the sale of the Bonds the Council will set forth the covenants and undertakings required by the Street Reconstruction Act, the Abatement Act, the Improvement Act and the Airport Act, the Refunding Act, the Tax Increment Act, and the Utilities Act, as applicable.

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

Passed and adopted this March 22, 2022.

**CITY OF MARSHALL, MINNESOTA**

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Robert J. Byrnes  
Mayor

Attest:

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Kyle Box  
City Clerk

**EXHIBIT A**

**Series A Terms of Proposal**

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

**TERMS OF PROPOSAL**

**\$2,920,000\***

**CITY OF MARSHALL, MINNESOTA  
GENERAL OBLIGATION BONDS, SERIES 2022A**

**(BOOK ENTRY ONLY)**

Proposals for the above-referenced obligations (the "Series 2022A Bonds") will be received by the City of Marshall, Minnesota (the "City") on Tuesday, April 26, 2022 (the "Sale Date") until 10:00 A.M., Central Time (the "Sale Time") at the offices of Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA"), 225 South 6<sup>th</sup> Street, Suite 2300, Minneapolis, Minnesota, 55402, after which time proposals will be opened and tabulated. Consideration for award of the Series 2022A Bonds will be by the City Council at its meeting commencing at 5:30 P.M., Central Time, of the same day.

**SUBMISSION OF PROPOSALS**

Baker Tilly MA will assume no liability for the inability of a bidder or its proposal to reach Baker Tilly MA prior to the Sale Time, and neither the City nor Baker Tilly MA shall be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Series 2022A Bonds regardless of the manner in which the proposal is submitted.

(a) **Sealed Bidding.** Completed, signed proposals may be submitted to Baker Tilly MA by email to [bondservice@bakertilly.com](mailto:bondservice@bakertilly.com) or by fax (651) 223-3046, and must be received prior to the Sale Time.

**OR**

(b) **Electronic Bidding.** Proposals may also be received via PARITY<sup>®</sup>. For purposes of the electronic bidding process, the time as maintained by PARITY<sup>®</sup> shall constitute the official time with respect to all proposals submitted to PARITY<sup>®</sup>. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY<sup>®</sup> for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the City, its agents, nor PARITY<sup>®</sup> shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents, nor PARITY<sup>®</sup> shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY<sup>®</sup>. The City is using the services of PARITY<sup>®</sup> solely as a communication mechanism to conduct the electronic bidding for the Series 2022A Bonds, and PARITY<sup>®</sup> is not an agent of the City.

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

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

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\* *Preliminary; subject to change.*

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2022 Baker Tilly Municipal Advisors, LLC.

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DETAILS OF THE SERIES 2022A BONDS

The Series 2022A Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing February 1, 2023. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2022A Bonds will mature February 1 in the years and amounts\* as follows:

2024	\$295,000	2026	\$295,000	2028	\$300,000	2030	\$285,000	2032	\$290,000
2025	\$295,000	2027	\$300,000	2029	\$280,000	2031	\$285,000	2033	\$295,000

\* *The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Series 2022A Bonds or the amount of any maturity or maturities in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Series 2022A Bonds as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the City for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.*

Proposals for the Series 2022A Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth above. In order to designate term bonds, the proposal must specify “Years of Term Maturities” in the spaces provided on the proposal form.

BOOK ENTRY SYSTEM

The Series 2022A Bonds will be issued by means of a book entry system with no physical distribution of Series 2022A Bonds made to the public. The Series 2022A Bonds will be issued in fully registered form and one Series 2022A Bond, representing the aggregate principal amount of the Series 2022A Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository for the Series 2022A Bonds. Individual purchases of the Series 2022A Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Series 2022A Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the “Purchaser”), as a condition of delivery of the Series 2022A Bonds, will be required to deposit the Series 2022A Bonds with DTC.

REGISTRAR

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

OPTIONAL REDEMPTION

The City may elect on February 1, 2030, and on any day thereafter, to redeem Series 2022A Bonds due on or after February 1, 2031. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Series 2022A Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

#### SECURITY AND PURPOSE

The Series 2022A Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. In addition, the City will pledge (i) special assessments against benefited properties and (ii) available tax abatement revenue for repayment of a portion of the Series 2022A Bonds. The proceeds of the Series 2022A Bonds, along with available City funds, will be used to finance (i) various improvement projects within the City, (ii) various improvements to the Southwest Minnesota Regional Airport, (iii) various parking lot improvements, (iv) various street reconstruction projects, and (v) the costs of issuance of the Series 2022A Bonds.

#### BANK QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will designate the Series 2022A Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

#### BIDDING PARAMETERS

Proposals shall be for not less than \$2,896,640 plus accrued interest, if any, on the total principal amount of the Series 2022A Bonds. No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the City scheduled for award of the Series 2022A Bonds is adjourned, recessed, or continued to another date without award of the Series 2022A Bonds having been made. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater. Series 2022A Bonds of the same maturity shall bear a single rate from the date of the Series 2022A Bonds to the date of maturity. No conditional proposals will be accepted.

#### ESTABLISHMENT OF ISSUE PRICE

In order to provide the City with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Purchaser will be required to assist the City in establishing the issue price of the Series 2022A Bonds and shall complete, execute, and deliver to the City prior to the closing date, a written certification in a form acceptable to the Purchaser, the City, and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Series 2022A Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the "public" (as said term is defined in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price. Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by Baker Tilly MA.

The City intends that the sale of the Series 2022A Bonds pursuant to this Terms of Proposal shall constitute a "competitive sale" as defined in the Regulation based on the following:

- (i) the City shall cause this Terms of Proposal to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
- (ii) all bidders shall have an equal opportunity to submit a bid;
- (iii) the City reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Series 2022A Bonds; and
- (iv) the City anticipates awarding the sale of the Series 2022A Bonds to the bidder who provides a proposal with the lowest true interest cost, as set forth in this Terms of Proposal (See "AWARD" herein).

Any bid submitted pursuant to this Terms of Proposal shall be considered a firm offer for the purchase of the Series 2022A Bonds, as specified in the proposal. The Purchaser shall constitute an "underwriter" as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Series 2022A Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Series 2022A Bonds.

not constitute cause for failure or refusal by the successful bidder to accept delivery of the Series 2022A Bonds.

#### CUSIP NUMBERS

If the Series 2022A Bonds qualify for the assignment of CUSIP numbers such numbers will be printed on the Series 2022A Bonds; however, neither the failure to print such numbers on any Series 2022A Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Series 2022A Bonds. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

#### SETTLEMENT

On or about May 26, 2022, the Series 2022A Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Kennedy & Graven, Chartered of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Series 2022A Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Series 2022A Bonds has been made impossible by action of the City, or its agents, the Purchaser shall be liable to the City for any loss suffered by the City by reason of the Purchaser's non-compliance with said terms for payment.

#### CONTINUING DISCLOSURE

In accordance with SEC Rule 15c2-12(b)(5), the City will undertake, pursuant to the resolution awarding sale of the Series 2022A Bonds, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Official Statement. The Purchaser's obligation to purchase the Series 2022A Bonds will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Series 2022A Bonds.

#### OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Series 2022A Bonds, and said Preliminary Official Statement has been deemed final by the City as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For an electronic copy of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, Baker Tilly Municipal Advisors, LLC, by telephone (651) 223-3000, or by email [bondservice@bakertilly.com](mailto:bondservice@bakertilly.com). The Preliminary Official Statement will also be made available at <https://connect.bakertilly.com/bond-sales-calendar>.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Series 2022A Bonds, together with any other information required by law. By awarding the Series 2022A Bonds to the Purchaser, the City agrees that, no more than seven business days after the date of such award, it shall provide to the Purchaser an electronic copy of the Final Official Statement. The City designates the Purchaser as its agent for purposes of distributing the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the City, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated March 22, 2022

BY ORDER OF THE CITY COUNCIL

/s/ Sharon Hanson  
City Administrator

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**EXHIBIT B**

**Series B Terms of Proposal**



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

**TERMS OF PROPOSAL**

**\$1,370,000\***

**CITY OF MARSHALL, MINNESOTA**

**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022B**

**(BOOK ENTRY ONLY)**

Proposals for the above-referenced obligations (the "Series 2022B Bonds") will be received by the City of Marshall, Minnesota (the "City") on Tuesday, April 26, 2022 (the "Sale Date") until 10:00 A.M., Central Time (the "Sale Time") at the offices of Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA"), 225 South 6<sup>th</sup> Street, Suite 2300, Minneapolis, Minnesota, 55402, after which time proposals will be opened and tabulated. Consideration for award of the Series 2022B Bonds will be by the City Council at its meeting commencing at 5:30 P.M., Central Time, of the same day.

