



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

Tuesday, April 26, 2022 at 5:30 PM
City Hall, 344 West Main Street

OPENING ITEMS

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Consider approval of the minutes from the regular meeting held on April 12, 2022.

PUBLIC HEARING

2. Sounds of Summer 2022 – 1. Public Hearing on Private Use of Public Streets and Parking Lots (August 18-21, 2022); 2. Approval of Private Use of Public Streets and Parking Lots (August 18-21, 2022); 3. Approval of Parade (August 20, 2022).
3. Conduct a Public Hearing for the Small Cities Development Grant.

AWARD OF BIDS

CONSENT AGENDA

4. Consider Approval of the Red Baron Arena & Expo Sponsorship Agreements.
5. Approve Flaherty and Hood Lobbying Services Contract for Technical Education Pilot Program
6. Wastewater Treatment Facilities Improvement Project – Consider Payment of Invoice 0286432 to Bolton & Menk, Inc.
7. Introduction of an Ordinance Amending Chapter 2, Section 2, Boards, Commissions, and Authorities.
8. Introduction of an Ordinance Amending Chapter 22, Section 22-91 through 22-95, Mobile Food Units and Food Carts.
9. Introduction of Various Zoning Ordinance Amendments.
10. Consider approval of a Temporary 3.2 Percent Malt Liquor Licenses for the Marshall Baseball Association.
11. Consider Approval of a LG230 Application for the American Legion Post 113.
12. Consider approval of a Temporary On-Sale Intoxicating Liquor License for the Convention and Visitors Bureau.
13. Façade Improvement Grant Fund Request
14. Consider approval of the bills/project payments

APPROVAL OF ITEMS PULLED FROM CONSENT

OLD BUSINESS

TABLED ITEM

NEW BUSINESS

15. Request for Conditional Use Permit by BN Kor Investments LLC at 507 South Highway 23
16. Consider Award of Proposal for Wastewater Toxicity Reduction Evaluation (TRE) Study and NPDES Permit assistance.

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.

- [17.](#) Project ST-005: Lyon Street Parking Lots Project (Baldwin and Rose) – Consider Authorization to Advertise for Bids.
- [18.](#) Project ST-023: W. Lyon Street (College to 1st) Reconstruction Project - Consider Resolution Approving Plans and Specifications and Ordering Advertisement for Bids.
- [19.](#) Project AP-003: Snow Removal Equipment (SRE) and Aircraft Rescue Firefighting Facility (ARFF) – Application for Federal and State Grants.
- [20.](#) Consider Resolution(s) Awarding the Sale of General Obligation Bonds, Series 2022A, and General Obligation Refunding Bonds, Series 2022B
- [21.](#) Naming of Community Space next to City Hall

COUNCIL REPORTS

- [22.](#) Commission/Board Liaison Reports
- 23. Councilmember Individual Items

STAFF REPORTS

- 24. City Administrator
- 25. Director of Public Works
- 26. City Attorney

ADMINISTRATIVE REPORTS

INFORMATION ONLY

- [27.](#) Information Only

ADJOURN TO CLOSED SESSION

- [28.](#) City Real Estate Needs

MEETINGS

- [29.](#) Upcoming Meetings

ADJOURN

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 26, 2022
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider approval of the minutes from the regular meeting held on April 12, 2022.
Background Information:	Enclosed are the minutes from the regular meeting held on April 12, 2022.
Fiscal Impact:	None
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk Kyle Box, prior to the meeting.
Recommendations:	That the minutes from the regular meeting held on April 12, 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, April 12, 2022**

The regular meeting of the Common Council of the City of Marshall was held April 12, 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, 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; E.J. Moberg, Director of Administrative Services; Jim Marshall, Director of Public Safety; Sheila Dubs, Human Resource Manager; Preston Stensrud, Parks Superintendent; Scott Truedson, Wastewater Facilities Superintendent, and Kyle Box, City Clerk.

The Pledge of Allegiance was recited at this time.

Mayor Byrnes requested that item 2, Project ST-023: W. Lyon Street (College to 1st) Reconstruction Project - 1) Public Hearing on Improvement; 2) Consider Resolution Ordering Improvement and Preparation of Plans be switched with item 3, Block 11 Tax Increment Financing Public Hearing and Resolution Adoption and to add an additional agenda item at the end of new business, Consider Appointments to Various Boards and Commissions. There was a general consensus to operate under the amended agenda.

Consider approval of the minutes from the work session and regular meeting held on March 22, 2022.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister that the minutes from the work session and regular meeting held on March 22, 2022 be approved as filed with each member and that the reading of the same be waived. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Labat, Councilmember Lozinski. Voting Abstaining: Councilmember DeCramer. The motion **Carried. 5-0-1**

Block 11 Tax Increment Financing Public Hearing and Resolution Adoption

Project Details

CBC Fischer Group has proposed a three-phase, \$12 million in-fill development on Block 11 located in Downtown Marshall. The project phases are as follows:

Phase 1: Three-story building with 33 one-bedroom units and six two-bedroom units (Corner of Lyon St and 1st St)

Phase 2: Three-story building with 18 one-bedroom units and four two-bedroom units plus 4,420 sq. ft of first floor commercial. (Corner of 1st and Main St)

Phase 3: Three-story building with 18 one-bedroom units and four two-bedroom units plus 4,420 sq. ft of first floor commercial. (Corner of College and Lyon St)

The project includes 83 parking units with anticipated additional on-street parking on Lyon Street. A conditional use permit was approved by Planning Commission in January for an apartment in the B-2 Central Business District for Phase 1 of the development.

According to our recent Housing Study, Marshall has a need for 124 new market rate apartment units. In addition, there is a need for 665 general occupancy housing units within the city.

The additional commercial space would also be beneficial to the Downtown District as vacancy rates are low and interest has been shown for retail and office space in the district.

Construction of Phase I is expected to start Spring of 2022. Phase I will include 33 one-bedroom apartments and 6 two-bedroom apartments.

TIF Background

The Marshall EDA is requesting the establishment of a Tax Increment Financing (TIF) Redevelopment District to assist with financing a portion of the costs associated with redevelopment of the project site and construction of a three-phase housing and mixed-use commercial development on Block 11. The developer is requesting a 26-year, \$1.302 million pay-as-you-go TIF for all three phases of development. Through the terms of the TIF Assistance Agreement, the City would pledge 50% of annual increment to the developer and retain the remaining 50% to finance \$400,000 of land cost with 3% interest, administrative expenses, and eligible redevelopment pooling expenses. The total estimated tax increments estimated to be generated by all three phases of development would be \$2.604 million.

TIF districts are used to fund the revitalization of deteriorating or distressed areas.

"Redevelopment district" means a type of tax increment financing district consisting of a project, or portions of a project, within which the authority finds by resolution that one or more of the following conditions, reasonably distributed throughout the district, exists:

- a. parcels consisting of 70 percent of the area of the district are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures and more than 50 percent of the buildings, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance;
- b. the property consists of vacant, unused, underused, inappropriately used, or infrequently used rail yards, rail storage facilities, or excessive or vacated railroad rights-of-way;
- c. tank facilities, or property whose immediately previous use was for tank facilities, as defined in section 115C.02, subdivision 15,
- d. a qualifying disaster area, as defined in subdivision 10b.

The EDA is requesting the use of tax increment revenue to finance eligible costs associated with redevelopment of the site including acquisition, site improvements, parking improvements (public and private), and public improvements, as well as related administrative expenses. Tax increment from a redevelopment TIF cannot be used to construct buildings.

Block 11 was first identified as a redevelopment priority back in 1997 in a study conducted by DSU under the guidance of the former Downtown Task Force. TIF was identified at that time as a long-term funding tool for the redevelopment of downtown, including the Block 11 area. The City purchased the first two properties in 2002 and continued to acquire the blighted and substandard properties through 2018.

The EDA released RFPs on the site in 2009 and 2018. The 2018 RFP did receive two proposals, one of which signed a predevelopment agreement, but the project did not develop, and the agreement was allowed to expire.

The current City of Marshall Comprehensive Plan, states that the Central Business District (CBD) is a very important element in the City of Marshall. It also lays out the following goals under Downtown:

- 1) Create an atmosphere in the downtown area that is conducive and supportive of housing in the downtown area.
- 2) Identify and promote an appropriate mix of retail and service businesses in the downtown area.
- 3) Encourage appropriate redevelopment of the downtown area.
- 4) Promote the cooperation of the public and private sector in redevelopment consistent with the need to maintain a strong downtown area.
- 5) Encourage a positive, vital, and unique image for the downtown area.

The fiscal impact of this TIF District is \$2.604 million over life of the 26-year maximum term of the Redevelopment TIF District.

City Administrator Sharon Hanson provided the background material via PowerPoint. Administrator Hanson introduced Mikaela Huot with Baker Tilly to review the TIF District and process the Council is being asked to review and act on.

John VanDyke, representing the project as the construction manager provided an overview of their plans for the project. This project would not be able to occur without TIF.

Councilmember Lozinski asked if this project would have income-based housing. Administrator Hanson commented that this is not a requirement for this TIF project, and that the Developer may not be interested in requiring it for this project.

Councilmember Lozinski asked if this project is a pay as you go TIF. Administrator Hanson commented that it is.

City Attorney Dennis Simpson provided additional clarification in that this project would be similar to the Unique Opportunities project without the subsidized housing requirement. This would be a phased development.

Leroy Affolter, 302 Jean Ave, commented on the need for parking within the area of the project. Director Anderson provided an update on parking and that a Conditional Use Permit has previously been granted to the developer for parking requirements.

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer Close the Public Hearing. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer approve resolution approving establishment of Project Area No. 1 and a Project Plan therefor; approving establishment of Tax Increment Financing (Redevelopment) District No. 1-15 and a Tax Increment Financing Plan, therefore. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer. Voting Nay: Councilmember Labat, Councilmember Lozinski. The motion **Carried. 4-2**

Project ST-023: W. Lyon Street (College to 1st) Reconstruction Project - 1) Public Hearing on Improvement; 2) Consider Resolution Ordering Improvement and Preparation of Plans.

Property owners affected by the above-referenced project have been notified, according to law, that a hearing would be held on April 12, 2022. A public presentation will be made followed by any discussion.

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

If the City Council decides to proceed with the project, the attached resolution has been prepared ordering the improvement and the preparation of plans. Per Minn. Stat. 429.031, adoption requires a “super-majority” vote, meaning the council can only adopt the resolution by a four-fifths vote of all members of the Council. To achieve a four-fifths vote of all members of the Council, five votes would be required for a “super-majority”. The engineer’s estimate for the construction portion of the project is \$338,000. The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs is \$432,000. All improvements will be assessed according to the current Special Assessment Policy, including but not limited to participation from Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem. Final approval of the project must include determination of funding sources.

Jason Anderson Director of Public Works/ City Engineer provided the background information on the agenda item.

Ron Schilling, 200 East College Drive, commented on this project and the Block 11 project. Mr. Schilling commented on the assessment process for this project with limited tenants within the project area.

Councilmember Labat asked for a clarification on the street width. Director Anderson commented that the street width will be narrowed.

Motion made by Councilmember DeCramer, Seconded by Councilmember Labat that the Council close the public hearing on improvement for Project ST-023: W. Lyon Street (College to 1st) Reconstruction Project. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski that the Council adopt RESOLUTION NUMBER 22-047, which is the Resolution Ordering Improvement and Preparation of Plans” for Project ST-023: W. Lyon Street (College to 1st) Reconstruction Project. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat,

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

Consider Award of Proposal for Wastewater Sanitary Manhole Sealing and Relining Project.

The Wastewater Department has been annually relining some of the worst sanitary manholes that have become deteriorated due to age and hydrogen sulfide. These are in poor structural shape and leaking ground water into the sanitary system. We have found a relining system that is working very well and is much cheaper than replacing the manholes. Once relined, the manholes should have a life expectancy of 50 years again. Each year, an amount is budgeted to do several manholes out of the WWTF Equipment Repair & Maintenance line item. We have been doing this since 2018 with good results.

Per the Finance Department, this project will be funded from Wastewater Equipment Repair & Maintenance (Account# 602-49500-53415).

Motion made by Councilmember Schafer, Seconded by Councilmember Meister that the Council approve acceptance of the quote from Hiperline of Cokato, Minnesota, in the amount of \$34,168.00 for the above-referenced project sealing and relining three manholes in 2022. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Consider Approval of the Consent Agenda

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer to approve the consent agenda. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski

Approval of Consumption and Display License for Southwest Minnesota State University.

Approval of a Temporary On-Sale Intoxicating Liquor License for Holy Redeemer Church for August 17, 2022.

Approval of two LG220 Application for Exempt Permits for Holy Redeemer Church.

Approval of a LG220 Application for Exempt Permit for the Marshall Fire Department Relief Association.

Approval of a LG220 Application for Exempt Permit for the Knights of Columbus.

Approval for a Transient Merchant License for TNT Fireworks.

Authorization to declare vehicles as surplus property for the Marshall Police Department.

Approval to declare signage as surplus item and consider donation to Marshall Public Schools.

Approval for the Request of Shades of the Past Car Club -- June 3, 2022 Cruise and June 4, 2022 Car Show.

Approval of Resolution Number 22-049, a Resolution Authorizing Sale of City owned property.

Approval to Call for Public Hearing for Private Use of Public Streets and Parking Lots for Sounds of Summer – August 18-21, 2022.

Approval of a Service Agreement for Concessionaire at Amateur Sports Complex

Approval of the bills/project payments

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

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

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

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

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

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

At their meeting on March 22, 2022, the City Council conducted a public hearing. There was no input from the audience. With only four members of the City Council present, a unanimous vote was required to pass the ordinance. The motion failed on the adoption of the ordinance due to a 3-1 vote of the Council. The Council elected to bring the item back to Council at this meeting to be heard by the entire City Council.

Motion made by Councilmember Lozinski, Seconded by Councilmember Meister that the Council adopt Ordinance No. 22-002, which is the Ordinance Amending Chapter 62 of the City Code establishing Sec. 62-11 - Access Management (Driveway Ordinance). Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

MPCA Chloride Reduction Grant – 1) Consider Authorization to Utilize Wastewater Funds for Grant Match; 2) Agreement with Bolton & Menk, Inc.

At the November 23, 2021 City Council meeting, staff presented to the Council an opportunity to apply for an MPCA Chloride Reduction Grant, through Bolton & Menk. The Council agreed to move forward with the grant application at this meeting.

Bolton & Menk has been awarded this grant through the MPCA. The grant is a \$250,000 grant that is split between the cities of Worthington and Marshall.

The grant requires a 25% match which would require a \$31,250 investment from each community. Below is a preliminary proposed cost outline from Bolton & Menk:

- Rebates or other incentives--\$100,000 for each community
- Preparation of rebate program and tracking (Engineering)--\$50,000
- Preparation of educational information (Engineering)--\$50,000
- Final reporting to MPCA--\$12,500

Based on the above numbers, with the City contributing \$31,250, we will end up with \$100,000 of money to invest into a rebate program or other incentive type of program, as well as having the engineering services to set up and administer the program covered by Bolton & Menk. The rebate program may offer cost coverage of softener adjustment, it may cover a portion of the cost to replace outdated softeners, or some combination of the two. City staff plans to meet with Bolton & Menk and Worthington Public Utilities staff on April 19th to begin formulating the program for the project as well as determining how to administer the program.

Included in the Council packet for Council consideration is an agreement between the City and Bolton & Menk to utilize these grant funds. The City will be responsible for making all rebate payments and making all engineering payments to Bolton & Menk for engineering services rendered. Bolton & Menk would then send all documentation into the MPCA for grant payment and Bolton & Menk would reimburse the City. This arrangement is outlined in section 3.A.2 of the agreement.

Required grant match in the amount of \$31,250. MMU has agreed to split cost responsibility for the \$31,250 local match. The result is a \$15,625 cost to the Wastewater Department.

The 2022 Wastewater budget has adequate funding available in line item 602-49500-58180 Refunds & Reimbursements. As identified in the project background, the City will be responsible for making all payments upfront, totaling \$156,250, with the ability to submit for monthly grant reimbursements that total \$125,000. The remaining \$31,250 will be split evenly between MMU and the Wastewater Department.

Motion made by Councilmember DeCramer, Seconded by Councilmember Lozinski that the Council authorize City staff to utilize \$15,625 in Wastewater Department funds for the grant match to the MPCA Chloride Reduction Grant.

Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Motion made by Councilmember Schafer, Seconded by Councilmember Meister that the Council authorize entering into a Professional Services agreement with Bolton & Menk, Inc. of Mankato, Minnesota. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Call for a Public Hearing for the Small Cities Development Grant Project Update.

This public hearing is to give a project update and respond to any questions that citizens have about the Marshal SCDP grant. This is a required public hearing that must be held part way through the grant.

Jeff Gladis will be in attendance at the April 26, 2022 regular meeting to provide an update on the project.

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer That the Council call for a public hearing to be held on Tuesday, April 26 at 5:30 PM at City Hall regarding the Small Cities Development Grant Project Update. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat. Voting Abstaining: Councilmember Lozinski. The motion **Passed. 5-0-1**

Consider approval to go into closed session pursuant to Minn. Stat. §13D.03, subd. 1(b) to consider strategy for union negotiations

At 6:48 PM, Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski To approve going into closed session pursuant to Minn. Stat. §13D.03, subd. 1(b) to consider strategy for union negotiations. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

At 7:12 PM, the City Council came back into open session.

Consider approval of labor agreements between the City of Marshall and Law Enforcement Labor Services, Inc., Local No. 190

The 2019-2021 labor agreements with Law Enforcement Labor Services, Inc., Local No. 190 expired on December 31, 2021. Tentative agreement with the union on contract terms for new three-year agreements (2022-2024) have been reached.

Motion made by Councilmember Meister, Seconded by Councilmember DeCramer. to approve a collective bargaining agreement, memorandum of understanding, and memorandum of agreement between the City of Marshall and Law Enforcement Labor Services, Local No. 190. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Consider Appointments to Various Boards and Commissions

Mayor Byrnes recommended the following individuals to various boards and commissions.

Frances Andrzejewski be appointed to the Adult Community Center to a term set to expire, 5/31/2025.

Catherine Schlagel be appointed to the Convention and Visitors Bureau to a term set to expire, 12/31/2024

Cindy Verschaetse be reappointed to the Marshall Municipal Utilities Commission to a term set to expire, 05/31/2027

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to approve the various appointments to boards and commissions. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Commission/Board Liaison Reports

Byrnes Southwest Regional Development Commission will meet and discuss and review the 2025 MnDOT construction projects.

Fire Relief Association met and reviewed the quarterly report. The fund is down 6.6%.

- Schafer Airport Commission met and reviewed previous items that have previously been before the council. Director Anderson added that staff are close to having the SRE predesign item nearing completion.
- Meister No Report
- DeCramer Diversity, Equity, and Inclusion Commission met and formed a subcommittee for 2022 Welcoming week.
- Labat Library Board met and reviewed the classification and compensation study and timeframe for the 2023 budget.
- Lozinski No Report

Councilmember Individual Items

Councilmember Lozinski wanted to thank the Parks Department for their efforts on preparing the baseball fields over the last weekend.

Councilmember Labat requested an update on the Enterprise Fleet Management at a future council meeting.

Councilmember DeCramer requested an engineering update on the Broadmoor Construction contract.

Mayor Byrnes discussed having an emergency plan for city hall and the city council. Mayor Byrnes also requested an update on the census.

City Administrator

City Administrator requested a future closed meeting with the City Council on potential real estate inquiries.

Director of Public Works

Director of Public Works/ City Engineer Jason Anderson commented that staff are ready to work with Broadmoor when the grant is finalized. Administrator Hanson and Attorney Simpson commented that the grant has been submitted with the scope of work.

Director Anderson also commented on a Master Partnership Work Order in participation with the intersection study at 3rd and Main. Additional meetings have been held regarding a MnDOT Raise Grant, 3rd street, and lighting around Independence Park.

City Attorney

City Attorney Dennis Simpson commented that document review will occur for the Block 11 Transfer and that Helena is continuing with the volunteer clean up process with the Department of Agriculture.

Administrative Brief

There were no questions on the Administrative Brief.

Information Only

There were no questions on the information items.

Upcoming Meetings

There were no questions on the upcoming meetings.

Adjourn

At 7:38 P.M., Motion made by Councilmember Lozinski, Seconded by Councilmember DeCramer to adjourn.
Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer,
Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Mayor

Attest:

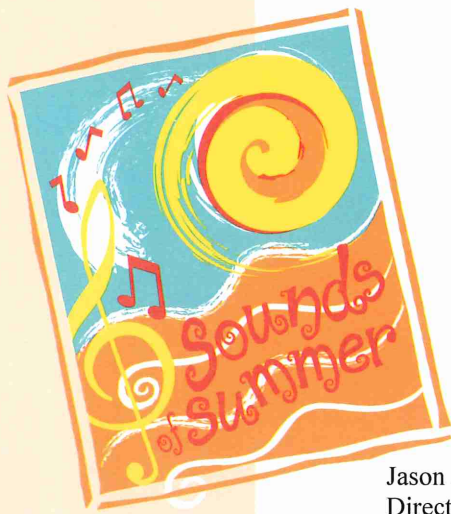
City Clerk



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 26, 2022
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Sounds of Summer 2022 – 1. Public Hearing on Private Use of Public Streets and Parking Lots (August 18-21, 2022); 2. Approval of Private Use of Public Streets and Parking Lots (August 18-21, 2022); 3. Approval of Parade (August 20, 2022).
Background Information:	<p>Attached is a request from the Sounds of Summer Committee requesting permission for the following:</p> <ul style="list-style-type: none"> - Closure of West College Drive (TH 19) (08/18-08/21/2022 (Th-Sun)): Closure of West College Drive from the corner of Main Street to Saratoga Street, and also closure of Marvin Schwan Memorial Drive from West College Drive (TH 19) to South 1st Street on the following dates and times to allow adequate time for clean up after the Saturday evening activities. Please see attached “Exhibit A”. <ul style="list-style-type: none"> • Thursday, August 18 - 4 pm to Friday, August 19 - 1 am • Friday, August 19 - 4 pm to Saturday, August 20 - 1 am • Saturday, August 20 - 6 am to Sunday, August 21 - 3 am - Parade Line-Up (08/20/2022 (Sat)): Closure of East Lyon Street, beginning at the corner of Nuese Lane to Jewett Street on Saturday, August 20, 2022 starting at approximately 12 noon to approximately 5 pm. Line-up would begin at 2 pm. Please see attached “Exhibit B”. - Parade (08/20/2022 (Sat)): Closure of East Lyon Street from South Bruce Street to Main Street and closure of Main Street from East Lyon Street to North 6th Street Saturday, August 20, 2022 from 3:00 pm to approximately 6:00 pm. Parade would start at 4:00 pm with an estimated 5:30 pm end time. Please see attached “Exhibit B”. <p>In accordance with Section 62-6 of the Marshall City Code, the Director of Public Works/City Engineer may refer any application for private use of public streets and parking lots on either a temporary or permanent basis to be considered by the Marshall City Council.</p> <p>Due to the magnitude of the proposed event and potential impact to the businesses adjacent to the areas that are being requested to be blockaded, City Staff would recommend that the City Council hold a public hearing on these requests prior to granting final approval.</p> <p>In the past, the City’s Public Safety and Public Works Divisions have worked with applicants on the issues and public safety concerns that would need to be addressed as part of this request. In addition, it would be City Staff’s intent to have a representative from the Committee present at the hearing to provide a brief overview of the activities and events that are going to occur during the celebration.</p>
Fiscal Impact:	There will be costs involved for personnel for set-up and take-down of the detours, barricades, traffic control and street sweeping. Staff is proceeding with plans not to charge fees for this event based on past practice. Costs for operations attributed to the parade only are estimated at less than \$5,000.

Alternative/ Variations:	City Council may direct to require fees for these operations to be billed by rates according to the Resolution of Fees and Rates as an amendment to the proposed recommendations.
Recommendation:	<p>Recommendation No. 1 that the Council close the public hearing.</p> <p>Recommendation No. 2 that the Council approve the private use of public streets and parking lots for Sounds of Summer (August 18-21, 2022)</p> <p>Recommendation No. 3 that the Council approve the Sounds of Summer Parade to be held Saturday, August 20, 2022, subject to Mn/DOT approval.</p>



April 2022

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

Dear Jason:

As members of the Marshall Sounds of Summer Planning Committee, we hereby request permission to close West College Drive from the corner of Main and College to Saratoga Street, and also Marvin Schwan Drive from College Drive to South 1st Street on the following dates and times:

Thursday August 18, 2022 and Friday August 19, 2022 from 4:00 p.m. to 1:00 a.m., and Saturday August 20, 2022 from 6:00 a.m. to Sunday August 21, 2022 to approximately 3:00 a.m. Please see exhibit "A."

This would allow us adequate time for clean up after the evening activities. This would allow for set up and tear down prior to and after the celebration.

Our second request is to have permission to hold our Sounds of Summer Parade on Saturday August 20, 2022, along the same route as prior years. Line-up would begin at Jewett Street and East Lyon Street to Bruce Street, the start of the parade. It would proceed to East Main Street (TH59) in a Northwestern path to downtown Marshall and ending between 5th and 6th Streets. Line up would begin at 2:00 p.m. Parade would start at 4:00 p.m. with an estimated 5:30 p.m. end time, or if exceptionally large parade, could be 6:00 p.m. Please see exhibit "B." In the past it has been requested that we secure your permission as well as working with City and County Law Enforcement to temporarily close TH59 and TH68 through the parade route and to coordinate that with MNDOT.

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

Please respond at your earliest convenience so we may proceed planning the remainder of our Sounds of Summer 2022 celebration. We would also be available to discuss these requests with you.

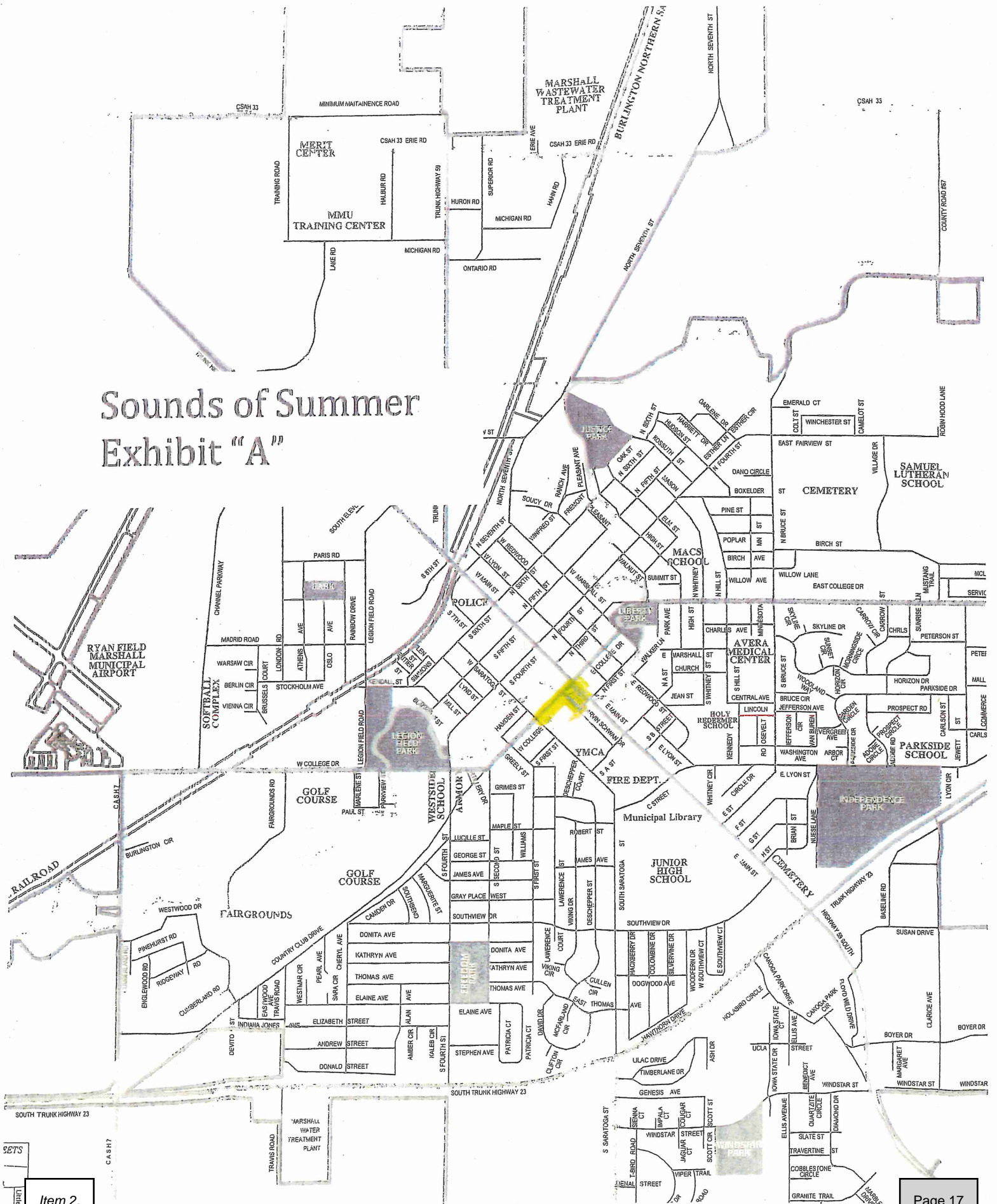
Any additional information you may need, please let us know.

Sincerely,

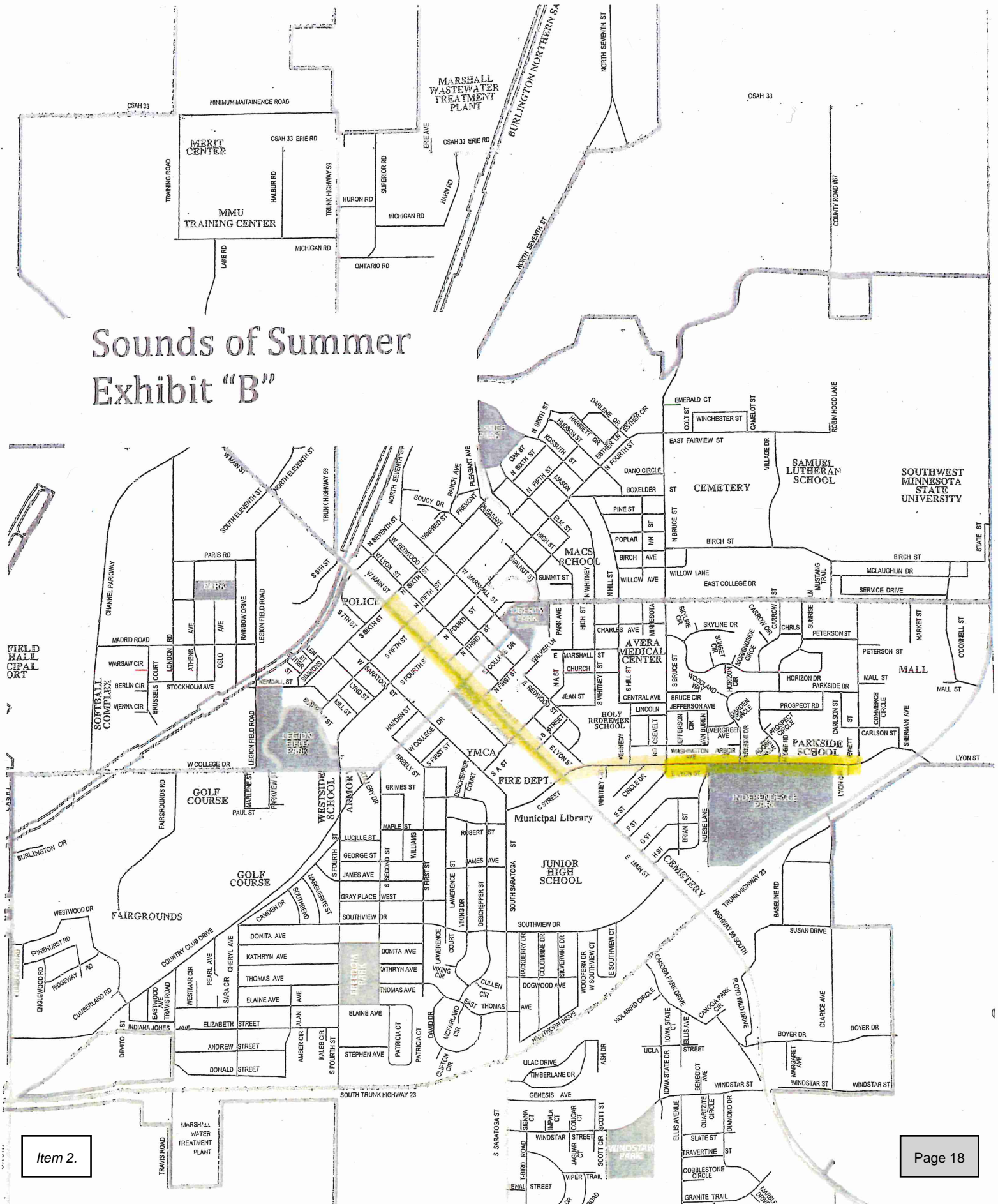
Brock Klaith, Carrie Jones, Marc Klaith
Marshall Sounds of Summer Committee Officers

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

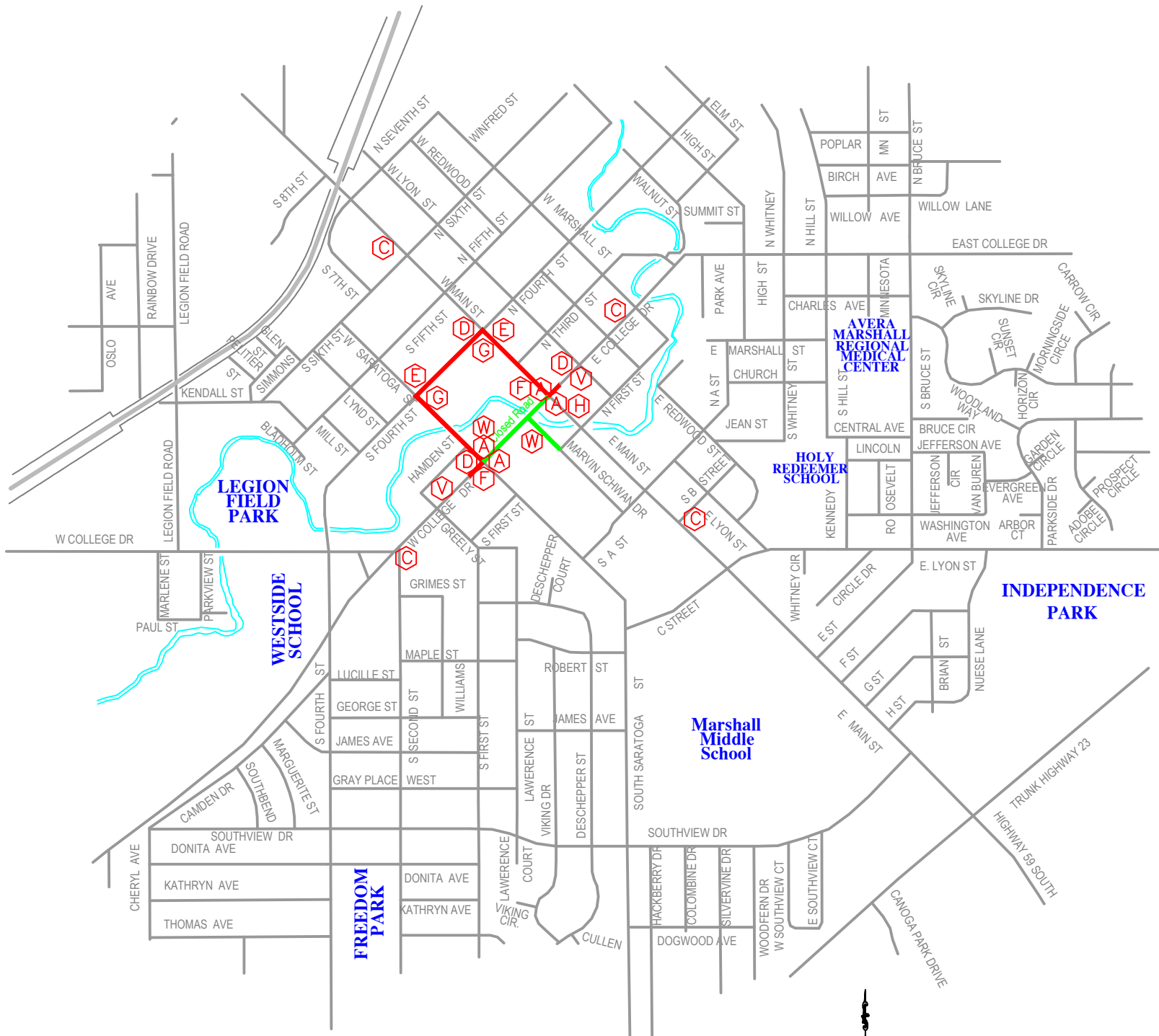
Sounds of Summer Exhibit "A"



Sounds of Summer Exhibit "B"



DETOUR SIGNING PLAN



NORTH

CITY OF MARSHALL
LYON COUNTY
MINNESOTA

NOT TO SCALE

R11-2

G20-2

FLASHERS NOT SHOWN

DETOUR WEST

19

M4-8
M3-4a
M1-5a
M6-3a

G20-2

FLASHERS NOT SHOWN

DETOUR EAST

19

M4-8
M3-2a
M1-5a
M6-3a

DETOUR AHEAD

1500 FEET

W20-2

*1500' FROM INT.

