



CITY OF MARSHALL

City Council Meeting

A g e n d a

Tuesday, September 13, 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 and Budget Work Session Held on August 23, 2022.

PUBLIC HEARING

AWARD OF BIDS

2. Authorization to Purchase Wide Area Mower for Parks Department

CONSENT AGENDA

3. Consider Approval of a LG220 Gambling Application for Exempt Permit for Shades of the Past Located at Runnings, 1101 E. Main Street on June 3, 2023
4. Consider approval of a LG220 gambling application for exempt permit for SMSU Baseball at SMSU, 1501 State Street on January 11, 2023
5. Consider approval of a LG220 gambling application for exempt permit for SMSU Mustangs at SMSU, 1501 State Street on December 17, 2022
6. Consider approval of a LG220 gambling application for exempt permit for SMSU Softball at SMSU, 1501 State Street on December 16, 2022
7. Consider approval of a LG220 gambling application for exempt permit for SW MN Ducks Unlimited at the Marshall Golf Club, 800 Country Club Drive on October 14, 2022
8. Consider approval of a temporary on-sale liquor license for SMSU for their SMSU Gala on November 5, 2022
9. Surplus equipment for the Marshall Fire Department
10. Approval of Grant Contract between the State of Minnesota and Marshall Fire Department
11. Consider renewal of the MMUA service agreement for safety program services
12. Consider approval of an amendment to the Personnel Policy Manual--Appendix B--Maximum Allowable Reimbursement/Per Diem Rates
13. Project AP-003: Airport Snow Removal Equipment (SRE) Building - Acknowledgment of Acceptance of FAA Grant Agreement 3-27-0056-019-2022 for Funding of Site and Building Design
14. HVAC License Ordinance – Chapter 22, Article 22-VII Mechanical and HVAC Construction, Sec. 22-211 Mechanical License – Introduction of Ordinance
15. Consider annual agreements for renewal with Lutheran Social Services & Marshall Area Senior Citizens for 2023.
16. State of Minnesota Joint Powers Agreement and Amendment to CJDN
17. Consider Approval of a LG214 Premises Permit Application for the Milroy Baseball Assoc. at Tavern 507
18. Consider approval of the bills/project payments

APPROVAL OF ITEMS PULLED FROM CONSENT

TABLED ITEM

NEW BUSINESS

19. Consider Resolution for Insurance Agent Services
20. Consider Resolution Approving the changes for the 2023 Fee Schedule
21. Authorization for Project Acceptance of FY23 Outdoor Recreation Grant for Inclusive Play at Independence Park
22. Marshall Fire Department Relief Association Benefit level increase request
23. Consider approval of Joint Powers Agreement renewal with Marshall Public Schools

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.

- [24.](#) Project Z83: James Avenue/Camden Drive Reconstruction Project – 1) Resolution Declaring Cost to Be Assessed and Ordering Preparation of Proposed Assessment; 2) Resolution for Hearing on Proposed Assessment
- [25.](#) Project ST-001-2022: Bituminous Chip Sealing on Various City Streets - Consider Change Order No. 1 (Final) and Acknowledgement of Final Pay Request (No. 2)
- [26.](#) Broadmoor Valley Manufactured Housing Community Redevelopment Program Grant Application City Support
- [27.](#) Approval of Joint Resolution for Orderly Annexation of Fairview Township Property
- [28.](#) Consider Resolution Adopting Preliminary 2023 Levy

COUNCIL REPORTS

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

STAFF REPORTS

- 31. City Administrator
- 32. Director of Public Works/City Engineer
- 33. City Attorney

ADMINISTRATIVE REPORTS

- [34.](#) Administrative Brief

INFORMATION ONLY

- [35.](#) Building Permits

MEETINGS

- [36.](#) Upcoming Meetings

ADJOURN



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, September 13, 2022
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider approval of the minutes from the regular meeting and budget work session held on August 23, 2022.
Background Information:	Enclosed are the minutes from the regular and budget work session meeting held on August 23, 2022.
Fiscal Impact:	None
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk, Steven Anderson, prior to the meeting.
Recommendations:	That the minutes from the regular and budget work session meeting held on August 23, 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, August 23, 2022**

The regular meeting of the Common Council of the City of Marshall was held August 23, 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, Steve Meister, Amanda Schroeder, Russ Labat, John DeCramer, and James Lozinski. Absent: None. Staff present included: Sharon Hanson, City Administrator; Dennis Simpson, City Attorney; Jason Anderson, Director of Public Works/City Engineer via Zoom; E.J. Moberg, Director of Administrative Services; Preston Stensrud, Parks Supervisor and City Clerk Steven Anderson.

The Pledge of Allegiance was recited at this time.

Ceremonial Swearing in of Elected Official

City Clerk Steven Anderson swore in new councilmember Amanda Schroeder who won the August 9th Special Election filing the vacancy in Ward 1.

Consider approval of the minutes from the regular meeting held on August 8, 2022 and special meeting held August 11, 2022

Motion made by Councilmember Meister, Seconded by Councilmember Labat to approve the minutes held on August 8 and the special meeting held on August 11. Voting Yea: Mayor Byrnes, Councilmember Schafer via voice vote, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. Voting Abstaining: Councilmember Schroeder. The motion **Carried. 6-0-1.**

Floodplain Management Ordinance Amendment – Chapter 38, Article II of the City Code of Ordinances – 1) Public Hearing; 2) Adoption of Ordinance.

Mayor Byrnes opened the public hearing and called on Director of Public Works/City Engineer Jason Anderson to lead the hearing. On March 15, 2022, the City received a Letter of Final Determination (LFD) from the Federal Emergency Management Agency (FEMA). The LFD explains that the Flood Insurance Rate Maps (FIRMs) and Lyon County Flood Insurance Study is complete and will become effective on September 15, 2022. In the City of Marshall, map panels 304, 308, and 312 were amended to reflect that the land that is protected by the 1963 levee is land that contains levees that are not accredited, and therefore are not shown to protect from the 1 percent-annual-chance flood. Now that the city flood maps and insurance study have been amended, we are required to ensure that our floodplain management regulations meet Federal standards. Simply stated, our community must amend our floodplain ordinance or adopt a new floodplain ordinance prior to September 15, 2022 in order to continue participating in the National Flood Insurance Program (NFIP). The Minnesota Department of Natural Resources (MNDNR) has reached out to provide the City with a model floodplain ordinance that meets the Federal criteria.

Motion made by Councilmember DeCramer, Seconded by Councilmember Lozinski to close the public hearing. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski, Councilmember Schroeder. The motion **Carried. 7-0.**

Motion made by Councilmember Schafer, Seconded by Councilmember Labat to adopt the Floodplain Management Ordinance Amendment as presented. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski, Councilmember Schroeder. The motion **Carried. 7-0.**

Authorization to Purchase Trees for Parks Department as part of 2021 Preparing for EAB Grant

Parks Supervisor Preston Stensrud presented the bids that were received to purchase trees through a MN DNR grant. The first step of this grant was to remove 113 ash trees from the parks Independence, Legion Field, Victory, Freedom, and Channel Parkway Softball Complex. The next step to fulfill this grant is to purchase and plant 226 new trees in these parks this fall. Four vendors were offered the opportunity to bid providing these trees and 2 bids were received. The

Marshall parks department will be purchasing 226 trees of 16 varieties. The low bid of \$49,960 came from Greenwood Nursery and the bid also included a two-year warranty on the trees.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to accept the bid and purchase trees from Greenwood Nursery. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski, Councilmember Schroeder. The motion **Carried. 7-0.**

Approval of the Consent Agenda

Motion made by Councilmember DeCramer, Seconded by Councilmember Schafer to approve the consent agenda. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski, Councilmember Schroeder. The motion **Carried. 7-0.**

- Consider approval of a Temporary On-Sale Intoxicating Liquor License for Marshall Area Chamber of Commerce at Kruse Motors
- Consider approval of a Temporary On-Sale Intoxicating Liquor License for Marshall Area Chamber of Commerce Taste of Marshall Event.
- Consideration of temporary extension of alcohol license area for Brau Brothers Brewing Company, 1010 East Southview Drive for Hop Fest on September 9-10, 2022
- Consider approval of On-Sale Intoxicating Liquor License and Sunday On-Sale for Knochenmus Enterprises, LLP
- Consider approval of a Temporary On-Sale Liquor License for the Marshall Area YMCA
- Consider approval for a LG214 Premises Permit Application for the Marshall Baseball Association
- Consider a resolution calling for a public hearing on the proposed assessments for ice, snow, and weed elimination.
- Consider approval of the bills/project payments

On-Street Bike Lanes on State Aid Streets.

Director of Public Works/City Engineer Jason Anderson presented the proposed bike lane layouts. MnDOT District 8 staff reviewed the City of Marshall project for final approval. District 8 staff noticed that city on-street bike lanes appeared to be out of compliance with State Aid rules and asked that we review. Most of the city on-street bike lanes do not meet minimum standards for State Aid routes because each roadway use meets the minimum threshold for width. The parking lane, bike lanes, and driving lanes cannot all be at minimum width, and in our situation, we oftentimes are at all minimum widths. Five options were presented to do adhere to State Aid rules. The first option is to widen streets to allow more space. Option two is the keep the bike lanes as they are and apply for a variance. Option three is to remove parking from one side of the street and re-stripe bike lanes. Option four is to remove the dedicated bike lanes and paint shared lane markings. The final option is the remove bike lanes altogether. City staff recommends removing the dedicated bike lanes and paint shared lane markings. This option will make the streets feel more comfortable to the vehicle drivers while also fully accommodating parking and calling attention to bicyclists on the streets. Staff believes this arrangement to be a good compromise to continue to meet our objectives in achieving “complete streets” while also meeting minimum State Aid standards for typical lane widths. The Public Improvement and Transportation Committee met on August 8, and all voted in favor of the shared lane markings. The council commented about education regarding shared bike lanes.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to approve the recommendation by city staff to remove dedicated bike lanes and paint shared lane markings. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski, Councilmember Schroeder. The motion **Carried. 7-0.**

Consider Joint Funding Agreement with US Geological Survey (USGS) for Redwood River Gaging Station near Marshall, Minnesota for Federal FY2022-2026.

In 2010, the City of Marshall was notified that the Department of Natural Resources (DNR) would be discontinuing funding of the stream gage just west of the City of Marshall. The USGS relocated and constructed a new gage at no cost to the local entities but requires funding for 50% of the operational costs. This is an extremely important gage for not only flooding but several other informational issues, including the following items: 75 years of continuous streamflow record; Unregulated flow record important for assessing trends; Site is part of National Streamflow Information Program; Gage data used in USGS water-quality studies; Flood forecasting and warning; Water-quality & aquatic life assessments; and Wastewater permits tied to streamflow. The City of Marshall will be the local project sponsor of the 50% match of this gage. Since the initial agreement, ADM has continued to partner with the city in funding 50% of the annual operational costs, which City staff invoices annually to ADM.

Motion made by Councilmember Schafer, Seconded by Councilmember Labat to authorize the joint funding agreement with the US Geological Survey for the Redwood River Gaging Station. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski, Councilmember Schroeder. The motion **Carried. 7-0.**

Commission/Board Liaison Reports

- | | |
|----------|---|
| Byrnes | Assigned newly elected Councilmember Amanda Schroeder to the following boards/commissions: Equipment Review, Ways and Means, HRA, and Planning Commission. |
| Schafer | MERIT center was utilized 92 out of 123 from May-August, with approximately 1020 people in attendance. NRCS, MNDOT, Regional Communications Board, FEMA and Hibbing Community College Driving Course were a few notable groups. United Way held their Stuff the Bus event at MERIT and will use the facilities again next year. |
| Meister | No report. |
| DeCramer | MMU met and discussed policies. Well water levels in the area has not reached a point to be of concern. EDA met and received updates on projects such as the former ShopKo building. |
| Labat | Marshall Area Transit is hoping to re-establish some routes with the advent of new driver hires. A grant was received for 6 new bus shelters. |
| Lozinski | No report. |

Councilmember Individual Items

Councilmember Lozinski commented on the success of Sounds of Summer.

Councilmember Labat also commented on the Sounds of Summer and thanked all the staff and sponsors involved. He also wanted to make the public aware that construction is underway for school crossings and to be mindful when driving in the residential area when a detour is present.

Councilmember DeCramer thanked the 150th committee and encouraged the public to view the newly unveiled “M” mosaic at Independence Park.

Councilmember Schroeder thanked everyone for the warm welcome and is honored to be sitting on city council.

City Administrator

Numerous budget discussions are taking place with Director of Administrative Services E.J. Moberg. The EDA has met on various topics and unfortunately some are still pending announcement.

Director of Public Works/City Engineer

RRFB school crossing project started this week and should be completed soon. However, the signage for the RRFB project is on backorder and may not be installed until later this fall. Updates were also given on the following: Halbur Road project; South 1st, Greeley, and Williams Street project; mill & overlay project came in under budget; and West Lyon Street project. MNDOT is doing soil borings along College Drive, and it is possible some lane closures may occur. The railroad crossing on Airport Road is complete and BNSF has some work left on the other crossings. MPCA has notified the city that an audit will be conducted for the stormwater program this year.

City Attorney

No report.

Information Only

There were no questions on the information items.

Upcoming Meetings

There were no questions on the upcoming meetings.

Adjourn

At 6:17pm Motion made by Councilmember Schroeder, Seconded by Councilmember Lozinski to adjourn. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski, Councilmember Schroeder. The motion **Carried. 7-0.**

Mayor

Attest:

City Clerk

**CITY OF MARSHALL
BUDGET WORK SESSION
M I N U T E S
Tuesday, August 23, 2022**

The budget work session of the Common Council of the City of Marshall was held August 23, 2022, at City Hall, 344 West Main Street. The meeting was called to order at 3:00 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, John DeCramer, Steve Meister, Russ Labat, James Lozinski, and Amanda Schroeder. Absent: None. Staff present included: Sharon Hanson, City Administrator; E.J. Moberg, Director of Administrative Services; Jason Anderson, Director of Public Works/City Engineer; Dave Parson, City Assessor; Karla Drown, Finance Director; Scott VanDerMillen, Director of Community Services; Scott Truedson, Wastewater Superintendent; Sheila Dubs, Human Resource Manager; Dean Coudron, Public Ways Superintendent; Quentin Brunsvold, Marshall Fire Chief; Preston Stensrud, Parks Superintendent and Steven Anderson, City Clerk.

Preliminary 2023 Budget

City Administrator Sharon Hanson began the budget work session explaining various factors such as the Home and Commercial Tax Abatement program, comprehensive salaries work comp study, COVID, and inflation to bear in mind when numbers are being presented. Councilmember Meister arrived at 3:04 P.M. Hanson turned the presentation over to Director of Administrative Services E.J. Moberg. Moberg provided a brief overview of the budget work session requests. City Assessor Dave Parsons presented the preliminary tax base changes within the city. Councilmember Schafer arrived at 4:12 P.M.

Scott Truedson, Wastewater Superintendent, provided an update on Wastewater Treatment Facilities requests which include mill & overlay and pump replacements.

Dean Coudron, Public Ways Superintendent, provided an update on the Street Department and Airport requests. Items include improvements to the Maintenance Equip/SRE building, backhoe and skid loader replacement.

Jason Anderson, Director of Public Works/City Engineer, went over items under street projects, engineering, and surface water. Items of note include West Lyon Street and Channel Parkway.

Preston Stensrud, Parks Superintendent, provided an update on various park projects such as bathroom upgrades at Independence Park, possible work on the Liberty Park Bandshell, and Legion Field dugout upgrades.

Fire Chief Quentin Brunsvold provided updates on the Fire Department requests which includes to possibly replace the current Aerial Truck.

Additional discussion was had regarding the use of ARPA funds and was decided an additional meeting would be called specifically for ARPA.

Adjourn

At 5:11 P.M. a motion was made by Councilmember Meister and seconded by Councilmember DeCramer to adjourn the Budget Work Session. All voted in favor.

Mayor

Attest:

City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, September 13, 2022
Category:	AWARD OF BIDS
Type:	INFO/ACTION
Subject:	Authorization to Purchase Wide Area Mower for Parks Department
Background Information:	<p>Mowers are essential pieces of equipment now only for maintaining our green areas in our Parks.</p> <p>Funds for the purchase of a new wide area mower were included in the 2021 CIP and 2022 CIP with \$25,500.00 being budgeted in each of those years for a total budgeted amount of \$51,000.00.</p> <p>In the spring of 2022 when staff first started working to put together pricing for this purchase, we were informed no orders were being accepted by John Deere and there was no time frame to when we might be able to. Staff was then informed at the end of August, that September 1st and allocation would open up to purchase this piece of equipment.</p> <p>Staff did check on pricing with other vendors but never got a formal quote due to the costs being considerably higher and trade value being less.</p> <p>Our existing mower is a 2015 and currently has about 2700 hours on it.</p> <p>Purchase price from Kibble Equipment of Marshall, MN is \$46,000.00 after trade-in. Staff would also like Council to consider the purchase of an extended warranty in the amount of \$4915.00 for a 48 month/2,250-hour warranty vs. the standard 24 month/1,000-hour warranty.</p>
Fiscal Impact:	\$46,000 after trade-in plus additional \$4,915 for extended warranty if chosen.
Alternative/ Variations:	Authorization to purchase extended warranty in the amount of \$4,915 for 48 months/2,250-hours.
Recommendations:	Authorization to purchase new wide area mower per the attached quote from Kibble Equipment of Marshall, MN.

Quote Summary

Prepared For:
 CITY OF MARSHALL, INC
 344 W MAIN ST
 MARSHALL, MN 56258
 Business: 507-537-6763
 Preston.Stensrud@ci.Marshall.mn.us

Prepared By:
 Travis Przybilla
 Kibble Equipment
 1100 Highway 59 N
 Marshall, MN 56258
 Phone: 507-537-1523
 travis.przybilla@kibbleeq.com

Quote Id: 27304435
Created On: 23 August 2022
Last Modified On: 01 September 2022
Expiration Date: 09 September 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS	\$ 91,129.00	\$ 64,500.00 X	1 =	\$ 64,500.00

Equipment Total **\$ 64,500.00**

Trade In Summary	Qty	Each	Extended
2015 JOHN DEERE 1600 - 1TC1600TCFF300105	1	\$ 18,500.00	\$ 18,500.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 18,500.00

Trade In Total **\$ 18,500.00**

Quote Summary	
Equipment Total	\$ 64,500.00
Trade In	\$ (18,500.00)
SubTotal	\$ 46,000.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 46,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 46,000.00

Item 2. Salesperson : X _____

Accepted By : X _____ Page 10

Selling Equipment

Quote Id: 27304435

Customer: CITY OF MARSHALL, INC

JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS

Hours:

Suggested List

Stock Number:

\$ 91,129.00

Code	Description	Qty
0735TC	1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS	1
Standard Options - Per Unit		
001A	United States and Canada	1
0443	US English w/ Spanish (Bi-Lingual) Operator's Manual	1
Other Charges		
	Freight	1
	Setup	1

Trade In

Quote Id: 27304435

Customer: CITY OF MARSHALL, INC

2015 JOHN DEERE 1600 SN# 1TC1600TCFF300105	
Machine Details	
Description	Net Trade Value
2015 JOHN DEERE 1600	\$ 18,500.00
SN# 1TC1600TCFF300105	
Your Trade In Description	
Additional Options	
Hour Meter Reading	2391



Extended Warranty Proposal

Commercial Mower

Date: 01 Sep 2022

Machine/Use Information		Plan Description		Price	
Manufacturer:	John Deere	Plan Type:	New (Plan A)	Deductible:	\$ 0
Equipment Type:	Commercial Mower	Coverage:	Comprehensive	Cost:	\$ 4915 *
Model:	1600 TURBO SERIES III	Total Months:	48		
Country:	United States	Total Hours:	2250		
Scraper/Const. Use:	N/A				
Quoting Dealer:	KIBBLE EQUIPMENT, Marshall, MN, US				

* THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is only good during the first 95 days or 100 hours of ownership for new Commercial Mowers, Gator Utility Vehicles, and Golf & Turf equipment during the John Deere basic warranty period. After this period, DELAYED pricing can be purchased up to the first 12 months or 300 hours with an applied surcharge. The Total Months and Hours listed above include the John Deere Basic Warranty of 24 months / unlimited hours for most Commercial Mowers and Golf & Turf products (and 36 month basic warranty on Z700 and Z900 Series). Gator Utility Vehicles have a John Deere basic warranty of 12 months / 1000 hours. "Limited" Plan coverage = Engine & Powertrain only; "Comprehensive" = Full Machine.

What PowerGard Protection is:

The PowerGard Protection Plan is an extended warranty program for reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Agricultural and Commercial equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

What PowerGard Protection is not:

PowerGard Protection is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

PowerGard Protection includes the following features and benefits under the program:

- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership, with no prepayment required by the contract holder,
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs,
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains,
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in,
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Credit or other sources,
- PowerGard helps prevent large, unexpected repair bills during later years of equipment ownership, in exchange for a smaller protection fee up front.

PowerGard Protection Proposal Prepared for:

Customer Name - Please Print

Customer Signature

Date

I have been offered this extended warranty and I ACCEPT the PowerGard Protection.

I DECLINE the PowerGard Protection. If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note: This is not a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, September 13, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of a LG220 Gambling Application for Exempt Permit for Shades of the Past Located at Runnings, 1101 E. Main Street on June 3, 2023
Background Information:	
Fiscal Impact:	
Alternative/ Variations:	None recommended
Recommendations:	To approve LG220 Gambling Application for Exempt Permit for Shades of the Past on June 3, 2023.

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Shades of the Past, Marshall, MN Previous Gambling Permit Number: [REDACTED]

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

Mailing Address: PO Box 434

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

Name of Chief Executive Officer (CEO): Kenny DeVries

CEO Daytime Phone: [REDACTED] CEO Email: [REDACTED]
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Running's Store

Physical Address (do not use P.O. box): 1101 East Main Street

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

Date(s) of activity (for raffles, indicate the date of the drawing): June 3, 2023

Check each type of gambling activity that your organization will conduct:
 Bingo Paddlewheels Pull-Tabs Tipboards Raffle

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



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, September 13, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of a LG220 gambling application for exempt permit for SMSU Baseball at SMSU, 1501 State Street on January 11, 2023
Background Information:	
Fiscal Impact:	
Alternative/ Variations:	None recommended
Recommendations:	To approve LG220 Gambling Application for Exempt Permit for SMSU Baseball on January 11, 2023

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

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- conducts lawful gambling on five or fewer days, and
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Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Southwest Minnesota State University Foundation Previous Gambling Permit Number: [REDACTED]
Minnesota Tax ID Number, if any: [REDACTED] Federal Employer ID Number (FEIN), if any: [REDACTED]
Mailing Address: 1501 State Street
City: Marshall State: MN Zip: 56258 County: LYON
Name of Chief Executive Officer (CEO): Nathan Polfliet
CEO Daytime Phone: 507/ 537-6285 CEO Email: _____
(permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): Barb.Berkenpas@smsu.edu

NONPROFIT STATUS

Type of Nonprofit Organization (check one):
 Fraternal Religious Veterans Other Nonprofit Organization

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

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

A current calendar year Certificate of Good Standing
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Southwest Minnesota State University Campus
Physical Address (do not use P.O. box): 1501 State Street
Check one:
 City: Marshall Zip: 56258 County: LYON
 Township: _____ Zip: _____ County: _____
Date(s) of activity (for raffles, indicate the date of the drawing): January 11, 2023 (Baseball)
Check each type of gambling activity that your organization will conduct:
 Bingo Paddlewheels Pull-Tabs Tipboards Raffle

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

Item 4.

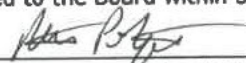
LG220 Application for Exempt Permit

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

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
<input type="checkbox"/> The application is acknowledged with no waiting period. <input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city). <input type="checkbox"/> The application is denied.	<input type="checkbox"/> The application is acknowledged with no waiting period. <input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days. <input type="checkbox"/> The application is denied.
Print City Name: <u>Marshall</u>	Print County Name: _____
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: <u>City Clerk</u> Date: _____	Title: _____ Date: _____
<p>The city or county must sign before submitting application to the Gambling Control Board.</p>	<p>TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature:  Date: 8/30/2022
 (Signature must be CEO's signature; designee may not sign)

Print Name: Nathan Polfiet

REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS
<p>Complete a separate application for:</p> <ul style="list-style-type: none"> • all gambling conducted on two or more consecutive days; or • all gambling conducted on one day. <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p>Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p>Mail application with:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> a copy of your proof of nonprofit status; and <input checked="" type="checkbox"/> application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota. <p>To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>

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

Checklist for Exempt Raffle

Organization Name: Southwest Minnesota State University Foun	Previous Gambling Permit #: [REDACTED]	Date of Raffle Drawing: January 11, 2023 (Baseball)
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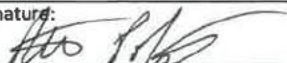
INSTRUCTIONS:

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

		<ul style="list-style-type: none"> • If tickets will be sold prior to the event, mark "Yes" to item #1 and mark "N/A" to items #2 and #3. • If tickets are sold only at the event using theater tickets, mark "N/A" to item #1 and answer "Yes" to items #2 and #3. 	Yes	Conduct
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Tickets are printed in accordance with MN Rule 7861.0310 .	<input checked="" type="checkbox"/>	9. Only cash, personal checks, cashier's checks, money orders, travelers' check, and debit cards may be accepted (NO CREDIT CARDS). (349.2127) (7861.0260)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Tickets contain the sequential number of the raffle ticket. (349.173)	<input checked="" type="checkbox"/>	10. The method of selection cannot be manipulated or based on the outcome of an event not under the organization's control. (349.173)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. A list of prizes and a statement of other relevant information is made available to ticket purchasers. (349.173)	<input checked="" type="checkbox"/>	11. Persons are not required to be present at a raffle drawing to be eligible to win. (349.173) (7861.0310)
<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	12. Raffle tickets are not sold to or won by persons under age 18. (349.181) (7861.0310)
<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	13. Purchasers are not required to buy anything other than the ticket. (349.173) (7861.0310)
<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	Yes House Rules
<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	14. Clear and legible house rules in accordance with MN Rule 7861.0310 are prominently posted at the point of winner selection.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	Yes Post Raffle Conduct
<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	15. An exempt permit financial report (LG220A) must be submitted to the Gambling Control Board within 30 days of the gambling occasion. (349.166)
<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	16. Gambling funds may only be spent for allowable expenses and lawful purposes. (349.12 3a & 25)
<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	17. Gambling records must be kept for 3½ years. (7861.0310)

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Signature: 	Date: 8/30/2022	Print Name: Nathan Polfiet
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<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application.</p>	<p>Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public</p>	<p>Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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This form will be made available in alternative format (i.e., large print, braille) upon request.
An equal opportunity employer

<p style="text-align: center;">How You May Spend Gambling Funds</p>	<p style="text-align: center;">How You May Not Spend Gambling Funds</p>
<p>Allowable expenses - Gambling funds may be spent for allowable expenses, such as:</p> <ul style="list-style-type: none"> • gambling equipment (pull-tabs, bingo paper, bingo blower, paddlewheel tickets, tipboard games); • advertising; • printing raffle tickets; or • any services or goods that are directly related to the conduct of your gambling. <p>Charitable contributions - Gambling funds may be spent for the following charitable contributions (lawful purpose):</p> <ul style="list-style-type: none"> • to or by 501(c)(3) organization and 501(c)(4) festival organizations; • relieving the effects of poverty, homelessness, or disability; • problem gambling programs approved by the Minnesota Department of Human Services; • public or private nonprofit school; • scholarships (if a contribution is made to a scholarship fund, it must be made to a nonprofit organization whose primary mission is to award scholarships); • church; • recognition of military service (open to public) or active military personnel in need; • activities and facilities benefiting youth under age 21; • citizen monitoring of surface water quality, with data submitted to Minnesota PCA; • unit of government (NOTE: A direct contribution to a law enforcement or prosecutorial agency is not allowed); • wildlife management projects or activities that benefit the public-at-large, with DNR approval; • grooming and maintaining snowmobile or all-terrain trails that are grant-in-aid trails, or other trails open to public use, with DNR approval; • supplies and materials for DNR training and educational programs; • nutritional programs, food shelves, and congregate dining programs primarily for persons who are 62 or older or disabled; • community arts organizations or programs; • humanitarian service recognizing volunteerism or philanthropy; and • acquisition and repair of real property and capital assets (contact the Gambling Control Board for requirements). 	<ol style="list-style-type: none"> 1. Controlled contribution - An organization may not retain any control over any contribution made from gambling funds. The only exception is for expenditures by a 501(c)(3) organization or a 501(c)(4) festival organization to its general fund. 2. Financial gain - A contribution or expenditure may not be made if it results in any monetary, economic, financial, or material benefit to the organization making the contribution or expenditure. 3. Government - An expenditure may not be made for: <ul style="list-style-type: none"> • influencing the nomination or election of a candidate for public office; • promoting or defeating a ballot question; or • any activity intended to influence an election or a governmental decision-making process. 4. Law enforcement - A direct contribution may not be made to a law enforcement or prosecutorial agency. 5. Pension - A contribution may not be made to a government pension or retirement fund, such as a fire relief association. 6. Conflict of interest - A contribution or expenditure may not be made if it is not allowed under the conflict of interest provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, Section 317A.255. 7. Alcohol - An expenditure may not be made for the purchase of any intoxicating liquor, wine, or malt beverages. 8. Fundraising - An expenditure may not be made for fundraising costs, except as allowed for a 501(c)(3) organization or 501(c)(4) festival organization from its general fund. 9. Other organizations - With few exceptions, gambling funds may not be contributed to other organizations or clubs such as veterans, fraternal, Lions, etc. unless it is a 501(c)(3) organization. 10. Other contributions - A contribution may not be made to a 501(c)(3) organization or another entity with the intent or effect of not complying with lawful purpose restrictions or requirements.

Internal Revenue Service

Date: January 6, 2004

Southwest Minnesota State University
Foundation, Inc. (SMSU Fdn.)
Founders Hall Southwest State Univ.
Marshall, MN 56258

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Cassandra Jackson 31-07417
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
[REDACTED]

Dear Sir or Madam:

This is in response to the amendment to your organization's Articles of Incorporation filed with the state on July 22, 2003. We have updated our records to reflect the name change as indicated above.

In September 1965 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(iv).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Southwest Minnesota State University Foundation, Inc. (SMSU Fdn.)
23-7108470

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999 - 17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

Donna Carlisle

Donna Carlisle, Acting Director, TE/GE
Customer Account Services



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, September 13, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of a LG220 gambling application for exempt permit for SMSU Mustangs at SMSU, 1501 State Street on December 17, 2022
Background Information:	
Fiscal Impact:	
Alternative/ Variations:	None recommended
Recommendations:	To approve LG220 Gambling Application for Exempt Permit for SMSU Mustangs on December 17, 2022

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Southwest Minnesota State University Foundation Previous Gambling Permit Number: [REDACTED]
 Minnesota Tax ID Number, if any: [REDACTED] Federal Employer ID Number (FEIN), if any: [REDACTED]
 Mailing Address: 1501 State Street
 City: Marshall State: MN Zip: 56258 County: Lyon
 Name of Chief Executive Officer (CEO): Nathan Polfliet
 CEO Daytime Phone: 507/ 537-6285 CEO Email: _____
(permit will be emailed to this email address unless otherwise indicated below)
 Email permit to (if other than the CEO): Barb.Berkenpas@smsu.edu

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Southwest Minnesota State University Campus

Physical Address (do not use P.O. box): 1501 State Street

Check one:

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

Date(s) of activity (for raffles, indicate the date of the drawing): December 17, 2022 (Mustang)

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

Bingo Paddlewheels Pull-Tabs Tipboards Raffle

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

LG220 Application for Exempt Permit

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

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

The application is acknowledged with no waiting period.

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

The application is denied.

Print City Name: Marshall

Signature of City Personnel: _____

Title: City Clerk Date: _____

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

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

The application is acknowledged with no waiting period.

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

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

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

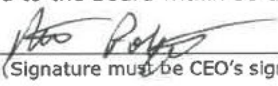
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature:  Date: 8/30/2022
(Signature must be CEO's signature; designee may not sign)

Print Name: Nathan Polfliet

REQUIREMENTS

Complete a separate application for:

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

_____ a copy of your proof of nonprofit status; and

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

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

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

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

Checklist for Exempt Raffle

Organization Name: Southwest Minnesota State University Four	Previous Gambling Permit #: [REDACTED]	Date of Raffle Drawing: December 17, 2022 (Mustang)
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INSTRUCTIONS:

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

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

CHIEF EXECUTIVE OFFICER’S SIGNATURE (required)

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

Signature: 	Date: 8/30/2022	Print Name: Nathan Polfliet
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<p><small>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization’s qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization’s qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application.</small></p>	<p><small>Your organization’s name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization’s name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota’s Department of Public</small></p>	<p><small>Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</small></p>
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This form will be made available in alternative format (i.e., large print, braille) upon request.
An equal opportunity employer

<p align="center">How You May Spend Gambling Funds</p>	<p align="center">How You May Not Spend Gambling Funds</p>
<p>Allowable expenses - Gambling funds may be spent for allowable expenses, such as:</p> <ul style="list-style-type: none"> • gambling equipment (pull-tabs, bingo paper, bingo blower, paddlewheel tickets, tipboard games); • advertising; • printing raffle tickets; or • any services or goods that are directly related to the conduct of your gambling. <p>Charitable contributions - Gambling funds may be spent for the following charitable contributions (lawful purpose):</p> <ul style="list-style-type: none"> • to or by 501(c)(3) organization and 501(c)(4) festival organizations; • relieving the effects of poverty, homelessness, or disability; • problem gambling programs approved by the Minnesota Department of Human Services; • public or private nonprofit school; • scholarships (if a contribution is made to a scholarship fund, it must be made to a nonprofit organization whose primary mission is to award scholarships); • church; • recognition of military service (open to public) or active military personnel in need; • activities and facilities benefiting youth under age 21; • citizen monitoring of surface water quality, with data submitted to Minnesota PCA; • unit of government (NOTE: A direct contribution to a law enforcement or prosecutorial agency is not allowed); • wildlife management projects or activities that benefit the public-at-large, with DNR approval; • grooming and maintaining snowmobile or all-terrain trails that are grant-in-aid trails, or other trails open to public use, with DNR approval; • supplies and materials for DNR training and educational programs; • nutritional programs, food shelves, and congregate dining programs primarily for persons who are 62 or older or disabled; • community arts organizations or programs; • humanitarian service recognizing volunteerism or philanthropy; and • acquisition and repair of real property and capital assets (contact the Gambling Control Board for requirements). 	<ol style="list-style-type: none"> 1. Controlled contribution - An organization may not retain any control over any contribution made from gambling funds. The only exception is for expenditures by a 501(c)(3) organization or a 501(c)(4) festival organization to its general fund. 2. Financial gain - A contribution or expenditure may not be made if it results in any monetary, economic, financial, or material benefit to the organization making the contribution or expenditure. 3. Government - An expenditure may not be made for: <ul style="list-style-type: none"> • influencing the nomination or election of a candidate for public office; • promoting or defeating a ballot question; or • any activity intended to influence an election or a governmental decision-making process. 4. Law enforcement - A direct contribution may not be made to a law enforcement or prosecutorial agency. 5. Pension - A contribution may not be made to a government pension or retirement fund, such as a fire relief association. 6. Conflict of interest - A contribution or expenditure may not be made if it is not allowed under the conflict of interest provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, Section 317A.255. 7. Alcohol - An expenditure may not be made for the purchase of any intoxicating liquor, wine, or malt beverages. 8. Fundraising - An expenditure may not be made for fundraising costs, except as allowed for a 501(c)(3) organization or 501(c)(4) festival organization from its general fund. 9. Other organizations - With few exceptions, gambling funds may not be contributed to other organizations or clubs such as veterans, fraternal, Lions, etc. unless it is a 501(c)(3) organization. 10. Other contributions - A contribution may not be made to a 501(c)(3) organization or another entity with the intent or effect of not complying with lawful purpose restrictions or requirements.

Internal Revenue Service

Date: January 6, 2004

Southwest Minnesota State University
Foundation, Inc. (SMSU Fdn.)
Founders Hall Southwest State Univ.
Marshall, MN 56258

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Cassandra Jackson 31-07417
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
[REDACTED]

Dear Sir or Madam:

This is in response to the amendment to your organization's Articles of Incorporation filed with the state on July 22, 2003. We have updated our records to reflect the name change as indicated above.

In September 1965 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(iv).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Southwest Minnesota State University Foundation, Inc. (SMSU Fdn.)
23-7108470

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999 - 17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

Donna Carlisle

Donna Carlisle, Acting Director, TE/GE
Customer Account Services



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, September 13, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of a LG220 gambling application for exempt permit for SMSU Softball at SMSU, 1501 State Street on December 16, 2022
Background Information:	
Fiscal Impact:	
Alternative/ Variations:	None recommended
Recommendations:	To approve LG220 Gambling Application for Exempt Permit for SMSU Softball on December 16, 2022

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:
• conducts lawful gambling on five or fewer days, and
• awards less than \$50,000 in prizes during a calendar year.
If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)
Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150.
Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Southwest Minnesota State University Foundation
Previous Gambling Permit Number:
Minnesota Tax ID Number, if any:
Federal Employer ID Number (FEIN), if any:
Mailing Address: 1501 State Street
City: Marshall State: MN Zip: 56258 County: Lyon
Name of Chief Executive Officer (CEO): Nathan Polfliet
CEO Daytime Phone: 507/ 537-6285 CEO Email:
Email permit to (if other than the CEO): Barb.Berkenpas@smsu.edu

NONPROFIT STATUS

Type of Nonprofit Organization (check one):
[] Fraternal [] Religious [] Veterans [] Other Nonprofit Organization
Attach a copy of one of the following showing proof of nonprofit status:
(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)
[] A current calendar year Certificate of Good Standing
[] IRS income tax exemption (501(c)) letter in your organization's name
[] IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Southwest Minnesota State University Campus
Physical Address (do not use P.O. box): 1501 State Street
Check one:
[] City: Marshall Zip: 56258 County: Lyon
[] Township: Zip: County:
Date(s) of activity (for raffles, indicate the date of the drawing): December 16, 2022 (Softball)
Check each type of gambling activity that your organization will conduct:
[] Bingo [] Paddlewheels [] Pull-Tabs [] Tipboards [] Raffle

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

Item 6.

Page 31

LG220 Application for Exempt Permit

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

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

The application is acknowledged with no waiting period.

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

The application is denied.

Print City Name: Marshall

Signature of City Personnel: _____

Title: City Clerk Date: _____

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

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

The application is acknowledged with no waiting period.

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

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

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

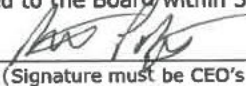
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature:  Date: 8/30/2022

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

Print Name: Nathan Polfliet

REQUIREMENTS

Complete a separate application for:

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

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

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

<p align="center">How You May Spend Gambling Funds</p>	<p align="center">How You May Not Spend Gambling Funds</p>
<p>Allowable expenses - Gambling funds may be spent for allowable expenses, such as:</p> <ul style="list-style-type: none"> • gambling equipment (pull-tabs, bingo paper, bingo blower, paddlewheel tickets, tipboard games); • advertising; • printing raffle tickets; or • any services or goods that are directly related to the conduct of your gambling. <p>Charitable contributions - Gambling funds may be spent for the following charitable contributions (lawful purpose):</p> <ul style="list-style-type: none"> • to or by 501(c)(3) organization and 501(c)(4) festival organizations; • relieving the effects of poverty, homelessness, or disability; • problem gambling programs approved by the Minnesota Department of Human Services; • public or private nonprofit school; • scholarships (if a contribution is made to a scholarship fund, it must be made to a nonprofit organization whose primary mission is to award scholarships); • church; • recognition of military service (open to public) or active military personnel in need; • activities and facilities benefiting youth under age 21; • citizen monitoring of surface water quality, with data submitted to Minnesota PCA; • unit of government (NOTE: A direct contribution to a law enforcement or prosecutorial agency is not allowed); • wildlife management projects or activities that benefit the public-at-large, with DNR approval; • grooming and maintaining snowmobile or all-terrain trails that are grant-in-aid trails, or other trails open to public use, with DNR approval; • supplies and materials for DNR training and educational programs; • nutritional programs, food shelves, and congregate dining programs primarily for persons who are 62 or older or disabled; • community arts organizations or programs; • humanitarian service recognizing volunteerism or philanthropy; and • acquisition and repair of real property and capital assets (contact the Gambling Control Board for requirements). 	<ol style="list-style-type: none"> 1. Controlled contribution - An organization may not retain any control over any contribution made from gambling funds. The only exception is for expenditures by a 501(c)(3) organization or a 501(c)(4) festival organization to its general fund. 2. Financial gain - A contribution or expenditure may not be made if it results in any monetary, economic, financial, or material benefit to the organization making the contribution or expenditure. 3. Government - An expenditure may not be made for: <ul style="list-style-type: none"> • influencing the nomination or election of a candidate for public office; • promoting or defeating a ballot question; or • any activity intended to influence an election or a governmental decision-making process. 4. Law enforcement - A direct contribution may not be made to a law enforcement or prosecutorial agency. 5. Pension - A contribution may not be made to a government pension or retirement fund, such as a fire relief association. 6. Conflict of interest - A contribution or expenditure may not be made if it is not allowed under the conflict of interest provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, Section 317A.255. 7. Alcohol - An expenditure may not be made for the purchase of any intoxicating liquor, wine, or malt beverages. 8. Fundraising - An expenditure may not be made for fundraising costs, except as allowed for a 501(c)(3) organization or 501(c)(4) festival organization from its general fund. 9. Other organizations - With few exceptions, gambling funds may not be contributed to other organizations or clubs such as veterans, fraternal, Lions, etc. unless it is a 501(c)(3) organization. 10. Other contributions - A contribution may not be made to a 501(c)(3) organization or another entity with the intent or effect of not complying with lawful purpose restrictions or requirements.