**SUBMISSION OF PROPOSALS**

Baker Tilly MA will assume no liability for the inability of a bidder or its proposal to reach Baker Tilly MA prior to the Sale Time, and neither the City nor Baker Tilly MA shall be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Series 2022B Bonds regardless of the manner in which the proposal is submitted.

(a) **Sealed Bidding.** Completed, signed proposals may be submitted to Baker Tilly MA by email to [bondservice@bakertilly.com](mailto:bondservice@bakertilly.com) or by fax (651) 223-3046, and must be received prior to the Sale Time.

**OR**

(b) **Electronic Bidding.** Proposals may also be received via PARITY<sup>®</sup>. For purposes of the electronic bidding process, the time as maintained by PARITY<sup>®</sup> shall constitute the official time with respect to all proposals submitted to PARITY<sup>®</sup>. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY<sup>®</sup> for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the City, its agents, nor PARITY<sup>®</sup> shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents, nor PARITY<sup>®</sup> shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY<sup>®</sup>. The City is using the services of PARITY<sup>®</sup> solely as a communication mechanism to conduct the electronic bidding for the Series 2022B Bonds, and PARITY<sup>®</sup> is not an agent of the City.

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

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

\* *Preliminary; subject to change.*

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2022 Baker Tilly Municipal Advisors, LLC.

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## DETAILS OF THE SERIES 2022B BONDS

The Series 2022B Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing February 1, 2023. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2022B Bonds will mature February 1 in the years and amounts\* as follows:

2023	\$425,000	2024	\$235,000	2025	\$230,000	2026	\$240,000	2027	\$240,000
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\* *The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Series 2022B Bonds or the amount of any maturity or maturities in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Series 2022B Bonds as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the City for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.*

Proposals for the Series 2022B Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth above. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the proposal form.

### BOOK ENTRY SYSTEM

The Series 2022B Bonds will be issued by means of a book entry system with no physical distribution of Series 2022B Bonds made to the public. The Series 2022B Bonds will be issued in fully registered form and one Series 2022B Bond, representing the aggregate principal amount of the Series 2022B Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Series 2022B Bonds. Individual purchases of the Series 2022B Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Series 2022B Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the "Purchaser"), as a condition of delivery of the Series 2022B Bonds, will be required to deposit the Series 2022B Bonds with DTC.

### REGISTRAR

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

### OPTIONAL REDEMPTION

The Series 2022B Bonds will not be subject to optional redemption in advance of their respective stated maturity dates.

### SECURITY AND PURPOSE

The Series 2022B Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. In addition, the City will pledge (i) net revenues of the City's Wastewater Treatment and Surface Water Management Funds previously pledged to the Series 2011A Bonds (as defined herein) and Series 2011B Bonds (as defined herein); and (ii) tax abatement revenues from Country Club Drive Improvements previously pledged to the Series 2011B Bonds for repayment of the Series 2022B Bonds. The proceeds of the Series 2022B Bonds, along with available

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City funds will be used to refund (i) the February 1, 2023 through February 1, 2027 maturities of the City's General Obligation Tax Increment Bonds, Series 2011A, dated September 15, 2011 (the "Series 2011A Bonds"); and (ii) the February 1, 2023 through February 1, 2027 of the City's General Obligation Bonds, Series 2011B, dated September 15, 2011 (the "Series 2011B Bonds").

#### BANK QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will designate the Series 2022B Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

#### BIDDING PARAMETERS

Proposals shall be for not less than \$1,359,040 plus accrued interest, if any, on the total principal amount of the Series 2022B Bonds. No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the City scheduled for award of the Series 2022B Bonds is adjourned, recessed, or continued to another date without award of the Series 2022B Bonds having been made. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater. Series 2022B Bonds of the same maturity shall bear a single rate from the date of the Series 2022B Bonds to the date of maturity. No conditional proposals will be accepted.

#### ESTABLISHMENT OF ISSUE PRICE

In order to provide the City with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Purchaser will be required to assist the City in establishing the issue price of the Series 2022B Bonds and shall complete, execute, and deliver to the City prior to the closing date, a written certification in a form acceptable to the Purchaser, the City, and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Series 2022B Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the "public" (as said term is defined in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price. Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by Baker Tilly MA.

The City intends that the sale of the Series 2022B Bonds pursuant to this Terms of Proposal shall constitute a "competitive sale" as defined in the Regulation based on the following:

- (i) the City shall cause this Terms of Proposal to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
- (ii) all bidders shall have an equal opportunity to submit a bid;
- (iii) the City reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Series 2022B Bonds; and
- (iv) the City anticipates awarding the sale of the Series 2022B Bonds to the bidder who provides a proposal with the lowest true interest cost, as set forth in this Terms of Proposal (See "AWARD" herein).

Any bid submitted pursuant to this Terms of Proposal shall be considered a firm offer for the purchase of the Series 2022B Bonds, as specified in the proposal. The Purchaser shall constitute an "underwriter" as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Series 2022B Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Series 2022B Bonds.

If all of the requirements of a “competitive sale” are not satisfied, the City shall advise the Purchaser of such fact prior to the time of award of the sale of the Series 2022B Bonds to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Series 2022B Bonds, the Purchaser shall advise the City and Baker Tilly MA if 10% of any maturity of the Series 2022B Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which it was sold. The City will treat such sale price as the “issue price” for such maturity, applied on a maturity-by-maturity basis. The City will not require the Purchaser to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the City will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the City and Baker Tilly MA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the City and Baker Tilly MA notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Series 2022B Bonds or until all of the Series 2022B Bonds of a maturity have been sold.

#### GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the City in the amount of \$13,700 (the “Deposit”) no later than 1:00 P.M., Central Time on the Sale Date. The Purchaser shall be solely responsible for the timely delivery of its Deposit, and neither the City nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the City may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

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

Once an award has been made, the Deposit received from the Purchaser will be retained by the City and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted proposal, said amount will be retained by the City.

#### AWARD

The Series 2022B Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the City. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The City will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Series 2022B Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the City determines to have failed to comply with the terms herein.

#### BOND INSURANCE AT PURCHASER'S OPTION

The City has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Series 2022B Bonds. If the Series 2022B Bonds qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the City) shall be paid by the successful bidder.

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Failure of the municipal bond insurer to issue the policy after the award of the Series 2022B Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Series 2022B Bonds.

#### CUSIP NUMBERS

If the Series 2022B Bonds qualify for the assignment of CUSIP numbers such numbers will be printed on the Series 2022B Bonds; however, neither the failure to print such numbers on any Series 2022B Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Series 2022B Bonds. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

#### SETTLEMENT

On or about May 26, 2022, the Series 2022B Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Kennedy & Graven, Chartered of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Series 2022B Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Series 2022B Bonds has been made impossible by action of the City, or its agents, the Purchaser shall be liable to the City for any loss suffered by the City by reason of the Purchaser's non-compliance with said terms for payment.

#### CONTINUING DISCLOSURE

In accordance with SEC Rule 15c2-12(b)(5), the City will undertake, pursuant to the resolution awarding sale of the Series 2022B Bonds, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Official Statement. The Purchaser's obligation to purchase the Series 2022B bonds will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Series 2022B Bonds.

#### OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Series 2022B Bonds, and said Preliminary Official Statement has been deemed final by the City as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For an electronic copy of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, Baker Tilly Municipal Advisors, LLC, by telephone (651) 223-3000, or by email [bondservice@bakertilly.com](mailto:bondservice@bakertilly.com). The Preliminary Official Statement will also be made available at <https://connect.bakertilly.com/bond-sales-calendar>.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Series 2022B Bonds, together with any other information required by law. By awarding the Series 2022B Bonds to the Purchaser, the City agrees that, no more than seven business days after the date of such award, it shall provide to the Purchaser an electronic copy of the Final Official Statement. The City designates the Purchaser as its agent for purposes of distributing the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the City, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated March 22, 2022

BY ORDER OF THE CITY COUNCIL

/s/ Sharon Hanson  
City Administrator

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

I, the undersigned, being the duly qualified and acting City Clerk of the City of Marshall, Minnesota (the “City”), DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of the City, duly called and held on March 22, 2022, insofar as such minutes relate to the issuance and sale of the City’s General Obligation Bonds, Series 2022A, in the proposed aggregate principal amount of \$2,920,000 and General Obligation Refunding Bonds, Series 2022B, in the proposed aggregate principal amount of \$1,370,000.