END DETOUR

M4-8a

*500' FROM INT.

Police

DETOUR WEST

19

M4-8
M3-4a
M1-5a
M5-1a (RIGHT)

DETOUR WEST

19

M4-8
M3-4a
M1-5a
M5-1a (LEFT)

DETOUR EAST

19

M4-8
M3-2a
M1-5a
M5-1a (LEFT)

DETOUR EAST

19

M4-8
M3-2a
M1-5a
M5-1a (RIGHT)

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS

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

ALL TRAFFIC CONTROL DEVICES SHALL HAVE RETROREFLECTIVE SHEETING.

Item 2.

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

Sounds of Summer Road Closure

Detour Plan

DATE
4/21/2021

DRAWN BY
Page 19

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 26, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Conduct a Public Hearing for the Small Cities Development Grant.
Background Information:	<p>This public hearing is to give a project update and respond to any questions that citizens have about the Marshall Small Cities Development Program grant. This is a required public hearing under the SCDP grant.</p> <p>A representative will be in attendance at the April 26, 2022 regular meeting to provide an update on the project.</p>
Fiscal Impact:	NA
Alternative/ Variations:	None Recommended
Recommendations:	Recommendation No. 1: Close the Public Hearing.

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 26, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of the Red Baron Arena & Expo Sponsorship Agreements.
Background Information:	Red Baron Arena & Expo Sponsorship renewal with Bluepeak (Vast) this contract is a trade out and no cash is exchanged. New Red Baron Arena & Expo sponsorship Titan Machinery, this contract includes marketing opportunities.
Fiscal Impact:	Bluepeak in kind trade / Titan \$5,000 per year.
Alternative/ Variations:	
Recommendations:	To Approve the Sponsorship Agreements with Bluepeak and Titan.

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement") is entered into as of April 1st 2022 (the "Effective Date") by and between City of Marshall, Minnesota, a municipality of the State of Minnesota (the "City"), and Titan Machinery, (the "Sponsor," and together with the City, the "Parties").

RECITALS

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

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

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

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

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

1. GRANT OF RIGHTS.

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

2. SPONSORSHIP FEE.

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

3. TERM.

This Agreement is effective as of the Effective Date and shall continue in force, unless otherwise terminated in accordance with the provisions of Section 4(B) of this Agreement, until July 1st, 2027, (the "Term").

4. SPONSORSHIP RENEWAL AND TERMINATION.

(A) SPONSORSHIP RENEWAL.

The Sponsor shall have the right of first negotiation to negotiate a two (2) year renewal of the Sponsorship Rights at completion of the Term. The City shall negotiate exclusively

with the Sponsor for a period of one hundred eighty (180) days prior to the expiration of the Term with respect to the terms and conditions of the Sponsorship Rights for the next offering from the City.

(B) **TERMINATION.**

This Agreement may be terminated:

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

5. RESPONSIBILITIES.

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

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

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

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

6. PARTIES' REPRESENTATIONS AND WARRANTIES.

- (A) The Parties each represent and warrant as follows:
 - (i) Each Party has full power, authority, and right to perform its obligations under the Agreement.
 - (ii) This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
 - (iii) Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.
- (B) The City hereby represents and warrants as follows:
 - (i) The Property shall be operated in accordance with and shall not violate any applicable laws, rules, or regulations, and the City shall obtain all permissions required to comply with such laws, rules, or regulations.
 - (ii) The City shall notify the Sponsor of any changes that would materially change the deliverable elements at least ninety (90) days before implementing such changes.
 - (iii) The obligations required by this Agreement shall be performed by the City or the City's staff, and the Sponsor shall not be required to hire, supervise, or pay any assistants to help the City perform such obligations.
- (C) The Sponsor hereby represents and warrants as follows:
 - (i) The Sponsor will make timely payments of the Sponsorship Fee to the City under this Agreement and as detailed in Exhibit A hereto.
 - (ii) The Sponsor shall provide such other assistance to the City as the Sponsor deems reasonable and appropriate.

7. TRADEMARKS.

- (A) Sponsor Trademarks.
 - (i) License. The Sponsor hereby grants the City a non-exclusive limited license to use, display, and reproduce its logos, trademarks, service marks, and trade names (each, a "Sponsor Trademark" and collectively, the "Sponsor Trademarks") only in connection with the promotion and advertisement of the Property and any listing of the sponsors of the Property during the Term and any Renewal Term. The City agrees to obtain the consent of the Sponsor before each use, display, and reproduction of the Sponsor Trademarks.

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

(B) Property Trademarks.

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

8. EVENT MERCHANDISE.

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

9. INDEMNIFICATION.

- (A) Of Sponsor by City. . The City's liability shall be subject to the limitations and provisions of the Minnesota Tort Claims Act and other applicable law. The City shall indemnify and hold harmless the Sponsor and its officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any and all damages,

liabilities, costs, expenses, claims, and/or judgments, (collectively, the "Claims") that any of them may suffer from or incur and that arise or result primarily from (i) any inaccuracy of any representation or warranty made by the City under this Agreement, or (ii) the City's breach of any of its obligations, agreements, or duties under this Agreement, or (iii) the City, including, but not limited to Claims for bodily injury, death, or property loss, but only in proportion to and to the extent such Claims arise out of or are caused by the negligent or intentional acts or omissions of the City and/or the City's officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns.

- (B) Of City by Sponsor. Subject to limits applicable under Minnesota law, the Sponsor shall indemnify and hold harmless the City and its officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any Claims that any of them may suffer from or incur and that arise or result primarily from any inaccuracy of any representation or warranty made by the Sponsor under this Agreement or the Sponsor's breach of any of its obligations, agreements, or duties under this Agreement.

10. INSURANCE.

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

11. FORCE MAJUERE

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

12. NATURE OF RELATIONSHIP.

The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. Nothing in this Agreement shall create any obligation between either Party and a third party.

13. AMENDMENTS.

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

14. ASSIGNMENT.

Neither Party may, without the prior written consent of the other Party, assign, subcontract, or delegate its obligations under this Agreement, except that the Sponsor may assign this Agreement to a purchaser of all or substantially all of the Sponsor's assets, provided that the Sponsor guarantees the performance of and causes the assignee to assume all obligations of the Sponsor under this Agreement. City may assign the

operational and management duties of the Property to a third party provider, subject to the terms and conditions of this Sponsorship Agreement.

15. SUCCESSORS AND ASSIGNS.

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

16. NO IMPLIED WAIVER.

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

17. NOTICE.

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

If to the Sponsor:

Titan Machinery ATTN: Mike Hall; Director of Marketing
1201 US HWY 59
Marshall, MN 56258

If to the City:

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

18. GOVERNING LAW.

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

19. COUNTERPARTS/ELECTRONIC SIGNATURES.

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

20. SEVERABILITY.

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

21. ENTIRE AGREEMENT.

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

22. HEADINGS.

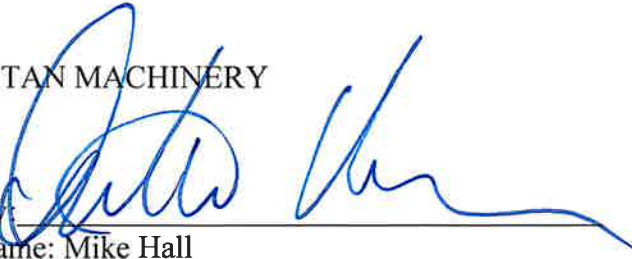
Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

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

SPONSOR

TITAN MACHINERY

By: 

Name: Mike Hall

Title: Director of Marketing

CITY

CITY OF MARSHALL

By: _____

Name: Robert J. Byrnes

Title: Mayor

ATTEST:

By: _____

Name: Kyle Box

Title: City Clerk

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

1. SPONSORSHIP RIGHTS.

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

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

- 1) Videoboard Sponsorship. The 13’ 8” x 25’ videoboard located in the main arena will feature video spots at City controlled events. Ten and thirty-second advertisement will be included for sponsor.
- 2) Brand / Company Signage name and logo to be placed on the scoreboard in the Main rink / arena.
- 3) Digital Media. Sponsor logo will be included in all digital/social media controlled by the City (arena website, social media campaigns, etc.)
- 4) In-Ice Logo. Sponsor shall receive one in-ice logo in the main arena. Logo is to be provided by Sponsor. All costs to the development and placement of the in-ice logo has been included in the sponsorship cost. (\$800 annually for paint cost) If the sponsors logo changes, the sponsor is responsible for new logo implementation.
- 5) Fence Sign Logo. The Sponsor’s logo is to be placed on both championship field fences, at a location to be agreed upon by the parties.
- 6) Dasher Board. Sponsor shall receive one dasher board sign in the main arena and one dasher board sign in rink 2.

As a sponsor, ads will be weighted to run with all other sponsors under the Sponsorship level. Sponsor is responsible for providing production and traffic instructions for the ads.

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

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

Package Value:

In-Ice Logo	\$2,000
2 nd Championship Field Fence Signage	\$1,500
Scoreboard Logo	\$2,500
Dasher Boards – Signage Sponsorship	\$2,000
Name and Logo Rights	\$1,000

In-house Videoboard Advertising	\$1,500
Naming Rights of the downstairs meeting room	\$5,000
Total Advertising Package Value (Annual)	\$15,500

2. SPONSORSHIP FEE.

In exchange for the Sponsorship Rights as defined herein, the Sponsor agrees to pay the City twenty-five thousand dollars (\$25,000) (the "Sponsorship Fee") as follows:

Annual payments as follows:

April 1st, 2022	\$5,000 (prorated for remainder of 2022)
January 1st 2023	\$5,000
January 1st, 2024	\$5,000
January 1st, 2025	\$5,000
January 1st, 2026	\$5,000

SPONSORSHIP AGREEMENT

This **SPONSORSHIP AGREEMENT** (the "Agreement") is entered into as of this ____ day of March, 2022 (the "Effective Date") by and between City of Marshall, Minnesota, a municipality of the State of Minnesota (the "City"), and Clarity Telecom, LLC, a Delaware limited liability company, d/b/a Bluepeak, (the "Sponsor") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the City is engaged in the management and the operation of the arena and expo center, known as the Red Baron™ Arena & Expo, and four softball/youth baseball fields, known as the Schwan Regional Amateur Sports Center, hereafter referred to as the "Property," located in Marshall, Minnesota;

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

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

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

AGREEMENT

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

1. GRANT OF RIGHTS.

The City hereby grants the Sponsor the rights described in this Agreement and in Exhibit A attached hereto and made a part hereof, in connection with the Property, and the City agrees to perform all of the City's obligations hereunder. As between the Parties, any sales or use tax or other assessments upon any of the Sponsorship Rights (as defined in Exhibit A) granted to Sponsor in this Agreement by any applicable governmental authority shall be paid by, and shall be the sole responsibility of, the City.

2. VIK.

In consideration for the Sponsorship Rights granted hereunder, Sponsor shall provide to the City the VIK (as defined in and subject to the terms and conditions of Exhibit A). The City understands that it shall not be entitled to any compensation other than the VIK. For purposes of clarity, Sponsor shall not be under any obligation for the payment of any commissions or any monetary fees to the City or to any other agent of the City.

3. TERM.

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect, unless otherwise earlier terminated in accordance with the provisions of Section 4(B) of this Agreement, until July 31, 2025 (the "Term"). For purposes of clarity, the Parties acknowledge and agree that to the extent either Party has been performing in connection with elements described in this Agreement prior to the Effective Date, the terms and conditions of this Agreement shall retroactively govern each Party's performance in connection with the subject matter hereof.

4. SPONSORSHIP RENEWAL AND TERMINATION.

(A) Sponsorship Renewal.

The Sponsor shall have the exclusive right to negotiate with City for a renewal of the Sponsorship Rights granted to Sponsor hereunder via an extension of this Agreement that contains terms mutually acceptable to Sponsor and the City. Commencing not later than one hundred and eighty days prior to the expiration of the Term, the City shall provide Sponsor with written notification of a proposal setting forth the consideration and other terms and conditions for such renewal (the "Negotiation Notice"). Following Sponsor's receipt of the Negotiation Notice, at Sponsor's discretion, the City and Sponsor shall negotiate exclusively with each other in good faith regarding an extension of this Agreement, such negotiations to begin within ten (10) business days following Sponsor's receipt of the Negotiation Notice and to continue until the end of a sixty (60) day period thereafter (the "Renewal Negotiation Period"). After the end of the Renewal Negotiation Period, if the Parties have not entered into an extension of this Agreement or otherwise agreed to extend the Renewal Negotiation Period, the City shall be free to commence negotiations with any other third-party for the sponsorship and other rights granted to Sponsor pursuant to this Agreement.

(B) Termination.

Notwithstanding anything to the contrary herein, and in addition to any termination rights provided for elsewhere in this Agreement, this Agreement may be terminated as follows:

- (i) By mutual consent in writing of the City and Sponsor.
- (ii) In the event of a breach by either Party (x) of a material provision of this Agreement, and/or (y) in the performance of its material obligations under this Agreement in a timely manner, which breach shall not have been cured (if curable) within thirty (30) days of the breaching Party's receipt of written notice thereof, the non-breaching Party may declare this Agreement in default and, in addition to any other remedies which may be available to it, terminate this Agreement, effective immediately upon notice of termination given in writing.
- (iii) By either Party at any time and without prior notice, if the other Party is convicted of any crime or offense, or is guilty of serious misconduct in connection with performance under this Agreement.

5. EXCLUSIVITY OF SPONSORSHIP.

During the Term, (a) Sponsor shall have, and the City shall ensure, product and service advertising exclusivity in the Sponsorship Business Categories (as defined in Exhibit B) at and in connection with the Property and all games and events at the Property, and otherwise in connection with all advertising, promotions, marketing, sponsorship, and like entitlements and benefits associated with the Property and all games and events at the Property; and (b) the City shall not permit any other third-party to sponsor, advertise, or otherwise receive or enjoy any acknowledgement or recognition with respect to any product, service, trade name, or brand in the Sponsor Business Categories at or in connection with the Property or any games or events at the Property. For the avoidance of doubt and notwithstanding anything in this Agreement to the contrary, to the extent that any third-party other than Sponsor provides or otherwise makes available equipment, products, or services in the Sponsor Business Categories on the premises of the Property, the City shall use its best efforts to remove, cover, or "white label" during the games and events at the Property the applicable third-party's trademarks or other branding (including, without

limitation, customary branding and marking on any such equipment, products, and/or services themselves with the applicable third-party's trademarks). For example, if, during the Term, any third-party other than Sponsor provides or otherwise makes available video services on the premises of the Property for use/viewing by visitors of the Property, the City shall use its best efforts to remove, cover, or "white label" during the games and events at the Property the applicable third-party's trademarks or other branding on any equipment, products, and/or services used by such third-party to provide such video services (e.g., televisions), including, without limitation, customary branding and marking on any such equipment, products, and/or services themselves with the third-party's trademarks. For the avoidance of doubt, the City's obligation to remove, cover, or "white label" any such branding during the games and events at the Property shall apply solely (i) to the extent such third-party's trademarks or other branding can reasonably be considered commercial advertisements; and (ii) to equipment, products, or services in the Sponsor Business Categories that are located within the TV viewing and in-game viewing areas on the premises of the Property (e.g., excluding private administrative offices, etc.). Notwithstanding anything in this Agreement to the contrary, during the Term, to the extent that any concert event presented at the Property is a part of a national tour whose tour sponsorship is in the Sponsor Business Categories, any such tour sponsor may be permitted the same advertising rights at the Property during such event as are provided at similar venues throughout such tour, even if such sponsor is a competitor; provided that (x) the City shall notify Sponsor in writing (email acceptable) of such event and the proposed tour sponsorship advertising and materials, (y) promptly following the conclusion of such event, the City shall remove all such tour sponsorship advertising and materials, and (z) to the extent not prohibited by any applicable restrictions of such tour sponsor's artist, Sponsor's Sponsorship Rights and VIK under this Agreement at the Property shall remain intact, but shall not be exclusive (solely with respect to the sponsor of such national tour) during the event at the Property. In no event shall the City or any Property or event personnel or broadcasters use or permit the use of any blocking technology or the insertion of any virtual signage on the exterior or interior signage of the Property, including over any of the Property's permanent or temporary (including digital) signage, to the extent the same (1) covers, removes, obstructs, de-illuminates, or otherwise disturbs in any way any the Sponsorship Rights or VIK, or (2) otherwise violates the terms of this Agreement (including the category exclusivity granted to Sponsor herein), including during any broadcast or re-broadcast of any event (or other exploitation of the same).

6. RESPONSIBILITIES.

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

- (i) Provide the Sponsor with the Sponsorship Rights detailed in this Agreement and Exhibit A to this Agreement.
- (ii) Organize, produce, and supervise all events at the Property (both public, private, and otherwise) in a workmanlike manner, in accordance with applicable laws, and with professional diligence and skill, using fully trained, skilled, competent, and experienced personnel.
- (iii) Make all arrangements for the use of the Property, including securing any necessary permits, coordinating parking and/or transportation, supplying equipment, and contracting with vendors and other service providers.
- (iv) Deliver the Property Trademarks (as defined in Section 8(B)(i) below) to the Sponsor within ninety (90) days of the Effective Date.
- (v) Provide adequate professional security for all events at the Property and take commercially reasonable steps to ensure the safety of all workers, volunteers, and persons attending such events.

- (vi) Use best efforts to obtain appropriate media coverage of the Property.
 - (vii) Use best efforts to promote the Property and maximize attendance.
- (B) Of the Sponsor. The Sponsor agrees to do each of the following:
- (i) Provide all assistance and cooperation to the City that is reasonably necessary for Sponsor to exercise its Sponsorship Rights under this Agreement.
 - (ii) Deliver the Sponsor Trademarks (as defined in Section 8(A)(i) below) to the City within thirty (30) days of the Effective Date.

7. PARTIES' REPRESENTATIONS AND WARRANTIES.

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

- (i) Each Party has full power, authority, and right to perform its obligations under the Agreement and grant the rights hereunder without the consent or approval of any other third-party which has not yet been obtained, subject to Section 19 of this Agreement.
- (ii) Each Party is not a party to any agreements or commitments that would prevent or interfere in any manner with the full performance of its material obligations set forth in this Agreement.
- (iii) This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
- (iv) Each Party will comply with all laws, rules, and regulations applicable to the performance of its material duties hereunder.
- (v) Each Party will perform its duties and responsibilities hereunder in a professional and responsible manner consistent with reasonable industry standards.
- (vi) Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.

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

- (i) The City is authorized to grant the rights described herein and Sponsor's use and enjoyment thereof and the City's performance of its obligations hereunder will not violate any applicable rules, laws, or regulations or infringe the rights of any person, entity, or estate.
- (ii) The Property shall be operated in accordance with and shall not violate any applicable laws, rules, or regulations, and the City shall obtain all permissions required to comply with such laws, rules, or regulations.
- (iii) The City shall notify the Sponsor of any changes that would materially change the deliverable elements of any Sponsorship Rights at least ninety (90) days before

implementing such changes.

- (iv) The City shall use the Sponsor Trademarks in such a manner so as not to diminish the value or tarnish the reputation of Sponsor or the Sponsor Trademarks.
- (v) The obligations required by this Agreement shall be performed by the City or the City's staff, and the Sponsor shall not be required to hire, supervise, or pay any third parties to help the City perform such obligations.
- (vi) The City shall comply with all applicable terms and conditions of this Agreement in order to provide and preserve the rights and protect the interests of Sponsor hereunder.
- (vii) The terms and provisions of this Agreement and the performance by the City of its obligations hereunder do not violate or conflict with any laws, agreement, or any other rules, laws, or regulations applicable to this Agreement.

8. TRADEMARKS.

(A) Sponsor Trademarks.

- (i) License. The Sponsor hereby grants the City a non-exclusive, non-transferable (except as permitted in Section 19 below), non-sublicensable, royalty-free limited license to use, display, and reproduce its logos, trademarks, service marks, and trade names (each, a "Sponsor Trademark" and collectively, the "Sponsor Trademarks"), solely in the form provided and manner approved by Sponsor and only as necessary to provide the Sponsorship Rights and perform the City's obligations hereunder during the Term. The City agrees to obtain the written consent of the Sponsor before each use, display, and reproduction of the Sponsor Trademarks. All such uses shall be in accordance with any reasonable written procedures and guidelines provided by Sponsor from time to time. Without limiting the foregoing, the City will use appropriate trademark and other notices for the Sponsor Trademarks on the materials prepared by or on behalf of the City, as directed in writing by Sponsor. The City acknowledges the rights and interests of Sponsor in and to the Sponsor Trademarks. As between the Parties, all use of the Sponsor Trademarks and the goodwill generated thereby will inure to the sole benefit of Sponsor.
- (ii) Ownership. All Sponsor Trademarks licensed to the City in connection with this Agreement are (as between the Parties) the Sponsor's sole property, and the City has no ownership or other intellectual property rights in or to such items. If the City is deemed to have acquired any interest in the Sponsor Trademarks (or any goodwill associated therewith) by virtue of the use thereof as permitted herein, the City hereby irrevocably assigns to Sponsor all right, title and interest the City may be deemed to have therein. Upon expiration or earlier termination of this Agreement, the City will cease all use of the Sponsor Trademarks (unless permitted under a separate, valid agreement between Sponsor and the City). If it becomes advisable at any time in the sole judgment of Sponsor to modify any use of the Sponsor Trademarks, the City agrees to comply with the written direction of Sponsor, provided that with respect to modification of any previously approved use Sponsor reimburses the City for any reasonable out-of-pocket expenses incurred by the City in complying with any such direction.
- (iii) Authority. The Sponsor represents and warrants to the City that all of the Sponsor Trademarks are owned by the Sponsor or that the Sponsor has permission from the rightful owner to use and to license use of the same.

(B) Property Trademarks.

- (i) License. The City hereby grants the Sponsor a non-exclusive, non-transferable (except as permitted in Section 19 below), royalty-free limited license to use, display, and reproduce the logos, trademarks, service marks, and trade names, associated with the Property (each a "Property Trademark" and collectively, the "Property Trademarks"), solely in the form provided and manner approved by the City and only as necessary to exercise and enjoy the Sponsorship Rights (including in connection with the promotion and advertisement of the Sponsor's products and services) and perform Sponsor's obligations hereunder during the Term. The Sponsor agrees to obtain the written consent of the City before each use, display, and reproduction of the Property Trademarks. All such uses shall be in accordance with any reasonable written procedures and guidelines provided by the City from time to time. Without limiting the foregoing, Sponsor will use appropriate trademark and other notices for the Property Trademarks on the materials prepared by or on behalf of Sponsor, as directed in writing by the City. Sponsor acknowledges the rights and interests of the City in and to the Property Trademarks. As between the Parties, all use of the Property Trademarks and the goodwill generated thereby will inure to the sole benefit of the City.
- (ii) Ownership. All Property Trademarks licensed to the Sponsor in connection with this Agreement are (as between the Parties) the City's sole property, and the Sponsor has no ownership or other intellectual property rights in or to such items. If Sponsor is deemed to have acquired any interest in the Property Trademarks (or any goodwill associated therewith) by virtue of the use thereof as permitted herein, Sponsor hereby irrevocable assigns to the City all right, title, and interest Sponsor may be deemed to have therein. Upon expiration or earlier termination of this Agreement, Sponsor will cease all use of the Property Trademarks (unless permitted under applicable law and/or a separate, valid agreement between Sponsor and the City). If it becomes advisable at any time in the sole judgment of the City to modify any use of the Property Trademarks, Sponsor agrees to comply with the written direction of the City, so long as the City requires all other similarly situated licensees to do the same and provided that with respect to modification of any previously approved use, the City reimburses Sponsor for any reasonable out-of-pocket expenses incurred by Sponsor in complying with any such direction.
- (iii) Authority. The City represents and warrants to the Sponsor that all the Property Trademarks are owned by the City or that the City has permission from the rightful owner to use and to license use of the same.

9. SPONSOR CREATED MERCHANDISE.

During the Term, and subject to the approval of the City, which shall not be unreasonably withheld, conditioned, or delayed, the Sponsor shall have the right to create, manufacture or cause to be manufactured, and sell or give away merchandise associated with the Property and containing the Property Trademarks and Sponsor Trademarks in connection with the promotion of the Sponsor's products and services. All merchandise caused to be manufactured for sale or to be given away by the Sponsor in association with the Property shall be of quality consistent with similar promotional items in the industry and, to the knowledge of Sponsor, shall be free from material product defects.

10. INDEMNIFICATION.

- (A) Of Sponsor by City. Subject to limits applicable under Minnesota law, the City shall defend,

indemnify and hold harmless the Sponsor and its officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns (the "Sponsor Indemnified Parties"), and each of them, from and against any and all third party claims, actions, suits, demands, causes of action, proceedings or investigations ("Third Party Claim(s)") and any damages, liabilities, costs, expenses (including reasonable attorneys' fees), and/or judgments, (collectively, the "Losses") that any of the Sponsor Indemnified Parties suffer from or incur to the extent arising out of or resulting from (i) any inaccuracy of any representation or warranty made by the City under this Agreement; (ii) the City's breach of this Agreement, including any of its obligations, agreements, or duties under this Agreement; (iii) allegations that any Property Trademarks or any other information, materials, content or media provided or designated for use by or on behalf of the City or the use thereof, in the form furnished and manner approved by City and otherwise in conformity with the terms of this Agreement, violates any rights of any person, entity or estate; (iv) the Property, any events taking place there, or the operational activities at or in connection with the Property or such events; or (v) the negligent or more culpable acts or omissions of the City and/or the City's officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns; but in any event, excluding any Third Party Claims and Losses to the extent (vi) caused by Sponsor's breach of this Agreement and/or the negligent or more culpable acts or omissions of Sponsor and, or (vii) covered by Sponsor's indemnification obligations set forth in Section 10(B), below.

- (B) Of City by Sponsor. Subject to limits applicable under Minnesota law, the Sponsor shall defend, indemnify and hold harmless the City and its officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns (the "City Indemnified Parties") from and against any Third Party Claims and any Losses that any of the City Indemnified Parties may suffer from or incur to the extent arising out of or resulting from (i) any inaccuracy of any representation or warranty made by the Sponsor under this Agreement or (ii) the Sponsor's breach of this Agreement, including any of its obligations, agreements, or duties under this Agreement; but in any event, excluding any Third Party Claims and Losses to the extent (iii) caused by the City's breach of this Agreement and/or the negligent or more culpable acts or omissions of the City or the City's officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns and, or (iv) covered by the City's indemnification obligations set forth in Section 10(A), above.
- (C) Indemnification Procedure. A Party entitled to indemnification under this Section (an "Indemnified Party") shall promptly notify the Party obligated to indemnify such Indemnified Party (the "Indemnifying Party") of any Third Party Claim made against it; provided that a delay in or failure by the Indemnified Party to provide such notice shall not relieve the Indemnifying Party of its obligations under this Section, except to the extent that such delay or failure materially prejudices the Indemnifying Party's ability to defend such Third Party Claim. The Indemnifying Party shall have the right to undertake, conduct, and control, through counsel of its own choosing, the defense and settlement of any such Third Party Claim, provided that no settlement shall be made that involves (i) the admission of fault or the imposition of penalties, fines, or damages upon the Indemnified Party and/or (ii) equitable or injunctive relief without the written permission of the Indemnified Party, which shall not be unreasonably withheld, conditioned, or delayed. The Indemnified Party shall have the right to be represented by counsel of its own choosing, but at its own expense. So long as the Indemnifying Party is contesting any such claim in good faith, the Indemnified Party shall not pay or settle such claim. The Indemnified Party shall provide reasonable assistance to the Indemnifying Party in the defense of such Third Party Claim or action at the Indemnifying Party's request and reasonable expense.

11. DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL WARRANTIES IN CONNECTION HERewith, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. LIMITATION OF LIABILITY.

IN NO CIRCUMSTANCE AND UNDER NO LEGAL THEORY (TORT, CONTRACT, OR OTHERWISE), SHALL SPONSOR BE LIABLE TO THE CITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING ANY LOST PROFITS, LOSS OF USE, OR LOSS OF OPPORTUNITY) SUFFERED BY THE CITY ARISING IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL SPONSOR'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY SUCH LIABILITY IS BASED ON (TORT, CONTRACT, OR OTHERWISE), FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION FOR DAMAGES, LOSSES, OR COSTS ARISING FROM THIS AGREEMENT, EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).

13. INSURANCE.

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

14. FORCE MAJUERE.

Subject to the provisions of this Agreement, neither Party shall be liable to the other for failure to perform hereunder if, and to the extent, such failure results from a Force Majeure Event (defined in this Section below); provided that financial difficulty shall not be considered a Force Majeure Event. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either Party's performance of this Agreement, such Party shall be excused from performance of its obligations, provided such Party gives prompt written notice to the other Party of such Force Majeure Event and uses its commercially reasonable efforts to avoid or remove such causes of non-performance as soon as possible. "Force Majeure Event" shall include, but not be limited to, an act of God; war; terrorism; strike or labor dispute; blockade; embargo; government order; lightning; fire, explosion, or other serious casualty; water damage; accident or sabotage; or unusually severe weather (including hurricane, earthquake, tornado, landslide, or flood).

15. CONFIDENTIALITY.

Each Party shall not disclose to any person, firm, or corporation (other than to each Party's respective employees who have a need to know, in their capacity as such), without the prior written consent of the other Party, any of the terms or conditions of this Agreement, subject to the Minnesota Government Data Practices Act and other applicable laws; provided that the foregoing will not prohibit any disclosure to the extent required (and only to the extent so required) by applicable securities laws or the rules of any stock exchange where a party's securities are traded.

16. PRESS RELEASES.

Neither Party shall make any public disclosures (whether in the form of news releases, advertising or solicitation materials, blog or social media postings, or otherwise), whether written or oral, concerning the

existence of this Agreement or the commercial relationship or other terms hereof or use or reference the other Party's name or other reference in any public disclosure related to the subject matter hereof without the other Party's prior written consent in each instance; provided that the foregoing will not prohibit any disclosure to the extent required (and only to the extent so required) by the Minnesota Government Data Practices Act and other applicable laws, including applicable securities laws or the rules of any stock exchange where a party's securities are traded.

17. NATURE OF RELATIONSHIP.

The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. Neither Party will be bound by any acts, obligations, or undertakings of the other Party. Nothing in this Agreement shall create any obligation between either Party and a third-party.

18. AMENDMENTS.

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

19. ASSIGNMENT.

Neither Party may, without the prior written consent of the other Party, assign, subcontract, or delegate its obligations under this Agreement; provided however, that Sponsor may assign this Agreement without the City's prior approval to an affiliate and/or to a third-party in the event of a merger or reorganization of Sponsor of a sale of all or substantially all of the Sponsor's assets or a reorganization or a consolidation of Sponsor with any of its affiliates. City may assign the operational and management duties of the Property to a third-party provider, subject to the terms and conditions of this Sponsorship Agreement; provided that, for purposes of clarity, the City shall remain responsible for any such performance of the City's duties hereunder by a third-party provider.

20. SUCCESSORS AND ASSIGNS.

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

21. NO IMPLIED WAIVER.

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

22. NOTICE.

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

If to the Sponsor:

Clarity Telecom, LLC d/b/a Bluepeak
ATTN: Nick Wilkin, CFO
7979 E. Tufts Ave, Suite 850
Denver, CO 80237

With a copy to:

Clarity Telecom, LLC d/b/a Bluepeak
ATTN: General Counsel
7979 E. Tufts Ave, Suite 850
Denver, CO 80237

If to the City:

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

23. JURY TRIAL WAIVER.

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT THEY EACH WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY OF THEM AGAINST ANY OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

24. GOVERNING LAW.

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

25. COUNTERPARTS AND ELECTRONIC SIGNATURES.

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

26. SURVIVAL.

Any provisions, which by their nature, are intended to survive, shall survive the expiration or termination of this Agreement, including the limitations of liability and indemnity provisions herein.

27. SEVERABILITY.

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

28. APPROVALS.

With respect to any approval or consent required under the terms of this Agreement, approval by email shall be deemed sufficient and effective and neither Party shall unreasonably withhold, condition, or delay any such approval or consent.

29. ENTIRE AGREEMENT.

This Agreement, including Exhibit A (Sponsorship Rights, VIK), Exhibit A-1, and Exhibit B (Sponsor Business Categories) attached hereto, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

30. HEADINGS; CONSTRUCTION.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires: (a) terms used in the plural include the singular and vice versa; (b) any reference to an "Exhibit" or a "Section" refers to an Exhibit, or a Section, as the case may be, of this Agreement; (c) the Exhibits hereto form part of this Agreement; (d) all references to this Agreement and the words "herein", "hereof", "hereto" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Exhibit, Section, or other subdivision; (e) all Section and Exhibit headings are for convenience only and shall not affect the interpretation or construction of this Agreement; (f) the words "including," "included" and "includes" mean inclusion without limitation; (g) the word "or" is not exclusive and shall have the meaning commonly ascribed to the term "and/or"; and (h) any legal or equitable principles that might require or permit the construction of this Agreement or any provision hereof against the Party drafting this Agreement shall not apply in any construction or interpretation of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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


SPONSOR	CLARITY TELECOM, LLC D/B/A BLUEPEAK By: <u></u> Name: <u>RICH FISH</u> Title: <u>CEO</u>
CITY	CITY OF MARSHALL By: _____ Name: Robert J. Byrnes Title: Mayor
	ATTEST: By: _____ Name: Kyle Box Title: City Clerk

EXHIBIT A
SPONSORSHIP RIGHTS, VIK

1. SPONSORSHIP RIGHTS.

In exchange for the VIK, as defined in Section 2 of this Exhibit A, the Sponsor will receive the rights, benefits, signage, marketing and promotional assets and other entitlements set forth below in connection with the Property and all events and games taking place at the Property during the Term (collectively, the "Sponsorship Rights"). Unless otherwise specified herein, the size, duration, number and location of all signage, promotions and other displays or points of presence/marketing exposures referenced herein shall be mutually agreed upon by the Parties in good faith, provided that to the maximum extent possible, the City shall afford Sponsor prominent placement and treatment with respect to all such elements (e.g., placement in the best available, and most prominent, locations of the Property). Unless otherwise specified herein, all such advertising, sponsorship, promotional rights, and other benefits shall be at no additional cost or expense to Sponsor. The initial production and installation costs and expenses for applicable signage shall be borne by the City; provided that production and copy costs for camera-ready artwork and production costs of changed advertising copy shall be the responsibility of Sponsor. Following satisfactory production and installation of such signage (as approved by Sponsor), Sponsor shall be responsible for artwork and production costs attributable to changes or rebranding to such signage as requested by Sponsor. If such production work is to be completed by the City and reimbursed by Sponsor, Sponsor will be billed at net cost by the City for such production work; provided that Sponsor shall not be responsible for any such cost or expense incurred by the City that has not been approved in advance in writing by Sponsor. The City will provide reasonable advance written notice to Sponsor with respect to any print ad, video/LED and/or other media submission format requirements and deadlines, if and as applicable. Sponsor will be entitled to change-out and/or "refresh" its content and/or messaging for any of the following assets from time to time during the Term, subject to the City's approval.

The form and content of any advertisements, promotional materials, advertising copy and other display materials for Sponsor arising from this Agreement shall be subject to the prior written approval of the City. Following initial installation, the City shall be responsible for all repair and maintenance costs with respect to any display or signage provided to Sponsor under this Agreement. For purposes of clarity, at its sole cost and expense, the City shall be solely responsible for (a) the maintenance of all such signage and displays (including, without limitation, maintenance of the structures supporting the signage and/or display of the electrical system, so that the signage and/or display is properly illuminated), as well as for obtaining applicable permits and other approvals in connection therewith (e.g., from the county or other third parties), including, if necessary, the replacement of existing signage, as needed to preserve the appearance of a Property, and (b) removal of such signage upon the expiration or termination of this Agreement. The City hereby represents and warrants that the City, at its sole cost and expense, shall keep Sponsor's signage and displays in good repair throughout the Term (including, without limitation, replacement of any faded, damaged, obsolete, or defective signage). Determination as to whether any signage must be replaced shall be made by mutual agreement of the Parties. Any request by any Party regarding replacement of any signage shall be made based upon reasonable criteria and shall be made in good faith. The City agrees that during the Term there will be no alteration or removal of any signage and/or displays described herein without Sponsor's prior consent.

To the extent that any Sponsorship Rights to be provided for under this Agreement become impossible or impracticable to provide (each, an "Unavailable Benefit"), upon request by Sponsor, the City shall propose to Sponsor, in lieu of such Unavailable Benefit, one or more substitute promotions or benefits or advertisements ("Substitute Benefits") having substantially the same sponsorship or promotional value in the aggregate as the Unavailable Benefit, as mutually agreed upon by the Parties.