Internal Revenue Service

Date: January 6, 2004

Southwest Minnesota State University
Foundation, Inc. (SMSU Fdn.)
Founders Hall Southwest State Univ.
Marshall, MN 56258

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Cassandra Jackson 31-07417
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500

Fax Number:
513-263-3756
Federal Identification Number:
[REDACTED]

Dear Sir or Madam:

This is in response to the amendment to your organization's Articles of Incorporation filed with the state on July 22, 2003. We have updated our records to reflect the name change as indicated above.

In September 1965 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(iv).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Southwest Minnesota State University Foundation, Inc. (SMSU Fdn.)
23-7108470

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999 - 17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

Donna Carlisle

Donna Carlisle, Acting Director, TE/GE
Customer Account Services



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, September 13, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of a LG220 gambling application for exempt permit for SW MN Ducks Unlimited at the Marshall Golf Club, 800 Country Club Drive on October 14, 2022
Background Information:	
Fiscal Impact:	
Alternative/ Variations:	None recommended
Recommendations:	To approve LG220 Gambling Application for Exempt Permit for SW MN Ducks Unlimited on October 14, 2022

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Ducks Unlimited Previous Gambling Permit Number: _____

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 3011 270th St.

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

Name of Chief Executive Officer (CEO): Jake Chronister

CEO Daytime Phone: _____ CEO Email: _____ (Address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

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

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

A current calendar year Certificate of Good Standing
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division Secretary of State website, phone numbers:
60 Empire Drive, Suite 100 www.sos.state.mn.us
St. Paul, MN 55103 651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Marshall Golf Club

Physical Address (do not use P.O. box): 800 Country Club Rd

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

Date(s) of activity (for raffles, indicate the date of the drawing): October 14, 2022

Check each type of gambling activity that your organization will conduct:
 Bingo Paddlewheels Pull-Tabs Tipboards Raffle

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

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, September 13, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of a temporary on-sale liquor license for SMSU for their SMSU Gala on November 5, 2022
Background Information:	
Fiscal Impact:	
Alternative/ Variations:	None recommended
Recommendations:	To approve a temporary on-sale liquor license for SMSU for their SMSU Gala on November 5, 2022



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

Name of organization: Southwest Minnesota State University Foundaiton
 Date of organization: 10/17/1963
 Tax exempt number: [REDACTED]

Organization Address (No PO Boxes): 1501 State Street
 City: Marshall State: MN Zip Code: 56258

Name of person making application: Nathan Polfliet, Executive Director
 Business phone: 507/ 537-6285 Home phone: [REDACTED]

Date(s) of event: Saturday, November 5, 2022 (SMSU Gala)
 Type of organization: Microdistillery Small Brewer
 Club Charitable Religious Other non-profit

Organization officer's name: Jerry Bly, Past SMSU Fdtn BOD President
 City: Marshall State: MN Zip Code: 56258

Organization officer's name: [REDACTED] City: [REDACTED] State: MN Zip Code: [REDACTED]

Organization officer's name: [REDACTED] City: [REDACTED] State: MN Zip Code: [REDACTED]

Location where permit will be used. If an outdoor area, describe.
 SMSU Conference Ctr

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

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

APPROVAL

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

City of Marshall
 City or County approving the license

\$30.
 Fee Amount

Event in conjunction with a community festival Yes No

Current population of city

Date Approved: 11-5-2022
 Permit Date

Steven.Anderson@ci.marshall.mn.us
 City or County E-mail Address

Steven Anderson
 Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

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

No Temp Applications faxed or mailed. Only emailed.
ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, September 13, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Surplus equipment for the Marshall Fire Department
Background Information:	<p>In 2022, the Marshall Fire department transitioned all the 1 ¾" hose to premium, anti-kinking fire hose, with smooth bore nozzles that run at lower pressures, making it easier for the nozzle operator to handle solo when needed. This also meant we needed to completely remove all the 1 ½" hose from service, due to the amount of friction loss attained while trying to reach standard fire flow. This transition has resulted in a 35% increase in efficiency which is significant to our staff that must operate it and less wear and tear on our trucks.</p> <p>We have 68-70, 50 ft. sections of misc. fire hose, that we're proposing to try to sell to area departments, re-purpose with our wastewater department or sell at auction.</p> <p>We also have 19 automatic fog nozzles that we're proposing the same to surplus.</p>
Fiscal Impact:	\$0
Recommendations:	Consider authorization to declare surplus equipment for the Marshall Fire Department.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, September 13, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Approval of Grant Contract between the State of Minnesota and Marshall Fire Department
Background Information:	<p>Attached you will find the 2022 Rural Fire Department Volunteer Fire Assistance (VFA) matching grant project contract. This grant is a federal matching grant that is administrated through the MN Department of Natural Resources for a maximum of \$5,000.</p> <p>The Marshall Fire Department will be requesting approval to replace two pickup skid units which were included in the 2022 CIP. The cost for replacement of these two skid units is \$32,850. This grant would cover nearly 15% of that cost. Once the units arrive, the state will be invoiced and in turn will reimburse the Marshall Fire Department.</p>
Fiscal Impact:	Grant for \$5,000
Recommendations:	Consider approval of the grant contract between the State of Minnesota and the Marshall Fire Department.

STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Department of Natural Resources, Division of Forestry, 402 Southeast Eleventh Street, Grand Rapids, Minnesota 55744 ("State") and MARSHALL FIRE DEPT, 201 E SARATOGA BOX 1232, MARSHALL, MN 56258- ("GRANTEE").

Recitals

1. Under Minn. Stat. 84.085 authorizes the Commissioner of Natural Resources, on behalf of the State, to accept and use grants of money for the United States or other grantors for conservation purposes not inconsistent with the laws of this state and in accordance with the purposes of the grant and applicable Federal and State laws and authorizes the Commissioner to make sub-grants of any money received to other agencies, units of local government, and private nonprofit corporations; and Minn. Stat. 88.067, as amended in Laws of Minnesota 2000, Chapter 231, Section 113, may make grants for procurement of fire suppression equipment and training of fire departments in techniques of fire control. The commissioner may require a local match for any grant. Grantee is a governmental unit and or is a fire fighting entity located in a rural area; and the State is empowered to enter into this grant.
2. The State is in need of fire department assistance to suppress wildland fires.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.

Grant Agreement

1. Term of Grant Agreement

- 1.1 **Effective date:** This agreement becomes effective on **August 15, 2022**, or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later. **The Grantee must not begin work under this sub-grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.** No reimbursements will be made until or upon the date that the final required signature is obtained by the State, pursuant to [Minnesota Statutes Section 16B.98, subdivision 5](#). Per [Minnesota Statutes Section 16B.98, subdivision 7](#), no payments will be made to the Grantee until this grant agreement is fully executed.
- 1.2 **Expiration Date:** **Work on this project must be completed on or before June 1, 2023. The State is to be invoiced on or before June 15, 2023, or the contract will be canceled without further notification.**
- 1.3 **Survival of Terms:** The following clauses survive the expiration or cancellation of this grant agreement: 9 Liability; 10 Audits; 11 Government Data Practices and Intellectual Property; 13 Endorsement; 14 Governing Law, Jurisdiction, and Venue; 16 Data Disclosure; 19 Monitoring; and 24 Additional Program Requirements
- 1.4 **Incur Expenses:** Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after August 15, 2022 are eligible for reimbursement. This agreement becomes effective on August 15, 2022, or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

The Grantee will comply with required grants management policies and procedures set forth through [Minnesota Statutes Section 16B.97](#), subdivision 4 (a) (1).

The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant agreement. Any material change in the grant agreement shall require an amendment by the State (see Section 7.2).

The Grantee is responsible for maintaining a written conflict of interest policy. Throughout the term of this

agreement, the Grantee shall monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

The Grantee shall be responsible for the administration, supervision, management, record keeping, and program oversight required for the work performed under this agreement.

Complete work specified in the Project Proposal attached hereto as Exhibit A. This Project Proposal shall be a part of this grant. Highest priority is indicated in the office use only box of Exhibit A; however, any of the listed projects or a combination of the listed projects on Exhibit A, may also qualify for this grant with written approval from the State of Minnesota.

Ensure all equipment acquired through this grant must be used solely for prevention, suppression and control of fire. Report GPS locations of dry hydrants or water facilities constructed under this grant to Shelly Greniger, Rural Fire Programs Assistant, 402 Southeast Eleventh Street, Grand Rapids, Minnesota 55744 or his/her successor.

3 Time

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

4 Consideration and Payment

4.1 **Consideration.** Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:

4.1.1. **Compensation.** The Grantee will be paid in the amount not to exceed **\$5000.00**, based on the following computation:

4.1.2. **Matching Requirements.** The State shall reimburse Grantee for up to 50% of the reasonable net cost of items purchased or expenditures made, in accordance with the approved project proposal. This reimbursement shall not exceed the total amount of this grant.

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

4.1.3 **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$00.00.

THE TOTAL STATE OBLIGATION FOR ALL COMENSATION AND REIMBURSEMENTS TO GRANTEE SHALL NOT EXCEED **\$5000.00**.

Funds made available pursuant to this Agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this Agreement, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee.

4.2. Payment

The State shall disburse funds to the Grantee pursuant to this agreement on a **reimbursement basis**. The Grantee shall submit payment requests with required expenditure documentation. If necessary, advance payments on grants shall be negotiated between the State and Grantee on a case-by-case basis. In order to make advance payments, the Grantee must prepare and submit a written justification to the State for approval that details specific need to utilize advance payments. A copy of the signed justification must be maintained in the grant file. All advance payments on grants over \$50,000 must be reconciled within 12 months of issuance or within 60 days of the end of the grant period.

4.2.1. **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and upon completion by June 15, 2023.

- 4.2.2. **Federal funds.** Payments under this grant contract will be made from federal funds obtained by the State through the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, CFDA number 10.664. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.
- 4.2.3. **Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

5 Conditions of Payment

All services provided by the Grantee under this grant 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.

6 Authorized Representative

The State's Authorized Representative is Tim Oland, Rural Fire Programs Coordinator, DNR Forestry, 402 Southeast Eleventh Street, Grand Rapids, Minnesota 55744, 218-322-2688, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is the Fire Chief at (507) 530-7623. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must 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 grant agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2. **Amendments.** Any amendment to this grant 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 grant agreement, or their successors in office.
- 7.3. **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.
- 7.4. **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8 Subcontractors, Contracting and Bidding Requirements

- 8.1. The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all provisions of the agreement with the State. The Grantee also agrees to comply with [Title 2 Code of Federal Regulations \(CFR\) 200.317](#) and [200.322](#) (if applicable-both apply to state entities only) as well as 2 CFR 200.318-321, and 2 CFR 200.323-326.
- 8.2. Per [Minnesota Statute 471.345](#), grantees that are municipalities as defined in Subd. 1 must follow that Uniform Municipal Contracting Law if contraction funds from this grant contract agreement for any supplies, materials, equipment, or the rental thereof, or the construction, alteration, repair, or maintenance of real or personal property.
- 8.2.1. If the amount of the contract is estimated to be \$3,000-25,000 the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation, it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively,

municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minnesota Statute 16C.28](#), Subd. 1, paragraph a, clause 2.

- 8.2.2. Any services and/or materials that are expected to cost less than \$3,000 do not require the solicitation of competitive quotations in accordance with [2 CFR 200.320\(b\)](#). The Grantee must make an effort to equitably distribute these purchases.

9 Liability

The 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 grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

10 Audits (State and Single)

Under [Minn. Stat. §16B.98, subd. 8](#) and [2 CFR 200.331](#), the Grantee books, records, documents, and accounting procedures and practices relevant to this grant agreement 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 grant agreement.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

11 Government Data Practices and Intellectual Property

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

11.2. Intellectual Property Rights

Intellectual Property Rights Not Applicable.

11.2.1. Obligations.

- (A) **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 the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- (B) **Representation.** The 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 the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The 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 9, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the 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. The 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 the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the 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 the State will be in addition to and not exclusive of other remedies provided by law.

12 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.

13 Publicity and Endorsement

- 13.1. **Publicity.** Any publicity regarding the subject matter of this grant contract 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 contract.
- 13.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services, and the Grantee must adhere to the terms of 2 CFR 200.315.

14 Governing Law, Jurisdiction, and Venue

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

15 Termination

- 15.1. **Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 15.2. **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made 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.

16 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the 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.

17 American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines. The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design.

18 Reporting Requirements

The Grantee is bound to financial and performance reporting requirements as noted in the [Minnesota Statutes Section 16B.97](#), subdivision 4 (a) (1).

19 Monitoring

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

20 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

21 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minnesota Statutes, section 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to December 2014 version](#).

22 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

23 Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239)

(b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712

(c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all sub awards or subcontracts over the simplified threshold. 42 CFR & 52.203-17 (as referenced in 42 CFR & 3.908-9)

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. " 16A.15 and 16B.98.

Signed: Shelly Greniger

Date: 8/9/2022

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

SWIFT Contract/PO No(s). 216364/215573

2. GRANTEE

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

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Distribution:
Agency
Grantee MARSHALL FIRE DEPT
State' s Authorized Representative - Photo Copy

RURAL FIRE DEPARTMENT VOLUNTEER FIRE ASSISTANCE (VFA) MATCHING GRANT PROJECT PROPOSAL

Complete Mail or email to: VFAGrants.dnr@state.mn.us

RECEIVED

By Shelly Greniger at 4:17 pm, Jun 30, 2022

APPROVED

By Shelly Greniger at 2:15 pm, Jul 11, 2022


Rural Fire Grant Project Proposal
MN Interagency Fire Center
 402 SE 11th Street
 Grand Rapids, Minnesota 55744

➔ POSTMARKED NO LATER THAN.....July 1, 2022

Fire Department: <u>Marshall</u>	Name & Title of person filling out form: Quentin Brunsvold, Fire Chief
Official FD Mailing Address: 201 E. Saratoga St.	Telephone: Day: Night: Cell: 507-530-7623 Fire Hall: 507-532-5141
City, State, Zip: <u>Marshall, MN, 56258</u>	FD e-mail:

1. Population directly benefiting from the project: 15,371
2. Fire Department's protection area (square miles): 142.9
(Excluding Mutual Aid Area)
3. Number of fire incidents for the previous year: wildland 5 structural 7 other 176
4. Fill in the estimated total cost of the project(s) and the Grand total the dollar amount requested.

\$	Wildland Personal Protective Equipment	\$	Structural Turnout Gear
\$	Excess Property Equipment Conversion	\$	Radios/Pagers
\$32,850.00	Wildland Equipment 2 - Skid units for pickups	\$	Breathing Apparatus
\$	Water Movement Items	\$	Safety Equipment
\$	Other Miscellaneous Projects (Describe)	\$	Water Storage System
Grand Total Dollars Requested \$5,000.00			

Fire Department Chief's Signature:  **Date:** 6-29-2022

OFFICE USE ONLY:	
GRANT APPROVED UP TO \$ <u>5000.00</u>	PRIORITY IS FOR <u>Skid Units</u>
APPROVAL/DATE: <u>8/9/2022</u>	CONTRACT NUMBER <u>216364</u>
Modified Project: _____	Approval/date: _____

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, September 13, 2022																																											
Category:	CONSENT AGENDA																																											
Type:	ACTION																																											
Subject:	Consider renewal of the MMUA service agreement for safety program services																																											
Background Information:	<p>The City has partnered with the Minnesota Municipal Utilities Association (MMUA) to provide safety programming services for 22 years, since 2000.</p> <p>Attached for your consideration is a renewal agreement to continue these safety programming services. Marshall is currently a Tier 2 community, receiving 2 service days of safety programming per month. The renewal term is October 1, 2022 – September 30, 2023. The renewal cost is \$26,019.00.</p> <p>The costs for program services are allocated across the General Fund, Wastewater, Library, Red Baron Arena & Expo, MERIT Center, and Tall Grass Liquor funds.</p> <p><u>Cost history:</u> The renewal increase is higher than in prior years. MMUA staff, with oversight from their Board of Directors, has recently performed a comprehensive evaluation of their programs and services, including the safety management program. The incremental pricing increases in prior years are no longer sufficient in attracting and retaining qualified staff and is no longer maintaining pace with the operational costs for safety services. MMUA has held several informational meetings to introduce aspects of their new strategic plan and the redesigned safety programs. The redesign will offer us the same core safety compliance programs that we rely on to meet OSHA standards. In addition, MMUA will now be able to offer communities opportunities to receive training on additional safety topics, as well as more in-depth technical training on a variety of topics for an additional fee.</p> <table border="1" data-bbox="371 1331 1192 1627"> <thead> <tr> <th>Contract Year</th> <th>Annual cost</th> <th>\$ inc from prior year</th> </tr> </thead> <tbody> <tr> <td>2021-2022 (current)</td> <td>\$20,850</td> <td>\$350</td> </tr> <tr> <td>2020-2021</td> <td>\$20,500</td> <td>\$150</td> </tr> <tr> <td>2019-2020</td> <td>\$20,350</td> <td>\$650</td> </tr> <tr> <td>2018-2019</td> <td>\$19,700</td> <td>\$850</td> </tr> <tr> <td>2017-2018</td> <td>\$18,850</td> <td>\$350</td> </tr> <tr> <td>2016-2017</td> <td>\$18,500</td> <td></td> </tr> </tbody> </table> <p><u>Experience Modifier Rating history:</u></p> <p>The following is a history of our mod rating. A mod rating of 1.0 is considered to be the industry average. Our goal is to maintain a mod rating of 1.0 or lower.</p> <table border="1" data-bbox="371 1843 1479 1923"> <thead> <tr> <th>Year</th> <th>2016</th> <th>2017</th> <th>2018</th> <th>2019</th> <th>2020</th> <th>2021</th> <th>2022</th> </tr> </thead> <tbody> <tr> <td>Mod Rating</td> <td>1.01</td> <td>0.81</td> <td>0.67</td> <td>0.68</td> <td>0.63</td> <td>0.60</td> <td>0.76</td> </tr> </tbody> </table>							Contract Year	Annual cost	\$ inc from prior year	2021-2022 (current)	\$20,850	\$350	2020-2021	\$20,500	\$150	2019-2020	\$20,350	\$650	2018-2019	\$19,700	\$850	2017-2018	\$18,850	\$350	2016-2017	\$18,500		Year	2016	2017	2018	2019	2020	2021	2022	Mod Rating	1.01	0.81	0.67	0.68	0.63	0.60	0.76
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2016-2017	\$18,500																																											
Year	2016	2017	2018	2019	2020	2021	2022																																					
Mod Rating	1.01	0.81	0.67	0.68	0.63	0.60	0.76																																					

	<p>The City Safety Committee partners with the MMUA Safety Consultant to provide and respond to the needs of the City in an effort to maintain a low mod rating. Our Safety Committee meets monthly with the Consultant to review employee incidents/accidents, review OSHA required written safety plans, and develop a safety curriculum that is compliant with OSHA and is adaptive to the City’s training needs.</p> <p>Staff recommend approval of the renewal at our current program level—Tier 2, with 2 service days per month.</p>
Fiscal Impact:	Increase of \$5,169
Alternative/ Variations:	None recommended.
Recommendations:	to approve renewal of the service agreement with MMUA for 2022-2023

Overview of Safety Management Program 2.0 Tiers

In FY 2022-23, MMUA is introducing a new tiered safety program model. This updated system builds on the core safety programming for which MMUA has been known and adds components that will allow communities/utilities to choose the level of service they want. Fees will be based on the tier chosen, the size of the community/workforce, and the required on-site days.

Tier 1 – Compliance Program

This is our most basic offering, designed to give you the tools needed to help achieve compliance.

What is the same: In the Tier 1 Compliance Program, a dedicated safety professional is assigned to your community/utility. Your safety coordinator will work with you and your team as a mentor, to assist in working towards compliance of OSHA/MNOSHA and other applicable regulations. They have access to a full team of safety experts to help them ensure you get the right information and experience when and where you need it.

What is different: Your safety coordinator is on-site six (6) times per year rather than twelve (12) times per year. Additional fees apply for courses/trainings not included in tier 1. Accident/incident investigations and support for OSHA inspections are also available and due to their specialized nature are billed at an enhanced rate.

Tier 2 – Competence Program

This program builds on tier 1 offering greater flexibility, with a focus on building a strong safety culture and increasing your team's competence.

What is the same: The Tier 2 Competence Program is MMUA's classic offering. A dedicated safety professional is assigned to your community/utility and will be on your site at least twelve (12) times per year. In addition to ensuring your operation is progressing toward compliance of OSHA/MNOSHA and other applicable regulations. Your safety coordinator will focus on training in areas that are important for your specific operational needs and the professional development requirements of the individuals on your team for enhanced competency. Accident investigations and support for OSHA inspections continue to be included at no additional charge.

What is different: You can identify your most-pressing training needs and choose up to five (5) additional topics/programs you would like covered in a given year. Should you decide more is needed, additional training or consultation sessions can be scheduled for an additional fee at a discounted rate. If your safety coordinator is qualified to deliver the services you request, s/he will do so. If not, we will draw from another qualified member of our team to visit your community and deliver the added training

or consulting. This gives you access to a wider range of offerings and resources than ever before. If you want us to create something not on our current list, we will work with you and offer a tailored proposal with costs spelled out in advance, always at the discounted pricing available to tier 2 participants. You are welcome to involve others within your organization to join the training on a space/time available basis. If they are not employed by the entity contracting with MMUA, we reserve the right to charge a registration and recordkeeping fee for their participation.

Tier 3 – Comprehensive Program

Tier 3 encompasses all that tier 1 and tier 2 have to offer, plus unlimited customized training and auditing in order to develop a more comprehensive safety program.

What is the same: As with our other program levels, in the Tier 3 Comprehensive Program, communities and utilities will be assigned a dedicated safety professional who will be on-site at least forty-eight (48) times per year. Your safety coordinator will provide all-inclusive safety management services to develop a well-rounded safety culture, with comprehensive program compliance and developing best practices always at the forefront. Tier 3 offers a full range of training choices that are only limited by the numbers of days you contract. Accident investigations and support for OSHA inspections are also provided at no extra charge for tier 3 participants.

What is different: The sky really is the limit. Within the confines of the time (i.e., the number of days) for which you contract, we will bring you as many trainings and services as you request at no extra cost. If you need something we don't currently offer but could develop, we'll do that for you if at all possible. Additionally, if you need something that will require more time than you have available within your contract, extra days will be available at our best discounted rate. You are welcome to involve others within your organization to join the training on a space/time available basis. If they are not employed by the entity contracting with MMUA, we reserve the right to charge a registration and recordkeeping fee for their participation.

MMUA Safety Management Program Fee Structure 2022-2023

Population	Grouping	Tier 1 COMPLIANCE PROGRAM			Tier 2 COMPETENCE PROGRAM				Tier 3 COMPREHENSIVE PROGRAM						Cost per extra ad hoc day		
		1 day every other month (6 days/year)	Cost per extra standard day	Cost per extra specialty day	1 day per month (12 days/year)	2 days/month (24 days/year)	3 days/month (36 days/year)	Cost per extra ad hoc day	4 days/month (48 days/year)	5 days/month (60 days/year)	6 days/month (72 days/year)	7 days/month (84 days/year)	8 days/month (96 days/year)				
0-1000	S-1	\$ 11,078	\$ 750	\$ 1,000	\$ 12,449	\$ 15,399	\$ 17,759	\$ 750	\$ 20,119	\$ 22,860	\$ 25,260	\$ 27,660	\$ 30,060	\$ 750			
1001-3000	S-2	\$ 12,653	\$ 750	\$ 1,000	\$ 14,219	\$ 18,939	\$ 22,479	\$ 750	\$ 26,019	\$ 30,060	\$ 33,660	\$ 37,260	\$ 40,860	\$ 750			
3001-5000	M-1	\$ 12,653	\$ 750	\$ 1,000	\$ 14,219	\$ 21,299	\$ 26,019	\$ 750	\$ 29,559	\$ 33,660	\$ 37,260	\$ 40,860	\$ 44,460	\$ 750			
5001-7000	M-2	\$ 13,703	\$ 750	\$ 1,000	\$ 15,399	\$ 23,659	\$ 29,559	\$ 750	\$ 35,459	\$ 42,060	\$ 48,060	\$ 54,060	\$ 60,060	\$ 750			
7001-17000	L-1	\$ 15,803	\$ 900	\$ 1,250	\$ 17,759	\$ 26,019	\$ 31,919	\$ 900	\$ 37,819	\$ 44,460	\$ 50,460	\$ 56,460	\$ 62,460	\$ 900			
17001-23000	L-2	\$ 16,853	\$ 900	\$ 1,250	\$ 18,939	\$ 26,019	\$ 35,459	\$ 900	\$ 44,899	\$ 53,159	\$ 61,419	\$ 70,859	\$ 76,759	\$ 900			
23001-26000	L-3	\$ 17,903	\$ 1,150	\$ 1,500	\$ 20,119	\$ 30,739	\$ 38,409	\$ 1,150	\$ 46,079	\$ 54,339	\$ 62,599	\$ 72,039	\$ 77,939	\$ 1,150			
26001-29000	L-4	\$ 18,953	\$ 1,150	\$ 1,500	\$ 21,299	\$ 33,099	\$ 41,949	\$ 1,150	\$ 50,799	\$ 59,059	\$ 68,499	\$ 77,939	\$ 87,379	\$ 1,150			
Over 29000	L-5	\$ 20,003	\$ 1,150	\$ 1,500	\$ 22,479	\$ 35,459	\$ 44,899	\$ 1,150	\$ 54,339	\$ 63,779	\$ 73,219	\$ 82,659	\$ 92,099	\$ 1,150			
		Average 5% increase from 21- other month charge			Average 18% increase from 21- 22 one day charge			Average 18% increase from 21- 22 two day charge			Average 18% increase on prior year 3 day charge			Reflects an average 20% increase for those currently contracting for the same number of days			Includes training, recordkeeping, and mock audits. Accident investigations and OSHA inspection support is included at this level at no extra charge

Note: Safety Management Program participants in all tiers receive mutual aid assistance at no extra charge.



Safety Team

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Options Time	Tier 1 – Compliance Program 6 Service Days Per Year (Every Other Month)	Tier 2 – Competency Program 1 - 3 Service Days Per Month	Tier 3 – Comprehensive Program > 3 Service Days Per Month
Included (as time allows)*	<ol style="list-style-type: none"> 1. Written Safety Manual Development and Maintenance <ul style="list-style-type: none"> - AWAIR - Bloodborne Pathogens - Confined Spaces Entry and Rescue - Employee Right to Know - Emergency Action Plan and Preparedness - Excavation and Trenching - Lockout/Tagout - Fall Protection - Personal Protective Equipment 2. Group Employee Training (in person or virtual) 3. Annual Safety Training Calendar 4. Standardized Safety Program Filing and File Management 	<ol style="list-style-type: none"> 1. Written Safety Manual Development and Maintenance <ul style="list-style-type: none"> - AWAIR - Bloodborne Pathogens - Confined Spaces Entry and Rescue - Employee Right to Know - Emergency Action Plan and Preparedness - Excavation and Trenching - Lockout/Tagout - Fall Protection - Personal Protective Equipment 2. Group Employee Training (in person or virtual) 3. Annual Safety Training Calendar 4. Standardized Safety Program Filing and File Management 5. Facility Safety Audit - Mock OSHA Inspection with Report 6. Worksite Safety Audit - Mock OSHA Inspection with Report 7. Worksite Training 8. Safety Grant Development and Support 9. Accident Investigation 10. OSHA Inspection Support Services 11. Limited Classic Training <ul style="list-style-type: none"> - Choose up to 5 options from MMUA's list of Classic Training Options 	<ol style="list-style-type: none"> 1. Written Safety Manual Development and Maintenance <ul style="list-style-type: none"> - AWAIR - Bloodborne Pathogens - Confined Spaces Entry and Rescue - Employee Right to Know - Emergency Action Plan and Preparedness - Excavation and Trenching - Lockout/Tagout - Fall Protection - Personal Protective Equipment 2. Group Employee Training (in person or virtual) 3. Annual Safety Training Calendar 4. Standardized Safety Program Filing and File Management 5. Facility Safety Audit - Mock OSHA Inspection with Report 6. Worksite Safety Audit - Mock OSHA Inspection with Report 7. Worksite Training 8. Safety Grant Development and Support 9. Accident Investigation 10. OSHA Inspection Support Services 11. Unlimited Classic Training <ul style="list-style-type: none"> - Choose an unlimited number of options from MMUA's list of Classic Training Options 12. Unlimited Technical Training <ul style="list-style-type: none"> - Choose an unlimited number of options from MMUA's list of Technical Training Options

*Included offerings are subject to number of days contracted. MMUA's role as a safety partner does not guarantee compliance or competency.



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MMUA Safety Management Program Classic Training Options

1. Accident Investigation
2. Aerial Lift and Scaffolds
3. Asbestos Hazards in the Workplace
4. AWAIR
5. Back Safety and Lifting
6. Behavior Based Safety
7. Bloodborne Pathogens
8. Commercial Driver's License Rules and Regulations
9. Compressed Gases
10. Confined Space Entry and Rescue
11. Contractor Safety
12. Dog Bites and Distractions
13. Driving Safety
14. Drug and Alcohol Awareness
15. Electrical Safety
16. Emergency Action Plan
17. Ergonomics
18. Excavation and Trenching
19. Facility Safety Audit – Mock OSHA Inspection with Report
20. Fall Protection
21. Fire Extinguisher Training
22. Forklift Qualified Operator
23. Hantavirus Syndrome
24. Hazard Identification
25. Hazardous Materials
26. Hearing Protection and Conservation
27. Heat and Cold Stress
28. Job Briefings and Tailgate Meetings
29. Job Hazard Analysis
30. Ladder Safety
31. Load Securement Strategies
32. Lockout/Tagout
33. Machine Guarding
34. Mobile Phone Hazards
35. New Employee Orientation
36. Noise Exposure and Testing
37. Office Safety
38. OSHA Inspection Support Services
39. Park and Playground Safety
40. Personal Protective Equipment
41. Reasonable Suspicion for Supervisors
42. Respiratory Protection
43. Right to Know (Hazard Communications)
44. Safety Awareness at Home
45. Safety Culture and Behaviors
46. Safety Grant Development and Support
47. Seasonal Employee Training
48. Slips Trips and Falls
49. Spill Prevention, Control, and Counter-measure
50. Summer and Vacation Safety
51. Supervisor Training
52. Temporary Work Zone Traffic Control
53. Tool Safety
54. Tow Ropes and Hazards
55. Walking and Working Surfaces
56. Welding and Hot Work
57. Winter Driving Safety
58. Winter Safety
59. Workplace Violence and Stress
60. Worksite Safety Audit – Mock OSHA Inspection with Report



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MMUA Safety Management Program Technical Training Options

The following options are available with tier 3 contract. For those in tier 1 and tier 2, these options are available on a fee-for-service basis:

1. Arc Flash – Electric, Water, Wastewater
2. Bucket Truck and Self Rescue
3. Chainsaw Safety
4. Chlorine Gas and Process Safety Management
5. Competent Person
6. Crane & Derrick Qualified Operator
7. Poletop Rescue
8. Rigging and Related Equipment
9. Skid Steer Qualified Operator
10. Tree Trimming and Felling
11. Trenching and Excavation
12. Wheel Loader Qualified Operator

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, September 13, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of an amendment to the Personnel Policy Manual--Appendix B--Maximum Allowable Reimbursement/Per Diem Rates
Background Information:	<p>On an annual basis, Staff provide recommended amendments to the Employee Personnel Policy Manual—Appendix B—the Maximum Allowable Reimbursement / Per Diem Rates based upon the General Services Administration (G.S.A.) per diem rates. A red-lined copy of Appendix B is attached for your review and consideration.</p> <p>The proposed amendments are consistent with Council direction since August 2009, and consistent with the G.S.A. website per diem rates.</p> <p>Supplemental background on Appendix B: Since August 2009, the City Council has established the City’s maximum allowable reimbursement and per diem rates for non-local travel in accordance with the rates established by the U.S. General Services Administration (GSA) rate schedule. The GSA per diem rates are set by federal fiscal year, which begins on October 1 and ends on September 30 each year. The GSA schedule includes several rate adjustments for FY2023. The rates shown are for in-state travel only. Where employees receive authorization to travel out-of-state, the employee clicks on the web-link provided in this Appendix to find the designated per diem rates.</p> <p>Supplemental background on the Meal Per Diems: the Council will note that the Meal Per Diem column on the City’s schedule reflects a decrease of \$5 from the GSA table (if you were to go to www.gsa.gov). Since August 2009, the Council has approved meal per diems consistent with the GSA schedule, <u>minus</u> the “Incidental Expenses”, which equates to \$5 for all locations. Per the City’s policy, any incidental or miscellaneous expenses require Division Director approval and submission of an itemized bill/receipt from the vendor. Examples of miscellaneous expenses may include, but are not limited to: parking fees, taxi fare, internet access charges, and fax charges.</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>
Fiscal Impact:	
Alternative/ Variations:	None recommended. If the Council desires additional discussion on this amendment, Staff will schedule a Personnel Committee meeting.
Recommendations:	To approve amendment of Appendix B, the Maximum Allowable Reimbursement/Per Diem Rates of the Personnel Policy Manual

City of Marshall Personnel Policy Manual
MAXIMUM ALLOWABLE REIMBURSEMENT / PER DIEM RATES
FOR NON-LOCAL TRAVEL

Lodging and Meal Expenses – Effective October 1, ~~2021-2022~~ thru September 30, ~~2022~~2023

*To view rates outside of Minnesota, go to www.gsa.gov and reference “Per Diem Rates” for the state of your primary designation to determine which lodging and meal rates apply. When applying meal per diems to out-of-state locations, subtract the incidental per diem from the total per diem rate.						
Primary Destination	County	Season Begin Date	Season End Date	Lodging (not including taxes)	Meal Per Diems	Total Meal Per Diems will be reduced when meals are furnished to travelers as part of conference fees paid by the City.
Standard Rate This rate applies to all MN destinations or counties not specifically listed below.				\$ 96 <u>98</u>	\$54	Breakfast--\$13 Lunch--\$15 Dinner--\$26
Duluth	St. Louis	10/01/ 21 <u>22</u>	10/31/ 21 <u>22</u>	\$ 165 <u>194</u>	\$74	Breakfast--\$18 Lunch--\$20 Dinner--\$36
Duluth	St. Louis	11/01/ 21 <u>22</u>	05/31/ 22 <u>23</u>	\$ 121 <u>140</u>		
Duluth	St. Louis	06/01/ 22 <u>23</u>	09/30/ 22 <u>23</u>	\$ 165 <u>194</u>		
Eagan / Burnsville / Mendota Heights / Lakeville/ Inver Grove Heights	Dakota			\$100	\$64	Breakfast--\$16 Lunch--\$17 Dinner--\$31
Minneapolis / St. Paul	Hennepin and Ramsey			\$148	\$74	Breakfast--\$18 Lunch--\$20 Dinner--\$36
Rochester	Olmsted			\$133	\$59	Breakfast--\$14 Lunch--\$16 Dinner--\$29

Meeting Date:	Tuesday, September 13, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Project AP-003: Airport Snow Removal Equipment (SRE) Building - Acknowledgment of Acceptance of FAA Grant Agreement 3-27-0056-019-2022 for Funding of Site and Building Design.
Background Information:	<p>Attached is FAA Grant Agreement 3-27-0056-019-2022 for Funding of Site and Building Design of the Airport Snow Removal Equipment (SRE) Building in the amount of \$135,598.00.</p> <p>The following is a timeline of events relating to this project:</p> <p>10/12/2021 – City Council authorized acceptance of the Proposal with TKDA for a Predesign Study in the amount of \$35,000.00.</p> <p>04/26/2022 – City Council authorized City and TKDA staff to submit requests for federal and State grant.</p> <p>04/29/2022 – Upon authorization by the City Council, TKDA submitted the attached FAA Grant Application in the amount of \$135,598.00. Total design cost in the request for grant funding was \$297,000.00. This total included \$7,000 in local project costs and \$35,000 reimbursement for the TKDA pre-design study.</p> <p>05/10/2022 – City Council authorized acceptance of the Proposal with TKDA for Design Phase Services in the amount of \$255,000 with services under this proposal, contingent on receipt of the federal and State grant agreements.</p> <p>08/15/2022 – FAA Grant Agreement 3-27-0056-019-2022 received and electronically signed by Mayor and City Attorney.</p>
Fiscal Impact:	<p>This Grant Agreement provides for FAA funding in the amount of \$135,598.00. Total design cost in the request for grant funding was \$297,000.00. This total included \$7,000 in local project costs and \$35,000 reimbursement for our pre-design study.</p> <p>A companion grant agreement from the MnDOT-Aeronautics will be forthcoming in the amount of \$109,970 for a 70% State funding share on federally ineligible portions of the facility and a 5% match on the federally eligible work. The remainder will be funded with local funds in the amount of \$51,432.00.</p>
Alternative/Variations:	No alternative actions recommended.
Recommendation:	that the Council acknowledge acceptance of FAA Grant Agreement 3-27-0056-019-2022 for funding of Site and Building Design of the Airport Snow Removal Equipment (SRE) Building in the amount of \$135,598.00.



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes Region
Minnesota, North Dakota, South Dakota

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

August 15, 2022

Mr. Jason Anderson
344 W Main Street
Marshall, MN 56258

Dear Mr. Anderson:

The Grant Offer for Airport Improvement Program (AIP) Project No. **3-27-0056-019-2022** at **Southwest Minnesota Regional Marshall/Ryan Field Airport** is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

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

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 9, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

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

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

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

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

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

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

FAA Contact Information. Mark Johnson, 612-253-4642, or Mark.R.Johnson@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,



E. Lindsay Butler
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 15, 2022
Airport/Planning Area	Southwest Minnesota Regional Marshall/Ryan Field Airport
FY2022 AIP Grant Number	3-27-0056-019-2022
Unique Entity Identifier	E2MLAH2D5XV9

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

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 2, 2022, for a grant of Federal funds for a project at or associated with the Southwest Minnesota Regional Marshall/Ryan Field Airport, which is included as part of this Grant Agreement; and

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

Construct/Rehabilitate/Modify/Expand Snow Removal Equipment Building (Phase 1 - Design Only)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

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

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$135,598.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 135,598 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 9, 2022**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

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

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

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 07/09/2013, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals
 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SPECIAL CONDITIONS

26. **Environmental.** The environmental approval for this project was issued on 04/12/2022.
27. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
28. **Non-AIP Work in Application.** The Sponsor understands and agrees that:
- The Project Application includes the planning and/or construction of **Snow Removal Equipment Building and Site Design** that is not being funded with any Federal funding in this project;
 - Although the Sponsor has estimated a total project cost of \$**297,000**, the total allowable cost for purposes of determining Federal participation equals \$**150,665**;
 - It must maintain separate accounting of cost records for AIP and non-AIP work;
 - All pertinent records supporting project costs must be made available for inspection and audit by the FAA when requested; and
 - All non-AIP work is the sole responsibility of the Sponsor.
29. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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

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

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

E. Lindsay Butler

(Typed Name)

Manager, FAA-DMA-ADO

(Title of FAA Official)

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

Part II - Acceptance

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


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

I declare under penalty of perjury that the foregoing is true and correct.²

Dated August 15, 2022

City of Marshall

(Name of Sponsor)


Robert J Byrnes (Aug 15, 2022 09:19 CDT)
(Signature of Sponsor's Authorized Official)

By: Robert J Byrnes
(Typed Name of Sponsor's Authorized Official)

Title: Mayor
(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR’S ATTORNEY

I, Dennis Simpson, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at August 15, 2022

Dennis Simpson
By: Dennis Simpson (Aug 15, 2022 09:39 CDT)
(Signature of Sponsor’s Attorney)

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

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

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

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

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

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

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

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

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

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

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

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

19. Operation and Maintenance.

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

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

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

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

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

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

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

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

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

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

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

30. Civil Rights.

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

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

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

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

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

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

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of August 2, 2022.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

38. Hangar Construction.

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

39. Competitive Access.

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

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

Sponsor: City of Marshall

Airport: Southwest Minnesota Regional Airport (MML)

Project Number: 3-27-0056-019-2022

Description of Work: Construct/Rehabilitate/Modify/Expand Snow Removal Equipment Building (Phase 1 - Design Only)

Application

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

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

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

Certification Statements

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

Yes No N/A

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

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification


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

Executed on this day of August 15, 2022

Name of Sponsor: City of Marshall

Name of Sponsor's Authorized Official: Robert J Byrnes

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: 
Robert J Byrnes (Aug 15, 2022 09:19 CDT)

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

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Marshall

Airport: Southwest Minnesota Regional Airport (MML)

Project Number: 3-27-0056-019-2022

Description of Work: Construct/Rehabilitate/Modify/Expand Snow Removal Equipment Building (Phase 1 - Design Only)

Application

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

Certification Statements

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

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
 Yes No N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes No N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
 Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

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

Sponsor's Certification


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

Executed on this day of August 15, 2022

Name of Sponsor: City of Marshall

Name of Sponsor's Authorized Official: Robert J Byrnes

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: 
[Robert J Byrnes \(Aug 15, 2022 09:19 CDT\)](#)

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

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Marshall

Airport: Southwest Minnesota Regional Airport (MML)

Project Number: 3-27-0056-019-2022

Description of Work: Construct/Rehabilitate/Modify/Expand Snow Removal Equipment Building (Phase 1 - Design Only)

Application

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

Certification Statements

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

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
 Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
 a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
 b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
 Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
 Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
 Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
 a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
 b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
 Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR §200.323).
 Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR §200.302).
 Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
 Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
 Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification


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

Executed on this day of August 15, 2022

Name of Sponsor: City of Marshall

Name of Sponsor's Authorized Official: Robert J Byrnes

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: 
Robert J Byrnes (Aug 15, 2022 09:19 CDT)

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

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Marshall

Airport: Southwest Minnesota Regional Airport (MML)

Project Number: 3-27-0056-019-2022

Description of Work: Construct/Rehabilitate/Modify/Expand Snow Removal Equipment Building (Phase 1 - Design Only)

Application

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

Certification Statements

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

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

Yes No N/A

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

Yes No N/A

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

Yes No N/A

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

a. Abide by the terms of the statement; and

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

Yes No N/A

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

Yes No N/A

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

a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

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

Yes No N/A

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

Location 1

Name of Location: |

Address: |

Location 2 (if applicable)

Name of Location: |

Address: |

Location 3 (if applicable)

Name of Location: |

Address: |

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

Sponsor's Certification


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

Executed on this day of August 15, 2022

Name of Sponsor: City of Marshall

Name of Sponsor's Authorized Official: Robert J Byrnes

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: 
[Robert J Byrnes \(Aug 15, 2022 09:19 CDT\)](#)

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

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Marshall

Airport: Southwest Minnesota Regional Airport (MML)

Project Number: 3-27-0056-019-2022

Description of Work: Construct/Rehabilitate/Modify/Expand Snow Removal Equipment Building (Phase 1 - Design Only)

Application

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

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

Certification Statements

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

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

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- Yes No N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes No N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes No N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes No N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- Yes No N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- Yes No N/A

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

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

Yes No N/A

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

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

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

Yes No N/A

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

Sponsor's Certification

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

Executed on this day of August 15, 2022

Name of Sponsor: City of Marshall

Name of Sponsor's Authorized Official: Robert J Byrnes

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: 
Robert J Byrnes (Aug 15, 2022 09:19 CDT)

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

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Marshall

Airport: Southwest Minnesota Regional Airport (MML)

Project Number: 3-27-0056-019-2022

Description of Work: Construct/Rehabilitate/Modify/Expand Snow Removal Equipment Building (Phase 1 - Design Only)

Application

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

Certification Statements

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

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

Yes No N/A

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

Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
- Yes No N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
- Yes No N/A
5. The specification does not use or will not use “brand name” or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
- Yes No N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
- Yes No N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
- Yes No N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
- Yes No N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
- Yes No N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
- Yes No N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
- Yes No N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
- Yes No N/A

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

Yes No N/A

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

Yes No N/A

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

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

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

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

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

Executed on this day of August 15, 2022

Name of Sponsor: City of Marshall

Name of Sponsor's Authorized Official: Robert J Byrnes

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: 
Robert J Byrnes (Aug 15, 2022 09:19 CDT)

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

Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: City of Marshall

Airport: Southwest Minnesota Regional Airport (MML)

Project Number: 3-27-0056-019-2022

Description of Work: Construct/Rehabilitate/Modify/Expand Snow Removal Equipment Building (Phase 1 - Design Only)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

Certification Statements

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

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.
 Yes No N/A

2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.
 Yes No N/A

3. If property for airport development is or will be leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project;
 - b. The lessor is a public agency; and
 - c. The lease contains no provisions that prevent full compliance with the grant agreement.