WITNESS my hand this \_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF MARSHALL, MINNESOTA**

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Kyle Box  
City Clerk



**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, March 22, 2022
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Request for Interim Use Permit / storage containers in a B-3 General Business District Shri Gayatri LLC 1511 East College Drive
<b>Background Information:</b>	<p>This is the request by the Owner for an Interim Use Permit for a shipping container placement in a B-3 General business district. Last spring the City has amended its Ordinance governing placement of shipping containers and semi-trailers on properties within the City. The revised Ordinance now allows placing a limited number of containers in a general business district by an interim use permit. The above-listed conditions include a reference (condition 4) to a particular Ordinance section that itemizes specific conditions for container placement. This section is attached to make sure that only its current version is applicable and compliance with future amendments, if any, to this section will not be required.</p> <p>Interim use permit regulations are found in Sec. 86-46 and the standard for approval are in Sec. 86-49.</p> <p>At the Planning Commission meeting on March 9, 2022, after a public hearing, a motion was made by Muchlinski, seconded by Deutz, to recommend approval as recommended by city staff to City Council. <b>ALL VOTED IN FAVOR.</b></p>
<b>Fiscal Impact:</b>	None known.
<b>Alternative/ Variations:</b>	Deny the request.
<b>Recommendations:</b>	<p>Planning Commission recommends that the Council approve the request by Shri Gayatri LLC for an Interim Use Permit to have a storage container on the premises at 1511 East College Drive with the following conditions:</p> <ol style="list-style-type: none"> <li>1. That the regulations, standards and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with.</li> <li>2. That the City reserves the right to revoke the Conditional Use Permit in the event that any person has breached the conditions contained in this permit provided first, that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable amount of time in which to repair such default.</li> <li>3. That this permit expires when the property changes ownership.</li> <li>4. That this container meets all conditions of Sec. 86-248(f) dated 04-27-2021 (as attached) by June 30, 2022, including a fence</li> </ol>

**INTERIM USE PERMIT**  
City of Marshall, Minnesota

**WHEREAS**, the Planning Commission of the City of Marshall has held a Public Hearing for a Interim Use Permit for to have a storage container on the premises at the location described as:

State of Minnesota, County of Lyon, City of Marshall  
**1511 East College Drive**

and, in accordance with and pursuant to the provisions of Chapter 86 of the City Code of Ordinances related to zoning; and has written findings that the establishment, maintenance or conducting of the use for which the permit is sought will not under the circumstances be detrimental to the health, safety, morals, comfort, convenience or welfare of the persons residing or working in the area adjacent to the use, or to the public welfare, or injurious to property or improvements in the area adjacent to such use; and,

**WHEREAS**, the Planning Commission has designated certain conditions in the granting of such use permit.

**NOW, THEREFORE** Be It Resolved by the Common Council of the City of Marshall, Minnesota, that an Interim Use Permit be granted to Shri Gayatri LLC to have a storage container on the premises described herein subject to the following conditions:

1. That the regulations, standards and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with.
2. That the City reserves the right to revoke the Interim Use Permit in the event that any person has breached the conditions contained in this permit provided that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable time in which to repair such default.
3. That this permit expires when the property changes ownership.
4. That this container meets all conditions of Sec. 86-248(f) dated 04-27-2021 (as attached) by June 30, 2022.

**ADOPTED March 22, 2022.**

ATTEST:

\_\_\_\_\_  
Mayor

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

(SEAL)

File No. 1148

This Instrument Drafted By:  
Jason R. Anderson, P.E.  
City Engineer/Zoning Administrator



## **Section 86-248 Outside Storage**

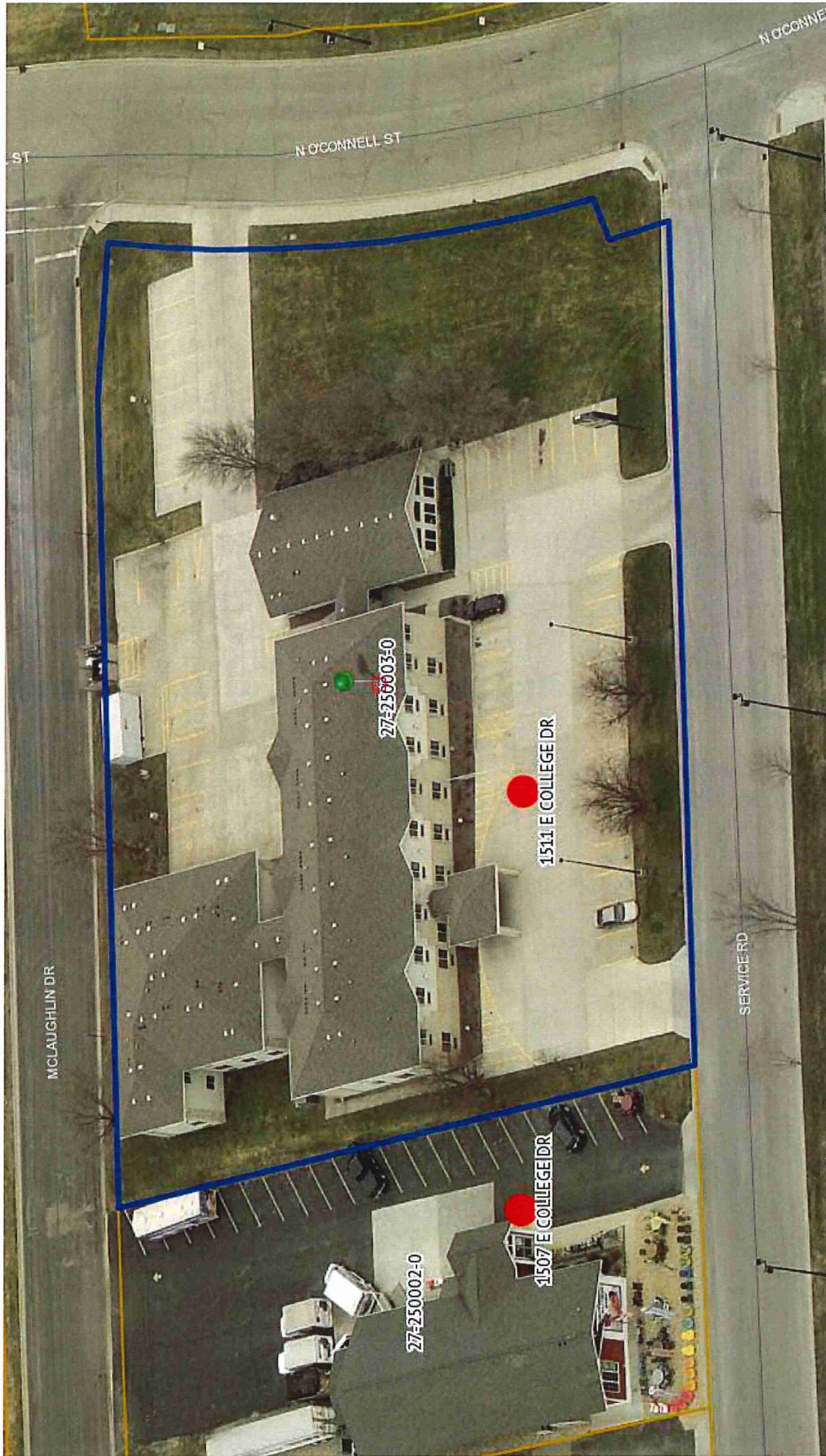
- (a) In all classes of residential districts, open storage and accumulation of materials and equipment shall be prohibited. In all other zoning districts, open storage of materials and equipment shall be prohibited in the required front, side, and rear yards, except storage shall be allowed in the required rear yard in industrial districts. Unless prohibited elsewhere in the ordinance, any other outside storage, including outdoor storage tanks, shall be located or screened so as not to be visible from public right-of-way, public parks or any lot within 500 feet in any of the classes of business or residence districts, except in industrial and agricultural zoning districts screening from public right-of-way is not required. The screening may be achieved by fencing or landscaping means compliant with section 86-247. In all classes of business districts, the storage area shall be paved 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 weeks prior to construction and is exempt from the above requirements provided a valid building permit is obtained.
- (b) Outdoor display of retail merchandise intended for sale or rent and open to public shall be allowed in all classes of business and industrial districts. In all classes of business districts, the display area, except live plants sales area, shall be 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 in all classes of residential or business districts. Utilization of a single unit is allowed for temporary storage for no more than 30 days in a calendar year; the 30 days limit may be extended up to 180 days by an interim use permit. The above 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 trailers is permitted.