- (A) Signage and branding. The Sponsor will receive the right, at all events and games taking place at the Property, to:

- (i) **Four (4) Under Ice Logos.** Sponsor shall receive four (4) under ice logo advertisements, two (2) on Main Rink and two (2) on Secondary Rink.
 - (ii) **Two (2) Dasherboards.** Sponsor shall receive two (2) dasherboard advertisements on the Main Rink.
 - (iii) **ProStar (videoboard).** Sponsor shall receive recognition on the Pro Star Video Board including a .30 second commercial spot during pre-game warm up of all games going on in the Ice Arena.
 - (iv) **Website.** Sponsor shall receive a billboard advertisement on the partner's page of the Property website and Property event calendar as well as a direct link to Sponsor. There will also be a Bluepeak logo on the Property app when applicable.
 - (v) **Press Release.** Sponsor's name will be on all press releases, social media, and when possible, on live media interviews.
 - (vi) **Proud or Official.** Sponsor will have the right call itself a "proud" or "official" sponsor of the Property and reference the same in all marketing and promotional materials.
 - (vii) **Club Room.** Title sponsor and signage in the Club Room (the "Bluepeak Club Room").
 - (viii) **TV.** TV cling advertising on TV's within the Property.
 - (ix) **Bluepeak Power Play.** Naming rights each time there is a power play.
 - (x) **Marketing Ideas.** Sponsor and the City may agree to additional marketing concepts at various times during the Term of this Agreement.
- (B) Event Rights. The Sponsor will receive the right to support the following at City sponsored events:
- (i) **Postgame Events.** Sponsor shall be the title sponsor of postgame events.
 - (ii) **Between 2nd & 3rd period(s).** Sponsor shall sponsor the event (i.e., puck toss, little league game, etc.,) on the rink between 2nd & 3rd periods when applicable.
- (C) Media Rights. The Sponsor will receive the right, valued at the amounts listed below, to:
- (i) **In Ice Logos:** \$10,000.00
Landing Pg. Co-Branding: \$2,000.00
 - (ii) **Dasher Board Sponsorship:** \$2,000.00
 - (iii) **Club Room Naming Rights:** \$9,000.00
 - (iv) **TV Clings:** \$1,000.00
 - (v) **Total Advertising Package:** \$24,000.00

2. VIK.

In exchange for the Sponsorship Rights as defined herein, the Sponsor agrees to provide the value-in-kind

(consisting of the products and service) as set forth in Section 3 of this Exhibit A (the "VIK").

3. PUBLIC WI-FI.

The Sponsor currently provides and manages a public Wi-Fi network at the Property, using a Rukus high density wireless solution. Sponsor will continue to provide public Wi-Fi in the Red Baron Arena & Expo, and at the Schwan Regional Amateur Sports Center, adjacent to the Red Baron Arena & Expo, consistent (in all material respects) with past practice and subject to the terms herein.

(A) Subject to the terms set forth herein and in attached Exhibit A-1, Sponsor shall provide:

- (i) Fiber Internet and transport to the Property as deemed required by Sponsor to support the public Wi-Fi network.
- (ii) Complete management of the public Wi-Fi network.
- (iii) All reoccurring Internet & phone costs and management:
 - Valued at (and not to exceed, on a time and materials basis at Sponsor's then-current rates) \$2,000.00 per month or \$72,000.00 for the full three (3) year Term.
- (iv) Internet Bandwidth for the Wi-Fi network.

(B) The City shall provide:

- (i) Power at each WAP (Wireless Access Point)
- (ii) Rack space and power in the arena for equipment.

(C) Other public Wi-Fi network terms:

- (i) Be free for the public for up to two (2) hours per day.
- (ii) Customers of Sponsor will have unlimited access to the public Wi-Fi network provided by Sponsor.
- (iii) The public Wi-Fi network shall be for public use while using the Property and shall not be used for commercial or business purposes or to replace any other internet connections that may be required on a permanent basis.
- (iv) Sponsor will monitor the public Wi-Fi network and blacklist any device, at Sponsor's sole discretion, any device that appears to be permanently using the public Wi-Fi network.
- (v) Sponsor will provide an authentication service and manage the authentication of devices to register to the public Wi-Fi network.
- (vi) Sponsor will maintain and control a landing page for device authentication.
- (vii) Sponsor agrees to provide marketing space on the landing page for Property, and both Parties agree it is in the spirit of the Agreement for Sponsor to cobrand the landing page with Property.

EXHIBIT A-1

Sponsor's provision of, and users' use of, the VIK shall be subject to Sponsor's standard terms and conditions (other than payment) and acceptable use policy, available at <https://mybluepeak.com/terms-conditions/#AcceptableUse> or as such terms and conditions are otherwise provided to the City from time to time upon request. In the event of any conflict between such standard terms and conditions and the terms of this Agreement, such standard terms and conditions shall govern and prevail. In connection with Sponsor's provision of the VIK, Sponsor shall be entitled to post reasonable signage and branding on the Property regarding such service (e.g., "splash page" recognition of Sponsor during the customer sign-on process to the Wi-Fi service, and mutually agreed upon external advertising and other promotional opportunities). All such signage shall be subject to the City's prior review and approval in accordance with the terms of the Agreement. Sponsor shall, at Sponsor's sole cost and expense, maintain, repair and/or replace the VIK service and related equipment, as applicable in Sponsor's reasonable discretion.

The City represents, warrants and covenants to Sponsor that the City has obtained any and all requisite approvals from the owner of the Property (if any Property is not owned by the City) (the "Owner") to enter into this Agreement and to grant certain rights to Sponsor as more specifically set forth herein including, without limitation, the right to install the Equipment to and at the Property.

The City hereby grants Sponsor, its successors and assigns, and its authorized agents and contractors, access to the interior and exterior of the Property (including building rooftop(s)) for the purpose of installation, maintenance, repair, upgrade, disconnection, replacement and/or removal of the Equipment. The City agrees to provide a standard power source for operation of the Equipment. The City will not permit any third party to attach Service-related equipment to, or install Service-related equipment within, or operate a Service from or upon, the Property that would interfere with the Equipment. The City grants Sponsor the right to advertise, market and otherwise promote the Property as being a Sponsor provided Service access point in any and all forms of media now known or hereafter developed, in Sponsor's sole discretion. The City grants Sponsor a license to use the names, trademarks, and logos of the City and/or the Property in connection with such advertising, marketing, and promotion (subject in each case to the prior approval of the City).

Equipment may not be relocated, removed, disturbed, tapped, or interfered with by the City or the Owner. Except as otherwise agreed by the Parties in writing, the City shall ensure that (a) the VIK services described herein shall be limited to visitor personal use and does not include commercial use by the City; (b) if and as needed, the City shall allow Sponsor to install and operate additional Wi-Fi-related equipment and antennas (the "Equipment") to and on the Property and related facilities, as reasonably necessary to provide the service and at locations mutually agreed by the parties; (c) if required, the City would provide a standard power source for operation of the Equipment; and (d) the Equipment shall remain the property of Sponsor and Sponsor shall, at its own cost, remove the Equipment upon termination of the Agreement (unless otherwise agreed by the Parties in writing). For purposes of clarity, Sponsor shall have no liability for any damages to the Property in connection with removal of the Equipment and the City shall indemnify, defend, and hold Sponsor harmless from and against all loss, damage, cost, expense, and liability in connection with such removal.

The City shall continue to allow Sponsor to access, provide, and use the following, consistent with past practice and the Parties' course of dealing: (i) a Point of Entry from Sponsor's network into the Property, and/or point of exit, if needed; (ii) installation of meters and Sponsor-provided power supplies; (iii) installation of Sponsor-provided vertical risers, within vertical conduit or sleeves in locked telecommunications closets; (iv) installation of plywood within telecommunications closets (for mounting of Equipment by Sponsor); (v) installation of Sponsor-provided wiring to all necessary locations in the horizontal conduit; and (vi) installation of Sponsor-provided internal wiring. The City shall provide customary and reasonable security to protect all Equipment from theft, damage, or other loss.

The City's right to receive VIK is not transferable (unless approved by Sponsor in writing on a case by

case basis) and void where prohibited.

VIK shall have no refund value and is not redeemable for cash. VIK NOT USED WITHIN THE TIMES SPECIFIED AND/OR RENDERED UNAVAILABLE OR CONTRARY TO THE TERMS HEREOF DUE TO ANY ACT OR OMISSION OF THE CITY OR ITS REPRESENTATIVE(S) WILL BE DEEMED FORFEITED. UPON TERMINATION OF THIS AGREEMENT FOR ANY REASON (OTHER THAN A MATERIAL BREACH BY SPONSOR), ALL OF THE CITY'S RIGHTS TO ANY UNUSED VIK HEREUNDER WILL AUTOMATICALLY TERMINATE AND WILL BE DEEMED FORFEITED.

EXHIBIT B
SPONSOR BUSINESS CATEGORIES

Under this Agreement, "Sponsor Business Categories" shall mean:

- (A) Residential and business class video services, regardless of platform or method of distribution, including analog, digital, and/or digital high-definition cable video systems/services, video transport systems/services, open video systems, pay-per-view systems, multi-point distribution systems (MDS or MMDS), satellite television services, SCBJTV systems, or direct broadcast systems (DBS), video on demand (VOD), and/or other multi-channel television, cable or broadband programming systems/services (and specifically including, without limitation, video services such as those offered by Charter/Spectrum, Verizon FiOS, Grande Communications, AT&T Uverse, SureWest, Google Fiber, Dish Network, Direct TV, any MSOs, Netflix, Amazon, Redbox, and Hulu, and any other streaming video service provider);
- (B) Wireless and wireline residential and business class data, fiber optic and/or Internet access or any other transport or network service for Internet Protocol based information (including, without limitation, via analog, digital, and/or broadband dial-up modem or telephone lines, over a cable or dedicated subscriber or communications line, or otherwise);
- (C) Residential and business class in-home/office/venue wireless fidelity (Wi-Fi) technologies and services;
- (D) Business class telecommunications services, including analog fiber optic, dial-up modem or telephone lines, digital Voice over Internet Protocol (VoIP) (e.g., those provided by Skype) or other cable and/or broadband telephony services and/or home phone local and long distance telephone services, including wireless voice services;
- (E) Only to the extent that Sponsor offers such services in Marshall, Minnesota: home security monitoring products and services (including security monitoring services provided by a central monitoring center, home monitoring (via IP cameras installed in the home and alarming), etc.) and/or home "automation" and energy management products and services (including lights, thermostats, alarms) and/or installation, maintenance, and repair services for the same; and/or
- (F) Any product or service that may reasonably be used as a substitute for any of the products or services identified in subsections (A) – (E), above.

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CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 26, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Approve Flaherty and Hood Lobbying Services Contract for Technical Education Pilot Program
Background Information:	<p>Earlier this year, several Southwest Minnesota Mayors came together to discuss helping communities compete with surrounding states. They have since formally organized (SW Council of Mayors) and requested specific legislation as a start on their initiatives.</p> <p>As part of any legislative process, communication with the Legislature is key for passage. As a result, they have received a proposal for legislative services from the firm of Flaherty and Hood (see attached).</p> <p>Staff is requesting consideration of funding this proposal through EDA reserve accounts in the amount of \$5,042.36.</p> <p>The EDA Board approved funding through EDA reserve account 214 in March 2022.</p>
Fiscal Impact:	\$5,042.36
Alternative/ Variations:	None
Recommendations:	Approve Flaherty and Hood Lobbying Services Contract for Technical Education Pilot Program in the amount of \$5,042.36

Proposed by:

Southwest Minnesota Council of Mayors

Pilot Program to retain and attract workforce in Southwest Minnesota through supporting technical education / Training for targeted occupations.

Program modeled after "Build South Dakota"

Proposed 8 targeted occupations based on input from employers and EDA's in SW Minnesota and training capacity of Minnesota West Community and Technical Colleges.

Targeted Occupations expected to include the following trades:

Carpentry	Plumbing
HVAC	Auto Tech
Mechatronics	Ag Diesel
Automotive	Electrician

Support Details:

- Enrollment at Minnesota West Technical and Community College
- Course of Study one of eight targeted Occupations / Trades
- Tuition payment of a maximum of \$8,000 per year for two-year course of study.
- Commitment to work in the targeted occupation in Southwest Minnesota for a minimum of three years.
- Repayment: Structured as a 3 year "Forgivable Loan" to the student. Each year is forgiven as long as the student is living and working in SW Minnesota.
- Funding request: Five-year Pilot program funded through State funding of \$600,000 per year to be combined with locally leveraged funds of \$150,000. Total request: 3 Million Dollar investment.
- Fiscal Agent to hold and administer this program remains to be named at this point

About the Southwest Minnesota Council of Mayors. Formalized in 2022, The Southwest Minnesota Council of Mayors focuses on advocating for and sharing solutions for issues impacting Southwest Minnesota.

Canby ~ Granite Falls ~ Jackson ~ Luverne ~ Marshall ~ Pipestone ~ Worthington

- 1.1 A bill for an act
- 1.2 relating to workforce development; establishing a southwestern Minnesota
- 1.3 workforce development scholarships pilot; appropriating money.
- 1.4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:
- 1.5 Section 1. **SOUTHWESTERN MINNESOTA WORKFORCE DEVELOPMENT**
- 1.6 **SCHOLARSHIPS PILOT.**
- 1.7 Subdivision 1. Definitions. (a) For purposes of this section, the following terms have
- 1.8 the meanings given.
- 1.9 (b) "Commissioner" means the commissioner of employment and economic development.
- 1.10 (c) "Southwest Initiative Foundation" means a nonprofit organization which provides
- 1.11 services to the following counties in southwest Minnesota: Big Stone, Chippewa,
- 1.12 Cottonwood, Jackson, Kandiyohi, Lac qui Parle, Lincoln, Lyon, McLeod, Meeker, Murray,
- 1.13 Nobles, Pipestone, Redwood, Renville, Rock, Swift, and Yellow Medicine, as well as the
- 1.14 Lower Sioux Indian Community and Upper Sioux Community.
- 1.15 (d) "Foundation" means the Southwest Initiative Foundation.
- 1.16 (e) "Employer sponsored applicant" means a student applicant with a local employer
- 1.17 scholarship equal to or greater than 50 percent of the Workforce Development Scholarship.
- 1.18 (f) "Eligible student" means a student applicant who:
- 1.19 (1) is eligible for resident or nonresident tuition;
- 1.20 (2) is enrolling in eligible programs as determined by the regional workforce development
- 1.21 board; and

2.1 (3) is enrolling at least half-time at a Minnesota West college listed in subdivision 4.

2.2 (g) "Local employer" means an employer with a physical location in a county within
2.3 the service area of the foundation as listed in paragraph (c).

2.4 Subd. 2. **Program established.** The commissioner shall establish a pilot southwestern
2.5 Minnesota workforce development scholarship program, administered by the foundation,
2.6 to assist in meeting the workforce challenges in southwest Minnesota that enhance long-term
2.7 economic self-sufficiency by connecting students, higher education facilities, employers,
2.8 and communities.

2.9 Subd. 3. **Grant to the Southwest Initiative Foundation.** The commissioner shall award
2.10 all grant funds to the foundation, which shall administer the pilot workforce development
2.11 scholarship program. The foundation may use up to eight percent of grant funds for
2.12 administrative costs.

2.13 Subd. 4. **Scholarship awards.** (a) The foundation shall coordinate available funds and
2.14 award scholarships to the following Minnesota West colleges:

2.15 (1) Canby;

2.16 (2) Granite Falls;

2.17 (3) Pipestone;

2.18 (4) Worthington;

2.19 (5) Jackson;

2.20 (6) Luverne; and

2.21 (7) Marshall.

2.22 (b) Scholarships shall be coordinated by the individual colleges listed in paragraph (a)
2.23 and applied only after all other available grant funding through a last dollar in model.

2.24 (c) In awarding grants, priority shall first be given to applicants that are program
2.25 continuing applicants. Priority shall then be given to employer-sponsored applicants.

2.26 (d) Scholarships are intended to supplement all other grant opportunities and to cover
2.27 the full cost of attendance to the eligible students.

2.28 Subd. 5. **Program eligibility.** Scholarships shall be awarded to eligible students who
2.29 are enrolled in or enrolling in high demand occupation associate degree, diploma, or
2.30 certificate or industry recognized credential program as defined annually by the applicable

regional workforce development board. Students must complete the Free Application for Federal Student Aid (FAFSA) if applicable to the program for which they are applying.

Subd. 6. **Renewal; cap.** A student who has been awarded a scholarship may apply in subsequent academic years, but total lifetime awards are not to exceed two full scholarships per student. Students may only be awarded a second scholarship upon successful completion of the program and subsequent work period requirement.

Subd. 7. **Administration.** (a) The foundation and Minnesota West colleges shall establish an application process and other guidelines for implementing this program.

(b) Each college shall receive from their respective workforce development board by December 1 of each year, commencing in 2022, a list of eligible programs administered by the college that are eligible for subsequent year scholarships. The applicable workforce development board must consider data based on a workforce shortage for full-time employment requiring postsecondary education that is unique to the specific region, as reported in the most recent Department of Employment and Economic Development job vacancy survey data for the economic development region in which the college is located. A workforce shortage area is one in which the job vacancy rate for full-time employment in a specific occupation in a region is higher than the state average vacancy rate for that same occupation.

Subd. 8. **Scholarship recipient requirements.** A recipient of a scholarship awarded under the program established in this section shall:

(1) be enrolled in a high demand occupation associate degree, diploma, or certificate or industry recognized credential program as defined by the regional workforce development board offered by a Minnesota West college;

(2) adhere to any applicable participating local employer program requirements;

(3) commit to a three-year full-time employment with:

(i) a sponsoring local employer; or

(ii) any qualified local employer within the high demand occupations as defined by the regional workforce development board; and

(4) fulfill the three-year full-time employment commitment in a county within the service area of the foundation as listed in subdivision 1, paragraph (c).

Subd. 9. **Employer partnerships.** The foundation and Minnesota West colleges shall establish partnerships with qualified local employers and work to ensure that a percentage

4.1 of the state funds appropriated to each college for the southwestern Minnesota workforce
4.2 development scholarship program are equally matched with employer funds.

4.3 Subd. 10. **Local employer scholarships tax credit.** (a) A local employer is allowed a
4.4 credit against the tax due under chapter 290 equal to the amount of the local employer's
4.5 scholarship awarded to an employer sponsored applicant.

4.6 (b) The credit allowed to a local employer under this subdivision per scholarship awarded
4.7 to an employer sponsored applicant for a taxable year is limited to the lesser of the following
4.8 amounts:

4.9 (1) \$.....; or

4.10 (2) the total amount of the local employer's scholarship awarded to an employer sponsored
4.11 applicant.

4.12 Subd. 11. **Report required.** The foundation must submit an annual report by December
4.13 31 of each year regarding the scholarship program to the chairs and ranking minority
4.14 members of the senate and house of representatives committees with jurisdiction over
4.15 employment and economic development policy. The first report is due no later than December
4.16 31, 2023. The annual report shall describe the following:

4.17 (1) the number of students receiving a scholarship at each participating college during
4.18 the previous calendar year;

4.19 (2) the number of scholarships awarded for each program and definition of type of
4.20 program during the previous calendar year;

4.21 (3) the number of scholarship recipients who completed a program of study or
4.22 certification;

4.23 (4) the number of scholarship recipients who secured employment by their graduation
4.24 date and those who secured employment within three months of their graduation date;

4.25 (5) a list of the colleges that received funding, the amount of funding each institution
4.26 received, and whether all withheld funds were distributed;

4.27 (6) a list of occupations scholarship recipients are entering;

4.28 (7) the number of students who were denied a scholarship;

4.29 (8) a list of participating local employers and amounts of any applicable employer
4.30 contributions; and

4.31 (9) a list of recommendations to the legislature regarding potential program improvements.

- 5.1 Sec. 2. **APPROPRIATION.**
- 5.2 \$700,000 in fiscal year 2023 is appropriated from the general fund to the commissioner
- 5.3 of employment and economic development for a grant to the Southwest Initiative Foundation
- 5.4 for the southwestern Minnesota workforce development scholarship program in subdivision
- 5.5 1. The base for this program in fiscal year 2028 is \$0.

February 18, 2022

Southwest Minnesota Council of Mayors

VIA EMAIL

Mayors,

Thank you for your inquiry regarding legislative services for the 2022 legislative session. This letter serves as a proposal for Flaherty & Hood, P.A. to provide services related to the Southwest Minnesota Council of Mayors (Canby, Granite Falls, Jackson, Luverne, Marshall, Pipestone, and Worthington) proposal to create a pilot program targeted at workforce development in southwest Minnesota.

Scope of Services

In order to successfully secure passage of your workforce development pilot program, Flaherty & Hood staff will assist the Council with the following legislative activities:

- Developing and executing a legislative strategy
- Drafting necessary legislation and amendments
- Securing bill authors
- Direct lobbying of committee chairs, key legislators, and the Walz Administration
- Creation of handouts and other materials for committee hearings
- Monitoring progress of the omnibus bill through the legislative process
- Coordinating testimony at legislative hearings

Project Management and Costs

Senior Lobbyist Erik Simonson will have day to day responsibility for advancing the project and will be assisted by firm members Scott McMahon and Bradley Peterson. Mr. Peterson will have ultimate responsibility for service delivery on behalf of the Firm. Other staff will be available to assist as needed.

Total fee for service would be \$16,500 to be distributed amongst the participating cities on a basis which they shall agree on. Once each city's contribution is determined and communicated to Flaherty & Hood the Firm will invoice each city separately in April 2022.

Term of services would commence upon approval of this agreement and would run through May 31, 2022.

By entering into this agreement, the cities understand that Flaherty & Hood, P.A. represents other clients seeking funding from the state legislature generally, and in the area of jobs and economic development specifically. Flaherty & Hood advocates for each client's interest strenuously on its own merits. We do not believe that there is any conflict between our representation on this issue and any of our clients that may be seeking funding from the legislature. If we believe a conflict has arisen, we will immediately be in touch with both clients and seek to resolve the conflict to the satisfaction of both parties.


Conclusion

Flaherty & Hood, P.A. is pleased to provide legislative services to Southwest Minnesota Council of Mayors for the 2022 session and we are confident that we can have a significant impact in advancing your interests.

If the proposal contained in this letter meets your approval, we will circulate an agreement containing the terms outlined herein to each of the cities to sign individually.

Very truly yours,

FLAHERTY & HOOD, P.A.

By: _____
Bradley Peterson, Shareholder Attorney

Pro Rate Fees by Population

The Southwest Minnesota Mayors Council has contracted with Flaherty and Hood to lobby on our behalf for the introduction and hopefully pass legislation. Total amount of \$16,500 was the contract fee which if the population of each city has a combined total of 44,491 or a cost of \$.37 per person

City	Population	Contribution
Canby	1,695	\$627.15
Granite Falls	2,737	1,012.69
Marshall	13,628	5,042.36
Pipestone	4,215	1,559.55
Luverne	4,946	1,830.02
Worthington	13,947	5,160.39
Jackson	3,323	1,229.57

Population estimates are based on 2020 census.

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 26, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Wastewater Treatment Facilities Improvement Project – Consider Payment of Invoice 0286432 to Bolton & Menk, Inc.
Background Information:	<p>Attached are the following for the above-referenced project:</p> <ol style="list-style-type: none"> 1) Invoice 0286432 to Bolton & Menk, Inc., of Mankato, Minnesota, in the amount of \$268.00 <p>As this project is financed with a Public Facilities Authority low interest loan through the State of Minnesota, pay applications are required to be placed on the City Council agenda for approval.</p>
Fiscal Impact:	This project is financed with a Public Facilities Authority low interest loan through the State of Minnesota.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council authorize payment of Invoice 0286432 to Bolton & Menk, Inc., of Mankato, Minnesota, in the amount of \$268.00.



Real People. Real Solutions.

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

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

March 30, 2022
 Project No: T22.115360
 Invoice No: 0286432
 Client Account: MARS

Marshall/WWTF Improvements

Marshall WWTF Improvement

Professional Services per Agreement from February 5, 2022 through March 18, 2022:

Construction Services (004)**Professional Services**

	Hours	Amount	
Word Processing/Data Entry			
Administrative	.50	57.50	
Grant/Funding Application			
Specialist	.50	67.50	
Totals	1.00	125.00	
Total Labor			125.00

Consultants

Barr Engineering Company		130.00	
Total Consultants	1.10 times	130.00	143.00

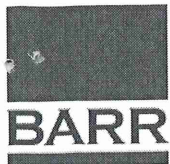
Billing Limits

	Current	Prior	To-Date
Total Billings	268.00	713,587.23 ✓	713,855.23 ✓
Limit			900,000.00 ✓
Remaining			186,144.77 ✓

Total this Task \$268.00**Total this Invoice \$268.00**

VENDOR # 0724
 INVOICE # 0286432
 \$ AMOUNT 268.00
 DATE 4-11-22
 ACCT & PROJ # 602-49500-55120
 DESCRIPTION WWTF Improvement
 SIGNATURE Scott Thum

As built close outs
 PFA processing.



INVOICE

Barr Engineering Co.
4300 MarketPointe Drive, Suite 200
Minneapolis, MN 55435
Phone: 952-832-2600; Fax: 952-832-2601
FEIN #: 41-0905995 Inc: 1966

03/07/2022

Bolton & Menk, Inc.
Attn: Accounts Payable
1960 Premier Drive
Mankato, MN 56001

barr	WJW	
PROJECT	TASK	ACCOUNT
T22.115360		5130

Remittance address:
Lockbox 446104
PO Box 64825
St Paul, MN 55164-0825

March 2, 2022

Invoice No: 23070063.71 - 32

Total this Invoice \$130.00

Regarding: Marshall, MN - WWTP Improvements
Project Budget: \$110,500
Barr Project #: 23070063.71
BMI#: T22.115360

Professional Services from December 25, 2021 to February 25, 2022

Job: 0552 MN WWTP Improvements

Task: 400 Construction Phase (\$40,000)

Labor Charges

	Hours	Rate	Amount	
Electrical Designer				
LaKose, Chad	1.00	130.00	130.00	
	1.00		130.00	
Subtotal Labor				130.00
				Task Subtotal
				\$130.00
				Job Subtotal
				\$130.00
				Total this Invoice
				\$130.00

	Current	Prior	Total	Received	A/R Balance
Invoiced to Date	130.00	93,030.25	93,160.25	93,030.25	130.00

Thank you in advance for the prompt processing of this invoice. If you have any questions, please contact Pat Lehnerr, your Barr project manager, at (952) 832-2966 or email at Plennherr@barr.com.

VENDOR # 0724
INVOICE # _____
\$ AMOUNT _____
DATE _____
ACCT & PROJ # _____
DESCRIPTION _____
SIGNATURE _____

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 26, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Introduction of an Ordinance Amending Chapter 2, Section 2, Boards, Commissions, and Authorities.
Background Information:	<p>The City Council has asked the Legislative and Ordinance Committee to review the current ordinance pertaining to membership to the City's boards, commissions, bureaus, and authorities. Current membership requirements included living within the Marshall city limits with the exception of the MERIT Center Commission and Diversity, Equity, and Inclusion Commission.</p> <p>At the April 12 Legislative and Ordinance Committee meeting it was unanimously approved the amendments to the City Council for consideration.</p> <p>Amendments include, allowing Airport and Adult Community Center Commission members to live outside of City Limits. Repealing The Hospital Board, and various grammatical and non-substantial changes.</p>
Fiscal Impact:	None
Alternative/ Variations:	None
Recommendations:	That the City Council Introduce the Ordinance Amending Chapter 2, Section 2, Boards, Commissions, and Authorities.

**CITY OF MARSHALL
ORDINANCE 22-003**

**ORDINANCE AMENDING CHAPTER 2, BOARDS, COMMISSIONS, AND
AUTHORITIES**

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

SECTION 1: **AMENDMENT** “DIVISION 2-VI-6 HUMAN RIGHTS COMMISSION” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

DIVISION 2-VI-6 ~~HUMAN RIGHTS~~ DIVERSITY, EQUITY, AND INCLUSION
COMMISSION

SECTION 2: **AMENDMENT** “DIVISION 2-VI-11 SENIOR CITIZENS CENTER COMMISSION” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

DIVISION 2-VI-11 ~~SENIOR CITIZENS~~ ADULT COMMUNITY CENTER COMMISSION

SECTION 3: **AMENDMENT** “Section 2-145 Qualifications And Compensation” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 2-145 Qualifications And Compensation

- (a) All members to any board, commission, bureau, or authority must be a resident of the city with the exception of the MERIT Center Commission, ~~and~~ Diversity, eEquity, and iInclusion eCommission, Adult Community Center Commission, and Airport Commission.
- (b) All appointed board, commission, bureau or authority members shall serve without compensation, but may be reimbursed for out-of-pocket expenses incurred in the performance of their duties.

(Ord. No. 718 2nd series, 4-11-2017; Ord. No. 21-001, 1-26-2021)

SECTION 4: **AMENDMENT** “Section 2-227 Annual Report” of the Marshall Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Section 2-227 Annual Report

~~The hospital board shall make, within five months of the end of the preceeding fiscal year, an annual report to the council regarding the condition of their trust, showing the various sums of money received, and how the money has been expended and for what purposes, together with such other information which they may deem of general interest or which the council may request, and shall likewise, make monthly reports of their trust.~~

(Code 1976, § 2.21(5); Ord. No. 551, § 5, 6-5-06)

SECTION 5: **AMENDMENT** “Section 2-226 Rules And Regulations” of the Marshall Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Section 2-226 Rules And Regulations

~~The hospital board shall adopt all necessary rules and regulations for their own guidance and for the proper management and operation of such hospital, for the admission of patients thereto, and shall formulate a schedule of charges to be made for all hospital services to be rendered by such hospital, all of which shall be certified to the council as soon as adopted.~~

(Code 1976, § 2.21(4))

SECTION 6: **AMENDMENT** “Section 2-225 Hospital Fund” of the Marshall Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Section 2-225 Hospital Fund

~~All monies received and collected from the operation of said hospital, except those funds collected from a business venture defined in section 2-224(a), shall be deposited and credited to a special fund to be known as the hospital fund. The board shall have the exclusive control of said hospital fund and it shall be their duty to see that all fees and charges becoming due to said hospital for its services are properly collected and credited to said fund; and said monies shall be paid out of said fund only upon properly approved bills presented to the board and duly audited and allowed by them, and shall be paid out of said hospital fund by a check signed by the secretary of the board and countersigned by the city clerk. The board shall out of said hospital fund purchase all necessary supplies and material and employ a suitable director of nursing and such other employees as shall be necessary for the proper management, operation and conduct of said hospital, including all improvements and additions; provided, however, that the board shall not make any contracts involving any expenditures of more than \$150,000.00 for any single item of purchase, addition or improvement without first obtaining the consent of the council thereto and that any such contracts shall be subject to and conform with the applicable state law.~~

(Code 1976, § 2.21(2); Ord. No. 432, § 1, 3-6-2000; Ord. No. 537 2nd series, § 1, 10-17-2005; Ord. No. 551, § 4, 6-5-06)

SECTION 7: **AMENDMENT** “Section 2-224 Control And Management” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 2-224 Control And Management

~~The hospital board shall have the full and exclusive control and management of the Weiner Memorial Medical Center d/b/a Avera Marshall Regional Medical Center, and all hospital grounds and appurtenances thereto, and all apparatus, equipment and material of every nature used in the operation of such hospital. Whenever the word "hospital" is used in this division, it shall include such hospital, and all other hospitals, or branches of hospitals, including nursing homes, or branches of nursing homes, operated by the city. The hospital board has the authority and legal capacity to do the following: Entering into any of the business arrangements as set forth above, except for the investment in stocks through normal course of business by said hospital board, shall first require consent of the council thereto and that any such contracts or business agreements entered shall be subject to and conform with applicable state law. Join or sponsor membership in organizations intended to benefit the hospital or hospitals in general; Have members of its governing authority or its officers or administrators serve as directors, officers or employees of the ventures, associations or corporations; Offer, directly or indirectly, products and services of the hospital, organization, association, partnership or corporation to the general public; and Expend funds, including public funds in any form or devote the resources of the hospital or hospital district to recruit or retain physicians whose services are necessary or desirable for meeting the healthcare needs of the population, and for successful performance of the hospital or hospital district's public purpose of the promotion of health. Allowable uses of funds and resources include the retirement of medical education debt, payment of one time amounts in consideration services rendered or to be rendered, payment of recruitment expenses, payment of moving expenses and the provision of other financial assistance necessary for the recruitment and retention of physicians, provided that the expenditures in whatever form are reasonable under the facts and circumstances of the situation. Enter shared service and other cooperative ventures; Enter partnerships; Incorporate other corporations; and Own shares of stock in business corporations. The hospital board has the authority and legal capacity to do the following: Prior council consent is not required for authority and capacity concerning activities set forth in Sec. 2-224(b).~~

(Code 1976, § 2.21(3); Ord. No. 551, § 1—3, 6-5-06)

SECTION 8: **AMENDMENT** “Section 2-223 Powers” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 2-223 Powers

~~The hospital board shall have the power and authority to appoint and employ a secretary of such board, who shall qualify as stated in this section, and upon such qualification shall be the secretary of the board. Such secretary shall keep an accurate record in books kept by him for that purpose, of all the proceedings and business transactions of the board, and he is empowered and it is hereby made his duty, to collect all dues and charges becoming due from patients for hospitalization and care received in such hospital and charges for the use of the equipment and facilities of such hospital, and pay the same into the city treasury. He shall make a detailed statement of the same at the regular meeting of the board, which shall be held on the third Monday of each month. The board shall be required to furnish a corporate bond running to the city, in an amount to be fixed by the board, that he shall faithfully perform all the duties of his office as required of him by law. Such bond shall be approved by the board and filed with the city clerk/finance director. The compensation of the secretary shall be in such sum as may be determined by the board, but the compensation shall first be approved by the council. The board shall have the power to revoke such appointment and discharge such secretary at any time in its discretion, and thereupon to appoint another secretary.~~

(Code 1976, § 2.21(1))

SECTION 9: **AMENDMENT** “Section 2-222 Composition; Appointments” of the Marshall Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Section 2-222 Composition; Appointments

~~The hospital board shall be comprised of seven members, each of whom shall be a resident of the city, and none of whom shall be an employee of the hospital. Members shall be appointed for terms of five years each. One member may be the mayor or a member of the council. It is permissible for the council to appoint up to one person at a time to serve on the board that is on the medical staff of the hospital. If such specific appointment is made, it shall not increase the seven person board.~~

(Code 1976, § 2.21)

SECTION 10: **AMENDMENT** “Section 2-221 Established” of the Marshall Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Section 2-221 Established

~~A hospital board is hereby established.~~

(Code 1976, § 2.21)

SECTION 11: **AMENDMENT** “DIVISION 2-VI-5 HOSPITAL BOARD”
of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

DIVISION 2-VI-5 HOSPITAL BOARD

~~State law reference(s) — Municipal hospitals, Minn. Stat. § 447.05 et seq.~~

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor, Robert Byrnes	_____	_____	_____	_____
Councilmember, Craig Schafer	_____	_____	_____	_____
Councilmember, Steven Meister	_____	_____	_____	_____
Councilmember, John DeCramer	_____	_____	_____	_____
Councilmember, Russ Labat	_____	_____	_____	_____
Councilmember, James Lozinski	_____	_____	_____	_____

Presiding Officer

Attest

Robert Byrnes, Mayor, City of
Marshall

Kyle Box, City Clerk City of Marshall

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 26, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Introduction of an Ordinance Amending Chapter 22, Section 22-91 through 22-95, Mobile Food Units and Food Carts.
Background Information:	<p>The Legislative and Ordinance Committee asked staff for an amendment to the current Mobile Food Units and Food Carts Ordinance. This proposed amendment will allow license holders to remain on private property after business has concluded.</p> <p>At the April 12, Legislative and Ordinance Committee meeting it was considered and unanimously approved to the City Council for consideration.</p>
Fiscal Impact:	None
Alternative/ Variations:	None Recommended.
Recommendations:	That the City Council introduced the amendment to Chapter 22, Article 22-IV Mobile Food Units and Food Carts.

**CITY OF MARSHALL
ORDINANCE 22-004**

**ORDINANCE AMENDING CHAPTER 22, MOBILE FOOD UNITS AND FOOD
CARTS**

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

SECTION 1: **AMENDMENT** “Section 22-94 Conditions Of Licensing” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 22-94 Conditions Of Licensing

A mobile food unit or food cart may only operate if compliant with the following:

- (a) *Locations*. A mobile food unit or food cart may only operate in the locations set forth in this subpart. A mobile food unit or food cart may only operate in commercial and industrial zoning districts and must be placed on either concrete or bituminous surfaces unless otherwise approved by the city.
 - (1) In the public right away where parking is permitted.
 - a. Written approval from the adjacent property owner must be obtained before approval of a license.
 - (2) On private property.
 - a. With written consent of the private property owner.
 - (3) When operations occur on private residential property, mobile food unit or food cart sales may only be for catering purposes (such as a private graduation party or wedding) and may not be open for sales to the general public.
 - (4) A mobile food unit or food cart may only operate in a city park or on city property with the prior written approval of the city; additional permits may be required for such operations.
- (b) *Performance standards*. A mobile food unit or food cart licensee is subject to the following performance standards.
 - (1) Applicable license fee shall be paid.
 - (2) A mobile food unit or food cart shall be operated in strict compliance with the laws, rules and regulations of the United States, State of Minnesota and the City of Marshall.
 - (3) Wastewater may not be drained into city storm water drains.
 - (4) A mobile food unit or food cart shall provide and maintain at least one clearly designated waste container for customer use per each food cart or mobile food unit. The operator of a mobile food unit or food cart is responsible for daily

removal of trash, litter, recycling and refuse. Public trash cans shall not be used to dispose of waste generated by the operation. The operator shall provide a garbage receptacle with a tight-fitting lid. The receptacle shall be easily accessible for customer use and located within five feet of the unit.