Yes No N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

Yes No N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

Yes No N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:

- a. The right of flight;
- b. The right of ingress and egress to remove obstructions; and
- c. The right to restrict the establishment of future obstructions.

Yes No N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:

- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
- b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.

Yes No N/A

8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.

Yes No N/A

9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.

Yes No N/A

10. Effort was or will be made to acquire each property through the following negotiation procedures:

- a. No coercive action to induce agreement; and
- b. Supporting documents for settlements included in the project files.

Yes No N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:
- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
 - b. Supporting documents for awards included in the project files.

Yes No N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

Yes No N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

Yes No N/A

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

Sponsor's Certification

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

Executed on this day of August 15, 2022

Name of Sponsor: City of Marshall

Name of Sponsor's Authorized Official: Robert J Byrnes

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: 
Robert J Byrnes (Aug 15, 2022 09:19 CDT)

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



PUBLIC WORKS DIVISION
344 WEST MAIN STREET
MARSHALL, MN 56258-1313
PHONE: 507-537-6773
FAX: 507-537-6830

April 27, 2022

Luke Bourassa
South Region Engineer
MnDOT Office of Aeronautics
395 John Ireland Boulevard
St. Paul, MN 55155-1800

Re: Request for Grant Agreements
Southwest Minnesota Regional Airport – Marshall (MML)
Snow Removal Equipment Building and Site Design Project

Dear Mr. Bourassa:

The City of Marshall hereby requests Grant Agreements for federal and state funding for the Snow Removal Equipment Building and Site Design Project at the Southwest Minnesota Regional Airport.

Total project cost is \$297,000.00 as shown on the attached Project Cost Breakdown, and as described below. Federal Airport Improvement Program (AIP) funding for fiscal year 2022 is requested in the amount of \$135,598.50 for 90% of the federally eligible work. State funding is requested in the amount of \$109,967.75 for a 70% state funding share on federally ineligible portions of the facility, and a 5% match on the federally eligible work. The remainder will be funded with local funds in the amount of \$51,433.75.

The City of Marshall authorized a Professional Services Agreement with TKDA on October 12, 2021 for the Project Formulation and Pre-Design Study in the amount of \$35,000.00. The Marshall City Council will authorize a Professional Services Agreement with TKDA for Final Building Design and Site Design services associated with the Project in the amount of \$255,000.00, contingent on receipt of federal funding. The total project engineering costs for Project Formulation, Pre-Design Study, Final Building Design and Site Design will be in the amount of \$290,000.00. The City is obtaining an Independent Fee Estimate (IFE) for the design phase Authorization. A price and cost analysis by city staff also found the fees to be fair and reasonable.

The City of Marshall has included \$7,000 for administration expenses as part of this request. Administrative expenses include independent fee estimate services.

Thank you for your consideration. If you have any questions concerning this request, please contact my office at (507) 537-6773.

Respectfully,

Jason R. Anderson, Digitally signed by Jason R. Anderson, P.E.
Date: 2022.04.27 13:53:15 -05'00'
P.E.

Jason Anderson, PE
Director of Public Works / City Engineer

c: Ben Garrow – FAA
John Peterson – TKDA

**PROJECT COST BREAKDOWN
SRE BUILDING AND SITE DESIGN
SOUTHWEST MINNESOTA REGIONAL AIRPORT - MARSHALL (MML)
FEDERAL FISCAL YEAR 2022 GRANT REQUEST**

ID	UNIT OF WORK	COSTS			FUNDING			
		TOTAL COST	AIP ELIGIBLE PERCENTAGE*	AIP ELIGIBLE COST	FAA	STATE AIP MATCH	STATE	SPONSOR
					90.0%	5.0%	70.0%	Varies
1	ADMINISTRATIVE							
	Independent Fee Estimate	\$ 5,000.00	100.00%	\$ 5,000.00	\$ 4,500.00	\$ 250.00	\$ -	\$ 250.00
	City Administration	\$ 2,000.00	100.00%	\$ 2,000.00	\$ 1,800.00	\$ 100.00	\$ -	\$ 100.00
	Subtotal Administrative	\$ 7,000.00	100.00%	\$ 7,000.00	\$ 6,300.00	\$ 350.00	\$ -	\$ 350.00
2	ENGINEERING/ARCHITECTURE							
	Pre-Design Study/Project Formulation	\$ 35,000.00	44.30%	\$ 15,505.00	\$ 13,954.50	\$ 775.25	\$ 13,646.50	\$ 6,623.75
	Final Building Design	\$ 210,000.00	39.60%	\$ 83,160.00	\$ 74,844.00	\$ 4,158.00	\$ 88,788.00	\$ 42,210.00
	Site Design	\$ 45,000.00	100.00%	\$ 45,000.00	\$ 40,500.00	\$ 2,250.00	\$ -	\$ 2,250.00
	Subtotal Engineering/Architecture	\$ 290,000.00	49.54%	\$ 143,665.00	\$ 129,298.50	\$ 7,183.25	\$ 102,434.50	\$ 51,083.75
	TOTAL COST	\$ 297,000.00	50.73%	\$ 150,665.00	\$ 135,598.50	\$ 7,533.25	\$ 102,434.50	\$ 51,433.75
				Project Funding Shares	45.7%	2.5%	34.5%	17.3%
				<i>Available FAA Entitlement Balance**</i>	\$ 600,000.00			

*FAA funding eligibility subject to change

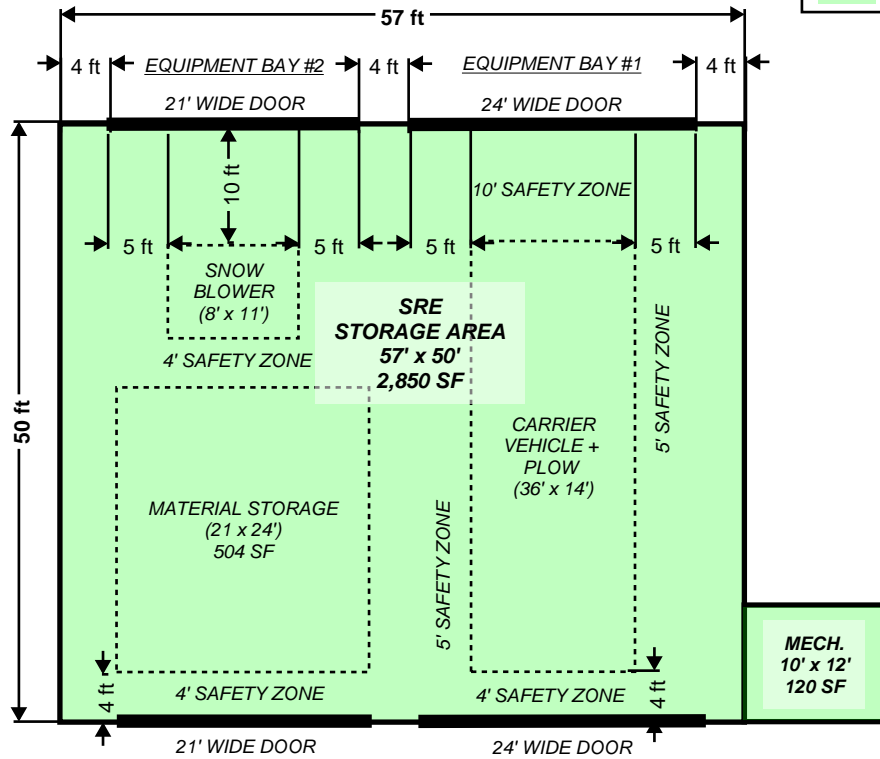
SNOW REMOVAL EQUIPMENT BUILDING AIP ELIGIBILITY INFORMATION

SOUTHWEST MINNESOTA REGIONAL AIRPORT
MARSHALL, MINNESOTA

FEDERAL FUNDING ELIGIBILITY SKETCH (2,970 SF AIP ELIGIBLE)

LEGEND

AIP ELIGIBLE SPACE



NOTES: 1) 4 FEET OF SPACE REQUIRED BETWEEN GARAGE DOORS AND EDGE OF BUILDING FOR STRUCTURAL PURPOSES.
2) MECH. = MECHANICAL

BACKGROUND INFORMATION

EQUIPMENT LIST:

1. 16' PLOW ATTACHMENT (2011 | AIP FUNDED)
2. 30' CARRIER VEHICLE (TO BE PROGRAMMED ON CIP FOR AIP FUNDING)
3. 8' BLOWER ATTACHMENT (PROGRAMMED ON CIP FOR AIP FUNDING IN 2024)

SIZING CALCULATIONS

EQUIPMENT BAY #1 DOOR WIDTH = 24' (16' PLOW @ 30-DEGREES = 14' + 5' SAFETY ZONE EACH SIDE)
EQUIPMENT BAY #1 DEPTH = 50' (10' SAFETY ZONE FRONT + 6' PLOW + 30' CARRIER VEHICLE + 4' SAFETY ZONE)

EQUIPMENT BAY #2 DOOR WIDTH = 21' DOOR (11' BLOWER + 5' SAFETY ZONE EACH SIDE)
EQUIPMENT BAY #2 DEPTH = 50' (10' SAFETY ZONE FRONT + 8' BLOWER + 4' SAFETY ZONE + 23' MATERIAL STORAGE + 4' SAFETY ZONE)

MATERIAL STORAGE = 21' WIDTH (DOOR WIDTH) x 24' DEPTH = 504 SQUARE FEET

Southwest Minnesota Regional Airport
 SRE Building Financial Calculator
 Cost Reduction Option

	Total Cost	Building Eligibility (SF)				Eligibility Pro-Rate			FAA Grant Match			State Grant Match			Total Amounts		
		Total	FAA	State	Local	FAA	State	Local	FAA %	State %	Local %	FAA %	State %	Local %	FAA %	State %	Local %
Site Improvements	\$ 450,000					100.0%	0.0%	0.0%	90%	5%	5%	0%	70%	30%	\$ 405,000	\$ 22,500	\$ 22,500
SRE Building	\$ 2,371,875	7500	2970	4530	0	39.6%	60.4%	100.0%	90%	5%	5%	0%	70%	30%	\$ 845,336	\$ 1,049,792	\$ 476,747
TOTAL	\$ 2,821,875														\$ 1,250,336	\$ 1,072,292	\$ 499,247
															44.3%	38.0%	17.7%

Building Cost per SF	\$ 250
% Engineering	15%
% Contingency	10%

	Depth	Width	SF
Bay #1	80	26	2080
Bay #2	80	23	1840
Bay #3	80	19	1520
Structural Area	80	12	960
Mechanical	10	20	200
Restrooms	10	20	200
Meeting Room	35	20	700
Office	0	0	0
Total SRE Facility Program SF			7500
<i>SRE Storage/Related Space</i>			<i>6600</i>
<i>Other Building Space</i>			<i>900</i>

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. <input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414. <input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Local Land Use Regulation and Zoning Ordinance

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

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

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

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

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Project is located on Existing Airport Property.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Federal Domestic Assistance Catalog Number: 20-106	
2. Functional or Other Breakout:	FAA-AIP

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense	7000		7000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees	290000		290000
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)	297000		297000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)	297000		297000
19. Federal Share requested of Line 18	135598		135598
20. Grantee share	51434.25		51434
21. Other shares	109968		109968
22. TOTAL PROJECT (Lines 19, 20 & 21)	297000		297000

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	51434
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	51434
25. Other Shares	Amount
a. State	109968
b. Other	
c. TOTAL - Other Shares	161402
26. TOTAL NON-FEDERAL FINANCING	161402

SECTION E – REMARKS (Attach sheets if additional space is required)
<p>A current Exhibit A (airport property inventory map) is on file with the ADO (Airport Layout Plan).</p>

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Snow Removal Equipment Building and Site Design

AIRPORT: Southwest Minnesota Regional Airport - Marshall/Ryan Field (MML)

1. Objective:

This project will construct a Snow Removal Equipment (SRE) Building at the Southwest Minnesota Regional Airport. The SRE Storage and Maintenance Facility will accommodate current airport snow removal equipment, mowing equipment, maintenance vehicles, and sand/salt storage. Also included will be airport maintenance staff office/break room, restrooms, and utilities space.

2. Benefits Anticipated:

There is a need for a new Snow Removal Equipment (SRE) Building at the Southwest Minnesota Regional Airport. The existing 3,600 SF building is inadequate to store all the current fleet of snow removal and maintenance equipment the airport owns. The airport also stores excess equipment within T-hangar units, but would like to store all equipment in one location, and free up T-hangar space that can be rented for aircraft storage. The existing SRE building is past its useful life, and in need of major rehabilitation or replacement.

3. Approach: (See approved Scope of Work in Final Application)

This project consists of the preparing project plans & specifications to construct the SRE Building. Design will include removals, grading, paving, lighting and drainage improvements required for the construction phase.

4. Geographic Location:

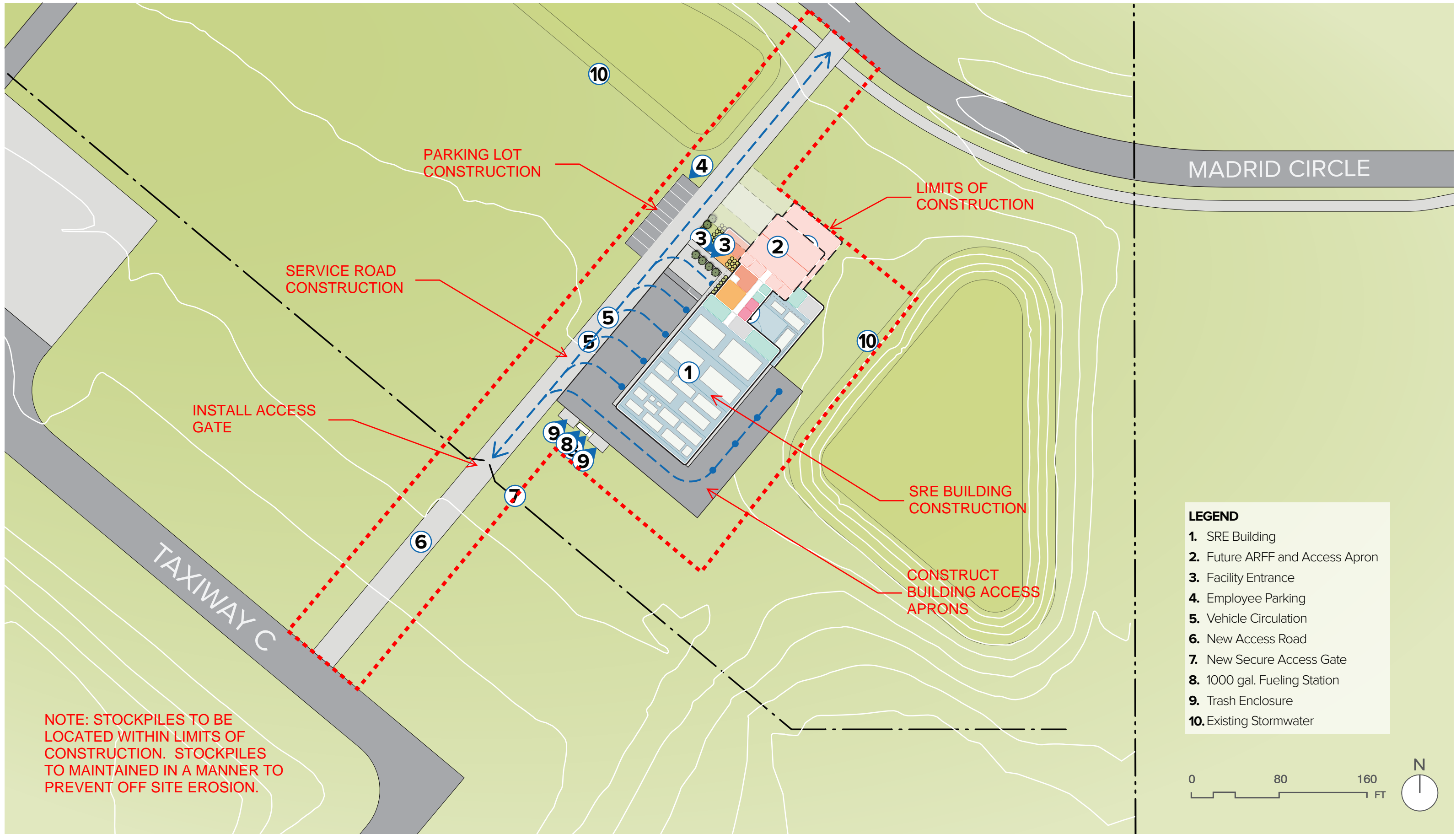
44 d 27' 06.20"N
95 d 49' 27.9"W
Southwest Minnesota Regional Airport, Marshall, MN

5. If Applicable, Provide Additional Information:

N/A

6. Sponsor's Representative: (include address & telephone number)

Jason Anderson, Director of Public Works/City Engineer; Phone: (507-3537-6773); email:
Jason.Anderson@ci.marshall.mn.us
344 West Main Street, Marshall, MN 56258





444 Cedar Street, Suite 1500
 Saint Paul, MN 55101
 651.292.4400
 tkda.com



September 24, 2021

Submitted via email: Jason.Anderson@ci.marshall.mn.us

Jason Anderson
 City Engineer / Director of Public Works
 City of Marshall
 344 West Main Street
 Marshall, MN 56258

Re: Proposal for Architectural and Engineering Predesign Study
 Snow Removal Equipment (SRE) and Aircraft Rescue and Fire Fighting (ARFF) Facility
 Southwest Minnesota Regional Airport - Marshall

Dear Mr. Anderson:

In response to your Request for Proposal, we are pleased to submit this Proposal to provide Architectural, Engineering and Planning Services in connection with the proposed SRE and ARFF Facility Project at the Southwest Minnesota Regional Airport in Marshall, MN, hereinafter called the Project. Our services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in the Professional Services Agreement dated March 10, 2020.

I. PROJECT DESCRIPTION

OVERVIEW

TKDA met with Jason Anderson to discuss the Project. Description of the understood predesign scope is as follows:

The planned Snow Removal Equipment (SRE) and Aircraft Rescue Fire Fighting (ARFF) Facility at the Southwest Minnesota Regional Airport – Marshall is based on conceptual planning included in the Airport Master Plan, which was approved by the City in June 2020. The location of the planned facility is shown on the attached East Building Area Plan from the Airport Layout Plan. The 2020 Airport Master Plan, and corresponding Airport Layout Plan dated June 2020 have been accepted and approved by the FAA for establishing a guiding document for the 20-plus year development of the airport. The SRE/ARFF Facility is to be constructed in phases over the planning period, as the need for various uses develop. The first phase will be for construction of an SRE Storage and Maintenance Facility. The overall site shall be developed for future expansion to include an ARFF and Firefighting Facility that will jointly serve both airfield firefighting and rescue, and municipal firefighting capabilities.

The SRE Storage and Maintenance Facility will accommodate current airport snow removal equipment, mowing equipment, maintenance vehicles, and sand/salt storage. Also included will be airport maintenance staff offices, break room, and restrooms. The SRE Facility will be designed such that it can be expanded for the future firefighting facilities, and utilize common elements such as break rooms and restrooms. Future firefighting capabilities may include both airport rescue and firefighting, as well as city fire fighting capabilities. Desire for a City Fire Station to the west of the railroad tracks has been identified during previous planning studies as a city priority. Development of a joint ARFF/City Firefighting Facility would allow for shared resources, and utilization of existing city owned land on the airport.

Services to be provided by TKDA as part of this proposal include completing a Predesign Report for Capital projects, visual site survey, review of previous site preparation projects, budgetary construction cost estimate (of chosen alternative), funding plan, and NEPA Categorical Exclusion report. Additional design services for final construction documents and construction administration are not included in this Proposal.

DESIGN APPROACH

TKDA plans to utilize our full array of in-house design services and expertise to provide a comprehensive Predesign Report and deliver the requested information for the City in a timely fashion. In addition to our services, we may utilize the services of outside construction companies to assist in cost estimating.

Design goals are focused on meeting the project budget while creating a highly functional and robust facility that will serve the City well into the future. We will work to develop a site plan that accommodates the near term development, as well as the ultimate build out, while minimizing future rework.

During the predesign, our team will test and verify space configurations and work flows to maximize the planned facility layout for functionality and efficiency. Our focus will be to stretch the provided budget to gain as much of the desired facility as possible. We will work with city departments to verify programmatic elements and ensure requirements are met.

Architectural layouts and building systems (MEP) will be analyzed on a high level for cost, energy efficiency, life-cycle, and feasibility with site infrastructure. Predesign documents will include plans, renderings, and studies in both 2D and 3D format to move the design decision process forward. Programming spreadsheets will be generated, capturing space requirements that include function, finishes, square footages, and spatial relationship requirements. These documents and studies will be followed up with a budgetary cost estimate exercise to test compliance with the total project budget of \$1,580,000 for the Site Preparation, and SRE Storage Facility, as included in the airports 2020 Capital Improvement Program (CIP). During the predesign, the city will be asked to select a preferred design concept from the plan and study options generated prior to completing the predesign report. Specific tasks and deliverables are outlined in part II of this proposal.

An analysis of the preferred SRE Storage Facility layout will be performed to determine the extent of which project elements are eligible for FAA Airport Improvement Program (AIP) funding, and State of Minnesota Department of Transportation (MnDOT) Airport Development funding sources. FAA eligibility will be determined utilizing current FAA Advisory Circulars (AC's), and the AIP Handbook. Total shares for Federal, State, and Local funding will be presented to the City for their consideration. Upon acceptance of overall funding levels, TKDA will assist the City in updating the airport Capital Improvement Program (CIP) to reflect the necessary funding.

Programming level estimates for the ultimate build out of the ARFF and Firefighting Facility will be developed for use by the City in seeking out alternative funding sources other than airport funding. The ARFF functions are not currently eligible for FAA funding as only airports with FAR Part 139 Certification, as required for commercial air service, qualify for federal assistance. At such time in the future that the airport receives a Part 139 Certificate, the ARFF Facility will become eligible for funding utilizing the airports AIP Entitlements. Funding for the municipal firefighting facility would not qualify for airport development funding. The study will seek to determine possible sources for future funding, other than local funding.

II. SERVICES AND DELIVERABLES TO BE PROVIDED BY TKDA

Based on TKDA's understanding of the Project, we propose to provide the following services:

- A. PROJECT MANAGEMENT
 - i. Track meeting notes for records
 - ii. Execute TKDA's internal Quality Control/Quality Assurance protocol for reports and studies
 - iii. Assemble predesign submittal
- B. MEETINGS (held via Microsoft Teams)
 - i. Kick-Off Meeting
 - ii. Design Review Meetings (2)
 - iii. Programming Workshop (one, 2-hr session)
 - iv. Agency Meeting w/FAA and MnDOT Representatives (one, 1-hr session)
 - v. Visual site survey

C. PREDESIGN REPORT

- i. Drawings
 - 1) Site Plan Analysis (2 options)
 - 2) Facility Program Relationship Diagrams
 - 3) Facility Plan Analysis (3 options)
 - 4) Three dimension renderings (2 exterior)
- ii. Narrative
 - 1) Project statement and summary
 - 2) Building program summary and room data information
 - 3) Precedent study of similar facilities
 - 4) Technology and sustainability plan/features
 - 5) Summary of State and Federal requirements
 - 6) Project schedule for design and construction
- iii. Opinion of probable construction costs
- iv. Funding Plan
 - 1) Determine eligibility for FAA AIP funding and MnDOT Aeronautics Development Funding
 - 2) Explore non-aviation funding sources for ARFF/Firefighting Facility

D. NEPA Categorical Exclusion for site development and SRE/ARFF Facility

F. PROJECT ASSUMPTIONS AND EXCLUSIONS

- i. Upon completion of the Pre-design, the City will seek FAA funding for design of the SRE Facility in 2022. The SRE Facility will be designed to be publicly bid for construction in 2023.
- ii. Expansion of the facility for ARFF and Firefighting will occur after 2023. No design efforts will be performed as part of the SRE Facility design in 2022, other than site preparation.
- iii. Any printing of materials outside of standard pre-design documents requested by the City will be invoiced as a reimbursable expense.

III. ADDITIONAL SERVICES

If authorized in writing by the City, TKDA will furnish or obtain Additional Services of the types listed below which are not considered as basic services under this Proposal. Additional Services shall be billable on an Hourly Rate basis per our Master Contract, and such billings shall be over and above any maximum amounts set forth herein.

- A. Changes in scope or design deviations, phases of design beyond pre-design
- B. Site visits above those listed in Section II.
- C. Meetings and/or review efforts outside of those listed in Section II.
- D. Site Topographic Survey
- E. Geotechnical Evaluations

IV. CLIENT RESPONSIBILITIES

These responsibilities shall be as set forth in Article 9 of the Professional Services Agreement and as further described or clarified below:

- A. Designate one individual to act as a representative with respect to the work to be performed; such person shall have complete authority to transmit instructions, receive information, interpret and define policies, and make decisions with respect to critical elements pertinent to the Project.

- B. Provide TKDA with access to the sites and appropriate photographs of existing conditions as required to perform services listed herein.
- C. Provide timely direction regarding any specific equipment and/or material requirements.
- D. Provide reviews of materials furnished by TKDA in a reasonable and prompt manner so the Project schedule can be maintained.

V. PERIOD OF SERVICE

We expect to start services promptly upon receipt of a written Notice to Proceed. TKDA will complete the services herein in approximately six weeks. Final schedule to be discussed and agreed upon during project kick-off meeting.

VI. COMPENSATION

Compensation to TKDA for services provided as in Section II shall be in a Lump Sum amount as listed below:

PREDESIGN STUDY	\$33,600
PROJECT SPECIFIC SERVICES	\$ 900
<u>REIMBURSABLES:</u>	<u>\$ 500</u>
TOTAL	\$35,000

The level of effort required to accomplish SECTION II services can be affected by factors beyond our control. Therefore, if it appears at any time charges for services rendered under SECTION II will exceed the above, TKDA agrees we will not perform services or incur costs resulting in billings in excess of such amount until we have been advised by you additional funds are available and our work can proceed.

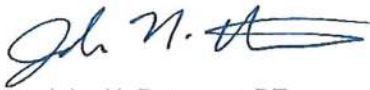
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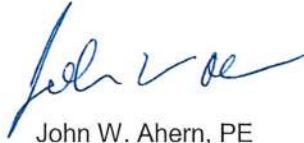
VII. CONTRACTUAL INTENT

We thank you for the opportunity to submit this Proposal. We agree that this letter and attachments constitute a contract between us upon its signature by an authorized official of the City of Marshall, and the return of a signed original to us. This Proposal will be open for acceptance for 90 days, unless the provisions herein are changed by us in writing prior to that time. Please contact John Peterson directly at 651.442-1898 or john.peterson@tkda.com if you should have any questions. We appreciate the opportunity to continue to serve you on this project.

Sincerely,



John N. Peterson, PE
Project Manager

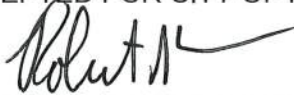


John W. Ahern, PE
Vice President, Aviation

c: DJ Heinle – TKDA

ATTACHMENT: SOUTHWEST MINNESOTA REGIONAL AIRPORT EAST BUILDING AREA PLAN

ACCEPTED FOR CITY OF MARSHALL, MINNESOTA

By: 
(signature)

 
Printed Name/Title Date

CLIENT'S DESIGNATED REPRESENTATIVE:

Name/Title Phone Email



April 29, 2022

submitted via email to: jason.anderson@ci.marshall.mn.us

Mr. Jason Anderson, PE
Director of Public Works/City Engineer
City of Marshall, Minnesota
344 West Main Street
Marshall, MN 56258

Re: Marshall SRE Facility Design at Southwest Minnesota Regional Airport
SP No.A4201-105 | FAA AIP No.3-27-0056-019-2022 | TKDA Project No.18338.000

Dear Mr. Anderson:

In response to your request, we propose to provide Architectural and/or Engineering Services in connection with the SRE Facility Design at the Southwest Minnesota Regional Airport in Marshall, Minnesota, hereinafter called the Project. Pursuant to our Professional Services Agreement dated March 26, 2020, the terms and conditions of which are incorporated herein by reference (the "Agreement"), you are hereby authorized to proceed with the Professional Services described as follows:

MARSHALL SNOW REMOVAL EQUIPMENT [SRE] FACILITY DESIGN
AT SOUTHWEST MINNESOTA REGIONAL AIRPORT [MML]

I. PROJECT DESCRIPTION

The SRE Facility Design Project at MML consists of the following items to be accomplished under one future construction contract. The Project will be funded through Federal (FAA), State (MnDOT Aeronautics) and Local funding sources. This Project includes major items of work as follows:

- Confirmation of predesign program recommendations:
 - Up to 8,800 SF freestanding SRE building, with consideration for a future Air Rescue Fire Fighting (ARFF) facility addition.
 - Three (3) vehicle fleet bays (design of a 4th bay is included, but will be bid as an alternate)
 - Open office space
 - Combined conference and breakroom
 - Restrooms
 - Utility rooms
- Preparation of Plans and Specifications
- Mechanical Systems–TKDA will provide an analysis of heating systems during Schematic Design for review to aid in the selection of the final system to be designed in subsequent phases.

II. SERVICES TO BE PROVIDED BY TKDA

TKDA is requested to provide the following architectural and engineering professional services:

A. PART A–PROGRAMMING & SCHEMATIC DESIGN

1. Project Management
TKDA will lead the design process and manage the design team in a way that guides the owner and other stakeholders to an agreed upon solution.
2. Internal Design Meetings
These meetings will be set on a recurring basis for the coordination of the design team and any outside consultants or entities whose work or disciplines may impact the project.
3. Client Meetings (6) via MS Teams
Client Meetings will be scheduled at regular intervals throughout schematic design process. Meetings will be opportunities for the team to receive feedback and make any corrections based on client input.
4. Topographic Survey and Geotechnical Site Analysis
TKDA will visit the site to provide the team and owner with a topographic survey of the site.
5. Site Visit
Members of the design team will make one (1) site visit for visual documentation of the existing conditions

within and around the project area.

6. Permit Review

Review of any required submittals for Authority Having Jurisdiction (AHJ). TKDA will schedule meetings with local code officials, fire marshal, plan reviewers, City administrators, & other necessary parties.

7. Validate Program/Concept Layouts

TKDA will further refine concept layouts from the preferred option generated during the previous Pre-Design Study to arrive at a Schematic Design level floor plan agreed upon by all parties.

8. Schematic Design Model/Documents

Schematic Design deliverables shall be:

- a. One (1) floor plan, reflected ceiling plan and roof plan
- b. Four (4) building elevations
- c. Two (2) building sections

9. Preliminary Code Analysis

Code Analysis will be performed to determine egress compliance, exit locations, construction type, setbacks, preliminary occupant loads and fixture counts.

10. Preliminary Engineering

Initial engineering efforts will encompass exploration of all client desired systems & evaluation for feasibility.

11. Coordinate Work with Others

Work will be coordinated internally through our project process, design team meetings and as discussed in regularly scheduled Client meetings. Our team will be in communication throughout course of this effort.

12. QA/QC

TKDA uses team-wide strategic advisory meetings, detailed schedules, and project documentation. Each discipline will employ robust quality assurance measures including, but not limited to, selection of an Architect or Engineer not assigned to the project in order to get objective reviews at each phase to identify any potential building system conflicts.

13. Issue Schematic Design Package (30% Design)

14. Schematic Design Review Meeting (MS Teams)

B. PART B—FINAL DESIGN & CONSTRUCTION DOCUMENTS

1. Project Management

TKDA will lead the design process and manage the design team in a way that guides the owner and other stakeholders to an agreed upon solution.

2. Internal Meetings

These meetings will be set on a recurring basis for the coordination of the design team and any outside consultants or entities whose work or disciplines may impact the project.

3. Client Meetings (6) MS Teams

Client Meetings will also be scheduled at regular intervals throughout the Design Development and Construction Document phases. These meetings will be opportunities for the team to receive feedback and make any corrections based on client input.

4. 60% Review Submittal

5. 95% Review Submittal

6. Final Code Analysis

Complete Code Analysis will be performed on an on-going basis as the project evolves to determine compliance with all current discipline specific, building and energy codes having jurisdiction.

7. Final Engineering

Final Engineering efforts will be the result of agreed upon strategies and will provide fully designed, detailed and reviewed systems, components and all equipment meeting owner and designer expectations.

8. Final Design & Construction Documents

Final Design deliverables shall include, but are not limited to:

- a. One (1) floor plan, reflected ceiling plan and roof plan
- b. Various enlarged plans as required
- c. Four (4) building elevations
- d. Two (2) building sections
- e. Wall sections
- f. Detail drawings as required

- g. Interior finish plans and elevations
- 9. Coordinate work with Others
- 10. Specifications
 TKDA discipline leads will be responsible for developing the required specifications to be delivered in a specification book format as part of the final signed document.
- 11. QA/QC
- 12. Prepare signed final document package for both permitting and bidding as required.
- C. PART C–CONSTRUCTION PHASE SERVICES None. Construction Phase Services will be provided under a separate contract
- D. PART D–CLOSEOUT PHASE SERVICES Closeout Phase Services, including the preparation and submittal of the FAA Grant Closeout Report for the design grant only.

III. ADDITIONAL SERVICES

If the need for Additional Services is determined, and the fee is agreeable and the City authorizes such services in writing, TKDA shall furnish or obtain from others services of the types listed below. These Additional Services shall be compensated for on an Hourly Rate basis as defined in our Agreement, a part hereof, and such compensation shall be over and above any maximum amounts set forth in this Authorization.

- A. Registered land or right-of-way surveys, legal descriptions, or related services.
- B. Preparation of DBE Program (beyond Contract-specific goals).
- C. Any trips by TKDA staff to Marshall, Minnesota in excess of those indicated in PART A or B.
- D. Environmental services including, but not limited to, wetland delineation and site remediation.
- E. Procurement of snow removal or other maintenance equipment.
- F. Design of ARFF Facility or other building additions.
- G. Foundation design in excess of standard spread concrete foundations. Design of deep foundations, pilings, or structural floor slab systems are not included & will be considered cause for additional scope and compensation.

IV. CLIENT RESPONSIBILITIES

These responsibilities shall be as set forth in the Agreement and as further described or clarified herein below:

- A. Provide TKDA with access to the Project site as required to perform services listed in SECTION II.
- B. Provide reviews of materials furnished by TKDA in a reasonable & prompt manner so the Project schedule can be maintained.
- C. Provide TKDA with access to information related to CITY-owned snow removal and maintenance equipment.

V. PERIOD OF SERVICE

SECTION II services shall be completed within 12 months from date of Authorization. Period of service is subject to change based on actual organization review timeframes, Project funding availability, & as directed by the City.

VI. COMPENSATION

Compensation to TKDA for services provided as described shall be as defined in SECTION II of our Consultant Services Contract, as shown on EXHIBIT A attached and summarized as follows:

Section II.A: Programming & Schematic Design (Lump Sum)	\$99,100.00
Section II.B: Final Design & Construction Documents (Lump Sum)	\$137,200.00
Section II.D: Project Closeout	\$5,200.00
<u>Total Lump Sum Labor Cost</u>	<u>\$237,500.00</u>
Estimated Expenses (Miscellaneous & Consultants)	\$13,500.00
Total Lump Sum Amount	\$255,000.00

The level of effort required to accomplish SECTION II services can be affected by factors which are beyond our control. Therefore, if it appears at any time charges for services rendered under SECTION II will exceed the above,

we agree we will not perform services or incur costs which will result in billings in excess of such amount until we have been advised by you additional funds are available and our work can proceed.

VII. CONTRACTUAL INTENT

We thank you for the opportunity to submit this Proposal. We agree this letter and its attachments constitute a contract between us upon a signed copy returned to us. This Proposal will be open for acceptance for 60 days, unless provisions herein are changed by us in writing prior to that time. Please feel free to contact Andrew Gardner, Project Manager directly at 651.726.7960 or andrew.gardner@tkda.com if you have any questions.