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

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





**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, March 22, 2022
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Request for Conditional Use Permit / mini storage in a B-3 General Business District by Menard, Inc. at 1211 Clarice Avenue
<b>Background Information:</b>	<p>This is a request of Menard, Inc. to have a mini storage in a B-3 General Business District at 1211 Clarice Avenue, which requires a Conditional Use Permit. Conditions attached will minimize an impact on surrounding properties.</p> <p>Requirements for B-3 District can be found in Sec. 86-104. The Conditional Use Permit regulations are found in Sec. 86-46 and the Standards for approval are found in Sec. 86-49.</p> <p>At the Planning Commission meeting on March 9, 2022, after a public hearing, a motion was made by Muchlinski, seconded by Deutz, to recommend approval as recommended by city staff to City Council. ALL VOTED IN FAVOR.</p>
<b>Fiscal Impact:</b>	None known.
<b>Alternative/Variations:</b>	None recommended.
<b>Recommendations:</b>	<p>Planning Commission recommends that the Council approve a Conditional Use Permit request by Menard, Inc. to have a mini storage in a B-3 General Business District at 1211 Clarice Avenue with the following conditions:</p> <ol style="list-style-type: none"> <li>1. That the regulations, standards, and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with.</li> <li>2. That the City reserves the right to revoke the Conditional Use Permit in the event that any person has breached the conditions contained in this permit provided that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable time in which to repair such default.</li> <li>3. That the property is maintained to conform to the Zoning Code and not cause or create negative impacts to adjacent existing or future properties.</li> <li>4. All driveways, approaches, any other non-landscaped areas are paved.</li> <li>5. The perimeter of the property is separated from surrounding areas either by storage units or a minimum 6-foot high opaque fence.</li> <li>6. The landscape ordinance provisions for live vegetation and trees are complied with, both at the time of construction for area allocated for mini-storage, and for future subdivided parcel as determined at that time.</li> <li>7. The number of units is as follows: 558 enclosed units and 78 RV parking stalls.</li> </ol>

**CONDITIONAL USE PERMIT**  
City of Marshall, Minnesota

**WHEREAS**, the Planning Commission of the City of Marshall has held a Public Hearing for a Conditional Use Permit to allow Menard, Inc. to have mini storage in a B-3 General Business District as follows:

OUTLOT A MENARDS SECOND SUBDIVISION  
City of Marshall, County of Lyon, State of Minnesota  
**1211 Clarice Avenue**

in accordance with and pursuant to the provisions of Chapter 86 of the City Code of the City of Marshall related to zoning; and has written findings that the establishment, maintenance or conducting of the use for which a Conditional Use Permit is sought will not under the circumstances be detrimental to the health, safety, morals, comfort, convenience or welfare of the persons residing or working in the area adjacent to any such use or to the public welfare or injurious to property or improvements in the area adjacent to such use; and

WHEREAS, the Planning Commission has designated certain conditions in the granting of such permit,

NOW THEREFORE, Be It Resolved by the Common Council of the City of Marshall, Minnesota, that a Conditional Use Permit be granted to Menard, Inc. to have mini storage in a B-3 General Business District on the premises described herein subject to the following conditions:

1. That the regulations, standards and requirements as set forth in the City Code and as pertains to the Class of District which such premises are located therein shall be conformed with.
2. That the City reserves the right to revoke the Conditional Use Permit in the event that the applicant has breached the conditions contained in this permit provided first, however, that the City serve the applicant with written notice specifying items of any such default and thereafter allow the applicant a reasonable time in which to cure any such default.
3. That the owner maintains the property to conform with the Housing Code, Zoning Ordinance, Building Code, and not cause or create negative impacts to existing or future properties adjacent thereto.
4. All driveways, approaches, any other non-landscaped areas are paved.
5. The perimeter of the property is separated from surrounding areas either by storage units or a minimum 6-foot high opaque fence.
6. The landscape ordinance provisions for live vegetation and trees are complied with, both at the time of construction for area allocated for mini-storage, and for future subdivided parcel as determined at that time.
7. The number of units is as follows: 558 enclosed units and 78 RV parking stalls.

**ADOPTED March 22, 2022.**

ATTEST:

\_\_\_\_\_  
Mayor

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

This Instrument Drafted By:  
Jason R. Anderson, P.E.  
City Engineer/Zoning Administrator

