



CITY OF MARSHALL
City Council Meeting

A g e n d a

Tuesday, June 25, 2024 at 5:30 PM
City Hall, 344 West Main Street

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Consider Approval of the Minutes from the Regular Meeting Held on June 11th

PUBLIC HEARING

2. Moratorium on the Operation of Cannabis Businesses- 1) Public Hearing 2) Consider Ordinance Establishing a Moratorium on the Operation of Cannabis Businesses

CONSENT AGENDA

3. Introduction of Joint Airport Zoning Ordinance – Chapter 86, Article 86-VII
4. Consider Request for Street Closure for Arts & Living Festival (09/28/2024-Saturday)
5. Consider Authorization to Declare Vehicles as Surplus Property for the Marshall Police Department
6. Military Surplus Equipment Program
7. Consider Approval of the Bills/Project Payments

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

8. Pre-Development Agreement for Affordable Family Apartment Complex
9. Consider a request for a Conditional Use Permit for a Triplex in a B-1 Limited Business District
10. Consider the Request for a Conditional Use Permit to Install a Billboard at 1604 East College Drive
11. Consider Approval of Significant Industrial User (SIU) Agreements with the Wastewater Treatment Facility
12. Consider Authorization for HVAC System Repairs in the Airport Arrival/Departure Building
13. Registration Requirements for the Sale of Intoxicating Cannabinoid Products and Amendments to Ch. 86 Zoning
14. Consider Appointments to Various Boards, Commission, Bureaus, and Authorities

COUNCIL REPORTS

15. Commission/Board Liaison Reports
16. Councilmember Individual Items

STAFF REPORTS

17. City Administrator
18. Director of Public Works/City Engineer
19. City Attorney

INFORMATION ONLY

20. Public Housing Commission Minutes
21. Cash and Investments
22. Planning Commission Minutes
23. Building Permits

MEETINGS

24. Upcoming Meetings

ADJOURN

Councilmember Schafer will be attending the meeting virtually from a public location at 2668 Peachtree Rd., Statesville, North Carolina 28625.

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.



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, June 25, 2024
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider Approval of the Minutes from the Regular Meeting Held on June 11th
Background Information:	Enclosed are the minutes from the previous meetings.
Fiscal Impact:	
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk, Steven Anderson, prior to the meeting.
Recommendations:	That the minutes from the meeting held on June 11th 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, June 11, 2024**

The regular meeting of the Common Council of the City of Marshall was held May 28, 2024, 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, Amanda Schroeder, Steve Meister, John Alcorn James Lozinski and See Moua-Leske. Absent: None. Staff present included: Sharon Hanson; City Administrator; Pamela Whitmore, City Attorney; Jason Anderson, Director of Public Works/ City Engineer; E.J. Moberg, Director of Administrative Services; Stephen Zimmer, Administrator Intern; and Steven Anderson, City Clerk.

Consider Approval of the Minutes from the Regular Meeting Held on May 28th

No amendments were made to the minutes from the Regular Meeting held on May 28, 2024.

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to approve the minutes. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Lozinski. Voting Abstaining: Councilmember Moua-Leske. The motion **Carried. 7-0.**

Approval of the Consent Agenda

There were no requests for an item on the consent agenda to be pulled for additional discussion.

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

- Consider Approval to Allow SMSU to Hold a Raffle on October 12 for Homecoming
- Consider Resolution Authorizing Execution of MnDOT Grant Agreement No. 1057208 (S.P. A4201-111) for Airport Tractor/Loader Purchase
- Call for a Public Hearing on a Proposed Increase in Liquor License Fees
- Consider Approval of the Bills/Project Payments

Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project - 1) Resolution Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment; 2) Resolution for Hearing on Proposed Assessment

The project consisted of reconstruction and utility replacement on West Lyon Street from East College Drive to North Fifth Street, and North Third Street from West Main Street to West Redwood Street. All utilities were replaced, including watermain, sanitary sewer, and storm sewer on West Lyon and North Third Streets. Other items of work included in the project were pavement removal, aggregate base, concrete surfacing, sidewalks, curb and gutter, streetscaping, and other minor work. The following is a breakdown of the proposed project funding. The costs include 16% for engineering and administrative costs, for a total project cost of \$4,381,637. The following was a proposed breakdown of the project funding:

Wastewater Fund \$320,206
MMU \$698,740
Surface Water Management Utility \$924,558
City Participation (Ad Valorem) \$1,884,632
Assessed to Property Owners \$553,501
Total Project Amount \$4,381,637

Per the current Fee Schedule, the assessment interest rate was calculated using the most recent bond interest rate and adding 2% for administrative costs. Per the Finance Department, the 2023A Bonding had a True Interest Cost of 3.270%.

the Street Improvements, plus 2%, resulted in a 5.27% interest rate for Special Assessments. The term of the assessment repayment was proposed by staff to be 8 years. The City does not have a formal written policy on special assessment terms but had followed an administrative past practice to generally match the assessment repayment to the bond repayment term.

Motion made by Councilmember Schafer, Seconded by Councilmember Moua-Leske to approve Resolution 24-060 Declaring Cost to be Assessed and Ordering Preparation of Assessments. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Motion made by Councilmember Meister, Seconded by Councilmember Schroeder to approve Resolution 24-060 to set a hearing on the proposed assessments. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Consider Appointments to Various Boards, Commission, Bureaus, and Authorities.

An interview was held prior to the regular meeting for an open position on the Planning Commission. Mayor Byrnes recommended that Dereck Deutz be appointed to the Planning Commission.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to appoint Dereck Deutz to the Planning Commission for a second term that would end on May 31, 2027. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Commission/Board Liaison Reports

Byrnes	No report.
Schafer	The Equipment Review Committee met and instructed staff to review vehicle procurement.
Meister	The Adult Community Center would be switching to a twice a year meeting and the meeting time would switch to 5:00 PM. Meister commented on the disrepair of the ACC building and that some of the rental fees should be reviewed.
Schroeder	No report.
Alcorn	No report.
Moua-Leske	No report.
Lozinski	No report.

Councilmember Individual Items

No comments from Councilmembers were given.

City Administrator

The city had taken a more active role for the Juneteenth celebration this year at Justice Park. Political sign placement was
ed for the upcoming election cycle.

Director of Public Works/City Engineer

Updated were given on the following projects: Minnesota Highway 23 lift station, Snow Removal Equipment building, mill and overlays, Independence Park parking lot, and Whitney Street reconstruction.

City Attorney

No report.

Administrative Brief

There were no questions on the Administrative Brief.

Information Only

There were no questions on the Upcoming Meetings.

Upcoming Meetings

There were no questions on the Upcoming Meetings.

Adjournment

At 5:53 PM Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Attest:

Steven Anderson, City Clerk

Robert Byrnes, Mayor

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Pamela Whitmore
Meeting Date:	Tuesday, June 25, 2024
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Moratorium on the Operation of Cannabis Businesses- 1) Public Hearing 2) Consider Ordinance Establishing a Moratorium on the Operation of Cannabis Businesses
Background Information:	<p>The City currently prohibits (via a moratorium through Ordinance 23-015) almost all business operations related to hemp-based products (also referred to as 151 Products because they are authorized by Minnesota Statutes, 151.72 and Lower-Potency Hemp Edibles, as defined for purposes of future state licensing). The two exceptions are that hemp-based beverages may be made at a brewery or distillery and an exclusive liquor store may still hemp-based beverages. The moratorium is set to expire in July 2024. The current estimate is that the Office of Cannabis Management will begin issuing licenses in early 2025 but that seems unlikely based on the little traction of the OCM rulemaking so far.</p> <p>There has been a desire expressed by some in the public for the current moratorium to be lifted on hemp-based products to allow sales and support the local economy. Along with the proposed registration ordinance, the proposed amendments to the existing zoning, and the repeal of the current moratorium, staff recommends adopting a new moratorium on the higher-level cannabis products until the OCM has finalized its regulatory scheme.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	<ol style="list-style-type: none"> 1) Close the Public Hearing. 2) Adopt Ordinance 24-011 Authorizing a Study and Imposing a Moratorium on the Operation of Cannabis Businesses within the City of Marshall and authorize its summary publication.

**CITY OF MARSHALL
ORDINANCE 24-011**

**AN INTERIM ORDINANCE AUTHORIZING A STUDY AND IMPOSING A
MORATORIUM ON THE OPERATION OF CANNABIS BUSINESSES WITHIN THE
CITY OF MARSHALL**

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

SECTION 1: **ADOPTION** “MORATORIUM ON THE OPERATION OF CANNABIS BUSINESSES” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

MORATORIUM ON THE OPERATION OF CANNABIS BUSINESSES(*Added*)

SECTION 2: **ADOPTION** “Section 1. Legislative Findings And Authority” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 1. Legislative Findings And Authority(*Added*)

- A. The Minnesota Legislature, in 2023, enacted, and the Governor signed, 2023 Minnesota Session Laws, Chapter 63 – H.F. No. 100 (the “Act”), which represents comprehensive legislation relating to cannabis including, but not limited to, the establishment of the Office of Cannabis Management (“OCM”), legalizing and limiting the possession and use of cannabis and certain hemp products by adults, providing for the licensing, inspection, and regulation of cannabis and hemp businesses, taxing the sale of cannabis flower, cannabis products, and certain hemp products, establishing grant and loan programs, amending criminal penalties, providing for expungement of certain convictions, and providing for the temporary regulation of Edible Cannabinoid Products.
- B. The Act provides local units of government certain authority related to Cannabis Businesses, including the authority to (i) require local registration of certain Cannabis Businesses operating retail establishments, (ii) adopt reasonable restrictions on the time, place, and manner of the operation of Cannabis Businesses, provided that such restrictions do not prohibit the establishment or operation of a Cannabis Business, (iii) limit the number of certain Cannabis Businesses based on the population of the community, and (iv) prohibit the operation of a Cannabis Business within 1,000 feet of a school, or 500 feet of a day care, residential treatment facility, or an attraction within

- a public park that is regularly used by minors, including a playground or athletic field.
- C. The Act requires the OCM, which was established effective July 1, 2023, to work with local governments to develop model ordinances for reasonable restrictions on the time, place, and manner of the operation of Cannabis Businesses. The Act also requires the OCM to establish additional rules and regulations relating to the operation of Cannabis Businesses. It is anticipated that the city of Marshall (the “City”) will benefit from reviewing and analyzing the OCM’s model ordinances, rules and regulations before making any decisions related to the regulation of Cannabis Businesses in the City.
- D. The OCM has not yet created the model ordinance or engaged in rulemaking to develop the licensing scheme for Cannabis Businesses or lower-level hemp products.
- E. The Act (since codified at Minnesota Statutes, section 342.13(e)) expressly allows a local unit of government that is conducting studies or has authorized a study to be conducted or has held or scheduled a hearing for the purpose of considering adoption or amendment of reasonable restrictions on the time, place and manner of the operation of Cannabis Businesses to adopt an interim ordinance applicable to all or part of its jurisdiction for the purpose of protecting the planning process and the health, safety, and welfare of its citizens. The interim ordinance may regulate, restrict, or prohibit the operation of Cannabis Businesses within the jurisdiction or a portion thereof until January 1, 2025.
- F. Given the uncertainty regarding the model ordinances to be developed by the OCM and the broad scope of the changes to Minnesota law brought about by the Act, the City desires to adopt an interim ordinance for the purpose of protecting the planning process and the health, safety, and welfare of its citizens.
- G. The City desires to conduct a study for the purpose of considering the adoption or amendment of reasonable restrictions on the time, place and manner of the operation of Cannabis Businesses as well as the other regulations local units of government may adopt under the Act.
- H. On June 25, 2024, after providing at least 10 days published notice, the City Council held a public hearing regarding the consideration and adoption of this Ordinance prohibiting the operation of Cannabis Businesses within the City until January 1, 2025.

SECTION 3: ADOPTION “Section 2. Definitions” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 2. Definitions(*Added*)

For purposes of this Ordinance, the following terms shall have the meaning given them in this section.

- A. “Act” means 2023 Minnesota Session Laws, Chapter 63 (H.F. No. 100).
- B. “Cannabis Business” has the meaning given the term in Minnesota Statutes, section 342.01, subdivision 14.
- C. “City” means the city of Marshall, a Minnesota municipal corporation.
- D. “Edible Cannabinoid Product” has the meaning given the term in Minnesota Statutes, section 151.72, subdivision 1(f).
- E. “OCM” means the Office of Cannabis Management, established as set forth in Minnesota Statutes, section 342.02, subd. 1.
- F. “Ordinance” means this interim ordinance, which is adopted pursuant to Minnesota Statutes, section 342.13(e).

SECTION 4: **ADOPTION** “Section 3. Study Authorized” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 3. Study Authorized(*Added*)

The city council hereby authorizes and directs City staff to conduct a study regarding the adoption or amendment of reasonable restrictions on the time, place, and manner of the operation of Cannabis Businesses, as well as other potential local regulations allowed under the Act, and report to the city council on the potential regulation of Cannabis Businesses. The study may include a review of any model ordinances that OCM is directed to draft under Minnesota Statutes, section 342.13(d), an analysis of potential setback regulations allowed under Minnesota Statutes, section 342.13(c), and such other matters as staff may determine are relevant to the city council’s consideration of this matter. The report may also include City staff’s recommendations on whether the city council should adopt regulations and, if so, the recommended types of regulations.

SECTION 5: **ADOPTION** “Section 4. Moratorium” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 4. Moratorium(*Added*)

A moratorium is hereby imposed on the operation of any Cannabis Business within the City, including any preliminary pre-approvals allowed under state law. During the term of this Ordinance, no business, person, or entity may establish or operate a Cannabis Business within the jurisdictional boundaries of the City. Accordingly, during the period that this Ordinance is in effect, the City shall not accept, process, or act on any application, site plan, building permit, zoning request, or other approval, including any requested confirmation, certification, approval, or other request from the OCM or other governmental entity requesting City review of any application or proposal for a business proposing to engage in the operation of a Cannabis Business. During the term of the moratorium, it is a violation of this Ordinance for any business, person, or entity to establish or operate a Cannabis Business within the City.

SECTION 6: **ADOPTION** “Section 5. Exceptions” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 5. Exceptions(*Added*)

The moratorium imposed by this Ordinance does not apply to: (i) the continued operation of a duly established business as part of the Medical Cannabis Program administered by the Minnesota Department of Health that was lawfully operating within the City prior to the effective date of this Ordinance; or (ii) the sale of Edible Cannabinoid Products, provided, however, that nothing in this Ordinance exempts a business, person, or entity from complying with all other requirements and prohibitions of applicable laws and ordinances related to such exceptions.

SECTION 7: **ADOPTION** “Section 6. Enforcement” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 6. Enforcement(*Added*)

Violation of this Ordinance is a misdemeanor. The City may also enforce this Ordinance by mandamus, injunction, or other appropriate civil remedy in any court of competent jurisdiction. A violation of this Ordinance is also subject to the City’s general penalties prescribed in the city code and may further result in the City reporting violations to the OCM, if relevant to OCM licensing. The city council hereby authorizes City staff and consultants to initiate any legal action deemed necessary to secure compliance with this Ordinance.

SECTION 8: **ADOPTION** “Section 7. Severability” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 7. Severability(*Added*)

Every section, provision, and part of this Ordinance is declared severable from every other section, provision, and part. If any section, provision, or part of this Ordinance is held to be invalid by a court of competent jurisdiction, such judgment shall not invalidate any other section, provision, or part of this Ordinance.

SECTION 9: **ADOPTION** “Section 8. Effective Date And Term” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 8. Effective Date And Term(*Added*)

This Ordinance shall become effective on the first day of publication after adoption. This Ordinance shall remain in effect until January 1, 2025 or until the city council expressly repeals it, whichever occurs first.

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL

_____.

Presiding Officer

Attest

Robert Byrnes, Mayor, City of
Marshall

Steven Anderson, City Clerk, City of
Marshall

SUMMARY ORDINANCE NUMBER 24-011

AN INTERIM ORDINANCE AUTHORIZING A STUDY AND IMPOSING A MORATORIUM ON THE OPERATION OF CANNABIS BUSINESSES WITHIN THE CITY OF MARSHALL

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

Section 1: City Code of Ordinances:

A moratorium is hereby imposed on the operation of any Cannabis Business within the City, including any preliminary pre-approvals allowed under state law. During the term of this Ordinance, no business, person, or entity may establish or operate a Cannabis Business within the jurisdictional boundaries of the City. Accordingly, during the period that this Ordinance is in effect, the City shall not accept, process, or act on any application, site plan, building permit, zoning request, or other approval, including any requested confirmation, certification, approval, or other request from the OCM or other governmental entity requesting City review of any application or proposal for a business proposing to engage in the operation of a Cannabis Business. During the term of the moratorium, it is a violation of this Ordinance for any business, person, or entity to establish or operate a Cannabis Business within the City.

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. 24-011.

It is hereby directed that only the above Title and Summary of Ordinance No. 24-011 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 online at ci.marshall.mn.us or at the office of the City Clerk, City Offices, 344 West Main Street, Marshall, Minnesota 56258.

Section 3: This Ordinance shall take effect after its passage and summary publication.

Passed and adopted by the Common Council this 25th day of June 2024.

THE COMMON COUNCIL
Robert Byrnes
Mayor of the City of Marshall, MN

ATTEST:
Steven Anderson
City Clerk

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, June 25, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Introduction of Joint Airport Zoning Ordinance – Chapter 86, Article 86-VII
Background Information:	<p>The Joint Airport Zoning Board (JAZB) last met for a public hearing on the proposed SW MN Regional Airport Zoning Ordinance on September 5, 2023. At that meeting, the JAZB recommended approval of the proposed airport zoning ordinance and authorized the submittal to MnDOT Aeronautics for review.</p> <p>Following this meeting, TKDA staff submitted the ordinance and supporting documents to MnDOT-Aeronautics for their review and consideration. MnDOT agreed that the JAZB made efforts to comply with MN State Statutes and that proper steps were taken, and the Director of MnDOT Aeronautics approved the airport zoning ordinance. Included with the packet is the Commissioner’s Order from MnDOT.</p> <p>The final step and process for the JAZB was to adopt the airport zoning ordinance on 2/6/2024. MnDOT required a formal JAZB resolution, included in the packet, with signatures from the members of the JAZB.</p> <p>City staff believe that it makes sense to include the airport zoning ordinance within the City zoning ordinance. Since the new Airport Zoning Ordinance will become a part of the City Zoning Ordinance (Article 86-VII), State Statutes requires that it goes in front of the Planning Commission, and a recently revised City Ordinance indicates that the Planning Commission conducts a public hearing.</p> <p>In conjunction with the new airport zoning, the main city Zoning Map is also being revised by adding three airport safety zones: A, B, and C, as shown in Exhibit B4 of the new Airport Zoning Ordinance (link on ordinance page 19). After final approval by the Council, all safety zones will be added to the official City zoning map.</p> <p>A public hearing was held before the Planning Commission at their meeting on 06/12/2024. After the close of the public hearing, MUCHLINSKI MADE A MOTION, SECOND BY DEUTZ, to recommend to the City Council adding Article 86-VII Airport Zoning to the Zoning Ordinance and revising zoning map by adding airport safety zones. ALL VOTED IN FAVOR. MOTION PASSED 5:0.</p>
Fiscal Impact:	None
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council introduce the ordinance adding Article 86-VII Airport Zoning ordinance to the Zoning Ordinance and revising zoning map by adding airport safety zones.

**CITY OF MARSHALL
ORDINANCE AIRPORT SAFETY ZONING**

The Common Council of the City of Marshall, in the State of Minnesota, do ordain as follows:

SECTION 1: **ADOPTION** “ARTICLE 86-VII JOINT AIRPORT ZONING” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

ARTICLE 86-VII JOINT AIRPORT ZONING(*Added*)

SECTION 2: **ADOPTION** “Southwest Minnesota Regional Airport Zoning Ordinance” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Southwest Minnesota Regional Airport Zoning Ordinance(*Added*)

SECTION 3: **ADOPTION** “Title And Introduction” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Title And Introduction(*Added*)

SOUTHWEST MINNESOTA REGIONAL AIRPORT ZONING ORDINANCE
MARSHALL-LYON COUNTY JOINT AIRPORT ZONING BOARD AN ORDINANCE
REGULATING AND RESTRICTING THE HEIGHT OF STRUCTURES AND
OBJECTS OF NATURAL GROWTH, AND OTHERWISE REGULATING THE USE OF
PROPERTY, IN THE VICINITY OF THE SOUTHWEST MINNESOTA REGIONAL
AIRPORT BY CREATING THE APPROPRIATE ZONES AND ESTABLISHING THE
BOUNDARIES THEREOF; PROVIDING FOR CHANGES IN THE RESTRICTIONS
AND BOUNDARIES OF SUCH ZONES; DEFINING CERTAIN TERMS USED
HEREIN; REFERRING TO THE SOUTHWEST MINNESOTA REGIONAL AIRPORT
ZONING MAP WHICH IS INCORPORATED IN AND MADE A PART OF THIS
ORDINANCE; PROVIDING FOR ENFORCEMENT; ESTABLISHING A BOARD OF
ADJUSTMENT; AND IMPOSING PENALTIES. AN ORDINANCE AMENDING AND
REPLACING THE MARSHALL MUNICIPAL AIRPORT ZONING ORDINANCE TO
INCORPORATE ZONING TO REFLECT THE CURRENT RUNWAY 12-30
CONFIGURATION; TO REFLECT FUTURE PLANS FOR RUNWAY 2-20 PER THE
AIRPORT LAYOUT PLAN; TO REVISE PROCEDURAL REQUIREMENTS; AND TO
UPDATE OTHER PROVISIONS OF THE AIRPORT SAFETY ZONING ORDINANCE
IS NOW IN ORDER. IT IS HEREBY ORDAINED BY THE MARSHALL-LYON
COUNTY JOINT AIRPORT ZONING BOARD PURSUANT TO THE AUTHORITY
CONFERRED BY MINNESOTA STATUTES SECTION 360.061 THROUGH 360.074,
AS FOLLOWS:

SECTION 4: **ADOPTION** “Section I: Purpose And Authority” of the
Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section I: Purpose And Authority(*Added*)

The Marshall-Lyon County Joint Airport Zoning Board (JAZB) was created and established
by joint action of the City Council of the City of Marshall, in coordination with the City
Council of the City of Ghent, the Board of Commissioners of Lyon County, and the Town
Board of Grandview Township. The establishment of the JAZB was also closely coordinated
with the jurisdictions of The City of Minneota, and the Townships of Amiret, Clifton,
Eidsvold, Fairview, Lake Marshall, Lynd, Nordland, Sodus and Westerheim, all of which
thereafter declined their right of representation on the JAZB following the request made
pursuant to Minn. Stat. 360.063 Subd. 3(c). Pursuant to the provisions and authority of
Minnesota Statutes Section 360.063, the Marshall-Lyon County Joint Airport Zoning Board
hereby finds and declares that:

- A. An airport hazard endangers the lives and property of the users of the Southwest
Minnesota Regional Airport, as well as the property or occupants of land in its

vicinity; if of the obstructive type, in effect reduces the size of the area available for the landing, takeoff, and maneuvering of aircraft, thus tending to destroy or impair the utility of said Airport and the public investment therein.

- B. The creation or establishment of an airport hazard is a public nuisance and an injury to the region that is served by the Southwest Minnesota Regional Airport.
- C. For the protection of public health, safety, order, convenience, prosperity, and general welfare, and for the promotion of the most appropriate use of land, it is necessary to prevent the creation or establishment of airport hazards.
- D. The prevention of these airport hazards should be accomplished, to the extent legally possible, by the exercise of the police power without compensation.
- E. The prevention of the creation or establishment of airport hazards, and the elimination, removal, alteration, mitigation, or marking and lighting of existing airport hazards are public purposes for which political subdivisions may raise and expend public funds.
- F. The Southwest Minnesota Regional Airport is an essential public facility that serves an important public transportation role and provides a public good.

SECTION 5: **ADOPTION** “Section II: Short Title” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section II: Short Title(*Added*)

This Ordinance shall be known as the “Southwest Minnesota Regional Airport Zoning Ordinance.” Those sections of land affected by this Ordinance are indicated in Exhibit “A”, which is attached to this Ordinance.

SECTION 6: **ADOPTION** “Section III: Definitions” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section III: Definitions(*Added*)

As used in this Ordinance, unless the context otherwise requires:

“AIRPORT” means the Southwest Minnesota Regional Airport located in Section 6, Township 111 North, Range 41 West, 5th Principal Meridian.

“AIRPORT ELEVATION” means the established elevation of the highest point on the usable landing area which elevation is established to be 1182.8 feet above mean sea level.

“AIRPORT HAZARD” means any structure, tree, or use of land which obstructs the air space required for, or is otherwise hazardous to, the flight of aircraft in landing or taking off at the airport; and any use of land which is hazardous to persons or property because of its proximity to the airport.

“COMMISSIONER” means the Commissioner of the Minnesota Department of Transportation.

“CONFORMING USE” means any structure, tree, or object of natural growth, or use of land that complies with all the applicable provisions of this Ordinance or any amendment to this ordinance.

“DWELLING” means any building or portion thereof designed or used as a residence or sleeping place of one or more persons.

“EXISTING LAND USES” means an area which were in existence at the time of the adoption of this ordinance shall be considered a conforming use that shall not be prohibited except as provided below in SECTION V B 5, EXEMPTIONS – EXISTING LAND USES

“HEIGHT,” for the purpose of determining the height limits in all zones set forth in this Ordinance and shown on the zoning map, the datum shall be mean sea level elevation unless otherwise specified.

“LANDING AREA” means the area of the airport used for the landing, taking off, or taxiing of aircraft.

“LOW DENSITY RESIDENTIAL STRUCTURE” means a single-family or two-family home.

“LOW DENSITY RESIDENTIAL LOT” means a single lot located in an area which is zoned for single-family or two-family residences and in which the predominant land use is such type of residences.

“NONCONFORMING USE” means any pre-existing structure, tree, natural growth, or land use which is inconsistent with the provisions of this Ordinance or an amendment hereto.

“NONPRECISION INSTRUMENT RUNWAY” means a runway having an existing or planned straight-in instrument approach procedure utilizing air navigation facilities with only horizontal guidance, and for which no precision approach facilities are planned or indicated on an approved planning document.

“OTHER THAN UTILITY RUNWAY” means a runway that is constructed for and intended to be used by jet aircraft or aircraft of more than 12,500 pounds maximum gross weight; or is 4,900 feet or more in length.

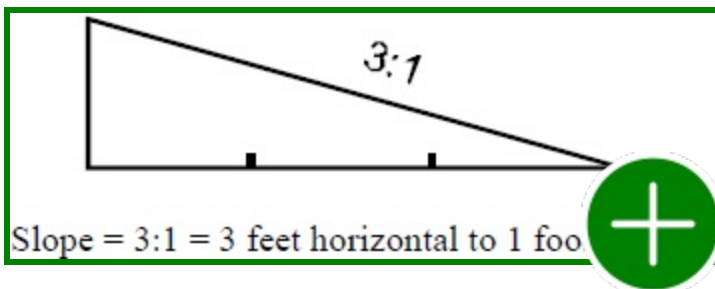
“PERSON” means an individual, firm, partnership, corporation, company, association, joint stock association, or body politic, and includes a trustee, receiver, assignee, administrator, executor, guardian, or other representative.

“PLANNED,” as used in this Ordinance, refers only to those proposed future airport developments that are so indicated on a planning document having the approval of the Federal Aviation Administration, Minnesota Department of Transportation Office of Aeronautics, and the City of Marshall.

“PRECISION INSTRUMENT RUNWAY” means a runway having an existing instrument approach procedure utilizing an Instrument Landing System (ILS), a Microwave Landing System (MLS), or a Precision Approach Radar (PAR), a Transponder Landing System (TLS), or a satellite-based system capable of operating to the same level of precision guidance provided by the other included systems. Also, a runway for which a precision instrument approach system is planned and is so indicated on an approved planning document.