Sincerely,

Andrew Gardner, AIA, LEED AP, NCARB
Project Manager, Architect

DJ Heinle, AIA, CID, NCARB
Vice President, Architecture Division

Attachments: Project Schedule
Floor Plan (Predesign Report Appendix A–Operational Baseline)
EXHIBIT A-Project Fee Estimate

c: John Peterson, PE–TKDA
John Ahern, PE–TKDA

ACCEPTED FOR CITY OF MARSHALL, MINNESOTA

By: _____
(Signature) Printed Name/Title Date

CLIENT DESIGNATED REPRESENTATIVE:

Name/Title Phone Email

ADG:JNP:JWA:amc:ces
K:\g-m\Marshall\18338000\01_Management\01_Contracts\Marshall SRE-ARFF Design Scope Letter 042922.docx



EXHIBIT A
Project Fee Estimate

Client:		City of Marshall, MN-Snow Removal Equipment Building Design															Date:		4/27/2022	
Project:		Design & Construction Documents															Prepared By:		ADG	
Task	Task Description	Estimated Person Hours Required															Task Total Hours	Task Total Dollars	Phase Dollars	
		Architecture			Structural			Civil			Mechanical			Electrical		LA				Support
		PM	RA	D1	Sr Eng II	Grad Eng	D1	Sr Eng II	Reg Eng	Survey	Reg Eng	Specialist	D1	Reg Eng	D3	RLA				Admin
Programming & Schematic Design																				
1	Project Management	8	40															48	\$ 6,407	
2	Internal Meetings	6	6	6		4	4		4			4		4			4	2	44	\$ 5,634
3	Client Meetings (6) MS Teams	6	6			6			6			6		6					36	\$ 5,258
4	Topographic Survey									30									30	\$ 2,235
5	Site Visit		6						6										12	\$ 1,412
6	Gather Documentation		12	12					6										30	\$ 3,220
7	Validate Program/Concept Layouts	4	16						8			4		4					36	\$ 4,809
8	Schematic Design Model/Documents	4	48	100		6	40		24		16	40		40	16				334	\$ 35,979
9	Preliminary Code Analysis		12	6		6			10		6			6					46	\$ 5,532
10	Preliminary Engineering		12	12		24			10		24	16		20					118	\$ 14,303
11	Coordinate Work with Others		10	8		6			6		6			4	4				44	\$ 5,214
12	QA/QC	4	4	6	4			2	4		4			2					30	\$ 4,413
13	Issue Schematic Design Package		2	2		2	2		2		2	2		2	2		8		26	\$ 2,798
14	Review Meeting (MS Teams)	2	2	2		2	2		2		2			2					16	\$ 1,976
	SUBTOTAL HOURS	34	176	154	4	56	48	2	88	30	4	70	58	12	78	26	10	850	TKDA	\$ 99,190
	Phase - Hours per Discipline			364			108			120			132		90	26	10			
	SUBTOTAL FEES	\$ 6,269	\$ 21,703	\$ 13,701	\$ 631	\$ 5,551	\$ 3,830	\$ 414	\$ 9,865	\$ 2,235	\$ 768	\$ 11,479	\$ 5,771	\$ 2,320	\$ 10,640	\$ 3,068	\$ 944		Subtotal	\$ 99,189
	Phase - Fee per Discipline			\$ 41,673			\$ 10,012			\$ 12,514			\$ 18,018		\$ 12,960	\$ 3,068	\$ 944			
Final Design & Construction Documents																				
1	Project Management		40																40	\$ 4,932
2	Internal Meetings	10	10	10		4	4		4			4		4	4				54	\$ 6,804
3	Client Meetings (6) MS Teams	6	6			6			6		6			6					36	\$ 4,916
4	60% Review Submittal		24	48			2		2		2			4	4	4			92	\$ 9,536
5	95% Review Submittal		24	48			2		2		2			4	4	4			92	\$ 9,536
6	Final Code Analysis		12	6		4			10		4								36	\$ 4,187
7	Final Engineering		10	24		48			20		36	24	20	40					222	\$ 27,984
8	Final Design & Construction Documents	10	40	70		24	70		34		24	70		48	24				414	\$ 45,060
9	Coordinate work with Others		10			4			6		4	12		6					42	\$ 4,971
10	Specifications		12			6			10		6				6	32			72	\$ 7,908
11	QA/QC	4	6		6			4	6		6	4	2	6					46	\$ 6,897
12	Prepare Final Signed Document Package		10	8		2	2		4		2	4		2	6				40	\$ 4,458
13																			-	\$ -
	SUBTOTAL HOURS	30	204	214	6	98	80	4	104	-	6	92	118	22	114	54	40	1,186	TKDA	\$ 137,189
	Phase - Hours per Discipline			448			184			108			216		136	54	40			
	SUBTOTAL FEES	\$ 5,531	\$ 25,155	\$ 19,040	\$ 947	\$ 9,714	\$ 6,384	\$ 827	\$ 11,658	\$ -	\$ 1,152	\$ 15,087	\$ 11,741	\$ 4,254	\$ 15,551	\$ 6,372	\$ 3,776		Subtotal	\$ 137,189
	Phase - Fee per Discipline			\$ 49,726			\$ 17,045			\$ 12,485			\$ 27,980		\$ 19,805	\$ 6,372	\$ 3,776			



Project Fee Estimate

Client:		City of Marshall, MN-Snow Removal Equipment Building Design															Date:		4/27/2022	
Project:		Design & Construction Documents															Prepared By:		ADG	
Task	Task Description	Estimated Person Hours Required															Task Total Hours	Task Total Dollars	Phase Dollars	
		Architecture			Structural			Civil			Mechanical			Electrical		LA				Support
		PM	RA	D1	Sr Eng II	Grad Eng	D1	Sr Eng II	Reg Eng	Survey	Reg Eng	Specialist	D1	Reg Eng	D3	RLA				Admin
	Project Close-Out																			
1	Project Management	16																16	\$ 2,950	
5	Project Close-Out	12																12	\$ 2,213	
	SUBTOTAL HOURS	28	-	-	-	-	-	-	-	-	-	-	-	-	-	-	28	TKDA	\$ 5,163	
	Phase - Hours per Discipline			28																
	SUBTOTAL FEES	\$ 5,163	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Subtotal	\$ 5,163	
	Phase - Fee per Discipline			\$ 5,163																
Hours by Discipline		92	380	368	10	154	128	6	192	30	10	162	176	34	192	80	50	2,064		
Total Billable for Charged Time		\$ 16,963	\$ 46,858	\$ 32,741	\$ 1,578	\$ 15,265	\$ 10,214	\$ 1,241	\$ 21,523	\$ 2,235	\$ 1,920	\$ 26,566	\$ 17,512	\$ 6,574	\$ 26,191	\$ 9,440	\$ 4,720		\$ 241,541	\$ 241,542
Fees by Discipline				\$ 96,562			\$ 27,057			\$ 24,999			\$ 45,998		\$ 32,765	\$ 9,440	\$ 4,720		\$ 241,541	
Total Labor (Rounded)																			\$ 241,500	
Expenses:																				
Travel & Subsistence (TS)																			\$ 1,100	
Miscellaneous (MI)																			\$ 150	
Reproduction & Reprographics (RR)																			\$ 1,250	
Subconsultant - Geotechnical Services																			\$ 10,000	
Subconsultant Mark-up																			10%	\$ 1,000
Total Estimated Expenses																			\$ 13,500	
Total Project Fees																			\$ 255,000	

**Snow Removal Equipment [SRE] Facility Design
Southwest Minnesota Regional Airport
City of Marshall, Minnesota**

Proposed Project Schedule

<u>ID</u>	<u>Phase/Task</u>	<u>Start Date</u>	<u>End Date</u>
1.0	Design	08.02.22	02.01.23
1.1	Schematic Design (30%)	08.02.22	09.09.22
1.2	Project Review w/ Estimate	09.12.22	09.16.22
1.3	Design Development (60%)	09.19.22	10.28.22
1.4	Project Review w/ Estimate	10.31.22	11.04.22
1.5	Construction Documents (90%)	11.07.22	12.23.22
1.6	Project Review w/ Estimate	12.26.22	01.06.23
1.7	Issue for Bid Documents	01.09.23	01.27.23
	Issue for Bid Documents		02.01.23
2.0	Bidding & Negotiation	02.01.23	03.31.23
2.1	Bid Posting & Advertise	02.01.23	02.09.23
2.2	Pre-Bid Meeting		02.10.23
2.3	Questions & Addendum	02.13.23	03.03.22
2.4	Bidding & Bid Opening	03.06.23	03.10.23
2.5	Negotiation	03.13.23	03.30.23
	Construction Award		03.31.23
3.0	Construction	04.03.23	05.17.24
3.1	Mobilization	04.03.23	04.21.23
3.2	Pre-Construction Meeting		04.17.23
3.3	Construction	04.21.23	04.26.24
3.4	Punchlist		04.29.24
3.5	Substantial Completion		05.10.24
3.6	Final Cleaning	05.13.24	05.17.24
	Occupancy		05.20.24

ADG:amc

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PROJECT SCHEDULE

**SRE BUILDING AND SITE DESIGN PROJECT
SOUTHWEST MINNESOTA REGIONAL AIRPORT
FAA AIP No. 3-27-0056-019-2022
State Project No. A4201-105
TKDA Project No. 18338.000**

Blue Text Represents Fixed Deadline Dates

Red Text Represents Date Completed

Dates Are Subject to Change Upon Request of Sponsor, Agencies, or to Match Specific Meeting Dates

No.	ITEM	FAA (Due)	Sponsor (Sent or Will Send)	Comments
1	Selection of Sponsor's Engineer		3/10/2020	
2	Submission of Environmental Documentation	10/1/2021	4/12/2022	CATEX Approved 4/12/2022
3	Provide Airspace (For new structures only)	12/15/2021	NA	Submit prior to construction
4	Verify Project is on ALP	12/15/2021	9/21/2020	
5	Provide Grant Initiation Request to ADO	12/1/2021	11/19/2021	
6	Provide Final Notice of Intent to Use Funds	2/15/2022	11/19/2021	
7	Submit Transfer Agreements to ADO	5/15/2022	NA	
8	Professional Services Agreement		4/26/2022	
9	Submit Preliminary Grant Application to FAA (TKDA)		4/11/2022	
10	Submit Final Grant Application to MnDOT/FAA (TKDA)	4/11/2022	4/29/2022	
11	Acceptance of Grant Offer (City Council)	9/1/2022	6/28/2022	Contingent on receipt of grant by 6/16/2022
12	Begin Design		8/2/2022	
13	90% Complete Plans and Specifications for FAA Review (TKDA)		12/23/2022	
14	Complete Plans and Specifications (TKDA)		2/1/2023	
15	Project Closeout		5/1/2023	

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MARSHALL, CITY OF (INC) Active Registration

Unique Entity ID:
Item 13. H2D5XV9

Purpose of Registration:
All Awards

Expiration Date
Dec 27, 2022

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CAGE/NCAGE:
4WJ57

Physical Address:
344 W MAIN ST
MARSHALL , MN 56258-1313 USA



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**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, September 13, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	HVAC License Ordinance – Chapter 22, Article 22-VII Mechanical and HVAC Construction, Sec. 22-211 Mechanical License – Introduction of Ordinance.
Background Information:	<p>State Building Code requires a building permit for practically all Heating, Ventilation, and Air Conditioning (HVAC) work with few exceptions. This includes all furnaces and A/C replacements, the most common type of HVAC work. However, unlike residential and plumbing contractors, HVAC contractors do not need a State license – only bond is required, which means that the State doesn’t have any way of dealing with non-compliances. Consequently, staff has no recourse in cases when HVAC contractors do not apply for building permits or do not call for inspections, which is common.</p> <p>To rectify the situation, staff suggested implementing a local registration process for HVAC contractors. Only locally registered contractors will be permitted to work in the City, which may give local contractors an edge regarding their work in town. Some time ago, the City of Marshall had a local plumbing license provision, but it was repealed in 2011 to offset the cost of adding fees for plumbing permits because plumbing permits were free prior to the repeal. Several cities in the State of Minnesota have local registration/license process for HVAC contractors and they like it.</p> <p>At its August 23, 2022 meeting, Legislative & Ordinance Committee approved proposed HVAC license ordinance and recommended moving it forward to the full council. Proposed Ordinance has a two-year cycle and suggested fee is \$50, just to cover expenses. At its August 29, 2022 meeting, Ways and Means committee approved proposed fees.</p> <p>Attached is a proposed informational letter to be sent to mechanical contractors and a list of all HVAC contractors who have ever applied for a permit in Marshall.</p>
Fiscal Impact:	License fees will be collected to cover administrative expenses.
Alternative/ Variations:	None.
Recommendation:	that the Council introduces the Ordinance to establish a local HVAC license (Chapter 22, Article 22-VII Mechanical and HVAC Construction, Sec. 22-211 Mechanical License).

ORDINANCE NO. 22-_____

AN ORDINANCE ESTABLISHING
MARSHALL CITY CODE OF ORDINANCES – CHAPTER 22
RELATING TO HVAC MECHANICAL LICENSE

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

Section 1: City Code of Ordinances, Chapter 22-Businesses, Article 22-VII Mechanical and HVAC Construction, Section 22-211 Mechanical license is hereby established.

Chapter 22 Businesses

Article 22-VII Mechanical and HVAC Construction

Section 22-211 Mechanical license

- (a) *Definitions:* Mechanical contracting includes installation and service of heating, ventilation, and air conditioning work including associated ducting, piping, and equipment, such as furnaces and fireplaces. This work is generally regulated by the State Mechanical and Fuel Gas Code.
- (1) For the purpose of this Section, stand-alone (not duct connected) electric heaters, air conditioners, and combination units; bathroom and wall exhaust/supply fans; and low voltage HVAC control equipment are excluded from the mechanical contracting.
- (b) *License required:* It is unlawful for any person to engage in the work or business of Mechanical contracting without a mechanical business license from the City of Marshall.
- (c) *License term:* The term of the license shall be two calendar years.
- (d) *License fee:* The City Council may, by resolution, establish a fee for this license.
- (e) *Bond required:* Proof of mechanical bond with the State of Minnesota shall be required before a license is granted to any person or business.
- (f) *Suspension or revocation:* The City Council may, after giving a 10-day notice and a hearing, suspend or revoke a license for providing false information on the application or conducting a business of mechanical contracting in violation of any State or local laws, including violation of the State Building Code.
- (g) *Penalty:* Violation of this Article, including working without mechanical business license, shall be a misdemeanor under the State law.

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

Passed and adopted by the Common Council this 27th day of September, 2022.

THE COMMON COUNCIL

ATTEST:

Mayor of the City of Marshall, MN

City Clerk

Ordinance Introduced on: September 13, 2022

Final Passage on: September 27, 2022

Ordinance Published in the Marshall Independent: _____

	Company	Type mech	Address	City	Contact Name	Phone #
▶	CARLSON & STEWART REFRIGERATION, IN	MECO	700 HURON ROAD	MARSHALL	CHRIS SAVAGE	(507) 532-2576
⊘	Cottonwood Co op Oil Company	MECO,PLBM	PO Box 318	COTTONWOOD	Neil Kroger	(507) 423-6251
⊘	ELITE MECHANICAL SYSTEMS	MECO	PO BOX 305	WINDOM	BRIDGET HODKIN	(507) 830-0874
⊘	HARTS HEATING & REFRIGERATION	MECO	1105 CANOGA PARK STE 101	MARSHALL	KEVIN HART	(507) 532-7309
⊘	M & V CONTRANCTING	MECO	504 SUNRISE DR	TRACY	MICHAEL ANDREE	(507) 629-4049
⊘	MCDOWALL COMPANY	MECO	1431 PROSPER DRIVE	WAITE PARK	JAY MUMM	(320) 251-8640
⊘	Regnier Electric	MECO	100 S 10th St.	MARSHALL		(507) 532-9570
⊘	TRI-STATE MECHANICAL, INC.	MECO,PLUM	P.O. BOX 241	MARSHALL	MICHAEL J. ORTHAUS	(507) 532-2667
⊘	Werner Bros., Inc	MECO	801 Michigan Road	MARSHALL	Benjamin Schmid	(507) 532-3641
⊘	Woody's Plumbing and Repair Inc.	MECO,PLUM	131 5th Street PO Box 406	BALATON	Scott Wood	(507) 828-1482

	Company	Type plum,	Address	City	Contact Name	Phone #	C
▶	BISBEE PLUMBING & HEATING	PLUM,MECO	P.O. BOX 3	MARSHALL	SCOTT A. WILLIAMS	(507) 537-0596	
⊘	Coequyt Plumbing & Heating LLC	PLUM,MECO	306 N Madison St	MINNEOTA	Matthew Coequyt		
⊘	E.T. HEATING & COOLING	PLUM,MECO	103 EUCLID ST.	MILROY	EDWARD P THOOFT	(507) 336-2421	
⊘	FRANK'S ELECTRIC, PLUMBING & HEATIN	PLUM,MECO	210 W MCQUESTION PO BOX 162	GHENT	RONALD F SUSSNER	(507) 428-3299	
⊘	HEARTLAND MECHANICAL, INC.	PLUM,MECO	P.O. Box 518	MARSHALL	KENNETH E HOLM	(507) 532-6226	
⊘	RON'S PLUMBING & HEATING SERVICE	PLUM,MECO	108 W. FLYNN ST.	REDWOOD FALLS	RONALD R SEAMAN	(507) 637-2388	
⊘	SAHLSTROM'S HEATING, COOLING & REFR	PLUM,MECO	17585 ASPEN AVE.	TRACY	SAMUEL B. SAHLSTROM	(507) 629-3734	
⊘	TRIO PLUMBING & HEATING	PLUM,MECO	PO BOX 825	MARSHALL	KEVIN GOSSLAR	(507) 537-0622	
⊘	WERKMAN MECHANICAL, LLC	PLUM,MECO	2056 CO. RD. 7	ARCO	DEVLON A. WERKMAN	(507) 629-3639	



COMMUNITY PLANNING
344 WEST MAIN STREET
MARSHALL, MN 56258-1313
PHONE: 507-537-6773
FAX: 507-537-6830

Dear Mechanical Contractor:

The City of Marshall is instituting an HVAC license program starting in 2023. All Mechanical contractors who do installation and service of heating, ventilation, and air conditioning work including associated ducting, piping, and equipment, such as furnaces and fireplaces, as regulated by the State Mechanical and Fuel Gas Code, will need the City license to be able to work in town. Exceptions include stand-alone (not duct connected) electric heaters, air conditioners, and combination units; bathroom and wall exhaust/supply fans; and low voltage HVAC control equipment.

The term of the license will be two years starting January 1, 2023 and the fee will be \$50. The only requirement for getting a license is having a valid mechanical bond with the State of Minnesota. Application for this license will be available on-line and renewals will be done on-line as well. However, this license may be revoked for conducting a business of mechanical contracting in violation of any State or local laws, including working without required building permit or not calling for inspections.

Thank you,

Community Planning Department

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, September 13, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider annual agreements for renewal with Lutheran Social Services & Marshall Area Senior Citizens for 2023
Background Information:	<p>Lutheran Social Services (LSS) leases the kitchen area from the City at the Adult Community Center (107 S. 4th Street) to prepare food that is provided and/or delivered to Marshall area residents as part of their Meals on Wheels program. As of September 1st, LSS has served just shy of 9,000 meals out of the Center in 2022.</p> <p>Marshall Area Senior Citizens (MASC) requests renewal for the year January 1, 2023 through December 31, 2023.</p>
Fiscal Impact:	Lutheran Social Services (LSS) per meal rate paid to the City is 21 cents (per meal) during 2022 & 2023. MASC contributions to the City remain at \$550.00/monthly. (\$6,600.00 for fiscal year 2023).
Alternative/ Variations:	None recommended.
Recommendations:	Staff recommends approval of agreement renewals as presented.

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this **1st day of January, 2023** by and between the City of Marshall, Minnesota, (hereinafter referred to as City) and Lutheran Social Services, (hereinafter referred to as LSS).

WHEREAS, the City is the owner of the building located in the City of Marshall and referred to herein as the Adult Community Center;

WHEREAS, LSS is organized and exists for the purpose of providing meals for qualifying individuals;

WHEREAS, LSS agrees to lease and use a portion of the Adult Community Center for the purpose of installing equipment for the provision of meals and for the preparation and consumption of meals.

NOW THEREFORE, in consideration of the mutual obligations and agreements of the parties herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. City hereby leases to, and LSS hereby accepts, space within the Adult Community Center, as set forth in Paragraph 4 of this agreement for the following purposes:
 - a. The location and installation of food preparation and storage equipment for storage and preparation of food in the nutrition program.
 - b. Serving area and consumption area for the patrons of the nutrition program
 - c. Preparation area to provide meals to be delivered off site.
2. This lease shall run from **January 1 of 2023** and terminating on **December 31 of 2023**.
3. LSS will pay to the City as and for rental for said premises for the period from **January 1, 2023**, to **December 31, 2023**, the sum of **21** cents for every meal prepared on site and for any partial meal prepared on site of which sum shall include the cost to the City for utility services (gas, water, sewer, garbage, local phone service and electricity). Said amount shall be payable monthly on or before the first day of the month. The rental amount provided for in this paragraph may be adjusted upwards by the City upon sixty days notice to LSS such adjustments to be based on increases in the use of utility services.
4. LSS shall be allowed the use of the kitchen located at the Adult Community Center from the hours of 8:00 a.m. to 1:00 p.m. and shall be allowed the use of the dining room in the Adult Community Center from the hours of 9:00 a.m. to 12:30 p.m., Monday through Friday. Any other hours of use of the Adult Community Center by LSS shall require prior approval of the Adult Community Center. Adult Community Center maintains their right to utilize the kitchen and dining area or permit use to others during the above-mentioned timeframes with advance communication to both the user and LSS.
5. LSS will provide liability insurance for personal injury and property damage in at least the minimum amount of \$500,000. LSS shall list City as "additional insured" on said Policy and shall provide the City with proof of such coverage. LSS shall hold the City harmless from all liability for injury or damage to any persons or property arising out of LSS use of City's premises. LSS will insure all equipment belonging to them in amounts and under terms sufficient so as to hold the City harmless from any liability loss to said equipment. A complete inventory of equipment provided and used by LSS at the Adult Community Center will be provided to the City at the beginning of the contract period, and any changes thereto will be promptly reported in writing to the City. LSS shall provide any and all worker's compensation insurance required by law for the coverage of its employees, agents and servants. It is specifically understood by and between the parties that all times under this agreement and all employees, agents and servants of LSS who participate in the meals program or in any other way authorized by this agreement shall be deemed to be employees of LSS and not of the City of Marshall, for the purpose of determining worker's compensation liability.
6. LSS shall make its equipment available to the City for use by it or other such persons or organizations as it may designate upon reasonable notice and at such times and under such conditions as the parties may agree to and the circumstances may warrant.
7. LSS shall at all times be responsible for the maintenance, repair and replacement of equipment belonging to LSS or belonging to the City and used by LSS, in a safe and sanitary condition and shall be responsible for custodial activity associated with and resulting from their meals program. The entire used rental area that is used must be cleaned on a daily basis. The City shall be responsible for and provide all other

necessary and reasonable maintenance and custodial services in and around the Adult Community Center. Per agreement made on January 1, 1998 the following equipment is owned by the City of Marshall and is to be maintained and/or replaced as needed. City owned equipment includes the following: Hobart Dishwasher, McCall 2 section freezer 4045F, Convection oven, Stainless steel worktable, Hobart mixer A200, Hot food table E-303-25P6, Refrigerator COR155d, and Vulcan 6 burner oven

8. LSS may not assign any right, privilege or license conferred by this agreement; nor may it sublet or encumber any portion of the lease premises without first obtaining written consent of the City.
9. Notwithstanding any other provision hereof, the parties hereto may by mutual consent and in writing agree to modifications and additions hereto.
10. This agreement may be terminated prior to expiration of the term hereof as follows:
 - a. By Mutual written agreement of the Parties; or
 - b. By either Party (the Aggrieved Party), upon material breach of the agreement by the other party (the Breaching Party), which breach is not cured to the Aggrieved Party's reasonable satisfaction within sixty (60) days after the aggrieved Party provides the Breaching Party with written notice of the breach. In the event either Party gives written notice of breach, the Aggrieved Party alleging the breach may be required by the Breaching Party to specify in writing the exact nature of the alleged breach, specific incidents that support the claim of the alleged breach, and the specific actions that the Aggrieved party alleging the breach deems reasonable and appropriate to cure the alleged breach or:
 - c. By providing a minimum written notice of at least 180 days prior to the effective date of termination.
11. Address for any notifications required by this agreement shall be as follows, unless and until written notice of a new address is given by one party to the other:

For City:
Adult Community Center Coordinator
SCC
107 South 4th Street
Marshall, MN 56258
(507) 537-6120

For LSS
LSS
Attn: Carrie Clemens
3101 South Frontage Road Suite 100
Moorhead, MN 56560
(218) 233-7521

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first written above.

CITY OF MARSHALL, MINNESOTA

By _____
Authorized Official City of Marshall

By _____
SCC Chairperson

LSS (Lutheran Social Services)

By: _____
Title:

AGREEMENT PROPOSAL

THIS AGREEMENT is made and entered into this **1st** day of **January, 2023** by and between the Marshall Area Senior Citizens, Inc., hereinafter referred to as the "Corporation" and the Adult Community Center Commission of the City of Marshall, State of Minnesota, a body politic, hereinafter referred to as "Commission" and

WHEREAS, the City of Marshall owns an Adult Community Center located at 107 South 4th Street, Marshall, Minnesota, and

WHEREAS, the Commission operates said Adult Community Center, and

WHEREAS, the Corporation is an organization of citizens from the Marshall area which promotes activities for older adults, as well as provides some financial support to the Adult Community Center, and

WHEREAS, the Corporation and the Commission desire to establish certain understandings between the two organizations, and in order to facilitate this have agreed as follows:

1. That the facilities shall be open to members of the Corporation and non-members of the corporation.
2. The Commission shall schedule hours of operation for the Center.
3. That for the year **January 1, 2023** through **December 31, 2023** the Corporation shall make a monthly contribution of \$550.00 payable by the 25th day of each month. However, any funds paid to M.A.S.C. Inc., by the Foundation, relating to investment earnings from the Corporation's contribution to the Foundation, shall be designated toward the monthly rent contribution.
4. Building maintenance shall be the responsibility of the Commission (City). However, users of the facilities shall be obligated to perform general "Clean-up, pick-up" tasks.
5. Special events shall be scheduled with the coordinator's approval. Revenues from non-Corporation related events such as receptions, family celebrations and other Corporation conducted events shall belong to the Commission (City). Proceeds from fund raising events sponsored by the Corporation will belong to the Corporation.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date and year above written.

MARSHALL AREA SENIOR CITIZEN'S INC.

By: _____
(M.A.S.C., Inc. President) Date

ADULT COMMUNITY CENTER COMMISSION

By: _____
(Adult Community Center Commission Chair) Date

CITY OF MARSHALL

By: _____
(City of Marshall Mayor) Date

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, September 13, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	State of Minnesota Joint Powers Agreement and Amendment to CJDN
Background Information:	<p>This agreement is between the State of Minnesota (Department of Public Safety), the Bureau of Criminal Apprehension (BCA) and the City of Marshall. This agreement allows the BCA to provide criminal justice data communications network. This allows the City Attorney’s office to obtain criminal reports electronically and to file criminal charges electronically. Enclosed is a five-year agreement. City of Marshall has previously approved these agreements in 2011 and 2016. In 2016 the approval allowed both the Marshall Police Department and the City Attorney’s office (Prosecutor) to obtain electronic communications for e-charging purposes.</p> <p>In October of 2021, the City of Marshall approved a similar joint powers agreement. However, the BCA has now separated the agreements and there is a separate Joint Powers Agreement allowing the Marshall Police Department electronic access and there is a separate prosecutor’s office agreement. In October of 2021, the Marshall Police Department Joint Powers Agreement was approved by council action. However, the prosecutor’s Joint Powers Agreement was never submitted for approval.</p> <p>On Wednesday, August 24, 2022, a representative from the BCA did contact the prosecutor’s office and inquired as to timing for the approval of the Joint Powers Agreement authorizing the prosecutor access to the criminal justice data communication network. Attached is the Joint Powers Agreement and the court data services subscription agreement. Both are submitted to approval by council.</p>
Fiscal Impact:	Annual cost to the City of Marshall is \$2,520.00
Alternative/ Variations:	None
Recommendations:	Consider approval of Joint Powers Agreement with the State of Minnesota.

RESOLUTION NO. 22-075

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF MARSHALL ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Marshall on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Marshall on behalf of its Prosecuting Attorney and Police Department, are hereby approved.

2. That the _[title] _____-, _[name] _____, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

3. That the _[title] _____-, _[name] _____, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

4. That Robert Byrnes, the Mayor for the City of Marshall and Steven Anderson, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 13th day of September 2022.

CITY OF MARSHALL

By: Robert Byrnes
Its Mayor

ATTEST: _____
By: Steven Anderson
Its City Clerk

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Marshall on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 200399, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an

Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. “Court Data Services” means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. “Court Records” means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. “DCA” shall mean the district courts of the state of Minnesota and their respective staff.

e. “Policies & Notices” means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. “Rules of Public Access” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to*

Administrative Records, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

h. “**Subscriber**” shall mean the Agency.

i. “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. Activation. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. Rejection. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. Requests for Termination of One or More Authorized Court Data Services. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber’s access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber’s duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber’s access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made

available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber

Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Marshall on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name: Dana Gotz, Deputy Superintendent
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue

Saint Paul, MN 55106
Telephone: 651.793.1007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Dennis Simpson, Attorney
Address: 109 S 4th St
Marshall, MN 56258
Telephone: 507.461.8013
Email Address: dsimpson@qdlawfirm.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.
- Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.
- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.

9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will 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. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, September 13, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of a LG214 Premises Permit Application for the Milroy Baseball Assoc.
Background Information:	
Fiscal Impact:	
Alternative/ Variations:	None recommended
Recommendations:	To approve resolution for the Milroy Baseball Assoc. to have pull-tabs at Tavern 507.


REQUIRED ATTACHMENTS TO LG214

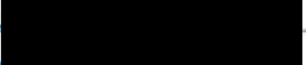
- 1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
- 2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to "State of Minnesota."


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

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

ORGANIZATION INFORMATION

Organization Name: Milroy Baseball Assoc. Inc License Number: 

Chief Executive Officer (CEO) Jeff Dolan Daytime Phone: 

Gambling Manager: Pat Dolan Daytime Phone: 

GAMBLING PREMISES INFORMATION

Current name of site where gambling will be conducted: Tavern 507

List any previous names for this location: _____

Street address where premises is located: 1500 E. College Dr
(Do not use a P.O. box number or mailing address.)

City: Marshall OR Township: _____ County: Lyon Zip Code: 56258

Does your organization own the building where the gambling will be conducted?
 Yes No **If no, attach LG215 Lease for Lawful Gambling Activity.**

A lease is not required if only a raffle will be conducted.
Is any other organization conducting gambling at this site? Yes No Don't know

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

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

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA

Bank Name: _____ Bank Account Number: _____

Bank Street Address: _____ City: _____ State: **MN** Zip Code: _____

ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES

Address (Do not use a P.O. box number):	City:	State:	Zip Code:
_____	_____	MN	_____
_____	_____	MN	_____
_____	_____	MN	_____

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

<p>CITY APPROVAL for a gambling premises located within city limits</p> <p>City Name: _____</p> <p>Date Approved by City Council: _____</p> <p>Resolution Number: _____ (If none, attach meeting minutes.)</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date Signed: _____</p> <div style="border: 1px solid black; padding: 10px; text-align: center; margin: 20px auto; width: 80%;"> <p>Local unit of government must sign.</p> </div>	<p>COUNTY APPROVAL for a gambling premises located in a township</p> <p>County Name: _____</p> <p>Date Approved by County Board: _____</p> <p>Resolution Number: _____ (If none, attach meeting minutes.)</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date Signed: _____</p> <p>TOWNSHIP NAME: _____</p> <p>Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date Signed: _____</p>
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ACKNOWLEDGMENT AND OATH

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

Signature of Chief Executive Officer (designee may not sign) _____
Date

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

An equal opportunity employer

RESOLUTION NO. 22-076

RESOLUTION APPROVING A LAWFUL GAMBLING PREMISES PERMIT

WHEREAS, the City Council of the City of Marshall allows gambling licenses to be issued within the city;

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

That the Milroy Baseball Association Inc. request for a premises permit at 1500 E. College Drive, Marshall, Minnesota hereby be approved.

Passed by the City Council of Marshall, Minnesota this 13th day of September 2022.

Robert J. Byrnes, Mayor

Attested:

Steven Anderson, City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, September 13, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourages the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	The following bills and project payments be authorized for payment.



Marshall, MN

Council Check Report

By Vendor Name

Date Range: 08/26/2022 - 09/13/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
5813	ACE HOME & HARDWARE	08/26/2022	EFT	0.00	826.25	10638
5813	ACE HOME & HARDWARE	09/09/2022	EFT	0.00	229.33	10774
6128	ACTION CO LLC	08/26/2022	EFT	0.00	1,200.00	10639
0548	ACTION SPORTS INC	09/09/2022	EFT	0.00	727.48	10775
0560	AFSCME COUNCIL 65	09/02/2022	EFT	0.00	1,466.25	10673
6412	AG PLUS COOPERATIVE	09/02/2022	EFT	0.00	71.50	10674
6412	AG PLUS COOPERATIVE	09/09/2022	EFT	0.00	2,198.30	10776
0578	AMAZON CAPITAL SERVICES	08/26/2022	EFT	0.00	148.07	10640
0578	AMAZON CAPITAL SERVICES	09/02/2022	EFT	0.00	27.98	10675
0578	AMAZON CAPITAL SERVICES	09/09/2022	EFT	0.00	320.37	10777
3761	AMERICAN BOTTLING CO.	08/26/2022	Regular	0.00	141.84	121658
3761	AMERICAN BOTTLING CO.	09/09/2022	Regular	0.00	101.28	121714
0583	AMERICAN FAMILY LIFE ASSURANCE COMPANY O	09/02/2022	EFT	0.00	1,509.00	10676
5837	ANDERSON, JASON	09/02/2022	EFT	0.00	80.00	10677
0606	ANIMAL HEALTH CENTER	08/26/2022	Regular	0.00	39.50	121659
6694	ARAMARK UNIFORM & CAREER APPAREL GROUP,	09/09/2022	EFT	0.00	100.76	10778
0630	ARCTIC GLACIER	08/26/2022	Regular	0.00	389.75	121660
0630	ARCTIC GLACIER	09/02/2022	Regular	0.00	373.51	121686
0630	ARCTIC GLACIER	09/09/2022	Regular	0.00	1,136.12	121715
0629	ARNOLD MOTOR SUPPLY	08/26/2022	Regular	0.00	133.27	121661
5447	ARTISAN BEER COMPANY	08/26/2022	EFT	0.00	251.40	10641
5447	ARTISAN BEER COMPANY	09/02/2022	EFT	0.00	250.35	10678
5447	ARTISAN BEER COMPANY	09/09/2022	EFT	0.00	1,230.75	10779
0648	AUTOMATIC SYSTEMS CO.	09/09/2022	Regular	0.00	165.22	121716
0656	AVERA MARSHALL REGIONAL MED CTR	09/02/2022	Regular	0.00	130.25	121687
0656	AVERA MARSHALL REGIONAL MED CTR	09/09/2022	Regular	0.00	165.00	121717
5702	B & H PHOTO & ELECTRONICS CORP	09/02/2022	EFT	0.00	54.53	10679
5327	BAUMANN, ADAM	09/02/2022	EFT	0.00	30.00	10680
0688	BELLBOY CORPORATION	09/02/2022	EFT	0.00	3,502.18	10681
0689	BEND RITE FABRICATION INC	08/26/2022	Regular	0.00	18,000.00	121662
0689	BEND RITE FABRICATION INC	09/02/2022	Regular	0.00	10,000.00	121688
0699	BEVERAGE WHOLESALERS	08/26/2022	Regular	0.00	29,626.24	121663
0699	BEVERAGE WHOLESALERS	09/02/2022	Regular	0.00	28,648.44	121689
0699	BEVERAGE WHOLESALERS	09/09/2022	Regular	0.00	37,880.17	121718
0700	BIERSCHBACH EQUIPMENT SUPPLY	08/26/2022	Regular	0.00	184.54	121664
0704	BIKE SHOP	09/02/2022	EFT	0.00	29.99	10682
7060	BLM TECHNOLOGIES, INC.	08/26/2022	EFT	0.00	731.06	10642
6482	BLOMBERG, GRANT	09/02/2022	EFT	0.00	775.00	10683
7068	BOERBOOM, EVERETT	09/02/2022	Regular	0.00	25.00	121690
5726	BOLLIG, MARK	09/09/2022	EFT	0.00	260.91	10780
0726	BORCHS SPORTING GOODS	08/26/2022	EFT	0.00	1,111.00	10643
0726	BORCHS SPORTING GOODS	09/09/2022	EFT	0.00	99.95	10781
0018	BORDER STATES INDUSTRIES, INC.	08/26/2022	EFT	0.00	199.00	10644
0018	BORDER STATES INDUSTRIES, INC.	09/02/2022	EFT	0.00	6,532.02	10684
3829	BRAU BROTHERS	08/26/2022	EFT	0.00	301.00	10645
3829	BRAU BROTHERS	09/09/2022	EFT	0.00	266.00	10782
4457	BREAKTHRU BEVERAGE	08/26/2022	Regular	0.00	6,274.03	121665
4457	BREAKTHRU BEVERAGE	09/02/2022	Regular	0.00	2,303.06	121691
4457	BREAKTHRU BEVERAGE	09/09/2022	Regular	0.00	7,253.54	121719
3568	BRUNSVOLD, QUENTIN	09/02/2022	EFT	0.00	30.00	10685
5005	BRUNSVOLD, RYAN	08/26/2022	EFT	0.00	389.25	10646
0763	BSN SPORTS	08/26/2022	Regular	0.00	316.50	121666
7065	BULLERMAN, LITA	08/26/2022	Regular	0.00	500.00	121667
0378	BUYSSE, JASON	09/02/2022	EFT	0.00	30.00	10686

Council Check Report

Date Range: 08/26/2022 - 09/13/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
7070	BUYSSE, LEEANN	09/02/2022	Regular	0.00	500.00	121692
0380	CALLENS, DAVID	08/26/2022	EFT	0.00	195.00	10647
0380	CALLENS, DAVID	09/02/2022	EFT	0.00	30.00	10687
6791	CAPITAL ONE	08/26/2022	Regular	0.00	254.76	121668
6791	CAPITAL ONE	09/02/2022	Regular	0.00	187.87	121693
6791	CAPITAL ONE	09/09/2022	Regular	0.00	329.93	121720
0799	CARLOS CREEK WINERY	08/26/2022	Regular	0.00	792.00	121669
0802	CARLSON & STEWART REFRIG INC	09/02/2022	EFT	0.00	109.90	10688
0802	CARLSON & STEWART REFRIG INC	09/09/2022	EFT	0.00	103.83	10783
0815	CATTOOR OIL COMPANY INC	08/26/2022	EFT	0.00	26.45	10648
0815	CATTOOR OIL COMPANY INC	09/02/2022	EFT	0.00	1,753.77	10689
0818	CAUWELS, ROGER	09/02/2022	EFT	0.00	30.00	10690
7058	CHEPA, RYAN	08/26/2022	EFT	0.00	73.75	10649
7046	CHIEF'S LLC	08/26/2022	Regular	0.00	324.00	121670
0853	CLAREYS SAFETY EQUIPMENT INC	09/02/2022	EFT	0.00	3,680.18	10691
0853	CLAREYS SAFETY EQUIPMENT INC	09/09/2022	EFT	0.00	73.63	10784
5733	CLARITY TELECOM, LLC	09/02/2022	EFT	0.00	145.00	10692
0875	COMPUTER MAN INC	08/26/2022	EFT	0.00	780.00	10650
0875	COMPUTER MAN INC	09/02/2022	EFT	0.00	11,275.00	10693
0875	COMPUTER MAN INC	09/09/2022	EFT	0.00	2,384.75	10785
0384	COUDRON, DEAN	09/02/2022	EFT	0.00	30.00	10694
0920	CULLIGAN WATER CONDITIONING OF MARSHALL	09/09/2022	Regular	0.00	5,499.00	121721
0934	D & G EXCAVATING INC	08/26/2022	EFT	0.00	3,106.89	10651
3819	DACOTAH PAPER CO	08/26/2022	EFT	0.00	204.76	10652
3819	DACOTAH PAPER CO	09/02/2022	EFT	0.00	659.88	10695
7063	DEGROOT, ERIC	08/26/2022	Regular	0.00	500.00	121671
7071	DEMUTH, ROGER	09/02/2022	Regular	0.00	500.00	121694
7075	DEMUTH, ROGER	09/09/2022	Regular	0.00	300.00	121722
4709	DETCO	09/02/2022	EFT	0.00	995.04	10696
6472	DEUTZ, LAUREN	09/02/2022	EFT	0.00	80.00	10697
5731	DOLL DISTRIBUTING	08/26/2022	EFT	0.00	17,394.90	10653
5731	DOLL DISTRIBUTING	09/02/2022	EFT	0.00	17,496.60	10698
5731	DOLL DISTRIBUTING	09/09/2022	EFT	0.00	19,829.30	10786
1020	DUININCK BROS., INC.	09/02/2022	EFT	0.00	55,345.12	10699
1020	DUININCK BROS., INC.	09/09/2022	EFT	0.00	2,867.47	10787
1029	EAGLE ENGRAVING	09/02/2022	EFT	0.00	21.55	10700
5972	ENVIRONMENTAL CONSULTING & TESTING INC	09/09/2022	Regular	0.00	1,600.00	121723
6700	EYEMED VISION CARE	09/02/2022	Regular	0.00	520.16	121695
1090	FASTENAL COMPANY	08/26/2022	EFT	0.00	89.20	10654
1090	FASTENAL COMPANY	09/02/2022	EFT	0.00	119.52	10701
1090	FASTENAL COMPANY	09/09/2022	EFT	0.00	515.62	10788
7073	FIXEN CHIROPRACTIC	09/09/2022	Regular	0.00	200.00	121724
4805	FURTHER	09/02/2022	Bank Draft	0.00	10,883.05	DFT0001996
4805	FURTHER	09/02/2022	Bank Draft	0.00	6,958.76	DFT0002001
4805	FURTHER	08/31/2022	Bank Draft	0.00	312.52	DFT0002006
1158	GALLS INC	09/02/2022	EFT	0.00	125.98	10702
7074	GRABER MANUFACTURING, INC.	09/09/2022	Regular	0.00	33,693.00	121725
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	08/26/2022	Regular	0.00	19.00	121672
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	09/02/2022	Regular	0.00	24.00	121698
1201	GRAINGER INC	09/02/2022	EFT	0.00	109.87	10703
6127	GRANDVIEW VALLEY WINERY, INC	08/26/2022	Regular	0.00	1,152.00	121673
1215	GREENWOOD NURSERY	09/02/2022	EFT	0.00	225.00	10704
1215	GREENWOOD NURSERY	09/09/2022	EFT	0.00	1,865.00	10789
3760	GROWMARK INC.	09/09/2022	EFT	0.00	2,162.05	10790
1243	HARDWARE HANK	09/02/2022	EFT	0.00	1,332.47	10705
1243	HARDWARE HANK	09/09/2022	EFT	0.00	301.31	10791
1256	HAWKINS INC	08/26/2022	EFT	0.00	9,220.13	10655
1256	HAWKINS INC	09/02/2022	EFT	0.00	9,204.04	10706
6497	HITCHING POST OF MARSHALL INC	09/02/2022	Regular	0.00	1,310.42	121699
5515	HOFFMANN, RYAN	09/02/2022	EFT	0.00	30.00	10707
6839	HOLY REDEEMER KNIGHTS OF COLUMBUS	09/02/2022	Regular	0.00	25.00	121700