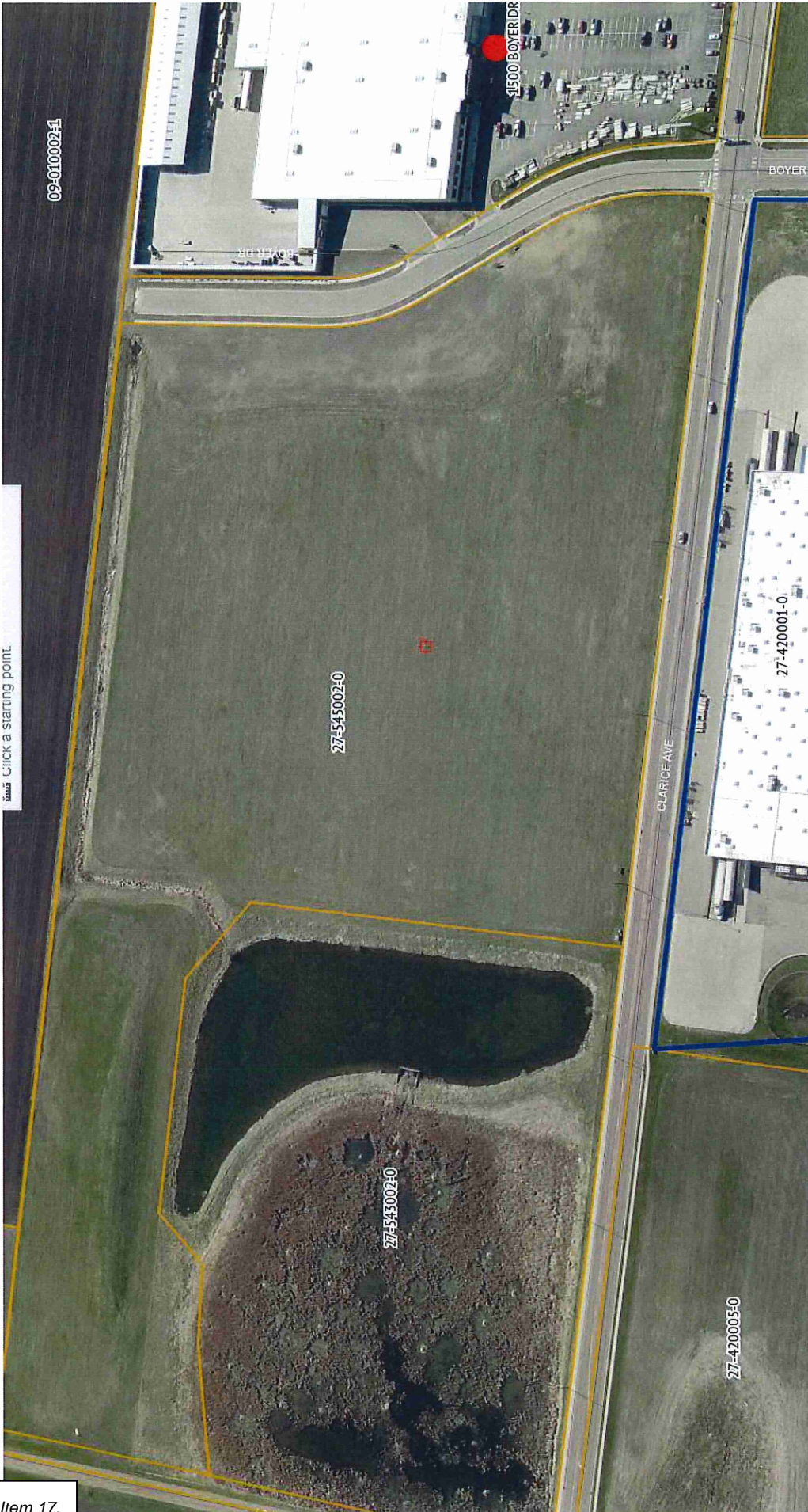
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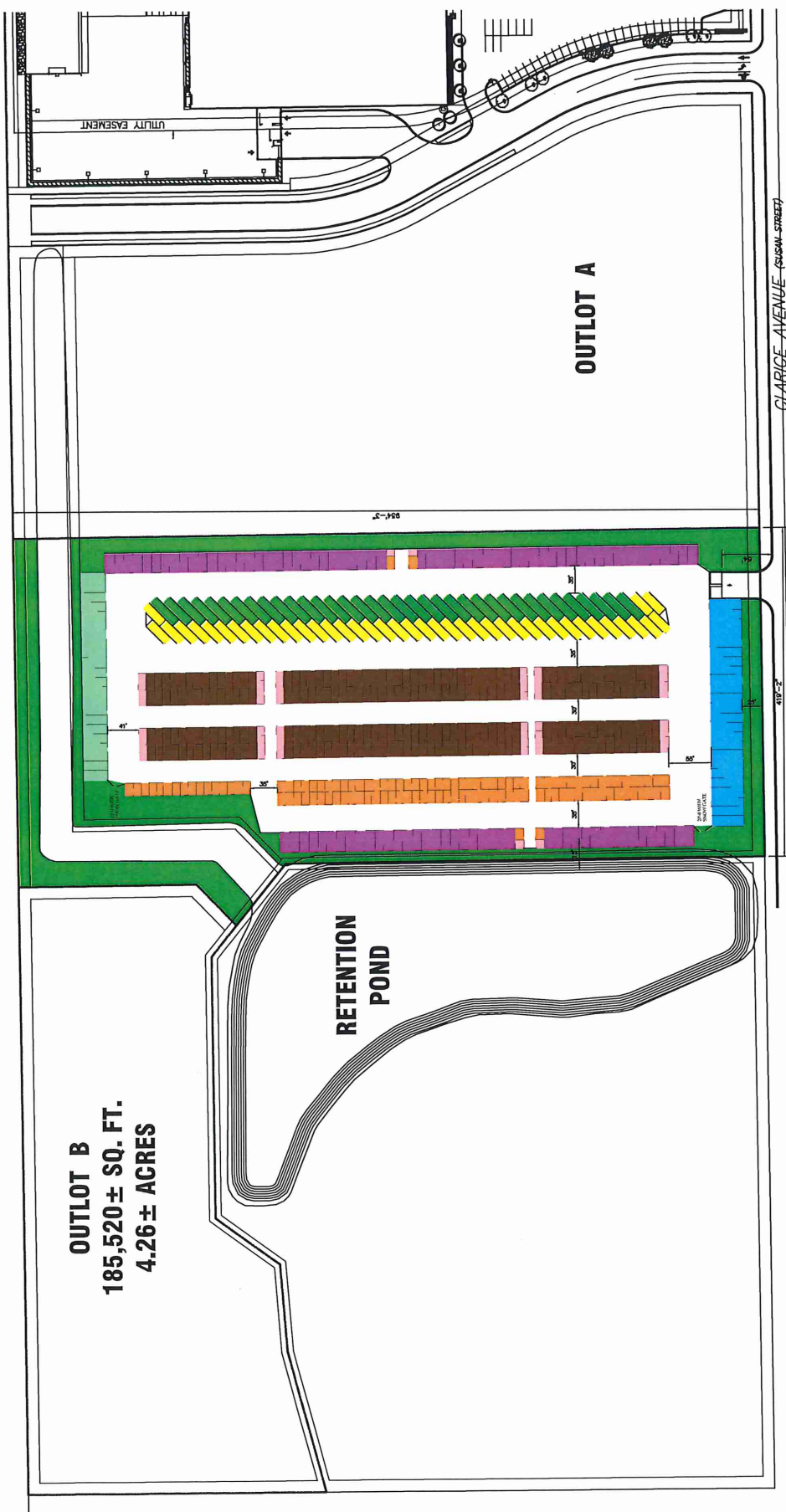
File No. 1149



Click a starting point.

09-010002-1





<b>SELF-STORAGE BUILDING AREA</b> 303,271 ± SQ. FT. 6.96 ± ACRES	<b>SELF-STORAGE LOT</b> 434,561 ± SQ. FT. 9.97 ± ACRES	<b>25% GREENSPACE REQUIRED</b> 2.49 ± ACRES	<b>SELF-STORAGE LOT</b> 30,937 ± SQ. FT. 0.71 ± ACRES	<b>POND GREENSPACE AREA</b> 30,937 ± SQ. FT. 0.71 ± ACRES	<b>28.52% WATERY GREENSPACE</b> <b>71.48% LIVE GREENSPACE</b>
<b>108,640/5,000 = 22 TREES REQUIRED</b>		<b>SELF-STORAGE LOT GREENSPACE PROVIDED</b> 2.49 ± ACRES			







<b>Meeting Date:</b>	Tuesday, March 22, 2022
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Levee and Flood Control Property Signage Exhibits and Quote.
<b>Background Information:</b>	<p>Buettel-Moseng is providing surveying services for determination and location of select property points of the Flood Control Project, both levee and diversion channel property and easements. The survey includes setting property pins (where applicable) and setting stakes at requested locations along the Flood Control Project.</p> <p>The flood control project is very important to the City of Marshall, and it is imperative that all adjacent property owners understand where their properties end. According to the US Army Corps of Engineers national levee database, roughly \$1.26B dollars of property value is protected by our flood control project, including at least 2,101 buildings. There are numerous locations along the flood control project properties where adjacent property owners have planted trees, placed sheds, planted gardens, and parked trailers on city property. Any installation on City property shall require City permission.</p> <p>Staff is proposing to install posts at selected points to indicate property boundaries. The signs would be installed on U-channel posts, approximately four feet off the ground. Signs are proposed to be 4" high by 6" wide with a green background.. Posts and signs would be installed by Street Department staff. For visualization, templates of the sign are included in the Council packet.</p> <p>At locations where the City has easement, as opposed to fee estate, staff would not recommend posts but rather annual notifications to those property owners about the presence of the Flood Control easement.</p> <p>The City requested layouts and quotes from two companies. The low quote was provided from M-R Sign Co., Inc. of Fergus Falls, Minnesota, in the amount of \$1,931.80.</p> <p>This item will be presented to the Public Improvement/Transportation Committee at their meeting on March 22, 2022.</p>
<b>Fiscal Impact:</b>	The quote as described for signs and posts is for the amount of \$1,931.80. The cost would be funded through the Surface Water Management Utility.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendation:</b>	that the Council authorize the purchase of the signs and posts associated with the Flood Control Project from M-R Sign Co., Inc. of Fergus Falls, Minnesota, in the amount of \$1,931.80.





**M-R Sign Co., Inc.**

1706 1st Avenue North  
Fergus Falls, MN 56537  
Phone: (218) 736-5681  
Fax: (218) 736-4070

**QUOTATION**

Quote No: 12722

Date: 03/22/22

Quote: MARSHALL, CITY OF  
STREET DEPARTMENT  
344 W MAIN ST  
MARSHALL, MN 56257-0477

Attention: Jessie Dehn

Phone No: 507-537-6778

Quoted By: KARLA

Fax No: 507-537-7325

Quantity	Stock Code	Description	Each	Line Total
120	900-500072	SS06"X04"RECHIG080MARSHALL CITY OF MARSHALL... WHITE ON GREEN HIP 85 EA: LEVEE ROW	7.750	930.00
120	GP06-1121	35 EA: FLOOD CONTROL ROW GRN POST 6'X 1.12#/FT 3/8"1" GREEN U CHANNEL POST	6.68169	801.80

Thank you!  
Karla

Line Total	1731.80
Sales Tax	0.00
Freight <i>est mate.</i>	200.00
<b>Quote Total</b>	<b>1931.80</b>



QUOTATION

Newman Signs Inc.  
PO Box 1728  
Jamestown, ND 58402  
Phone: 800-437-9770

**\*\*Given the current market conditions, after one week, this quote is subject to change at any time at the discretion of Newman Traffic Signs.\*\***