“RUNWAY” means any existing or planned paved surface or turf covered area of the airport which is specifically designated and used or planned to be used for the landing and/or taking off of aircraft.

“SLOPE” means an incline from the horizontal expressed in an arithmetic ratio of horizontal magnitude to vertical magnitude.



“STRUCTURE” means an object constructed or installed by man, including, but without limitations, buildings, towers, smokestacks, earth formations, and overhead transmission lines.

“TRAVERSE WAYS,” for the purpose of determining height limits as set forth in this Ordinance, shall be increased in height by 17 feet for interstate highways; 15 feet for all other public roadways; 10 feet or the height of the highest mobile object that would normally traverse the road, whichever is greater, for private roads; 23 feet for railroads; and for waterways and all other traverse ways not previously mentioned, an amount equal to the height of the highest mobile object that would normally traverse it.

“TREE” means any object of natural growth.

“UTILITY RUNWAY” means a runway that is constructed for, and intended to be used by propeller-driven aircraft of 12,500 pounds maximum gross weight and less; and is less than 4,900 feet in length.

“VISUAL RUNWAY” means a runway intended solely for the operation of aircraft using visual approach procedures, with no straight-in instrument approach procedure and no instrument designation indicated on an approved planning document.

“WATER SURFACES” for the purpose of this ordinance, shall have the same meaning as land for the establishment of protected zones.

“ZONING ADMINISTRATOR” means the City of Marshall Planning and Zoning Administrator

SECTION 7: ADOPTION “Section IV: Air Space Obstruction Zoning” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section IV: Air Space Obstruction Zoning(*Added*)

A. AIR SPACE ZONES: In order to carry out the purpose of this Ordinance, as set forth above, the following air space zones are hereby established: Primary Zone, Horizontal Zone, Conical Zone, Approach Zone, Precision Instrument Approach Zone, and Transitional Zone, and whose locations and dimensions are as follows:

1. PRIMARY ZONE: All that land which lies directly under an imaginary primary surface longitudinally centered on a runway and:
 - a. Extending 200 feet beyond each end of Runway 12/30 and Runway 2/20.
 - b. Coinciding with each end of Runway 12/30 and Runway 2/20. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline. The width of the primary surface is:
 - c. 1,000 feet for Runway 12/30.
 - d. 500 feet for Runway 2/20.
2. HORIZONTAL ZONE: All that land which lies directly under an imaginary horizontal surface 150 feet above the established airport elevation, or a height of 1332.8 feet above mean sea level, the perimeter of which is constructed by swinging arcs of specified radii from the center of each end of the primary surface of each runway and connecting the adjacent arcs by lines tangent to those arcs. The radius of each arc is:
 - a. 10,000 feet for Runway 12/30 and Runway 2/20. When a 5,000-foot arc is encompassed by tangents connecting two adjacent 10,000-foot arcs, the 5,000-foot arc shall be disregarded in the construction of the perimeter of the horizontal surface.
3. CONICAL ZONE: All that land which lies directly under an imaginary conical surface extending upward and outward from the periphery of the

horizontal surface at a slope of 20:1 for a horizontal distance of 4,000 feet as measured outward from the periphery of the horizontal surface.

4. APPROACH ZONE: All that land which lies directly under an imaginary approach surface longitudinally centered on the extended centerline at each end of a runway. The inner edge of the approach surface is at the same width and elevation as, and coincides with, the end of the primary surface. The approach surface inclines upward and outward at a slope of:
 - a. 50:1 for Runway 12/30, a precision instrument runway
 - b. 34:1 for Runways 2/20, a non-precision runway The approach surface expands uniformly to a width of:
 - c. 4,000 feet for Runway 12/30 at a distance of 10,000 feet, then continues at the same rate of divergence for an additional 4,000 feet to the periphery of the conical surface.
 - d. 3,500 feet for Runway 2/20 at a distance of 10,000 feet, then continues at the same rate of divergence to the periphery of the conical surface.

5. PRECISION INSTRUMENT APPROACH ZONE: All that land which lies directly under an imaginary precision instrument approach surface longitudinally centered on the extended centerline at each end of Runway 12/30, a precision instrument runway. The inner edge of the precision instrument approach surface is at the same width and elevation as, and coincides with, the end of the primary surface. The precision instrument approach surface inclines upward and outward at a slope of 50:1 for a horizontal distance of 10,000 feet expanding uniformly to a width of 4,000 feet, then continues upward and outward for an additional horizontal distance of 40,000 feet at a slope of 40:1, expanding uniformly to an ultimate width of 16,000 feet.

6. TRANSITIONAL ZONE: All that land which lies directly under an imaginary surface extending upward and outward at right angles to the runway centerline and centerline extended at a slope of 7:1 from the sides of the primary surfaces and from the sides of the approach surfaces until they intersect the horizontal surface or the conical surface. Transitional surfaces for those portions of the precision instrument approach surface which project through and beyond the limits of the conical surface, extend a distance of 5,000 feet measured horizontally from the edge of the precision instrument approach surface and at right angles to the extended precision instrument runway centerline.

- B. HEIGHT RESTRICTIONS: Except as otherwise provided in this Ordinance, and except as necessary and incidental to airport operations, no structure or tree shall be constructed, altered, maintained, or allowed to grow in any air space zone created in SECTION IV A so as to project above any of the imaginary air space surfaces described in said SECTION IV A hereof. Where an area is covered by more than one height limitation, the more restrictive limitation shall prevail.

SECTION 8: **ADOPTION** “Section V: Land Use Safety Zoning” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section V: Land Use Safety Zoning(*Added*)

- A. SAFETY ZONE BOUNDARIES: In order to carry out the purpose of this Ordinance, as set forth above, to restrict those uses which may be hazardous to the operational safety of aircraft operating to and from the Southwest Minnesota Regional Airport, and, furthermore, to limit population and building density in the runway approach areas, thereby creating sufficient open space to protect life and property in case of an accident, there are hereby created and established the following land use safety zones:
1. SAFETY ZONE A: All land in that portion of the approach zones of a runway, as defined in SECTION IV A hereof, which extends outward from the end of the primary surface a distance equal to two-thirds of the planned length of the runway, which distance shall be:
 - a. 4,814 feet for Runway 12.
 - b. 4,814 feet for Runway 30 with the outer length affixed to the eastern most edge of the right-of-way of Country Club Drive.
 - c. 3,199 feet for Runway 2.
 - d. 3,199 feet for Runway 20.
 2. SAFETY ZONE B: All land in that portion of the approach zones of a runway, as defined in SECTION IV A hereof, which extends outward from Safety Zone A a distance equal to one-third of the planned length of the runway, which distance shall be:
 - a. 2,407 feet for Runway 12.
 - b. 2,407 feet for Runway 30 with the inner length affixed to the western most edge of the right-of-way of Country Club Drive.
 - c. 1,599 feet for Runway 2.
 - d. 1,599 feet for Runway 20.
 3. SAFETY ZONE C: All land which is enclosed within the perimeter of the horizontal zone, as defined in SUBSECTION IV A hereof, and which is not included in Safety Zone A or Safety Zone B.
 4. EXCEPTIONS – EXISTING LAND USES: The following described properties are designated as Existing Land Uses that do not present an airport hazard so severe that public safety considerations outweigh the public interest in continuing the existing land use as outlined by MN Statutes 360.0655 Subd. 2 (Protection of Existing Land Uses). The following existing land uses were in existence at the time of the adoption of this ordinance and are exempt from the USE RESTRICTIONS of SECTIONS V B 2 and V B 3 below, and are subject to the provisions of SECTION V B 5 below.

- a. [Table 1 : Existing Land Uses - Runway 30 Approach \(Maps B7 and B8\)](#)
- b. [Table 2: Existing Land Uses - Runway 20 Approach \(Map B9\)](#)

B. USE RESTRICTIONS:

1. [GENERAL: Subject at all times to the height restrictions set forth in SECTION IV B, no use shall be made of any land in any of the safety zones defined in SECTION V A which creates or causes interference with the operations of radio or electronic facilities on the airport or with radio or electronic communications between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and other lights, results in glare in the eyes of pilots using the airport, impairs visibility in the vicinity of the airport, or otherwise endangers the landing, taking off, or maneuvering of aircraft.](#)
2. [ZONE A: Subject at all times to the height restrictions set forth in Subsection IV B and to the general restrictions contained in Subsection V B 1, areas designated as Zone A shall contain no buildings, temporary structures, exposed transmission lines, or other similar above-ground land use structural hazards, and shall be restricted to those uses which will not create, attract, or bring together an assembly of persons thereon. Permitted uses may include, but are not limited to, such uses as agriculture \(seasonal crops\), horticulture, animal husbandry, raising of livestock, wildlife habitat, light outdoor recreation \(non-spectator\), cemeteries, and automobile parking.](#)
3. [ZONE B: Subject at all times to the height restrictions set forth in Subsection IV B, and to the general restrictions contained in Subsection V B 1, areas designated as Zone B shall be restricted in use as follows:](#)
 - a. [Each use shall be on a site whose area shall not be less than three acres.](#)
 - b. [Each use shall not create, attract, or bring together a site population that would exceed 15 times that of the site acreage.](#)
 - c. [Each site shall have no more than one building plot upon which any number of structures may be erected.](#)
 - d. [A building plot shall be a single, uniform, and non-contrived area, whose shape is uncomplicated and whose area shall not exceed the following minimum ratios with respect to the total site area:](#)
 - e. [The following uses are specifically prohibited in Zone B: Churches, hospitals, schools, theaters, stadiums, hotels, motels, trailer courts, campgrounds, and other places of frequent public or semi-public assembly.](#)
4. [ZONE C: Zone C is subject only to height restrictions set forth in SECTION V B, and to the general restrictions contained in SECTION V B 1.](#)
5. [EXEMPTIONS – EXISTING LAND USES](#)
 - a. [Existing Land Uses which existed at the time of the adoption of this ordinance, as set forth in SECTION V A 4 above, and as shown on the zoning map, are subject to the height restrictions of SECTION IV B and the general restrictions of SECTION V B 1. Land uses which](#)

come into existence after the adoption of this ordinance, are treated as though they were not an Existing Land Use and are subject to Zone A or Zone B restrictions as the case may be.

b. Existing Land Uses which violate any of the following restrictions are prohibited as safety hazards and must be acquired, altered, or removed at public expense. Those conditions are as follows:

(1) The following land uses, if they exist in Safety Zones A or B, are considered by the Commissioner to constitute airport safety hazards so severe, either to persons on the ground or to the air-traveling public, or both, that they must be prohibited under local airport zoning ordinances;

(2) Any structure which a person or persons customarily use as a principal residence and which is located entirely inside Safety Zone A within 1000 feet of the end of the primary zone;

(3) Any structure which a person or persons customarily use as a principal residence and which is located entirely within Safety Zone A or B and which penetrates an imaginary approach surface as defined by SECTION IV A;

c. Any land use in Safety Zone A or B which violates any of the following standards:

(1) the land use must not create or cause interference with the operation of radio or electronic facilities on the airport or with radio or electronic communication between the airport and aircraft;

(2) the land use must not make it difficult for pilots to distinguish between airport lights and other lights;

(3) the land use must not result in glare in the eyes of pilots using the airport or impair visibility in the vicinity of the airport.

d. Any isolated residential building lot zoned for single-family or two-family residences on which any structure, if built, would be prohibited by subparagraphs b.(1)(a), (b) or (c) above. An "isolated" residential building lot is one located in an area in which the predominant land use is single family or two-family residential structures; and

e. Any other land use which presents, in the opinion of the Commissioner, a material danger to the landing, taking off, or maneuvering of aircraft or to the safety of persons on the ground. In making such a determination, the Commissioner shall consider the following factors:

(1) possibility that the land use may contribute to or cause a collision of two or more aircraft or an aircraft and some other object;

(2) possibility that the land use may, in case of an aircraft accident, cause an explosion, fire, or the release of harmful or noxious fumes, gases, or substances;

(3) tendency of the land use to increase the number of persons

that would be injured in case of an aircraft accident;
(4) effect of the land use on availability of clear areas for emergency landings;

(5) flight patterns around the airport, the extent of use of the runway in question, the type of aircraft using the airport, whether the runways are lighted, whether the airport is controlled, and other similar factors.

Since the existing land uses are exempted by MN Statutes 360.0655 Subd 2, the properties as identified and alterations thereof shall be exempted from the conditions and restrictions of this zoning ordinance provided the primary land use of the property remains as-is as of the time of adopting this ordinance. It is the opinion of the Marshall-Lyon County Joint Airport Zoning Board that the continued use of the existing subject parcels in the manner that they are currently used does not present an airport hazard so severe that public safety considerations outweigh the public interest in continuing the existing land use, preventing disruption to that land use. Exemption of these parcels from the conditions and restrictions of this zoning ordinance shall remain in effect so long as the primary use and zoning of the parcels remains unchanged.

SECTION 9: **ADOPTION** “Section VI: Airport Map” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section VI: Airport Map(*Added*)

The several zones herein established are shown on the Southwest Minnesota Regional Airport Zoning Map consisting of 9 sheets, prepared by Toltz, King, Duvall, Anderson & Associates, and dated July 2023, attached hereto and made a part hereof, which map, together with such amendments thereto as may from time to time be made, and all notations, references, elevations, data, zone boundaries, and other information thereon, shall be and the same is hereby adopted as part of this Ordinance.

SECTION 10: **ADOPTION** “Section VII: Non-Conforming Uses” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section VII: Non-Conforming Uses(*Added*)

Regulations not retroactive. The regulations prescribed by this Ordinance shall not be construed to require the removal, lowering, or other changes or alteration of any structure or tree not conforming to the regulations as of the effective date of this Ordinance, or otherwise interfere with the continuance of any nonconforming use. Nothing herein contained shall require any change in the construction, alteration, or intended use of any structure, the construction or alteration of which was begun prior to the effective date of this Ordinance and is diligently prosecuted and completed within two years thereof.

SECTION 11: **ADOPTION** “Section VIII: Permits” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section VIII: Permits(*Added*)

- A. FUTURE USES: Except as specifically provided in Paragraphs 1 and 2 hereunder, no material change shall be made in the use of land and no structure shall be erected, altered, or otherwise established in any zone hereby created unless a permit therefore shall have been applied for and granted by the zoning administrator, hereinafter, provided for. Each application for a permit shall indicate the purpose for which the permit is desired, with sufficient particularity to permit it to conform to the regulations herein prescribed. If such determination is in the affirmative, the permit shall be granted.
1. However, a permit for a tree or structure of less than 75 feet of vertical height above the ground shall not be required in the horizontal and conical zones or in any approach and transitional zones beyond a horizontal distance of 4,200 feet from each end of the runway except when such tree or structure, because of terrain, land contour, or topographic features, would extend the height or land use limit prescribed for the respective zone.
 2. Nothing contained in this foregoing exception shall be construed as permitting or intending to permit any construction, alteration, or growth of any structure or tree in excess of any of the height limitations established by this ordinance as set forth in SECTION IV and the land use limitations set forth in SECTION V.
- B. EXISTING USES: Before any existing use or structure may be replaced, substantially altered or repaired, or rebuilt within any zone established herein, a permit must be secured authorizing such replacement, change, or repair. No permit shall be granted that would allow the establishment or creation of an airport hazard or permit a nonconforming use, structure, or tree to become a greater hazard to air navigation than it was on the effective date of this Ordinance or any amendments thereto, or than it is when the application for a permit is made. Except as indicated, all applications for such a permit shall be granted.

C. NONCONFORMING USES ABANDONED OR DESTROYED: Whenever the zoning administrator determines that a nonconforming structure or tree has been abandoned or more than 80% torn down, deteriorated, or decayed, no permit shall be granted that would allow such structure or tree to exceed the applicable height limit or otherwise deviate from the zoning regulations. Whether application is made for a permit under this paragraph or not, the zoning administrator may order the owner of the abandoned or partially destroyed nonconforming structure, at his own expense, to lower, remove, reconstruct, or equip the same in the manner necessary to conform to the provisions of this Ordinance. In the event the owner of the nonconforming structure shall neglect or refuse to comply with such order for ten days after receipt of written notice of such order, the zoning administrator may, by appropriate legal action, proceed to have the abandoned or partially destroyed nonconforming structure lowered, removed, reconstructed, or equipped and assess the cost and expense thereof against the land on which the structure is or was located. Unless such an assessment is paid within ninety days from the service of notice thereof on the owner of the land, the sum shall bear interest at the rate of eight percent per annum from the date the cost and expense is incurred until paid and shall be collected in the same manner as are general taxes.

1.

SECTION 12: **ADOPTION** “Section IX: Variances” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section IX: Variances(*Added*)

Any person desiring to erect a structure or increase the height of any existing structure, permit the growth of any tree, or use his property not in accordance with the regulations prescribed in this Ordinance may apply to the Board of Adjustment, hereinafter provided for, for a variance from such regulations. If a person submits an application for a variance by certified mail to the members of the Board and the Board fails to grant or deny the variance within four months after the last member receives the application, the variance shall be deemed to be granted by the Board. When the variance is granted by reason of the failure of the Board to act on the variance, the person receiving the variance shall notify the Board and the Commissioner, by certified mail, that the variance has been granted. The applicant shall include a copy of the original application for the variance with this notice to the Commissioner. The variance shall be effective sixty days after this notice is received by the Commissioner subject to any action taken by the Commissioner pursuant to Minnesota Statutes Section 360.063, Subdivision 6a. Such variances shall be allowed where it is duly found that a literal application or enforcement of the regulations would result in practical difficulty or unnecessary hardship, and relief granted would not be contrary to the public interest but do substantial justice and be in accordance with the spirit of this Ordinance provided any variance so allowed may be subject to any reasonable conditions that the Board or Commissioner may deem necessary to effectuate the purpose of this Ordinance. The Board of Adjustment may request review of a variance application by the Mn/DOT Office of Aeronautics prior to making a decision.

SECTION 13: ADOPTION “Section X: Hazard Marking And Lighting” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section X: Hazard Marking And Lighting(*Added*)

- A. NONCONFORMING USES: The owner of any nonconforming structure or tree is hereby required to permit the installation, operation, and maintenance thereon of such markers and lights as shall be deemed necessary by the zoning administrator, to indicate to the operators of aircraft in the vicinity of the airport the presence of such airport hazards. Such markers and lights shall be installed, operated, and maintained at the expense of the Southwest Minnesota Regional Airport.
- B. PERMITS AND VARIANCES: Any permit or variance deemed advisable to effectuate the purpose of this Ordinance and be reasonable in the circumstances, and granted by the zoning administrator or Board, shall require the owner of the structure or tree in question, at his own expense, to install, operate, and maintain thereon such markers and lights as may be necessary to indicate to pilots the presence of an airport hazard.

SECTION 14: **ADOPTION** “Section XI: Airport Zoning Administrator” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section XI: Airport Zoning Administrator(*Added*)

It shall be the duty of the City of Marshall Planning & Zoning Administrator, Lyon County Zoning Administrator, City of Ghent Administrator, and Grandview Township Administrator to serve as the Airport Zoning Administrator to administer and enforce the regulations prescribed herein for lands within their respective municipalities. In the event that one or more of the above-described Airport Zoning Administrators does not administer this Ordinance or enforce its regulations, the Marshall-Lyon County Joint Airport Zoning Board hereby appoints the City of Marshall Planning & Zoning Administrator (or their designee) to administer this Ordinance in the municipality or municipalities. If any official position designated above ceases to exist or to perform or serve its present function, the successor position as designed by the applicable jurisdiction shall become the Airport Zoning Administrator for that entity and shall perform or serve such functions. Applications for permits and variances shall be made to the Airport Zoning Administrator upon a form furnished by the Airport Zoning Administrator and pursuant to their applicable zoning ordinance and Board of Adjustment procedures. Permit or development certificate applications shall be promptly considered and granted or denied by them in accordance with the regulations prescribed herein, in the zoning ordinance for the individual jurisdiction, and all applicable statutes. Variance applications shall be forthwith transmitted by the Airport Zoning Administrator for action by the Board of Adjustment, hereinafter provided for. The Airport Zoning Administrator shall transmit copies of all permits and variances granted or denied pertaining to the provisions of this Ordinance to the City of Marshall Planning & Zoning Administrator.

SECTION 15: **ADOPTION** “Section XII: Board Of Adjustment” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section XII: Board Of Adjustment(*Added*)

- A. ESTABLISHMENT: The City of Marshall Planning Commission shall serve as the Board of Adjustment for the Southwest Minnesota Regional Airport Safety Zoning Ordinance within the City of Marshall. The Lyon County Planning Commission shall serve as the Board of Adjustment for the Southwest Minnesota Regional Airport Safety Zoning Ordinance outside of the City of Marshall.
- B. POWERS: The Board of Adjustment shall have and exercise the following powers:

1. Hear and decide appeals from any order, requirement, decision, or determination made by the administrator in the enforcement of this Ordinance.
2. Hear and decide special exceptions to the terms of this Ordinance upon which such Board of Adjustment under such regulations may be required to pass.
3. Hear and decide specific variances.

C. PROCEDURES:

1. The Board of Adjustment shall adopt rules for its governance and procedure in harmony with the provisions of this Ordinance. Meetings of the Board of Adjustment shall be held at the call of the chairperson and at such other times as the Board of Adjustment may determine. The chairperson, or in his absence the acting chairperson, may administer oaths and compel the attendance of witnesses. All hearings of the Board of Adjustment shall be public. The Board of Adjustment shall keep minutes of its proceedings showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall immediately be filed in the office of the zoning administrator and shall be a public record.
2. The Board of Adjustment shall make written findings of facts and conclusions of law giving the facts upon which it acted and its legal conclusions from such facts in reversing, affirming, or modifying any order, requirement, decision, or determination which comes before it under the provisions of this ordinance.
3. The concurring vote of a majority of the members of the Board of Adjustment shall be sufficient to reverse any order, requirement, decision, or determination of the zoning administrator or to decide in favor of the applicant on any matter upon which it is required to pass under this Ordinance, or to effect any variation in this Ordinance.

SECTION 16: ADOPTION “Section XIII: Appeals” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section XIII: Appeals(*Added*)

- A. Any person aggrieved, or any taxpayer affected by any decision of the zoning administrator made in his administration of this Ordinance may appeal to the Board of Adjustment. Such appeals may also be made by any governing body of a municipality, county, or airport zoning board, which is of the opinion that a decision of the zoning administrator is an improper application of this Ordinance as it concerns such governing body or board.
- B. All appeals hereunder must be commenced within 30 days of the zoning administrator’s decision, by filing with the zoning administrator a notice of appeal

specifying the grounds thereof. The zoning administrator shall forthwith transmit to the Board of Adjustment all the papers constituting the record upon which the action appealed from was taken. In addition, any person aggrieved, or any taxpayer affected by any decisions of the zoning administrator made in his administration of this Ordinance who desires to appeal such decision shall submit an application for a variance, by certified mail, to the members of the Board of Adjustment in the manner set forth in Minnesota Statutes Section 360.068, Subdivision 2.

- C. An appeal shall stay all proceedings in furtherance of the action appealed from, unless the zoning administrator certifies to the Board of Adjustment after the notice of appeal has been filed with it, that by reason of the facts stated in the certificate a stay would, in his opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed except by order of the Board of Adjustment on notice to the zoning administrator and on due cause shown.
- D. The Board of Adjustment shall fix a reasonable time for hearing appeals, give public notice and due notice to the parties in interest, and decide the same within a reasonable time. Upon the hearing, any party may appear in person, by agent, or by attorney.
- E. The Board of Adjustment may, in conformity with the provisions of this ordinance, reverse or affirm, in whole or in part, or modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination, as may be appropriate under the circumstances, and to that end shall have all the powers of the zoning administrator.

SECTION 17: **ADOPTION** “Section XIV: Judicial Review” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section XIV: Judicial Review(*Added*)

Any person aggrieved, or taxpayer affected, by any decision of a board of adjustment, or of any action of the commissioner taken under section 360.063, subdivisions 6 or 6a, or any governing body of a municipality or county, or any joint airport zoning board, which believes that a decision of a board of adjustment or action of the commissioner is illegal may appeal in accordance with Minnesota Statutes Chapter 14.

SECTION 18: **ADOPTION** “Section XV: Penalties” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section XV: Penalties(*Added*)

Every person who shall construct, establish, substantially change, alter or repair any existing structure or use, or permit the growth of any tree without having complied with the provision of this Ordinance or who, having been granted a permit or variance under the provisions of this Ordinance, shall construct, establish, substantially change or substantially alter or repair any existing growth or structure or permit the growth of any tree, except as permitted by such permit or variance, shall be guilty of a misdemeanor and shall be punished by a fine of not more than \$1,000 or imprisonment for not more than 90 days or by both. Each day a violation continues to exist shall constitute a separate offense. The airport zoning administrator may enforce all provisions of this Ordinance through such proceedings for injunctive relief and other relief as may be proper under the laws of Minnesota Statutes Section 360.073 and other applicable law.

SECTION 19: **ADOPTION** “Section XVI: Conflicts” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section XVI: Conflicts(*Added*)

Where there exists a conflict between any of the regulations or limitations prescribed in this Ordinance and any other regulations applicable to the same area, whether the conflict be with respect to the height of structures or trees, the use of land, or any other matter, the more stringent limitation or regulation shall govern and prevail.

SECTION 20: **ADOPTION** “Section XVII: Severability” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section XVII: Severability(*Added*)

- A. In any case in which the provision of this Ordinance, although generally reasonable, is held by a court to interfere with the use or enjoyment of a particular structure or parcel of land to such an extent, or to be so onerous in their application to such a structure or parcel of land, as to constitute a taking or deprivation of that property in violation of the constitution of this state or the constitution of the United States, such holding shall not affect the application of this Ordinance as to other structures and parcels of land,

- and to this end the provisions of this Ordinance are declared to be severable.
- B. Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the parts so declared to be unconstitutional or invalid.

SECTION 21: **ADOPTION** “Section XVIII: Effective Date” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section XVIII: Effective Date(*Added*)

This ordinance shall take effect on the 6th day of February, 2024. Copies thereof shall be filed with the Commissioner through the Office of Aeronautics and the Office of the Lyon County Recorder. Passed and adopted after public hearing by the Marshall-Lyon County Joint Airport Zoning Board this 6th day of February, 2024.