- (5) If a mobile food unit must provide a power supply it shall be screened from public view and that complies with pertinent city noise regulations.
- (6) A mobile food unit or food cart may operate between 7:00 a.m. and 10:30 p.m. and 10:30 p.m. to 1:30 a.m. in designated downtown areas, and must not create any unnecessary noise, disturbances or disrupt public traffic or safety in any way. An exemption to hours may be authorized by city council on a per event basis.
- (7) A mobile food unit or food cart shall be allowed to set up one hour prior to conducting food vending and shall exit from the site within one hour of the close of conducting business.
 - a. A mobile food unit or food cart may remain on private property in commercial and industrial zoned districts after conducting business with permission from the property owner
- (8) A mobile food unit or food cart may have a maximum footprint of 300 square feet unless otherwise approved by the city.
 - a. A mobile food unit or food cart may be restricted to operate only on private property if it exceeds a maximum footprint of 300 square feet.
- (9) If a mobile food unit or food cart are operating in the public right-of-way, interactions between a mobile food unit or food cart and a consumer must take place between the mobile food unit or food cart and the curb away from traffic.
- (10) Mobile food units cannot obstruct the movement of pedestrians or vehicles or pose a hazard to public safety.
- (11) A mobile food unit or food cart must not occupy more than two parallel parking spots or no more than four diagonal/horizontal parking spots if operating within the public right-of-way.
- (12) Operators must clean around their mobile food unit or food cart at the end of each day and the mobile food unit or food cart must be kept in good repair and have a neat appearance.
- (13) A mobile food unit or food cart operator must be licensed by the Minnesota Department of Health and Proof of the Minnesota Department of Health licensing must be provided and posted on the mobile food unit or food cart.
- (14) A mobile food unit or food cart must comply with any applicable fire department food truck requirements.
- (15) An out of service mobile food unit or food cart stored within the city must comply with all applicable zoning ordinance requirements.
- (16) A mobile food unit or food cart may operate on private property in any residential zoned districts for a "one-time" event for catering purposes only.
- (17) A mobile food unit or food cart may not operate within 100 feet from the public entrance to any restaurant and/or any portion of a restaurant's outdoor dining area during that restaurant's hours of operation unless the licensee

obtains written permission from the restaurant owner/manager.

- (18) A mobile food unit or food cart may not operate in city-owned parking lots, except those parking lots adjacent to or inside a city park with the prior written approval of the city.
- (c) *Non-transferable license.* A mobile food unit or food cart license is non-transferable. Proof of all required licenses shall be displayed at all times in the mobile food unit or food cart.
- (d) *Practices prohibited.* It is unlawful for any person engaged in the business of a mobile food unit or food cart operation to do any of the following:
- (1) Call attention to that licensee's business by crying out, blowing a horn, ringing a bell, loud music or by any loud or unusual noise;
 - (2) Fail to display proof of license and produce valid identification when requested;
 - (3) Leave a mobile food unit or food cart unattended or at an authorized location outside allowed hours of operation;
 - a. A mobile food unit or food cart may be exempt from this requirement following sec. b (7) a.
 - (4) Operate the mobile food unit or food cart in or on public sidewalks or trails;
 - (5) Allow a mobile food unit or food cart to remain on the property of another when asked to leave;
 - (6) Obstruct the ingress or egress from commercial buildings during the building hours of operation;
 - (7) Claim endorsements by the city; or
 - (8) Conduct business in any manner as to create a threat to the health, safety, and welfare of a specific individual or the general public.

(Ord. No. 744 2nd series, § 1, 10-22-2019)

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor, Robert Byrnes	_____	_____	_____	_____
Councilmember, Craig Schafer	_____	_____	_____	_____
Councilmember, Steven Meister	_____	_____	_____	_____
Councilmember, John DeCramer	_____	_____	_____	_____
Councilmember, Russ Labat	_____	_____	_____	_____
Councilmember, James Lozinski	_____	_____	_____	_____

Presiding Officer

Attest

Robert Byrnes, Mayor, City of
Marshall

Kyle Box, City Clerk City of Marshall

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 26, 2022
Category:	CONSENT AGENDA
Type:	INFO/ACTION
Subject:	Introduction of Various Zoning Ordinance Amendments.
Background Information:	<p>Ordinance Amending Sections include 70-21 Definitions, 86-50 Home Occupations, 86, 51 Bed and Breakfast, 86-96 Agricultural District, 86-230 Required number of spaces, 86-247 Landscaping, 86-248 Outside storage</p> <p>Changes to Section 70-21 Definitions, will allow taxing B&B facilities and future short term rental facilities similar to other transitory forms of lodging, such as hotels and motels. Changes to Home Occupation section are mostly minor: making a few activities possible (for example, pet grooming) and a few impossible (for example, alcohol and tobacco production and sales), and defining renewal terms. Bed and Breakfast section is amended to put it in line with the Home Occupation section, by changing it to an interim use permit rather than conditional use permit.</p> <p>The proposed amendments to Section 86-96 Agricultural District are based on requested changes, past and current. A few other changes are made to better align the section with other sections. Section 86-230 Required number of spaces, is amended to better reflect certain businesses' nature and parking needs. In most cases parking requirements were reduced.</p> <p>The changes to Section 86-162 Yard Modification and 86-248 Outside Storage are minor and intended to provide flexibility in approving conditions for variances and conditional use permits and allow owners and contractors additional storage during major construction projects.</p> <p>At the October 13, 2021, regular Planning Commission meeting, Muchlinski made a motion, second by Schroeder to recommend to City Council approving the revisions amending Section 70-21 Definitions, 86-50 Home Occupations, and 86-51 Bed and Breakfast. Motion passed 3 to 1 with Fox voting against.</p> <p>At the March 9, 2022, regular Planning Commission meeting, Schroeder made a motion, second by Muchlinski to recommend to City Council approving the revisions amending Section 86-162 Yard Modification and 86-248 Outside Storage as recommend by staff. All voted in favor of the motion.</p> <p>At the April 13, 2022, regular Planning Commission meeting, Deutz made a motion, second by Muchlinski to recommend to City Council approving the revisions amending Sections 86-96 Agricultural District and 86-230 Required number of spaces as recommend by staff. All voted in favor of the motion.</p>

	At the meeting on April 12, 2022, Legislative and Ordinance Committee voted to recommend to City Council approving the revisions amending Sections 70-21 Definitions, 86-50 Home Occupations, 86-51 Bed and Breakfast, 86-96 Agricultural District, 86-230 Required number of spaces, 86-162 Yard Modification, and 86-248 Outside Storage.
Fiscal Impact:	None
Alternative/ Variations:	None
Recommendations:	Staff recommends that the Council introduce the amendments to City Ordinance Sections 70-21 Definitions, 86-50 Home Occupations, 86-51 Bed and Breakfast, 86-96 Agricultural District, 86-230 Required number of spaces, 86-247 Landscaping, and 86-248 Outside storage and call for public hearing to be held on May 10, 2022.

**CITY OF MARSHALL, MINNESOTA
ORDINANCE NO. _____, SECOND SERIES**

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

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

Section 1: City Code of Ordinances, Chapter 70, Section 70-21 Definitions, Chapter 86, Section 86-50 Home Occupations and Businesses, Section 86-51 Bed and Breakfast, Section 86-96 Agricultural District, Section 86-162 Yard Modification, Section 86-230 Required Number of Spaces, and Section 86-248 Outside Storage, are hereby amended.

Section 2: It is hereby determined that publication of this Title and Summary Ordinance will clearly inform the public of the intent and effect of Ordinance No. _____, Second Series.

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

NOTICE

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

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

Passed and adopted by the Common Council this 10th day of May, 2022.

THE COMMON COUNCIL

ATTEST:

Mayor of the City of Marshall, MN

City Clerk

Introduced on: April 26, 2022

Final Passage on: May 10, 2022

Published in the Marshall Independent: _____

Sec. 70-21. Definitions.

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

Director means the director of finance of the city.

Lodger means the person obtaining lodging from an operator.

Lodging means the furnishing for a consideration of lodging by a hotel, motel, dormitory, ~~or~~ roominghouse, ~~bed and breakfast or any other short term rental facility except~~ where such lodging ~~is provided~~ ~~shall be~~ for a continuous period of ~~fewer than~~ 30 days ~~or more~~ to the same lodger. The furnishing of rooms by religious organizations shall not constitute lodging for purposes of this article.

Motel means a roadside hotel for motorists.

Operator means a person who provides lodging to others or any officer, agent or employee of such person.

Rent means the total consideration valued in money charged for lodging whether paid in money or otherwise, but shall not include any charges for services rendered in connection with furnishing lodging other than the room charge itself.

(Ord. No. 668 2nd series, § 1, 12-18-2012)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 86-50. - Home occupations and businesses.

- (a) An interim use permit shall be required for all home occupations in agricultural and all residential districts unless any of the following three conditions exist:

- (1) Such home occupation is supplementary to a business that has its principal place of business legally located elsewhere.
- (2) Such home occupation is entirely computer and/or internet based.
- (3) Such home occupation is conducted entirely outside the premises except bookkeeping and regular mail delivery.

In addition to any of the above conditions, the home occupation must be such that the traffic entering such dwelling does not exceed that which is normal and customary for a residence, no business related vehicles or vehicles with business advertisement are parked or stored outside, no vehicular traffic or street parking is generated in greater volume than would normally be expected in a residential neighborhood, no direct sale of goods to the consumer occurs on premises, and it meets all relevant provisions of subsection (b), ~~except item (16)~~. As an exception, for businesses compliant with conditions (1) or (3), one business related car, van or light truck with business advertisement may be parked outside at nights and on weekends.

- (b) Home occupations shall at a minimum meet the following conditions:

- (1) The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its residential use by the applicant.
- (2) The home occupation related space may not exceed one-third of the living space of the dwelling, excluding garages and accessory buildings.
- (3) The conduct of the home occupation shall not result in any change in the outside appearance of the building or land.
- (4) No exterior display or signs related to the home occupation shall be installed.
- (5) No direct sale of goods that are not produced, customized, or modified on site shall take place, except during occasional home sale parties not scheduled on a regular basis.
- (6) No equipment shall be used which creates offensive noise, vibration, sound, smoke, dust, odors, heat, glare or electrical disturbance to radio or television reception and no hazard beyond the one customary for dwellings is created.
- (7) Only persons that are members of the family and residing in the premises shall be employed on the premises.
- (8) There shall be no exterior storage of materials, business equipment or vehicles except one business related car, van or light truck with business advertisement may be parked outside at nights and on weekends.
- (9) ~~Not There shall not be~~ more than one-half of the accessory buildings shall be used for the storage of merchandise, business equipment, materials or machinery.
- (10) No separate entrance for customers may be provided or used.
- (11) No sewer, water or electric usage beyond what is typical for a dwelling shall occur.
- (12) No regular business hours shall be advertised, including on social media, and all services shall be rendered by appointment only with no general public walk-ins or retail sales.
- (13) If at any time more than two customers may be present, off-street parking shall be provided in addition to parking required ~~by the article~~ for a dwelling. Such parking shall be provided in a location customarily associated with single family dwellings.
- (14) No customers shall be present between 9:00 p.m. and 6:00 a.m.

- (15) Additional home occupation related vehicular traffic, including delivery, shall not exceed four vehicles per day.
- (c) All home occupation interim use permits are issued for initial one-year term and may be renewed for future terms, under the same interim use procedure, provided no violations of established conditions were observed. The first renewal shall be for five years, and the second renewal shall be until the property is sold or transferred to another owner. If any of the interim use permit conditions are found to be violated, the permit may be revoked, or future renewal terms may be limited.
- (d) The home occupation interim ~~conditional~~-use permit is granted to an applicant for a specific property and is not transferable to another person or property, thus expiring at the sales or any other type of property transfer.
- (e) The applicant, upon making application, grants to the Ccity, upon issuing ~~any~~ home occupation interim use permit, the right to inspect the premises in which the occupation is being conducted at any time to ensure compliance with the provisions of this section and any conditions additionally imposed.
- (f) All home occupations involving the following activities, even if formally compliant with subsection (b), are prohibited:
- (1) Any automotive related activity including, but not limited to, auto repair and detailing.
 - (2) Any children related activity except those licensed by the State and individual lessons.
 - (3) Any animal related activity including, but not limited to, kenneling and breeding, except household pet grooming.
 - (4) Any funeral related activity including, but not limited to, mortuaries and embalming services.
 - (5) Any activity involving commercial cooking, including, but not limited to, restaurants and cafes, except dessert making for private individual customers~~parties, such as weddings and graduations.~~
 - (6) Any activity involving multiple garage sales.
 - (7) Any illegal activity ~~that may be considered objectionable.~~
 - (8) Any activity involving multiple guest assemblies except occasional home sale parties not scheduled on a regular basis.
 - (9) Any activity involving tobacco or alcohol production or sale.
- ~~(g) Home occupations shall be an interim use in agricultural and all residential districts.~~

(Ord. No. 747 2nd series, § 1, 12-10-2019)

Editor's note— Ord. No. 747 2nd series, § 1, adopted Dec. 10, 2019, amended § 86-50 to read as set out herein. Previously § 86-50 was titled offices of persons and home occupations and derived from Code 1976, § 11.21(6); and Ord. No. 680 2nd series, § adopted Sep. 24, 2013.

Sec. 86-51. Bed and breakfast.

- (a) ~~Bed and breakfast shall be an interim use in agricultural and all residential districts. A conditional use permit shall be required for all bed and breakfast facilities.~~
- (b) Bed and breakfast facilities shall at a minimum meet the following conditions:
- (1) The facility shall comply with all health, fire, safety rules and other regulations of the state and the city, including current Building Code and City Ordinance, and all required licenses shall be made available to the ~~Ceity~~ staff upon request. This condition shall be confirmed by City inspection prior to a public hearing.
 - (2) The maximum number of bedrooms shall be established for each facility and no more than four bedrooms shall be available to guests. No more than two persons shall be staying in each bedroom.
 - (3) Off-street parking shall be provided as required in section 86-230 and ~~shall be~~ screened from adjacent properties as required by the parking Ordinance section 86-204. No more than two guest parking on the street shall be permitted.
 - (4) Exterior appearance and lighting shall be compatible with the neighborhood.
 - (5) Identification signs shall be limited to one six-square-foot nameplate sign mounted on the building near the main entrance door.
 - (6) The owners ~~of such facility~~ shall operate and permanently occupy such facilities.
 - (7) No food or beverage service shall be provided to anyone other than transient guests.
 - (8) All bedrooms ~~s units~~ shall be established within, and have primary entrances from, the principal structure.
 - (9) Cooking facilities shall not be permitted in the guest rooms.
 - (10) Appropriate insurance including liability insurance shall be filed with the city clerk ~~/financial director~~ for a minimum amount of \$1,000,000.00.
 - (11) Other commercial enterprises shall not be operated in conjunction with this facility without a home occupation interim permit.
- (c) All bed and breakfast interim use permits shall be issued for initial one-year term and may be renewed for future terms, under the same interim use procedure, provided no violations of established conditions were observed. The renewal shall be until the property is sold or transferred to another owner. If any of the interim use permit conditions are found to be violated, the permit may be revoked, or future renewal terms may be limited.
- (ed) The applicant, upon making application, grants to the ~~Ceity~~ upon issuing ~~any~~ bed and breakfast interim use permit the right to inspect the premises in which bed and breakfast is located at any time to ensure compliance with the provisions of this section and any conditions additionally imposed.
- ~~(d) Bed and breakfast shall be a conditional use in all residential districts.~~
- (Code 1976, § 11.21(7); Ord. No. 680 2nd series, § 1, 9-24-2013; Ord. No. 747 2nd series, § 1, 12-10-2019)

Sec. 86-96. - A agricultural district.

- (a) *Intent; scope.* This section applies to the A agricultural district. This A district preserves land for agricultural or undeveloped uses until development pressures require that such land be released and rezoned for purposes of controlled and orderly growth according to the comprehensive plan, pending proper timing and allowance for the economical provision of urban services.

- (b) *Permitted uses.* The following uses shall be permitted in the A agricultural district:

Cultivation, maintenance, or harvest of plants for the sale or other commercial use.

~~Agricultural, F~~arming and truck gardening, ~~shrimp growing in enclosed facilities~~, nurseries and greenhouses, ~~except kennels, terrestrial (land) animal or poultry farms operated for commercial purposes.~~

Golf courses and country clubs, ~~except clubhouses.~~

Hobby farms including keeping up to six horses, mules, sheep, goats, llamas, or ponies.

Parks and recreational areas owned or operated by governmental agencies, ~~except auto racetracks.~~

- (c) *Permitted accessory uses.* The following uses shall be permitted accessory uses in the A agricultural district:

Accessory uses customarily incident to the uses permitted in subsections (a) and (b) of this section.

Fallout shelters.

Keeping of not more than two boarders and/or roomers by a resident family; ~~provided, however, that the council may grant a special permit to keep more than two boarders and/or roomers for one year at a time upon proof of compliance by the applicant for such special permit with the provisions of this chapter prescribing the required number of off-street parking spaces.~~

Private garages and storage sheds.

Private amateur radio towers and antennas complying with division 6.

Private swimming pool when completely enclosed within a ~~non-climbable chainlink or similar~~ fence five feet high with openings no greater than four inches in any dimension and self-closing and self-locking gate. Swimming pools exempt from the building permit requirements as defined in the state building code and hot tubs with latchable covers do not need to be enclosed.

Single-family farm residences if used by the farm owner or operator, member of the immediate family, or an employee working on the premises.

Private accessory equipment complying with Section 86-164, including, but not limited to, s~~Solar~~ energy collectors and systems, playgrounds, and sports courts.

- (d) *Conditional uses.* All conditional use permits for the A district may only be issued if the proposed use meets the specific requirements of this section and also meets the general regulations as outlined in article VI and meets the eligibility for conditional use permits as specified in article II, division 2. The following uses may be allowed in the A agricultural district by conditional use permit:

Archery rangess.

Automobile, motorcycle, go-cart or snowmobile race and driving -tracks.

Cemeteriesy, memorial gardenss, and crematoriums.

Commercial solar energy collectors and systems.

~~Crematorium.~~

~~Driving track.~~

~~Golf clubhouse, country club, public swimming pool, private swimming pool serving more than one family, provided that no principal structure shall be located within 25 feet of any lot line of an abutting lot in any of the classes of residence districts.~~

Keeping of three or more roomers or boarders.

Kennels.

~~Offices of persons and home occupations in existing structures when they meet the specific conditions of section 86-50.~~

Other residential uses of the same general character as listed in subsection (b).

Outdoor and indoor gun ranges.

Recreational vehicle parks and camp sites.

Riding stables with up to six horses.

Shrimp and fish growing operations.

Water supply buildings, reservoirs, wells, elevated tanks and similar essential public utility structures.

- (e) *Height, yard, area and lot width and depth regulations.* Height, yard, area and lot width and depth regulations for the A district are as follows:
- (1) *Height regulations.* No building hereafter erected or altered shall exceed 2½ stories or 30 feet in height.
 - (2) *Front yard regulations.*
 - a. There shall be a front yard having a depth of not less than 25 feet except as otherwise provided in this section.
 - b. There shall be a front yard of not less than 35 feet on a lot or plot that abuts a thoroughfare as shown on the adopted city thoroughfares plan.
 - c. ~~Where a lot is located at the intersection of two or more streets, there shall be a front yard on each street side of each corner lot. No accessory buildings shall project into the front yard of either street.~~
 - (3) *Side yard regulations.* There shall be a side yard, on each side of a building, each having a width of not less than five feet.
 - (4) *Rear yard regulations.* There shall be a rear yard having a depth of not less than 25 percent of the lot depth.
 - (5) *Lot area regulations.* Every lot ~~on which a single-family dwelling is erected~~ shall contain an area of not less than 22,000 square feet.
 - (6) *Lot width and depth regulations.* Every lot or plot of land on which a single-family dwelling is erected shall have a minimum width of not less than 110 feet at the building setback line, and a minimum depth of not less than 200 feet.
- (f) *General regulations.* Additional regulations in the A agricultural district are set forth in article VI of this chapter.
- (g) *Future annexation.* Any land annexed to the city in the future shall be placed in the A agricultural district until placed in another district by action of the council after recommendation of the planning commission, unless the land being annexed is located within orderly annexation area and is not zoned A agricultural at the time of annexation.

(Code 1976, § 11.06; Ord. No. 404 2nd series, § 1, 11-16-1998; Ord. No. 407 2nd series, § 1, 12-21-1998; Ord. No. 590 2nd series, § 1, 2-19-2008; Ord. No. 720 2nd series, § 1, 5-9-2017; Ord. No. 734 2nd Series, 2-12-2019; Ord. No. 741 2nd series, § 1, 9-24-2019)

Cross reference— Animals, ch. 14.

Section 86-162 Yard Modifications

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

- (a) Cornices, awnings, marquees, eaves, pergolas, and balconies may extend into the required front yard a distance not exceeding four feet, and the required side yard distance not exceeding two feet.
- (b) Fire escapes may extend into the required front yard a distance not exceeding five feet. Basement egress window wells may extend into required front and side yards a distance not to exceed three feet.
- (c) A landing or deck may extend into the required front yard to a distance not exceeding eight feet, if they have the floor no higher than the main floor of the building, except a landing installed at the main entrance of existing residential structure and projecting no more than four feet from the structure may extend 15 feet into required front yard. A four-foot square landing, not including stair, or a five-foot square landing serving a ramp, shall always be permitted at the main entrance of existing residential structures if replacing an existing landing. An open railing no higher than three feet may be placed around such structures.
- (d) A bay window having a bow, or angled sides, with windows on all faces projecting no more than two feet from the building wall may extend 20 feet into required front yard.
- (e) The architectural features listed in paragraphs (1) through (4) may also extend into the required rear yard to the same extent as permitted for extension into the required front yard. If an easement coincides with, or is wider than, a required yard, architectural features listed in paragraphs (1) and (2) may extend into such easement not more than two feet with written approval of the city engineer.
- (f) Retaining walls, fences, and other similar structures located in any yard shall not exceed seven feet in height in any of the classes of residential and business districts, unless required by a condition for a variance adjustment, or conditional or interim use permit granted for unrelated issue. Barbed wire or electrical fencing materials are prohibited in these locations.
- (g) Retaining walls, fences or any other structures, both permanent and temporary, located in the front yard of a corner lot at the intersection of streets, except pilon signs, shall not exceed three feet in height as measured above the curb within a 25-foot visibility triangle of the property corner at such intersection and within a ten-foot visibility triangle adjacent to alleys and driveways.
- (h) On double frontage lots, the required front yard shall be provided on both streets. On corner lots, the required front yard shall be provided on all streets.
- (i) In determining the depth of rear yard for any building where the rear yard opens into an alley, one-half the width of the alley, but not exceeding ten feet, may be considered as a portion of the rear yard.
- (j) Any structure, including fences, built in the rear or side yard that opens into an alley, must not be placed less than three feet from the property line defining this alley. Any garage with overhead door facing, and having a direct vehicle access from, an alley must not be placed less than 18 feet from the alley.
- (k) No front, side or rear yard shall be required in the downtown district, except single family houses and duplexes.
- (l) On a corner lot fronting two intersecting streets, either yard opposite the street may be designated the rear yard; in case of a triangular corner lot, the yard not adjacent to streets shall be designated the rear yard but shall meet the setback requirements of a side yard. On a corner lot fronting three streets, the yard opposite the front yard located between two other front yards shall be designated the rear yard but shall meet the setback requirements of a side yard.
- (m) On a flag lot, the lot side, which faces the street that this lot has an access from, shall be designated the front yard. For such lots, the lot depth calculations shall not include the length of the narrow access portion of the lot.
- (n) On a lot that faces, and is exclusively accessed from, a public roadway easement or recorded access easement providing access to at least one other property beyond said lot, the lot side facing the easement shall be designated the front yard.

(Code 1976, § 11.19(4)(B); Ord. No. 374 2nd series, § 1, 8-4-1997; Ord. No. 699 2nd series, § 1, 9-9-2015; Ord. No. 725 2nd series, § 1, 1-23-2018; Ord. No. 750 2nd series, § 1, 6-23-2020; Ord. No. 21-002, § 1, 4-27-2021)

Sec. 86-230. Required number of spaces.

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

Apartment (more than 4 units)	1/efficiency or one bedroom unit plus 2/two or more bedroom unit plus 1/4 units for visitors
Assisted and congregate living facility	0.5/unit plus 1/employee plus 1/8 units
Art gallery, museum	1/500 S.F.
Assembly or auditorium with fixed seats, theatre	1/ 4 seats
Assembly without fixed seats not listed anywhere else , arcade	1/100 S.F.
Auction house	1/100 S.F. or 1/4 fixed seats, whichever is greater
Bank	1/ 300 250 S.F.
Baseball, soccer, football and sports field, arena or stadium	1/ 4 seats plus 20/field (court/rink, etc.) plus 1 oversize space/field (court/rink, etc.)
Beauty salon, barber shop, massage or tattoo parlor, tanning salons	2/service station or bed plus 2
Bed and breakfast	1/guest bedroom plus 2
Boarding or lodging house	1/rented bed plus 2
Boat, ATV, RV sales and service	1/ 1,000 800 S.F. plus 4 <u>as required for outside sales lot</u>
Bowling alley	45 /alley plus 2
Car wash	2 plus 1/employee
Church	1/ 5 seats in largest auditorium
Clinic, medical, dental, etc., doctor or chiropractic office	1/ 250 S.F.
Convenience store	1/ 200 S.F. plus 12 plus 1 oversize space plus as required for fuel station if applicable
Corrections facility, jail	1/ 108 beds plus 1/employee
Court, tennis or racquetball, without fixed seating	2/court plus 1
Dance hall	1/ 50 S.F.
Day care	1/ classroom employee plus 1/10 participants
Dwellings, one to four units	2 /dwelling plus one for each roomer or boarder
Drinking or dining establishment:, sit down or buffet restaurant, bar	1/ 50 S.F. of seating area or 1/4 seats, whichever is greater , plus 1/100 S.F. of kitchen and storage area
<u>Dining establishment: fast food restaurant</u>	<u>1/ 75 S.F. of seating area plus 1/ 100 S.F. of kitchen and storage area</u>

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(Supp. No. 38)

Farm implement, industrial equipment, and trucks sales and service repair	1/ 1,000 800 S.F. plus 4 plus 50% of required for 50%-of outside sales lot requirements
Fraternity or sorority house, dorm	1 / bedroom plus 1/4 bedrooms for visitors
Funeral home	1/100 S.F. or 1/4 fixed seats in largest parlor, whichever is greater
Furniture, large appliances, spas, building materials, garden supplies sales store, retail greenhouse	1/500 S.F. for area less than 20,000 S.F. plus 1/ 1,000 800 S.F. for area over 20,000 S.F.
Golf course	4/green plus 1/200 S.F. of clubhouse
Grocery, food, and beverage sales	1/200 S.F. plus 1 oversize space/30,000 S.F.
Golf, miniature course	2/hole plus 1
Golf, driving range	2/tee plus 1
Hospital	1/2 beds plus 1/employee
Kennel	1/10 kennels plus 1/employee
Library	1/500 S.F. plus 1/employee
Manufactured home park	2/home plus 1/4 homes for visitors plus as required for office building
Manufacturing, fabricating, processing, or printing plants	1/ 800 1,000 S.F. or 1/employee plus 2, whichever is greater
Motor vehicle fuel station	12 plus 2/ pump plus as required for convenience store if applicable
Motor vehicle sales	1/ 500 S.F. plus 4 as required for outside sales lot
Motor vehicle repair	13 /service stall or 1/200 S.F., whichever is greater plus 2
Motor vehicle garage (commercial)	1/stall plus 1
Motel or hotel	2 plus 1/room plus 1 oversize space/30 rooms
Nursing or rest home, memory care	1/ 6 beds plus 1/employee
Office; business (data processing center, call center, radio, and TV station, etc.)	1/ 200 S.F.
Office; professional (insurance, accountant, travel agent, etc.) or public (city, county) or industrial/contractor	1/300 S.F.
Outside sales lot	1/ 5 4,000 S.F. for area less than 20,000 S.F. plus 1/ 10 6,000 S.F. for area over 20,000 S.F.
Park	4/acre plus 2/playground plus 5/shelter plus 20/ sports field
Recreation: fitness club, gymnasium, dance, and martial arts studio, without fixed seating	1/ 200 S.F. plus 1/employee
Residential facility, group home	0.5/bedroom plus 21/employee plus 1/8 bedrooms
Retail stores; general, department , hardware, discount, drug; shopping center; pawn shop; wireless store	1/200 S.F. for area less than 2,000 S.F. plus 1/300 SF for area over 2,000 S.F. but less than 100,000 S.F. plus 1/1,000 S.F. for area over 100,000 S.F.
Retail store; specialized, boutique	1 plus 1/ 500 300 S.F.

Service establishment: laundry, repair, dry-cleaning, glazing shop , rental, take-out-only restaurant , wireless store photo studio, etc.	1/ 500 300 S.F. plus 1/ employee
Service establishment: glazing shop , take out only restaurant, bridal shop, etc. (labor intensive)	1/500 S.F. plus 3
School: Elementary or junior high, private, or public	1.5/classroom or 1/20 students or 1/4 seats in the largest auditorium, whichever is greater
School: Senior high, public, or private	10/classroom or 1/3 students or 1/4 seats in the largest auditorium or gymnasium, whichever is greater
Short-term rental	1/bedroom minus 1, but not fewer than 2
School; post-secondary, professional or business (educational buildings)	15/classroom 1/student plus 1/employee for entire campus or 1/100 S.F. per educational building
Skating rink	1/200 S.F. of rink plus 1 25
Swimming pool	1/200100 S.F. of lap pool area plus 1/500 S.F. of kids pool area plus 1/employee
Terminal, passenger; bus, train, airline	1/200 S.F.
Veterinary clinic	1/500 S.F.
Warehouse , Rental storage units	1/4 units plus 1 plus as required for office if applicable
Wholesale sales, and warehouse	1/2,000 S.F. or 1/employee plus 1, whichever is greater

Table footnotes:

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

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

(Ord. No. 686, § 1, 6-10-2014)

Sec. 86-248. Outside storage.

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

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

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

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

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 26, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of a Temporary 3.2 Percent Malt Liquor Licenses for the Marshall Baseball Association.
Background Information:	The Marshall Baseball Association has applied for a Temporary 3.2 Percent Malt Liquor License at Legion Field from May 1, 2022 to August 31, 2022.
Fiscal Impact:	The fee for these licenses is \$50.00 per month. The application for Legion Field is for four (4) months.
Alternative/ Variations:	None Recommended
Recommendations:	That the Council approve a Temporary 3.2 Percent Malt Liquor License for the Marshall Baseball Association to use at Legion Field from May 1, 2022 to August 31, 2022.



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
445 Minnesota Street, Suite 1600, St. Paul, MN 55101-5133
Telephone 651-201-7525 Fax 651-297-5259 TTY 651-282-6555

Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types: 1) City issued on sale intoxicating and Sunday liquor licenses
2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License Marshall, City License Period From: 5-1-22 To: 8-31-22

Circle One: New License License Transfer _____ Suspension _____ Revocation _____ Cancel _____
(former licensee name) (Give dates)

License type: (check all that apply) ☐ On Sale Intoxicating ☐ Sunday Liquor ☒ 3.2% On sale ☐ 3.2% Off Sale

Fee(s): On Sale License fee: \$ _____ Sunday License fee: \$ _____ 3.2% On Sale fee: \$ 200 3.2% Off Sale fee: \$ _____

Licensee Name: Russell Russell SANW DOB [REDACTED] Social Security # [REDACTED]
(corporation, partnership, LLC, or Individual)

Zip Code 56254 County Lyon Business Phone 507-828-4647 Home Phone 507-828-4647

Business Trade Name Marshall's Bar & Grill Assn. Business Address 508 Buhlholm City Marshall

Licensee's Federal Tax ID # [REDACTED]
(To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

Home Address _____ City _____ Licensee's MN Tax ID # [REDACTED]

Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
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Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
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Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
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Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

☐ Yes ☐ No During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: MS Special Comp Fund/SEM Policy # [REDACTED]

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.

City Clerk or County Auditor Signature [Signature] Date _____
(title)

ON SALE INTOXICATING LIQUOR LICENSEES ONLY, must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7507, or visit our website at www.dps.mn.gov.



MARSHALL

CULTIVATING THE BEST IN US

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

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

Name of Applicant: Russell DAVID SANOW
(First) (Middle) (Last)

Date of Birth: [REDACTED] US Citizen ☒ Yes ☐ No

Home Address: 508 Bladholm Ave
(Street)

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

Phone Number: 507-828-4647

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

Address: 508 Bladholm Ave
(Street)
Marshall MN 56258
(City) (State) (Zip Code)

Club/Organization Phone Number: 507-828-4647

LOCATION WHERE LICENSE WILL BE USED:

Legion Field MARSHALL MN 56258

Russell Sanow
Signature of Applicant

3-29-2022
Date

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

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 26, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of a LG230 Application for the American Legion Post 113.
Background Information:	This LG230 application to Conduct Off-Site Gambling is for the American Legion Post 113 to hold bingo on May 19, 2022 at the Red Baron Arena and Expo, Marshall, Minnesota.
Fiscal Impact:	There is no City fee for this permit.
Alternative/ Variations:	Not acknowledge this permit.
Recommendations:	BE IT RESOLVED, that the City Council hereby (1) grants local unit of government approval for the American Legion Post 113 to host bingo on May 19, 2022 at the Red Baron Arena and Expo, 1651 Victory Drive, Marshall, Minnesota.

LG230 Application to Conduct Off-Site Gambling**No Fee****ORGANIZATION INFORMATION**

Organization Name: American Legion Post 113 License Number: [REDACTED]

Address: 4418 W Mead St City: Marshall, MN Zip: MN

Chief Executive Officer (CEO) Name: Ken Versagev Daytime Phone: [REDACTED]

Gambling Manager Name: Deane Stenseland Daytime Phone: 507-530-1854

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 5/19/22 to 5/19/22

Check the type of games that will be conducted:

☐ Raffle ☐ Pull-Tabs ☒ Bingo ☐ Tipboards ☐ Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Red Baron Ice Arena & Event Center

Street address and City (or township): 1651 Utterby Drive Marshall MN Zip: 56258 County: Lyon

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

☐ Yes If yes, a lease is not required.

☒ No If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: \$ 0 (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature: _____ Date: _____

Print Lessor's Name: _____

CONTINUE TO PAGE 2

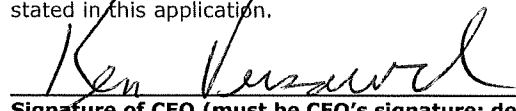
Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: _____ Date Approved by City Council: _____ Resolution Number: _____ (If none, attach meeting minutes.) Signature of City Personnel: _____ Title: _____ Date Signed: _____	County Name: _____ Date Approved by County Board: _____ Resolution Number: _____ (If none, attach meeting minutes.) Signature of County Personnel: _____ Title: _____ Date Signed: _____ TOWNSHIP NAME: _____
<div style="border: 1px solid black; padding: 10px; text-align: center;"> Local unit of government must sign. </div>	Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.



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

Date

Mail or fax to:

Minnesota Gambling Control Board
Suite 300 South
1711 West County Road B
Roseville, MN 55113
Fax: 651-639-4032

No attachments required.

Questions? Contact a Licensing Specialist at 651-539-1900.

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

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 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.

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 26, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of a Temporary On-Sale Intoxicating Liquor License for the Convention and Visitors Bureau.
Background Information:	Attached is an application for a Temporary On-Sale Liquor License for the Convention and Visitors Bureau to use at the Red Baron Arena & Expo, 1651 Victory Drive on April 30, 2022.
Fiscal Impact:	\$30.00/day
Alternative/ Variations:	None recommended
Recommendations:	To approve a Temporary On-Sale Liquor License for the Convention and Visitors Bureau to use at the Red Baron Arena & Expo, 1651 Victory Drive on April 30, 2022.



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date organized		Tax exempt number	
Marshall Convention & Visitor Bureau		Apr 20, 2022			
Address		City	State	Zip Code	
1651 Victory Drive		Marshall	Minnesota	56258	
Name of person making application		Business phone		Home phone	
Cassi Weiss		507-537-1865			
Date(s) of event		Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer			
April 30th 2022		<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit			
Organization officer's name		City	State	Zip Code	
Lucas Tietz		Marshall	Minnesota	56258	
Organization officer's name		City	State	Zip Code	
Kelly Loft		Marshall	Minnesota	56258	
Organization officer's name		City	State	Zip Code	
			Minnesota		
Organization officer's name		City	State	Zip Code	
			Minnesota		

Location where permit will be used. If an outdoor area, describe.
Red Baron Arena & Expo
1651 Victory Drive
Marshall MN 56258



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

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

APPROVAL

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

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

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 26, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Façade Improvement Grant Fund Request
Background Information:	<p>The Marshall EDA relaunched its Façade Improvement Grant Program to help create healthy commercial areas by providing incentives to improve the appearance of building facades and stimulate private investment.</p> <p>Since being launched in December of 2021, the EDA has received 16 applications, 15 of which have been approved by the EDA Board. The approved projects equate to \$525,720.44 in updates and improvements including, but not limited to, new windows, awnings, signage, lighting, and an automatic door.</p> <p>The City Council previously approved \$100,000 from EDA Fund 214 to be used for Façade Improvement Program which provides up to \$10,000 in matching grant funds for eligible projects. Based on current applications for the program, the EDA Board is requesting an additional \$6,000 from Fund 214 in order to award grants to all approved applicants.</p>
Fiscal Impact:	\$6,000
Alternative/ Variations:	N/A
Recommendations:	That the City Council approve an additional \$6,000 from fund 214 to award grants to all approved applicants.