Quote #: TRFQTE052614

Quote Date: 3/9/2022

Customer Number: MAR-03-039

Ship Via: MIDWEST

Sales Rep: Marcia Johnson

FOB: ORIGIN

Payment Terms: Net 30

Bill To:

CITY OF MARSHALL  
344 WEST MAIN STREET  
MARSHALL MN, 56258-1313

Ship To:

CITY OF MARSHALL  
901 OAK ST  
MARSHALL MN, 56258

Header Note: THANK YOU, JESSIE!!! MARCIA/BRIAN

SEQ	Item Number/Cost Code/Description/Note	Quantity	Unit Price	Extended Price
1	SPECIALTRAFFIC T-DP006004/2M3A 6X4 .080 STD 1 POST PUNCH/RADIUS W/BORDER HIP WHITE/GREEN SEE ATT. 35 EA CITY FLOOD CONTROL PROPERTY 85 EA CITY OF MARSHALL LEVEE PROPERTY	120.00	9.93	1,191.60
2	T-UCH-6-2# U-CHANNEL POST 6 FT 2# GREEN	120.00	13.81	1,657.20
3	FREIGHT-TRAFFIC FREIGHT TRAFFIC SALES	1.00	149.63	149.63
Subtotal:				2,998.43
Tax:				0.00
Total:				\$2,998.43

3/16/2022 9:16:02 AM



QUOTATION

Newman Signs Inc.  
PO Box 1728  
Jamestown, ND 58402  
Phone: 800-437-9770

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901 OAK ST  
MARSHALL MN, 56258

Header Note: THANK YOU, JESSIE!!! MARCIA/BRIAN

Total subject to any applicable tax and freight charges. Additional freight charges for residential delivery, inside delivery, liftgate delivery, limited access delivery, or other charges incurred will be invoiced to the customer.

3/16/2022 9:16:02 AM



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, March 22, 2022
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Resolution of Support for a RAISE Grant Application for the MnDOT 2025 College Drive Reconstruction Project.
<b>Background Information:</b>	MnDOT District 8 is preparing an application for a federal RAISE grant (Rebuilding American Infrastructure with Sustainability and Equity) for the 2025 College Drive Reconstruction project through Marshall. To help ensure a complete grant application and identify local support, MnDOT D8 has requested that the City of Marshall adopt a resolution of support for the 2025 project. The RAISE grant application deadline is April 14, 2022.
<b>Fiscal Impact:</b>	No impact to the City of Marshall's project cost.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendation:</b>	that the Council adoption Resolution 22-046, which is a Resolution of Support for a RAISE Grant Application for the MnDOT 2025 College Drive Reconstruction Project.

**RESOLUTION NUMBER 22-046**

**RESOLUTION OF SUPPORT FOR A RAISE GRANT APPLICATION FOR THE HIGHWAY 19/COLLEGE DRIVE MARSHALL RECONSTRUCTION PROJECT**

WHEREAS, the Rebuilding American Infrastructure with Sustainability and Equity “RAISE” Transportation Grants Program provides dedicated, discretionary funding for transportation infrastructure projects of local or regional significance; and

WHEREAS, the United States Department of Transportation is soliciting applications for \$1.5 billion for the FY 2022 RAISE Transportation Grants Program as appropriated through the FY 2022 Appropriations Act for National Infrastructure Investments; and

WHEREAS, the FY 2022 Appropriations Act directs funds provided for RAISE Transportation Grants be divided not more than 50 percent for rural areas and 50 percent for urbanized areas and requires measures to ensure an equitable geographic distribution of grant funds and an appropriate balance in addressing the needs of urban and rural areas; and

WHEREAS, eligible projects for RAISE Transportation Grants include surface transportation capital projects including highway, bridge, or other road projects as well as public transportation projects, passenger and freight rail transportation projects, port infrastructure investments, and intermodal projects; and

WHEREAS, the maximum award for this round of RAISE Transportation Grants is \$25 million; and

WHEREAS, the Minnesota Department of Transportation (MnDOT) is seeking funds to reconstruct Highway 19 or College Drive through the City of Marshall and

WHEREAS, the proposed improvements will bring the corridor back to a state of good repair, make it easier for freight to navigate the corridor, make it easier for people to walk and bike along and across the corridor, make it safer for all roadway users and will help mitigate flood events; and

WHEREAS, the project supports the safety of Marshall residents and traveling public, livability, economic strength and global competitiveness of Marshall businesses and residents and climate resilience along the corridor and improved access to jobs, services, medical care, and daily needs by reducing transportation-related disparities, adverse community impacts and health effects; and

WHEREAS, the project aligns with the City of Marshall’s Capital Improvement Plan and Safe Routes to School Plan; and

WHEREAS, the City of Marshall will provide funding toward the local match for its portion of the project and MnDOT will provide funding toward the local match for the trunk highway portion of the project to contribute to the overall local match and project funding as identified in the RAISE grant application, which includes the use of funding programmed for maintenance, secured funding through other grant programs, and additional program funding as applicable; and

NOW THEREFORE BE IT RESOLVED, that the Marshall City Council supports and approves the application towards FY 2022 RAISE Transportation Grant for the Highway 19/College Drive reconstruction project.

Passed and adopted by the Council this 22<sup>nd</sup> day of March, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<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, Planning 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>DeCramer</b> – Economic Development Authority, Marshall Municipal Utilities Commission, Diversity, Equity, and Inclusion Commission, Public Housing 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>	





**BUILDING PERMIT LIST**  
**March 22, 2022**

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
SWG PROPERTIES, LLC	610 ERIE RD W	INTERIOR & EXTERIOR REMC	250,000.00
BABCOCK CONSTRUCTION	310 WALNUT ST	DOORS	800.00
LASNETSKI, MAELENE	109 PARKVIEW DR	OVERHEAD GARAGE DOOR	2,800.00
GARY VLAMINCK CONSTRUCTION	800 COUNTRY CLUB DR	INTERIOR REMODEL	5,500.00
GESKE HOME IMPROVEMENT CO.	817 CULLEN CIR	Windows	5,600.00
JANSSEN, NATHAN & TRACI	705 VIKING DR	INTERIOR REMODEL	8,000.00
SAVANNAH COMMERCIAL PROP LLC, % JOSHU	1411 COLLEGE DR E	INTERIOR REMODEL	300.00
GESKE HOME IMPROVEMENT CO.	405 3RD ST N	Windows	10,500.00
WEBB, BRADY M & JENNIFER L	807 VIKING DR	EXTERIOR REMODEL	51,000.00



MARSHALL

**PLUMBING PERMIT LIST**  
**March 22, 2022**

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
HILL, ASHLEY M & ERIK J	804 LAWERENCE CT	INTERIOR REMODEL	3,500.00
BISBEE PLUMBING & HEATING	101 LONDON RD	NEW BUILDING	0.00
JANSSEN, NATHAN & TRACI	705 VIKING DR	INTERIOR REMODEL	0.00
TRIO PLUMBING & HEATING	412 5TH ST N	WATER HEATER	1,000.00



MARSHALL

**SIGN PERMIT LIST**  
**March 22, 2022**

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
AP Design	212 MAIN ST W	N/A	300.00
AP Design	212 MAIN ST W	N/A	500.00
M&M Signs	301 COLLEGE DR E	N/A	6,000.00

MARSHALL-LYON COUNTY LIBRARY  
REGULAR BOARD MEETING MINUTES  
FEBRUARY 14<sup>TH</sup>, 2022

Board Members Present: Linda Baun, Paula Botsford, Russ Labat, Paul Graupmann, Eric DeGroot, Ruth Bot, Michael Murray, Saara Raappana, and Anne Marie Vorbach. Absent: none. Staff Present: Director Michele A. Leininger, Christine DeGroot, and Paula Nemes. Others Present:

Called to order at 4:00 p.m. by L. Baun, President.

Pledge of Allegiance.

Motion made by M. Murray, seconded by P. Graupmann to adopt the agenda as presented. Roll Call Vote: Yes- L. Baun, P. Botsford, R. Labat, P. Graupmann, E. DeGroot, R. Bot, and M. Murray. No: None. The motion passed unanimously.