SECTION 22: **ADOPTION** “Exhibit B: Maps” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Exhibit B: Maps(*Added*)

- B1 Airspace Zoning Map
- B2 Runway 12 Extended Approach
- B3 Runway 30 Extended Approach
- B4 Land Use & Zoning Map
- B5 Runway 12/30 Land Use & Zoning Map
- B6 Runway 2/20 Land Use & Zoning Map
- B7 Existing Land Use - Runway 30 Custom Safety Zone A
- B8 Existing Land Use - Runway 30 Custom Safety Zone
- B9 Existing Land Use - Runway 20 Safety Zones A & B

SECTION 23: **ADOPTION** “Exhibit A” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Exhibit A(Added)

This Ordinance affects all or a portion of the following sections of land:

NAME AND NUMBER OF TOWNSHIP	AIR SPACE OBSTRUCTION ZONING: Section IV of Ordinance; Page(s) B1, B2, & B3 of Zoning Map	LAND USE SAFETY ZONING: <u>Section V of Ordinance; Page(s) B4, B5 & B6 of Zoning Map</u>
<u>City of Marshall</u>	<u>Sections: 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17</u>	<u>Sections: 4, 5, 6, 7, 8, 9, 16, 17, 18</u>
<u>City of Ghent</u>	<u>Sections: 10, 15, 16</u>	<u>Sections: -</u>
<u>City of Minneota</u>	<u>Sections: 25, 26, 35, 36</u>	<u>Sections: -</u>
<u>Amiret Township</u>	<u>Sections: 4, 5, 6, 7, 8, 9, 17, 18</u>	<u>Sections: -</u>
<u>Clifton Township</u>	<u>Sections: 18, 19, 20, 21, 27, 28, 29, 30, 31, 32, 33, 34</u>	<u>Sections: -</u>
<u>Eidsvold Township</u>	<u>Sections: 36</u>	<u>Sections: -</u>
<u>Fairview Township</u>	<u>Sections: 19, 20, 21, 27, 28, 29, 30, 31, 32, 33, 34</u>	<u>Sections: 28, 29, 30, 31, 32, 33</u>
<u>Grandview Township</u>	<u>Sections: 4, 5, 6, 7, 8, 9, 10, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 33, 34, 35, 36</u>	<u>Sections: 25, 26, 35, 36</u>
<u>Lake Marshall Township</u>	<u>Sections: 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 34, 35, 36</u>	<u>Sections: 4, 5, 6, 7, 8, 9, 16, 17, 18</u>
<u>Lynd Township</u>	<u>Sections: 1, 2, 3, 10, 11, 12, 13, 14, 24</u>	<u>Sections: 1, 2, 11, 13</u>
<u>Nordland Township</u>	<u>Sections: 1, 2, 11, 12, 13, 14, 23, 24</u>	<u>Sections: -</u>
<u>Sodus Township</u>	<u>Sections: 2, 7, 12</u>	<u>Sections: -</u>
<u>Westerheim Township</u>	<u>Sections: 29, 30, 31, 32, 33</u>	<u>Sections: -</u>

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL

_____.

Presiding Officer

Attest

Robert Byrnes, Mayor, City of
Marshall

Steven Anderson, City Clerk, City of
Marshall

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

IN THE MATTER OF:

Docket No. 252

Order No. 645

The approval of zoning regulations for
the Southwest Minnesota Regional
Airport

**FINDINGS, CONCLUSIONS AND
ORDER**

FINDINGS

1. The Marshall-Lyon County Joint Airport Zoning Board has drafted the "SOUTHWEST MINNESOTA REGIONAL AIRPORT SAFETY ZONING ORDINANCE" based upon accepted airport standards and practices and consistent with "AERONAUTICS RULES CHAPTER 8800".
2. A public hearing on the proposed "SOUTHWEST MINNESOTA REGIONAL AIRPORT SAFETY ZONING ORDINANCE" was held on September 5, 2023, giving parties in interest and citizens an opportunity to be heard. Notice of this hearing was published twice during the period between 15 days and 5 days before the hearing in an official newspaper of the jurisdiction. The joint airport zoning board found no second newspaper of wide circulation in the area affected by the proposed regulations. No notices were published in the legal section of the newspaper.
3. In accordance with the requirements of Minnesota Statutes, Section 360.065, Subd. 1, notice of the hearing was sent by mail to each political subdivision in which property affected by the regulations is located.
4. Notice was sent by mail at least 10 days before the hearing to persons owning land proposed to be included in safety zone A or B as provided in the rules of the Department of Transportation and to persons or municipalities that had previously requested such notice.
5. A copy of the notice and a list of the owners and addresses to which the notice was sent was attested to by the responsible person and made a part of the records of the proceedings.
6. The proposed "SOUTHWEST MINNESOTA REGIONAL AIRPORT SAFETY ZONING ORDINANCE" was made available for public inspection during regular business hours at the Marshall City Hall as well as on the internet from August 25, 2023 to the date of the hearing.

CONCLUSIONS

1. Adoption of the proposed "SOUTHWEST MINNESOTA REGIONAL AIRPORT SAFETY ZONING ORDINANCE" is necessary for both the operation of the Airport and the safety of both the public frequenting that airport and the occupants of land in its vicinity.
2. A bona fide effort to comply with the requirements of Minnesota Statutes, Section 360.065, Subd. 1, was made prior to the approval of the proposed "SOUTHWEST MINNESOTA REGIONAL AIRPORT SAFETY ZONING ORDINANCE".

Based upon the foregoing Findings and Conclusions, the substantial evidence contained in the record, and the applicable law, the Director of the Office of Aeronautics of the Department of Transportation of the State of Minnesota, issues the following:

ORDER

The proposed "SOUTHWEST MINNESOTA REGIONAL AIRPORT SAFETY ZONING ORDINANCE" is hereby approved.

**BY ORDER OF THE DIRECTOR OF
THE OFFICE OF AERONAUTICS OF THE DEPARTMENT OF
TRANSPORTATION OF THE STATE OF MINNESOTA**

Ryan Gaug

Digitally signed by Ryan
Gaug
Date: 2024.01.23 14:45:48
-06'00'

Ryan E. Gaug
Director, Office of Aeronautics
Minnesota Department of Transportation

DATE: January 23, 2024

**RESOLUTION OF THE
SOUTHWEST MINNESOTA REGIONAL AIRPORT (MML)
JOINT AIRPORT ZONING BOARD AS TO
FINAL ADOPTION OF A ZONING ORDINANCE**

At a meeting of the above Board held on February 6, 2024, Member Doom made a motion, seconded by Member Halgerson, introduced the following Resolution and moved its adoption.

WHEREAS, A public hearing has been held on a proposed zoning ordinance on September 5, 2023, pursuant to Minnesota Statutes Section 360.065; and

WHEREAS, No changes in said proposed ordinance are necessary.

NOW, THEREFORE, It is hereby resolved as follows:

1. That the Zoning Ordinance and Map attached thereto are hereby adopted.

ROLL CALL

Members voting aye: Doom, Halgerson, Vlaminck, Prellwitz

Members voting nay: _____

Members absent: Mortier

Resolution declared passed: 
Jason R. Anderson, P.E. - Chairperson

I hereby certify that the foregoing resolution is a true and correct copy of the original resolution.


Jason R. Anderson, P.E. - Chairperson

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Jason Anderson
Meeting Date:	Tuesday, June 25, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Request for Street Closure for Arts & Living Festival (09/28/2024-Saturday)
Background Information:	<p>The City has received the attached request from the Marshall CVB for the closure of Marvin Schwan Memorial Drive from W College Drive to S 1st Street on Saturday, 09/28/2024, from 9 am to 3 pm for the Arts & Living Festival.</p> <p>The S 1st Street/Marvin Schwan Memorial Drive intersection will remain open during the event.</p>
Fiscal Impact:	Staff time.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council authorize the closure of Marvin Schwan Memorial Drive from W College Drive to S 1 st Street on Saturday, 09/28/2024, from 9 am to 3 pm for the Arts & Living Festival.



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

Applicant Name: Visit Marshall / Marshall CVB

Applicant Address: 1651 Victory Drive

Contact Person: Cassi Weiss Phone/Cell#: 612-590-9581

Address of Request: Marvin Schwan Memorial Drive from W College Dr to 1st Street. (1st street intersection can stay open)

Reason for Request: Arts & Living Festival

Start Date of Request: September 28th Start Time: 9am am/pm

End Date of Request: September 28th End Time: 3pm am/pm

Brief Description of Area Requested for Private Use/Closure (attach map): We will have Art Vendors & Historical reenactors set up on the street as well as stage for live music, we will work in partnership with the Farmers Market for this week.

Does the request involve Mn/DOT Right-of-Way? Yes ☐ No ☒

The Applicant agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise and to all property, arising out of, resulting from or in any manner connected with the operation of the event.

The Applicant agrees to indemnify the City, its agents and employees from all such claims including, without limiting the generality of the foregoing claims for which the City may be or may be claimed to be liable, and legal fees and disbursements paid or incurred to enforce the provisions this paragraph.

The Applicant will be responsible for any damage done to the public property as a result of the event activities, damages payable upon receipt of invoice.

It is the responsibility of the Applicant to install and maintain the appropriate traffic control devices during the closure period. Traffic control devices shall be in conformance with the Minnesota Manual on Uniform Traffic Control Devices, MUTCD.

If the event or private use area occurs within Mn/DOT right-of-way:

1. Participants and event officials will obey all Minnesota Laws pertaining to the use of Highway Rights of Way.
2. The event officials will notify the Minnesota State Patrol of the proposed event and will provide law enforcement officers to control and/or detour trunk highway traffic affected by the event.

6/5/24
Date

Cassi Weiss
Signature of Applicant

Digitally signed by Cassi Weiss
Date: 2024.06.05 12:15:07 -05'00'

CLICK TO SEND TO PUBLIC WORKS

RECOMMENDATION

Minnesota State Statutes 169.04 states in part that any parade or assemblage on Trunk Highways requires the consent of the Commissioner of Highways (or his delegate). In order to validate this permit, the City must obtain consent from the Commissioner of Highways prior to approval of this permit (a copy of which is attached).

RECOMMENDATION: _____

Special Provisions: _____

Date Director of Public Works/City Engineer

=====

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

According to Section 62-6 of the Code of Ordinances, permit granted by the Common Council of the City of Marshall this _____ day of _____, 20_____.

ATTEST:

City Clerk Mayor of the City of Marshall, MN

Attachments

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

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Jim Marshall
Meeting Date:	Tuesday, June 25, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider authorization to declare vehicles as surplus property for the Marshall Police Department.
Background Information:	These vehicles have been abandoned or seized by the Marshall Police Department and have gone through the notification processes and required periods for disposal.
Fiscal Impact:	These vehicles will be auctioned on-line at the state site, sold, or will be taken to Alters for disposal.
Alternative/ Variations:	
Recommendations:	That these vehicles be declared as surplus property by the City of Marshall.

04 Chev Monte Carlo	MHA 024	2G1WX15K84945608	Abandoned
05 Chevy Equinox	JWC 013	2CNDL73F956157182	Abandoned
03 Chrysler Town and Country	JWC 418	2C4GP74L73R113770	Abandoned
03 Chev Malibu	594 VML	1G1ND5ZJ53M737505	Abandoned
07 Chev Uplander	ECF 613	1GNDV23WD7D189256	Abandoned
05 Toyota Camry	LPJ 421	4T1BE32K15U05767	Abandoned
15 Chevy Impala	JGW 144	2G1WB5E33F1157175	Abandoned
02 Honda Civic	ATN 517	1HGES165221023677	Abandoned
09 Ford Focus	BYA 385	1FAHP36N69W214753	Abandoned

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Jim Marshall
Meeting Date:	Tuesday, June 25, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Military Surplus Equipment Program
Background Information:	<p>The Military Surplus Program, also known as the 10-33 Program, allows for the United States Government to surplus unneeded equipment that can be transferred to and used by law enforcement agencies. The City of Marshall is a member of the Brown, Lyon, Redwood, and Renville Drug Task Force and Emergency Response Unit. Other participating agencies have received armored vehicles to help in a response to an emergency incident. By participating in the 10-33 program, The City of Marshall would be able to apply for and obtain a tactical vehicle that would be used and stored in the City of Marshall. The City of Marshall has utilized a surplus ambulance that has had significant mechanical issues and is nearing the end of its operational life.</p> <p>Any transfer and maintenance expenses associated with equipment obtained through the 10-33 program would be done through the Joint Powers Agreement with the participating agencies.</p> <p>Acquiring property through the 10-33 program requires law enforcement to provide notification to our City Council of its intent to request property from the United States military and provide our council an opportunity to review any requests.</p>
Fiscal Impact:	None
Alternative/ Variations:	
Recommendations:	Approval for the City of Marshall to participate in the 10-33 program to obtain a tactical vehicle for the Emergency Response Unit.

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Karla Drown
Meeting Date:	Tuesday, June 25, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourage the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	The following bills and project payments be authorized for payment.



Marshall, MN

Council Check Report

By Vendor Name

Date Range: 06/14/2024 - 06/25/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
4549	A & B BUSINESS, INC	06/21/2024	EFT	0.00	2,369.60	16834
3764	A & M CONSTRUCTION	06/21/2024	Regular	0.00	7,175.00	124588
6128	ACTION COMPANY LLC	06/14/2024	EFT	0.00	105.00	16794
6128	ACTION COMPANY LLC	06/21/2024	EFT	0.00	734.27	16835
6412	AG PLUS COOPERATIVE	06/14/2024	EFT	0.00	2,775.04	16795
0567	ALEX AIR APPARATUS 2 LLC	06/21/2024	EFT	0.00	3,525.20	16836
5119	ALL FLAGS, LLC	06/21/2024	EFT	0.00	415.56	16837
0578	AMAZON CAPITAL SERVICES	06/14/2024	EFT	0.00	244.17	16796
0578	AMAZON CAPITAL SERVICES	06/21/2024	EFT	0.00	1,421.32	16838
3761	AMERICAN BOTTLING CO.	06/21/2024	Regular	0.00	240.30	124589
7263	AMERICAN NATIONAL RED CROSS & ITS CONSTI	06/21/2024	Regular	0.00	300.00	124590
2701	ANDERSON, JASON	06/21/2024	EFT	0.00	122.50	16839
7675	ANDERSON, SHIRLEY	06/21/2024	Regular	0.00	500.00	124591
0658	AP DESIGN, INC. / NICHOLAS J SCHWARZ OR JILI	06/21/2024	EFT	0.00	240.00	16840
7673	ARCHER DANIELS MIDLAND	06/21/2024	Regular	0.00	49.31	124592
0630	ARCTIC GLACIER	06/14/2024	Regular	0.00	968.41	124560
0630	ARCTIC GLACIER	06/21/2024	Regular	0.00	436.60	124593
7671	ARNDORFER, TANYA	06/21/2024	Regular	0.00	100.00	124594
0629	ARNOLD MOTOR SUPPLY, LLP	06/14/2024	EFT	1.54	75.45	16797
0629	ARNOLD MOTOR SUPPLY, LLP	06/21/2024	EFT	1.54	75.45	16841
6883	AT&T MOBILITY II LLC	06/14/2024	Regular	0.00	38.23	124561
5702	B & H PHOTO & ELECTRONICS CORP	06/21/2024	EFT	0.00	8,032.46	16842
1126	BDG INC.	06/21/2024	EFT	0.00	120.00	16843
7665	BELL, MANSI	06/21/2024	Regular	0.00	50.00	124595
0688	BELLBOY CORPORATION	06/14/2024	EFT	0.00	6,220.74	16798
0689	BEND RITE CUSTOM FABRICATION, INC.	06/21/2024	Regular	0.00	104.00	124596
6471	BERGANKDV LTD	06/21/2024	EFT	0.00	32,000.00	16844
0699	BEVERAGE WHOLESALERS, INC.	06/14/2024	Regular	0.00	84,640.27	124562
0699	BEVERAGE WHOLESALERS, INC.	06/21/2024	Regular	0.00	35,559.84	124597
6482	BLOMBERG, GRANT	06/21/2024	EFT	0.00	425.00	16845
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	06/20/2024	Bank Draft	0.00	7,729.47	DFT0003891
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	06/20/2024	Bank Draft	0.00	1,472.28	DFT0003892
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	06/20/2024	Bank Draft	0.00	56,498.96	DFT0003893
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	06/20/2024	Bank Draft	0.00	4,870.60	DFT0003894
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	06/20/2024	Bank Draft	0.00	7,729.47	DFT0003933
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	06/20/2024	Bank Draft	0.00	1,472.28	DFT0003934
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	06/20/2024	Bank Draft	0.00	56,498.38	DFT0003935
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	06/20/2024	Bank Draft	0.00	4,870.55	DFT0003936
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	06/20/2024	Bank Draft	0.00	7,316.97	DFT0003958
0724	BOLTON & MENK INC	06/21/2024	EFT	0.00	13,021.50	16846
0726	BORCH'S SPORTING GOODS, INC.	06/21/2024	EFT	0.00	349.94	16847
3829	BRAU BROTHERS	06/14/2024	EFT	0.00	232.00	16799
3829	BRAU BROTHERS	06/21/2024	EFT	0.00	440.00	16848
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	06/14/2024	Regular	0.00	9,217.77	124565
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	06/21/2024	Regular	0.00	4,074.76	124598
0799	CARLOS CREEK WINERY, INC	06/21/2024	Regular	0.00	774.00	124600
0815	CATTOOR OIL COMPANY, INC	06/21/2024	EFT	0.00	3,454.53	16849
7662	CENTRAL SPECIALTIES INC.	06/21/2024	Regular	0.00	195,962.62	124601
0836	CHARTER COMMUNICATIONS, LLC	06/14/2024	EFT	0.00	46.99	16800
0836	CHARTER COMMUNICATIONS, LLC	06/21/2024	EFT	0.00	111.53	16850
5733	CLARITY TELECOM, LLC	06/14/2024	EFT	0.00	439.07	16801
5733	CLARITY TELECOM, LLC	06/21/2024	EFT	0.00	319.55	16851
6294	CREDIT BUREAU OF ALEXANDRIA	06/21/2024	EFT	0.00	74.00	16852
0920	CULLIGAN WATER CONDITIONING OF MARSHAI	06/21/2024	Regular	0.00	127.75	124602

Council Check Report

Date Range: 06/14/2024 - 06/25/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0934	D & G EXCAVATING INC	06/21/2024	EFT	0.00	1,280.00	16853
3819	DACOTAH PAPER CO	06/14/2024	EFT	18.22	1,803.83	16802
3819	DACOTAH PAPER CO	06/21/2024	EFT	3.88	408.60	16854
7102	DAHLHEIMER BEVERAGE	06/14/2024	EFT	0.00	1,434.95	16803
7655	DALLE, CRESTON	06/14/2024	Regular	0.00	750.00	124568
6204	DAVEY TREE EXPERT COMPANY	06/21/2024	Regular	0.00	2,756.00	124603
7406	DECOMM VENTURES, LP	06/21/2024	EFT	0.00	1,400.00	16855
7657	DEX SUSTAINABLES INC	06/14/2024	Regular	0.00	990.00	124569
7674	DIANE LANOYE	06/21/2024	Regular	0.00	500.00	124604
5731	DOLL DISTRIBUTING LLC	06/14/2024	EFT	0.00	34,119.41	16804
5731	DOLL DISTRIBUTING LLC	06/21/2024	EFT	0.00	12,986.87	16856
4126	DOOM & CUYPER CONSTRUCTION	06/21/2024	EFT	0.00	2,474.34	16857
1020	DUININCK, INC.	06/21/2024	EFT	0.00	834.73	16858
1035	ECOLAB PEST ELIMINATION SERVICES	06/21/2024	EFT	0.00	960.03	16859
1037	ECOWATER SYSTEMS	06/21/2024	EFT	0.00	33.00	16860
1047	ELECTRIC PUMP INC	06/21/2024	EFT	0.00	100,994.00	16861
7181	ENTERPRISE FLEET MANAGEMENT TRUST	06/20/2024	Bank Draft	0.00	17,996.56	DFT0004036
1090	FASTENAL COMPANY	06/21/2024	EFT	0.00	400.02	16862
5780	FIRE CATT, LLC	06/21/2024	EFT	0.00	5,632.25	16863
6770	GALLAGHER BENEFIT SERVICES, INC	06/21/2024	EFT	0.00	1,000.00	16864
1158	GALLS INC	06/14/2024	EFT	0.00	463.26	16805
1158	GALLS INC	06/21/2024	EFT	0.00	156.99	16865
7640	GARVIN HEIGHTS VINEYARDS, LLC	06/14/2024	Regular	0.00	164.04	124570
1167	GENESIS LAMP CORP.	06/21/2024	Regular	0.00	3,120.00	124605
6478	GOPHER STATE ONE CALL	06/14/2024	EFT	0.00	253.80	16806
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	06/14/2024	EFT	0.00	292.00	16807
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	06/21/2024	EFT	0.00	2,690.31	16866
1201	GRAINGER INC	06/21/2024	EFT	0.00	44.25	16867
1215	GREENWOOD NURSERY	06/21/2024	EFT	0.00	21,109.60	16868
3565	HANSON, ERIC	06/21/2024	EFT	0.00	122.50	16869
7670	HARTNER, COURTNEY	06/21/2024	Regular	0.00	80.00	124606
1256	HAWKINS INC	06/21/2024	EFT	0.00	30,741.32	16870
6430	HEARTLAND ELECTRIC, INC	06/21/2024	Regular	0.00	3,048.52	124607
5825	HEFTY SEED CO	06/21/2024	Regular	0.00	1,348.93	124608
1271	HENLE PRINTING COMPANY	06/21/2024	EFT	0.00	452.32	16871
4885	HORIZON COMMERCIAL POOL SUPPLY	06/21/2024	EFT	0.00	9,027.40	16872
1311	HY-VEE ACCOUNTS RECEIVABLE	06/14/2024	Regular	0.00	16.97	124571
1325	ICMA RETIREMENT TRUST #300877	06/14/2024	EFT	0.00	50.00	16808
1325	ICMA RETIREMENT TRUST #300877	06/21/2024	EFT	0.00	50.00	16873
7656	INTUITION BREWING	06/14/2024	Regular	0.00	323.84	124572
7652	ITL PATCH CO	06/14/2024	Regular	0.00	1,062.00	124573
6458	J & M AIRCRAFT SUPPLY, INC	06/21/2024	Regular	0.00	515.12	124609
1399	JOHNSON BROTHERS LIQUOR COMPANY	06/14/2024	EFT	0.00	23,696.02	16812
1399	JOHNSON BROTHERS LIQUOR COMPANY	06/21/2024	EFT	0.00	9,696.33	16874
2036	JOHNSON BROTHERS LIQUOR COMPANY	06/14/2024	EFT	0.00	15,824.58	16809
2036	JOHNSON BROTHERS LIQUOR COMPANY	06/21/2024	EFT	0.00	8,660.70	16876
2605	JOHNSON BROTHERS LIQUOR COMPANY	06/14/2024	EFT	0.00	496.94	16810
5447	JOHNSON BROTHERS LIQUOR COMPANY	06/14/2024	EFT	0.00	2,597.50	16811
5447	JOHNSON BROTHERS LIQUOR COMPANY	06/21/2024	EFT	0.00	1,298.90	16875
7659	JOHNSON, RON	06/14/2024	Regular	0.00	500.00	124574
6199	JONES, DAVID	06/21/2024	Regular	0.00	200.00	124610
7664	JONES, LAURA	06/21/2024	Regular	0.00	50.00	124611
3564	KESTELOOT ENTERPRISES, INC	06/21/2024	EFT	0.00	168.18	16877
5095	KIBBLE EQUIPMENT LLC	06/21/2024	EFT	0.00	29.24	16878
7668	KIRCHNER, STUART	06/21/2024	Regular	0.00	400.00	124612
6944	KIRI ANN FAUL	06/21/2024	EFT	0.00	1,330.00	16879
4140	KRUSE FORD-LINCOLN-MERCURY, INC	06/21/2024	EFT	0.00	374.99	16880
7669	KWIK TRIP INC	06/21/2024	Regular	0.00	2,145.00	124613
5138	L & A SYSTEMS, LLC	06/21/2024	EFT	0.00	1,165.90	16881
3906	LALEMAN, GARY	06/21/2024	EFT	0.00	300.00	16882
3653	LANGUAGE LINE SERVICES	06/14/2024	EFT	0.00	969.92	16813

Council Check Report

Date Range: 06/14/2024 - 06/25/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
7653	LAPORTE, VINCENT	06/14/2024	Regular	0.00	500.00	124575
5836	LEIBRFRIED, JEFF	06/21/2024	Regular	0.00	500.00	124614
5363	LEXIPOL, LLC	06/21/2024	EFT	0.00	4,482.49	16883
1508	LOCKWOOD MOTORS INC	06/21/2024	EFT	0.00	21.90	16884
1545	LYON COUNTY HIGHWAY DEPARTMENT	06/14/2024	EFT	0.00	11,184.44	16814
1552	LYON COUNTY RECORDER	06/14/2024	EFT	0.00	82.40	16815
1552	LYON COUNTY RECORDER	06/21/2024	EFT	0.00	93.65	16885
1555	LYON LINCOLN ELECTRIC COOPERATIVE INC	06/21/2024	Regular	0.00	45.68	124615
6292	MADDEN, GALANTER, HANSEN, LLP	06/14/2024	EFT	0.00	193.50	16816
1618	MARSHALL DECORATING CENTER	06/21/2024	Regular	0.00	87.98	124616
1623	MARSHALL INDEPENDENT, INC	06/21/2024	Regular	0.00	77.00	124617
1623	MARSHALL INDEPENDENT, INC	06/21/2024	Regular	0.00	1,822.74	124618
7676	MARSHALL LIONS CLUB	06/21/2024	Regular	0.00	468.00	124620
5813	MARSHALL LUMBER CO	06/21/2024	EFT	75.00	690.56	16886
1631	MARSHALL MACHINE SHOP INC	06/21/2024	EFT	0.00	96.00	16887
1633	MARSHALL MUNICIPAL UTILITIES	06/14/2024	EFT	0.00	10,013.83	16817
1633	MARSHALL MUNICIPAL UTILITIES	06/21/2024	EFT	0.00	77,815.98	16888
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	06/14/2024	EFT	0.00	357.81	16818
3545	MARSHALL RADIO	06/14/2024	EFT	0.00	2,200.00	16819
1654	MARTIN-MARIETTA AGGREGATES	06/14/2024	Regular	0.00	2,299.03	124576
1683	MCFOA	06/21/2024	Regular	0.00	50.00	124621
7077	MEDSURETY, LLC	06/14/2024	Bank Draft	0.00	192.31	DFT0003997
4980	MENARDS INC	06/21/2024	EFT	0.00	586.26	16891
6175	METROPOLITAN COMPOUNDS, INC	06/21/2024	Regular	0.00	559.45	124622
7625	MICHAEL SORENSON MUSIC LLC	06/21/2024	Regular	0.00	1,608.00	124623
1711	MID-AMERICAN RESEARCH CHEMICAL	06/14/2024	Regular	0.00	175.24	124577
7666	MINISTERIO INTERNACIONAL BAJO EL MANTO I	06/21/2024	Regular	0.00	100.00	124624
1784	MINNESOTA DEPARTMENT OF TRANSPORTATIC	06/14/2024	Regular	0.00	202.86	124578
7422	MINNESOTA STATE ARMORY BUILDING COMMI	06/21/2024	Regular	0.00	17.97	124625
1807	MN MUNICIPAL BEVERAGE ASSOCIATION	06/14/2024	Regular	0.00	5,700.00	124579
1864	MONTES ELECTRIC INC	06/21/2024	Regular	0.00	2,446.38	124626
1945	NORM'S GTC	06/21/2024	Regular	0.00	206.40	124628
6463	OFFICE OF MNIT SERVICES	06/21/2024	Regular	0.00	709.62	124629
5891	ONE OFFICE SOLUTION	06/21/2024	EFT	0.00	15.04	16892
3809	O'REILLY AUTOMOTIVE STORES, INC	06/21/2024	EFT	0.00	253.39	16893
7661	PACE ANALYTICAL SERVICES LLC	06/21/2024	Regular	0.00	483.00	124630
5205	PAINTED PRAIRIE VINEYARD, LLC	06/21/2024	EFT	0.00	156.00	16894
2221	PARSONS, DAVE	06/14/2024	EFT	0.00	417.30	16820
1243	PATZERS INC	06/21/2024	EFT	0.00	180.23	16895
2019	PAUSTIS WINE COMPANY	06/14/2024	EFT	0.00	4,018.25	16821
5707	PAYPAL INC	06/17/2024	Bank Draft	0.00	29.99	DFT0004035
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	06/14/2024	EFT	0.00	40.50	16822
7053	PERFORMANCE FOOD GROUP, INC.	06/21/2024	Regular	0.00	196.62	124631
3557	POMP'S TIRE SERVICE, INC.	06/21/2024	EFT	0.00	258.98	16896
6166	PULVER MOTOR SVC, LLC	06/21/2024	EFT	0.00	80.00	16897
7322	QUADIENT FINANCE USA, INC	06/14/2024	Regular	0.00	600.00	124580
2096	QUARNSTROM & DOERING, PA	06/14/2024	EFT	0.00	600.00	16823
7498	RMB ENVIRONMENTAL LABORATORIES, INC.	06/21/2024	EFT	0.00	1,540.00	16898
0707	ROADSIDE DEVELOPERS INC	06/21/2024	Regular	0.00	225.00	124632
5006	RUNCHEY, LOUWAGIE & WELLMAN	06/21/2024	Regular	0.00	885.00	124633
2201	RUNNING SUPPLY, INC	06/21/2024	EFT	0.00	564.48	16899
7616	SCHILLING, RON	06/21/2024	Regular	0.00	500.00	124634
4939	SCP DISTRIBUTORS LLC	06/21/2024	EFT	0.00	265.00	16900
5995	SHADES OF THE PAST OF MARSHALL INC	06/21/2024	Regular	0.00	400.00	124635
0137	SHERWIN WILLIAMS	06/21/2024	Regular	0.00	989.10	124636
4009	SKY PRINTING, INC.	06/14/2024	Regular	0.00	835.80	124581
6735	SMALL LOT COOP, LLC	06/14/2024	EFT	0.00	1,993.83	16824
7644	SOEHL, STUART & JEAN	06/14/2024	Regular	0.00	580.00	124582
4855	SOUTHERN GLAZER'S	06/14/2024	EFT	0.00	25,383.50	16825
4855	SOUTHERN GLAZER'S	06/21/2024	EFT	0.00	6,819.45	16901
2311	SOUTHWEST GLASS CENTER, INC	06/21/2024	EFT	0.00	4,724.00	16902