Council Check Report

Date Range: 08/26/2022 - 09/13/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4885	HORIZON COMMERCIAL POOL SUPPLY	09/02/2022	EFT	0.00	673.77	10708
0435	HUBER, DORIS	09/02/2022	EFT	0.00	287.69	10709
5272	HULSIZER, MICHAEL	09/02/2022	Regular	0.00	25.00	121701
1311	HYVEE FOOD STORES INC	08/26/2022	Regular	0.00	500.00	121674
1311	HYVEE FOOD STORES INC	09/02/2022	Regular	0.00	26.16	121702
1311	HYVEE FOOD STORES INC	09/09/2022	Regular	0.00	345.02	121726
1325	ICMA RETIREMENT TRUST #300877	09/02/2022	Regular	0.00	50.00	121703
6536	INNOVATIVE OFFICE SOLUTIONS, LLC	08/26/2022	EFT	0.00	58.20	10656
6536	INNOVATIVE OFFICE SOLUTIONS, LLC	09/02/2022	EFT	0.00	219.39	10710
1358	INTERNAL REVENUE SERVICE	09/02/2022	Bank Draft	0.00	11.04	DFT0001982
1358	INTERNAL REVENUE SERVICE	09/02/2022	Bank Draft	0.00	199.27	DFT0001983
1358	INTERNAL REVENUE SERVICE	09/02/2022	Bank Draft	0.00	2.58	DFT0001984
1358	INTERNAL REVENUE SERVICE	09/02/2022	Bank Draft	0.00	28,939.72	DFT0002002
1358	INTERNAL REVENUE SERVICE	09/02/2022	Bank Draft	0.00	24,241.77	DFT0002003
1358	INTERNAL REVENUE SERVICE	09/02/2022	Bank Draft	0.00	8,672.98	DFT0002004
6325	JIMMY JOHNS #1080	08/26/2022	Regular	0.00	125.75	121675
1399	JOHNSON BROTHERS LIQUOR COMPANY	08/26/2022	EFT	0.00	9,181.12	10657
1399	JOHNSON BROTHERS LIQUOR COMPANY	09/02/2022	EFT	0.00	4,229.11	10711
1399	JOHNSON BROTHERS LIQUOR COMPANY	09/09/2022	EFT	0.00	15,437.29	10792
7072	KELSEY AUSTIN & STEVEN LARSEN	09/02/2022	Regular	0.00	107.90	121704
1417	KENNEDY & GRAVEN, CHARTERED	09/09/2022	EFT	0.00	66.00	10793
3564	KESTELOOT ENTERPRISES, INC	09/02/2022	EFT	0.00	66.67	10712
5095	KIBBLE EQUIPMENT	08/26/2022	EFT	0.00	139.98	10658
0450	KOPITSKI, JASON	09/02/2022	EFT	0.00	30.00	10713
5377	KRUK, CHRISTOPHER	09/02/2022	EFT	0.00	30.00	10714
4140	KRUSE FORD-LINCOLN-MERCURY, INC	09/02/2022	EFT	0.00	39.45	10715
1480	LAW ENFORCEMENT LABOR SERVICE INC	09/02/2022	EFT	0.00	1,300.00	10716
1483	LEAGUE OF MINNESOTA CITIES INS TRUST	09/09/2022	Regular	0.00	1,503.43	121728
1481	LEAGUE OF MINNESOTA CITIES	09/09/2022	Regular	0.00	13,407.00	121727
6183	LEE, JERRED	09/02/2022	EFT	0.00	30.00	10717
5606	LEGALSHIELD	09/02/2022	Regular	0.00	105.65	121705
1507	LOCHER BROTHERS INC	09/02/2022	EFT	0.00	1,770.60	10718
1508	LOCKWOOD MOTORS INC.	09/02/2022	EFT	0.00	2,029.15	10719
6323	LUTHER, ERIC	09/02/2022	EFT	0.00	72.84	10720
1531	LYON COUNTY AUDITOR-TREASURER	09/09/2022	EFT	0.00	1,084.30	10794
1545	LYON COUNTY HIGHWAY DEPARTMENT	09/02/2022	EFT	0.00	17,317.62	10721
1548	LYON COUNTY LANDFILL	09/02/2022	EFT	0.00	32.63	10722
1552	LYON COUNTY RECORDER	09/09/2022	EFT	0.00	62.80	10795
1555	LYON LINCOLN ELECTRIC COOPERATIVE INC	09/09/2022	Regular	0.00	37.06	121729
7059	M CLUB SWIM & DIVE	08/26/2022	Regular	0.00	270.00	121676
1571	MADISON NATIONAL LIFE INSURANCE COMPANY	09/02/2022	EFT	0.00	1,108.23	10723
1575	MAILBOXES & PARCEL DEPOT	08/26/2022	EFT	0.00	779.70	10659
1575	MAILBOXES & PARCEL DEPOT	09/02/2022	EFT	0.00	550.74	10724
1603	MARSHALL ANIMAL CLINIC	09/02/2022	Regular	0.00	699.91	121706
1604	MARSHALL AREA CHAMBER OF COMMERCE	09/02/2022	EFT	0.00	375.00	10725
1616	MARSHALL CONVENTION & VISITORS BUREAU	09/02/2022	EFT	0.00	23,357.05	10726
1616	MARSHALL CONVENTION & VISITORS BUREAU	09/09/2022	EFT	0.00	4,773.99	10796
1623	MARSHALL INDEPENDENT, INC	09/02/2022	Regular	0.00	210.60	121707
1633	MARSHALL MUNICIPAL UTILITIES	08/26/2022	EFT	0.00	80.00	10660
1633	MARSHALL MUNICIPAL UTILITIES	09/09/2022	EFT	0.00	97,355.90	10797
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	09/02/2022	EFT	0.00	11.30	10727
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	09/09/2022	EFT	0.00	34.59	10800
3545	MARSHALL RADIO	09/09/2022	EFT	0.00	2,150.00	10801
0460	MARSHALL, JAMES	09/02/2022	EFT	0.00	80.00	10728
6025	MELLENTIN, CODY	09/02/2022	EFT	0.00	30.00	10729
4980	MENARDS INC	08/26/2022	EFT	0.00	146.08	10661
4980	MENARDS INC	09/02/2022	EFT	0.00	411.42	10730
3971	MEULEBROECK, ANDY	09/02/2022	EFT	0.00	30.00	10731
3555	MINNESOTA DEPARTMENT OF TRANSPORTATION	09/09/2022	Regular	0.00	2,365.21	121730
1804	MINNESOTA MAYORS ASSOCIATION	09/09/2022	Regular	0.00	30.00	121731
1808	MINNESOTA MUNICIPAL UTILITIES ASSOC	09/09/2022	EFT	0.00	5,212.50	10802

Council Check Report

Date Range: 08/26/2022 - 09/13/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3669	MINNESOTA STATE RETIREMENT SYSTEM	09/02/2022	Bank Draft	0.00	8,918.60	DFT0001999
1839	MINNESOTA VALLEY TESTING LABS INC	09/02/2022	EFT	0.00	129.60	10732
1757	MN CHILD SUPPORT PAYMENT CENTER	09/02/2022	Bank Draft	0.00	386.70	DFT0001993
1757	MN CHILD SUPPORT PAYMENT CENTER	09/02/2022	Bank Draft	0.00	222.88	DFT0001994
1757	MN CHILD SUPPORT PAYMENT CENTER	09/02/2022	Bank Draft	0.00	546.74	DFT0001995
1813	MN POLLUTION CONTROL AGENCY	08/26/2022	Regular	0.00	45.00	121677
1813	MN POLLUTION CONTROL AGENCY	08/26/2022	Regular	0.00	45.00	121678
1813	MN POLLUTION CONTROL AGENCY	08/26/2022	Regular	0.00	45.00	121679
1818	MN REVENUE	09/02/2022	Bank Draft	0.00	101.37	DFT0001985
1818	MN REVENUE	09/02/2022	Bank Draft	0.00	11,784.51	DFT0002005
6955	MOBERG, E.J.	09/02/2022	EFT	0.00	80.00	10733
1690	MOBILE HEALTH SERVICES LLC	09/02/2022	EFT	0.00	1,510.00	10734
7061	MOONEY, KYLE	08/26/2022	Regular	0.00	500.00	121680
1877	MOTION INDUSTRIES INC	09/02/2022	EFT	0.00	62.35	10735
1877	MOTION INDUSTRIES INC	09/09/2022	EFT	0.00	144.06	10803
2512	NATIONWIDE RETIREMENT	09/02/2022	Bank Draft	0.00	375.00	DFT0001980
2512	NATIONWIDE RETIREMENT	09/02/2022	Bank Draft	0.00	1,345.36	DFT0001981
2512	NATIONWIDE RETIREMENT	09/02/2022	Bank Draft	0.00	230.77	DFT0001990
1923	NCPERS MN GROUP LIFE INS.	09/02/2022	EFT	0.00	240.00	10736
6344	NEOGOV	08/26/2022	Regular	0.00	4,446.85	121681
1945	NORM'S GTC	09/02/2022	Regular	0.00	293.72	121708
1945	NORM'S GTC	09/09/2022	Regular	0.00	1,201.75	121732
1986	NORTH CENTRAL INTERNATIONAL, INC	09/02/2022	EFT	0.00	58.58	10737
1946	NORTH CENTRAL LABS	09/02/2022	EFT	0.00	65.36	10738
4166	OLSEN, JAKE	09/02/2022	EFT	0.00	62.61	10739
5891	ONE OFFICE SOLUTION	09/09/2022	EFT	0.00	45.91	10804
3809	O'REILLY AUTOMOTIVE STORES, INC	09/02/2022	EFT	0.00	125.55	10740
2019	PAUSTIS WINE COMPANY	09/09/2022	EFT	0.00	912.50	10805
2019	PAUSTIS WINE COMPANY	08/26/2022	Regular	0.00	2,535.45	121682
6591	PEARSON BROS, INC	09/02/2022	Regular	0.00	196,651.90	121709
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	09/02/2022	EFT	0.00	96.00	10741
2028	PERA OF MINNESOTA REG	09/02/2022	Bank Draft	0.00	54,217.06	DFT0001997
2034	PETTY CASH	09/02/2022	Regular	0.00	80.00	121710
2036	PHILLIPS WINE AND SPIRITS INC	08/26/2022	EFT	0.00	4,632.30	10662
2036	PHILLIPS WINE AND SPIRITS INC	09/02/2022	EFT	0.00	14,171.18	10742
2036	PHILLIPS WINE AND SPIRITS INC	09/09/2022	EFT	0.00	14,348.25	10806
2049	PLUNKETTS PEST CONTROL INC	09/02/2022	EFT	0.00	43.97	10743
7064	POSSAIL, CLARENCE	08/26/2022	Regular	0.00	500.00	121683
0477	PRZBYLLA, SCOTT	09/02/2022	EFT	0.00	30.00	10744
6166	PULVER MOTOR SVC, LLC	08/26/2022	EFT	0.00	160.00	10663
2096	QUARNSTROM & DOERING, PA	09/02/2022	EFT	0.00	11,369.41	10745
2112	R AND G CONSTRUCTION COMPANY INC	09/02/2022	EFT	0.00	135,519.30	10746
4826	RIEKE, BENJAMIN	09/02/2022	EFT	0.00	30.00	10747
5732	RITE	09/09/2022	EFT	0.00	161.45	10807
0481	ROKEH, JASON	09/02/2022	EFT	0.00	30.00	10748
6684	ROLLING FORKS VINEYARDS, LLC	08/26/2022	EFT	0.00	334.32	10664
2190	ROTARY CLUB OF MARSHALL	08/26/2022	Regular	0.00	25.00	121684
2201	RUNNINGS SUPPLY INC	08/26/2022	EFT	0.00	315.94	10665
2201	RUNNINGS SUPPLY INC	09/02/2022	EFT	0.00	117.93	10749
2201	RUNNINGS SUPPLY INC	09/09/2022	EFT	0.00	265.32	10808
5556	SANDGREN, KAYLYNN	09/02/2022	EFT	0.00	30.00	10750
7067	SCHROEDER, LIL	09/02/2022	Regular	0.00	25.00	121711
2248	SCOTT'S TREE SERVICE	09/02/2022	EFT	0.00	2,250.00	10751
6251	SHRED RIGHT	08/26/2022	EFT	0.00	40.00	10666
3495	SMSU	09/02/2022	EFT	0.00	422.00	10752
7066	SOUTH DAKOTA NETWORK, LLC	08/26/2022	Regular	0.00	3,080.00	121685
4855	SOUTHERN GLAZER'S	08/26/2022	EFT	0.00	9,401.98	10667
4855	SOUTHERN GLAZER'S	09/02/2022	EFT	0.00	15,503.48	10753
4855	SOUTHERN GLAZER'S	09/09/2022	EFT	0.00	11,248.13	10809
2311	SOUTHWEST GLASS CENTER	09/02/2022	EFT	0.00	7.43	10754
2311	SOUTHWEST GLASS CENTER	09/09/2022	EFT	0.00	4.00	10810

Council Check Report

Date Range: 08/26/2022 - 09/13/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0491	ST AUBIN, GREGORY	09/02/2022	EFT	0.00	30.00	10755
4522	ST LOUIS MRO INC.	09/02/2022	EFT	0.00	192.50	10756
3808	STELTER, GEOFFREY	09/02/2022	EFT	0.00	30.00	10757
4134	STENSRUD, PRESTON	09/02/2022	EFT	0.00	30.00	10758
4385	STUART C IRBY CO.	09/02/2022	EFT	0.00	56.80	10759
6706	SUN LIFE FINANCIAL	09/02/2022	EFT	0.00	1,611.33	10760
0495	SWANSON, GREGG	09/02/2022	EFT	0.00	30.00	10762
6277	TALKING WATERS BREWING CO, LLC	09/09/2022	EFT	0.00	880.00	10811
6709	THERMO KING OF SIOUX FALLS INC	09/02/2022	EFT	0.00	5,438.88	10763
2143	THOOFT ENTERPRISES LLC	09/09/2022	EFT	0.00	112.50	10812
3342	TRUEDSON, SCOTT	09/02/2022	EFT	0.00	30.00	10764
2499	US BANK	09/02/2022	EFT	0.00	550.00	10765
3443	VALIC DEFERRED COMP	09/02/2022	Bank Draft	0.00	941.61	DFT0001991
3443	VALIC DEFERRED COMP	09/02/2022	Bank Draft	0.00	1,405.77	DFT0001992
6192	VAN VELDHUIZEN FAMILY LLC	09/02/2022	Regular	0.00	1,716.22	121712
6092	VANDERMILLEN, SCOTT	09/02/2022	EFT	0.00	80.00	10766
0512	VANLEEUEWE, SARA J.	09/02/2022	EFT	0.00	70.00	10767
4489	VERIZON WIRELESS	08/26/2022	EFT	0.00	400.40	10668
4489	VERIZON WIRELESS	08/26/2022	EFT	0.00	1,449.15	10669
4489	VERIZON WIRELESS	09/02/2022	EFT	0.00	49.04	10768
4489	VERIZON WIRELESS	09/09/2022	EFT	0.00	35.01	10813
2538	VIKING COCA COLA BOTTLING COMPANY	09/02/2022	EFT	0.00	134.95	10769
2538	VIKING COCA COLA BOTTLING COMPANY	09/09/2022	EFT	0.00	376.15	10814
4594	VINOUCPIA	09/09/2022	EFT	0.00	2,245.25	10815
6085	VOYA - INVESTORS CHOICE	09/02/2022	Bank Draft	0.00	2,234.21	DFT0002000
5288	WEST CENTRAL COMMUNICATIONS, INC	09/02/2022	EFT	0.00	156.00	10770
2591	WESTERN PRINT GROUP	08/26/2022	EFT	0.00	2,024.35	10670
2605	WINE MERCHANTS	08/26/2022	EFT	0.00	161.90	10671
2605	WINE MERCHANTS	09/02/2022	EFT	0.00	2,847.50	10771
2605	WINE MERCHANTS	09/09/2022	EFT	0.00	781.30	10816
6379	WINEBOW	08/26/2022	EFT	0.00	1,436.61	10672
6330	WRS CO. LLC	09/02/2022	Regular	0.00	2,438.00	121713
2631	ZEP MANUFACTURING COMPANY	09/02/2022	EFT	0.00	478.32	10772
2632	ZIEGLER INC	09/02/2022	EFT	0.00	602.84	10773

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	115	73	0.00	424,955.98
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	22	22	0.00	162,932.27
EFT's	329	176	0.00	625,907.44
	466	271	0.00	1,213,795.69

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	115	73	0.00	424,955.98
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	22	22	0.00	162,932.27
EFT's	329	176	0.00	625,907.44
	466	271	0.00	1,213,795.69

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	8/2022	138,068.14
999	POOLED CASH FUND	9/2022	1,075,727.55
			1,213,795.69

CITY OF MARSHALL, MINNESOTA
 PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS
 9/13/2022

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	749,360.00	5,779,560.00		3,039,722.04	2,661,221.96	66,794.00	11,822.00	-		
Z83	479-43300-55170	2/23/2021	James Ave/Camden Dr Reconstruction	Kuechle Underground	849,244.50	8,701.86	857,946.36			779,179.36	78,767.00	-	-		
Z88	479-43300-55170	4/13/2021	State Aid Overlay	Duininck, Inc	1,924,600.45	(33,840.43)	1,890,760.02			1,879,301.49	11,458.53	-	-		
PK-001	401-45200-55130	8/25/2021	Independence Park Trail Replacement	A & C Excavating, LLC	375,659.10	6,940.50	382,599.60			109,320.20	243,828.63	18,586.78	10,863.99		
SWM-007	630-49600-55170	10/12/2021	Independence Park Pond Forebay Expansion	Towne & Country Excavating LLC	229,255.50	(1,134.66)	228,120.84				228,120.84	-	-		
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	10,921.45	571,494.80				617,952.66	1,464.30	32,523.82	(80,445.98)	
ST-003	480-43300-55170	2/6/2022	1st/Greeley/Williams Reconstruction	R & G Construction Co.	1,647,498.69	2,500.00	1,649,998.69				602,978.69	31,735.72	1,015,284.28		
ST-001	101-43300-53425	2/22/2022	Chip Seals	Pearson Bros., Inc.	222,455.10		222,455.10					196,651.90	15,453.10		
ST-004	480-43300-55170	2/22/2022	Halbur Road Reconstruction	Duininck, Inc	1,142,009.72	41,873.66	1,183,883.38				286,578.50	50,513.00	811,008.37		
ST-006 (Z79)	495-43300-55130	5/10/2022	School Pedestrian Crossing Improvements	Duininck, Inc	480,250.35		480,250.35					35,783.51	480,250.35		
ST-005	480-43300-55170	5/24/2022	Rose Parking Lot Reconstruction	R & G Construction Co.	140,177.51	19,600.57	159,778.08				159,778.08	-	0.00		
ST-023	480-43300-55170	5/24/2022	W. Lyon St.(College to 1st) Reconstruction	R & G Construction Co.	409,645.10	1,161.35	410,806.45				225,948.95	135,519.30	30,313.55		
ST-024	480-43300-55170	7/12/2022	Baldwin Parking Lot Reconstruction	R & G Construction Co.	159,515.77		159,515.77					19,024.65	159,515.77		
				27,282,585.14				824,873.56	28,107,458.70	4,099,265.87	9,958,646.10	8,510,402.34	384,148.50	159,826.58	2,442,243.43

PERCENT
COMPLETE

100.00%
100.00%
100.00%
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97.16%
100.00%
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114.08%
38.47%
93.05%
31.50%
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100.00%
92.62%
0.00%

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, September 13, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Resolution for Insurance Agent Services
Background Information:	<p>On June 28th Council authorized the issuance of a Request for Proposals for Insurance Agent Services.</p> <p>The City’s insurance coverage for property, liability, automobile, and workers’ compensation is provided by the League of Minnesota Cities Insurance Trust (LMCIT). LMCIT requires cities to use the services of an agent to assist and advise a city on their insurance coverage. The policy coverage period is an annual term, with property, liability and automobile coverage effective October 1 each year and workers’ compensation coverage effective January 1 each year.</p> <p>The current agent would complete the October 1, 2022 renewal and has worked with city staff on coverage values and review of the city’s reported assets since May.</p> <p>Two responses to the RFP were received - - Bremer Insurance and North Risk Partners.</p> <p>The Ways and Means Committee met on August 29th and recommend the change to North Risk Partners.</p>
Fiscal Impact:	The recommended change would reduce the commission (thus reduce costs) for property/casualty insurance for the October 1, 2023 renewal and beyond.
Alternative/ Variations:	None recommended
Recommendations:	Adopt a resolution to appoint North Risk Partners as the City’s agent for purposes of the City’s participate in the LMCIT property/casualty program and workers’ compensation program, as well as the equipment breakout policy, effective October 2, 2022.

RESOLUTION NUMBER _____

A RESOLUTION TO APPOINT A CITY INSURANCE AGENT

WHEREAS, the League of Minnesota Cities Insurance Trust (LMCIT) requires cities to use the services of an agent in order to participate in the LMCIT property/casualty program; and

WHEREAS, the City Council has reviewed and considered the written materials from LMCIT discussing the agent's role and compensation in LMCIT; and

WHEREAS, North Risk Partners has agreed that they are willing to provide to the city the services listed below under the term, compensation and service sections listed below.

The City Council of the City of Marshall resolves as follows:

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

Appointment

1. The City of Marshall hereby appoints North Risk Partners as its agent for purposes of the City's participation in the LMCIT property/casualty program and workers' compensation program, as well as the equipment breakout policy, effective October 2, 2022 (after the property/casualty program renewal effective October 1, 2022).

Term

2. This appointment shall remain effective through October 1, 2025 (3 years), with the city's option to extend the term, compensation and services as-is through October 1, 2027 (5 years). Each party has the right to cancel the agreement with a 60-day written notice to the other party.

Compensation

3. As compensation for the services provided to the city as described in Paragraph 4 below, the agent will receive annually a fee equal to 6 (six) percent of the annual premiums paid by the city to LMCIT for property, liability, and auto coverages and 2 (two) percent of the annual premiums paid by the city to LMCIT for workers' compensation coverage. This fee shall be included in the amounts billed to the city by LMCIT and shall be paid to the agent by LMCIT on the city's behalf.

Services

4. The agent will perform the following services:
 - a. Advise and assist the city in assembling and accurately reporting underwriting data, including updating property values, for rating purposes.

- b. Advise and assist the city in evaluating and selecting among coverage alternatives such as deductibles, limits, optional coverages, alternative coverage forms, etc.
- c. Assist with the gathering of information needed to complete the renewal application and with application submission.
- d. Review of the LMCIT insurance policies for completeness and accuracy. Confirm that the schedules have been updated for the new data supplied to assure coverage has been correctly issued and billed. Provide the city with a recap of insurance costs and an explanation of premium increases for each renewal.
- e. Monitor the LMCIT policy and coverage options. Advise the city on potential gaps or overlaps in coverages. Provide explanations and recommendations of insurance coverage, deductibles, limits and other options as needed or requested.
- f. Review loss reports for accurate reporting, appropriate reserves, loss trends, etc.
- g. Assist in submitting claims and interpreting coverage as applied to particular claims.
- h. Assist as requested with safety and loss control activities.
- i. Perform risk assessment analysis as requested. Assist the city in identifying risk exposures and developing appropriate strategies to address those exposures.

Passed and adopted by the City Council this 13th day of September, 2022.

Robert Byrnes, Mayor

Attest:

Steven Anderson, City Clerk



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, September 13, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Resolution Approving the changes for the 2023 Fee Schedule
Background Information:	<p>Attached are the proposed Surface Water, Wastewater and Special Assessment changes for the 2023 Fee Schedule. The Ways & Means Committee reviewed these changes to the Fee Schedule at their meeting on August 29, 2022. Ways & Means Committee is recommending these items be moved to Council for discussion and approval for the changes/updates to the 2023 Fee Schedule.</p> <p>Ways & Means Committee directed staff to review the 2022 Fee Schedule further for additional changes. Staff anticipates additional changes prior to the end of the year to come before the Ways & Means Committee for reviewal, discussion and onto full Council for approval of 2023 Fee Schedule.</p> <p>The recommended changes are shown in the redlined document as attached.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	Approving specific fees to be charged by the City of Marshall.

SURFACE WATER MANAGEMENT UTILITY

	<u>Fee/Charge</u>	
Minimum fee or below, whichever is greater	\$ 5.80	Per Month
Single Family Residential (Classification 1) Flat rate	\$ 5.80	Household Per Month
Two-Family Residential (Classification 2)	\$ 24.49	Per Acre Per Month
Manufactured Housing (Classification 3)	\$ 34.69	Per Acre Per Month
Industrial, Multi-Family, Railroad Right-of-Way (Classification 4)	\$ 42.09	Per Acre Per Month
Commercial/Office/Parking (Classification 5)	\$ 53.95	Per Acre Per Month
Vacant (Classification 7)	\$ 2.94	Per Acre Per Month
Agricultural (Classification 8)	\$ 0.74	Per Acre Per Month

*Five-Year Rate Projections (See Appendix A)

WASTEWATER

	<u>Fee/Charge</u>			
Residential/Commercial (includes \$1.00 Phosphorus Surcharge)	\$ 22.65	Per Month	Base Charge	\$ 23.10
Violation under Sec. 78-73, Marshall Code of Ordinance	\$ 50.00	Monthly Surcharge		
Violation under Sec. 78-74, Marshall Code of Ordinance	\$ 100.00	Monthly Surcharge		
Domestic	\$ 4.46	Per 1,000 Gallons		\$ 4.55
Industrial	\$ 2.85	Per 1,000 Gallons		\$ 2.91
(Surcharge by strength as follows):				
Excess CBOD	\$ 311.66	Per 1,000 Pounds		\$ 317.89
Excess Suspended Solids	\$ 311.47	Per 1,000 Pounds		\$ 317.70
Excess Phosphorus (industrial)	\$ 2.20	Per Pound		\$ 3.50

*Five-Year Rate Projections (See Appendix B)

Pretreatment of Industrial Wastewater Violations (Sec. 78-48)

	<u>Fee/Charge</u>
Failure to meet Preliminary Treatment Requirements	\$ 500.00

* The City has the right to charge and assess violators for all costs to the City for damages from any discharge or other action in violation of the City ordinance or in violation of a permit issued by the City, including all attorney's fees, court costs, sampling and monitoring expenses, and other expenses associated with enforcement of this section. Administrative fines or other enforcement actions are not considered to be payment of these costs.

When distinguishing between a Major violation and a Minor violation the following considerations shall be used:

1. Potential critical impact on public health or the environment.
2. Potential danger to human life or safety.
3. Continuing nature of violation.
4. Cost of restitution, repair, or remediation exceeds \$1,000.00.
5. Knowing performance of unpermitted activities.

Existence of one or more of the above criteria supports a finding of a Major violation. Enforcement officials must specifically describe the conditions observed to support this determination.

The administrative fine imposed for a second or subsequent violation of the same type by the same person or entity within a 24-month period may double the amount of the previous fine up to a maximum of \$1,000.00

	<u>Fee/Charge</u>
Call-Out	
During Business Hours	\$ 50.00 Per Hour
After Business Hours	\$ 120.00 Per Hour
Biosolids Application	\$50.00 to \$100.00 \$ 100.00 Per Acre

Sliding rate based on cost of fertilizer and nutrient quality of biosolids

Porta Potty Waste/Septage	\$ 51.00	\$ 50.00	Per 1,000 Gallons plus \$25.00/load
Leachate	\$ 4.59	\$ 4.50	Per 1,000 Gallons plus \$25.00/load

Special Assessment For Street Reconstruction

Fee/Charge

Detailed calculation procedures for special assessments are found in the Special Assessment Policy.

The annual assumptions used in those calculations are as follows:

- | | | |
|--|------------------------|--------------------|
| 1. Standard assessment amount per residential parcel | \$ 5,700.00 | \$ 5,850.00 |
| 2. Frontage feet for average residential parcel | | 77 Lineal Foot |
| 3. Area of average residential parcel | | 12,000 Square Feet |
| 4. Standard street width | | 36 Feet |
| 5. Standard street load rating | | 7 Ton |

Interest Rate

Projects Bonded	2.00% Plus Bond Interest Rate
Projects Not Bonded	2.50%

SURFACE WATER UTILITY PROJECTIONS

Appendix A

		0.00%					
Projected Surface Water Rate Adjustment	Projected Change		0.75%	1.00%	1.00%	1.00%	1.00%
	2024-2028	2023	2024	2025	2026	2027	2028
	growth in volume						
Operating Revenues	0.00%	1,287,488	1,297,144	1,310,116	1,323,217	1,336,449	1,349,813
Operating Expenses							
Salaries and benefits	3.00%	-	-	-	-	-	-
Supplies	3.00%	15,375	15,836	16,311	16,801	17,305	17,824
Equipment Repair & Maintenance	3.00%	15,000	15,450	15,914	16,391	16,883	17,389
Other Repairs and Maintenance	5.00%	25,500	26,775	28,114	29,519	30,995	32,545
Other services and charges	3.00%	350,296	360,805	371,629	382,778	394,261	406,089
Insurance	3.00%	5,951	6,130	6,313	6,503	6,698	6,899
Utilities	5.00%	23,310	24,476	25,699	26,984	28,333	29,750
Depreciation - Existing		655,561	622,783	591,644	562,062	533,959	507,261
Depreciation - New			22,840	53,299	85,973	104,225	128,996
Total Operating Expenses		1,090,993	1,095,094	1,108,924	1,127,011	1,132,659	1,146,753
Operating Income (Loss)		196,495	202,050	201,192	196,206	203,790	203,060
Nonoperating Revenues (Expenses)							
Interest	0.50%	26,665	7,660	7,614	7,399	4,689	4,835
Refunds and reimbursements		-	-	-	-	-	-
Rents		-	-	-	-	-	-
Gain/(loss) on disposal of assets		-	-	-	-	-	-
Interest Expense - existing debt		(78,772)	(64,797)	(50,750)	(39,416)	(28,327)	(19,315)
Interest Expense - new debt		-	-	(27,413)	(60,247)	(56,951)	(70,267)
Total Nonoperating Revenues (Expenses)		(52,107)	(57,137)	(70,549)	(92,264)	(80,588)	(84,748)
Income (Loss) Before Transfers		144,389	144,913	130,643	103,942	123,202	118,313
Transfers							
Transfers In		-	-	-	-	-	-
Transfers (Out)	0.00%	-	-	-	-	-	-
Total Transfers		-	-	-	-	-	-
Net Income (Loss)		144,389	144,913	130,643	103,942	123,202	118,313
Beginning Cash & Investments		2,179,295	1,531,950	1,522,868	1,479,707	937,813	966,945
Net Income		144,389	144,913	130,643	103,942	123,202	118,313
Depreciation		655,561	645,623	644,943	648,035	638,184	636,257
Acquisition and Construction of Assets		(885,202)	(1,138,781)	(1,205,205)	(772,563)	(943,139)	(426,750)
Proceeds from Long-Term Debt		-	913,781	980,205	-	743,139	-
Principal Payments on Long-Term Debt - New		-	-	(49,131)	(101,404)	(104,700)	(175,200)
Principal Payments on Long-Term Debt - Existing		(562,093)	(574,617)	(544,617)	(419,903)	(427,553)	(331,205)
Ending Cash & Investment Balance		1,531,950	1,522,868	1,479,707	937,813	966,945	788,360
Minimum Cash & Investment Balance							
Designated for Capital Improvements - Beginning		353,394	330,572	324,092	314,300	304,281	320,292
Annual Capital Reserve Funding (1/3 Deprec.)	1/3	177,178	218,520	215,208	214,981	216,012	212,728
Capital Reserve Used for Improvements/Expansion		(200,000)	(225,000)	(225,000)	(225,000)	(200,000)	(225,000)
Adjustment to Capital Reserve		-	-	-	-	-	-
Designated for Capital Improvements - Ending		330,572	324,092	314,300	304,281	320,292	308,020
Designated for Revenue Bonds (following yrs DS)		639,414	671,911	620,970	617,531	595,988	466,045
Net Operating Cash		561,964	526,865	544,437	16,002	50,665	14,295
Unassigned Operating Reserve (25% of Oper. Exp.)		273,774	277,231	281,753	283,165	286,688	286,688
Recommended Minimum Operating Cash		273,774	277,231	281,753	283,165	286,688	286,688
Amount Over (Under) Goal		288,190	249,634	262,685	(267,163)	(236,023)	(272,393)

WASTEWATER UTILITY PROJECTIONS

		2.00%					
Projected Wastewater Rate Adjustment	Projected Change		1.00%	1.00%	1.00%	1.00%	1.00%
		2023	2024	2025	2026	2027	2028
	growth in volume						
Operating Revenues							
Surcharge Revenues	0.00%	-	-	-	-	-	-
Utility Sewer Charges	0.00%	5,422,349	5,476,572	5,531,338	5,586,651	5,642,518	5,698,943
Pretreatment Charges	0.00%	-	-	-	-	-	-
Other Services and Charges	0.00%	42,400	42,400	42,400	42,400	42,400	42,400
Total Operating Revenues		5,464,749	5,518,972	5,573,738	5,629,051	5,684,918	5,741,343
Operating Expenses							
Salaries and benefits	3.00%	1,256,294	1,293,983	1,332,802	1,372,786	1,413,970	1,456,389
Supplies	4.00%	443,175	460,902	479,338	498,512	518,452	539,190
Repair and maintenance	4.00%	202,600	210,704	219,132	227,897	237,013	246,494
Other services and charges	2.50%	587,542	602,231	617,286	632,718	648,536	664,750
Insurance	1.00%	60,301	60,904	61,513	62,128	62,749	63,377
Utilities	5.00%	333,954	350,652	368,184	386,593	405,923	426,219
Depreciation-Existing		1,758,208	1,670,298	1,586,783	1,507,444	1,432,071	1,360,468
Depreciation-New			37,440	114,853	171,728	251,472	323,178
Total Operating Expenses		4,642,074	4,687,113	4,779,892	4,859,807	4,970,188	5,080,065
Operating Income		822,675	831,859	793,846	769,244	714,730	661,278
Non-Operating Revenue (Expenses)							
Special Assessments		-	-	-	-	-	-
Other income (expense)		-	-	-	-	-	-
Investment earnings (loss)	1.10%	17,221	74,626	57,249	65,537	67,551	49,558
Refunds and reimbursements		19,492	19,492	19,492	19,492	19,492	19,492
Rents		14,809	14,809	14,809	14,809	14,809	14,809
Gain (Loss) on Disposal of Assets - Net		-	-	-	-	-	-
Bond (discount) premium amortization		-	-	-	-	-	-
Bond issuance costs		-	-	-	-	-	-
Interest Expense - existing debt		(242,371)	(208,615)	(177,725)	(151,431)	(127,480)	(109,117)
Interest Expense - new debt			-	-	(55,570)	(113,564)	(103,314)
Total Non-Operating Revenues		(190,850)	(99,689)	(86,175)	(107,164)	(139,192)	(128,573)
Income (Loss) Before Transfers		631,825	732,171	707,670	662,080	575,537	532,705
Operating Transfers							
Transfers In		-	-	-	-	-	-
Transfers Out		(12,600)	-	-	-	-	-
Total Operating Transfers		(12,600)	-	-	-	-	-
Net Income (Loss)		619,225	732,171	707,670	662,080	575,537	532,705
Beginning Cash & Investments		7,189,021	6,784,164	5,204,456	5,957,864	6,140,989	4,505,251
Net Income		619,225	732,171	707,670	662,080	575,537	532,705
Depreciation		1,758,208	1,707,738	1,701,636	1,679,172	1,683,543	1,683,646
Acquisition and Construction of Assets		(1,125,200)	(2,324,399)	(1,645,392)	(2,394,310)	(2,153,177)	(1,686,528)
Proceeds from Long-Term Debt		-	-	1,587,711	1,792,310	-	1,184,528
Principal Payments on Long-Term Debt - New		-	-	-	(135,339)	(292,854)	(303,104)
Principal Payments on Long-Term Debt - Existing		(1,657,090)	(1,695,217)	(1,598,217)	(1,420,788)	(1,448,788)	(961,788)
Ending Cash & Investment Balance		6,784,164	5,204,456	5,957,864	6,140,989	4,505,251	4,954,709
Minimum Cash Balance							
Designated for Capital Improvements - Beginning		3,437,902	3,004,922	1,308,722	1,877,968	2,145,180	853,727
Annual Capital Reserve Funding (1/3 Deprec.)	1/3	574,380	586,069	569,246	567,212	559,724	561,181
Capital Reserve Used for Improvements/Expansion		(1,007,360)	(2,282,269)	-	(300,000)	(1,851,177)	(200,000)
Adjustment to Capital Reserve							
Designated for Capital Improvements - Ending		3,004,922	1,308,722	1,877,968	2,145,180	853,727	1,214,908
Designated for Revenue Bonds (following yrs DS)		1,903,832	1,775,942	1,763,128	1,982,686	1,477,323	1,472,347
Net Operating Cash		1,875,410	2,119,792	2,316,769	2,013,123	2,174,200	2,267,454
Unassigned Operating Reserve (40% of Oper. Exp.)		1,874,845	1,911,957	1,943,923	1,988,075	2,032,026	2,032,026
Recommended Minimum Operating Cash		1,874,845	1,911,957	1,943,923	1,988,075	2,032,026	2,032,026
Amount Over (Under) Goal		565	207,835	372,846	25,048	142,174	235,428

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, September 13, 2022
Category:	NEW BUSINESS
Type:	INFO/ACTION
Subject:	Authorization for Project Acceptance of FY23 Outdoor Recreation Grant for Inclusive Play at Independence Park
Background Information:	<p>In the Spring of 2022 city staff got approval from City Council to apply for the FY23 Outdoor Recreation Grant through the MN DNR. We were notified in July that we have been awarded the grant in the amount of \$28,622.00 to be used towards Inclusive Play at Independence Park. The City of Marshall will need to match the DNR Grant amount with a deadline for completion of June 30, 2024.</p> <p>The total estimated cost for the project is estimated to be around \$57,244.00 which will include installing 3 new inclusive playground components, installing sidewalks, and synthetic safety surfacing.</p> <p>The funds for the City portion will be via donations mostly already received.</p> <p>Installation will be done by Parks Department as weather permits once equipment arrives either this fall or first thing next spring.</p> <p>This is a continuation of “Cultivating the Best in Play”, which we started in 2021 by installing to inclusive playground components at Legion Field. The goal is to work towards adding inclusive playground components in all our parks.</p>
Fiscal Impact:	Between Outdoor Recreation Grant and Donations, there will be no fiscal impact to the City of Marshall.
Alternative/ Variations:	N/A
Recommendations:	Acceptance of FY23 Outdoor Recreation Grant for Inclusive Play at Independence Park.



STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT
OR23-012

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and City of Marshall, 344 West Main Street, Marshall, MN 56258 ("GRANTEE").

Recitals

1. Under [Minn. Stat. 84.026](#), the Commissioner of Natural Resources is authorized to enter into contractual agreements with any public or private entity for the provision of statutorily prescribed natural resources services by the department.
2. Under Minnesota Laws 2021, 1st Special Session, Chapter 6, Article 1, Section 3, Subd. 5, the State has allocated funds for local parks and outdoor recreation areas under [Minn. Stat. 85.019](#).
3. The Grantee has made application to the State for a portion of the allocation for the purpose of conducting the project entitled Independence Park.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat.16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective Date

July 1, 2022, Notwithstanding Minnesota Statutes, section 16A.41, the Commissioner may make payments for otherwise eligible grant-program expenditures that are made on or after the effective date of the appropriation. No payments will be made to the Grantee until this grant contract is fully executed.

1.2 Expiration Date

June 30, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property Rights; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue, 15. Data Disclosure, 20. Resource Management and Protection and 24. Land Retention and Deed Restriction.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through Minn. Stat.16B.97 Subd. 4 (a) (1) and comply with Attachment A, Project Budget, which is incorporated and made a part

of this contract.

The Grantee agrees to complete the project in accordance with the approved budget to the extent practicable and within the project period specified in the grant contract. Any material change in the scope of the project, budget or completion date shall require prior written approval by the State.

3 Time

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

4 Consideration and Payment

4.1 Consideration

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) Compensation

The Grantee will be paid for all services performed pursuant to this grant contract not to exceed \$28,622.00.

(b) Matching Requirement

Grantee certifies that the following matching requirement for the Grant will be met by Grantee. The total project cost is \$57,244. The Grantee agrees to provide a nonstate cash match of a least \$28,622.00.

(c) Total Obligation

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$28,622.00.

4.2 Payment

The State will promptly pay the Grantee after the Grantee presents a payment request and required expenditure documentation for the services actually performed and the State's Authorized Representative accepts the documentation. Invoices must be submitted timely and according to the following schedule: Upon completion of services or up to four requests during the contract period. A final reimbursement of no more than 10% may be withheld until final completion of services.

4.3 Contracting and Bidding Requirements

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(b) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>.

5 Conditions of Payment

All services provided by the Grantee under this grant contract 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.

6 Authorized Representative

The State's Authorized Representative is Audrey Mularie, Grants Specialist Coordinator, Minnesota Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155, audrey.mularie@state.mn.us, 651.259.5549, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Scott VanDerMillen, 344 West Main Street, Marshall, MN 56258, scott.vandermillen@ci.marshall.mn.us, 507-537-6768 or his successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 Amendments

Any amendments to this grant contract 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 grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Agreement Complete

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

8 Liability

The 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 grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement. Nothing herein shall be deemed a waiver by the Grantee of the limits

on liability set forth in Minn. Stat. § 466.04 or a waiver of any available immunities or defenses. The Grantee's obligation to hold and save the Grantor harmless shall be limited by the limitations on liability set forth in Minn. Stat. § 466.04, as amended from time to time.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract 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 grant contract 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.

10 Government Data Practices and Intellectual Property Rights

10.1 *Government Data Practices*

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

10.2 *Intellectual Property Rights*

(A) *Intellectual Property Rights*. The 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 contract*. 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 the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. 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 the Grantee, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this contract. 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." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(B) *Obligations*

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 the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

2. *Representation.* The 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 the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The 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, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the 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. The 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 the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the 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 the 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 grant contract 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 contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 *Signage*

Any site funded by this grant contract shall display a sign at a prominent location at the entrance to the site and in a form approved by the State that acknowledges funding through this grant.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement.

Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 *Termination by the State*

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' 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 contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made 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.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the 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 Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities
- e) Any other applicable non-discrimination law(s).