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 26, 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: 04/15/2022 - 04/26/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
4549	A & B BUSINESS, INC	04/22/2022	EFT	0.00	2,174.37	9477
5813	ACE HOME & HARDWARE	04/15/2022	EFT	0.00	273.41	9433
5813	ACE HOME & HARDWARE	04/22/2022	EFT	0.00	125.87	9478
6412	AG PLUS COOPERATIVE	04/15/2022	EFT	0.00	180.70	9434
6412	AG PLUS COOPERATIVE	04/22/2022	EFT	0.00	109.04	9479
4175	AIRPORT LIGHTING CO.	04/15/2022	Regular	0.00	642.00	121042
0578	AMAZON CAPITAL SERVICES	04/22/2022	EFT	0.00	550.62	9480
6561	AMEE CENTRAL	04/22/2022	Regular	0.00	6,990.00	121077
0658	AP DESIGN	04/22/2022	EFT	0.00	26.00	9481
6694	ARAMARK UNIFORM & CAREER APPAREL GROUP,	04/22/2022	EFT	0.00	85.76	9482
0630	ARCTIC GLACIER	04/15/2022	Regular	0.00	285.89	121043
5447	ARTISAN BEER COMPANY	04/15/2022	EFT	0.00	688.26	9435
5447	ARTISAN BEER COMPANY	04/22/2022	EFT	0.00	1,021.30	9483
6883	AT&T MOBILITY II LLC	04/15/2022	Regular	0.00	38.23	121044
6041	AUTOMATIC BUILDING CONTROLS, ABC INC	04/22/2022	Regular	0.00	864.00	121078
0648	AUTOMATIC SYSTEMS CO.	04/22/2022	Regular	0.00	937.20	121079
6411	BARRELS AND ARROWS LLC	04/15/2022	Regular	0.00	95.98	121045
0688	BELLBOY CORPORATION	04/15/2022	EFT	0.00	5,601.74	9436
0689	BEND RITE FABRICATION INC	04/22/2022	Regular	0.00	118.52	121080
6339	BESSE, NATHAN	04/15/2022	EFT	0.00	182.00	9437
0699	BEVERAGE WHOLESALERS	04/15/2022	Regular	0.00	26,536.37	121046
0699	BEVERAGE WHOLESALERS	04/22/2022	Regular	0.00	32,380.60	121081
0724	BOLTON & MENK INC	04/22/2022	EFT	0.00	268.00	9484
3829	BRAU BROTHERS	04/15/2022	Regular	0.00	149.00	121048
3829	BRAU BROTHERS	04/22/2022	Regular	0.00	203.00	121082
4457	BREAKTHRU BEVERAGE	04/15/2022	Regular	0.00	1,260.91	121049
4457	BREAKTHRU BEVERAGE	04/22/2022	Regular	0.00	6,930.67	121083
0728	BUFFALO RIDGE CONCRETE,INC	04/15/2022	EFT	0.00	29.99	9438
0774	BUREAU OF CRIMINAL APPREHENSION	04/15/2022	Regular	0.00	630.00	121052
0380	CALLENS, DAVID	04/15/2022	EFT	0.00	20.00	9439
5352	CAMDEN INSURANCE AGENCY	04/15/2022	Regular	0.00	100.00	121053
6791	CAPITAL ONE	04/15/2022	Regular	0.00	26.27	121054
6791	CAPITAL ONE	04/22/2022	Regular	0.00	15.88	121084
0799	CARLOS CREEK WINERY	04/22/2022	Regular	0.00	498.00	121085
0815	CATTOOR OIL COMPANY INC	04/15/2022	EFT	0.00	48.29	9440
0818	CAUWELS, ROGER	04/15/2022	EFT	0.00	182.00	9441
0836	CHARTER COMMUNICATIONS	04/15/2022	EFT	0.00	101.88	9442
0836	CHARTER COMMUNICATIONS	04/15/2022	EFT	0.00	11.99	9443
5733	CLARITY TELECOM, LLC	04/15/2022	EFT	0.00	341.76	9444
5733	CLARITY TELECOM, LLC	04/22/2022	EFT	0.00	2,846.88	9485
0875	COMPUTER MAN INC	04/22/2022	EFT	0.00	2,354.75	9486
0384	COUDRON, DEAN	04/15/2022	EFT	0.00	43.40	9445
0920	CULLIGAN WATER CONDITIONING OF MARSHALL	04/15/2022	Regular	0.00	79.00	121055
3819	DACOTAH PAPER CO	04/15/2022	EFT	0.00	1,796.92	9446
3819	DACOTAH PAPER CO	04/22/2022	EFT	0.00	201.91	9487
5731	DOLL DISTRIBUTING	04/15/2022	EFT	0.00	19,534.95	9447
5731	DOLL DISTRIBUTING	04/22/2022	EFT	0.00	14,170.20	9488
4126	DOOM & CUYPER CONSTRUCTION	04/22/2022	EFT	0.00	418.61	9489
6799	DOWNING, VALERIE	04/22/2022	Regular	0.00	350.00	121086
4753	ENTERPRISE LEASING CO	04/22/2022	EFT	0.00	147.71	9490
6834	EQUIPARTS CORP	04/15/2022	Regular	0.00	498.34	121056
6418	ESPING, DEREK	04/15/2022	EFT	0.00	312.96	9448
1090	FASTENAL COMPANY	04/15/2022	EFT	0.00	29.00	9449
1090	FASTENAL COMPANY	04/22/2022	EFT	0.00	73.97	9491

Council Check Report

Date Range: 04/15/2022 - 04/26/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1122	FLAHERTY & HOOD, P.A.	04/15/2022	EFT	0.00	8,750.00	9450
3772	FRONTIER PRECISION	04/22/2022	EFT	0.00	24,712.19	9492
4805	FURTHER	04/15/2022	Bank Draft	0.00	9,810.71	DFT0001638
4805	FURTHER	04/15/2022	Bank Draft	0.00	7,021.26	DFT0001643
1158	GALLS INC	04/15/2022	EFT	0.00	50.28	9451
1201	GRAINGER INC	04/15/2022	EFT	0.00	369.93	9452
6127	GRANDVIEW VALLEY WINERY, INC	04/15/2022	Regular	0.00	1,152.00	121057
1215	GREENWOOD NURSERY	04/15/2022	EFT	0.00	18,232.00	9453
6269	HANSON, SHARON	04/22/2022	EFT	0.00	5.16	9493
1243	HARDWARE HANK	04/22/2022	EFT	0.00	287.92	9494
1247	HARTS HEATING & REFRIGERATION INC	04/15/2022	Regular	0.00	13,096.00	121058
1256	HAWKINS INC	04/22/2022	EFT	0.00	7,074.57	9495
6324	HOOK, MATT	04/22/2022	EFT	0.00	50.00	9496
1311	HYVEE FOOD STORES INC	04/15/2022	Regular	0.00	9.97	121059
1311	HYVEE FOOD STORES INC	04/22/2022	Regular	0.00	140.37	121087
1322	ICC	04/15/2022	Regular	0.00	145.00	121060
1325	ICMA RETIREMENT TRUST #300877	04/15/2022	Regular	0.00	50.00	121061
5546	INDIAN ISLAND WINERY	04/15/2022	Regular	0.00	439.20	121062
5546	INDIAN ISLAND WINERY	04/22/2022	Regular	0.00	301.44	121088
1358	INTERNAL REVENUE SERVICE	04/15/2022	Bank Draft	0.00	25,837.96	DFT0001644
1358	INTERNAL REVENUE SERVICE	04/15/2022	Bank Draft	0.00	23,033.24	DFT0001645
1358	INTERNAL REVENUE SERVICE	04/15/2022	Bank Draft	0.00	7,939.70	DFT0001646
6540	INTERNATIONAL CHEMTEX, LLC	04/22/2022	EFT	0.00	976.97	9497
1399	JOHNSON BROTHERS LIQUOR COMPANY	04/15/2022	EFT	0.00	27,531.26	9454
1399	JOHNSON BROTHERS LIQUOR COMPANY	04/22/2022	EFT	0.00	14,983.86	9498
3998	JT SERVICES	04/15/2022	EFT	0.00	1,925.00	9455
5095	KIBBLE EQUIPMENT	04/15/2022	EFT	0.00	46.92	9456
1483	LEAGUE OF MINNESOTA CITIES INS TRUST	04/15/2022	Regular	0.00	264.37	121063
1481	LEAGUE OF MINNESOTA CITIES	04/22/2022	Regular	0.00	1,772.00	121089
1507	LOCHER BROTHERS INC	04/22/2022	EFT	0.00	1,373.40	9499
1531	LYON COUNTY AUDITOR-TREASURER	04/22/2022	EFT	0.00	77,923.91	9500
1553	LYON COUNTY SHERIFF'S DEPT.	04/15/2022	Regular	0.00	20.00	121064
1555	LYON LINCOLN ELECTRIC COOPERATIVE INC	04/15/2022	Regular	0.00	40.00	121065
6292	MADDEN, GALANTER, HANSEN, LLP	04/15/2022	EFT	0.00	2,959.33	9457
1623	MARSHALL INDEPENDENT, INC	04/15/2022	Regular	0.00	592.63	121066
1633	MARSHALL MUNICIPAL UTILITIES	04/15/2022	EFT	0.00	2,072.17	9458
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	04/15/2022	EFT	0.00	64.91	9459
1637	MARSHALL PUBLIC SCHOOLS	04/22/2022	EFT	0.00	3,480.84	9501
3545	MARSHALL RADIO	04/15/2022	EFT	0.00	2,100.00	9460
1695	MEIER ELECTRIC INC	04/22/2022	EFT	0.00	1,380.00	9502
4980	MENARDS INC	04/15/2022	Regular	0.00	323.01	121067
4980	MENARDS INC	04/22/2022	Regular	0.00	291.71	121090
3669	MINNESOTA STATE RETIREMENT SYSTEM	04/15/2022	Bank Draft	0.00	14,219.71	DFT0001641
1757	MN CHILD SUPPORT PAYMENT CENTER	04/15/2022	Bank Draft	0.00	356.25	DFT0001635
1757	MN CHILD SUPPORT PAYMENT CENTER	04/15/2022	Bank Draft	0.00	287.49	DFT0001636
1757	MN CHILD SUPPORT PAYMENT CENTER	04/15/2022	Bank Draft	0.00	85.83	DFT0001637
1774	MN DEPT OF LABOR AND INDUSTRY FINANCIAL SE	04/22/2022	Regular	0.00	19.00	121091
1807	MN MUNICIPAL BEVERAGE ASSOCIATION	04/15/2022	Regular	0.00	295.00	121068
1813	MN POLLUTION CONTROL AGENCY	04/15/2022	Regular	0.00	6,300.00	121069
1813	MN POLLUTION CONTROL AGENCY	04/22/2022	Regular	0.00	45.00	121092
1813	MN POLLUTION CONTROL AGENCY	04/22/2022	Regular	0.00	45.00	121093
1818	MN REVENUE	04/15/2022	Bank Draft	0.00	11,042.87	DFT0001647
1864	MONTES ELECTRIC INC	04/15/2022	Regular	0.00	1,165.50	121070
2512	NATIONWIDE RETIREMENT	04/15/2022	Bank Draft	0.00	575.00	DFT0001631
2513	NATIONWIDE RETIREMENT-FIRE	04/15/2022	Bank Draft	0.00	1,847.09	DFT0001632
1945	NORMS GTC	04/15/2022	Regular	0.00	122.11	121071
1945	NORMS GTC	04/22/2022	Regular	0.00	178.19	121094
1986	NORTH CENTRAL INTERNATIONAL, INC	04/15/2022	EFT	0.00	156.89	9461
6463	OFFICE OF MNIT SERVICES	04/22/2022	Regular	0.00	549.43	121095
5891	ONE OFFICE SOLUTION	04/15/2022	EFT	0.00	215.15	9462
5891	ONE OFFICE SOLUTION	04/22/2022	EFT	0.00	44.22	9503

Council Check Report

Date Range: 04/15/2022 - 04/26/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3809	O'REILLY AUTOMOTIVE STORES, INC	04/15/2022	EFT	0.00	15.30	9463
2019	PAUSTIS WINE COMPANY	04/15/2022	Regular	0.00	4,337.67	121072
2019	PAUSTIS WINE COMPANY	04/22/2022	Regular	0.00	345.00	121096
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	04/15/2022	EFT	0.00	64.00	9464
2028	PERA OF MINNESOTA REG	04/15/2022	Bank Draft	0.00	51,602.77	DFT0001639
2036	PHILLIPS WINE AND SPIRITS INC	04/15/2022	EFT	0.00	17,640.66	9465
2036	PHILLIPS WINE AND SPIRITS INC	04/22/2022	EFT	0.00	18,110.65	9504
2049	PLUNKETTS PEST CONTROL INC	04/15/2022	EFT	0.00	39.08	9467
2096	QUARNSTROM & DOERING, PA	04/22/2022	EFT	0.00	1,984.22	9505
5965	R&R SPECIALTIES OF WISCONSIN INC	04/22/2022	EFT	0.00	507.60	9506
5732	RITE	04/15/2022	Regular	0.00	1,469.53	121073
6684	ROLLING FORKS VINEYARDS, LLC	04/22/2022	EFT	0.00	1,097.04	9507
5867	ROUND LAKE VINEYARDS & WINERY	04/22/2022	EFT	0.00	1,210.50	9508
2201	RUNNINGS SUPPLY INC	04/15/2022	EFT	0.00	73.47	9468
2201	RUNNINGS SUPPLY INC	04/22/2022	EFT	0.00	21.99	9509
3495	SMSU	04/22/2022	EFT	0.00	250.00	9510
4086	SOUTHERN MN RECREATION & PARK ASSOCIATIC	04/22/2022	Regular	0.00	15.00	121097
4855	SOUTHERN GLAZER'S OF MN	04/15/2022	EFT	0.00	23,084.71	9469
4855	SOUTHERN GLAZER'S OF MN	04/22/2022	EFT	0.00	5,635.69	9511
2311	SOUTHWEST GLASS CENTER	04/22/2022	EFT	0.00	20.00	9512
5922	SRF CONSULTING GROUP, INC.	04/22/2022	EFT	0.00	1,308.53	9513
5823	STAN MORGAN & ASSOCIATES, INC	04/22/2022	Regular	0.00	12,621.38	121098
6202	SUNDANCE AUTO REPAIR	04/22/2022	Regular	0.00	3,149.91	121099
0147	TAHER FOOD SERVICE	04/15/2022	EFT	0.00	186.00	9471
6277	TALKING WATERS BREWING CO, LLC	04/22/2022	EFT	0.00	2,540.00	9514
6137	TEIGS LAWN CARE & LANDSCAPING, LLC	04/22/2022	Regular	0.00	290.00	121100
2428	TITAN MACHINERY	04/22/2022	EFT	0.00	131.00	9515
2429	TKDA	04/15/2022	EFT	0.00	5,250.00	9472
6786	TRUCK CENTER COMPANIES EAST LLC	04/22/2022	EFT	0.00	3.02	9516
6126	UNITED COMMUNITY ACTION PARTNERSHIP	04/22/2022	EFT	0.00	14,022.37	9517
3443	VALIC DEFERRED COMP	04/15/2022	Bank Draft	0.00	941.61	DFT0001633
3443	VALIC DEFERRED COMP	04/15/2022	Bank Draft	0.00	1,705.77	DFT0001634
6901	VAN METER INC	04/22/2022	Regular	0.00	5,802.81	121101
4489	VERIZON WIRELESS	04/15/2022	EFT	0.00	35.01	9473
4489	VERIZON WIRELESS	04/22/2022	EFT	0.00	449.50	9518
2538	VIKING COCA COLA BOTTLING COMPANY	04/15/2022	EFT	0.00	240.40	9474
2538	VIKING COCA COLA BOTTLING COMPANY	04/22/2022	EFT	0.00	313.25	9519
4594	VINOCUPIA	04/15/2022	EFT	0.00	1,786.92	9475
6085	VOYA - INVESTORS CHOICE	04/15/2022	Bank Draft	0.00	2,191.90	DFT0001642
6973	WALTERS, DEREK	04/15/2022	Regular	0.00	150.00	121074
6821	WEETS, ALLISON	04/15/2022	Regular	0.00	25.00	121075
6821	WEETS, ALLISON	04/15/2022	Regular	0.00	25.00	121076
2605	WINE MERCHANTS	04/15/2022	EFT	0.00	154.22	9476

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	106	57	0.00	135,218.09
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	16	16	0.00	158,499.16
EFT's	209	85	0.00	346,896.25
	331	158	0.00	640,613.50

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	106	57	0.00	135,218.09
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	16	16	0.00	158,499.16
EFT's	209	85	0.00	346,896.25
	331	158	0.00	640,613.50

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	4/2022	640,613.50
			640,613.50

CITY OF MARSHALL, MINNESOTA
PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS
4/26/2022

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		26,000.00	52,616.00
Z83	479-43300-55170	2/23/2021	James Ave/Camden Dr Reconstruction	Kuechle Underground	849,244.50		849,244.50			779,179.36		41,009.44	29,055.70
Z88	479-43300-55170	4/13/2021	State Aid Overlay	Duininck, Inc	1,924,600.45	31,330.31	1,955,930.76			1,859,801.49		-	96,129.27
PK-001	401-45200-55130	8/25/2021	Independence Park Trail Replacement	A & C Excavating, LLC	375,659.10		375,659.10			109,320.20		5,753.70	260,585.20
SWM-007	630-49600-55170	10/12/2021	Independence Park Pond Forebay Expansion	Towne & Country Excavating LLC	229,255.50		229,255.50						229,255.50
AP-005	101-43400-55120	10/12/2021	A/D Building Roof Repair	Gag Sheet Metal, Inc.	37,200.00	45,399.00	82,599.00		51,879.00	30,720.00			-
ST-002	495-43300-55170	2/8/2022	Bituminous Overlay on Various City Streets	Duininck, Inc	560,573.35		560,573.35						560,573.35
ST-003	480-43300-55170	2/8/2022	1st/Greeley/Williams Reconstruction	R & G Construction Co.	1,647,498.69		1,647,498.69						1,647,498.69
ST-001	101-43300-53425	2/22/2022	Chip Seals	Pearson Bros., Inc.	210,581.00		210,581.00						210,581.00
ST-004	480-43300-55170	2/22/2022	Halbur Road Reconstruction	Duininck, Inc	1,142,009.72		1,142,009.72						1,142,009.72
				26,081,122.31	799,479.57	26,880,601.88	4,099,265.87	9,958,646.10	8,490,902.34		0.00	72,763.14	4,228,304.43

PERCENT
COMPLETE

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CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 26, 2022
Category:	NEW BUSINESS
Type:	INFO/ACTION
Subject:	Request for Conditional Use Permit by BN Kor Investments LLC at 507 South Highway 23
Background Information:	<p>BN Kor Investments LLC applied for a Conditional Use Permit for an advertising sign at 507 South Highway 23. This sign will be installed behind a private driveway. This is a so-called dynamic display LED sign which is a sign with the electronic image that changes every so often. Similar signs were installed at the corner of Highway 59 and Highway 23 and Highway 19 and Highway 23. The City staff has not heard any adverse or negative comments about those signs and it appears that the highway traffic has not been affected.</p> <p>The new sign will consist of two LED panels, 11 feet by 23 feet each, installed at about 30-degree angle to each other to face traffic on Highway 23 in both directions. The overall height of the sign is requested to be 27 feet. Each panel size is less than maximum allowed length of 55 feet and smaller than previously installed signs of this nature.</p> <p>The City of Marshall does not have an ordinance that regulates those signs and not many other cities do. The science of the light and brightness is complicated. The Condition 4 pertaining to this issue is based on the State regulations, industry standards, and other communities' rules. All conditions may be revised, or new conditions added by both the Planning Commission and the City Council.</p> <p>Advertising sign definition may be found in Section 86-1 under Sign, Advertising, and sign regulations for this zoning district are in Section 86-185 (3). The Conditional Use Permit regulations are found in Section 86-46 and the Standards for Hearing are found in Section 86-49. An area site diagram, sign specifications and drawings are all attached.</p> <p>A Public Hearing took place at the Planning Commission meeting on April 13, 2022, a motion was made by Muchlinski, second by Deutz, to recommend approval of the Conditional Use Permit, with the listed conditions, to City Council. ALL VOTED IN FAVOR OF THE MOTION.</p>
Fiscal Impact:	None known.
Alternative/Variations:	None recommended.
Recommendations:	<p>Planning Commission recommends that the Council approve a Conditional Use Permit request by BN Kor Investments LLC, for a Conditional Use Permit for an advertising sign at 507 South Highway 23, subject to the following conditions:</p> <ol style="list-style-type: none"> 1. The sign must be installed as shown on attached sketch. A survey showing exact sign location by the registered land surveyor shall be filed with the City of Marshall prior to sign installation. The sign or any part thereof shall not encroach into any public right-of-way or adjacent property. 2. This permit is for the sign structure described as follows: <ol style="list-style-type: none"> a. Two panels will be installed at an angle to each other. b. Each sign shall be no greater than 12 feet by 25 feet. c. The overall height of the sign shall be no more than 30 feet. <p>Prior to sign installation, a sign permit application must be applied and paid for. Structural drawings showing sign footing and foundations shall be signed by a registered professional engineer and submitted along the sign permit application.</p> 3. The sign structure shall be maintained in a safe condition and all surfaces maintained without blemish or defects. The current land and sign owner, and all future s

	<p>landowners are fully responsible for maintenance, together or separately.</p> <ol style="list-style-type: none"> 4. The sign shall comply with the following in regard to image change and brightness: <ol style="list-style-type: none"> a. Image Change Frequency: Not more often than every 6 seconds. b. Image transition shall be instantaneous without any special effect. c. Image maximum illumination shall be not more than 0.3-foot candle above ambient light at a distance of 150 feet from sign face. d. No flash or moving images are allowed. e. The sign brightness shall adjust depending on ambient light conditions. f. The sign image shall be discontinued in case of sign malfunction. 5. The sign owner shall adjust the sign brightness if the City finds it to be too bright and interfering with driver's operation of motor vehicle and official traffic control. 6. The City of Marshall is granted the right to utilize this sign for any safety related messages when necessary. 7. Obtain the required permit from the State Department of Transportation.
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CONDITIONAL USE PERMIT

City of Marshall, Minnesota

WHEREAS, the Planning Commission of the City of Marshall has held a Public Hearing for a Conditional Use Permit for a digital billboard. The legal description of the property is:

Wilke-Miller-Buesing 1st Addition Part of Lot 2 Block 2 Except Part of Lot 2 to Greg Taylor Except Part Lot 2 to Ken Holm Except Part Lot 2 to BN Kor Investments
City of Marshall, County of Lyon, State of Minnesota
(507 South Highway 23)

and; in accordance with and pursuant to the provisions of Chapter 86 of the City Code of Ordinances related to zoning; and has written findings that the establishment, maintenance or conducting of the use for which the permit is sought will not under the circumstances be detrimental to the health, safety, morals, comfort, convenience or welfare of the persons residing or working in the area adjacent to the use, or to the public welfare, or injurious to property or improvements in the area adjacent to such use; and,

WHEREAS, the Planning Commission has designated certain conditions in the granting of such use permit,

NOW THEREFORE, be it resolved by the Common Council of the City of Marshall, Minnesota, that a Conditional Use Permit be granted to BN Kor Investments LLC, for a digital billboard on the premises described herein subject to the following conditions:

1. The sign must be installed as shown on attached sketch. A survey showing exact sign location by the registered land surveyor shall be filed with the City of Marshall prior to sign installation. The sign or any part thereof shall not encroach into any public right-of-way or adjacent property.
2. This permit is for the sign structure described as follows:
 - a. Two panels will be installed at an angle to each other.
 - b. Each sign shall be no greater than 12 feet by 25 feet.
 - c. The overall height of the sign shall be no more than 30 feet.Prior to sign installation, a sign permit application must be applied and paid for. Structural drawings showing sign footing and foundations shall be signed by a registered professional engineer and submitted along the sign permit application
3. The sign structure shall be maintained in a safe condition and all surfaces maintained without blemish or defects. The current land and sign owner, and all future sign and landowners are fully responsible for maintenance, together or separately.
4. The sign shall comply with the following in regard to image change and brightness:
 - a. Image Change Frequency: Not more often than every 6 seconds.
 - b. Image transition shall be instantaneous without any special effect.
 - c. Image maximum illumination shall be not more than 0.3-foot candle above ambient light at a distance of 150 feet from sign face.
 - d. No flash or moving images are allowed.
 - e. The sign brightness shall adjust depending on ambient light conditions.
 - f. The sign image shall be discontinued in case of sign malfunction.

5. The sign owner shall adjust the sign brightness if the City finds it to be too bright and interfering with driver's operation of motor vehicle and official traffic control.
6. The City of Marshall is granted the right to utilize this sign for any safety related messages when necessary.
7. Obtain the required permit from the State Department of Transportation.

ADOPTED April 26, 2022

ATTEST:

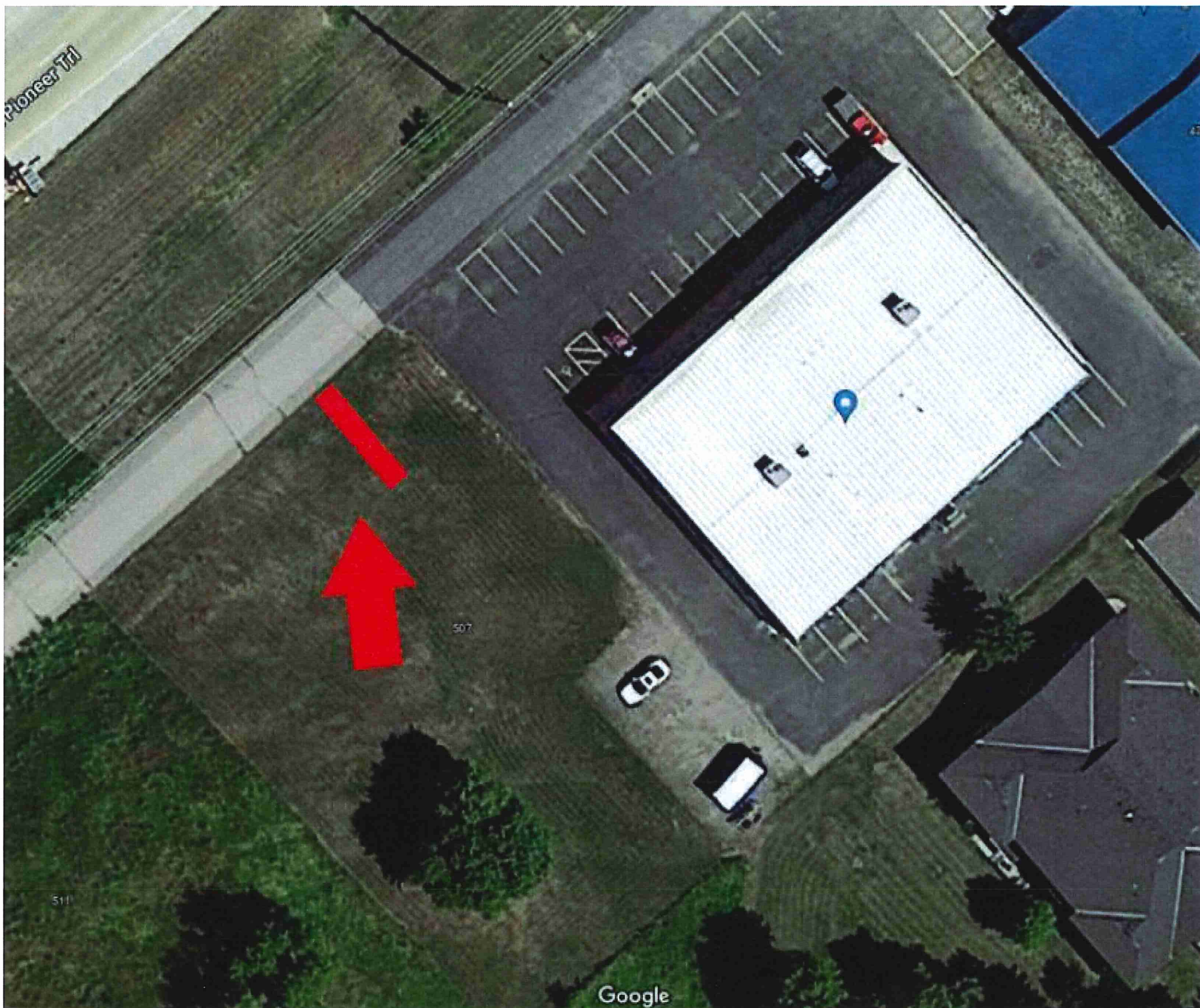
Mayor

City Clerk

This Instrument Drafted By:
Jason R. Anderson, P.E.
City Engineer/Zoning Administrator

(SEAL)

File No. 1150







CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 26, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Award of Proposal for Wastewater Toxicity Reduction Evaluation (TRE) Study and NPDES Permit assistance.
Background Information:	<p>The Wastewater Facility failed our Whole Effluent Toxicity (WET) test on 7/19/2011 and the MPCA required us to enter a Toxicity Reduction Evaluation (TRE) to find and remove the toxicity from our effluent. Bolton & Menk have been assisting with this since 8/11/2011. Marshall's 2014 National Pollutant Discharge Elimination System (NPDES) permit has been expired since 5/1/2019 and we have continued to comply with the requirements in the 2014 permit while the MPCA finished up on new standards for our receiving waters.</p> <p>On 4/1/2022 we received our New Limits Notification letter from the Minnesota Pollution Control Agency (MPCA). This is a precursor to a draft of our new permit, and it outlines six new parameters that we will need to meet. Engineering services will be needed to comply with the requests of this letter. The requirements that ultimately are included in our next NPDES permit can have huge financial impacts for our facility and need to be properly addressed.</p>
Fiscal Impact:	This would proceed hourly with a not to exceed of \$15,000 for the NPDES Permit assistance and \$25,000 for the TRE Study which could continue for two years. Funding would be from Wastewater's General Professional Services account (#602-49500-53110)
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council approve acceptance of the quote from Bolton & Menk of Burnsville, Minnesota, for the additional TRE & Permit Renewal Services in the not-to-exceed amount total of \$40,000.



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

VIA EMAIL

April 8, 2022

Mr. Scott Truedson
Wastewater Superintendent
City of Marshall
600 Erie Street
Marshall, MN 56258
Scott.Truedson@ci.marshall.mn.us

RE: Revised Additional TRE-Permit Renewal Services
Wastewater Treatment Plant
Marshall, Minnesota

Dear Scott:

Per your request, Bolton & Menk, Inc. proposes to provide revised additional engineering services as outlined in the letter forwarded to you on February 17, 2022. This proposal replaces the February 17, 2022, proposal. The revised engineering services are as follows:

1. Provide responses on possible water quality based effluent limits (WQBELs) changes to the City's new NPDES as proposed in an April 1, 2022, from the Minnesota Pollution Control Agency (MPCA). Work included is as follows:
 - a. Meet with MPCA and WWTF Staff to review the new WQBELs effluent limits.
 - b. Review 7Q10 flow to determine reasonable potential of the proposed new limits.
 - c. Help prepare responses to the MPCA.
 - d. Help with the completion of the permit application as requested by staff.
 - e. Continue to submit the annual monitoring reports for copper and chlorides until the new NPDES permit is issued.
 - f. Help complete a variance for the new sulfate and TDS limits should the city decide this is the best alternative.
2. Continue to work with the WWTF Staff on the ongoing TRE study. The additional work will include the following:
 - a. Additional WET tests to evaluate the effect of chlorides on the facility effluent.
 - b. Investigate the effect of Total Nitrogen in the plant effluent based on WET test results.
 - c. Review of the City's possible proposed new Total Nitrogen NPDES Effluent Limits should the WET tests completed show that Total Nitrogen does have an effect.
 - d. Note, the additional WET test and wrap up of the TRE could continue for an additional two (2) years.

Mr. Scott Truedson
City of Marshall, Minnesota
April 8, 2022
Page 2

We propose to proceed with the work on an hourly basis with a not to exceed value for each task:

- NPDES Permit Application \$15,000
- TRE Study \$25,000

All costs for additional testing as required be billed to the city for direct payment.

Please sign and return one copy to my attention at the Burnsville Office. If you have any questions, please do not hesitate to give me a call.

Sincerely,

Bolton & Menk, Inc.



R. Kelly Yahnke
Project Manager

cc: Seth Peterson – Bolton & Menk, Inc.
Kris Swanson – Bolton & Men, Inc.
Lana Tullis – Bolton & Menk, Inc.
Jon Peterson – Bolton & Menk, Inc.

Accepted by
City of Marshall, Minnesota

Printed Name

Date

April 1, 2022

VIA EMAIL

The Honorable Robert J. Byrnes
Mayor, City of Marshall
344 W Main St
Marshall, MN 56258

RE: New Limit Notification
Marshall Wastewater Treatment Facility
NPDES/SDS Permit No. MN0022179
T112N, R41W, Section 33, Marshall, Lyon County, Minnesota

Dear Mayor Byrnes:

As discussed in our phone call on April 1, 2022, the Minnesota Pollution Control Agency (MPCA) has completed a review of recent monitoring data collected from the city of Marshall (Permittee) Wastewater Treatment Facility (Facility) and downstream receiving waters as part of the permit reissuance process. Based on the review of this data, the MPCA has determined the need for new water quality based effluent limits (WQBELs) to be placed in the reissued permit to ensure compliance with water quality standards. The Facility will be required to meet the following new total chloride, total copper, total phosphorus, total dissolved solids (TDS), sulfate, and chronic whole effluent toxicity (WET) effluent limits included in Table 1 below.

Table 1. Summary of new effluent limits for the Marshall WWTF

Parameter	Limit	Season	Limit type	Basis
Total chloride ¹	261 mg/L	Jan-Dec	Calendar Month Average	WQBEL
	302 mg/L		Daily Maximum	
Total Copper ¹	42 ug/L	Jan-Dec	Calendar Month Average	WQBEL
	26 ug/L		Daily Maximum	
Total phosphorus	13.3 kg/day	Jun-Sept	Calendar Month Average	WQBEL
Chronic WET	1.2 TUc	Test battery results due semi-annually. Limit becomes effective following completion of the Toxicity Reduction Evaluation (TRE).		WQBEL
Sulfate	769 mg/L	Jan-Dec	Calendar Month Average	WQBEL
	991 mg/L		Daily Maximum	
TDS	3,771 mg/L	Jan-Dec	Calendar Month Average	WQBEL
	4,338 mg/L		Daily Maximum	

¹ The current permit contains a schedule of compliance to attain compliance with the final effluent limits as soon as possible but no later than April 1, 2024.

Information requested pertaining to the existing schedules of compliance total chloride:

The current permit contains a schedule of compliance (SOC) for the total chloride limits listed in Table 1. The SOC required the permittee to attain compliance with the final limits “as soon as possible but no later than April 1, 2024.”

The most recent Chloride Reduction Progress Report, submitted on June 25, 2021, indicates that the permittee plans to continue source reduction and control efforts and plans to follow the requirements of the SOC contained in the current permit. The remaining SOC requirements are as follows:

- 1. By 90 days after the issuance of the next permit, the permittee shall submit a Chloride Compliance Update based on any revisions of the final effluent limits and effectiveness of the chloride reduction program. If results of the chloride reduction plan are not adequate to meet the reissued effluent limits, the Permittee shall develop a Chloride Compliance Plan/Wastewater Facility Plan that details the steps, including but not limited to; a combination of available treatment technologies, pollution prevention activities, and an estimate of associated costs of construction and operation of the available technologies. The Plan shall also include a proposed timeline that could lead to final compliance with the water quality based effluent limits by April 1, 2024.*
- 2. One year after the reissuance of the next permit, the permittee shall submit a Chloride Plan/Wastewater Facility Plan.*
- 3. Within 60 days of submitting the Wastewater Facility Plan, the permittee shall, in concert with the MPCA, determine if implementation of the Compliance Plan will lead to compliance with the final chloride limits. If it is determined that compliance is not technically or economically feasible, the permittee may submit an application for a variance by 180 days prior to the expiration of the next reissued permit.*

Since the Facility has not yet demonstrated the ability to comply with the final chloride limits, the MPCA intends to include the existing chloride SOC in the reissued permit, editing the interim dates and requirements as needed to align with the fact that the City has already constructed a central softening WTP and to align with the actual expected permit reissuance date and the final compliance date of April 1, 2024. **Within thirty days after receipt of this letter, the City shall provide an updated schedule of actions to attain compliance with the total chloride limit as soon as possible but no later than April 1, 2024.**

Information requested pertaining to the existing SOC for total copper:

The current permit contains a SOC for the total copper limits listed in Table 1. The SOC required the permittee to attain compliance with the final limits “as soon as possible but no later than April 1, 2024.”

The most recent Copper Compliance Progress Report, submitted on June 25, 2021, indicated that following the optimization of the polyphosphate feed system at the water treatment plant (WTP) in 2014, the Facility has consistently maintained compliance with proposed copper limits listed in Table 1. This agrees with recent MPCA review of the Facility’s data.

Since the Facility has been complying with both the total copper daily maximum limit of 42 micrograms per liter (ug/L) and total copper monthly average limit of 26 ug/L since the end of 2014/beginning of 2015, the MPCA will consider the “as soon as possible” date for compliance with these limits to be the issuance date of the reissued permit. Therefore, the MPCA intends to include these limits as final limits effective immediately upon the reissuance of the permit.