***Welcome & Oath of Office was given to new Board Member Anne Marie Vorbach (City Rep.).***

Motion made by M. Murray, seconded by E. DeGroot to adopt the Consent Agenda. Roll Call Vote: Yes- L. Baun, P. Botsford, R. Labat, P. Graupmann, E. DeGroot, R. Bot, M. Murray, and A. Vorbach. No: None. The motion passed unanimously.

***Old Business:***

**COVID 19 Update:** Since the numbers are going down, the Library is hoping to open up the study rooms and return some of the toys to the Children's Department by the end of the month. We will still wait on going back into daycare homes for programming. Director Leininger will also not require but strongly encourage staff to wear mask when in the public areas.

**Strategic Plan Update:** The book bike has been ordered. We are now planning on how to use the bike this summer. The wellbeing kiosk has also been ordered. This will be a multi-media display that will hold books, brochures, business cards, and a variety of items. This will enable patrons to browse a variety of wellness topics without having to ask staff for assistance. The reader's advisory now has bitmoji (personal emojis) for each employee to make staff trading cards. We will be changing the current storage room to the left of the Children's Department entrance into the preservation lab. The lab will have a counter top to hold a VHS player, cassette player, and other items to preserve patron's digital recordings onto more current technology. We are also working with Jennifer Andries from the Lyon County Museum to coordinate events for the 150<sup>th</sup> Anniversary of Marshall this summer.

S. Raappana arrived

**2021 Budget Projection:** For the 2021 Budget Projection, the only bill that is remaining is the Amazon bill which was added to the enclosed 2021 Budget Projection in the highlighted areas. In March, we should have the final 2021 Budget and Reserve Fund balance for 2021.

**Technology Update:** Paul presented the proposal for the bottle filling station to the Lyon County Commissioners to see if it would be covered with ARPA funds. The commissioners agreed to pay 1/3 of the bottle filling station. Director Leininger said the City already gave the Library CARES money so they won't be paying the additional 2/3 of the water bottle filling station. We already

one water bottle filling station that works and the water fountains in the Children's Department work well so it will be put on hold for now.

E. DeGroot left

P. Graupmann said he and Loren Stomberg will be presenting at the Lyon County Commissioners meeting tomorrow (February 15) on the Library's technology needs for 2022. He will be recommending that they give a capital expenditure for technology since the City of Marshall is handling the Library's building and GEO thermal issues.

E. DeGroot returned

**Director's Evaluation:** There were seven board members who completed the director's evaluation form. L. Baun met with Director Leininger on February 2<sup>nd</sup> to share with her the responses to each question and the comments. L. Baun said overall Director Leininger is doing an excellent job and they appreciate her leadership. If there are any questions or concerns, to please contact Director Leininger directly or let L. Baun know.

***New Business:***

***Reports:***

**Director's Report** – The statistics show circulation is slowly rising. The number of people coming into the Library has slowly increased. We are currently running a "Love Your Library" campaign this month. The campaign involves encouraging patrons to write down why they love their Library. Their comments are being used as part of an advocacy program during the State Legislative term. Several handouts were distributed on advocacy efforts for state funding to libraries. An additional handout on the breakdown of the number of Library employees and brief job descriptions was also distributed. Summer hours were presented to the staff. Of the part time staff, no one was interested in reducing their hours or not working this summer. There will savings with a maternity leave and an employee going on a volunteer trip this summer. The branches have to be open 20 hours a week but can have seasonal hours. There was discussion on tracking data on what hours patrons most frequent the Library.

**Board President Report:** None.

**Friends:** They met a few weeks ago. They are getting ready for their March Book Sale that runs March 31<sup>st</sup> thru April 2<sup>nd</sup>. They have a new Friends president, Maureen Keimig.

**Board Committees:** We have 6 policies up for review in March. All the board members were given a packet of these policies to review for the March Library Board Meeting. If there is one that requires a lot of discussion it will be forwarded to the policy committee.

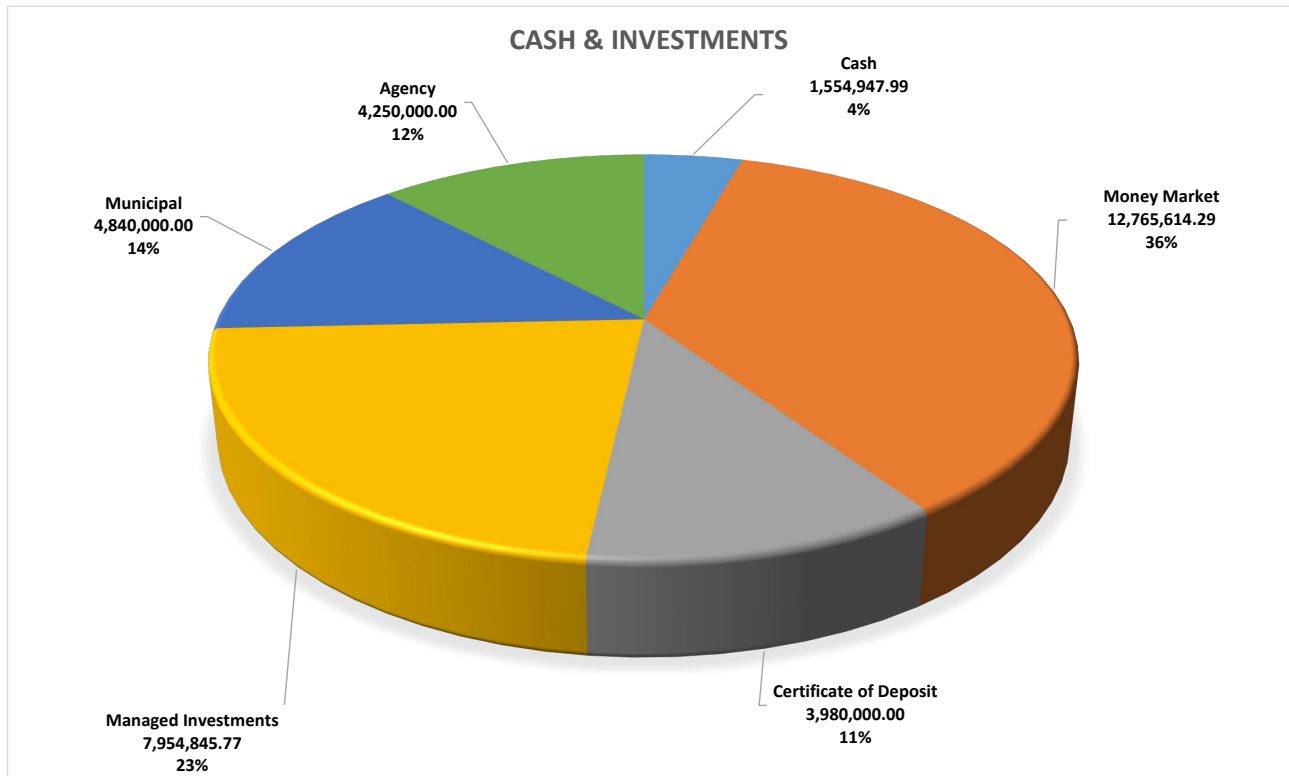
**Plum Creek:** They have a lot of applications right now for Legacy Grants that have to be used by June 30<sup>th</sup> of this year.

Motion by R. Labat, seconded by R. Bot to adjourn at 5:25 p.m.

Respectfully Submitted,  
Christine DeGroot

**City of Marshall, Minnesota**  
**Cash & Investments**  
 2/28/2022

	<u>Par</u>	<u>Rate</u>
CASH & INVESTMENTS:		
Checking - Bremer	1,554,947.99	0.00%
Money Market - Bremer	7,495,190.83	0.02%
Money Market - Bank of the West	3,385,573.76	0.10%
Money Market - US Bank	121,668.88	0.03%
Money Market - US Bank (ARP Funds)	737,052.67	0.03%
Money Market - Wells Fargo	1,026,128.15	0.03%
Certificate of Deposit - Bremer	1,000,000.00	0.40%
Certificate of Deposit - Bremer	1,000,000.00	0.40%
Certificate of Deposit - Bremer	1,000,000.00	0.40%
Certificate of Deposit - Wells Fargo	245,000.00	1.80%
Certificate of Deposit - Wells Fargo	245,000.00	1.70%
Investment Portfolio - General Fund	2,705,872.75	
Investment Portfolio - WW/SW Capital Reserve	3,241,078.89	
Investment Portfolio - Endowment Fund	2,007,894.13	
Municipal - US Bank	4,840,000.00	0.21% Average
Certificate of Deposit - US Bank	245,000.00	0.60%
Certificate of Deposit - US Bank	245,000.00	0.60%
Agency - US Bank	4,250,000.00	0.24% Average
<b>TOTAL CASH &amp; INVESTMENTS</b>	<u><u>35,345,408.05</u></u>	



**MINUTES OF THE  
MARSHALL PLANNING COMMISSION MEETING  
MARCH 9, 2022**

**MEMBERS PRESENT:** Schroeder, Lee, Deutz, and Muchlinski

**MEMBERS ABSENT:** Fox

**OTHERS PRESENT:** Bob Byrnes, Ilya Gutman, and Jason Anderson

1. The meeting was called to order by Chairperson Lee. She asked for the approval of the minutes of the January 12, 2022, regular meeting of the Marshall Planning Commission. Schroeder MADE A MOTION, SECOND BY Muchlinski, to approve the minutes as written. ALL VOTED IN FAVOR OF THE MOTION.
  