17 Americans with Disabilities Act and Final Guidelines for Outdoor Developed Areas

The Grantee shall construct, operate, and maintain all facilities and programs in compliance with all state and federal accessibility laws, regulations, and guidelines including the [Final Guidelines for Outdoor Developed Areas](#). Information on compliance with the Americans with Disabilities Act is available at [U.S. Access Board](#).

18 Reporting

The Grantee shall submit a progress report, in a form prescribed by the State, by January 1 of each year during the term of this grant contract. A final report must be submitted with the request for final reimbursement. Forms will be provided by the State.

19 Inspections

The State's authorized representatives shall be allowed, at any time, to conduct periodic site visits and inspections to ensure work progress in accordance with this grant contract, including a final inspection upon project completion. Following closure of the project, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

20 Resource Management and Protection

The Grantee shall protect, manage, and maintain, or cause to maintain, the property acquired and/or developed pursuant to this grant contract. Properties shall be kept reasonably safe for public use, if applicable. All state and federal accessibility laws, regulations and standards shall be adhered to. Vegetation management and similar safeguards and supervision shall be provided to the extent feasible. Buildings, roads, trails and other structures and improvements, if any, shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration.

The Grantee shall keep the facility open to the general public at reasonable hours and at times of the year consistent with the purpose and type of use of the property and appropriate management and protection of natural resources.

21 Invasive Species Prevention

Grantees and subcontractors shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by Grantee furnished tool or equipment (brush/broom, compressed air, or pressure washer) at the staging area. The Grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the Grantee or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

22 Conflict of Interest

It is the policy of the State to work to deliberately avoid actual and potential conflict of interests related to grant making at both the individual and organizational levels.

A conflict of interest (actual or potential) occurs when a person has actual or apparent duty or loyalty to

more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it. The Grantee, by signing this contract with the State, certifies it has read and understands the Office of Grants Management [Conflict of Interest Policy 08-01](#), will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

23 Minnesota Historical Sites Act and Minnesota Field Archaeology Act

For projects involving land acquisition and/or construction, the State Historic Preservation Office must review the project to determine if the site is a potential location for historical or archeological findings. If the State Historic Preservation Office determines that a survey is required, the survey would need to be completed prior to any site disturbance for development projects and prior to the final reimbursement of the grant funds for acquisition projects.

24 Land Retention and Deed Restriction

24.1 Land Retention

All land within the project boundary must be retained and operated for outdoor recreation in perpetuity and a condition of this requirement must be recorded with the deed using language provided in the grant contract. This boundary must include all contiguous lands currently owned by the applicant and managed for public recreation and any additional land to be acquired with this grant.

No other use can be made of these lands without prior written approval of the State. The State will consider requests to convert these lands to other uses only if all practical alternatives have been evaluated and rejected on a sound basis and replacement lands of equal or greater fair market value and reasonably equivalent usefulness are acquired and dedicated to public outdoor recreation use.

24.2 Deed Restriction

The Grantee shall have the following condition recorded with the deed to all lands within the park as described in Attachment B – Boundary Map, incorporated in this contract, and submit an attested copy of the deed and the condition to the State:

In order to comply with the Department of Natural Resources Legacy Project Contract OR23-012, City of Marshall does hereby impose the following restrictions on the property described in Attachment B to that contract:

1. The property shall be permanently managed and maintained for public outdoor recreation use.
2. The Grantee shall not at any time convert any portion of the park area to uses other than public outdoor recreation use without the prior written approval of the State acting through its commissioner of natural resources.

25 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minn. Stat. 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to December 2014 version](#).

28 Force Majeure

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligation is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §

16A.15

Signed: DocuSigned by:
Karen Potvin
63FBE77957A34A8...

Date: July 12, 2022

SWIFT Contract/PO No(s). 215463/PO# 3000214240

2. GRANTEE

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

By: DocuSigned by:
Karla Brown
44B8EFBCA9F7411...

Title: Finance Director

Date: July 12, 2022

By: DocuSigned by:
Scott Vandermillen
FCCC81BF8BF9492...

Title: Director of Community Services

Date: July 12, 2022

3. STATE AGENCY

DocuSigned by:
By: Linda Erickson-Eastwood
3694054445D1471...
(with delegated authority)

Title: Division and Fiscal Services Unit Manager

Date: July 12, 2022

Distribution:
Agency
Grantee
State's Authorized Representative

Attachment A - Project Budget

Recipient: City of Marshall

Grant: OR23-012 Independence Park

Grant Amount: \$28,622

Local Match: \$28,622

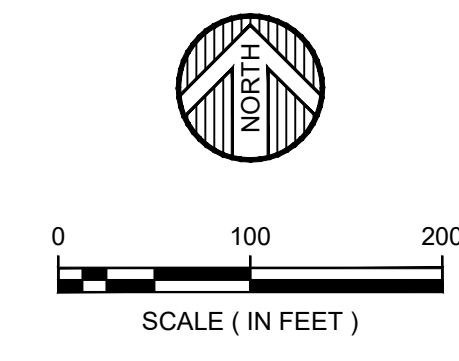
Total Cost: \$57,244

Project Scope

The City of Marshall will develop an inclusive playground.

Notes / Conditions

Project Component	Cost
Playground Equipment	\$25,000
Walkway	\$3,500
Synthetic Surface	\$24,000
Design and Engineering	\$4,744
Total Cost	\$57,244



CITY OF MARSHALL
 344 MAIN ST W
 MARSHALL, MN 56258-0477
 CONTACT: PRESTON STENSRUD
 PH: (507) 537-6786
 EMAIL: PRESTON.STENSRUD@CI.MARSHALL.MN.US

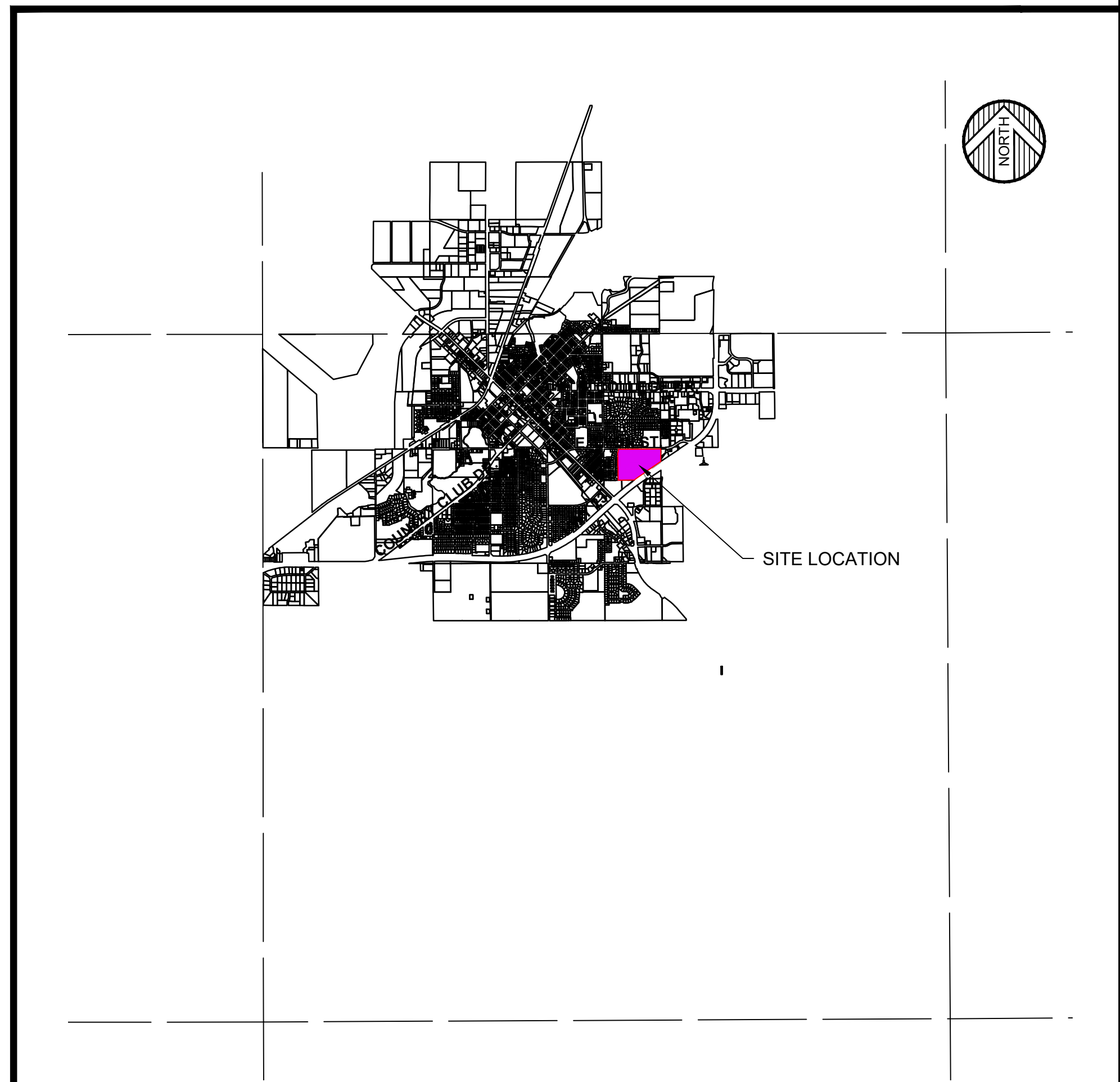
WIDSETH SMITH NOLTING
 3777 40th Avenue NW Suite 200
 ROCHESTER, MN 55901
 CONTACT: GAIL LEVERSON
 PH: (218) 308-2604

PROPOSED FEATURES LEGEND

	PROPOSED 4" TYPICAL CONCRETE
	PROPOSED SYNTHETIC TURF
	PROPOSED DEVELOPMENT ACCOMPLISHED WITH THIS GRANT

EXISTING FEATURES LEGEND

	EXISTING BITUMINOUS
	EXISTING CONCRETE
	EXISTING TREES
	EXISTING PARK BOUNDARY
	EXISTING FACILITIES THAT WILL REMAIN



GEOGRAPHIC LOCATION MAP

DATE	REVISION DESCRIPTION	BY

DATE: MARCH 2022	SCALE: AS SHOWN
DRAWN BY: RSH	CHECKED BY: RSH
JOB NUMBER: 2022-10349	

RECREATION SITE PLAN - INDEPENDENCE PARK

CITY OF MARSHALL

MARSHALL, MINNESOTA

RECREATION SITE PLAN

SHEET NO.	OF
C1.0	

J:\City of Marshall\38400\2022-10349\CADD\Civil\SP-2022-10349.dwg Plotted by: Ryan Hermes 3/29/2022 1:14:03 PM © 2022 WIDSETH SMITH NOLTING & ASSOCIATES, INC.

Meeting Date:	Tuesday, September 13, 2022
Category:	NEW BUSINESS
Type:	INFO/ACTION
Subject:	Marshall Fire Department Relief Association Benefit level increase request.

Background Information:	<p>The Marshall Fire Department Relief Associations’ current annual benefit level is \$5,807. The maximum benefit level allowed per our 2022 schedules is \$6,200. Our last benefit level increase was January 1st, 2017. This would be a 6.8% increase since 2017 or an approximate 1.1% annual increase.</p> <p>We have attached the schedule for 2023 that has already been submitted to the state auditor’s office, along with three different scenarios for years 2 and 3. The three scenarios assume a negative 5% return, 0% return, and our current inception date return of approximately 4.5%. All three scenarios assume a benefit level increase to \$6,200 with a \$0 contribution from the City of Marshall. We have also included our investment portfolio returns since 2/1/2001.</p> <p>Below is a list of comparable cities and their benefit levels, from the 2021 State Auditor’s report:</p> <ul style="list-style-type: none"> • Northfield - \$10,000 • Owatonna - \$7,500 • New Ulm - \$5,000 + a monthly benefit • Willmar - \$5,000 + PERA • Waseca - \$4,300 • Fairmont - \$3,800 + a monthly benefit • Hutchinson - \$3,660 + a monthly benefit • North Mankato - \$3,500 • St. Peter - \$3,000 • Worthington - \$2,921 + a monthly benefit • Albert Lea - \$2,500 + PERA • Faribault – Unknown, couldn’t find it. <p>Below shows the contributions from the City of Marshall to the fund over the past 10 years:</p> <ul style="list-style-type: none"> • 2021 - \$0 • 2020 - \$0 • 2019 - \$0 • 2018 - \$1,654 • 2017 - \$48,227 • 2016 - \$21,501 • 2015 - \$0 • 2014 - \$74,507 • 2013 - \$100,397 • 2012 - \$99,647
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Fiscal Impact:	\$0
Alternative/Variations:	None
Recommendations:	To approve the benefit level to \$6,200 from \$5,807 starting January 1, 2023.

OFFICE OF THE STATE AUDITOR

2022 Maximum Benefit Worksheet

	A	B	C	D	E
	Fire State Aid and Supplemental State Aid	Municipal Contribution	10% of Surplus *	Active Members in Relief Association	Per Year Average [(A + B + C) / D]
	(From FIRE-21)	(From FIRE-21)	(From SC-21)	(From FIRE-21)	
2021	107,585	0	79,635	44	4,255
	(From FIRE-20)	(From FIRE-20)	(From SC-20)	(From FIRE-20)	
2020	104,308	0	18,359	42	2,921
	(From FIRE-19)	(From FIRE-19)	(From SC-19)	(From FIRE-19)	
2019	100,826	0	19,794	42	2,872

* If deficit for the year, leave blank.

Average available financing per active member for the most recent 3-year period:
(sum of column E divided by 3)

3,349

Maximum Lump Sum Benefit Level under Minn. Stat. § 424A.02, subd. 3

6,200

Selected Period Performance

Period Ending: July 31, 2022

Marshall Firefighter`s Relief Association Agency (123008)

Managed since: February 01, 2001

Selected Period Performance

	Market Value	Year to Date (7 Months)	1 Year	3 Years	5 Years	10 Years	15 Years	Inception to Date 02/01/2001
Total Fund	2,699,180	-12.02	-9.27	5.53	6.02	4.43	5.01	5.10
Total Fd Net Fee	2,699,180	-12.33	-9.79	4.97	5.47	3.91	4.47	4.53
Fixed Income	1,110,759	-6.88	-8.07	-1.17	1.06	1.57	3.17	3.85
Investment Grade	1,110,759	-6.88	-8.07	-1.17				
U.S. Treasuries	2,997							
U.S. Agencies	298,004	-8.58	-9.82	-2.72				
Corporate Bonds	716,111	-7.01	-8.36	.21				
Mortgage Backed Securities	8,316	-2.79	-3.97	.32				
Taxable Municipal Bonds	85,331	-.90	-.71	1.31				
BB Intermediate US Aggregate Bond Index (USD)		-5.48	-6.58	.08	1.22	1.50	3.07	3.65
BB US Aggregate Bond Index (USD)		-8.16	-9.12	-.21	1.28	1.65	3.37	3.92
Equities	1,498,994	-15.77	-10.68	9.00	9.06			
Large Cap	679,749	-12.59	-4.88	13.03				
Large Cap Stocks	380,219	-13.29	-4.82	15.54				
Large Cap Mutual Fund	299,530	-11.64	-5.28	8.26				
S&P 500 Index (Gross) (USD)		-12.58	-4.64	13.36	12.83	13.80	9.41	7.34
Wilshire 5000 Index (Full Cap) (USD)		-14.41	-8.71	12.07	11.87	13.24	9.19	7.58
Mid Cap	242,251	-11.84	-7.72	10.81				
Mid Cap Stocks	110,480	-8.50	-7.19	12.35				
Mid Cap Mutual Fund	131,771	-15.01	-10.49	9.22				
Russell Midcap Index (USD)		-13.83	-9.83	9.47	9.69	12.32	8.72	8.95
Small Cap	119,362	-18.94	-12.54	10.35				
Small Cap Stocks	20,236	-15.58						
Small Cap Mutual Fund	99,126	-18.43	-12.49	10.37				
Russell 2000 Index (USD)		-15.43	-14.29	7.51	7.12	10.60	7.54	7.70
Developed International	368,839	-19.16	-15.39	4.88				
Developed Intl Stocks	24,531	-25.45	-13.67	-3.25				
Developed Intl Mutual Fund	344,308	-18.63	-15.37	5.15				
MSCI ACWI ex-USA (Net) (USD)		-15.63	-15.27	2.91	2.45	5.04	1.83	4.32

Selected Period Performance

Period Ending: July 31, 2022

Marshall Firefighter`s Relief Association Agency (123008)

Managed since: February 01, 2001

Selected Period Performance

	Market Value	Year to Date (7 Months)	1 Year	3 Years	5 Years	10 Years	15 Years	Inception to Date 02/01/2001
MSCI EAFE Index (Net) (USD)		-15.56	-14.32	3.16	2.61	5.79	1.85	3.88
Emerging Market	88,791	-26.85	-30.65	-4.53				
Emerging Market Mutual Fund	88,791	-26.85	-30.65	-4.53				
MSCI Emerging Markets Index (Net) (USD)		-17.83	-20.09	.90	.95	2.84	1.64	7.13
Citigroup 3 Month Treasury Bill Index (USD)		.28	.29	.58	1.09	.63	.68	1.32
Cash	89,428	.22	.23	.46	.92	.52		
Cash Equivalents	89,428	.23	.23	.45				
Tax-Exempt Money Market Fund	89,428	.23	.23	.45				
Citigroup 1 Month Treasury Bill Index (USD)		.21	.24	.49	1.03	.58	.61	1.24

OFFICE OF THE STATE AUDITOR

Financial Projections

	2022	2023	
Total Active Member Liabilities	1,850,810	2,071,317	
Total Deferred Member Liabilities	637,943	669,840	
Total Unpaid Installments	0	0	
Grand Total Special Fund Liability	A. 2,488,753	B. 2,741,157	
Normal Cost (Cell B minus Cell A)			C. 252,404

Projection of Net Assets for Year Ending December 31, 2022

Special Fund Assets at December 31, 2021 (FIRE-21 Form ending assets) 1 3,449,056

Projected Income for 2022

Fire State Aid (2021 fire state aid of \$88,906 may be increased by up to 3.5%)	D.	92,018
Supplemental State Aid (actual 2021 supplemental state aid)	E.	18,679
Municipal / Independent Fire Dept. Contributions	F.	0
Interest / Dividends	G.	80,961
Appreciation / (Depreciation)	H.	(567,756)
Member Dues	I.	0
Other Revenues	J.	2,000
Total Projected Income for 2022 (Add Lines D through J)	2	(374,098)

Projected Expenses for 2022

Service Pensions (fill in individual pension amounts below) K. 321,133

Names:	\$ Amounts:
R	203,245
B	117,888

Other Benefits	L.	2,000
Administrative Expenses	M.	10,500

Total Projected Expenses for 2022 (Add Lines K through M) 3 333,633

Projected Net Assets at December 31, 2022 (Add Lines 1 and 2, subtract Line 3) 4 2,741,325

Projection of Surplus or (Deficit) as of December 31, 2022

Projected Assets (Line 4)	5	2,741,325
2022 Accrued Liability (Page 4, cell A)	6	2,488,753
Surplus or (Deficit) (Line 5 minus Line 6)	7	252,572

Form SC-22

Marshall Fire Relief Association

OFFICE OF THE STATE AUDITOR
Calculation of Required Contribution

Year Incurred	Deficit Information - Original		Deficit Information - Adjusted		
	Original Amount	Amount Retired as of 12/31/2021	Original Amount	Amount Retired as of 12/31/2022	Amount Left to Retire 1/1/2023
2013	0	0			
2014	0	0			
2015	0	0			
2016	0	0			
2017	0	0			
2018	0	0			
2019	0	0			
2020	0	0			
2021	0	0			
2022					
Totals			0		0

Normal Cost		8	252,404
Projected Administrative Expense	Enter 2021 Admin Exp here: 9	10,380	10,743
Amortization of Deficit (Total of Original Amount column x 0.10)		10	0
10% of Surplus		11	25,257
Fire and Supplemental State Aid		12	110,697
Member Dues		13	0
5% of Projected Assets at December 31, 2022		14	137,066
Required Contribution (Add Lines 8, 9 and 10, subtract Lines 11, 12, 13 and 14. If negative, zero is displayed.)		15	0

No required contribution due in 2023.

OFFICE OF THE STATE AUDITOR

Financial Projections

	2022	2023	
Total Active Member Liabilities	1,237,306	1,435,364	
Total Deferred Member Liabilities	717,380	741,081	
Total Unpaid Installments	0	0	
Grand Total Special Fund Liability	A. 1,954,686	B. 2,176,445	
Normal Cost (Cell B minus Cell A)			C. 221,759

Projection of Net Assets for Year Ending December 31, 2022

Special Fund Assets at December 31, 2021 (FIRE-21 Form ending assets) 1 2,741,325

Projected Income for 2022

Fire State Aid (2021 fire state aid of \$88,906 may be increased by up to 3.5%)	D.	95,239
Supplemental State Aid (actual 2021 supplemental state aid)	E.	19,333
Municipal / Independent Fire Dept. Contributions	F.	0
Interest / Dividends	G.	50,000
Appreciation / (Depreciation)	H.	0
Member Dues	I.	0
Other Revenues	J.	5,000
Total Projected Income for 2022 (Add Lines D through J)	2	169,572

Projected Expenses for 2022

Service Pensions (fill in individual pension amounts below) K. 658,067

<u>Names:</u>	<u>\$ Amounts:</u>
J	185,824
D	185,824
D	30,814
M	133,658
M	121,947

Other Benefits	L.	5,000
Administrative Expenses	M.	11,000

Total Projected Expenses for 2022 (Add Lines K through M) 3 674,067

Projected Net Assets at December 31, 2022 (Add Lines 1 and 2, subtract Line 3) 4 2,236,830

Projection of Surplus or (Deficit) as of December 31, 2022

Projected Assets (Line 4)	5	2,236,830
2022 Accrued Liability (Page 4, cell A)	6	1,954,686
Surplus or (Deficit) (Line 5 minus Line 6)	7	282,144

OFFICE OF THE STATE AUDITOR
Calculation of Required Contribution

Year Incurred	Deficit Information - Original		Deficit Information - Adjusted		
	Original Amount	Amount Retired as of 12/31/2021	Original Amount	Amount Retired as of 12/31/2022	Amount Left to Retire 1/1/2023
2013	0	0			
2014	0	0			
2015	0	0			
2016	0	0			
2017	0	0			
2018	0	0			
2019	0	0			
2020	0	0			
2021	0	0			
2022					
Totals			0		0

Normal Cost	8	221,759
Projected Administrative Expense	9	10,380
Amortization of Deficit (Total of Original Amount column x 0.10)	10	0
10% of Surplus	11	28,214
Fire and Supplemental State Aid	12	114,572
Member Dues	13	0
5% of Projected Assets at December 31, 2022	14	111,842
Required Contribution (Add Lines 8, 9 and 10, subtract Lines 11, 12, 13 and 14. If negative, zero is displayed.)	15	0

No required contribution due in 2023.

OFFICE OF THE STATE AUDITOR

Financial Projections

	2022	2023	
Total Active Member Liabilities	1,107,106	1,298,964	
Total Deferred Member Liabilities	404,117	418,200	
Total Unpaid Installments	0	0	
Grand Total Special Fund Liability	A. 1,511,223	B. 1,717,164	
Normal Cost (Cell B minus Cell A)			C. 205,941

Projection of Net Assets for Year Ending December 31, 2022

Special Fund Assets at December 31, 2021 (FIRE-21 Form ending assets) 1

Projected Income for 2022

Fire State Aid (2021 fire state aid of \$88,906 may be increased by up to 3.5%)	D.	<input type="text" value="98,572"/>
Supplemental State Aid (actual 2021 supplemental state aid)	E.	<input type="text" value="20,010"/>
Municipal / Independent Fire Dept. Contributions	F.	<input type="text" value="0"/>
Interest / Dividends	G.	<input type="text" value="50,000"/>
Appreciation / (Depreciation)	H.	<input type="text" value="0"/>
Member Dues	I.	<input type="text" value="0"/>
Other Revenues	J.	<input type="text" value="6,000"/>
Total Projected Income for 2022 (Add Lines D through J)		2 <input type="text" value="174,582"/>

Projected Expenses for 2022

Service Pensions (fill in individual pension amounts below) K.

<u>Names:</u>	<u>\$ Amounts:</u>
M	<input type="text" value="136,400"/>
T	<input type="text" value="120,900"/>
T	<input type="text" value="33,081"/>
T	<input type="text" value="40,942"/>
J/D	<input type="text" value="128,093"/>

Other Benefits	L.	<input type="text" value="6,000"/>
Administrative Expenses	M.	<input type="text" value="13,000"/>

Total Projected Expenses for 2022 (Add Lines K through M) 3

Projected Net Assets at December 31, 2022 (Add Lines 1 and 2, subtract Line 3) 4

Projection of Surplus or (Deficit) as of December 31, 2022

Projected Assets (Line 4)	5	<input type="text" value="1,932,996"/>
2022 Accrued Liability (Page 4, cell A)	6	<input type="text" value="1,511,223"/>
Surplus or (Deficit) (Line 5 minus Line 6)	7	<input type="text" value="421,773"/>

OFFICE OF THE STATE AUDITOR
Calculation of Required Contribution

Deficit Information - Original			Deficit Information - Adjusted		
Year Incurred	Original Amount	Amount Retired as of 12/31/2021	Original Amount	Amount Retired as of 12/31/2022	Amount Left to Retire 1/1/2023
2013	0	0			
2014	0	0			
2015	0	0			
2016	0	0			
2017	0	0			
2018	0	0			
2019	0	0			
2020	0	0			
2021	0	0			
2022					
Totals			0		0

Normal Cost	8	205,941
Projected Administrative Expense	9	10,743
Amortization of Deficit (Total of Original Amount column x 0.10)	10	0
10% of Surplus	11	42,177
Fire and Supplemental State Aid	12	118,582
Member Dues	13	0
5% of Projected Assets at December 31, 2022	14	96,650
Required Contribution (Add Lines 8, 9 and 10, subtract Lines 11, 12, 13 and 14. If negative, zero is displayed.)	15	0

No required contribution due in 2023.

OFFICE OF THE STATE AUDITOR

Financial Projections

	2022	2023	
Total Active Member Liabilities	1,237,306	1,435,364	
Total Deferred Member Liabilities	718,360	742,110	
Total Unpaid Installments	0	0	
Grand Total Special Fund Liability	A. 1,955,666	B. 2,177,474	
Normal Cost (Cell B minus Cell A)			C. 221,808

Projection of Net Assets for Year Ending December 31, 2022

Special Fund Assets at December 31, 2021 (FIRE-21 Form ending assets) 1 2,741,325

Projected Income for 2022

Fire State Aid (2021 fire state aid of \$88,906 may be increased by up to 3.5%)	D.	95,239
Supplemental State Aid (actual 2021 supplemental state aid)	E.	19,333
Municipal / Independent Fire Dept. Contributions	F.	0
Interest / Dividends	G.	50,000
Appreciation / (Depreciation)	H.	123,360
Member Dues	I.	0
Other Revenues	J.	5,000
Total Projected Income for 2022 (Add Lines D through J)	2	292,932

Projected Expenses for 2022

Service Pensions (fill in individual pension amounts below) K. 658,067

<u>Names:</u>	<u>\$ Amounts:</u>
J	185,824
D	185,824
D	30,814
M	133,658
M	121,947

Other Benefits	L.	5,000
Administrative Expenses	M.	11,000

Total Projected Expenses for 2022 (Add Lines K through M) 3 674,067

Projected Net Assets at December 31, 2022 (Add Lines 1 and 2, subtract Line 3) 4 2,360,190

Projection of Surplus or (Deficit) as of December 31, 2022

Projected Assets (Line 4)	5	2,360,190
2022 Accrued Liability (Page 4, cell A)	6	1,955,666
Surplus or (Deficit) (Line 5 minus Line 6)	7	404,524

OFFICE OF THE STATE AUDITOR
Calculation of Required Contribution

Year Incurred	Deficit Information - Original		Deficit Information - Adjusted		
	Original Amount	Amount Retired as of 12/31/2021	Original Amount	Amount Retired as of 12/31/2022	Amount Left to Retire 1/1/2023
2013	0	0			
2014	0	0			
2015	0	0			
2016	0	0			
2017	0	0			
2018	0	0			
2019	0	0			
2020	0	0			
2021	0	0			
2022					
Totals			0		0

Normal Cost	8	221,808
Projected Administrative Expense	9	10,743
Amortization of Deficit (Total of Original Amount column x 0.10)	10	0
10% of Surplus	11	40,452
Fire and Supplemental State Aid	12	114,572
Member Dues	13	0
5% of Projected Assets at December 31, 2022	14	118,010
Required Contribution (Add Lines 8, 9 and 10, subtract Lines 11, 12, 13 and 14. If negative, zero is displayed.)	15	0

No required contribution due in 2023.

OFFICE OF THE STATE AUDITOR

Financial Projections

	2022	2023	
Total Active Member Liabilities	1,107,106	1,298,964	
Total Deferred Member Liabilities	404,117	418,200	
Total Unpaid Installments	0	0	
Grand Total Special Fund Liability	A. 1,511,223	B. 1,717,164	
Normal Cost (Cell B minus Cell A)			C. 205,941

Projection of Net Assets for Year Ending December 31, 2022

Special Fund Assets at December 31, 2021 (FIRE-21 Form ending assets) 1 2,360,190

Projected Income for 2022

Fire State Aid (2021 fire state aid of \$88,906 may be increased by up to 3.5%)	D.	98,572
Supplemental State Aid (actual 2021 supplemental state aid)	E.	20,010
Municipal / Independent Fire Dept. Contributions	F.	0
Interest / Dividends	G.	50,000
Appreciation / (Depreciation)	H.	106,209
Member Dues	I.	0
Other Revenues	J.	6,000
Total Projected Income for 2022 (Add Lines D through J)	2	280,791

Projected Expenses for 2022

Service Pensions (fill in individual pension amounts below) K. 459,416

<u>Names:</u>	<u>\$ Amounts:</u>
M	136,400
T	120,900
T	33,081
T	40,942
J/D	128,093

Other Benefits	L.	6,000
Administrative Expenses	M.	13,000

Total Projected Expenses for 2022 (Add Lines K through M) 3 478,416

Projected Net Assets at December 31, 2022 (Add Lines 1 and 2, subtract Line 3) 4 2,162,565

Projection of Surplus or (Deficit) as of December 31, 2022

Projected Assets (Line 4)	5	2,162,565
2022 Accrued Liability (Page 4, cell A)	6	1,511,223
Surplus or (Deficit) (Line 5 minus Line 6)	7	651,342

OFFICE OF THE STATE AUDITOR
Calculation of Required Contribution

Year Incurred	Deficit Information - Original		Deficit Information - Adjusted		
	Original Amount	Amount Retired as of 12/31/2021	Original Amount	Amount Retired as of 12/31/2022	Amount Left to Retire 1/1/2023
2013	0	0			
2014	0	0			
2015	0	0			
2016	0	0			
2017	0	0			
2018	0	0			
2019	0	0			
2020	0	0			
2021	0	0			
2022					
Totals			0		0

Normal Cost	8	205,941
Projected Administrative Expense	9	10,743
Amortization of Deficit (Total of Original Amount column x 0.10)	10	0
10% of Surplus	11	65,134
Fire and Supplemental State Aid	12	118,582
Member Dues	13	0
5% of Projected Assets at December 31, 2022	14	108,128
Required Contribution (Add Lines 8, 9 and 10, subtract Lines 11, 12, 13 and 14. If negative, zero is displayed.)	15	0

No required contribution due in 2023.

OFFICE OF THE STATE AUDITOR

Financial Projections

	2022	2023	
Total Active Member Liabilities	1,237,306	1,435,364	
Total Deferred Member Liabilities	716,819	740,492	
Total Unpaid Installments	0	0	
Grand Total Special Fund Liability	A. 1,954,125	B. 2,175,856	
Normal Cost (Cell B minus Cell A)			C. 221,731

Projection of Net Assets for Year Ending December 31, 2022

Special Fund Assets at December 31, 2021 (FIRE-21 Form ending assets) 1 2,741,325

Projected Income for 2022

Fire State Aid (2021 fire state aid of \$88,906 may be increased by up to 3.5%)	D.	95,239
Supplemental State Aid (actual 2021 supplemental state aid)	E.	19,333
Municipal / Independent Fire Dept. Contributions	F.	0
Interest / Dividends	G.	50,000
Appreciation / (Depreciation)	H.	(137,066)
Member Dues	I.	0
Other Revenues	J.	5,000
Total Projected Income for 2022 (Add Lines D through J)	2	32,506

Projected Expenses for 2022

Service Pensions (fill in individual pension amounts below) K. 658,067

Names:	\$ Amounts:
J	185,824
D	185,824
D	30,814
M	133,658
M	121,947

Other Benefits	L.	5,000
Administrative Expenses	M.	11,000

Total Projected Expenses for 2022 (Add Lines K through M) 3 674,067

Projected Net Assets at December 31, 2022 (Add Lines 1 and 2, subtract Line 3) 4 2,099,764

Projection of Surplus or (Deficit) as of December 31, 2022

Projected Assets (Line 4)	5	2,099,764
2022 Accrued Liability (Page 4, cell A)	6	1,954,125
Surplus or (Deficit) (Line 5 minus Line 6)	7	145,639

OFFICE OF THE STATE AUDITOR
Calculation of Required Contribution

Year Incurred	Deficit Information - Original		Deficit Information - Adjusted		
	Original Amount	Amount Retired as of 12/31/2021	Original Amount	Amount Retired as of 12/31/2022	Amount Left to Retire 1/1/2023
2013	0	0			
2014	0	0			
2015	0	0			
2016	0	0			
2017	0	0			
2018	0	0			
2019	0	0			
2020	0	0			
2021	0	0			
2022					
Totals			0		0

Normal Cost	8	221,731
Projected Administrative Expense	9	10,380
Amortization of Deficit (Total of Original Amount column x 0.10)	10	0
10% of Surplus	11	14,564
Fire and Supplemental State Aid	12	114,572
Member Dues	13	0
5% of Projected Assets at December 31, 2022	14	104,988
Required Contribution (Add Lines 8, 9 and 10, subtract Lines 11, 12, 13 and 14. If negative, zero is displayed.)	15	0

No required contribution due in 2023.

OFFICE OF THE STATE AUDITOR

Financial Projections

	2022	2023	
Total Active Member Liabilities	1,107,106	1,298,964	
Total Deferred Member Liabilities	404,117	418,200	
Total Unpaid Installments	0	0	
Grand Total Special Fund Liability	A. 1,511,223	B. 1,717,164	
Normal Cost (Cell B minus Cell A)			C. 205,941

Projection of Net Assets for Year Ending December 31, 2022

Special Fund Assets at December 31, 2021 (FIRE-21 Form ending assets) 1 2,099,764

Projected Income for 2022

Fire State Aid (2021 fire state aid of \$88,906 may be increased by up to 3.5%)	D.	98,572
Supplemental State Aid (actual 2021 supplemental state aid)	E.	20,010
Municipal / Independent Fire Dept. Contributions	F.	0
Interest / Dividends	G.	50,000
Appreciation / (Depreciation)	H.	(104,988)
Member Dues	I.	0
Other Revenues	J.	6,000
Total Projected Income for 2022 (Add Lines D through J)	2	69,594

Projected Expenses for 2022

Service Pensions (fill in individual pension amounts below) K. 459,416

<u>Names:</u>	<u>\$ Amounts:</u>
M	136,400
T	120,900
T	33,081
T	40,942
J/D	128,093

Other Benefits	L.	6,000
Administrative Expenses	M.	13,000

Total Projected Expenses for 2022 (Add Lines K through M) 3 478,416

Projected Net Assets at December 31, 2022 (Add Lines 1 and 2, subtract Line 3) 4 1,690,942

Projection of Surplus or (Deficit) as of December 31, 2022

Projected Assets (Line 4)	5	1,690,942
2022 Accrued Liability (Page 4, cell A)	6	1,511,223
Surplus or (Deficit) (Line 5 minus Line 6)	7	179,719

OFFICE OF THE STATE AUDITOR
Calculation of Required Contribution

Year Incurred	Deficit Information - Original		Deficit Information - Adjusted		
	Original Amount	Amount Retired as of 12/31/2021	Original Amount	Amount Retired as of 12/31/2022	Amount Left to Retire 1/1/2023
2013	0	0			
2014	0	0			
2015	0	0			
2016	0	0			
2017	0	0			
2018	0	0			
2019	0	0			
2020	0	0			
2021	0	0			
2022					
Totals			0		0

Normal Cost	8	205,941
Projected Administrative Expense	9	10,743
Amortization of Deficit (Total of Original Amount column x 0.10)	10	0
10% of Surplus	11	17,972
Fire and Supplemental State Aid	12	118,582
Member Dues	13	0
5% of Projected Assets at December 31, 2022	14	84,547
Required Contribution (Add Lines 8, 9 and 10, subtract Lines 11, 12, 13 and 14. If negative, zero is displayed.)	15	0

No required contribution due in 2023.



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, September 13, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider approval of Joint Powers Agreement renewal with Marshall Public Schools.
Background Information:	This Agreement is reviewed and renewed annually. Southview Elementary replaces West Side Elementary and the CTE Center (upon completion) are added to the School Facilities section. Supervision of the Adult Basic Education program will be redirected to the Director of Business Services for Marshall Public Schools.
Fiscal Impact:	N/A
Alternative/ Variations:	
Recommendations:	Approve agreement as presented.

JOINT POWERS AGREEMENT

**AGREEMENT BETWEEN THE CITY OF MARSHALL AND INDEPENDENT SCHOOL DISTRICT #413
RELATING TO THE ESTABLISHMENT AND OPERATION OF A JOINTLY SPONSORED
COMMUNITY EDUCATION AND RECREATION PROGRAM AND SHARED FACILITIES USE**

AGREEMENT, as amended, on this **19th day of September 2022** by and between INDEPENDENT SCHOOL DISTRICT NO. 413, Marshall, Minnesota ("School District") and the CITY OF MARSHALL, a Minnesota municipal corporation ("City").

WHEREAS, the School District is organized for the purpose of providing public school education, including life-long learning opportunities, continuing education programs and associated recreation programs within its geographic boundaries; and

WHEREAS, the City is authorized to and does provide recreation and civic programs for citizens within its geographic boundaries; and

WHEREAS, the School District and the City ("Sponsors") desire to cooperate in the establishment and operation of a Community Education and Recreation Program, as that term is defined herein below in Article 1, within the total area encompassed by the boundaries of the City and the School District.

NOW, THEREFORE, the Sponsors hereby agree to as follows:

ARTICLE 1. JOINT POWERS AGREEMENT

1.1. **Purpose:** The Sponsors, in order to better coordinate education and recreation programs and facilities, to eliminate duplication of services, and to maximize the effectiveness of the services/programs offered do hereby establish a joint powers agreement to operate a Community Education and Recreation Program in accordance with Minnesota Statutes Sec. 471.59 and other applicable laws delineating the powers and duties of the Sponsors.

1.2. **Definition:** The Community Education and Recreation Program is defined as follows:

A program of social, educational, vocational and recreational services and coordination utilizing School District facilities, City park and recreation facilities, and private resources for all ages, for all social and economic groups residing within the geographic boundaries of the Sponsors. Services and programs **offered by Sponsors may be amended as agreed by Sponsors.**

ARTICLE 2. GOVERNANCE

2.1. **Establishment:** A joint powers board known as the Marshall Community Services Advisory Board ("Board") has been previously established through resolution upon signing of this Joint Powers Agreement by each Sponsor.

Each party hereto has been duly authorized by its governing body to execute this Agreement in furtherance of the purposes contained herein.

2.2. **Powers:** The Board is advisory in nature and shall have all expressed and necessarily implied powers and duties set forth in this Joint Powers Agreement and any Amendments thereto.

2.3. **Membership and Term of Office:** The Board shall consist of twelve (12) voting members, including one City Council member and one School Board member, jointly appointed by the Marshall City Council and the Marshall Board of Education. Reference the Agreement bylaws for the Procedure for the Appointment of Members to the Board.

- 2.4. Quorum: A quorum of the Board shall consist of seven (7) members.
- 2.5. Voting: Each member of the Board shall have one (1) vote on any matter presented for approval by the Board.
- 2.6. Meetings: The Board shall meet bi-monthly at times and places established by the Board. A schedule of such meetings shall be available at the City Administration Office and the Office of the Superintendent of Schools. Notice to members and the public of all meetings shall comply with the Minnesota Open Meeting Law.
- 2.7. Program Administration: An individual licensed by the State of Minnesota to administer and manage community education and recreation programs will be employed and funded by the City. This Individual, as designated by the City Administrator, shall serve as the Community Education Director and shall serve as a non-voting ex-officio member **of the Board**.
- 2.8. By-laws: The Board may create and modify policies or by-laws governing its procedures as it sees fit and amend or modify from time to time as it deems appropriate. Such policies or by-laws shall be approved by the City Council and the Board of Education. These policies or by-laws may include the time, location, and frequency of its regular meetings, the manner of calling special meetings, the duties and powers of its officers, and such other provisions as it may be useful and necessary for the efficient conduct of its business. No policy or by-law shall be adopted which conflicts with the provisions of the Agreement, the Joint Powers Act, the laws or rules of the State of Minnesota, or federal laws and regulations.
- 2.9. Conduct of Business: The Board may continue to conduct business at any meeting at which a quorum was present, even though a member or members have left the meeting and a quorum is no longer present.

The Board shall annually elect one (1) member to serve as Chairperson, one (1) member to serve as Vice Chairperson, and one (1) member to serve as Secretary. The Board may adopt such rules of procedure as it deems necessary and appropriate.