Information requested pertaining to the newly proposed RES based total phosphorus limit:

The 13.3 kilograms per day (kg/day) total phosphorus limit is based on the River Eutrophication Standards (RES) and was set to protect aquatic life and recreation from problems associated with excessive nutrients (Minn. R. 7050.0222). General information regarding RES limits can be found at: <https://www.pca.state.mn.us/water/phosphorus-wastewater>.

The WQBEL of 13.3 kg/day is based off a five-year long-term average wasteload allocation (WLA) of 6.32 kg/day, June-September. The long-term average WLA of 6.32 kg/day is based on achieving RES 150 µg/L in the Redwood and Minnesota Rivers. The MPCA projects that by complying with the 13.3 kg/day monthly limit, the Marshall Facility will have to average 6.32 kg/day, June-September, over a five-year/long-term period. After the five year permit cycle, the MPCA will evaluate the facility’s discharge and the downstream water quality. And if necessary, adjust the facility’s 13.3 kg/day monthly average limit down to ensure that the long-term average WLA of 6.32 kg/day is achieved during the June-September effective period.

This new limit will apply in addition to the Facility’s existing lake eutrophication based total phosphorus limit of 4,973 kilograms per year, effective January through December and expressed as a 12-month moving total. The Facility will also need to continue coverage under the Minnesota River Basin General Phosphorus Permit (MNG420000) until the new limit is incorporated into the permit and the Facility is compliant with the new limit. At that point, the Facility can be excluded from coverage under MNG420000.

Regarding the proposed 13.3 kg/day total phosphorus limit, upon initial review by the MPCA it appears that the Facility can comply with the new limit under current conditions but the MPCA is concerned that the Facility will not be able to comply at design flow. **Please provide a response to the items below.** The MPCA suggests that you work with your engineer to develop this response.

1. An evaluation of the Facility’s capability of maintaining compliance with the limit during the next 5-year permit term,
2. Estimated increases in flow and loading over the next 5-year permit term,
3. Projected population/industry growth in the next 5-year permit term,
4. Projected operating conditions that when reached would likely result in noncompliance with the limit, and
5. Timeline and milestone events that will trigger the need to take action to assure that the Facility will remain in compliance.

If it is determined by your response that the Facility cannot comply with the final limit immediately and that actions need to be taken by the Permittee to ensure compliance with the final limit the reissued permit may include a compliance schedule or special conditions that provide the time necessary to ensure compliance with the final limit. The timeframe to complete the actions must be determined to be as soon as possible in accordance with CFR 122.47.

Discussion of Chronic Whole Effluent Toxicity (WET) Limit

As part of the permit reissuance process, a reasonable potential evaluation was done on the chronic WET tests to determine if there was cause to exceed the WET monitoring threshold value of 1.2 Toxic Unit chronic (TUC). Because the Facility has entered into a Toxicity Reduction Evaluation (TRE), the Facility will now have a chronic WET limit. This chronic WET limit is 1.2 TUC and is a daily maximum limit, which must be met at the outfall SD001. This chronic WET limit will come into effect after the Facility has completed the TRE. The Facility must receive confirmation from the MPCA that the TRE is finalized before the Facility can end the TRE process.

During the TRE process, the Facility will provide one chronic WET test each year to the MPCA in order to fulfill their chronic WET requirement. Once the TRE has been completed, the Facility will be required to perform semiannual chronic WET tests for the remainder of the life of the permit after the TRE is finalized and approved by the MPCA. If the permittee fails any of the chronic WET tests, they must do two chronic WET repeat tests and pass both chronic WET tests to not enter back into a TRE process.

Information on a SOC pertaining to the newly proposed TDS and sulfate limits:

Upon initial review by the MPCA it appears that the Facility cannot comply with the final TDS or sulfate limits under current conditions or at design flow.

If the permittee chooses to pursue a SOC for any of the proposed limits, the permittee must provide a response outlining the actions that will be taken to achieve compliance with each of the final limits and the timeframe needed to complete each action. The timeframe to complete the actions must be determined to be as soon as possible in accordance with CFR 122.47. The as soon as possible time frame is a case specific determination and, when adequately justified, has ranged from 1 to 20 years.

Please provide a response to the items below. The MPCA suggests that you work with your engineer to develop this response. The MPCA will use your response to develop a compliance schedule or special conditions to be included in the reissued permit that identifies the actions that need to be taken, the timeframes for completion of each action, and the final date to attain compliance with the new limit(s).

1. An evaluation of the Facility's ability to comply with the new limit(s).
2. A summary of the current debt service on existing municipal wastewater infrastructure (Minn. Stat. 115.456). A form to record and report the financial data necessary for this evaluation can be found at: <https://www.pca.state.mn.us/sites/default/files/wq-wwprm7-70b.xls>.

3. A description of the steps/actions that will need to be taken to meet the limit(s) as soon as possible. Possible steps/actions include, but are not limited to:
 - a. when a facility plan will be submitted,
 - b. when plans and specs will be submitted,
 - c. when construction will begin, and
 - d. when initiation of operation of the upgraded Facility will occur
4. A proposed compliance schedule that will end in achieving compliance with the new limit(s) as soon as possible. The schedule shall include:
 - a. dates associated with each step/action that will be completed, and
 - b. the final as soon as possible date when compliance can be achieved

Information on applying for a variance(s) to the newly proposed TDS and/or sulfate limits:

The reasonable potential analysis conducted as part of the permit reissuance process indicated reasonable potential to cause or contribute to the excursion above a water quality standard for both total dissolved salts (measured as total dissolved solids) and total sulfate. The effluent limits in Table 1 were derived from water quality standards pursuant to 40 CFR 122.44 (d)(1)(vii)(A).

If the permittee finds that complying with the final limits for TDS and/or sulfate would result in significant widespread economic and social impacts, the permittee can use this form to apply for a sulfate variance or to apply for a sulfate and TDS variance:

<https://www.pca.state.mn.us/sites/default/files/wq-wwprm2-10b.docx>. It should be noted that a TDS variance application would qualify as a “streamlined chloride variance.” If the permittee chooses to apply for a TDS only variance, the permittee can utilize the streamlined chloride variance application located here: <https://www.pca.state.mn.us/sites/default/files/wq-wwprm2-10e.docx>. A sulfate variance would not be considered a streamlined variance and would be subject to a full variance application and the applicable variance fee.

The permittee may choose to use this alternative analysis as supporting information if it develops a variance application for sulfate to aid in the financial analysis: *Analyzing Alternatives for Sulfate Treatment in Municipal Wastewater*:

<https://www.pca.state.mn.us/sites/default/files/wq-rule4-15pp.pdf>.

Additional information relating to variances can be found on the MPCA’s Water Quality Variance webpage: <https://www.pca.state.mn.us/water/water-quality-variances>

Nitrogen Standard Development Information

Please be aware that the MPCA is currently in the process of adopting nitrate and ammonia water quality standards for protection of aquatic life. Early indications suggest that the MPCA will likely recommend a new nitrogen limit in your next permit action, following completion of the nitrate and ammonia water quality standard rulemaking. The MPCA encourages the Permittee to consider the potential for future nitrogen limits in their next reissuance as they plan/design any facility upgrades.

Additional information on the MPCA’s review and development of the effluent limits for your Facility can be found in the effluent limits documents enclosed with this letter.

April 1, 2022

Please provide the requested information within thirty days of the date of this letter. The MPCA will use this information to develop your draft NPDES/SDS Permit. A compliance schedule or special conditions may be included in the draft permit, as appropriate, to provide you with the time needed to meet the new limits. Additional information may be requested to help justify that actions completed are within the earliest possible timeframe that compliance can be achieved.

If you have any questions or would like to set up a meeting with MPCA staff regarding the new effluent limits, the requested information, or any of the information enclosed with this letter, please contact me at ashley.wahl@state.mn.us or at 507-476-4264.

Sincerely,

Ashley Wahl

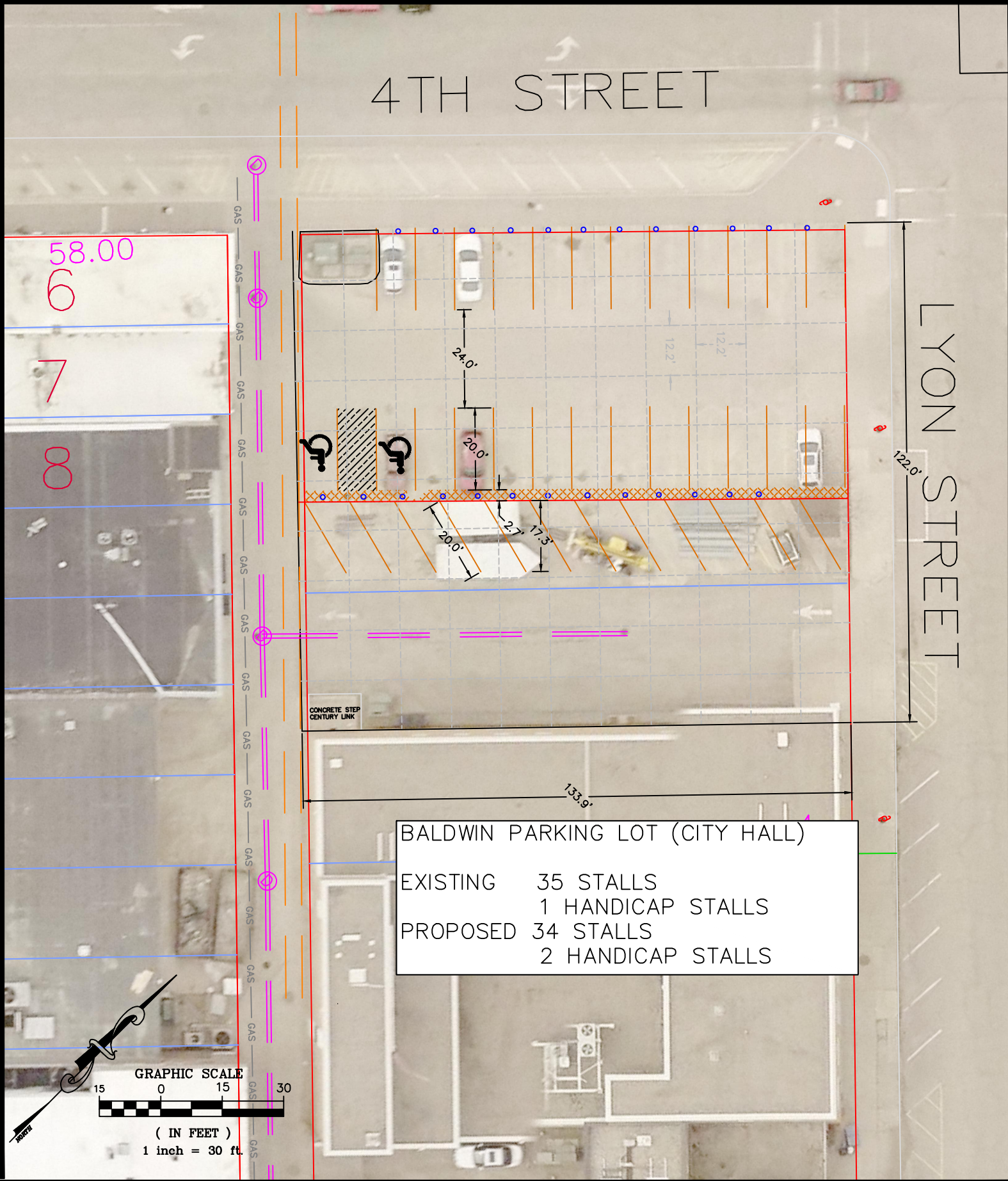
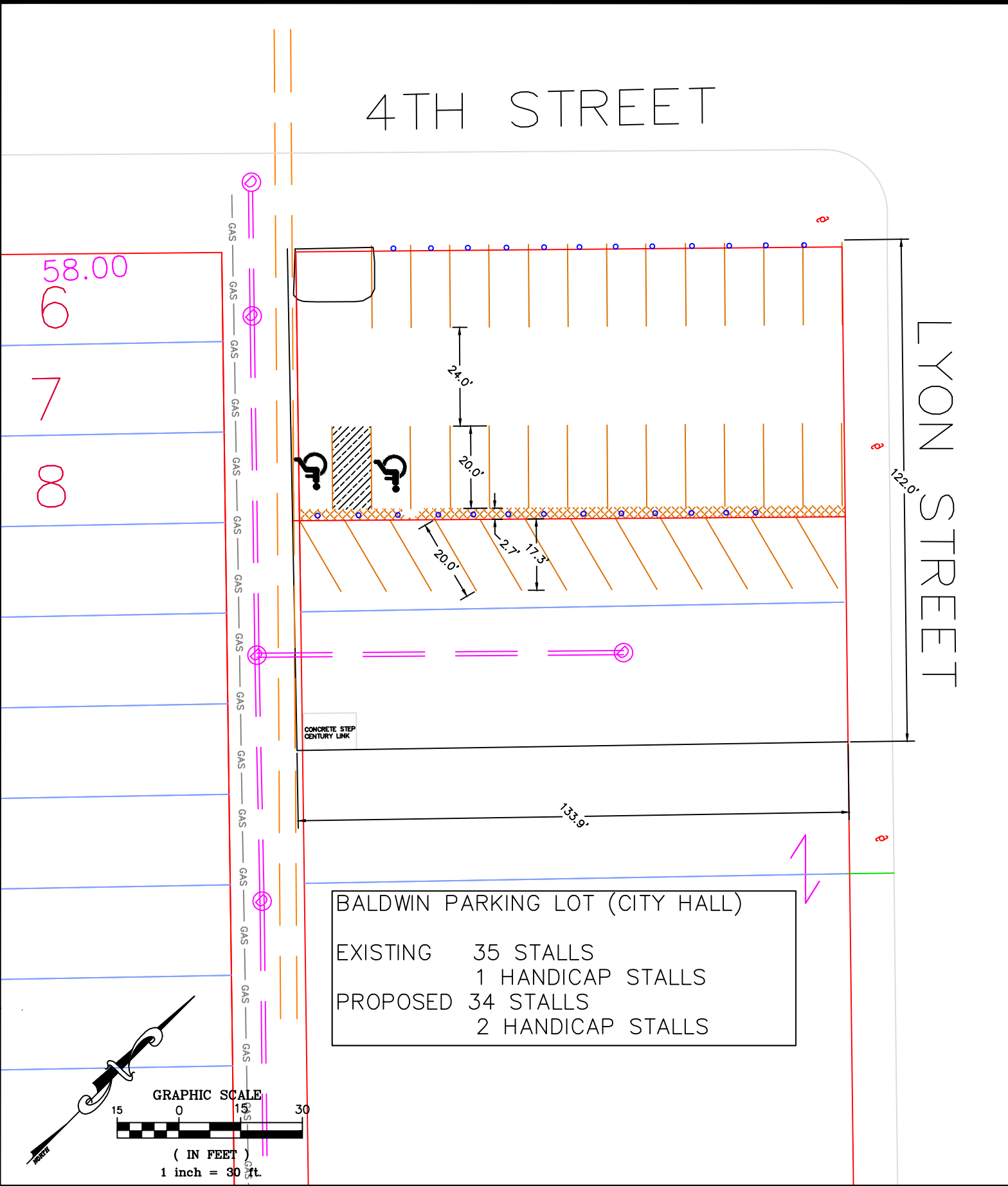
Ashley Wahl
Environmental Specialist
Municipal Division

Enclosures: Redwood River Basin Phosphorus Review v1.2
[Understanding your RES Limit Factsheet](#)


cc: Scott Truedson, Facility Superintendent (electronic)
Scott Pryzbilla, Assistant Facility Superintendent, Marshall WWTF (electronic)
Karla Drown, Finance Director, City of Marshall (electronic)
Jon Peterson, Bolton & Menk (electronic)
Abram Peterson, MPCA
Brad Gillingham, MPCA
Paul Kimman, MPCA
Dann White, MPCA
Gbolahan Gbadamosi, MPCA
Dennis Wasley, MPCA
Fawkes Char, MPCA

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 26, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project ST-005: Lyon Street Parking Lots Project (Baldwin and Rose) – Consider Authorization to Advertise for Bids.
Background Information:	<p>This project consists of the reconstruction of the Baldwin and Rose Parking Lots adjacent to W. Lyon Street; pavement removal and concrete paved surfacing. The Baldwin Parking Lot is located behind City Hall. The Rose Parking Lot is located behind the Wooden Nickel.</p> <p>Both parking lots are in poor surface condition and warrant replacement. There are no utilities that would be replaced as part of the project. Staff has met with the PI/T Committee to propose the layouts included in the Council packet. Both proposed layouts are generally the same as they are currently arranged.</p> <p>Originally, the Addison and Rose Lots were planned for reconstruction in 2022. After continued work with the design, staff has determined that the Addison Lot will be considerably difficult to reconstruct separately from W. Lyon Street. There is a risk that much of the new concrete could have to be replaced again should the design of W. Lyon Street need to be revised.</p> <p>Reconstruction of both lots would occur over the summer and ideally be completed prior to <u>or following</u> the 150th Anniversary events. By reconstructing both of these lots in 2022, this allows for both lots to be available for patrons during the 2023 W. Lyon/N. 3rd Reconstruction project. The Addison Lot is planned to be reconstructed in coordination with the W. Lyon/N. 3rd project.</p>
Fiscal Impact:	The proposed project is included in the 2022 capital improvement plan (CIP) for reconstruction of parking lot surfacing.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the City Council authorize the advertisement for bids for Project ST-005: Lyon Street Parking Lots Project (Baldwin and Rose).



DESIGNED BY: GJS	DATE	REVISIONS	INIT.
DRAWN BY: GJS			
Item 17.			
1"=##'			



MARSHALL

ENGINEERING DEPARTMENT
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

PARKING LOT STRIPING
BALDWIN LOT

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

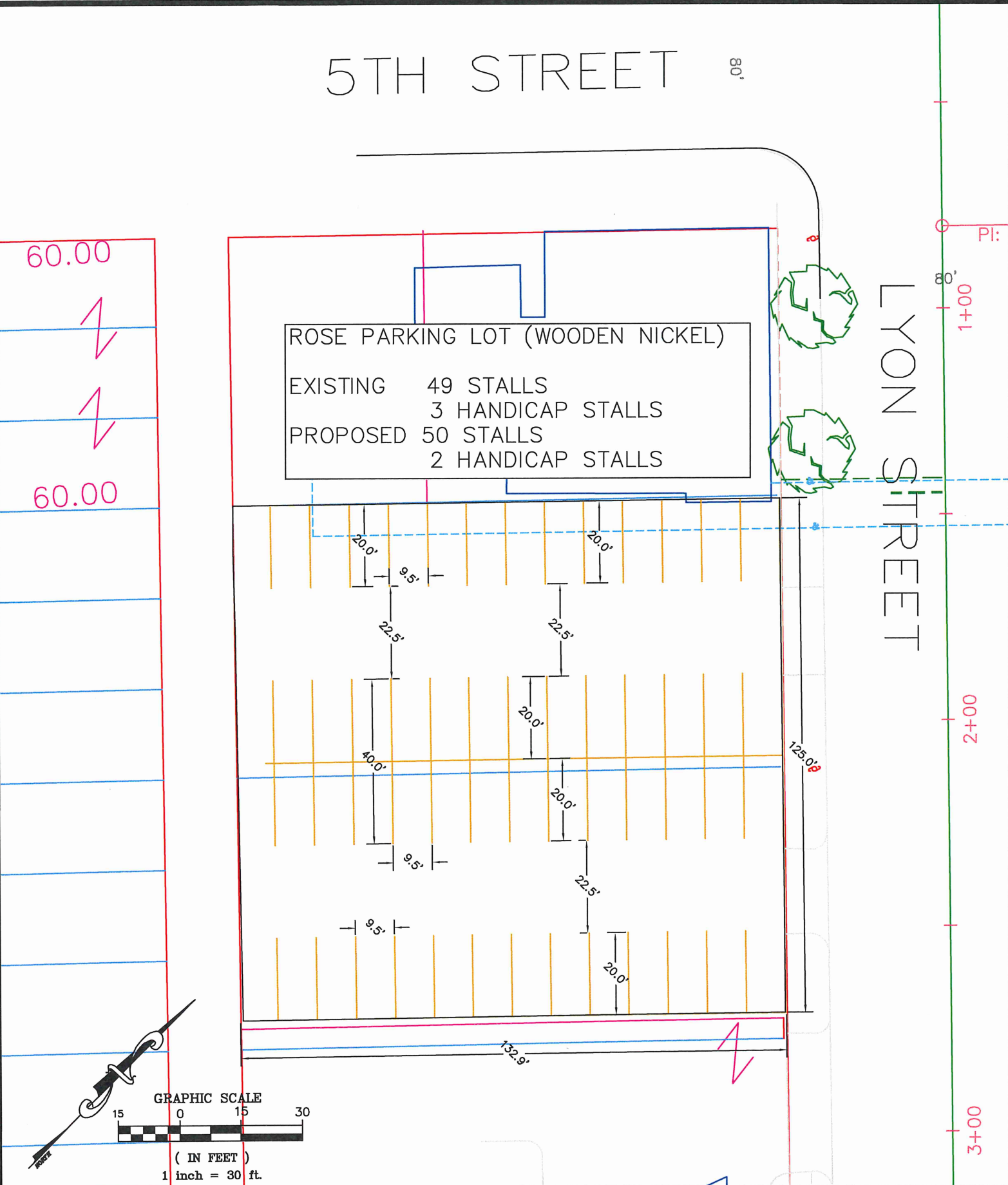
DATE _____ LICENSE NO. 53322

CITY PROJECT NO. ST-005

STATE AID PROJECT NO. N/A

DATE 10/20/2021

Page 128



DESIGNED BY: G.J.S.	DATE	REVISIONS	INIT.
Item 17.			
SCALE: 1"=##'			

MARSHALL

ENGINEERING DEPARTMENT
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

PARKING LOT STRIPING

ROSE LOT

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

DATE _____ LICENSE NO. 53322

CITY PROJECT NO. ST-005

STATE AID PROJECT NO. N/A

DATE 10/20/2021

Page 129

OF

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 26, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project ST-023: W. Lyon Street (College to 1st) Reconstruction Project - Consider Resolution Approving Plans and Specifications and Ordering Advertisement for Bids.
Background Information:	<p>The proposed project limits include: W. Lyon Street (E. College Drive to N. 1st Street). The proposed project was originally included in the scope of the Z82 (N. 1st/Redwood/Marshall) Reconstruction Project constructed in 2021. In consideration of the unknown status regarding the potential development of the Block 11 property, the block of W. Lyon Street between E. College Drive and N. 1st Street was removed from the scope of the project.</p> <p>This project will include concrete street pavement with a width of 53-FT as measured from back of curb. The street width will provide for parallel parking adjacent to Block 11 and angle parking on the opposing side of the street.</p> <p>The plans and specifications have been prepared by City staff for the above-referenced project. If the City Council decides to proceed with this project, a resolution has been prepared approving the plans and specifications and ordering advertisement for bids.</p>
Fiscal Impact:	The engineer's estimate for the construction portion of the project is \$338,000. The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs is \$432,000. All improvements will be assessed according to the current Special Assessment Policy, including but not limited to participation from Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem. Final approval of the project must include determination of funding sources.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council adopt the Resolution Number 22-050, which is the "Resolution Approving Plans and Specifications and Ordering Advertisement for Bids" for Project ST-023: W. Lyon Street (College to 1st) Reconstruction Project.

RESOLUTION NUMBER 22-050

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS
AND ORDERING ADVERTISEMENT FOR BIDS**

WHEREAS, pursuant to a resolution passed by the council on April 12, 2022, the City Engineer has prepared plans and specifications under the following project in the following location and has presented such plans and specifications to the Council for approval.

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

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official newspaper, the Marshall Independent, in Finance & Commerce, on the City of Marshall website, eGram, and on the Mn/DOT eAdvert website, an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published two times in the Marshall Independent, one time in Finance & Commerce, and continuously on the City of Marshall website, eGram and the Mn/DOT eAdvert website until the date of bid opening, shall specify the work to be done, shall state the date, time and place that the bids will be received by the City Clerk, which time they will be publicly opened by the City Clerk and Director of Public Works/City Engineer, will then be tabulated, and will indicate the date, time and place time that the bids will be considered by the City Council. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City Clerk for 10 percent of the amount of such bid.

Passed and adopted by the Council this 26th day of April, 2022.

Mayor

ATTEST:

City Clerk

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

PROJECT LIMITS



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 26, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project AP-003: Snow Removal Equipment (SRE) and Aircraft Rescue Firefighting Facility (ARFF) – Application for Federal and State Grants.
Background Information:	<p>Attached is a request for grant agreements to be sent to MnDOT Aeronautics for Snow Removal Equipment (SRE) building and site design work. We are requesting Federal Airport Improvement Program (AIP) funding for federally-eligible portions of the building and state grant funding for state-eligible portions of the building.</p> <p>Securing grant agreements to utilize AIP funds and state grant dollars for project design at this point in time is critical to ensure that the City remains on target for future project bidding and construction. Included in the grant request documents is a preliminary layout of the SRE building. This layout is still subject to change, but it does give an idea on what we are working toward building.</p>
Fiscal Impact:	Total design cost is \$297,000.00 as shown on the Project Cost Breakdown. Federal Airport Improvement Program (AIP) funding for fiscal year 2022 is requested in the amount of \$132,448.00 for 90% of the federally eligible work. State funding is requested in the amount of \$112,242.75 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 \$52,309.25.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council authorize City and TKDA staff to submit requests for federal and state grant funding for the Snow Removal Equipment Building design project at the Southwest Minnesota Regional Airport.

April 11, 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 Design

Dear Mr. Bourassa:

The City of Marshall hereby requests Grant Agreements for federal and state funding for the Snow Removal Equipment Building 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 \$132,448.00 for 90% of the federally eligible work. State funding is requested in the amount of \$112,242.75 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 \$52,309.25.

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 Anderson, PE
Director of Public Works / City Engineer

c: Ben Garrow – FAA
John Peterson – TKDA

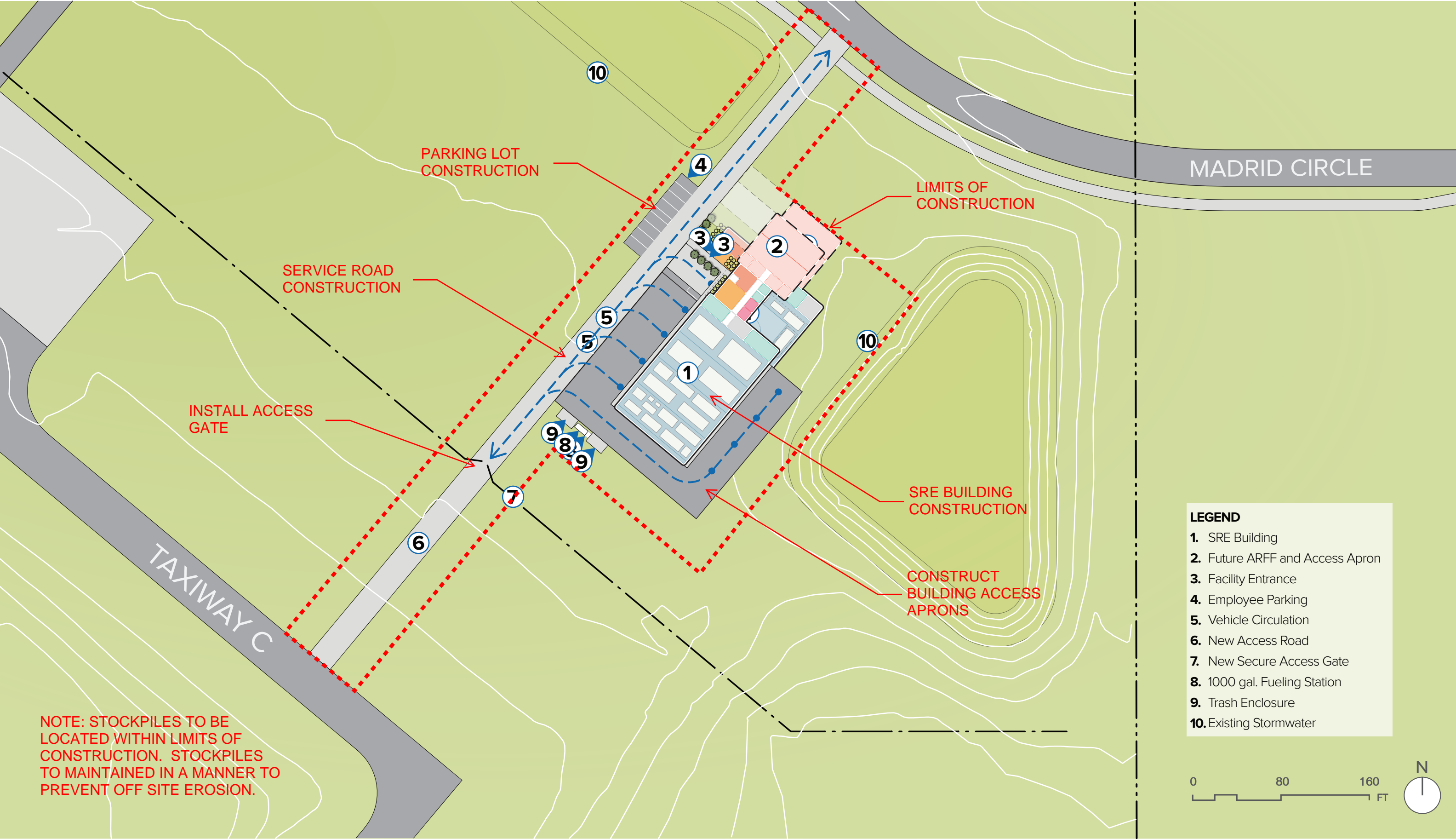
PROJECT COST BREAKDOWN SRE BUILDING AND SITE DESIGN SOUTHWEST MINNESOTA REGIONAL AIRPORT - MARSHALL (MML) FEDERAL FISCAL YEAR 2022 GRANT REQUEST								
ID	UNIT OF WORK	COSTS			FUNDING			
		TOTAL COST	AIP ELIGIBLE PERCENTAGE*	AIP ELIGIBLE COST	FAA	STATE AIP MATCH	STATE	SPONSOR
					90.0%	5.0%	70.0%	Varies
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							
	Pre-Design Study/Project Formulation	\$ 35,000.00	46.90%	\$ 16,415.00	\$ 14,773.50	\$ 820.75	\$ 13,009.50	\$ 6,396.25
	Final Building Design	\$ 210,000.00	37.50%	\$ 78,750.00	\$ 70,875.00	\$ 3,937.50	\$ 91,875.00	\$ 43,312.50
	Site Design	\$ 45,000.00	100.00%	\$ 45,000.00	\$ 40,500.00	\$ 2,250.00	\$ -	\$ 2,250.00
	Subtotal Engineering	\$ 290,000.00	48.33%	\$ 140,165.00	\$ 126,148.50	\$ 7,008.25	\$ 104,884.50	\$ 51,958.75
	TOTAL COST	\$ 297,000.00	49.55%	\$ 147,165.00	\$ 132,448.50	\$ 7,358.25	\$ 104,884.50	\$ 52,308.75
			Project Funding Shares		44.6%	2.5%	35.3%	17.6%
			Avaialble FAA Entitlement Balance**		\$ 600,000.00			

*FAA funding eligibility subject to change

Southwest Minnesota Regional Airport SRE Building Financial Calculator

		Building Eligibility (SF)				Eligibility Pro-Rate			FAA Grant Match			State Grant Match			Total Amounts		
	Total Cost	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	\$ 2,054,820	5956	2480	3476	0	41.6%	58.4%	100.0%	90%	5%	5%	0%	70%	30%	\$ 770,040	\$ 882,234	\$ 402,546
TOTAL	\$ 2,504,820														\$ 1,175,040	\$ 904,734	\$ 425,046
													Funding Percentages		46.9%	36.1%	17.0%
	Building Cost per SF	\$ 250															
	% Engineering	15%											CIP Budget	\$ 1,292,400	\$ 727,350	\$ 365,250	
	% Contingency	20%											Difference	\$ (117,360)	\$ 177,384	\$ 59,796	

	Depth	Width	SF
Bay #1	56	24	1344
Bay #2	56	24	1344
Bay #3	56	24	1344
Bay #4			0
Employee Egress	56	4	224
Utilities/Storage	56	10	560
Admin/Office	38	30	1140
Total SRE Facility Program SF			5956
<i>SRE Storage Building Only</i>			<i>4816</i>





CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 26, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Resolution(s) Awarding the Sale of General Obligation Bonds, Series 2022A, and General Obligation Refunding Bonds, Series 2022B
Background Information:	<p>Attached please find initial drafts of the resolutions awarding the sale of the Bonds, which are to be considered by the Council on April 26, 2022. After the sale of the Bonds, Kennedy & Graven (bond counsel) will update the Award Resolutions with the post-sale information received from Baker Tilly and an updated version will be provided at or in advance of the meeting that evening.</p> <p>Director of Administrative Services E.J. Moberg, along with Terri Heaton and Mikaela Huot, with Baker Tilly Municipal Advisors, will present the findings from the bond sale that is scheduled for April 26th.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	Approve Resolution(s) Awarding the Sale of General Obligation Bonds, Series 2022A & General Obligation Refunding Bonds, Series 2022B (if applicable)

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Marshall, Minnesota, was duly held at the City Hall in said City on Tuesday, April 26, 2022, commencing at 5:30 p.m.

The following members were present:

and the following were absent:

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's General Obligation Bonds, Series 2022A, proposed to be issued in the original aggregate principal amount of \$2,825,000.

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

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

and the following voted NAY:

Passed, adopted, approved and filed this 26th day of April, 2022.

CITY OF MARSHALL, MINNESOTA

**RESOLUTION NUMBER 22-051
SECOND SERIES**

**AWARDING THE SALE OF GENERAL OBLIGATION BONDS,
SERIES 2022A, IN THE ORIGINAL AGGREGATE PRINCIPAL
AMOUNT OF \$2,825,000; FIXING THEIR FORM AND
SPECIFICATIONS; DIRECTING THEIR EXECUTION AND
DELIVERY; AND PROVIDING FOR THEIR PAYMENT**

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

Section 1. Findings; Sale of Bonds.

1.01. Authorization for Sale of Bonds. Pursuant to a resolution adopted by the City Council on March 22, 2022, the City authorized the sale of its General Obligation Bonds, Series 2022A (the “Bonds”), for the following purposes:

(a) to finance certain street reconstruction described in a five-year street reconstruction plan, adopted by the City Council on March 8, 2022, including the project designated by the City as the West Lyon Street (from College to 1st Street) Reconstruction Project (the “Street Reconstruction”), pursuant to Minnesota Statutes, Chapter 475, as amended, specifically Section 475.58, subdivision 3b (collectively, the “Street Reconstruction Act”);

(b) to finance certain public improvements, including to city parking lots in the area of Rose and Addison adjacent to West Lyon Street in the City (the “Infrastructure Improvements” or “Abatement Project”), pursuant to Minnesota Statutes, Chapter 475, and Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (collectively, the “Abatement Act”), and a resolution adopted by the City Council on May 8, 2022 following a duly noticed public hearing, approving a property tax abatement (the “Abatements”) for certain property in the City (the “Abatement Parcels”) over a period of ten (10) years, in an amount not to exceed \$575,000;

(c) to finance certain assessable public improvements within the City, including the projects designated by the City as the Halbur Road Reconstruction Project and the South 1st Street Reconstruction Project (the “Assessable Improvements”), pursuant to Minnesota Statutes, Chapter 429, as amended, and Minnesota Statutes, Chapter 475 (collectively, the “Improvement Act”);

(d) to finance certain improvements to the Southwest Minnesota Regional Airport (the “Airport”), including apron reconstruction in the WPA hanger area of the Airport and apron and taxiway sealcoat and crack filling throughout the Airport (the “Airport Improvements”), pursuant to Minnesota Statutes, Chapter 475, as amended, and Minnesota Statutes, Section 360.036, as amended (collectively, the “Airport Act”).

1.02. Award to the Purchaser and Interest Rates. The proposal of Piper Sandler & Co., Minneapolis, Minnesota (the “Purchaser”) to purchase the Bonds is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$ 2,990,472.33 (par amount of \$2,825,000.00, plus original issue premium of \$184,357.75, less

underwriter's discount of \$18,885.42), plus accrued interest to date of delivery, if any, for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2024	5.00%	2028	5.00%
2025	5.00	2029	5.00
2026	5.00	2031*	3.00
2027	5.00	2033*	3.00

* *Term Bonds*

True interest cost: 2.7713639%

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

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Street Reconstruction Act, the Abatement Act, the Improvement Act, and the Airport Act (collectively, the "Act") in the original aggregate principal amount of \$2,825,000, originally dated May 26, 2022, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2024	\$255,000	2028	\$285,000
2025	265,000	2029	285,000
2026	270,000	2031*	585,000
2027	275,000	2033*	605,000

* *Term Bonds*

(a) \$325,000 of the Bonds (the "Street Reconstruction Bonds"), maturing on February 1 in the years and amounts set forth below, are being used to finance the Street Reconstruction:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2024	\$25,000	2028	\$30,000
2025	30,000	2029	35,000
2026	30,000	2031 ¹	70,000
2027	30,000	2033 ²	75,000

¹ This payment comprises a portion of the mandatory sinking fund payment for the Term Bond maturing on February 1, 2031.

² This payment comprises a portion of the mandatory sinking fund payment for the Term Bond maturing on February 1, 2033.