Council Check Report

Date Range: 06/14/2024 - 06/25/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2318	SOUTHWEST SANITATION INC.	06/14/2024	EFT	0.00	4,448.74	16826
7663	SPEEDEE DELIVERY SERVICE, INC	06/21/2024	Regular	0.00	22.27	124637
5922	SRF CONSULTING GROUP, INC.	06/21/2024	EFT	0.00	1,771.20	16903
7660	STANTEC CONSULTING SERVICES INC.	06/21/2024	Regular	0.00	25,625.00	124638
6800	STOCKWELL ENGINEERS	06/14/2024	EFT	0.00	134,230.00	16827
7654	SUMMIT LOCATIONS LLC	06/14/2024	Regular	0.00	116.00	124583
6277	TALKING WATERS BREWING CO, LLC	06/21/2024	EFT	0.00	605.00	16904
6137	TEIGS LAWN CARE & LANDSCAPING, LLC	06/21/2024	Regular	0.00	40.00	124639
4734	TESSMAN COMPANY	06/21/2024	EFT	0.00	683.36	16905
0875	THE COMPUTER MAN INC	06/14/2024	EFT	0.00	2,337.10	16828
0875	THE COMPUTER MAN INC	06/21/2024	EFT	0.00	581.00	16906
7279	TITAMBE WEST AFRICAN DANCE ENSEMBLE	06/14/2024	Regular	0.00	4,500.00	124584
2429	TKDA	06/21/2024	EFT	0.00	40,121.12	16907
5329	TRI-STATE POWER SOLUTIONS, INC.	06/14/2024	EFT	0.00	107.10	16829
6786	TRUCK CENTER COMPANIES EAST LLC	06/21/2024	EFT	0.00	3,754.77	16908
6156	TRUE BRANDS	06/14/2024	EFT	0.00	311.21	16830
6156	TRUE BRANDS	06/21/2024	EFT	0.00	332.05	16909
5023	US GEOLOGICAL SURVEY	06/14/2024	EFT	0.00	4,435.50	16831
2511	USA BLUE BOOK	06/21/2024	EFT	0.00	221.39	16910
4429	VANGUARD APPRAISALS, INC.	06/21/2024	Regular	0.00	9,487.50	124640
7658	VANKEULEN, GRANT	06/14/2024	Regular	0.00	500.00	124585
4489	VERIZON WIRELESS	06/14/2024	EFT	0.00	35.01	16832
4489	VERIZON WIRELESS	06/21/2024	EFT	0.00	39.02	16911
4489	VERIZON WIRELESS	06/21/2024	EFT	0.00	440.13	16912
6113	VERSA-VEND VENDING INC	06/21/2024	EFT	0.00	485.16	16913
6694	VESTIS GROUP, INC.	06/14/2024	Regular	0.00	126.94	124586
2538	VIKING COCA COLA BOTTLING CO.	06/14/2024	EFT	0.00	1,084.55	16833
2538	VIKING COCA COLA BOTTLING CO.	06/21/2024	EFT	0.00	833.05	16914
6791	WALMART	06/14/2024	Regular	0.00	126.75	124587
6791	WALMART	06/21/2024	Regular	0.00	246.97	124641
2595	WESTERN PRINT GROUP	06/21/2024	EFT	0.00	1,427.50	16915
7440	WING, ANDREA	06/21/2024	Regular	0.00	150.00	124642

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	130	76	0.00	422,501.58
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	12	12	0.00	166,677.82
EFT's	306	120	100.18	728,628.58
	448	208	100.18	1,317,807.98

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	130	76	0.00	422,501.58
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	12	12	0.00	166,677.82
EFT's	306	120	100.18	728,628.58
	448	208	100.18	1,317,807.98

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	6/2024	1,317,807.98
			1,317,807.98

CITY OF MARSHALL, MINNESOTA
PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS
6/25/2024

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2022 Prior Payments	2023 Prior Payments	2024 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE
CH1	494-43300-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	749,360.00	5,779,560.00	66,794.00			11,822.00	-	100.00%
ST-009	481-43300-55170	3/14/2023	W. Lyon Street/N. 3rd Street Reconstruction	R & G Construction Co.	3,845,497.31	41,277.51	3,886,774.82		3,518,016.32	220,377.96	37,761.56	330,996.94	91.48%
PK-092	481-45200-55120	4/11/2023	Amateur Sports Center Shelter & Storage-Ball Field	Doom & Cuyper's Construction, Inc.	171,642.00	6,078.00	177,720.00		177,000.00		-	-	100.00%
AP-007	480-43400-55170	2022	Crack Filling w/Sealcoat	City Staff - Street/Airport	75,000.00		75,000.00	51,540.63			720.00	23,459.37	68.72%
AP-003	482-43400-55120	2/13/2024	SRE Building	Sussner Construction	2,913,100.00		2,913,100.00					2,913,100.00	0.00%
ST-012	482-43300-55170	2/27/2024	S Whitney (E College to Jean)	D & G Excavating	1,565,706.60		1,565,706.60		344,633.93		18,138.63	1,547,567.97	1.16%
ST-001	101-43300-53425	3/26/2024	Chip Seals	Pearson Bros., Inc.	132,504.60		132,504.60					132,504.60	0.00%
ST-002	495-43300-55170	3/26/2024	Bituminous Overlay on Various City Streets	Central Specialties Inc.	587,422.58		587,422.58			195,332.62	10,280.66	381,809.30	35.00%
ST-010	482-43300-55170	4/23/2024	Lyon Circle Reconstruction	A&C Excavating, LLC	161,580.80		161,580.80					161,580.80	0.00%
PK-015	482-45200-55170	4/23/2024	Independence Park parking lot (back)	Town & Country Excavating LLC	197,216.00		197,216.00					197,216.00	0.00%
				14,679,869.89	796,715.51	15,476,585.40	118,334.63	3,695,016.32	565,011.89	196,052.62	78,002.85	5,688,234.98	

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Lauren Deutz
Meeting Date:	Tuesday, June 25, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Pre-Development Agreement Tapestry Companies
Background Information:	<p>The city of Marshall has recently been working with an established developer on the potential development of a 60-unit affordable family apartment complex on London Road.</p> <p>The developer will be applying for the MN Housing Tax Credit funding to support project costs which would allow the units to be at or below 50% AMI.</p> <p>The City's most recent Housing Study, completed in 2021, indicated a need for 75 shallow-subsidy units, and 128 deep-subsidy units through 2030.</p> <p>A Pre-Development Agreement (PDA) would give the developer the option to acquire the property for \$325,000 and a cash incentive of \$325,000 will be made to the developer. The EDA also approved the use of \$10,000 of the Statewide Affordable Housing Aid. The developer is also required to complete the Paris Road extension and in turn, the City would provide \$500,000 in Pooled TIF funds to support the project. The PDA also supports the developer's application to MN Housing.</p>
Fiscal Impact:	If developed, tax capacity generated
Alternative/ Variations:	Do not proceed with PDA
Recommendations:	Approved Pre-Development Agreement between the City of Marshall and RLIC Land Holdings, LLC, with a termination date of January 31, 2025.

PRELIMINARY DEVELOPMENT AGREEMENT

THIS PRELIMINARY DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2024 (the “Effective Date”), by the City of Marshall, Minnesota, a Minnesota municipal corporation (the “City”), the Economic Development Authority in and for the City of Marshall, Minnesota, a public body corporate and politic under the laws of Minnesota (the “EDA”), and Marshall Family Housing, LP, a Delaware limited partnership, together with any related entity, affiliate, successor or assign (the “Developer”).

WITNESSETH:

WHEREAS, the Developer and the City have been engaged in informal discussions regarding the possible development of a portion of certain land owned by the City, including approximately five (5) acres of the parcel identified as 27-819005-0, located on London Rd in the City, which parcel is depicted in **Exhibit A** (the “Property”); and

WHEREAS, the Developer proposes to acquire and develop the Property by constructing thereon a 60-unit affordable family apartment complex (the “Project”), and in connection therewith, the City proposes construction by the Developer of an extension of Paris Rd from London Rd to Channel Parkway, including any required utility extensions (the “Infrastructure Improvements”); and

WHEREAS, the Developer has indicated that it is seeking business subsidy assistance or financial incentives from the City and/or the EDA to offset a portion of the costs associated with the proposed acquisition of the Property and construction of the Project thereon (the “Development”) and construction of the Infrastructure Improvements, including cash contributions by the City for use by the Developer in connection with the Development and Infrastructure Improvements, assistance in obtaining an energy rebate, and waiver of park dedication fees, and thereby make the Development feasible; and

WHEREAS, the City and the EDA are willing to discuss with the Developer any such subsidies or incentives, including those described in the prior paragraph, which may be available for the Development; however, nothing herein shall be interpreted as an approval or guarantee of any future public financial assistance, including but not limited to tax increments, tax abatement, business subsidies, or any other public assistance authorized by law; and

WHEREAS, various ordinance, land use, zoning, and subdivision issues and actions related to the Development and the Property are required to be approved by the City in order to facilitate the Development by the Developer; and

WHEREAS, the City and EDA agree to cooperate with the Developer to review and to assist the Developer, where deemed appropriate by the City and EDA, with obtaining various ordinance, land use, zoning, and subdivision approvals and actions related to the Development, provided that nothing herein shall be interpreted as an approval or guarantee of any future land use, zoning, or other required City approvals; and

WHEREAS, the City and the EDA are willing to evaluate the proposed Development and work toward all necessary agreements with the Developer if the Developer agrees to make the deposit described herein, which is intended to reimburse the City and the EDA for their actual out-of-pocket costs incurred in connection with this Agreement and the proposed Development; and

WHEREAS, the City intends to convey title to and possession of the Property to the EDA, and upon such conveyance, the EDA intends to immediately convey such title to and possession to the Developer, pursuant to Minnesota Statutes, Section 469.105, as amended; and

WHEREAS, the City and the EDA wish to grant Developer an option to acquire the Property pursuant to a Real Estate Option Agreement (the “Option Agreement”), as set forth in **Exhibit B** attached hereto and made a part hereof, and upon conveyance of title to the Property from the City to the EDA, the EDA intends to grant to Developer, and Developer intends to obtain from the EDA the Property, as set forth herein and under the terms and conditions of the Option Agreement; and

WHEREAS, the City Council of the City and the Board of Commissioners of the EDA have reviewed the Developer’s proposal and the parties propose to enter into this Preliminary Development Agreement to provide the Developer with an exclusive period of negotiation which will allow the Developer to, among other things: (i) refine its proposal and give the City, EDA and the Developer an opportunity to negotiate the terms of a purchase and contract for private development (the “Contract”) containing various requirements necessary to (a) facilitate conveyance of the Property by the City to the EDA, for ultimate conveyance by the EDA to the Developer, (b) construction of the Project on the Property, and (c) and construction of the Infrastructure Improvements, the specific terms and conditions of which are yet to be finalized; (ii) explore the possibility and need for public subsidy for the Development and Infrastructure Improvements, including contributions of cash by the City from available sources including from unobligated tax increment revenues and statewide affordable housing aid, and waiver of park dedication fees; (iii) submit an application for energy efficiency incentives from utilities and other sources, including an energy rebate for the benefit of the Development; (iv) submit an application to the Minnesota Housing Finance Agency (“MHFA”) for an allocation of federal tax credits available to owners of qualified affordable rental housing projects for the Development; and (v) seek approval from the EDA and the City of the final Development; and

WHEREAS, the City, the EDA and Developer intend to proceed with the Development if: (i) a design for the Development and Infrastructure Improvements can be agreed upon by the City, the EDA and the Developer; (ii) a satisfactory agreement can be reached regarding the terms of the purchase by the Developer of the Property; (iii) a satisfactory agreement can be reached regarding the City and/or EDA’s commitment of public financial assistance necessary for the Development; (iv) satisfactory financing for the Development can be secured; (v) the Project is awarded low-income housing tax credits by MHFA sufficient for the Development; (vi) the economic feasibility and soundness of the Development and other necessary preconditions have been determined to the satisfaction of the parties; and (vii) the financial risk to the City and the EDA, if any, is determined to be reasonable.

NOW, THEREFORE, in consideration of the covenants and obligations of the parties hereto, the City, EDA and the Developer hereby agree as follows:

Section 1. Preliminary Nature of Agreement. The City, the EDA and the Developer agree that this Agreement is intended to be preliminary in nature. Before the City, the EDA and the Developer can decide on whether to proceed with the implementation of the Developer's proposal for the Property, it will be necessary to assemble and consider information relative to the design, economics and other aspects of the proposed Development and Infrastructure Improvements. The purpose of this Agreement is to allow the Developer an exclusive opportunity to assemble such necessary information, to refine the above-referenced development proposal, and to negotiate with the City and the EDA concerning the execution of the Contract which, if executed, will set forth the rights and responsibilities of the City, the EDA and the Developer with respect to the Development and Infrastructure Improvements.

Section 2. Present Intent of Parties. (a) It is the intention of the parties that this Agreement memorialize their present understandings and commitments, and if the following conditions can be fulfilled to the satisfaction of the City, the EDA and the Developer, the parties may proceed to use their best efforts to negotiate a mutually satisfactory Contract, which Contract may include conveyance of the Property:

- (i) The Developer demonstrates the market-feasibility of the Development;
 - (ii) The Developer demonstrates that sources of financing for the Development are available to the Developer, and if Developer requests business subsidy assistance or financial incentives from the City or the EDA, such assistance or incentives are necessary to make Developer's development proposal financially feasible and Developer provides security adequate to reasonably justify any such City or EDA investment in the Development;
 - (iii) Resolution of any land use and site design issues with respect to the Development and Infrastructure Improvements; and
 - (iv) The Project is awarded low-income housing tax credits by MHFA sufficient for the Development; and
 - (v) Satisfaction of such other reasonable and customary conditions as are determined to be appropriate by either party.
- (b) Presently, the parties anticipate that the Contract will provide the following terms:
- (i) The City will convey title to and possession of the Property to the EDA, and the EDA will simultaneously convey title to and possession of the Property to the Developer for a purchase price of Three Hundred Twenty-Five Thousand Dollars and No/100 (\$325,000.00), as provided in Section 7 hereof, and subject to satisfaction of contingencies specified in the Contract. The value of the Property shall be determined by a third-party appraiser.
 - (ii) The Developer will construct the Project on the Property, in accordance with the Contract.
 - (iii) The Developer will construct the Infrastructure Improvements, in accordance with City standards, as set forth the Contract.
 - (iv) The City will provide a cash contribution to the Developer, in the amount of Three Hundred Twenty-five Thousand Dollars and 00/100 (\$335,000.00), to pay costs associated with the Development, in accordance with the Contract.
 - (v) The City will provide a cash contribution to the Developer, in the amount of Five Hundred Thousand Dollars and 00/100 (\$500,000.00), to pay costs associated with the Infrastructure Improvements, in accordance with the Contract.
 - (vi) The City and EDA will assist the Developer in applying for an energy rebate in the amount of Thirty-eight Thousand One Hundred Dollars and 00/100 (\$38,100.00) for the benefit of the Development.

The Contract (together with any other agreements entered into between the parties hereto or contemporaneously therewith) when executed will supersede all obligations of the parties hereunder.

shall: Section 3. Developer's Undertakings. During the term of this Agreement, the Developer

(i) Submit to the City and EDA a design proposal to be approved in concept by the City and the EDA showing the location, size, and nature of the Development, including floor layouts, renderings, elevations, and other graphic or written explanations of the Development, and the Infrastructure Improvements meeting City standards; provided, however, such approval shall be for purposes of this Agreement only and shall not constitute approval for purposes of obtaining a building permit or any other purpose;

(ii) Submit to the City and EDA an over-all cost estimate for the design and construction of the Development and Infrastructure Improvements;

(iii) Submit to the City and EDA a proposed schedule for all phases of the Development and Infrastructure Improvements;

(iv) Undertake and obtain such other preliminary economic feasibility studies, income and expense projections, financing commitments and such other economic information as the Developer may desire to further confirm the economic feasibility and soundness of the Development;

(v) Submit to the City and EDA the Developer's financing plan showing that the Development is financially feasible, and, to the extent Developer seeks public financial assistance in any form (including waiver of fees and cash contributions), evidence that such assistance is reasonably necessary to make the Development financially feasible; and

(vi) Submit to the City and EDA pro forma operating and financial data and projections for the Development evidencing the Developer's ability to undertake the Development.

(vii) Cooperate with the City and the EDA in meeting the requirements of any participating governmental entity with respect to the proposed public assistance, including providing to the City such additional information as the City and its fiscal and development consultant, Baker Tilly, may require to allow the City and its financial consultant to undertake a "but for" analysis for purposes of the Minnesota tax increment financing laws; and.

(viii) Negotiate the Contract in accordance with, and subject to, the terms hereof.

The costs of all undertakings by the Developer under this Section 3 shall be borne solely by the Developer. All of the information and materials described in this Section 3 shall be the property of the Developer.

Section 4. City's and EDA's Undertakings. During the term of this Agreement, the City and/or the EDA shall undertake the following:

(i) Make available to the Developer all engineering drawing and other similar materials with respect to the Property, to assist Developer in its efforts under this Agreement;

(ii) Make available City/EDA staff for consultation with respect to the preparation and review of the items described in Section 3 of this Agreement; and

(iii) In the event the Developer requests public financial assistance in connection with the Development and Infrastructure Improvements, the City will cause its fiscal and development consultant, Baker Tilly, to prepare a report for the City and the EDA, utilizing the documentation and information submitted by the Developer pursuant to Section 3, setting forth the following:

1. Whether any public financial assistance requested by the Developer in connection with the Development is appropriate; and

2. Whether there is anticipated to be sufficient cash flow from the Development and other sources of funding to pay all of the costs associated with the Development;

(iv) Review zoning, planning and subdivision implications of the Development, as appropriate;

(v) Grant to the Developer a right of access to the Property for purposes of environmental and soil testing; provided that the Developer shall indemnify, save harmless, and defend the EDA and City, their respective officers, employees, agents, members, officials and representatives from and against any and all claims, actions, damages, liability and expense in connection with personal injury and/or damage to the Property arising from or out of any occurrence in, upon or at the Property caused by the act or omission of the Developer in connection with Developer's entry on the Property. Further, Developer shall not permit any mechanics', materialmens' or other liens to stand against the Property or any part thereof for work or materials furnished to Developer in connection with the right of entry granted pursuant to this Agreement and Developer shall indemnify, defend and hold harmless the EDA and City from and against the same.

(vi) Keep the Developer fully apprised of the status and substance of the foregoing undertakings, as well as the accrued amount of reimbursable expenses described in Section 9 of this Agreement;

(vii) Negotiate the Contract in accordance with, and subject to, the terms hereof.

Section 5. Option Rights. (a) The parties currently anticipate that the Property will be conveyed to the Developer for the purchase price Three Hundred Twenty-Five Thousand Dollars and No/100 (\$325,000.00), subject to satisfaction of contingencies specified in the Contract. As noted in Section 6 hereof, the City and EDA may not sell, or negotiate for the sale of, any portion of the Property to any other person or entity during the term of this Agreement. As consideration for such exclusive rights, the agrees to pay the following amounts (referred to as the "Option Payments") on the following dates:

Payment Required	Payment Due Date
\$162,500.00	On or before March 31, 2025.
\$162,500.00	On the date of closing of the sale by the EDA and purchase by the Developer of the Property

Failure by Developer to make any timely Option Payments as described in this Section will be an event of default permitting termination of this Agreement by the Authority under Section 12 hereof.

(b) If a Contract is executed within the terms of this Agreement, and the Property is conveyed to the Developer in accordance with its terms, the Option Payments paid to date shall be applied against the purchase price of the Property.

(c) If for any reason the Contract is not negotiated and executed within the term of this Agreement or any mutually approved extension thereof, or if this Agreement is terminated pursuant to Section 12 hereof (other than due to breach by the City or the EDA), or if the Contract is terminated pursuant to its terms for any reason (other than due to breach by the City or the EDA) before closing on conveyance of the Property to the Developer, then the City and the EDA shall retain all Options Payments made to the Authority to date. The Developer shall have no rights or interest in any interest earnings on the Option Payments or in the amount retained by the City and EDA under this Section. The substantial terms of this section shall be incorporated in any Contract entered pursuant to this Agreement.

Section 6. Exclusive Development Rights. During the term of this Agreement, the City and the EDA each agree that it will not negotiate or contract with any other party concerning the sale or development of the Property. The Developer shall not assign or transfer its rights under this Agreement in full or in part, or enter into any subcontracts to perform any of its obligations hereunder, without the prior written consent of the City and the EDA.

Section 7. Conveyance Subject to Right of Re-entry. As of the date of this Agreement, the City owns the Property. If a Contract is executed within the terms of this Agreement, the City will convey title to and possession of the Property to the EDA, and the EDA will simultaneously convey title to and possession of the Property to the Developer, subject to all the terms and conditions of the Contract. The EDA's conveyance of the EDA Property to the Developer pursuant to the Contract will be made in the form of a quit claim deed (the "Deed"). The Deed will include a right of re-entry for breach of a condition subsequent in favor of the EDA (the "Right of Re-entry") for the Development. The condition(s) subsequent will be determined by the EDA in accordance with Minnesota Statutes Section 469.105 and set forth in the Deed conveying the EDA Property to the Developer in the form attached to the Contract. If the Developer breaches such condition(s) subsequent with respect to the Development, the Developer shall re-convey the Property back to the EDA. If the Developer fails to re-convey the Property to the EDA, the EDA may elect to exercise its right of reentry by commencing an action in Lyon County District Court to establish the breach of the condition subsequent. If the EDA establishes a breach of the condition subsequent, title to and the right to possession of the Property and title to all improvements located thereon reverts to the EDA, and the Developer is not entitled to any compensation from the EDA for the Property or the value of any improvements the Developer has made to the Property. The Developer must record any certificate of completion or certificate of release of the Right of Re-entry in the proper County land records at its expense.

Section 8. Negotiation of Contract. If all parties have satisfied their obligations hereunder and have each determined that they desire to move forward with the Development, the City and EDA shall prepare a draft Contract for negotiation between the parties. Nothing herein shall bind the parties to approve a Contract.

Section 9. City and EDA Costs. The Developer agrees that it will pay all out-of-pocket costs incurred by the City and the EDA in relation to the negotiation and execution of this Agreement, including, without limitation, all fees owed to the traffic, development, fiscal, legal, engineering, environmental and other consultants of the City and EDA. The Developer shall also be responsible for reimbursing the City and the EDA for all costs associated with the drafting of the Contract, and any other activities which the City and the EDA undertake in furtherance of the Development. To date, the Developer has deposited \$4,050 with the City and the City has used such amount deposited to pay its

costs associated with the City's and EDA's review of the Development. The City and EDA shall have the right to draw upon amounts remaining on deposit with it to pay its costs. If on termination of this Agreement, the amounts held by the City are insufficient to pay the City's and EDA's costs, the Developer shall be liable for any deficiency. If this Agreement is terminated in accordance with the terms hereof, or it expires and the parties do not move forward with the Development, any sums remaining on deposit with the City, after the City pays or reimburses itself and the EDA for all costs incurred to the date of termination, shall be returned to the Developer. The Developer's obligations under this section shall survive termination of this Agreement to the extent costs were incurred prior to the date of termination or to the extent that costs are incurred to enforce the Developer's obligations under this section.

Section 10. Effect of Approvals. No approval given by the City and the EDA hereunder or in connection herewith shall be deemed to constitute an approval of the Development for any purpose other than as stated herein and the process outlined in this Agreement shall not be deemed to supersede any concept review, conditional use permit, vacation, subdivision, rezoning or other zoning or planning approval process of the City or the EDA relative to the development of real estate.

Section 11. Modifications. This Agreement may be modified and the term hereof may be extended only through written amendments hereto signed by all parties to this Agreement.

Section 12. Term of Agreement. (a) This Agreement shall be effective from the date of this Agreement through January 31, 2025, subject to earlier termination in accordance with this section. If for any reason a Contract has not been entered into by the parties within the term of this Agreement or any other mutually approved extension thereof, this Agreement shall be null and void and neither party thereafter shall have any liability or obligations to the other except as otherwise provided in Sections 5 and 9 hereof.

(b) This Agreement may be terminated by any party upon 30 days' written notice to the other parties if:

- (i) A party fails to perform any of its obligations hereunder, and fails to cure the default within 30 days after receipt of written notice thereof; or
- (ii) An impasse has been reached in the negotiation of any material term of the Contract.

Upon termination under this section 12(b), neither party thereafter shall have any liability or obligations to the other except as otherwise provided in Sections 5 and 9 hereof.

Section 13. Indemnification. The Developer agrees to indemnify, defend and hold harmless the City and the EDA and their respective officers, employees, agents, members, officials and representatives from and against any claims, demands, suits, costs, expenses (including reasonable attorneys' fees) actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Development; including, without limitation, any claim by a land owner or tenant located on the Property to be entitled to relocation costs and related expenses.

Section 14. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining portion of this Agreement.

Section 15. Notices. Notice, demand, or other communication from one party to another party shall be deemed effective if sent by certified mail, postage prepaid, return receipt requested or delivered personally to a party at its address listed below, or at such other address as such party may designate in writing to the other party:

As to the City: City of Marshall
344 West Main St.
Marshall, MN 56258
Attn: Sharon Hanson, City Administrator
Email: sharon.hanson@ci.marshall.mn.us

As to the EDA: Marshall EDA
344 West Main St.
Marshall, MN 56258
Attn: Lauren Deutz, Economic Development Director
Email: lauren.deutz@ci.marshall.mn.us

As to the Developer: Marshall Family Housing, LP
2001 Killebrew Drive, Suite 100
Minneapolis, MN 55425
Attn: Tim Trimble
Email: ttrimble@tapestrycompanies.com
Phone: 612-859-1910

Section 16. Effective Laws. This Agreement shall be construed in accordance with the laws of Minnesota, and any disputes shall be adjudicated in Lyon County district courts.

Section 17. Execution in Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts, all of which shall constitute one and the same instrument. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. For purposes hereof: (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means or a digital signature provided by DocuSign or other digital signature provider; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

IN WITNESS WHEREOF, the City, the EDA and the Developer have caused this Preliminary Development Agreement to be signed by their respective duly authorized representatives as of the date and year first written above.