ARTICLE 3. POWERS AND DUTIES

- 3.1. Specifications: The Board serves in an advisory capacity to the City Council and the Board of Education and shall have such powers and duties as specified in this Agreement or as may hereafter be assigned to it by written agreement and resolutions adopted by both the City and the School District that are in accordance with state law, as follows:
 - a. The Board shall serve in an advisory capacity to the City Council and Board of Education on all business relating to the operations, personnel, and budget for all services and programming the **S**ponsors jointly agree to offer. Reference Exhibit A for listing of operations applicable to this Agreement.
 - b. The Board shall plan and establish a joint community services program for the City and School District according to the needs of the community.
 - c. The Community Education Director shall work with the City and School District finance departments to facilitate financial matters and procedures.
 - d. The Board shall review the annual budget and develop recommendations that shall be submitted to the School District and City.
 - e. The Board shall be responsible to **monitor regularly**, the finances for operations of the City Community Services programs and the Marshall Board of Education budgets under Section 5.2.a. and other provisions of this Agreement, and to advise the Sponsors as deemed appropriate.
 - f. The Board shall make recommendations to the City Council and the Board of Education on amendments to rules, policies, or procedures in order to advance the purpose of this agreement.
 - g. The Board shall advise in the acquisition, development and maintenance of recreation and leisure facilities and parks.
 - h. The Board shall publicize and engage in collaborative programs and services.

ARTICLE 4. FACILITIES

- 4.1. Usage: Each Sponsor shall determine which of its lands, buildings, and equipment will be made available. Reference Exhibit B for a listing of facilities. Each Sponsor shall adopt a policy for the use of the facilities stating general policies, scheduling practices and priorities. Each use policy shall be approved by the respective governing authority.
- 4.2. Maintenance and Insurance: Each Sponsor will make their respective facilities available at no cost unless otherwise identified and mutually agreed upon to provide services and programs. Each Sponsor shall retain responsibility for maintaining their own respective facilities, including but not limited to: maintaining insurance, providing all utility, custodial, and maintenance services in a manner consistent with its use.

ARTICLE 5. PERSONNEL/ PROGRAMMING

- 5.1. Community Education Director: An individual licensed by the State of Minnesota to administer and manage community education and recreation programs will be employed and funded by the City. The City Administrator shall designate the individual as the Community Education Director. The City, with input from the Superintendent, will provide for annual performance evaluations for this employee in accordance with the City's policy.
- 5.2. Other Personnel:
 - a. The School District shall employ personnel or contract for such services and provide the budget necessary to implement, but not limited to the following programs: Early Childhood and Family Education, Adult Basic Education, Parent/Student Connectors, and Driver's Education.
 - b. The City shall employ or contract for such services and be responsible to provide the supervision and budget necessary to implement all other community education and recreation programming not specified in 5.2.a. above.
- 5.3. Supervision: The Community Education Director shall be responsible to oversee the supervision and evaluation of performance of **Driver Education** personnel employed by the School District as referenced in 5.2.a., and the City as referenced in 5.2.b. The personnel management and performance evaluation of personnel in these instances shall be performed in accordance with the respective Sponsor's policies and procedures utilizing established Sponsor forms. Reference Appendix A and B for respective organizational charts that may be updated as changes occur.

ARTICLE 6. FINANCES/ BUDGET

- 6.1. Community Education Revenue: The School District shall levy funds in accordance with Minnesota Statute 124D.20 for general community education, youth service programs, and youth after-school enrichment programs. Upon School District annual budgetary adoption, an itemized summary of the utilization/allocation of these funds shall be provided annually to the Board for review.
- 6.2. Transfer of Funds: The School District shall transfer levy and aid Fund 4 Community Education funding revenues to the City's General Fund for management of the Community Education and Recreation Programs. The transfer of funds to the City shall occur within thirty days of receipt of **funds** from the State, which occurs in February and October. The payments shall be made by check to:

City of Marshall
Attn: Finance Director
344 West Main Street
Marshall, MN 56258

- 6.3. Budget Administration: The Community Education Director shall prepare an annual Community Services Division budget and submit the same for review to the Board. Upon recommendation by the Community Education Director, the City Council shall amend and adopt the Community Services Division budget.

The Community Education Director shall also prepare an annual budget to the Board related to the budget request to the Marshall Board of Education. Upon recommendation by the Community Education Director, the Marshall Board of Education shall amend and adopt those related budgets.

- 6.4. Board Financial Oversight: The Board shall be responsible to monitor the finances, including but not limited to, regular budget to actual expenditures of the operations of the City Community Services Programs and of the Marshall Board of Education budgets under 5.2.a. and other provisions of this Agreement. The Board shall advise the City Council and Board of Education on related financial matters as deemed appropriate.

ARTICLE 7. INSURANCE

- 7.1. Sponsors Insurance: Each Sponsor agrees to maintain a commercial general public liability insurance policy and property insurance naming the other sponsor as an additional insured in amounts no less than the statutory limits of liability set forth in Minnesota Statutes Section 466.04. Each Sponsor agrees annually to provide and jointly review their respective copies of the Certificates of Insurance to:

Director of Business Services
401 South Saratoga Street
Marshall, MN 56258

Finance Director
344 West Main Street
Marshall, MN 56258

- 7.2. Workers Compensation: The Sponsors shall maintain workers compensation coverage and any other coverage required for employees of the respective organizations. Each Sponsor agrees to provide their respective copies of policies to the Sponsor representatives listed in article 7.1. above.
- 7.3. Indemnity: The Sponsors agree to indemnify and hold each other harmless for any and all liability, claims, and causes of action of any kind or nature which are related to the programs or services that may be offered under this Agreement.

ARTICLE 8. DISPUTE RESOLUTION

- 8.1. Disputes: A dispute is defined as a disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. Disputes between the Sponsors hereto shall be resolved utilizing the procedures set forth in this Article.
- 8.2. Notice: Written notice of the dispute shall be received in accordance with Article 10.1. The Superintendent and City Administrator shall, in turn, provide notice to all members of their respective governing authorities.

Meetings: The School District and the City shall meet within thirty days of written notice of the dispute. The Sponsors shall be represented by: Board of Education Chair, City of Marshall Mayor, School Superintendent, City Administrator and the Community Education Director. Where a dispute involves the Community Education Director, the Community Education Director may be excused from the meeting. The Sponsors shall formulate a recommendation to present to their respective governing bodies. These meetings are not subject to the requirements of the Minnesota Open Meeting Law, **pursuant to Minn. Statute Statute §13D.05 Subd. 2(b)**.

- 8.3. Mediation: If the subject dispute cannot be resolved under the procedure established in Article 8.3., the Sponsors will engage in non-binding mediation through a mutually acceptable mediator. In the event the Sponsors are unable to agree on a mediator, a mediator will be selected through alternate striking from a list of names of mediators provided by the Bureau of Mediation Services. The Sponsors agree to **share the costs of mediation equally**.
- 8.4. Resolution: In the event the dispute cannot be resolved through mediation, any contractual dispute or dispute over liability for debts or distribution of assets shall be resolved through the courts as provided by law. All other non-resolved disputes shall be resolved through mutual consultant to terminate this Agreement in accordance with the provisions of Article 9, or as mutually agreed upon. Such agreement shall not relieve either Sponsor from financial or legal commitments entered into pursuant to this Agreement.

ARTICLE 9. REVIEW/ TERMINATION

- 9.1. Review: This Agreement shall be reviewed by the Board of Education and the City Council annually. The Community Education Director shall initiate review of the Agreement. Any amendments to the Agreement need to be reviewed, added, and agreed to by the Sponsors in accordance with Article 10.2.
- 9.2. Termination: This Agreement shall remain in effect and shall govern the jointly sponsored Community Education and Recreation Program and Shared Facilities Use, unless the Sponsors mutually agree to terminate this Agreement. If a Sponsor proposes to terminate without mutual agreement of the other Sponsor, the Dispute Resolution process in Article 8 shall govern. Upon termination of this Agreement, each Sponsor shall be responsible for any of its financial obligations incurred up to the date of completion of the termination. Upon termination of the Agreement, any assets belonging to the Board shall be distributed to the Sponsors as agreed by the Board, taking into consideration the entity whose funds furnished the assets and the entity that will use the assets and implement the programs following termination of the Agreement.

ARTICLE 10. GENERAL PROVISIONS

- 10.1. Notices: All notices required to be given under this Agreement shall be in writing and be addressed to the Board of Education Chairperson, Mayor of the City, and the Marshall Community Services Advisory Board Chairperson.

Marshall Board of Education Chairperson 401 South Saratoga Street Marshall, MN 56258	Mayor, City of Marshall 344 West Main Street Marshall, MN 56258
MCS Advisory Board Chairperson 344 West Main Street Marshall, MN 56258	

Copies shall be sent to the School Superintendent and City Administrator.

Independent School District #413 Superintendent 401 South Saratoga Street Marshall, MN 56258	Marshall City Administrator 344 West Main Street Marshall, MN 56258
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All notices shall be sent via certified mail, return receipt requested, or personally delivered and shall be deemed given upon delivery.

- 10.2. Amendments: This Agreement may be amended by approval of each of the Sponsors and filed with the Board.

- 10.3. Savings Clause: Should any provision of this Agreement be found unlawful, the other provisions of this Agreement shall remain in full force and effect if by so doing the purposes of this Agreement taken as a whole can be made operative. Should any provision be found unlawful, the Board of Education and /or City Council shall attempt to agree upon an amendment to this Agreement to replace the unlawful part.
- 10.4. Captions: Captions used in this Agreement are for reference purposes only and shall not be considered in interpreting the substance of this Agreement.
- 10.5. Entire Agreement: The Agreement, together with any exhibits attached hereto, constitutes the entire understanding and agreement of the parties hereto in relation to the subject matter hereof. This agreement supersedes all prior agreements, written or oral, between the City and the School District, and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by the City and the School District.

ARTICLE 11. NONDISCRIMINATION

- 11.1. Access: Access to Community Education and Recreation Programs and Shared Facilities Use Agreement shall be available to all residents of the Sponsoring agencies without regard to race, color, creed, religion, national origin, gender or sexual orientation, disability or public assistance status.
- 11.2. Employment: No applicant for employment or employee hired pursuant to the Agreement shall be discriminated against with respect to that person's race, color, creed, religion, national origin, gender or sexual orientation, disability or public assistance status.

IN WITNESS WHEREOF the sponsors hereto have caused this agreement to be executed by their respective duly authorized officers pursuant to the authority granted by the attached resolutions adopted by the City Council of Marshall and the Board of Education of Independent District No. 413.

Marshall Public Schools ISD 413

City of Marshall

Board of Education Chair

Mayor

Superintendent of Schools

City Administrator

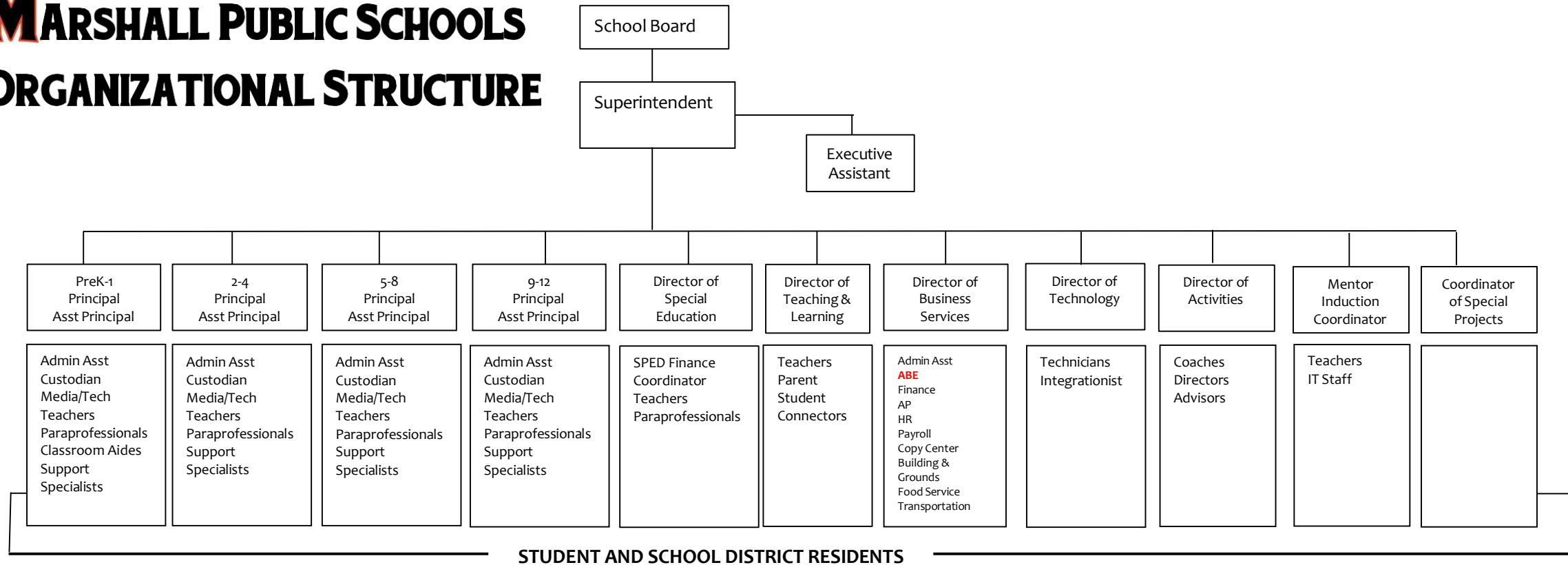
School Board Clerk

Date: _____

Date: _____

MARSHALL PUBLIC SCHOOLS

ORGANIZATIONAL STRUCTURE



SCHOOL BOARD APPOINTMENTS

Jeff Chapman, Chair
 Matt Coleman, Vice-Chair
 Aaron Ziemer, Treasurer
 Bill Mulso, Clerk
 Bill Swope, Director
 Sara Runchey, Director

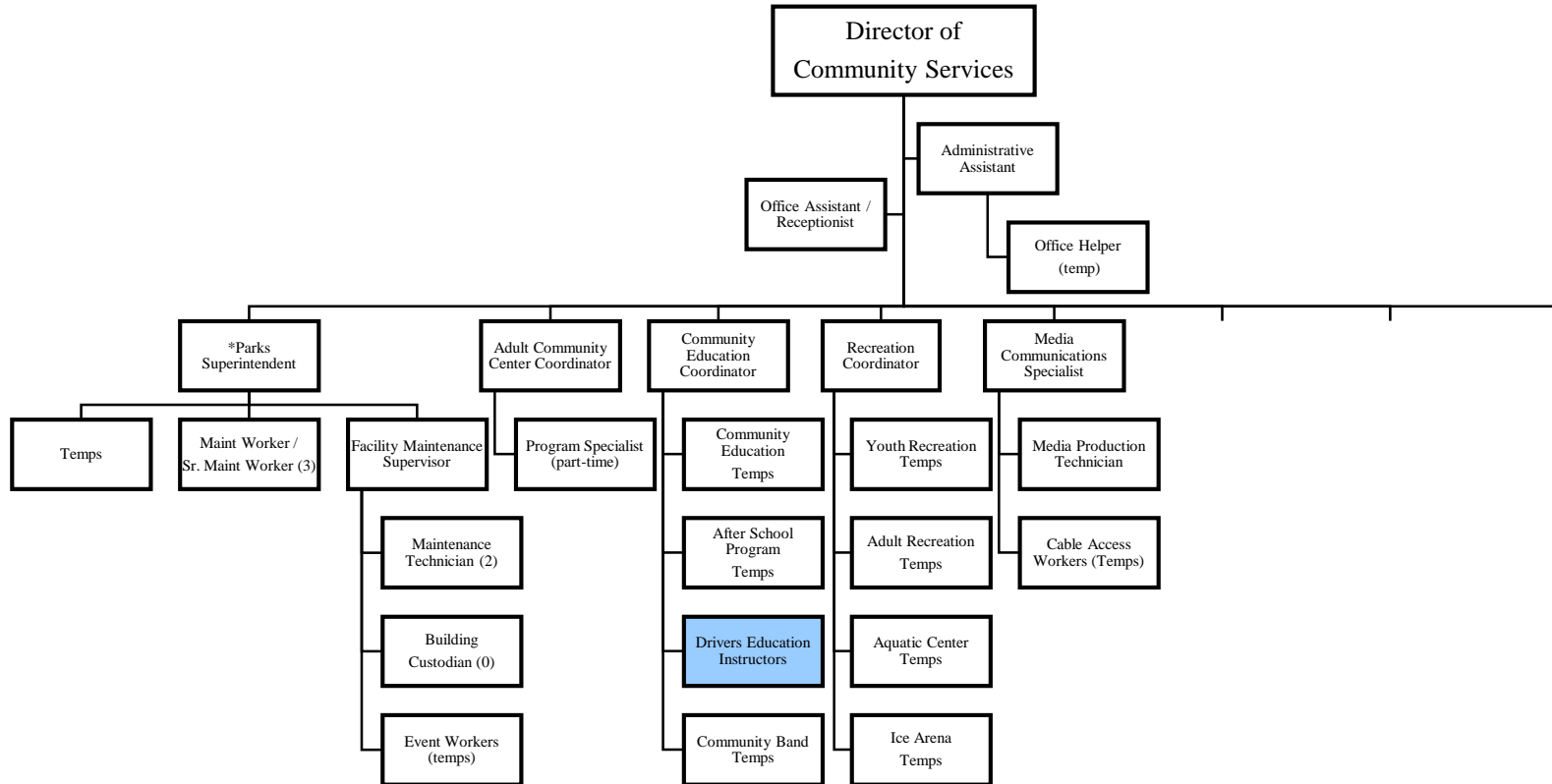


DISTRICT ADMINISTRATION

Jeremy Williams, Superintendent
 Dion Caron, Director of Business Services
 Beth Ritter, Director of Teaching & Learning
 Jackie Budden, Director of Special Education

Mission: To educate, support and prepare all learners for success.
Vision: To be the premier school district where every student is inspired every day.

Organization Chart—Community Services City of Marshall, Minnesota



*Responsibility Facilities:
City Parks/Trails
Red Baron Arena & Expo Center
Aquatic Center

Blue shaded boxes reflect a Joint Powers Agreement program with the School District. Personnel paid on a contract basis by the School District, as agreed upon by the Director of Community Services and the School District Director of Business Services. City Staff provide supervision. Personnel reporting to the Director of Community Services also report to the School District Director of Business Services.

FACILITIES

School Facilities

City Facilities

Park Side Elementary	American Legion Field Park
Southview Elementary	Marshall Aquatic Center
Marshall Middle School	Liberty Park
Marshall High School	Independence Park
MA-TEC	Adult Community Center
District Office	Red Baron Arena & Expo
MPS Outdoor Practice Fields	Memorial Park
CTE Center	Justice Park
	Freedom Park
	Channel Parkway Softball Complex
	Victory Park
	Patriot Park
	Municipal Building
	Marshall Lyon County Library
	Merit Center
	Amateur Sports Complex

EXHIBIT A

JOINT PROGRAMS/ SERVICES *

Southwest Regional Amateur Sports Commission (REC)
Adult Basic Education (CE)
Driver's Education Program (CE)
After School Program all locations (CE)
Youth Programs in Community Education and Recreation (CE & REC)
Adult Programs in Community Education and Recreation (CE & REC)
Senior Adult Programming (CE & REC)
Youth Enrichment Grants (CE)
Outdoor Rec Grants (CE & REC)
Facilities usage and scheduling including sports associations (CE & REC)
Community Services Fund Support (Crossing Guards)
School Resource Officer (CE)
Community Policing and Safety (CE & REC)
Cable Access Programming and Productions (CE & REC)

CE=Community Education

REC=Recreation

*This listing of programs may or may not be all inclusive of the programs/services governed by this Agreement. Program and service opportunities may change over time.

**APPENDIX C
BYLAWS**

Procedure for the Appointment of Members to the
Marshall Community Services Advisory Board

The Marshall Community Services Advisory Board (hereinafter referred to as the Board) shall consist of twelve (11) voting members who shall be from the following groups:

- a. One (1) Marshall Board of Education member to be selected by said board annually.
- b. One (1) Marshall City Council liaison member to be appointed by the Mayor annually.
- c. Nine (9) members at large to be appointed as mutually agreed on a majority vote basis by the Board of Education and the City Council.
- d. The City Administrator, Director of Community Services, and Director of Business Services shall serve as non-voting, ex-officio members of the Board.

At large positions shall be for a term of two (2) or three (3) years, as designated. No member shall serve more than two (2) consecutive terms.

Qualifications for membership on the Board shall be determined by the appointing authority.

The procedure for the selection and appointment of the at-large members shall include the establishment of a selection committee comprised of: the City Council member appointed to the Board. The Board of Education member appointed to the Board, and the Mayor of the City of Marshall. The selection committee shall screen candidates and select candidates to recommend for appointment. Both the City Council and the Board of Education shall confirm the appointment of each selected candidate(s). This procedure shall be initiated on an annual basis in sufficient time to have appointments effective by the 28th day of February.

In instances where a vacancy occurs during the term of an at large member, the Board of Education and City Council shall appoint a new member to serve the remainder of the term. In the case of vacancy of a permanent member (Board of Education or City Council representative), the appropriate authority shall appoint a new member.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, September 13, 2022												
Category:	NEW BUSINESS												
Type:	ACTION												
Subject:	Project Z83: James Avenue/Camden Drive Reconstruction Project – 1) Resolution Declaring Cost to Be Assessed and Ordering Preparation of Proposed Assessment; 2) Resolution for Hearing on Proposed Assessment.												
Background Information:	This project consisted of the following: Reconstruction and utility replacement on James Avenue from the intersection of Camden Drive and James Avenue to the intersection of South 4th Street and James Avenue and on Camden Drive from the intersection of Camden Drive and James Avenue to the intersection of Camden Drive and South 4th Street; Sanitary sewer, watermain, and storm sewer replacement on James Avenue. Sanitary sewer and storm sewer replacement on Camden Drive. This project included new curb & gutter, driveway aprons, water services, and sewer services to the right-of-way, and new 7’ sidewalk on both sides of James Avenue. The project also included new curb and pavement on Camden Drive and replacement of storm sewer from Camden Drive to the outfall at the Redwood River.												
Fiscal Impact:	<p>Attached please find a “Resolution Declaring Cost to be Assessed and Ordering the Preparation of the Proposed Assessment” for the project. The following is a breakdown of the proposed project funding. The costs shown below include 16% for engineering and administrative costs, for a total project cost of \$995,218. The following is a proposed breakdown of the project funding:</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding-right: 20px;">Wastewater Fund</td> <td style="text-align: right;">\$78,624</td> </tr> <tr> <td>MMU</td> <td style="text-align: right;">\$123,948</td> </tr> <tr> <td>Surface Water Management Utility</td> <td style="text-align: right;">\$513,611</td> </tr> <tr> <td>City Participation (Ad Valorem)</td> <td style="text-align: right;">\$207,593</td> </tr> <tr> <td>Assessed to Property Owners</td> <td style="text-align: right;"><u>\$71,442</u></td> </tr> <tr> <td>Total Project Amount</td> <td style="text-align: right;">\$995,218</td> </tr> </table> <p>Attached please find the “Resolution for Hearing on Proposed Assessment,” setting the hearing date for the proposed assessments on October 11, 2022, for the above-referenced project.</p> <p>Per the current Fee Schedule, the assessment interest rate is calculated using the most recent bond interest rate and adding 2% for administrative costs. Per Finance, the City used the net interest cost of 0.8% in 2021 for 2022, plus 2% results in a 2.80% assessment interest rate for the project.</p> <p>The term of the assessment repayment is proposed by staff to be 8 years. The City has no formal written policy on the term but has followed an administrative past practice to generally match the assessment repayment to the bond repayment term</p>	Wastewater Fund	\$78,624	MMU	\$123,948	Surface Water Management Utility	\$513,611	City Participation (Ad Valorem)	\$207,593	Assessed to Property Owners	<u>\$71,442</u>	Total Project Amount	\$995,218
Wastewater Fund	\$78,624												
MMU	\$123,948												
Surface Water Management Utility	\$513,611												
City Participation (Ad Valorem)	\$207,593												
Assessed to Property Owners	<u>\$71,442</u>												
Total Project Amount	\$995,218												

	<p>assuming a typical reconstruction project with assessments reaching near the maximum of the residential assessment rate. If the assessment is substantially higher in cases such as commercial assessments the term may be appropriate to increase. Alternatively, on smaller assessment projects consideration could be made to shorten the assessment term. One other item to note is that if additional principal is paid each year the interest is recalculated annually to address the payments. Therefore, there is no penalty for individuals to repay on a more accelerated schedule if they so choose.</p>
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	<p>that the Council adopt RESOLUTION NUMBER 22-XXX, which provides for the “Resolution Declaring Cost to be Assessed and Ordering the Preparation of the Proposed Assessment” for Project Z83: James Avenue/Camden Drive Reconstruction Project.</p> <p>that the Council adopt RESOLUTION NUMBER 22-XXX, which provides for the “Resolution for Hearing on Proposed Assessment” for Project Z83: James Avenue/Camden Drive Reconstruction Project setting the hearing date on the proposed assessments for October 11, 2022.</p>

RESOLUTION NUMBER 22-___, SECOND SERIES

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

WHEREAS, costs have been determined for the following project:

PROJECT Z83: JAMES AVENUE/CAMDEN DRIVE RECONSTRUCTION PROJECT - This project consisted of the following: Reconstruction and utility replacement on James Avenue from the intersection of Camden Drive and James Avenue to the intersection of South 4th Street and James Avenue and on Camden Drive from the intersection of Camden Drive and James Avenue to the intersection of Camden Drive and South 4th Street; Sanitary sewer, watermain, and storm sewer replacement on James Avenue. Sanitary sewer and storm sewer replacement on Camden Drive. This project included new curb & gutter, driveway aprons, water services, and sewer services to the right-of-way, and new 7' sidewalk on both sides of James Avenue. The project also included new curb and pavement on Camden Drive and replacement of storm sewer from Camden Drive to the outfall at the Redwood River.

AND WHEREAS, the price for such improvement is \$857,946, and the estimated expenses incurred in the making of such improvement amount to \$137,272, so that the total estimated cost of the improvement will be \$995,218.

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

1. The portion of the cost to be assessed against benefited property owners is declared to be approximately \$71,442. The portion of the cost to be paid by the Wastewater Fund is hereby declared to be approximately \$78,624. The portion of the cost of the project to be paid by MMU is hereby declared to be approximately \$123,948. The portion of the cost to be paid by the Surface Water Management Utility is hereby declared to be approximately \$513,611. The portion of the cost to be paid by the City (Ad Valorem) is hereby declared to be approximately \$207,593.
2. Assessments shall be payable in equal annual principal installments extending over a period of eight (8) years, the first of the installments to be payable on or before the first Monday in January, 2023, and shall bear interest at the rate of 2.8% per annum from the date of the adoption of the assessment resolution.
3. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and he shall file a copy of such proposed assessment in his office for public inspection.
4. The City Clerk shall upon the completion of such proposed assessment, notify the City Council thereof.

Passed and adopted by the City Council this 13th day of September, 2022.

Mayor

ATTEST:

City Clerk

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

RESOLUTION NUMBER 22-____, SECOND SERIES

RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT

WHEREAS, by a resolution passed by the Council on September 13, 2022, the City Clerk was directed to prepare a proposed assessment of the cost of the improvements for the following project:

PROJECT Z83: JAMES AVENUE/CAMDEN DRIVE RECONSTRUCTION PROJECT - This project consisted of the following: Reconstruction and utility replacement on James Avenue from the intersection of Camden Drive and James Avenue to the intersection of South 4th Street and James Avenue and on Camden Drive from the intersection of Camden Drive and James Avenue to the intersection of Camden Drive and South 4th Street; Sanitary sewer, watermain, and storm sewer replacement on James Avenue. Sanitary sewer and storm sewer replacement on Camden Drive. This project included new curb & gutter, driveway aprons, water services, and sewer services to the right-of-way, and new 7' sidewalk on both sides of James Avenue. The project also included new curb and pavement on Camden Drive and replacement of storm sewer from Camden Drive to the outfall at the Redwood River.

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

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

1. A hearing shall be held on the 11th day of October, 2022 in the Council Chambers of City Hall located at 344 West Main Street to pass upon such proposed assessment, and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and he shall state in the notice the total cost of the improvement. He shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment to the City of Marshall, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. They may at any time thereafter, pay to the City of Marshall, the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before October 15 or interest will be charged through December 31 of the succeeding year.

Passed and adopted by the City Council this 13th day of September, 2022.

Mayor

ATTEST:

City Clerk

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

COST BREAKDOWN

Project Z83 James Avenue/Camden Drive Reconstruction Project

CITY OF MARSHALL, MINNESOTA

RESOLUTION 22-_____ ADOPTED 10/11/2022 (Per Final Pay Request #5 dated 07/20/2022)

ITEM	TOTAL	SPECIAL ASSESSMENTS	WASTEWATER FUND	MMU	Mn/DOT	SURFACE WATER MANAGEMENT UTILITY	AD VALOREM
SANITARY SEWER	\$57,826	\$10,159	\$47,667				
WATERMAIN	\$77,439	\$0		\$77,439			
STORM SEWER	\$445,955	\$1,508				\$444,447	
DRIVEWAY	\$11,420	\$3,316		\$0			\$8,104
SIDEWALK	\$3,787	\$1,281					\$2,506
STREET	\$398,790	\$55,177	\$30,957	\$46,509	\$0	\$69,163	\$196,983
TOTALS	\$995,218	\$71,442	\$78,624	\$123,948	\$0	\$513,611	\$207,593
% PARTICIPATION	100.0%	7.2%	7.9%	12.5%	0.0%	51.6%	20.9%

CONTRACT AMOUNT	857,946.36
CONTINGENCIES	0.00 ^{0%}
	857,946.36
ENG. & ADMIN.	137,271.42 ^{16%}
	995,217.78

Project Z83: James Avenue / Drive Reconstruction Project
Per Final Pay Request #5 dated 07/20/2022 & \$5,700 Residential Max Street Assessment
RESOLUTION 22-_____ ADOPTED 10/11/2022

Map No.	Parcel Number	Owner	Number	Street Name	STREET/L.F.			Remove Driveway/S.Y.			Install Driveway/S.Y.			Remove Sidewalk/S.F.			
					Unit-L.F.	Rate/L.F.	Total	Unit-S.Y.	Rate/S.Y.	Total	Unit-S.Y.	Rate/S.Y.	Total	Unit-S.F.	Rate/S.F.	Total	
4	23.002	27-156031-0	MARSHALL GOLF CLUB	800	COUNTRY CLUB DR		76.56			6.38			89.38			1.45	
2	24.473	27-206104-0	CITY OF MARSHALL		4TH ST S	150.00	76.56	11,483.90		6.38	-		89.38	-		1.45	-
3	24.472	27-206005-1	CENTRO CRISTIANO DE ALABANZ	305	CAMDEN DR	688.00	76.56	52,672.81	-	6.38	-	-	89.38	-	97.90	1.45	141.96
4	24.480	27-206004-0	ERIC JOHN CHRISTENSEN	607	JAMES AV W	84.00	76.56	6,430.98	5.96	6.38	38.02	4.88	89.38	436.16	-	1.45	-
5	24.479	27-206003-0	ROBERTO ESPARZA & MIRNA SEF	609	JAMES AV W	65.00	76.56	4,976.36	5.10	6.38	32.54	5.10	89.38	455.83	31.50	1.45	45.68
6	24.478	27-206002-0	DAY HTOO & EH EH JT	611	JAMES AV W	85.00	76.56	6,507.54	8.86	6.38	56.53	8.06	89.38	720.39	13.50	1.45	19.58
7	24.477	27-206001-0	WAGNER FAMILY REV LIVING TRU	624	4TH ST S	105.00	76.56	8,038.73	-	6.38	-	-	89.38	-	-	1.45	-
8	24.485	27-206027-0	MATTHEW & SARA WHITESITT JT	700	4TH ST S	79.00	76.56	6,048.19	4.69	6.38	29.92	5.42	89.38	484.43	-	1.45	-
9	24.486	27-206028-0	AMANDA J BOUWMAN	702	4TH ST S		76.56			6.38			89.38			1.45	
10	24.484	27-206026-0	CLARK E STASSEN	614	JAMES AV W	75.00	76.56	5,741.95	-	6.38	-	-	89.38	-	-	1.45	-
11	24.483	27-206025-0	CHAD K SPRINGBORG	612	JAMES AV W	70.00	76.56	5,359.15	-	6.38	-	-	89.38	-	-	1.45	-
12	24.482	27-206024-0	SHANNON DORENKAMPER	610	JAMES AV W	60.00	76.56	4,593.56	3.83	6.38	24.44	3.83	89.38	342.32	15.00	1.45	21.75
13	24.481	27-206023-0	LOGAN MATTHYS	608	JAMES AV W	60.00	76.56	4,593.56	-	6.38	-	-	89.38	-	16.00	1.45	23.20
14	24.471	27-206022-0	LARRY L & MARGARET M LAMOTE	606	JAMES AV W	132.00	76.56	10,105.83	3.11	6.38	19.84	7.56	89.38	675.70	-	1.45	-
15	24.470	27-206021-0	YVONNE GIRARD	403	CAMDEN DR		76.56	-		6.38	-		89.38	-		1.45	-
16	24.469	27-206020-0	TIN WIN YE	405	CAMDEN DR		76.56	-		6.38	-		89.38	-		1.45	-
17	24.468	27-206019-0	MELISSA S GOODRICH	701	MARGUERITE AV		76.56	-		6.38	-		89.38	-		1.45	-
18	24.462	27-206106-0	CITY OF MARSHALL (ELAINE PARK)			10.00	76.56	765.59		6.38	-		89.38	-		1.45	-
	MMU							46,508.93			0.00			0.00			
	WWTF							30,957.10									
	Mn/DOT							0.00									
	City							124,842.68			1,030.05			7,074.27			0.00
	SWMU							69,163.26									

1,663.00 \$ 398,790.11 31.55 \$ 1,231.34 34.85 \$ 10,189.09 173.90 \$ 252.17

Item 24.

\$ 398,790.11 \$ 1,231.34 \$ 10,189.09 \$ 252.16

4" Install Sidewalk/S.F.			6" Install Sidewalk/S.F.			Storm Sewer/S.F.			Sanitary/WYE			Sanitary/4" PIPE			Sanitary/6" PIPE			Sanitary/Svc
Unit-S.F.	Rate/S.F.	Total	Unit-S.F.	Rate/S.F.	Total	Unit-S.F.	Rate/S.F.	Total	Unit-Wye	Rate/Wye	Total	Unit-Pipe	Rate/Pipe	Total	Unit-Pipe	Rate/Pipe	Total	Unit-Service

	5.92					1,508.00				382.80			26.68					
	5.92	-		-	-	1,508.00	-	-		382.80	-		26.68	-		-	-	-
97.90	5.92	579.18		-	-	1,508.00	-	-		382.80	-		26.68	-		-	-	-
-	5.92	-	150.50	-	-	1,508.00	-	-	1.00	382.80	382.80	33.00	26.68	880.44		-	-	-
31.50	5.92	186.35	119.00	-	-	1,508.00	-	-	1.00	382.80	382.80	33.00	26.68	880.44		-	-	-
13.50	5.92	79.87	133.00	-	-	1,508.00	-	-	1.00	382.80	382.80	33.00	26.68	880.44		-	-	-
-	5.92	-		-	-	1,508.00	-	-		382.80	-		26.68	-		-	-	-
-	5.92	-	117.00	-	-	1,508.00	-	-		382.80	-		26.68	-		-	-	-
	5.92					1,508.00				382.80			26.68					
-	5.92	-	84.00	-	-	1,508.00	-	-	1.00	382.80	382.80	33.00	26.68	880.44		-	-	-
-	5.92	-	91.00	-	-	1,508.00	-	-	1.00	382.80	382.80	32.00	26.68	853.76		-	-	-
15.00	5.92	88.74	122.50	-	-	1,508.00	-	-	1.00	382.80	382.80	37.00	26.68	987.16		-	-	-
16.00	5.92	94.66	84.00	-	-	1,508.00	-	-	1.00	382.80	382.80	32.00	26.68	853.76		-	-	-
-	5.92	-	108.50	-	-	1,508.00	1,508.00	1,508.00	1.00	382.80	382.80	33.00	26.68	880.44		-	-	-
	5.92	-		-	-	1,508.00	-	-		382.80	-		26.68	-		-	-	-
	5.92	-		-	-	1,508.00	-	-		382.80	-		26.68	-		-	-	-
	5.92	-		-	-	1,508.00	-	-		382.80	-		26.68	-		-	-	-
	5.92	-	70.00	-	-	1,508.00	-	-		382.80	-		26.68	-		-	-	-
											0.00			0.00				0.00
		2,505.60			0.00													
							444,447.46											

173.90	\$	3,534.39	1,079.50	\$	-	1.00	\$	445,955.46	8.00	\$	3,062.40	266.00	\$	7,096.88	0.00	\$	-	0.00
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Item 24.	\$	3,534.39		\$	-		\$	445,955.46		\$	3,062.40		\$	7,096.88		\$	-	
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0.0000		Original TOTAL Assessment using "A" Rate/LF	B	C	2020 S 4th Street Reconstruction Street Credit	Recommended STREET Assessment (Least of A, B, or C)	Recommended TOTAL Assessment	Total w/ Assessment Maximums Applied	Assessment Maximum Benefit to Property
Rate/Service	Total		Maximum STREET Assessable Amount 2.a.(1)(b)	Maximum STREET Assessable Amount 2.a.(2)(a)					
									0.00
-	-	11,483.90	6,863.75	9,715.91	(6,863.75)	-	-	-	11,483.90
-	-	53,393.95	21,565.00	44,563.64	(12,060.21)	9,504.79	10,225.93	10,225.93	43,168.02
-	-	8,168.41				5,700.00	7,437.43	7,437.43	730.98
-	-	6,960.00				4,976.36	6,960.00	6,960.00	0.00
-	-	8,647.14				5,700.00	7,839.60	7,839.60	807.54
-	-	8,038.73			(5,700.00)	-	-	-	8,038.73
-	-	6,562.54			(3,115.55)	2,584.45	3,098.80	3,098.80	3,463.74
									0.00
-	-	7,005.19				5,700.00	6,963.24	6,963.24	41.95
-	-	6,595.71				5,359.15	6,595.71	6,595.71	0.00
-	-	6,440.76				4,593.56	6,440.76	6,440.76	0.00
-	-	5,947.98				4,593.56	5,947.98	5,947.98	0.00
-	-	13,572.61				5,700.00	9,166.78	9,166.78	4,405.83
-	-	-				-	-	-	0.00
-	-	-				-	-	-	0.00
-	-	-				-	-	-	0.00
-	-	765.59	20,099.29	955.03		765.59	765.59	765.59	0.00
		123,948.21	46,508.93	46,508.93		46,508.93	123,948.21	123,948.21	
	47,666.67	78,623.77	30,957.10	30,957.10		30,957.10	78,623.77	78,623.77	
		0.00	0.00	0.00		0.00	0.00	0.00	
		135,452.60	203,632.79	196,926.25		196,983.37	207,593.29	207,593.29	
		513,610.72	69,163.26	69,163.26		69,163.26	513,610.72	513,610.72	
	\$ 47,666.67	\$ 995,217.80	\$ 398,790.11	\$ 398,790.11		\$ 398,790.11	\$ 995,217.80	\$ 995,217.80	72,140.69

Item 24.

\$ 47,666.67	\$ 995,217.78	\$ 398,790.11	\$ 398,790.11	\$ 398,790.11	\$ 995,217.78	\$ 995,217.78
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**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, September 13, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project ST-001-2022: Bituminous Chip Sealing on Various City Streets - Consider Change Order No. 1 (Final) and Acknowledgement of Final Pay Request (No. 2).
Background Information:	<p>The items on the Change Order No. 1 (Final) for the above-referenced project are the result of final measurements and changes in item quantities during construction.</p> <p>All work has been completed in accordance with the specifications.</p>
Fiscal Impact:	<p>Change Order No. 1 (Final) results in a contract decrease in the amount of \$15,453.10 and a total contract amount of \$207,002. The original contract amount, as authorized by the City Council at their meeting on February 22, 2022, was for an amount not-to-exceed the 2022 budgeted amount of \$210,581.00.</p> <p>The 2022 budget for this project is \$210,581. This budget includes \$160,000.00 in line item 101-43300-53425, \$28,298 in MSAS funds, and \$22,283 received from penalties assessed on last year's Z88 MSAS Overlay project.</p>
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that Council approve Change Order No. 1 (Final) with Pearson Bros., Inc of Hanover, Minnesota, resulting in a contract decrease in the amount of \$15,453.10 and acknowledgement of Final Pay Request (No. 2) in the amount of \$10,350.10 for the above-referenced project.



STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. February 2018

SP/SAP(s)		MN Project No.:	N/A	Change Order No.	1
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Project Location	Various Locations				
Local Agency	City of Marshall Public Works	Local Project No.	ST-001-2022		
Contractor	Pearson Bros., Inc.	Contract No.	ST-001-2022		
Address/City/State/Zip	11079 Lamont Ave. N.E. / Hanover / MN / 55341-4069				
Total Change Order Amount \$	(\$15,453.10)				

Final Reconciling Change Order

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)					
Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
2356.60 6	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$5.25	-2852	(\$14,973.00)
2356.60 9/00020	SEAL COAT AGGREGATE (FA-2)	TON	\$1.00	-480.1	(\$480.10)
Net Change this Change Order					(\$15,453.10)

Due to this change, the contract time: (check one)	
<input type="checkbox"/> Is NOT changed	<input type="checkbox"/> May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change:	Number of Calendar Days Affected by this Contract Change:

Approved by Project Engineer: *Jason Anderson*
 Print Name: *Jason Anderson*
 Approved by Contractor: Pearson Bros., Inc.
 Print Name: _____

Anderson Date: *9/9/2022*
 Phone: _____
 Date: _____
 Signature: _____

Contract Number: ST-001-2022
Pay Request Number: 2

Project Number	Project Description
ST-001-2022	2022 Chip Seal Project

Contractor: Pearson Bros., Inc. 11079 Lamont Ave. N.E. Hanover, MN 55341-4069	Vendor Number: N/A Up To Date: 09/09/2022
--	--

Contract Amount

Funds Encumbered

Original Contract	\$222,455.10	Original	\$222,455.10
Contract Changes	(\$15,453.10)	Additional	N/A
Revised Contract	\$207,002.00	Total	\$222,455.10

Work Certified To Date

Base Bid Items	\$207,002.00
Contract Changes	\$0.00
Material On Hand	\$0.00
Total	\$207,002.00

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$0.00	\$207,002.00	\$0.00	\$196,651.90	\$10,350.10	\$207,002.00
Percent: Retained: 0%			Percent Complete: 100%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By

Jason Anderson
County/City/Project Engineer
09/09/2022
Date

Approved By Pearson Bros., Inc.