(b) \$555,000 of the Bonds (the “Abatement Bonds”), maturing on February 1 in the years and amounts set forth below, are being used to finance the Abatement Project:

Year	Amount	Year	Amount
2024	\$45,000	2028	\$55,000
2025	45,000	2029	60,000
2026	50,000	2031 ¹	120,000
2027	50,000	2033 ²	130,000

¹ This payment comprises a portion of the mandatory sinking fund payment for the Term Bond maturing on February 1, 2031.

² This payment comprises a portion of the mandatory sinking fund payment for the Term Bond maturing on February 1, 2033.

(c) \$1,875,000 of the Bonds (the “Improvement Bonds”), maturing on February 1 in the years and amounts set forth below, are being used to finance the Assessable Improvements:

Year	Amount	Year	Amount
2024	\$175,000	2028	\$185,000
2025	175,000	2029	190,000
2026	175,000	2031 ¹	395,000
2027	180,000	2033 ²	400,000

¹ This payment comprises a portion of the mandatory sinking fund payment for the Term Bond maturing on February 1, 2031.

² This payment comprises a portion of the mandatory sinking fund payment for the Term Bond maturing on February 1, 2033.

(d) The remainder of the Bonds in the amount of \$70,000 (the “Airport Bonds”), maturing on February 1 in the years and amounts set forth below, are being used to finance the Airport Improvements:

Year	Amount	Year	Amount
2024	\$10,000	2027	\$15,000
2025	15,000	2028	15,000
2026	15,000		

1.05. Optional Redemption. The City may elect on February 1, 2030, and on any day thereafter to prepay Bonds due on or after February 1, 2031. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 8 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such

maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

1.06. Mandatory Redemption; Term Bonds. The Bonds maturing on February 1, 2031 and February 1, 2033 shall hereinafter be referred to as the “Term Bonds.” The principal amount of the Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemption of such Term Bonds in such order as the City shall determine. The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

<u>February 1, 2031 Term Bond</u>	<u>Principal Amount</u>
2030	\$290,000
2031*	295,000

* *Maturity*

<u>February 1, 2033 Term Bond</u>	<u>Principal Amount</u>
2032	\$300,000
2033*	305,000

* *Maturity*

Section 2. Registration and Payment.

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

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2023, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

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

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

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

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

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

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

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

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

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

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be

redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

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

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

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

Section 3. Form of Bond.

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

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

Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds are payable from the General Obligation Bonds, Series 2022A Debt Service Fund (the “Debt Service Fund”) hereby created. The Debt Service Fund shall be administered and maintained by the Finance Director as a bookkeeping fund separate and apart from all other funds maintained in the official financial records of the City. The City will maintain the following accounts in the Debt Service Fund: the “Street Reconstruction Bonds Account,” the “Abatement Bonds Account,” the “Improvements Bonds Account,” and the “Airport Bonds Account.” Amounts in the Street Reconstruction Bonds Account are irrevocably pledged to the Street Reconstruction Bonds, amounts in the Abatement Bonds Account are irrevocably pledged to the Abatement Bonds, amounts in the Improvements Bonds Account are irrevocably pledged to the Improvement Bonds, and amounts in the Airport Bonds Account are irrevocably pledged to the Airport Bonds.

(a) Street Reconstruction Bonds Account. Ad valorem taxes herein levied for the payment of the principal of, premium, if any, and interest on the Street Reconstruction Bonds are hereby pledged to the Street Reconstruction Bonds Account of the Debt Service Fund. A portion of the proceeds of the Street Reconstruction Bonds or other funds of the City shall be deposited in the Street Reconstruction Bonds Account of the Debt Service Fund and shall be applied to the payment of the first interest payment due on the Street Reconstruction Bonds on February 1, 2023. There is hereby appropriated to the Street Reconstruction Bonds Account of the Debt Service Fund all investment earnings on amounts in the Street Reconstruction Bonds Account of the Debt Service Fund and any other funds of the City for the payment of the principal of, premium, if any, and interest on the Street Reconstruction Bonds. There is also appropriated to the Street Reconstruction Bonds Account of the Debt Service Fund a pro rata portion of (i) capitalized interest financed from Bond proceeds, if any; (ii) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (iii) accrued interest, if any.

(b) Abatement Bonds Account. Abatements from the Abatement Parcels and ad valorem taxes levied for the payment of interest on the Abatement Bonds are hereby pledged to the Abatement Bonds Account of the Debt Service Fund. A portion of the proceeds of the Abatement Bonds shall be deposited in the Abatement Bonds Account of the Debt Service Fund and shall be applied to the payment of the first interest payment due on the Abatement Bonds on February 1, 2023. There is hereby appropriated to the Abatement Bonds Account of the Debt Service Fund all investment earnings on amounts in the Abatement Bonds Account of the Debt Service Fund and any other funds of the City for the payment of the principal of, premium, if any, and interest on the Abatement Bonds. There is also appropriated to the Abatement Bonds Account of the Debt Service Fund a pro rata portion of (i) capitalized interest financed from Bond proceeds, if any; (ii) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (iii) accrued interest, if any.

(c) Improvement Bonds Account. Proceeds of special assessments imposed on properties in the City specially benefited by the Assessable Improvements and ad valorem taxes hereinafter levied are hereby pledged to the Improvement Bonds Account of the Debt Service Fund. A portion of the proceeds of the Improvement Bonds or other funds of the City shall be deposited in the Improvement Bonds Account of the Debt Service Fund and shall be applied to the payment of the first interest payment due on the Improvement Bonds on February 1, 2023. There is hereby appropriated to the Improvement Bonds Account of the Debt Service Fund all investment earnings on amounts in the Improvement Bonds Account of the Debt Service Fund and any other funds of the City for the payment of the principal of, premium, if any, and interest

on the Improvement Bonds. There is also appropriated to the Improvement Bonds Account of the Debt Service Fund a pro rata portion of (i) capitalized interest financed from Bond proceeds, if any; (ii) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (iii) accrued interest, if any.

(d) Airport Bonds Account. Ad valorem taxes herein levied for the payment of the principal of, premium, if any, and interest on the Airport Bonds are hereby pledged to the Airport Bonds Account of the Debt Service Fund. A portion of the proceeds of the Airport Bonds or other funds of the City shall be deposited in the Airport Bonds Account of the Debt Service Fund and shall be applied to the payment of the first interest payment due on the Airport Bonds on February 1, 2023. There is hereby appropriated to the Airport Bonds Account of the Debt Service Fund all investment earnings on amounts in the Airport Bonds Account of the Debt Service Fund and any other funds of the City for the payment of the principal of, premium, if any, and interest on the Airport Bonds. There is also appropriated to the Airport Bonds Account of the Debt Service Fund a pro rata portion of (i) capitalized interest financed from Bond proceeds, if any; (ii) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (iii) accrued interest, if any.

4.02. Construction Fund. The City hereby creates the General Obligation Bonds, Series 2022A Construction Fund (the "Construction Fund"). The City will maintain the following accounts in the Construction Fund: the "Street Reconstruction Account," the "Abatement Project Account," the "Assessable Improvements Account," and the "Airport Improvements Account."

(a) Street Reconstruction Account. Proceeds of the Street Reconstruction Bonds, less the appropriations made in Section 4.01(a), together with any other funds appropriated for the Street Reconstruction and assessments and ad valorem taxes collected during the construction of the Street Reconstruction, will be deposited in the Street Reconstruction Account of the Construction Fund to be used solely to defray expenses of the Street Reconstruction. Any balance remaining in the Street Reconstruction Account of the Construction Fund after the Street Reconstruction is completed and the costs thereof have been paid may be used as provided in Minnesota Statutes, section 475.65, under the direction of the City Council. Thereafter, the Street Reconstruction Account of the Construction Fund is to be closed and any balance therein is to be deposited in the Street Reconstruction Bonds Account of the Debt Service Fund.

(b) Abatement Project Account. Proceeds of the Abatement Bonds, less the appropriations made in Section 4.01(b), together with any other funds appropriated for the Abatement Project, Abatements, and ad valorem taxes collected during the construction of the Abatement Project, will be deposited in the Abatement Project Account of the Construction Fund to be used solely to defray expenses of the Abatement Project. Any balance remaining in the Abatement Project Account of the Construction Fund after the Abatement Project is completed and the costs thereof have been paid may be used as provided in Minnesota Statutes, Section 475.65, under the direction of the City Council. Thereafter, the Abatement Project Account of the Construction Fund is to be closed and any balance remaining therein is to be deposited in the Abatement Bonds Account of the Debt Service Fund.

(c) Assessable Improvements Account. Proceeds of the Improvement Bonds, less the appropriations made in Section 4.01(c), together with any other funds appropriated for the Assessable Improvements and assessments and ad valorem taxes collected during the construction of the Assessable Improvements, will be deposited in the Assessable Improvements

Account of the Construction Fund to be used solely to defray expenses of the Assessable Improvements. Any balance remaining in the Assessable Improvements of the Construction Fund after the Assessable Improvements are completed and the costs thereof have been paid may be used as provided in Minnesota Statutes, section 475.65, under the direction of the City Council. Thereafter, the Assessable Improvements Account of the Construction Fund is to be closed and any balance therein is to be deposited in the Improvements Bonds Account of the Debt Service Fund.

(d) Airport Improvements Account. Proceeds of the Airport Bonds, less the appropriations made in Section 4.01(d) hereof, together with any other funds appropriated for the Airport Improvements and ad valorem taxes collected during the construction of the Airport Improvements, will be deposited in the Airport Improvements Account of the Construction Fund to be used solely to defray expenses of the Airport Improvements. Any balance remaining in the Airport Improvements Account of the Construction Fund after the Airport Improvements are completed and the costs thereof have been paid may be used as provided in Minnesota Statutes, Section 475.65, under the direction of the City Council. Thereafter, the Airport Improvements Account of the Construction Fund is to be closed and any balance therein is to be deposited in the Airport Bonds Account of the Debt Service Fund.

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

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

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

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

Section 5. Authentication of Transcript.

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

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

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

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

Section 6. Tax Covenants.

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

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

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

- (a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;
- (b) the City designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;
- (c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2022 will not exceed \$10,000,000; and
- (d) not more than \$10,000,000 of obligations issued by the City during calendar year 2022 have been designated for purposes of Section 265(b)(3) of the Code.

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

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

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

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

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

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

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

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

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

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

Section 9. Defeasance. When all Bonds (or all of any of the Street Reconstruction Bonds, Abatement Bonds, Improvement Bonds, or Airport Bonds portion thereof) and all accrued interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution (with respect to the I Street Reconstruction Bonds, Abatement Bonds, Improvement Bonds, or Airport Bonds portion of the Bonds, as the case may be) to holders of the Bonds will cease, except that the

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

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Passed and adopted this April 26, 2022.

CITY OF MARSHALL, MINNESOTA

Robert J. Byrnes
Mayor

Attest:

Kyle Box
City Clerk

EXHIBIT A
PROPOSALS

\$2,920,000*
City of Marshall, Minnesota
General Obligation Bonds, Series 2022A
S&P Rating: AA

Sale Date: April 26, 2022

BBI: 3.19%
Average Maturity: 6.155 Years

Bidder	TIC
Piper Sandler & Co.	2.7650%
Northland Securities, Inc.	2.7855%
Robert W. Baird & Co., Incorporated	2.8907%
Bernardi Securities, Inc.	2.9435%

Winning Bidder Information	Maturity	Interest Rate	Reoffering Yield	Reoffering Price
PIPER SANDLER & CO.	2/01/2024	5.00%	2.20%	104.591%
Cantor Fitzgerald & Co.	2/01/2025	5.00%	2.30%	106.976%
Truist Securities	2/01/2026	5.00%	2.40%	109.103%
	2/01/2027	5.00%	2.45%	111.208%
	2/01/2028	5.00%	2.55%	112.876%
	2/01/2029	5.00%	2.60%	114.627%
	2/01/2031	3.00%	2.70%	102.066%
	2/01/2033	3.00%	2.80%	101.371%

Purchase Price: \$3,094,460.15*
Net Interest Cost: \$511,730.13*
TIC: 2.7650%*

* Subsequent to bid opening, the par amount decreased to \$2,825,000; and the price, net interest cost, and true interest cost have changed to \$2,990,472.93, \$510,158.92, and 2.7713% respectively.

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EXHIBIT B

FORM OF BOND

No. R-_____

\$_____

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

GENERAL OBLIGATION BOND
SERIES 2022A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____%	February 1, 20__	May 26, 2022	572500 ____

Registered Owner: CEDE & CO.

The City of Marshall Minnesota, a duly organized and existing municipal corporation in Lyon County, Minnesota (the “City”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$_____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable February 1 and August 1 in each year, commencing February 1, 2023, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2030, and on any day thereafter to prepay Bonds due on or after February 1, 2031. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

1.07. The Bonds maturing on February 1, 2031 and February 1, 2033 shall hereinafter be referred to as the “Term Bonds.” The principal amount of the Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemption of such Term Bonds in such order as the City shall determine. The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

<u>February 1, 2031 Term Bond</u>	<u>Principal Amount</u>
2030	\$290,000
2031*	295,000

* *Maturity*

<u>February 1, 2033 Term Bond</u>	<u>Principal Amount</u>
2032	\$300,000
2033*	305,000

* *Maturity*

This Bond is one of an issue in the aggregate principal amount of \$2,825,000 all of like original issue date and tenor, except as to number, maturity date, interest rate, and redemption privilege, all issued pursuant to a resolution adopted by the City Council on April 26, 2022 (the “Resolution”), for the purpose of financing certain street reconstruction, certain public improvements to City parking lots, certain assessable public improvements within the City, and improvements to the Southwest Minnesota Regional Airport, pursuant to and in full conformity with the City’s home rule charter and the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 429, and 475, as amended, and Minnesota Statutes, Sections 360.036, 469.1812 through 469.1815, and 475.58, subdivision 3b, as amended, and the principal hereof and interest hereon are payable in part from ad valorem taxes, in part from special assessments levied or to be levied on property specially benefited by local improvements, and in part from tax abatement revenues, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in taxes or abatements pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

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

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

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

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

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

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

Dated: May 26, 2022

CITY OF MARSHALL, MINNESOTA

(Facsimile)
Mayor

(Facsimile)
City Administrator

CERTIFICATE OF AUTHENTICATION

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

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

By _____
Authorized Representative

ASSIGNMENT

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

Dated: _____

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

Signature Guaranteed:

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

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

Name and Address: _____

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

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

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

Date of Registration

Registered Owner

Signature of
Officer of Registrar

Cede & Co.
Federal ID #13-2555119

EXHIBIT C

TAX LEVY SCHEDULES

Street Reconstruction Bonds

\$325,000

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

Post-Sale Tax Levies

Payment Date	Principal	Coupon	Interest	Total P+I	Cap. Interest	105% Overlevy	Levy Amount	Levy/Collection Year
02/01/2023	-	-	9,085.42	9,085.42	(9,085.42)	-	-	2021/2022
02/01/2024	25,000.00	5.000%	13,350.00	38,350.00	-	40,267.50	40,267.50	2022/2023
02/01/2025	30,000.00	5.000%	12,100.00	42,100.00	-	44,205.00	44,205.00	2023/2024
02/01/2026	30,000.00	5.000%	10,600.00	40,600.00	-	42,630.00	42,630.00	2024/2025
02/01/2027	30,000.00	5.000%	9,100.00	39,100.00	-	41,055.00	41,055.00	2025/2026
02/01/2028	30,000.00	5.000%	7,600.00	37,600.00	-	39,480.00	39,480.00	2026/2027
02/01/2029	35,000.00	5.000%	6,100.00	41,100.00	-	43,155.00	43,155.00	2027/2028
02/01/2030	35,000.00	3.000%	4,350.00	39,350.00	-	41,317.50	41,317.50	2028/2029
02/01/2031	35,000.00	3.000%	3,300.00	38,300.00	-	40,215.00	40,215.00	2029/2030
02/01/2032	35,000.00	3.000%	2,250.00	37,250.00	-	39,112.50	39,112.50	2030/2031
02/01/2033	40,000.00	3.000%	1,200.00	41,200.00	-	43,260.00	43,260.00	2031/2032
Total	\$325,000.00	-	\$79,035.42	\$404,035.42	(9,085.42)	\$414,697.50	\$414,697.50	-

Abatement Bonds

\$555,000									
City of Marshall, Minnesota									
General Obligation Bonds, Series 2022A									
Abatement Portion									
Post-Sale Tax Levies									
Payment Date	Principal	Coupon	Interest	Total P+I	Cap. Interest	105% Overlevy	Abatement	Levy Amount	Levy/Collection Year
02/01/2023	-	-	15,482.64	15,482.64	(15,482.64)	-	-	-	2021/2022
02/01/2024	45,000.00	5.000%	22,750.00	67,750.00	-	71,137.50	45,000.00	26,137.50	2022/2023
02/01/2025	45,000.00	5.000%	20,500.00	65,500.00	-	68,775.00	45,000.00	23,775.00	2023/2024
02/01/2026	50,000.00	5.000%	18,250.00	68,250.00	-	71,662.50	50,000.00	21,662.50	2024/2025
02/01/2027	50,000.00	5.000%	15,750.00	65,750.00	-	69,037.50	50,000.00	19,037.50	2025/2026
02/01/2028	55,000.00	5.000%	13,250.00	68,250.00	-	71,662.50	55,000.00	16,662.50	2026/2027
02/01/2029	60,000.00	5.000%	10,500.00	70,500.00	-	74,025.00	60,000.00	14,025.00	2027/2028
02/01/2030	60,000.00	3.000%	7,500.00	67,500.00	-	70,875.00	60,000.00	10,875.00	2028/2029
02/01/2031	60,000.00	3.000%	5,700.00	65,700.00	-	68,985.00	60,000.00	8,985.00	2029/2030
02/01/2032	65,000.00	3.000%	3,900.00	68,900.00	-	72,345.00	65,000.00	7,345.00	2030/2031
02/01/2033	65,000.00	3.000%	1,950.00	66,950.00	-	70,297.50	65,000.00	5,297.50	2031/2032
Total	\$555,000.00	-	\$135,532.64	\$690,532.64	(15,482.64)	\$708,802.50	\$555,000.00	\$153,802.50	-

Improvement Bonds

\$1,875,000									
City of Marshall, Minnesota									
General Obligation Bonds, Series 2022A									
Improvement Portion									
Post-Sale Tax Levies									
Payment Date	Principal	Coupon	Interest	Total P+I	Cap. Interest	105% Overlevy	Assessments (Pledged)	Levy Amount	Levy/Collection Year
02/01/2023	-	-	52,981.25	52,981.25	(52,981.25)	-	-	-	2021/2022
02/01/2024	175,000.00	5.000%	77,850.00	252,850.00	-	265,492.50	147,532.74	117,959.76	2022/2023
02/01/2025	175,000.00	5.000%	69,100.00	244,100.00	-	256,305.00	139,024.22	117,280.78	2023/2024
02/01/2026	175,000.00	5.000%	60,350.00	235,350.00	-	247,117.50	134,383.20	112,734.30	2024/2025
02/01/2027	180,000.00	5.000%	51,600.00	231,600.00	-	243,180.00	129,742.20	113,437.80	2025/2026
02/01/2028	185,000.00	5.000%	42,600.00	227,600.00	-	238,980.00	125,101.18	113,878.82	2026/2027
02/01/2029	190,000.00	5.000%	33,350.00	223,350.00	-	234,517.50	120,460.16	114,057.34	2027/2028
02/01/2030	195,000.00	3.000%	23,850.00	218,850.00	-	229,792.50	115,819.16	113,973.34	2028/2029
02/01/2031	200,000.00	3.000%	18,000.00	218,000.00	-	228,900.00	111,178.14	117,721.86	2029/2030
02/01/2032	200,000.00	3.000%	12,000.00	212,000.00	-	222,600.00	106,537.12	116,062.88	2030/2031
02/01/2033	200,000.00	3.000%	6,000.00	206,000.00	-	216,300.00	101,896.12	114,403.88	2031/2032
Total	\$1,875,000.00	-	\$447,681.25	\$2,322,681.25	(52,981.25)	\$2,383,185.00	\$1,231,674.24	\$1,151,510.76	-

Airport Bonds

\$70,000

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

Post-Sale Tax Levies

Payment Date	Principal	Coupon	Interest	Total P+I	Cap. Interest	105% Overlevy	Levy Amount	Levy/Collection Year
02/01/2023	-	-	2,381.94	2,381.94	(2,381.94)	-	-	2021/2022
02/01/2024	10,000.00	5.000%	3,500.00	13,500.00	-	14,175.00	14,175.00	2022/2023
02/01/2025	15,000.00	5.000%	3,000.00	18,000.00	-	18,900.00	18,900.00	2023/2024
02/01/2026	15,000.00	5.000%	2,250.00	17,250.00	-	18,112.50	18,112.50	2024/2025
02/01/2027	15,000.00	5.000%	1,500.00	16,500.00	-	17,325.00	17,325.00	2025/2026
02/01/2028	15,000.00	5.000%	750.00	15,750.00	-	16,537.50	16,537.50	2026/2027
Total	\$70,000.00	-	\$13,381.94	\$83,381.94	(2,381.94)	\$85,050.00	\$85,050.00	-

RESOLUTION NO. 22-051

The attached resolution was adopted by the City Council of the City of Marshall on April 26, 2022.

The question was on the adoption of the resolution, and there were _____ AYE votes and _____ NAY votes as follows:

CITY OF MARSHALL CITY COUNCIL MEMBERS	Yes	No	Other
Robert J. Byrnes, Mayor	_____	_____	_____
John DeCramer (Ward I)	_____	_____	_____
[Vacant] (Ward I)	_____	_____	_____
Russ Labat (Ward II)	_____	_____	_____
Steven Meister (Ward II)	_____	_____	_____
James Lozinski (Ward III)	_____	_____	_____
Craig Schafer (Ward III)	_____	_____	_____

RESOLUTION ADOPTED.

ATTEST:

Secretary to the Council

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

I, the undersigned, being the duly qualified and acting City Clerk of the City of Marshall, Minnesota (the “City”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on April 26, 2022, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City’s General Obligation Bonds, Series 2022A, in the original aggregate principal amount of \$2,825,000.

WITNESS My hand officially as such City Clerk and the corporate seal of the City this ____ day of _____, 2022.

City Clerk
City of Marshall, Minnesota

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Marshall, Minnesota, was duly held at the City Hall in said City on Tuesday, April 26, 2022, commencing at 5:30 p.m.

The following members were present:

and the following were absent:

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's General Obligation Refunding Bonds, Series 2022B, proposed to be issued in the aggregate principal amount of \$[PAR B].

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

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

and the following voted NAY:

Passed, adopted, approved and filed this 26th day of April, 2022.

CITY OF MARSHALL, MINNESOTA

**RESOLUTION NO. _____
SECOND SERIES**

**AWARDING THE SALE OF GENERAL OBLIGATION
REFUNDING BONDS, SERIES 2022B, IN THE ORIGINAL
AGGREGATE PRINCIPAL AMOUNT OF \$[PAR B]; FIXING
THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR
EXECUTION AND DELIVERY; PROVIDING FOR THEIR
PAYMENT; AND PROVIDING FOR THE REDEMPTION OF
BONDS REFUNDED THEREBY**

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

Section 1. Findings; Sale of Bonds.

1.01. Authorization for Sale of Bonds. (a) Pursuant to a resolution adopted by the City Council on March 22, 2022 (the “Authorizing Resolution”), the City authorized the sale of its General Obligation Refunding Bonds, Series 2022B (the “Bonds” or Series 2022B Bonds”), pursuant to Minnesota Statutes, Chapter 475, as amended (“Chapter 475”), including Section 475.67, subdivision 3 (collectively, the “Refunding Act”), the Tax Increment Act (as hereinafter defined), the Improvement Act (as hereinafter defined), the Utilities Act (as hereinafter defined), and the Abatement Act (as hereinafter defined) (the Refunding Act, the Tax Increment Act, the Improvement Act, the Utilities Act, and the Abatement Act are hereinafter collectively referred to as the “Act”), to refund certain outstanding obligations of the City, including:

(i) General Obligation Tax Increment Bonds, Series 2011A, dated September 15, 2011 (the “Series 2011A Bonds”), issued pursuant to Minnesota Statutes, Chapter 469.174 through 469.179, as amended (the “Tax Increment Act”), and Minnesota Statutes, Chapter 444, as amended (the “Utilities Act”), to finance various infrastructure improvements in the City’s Industrial Park development (the “2011A Projects”);

(ii) General Obligation Bonds, Series 2011B, dated September 15, 2011 (the “Series 2011B Bonds”), issued pursuant to Minnesota Statutes, Chapter 429, as amended, and Chapter 475 (the “Improvement Act”), the Utilities Act, and Chapter 475 and Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the “Abatement Act”), to finance various street improvement projects and related utility improvements (the “2011B Projects”).

(b) Series 2011A Bonds and the Series 2011B Bonds (collectively, the “Prior Bonds”) due on or after February 1, 2023 may be called for redemption on any day at the option of the City. The Series 2011A Bonds are outstanding in the aggregate principal amount of \$900,000 and Series 2011B Bonds are outstanding the aggregate principal amount of \$585,000.

(c) The City is authorized by Section 475.67, subdivision 3 of the Act (“Section 475.67, subdivision 3”), to issue and sell its general obligation bonds to refund obligations and the interest thereon before the due date of the obligations, if consistent with covenants made with the holders thereof, when determined by the City Council to be necessary or desirable for the reduction of debt service costs to the

City or for the extension or adjustment of maturities in relation to the resources available for their payment.

(d) Pursuant to the Authorizing Resolution, this Council determined that it is necessary and desirable for the reduction of debt service costs to the City to issue the Series 2022B Bonds, in the original aggregate principal amount of \$[PAR B], pursuant to the Act and specifically Section 475.67, subdivision 3, and apply the proceeds of the Series 2022B Bonds to the redemption and prepayment of the outstanding Prior Bonds (the “Refunded Bonds”), on July 1, 2022 (the “Redemption Date”).

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

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2023	[]%	2026	%
2024		2027	[]
2025			

True interest cost: []%

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

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act in the original aggregate principal amount of \$[PAR B], originally dated May 26, 2022, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

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

(a) \$[] in principal amount of the Bonds (the “Series 2011A Refunding Bonds”), maturing serially on February 1 in the years and amounts set forth below, are being used to achieve the current refunding of the Series 2011A Bonds, and thereby refinance the portion of the 2011A Projects (hereinafter, the “Series 2011A Utility Refunding Portion”):

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
-------------	---------------	-------------	---------------

2023	\$[_____]	2026	\$ _____]
2024		2027	
2025			

The remainder of the outstanding Series 2011A Bonds, in the principal amount of \$[_____] (the “Series 2011A Tax Increment Portion”), will be redeemed and prepaid by the City on the Redemption Date using available funds on hand.

(b) \$[_____] in principal amount of the Bonds (the “Series 2011B Refunding Bonds”), maturing serially on February 1 in the years and amounts set forth below, are being used to achieve the current refunding of the Series 2011B Bonds. and thereby refinance the 2011B Projects:

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

(i) Furthermore, \$[_____] of the principal of the Series 2011B Refunding Bonds shall be secured by Net Utility Revenues (the “Series 2011B Utility Refunding Portion”) and payable on the February 1 in the years and installment amounts as follows:

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

(ii) \$[_____] of the principal of the Series 2011B Refunding Bonds shall be secured by Taxes (as defined in Section 4.01(b) of this resolution (the “Series 2011B Tax Refunding Portion”) and payable on the February 1 in the years and installment amounts as follows:

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

(iii) \$[_____] of the principal of the Series 2011B Refunding Bonds shall be secured by Abatements (as defined in Section 4.01(c) of this resolution (the “Series 2011B Abatement Refunding Portion”) and payable on the February 1 in the years and installment amounts as follows:

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

1.05. Optional Redemption. The Series 2022B Bonds are not subject to optional redemption in advance of their respective stated maturity dates.

Section 2. Registration and Payment.

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

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2023, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

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

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

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

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

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

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

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond

is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes and payments so made to the registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

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

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

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

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

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved, or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such

execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the City Administrator will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

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

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

Section 4. Bonds; Security; Covenants.

4.01. Debt Service Fund. The Bonds are payable from the General Obligation Refunding Bonds, Series 2022B Debt Service Fund (the “Debt Service Fund”) hereby created. The Debt Service Fund shall be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Debt Service Fund will be maintained in the manner herein specified until all of the Refunded Bonds have been paid and until all of the Bonds and the interest thereon have been fully paid. The City will maintain the following subaccounts in the Debt Service Fund: the “Utility Revenue Account,” the “Tax Account,” and the “Abatement Account.” Amounts in the Utility Revenue Account are irrevocably pledged to the Series 2011A Utility Refunding Portion and Series 2011B Utility Refunding Portion (collectively, the “Utility Refunding Bonds”). Amounts in the Tax Account are irrevocably pledged to Series 2011B Tax Refunding Portion. Amounts in the Abatement Account are irrevocably pledged to the Series 2011B Abatement Refunding Portion.

(a) Utility Revenue Account. The City will continue to operate and maintain its Wastewater Treatment Facilities Fund and Surface Water Management Fund to which will be credited all gross revenues of the City’s wastewater treatment and surface water systems, and out of which will be paid all normal and reasonable expenses of current operations of such systems. Any balance therein will be deemed net revenues (the “Net Utility Revenues”) and will be transferred from time to time to the Utility Revenue Account of the Debt Service Fund as set forth herein. To the Utility Revenue Account is hereby pledged and irrevocably appropriated and there will be credited: (i) Net Utility Revenues not otherwise pledged and applied to the payment of other obligations of the City, in an amount, together with other funds which may herein or hereafter from time to time be irrevocably appropriated to the account sufficient to meet the requirements of Section 475.61 of the Act for the payment of the principal of and interest on Utility Refunding Bonds; (ii) a pro rata portion of amounts over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; (iii) all investment earnings on funds in the Utility Revenue Account; and (iv) any and all other moneys which are properly available and are appropriated by the City Council to the Utility Revenue Account. The amount of any surplus remaining in the Utility Revenue Account when the Utility Refunding Bonds and interest thereon are paid will be used as provided in Section 475.61, subdivision 4 of the Act.

(b) Tax Account. To the Tax Account of the Debt Service Fund there is hereby pledged and irrevocably appropriated and there will be credited: (i) collection of all taxes hereafter levied (the "Taxes") for the payment of the Series 2011B Tax Refunding Portion; (ii) a pro rata portion of amounts over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; (iii) all investment earnings on funds in the Tax Account; and (iv) any and all other moneys which are properly available and are appropriated by the City Council to the Tax Account. The amount of any surplus remaining in the Tax Account when the Series 2011B Tax Refunding Portion of Bonds and interest thereon are paid will be used as provided in Section 475.61, subdivision 4 of the Act.

(c) Abatement Account. To the Abatement Account of the Debt Service Fund there is hereby pledged and irrevocably appropriated and there will be credited: (i) the property tax abatement revenues collected by the City (the "Abatements") pursuant to a resolution adopted by the City Council on August 15, 2011 (the "Abatement Resolution") for the payment of the Series 2011B Abatement Refunding Portion; (ii) a pro rata portion of amounts over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; (iii) all investment earnings on funds in the Abatement Account; and (iv) any and all other moneys which are properly available and are appropriated by the City Council to the Abatement Account. The amount of any surplus remaining in the Abatement Account when the Series 2011B Abatement Refunding Portion and interest thereon are paid will be used as provided in Section 475.61, subdivision 4 of the Act. [The Abatement Resolution pledging the Abatements to the portion of the Series 2011B Bonds (including any refunding bonds) that financed certain improvements to County Club Drive in the City (the "2011 Abatement Project"), has not been modified and remains in effect.]

4.02. Redemption Fund. All proceeds of the Bonds along with funds on hand in the debt service funds created for the Prior Bonds, less the appropriations made in Section 4.01 hereof and the costs of issuance of the Bonds, will be deposited in a separate fund (the "Redemption Fund") to be used to redeem and prepay the Refunded Bonds. Any balance remaining in the Redemption Fund after the redemption of the Refunded Bonds shall be deposited in the accounts established in the Debt Service Fund on a pro rata basis.

4.03. Prior Debt Service Funds.

(a) Series 2011A Bonds. The accounts of the debt service fund heretofore established for the Series 2011A Bonds pursuant to the resolution providing for the issuance and sale of the Series 2011A Bonds (the "2011A Prior Resolution") shall be closed following the redemption of the Series 2011A Bonds, and all monies therein shall be transferred to the Utility Revenue Account of the Debt Service Fund herein.

(b) Series 2011B Bonds. The accounts of the debt service fund heretofore established for the Series 2011B Bonds pursuant to the resolution providing for the issuance and sale of the Series 2011B Bonds (the "2011B Prior Resolution") shall be closed following the redemption of the Series 2011B Bonds, and all monies therein shall be transferred on a pro rata basis to the Utility Revenue Account, the Tax Account, and the Abatement Account of the Debt Service Fund herein created.

4.04. Prior Resolution Pledges. The pledges and covenants of the City made by the 2011A Prior Resolution and the 2011B Prior Resolution (collectively, the "Prior Resolutions") relating to the ownership, protection of and other particulars governing the operation and financial management of the wastewater treatment and surface water systems of the City refinanced with the Utility Refunding Bonds and the collection of Abatements derived from certain parcels in the City benefitted from the Abatement

Project refinanced with the proceeds of the Series 2011B Abatement Refunding Portion, are restated and confirmed in all respects. The provisions of the Prior Resolutions are hereby supplemented to the extent necessary to give full effect to the provisions hereof.

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

4.06. No Tax Levy as to Utility Refunding Bonds. It is determined that the estimated collection Net Utility Revenues will produce at least five percent (5%) in excess of the amount needed to meet when due on the Utility Refunding Bonds, and that no tax levy is needed at this time with respect to the Utility Refunding Bonds.

4.07. Pledge of Tax Levy. For the purpose of paying the principal of and interest on the Series 2011B Tax Refunding Portion and the Series 2011B Abatement Refunding Portion, there is levied a direct annual irrepealable ad valorem tax upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The taxes will be credited to the Tax Account and the Abatement Account of the Debt Service Fund above provided and will be in the years and amounts as set forth in EXHIBIT C attached hereto.

4.08. Certification to the Director of Property Records and Revenue as to Debt Service Fund Amount. It is hereby determined that the estimated collections of the foregoing ad valorem taxes levied, Net Utility Revenues, and Abatements will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levy herein provided is irrepealable until all of the Bonds are paid, provided that at the time the City makes its annual tax levies the Finance Director may certify to the County Auditor/Treasurer of Lyon County, Minnesota (the "County Auditor"), the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditor will thereupon reduce the levy collectible during such year by the amount so certified.

4.09. Cancellation of Prior Levies after Redemption Date. Following the payment in full of all outstanding principal of and interest on the Prior Bonds on the Redemption Date (July 1, 2022), the Finance Director is hereby directed to certify such fact to and request the County Auditor to cancel any and all tax levies made for the Prior Bonds.

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

Section 5. Refunding; Findings; Redemption of Prior Bonds.

5.01. Purpose of Refunding. On the Redemption Date, the Refunded Bonds will be called for redemption in the principal amount of \$1,485,000. It is hereby found and determined that based upon information presently available from the Municipal Advisor, the issuance of the Bonds, a portion of which will be used to redeem and prepay the Refunded Bonds, is consistent with covenants made with the holders of the Prior Bonds and is necessary and desirable for the reduction of debt service costs to the City.

5.02. Application of Proceeds of Bonds. It is hereby found and determined that the proceeds of the Bonds deposited in the Redemption Fund, along with any other funds on hand of the City and in the debt service funds established for the Prior Bonds, will be sufficient to prepay all of the principal of, interest on, and redemption premium (if any) on the Refunded Bonds.

5.03. Notices of Call for Redemption. The Refunded Bonds will be redeemed and prepaid on the Redemption Date in accordance with their terms and in accordance with the terms and conditions set forth in the forms of Notice of Call for Redemption attached hereto as EXHIBITS D-1 and D-2, respectively, which terms and conditions are hereby approved and incorporated herein by reference. The registrars for the Prior Bonds are authorized and directed to send a copy of the respective Notice of Call for Redemption to each registered holder of each of the Refunded Bonds at least thirty (30) days prior to the Redemption Date.

Section 6. Authentication of Transcript.

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

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

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

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

Section 7. Tax Covenants.

7.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time

of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

7.02. Rebate. The City will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States (unless the City qualifies for any exemption from rebate requirements based on timely expenditure of proceeds of the Bonds, in accordance with the Code and applicable Treasury Regulations).

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

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

- (a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;
- (b) the Prior Bonds were previously designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code, the average maturity of the Bonds is not longer than the average maturity of the Prior Bonds, and the Bonds mature not later than 30 years after the date the Prior Bonds were issued and therefore the Bonds issued to refund the outstanding principal amount of the Prior Bonds are deemed designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;
- (c) the City designates the portion of the Bonds exceeding the outstanding aggregate principal amount of the Prior Bonds (i.e., \$1,485,000), if any, as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;
- (d) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds and other bonds described under Section 265(b)(3)(C)(ii) of the Code) which will be issued by the City (and all subordinate entities of the City) during calendar year 2022 will not exceed \$10,000,000; and
- (e) not more than \$10,000,000 of obligations issued by the City during calendar year 2022 have been designated for purposes of Section 265(b)(3) of the Code.
- (f) the aggregate face amount of the issue of the Bonds is not greater than \$10,000,000.

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

Section 8. Book-Entry System; Limited Obligation of City.

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

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

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

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

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

Section 9. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 10. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants, and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

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Passed and adopted this April 26, 2022.