CITY OF MARSHALL, MINNESOTA

By: _____
Its Mayor

By: _____
Its: City Administrator

[Signature page to Preliminary Development Agreement]

**ECONOMIC DEVELOPMENT
AUTHORITY IN AND FOR THE CITY OF
MARSHALL, MINNESOTA**

By: _____
Its President

By: _____
Its: Executive Director

[Signature page to Preliminary Development Agreement]

MARSHALL FAMILY HOUSING, LP

By: _____
Its: General Partner

By: _____
Name: _____
Its: _____

[Signature page to Preliminary Development Agreement]

EXHIBIT A

Property



EXHIBIT C

Option Agreement

THIS REAL ESTATE OPTION AGREEMENT (“**Agreement**”) is made and entered into as of this _____ day of _____, 2024 (the “Effective Date”), by and between the City of Marshall, Minnesota (the “**City**”), a Minnesota municipal corporation, together with the Economic Development Authority in and for the City of Marshall, Minnesota (the “**EDA**”), a public body corporate and politic under the laws of Minnesota (collectively, the City and the EDA are the “**Seller**”) and Marshall Family Housing, LP, a Delaware limited liability company (“**Buyer**”).

RECITALS:

A. The City owns certain real property, which is located in Lyon County, Minnesota, identified as parcel no. 27-819005-0 and legally described on Exhibit A attached hereto and hereby made a part hereof, together with all rights, title and interest appurtenant thereto (the “**Real Property**”); and

B. Buyer intends to purchase a portion of the Real Property, including 5 acres legally described on Exhibit B attached hereto and hereby made a part hereof (the “**Development Property**”) from Seller and to develop the Development Property; and

C. Seller wishes to grant Buyer an option to acquire the Development Property; and

D. Seller desires to grant to Buyer, and Buyer desires to obtain from Seller the Development Property, under the terms and conditions hereunder.

NOW, THEREFORE, in consideration of mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Grant of Option. In consideration of the Option Payments, as defined in Section 5(a) of the Preliminary Development Agreement, dated _____, 2024 (the “**Preliminary Development Agreement**”), by the City, the EDA, and the Buyer, paid by Buyer to Seller, receipt of the first of which (the “**Option Deposit**”) is hereby acknowledged by Seller, Seller hereby grants to Buyer a period of time from and after the Effective Date of this Agreement through December 31, 2025 (the “**Option Deadline**”) the option to acquire the Development Property (the “**Option**”).

2. [Reserved]

3. Obligation to Purchase. If Buyer elects to exercise its Option, Buyer shall be obligated to purchase the Development Property from Seller under the terms stated herein. This provision shall be subject to specific performance.

4. Manner of Exercise of Option; Notices. If Buyer elects to exercise the Option, it shall do so by giving written notice thereof to Seller (such notice, an “**Option Notice**”) on or before the Option Deadline. An Option Notice shall be in writing and shall be deemed given on the date (i) delivered personally, (ii) deposited with the United States Postal Service, postage prepaid, registered or certified, return receipt requested, (iii) deposited with a national courier guaranteeing overnight delivery, or (iv) sent via facsimile or email with electronic delivery confirmed. Notwithstanding anything in this Agreement to the contrary, upon Buyer giving a written Option Notice to Seller, Buyer shall be

obligated to acquire the Development Property from Seller and shall pay all costs associated with such transaction, including, but not limited to the Purchase Price and the Seller's Costs, as defined below, and Buyer shall enter into a Contract for Private Development and a separate Purchase Agreement or a Purchase and Development Contract (collectively, the "***Development Agreement***") with Seller regarding the sale and development of the Development Property consistent with Minnesota law, including but not limited to Minnesota Statutes, Section 469.105.

5. Seller's Actions. Promptly upon receipt of an Option Notice from Buyer, Seller shall undertake all actions required in order for Seller to convey title of the Development Property to Buyer pursuant to the terms of this Agreement.

6. Purchase Price; Costs; Assessment.

6.1. The purchase price paid by Buyer to Seller for the Development Property shall be the sum of Three Hundred Twenty-Five Thousand Dollars and No/100 (\$325,000.00), less the amount of the Option Deposit (such sum, the "***Purchase Price***"). The Purchase Price shall be payable by certified check or wire transfer on the Closing Date (as hereafter defined).

6.2. In addition to the Purchase Price, Buyer shall also be required to reimburse Seller for any and all costs incurred by Seller in acquiring the Development Property and undertaking all actions required in order for Seller to obtain fee title to and effectuate development of the Development Property, including, without limitation, taxes and fees, attorneys' fees, document drafting fees, engineering fees, financial advisor fees and fees for the drafting various documents required for this transaction, including but not limited to the Preliminary Development Agreement and the Development Agreement (the "***Seller's Costs***").

6.3. In the event Seller does not recover its costs as required by this Agreement, as an additional remedy, Seller may, at its sole discretion, assess the Development Property in the manner provided by Minnesota Statutes, Chapter 429, and Buyer hereby consents to the levy of such special assessments without notice or hearing and waives all rights to appeal such assessments pursuant to Minnesota Statutes, Section 429.081, provided the amount levied, together with the funds deposited with Seller under this Section 6, does not exceed the expenses actually incurred by Seller. Further, Seller may, at its sole discretion, as an additional remedy, recover expenses actually incurred by Seller as service charges, in the manner provided by Minnesota Statutes, Sections 415.01, 366.011 and 366.012, and Buyer hereby consents to the levy of such assessments without notice or hearing and waives all rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount levied, together with the funds deposited with Seller, does not exceed the expenses actually incurred by Seller pursuant to this Agreement.

6.4 This entire Section 6 shall survive termination of this Agreement and shall be binding on Buyer regardless of the enforceability of any other provision of this Agreement.

7. Closing. If Buyer shall become obligated to purchase the Development Property from Seller pursuant to this Agreement and the contemplated Development Agreement, the parties shall set a mutually agreeable closing date, which shall be as soon as reasonably practicable following the EDA's acquisition of fee title (the "***Closing Date***"). On the Closing Date, the EDA shall deliver to Buyer a Quit Claim Deed, duly executed and in recordable form, together with any such other documents as may be reasonably required by Buyer's title insurance company to effectuate the conveyance of marketable title of the Development Property to Buyer. Upon the Closing Date, Buyer shall deliver to Seller the Purchase Price, together with any documents as may be reasonably required by Buyer's title insurance company to consummate the transaction. Buyer shall be responsible for any and all costs of the closing for the Development Property.

8. Exercise of Option. Notwithstanding anything in this Agreement to the contrary, upon Buyer giving a written Option Notice to Seller, Buyer shall be obligated to acquire the Development Property from Seller, and Buyer shall pay all costs for such transaction, including, but not limited to the Purchase Price and the Seller's Costs as set forth in this Agreement. Buyer shall also be required to enter into a Development Agreement (for any public financing assistance and for the Development Property) with Seller regarding the sale and development of the Development Property consistent with Minnesota law, including but not limited to Minnesota Statutes, Section 469.105. In the event that Buyer does not exercise the Option by the Option Deadline, then Seller shall retain the Option Deposit as full and complete consideration for the Option granted by this Agreement.

9. Property "As Is" / Buyer's Diligence. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO BUYER, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE DEVELOPMENT PROPERTY OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE. Buyer acknowledges that Buyer has already (or, prior to the Closing Date, will have) independently inspected the Development Property and, if Buyer shall deliver an Option Notice, then it shall do so based solely upon Buyer's own examination and inspection. Buyer agrees that the Development Property is to be sold to and accepted by Buyer upon the Closing Date in its then present condition, AS IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. To the extent possible, Seller shall permit Buyer access to the Development Property to conduct such inspections and tests thereof as Buyer may deem necessary or desirable prior to the Closing Date, provided that Buyer shall indemnify and save Seller harmless from any claims or liability arising from Buyer's tests and inspections of the Development Property.

10. Governing Law. This Agreement shall be construed as to both validity and performance and enforced in accordance with and governed by the laws of the State of Minnesota.

11. Execution in Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts, all of which shall constitute one and the same instrument. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means or a digital signature provided by DocuSign or other digital signature provider; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.]

IN WITNESS WHEREOF, the undersigned have signed this Real Estate Option Agreement as of the day and year first written above.

SELLER:

CITY OF MARSHALL, MINNESOTA

By: _____
Its Mayor

By: _____
Its: City Administrator

**ECONOMIC DEVELOPMENT
AUTHORITY IN AND FOR THE CITY OF
MARSHALL, MINNESOTA**

By: _____
Its President

By: _____
Its: Executive Director

[Signature pages to Real Estate Option Agreement]

BUYER:

MARSHALL FAMILY HOUSING, LP

By: _____
Its: General Partner

By: _____
Name: _____
Its: _____

[Signature pages to Real Estate Option Agreement]

Exhibit A

Legal Description for the Real Property

[insert]

Exhibit B

Legal Description for the Development Property

[Insert]

**CITY OF MARSHALL
AGENDA ITEM REPORT
COUNCIL 6/25/24**

Presenter:	Ilya Gutman
Meeting Date:	Tuesday, June 25, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider a request for a Conditional Use Permit for a Triplex in a B-1 Limited Business District.
Background Information:	<p>This is a request by the owner for a Conditional Use Permit to allow creating a third apartment in a building out of existing commercial space. This building is located in a B-1 Limited Business District and within the limits of the Downtown District. Apartment buildings are a Conditional Use in a Limited Business District.</p> <p>There used to be a License bureau in this building along with two apartments. The bureau has moved, and the owner wants to replace it with another apartment, bringing the total number of apartments in the building to three. This building is in downtown, so yards, parking, and lot coverage regulations are not applicable. This lot was rezoned to B-1 Limited Business district in 1986 to allow business use.</p> <p>One Family Residence District regulations are in Section 86-97. The Conditional Use Permit regulations are found in Section 86-46 and the Standards for Hearing are found in Section 86-49.</p> <p>The Planning Commission conducted a public hearing on June 12, 2024, and unanimously recommended approval.</p> <p>Please see attached Finding of Facts for more detailed information.</p>
Fiscal Impact:	None known
Alternative/Variations:	None recommended
Recommendations:	Planning Commission and staff recommend approving the request to grant a Conditional Use Permit for a triplex in a B-1 Limited Business District.

**Marshall Planning Commission
Report to City Council – Request for Conditional Use Permit
302 West Redwood Street, City of Marshall, Lyon County, Minnesota**

WHEREAS, the office of the City of Marshall Zoning Administrator received an application for conditional use permits dated April 25, 2024, for a multiple dwelling related to property located at 302 West Redwood Street,

WHEREAS, the applicant for the conditional use permits was the property owner Moriah Properties LLC,

WHEREAS, a written request for a conditional use permit is subject to the Minnesota 60-day rule as codified in Minnesota Statutes §15.99. The 60-day rule requires an approval or denial of a conditional use permit within 60 days of the time conditional use permit request is submitted. If no action occurs on the request for conditional use permit within 60 days, it is deemed approved pursuant to Minnesota Statute;

WHEREAS, City staff representatives from the Community Planning Department reviewed the application for the conditional use permit;

WHEREAS, conditional use permits are granted only for those uses specifically listed as conditional uses for a particular zoning district;

WHEREAS, this property is zoned B-1 Limited business district as defined in Ordinance Sec. 86-102 and multiple family dwellings is a conditional use in this district;

WHEREAS, a public hearing was scheduled for June 12, 2024, to consider the request for a conditional use permit and notice of that hearing was published and was mailed pursuant to provisions of Ordinance Sec. 86-47 and further in compliance with Minnesota Statutes;

WHEREAS, the public hearing was held as scheduled and the Planning Commission considered the following standard criteria for conditional use permit review as outlined in Ordinance Sec. 86-49:

- (1) Whether the proposed use is compatible with the existing neighborhood environment and use.
- (2) The adequacy of the access to roads and rights-of-way.
- (3) The additional traffic generated by facility.
- (4) The landscaping, fencing and/or screening plan.
- (5) The outside storage provisions.
- (6) The accessory buildings provisions.
- (7) The facility size.
- (8) The area of site.
- (9) The off-street parking facilities.
- (10) The density of the population and structures.
- (11) The duration of proposed interim use.
- (12) The natural features of the area.
- (13) The availability of existing utility and public service facility.
- (14) The future maintenance provisions.
- (15) Whether the proposed use will be injurious to the property or improvements in the area adjacent to such proposed use and the community as a whole.

WHEREAS, Staff offered the following information to the Planning Commission with a recommendation for the Planning Commission to recommend approval to the Council:

(1) The lot in question is adjacent to an R-4 higher density multiple family district and several multi-family buildings are present in the area.

(2) The property has access from both the street and an alley behind.

(3) No additional traffic (compared to the previous business use) will be generated; in fact, there will be less traffic.

(4) Since this is not a new building, landscaping requirements are not applicable.

(5) The standard B-1 outside storage provisions will be applicable, which generally prohibit any outside storage.

(6) The standard B-1 accessory buildings provisions will be applicable.

(7) This building is located in the Downtown district so building size limitations do not apply.

(8) This building is located in the Downtown district, so lot size limitations do not apply.

(9) This building is located in the Downtown district so parking requirements do not apply.

(10) The density of the area will not change in any significant way.

(11) Not applicable to conditional use permits.

(12) The lot is unremarkable and similar to adjacent lots.

(13) Existing utility and public service facility are adequate for proposed use.

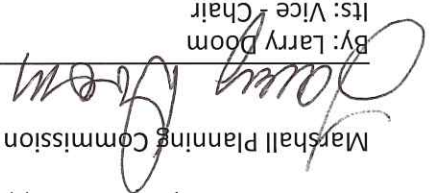
(14) Since this building will stay under single ownership, the owner will be required to take care of the building in the same manner as before.

(15) The proposed use change will not change anything in the area and will not have any negative effects on the neighborhood.

WHEREAS, the Planning Commission has evaluated all applicable considerations and finds and determines that granting a requested conditional use permit will not be injurious to the adjacent properties and that all standards for hearing are satisfied.

It is therefore recommended by the Planning Commission to the Marshall City Council that the conditional use permits be approved as recommended by staff.

Marshall Planning Commission


By: Larry Doom
Its: Vice Chair

**CITY OF MARSHALL
AGENDA ITEM REPORT
COUNCIL 6/25/24**

Presenter:	Ilya Gutman
Meeting Date:	Tuesday, June 25, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider the request for a Conditional Use Permit to install a Billboard at 1604 East College Drive
Background Information:	<p>The owner applied for a Conditional Use Permit for an advertising sign at 1604 East College Drive. This sign will be a traditional billboard, not a digital sign.</p> <p>The applicant requests two panels total, 17 feet by 20 feet each, installed at about 20-degree angle to each other to face traffic in both directions. The overall height of the sign is requested to be 30 feet. Each side is less than the maximum allowed length of 55 feet and there are no residential districts or other advertising signs within 100 feet of the proposed sign, so this request meets specific requirements for advertising signs.</p> <p>Section 86-49 Standard for hearing includes 15 specific criteria for granting a conditional use permit and it seems that this request satisfies all applicable criteria.</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 aerial photo, site diagram, and sign drawings are all attached.</p> <p>The Planning Commission conducted a public hearing on June 12, 2024, and unanimously recommended approval.</p>
Fiscal Impact:	None known.
Alternative/Variations:	None recommended.
Recommendations:	<p>Planning Commission and staff recommend approving the request of the Owner for a Conditional Use Permit for an advertising sign at 1604 East College Drive, subject to the following conditions:</p> <ol style="list-style-type: none"> i. 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. ii. This permit is for the sign structure described as follows: <ol style="list-style-type: none"> a. Two non-digital panels installed at an angle to each other. b. Each sign panel shall be no greater than 17 feet by 20 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. A State Outdoor Advertising permit must be obtained.</p> <p>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.</p>

**FINDING OF FACTS
CONDITIONAL USE PERMITS
FOR 1604 EAST COLLEGE DRIVE
WITHIN THE CITY OF MARSHALL, MINNESOTA**

WHEREAS, an application has been submitted by WTR LLC (“Applicant”) to the City Council requesting approval of a conditional use permits for an advertising sign under the Zoning Code, Article 86-VI, Section 86-185, in the City of Marshall for the following location:

LOCATION: 1604 East College Drive.

LEGAL DESCRIPTION: See Exhibit A

WHEREAS, THE APPLICANT SEEKS THE FOLLOWING: A Conditional Use Permit to install an advertising sign on the property located at 1604 East College Drive and legally described above, and

WHEREAS, notice required pursuant to Minnesota Statutes Section 462.357 including the time, place and purpose of the hearing was published in the official newspaper at least ten days prior to the day of the hearing; and

WHEREAS, notice required pursuant to Minnesota Statutes Section 462.357 was mailed at least ten days before the day of the hearing to each owner of affected property and property situated wholly or partly within 350 feet of the property to which the request relates; and

WHEREAS, the Planning Commission held a public hearing as required by the city Zoning Code on June 12, 2024, and

WHEREAS, Zoning Ordinance Section 86-185 (c) requires that all advertising signs be permitted only by conditional use permit and be placed at least 100 feet from other advertising signs and from any residence district, and

WHEREAS, staff assert that application for conditional use permit for advertising sign will meet the ordinance provisions for approval, and

WHEREAS, the Planning Commission has discussed the above findings and, after discussion, held a vote on the request, and

WHEREAS, the Planning Commission, based on the above findings, has recommended to the City Council to approve a request for a conditional use permit for an advertising sign with certain conditions, arising out of the motion offered by Muchlinski and seconded by Deutz, and declared carried on the following vote Ayes: 7 Nays: 0, and

WHEREAS, the City Council reviewed the Minutes of the Planning Commission and heard from staff, and

WHEREAS, Staff reiterated its findings to the Council at the June 25, 2024, Council meeting,

NOW THEREFORE, THE COUNCIL HAS RESOLVED, that the City Council accepts and adopts the following findings:

1. Because of the nature of the proposed use and its location, the requested conditional use will not:
 - a. Be inconsistent with adjacent properties.
 - b. Unreasonably diminish or impair established property values within the neighborhood or in any way be contrary to the intent of this Code.

FURTHER, THE COUNCIL HAS RESOLVED, that the City Council of the City of Marshall hereby approves the requested conditional use permit for an advertising sign, subject to on-going compliance with all of the

following conditions:

1. If within one (1) year after approving the Conditional Use Permit, the use as allowed by the permit shall not have been initiated, the CUP shall become null and void unless a petition for an extension of time in which to complete the use has been granted by the City Council. Such petition shall be requested in writing and shall be submitted at least 30 days prior to expiration.
2. Pursuant to Marshall Code Article 86-II, Division 86-II-2, Section 86-49, no application for a condition modification shall be considered by the planning commission or council for at least one-year from the date of a conditional use permit approval or from when circumstance sufficiently change to justify a review.
3. The owner shall maintain the property to conform with the Zoning Ordinance, Building Code, and not cause or create negative impacts to existing or future properties adjacent thereto.
4. The owner shall obtain all relevant and required permits, including the City's sign permit and State permit, prior to beginning any work.
5. The installed sign shall be as follows:
 - i. The sign must be installed as shown on attached sketch. A survey showing the 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.
 - ii. This permit is for the sign structure described as follows:
 - a. Two panels (not-digital) installed at an angle to each other (two sign panels total).
 - b. Each sign panel shall be no greater than 17 feet by 20 feet.
 - c. The overall height of the sign shall be no more than 30 feet.Structural drawings showing sign footing and foundations shall be signed by a registered professional engineer and submitted along with the sign permit application. A State Outdoor Advertising permit must be obtained.
 - iii. 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.
6. The City reserves the right to revoke the Conditional Use Permit if the applicant or if ownership of the property has transferred, then the current owner, has breached the conditions contained in this permit provided first, however, that the City serve the applicant with written notice specifying items of any such default and thereafter allow the applicant a reasonable time in which to cure any such default.

Approval is contingent upon execution and return of this document to the City Planning Office.
I have read and agree to the conditions of this resolution as outlined above.

Property Owner / Applicant

Date



SITE PLAN: MN-48 WTR LLC C/O Wayne Erbes

ADDRESS: 1604 College Dr E, Marshall, MN 56258



Legend:

Existing ROW ● - - - - ●

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Scott Truedson
Meeting Date:	Tuesday, June 25, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Approval of Significant Industrial User (SIU) Agreements with the Wastewater Treatment Facility
Background Information:	<p>On October 5, 2022, the City of Marshall entered a Memorandum of Understanding (MOU) regarding sampling and the development of a Pollution Management Plan (PMP) for Per-and Polyfluoroalkyl Substances (PFAS).</p> <p>On March 1, 2024, the City of Marshall received a new NPDES permit that included a 15-year Schedule of Compliance (SOC) for sulfates and a 10-year chloride variance.</p> <p>The MPCA requires all Publicly Owned Treatment Works (POTWs) to regulate their industrial users to prevent interference and pass-through of the POTW. This includes industries that discharge greater than 25,000 gallons/day, consume 5% or more of the POTW's capacity, or can cause the POTW to violate its permit standards.</p> <p>Currently the City of Marshall has SIU agreements with five local industries. Due to the City's new discharge requirements the SIU agreements needed to be updated to include a limit for chloride, cooperation with the City's Schedule of Compliance (SOC) for sulfate, and cooperation with the City's PFAS Management Plan.</p> <p>The new SIU agreements were created with input from the MPCA Pretreatment Coordinator, Flaherty & Hood Environmental Attorneys, and our City Attorney. Each agreement contains appendices that address the needs of individual SIUs. Staff has discussed the changes with our SIUs at meetings over the last several years and all our SIUs have agreed to and signed the new agreements.</p>
Fiscal Impact:	None
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the City Council approves and the Mayor signs the Significant Industrial User agreements.

CITY OF MARSHALL
INDUSTRIAL WASTEWATER DISCHARGE PERMIT

PERMIT

Permittee Name ("Permittee")	Lyon County
Permittee Address ("Property")	2025 200 th Avenue, Lynd, Minnesota

Pursuant to the provisions of Minnesota Statutes, chapters 412 and 444, the Code of Ordinances, City of Marshall, Minnesota ("City Code"), Permittee, as an industrial user, is hereby permitted to discharge industrial wastewater from its Property into City of Marshall wastewater treatment system consistent with the applicable provisions of the City Code and the Wastewater Discharge Agreement ("Agreement") the Permittee is required to enter into with the City as a condition of this permit.

This permit is granted in accordance with, and is subject to, the restrictions, requirements, and other conditions set forth in the City's sewer use / rate ordinance which is considered part of this permit and the Agreement. The discharge to the Wastewater Treatment Plant shall be in accordance with the effluent limitations, monitoring requirements and other conditions set forth in the Agreement and all applicable state and federal laws, including the terms and conditions of City's National Pollutant Discharge Elimination System and State Disposal System ("NPDES/SDS") Permit (No. MN0022179).

Effective Date: _____ day of _____, 2024

Expiration Date: _____ day of _____, 2029

Issued by: _____
Wastewater Superintendent

Permittee

Title: _____

Approved: _____
Mayor

Date: _____

Attest: _____
City Administrator

Date: _____

**CITY OF MARSHALL
WASTEWATER DISCHARGE AGREEMENT**

Permittee Name (“ Permittee ”)	Lyon County
Permittee Address (“ Property ”)	2025 200 th Avenue, Lynd, Minnesota
Effective Date (“ Effective Date ”)	July 1, 2024
Term (“ Term ”)	Five years (July 1, 2024 to June 30, 2029)

This Wastewater Discharge Agreement (“**Agreement**”) is made and entered into by and between the City of Marshall, a Minnesota municipal corporation, (“**City**”) and Permittee. City and Permittee may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

- A. City owns and operates a wastewater treatment plant (“**WWTP**”) located within City and that discharges to the Redwood River.
- B. Permittee owns the Property and desires to discharge industrial wastewater from the Property into the City’s sanitary sewer system, which is then treated in the WWTP.
- C. Pursuant to Section 78-26 of Code of Ordinances, City of Marshall, Minnesota (“**City Code**”), the Permittee constitutes a “significant industrial user” and is subject to the restrictions and requirements imposed on such users under Article 78-II of City Code, including the requirement to obtain a permit from City to discharge into the WWTP.
- D. City issued Permittee an Industrial Wastewater Discharge Permit (“**Permit**”) to allow the Permittee to discharge wastewater from the Property into City’s sanitary sewer system and to be treated at its WWTP, which was conditioned on Permittee entering into this Agreement with City.
- E. City has a National Pollutant Discharge Elimination System and State Disposal System Permit (No. MN0022179), attached hereto as Exhibit A (“**City NPDES Permit**”) that is administered and enforced by the Minnesota Pollution Control Agency under the Federal Clean Water Act (33 U.S.C. 1251, et seq.), Minnesota Statutes, chapters 115 and 116, and by Minnesota Rules, chapters 7001 and 7050.
- F. City and Permittee desire to enter into this Agreement to allow Permittee to discharge wastes from the Property into the WWTP in accordance with the effluent limitations, monitoring requirements, and other terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

I. GENERAL PROVISIONS

- (1) Connection Permitted. The City hereby agrees to allow the Permittee to connect the Property to the City's sanitary sewer system for treatment at its WWTP, conditioned on the Permittee complying with all terms and conditions set out in this Agreement.
- (2) Compliance. Permittee agrees to not cause or contribute to any violation of the effluent limitations in this Agreement, any of the terms, conditions, or effluent limitations set forth in the City NPDES Permit, or to any federal, state, or local law, rule, regulation, or ordinance including, but not limited to, the Article 78-II of the City Code.
- (3) Noncompliance. Permittee agrees that it shall be responsible and liable for any damages, fines, or penalties that may be imposed against Permittee or City by any regulatory authority having jurisdiction over the same for any damages or violations attributable to or caused by Permittee. Permittee also agrees to compensate City for any costs incurred by City related to such violations including, but not limited to, legal fees associated with responding to such violations or a violation of this Agreement.
- (4) Term. This Agreement and the authorization to discharge from the Property into the WWTP is in effect for the Term identified above, unless terminated earlier as provided herein.
- (5) Entire Agreement. This Agreement, including the recitals, exhibits, City NPDES Permit, and all other documents referenced herein (all of which are incorporated in and made part of this Agreement), constitutes the entire agreement between the parties regarding this matter. The conditions of this Agreement supersede any prior agreements between City and Permittee, and may, where permissible under applicable law, be more restrictive than applicable federal, state, or local law, rule, regulation, or ordinance pertaining to discharges from the Property to the WWTP.
- (6) Controlling Language. This Agreement is to be interpreted to be consistent with applicable laws, but to the extent there is any direct conflict between the provisions of the City Code and an express provision of this Agreement, including the special provisions in Exhibit B, the terms of this Agreement are controlling. The language in Exhibit B is intended to allow modifications in this Agreement to specifically address the circumstances of a particular industrial user. If there is a conflict between the text of this Agreement and the requirements, exemptions, limitations, or standards contained in the attached Exhibit B, the language in Exhibit B shall be

controlling. Except to the extent expressly modified in Exhibit B, any portion of a section of this Agreement that does not directly conflict with the language in Exhibit B shall remain in effect and is binding on the Permittee.