2. Gutman explained this is the request by the Owner for an Interim Use Permit for a shipping container placement in a B-3 General business district. Last spring the City has amended its Ordinance governing placement of shipping containers and semi-trailers on properties within the City. The revised Ordinance now allows placing a limited number of containers in a general business district by an interim use permit. The above-listed conditions include a reference (condition 4) to a particular Ordinance section that itemizes specific conditions for container placement. This section is attached to make sure that only its current version is applicable and compliance with future amendments, if any, to this section will not be required. Staff recommends approval to the City Council of the request by Shri Gayatri LLC for an Interim Use Permit to have a storage container on the Quality Inn premises at 1511 East College Drive with the following conditions: 1. That the regulations, standards, and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with. 2. That the City reserves the right to revoke the Interim Use Permit in the event that any person has breached the conditions contained in this permit provided that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable time in which to repair such default. 3. That this permit expires when the property changes ownership. 4. That this container meets all conditions of Sec. 86-248(f) dated 04-27-2021 (as attached) by June 30, 2022, including a fence. Marcia Friskey, General Manger at the hotel, explained that they will contact someone to install a fence around the container. Muchlinski ask what the fence will be made of? Friskey said they do not know at this time but possibly the same as the fence they have around their dumpsters which is screened chain link. They use the container to store extra stuff for the hotel. Lee asked if the Planning Commission approved this container, would the hotel be able to add more containers later. Gutman said no that they could only have what is allowed per the ordinance, which is basically one large container. Jim Swenson, of Marshall asked if anyone could rent containers out by the month. He thinks \$600 to get an Interim Use Permit (IUP) is an added expense and he doesn't agree with it. Gutman informed that before the recent ordinance change, they were never permitted. Swenson stated that they were used. Anderson advised that containers in use were in violation of the ordinance. Schroeder asked how this came up. Anderson explained that there were several complaints which resulted in an ordinance change. Brenan Clark of 229 Rainbow Drive, the owner of the Mattress Barn, said he was in the same situation and 15 years ago he was allowed to have it and now he gets letters for each of his locations regarding the storage container and needing to remove it or get an IUP. Clark said he must have a lot of storage to have inventory and due to COVID it takes so long to get inventory. He feels that the ordinance should only apply to the locations where there is a mess or a complaint. Clark read a text from Brandan Skewes who was unable to attend the hearing. The text stated that they received a letter about the container at their location. It further state that they had the container placed on the property long ago after they talked to Ray at the city to receive permission. Muchlinski asked Clark what he wants changed. Clark said he would like everything left the way it is if it is cleaned up. He said he

**--UNAPPROVED --**

feels it is funny how the city drives around looking for things to enforce. He said he is looking to expand his building as much as he can when he can afford it. Muchlinski said with the one we are addressing tonight he likes the idea of the fence as it is a road adjacent to the college. Clark added he would be interested to know if the college ever complained. Muchlinski said probably not, but it would look better with a screened fence. Deutz said his only comment is that commercial areas shouldn't need the fence, but if it is residential, then maybe a fence is justified. Deutz MADE A MOTION, SECOND BY Schroeder to close the public hearing. ALL VOTED IN FAVOR OF THE MOTION. Anderson said we do have notes regarding the statements. Any changes to City Ordinance would need to go to City Council. Currently, we need to address the matter that we are dealing with now. Muchlinski MADE A MOTION, SECOND BY Deutz to recommend to City Council as recommend by staff. ALL VOTED IN FAVOR OF THE MOTION. Byrnes stated he will also take these comments back to council.

3. Gutman said this is a request of Menard, Inc. to have a mini storage in a B-3 General Business District at 1211 Clarice Avenue, which requires a Conditional Use Permit in a B-3 District. Conditions attached will minimize an impact on surrounding properties. Staff recommend approval to the City Council of the request of Menard, Inc. to have mini storage in a B-3 General Business District at 1211 Clarice Avenue with the following conditions: 1. All driveways, approaches, any other non-landscaped areas are paved. 2. The perimeter of the property is separated from surrounding areas either by storage units or a minimum 6-foot high fence. 3. The landscape ordinance provisions for live vegetation and trees are complied with, both at the time of construction for area allocated for mini-storage, and for future subdivided parcel as determined at that time. 4. The number of units is as follows: 558 enclosed units and 78 RV parking stalls. Nick Brenner, of Menards, 5101 Menards Drive, Eau Claire, WI, stated this is one of many locations that they are looking at putting self-storage on the extra land that is owned by Menards. Schroeder MADE A MOTION, SECOND BY Muchlinski to close the public hearing. ALL VOTED IN FAVOR OF THE MOTION. Muchlinski said it makes perfect sense. Muchlinski MADE A MOTION, SECOND BY Deutz to recommend to City Council as recommend by staff.
4. Gutman explained that the proposed changes are minor and intended to provide it flexibility in approving conditions for variances and conditional use permits. For example, allows additional storage during major construction projects for owners and contractors. Staff recommends the recommendation to the City Council approving the revisions amending Section 86-162 Yard Modification and 86-248 Outside Storage. Schroeder MADE A MOTION, SECOND BY Muchlinski, to recommend approval as recommended by staff. ALL VOTED IN FAVOR OF THE MOTION.
5. Lee asked for updates on the comprehensive plan. Gutman went over some of the survey results. He said the next step is a meeting in a month or month and a half with the final results from the survey. Schroeder said in the last meeting we went through all the survey results and had a discussion on the findings. There was additional conversation about results of the survey.
6. A conversation was held regarding the container ordinance. Anderson answered commission questions and explained how the process works.
7. A MOTION WAS MADE BY Schroeder, SECOND BY Deutz to adjourn the meeting. ALL VOTED IN FAVOR. Chairperson Lee declared the meeting adjourned.

Respectfully submitted,  
Chris DeVos, Recording Secretary



# 2022 Regular Council Meeting Dates

2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month *(Unless otherwise noted)*

5:30 P.M.

City Hall, 344 West Main Street

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## January

1. January 11, 2022
2. January 25, 2022

## February

1. February 08, 2022
2. February 22, 2022

## March

1. March 08, 2022
2. March 22, 2022

## April

1. April 12, 2022
2. April 26, 2022

## May

1. May 10, 2022
2. May 24, 2022

## June

1. June 14, 2022
2. June 28, 2022

## July

1. July 12, 2022
2. July 26, 2022

## August

1. August 08, 2022 *(Monday)*
2. August 23, 2022

## September

1. September 13, 2022
2. September 27, 2022

## October

1. October 11, 2022
2. October 25, 2022

## November

1. November 07, 2022 *(Monday)*
2. November 22, 2022

## December

1. December 13, 2022
2. December 27, 2022

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## 2022 Uniform Election Dates

- February 08, 2022
- April 12, 2022
- May 10, 2022
- August 09, 2022
- November 08, 2022

### 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

### March

- 03/22 Work Session, Pre-LBAE Meeting, 4:30 PM, City Hall
  - 03/22 Regular Meeting, 5:30 PM, City Hall
- 

### April

- 04/12 Regular Meeting, 5:30 PM, City Hall
  - 04/26 Regular Meeting, 5:30 PM, City Hall
- 

### May

- 05/10 Regular Meeting, 5:30 PM, City Hall
- 05/24 Regular Meeting, 5:30 PM, City Hall