CITY OF MARSHALL, MINNESOTA

Robert J. Byrnes
Mayor

Attest:

Kyle Box
City Clerk

EXHIBIT A
PROPOSALS

[insert]

EXHIBIT B
FORM OF BOND

No. R-_____ UNITED STATES OF AMERICA \$_____
STATE OF MINNESOTA
COUNTY OF LYON
CITY OF MARSHALL

GENERAL OBLIGATION REFUNDING BOND
SERIES 2022B

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____%	February 1, 20__	May 26, 2022	572500 ____

Registered Owner: CEDE & CO.

The City of Marshall, Minnesota, a duly organized and existing municipal corporation in Lyon County, Minnesota (the “City”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$_____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable February 1 and August 1 in each year, commencing February 1, 2023, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank Trust Company, National Association, Saint Paul, Minnesota as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The Bonds are not subject to optional redemption in advance of their respective stated maturity dates.

This Bond is one of an issue in the aggregate principal amount of \$[PAR B] all of like original issue date and tenor, except as to number, maturity date, and interest rate, all issued pursuant to a resolution adopted by the City Council on April 26, 2022 (the “Resolution”), for the purpose of providing money to redeem and prepay on February 1, 2022 (the “Redemption Date”) certain general obligation bonds of the City, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 429, 444, and 475, and Minnesota Statutes, Sections 469.1812 through 469.1815 and Section 475.67, subdivision 3, all as amended. The principal hereof and interest hereon are payable in part from revenues derived from the rates and charges imposed to support the operation of the Wastewater Treatment Facilities Fund and the Surface Water Management Fund of the City, in part from ad from a tax levy imposed against all taxable property in the City, and in part from abatement revenues derived from certain parcels in the City benefitted from the project refinanced with a portion of the proceeds of the Bonds, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in

the event of any deficiency in utility rates and charges, ad valorem taxes, and abatement revenues of the City pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

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

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

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

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

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

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

Dated: May 26, 2022

CITY OF MARSHALL, MINNESOTA

(Facsimile)
Mayor

(Facsimile)
City Administrator

CERTIFICATE OF AUTHENTICATION

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

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

By _____
Its Authorized Representative

ASSIGNMENT

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

Dated: _____

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

Signature Guaranteed:

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

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

Name and Address: _____

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

Please insert social security or other identifying
number of assignee

PROVISIONS AS TO REGISTRATION

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

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Officer of Registrar</u>
_____	Cede & Co. Federal ID #13-2555119	_____

EXHIBIT C
TAX LEVY SCHEDULES

Series 2011B Tax Refunding Portion

[insert]

Series 2011B Abatement Refunding Portion

[insert]

EXHIBIT D-1

**NOTICE OF CALL FOR REDEMPTION FOR
SERIES 2011A BONDS**

\$3,150,000
CITY OF MARSHALL, MINNESOTA
GENERAL OBLIGATION TAX INCREMENT BONDS
SERIES 2011A

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Marshall, Lyon County, Minnesota (the "City"), there have been called for redemption and prepayment on

July 1, 2022

all outstanding bonds of the City designated as General Obligation Tax Increment Bonds, Series 2011A, dated September 15, 2011, having stated maturity dates of February 1 in the years 2023 through 2027, both inclusive, totaling \$900,000 in principal amount, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>Amount</u>	<u>CUSIP Number</u>
2023	\$310,000	572495 6Q 7
2027*	590,000	572495 6U 8

* *Term Bond*

The bonds are being called at a price of par plus accrued interest to July 1, 2022, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of U.S. Bank Trust Company, National Association (formerly known as U.S. Bank National Association), Saint Paul, Minnesota, at the following address, on or before July 1, 2022:

If by mail:

U.S. Bank Trust Company, National Association
Corporate Trust Operations, 3rd Floor
P.O. Box 64111
St. Paul, MN 55164-0111

If by hand or overnight:

U.S. Bank Trust Company, National Association
60 Livingston Avenue
EP-MN-WS3C
Bond Drop Window, 1st Floor
St. Paul, MN 55107

Important Notice: In compliance with the Jobs and Growth Tax Relief Reconciliation Act of 2003, the Trustee is required to withhold a specified percentage of the principal amount of the redemption price payable to the holder of any bonds subject to redemption and prepayment on the redemption date, unless the Trustee is provided with the Social Security Number or Federal Employer Identification Number of the holder, properly certified. Submission of a fully executed Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. December 2011), will satisfy the requirements of this paragraph.

Dated: _____, 2022.

BY ORDER OF THE CITY COUNCIL

By /s/ Sharon Hanson

City Administrator
City of Marshall, Minnesota

EXHIBIT D-2

**NOTICE OF CALL FOR REDEMPTION FOR
SERIES 2011B BONDS**

\$2,050,000
CITY OF MARSHALL, MINNESOTA
GENERAL OBLIGATION BONDS
SERIES 2011B

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Marshall, Lyon County, Minnesota (the "City"), there have been called for redemption and prepayment on

July 1, 2022

all outstanding bonds of the City designated as General Obligation Bonds, Series 2011B, dated September 15, 2011, having stated maturity dates of February 1 in the years 2023 through 2027, both inclusive, totaling \$585,000 in principal amount, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>Amount</u>	<u>CUSIP Number</u>
2023	\$110,000	572495 7F 0
2027*	475,000	572495 7K 9

* *Term Bond*

The bonds are being called at a price of par plus accrued interest to July 1, 2022, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of U.S. Bank National Association, Saint Paul, Minnesota, at the following address, on or before July 1, 2022:

If by mail:
U.S. Bank National Association
Corporate Trust Operations, 3rd Floor
P.O. Box 64111
St. Paul, MN 55164-0111

If by hand or overnight:
U.S. Bank National Association
60 Livingston Avenue
EP-MN-WS3C
Bond Drop Window, 1st Floor
St. Paul, MN 55107

Important Notice: In compliance with the Jobs and Growth Tax Relief Reconciliation Act of 2003, the Trustee is required to withhold a specified percentage of the principal amount of the redemption price payable to the holder of any bonds subject to redemption and prepayment on the redemption date, unless the Trustee is provided with the Social Security Number or Federal Employer Identification Number of the holder, properly certified. Submission of a fully executed Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. December 2011), will satisfy the requirements of this paragraph.

Dated: _____, 2022.

BY ORDER OF THE CITY COUNCIL

By /s/ Sharon Hanson
City Administrator
City of Marshall, Minnesota

RESOLUTION NO. _____
SECOND SERIES

The attached resolution was adopted by the City Council of the City of Marshall on April 26, 2022.

The question was on the adoption of the resolution, and there were _____ AYE votes and _____ NAY votes as follows:

CITY OF MARSHALL CITY COUNCIL MEMBERS	Yes	No	Other
Robert J. Byrnes, Mayor	_____	_____	_____
John DeCramer (Ward I)	_____	_____	_____
[Vacant] (Ward I)	_____	_____	_____
Russ Labat (Ward II)	_____	_____	_____
Steven Meister (Ward II)	_____	_____	_____
James Lozinski (Ward III)	_____	_____	_____
Craig Schafer (Ward III)	_____	_____	_____

RESOLUTION ADOPTED.

ATTEST:

Secretary to the Council

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

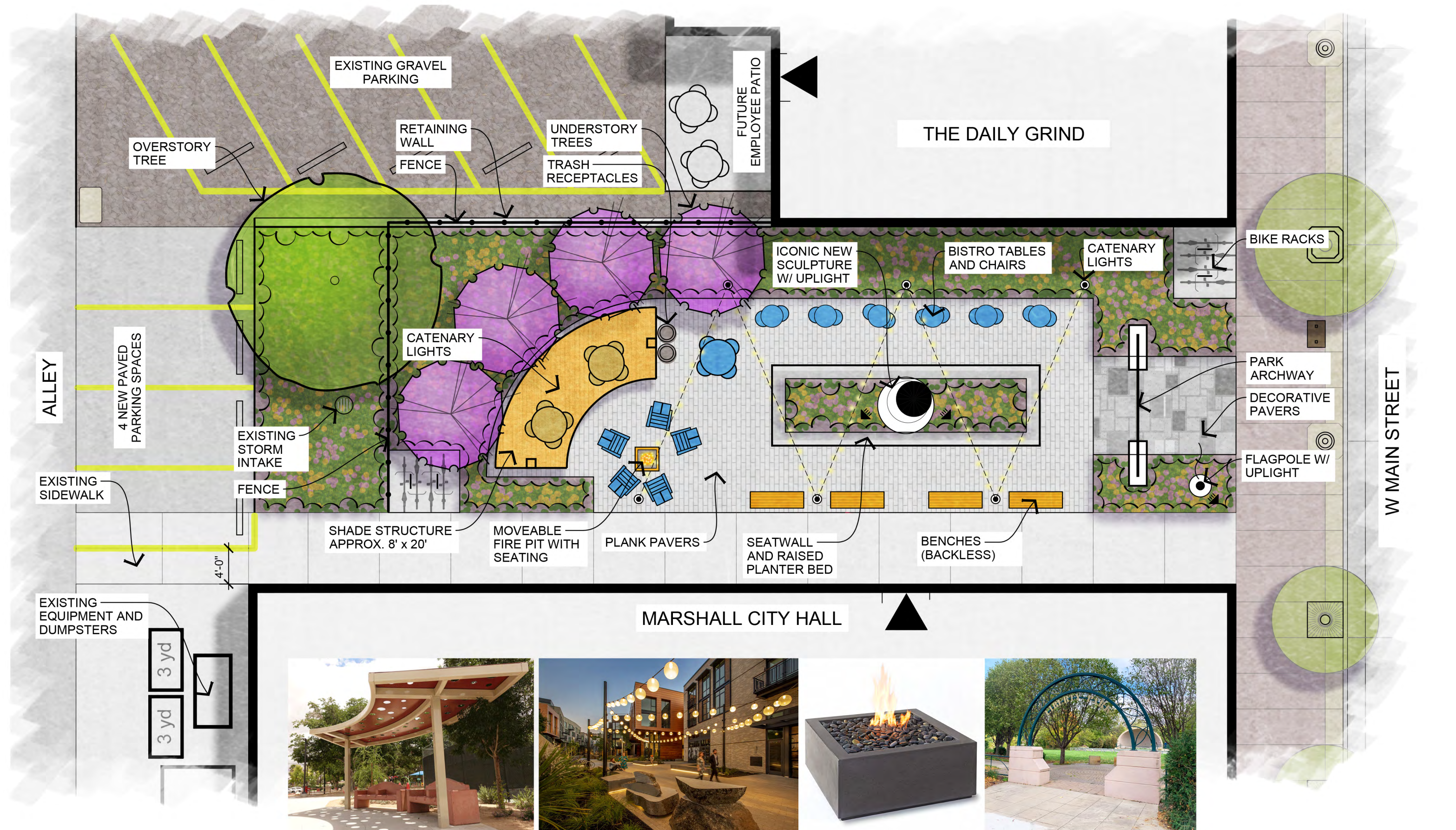
I, the undersigned, being the duly qualified and acting City Clerk of the City of Marshall, Minnesota (the “City”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on April 26, 2022, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City’s General Obligation Refunding Bonds, Series 2022B, in the original aggregate principal amount of \$[PAR B].

WITNESS My hand officially as such City Clerk and the corporate seal of the City this ____ day of _____, 2022.

City Clerk
City of Marshall, Minnesota

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 26, 2022
Category:	NEW BUSINESS
Type:	INFO/ACTION
Subject:	Naming of Community Space next to City Hall
Background Information:	<p>Construction of the community space next to City Hall will take place in the summer of 2022. As part of the planning process, staff discussed what to name the area and opted to engage the public for submittals during the month of March. During this time 80 submittals were received. Staff met in early April to narrow down the list to three finalists, they are listed below:</p> <p>City Square The Lobby Terrace 1872</p> <p>Staff would like City Council to decide from this list of finalists as to what the new name should be for this community space.</p>
Fiscal Impact:	N/A
Alternative/ Variations:	N/A
Recommendations:	That Council approves a name for Community Space next to City Hall.



Concept 3A
MARSHALL CITY HALL PLAZA

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Click or tap to enter a date.
Category:	COUNCIL REPORTS
Type:	INFO
Subject:	Commission/Board Liaison Reports
Background Information:	<p>Byrnes - Fire Relief Association and Regional Development Commission, Planning 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>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:	



BUILDING PERMIT LIST
April 26, 2022

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
LAYLE FRENCH CONSTRUCTION INC.	500 MARSHALL ST W	INTERIOR REMODEL	10,700.00
MACHT, ALAN P	401 LYND ST	INTERIOR REMODEL	1,000.00
CARMEL PROPERTIES LLC	300 MAIN ST W	INTERIOR REMODEL	2,000.00
EHLERS, CHARLES H & KARI L	607 ELAINE AVE	OVERHEAD GARAGE DOOR	3,800.00
HANNALORA M VANNEVEL, SAMUEL P VANNEV	223 ATHENS AVE	DECK	10,000.00
M & V CONTRANCTING	210 CARROW CIR	HVAC	6,200.00
JAMES LOZINSKI CONSTRUCTION INC.	301 LONDON RD	BUILDING ADDITION	2,000.00
GOBLISH, STEPHEN J & CAROL J	112 THOMAS AVE W	INTERIOR REMODEL	2,500.00
MILBRATH, MICHAEL D & DONNA L	905 WOODFERN DR	DECK	3,200.00
JEFF GLADIS CONSTRUCTION	509 MARSHALL ST W	RE-ROOFING	15,000.00
GIRARD, YVONNE	403 CAMDEN DR	RE-SIDING	14,000.00
GESKE HOME IMPROVEMENT CO.	410 LYON ST E	Windows	1,400.00
TOWNE, ANTON & WENDY	802 1ST ST S	DECK	9,000.00



PLUMBING PERMIT LIST
April 26, 2022

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
HEARTLAND MECHANICAL, INC.	100 COLLEGE DR W	INTERIOR REMODEL	0.00
BISBEE PLUMBING & HEATING	408 MAIN ST E	INTERIOR REMODEL	0.00
BISBEE PLUMBING & HEATING	1411 COLLEGE DR E	INTERIOR REMODEL	4,500.00

MARSHALL-LYON COUNTY LIBRARY
REGULAR BOARD MEETING MINUTES
MARCH 14TH 2022

Board Members Present: Linda Baun, Paula Botsford, Russ Labat, Paul Graupmann, Eric DeGroot, Ruth Bot, Michael Murray, and Anne Marie Vorbach. Absent: Saara Raappana. Staff Present: Director Michele A. Leininger, Christine DeGroot, and Paula Nemes. Others Present:

Called to order at 4:00 p.m. by L. Baun, President.

Pledge of Allegiance.

R. Labat request to add summer hours under Other on today's agenda.

Motion made by R. Labat, seconded by M. Murray to adopt the agenda as presented. Roll Call Vote: Yes- L. Baun, P. Botsford, R. Labat, P. Graupmann, E. DeGroot, R. Bot, M. Murray, and A. Vorbach. No: None. The motion passed unanimously.

Motion made by M. Murray, seconded by E. DeGroot to adopt the Consent Agenda. Roll Call Vote: Yes- L. Baun, P. Botsford, R. Labat, P. Graupmann, E. DeGroot, R. Bot, M. Murray, and A. Vorbach. No: None. The motion passed unanimously.

Old Business:

Technology Update: P. Graupmann informed the Board that the Lyon County Commissioners voted unanimously to approve the \$6500.00 for technology for this year.

Final 2021 Budget & Reserve Fund Balance (table until April meeting): The final 2021 Budget is enclosed. The Reserve Fund Balance will not be available until the April Library board meeting.

Summer Hours: R. Labat suggested if during the summer months the Library could open up an hour earlier with the Farmers Market just a couple of blocks away. The request was to open at 9:00 AM on Saturdays in the Summer to coincide with the farmer's market.

New Business:

Policy Review:

By-Laws of the Marshall-Lyon County Library Board Policy 101: Motion made by R. Labat, seconded by R. Bot to table modifying the policy until we see if the City and County would like to update the contract this year.

Board Code of Conduct Policy 102: There were no changes. Motion made by R. Bot, seconded by P. Graupmann to approve the Policy as it is. Roll Call Vote: Yes- L. Baun, P. Botsford, R. Labat, P. Graupmann, E. DeGroot, R. Bot, M. Murray, and A. Vorbach. No: None. The motion passed unanimously.

Public Comment at Library Board Meeting Policy 103: Motion made by R. Labat, seconded by R. Bot to approve the Policy with noted changes. Roll Call Vote: Yes- L. Baun, P. Botsford, R. Labat, P. Graupmann, E. DeGroot, R. Bot, M. Murray, and A. Vorbach. No: None. The motion passed unanimously.

ALA Library Bill of Rights 104: Motion made by R. Bot, seconded by M. Murray to approve the Policy with the listed ALA updates. Roll Call Vote: Yes- L. Baun, P. Botsford, R. Labat, P. Graupmann, E. DeGroot, R. Bot, M. Murray, and A. Vorbach. No: None. The motion passed unanimously.

Community & Public Relations Policy 106: Motion made by R. Labat, seconded by E. DeGroot to approve the Policy with noted changes. Roll Call Vote: Yes- L. Baun, P. Botsford, R. Labat, P. Graupmann, E. DeGroot, R. Bot, M. Murray, and A. Vorbach. No: None. The motion passed unanimously.

Inclement Weather/Emergency Closing Policy 110: Motion made by R. Bot, seconded by E. DeGroot to approve the Policy with noted changes. Roll Call Vote: Yes- L. Baun, P. Botsford, R. Labat, P. Graupmann, E. DeGroot, R. Bot, M. Murray, and A. Vorbach. No: None. The motion passed unanimously.

Reports:

Director's Report – Half of the toys are back out in the Children's Department. We are expecting the rest of the toys to go out by the end of the month or early next month. The study rooms opened today. There will be a 15-minute space in between each group or individual using the study rooms to enable a staff member to spray Lysol in the room.

The technology room by the Children's Department is being emptied and will be having a counter installed. We are getting other technology together for the room. The well-being kiosk was delivered this week. We will be rotating monthly topics on it. The book bike's art work was just approved so hopefully we will get that by early May. The Lyon County Museum will be doing a display in the Children's Department and in the Main Area for the 150th Anniversary this summer. April 2nd there is a Youth Sports & Activities Expo that we will have a booth at. The Library plans to be at some of the farmer's market this summer, along with participating in several local parades. We will possibly be doing some activities at the parks in Marshall as well. With lobbying at the capital, there was interest in libraries but legislatures are in no hurry to decide where the money will go. A handout on the Library Love Notes was distributed.

There have been problems with Middle School students using the main area Family bathroom. It has been decided to have it locked with a key at the front desk for people to request.

The City conducted a Classification & Compensation Study that we have received the results from. There was a handout showing the new employee steps, the current steps, and a copy of the appeal in regards to the customer care position. This information is for the Board to review and discuss what next steps they would like to take. Questions to consider: Do we adopt the grid? If yes, how and when to implement it? If lose appeal, then what?

Board President Report: None.

Friends: They are getting ready for their March Book Sale that runs March 31st thru April 2nd.

Board Committees: None.

Plum Creek: They had 3 more Legacy Projects that have been voted on. The Pipestone Library is having an open house meeting this afternoon in regards to needing to move out of the school.

L. Baun adjourned the meeting at 5:44 p.m.

Respectfully Submitted,
Christine DeGroot

PUBLIC HOUSING COMMISSION

202 N. FIRST STREET

MARSHALL, MN 56258

April 11, 2022

PARKVIEW APARTMENTS

3:30 P.M. BOARD MEETING

1. Call to Order:
2. Roll Call:
3. Approval of Previous Meeting Minutes: March 14th, 2021
4. Reports:
 - A. **Five** Month report for Operating Statement for FY 2022.
 - B. Accounts Receivable/Payable.
 - C. Occupancy/ Maintenance Report
5. CFP - 2021. Documents from Dunnicks for Parkview parking& Sewer Drain.
6. New Business:
 - A. Washer / Dryer Update. Payment.
 - B. Review Letter from Eric at Studio E on Parkview Tile.
 - C. Notice of Pay Equity Compliance.
 - D. Letter to PHC Board from Schutz CPA's on Audit
 - E. Review and sign off on Management Rep. Letter.
 - F. Approve Resolution # 22-09, Audit for Fiscal Year End September 30,2021.
7. Executive Director Items:
 - A.
8. Commissioner Items:
 - A.
9. Date and Time for Next Regular Meeting, May 9th, 2022. 3:30 p.m.
10. ADJOURN TIME

**PUBLIC HOUSING COMMISSION
OF THE CITY OF MARSHALL
PARKVIEW APARTMENTS**

Minutes of the Meeting of
February 14, 2022

Meeting called to Order: 3:33 P.M. by Chair Reilly.

Members Present: Farrell, Reilly, Sailor, Knoben,
Sailor, Edblom

Absent: Rickgarn, called in.

MOTION by Knutson, seconded by Knoben, to approve the minutes of the January 10th, 2021 meeting. All voted in favor, Motion passed.

REPORTS:

Three Month Operating Statement for FYE 22 was reviewed by the Board. Motion by Knutson, second by Sailor to approve the monthly report. All voted in Favor, Motion passed to approve the report. Chair signed report.

Account Receivable/Payable: One month of reports were reviewed; several items were pointed out and discussed to the Board by the Director, including checks from # 020530 to # 020576 in the amount of \$ 68,026.51 Motion by Knoben, second by Knutson, to approve the report. All voted in Favor, Motion Passed.

Occupancy Report: Currently working with several applicants for Parkview, and Family Units. Detailed Maintenance report included.

CFP-2020. All punch list items, completed, final paper work in, final pay request submitted.

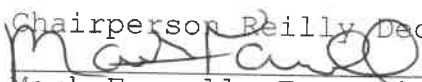
2021. Motion by Knoben, second by Knutson to award CFP contract to Dunnick's for Parkview parking lot and drain only. All voted in Favor, Motion passed.

New Business:

- A. Washer /Dryer Update-payment.
- B. Updates from Flooring Company
- C. Reviewed First Street Assessments, both lots.
- D. Motion by Knutson, second by Reilly, to Approve Resolution # 22-2, Payment In Lieu of Taxes. All voted in Favor, Motion passed.
- E. Reviewed Certification of Compliance for March meeting.
- F. Motion by Knutson, second by Knoben to Approve Resolution # 22-3, Five Year Plan, with a few changes in wording and sentences. All voted in Favor with changes, Motion passed.

Next Meeting: March 14th 2021 3:30 p.m. Community Room.

Chairperson Reilly Declared the meeting adjourned at 4:28 p.m.


Mark Farrell, Executive Director


Board Member



DATE: Thursday April 14th, 2022 | LOCATION: Red Baron Arena & Expo | TIME: 10:00 a.m.

Members Present: Kelly Loft, Ty Brouwer, Steve Klinkhammer, Keith Petermeier, Joe Rein, Sarah Marczak, Cathy Schlagel, Luke Tietz

Members Absent: Russ Labat

Staff Present: Cassi Wiess, Adri DeBoer

Call to order April 14th at 10:05am

Approvals

- Additions to Agenda
- Conflict of Interest
- March Meeting minutes

Keith motioned to approve, Steve 2nd. APPROVED

Financials

- Review and acceptance of March Financials
 - Tickets for Craft Beer Show
 - Income from Youth Sports Expo (Not a lot of money but wanted them to have skin in the game & cost of floor)
 - Meals – Conference in Rochester
 - Mileage – Rochester & Slayton meeting
 - Laptop for Adri
 - Will ask about Paypal fees
 - Pre-purchased Craft Beer glassware
 - Sounds of Summer – Will receive a refund on next month's financials
 - Facebook/Social charges once we hit a certain amount or at the end of the month (that is why there is multiple charges)
 - SEO plan with website
 - Miles Partnership is a digital Ad on Explore MN (April-September) Based off the number of hits we get. We believe there will be a portion back due to over charge and with EMT grant.
 - Tote Bags – printed and given to conferences and have handed out 300 already

Kelly asked about Lodging Tax due to it being down – Cassi stated due to turnover it appears that they missed a month. With Bonnie out we will check-in on this. Additionally Super 8 is open and will be adding to these totals in the future.

Ty motioned, Keith 2nd. APPROVED

Action Items

- Community Support
 - City of Marshall's 150th
 - May-September Celebration Season

- Birthday Party with Jett Skrien on Friday
- Art & living History Event
- MDBA Fashion Show
- Working on Skydiving & helicopter rides
- Working on Bingo at RBA for May

Ty Stated the pillars are a guideline. He suggested \$2,000 just to 150th.

Ty motioned \$2,000 cash with ZERO marketing. Need to be on the banner. Luke 2nd. APPROV

- Sounds of Summer

Keith motioned \$1000 cash & \$1000 marketing, Steve 2nd. APPROVED

- Habitat Pickers Paradise

- Here at the Red Baron on Saturday of Sounds of Summer
- New event with a committee
- Would like more marketing event and this is a fundraiser

Ty motioned \$500 in-kind marketing and \$250 in cash, Keith 2nd. APPROVED

- Lyon County Fair

- August 10th-14th
- Brings some rooms for entertainment, judged, etc. Not as much for visitors
- Last year \$1000 marketing (Cassi stated \$1000 is a lot to spend)
- They tend to do trade-outs with the hotels

Luke motioned \$500 in-kind, \$500 cash, Ty 2nd. APPROVED

- MAYBA

- Last year we did cash of \$1000
- They are looking at doing more tournaments and dividing up the grades.

Kelly motioned \$1000 cash, Keith 2nd. APPROVED

- Nutcracker

- Brings quite a few people to town but not a lot of hotels
- Cassi suggested more marketing (\$500 cash and \$250 in-kind)
- This is a private dance studio

Ty motioned \$500 cash and \$500 in-kind marketing, Keith 2nd. APPROVED

- Shades of the Past (June event)

- We wanted them to apply for both of their events
- They already have banners printed but stated they would put our banner up on the stage and MC announcing Visit Marshall.
- Last year we did \$200 in-kind
- Steve stated that they actually do more hotels than they listed

Ty motioned \$500 in-kind & \$500 cash, Steve 2nd. APPROVED

Director Update

- Youth Sports & Activity Expo
 - 32 Vendors / 450+ People
 - Great feedback from vendors & Attendees
 - Will host again for next year – benefit was to build relationships with future applications of Community Support
- Red Baron Arena
 - Sponsorships will be done at next Council Meeting
 - Titan new Sponsor
 - Vast at Council mtg (will have a name change – have lots of logo updates)

- Lost Reinhart
- Action companies have been updated all over the Arena
- Sports Complex Marketing will go up next week- will continue to sell
 - 3-year contracts, 25 signs between the 4 fields, 9 businesses = \$14,000 Total over the 3 years
 - Will continue to sell
 - This money goes to the city and helps cover cost of the Arena
 - This is part of our contract with the City/Red Baron – Marketing/Advertising/Events at RBA
- Marketing Update
 - Partnership with Runnings Semi will be printed in the next few weeks
 - This will go all around the Midwest
 - Next Photography Session will be in May
 - 5 more locations we will be shooting at
 - SEO project is going strong,
 - we will start implementing those pages and blogs into our blog and Newsletter
 - April /May- Girls Weekend | June / July / August – Stay & Play | September / October – Romantic Getaway
 - Built a Hotel Page
 - Google DMO Update
 - 39 Businesses that are unclaimed in Marshall – working with those to get them updated
 - Working on a workshop and we can show them how to update their google listing
 - Craft Beer Show has 90 Tickets sold!
 - \$25 tickets
 - Summer Intern
 - Social media, Video & Events
 - Had 8 applications and they were very strong
 - Hockey Day Minnesota
 - Met with City and Community people
 - Conversations of 5+ years down the road
 - Questions were who will handle the money and the risk
 - After speaking with Mankato, they created an LLC with stipulations on money going back to the Community
 - Concert
 - Possible at SMSU – would have to get a floor
 - SOS doesn't want to sell tickets (thinks we won't sell any tickets)
 - Will need to build a committee if we do outside of SOS
 - Looking at Sept. 2023

Luke/Ty suggested that we do a smaller “trial” maybe like Hairball this year.

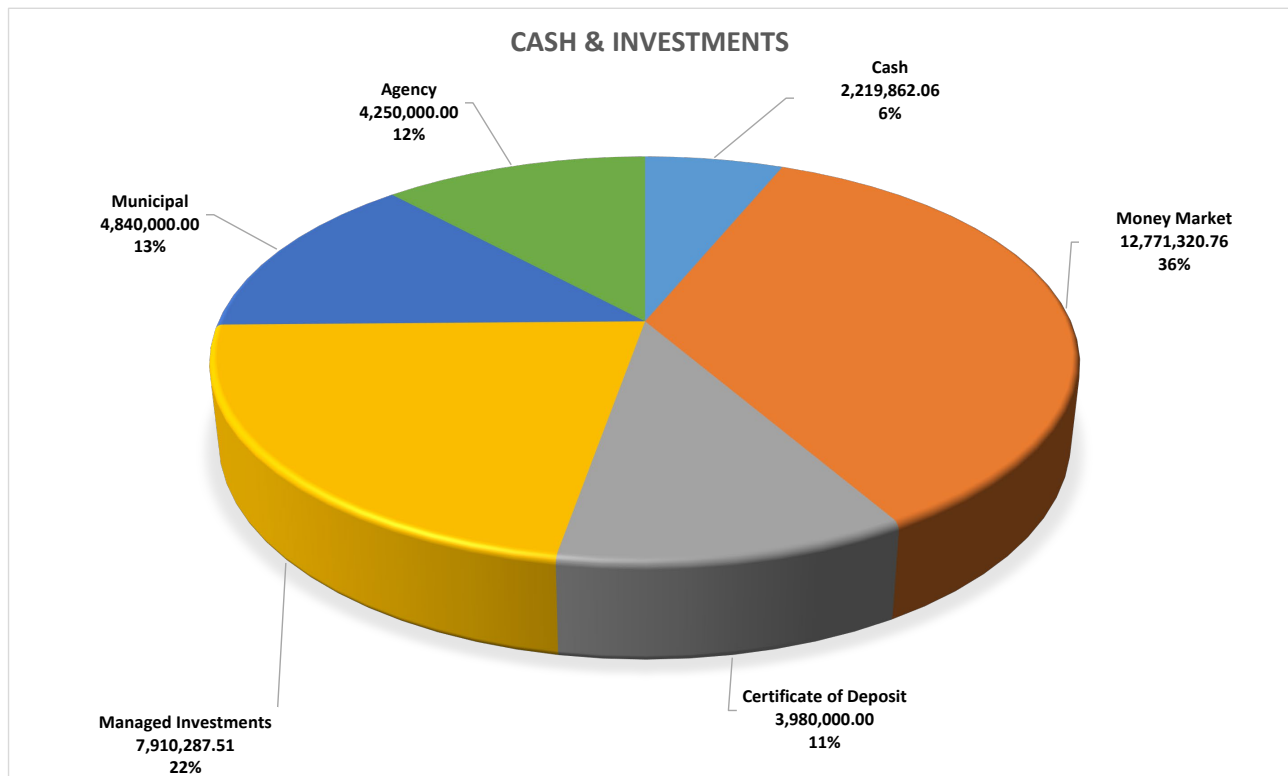
Board Update

Meeting Adjourned 11:13am

Next Meeting Date: Thursday May 12th, 2022, at 10am

City of Marshall, Minnesota
Cash & Investments
3/31/2022

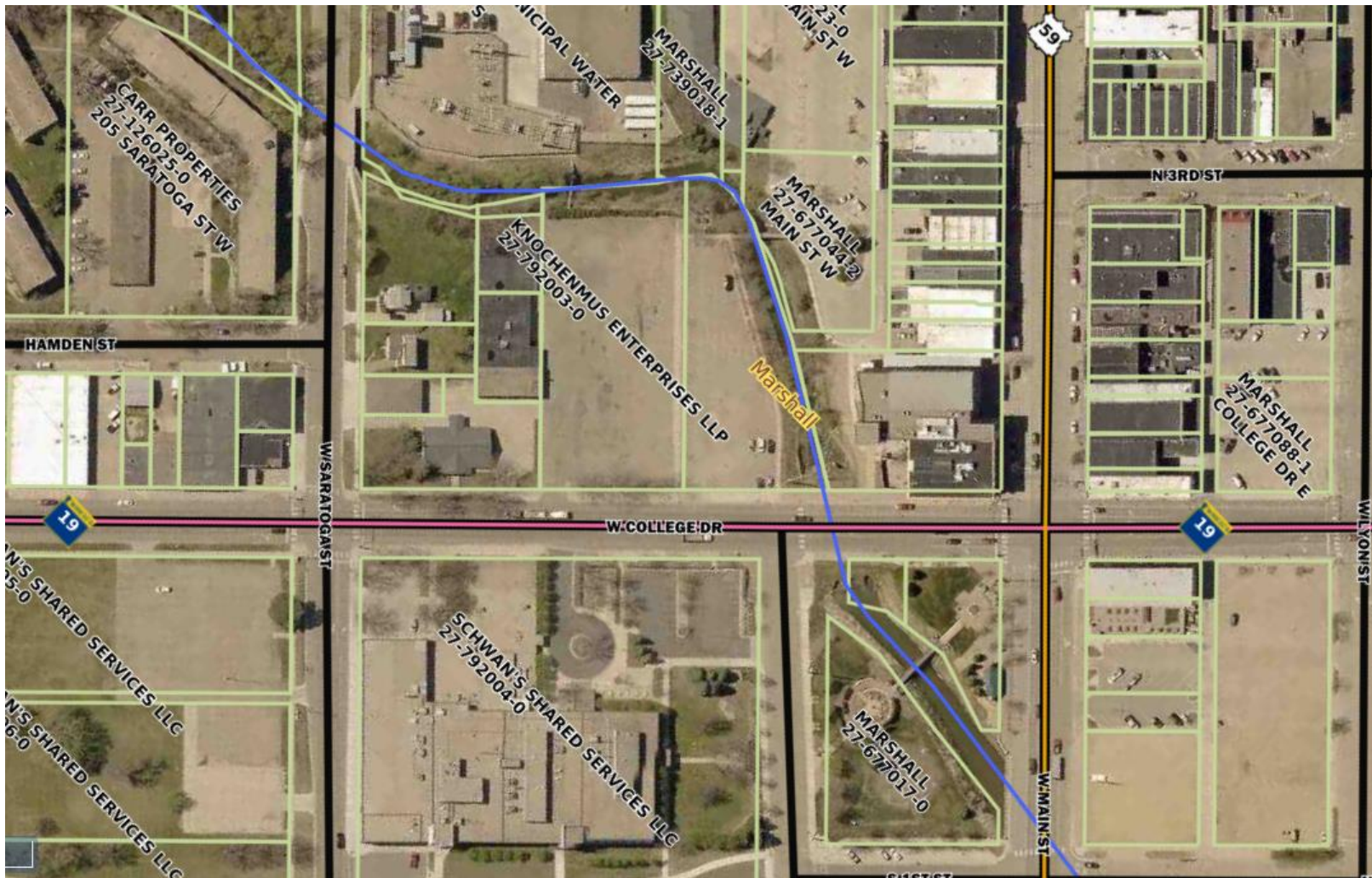
	Par	Rate
CASH & INVESTMENTS:		
Checking - Bremer	2,219,862.06	0.00%
Money Market - Bremer	7,495,318.14	0.02%
Money Market - Bank of the West	3,385,861.30	0.10%
Money Market - US Bank	124,421.20	0.19%
Money Market - US Bank (ARP Funds)	737,052.67	0.19%
Money Market - Wells Fargo	1,028,667.45	0.25%
Certificate of Deposit - Bremer	1,000,000.00	0.40%
Certificate of Deposit - Bremer	1,000,000.00	0.40%
Certificate of Deposit - Bremer	1,000,000.00	0.40%
Certificate of Deposit - Wells Fargo	245,000.00	1.80%
Certificate of Deposit - Wells Fargo	245,000.00	1.10%
Investment Portfolio - General Fund	2,652,103.06	
Investment Portfolio - WW/SW Capital Reserve	3,290,405.32	
Investment Portfolio - Endowment Fund	1,967,779.13	
Municipal - US Bank	4,840,000.00	0.21% Average
Certificate of Deposit - US Bank	245,000.00	0.60%
Certificate of Deposit - US Bank	245,000.00	0.60%
Agency - US Bank	4,250,000.00	0.24% Average
TOTAL CASH & INVESTMENTS	35,971,470.33	



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 26, 2022
Category:	CLOSED SESSION
Type:	INFO
Subject:	City Real Estate Needs
Background Information:	<p>Pursuant to Minn. stat. § 13d.05; 13d.05, subd. 3 c, the information below will be discussed in detail at a closed work session.</p> <p>City staff would like to update the Council on real estate discussions on the following properties:</p> <p>27-792005-0 27-792006-0 27-792003-0</p>
Fiscal Impact:	
Recommendations:	Give city staff guidance on how the City Council would like to proceed





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

April

- 04/25 Local Board of Appeal and Equalization, 5:30 PM, City Hall
 - 04/26 Regular Meeting, 5:30 PM, City Hall
-

May

- 05/10 Local Board of Appeal and Equalization Reconvene, 5:00 PM, City Hall
 - 05/10 Regular Meeting, 5:30 PM, City Hall
 - 05/24 Board Interviews
 - Economic Development Authority, 5:00 PM, City Hall
 - 05/24 Regular Meeting, 5:30 PM, City Hall
-

June

- 06/14 Regular Meeting, 5:30 PM, City Hall
- 06/28 Regular Meeting, 5:30 PM, City Hall