- (7) Modifications to Agreement. The parties agree this Agreement may be modified as follows.
- (a) Changes in City NPDES Permit. If at any time during the Term of this Agreement the City NPDES Permit is modified or reissued, this Agreement shall be subject to modification in any manner that City deems necessary to ensure ongoing and future compliance with the City NPDES Permit and all applicable terms therein including, but not limited to, any monitoring requirements, compliance schedules, effluent limits, variances, and limits or regulations related to biosolids management.
 - (b) City Changes. The terms and conditions of this Agreement shall also be subject to modification or amendment at City's discretion if City determines such modification(s) or amendment(s) is necessary to protect the public health; ensure proper operation and maintenance of City's WWTP; to ensure compliance with all applicable state and federal laws and regulations; to ensure compliance with any compliance agreements between City and Minnesota Pollution Control Agency and/or the United States Environmental Protection Agency; to ensure compliance with any legal orders or settlement agreements in any way related to City's WWTP; or for any other reasonable basis.
 - (c) Notification. City shall notify Permittee in writing of any change under paragraph (a) or (b) of this section at least 30 days prior to the effective date. The notice shall detail the changes and identify the date on which the changes will go into effect. On the effective date, the changes shall be deemed incorporated in and made part of this Agreement as if fully set out herein.
 - (d) Other Changes. Any other changes to this Agreement are only effective if they are in writing and executed by both parties. If Permittee requests any changes to this Agreement, it shall submit them in writing to City. The City's Wastewater Superintendent shall review the proposed changes and make a recommendation to the City Council regarding any proposed amendments.
- (8) Permittee Obligations. Permittee agrees to do the following as part of its obligations under this Agreement.
- (a) Duty to Report. Permittee shall immediately report to City any change in the volume or characteristics of industrial wastewater introduced into City's wastewater treatment system which Permittee knows, or has reason to believe, will have either singly, or by interaction with other waste, a negative impact on the wastewater treatment process. In such cases, this Agreement

will be subject to modification or termination by City in accordance with the terms of this Agreement and the City Code.

- (b) Sampling Devices. At the direction of City, Permittee agrees to install, operate, and maintain sampling and monitoring devices in proper working order at its own expense.
- (c) Inspections. Permittee agrees to allow City to enter upon the Property, or any other Permittee property as needed, to inspect the monitoring point, any pretreatment facilities, and any other facilities as may be needed to determine compliance with this Agreement and the City Code.
- (d) Accurate Reports. Permittee agrees to not knowingly make any false statement, representation, or certification in any record, report, or plan required to be submitted to City under this Agreement.
- (9) User Charges. User charges are subject to change upon City's adoption of a new or amended fee schedule. Any new or amended fee schedules are available and published on the City's website.
- (10) No Release. This Agreement shall not release Permittee from any liability, duty, or penalty imposed by the State of Minnesota or State and Federal statutes, regulations, or local ordinances. Permittee is required to comply with the general pretreatment regulations identified in 40 C.F.R., Part 403 and the Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR, Chapter I, Subchapter N. Nothing in this Agreement waives the right of the U.S. Environmental Protection Agency or the State of Minnesota from commencing appropriate enforcement action to correct any violation of the general pretreatment regulations or of this Agreement.
- (11) Assignment. This Agreement shall not be assigned or transferred without the prior written consent of City.

II. DISCHARGE LIMITS

- (1) Limitations. The discharge from the Property shall be subject to the discharge limitations set out in Table 1, which is part of the attached Exhibit B (and as otherwise described in this Section II) where the discharge enters the public wastewater system. All sampling reports shall be forwarded to City as soon as the Permittee receives them.
- (2) Chloride Limits and Compliance Schedule. The City NPDES Permit contains a final calendar month average chloride limit of 261 mg/L. City received a 10-year chloride limit variance, which requires City to meet an interim calendar month average chloride limit of 468 mg/L during the term of the variance. This interim limit will be re-evaluated after 5 years in accordance with Minnesota Rules, part

7050.0190, subpart 8 and adjusted accordingly to ensure City discharges the highest quality effluent throughout the term of the variance. To ensure City can meet both the interim and final chloride limits in the City NPDES Permit, City is implementing annual tiered chloride limits that become more restrictive over time to all Significant Industrial Users. The annual tiered chloride limits applicable to the Permittee are set out in Table 2, which is part of the attached Exhibit B. The Permittee shall comply with the chloride limits set out in Table 2. Failure to comply with the tiered chloride limits will result in the imposition of fines, penalties, and costs, and may also result in the termination of the Agreement and the Permit.

- (3) Sulfate Pollutant Minimization Plan. The City NPDES Permit contains a sulfate compliance schedule with final sulfate limits of 968 mg/L as a calendar month average, and 1147 mg/L as a daily maximum. City must obtain compliance with these limits by 2039. A condition of the sulfate compliance schedule is that City must develop a Sulfate Management Plan, which will include sampling, identification, and minimization of industrial sources of sulfates. The Permittee shall develop its own Sulfate Management Plan, which must include sampling, identification, and minimization of its sources of sulfates. The Permittee shall also cooperate and assist the City in developing and implementing the City's Sulfate Management Plan. City may exercise its authority under Section I (7) of this Agreement to modify this section to include specific requirements for sulfate monitoring, source investigation and minimization, and/or pretreatment that City determines are necessary to obtain compliance with the final sulfate limits.
- (4) PFAS Monitoring, Reductions, and Pre-Treatment Requirements. For purposes of this Agreement, PFAS (per- and polyfluoroalkyl substances) shall be defined consistent with applicable state and federal regulatory definitions but shall at minimum encompass all non-polymeric perfluoroalkyl or polyfluoroalkyl substances that contain at least two sequential fully fluorinated carbon atoms, excluding gases and volatile liquids. The Permittee shall cooperate and assist the City in developing and implementing the City's PFAS Management Plan. The City may exercise its discretion under Section I (7) to provide notice and modify this section of the Agreement to include specific requirements for PFAS monitoring, source investigation, and minimization, and/or pretreatment that the City determines are necessary to obtain compliance with the final PFAS limits.
- (5) Additional Restrictions or Requirements. The Permittee shall also comply with the additional restrictions or requirements regarding the discharge from its Property into the City's wastewater system as may be set out in the attached Exhibit B (if any).

III. PROHIBITED DISCHARGES

- (1) Prohibition. No person shall discharge, or cause to be discharged, to City's wastewater system or otherwise conveyed to the WWTP, either directly or indirectly, any pollutants, which may pass through or cause interference (as defined

in City Code) with treatment or operations. Additionally, no person shall discharge or cause to be discharged any of the following described wastes to the City's collection system or WWTP, except to the extent expressly exempted in the attached Exhibit B:

- (a) Unpolluted Water. Storm water, ground water, or flow from roof runoff, subsurface drainage, downspouts, yard drains, yard fountain drains, swimming pools, ponds, or lawn sprays into any sanitary sewer. Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers or discharged to a natural outlet approved by the Approving Authority.
- (b) High Temperature. Any liquid having a temperature higher than 104 degrees Fahrenheit (40 degrees Centigrade). City may grant an exception where it has been shown that the high temperature wastewater would not cause any significant wastewater works problems.
- (c) Certain Substances. Any water or wastes which contain wax, grease or oil, plastic or other substance that will solidify or become discernibly viscous at temperatures between 32 degrees to 104 degrees Fahrenheit.
- (d) Flammables. Any solids, liquids or gases which by themselves or by interaction with other substances may cause fire or explosion hazards, or in any other way may be injurious to persons, property, or the operator of the wastewater treatment facilities, including, but not limited to, waste streams with a closed cup flashpoint of not less than 140 degrees Fahrenheit (60 degrees Celsius) using test methods specified in 40 CFR 261.21.
- (e) Obstructive Substances. Any solids, slurries, or viscous substances of such character as to be capable of causing obstruction to the flow in sewers or other interference with the proper operation of the wastewater treatment facilities, such as ashes, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, whole blood, paunch manure, hair and fleshings, entrails, lime slurry, lime residues, chemical residues, or bulk solids.
- (f) Garbage. Any garbage that has not been properly comminuted or shredded.
- (g) Odorous Substances. Any chemical, waste, noxious or malodorous substance, which either singly or by interaction with other substances is capable of causing or contributing to objectionable odors, or hazards to life, or which City reasonably believes could present risks to human health or the environment; or forms solids in concentrations exceeding limits established in Section 78-47 or creates any other condition deleterious to structures or treatment processes; or requires unusual provisions, alterations, or expense to handle such materials; or City reasonably believes could expose City to legal or financial liability.

- (h) Corrosives. Pollutants which will cause corrosive structural damage to the wastewater treatment plant and in no case, any waters or wastes having a pH lower than 5.0 or higher than 10.5 or having any corrosive property capable of causing damage or hazards to structures, equipment, or personnel. City may grant an exception where it has been shown that the high or low pH would not cause any significant wastewater works problems.
- (i) Certain Solids. Any wastes or waters containing suspended or dissolved solids of such character and quantity that unusual attention or expense is required to handle such materials in the wastewater collection and treatment facilities.
- (j) Radioactive Wastes. Any radioactive wastes greater than allowable releases as specified by current United States Bureau of Standards Handbooks dealing with the handling and release of radioactive materials.
- (k) Hazardous Wastes. Any waters or wastes including hazardous wastes in sufficient quantity either singularly or following interaction with any other substance to injure or interfere with any wastewater treatment process, to constitute a hazard to humans or animals, or to create any hazard in the receiving water of the wastewater treatment facilities.
- (l) Emulsified Substances. Free or emulsified oil and grease exceeding on analysis an average of 100 parts per million (834 pounds per million gallons) of either or both, or combinations of free emulsified oil and grease, if in the opinion of the Approving Authority it appears probable that such wastes:
 - (1) Can deposit grease or oil in the sewer lines in such a manner to clog the sewers.
 - (2) Are not amenable to bacterial action and will therefore pass to the receiving waters without being affected by normal wastewater treatment processes.
 - (3) Can have deleterious effects on the treatment process.
- (m) Specific Materials. Materials which exert or cause:
 - (1) Unusual concentrations of solids or composition; as for example, in total suspended solids of inert nature (such as Fuller's Earth) and/or in total dissolved solids (such as sodium chloride or sodium sulfate);
 - (2) Excessive discoloration;

- (3) Unusual biochemical oxygen demand or unusual immediate oxygen demand; or
- (4) High hydrogen sulfide content.
- (n) Molybdenum. Molybdenum based wastes, including, but not limited to, cooling tower chemical additives, boiler additives, antifreeze, and lubricants.
- (o) Violate Permit. Any discharge that would cause City to violate the requirements of the City NPDES Permit.
- (p) Slug Load. “Slug load” of waste or wastes to the collection system, which may be harmful to the operation and maintenance of the WWTP. Where, in the opinion of the City engineer, slugging does occur, Permittee shall construct and maintain, at their own expense, a storage reservoir of sufficient capacity with flow control equipment to ensure an equalized discharge over a 24-hour period. For the purposes of this Agreement, a “slug load” is defined as any flow rate or concentration or quantity of pollutants that may cause inhibition or disruption of the operation or maintenance of the WWTP.

IV. REPORTS AND MONITORING

- (1) Reports. Permittee shall provide City the reports identified in the attached Exhibit B in accordance with the schedule identified in the exhibit.
- (2) Monitoring. Unless expressly exempted or modified in the Permittee Exhibit B, Permittee shall be responsible for monitoring the flow from its Property in accordance with this part.
 - (a) Continuous Monitoring. Permittee shall be responsible for continuously monitoring flow with a primary flow-measuring device, pH meter, and a 24-hour composite sampler all located on its Property or such other location as identified in Exhibit B. Permittee shall calibrate the flow meter, pH meter, and collect daily samples. Permittee will be responsible for performing maintenance on its analytical instruments as required to ensure accuracy of measurement along with repairs or replacement of all equipment as needed.
 - (b) Schedule. Frequency and type of monitoring shall be in accordance with the schedule in Table 1 included in Exhibit B. The Permittee will collect and perform testing on the wastewater samples.
 - (c) When Not Monitored. During the time or times when flow monitoring equipment is not in place or inoperative, an average daily flow will be used to determine loading. In case of equipment failure, immediate repair efforts shall be implemented. Permittee shall provide a daily summary of flow

estimates during periods of flow monitoring equipment malfunction to City no later than the fifth day of the following month.

- (d) Inspections. City shall have a right to inspect the monitoring site and equipment at reasonable times upon prior notice to Permittee.
- (e) Records Retention. City shall retain and preserve for the Term of this Agreement any records, books, documents, memoranda, reports, correspondence, and any and all summaries thereof, relating to monitoring, sampling and chemical analysis of Permittee's discharge to the City system. Permittee shall have the right to copy such documents as Permittee determines necessary and at its own cost.

V. CHARGES AND RESPONSIBILITIES

- (1) Costs. In addition to the charges for sewer use under Section 78-94 of the City Code, Permittee shall be responsible for the following:
 - (a) The costs of additional sampling required due to violations caused by Permit exceedances; and
 - (b) The cost of designing, constructing and/or operating any required pretreatment facility or any additional sampling or flow measuring structures or monitoring equipment necessary to properly monitor any pollutants permitted by a change in the terms of this Agreement. Plans and specifications for such facilities shall be approved by City prior to installation.

VI. FINES, PENALTIES & COSTS

- (1) Enforcement. The discharge of waste not in compliance with the effluent limitations set forth in Section II of this Agreement is a violation of this Agreement and is subject to the enforcement procedures set forth in Section 78-48 of the City Code and another other enforcement procedures available to City under law.
- (2) Penalties. Penalties shall be levied for each parameter violation per day of violation and shall be cumulative.

VII. ACCIDENTAL DISCHARGE

- (1) Notification. Permittee shall notify City immediately and, as appropriate, the Environmental Protection Agency and/or Minnesota Pollution Control Agency upon having a slug or accidental discharge of substances or wastewater or hazardous wastes in violation of the permit or this Agreement in order to enable countermeasures to be taken by City to minimize damage to the treatment system and receiving waters. Such notification shall not relieve Permittee for any fine,

expense, loss or damage to the treatment system or process or for any fines imposed by or on City because of any State or Federal law.

- (2) Temporary Discharges. The parties recognize it is inevitable that equipment failures or plant malfunctions may require temporary discharge of wastes in excess of permitted values. In this event, the Wastewater Superintendent shall be notified immediately and will direct the industry of an acceptable method for waste disposal. Failure to notify City shall result in violation of contract and fines, penalties, and fees shall be imposed pursuant to this Agreement and City Code.

VIII. TERMINATION, SUSPENSION AND REVOCATION

- (1) Suspension or Termination. City may suspend wastewater service, or terminate the Permit and this Agreement as provided in this Agreement. Except in an emergency, any such suspension or termination will be proceeded by City providing Permittee at least 10 days written notice. The notice shall identify the basis for the suspension or termination. The reasons City may suspend or terminate the Permit and this Agreement include, but are not limited to, those set out below.
 - (a) Failure of Permittee to comply with any provisions of this Agreement, any applicable provisions of federal and state law and regulation, any applicable provisions of Chapter 78 or other applicable provisions of the City Code, or any compliance order or other orders from City related to this Agreement.
 - (b) When, in the reasonable opinion of City, it is necessary to prevent or stop an actual or threatened discharge which presents, or may present, an imminent or substantial endangerment to the health or welfare of persons, to the environment or to the wastewater treatment system.
 - (c) If Permittee fails factually to report the wastewater constituents and characteristics of its discharge, significant changes in wastewater constituents or characteristics, refuses reasonable access to its premises for the purpose of inspection or monitoring, repeatedly violates conditions of this Agreement, or refuses to pay penalties imposed by the permit.
 - (d) In the event Permittee increases its production capacity or modifies its industrial process in such a way that the quantity or strength of its wastewater will exceed the effluent limitations of this Agreement or cause or contribute to an exceedance of the effluent limitations in the City NPDES Permit, or Permittee fails to report significant changes in wastewater constituents or characteristics or otherwise violates this Agreement or the City Code.

IX. NOTIFICATION OF VIOLATION AND RESPONSE

- (1) City Notice. In case of a violation of this Agreement, City shall notify Permittee in writing, stating the nature of the violation. The notice shall also state the amount of the fines, penalties, and cost to be imposed for the violation, and may require

Permittee to complete corrective actions to ensure ongoing and future compliance with this Agreement and the City Code.

- (2) Permittee Response. Permittee shall respond to City's notice within 30 days, including each of the following: payment of any fines, penalties, and costs; an explanation of the cause of violation; a summary of measures to be taken to prevent recurrences; and a time schedule for implementation.
- (3) No Waiver. Failure of City to provide timely notice does not absolve Permittee of liability for the violation or for payment of penalties for the violation.

X. MISCELLANEOUS PROVISIONS

- (1) Indemnification. To the fullest extent permitted by law, Permittee agrees to defend, indemnify, and hold harmless City, and its employees, officials and agents from and against all claims, causes of action, suits, demands, damages, losses and expenses, including reasonable attorneys' fees, arising out of or related to Permittee's discharge of wastes to the City's WWTP, Permittee's own negligence, or its failure to perform its obligations under this Agreement. Permittee agrees this indemnity obligation shall survive the completion or termination of this Agreement.
- (2) No Property Rights. The issuance of this Contract does not convey any property rights in either real or personal property or any exclusive privileges, nor any waiver of federal, state or local laws or regulations.
- (3) Provisions Severable. If any provision, paragraph, word, section, or article of this Agreement is held unconstitutional or invalidated by a court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and articles shall not be affected and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year written below.

PERMITTEE

By: _____

Its: _____

Date: _____

CITY OF MARSHALL

By: _____
Its: Mayor

Date: _____

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

EXHIBIT A
City NPDES Permit

EXHIBIT B
Special Provisions

Discharge Limits & Monitoring Schedule – Table 1

SPECIFIC LIMITS AND MONITORING REQUIRED BY THIS PERMIT				
PARAMETER	DAILY LIMITATION	Daily Lbs. LIMITATION	SAMPLING FREQUENCY	SAMPLE TYPE
FLOW gallons	21,000	----	Per Load	Ledger
CBOD ₅ mg/l	500	87 lbs.	Monthly	Grab
TSS mg/l	500	87 lbs.	Monthly	Grab
Total Phosphorus mg/l	80	14 lbs.	Monthly	Grab
NH ₃ - mg/l	500	87 lbs.	Monthly	Grab
TKN mg/l	500	87lbs.	Monthly	Grab
Arsenic mg/l	0.19	.033 lbs.	Quarterly	Grab
Cadmium mg/l	0.094	.016 lbs.	Quarterly	Grab
Chromium mg/l	1.71	.299 lbs.	Quarterly	Grab
Cr6 mg/l	0.5	.088 lbs.	Quarterly	Grab
Copper mg/l	0.023	.004 lbs.	Monthly	Grab
Cyanide mg/l	0.1	.018 lbs.	Quarterly	Grab
Lead mg/l	0.019	.003	Quarterly	Grab
Mercury ng/l (2)	25	.000004	Quarterly	Grab
Molybdenum mg/l	0.15	.026 lbs.	Quarterly	Grab
Nickel mg/l	2.38	.417 lbs.	Quarterly	Grab
Selenium	0.44	.077 lbs.	Quarterly	Grab
Silver mg/l	0.005	.001 lbs.	Quarterly	Grab
Zinc mg/l	1.164	.204 lbs.	Quarterly	Grab
pH s.u. (1)	5.0-10.5	----	Monthly	Grab
TDS mg/l	15,000	2627 lbs.	Quarterly	Grab
Calcium mg/l	Monitor Only	----	Quarterly	Grab
Chloride mg/l	Monitor Only	----	Quarterly	Grab
Magnesium mg/l	Monitor Only	----	Quarterly	Grab
Potassium mg/l	Monitor Only	----	Quarterly	Grab
Sodium mg/l	Monitor Only	----	Quarterly	Grab
Sulfate mg/l	Monitor Only	----	Quarterly	Grab
Phenol mg/l	0.5	0.88 lbs.	Quarterly	Grab
Di (2-ethylhexy Pthalate) mg/l	0.2	.035 lbs.	Quarterly	Grab

Chloride Limits – Table 2

City will exempt Permittee from this requirement during the 5-year period of this Agreement. Instead, Permittee shall develop a Chloride Management Plan which includes a compliance schedule for the construction of a pre-treatment facility capable of reducing chlorides in landfill leachate to levels required by City. Permittee's Chloride Management Plan shall be submitted to City within 60 days, or such other time as agreed to by City, and is subject to review and approval by City.

Additional Restrictions, Requirements, or Exemptions

- (1) Sulfate Pollutant Minimization Plan. A condition of the sulfate compliance schedule is that City must develop a Sulfate Management Plan, which will include sampling, identification, and minimization of industrial sources of sulfates. In lieu of developing their own Sulfate Management Plan the Permittee shall cooperate and assist City in developing and implementing City's Sulfate Management Plan. City may exercise its authority under Section 6(b) (City Changes) of this Agreement to modify this section to include specific requirements for sulfate monitoring, source investigation and minimization, and/or pretreatment that City determines are necessary to obtain compliance with the final sulfate limits.
- (2) PFAS Monitoring, Reductions, and Pre-Treatment Requirements. Permittee shall develop a PFAS Management Plan, which includes a schedule for the construction of a pretreatment facility capable of complying with PFAS levels required by City. Permittee's PFAS Management Plan shall be submitted to City within 60 days and is subject to review and approval by City. Permittee's PFAS Management Plan shall include the following:
 - (a) PFAS sampling. Permittee shall sample its landfill leachate for PFAS on at least an annual basis. Unless otherwise required by MPCA, all PFAS samples shall be taken, analyzed, and reported consistent with the most recent version of Draft Method 1633 as published by U.S. EPA. Once a final method is formally approved under 40 C.F.R Part 136, the final method shall be used. All sampling results shall be provided to City as soon as they are available. Permittee is financially responsible for the costs associated with PFAS sampling and lab analysis.
 - (b) Minimization Efforts. Permittee shall specify the actions it will take to reduce PFAS in the Landfill's leachate.
 - (c) Compliance Schedule for Pretreatment Facility. Permittee must submit a construction compliance schedule for the construction and operation of a pretreatment system capable of reducing PFAS to levels required by City. Permittee's proposed compliance schedule should include deadlines for design, plans and specification and construction and operation.
 - (d) Pretreatment System. Permittee must install a pretreatment system that can eliminate or significantly reduce the PFAS concentrations in landfill leachate (to levels approved by City) on or before 2028.

- (e) Failure to Comply. If Permittee fails to meet the above requirements related to PFAS, that City can terminate this Agreement and all wastewater service to the Landfill. Permittee may request extensions of any deadline in the compliance schedule by submitting the request in writing 30 days prior to the expiration of the deadline.

Prohibited Discharges

Required Reports

- (1) Self-Monitoring Report. Permittee shall submit a self-monitoring report to City according to the following schedule:

Frequency	Period
Monthly	While discharging

- (2) Annual Report Summary. Each year Permittee shall submit an annual report summary (SW-23) to City identifying results of all testing in Section II of this Agreement. The report shall include all required monitoring, and any other self-monitoring, of discharges.
- (3) Quarterly Reports. Permittee shall submit its quarterly testing reports to the City within 30 days after each quarterly period. The report shall include all required monitoring, and any other self-monitoring, of discharges.
- (4) Records Retention. Permittee shall retain and preserve for the duration of the Agreement term (5 years), any records, books, documents, memoranda, reports, correspondence and any and all summaries thereof, relating to monitoring, sampling, and chemical analysis made by or on behalf of the SIU in connection with its regulated discharge. City shall have the right to inspect and/or copy such documents as necessary to determine compliance with this Agreement and the City Code.

Monitoring

Any Additional Provisions or Modifications

CITY OF MARSHALL
INDUSTRIAL WASTEWATER DISCHARGE PERMIT

PERMIT

Permittee Name ("Permittee")	Iowa Turkey Products dba Turkey Valley Farms (TVF)
Permittee Address ("Property")	112 South 6 th Street, Marshall, Minnesota

Pursuant to the provisions of Minnesota Statutes, chapters 412 and 444, the Code of Ordinances, City of Marshall, Minnesota ("City Code"), Permittee, as an industrial user, is hereby permitted to discharge industrial wastewater from its Property into City of Marshall wastewater treatment system consistent with the applicable provisions of the City Code and the Wastewater Discharge Agreement ("Agreement") the Permittee is required to enter into with the City as a condition of this permit.

This permit is granted in accordance with, and is subject to, the restrictions, requirements, and other conditions set forth in the City's sewer use / rate ordinance which is considered part of this permit and the Agreement. The discharge to the Wastewater Treatment Plant shall be in accordance with the effluent limitations, monitoring requirements and other conditions set forth in the Agreement and all applicable state and federal laws, including the terms and conditions of City's National Pollutant Discharge Elimination System and State Disposal System ("NPDES/SDS") Permit (No. MN0022179).

Effective Date: _____ day of _____, 2024

Expiration Date: _____ day of _____, 2029

Issued by: _____
Wastewater Superintendent

Permittee

Title: _____

Approved: _____
Mayor

Date: _____

Attest: _____
City Administrator

Date: _____

**CITY OF MARSHALL
WASTEWATER DISCHARGE AGREEMENT**

Permittee Name (“ Permittee ”)	Iowa Turkey Products dba Turkey Valley Farms (TVF)
Permittee Address (“ Property ”)	112 South 6 th Street, Marshall, Minnesota
Effective Date (“ Effective Date ”)	July 1, 2024
Term (“ Term ”)	Five years (July 1, 2024, to June 30, 2029)

This Wastewater Discharge Agreement (“**Agreement**”) is made and entered into by and between the City of Marshall, a Minnesota municipal corporation, (“**City**”) and Permittee. City and Permittee may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

- A. City owns and operates a wastewater treatment plant (“**WWTP**”) located within City and that discharges to the Redwood River.
- B. Permittee owns the Property and desires to discharge industrial wastewater from the Property into the City’s sanitary sewer system, which is then treated in the WWTP.
- C. Pursuant to Section 78-26 of Code of Ordinances, City of Marshall, Minnesota (“**City Code**”), the Permittee constitutes a “significant industrial user” and is subject to the restrictions and requirements imposed on such users under Article 78-II of City Code, including the requirement to obtain a permit from City to discharge into the WWTP.
- D. City issued Permittee an Industrial Wastewater Discharge Permit (“**Permit**”) to allow the Permittee to discharge wastewater from the Property into City’s sanitary sewer system and to be treated at its WWTP, which was conditioned on Permittee entering into this Agreement with City.
- E. City has a National Pollutant Discharge Elimination System and State Disposal System Permit (No. MN0022179), attached hereto as Exhibit A (“**City NPDES Permit**”) that is administered and enforced by the Minnesota Pollution Control Agency under the Federal Clean Water Act (33 U.S.C. 1251, et seq.), Minnesota Statutes, chapters 115 and 116, and by Minnesota Rules, chapters 7001 and 7050.
- F. City and Permittee desire to enter into this Agreement to allow Permittee to discharge wastes from the Property into the WWTP in accordance with the effluent limitations, monitoring requirements, and other terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

I. GENERAL PROVISIONS

- (1) Connection Permitted. The City hereby agrees to allow the Permittee to connect the Property to the City's sanitary sewer system for treatment at its WWTP, conditioned on the Permittee complying with all terms and conditions set out in this Agreement.
- (2) Compliance. Permittee agrees to not cause or contribute to any violation of the effluent limitations in this Agreement, any of the terms, conditions, or effluent limitations set forth in the City NPDES Permit, or to any federal, state, or local law, rule, regulation, or ordinance including, but not limited to, the Article 78-II of the City Code.
- (3) Noncompliance. Permittee agrees that it shall be responsible and liable for any damages, fines, or penalties that may be imposed against Permittee or City by any regulatory authority having jurisdiction over the same for any damages or violations attributable to or caused by Permittee. Permittee also agrees to compensate City for any costs incurred by City related to such violations including, but not limited to, legal fees associated with responding to such violations or a violation of this Agreement.
- (4) Term. This Agreement and the authorization to discharge from the Property into the WWTP is in effect for the Term identified above, unless terminated earlier as provided herein.
- (5) Entire Agreement. This Agreement, including the recitals, exhibits, City NPDES Permit, and all other documents referenced herein (all of which are incorporated in and made part of this Agreement), constitutes the entire agreement between the parties regarding this matter. The conditions of this Agreement supersede any prior agreements between City and Permittee, and may, where permissible under applicable law, be more restrictive than applicable federal, state, or local law, rule, regulation, or ordinance pertaining to discharges from the Property to the WWTP.
- (6) Controlling Language. This Agreement is to be interpreted to be consistent with applicable laws, but to the extent there is any direct conflict between the provisions of the City Code and an express provision of this Agreement, including the special provisions in Exhibit B, the terms of this Agreement are controlling. The language in Exhibit B is intended to allow modifications in this Agreement to specifically address the circumstances of a particular industrial user. If there is a conflict between the text of this Agreement and the requirements, exemptions, limitations, or standards contained in the attached Exhibit B, the language in Exhibit B shall be

controlling. Except to the extent expressly modified in Exhibit B, any portion of a section of this Agreement that does not directly conflict with the language in Exhibit B shall remain in effect and is binding on the Permittee.