Contractor

Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2022-08-30	\$207,002.00	\$10,350.10	\$196,651.90
2	2022-09-09	\$0.00	(\$10,350.10)	\$10,350.10

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Chip Seal		\$207,002.00	\$0.00	\$196,651.90	\$10,350.10	\$207,002.00

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
101	Local / Other[1]	\$10,350.10	\$207,002.00	\$222,455.10	\$207,002.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2356.606	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$5.25	39200	0	\$0.00	39200	\$205,800.00
Base Bid	2	2356.609/00020	SEAL COAT AGGREGATE (FA-2)	TON	\$1.00	1202	0	\$0.00	1202	\$1,202.00
Base Bid Totals:								\$0.00		\$207,002.00

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
ST-001-2022		\$0.00	\$207,002.00

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
ST-001-2022	CO1	1	2356.606 BITUMINOUS MATERIAL FOR SEAL COAT (GAL)	\$5.25	-2852	(\$14,973.00)	ADJ				
ST-001-2022	CO1	2	2356.609/00020 SEAL COAT AGGREGATE (FA-2) (TON)	\$1.00	-480.1	(\$480.10)	ADJ				
Contract Change Totals:									\$0.00		\$0.00

Contract Change Totals			
Number	Description	Effective Date	Amount
1	Final Reconciling Change Order	09/08/2022	(\$15,453.10)

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Line	Item	Description	Date	Added	Used	Remaining

Contract Total				\$207,002.00		
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**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, September 13, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Broadmoor Valley Manufactured Housing Community Redevelopment Program Grant Application City Support
Background Information:	<p>The Manufactured Housing Community Redevelopment Program is a grant program to fund infrastructure improvements or acquisition of manufactured home parks to address the needs of aging manufactured home communities around the state. The program will prioritize projects based on health, safety and critical need improvements, as well as projects that leverage support from local municipalities, and/or projects converting a community to a cooperative ownership model.</p> <p>The following application scoring criteria would enhance the application if the City of Marshall provides local financial support:</p> <p>Community Support (0-30 points) – based on how much the surrounding community is in support of the project, including leverage for the project from local municipalities, converting park utilities into public utilities, or project oversight from a local municipality or housing organization.</p> <p>Project Leverage and Costs (0-30 points) – based on amount of leverage in the project, leverage sources from local municipality, project costs compared to the number of lots in a community</p> <p>Mr. Paul Schierholz, owner of Broadmoor Valley has requested city assistance to enhance the grant application.</p>
Fiscal Impact:	Estimated \$160,000
Alternative/ Variations:	Do Not Approve the Request
Recommendations:	Approve City of Marshall Financial Support for the Broadmoor Valley Manufactured Community Redevelopment Program Grant Application for 2022.

Schierholz and Associates, Inc.

PO Box 60969

Colorado Springs, CO 80960

August 1, 2022

City of Marshall- The City

Attn: Sharon Hanson, City Administrator

344 West Main Street

Marshall, MN 56258

Mailed certified return receipt and electronically

TO WHOM IT MAY CONCERN- Time is of the essence

REQUEST FOR MATCHING FUNDS FOR GRANT APPLICATION

Schierholz and Associates, Inc. (SAA) dba Broadmoor Valley has accepted a grant award of \$500,000 from Minnesota Housing for the purpose of infrastructure improvement of the manufactured housing community. As part of the agreement, we have agreed to a covenant that will maintain the community as a manufactured housing community for 25 years. The stated goal in the scope of work is to design and implement sustainable and cost-effective improvements for the benefit of the residents of Broadmoor Valley. Sustainable and cost-effective improvements will assist in the requirement by Minnesota Housing to maintain affordable rents.

We have since retained Bolton and Menk to perform studies and engineering services to examine every aspect of the infrastructure and make recommendations on priorities and costs.

It is assumed by all parties, that this current grant award will be insufficient to cover all the costs associated with water, sewer, and electrical utility improvements as well as improvements for the replacement of street surfacing within said manufactured housing community.

Discussions with Bolton and Menk indicate that their initial assessment agrees that more capital will be required. Bolton and Menk has advised us to maintain the road surfaces as we have been to minimize double expenditures. We must plan for more capital now. Bolton and Menk initial estimate suggest that total funds of at least \$2,200,000 will be required.

It is extremely important for the City and/or County to contribute the maximum amount of leverage capital.

Although Minnesota Housing has not issued a RFP for 2022, we have verbal assurance that the RFP will be issued late August and the request will need to be submitted on or before September 30, 2022. We intend to apply for the Grant. We are requesting assistance from all sources both human capital and monetary capital.

A letter commitment with the dollar amount of leverage funds is requested by September 15, 2022. Since we expect the grant request to be at least \$1,700,000. We are requesting leverage funds of \$170,000 from the City and/or County.

The timing that we are promised from Bolton and Menk is as follows: Task 1 – Topographic Survey complete by September 1st, 2022. Task 2 – Preliminary Engineering Report- September 15th, 2022

The September 15th report will outline the infrastructure repair/replacements needed and an estimate of costs. This report will form the basis for our request for funding.

Our current projected schedule with Bolton and Menk assumes we will receive the additional funding requirement to complete the project. We plan to proceed with engineering designs required so that we can begin construction in 2023. If we delay the engineering design phase, it will likely push construction to commence in 2024. We need to have an extremely powerful proposal request for funding from Minnesota Housing. Leverage is a large important factor that will give us a greater chance of acceptance.

If we go forward Task 3.1 Final Design would be completed by November 18th, 2022. Task 3.2 Final Plans 60% Plan Review would be completed by December 15th, 2022. 100% Plan Review would be completed by February 1, 2023. Then Phase I Bidding/Construction would be scheduled for the Spring of 2023.

The cost of the work commenced after September 15th would be almost half of the total bid. If we were not able to get additional funding those funds would be wasted. We would then have to create a new design for a much scaled down plan.

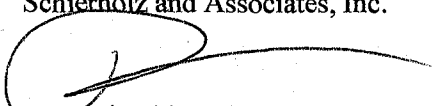
Following is an example of a winning bid in 2021. Woodland Terrace was a winner last year. The community has 61 lots. The project received \$350,000 from the City of Richfield for leverage of 25%. The total project cost is \$1,392,675, or \$22,830 per lot.

We believe replacement cost of the Broadmoor Valley Community would be over \$40,000 per lot. With licensed lots of 178, it translates into replacement cost of at least \$7,120,000. We estimate that repair and replacement would be far less. It is estimated that the total project cost for infrastructure repair and/or replacement would be \$2,200,000. The project cost per lot would be only \$12,360.

Thank you for all your support and assistance.

Sincerely,

Schierholz and Associates, Inc.



By Paul Schierholz, President

Enclosure: copy of Bolton and Menk Contract

Cc: Residents of Broadmoor Valley

Thomas F. DeVincke

Kevin Stroup



CITY OF MARSHALL
344 WEST MAIN STREET
MARSHALL, MN 56258-1313
PHONE: 507-537-6761
FAX: 507-537-6830

September 13, 2022

Attn: Manufactured Housing Program Manager
Minnesota Housing
400 Wabasha Street North, Suite 400
St. Paul, MN 55102

RE: Broadmoor Valley Manufactured Housing Community Redevelopment Program Grant Application for 2022

Dear Program Manager,

Mr. Paul Schierholz, Owner of Broadmoor Valley has requested financial support from the City of Marshall for the upcoming Manufactured Housing Community Redevelopment Program Grant Application for 2022. We understand that community support and leveraged financial sources from local municipality greatly adds to the application scoring criteria and increases the chances for a successful award of grant funds.

Therefore, the City Council has unanimously approved the following local financial support as part of the 2022 Broadmoor Valley Manufactured Housing Community Redevelopment Program Grant Application if awarded:

An estimated \$125,000 in construction cost participation for storm sewer work.

An estimated \$25,000 in city staff, equipment, and materials for sanitary sewer Inflow & Infiltration (I/I) investigation.

An estimated \$10,000 in city staff time to review plans and collaborate with Bolton & Menk as they complete engineering design for a project.

Please let us know if you need any additional information regarding this letter or the financial commitment provided.

Sincerely,

Sharon Hanson
City Administrator

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, September 13, 2022
Category:	NEW BUSINESS
Type:	INFO/ACTION
Subject:	Approval of Joint Resolution for Orderly Annexation of Fairview Township Property
Background Information:	<p>The City of Marshall has previously received a petition for annexation of 80.52 acres of property currently located in Fairview Township. The property is located within the 1982 Orderly Annexation Agreement as previously signed by the City of Marshall and Fairview Township. On July 26, 2022, the City of Marshall has previously approved a joint resolution for orderly annexation of the petitioned property. Property is owned by Western Minnesota Municipal Power Agency.</p> <p>The City approved resolution was then forwarded to Fairview Township for approval. On August 1, 2022, City Attorney's office was notified that the Fairview Township Board objected to the joint resolution and indicated that Fairview Township would not sign the joint resolution as previously presented.</p> <p>City Attorney has had several discussions with the Municipal Boundary Adjustments Office in St. Paul, Minnesota. The Boundary Adjustments Office has advised the City to prepare a resolution asking that a hearing be held to address the annexation request. The hearing would involve the City of Marshall and Fairview Township. A resolution to that effect was prepared and was initially submitted for action by City Council to be addressed at the September 13th council meeting.</p> <p>Prior to that hearing, however, I did receive phone call from Fairview Township Attorney. Fairview Township has agreed to sign a joint resolution, if additional compensation was paid for lost tax revenue related to the property subject to annexation. Minnesota Statutes do allow for reimbursement of lost tax revenue for a period not to exceed 8 years. The previously approved joint resolution offered 2 years-worth of tax reimbursement. Township taxes related to the property in question currently total \$275.25 per year. Township has asked and City Attorney's office is recommending that the City agree to pay full 8 years-worth of lost tax revenue at a rate of \$275.25 per year. With that change, Fairview Township has indicated that they would sign a joint resolution for submittal to the Municipal Boundary Adjustments Office for approval of the annexation.</p>
Fiscal Impact:	City would reimburse Fairview Township a total of \$2,202.00 over an 8-year period of time. Annexation of the property would generate local City taxes at a rate higher than the amount being reimbursed to Fairview Township.
Alternative/Variations:	N/A
Recommendations:	That the City Council approve the proposed joint resolution for orderly annexation of 80.52 into the City of Marshall. Upon City Council approval, Fairview Township will call for a special meeting to recommend approval of the Joint Resolution.

Resolution No. 22-_____

STATE OF MINNESOTA

OFFICE OF ADMINISTRATIVE HEARING

IN THE MATTER OF THE JOINT
RESOLUTION OF THE CITY OF
MARSHALL AND THE TOWNSHIP OF
FAIRVIEW DESIGNATING CERTAIN
AREAS AS IN NEED OF ORDERLY
ANNEXATION PURSUANT TO
MINNESOTA STATUTES, SECTION
414.0325.

JOINT RESOLUTION
FOR
ORDERLY ANNEXATION

WHEREAS, the property owner with property located within the Township of Fairview (“Township”) and legally described in Exhibit A, which is attached hereto and incorporated herein by reference, has petitioned the City of Marshall (“City”) regarding annexation of that property and extension of City services to that property; and

WHEREAS, for ease of reference, the area of the Township proposed for annexation in accordance with this Joint Resolution and legally described in Exhibit A is shown on Exhibit B; and

WHEREAS, the Township and City have agreed to work cooperatively to accomplish the orderly annexation of the areas legally described in Exhibit A; and

WHEREAS, the above-mentioned property is agricultural property, abuts the City, and is in need of orderly annexation and extension of services from the City since the property is urban or suburban or about to become so; and

WHEREAS, the City has available capacity to provide needed services to the above-mentioned property; and

WHEREAS, the City and Township agree that orderly annexation of the property legally described in Exhibit A is in the best interest of the property owners and would benefit the public health, safety, and welfare of the community; and

WHEREAS, the City and Township agree that the property legally described in Exhibit A has been designated and is in need of immediate orderly annexation; and

WHEREAS, the City and Township desire to accomplish the immediate orderly annexation of the property legally described in Exhibit A without the need for hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marshall and the Board of Supervisors of the Township of Fairview as follows:

1. The City and Township hereby agree that the area legally described in Exhibit A has been designated for orderly annexation pursuant to Minnesota Statutes, Section 414.0325:

2. The City and Township agree that the area legally described in Exhibit A and designated is in need of immediate orderly annexation and is approximately 80.52 acres.
3. A boundary map showing the area legally described in Exhibit A is attached hereto as Exhibit B and is hereby incorporated by reference.
4. The City and Township agree that the population of the area legally described in Exhibit A is zero (0).
5. Pursuant to Minnesota Statutes, Section 414.0325, the City and Township agree that no alteration of boundaries stated herein is appropriate, that all conditions for annexation of the area legally described in Exhibit A are contained in this Joint Resolution, and that no consideration by the State of Minnesota Office of Administrative Hearings; Municipal Boundary Adjustments Office is necessary. Upon the execution and filing of this Joint Resolution, the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Office may review and comment thereon, but shall, within 30 days of receipt of this Joint Resolution, order the annexation of the area legally described in Exhibit A in accordance with the terms and conditions contained in this Joint Resolution.
6. Pursuant to Minnesota Statutes, Section 414.036, the City and Township agree that upon annexation of the area legally described in Exhibit A, the City shall reimburse the Township for the loss of taxes from the property so annexed for the period and in accordance with the following schedule:
 - a. In the first year following the year the City of Marshall could first levy on the annexed area, an amount equal to \$275.25 and
 - b. In the second year an amount equal to \$275.25,
 - c. In the third year an amount equal to \$275.25,
 - d. In the fourth year an amount equal to \$275.25,
 - e. In the fifth year an amount equal to \$275.25,
 - f. In the sixth year an amount equal to \$275.25,
 - g. In the seventh year an amount equal to \$275.25,
 - h. In the eighth and final year, an amount equal to \$275.25.
7. Following annexation of the are legal described in Exhibit A, the tax rate of the City applied to the area of the Township hereby annexed shall be increased in substantially equal proportions over two (2) years to equality with the City's tax rate applicable to other property already within the City.
8. The City and Township agree that upon adoption and execution of this Joint Resolution, the City shall file the same with the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Office.
9. In the event there are errors, omissions or any other problems with the legal descriptions provided in Exhibit A in the judgment of the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Office, the City and Township agree to make such

corrections and file any additional documentation, including a new Exhibit A making the corrections requested or required by the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Office as necessary to make effective the annexation of said area in accordance with the terms of this Joint Resolution.

10. With respond only to the area legally described in Exhibit A, which is attached hereto and incorporated herein by reference, to the terms and conditions of this Joint Resolution, shall constitute the entire agreement between the parties hereto superseding all prior agreements and negotiations between the parties hereto, but only with respect to the area legally described in Exhibit A.

Passed, adopted, and approved by the Township Board of Supervisors of the Township of Fairview, Lyon County, Minnesota this ___ day of _____, 2022.

ATTEST:

TOWNSHIP OF FAIRVIEW

By: _____
_____, Township Clerk

By: _____
_____, Chair

Passed, adopted, and approved by the City Council in and for the City of Marshall, Lyon County, Minnesota this ___ day of _____, 2022.

ATTEST:

CITY OF MARSHALL

By: _____
_____, City Clerk

By: _____
_____, Mayor

PETITION FOR ANNEXATION OF PROPERTY

Now comes the undersigned, as property owner of the property described pursuant to the attached Exhibit A, which real property is contiguous or adjacent to the City of Marshall and is not embraced with the City thereof, but which property is subject to an Orderly Annexation Agreement between the City of Marshall and Township of Fairview, dated February 16, 1982, hereby petitions that the City of Marshall, Minnesota, pursuant to the Orderly Annexation Agreement shall annex the property defined and described below to the City of Marshall.

Legal Description of Property:

See attached Exhibit A.

The undersigned furthermore requires that said property be zoned as A-Agricultural

Dated this _____ day of _____, 2022.

Western Minnesota Municipal Power Agency, a Municipal Corporation and Political Subdivision of the State of Minnesota, Petitioner

By: _____

Its: _____

Missouri River Energy Services hereby consents to this petition for the annexation of the above-described property to the City of Marshall.

Missouri River Energy Services

By: _____

Its: _____

Marshall Municipal Utilities, a Municipal Organization and Political Subdivision of the State of Minnesota, hereby consents to this petition for the annexation of the above-described property to the City of Marshall.

Marshall Municipal Utilities.

By: David Schelkoph

Its: General Manager

EXHIBIT A

That part of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-three (33), Township 112 North, Range 41 West of the 5th P.M., Lyon County, Minnesota, lying South of the centerline of County State Aid Highway No. 33 (Erie Road) and lying East of the centerline of North 7th Street, more particularly described as follows:

Beginning at the East Quarter Corner of said Section 33; thence South 89°51'22" West on the south line of said NE $\frac{1}{4}$ for a distance of 2,291.81 feet to the centerline of said North 7th Street; thence North 29°28'28" East on said centerline for a distance of 2,249.95 feet to the centerline of said County State Aid Highway No. 33 (Erie Road); thence North 89°35'10" East on said centerline for a distance of 261.39 feet to the beginning of a curve, concave North, having a radius of 1,273.24 feet; thence Easterly on the arc of said curve to the left and on said centerline for an arc distance of 666.67 feet (said curve subtended by a chord which bears North 74°35'10" East with a chord distance of 659.08 feet); thence North 59°35'10" East on said centerline for a distance of 329.86 feet to the east line of said NE $\frac{1}{4}$; thence South 00°05'17" East on said east line for a distance of 2,297.05 feet to the Point of Beginning, containing 80.52 acres, inclusive of 3.41 acres of public road right-of-way on the north and west sides thereof.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: covenants, conditions, restrictions, declarations, easements, reservations of minerals or mineral rights of record and building, zoning and subdivision laws and regulations.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, September 13, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Resolution Adopting Preliminary 2023 Levy
Background Information:	<p>At the September 13th work session, staff will discuss the proposed levy increase. The primary factors for the current increase of 12.01% include: increased payroll, insurance and fringe benefits; an increase due to the 2022 debt issuance; and inflation.</p> <p>The county board and governing body of each city or special taxing district must adopt its proposed property tax levy for taxes payable year 2023 and certify that amount to the home county auditor on or before September 30th. The proposed property tax levy certified should be the taxing jurisdiction's proposed property tax levy for all purposes, including debt service.</p> <p>The final property tax levy cannot exceed the proposed property tax levy except as a result of one or more of the allowable "add-on" levies authorized within the state.</p> <p>The City Council is required to hold a public meeting for the proposed levy and must notify the County Auditor/Treasurer of the date, location and start time so it may be included in the parcel-specific notice. The resolution proposes holding the truth-in-taxation meeting at 6:00 PM on Tuesday, December 6th at City Hall.</p>
Alternative/Variations:	
Recommendations:	Approve a resolution to adopt the preliminary levy for 2023

RESOLUTION NUMBER 22-_____

RESOLUTION APPROVING PRELIMINARY 2023 TAX LEVY

BE IT RESOLVED by the City Council of the City of Marshall, County of Lyon, Minnesota, that the following sums of money be levied for the current year, collectable in 2023, upon the taxable property in the City of Marshall for the following purposes:

<u>Description</u>	<u>Amount (\$)</u>
General Fund (101)	\$ 5,861,039
Capital Equipment Fund (401)	300,000
Street Improvement Fund (495)	350,000
Economic Development Authority Fund (208)	173,486
Special Levy (Debt Service Funds)	
321 2010A G.O. Capital Improvement Bonds	\$ 46,983
325 2015A G.O. Capital Improvement Bonds	51,463
359 2015B G.O. Public Improvement Bonds	53,874
360 2016B G.O. Public Improvement Bonds	109,215
362 2017A G.O. Public Improvement Bonds	87,103
369 2011B G.O. Public Improvement Bonds	31,520
374 2015A G.O. Street Reconstruction Bonds	93,883
375 2018A G.O. Public Improvement Bonds	159,074
376 2016C G.O. Public Improvement Bonds	63,830
377 2017B G.O. Public Improvement Bonds	41,333
378 2020B G.O. Public Improvement Bonds	95,178
394 2020A G.O. Capital Improvement Bonds	235,953
379 2021A G.O. Public Improvement Bonds	152,344
380 2022A G.O. Public Improvement Bonds	198,540
Total Debt Service Funds	<hr/> 1,420,293
Special Levy Tax Abatement (Debt Service Funds)	
369 2011B Tax Abatement (Country Club Dr.)	\$ 55,000
376 2016C G.O. Tax Abatement (Parkway)	130,000
362 2017A G.O. Tax Abatement (Carr Estates)	40,000
375 2018 G.O. Tax Abatement (Justice Park)	30,000
378 2020B G.O. Tax Abatement (Freedom Park)	25,000
379 2021A G.O. Tax Abatement (Patriot Park)	45,000
380 2022A G.O. Tax Abatement (parking lots)	45,000
Total Tax Abatement Debt Service Funds	<hr/> 370,000
TOTAL LEVY	<hr/> \$ 8,474,818 <hr/>

BE IT FURTHER RESOLVED, that the public may contact the City Administrator's Office at (507) 537-6775 if they have questions related to the truth-in-taxation notice for the City of Marshall property tax levy.

BE IT FURTHER RESOLVED, that comments regarding the City of Marshall's budget and levy may be mailed to the City Administrator's Office, 344 West Main Street, Marshall, MN 56258.

BE IT FURTHER RESOLVED, that a Public Budget Meeting shall be held on December 6, 2022 at 6:00 P.M. at City Hall - 344 W Main Street, Marshall, MN. The public will be provided an opportunity to speak at this meeting.

The City Clerk is hereby instructed to transmit a copy of this resolution to the Lyon County Auditor/Treasurer.

Passed and adopted by the Common Council this 13th day of September 2022.

THE COMMON COUNCIL

Robert Byrnes, Mayor

ATTEST

Steven Anderson, City Clerk

Levy History

	2019	2020	2021	2022	2023
General Fund (101)	\$ 4,541,788	\$ 4,778,647	\$ 4,957,530	\$ 5,240,384	\$ 5,861,039
Capital Equipment Fund (401)	400,000	400,000	400,000	300,000	300,000
Street Improvement Fund (495)	-	250,000	275,000	350,000	350,000
Economic Development Authority Fund (208)	125,000	135,000	135,000	150,000	173,486
Debt Service Funds (various)	1,718,683	1,492,466	1,486,477	1,525,716	1,790,293
total	\$ 6,785,471	\$ 7,056,113	\$ 7,254,007	\$ 7,566,100	\$ 8,474,818
	6.43%	3.99%	2.80%	4.30%	12.01%

Meeting Date:	Tuesday, September 13, 2022
Category:	COUNCIL REPORTS
Type:	INFO
Subject:	Commission/Board Liaison Reports
Background Information:	<p>Byrnes - Fire Relief Association and Regional Development Commission</p> <p>Schafer – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p>Meister – Cable Commission, Community Services Advisory Board, Economic Development Authority</p> <p>Schroeder - Planning Commission</p> <p>DeCramer – Economic Development Authority, Marshall Municipal Utilities Commission, Diversity, Equity, and Inclusion Commission, Public Housing Commission</p> <p>Labat – Adult Community Center Commission, Convention & Visitors Bureau, Library Board, Marshall Area Transit Committee</p> <p>Lozinski – Joint LEC Management Committee, Police Advisory Board</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	



TO: Honorable Mayor and Members of the City Council; City Staff

FROM: Sharon Hanson, City Administrator

DATE: September 13, 2022

SUBJECT: Administrative Brief

CITY ATTORNEY

- I am continuing to work with Staff and legal counsel and Paul Schierholz regarding Broadmoor Valley legal matters.
- The Development Agreement regarding a 15-foot access easement with Century Link has been recorded in the Lyon County Recorder’s office and the original located at City Hall.
- I am working with Staff and legal counsel regarding Fairview Township objecting to the annexation of N 7th St. property.
- I am continuing to work with Staff and legal counsel regarding the purchase of Helena property.
- Criminal prosecution numbers for August are as follows:

August:

	ASSAULT	OPF VIOL.	DWI	OTHER ALCOHOL	TRAFFIC	THEFT	OTHER	TOTAL 2022	2021 Comparison
Prosecution	3		4		5	1	2	15	25
Dismissed									
Non-Prosecution	3				1			4	2
Refer to County			1					1	1

ADMINISTRATION

- City Attorney RFP review has begun with Chair Pro Tem John DeCramer serving as the liaison to the Council and Division Directors and myself providing input as well. Three firms have been selected to be interviewed and that process has begun. A formal recommendation to the Mayor will be coming first part of October.
- September 26th has been set for the next step in the indoor recreation study-an on-site visit and discussions with stakeholders.
- I have had weekly meetings with Director of Administrative Services on the 2023 Levy and Budget. Preparing for the budget work sessions and upcoming discussions on 2023 budget impacts.
- This past month visiting with League of MN Cities Insurance Trust and various staff on the city’s property, liability and workers compensation insurance. Very informative on claims reporting, broker arrangements in comparison to other cities, and overall resources available to the city.
- This past month attended 150th events, various Council committee meetings, staff meetings, open house for North Central International and Kruse Motors, participated in Eagle Scout review committee for first designation of a female scout in SW Minnesota and numerous discussions on city operations with staff, businesses and the community.

Economic Development Authority

- Shopko - Staff continues to work with Woodcrest Capital on filling the former Shopko building. To date, Woodcrest is working with five potential tenants with the intention of accommodating three to four tenants in the build out. They expect to start construction in the next three to six months.
- Block 11 - CBC Fischer Group is finalizing the building permit but began groundwork on the project in July. The developer has submitted an initial site plan for Phase II featuring one commercial tenant.
- Market Street Mall - Staff is working with developer on potential redevelopment plan for the Market Street Mall. The property is currently under contract.
- Two commercial sales closed in August on East College Drive. One new build on the corner of Hill and East College and one redevelopment on the corner of Jewett and East College.

Human Resources

- Staffing update:
 - New employees:
 - Firefighters--Like Irmiter, Zachary Nuy, Chase VanKeulen, and Grant VanKeulen.
 - Office Assistant/Receptionist—Samantha Judovsky (full-time opening due to the resignation of Amanda Stattelmann).
 - Police Officer—Tannyr Curry (full-time opening due to the resignation of Officer Aaron Furth).
 - Promotions: Jake Olsen—Deputy Fire Chief, Tim Anderson—Assistant Fire Chief-Operations, Andrew DeSaer—Assistant Fire Chief-Training, Austin Thooft—Captain, Cody McCoy—Lieutenant, and Justin Staeffler—Lieutenant.
 - The application period for our Assistant City Engineer position will be “open until filled”. Staff are reviewing alternative options to fill this position.
 - Applications are being accepted for our temporary/seasonal positions at this time including positions in Community Education, Community Recreation, and Public Works.
- Safety: select employees received training on Confined Space Entry and Rescue training and field demonstration, Forklift/skidloader, Lockout-Tagout, and Arc Flash this month. In October, all employees will be trained in Emergency Preparedness/Fire Safety—OSHA requires this training to be performed annually. The Safety Committee has started working closely with our Safety Consultant on the training plan for 2023.
- HR and our NIS insurance broker, Mari Wagner, held employee informational meetings on the transition from Further/HealthEquity to MedSurety, the selected vendor for employee medical spending accounts and dependent care accounts. The transfer of accounts will be completed by 10/01/2022.
- HR staff are preparing for the annual benefits open enrollment period. Our benefits vendors will be on-site to meet with employees on October 31. Open enrollment is scheduled for November 1-14.

Clerk

- Working on garbage/refuse hauling contract for the City of Marshall to bid out.
- Liquor license comparisons for Ways and Means Committee.
- Gathering additional information for Census 2020 appeal.

Finance

- 2023 Budget: Staff will bring information to the 9/13 work session and council meeting regarding the 2023 preliminary budget and levy for consideration. The information must be certified to Lyon County by 9/30, so a decision could be delayed until the meeting on 9/27, if so desired.
- Insurance RFP: A resolution will be brought to the 9/13 council meeting to appoint North Risk Partners as the insurance agent after the 10/01 renewal of property/casualty insurance.
- The annual required publication of Tax Increment Financing district activity was published on 8/13 for 2021 transactions.

Assessing

- No report.

Liquor Store

- August Financials: Sales \$611,996.08 +9%, Customer Count 18,295 +4.35%, Ticket Average \$33.45 +3.69%. A strong month for sales increases, customer counts and ticket average.
- Staff is getting the store set for “Game Day starts at Tall Grass Liquor” with football, Oktoberfest and Bourbon Heritage month displays and products
- Staff launched the new on-line ordering platform from City Hive in August. Customers can order on-line and pick up in-store or curbside any of their favorite products from an easy to navigate and secure website.

COMMUNITY PLANNING

Building Services / Planning & Zoning

- About 250 open permits.
- Ralco, two Avera projects and Block 11 apartment building are the largest projects under construction.
- Dollar General permit is under review
- New permit software is open for applicants since May.
- Sign Ordinance is going to Planning Commission.

PUBLIC WORKS DIVISION

Engineering

- PK-001 Independence Park Trail Replacement Project – Hisken has completed all the concrete trail work in the park. A&C Excavating has backfilled and graded the topsoil next to the new trail. Final shaping and seeding has been completed. The project will be closed when all paperwork is received.
- Project ST-002-2022: Overlays and ADA Improvements – The seeding adjacent to the curb repair areas is complete. The project will be closed when all paperwork is received.
- Project ST-003: South 1st, Greeley, and Williams Street Reconstruction – R&G has installed all underground utilities on 1st Street and Greeley Street. Gravel has been installed on all of 1st Street, gravel on Greeley Street is planned to be installed by 9/9/2022. R&G will start utility work on Williams the week of Sept. 12th. Hess Concrete is scheduled to begin concrete work the week of Sept. 12th.
- Project ST-004: Halbur Road reconstruction – Musch has completed the curb and gutter work on Halbur. Duinick will final shape the gravel, and Musch will begin concrete pavement the week of September 12th.
- Project ST-006: SRTS School Pedestrian Crossing Improvements – All concrete work is complete; the sign bases have been installed. Duinick is still waiting for RRFB and speed limit signs to be delivered off back order. Signs will be installed after they are shipped and received.
- Project ST-007: UCAP Bus Shelter Installations – Project plans are complete. Staff is waiting on final contract requirements from UCAP for their MnDOT grant. Once received, staff will recommend advertisement.
- Project ST-008: Channel Parkway Resurfacing – Plan review complete by MnDOT. It is the intent to advertise for bids to be received October 20th with Council award on October 25th.
- Project ST-009: N. 3rd St./W. Lyon St. Reconstruction – Plans are being designed.
- Project ST-023: W. Lyon St. (College to 1st) Reconstruction – R&G will topsoil boulevards, shape gravel, and patch bituminous. All other work is complete.
- Project ST-024: Baldwin Parking Lot Reconstruction – R&G plans to start the last week in September or the first week in October weather permitting.

- Project SWM-002: Legion Field Stormwater Project-Phase II (Parkway Basin) – Staff is working with BNSF to obtain permitting for this project. Project plans are at the 99% stage currently.

Building Maintenance

- No report

Street Department

- No report

Airport/Public Ways Maintenance

- No report

Wastewater

- Staff has completed 264 preventative maintenance work orders in the last 30 days.
- Staff has completed painting the interior walls and floor of the Blower Building.
- Jason Anderson, Scott Truedson, Scott Przybilla, and Bolton & Menk staff will be meeting with the MPCA on Thursday, September 8th to work on the proposed new permit limits for the wastewater facility.
- Working through MESERB concerning the MPCA’s PFAS Memorandum of Understanding (MOU). The second version of the MOU should be released mid-September for the city’s review.
- Working on contacting local businesses to promote the water softener rebate program.
- Working on our NPDES permit reissuance.
- Talking with our Significant Industrial Users about future chloride, sulfate, & TDS limits.
- Various sanitary Manhole repairs.
- Collection system preventive maintenance on lift stations. Completed for the year
- Continuing with summer jetting of sanitary lines.
- Preparing equipment for the upcoming Biosolids application season.
- Working on thickening biosolids for land application.
- Cleaning and inspecting activated sludge aeration basins.

PUBLIC SAFETY DIVISION

FIRE DEPARTMENT

- The Fire Department responded to twenty-five (25) calls for service. Total calls for service included:
 - Fire/CO2 Alarm (14)
 - Fire; Structure (8)
 - Medical Assist (0)
 - Vehicle Accident (3)
 - Other (0)

On August 16th, 2022, the Marshall Fire Department responded to a large structure fire south of Marshall. Mutual aid was received from all fire departments within Lyon County as well as two fire departments from Redwood County. No injuries were sustained during the response.

POLICE DEPARTMENT

- The Marshall Police Department responded to a total of 833 calls for the month of August. Seventy-eight (78) criminal offenses were reported with a total number of thirty-two (32) adults and one (1) juvenile arrested.

OFFICER'S REPORT

- Alarms (7)
- Accidents (45)
- Alcohol involved incidents (1)
- Assaults (2)
- Domestic Assaults (16)
- Burglaries (2)
- Criminal Sexual Conduct (5)
- Damage to Property (5)
- Keys Locked in Vehicles (24)
- Loud Party (5)/ Public Disturbances (0)
- Thefts (22)
- Traffic Related Complaints (145)
- Vandalism (4)
- Warrant Pickups (13)
- Welfare Checks/Mental Health (39)

Officer Aaron Furth submitted his resignation from the Marshall Fire Department beginning September 6th, 2022. An eligibility roster was created, and Tannyr Curry was made a conditional offer of employment to fill the vacancy.

Probationary Officer Connor Roth completed Step 2 of the 14-week Field Training Program and has moved onto Step 3.

On August 2nd, the police department hosted National Night Out at Independence Park. Despite it being one of the hottest days of the year, we had a good response from our community.

EQUIPMENT: We currently have two squad cars out of service pending repairs. Both vehicles have been hauled to Willmar to receive needed repairs. One vehicle was damaged when it was struck by another vehicle and the second squad received significant damage from an individual being arrested. The individual caused close to \$6,000 in damage. Return date for the squads could be in November.

DETECTIVE REPORT

- Four separate auto theft cases reported during the month are under investigation. The cases do not appear to be related.
- Two burglary cases are under investigation. One of the burglaries was at a business, while the other burglary was residential.
- Five cases of criminal sexual conduct were investigated during the month of August. One of the cases was referred to the Lyon County Attorney's Office for consideration of charges.
- Four death investigations were completed.
- Six thefts by swindle cases were investigated during the month.
- A check forgery case involving four forged checks that were passed at a Marshall business was investigated. The case was forwarded to the Lyon County Attorney's Office for charges.
- A report of a 2nd Degree Assault involving a knife was investigated. The case was sent to the Lyon County Attorney's Office for charging consideration.
- Thirteen child protection reports and six reports from the Minnesota Adult Abuse Reporting Center were investigated jointly with Southwest Health and Human Services.
- A pre-employment background investigation was completed on a Police Officer candidate.
- Det. Sandgren attended CornerHouse Forensic Interview training on August 2nd – August 5th.
- Sgt. Buysse, Det. Kopitski, and Det. Sandgren assisted with the National Night Out event at Independence Park on August 2nd.

MERIT CENTER

- The Department of Public Safety continues to utilize the driving track and skills pad for CDL exam testing. There were 16 exams completed on the track in August.
- In August MN West conducted a CVI course, a Pilot Car course and EVOC class and continues to use the driving track for CDL training.
- On August 9th and 23rd ADM held rigging training at the MERIT Center for 47 employees.
- Driver's Education resumed in-person training at the MERIT Center August 8-14. 23 students attended.
- On August 10th the United Way held their annual Stuff the Bus event at the MERIT Center. They will return to hold this event here in 2023.
- Zeigler CAT hosted their annual Combine Clinic at the MERIT Center on August 11th.
- State of MN Police Chief's Association held Use of Force training at the MERIT Center for 24 officers on August 17th.
- On August 30-Sept 1 the MN State Patrol conducted DIAP training at the MERIT Center for 21 officers.
- The MERIT Center was utilized 48 out of 62 days in August with 427 people attending.

BUILDING PERMIT LIST - SEPTEMBER 13, 2022

Applicant Name	Location Address	Description of Work	Valuation
Tim Clancy	601 SOUTHVIEW DR E	Accessory Structure & Equipment (solar panels, antennas, etc)	\$68,950.00
Timothy Clancy	900 HIGHWAY 59 N	Accessory Structure & Equipment (solar panels, antennas, etc)	\$86,000.00
Tim Clancy	401 SARATOGA ST S	Accessory Structure & Equipment (solar panels, antennas, etc)	\$66,950.00
Tim Clancy	1300 LYON ST E	Accessory Structure & Equipment (solar panels, antennas, etc)	\$71,349.00
Donovan McCain	800 HIGHWAY 59 N	Other	\$250,000.00
PATTI A ALMICH	703 MARGUERITE AV	Building Demolition - Total Building ONLY, Doors, Interior Remodeling, Windows	\$229,000.00
BRELAND ENTERPRISES INC	604 MARSHALL ST W	Other	\$11,314.00
JEFF GLADIS CONSTRUCTION LLC	402 VIKING DR	Re-Roofing	\$7,100.00
MARSHALL LUMBER CO	302 OSLO AV	New Building/House	\$195,000.00
GESKE BUILDING & SUPPLY COMPAN	1007 SILVERVINE DR	Doors, Windows	\$4,200.00
LAYLE FRENCH CONSTRUCTION INC	500 MARSHALL ST W	Building Addition	\$142,000.00
BESSIE M SKALICKY	1109 FAIRVIEW ST E	Re-Roofing	\$6,300.00
GESKE BUILDING & SUPPLY COMPAN	205 ATHENS Unit B	Windows	\$2,800.00
INDEPENDENT LUMBER OF MARSHALL	512 COUNTRY CLUB DR	Deck	\$5,850.00
MICHAEL SLAGEL CONSTRUCTION LL	1640 THUNDERBIRD RD	Doors	\$1,500.00
STRAND HOME SERVICES LLC	603 DONITA AV	Deck, Doors	\$5,200.00
STRAND HOME SERVICES LLC	300 ROBERT ST	Deck	\$4,000.00
GESKE BUILDING & SUPPLY COMPAN	1104 DEVITO ST	Doors	\$2,100.00
INDEPENDENT LUMBER OF MARSHALL	106 GEORGE ST	Accessory Building	\$30,000.00
OWEN & DANIELLE R MARCUS JT	103 KATHRYN AV	Deck	\$5,000.00
DOOM & CUYERS CONSTRUCTION IN	706 BRIAN ST	Other, Re-Siding, Windows	\$25,371.00
Heather Willert	1403 COLLEGE DR W	Building Demolition - Total Building ONLY	\$130,000.00
JASPER A PEGEL	405 2ND ST S	Doors	\$1,400.00
MANUEL LAGUNAS ROJAS & CENOVIA LAGUNAS	407 2ND ST S	Re-Roofing	\$12,000.00
JH HEYMANN BUILDERS LLC	1122 HORIZON CR	Interior Remodeling	\$70,000.00



PLUMBING PERMIT LIST - SEPTEMBER 13, 2022

Applicant Name	Location Address	Description of Work	Valuation
JASPER PEGEL	510 LYON ST W	Plumbing - Interior remodeling, New bathroom	\$0.00
REGNIER ELECTRIC HEATING & COO	813 MAIN ST W	HVAC - Air Conditioning	\$5,400.00
HEARTLAND MECHANICAL INC	901 ANDREW ST	Plumbing - New building	\$0.00
RACHEL ANN & JARED DAVID SANOW	620 THOMAS AV W	Both - Interior remodeling, New bathroom AND [Running ducts to the new spots]	\$1,000.00



SIGN PERMIT LIST - SEPTEMBER 13, 2022

Applicant Name	Location Address	Description of Work	Valuation
AP Design	100 COLLEGE DR W	Wall Mounted Sign	\$6,400.00
AP Design	100 COLLEGE DR W	Wall Mounted Sign	\$8,650.00
Quicksigns of Willmar	1400 SARATOGA ST S	Monumental (ground) Sign	\$57,000.00
Scenic Sign	1221 MAIN ST E	Face Replacement , Wall Mounted Sign	\$20,000.00

2022 Regular Council Meeting Dates

2nd and 4th Tuesday of each month *(Unless otherwise noted)*

5:30 P.M.

City Hall, 344 West Main Street

January

1. January 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

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

September

- 09/13 Budget Work Session, 4:00 PM, City Hall
 - 09/13 Regular Meeting, 5:40 PM, City Hall
 - 09/14 Planning Commission, 5:30 PM, City Hall
 - 09/27 Regular Meeting, 5:30 PM, City Hall
-

October

- 10/04 Airport Commission, 4:30 PM, City Hall
 - 10/05 Diversity, Equity, and Inclusion Commission, 3:00 PM, City Hall
 - 10/11 Work Session, 4:00 PM, City Hall
 - Health & Dental Insurance
 - 10/11 Regular Meeting, 5:30 PM, City Hall
 - 10/12 Planning Commission, 5:30 PM, City Hall
 - 10/25 Regular Meeting, 5:30 PM, City Hall
-