- (7) Modifications to Agreement. The parties agree this Agreement may be modified as follows.
- (a) Changes in City NPDES Permit. If at any time during the Term of this Agreement the City NPDES Permit is modified or reissued, this Agreement shall be subject to modification in any manner that City deems necessary to ensure ongoing and future compliance with the City NPDES Permit and all applicable terms therein including, but not limited to, any monitoring requirements, compliance schedules, effluent limits, variances, and limits or regulations related to biosolids management.
 - (b) City Changes. The terms and conditions of this Agreement shall also be subject to modification or amendment at City's discretion if City determines such modification(s) or amendment(s) is necessary to protect the public health; ensure proper operation and maintenance of City's WWTP; to ensure compliance with all applicable state and federal laws and regulations; to ensure compliance with any compliance agreements between City and Minnesota Pollution Control Agency and/or the United States Environmental Protection Agency; to ensure compliance with any legal orders or settlement agreements in any way related to City's WWTP; or for any other reasonable basis.
 - (c) Notification. City shall notify Permittee in writing of any change under paragraph (a) or (b) of this section at least 30 days prior to the effective date. The notice shall detail the changes and identify the date on which the changes will go into effect. On the effective date, the changes shall be deemed incorporated in and made part of this Agreement as if fully set out herein.
 - (d) Other Changes. Any other changes to this Agreement are only effective if they are in writing and executed by both parties. If Permittee requests any changes to this Agreement, it shall submit them in writing to City. The City's Wastewater Superintendent shall review the proposed changes and make a recommendation to the City Council regarding any proposed amendments.
- (8) Permittee Obligations. Permittee agrees to do the following as part of its obligations under this Agreement.
- (a) Duty to Report. Permittee shall immediately report to City any change in the volume or characteristics of industrial wastewater introduced into City's wastewater treatment system which Permittee knows, or has reason to believe, will have either singly, or by interaction with other waste, a negative impact on the wastewater treatment process. In such cases, this Agreement

will be subject to modification or termination by City in accordance with the terms of this Agreement and the City Code.

- (b) Sampling Devices. At the direction of City, Permittee agrees to install, operate, and maintain sampling and monitoring devices in proper working order at its own expense.
- (c) Inspections. Permittee agrees to allow City to enter upon the Property, or any other Permittee property as needed, to inspect the monitoring point, any pretreatment facilities, and any other facilities as may be needed to determine compliance with this Agreement and the City Code.
- (d) Accurate Reports. Permittee agrees to not knowingly make any false statement, representation, or certification in any record, report, or plan required to be submitted to City under this Agreement.
- (9) User Charges. User charges are subject to change upon City's adoption of a new or amended fee schedule. Any new or amended fee schedules are available and published on the City's website.
- (10) No Release. This Agreement shall not release Permittee from any liability, duty, or penalty imposed by the State of Minnesota or State and Federal statutes, regulations, or local ordinances. Permittee is required to comply with the general pretreatment regulations identified in 40 C.F.R., Part 403 and the Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR, Chapter I, Subchapter N. Nothing in this Agreement waives the right of the U.S. Environmental Protection Agency or the State of Minnesota from commencing appropriate enforcement action to correct any violation of the general pretreatment regulations or of this Agreement.
- (11) Assignment. This Agreement shall not be assigned or transferred without the prior written consent of City.

II. DISCHARGE LIMITS

- (1) Limitations. The discharge from the Property shall be subject to the discharge limitations set out in Table 1, which is part of the attached Exhibit B (and as otherwise described in this Section II) where the discharge enters the public wastewater system. All sampling reports shall be forwarded to City as soon as the Permittee receives them.
- (2) Chloride Limits and Compliance Schedule. The City NPDES Permit contains a final calendar month average chloride limit of 261 mg/L. City received a 10-year chloride limit variance, which requires City to meet an interim calendar month average chloride limit of 468 mg/L during the term of the variance. This interim limit will be re-evaluated after 5 years in accordance with Minnesota Rules, part

7050.0190, subpart 8 and adjusted accordingly to ensure City discharges the highest quality effluent throughout the term of the variance. To ensure City can meet both the interim and final chloride limits in the City NPDES Permit, City is implementing annual tiered chloride limits that become more restrictive over time to all Significant Industrial Users. The annual tiered chloride limits applicable to the Permittee are set out in Table 2, which is part of the attached Exhibit B. The Permittee shall comply with the chloride limits set out in Table 2. Failure to comply with the tiered chloride limits will result in the imposition of fines, penalties, and costs, and may also result in the termination of the Agreement and the Permit.

- (3) Sulfate Pollutant Minimization Plan. The City NPDES Permit contains a sulfate compliance schedule with final sulfate limits of 968 mg/L as a calendar month average, and 1147 mg/L as a daily maximum. City must obtain compliance with these limits by 2039. A condition of the sulfate compliance schedule is that City must develop a Sulfate Management Plan, which will include sampling, identification, and minimization of industrial sources of sulfates. The Permittee shall develop its own Sulfate Management Plan, which must include sampling, identification, and minimization of its sources of sulfates. The Permittee shall also cooperate and assist the City in developing and implementing the City's Sulfate Management Plan. City may exercise its authority under Section I (7) of this Agreement to modify this section to include specific requirements for sulfate monitoring, source investigation and minimization, and/or pretreatment that City determines are necessary to obtain compliance with the final sulfate limits.
- (4) PFAS Monitoring, Reductions, and Pre-Treatment Requirements. For purposes of this Agreement, PFAS (per- and polyfluoroalkyl substances) shall be defined consistent with applicable state and federal regulatory definitions but shall at minimum encompass all non-polymeric perfluoroalkyl or polyfluoroalkyl substances that contain at least two sequential fully fluorinated carbon atoms, excluding gases and volatile liquids. The Permittee shall cooperate and assist the City in developing and implementing the City's PFAS Management Plan. The City may exercise its discretion under Section I (7) to provide notice and modify this section of the Agreement to include specific requirements for PFAS monitoring, source investigation, and minimization, and/or pretreatment that the City determines are necessary to obtain compliance with the final PFAS limits.
- (5) Additional Restrictions or Requirements. The Permittee shall also comply with the additional restrictions or requirements regarding the discharge from its Property into the City's wastewater system as may be set out in the attached Exhibit B (if any).

III. PROHIBITED DISCHARGES

- (1) Prohibition. No person shall discharge, or cause to be discharged, to City's wastewater system or otherwise conveyed to the WWTP, either directly or indirectly, any pollutants, which may pass through or cause interference (as defined

in City Code) with treatment or operations. Additionally, no person shall discharge or cause to be discharged any of the following described wastes to the City's collection system or WWTP, except to the extent expressly exempted in the attached Exhibit B:

- (a) Unpolluted Water. Storm water, ground water, or flow from roof runoff, subsurface drainage, downspouts, yard drains, yard fountain drains, swimming pools, ponds, or lawn sprays into any sanitary sewer. Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers or discharged to a natural outlet approved by the Approving Authority.
- (b) High Temperature. Any liquid having a temperature higher than 104 degrees Fahrenheit (40 degrees Centigrade). City may grant an exception where it has been shown that the high temperature wastewater would not cause any significant wastewater works problems.
- (c) Certain Substances. Any water or wastes which contain wax, grease or oil, plastic or other substance that will solidify or become discernibly viscous at temperatures between 32 degrees to 104 degrees Fahrenheit.
- (d) Flammables. Any solids, liquids or gases which by themselves or by interaction with other substances may cause fire or explosion hazards, or in any other way may be injurious to persons, property, or the operator of the wastewater treatment facilities, including, but not limited to, waste streams with a closed cup flashpoint of not less than 140 degrees Fahrenheit (60 degrees Celsius) using test methods specified in 40 CFR 261.21.
- (e) Obstructive Substances. Any solids, slurries, or viscous substances of such character as to be capable of causing obstruction to the flow in sewers or other interference with the proper operation of the wastewater treatment facilities, such as ashes, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, whole blood, paunch manure, hair and fleshings, entrails, lime slurry, lime residues, chemical residues, or bulk solids.
- (f) Garbage. Any garbage that has not been properly comminuted or shredded.
- (g) Odorous Substances. Any chemical, waste, noxious or malodorous substance, which either singly or by interaction with other substances is capable of causing or contributing to objectionable odors, or hazards to life, or which City reasonably believes could present risks to human health or the environment; or forms solids in concentrations exceeding limits established in Section 78-47 or creates any other condition deleterious to structures or treatment processes; or requires unusual provisions, alterations, or expense to handle such materials; or City reasonably believes could expose City to legal or financial liability.

- (h) Corrosives. Pollutants which will cause corrosive structural damage to the wastewater treatment plant and in no case, any waters or wastes having a pH lower than 5.0 or higher than 10.5 or having any corrosive property capable of causing damage or hazards to structures, equipment, or personnel. City may grant an exception where it has been shown that the high or low pH would not cause any significant wastewater works problems.
- (i) Certain Solids. Any wastes or waters containing suspended or dissolved solids of such character and quantity that unusual attention or expense is required to handle such materials in the wastewater collection and treatment facilities.
- (j) Radioactive Wastes. Any radioactive wastes greater than allowable releases as specified by current United States Bureau of Standards Handbooks dealing with the handling and release of radioactive materials.
- (k) Hazardous Wastes. Any waters or wastes including hazardous wastes in sufficient quantity either singularly or following interaction with any other substance to injure or interfere with any wastewater treatment process, to constitute a hazard to humans or animals, or to create any hazard in the receiving water of the wastewater treatment facilities.
- (l) Emulsified Substances. Free or emulsified oil and grease exceeding on analysis an average of 100 parts per million (834 pounds per million gallons) of either or both, or combinations of free emulsified oil and grease, if in the opinion of the Approving Authority it appears probable that such wastes:
 - (1) Can deposit grease or oil in the sewer lines in such a manner to clog the sewers.
 - (2) Are not amenable to bacterial action and will therefore pass to the receiving waters without being affected by normal wastewater treatment processes.
 - (3) Can have deleterious effects on the treatment process.
- (m) Specific Materials. Materials which exert or cause:
 - (1) Unusual concentrations of solids or composition; as for example, in total suspended solids of inert nature (such as Fuller's Earth) and/or in total dissolved solids (such as sodium chloride or sodium sulfate);
 - (2) Excessive discoloration;

- (3) Unusual biochemical oxygen demand or unusual immediate oxygen demand; or
- (4) High hydrogen sulfide content.
- (n) Molybdenum. Molybdenum based wastes, including, but not limited to, cooling tower chemical additives, boiler additives, antifreeze, and lubricants.
- (o) Violate Permit. Any discharge that would cause City to violate the requirements of the City NPDES Permit.
- (p) Slug Load. “Slug load” of waste or wastes to the collection system, which may be harmful to the operation and maintenance of the WWTP. Where, in the opinion of the City engineer, slugging does occur, Permittee shall construct and maintain, at their own expense, a storage reservoir of sufficient capacity with flow control equipment to ensure an equalized discharge over a 24-hour period. For the purposes of this Agreement, a “slug load” is defined as any flow rate or concentration or quantity of pollutants that may cause inhibition or disruption of the operation or maintenance of the WWTP.

IV. REPORTS AND MONITORING

- (1) Reports. Permittee shall provide City the reports identified in the attached Exhibit B in accordance with the schedule identified in the exhibit.
- (2) Monitoring. Unless expressly exempted or modified in the attached Exhibit B, Permittee shall be responsible for monitoring the flow from its Property in accordance with this part.
 - A. Continuous Monitoring. Permittee shall be responsible for continuously monitoring flow with a primary flow-measuring device, pH meter, and a 24-hour composite sampler all located on its Property or such other location as identified in Exhibit B. Permittee shall calibrate the flow meter, pH meter, and collect daily samples. Permittee will be responsible for performing maintenance on its analytical instruments as required to ensure accuracy of measurement along with repairs or replacement of all equipment as needed. A professional calibration shall be performed on all equipment at least annually with the results being reported to the City as soon as they are received.
 - (a) Schedule. Frequency and type of monitoring shall be in accordance with the schedule in Table 3 included in Exhibit B. The City will collect and perform testing on the wastewater samples.
 - (b) When Not Monitored. During the time or times when flow monitoring equipment is not in place or inoperative, an average daily flow will be used to determine loading. In case of equipment failure, immediate repair efforts

shall be implemented. Permittee shall provide a daily summary of flow estimates during periods of flow monitoring equipment malfunction to City no later than the fifth day of the following month.

- (c) Inspections. City shall have a right to inspect the monitoring site and equipment at reasonable times upon prior notice to Permittee.
- (d) Records Retention. City shall retain and preserve for the Term of this Agreement any records, books, documents, memoranda, reports, correspondence, and any and all summaries thereof, relating to monitoring, sampling and chemical analysis of Permittee's discharge to the City system. Permittee shall have the right to copy such documents as Permittee determines necessary and at its own cost.

V. CHARGES AND RESPONSIBILITIES

- (1) Costs. In addition to the charges for sewer use under Section 78-94 of the City Code, Permittee shall be responsible for the following:
 - (a) The costs of additional sampling required due to violations caused by Permit exceedances; and
 - (b) The cost of designing, constructing and/or operating any required pretreatment facility or any additional sampling or flow measuring structures or monitoring equipment necessary to properly monitor any pollutants permitted by a change in the terms of this Agreement. Plans and specifications for such facilities shall be approved by City prior to installation.

VI. FINES, PENALTIES & COSTS

- (1) Enforcement. The discharge of waste not in compliance with the effluent limitations set forth in Section II of this Agreement is a violation of this Agreement and is subject to the enforcement procedures set forth in Section 78-48 of the City Code and another other enforcement procedures available to City under law.
- (2) Penalties. Penalties shall be levied for each parameter violation per day of violation and shall be cumulative.

VII. ACCIDENTAL DISCHARGE

- (1) Notification. Permittee shall notify City immediately and, as appropriate, the Environmental Protection Agency and/or Minnesota Pollution Control Agency upon having a slug or accidental discharge of substances or wastewater or hazardous wastes in violation of the permit or this Agreement in order to enable countermeasures to be taken by City to minimize damage to the treatment system and receiving waters. Such notification shall not relieve Permittee for any fine,

expense, loss or damage to the treatment system or process or for any fines imposed by or on City because of any State or Federal law.

- (2) Temporary Discharges. The parties recognize it is inevitable that equipment failures or plant malfunctions may require temporary discharge of wastes in excess of permitted values. In this event, the Wastewater Superintendent shall be notified immediately and will direct the industry of an acceptable method for waste disposal. Failure to notify City shall result in violation of contract and fines, penalties, and fees shall be imposed pursuant to this Agreement and City Code.

VIII. TERMINATION, SUSPENSION AND REVOCATION

- (1) Suspension or Termination. City may suspend wastewater service, or terminate the Permit and this Agreement as provided in this Agreement. Except in an emergency, any such suspension or termination will be proceeded by City providing Permittee at least 10 days written notice. The notice shall identify the basis for the suspension or termination. The reasons City may suspend or terminate the Permit and this Agreement include, but are not limited to, those set out below.
 - (a) Failure of Permittee to comply with any provisions of this Agreement, any applicable provisions of federal and state law and regulation, any applicable provisions of Chapter 78 or other applicable provisions of the City Code, or any compliance order or other orders from City related to this Agreement.
 - (b) When, in the reasonable opinion of City, it is necessary to prevent or stop an actual or threatened discharge which presents, or may present, an imminent or substantial endangerment to the health or welfare of persons, to the environment or to the wastewater treatment system.
 - (c) If Permittee fails factually to report the wastewater constituents and characteristics of its discharge, significant changes in wastewater constituents or characteristics, refuses reasonable access to its premises for the purpose of inspection or monitoring, repeatedly violates conditions of this Agreement, or refuses to pay penalties imposed by the permit.
 - (d) In the event Permittee increases its production capacity or modifies its industrial process in such a way that the quantity or strength of its wastewater will exceed the effluent limitations of this Agreement or cause or contribute to an exceedance of the effluent limitations in the City NPDES Permit, or Permittee fails to report significant changes in wastewater constituents or characteristics or otherwise violates this Agreement or the City Code.

IX. NOTIFICATION OF VIOLATION AND RESPONSE

- (1) City Notice. In case of a violation of this Agreement, City shall notify Permittee in writing, stating the nature of the violation. The notice shall also state the amount of the fines, penalties, and cost to be imposed for the violation, and may require

Permittee to complete corrective actions to ensure ongoing and future compliance with this Agreement and the City Code.

- (2) Permittee Response. Permittee shall respond to City's notice within 30 days, including each of the following: payment of any fines, penalties, and costs; an explanation of the cause of violation; a summary of measures to be taken to prevent recurrences; and a time schedule for implementation.
- (3) No Waiver. Failure of City to provide timely notice does not absolve Permittee of liability for the violation or for payment of penalties for the violation.

X. MISCELLANEOUS PROVISIONS

- (1) Indemnification. To the fullest extent permitted by law, Permittee agrees to defend, indemnify, and hold harmless City, and its employees, officials and agents from and against all claims, causes of action, suits, demands, damages, losses and expenses, including reasonable attorneys' fees, arising out of or related to Permittee's discharge of wastes to the City's WWTP, Permittee's own negligence, or its failure to perform its obligations under this Agreement. Permittee agrees this indemnity obligation shall survive the completion or termination of this Agreement.
- (2) No Property Rights. The issuance of this Contract does not convey any property rights in either real or personal property or any exclusive privileges, nor any waiver of federal, state or local laws or regulations.
- (3) Provisions Severable. If any provision, paragraph, word, section, or article of this Agreement is held unconstitutional or invalidated by a court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and articles shall not be affected and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year written below.

PERMITTEE

By: _____

Its: _____

Date: _____

CITY OF MARSHALL

By: _____
Its: Mayor

Date: _____

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

EXHIBIT A
City NPDES Permit

EXHIBIT B
Special Provisions

Discharge Limits – Table 1

Effluent Parameter and Unit of Measurement	Monthly Average Value
Flow (gallons per day)	700,000
Carbonaceous Biochemical Oxygen Demand (CBOD5) (lbs. per day)	3,300
Total Suspended Solids (TSS) (lbs. per day)	1,800
Chlorides (mg/L)	See Table 2 for limit
pH (shall be met at all times and shall not be subject to averaging.)	5.0 – 10.5

- (3) Sulfate Pollutant Minimization Plan. A condition of the sulfate compliance schedule is that City must develop a Sulfate Management Plan, which will include sampling, identification, and minimization of industrial sources of sulfates. In lieu of developing their own Sulfate Management Plan the Permittee shall cooperate and assist City in developing and implementing City's Sulfate Management Plan. City may exercise its authority under Section 6(b) (City Changes) of this Agreement to modify this section to include specific requirements for sulfate monitoring, source investigation and minimization, and/or pretreatment that City determines are necessary to obtain compliance with the final sulfate limits.

Chloride Limits – Table 2

Year	CL mg/L
July 1, 2024, to June 30, 2025	468
July 1, 2025, to June 30, 2026	428
July 1, 2026, to June 30, 2027	388
July 1, 2027, to June 30, 2028	348
July 1, 2028, to June 30, 2029	308

Additional Restrictions, Requirements, or Exemptions

Prohibited Discharges

Required Reports

Monitoring

(2) Monitoring.

(b) Schedule. Frequency and type of monitoring shall be in accordance with the schedule in Table 3. The City will collect and perform testing on the wastewater samples.

Table 3

Effluent Parameter and Unit of Measurement	Type of Sample	Frequency of Sampling
Flow	Continuous	Daily
Carbonaceous Biochemical Oxygen Demand (CBOD5)	24-hour composite	4 times/week
Total Suspended Solids	24-hour composite	4 times/week
pH	Grab	4 times/week
Phosphorus	24-hour composite	4 times/week
Chloride	24-hour composite	7 times/week
Sulfate	24-hour composite	1 time/month

Any Additional Provisions or Modifications

CITY OF MARSHALL
INDUSTRIAL WASTEWATER DISCHARGE PERMIT

PERMIT

Permittee Name ("Permittee")	Viessman Trucking, Inc.
Permittee Address ("Property")	804 Erie Road, Marshall, Minnesota

Pursuant to the provisions of Minnesota Statutes, chapters 412 and 444, the Code of Ordinances, City of Marshall, Minnesota ("City Code"), Permittee, as an industrial user, is hereby permitted to discharge industrial wastewater from its Property into City of Marshall wastewater treatment system consistent with the applicable provisions of the City Code and the Wastewater Discharge Agreement ("Agreement") the Permittee is required to enter into with the City as a condition of this permit.

This permit is granted in accordance with, and is subject to, the restrictions, requirements, and other conditions set forth in the City's sewer use / rate ordinance which is considered part of this permit and the Agreement. The discharge to the Wastewater Treatment Plant shall be in accordance with the effluent limitations, monitoring requirements and other conditions set forth in the Agreement and all applicable state and federal laws, including the terms and conditions of City's National Pollutant Discharge Elimination System and State Disposal System ("NPDES/SDS") Permit (No. MN0022179).

Effective Date: _____ day of _____, 2024

Expiration Date: _____ day of _____, 2029

Issued by: _____
Wastewater Superintendent

Permittee

Title: _____

Approved: _____
Mayor

Date: _____

Attest: _____
City Administrator

Date: _____

**CITY OF MARSHALL
WASTEWATER DISCHARGE AGREEMENT**

Permittee Name (“ Permittee ”)	Viessman Trucking, Inc.
Permittee Address (“ Property ”)	804 Erie Road, Marshall, Minnesota
Effective Date (“ Effective Date ”)	July 1, 2024
Term (“ Term ”)	Five years (July 1, 2024, to June 30, 2029)

This Wastewater Discharge Agreement (“**Agreement**”) is made and entered into by and between the City of Marshall, a Minnesota municipal corporation, (“**City**”) and Permittee. City and Permittee may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

- A. City owns and operates a wastewater treatment plant (“**WWTP**”) located within City and that discharges to the Redwood River.
- B. Permittee owns the Property and desires to discharge industrial wastewater from the Property into the City’s sanitary sewer system, which is then treated in the WWTP.
- C. Pursuant to Section 78-26 of Code of Ordinances, City of Marshall, Minnesota (“**City Code**”), the Permittee constitutes a “significant industrial user” and is subject to the restrictions and requirements imposed on such users under Article 78-II of City Code, including the requirement to obtain a permit from City to discharge into the WWTP.
- D. City issued Permittee an Industrial Wastewater Discharge Permit (“**Permit**”) to allow the Permittee to discharge wastewater from the Property into City’s sanitary sewer system and to be treated at its WWTP, which was conditioned on Permittee entering into this Agreement with City.
- E. City has a National Pollutant Discharge Elimination System and State Disposal System Permit (No. MN0022179), attached hereto as Exhibit A (“**City NPDES Permit**”) that is administered and enforced by the Minnesota Pollution Control Agency under the Federal Clean Water Act (33 U.S.C. 1251, et seq.), Minnesota Statutes, chapters 115 and 116, and by Minnesota Rules, chapters 7001 and 7050.
- F. City and Permittee desire to enter into this Agreement to allow Permittee to discharge wastes from the Property into the WWTP in accordance with the effluent limitations, monitoring requirements, and other terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

I. GENERAL PROVISIONS

- (1) Connection Permitted. The City hereby agrees to allow the Permittee to connect the Property to the City's sanitary sewer system for treatment at its WWTP, conditioned on the Permittee complying with all terms and conditions set out in this Agreement.
- (2) Compliance. Permittee agrees to not cause or contribute to any violation of the effluent limitations in this Agreement, any of the terms, conditions, or effluent limitations set forth in the City NPDES Permit, or to any federal, state, or local law, rule, regulation, or ordinance including, but not limited to, the Article 78-II of the City Code.
- (3) Noncompliance. Permittee agrees that it shall be responsible and liable for any damages, fines, or penalties that may be imposed against Permittee or City by any regulatory authority having jurisdiction over the same for any damages or violations attributable to or caused by Permittee. Permittee also agrees to compensate City for any costs incurred by City related to such violations including, but not limited to, legal fees associated with responding to such violations or a violation of this Agreement.
- (4) Term. This Agreement and the authorization to discharge from the Property into the WWTP is in effect for the Term identified above, unless terminated earlier as provided herein.
- (5) Entire Agreement. This Agreement, including the recitals, exhibits, City NPDES Permit, and all other documents referenced herein (all of which are incorporated in and made part of this Agreement), constitutes the entire agreement between the parties regarding this matter. The conditions of this Agreement supersede any prior agreements between City and Permittee, and may, where permissible under applicable law, be more restrictive than applicable federal, state, or local law, rule, regulation, or ordinance pertaining to discharges from the Property to the WWTP.
- (6) Controlling Language. This Agreement is to be interpreted to be consistent with applicable laws, but to the extent there is any direct conflict between the provisions of the City Code and an express provision of this Agreement, including the special provisions in Exhibit B, the terms of this Agreement are controlling. The language in Exhibit B is intended to allow modifications in this Agreement to specifically address the circumstances of a particular industrial user. If there is a conflict between the text of this Agreement and the requirements, exemptions, limitations, or standards contained in the attached Exhibit B, the language in Exhibit B shall be

controlling. Except to the extent expressly modified in Exhibit B, any portion of a section of this Agreement that does not directly conflict with the language in Exhibit B shall remain in effect and is binding on the Permittee.

- (7) Modifications to Agreement. The parties agree this Agreement may be modified as follows.
- (a) Changes in City NPDES Permit. If at any time during the Term of this Agreement the City NPDES Permit is modified or reissued, this Agreement shall be subject to modification in any manner that City deems necessary to ensure ongoing and future compliance with the City NPDES Permit and all applicable terms therein including, but not limited to, any monitoring requirements, compliance schedules, effluent limits, variances, and limits or regulations related to biosolids management.
 - (b) City Changes. The terms and conditions of this Agreement shall also be subject to modification or amendment at City's discretion if City determines such modification(s) or amendment(s) is necessary to protect the public health; ensure proper operation and maintenance of City's WWTP; to ensure compliance with all applicable state and federal laws and regulations; to ensure compliance with any compliance agreements between City and Minnesota Pollution Control Agency and/or the United States Environmental Protection Agency; to ensure compliance with any legal orders or settlement agreements in any way related to City's WWTP; or for any other reasonable basis.
 - (c) Notification. City shall notify Permittee in writing of any change under paragraph (a) or (b) of this section at least 30 days prior to the effective date. The notice shall detail the changes and identify the date on which the changes will go into effect. On the effective date, the changes shall be deemed incorporated in and made part of this Agreement as if fully set out herein.
 - (d) Other Changes. Any other changes to this Agreement are only effective if they are in writing and executed by both parties. If Permittee requests any changes to this Agreement, it shall submit them in writing to City. The City's Wastewater Superintendent shall review the proposed changes and make a recommendation to the City Council regarding any proposed amendments.
- (8) Permittee Obligations. Permittee agrees to do the following as part of its obligations under this Agreement.
- (a) Duty to Report. Permittee shall immediately report to City any change in the volume or characteristics of industrial wastewater introduced into City's wastewater treatment system which Permittee knows, or has reason to believe, will have either singly, or by interaction with other waste, a negative impact on the wastewater treatment process. In such cases, this Agreement

will be subject to modification or termination by City in accordance with the terms of this Agreement and the City Code.

- (b) Sampling Devices. At the direction of City, Permittee agrees to install, operate, and maintain sampling and monitoring devices in proper working order at its own expense.
- (c) Inspections. Permittee agrees to allow City to enter upon the Property, or any other Permittee property as needed, to inspect the monitoring point, any pretreatment facilities, and any other facilities as may be needed to determine compliance with this Agreement and the City Code.
- (d) Accurate Reports. Permittee agrees to not knowingly make any false statement, representation, or certification in any record, report, or plan required to be submitted to City under this Agreement.
- (9) User Charges. User charges are subject to change upon City's adoption of a new or amended fee schedule. Any new or amended fee schedules are available and published on the City's website.
- (10) No Release. This Agreement shall not release Permittee from any liability, duty, or penalty imposed by the State of Minnesota or State and Federal statutes, regulations, or local ordinances. Permittee is required to comply with the general pretreatment regulations identified in 40 C.F.R., Part 403 and the Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR, Chapter I, Subchapter N. Nothing in this Agreement waives the right of the U.S. Environmental Protection Agency or the State of Minnesota from commencing appropriate enforcement action to correct any violation of the general pretreatment regulations or of this Agreement.
- (11) Assignment. This Agreement shall not be assigned or transferred without the prior written consent of City.

II. DISCHARGE LIMITS

- (1) Limitations. The discharge from the Property shall be subject to the discharge limitations set out in Table 1, which is part of the attached Exhibit B (and as otherwise described in this Section II) where the discharge enters the public wastewater system. All sampling reports shall be forwarded to City as soon as the Permittee receives them.
- (2) Chloride Limits and Compliance Schedule. The City NPDES Permit contains a final calendar month average chloride limit of 261 mg/L. City received a 10-year chloride limit variance, which requires City to meet an interim calendar month average chloride limit of 468 mg/L during the term of the variance. This interim limit will be re-evaluated after 5 years in accordance with Minnesota Rules, part

7050.0190, subpart 8 and adjusted accordingly to ensure City discharges the highest quality effluent throughout the term of the variance. To ensure City can meet both the interim and final chloride limits in the City NPDES Permit, City is implementing annual tiered chloride limits that become more restrictive over time to all Significant Industrial Users. The annual tiered chloride limits applicable to the Permittee are set out in Table 2, which is part of the attached Exhibit B. The Permittee shall comply with the chloride limits set out in Table 2. Failure to comply with the tiered chloride limits will result in the imposition of fines, penalties, and costs, and may also result in the termination of the Agreement and the Permit.

- (3) Sulfate Pollutant Minimization Plan. The City NPDES Permit contains a sulfate compliance schedule with final sulfate limits of 968 mg/L as a calendar month average, and 1147 mg/L as a daily maximum. City must obtain compliance with these limits by 2039. A condition of the sulfate compliance schedule is that City must develop a Sulfate Management Plan, which will include sampling, identification, and minimization of industrial sources of sulfates. The Permittee shall develop its own Sulfate Management Plan, which must include sampling, identification, and minimization of its sources of sulfates. The Permittee shall also cooperate and assist the City in developing and implementing the City's Sulfate Management Plan. City may exercise its authority under Section I (7) of this Agreement to modify this section to include specific requirements for sulfate monitoring, source investigation and minimization, and/or pretreatment that City determines are necessary to obtain compliance with the final sulfate limits.
- (4) PFAS Monitoring, Reductions, and Pre-Treatment Requirements. For purposes of this Agreement, PFAS (per- and polyfluoroalkyl substances) shall be defined consistent with applicable state and federal regulatory definitions but shall at minimum encompass all non-polymeric perfluoroalkyl or polyfluoroalkyl substances that contain at least two sequential fully fluorinated carbon atoms, excluding gases and volatile liquids. The Permittee shall cooperate and assist the City in developing and implementing the City's PFAS Management Plan. The City may exercise its discretion under Section I (7) to provide notice and modify this section of the Agreement to include specific requirements for PFAS monitoring, source investigation, and minimization, and/or pretreatment that the City determines are necessary to obtain compliance with the final PFAS limits.
- (5) Additional Restrictions or Requirements. The Permittee shall also comply with the additional restrictions or requirements regarding the discharge from its Property into the City's wastewater system as may be set out in the attached Exhibit B (if any).

III. PROHIBITED DISCHARGES

- (1) Prohibition. No person shall discharge, or cause to be discharged, to City's wastewater system or otherwise conveyed to the WWTP, either directly or indirectly, any pollutants, which may pass through or cause interference (as defined

in City Code) with treatment or operations. Additionally, no person shall discharge or cause to be discharged any of the following described wastes to the City's collection system or WWTP, except to the extent expressly exempted in the attached Exhibit B:

- (a) Unpolluted Water. Storm water, ground water, or flow from roof runoff, subsurface drainage, downspouts, yard drains, yard fountain drains, swimming pools, ponds, or lawn sprays into any sanitary sewer. Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers or discharged to a natural outlet approved by the Approving Authority.
- (b) High Temperature. Any liquid having a temperature higher than 104 degrees Fahrenheit (40 degrees Centigrade). City may grant an exception where it has been shown that the high temperature wastewater would not cause any significant wastewater works problems.
- (c) Certain Substances. Any water or wastes which contain wax, grease or oil, plastic or other substance that will solidify or become discernibly viscous at temperatures between 32 degrees to 104 degrees Fahrenheit.
- (d) Flammables. Any solids, liquids or gases which by themselves or by interaction with other substances may cause fire or explosion hazards, or in any other way may be injurious to persons, property, or the operator of the wastewater treatment facilities, including, but not limited to, waste streams with a closed cup flashpoint of not less than 140 degrees Fahrenheit (60 degrees Celsius) using test methods specified in 40 CFR 261.21.
- (e) Obstructive Substances. Any solids, slurries, or viscous substances of such character as to be capable of causing obstruction to the flow in sewers or other interference with the proper operation of the wastewater treatment facilities, such as ashes, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, whole blood, paunch manure, hair and fleshings, entrails, lime slurry, lime residues, chemical residues, or bulk solids.
- (f) Garbage. Any garbage that has not been properly comminuted or shredded.
- (g) Odorous Substances. Any chemical, waste, noxious or malodorous substance, which either singly or by interaction with other substances is capable of causing or contributing to objectionable odors, or hazards to life, or which City reasonably believes could present risks to human health or the environment; or forms solids in concentrations exceeding limits established in Section 78-47 or creates any other condition deleterious to structures or treatment processes; or requires unusual provisions, alterations, or expense to handle such materials; or City reasonably believes could expose City to legal or financial liability.

- (h) Corrosives. Pollutants which will cause corrosive structural damage to the wastewater treatment plant and in no case, any waters or wastes having a pH lower than 5.0 or higher than 10.5 or having any corrosive property capable of causing damage or hazards to structures, equipment, or personnel. City may grant an exception where it has been shown that the high or low pH would not cause any significant wastewater works problems.
- (i) Certain Solids. Any wastes or waters containing suspended or dissolved solids of such character and quantity that unusual attention or expense is required to handle such materials in the wastewater collection and treatment facilities.
- (j) Radioactive Wastes. Any radioactive wastes greater than allowable releases as specified by current United States Bureau of Standards Handbooks dealing with the handling and release of radioactive materials.
- (k) Hazardous Wastes. Any waters or wastes including hazardous wastes in sufficient quantity either singularly or following interaction with any other substance to injure or interfere with any wastewater treatment process, to constitute a hazard to humans or animals, or to create any hazard in the receiving water of the wastewater treatment facilities.
- (l) Emulsified Substances. Free or emulsified oil and grease exceeding on analysis an average of 100 parts per million (834 pounds per million gallons) of either or both, or combinations of free emulsified oil and grease, if in the opinion of the Approving Authority it appears probable that such wastes:
 - (1) Can deposit grease or oil in the sewer lines in such a manner to clog the sewers.
 - (2) Are not amenable to bacterial action and will therefore pass to the receiving waters without being affected by normal wastewater treatment processes.
 - (3) Can have deleterious effects on the treatment process.
- (m) Specific Materials. Materials which exert or cause:
 - (1) Unusual concentrations of solids or composition; as for example, in total suspended solids of inert nature (such as Fuller's Earth) and/or in total dissolved solids (such as sodium chloride or sodium sulfate);
 - (2) Excessive discoloration;

- (3) Unusual biochemical oxygen demand or unusual immediate oxygen demand; or
- (4) High hydrogen sulfide content.
- (n) Molybdenum. Molybdenum based wastes, including, but not limited to, cooling tower chemical additives, boiler additives, antifreeze, and lubricants.
- (o) Violate Permit. Any discharge that would cause City to violate the requirements of the City NPDES Permit.
- (p) Slug Load. “Slug load” of waste or wastes to the collection system, which may be harmful to the operation and maintenance of the WWTP. Where, in the opinion of the City engineer, slugging does occur, Permittee shall construct and maintain, at their own expense, a storage reservoir of sufficient capacity with flow control equipment to ensure an equalized discharge over a 24-hour period. For the purposes of this Agreement, a “slug load” is defined as any flow rate or concentration or quantity of pollutants that may cause inhibition or disruption of the operation or maintenance of the WWTP.

IV. REPORTS AND MONITORING

- (1) Reports. Permittee shall provide City the reports identified in the attached Exhibit B in accordance with the schedule identified in the exhibit.
- (2) Monitoring. Unless expressly exempted or modified in the attached Exhibit B, Permittee shall be responsible for monitoring the flow from its Property in accordance with this part.
 - A. Continuous Monitoring. Permittee shall be responsible for continuously monitoring flow with a primary flow-measuring device, pH meter, and a 24-hour composite sampler all located on its Property or such other location as identified in Exhibit B. Permittee shall calibrate the flow meter, pH meter, and collect daily samples. Permittee will be responsible for performing maintenance on its analytical instruments as required to ensure accuracy of measurement along with repairs or replacement of all equipment as needed. A professional calibration shall be performed on all equipment at least annually with the results being reported to the City as soon as they are received.
 - (a) Schedule. Frequency and type of monitoring shall be in accordance with the schedule in Table 3 included in Exhibit B. The City will collect and perform testing on the wastewater samples.
 - (b) When Not Monitored. During the time or times when flow monitoring equipment is not in place or inoperative, an average daily flow will be used to determine loading. In case of equipment failure, immediate repair efforts

shall be implemented. Permittee shall provide a daily summary of flow estimates during periods of flow monitoring equipment malfunction to City no later than the fifth day of the following month.

- (c) Inspections. City shall have a right to inspect the monitoring site and equipment at reasonable times upon prior notice to Permittee.
- (d) Records Retention. City shall retain and preserve for the Term of this Agreement any records, books, documents, memoranda, reports, correspondence, and any and all summaries thereof, relating to monitoring, sampling and chemical analysis of Permittee's discharge to the City system. Permittee shall have the right to copy such documents as Permittee determines necessary and at its own cost.

V. CHARGES AND RESPONSIBILITIES

- (1) Costs. In addition to the charges for sewer use under Section 78-94 of the City Code, Permittee shall be responsible for the following:
 - (a) The costs of additional sampling required due to violations caused by Permit exceedances; and
 - (b) The cost of designing, constructing and/or operating any required pretreatment facility or any additional sampling or flow measuring structures or monitoring equipment necessary to properly monitor any pollutants permitted by a change in the terms of this Agreement. Plans and specifications for such facilities shall be approved by City prior to installation.

VI. FINES, PENALTIES & COSTS

- (1) Enforcement. The discharge of waste not in compliance with the effluent limitations set forth in Section II of this Agreement is a violation of this Agreement and is subject to the enforcement procedures set forth in Section 78-48 of the City Code and another other enforcement procedures available to City under law.
- (2) Penalties. Penalties shall be levied for each parameter violation per day of violation and shall be cumulative.

VII. ACCIDENTAL DISCHARGE

- (1) Notification. Permittee shall notify City immediately and, as appropriate, the Environmental Protection Agency and/or Minnesota Pollution Control Agency upon having a slug or accidental discharge of substances or wastewater or hazardous wastes in violation of the permit or this Agreement in order to enable countermeasures to be taken by City to minimize damage to the treatment system and receiving waters. Such notification shall not relieve Permittee for any fine,

expense, loss or damage to the treatment system or process or for any fines imposed by or on City because of any State or Federal law.

- (2) Temporary Discharges. The parties recognize it is inevitable that equipment failures or plant malfunctions may require temporary discharge of wastes in excess of permitted values. In this event, the Wastewater Superintendent shall be notified immediately and will direct the industry of an acceptable method for waste disposal. Failure to notify City shall result in violation of contract and fines, penalties, and fees shall be imposed pursuant to this Agreement and City Code.

VIII. TERMINATION, SUSPENSION AND REVOCATION

- (1) Suspension or Termination. City may suspend wastewater service, or terminate the Permit and this Agreement as provided in this Agreement. Except in an emergency, any such suspension or termination will be proceeded by City providing Permittee at least 10 days written notice. The notice shall identify the basis for the suspension or termination. The reasons City may suspend or terminate the Permit and this Agreement include, but are not limited to, those set out below.
 - (a) Failure of Permittee to comply with any provisions of this Agreement, any applicable provisions of federal and state law and regulation, any applicable provisions of Chapter 78 or other applicable provisions of the City Code, or any compliance order or other orders from City related to this Agreement.
 - (b) When, in the reasonable opinion of City, it is necessary to prevent or stop an actual or threatened discharge which presents, or may present, an imminent or substantial endangerment to the health or welfare of persons, to the environment or to the wastewater treatment system.
 - (c) If Permittee fails factually to report the wastewater constituents and characteristics of its discharge, significant changes in wastewater constituents or characteristics, refuses reasonable access to its premises for the purpose of inspection or monitoring, repeatedly violates conditions of this Agreement, or refuses to pay penalties imposed by the permit.
 - (d) In the event Permittee increases its production capacity or modifies its industrial process in such a way that the quantity or strength of its wastewater will exceed the effluent limitations of this Agreement or cause or contribute to an exceedance of the effluent limitations in the City NPDES Permit, or Permittee fails to report significant changes in wastewater constituents or characteristics or otherwise violates this Agreement or the City Code.

IX. NOTIFICATION OF VIOLATION AND RESPONSE

- (1) City Notice. In case of a violation of this Agreement, City shall notify Permittee in writing, stating the nature of the violation. The notice shall also state the amount of the fines, penalties, and cost to be imposed for the violation, and may require

Permittee to complete corrective actions to ensure ongoing and future compliance with this Agreement and the City Code.

- (2) Permittee Response. Permittee shall respond to City's notice within 30 days, including each of the following: payment of any fines, penalties, and costs; an explanation of the cause of violation; a summary of measures to be taken to prevent recurrences; and a time schedule for implementation.
- (3) No Waiver. Failure of City to provide timely notice does not absolve Permittee of liability for the violation or for payment of penalties for the violation.

X. MISCELLANEOUS PROVISIONS

- (1) Indemnification. To the fullest extent permitted by law, Permittee agrees to defend, indemnify, and hold harmless City, and its employees, officials and agents from and against all claims, causes of action, suits, demands, damages, losses and expenses, including reasonable attorneys' fees, arising out of or related to Permittee's discharge of wastes to the City's WWTP, Permittee's own negligence, or its failure to perform its obligations under this Agreement. Permittee agrees this indemnity obligation shall survive the completion or termination of this Agreement.
- (2) No Property Rights. The issuance of this Contract does not convey any property rights in either real or personal property or any exclusive privileges, nor any waiver of federal, state or local laws or regulations.
- (3) Provisions Severable. If any provision, paragraph, word, section, or article of this Agreement is held unconstitutional or invalidated by a court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and articles shall not be affected and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year written below.

PERMITTEE

By: _____

Its: _____

Date: _____

CITY OF MARSHALL

By: _____
Its: Mayor

Date: _____

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

EXHIBIT A
City NPDES Permit

EXHIBIT B
Special Provisions

Discharge Limits – Table 1

Effluent Parameter and Unit of Measurement	Monthly Average Value
Flow (gallons per day)	35,000
Carbonaceous Biochemical Oxygen Demand (CBOD5) (lbs. per day)	1,800
Total Suspended Solids (TSS) (lbs. per day)	200
Chlorides (mg/L)	See Table 2 for limit
pH (shall be met at all times and shall not be subject to averaging.)	5.0 – 10.5

- (3) Sulfate Pollutant Minimization Plan. A condition of the sulfate compliance schedule is that City must develop a Sulfate Management Plan, which will include sampling, identification, and minimization of industrial sources of sulfates. In lieu of developing their own Sulfate Management Plan the Permittee shall cooperate and assist City in developing and implementing City's Sulfate Management Plan. City may exercise its authority under Section 6(b) (City Changes) of this Agreement to modify this section to include specific requirements for sulfate monitoring, source investigation and minimization, and/or pretreatment that City determines are necessary to obtain compliance with the final sulfate limits.

Chloride Limits – Table 2

Year	CL mg/L
July 1, 2024, to June 30, 2025	468
July 1, 2025, to June 30, 2026	428
July 1, 2026, to June 30, 2027	388
July 1, 2027, to June 30, 2028	348
July 1, 2028, to June 30, 2029	308

Additional Restrictions, Requirements, or Exemptions

Prohibited Discharges

Required Reports

Monitoring

(2) Monitoring.

(b) Schedule. Frequency and type of monitoring shall be in accordance with the schedule in Table 3. The City will collect and perform testing on the wastewater samples.

Table 3

Effluent Parameter and Unit of Measurement	Type of Sample	Frequency of Sampling
Flow	Continuous	Daily
Carbonaceous Biochemical Oxygen Demand (CBOD5)	24-hour composite	4 times/week
Total Suspended Solids	24-hour composite	4 times/week
pH	Grab	4 times/week
Phosphorus	24-hour composite	4 times/week
Chloride	24-hour composite	7 times/week
Sulfate	24-hour composite	1 time/month

Any Additional Provisions or Modifications

CITY OF MARSHALL
INDUSTRIAL WASTEWATER DISCHARGE PERMIT

PERMIT

Permittee Name ("Permittee")	Acher Daniels Midland (ADM)
Permittee Address ("Property")	400 West Erie Road, Marshall, Minnesota

Pursuant to the provisions of Minnesota Statutes, chapters 412 and 444, the Code of Ordinances, City of Marshall, Minnesota ("City Code"), Permittee, as an industrial user, is hereby permitted to discharge industrial wastewater from its Property into City of Marshall wastewater treatment system consistent with the applicable provisions of the City Code and the Wastewater Discharge Agreement ("Agreement") the Permittee is required to enter into with the City as a condition of this permit.

This permit is granted in accordance with, and is subject to, the restrictions, requirements, and other conditions set forth in the City's sewer use / rate ordinance which is considered part of this permit and the Agreement. The discharge to the Wastewater Treatment Plant shall be in accordance with the effluent limitations, monitoring requirements and other conditions set forth in the Agreement and all applicable state and federal laws, including the terms and conditions of City's National Pollutant Discharge Elimination System and State Disposal System ("NPDES/SDS") Permit (No. MN0022179).

Effective Date: 1st day of July , 2024

Expiration Date: 30th day of June , 2029

Issued by: _____
Wastewater Superintendent

Permittee

Title: _____

Approved: _____
Mayor

Date: _____

Attest: _____
City Administrator

Date: _____

**CITY OF MARSHALL
WASTEWATER DISCHARGE AGREEMENT**

Permittee Name (“ Permittee ”)	Acher Daniels Midland (ADM)
Permittee Address (“ Property ”)	400 West Erie Road, Marshall, Minnesota
Effective Date (“ Effective Date ”)	July 1, 2024
Term (“ Term ”)	Five years (July 1, 2024, to June 30, 2029)

This Wastewater Discharge Agreement (“**Agreement**”) is made and entered into by and between the City of Marshall, a Minnesota municipal corporation, (“**City**”) and Permittee. City and Permittee may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

- A. City owns and operates a wastewater treatment plant (“**WWTP**”) located within City and that discharges to the Redwood River.
- B. Permittee owns the Property and desires to discharge industrial wastewater from the Property into the City’s sanitary sewer system, which is then treated in the WWTP.
- C. Pursuant to Section 78-26 of Code of Ordinances, City of Marshall, Minnesota (“**City Code**”), the Permittee constitutes a “significant industrial user” and is subject to the restrictions and requirements imposed on such users under Article 78-II of City Code, including the requirement to obtain a permit from City to discharge into the WWTP.
- D. City issued Permittee an Industrial Wastewater Discharge Permit (“**Permit**”) to allow the Permittee to discharge wastewater from the Property into City’s sanitary sewer system and to be treated at its WWTP, which was conditioned on Permittee entering into this Agreement with City.
- E. City has a National Pollutant Discharge Elimination System and State Disposal System Permit (No. MN0022179), attached hereto as Exhibit A (“**City NPDES Permit**”) that is administered and enforced by the Minnesota Pollution Control Agency under the Federal Clean Water Act (33 U.S.C. 1251, et seq.), Minnesota Statutes, chapters 115 and 116, and by Minnesota Rules, chapters 7001 and 7050.
- F. City and Permittee desire to enter into this Agreement to allow Permittee to discharge wastes from the Property into the WWTP in accordance with the effluent limitations, monitoring requirements, and other terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

I. GENERAL PROVISIONS

- (1) Connection Permitted. The City hereby agrees to allow the Permittee to connect the Property to the City's sanitary sewer system for treatment at its WWTP, conditioned on the Permittee complying with all terms and conditions set out in this Agreement.
- (2) Compliance. Permittee agrees to not cause or contribute to any violation of the effluent limitations in this Agreement, any of the terms, conditions, or effluent limitations set forth in the City NPDES Permit, or to any federal, state, or local law, rule, regulation, or ordinance including, but not limited to, the Article 78-II of the City Code.
- (3) Noncompliance. Permittee agrees that it shall be responsible and liable for any damages, fines, or penalties that may be imposed against Permittee or City by any regulatory authority having jurisdiction over the same for any damages or violations attributable to or caused by Permittee. Permittee also agrees to compensate City for any costs incurred by City related to such violations including, but not limited to, legal fees associated with responding to such violations or a violation of this Agreement.
- (4) Term. This Agreement and the authorization to discharge from the Property into the WWTP is in effect for the Term identified above, unless terminated earlier as provided herein.
- (5) Entire Agreement. This Agreement, including the recitals, exhibits, City NPDES Permit, and all other documents referenced herein (all of which are incorporated in and made part of this Agreement), constitutes the entire agreement between the parties regarding this matter. The conditions of this Agreement supersede any prior agreements between City and Permittee, and may, where permissible under applicable law, be more restrictive than applicable federal, state, or local law, rule, regulation, or ordinance pertaining to discharges from the Property to the WWTP.
- (6) Controlling Language. This Agreement is to be interpreted to be consistent with applicable laws, but to the extent there is any direct conflict between the provisions of the City Code and an express provision of this Agreement, including the special provisions in Exhibit B, the terms of this Agreement are controlling. The language in Exhibit B is intended to allow modifications in this Agreement to specifically address the circumstances of a particular industrial user. If there is a conflict between the text of this Agreement and the requirements, exemptions, limitations, or standards contained in the attached Exhibit B, the language in Exhibit B shall be

controlling. Except to the extent expressly modified in Exhibit B, any portion of a section of this Agreement that does not directly conflict with the language in Exhibit B shall remain in effect and is binding on the Permittee.

- (7) Modifications to Agreement. The parties agree this Agreement may be modified as follows.
- (a) Changes in City NPDES Permit. If at any time during the Term of this Agreement the City NPDES Permit is modified or reissued, this Agreement shall be subject to modification in any manner that City deems necessary to ensure ongoing and future compliance with the City NPDES Permit and all applicable terms therein including, but not limited to, any monitoring requirements, compliance schedules, effluent limits, variances, and limits or regulations related to biosolids management.
 - (b) City Changes. The terms and conditions of this Agreement shall also be subject to modification or amendment at City's discretion if City determines such modification(s) or amendment(s) is necessary to protect the public health; ensure proper operation and maintenance of City's WWTP; to ensure compliance with all applicable state and federal laws and regulations; to ensure compliance with any compliance agreements between City and Minnesota Pollution Control Agency and/or the United States Environmental Protection Agency; to ensure compliance with any legal orders or settlement agreements in any way related to City's WWTP; or for any other reasonable basis.
 - (c) Notification. City shall notify Permittee in writing of any change under paragraph (a) or (b) of this section at least 30 days prior to the effective date. The notice shall detail the changes and identify the date on which the changes will go into effect. On the effective date, the changes shall be deemed incorporated in and made part of this Agreement as if fully set out herein.
 - (d) Other Changes. Any other changes to this Agreement are only effective if they are in writing and executed by both parties. If Permittee requests any changes to this Agreement, it shall submit them in writing to City. The City's Wastewater Superintendent shall review the proposed changes and make a recommendation to the City Council regarding any proposed amendments.
- (8) Permittee Obligations. Permittee agrees to do the following as part of its obligations under this Agreement.
- (a) Duty to Report. Permittee shall immediately report to City any change in the volume or characteristics of industrial wastewater introduced into City's wastewater treatment system which Permittee knows, or has reason to believe, will have either singly, or by interaction with other waste, a negative impact on the wastewater treatment process. In such cases, this Agreement

will be subject to modification or termination by City in accordance with the terms of this Agreement and the City Code.

- (b) Sampling Devices. At the direction of City, Permittee agrees to install, operate, and maintain sampling and monitoring devices in proper working order at its own expense.
- (c) Inspections. Permittee agrees to allow City to enter upon the Property, or any other Permittee property as needed, to inspect the monitoring point, any pretreatment facilities, and any other facilities as may be needed to determine compliance with this Agreement and the City Code.
- (d) Accurate Reports. Permittee agrees to not knowingly make any false statement, representation, or certification in any record, report, or plan required to be submitted to City under this Agreement.
- (9) User Charges. User charges are subject to change upon City's adoption of a new or amended fee schedule. Any new or amended fee schedules are available and published on the City's website.
- (10) No Release. This Agreement shall not release Permittee from any liability, duty, or penalty imposed by the State of Minnesota or State and Federal statutes, regulations, or local ordinances. Permittee is required to comply with the general pretreatment regulations identified in 40 C.F.R., Part 403 and the Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR, Chapter I, Subchapter N. Nothing in this Agreement waives the right of the U.S. Environmental Protection Agency or the State of Minnesota from commencing appropriate enforcement action to correct any violation of the general pretreatment regulations or of this Agreement.
- (11) Assignment. This Agreement shall not be assigned or transferred without the prior written consent of City.

II. DISCHARGE LIMITS

- (1) Limitations. The discharge from the Property shall be subject to the discharge limitations set out in Table 1, which is part of the attached Exhibit B (and as otherwise described in this Section II) where the discharge enters the public wastewater system. All sampling reports shall be forwarded to City as soon as the Permittee receives them.
- (2) Chloride Limits and Compliance Schedule. The City NPDES Permit contains a final calendar month average chloride limit of 261 mg/L. City received a 10-year chloride limit variance, which requires City to meet an interim calendar month average chloride limit of 468 mg/L during the term of the variance. This interim limit will be re-evaluated after 5 years in accordance with Minnesota Rules, part

7050.0190, subpart 8 and adjusted accordingly to ensure City discharges the highest quality effluent throughout the term of the variance. To ensure City can meet both the interim and final chloride limits in the City NPDES Permit, City is implementing annual tiered chloride limits that become more restrictive over time to all Significant Industrial Users. The annual tiered chloride limits applicable to the Permittee are set out in Table 2, which is part of the attached Exhibit B. The Permittee shall comply with the chloride limits set out in Table 2. Failure to comply with the tiered chloride limits will result in the imposition of fines, penalties, and costs, and may also result in the termination of the Agreement and the Permit.

- (3) Sulfate Pollutant Minimization Plan. The City NPDES Permit contains a sulfate compliance schedule with final sulfate limits of 968 mg/L as a calendar month average, and 1147 mg/L as a daily maximum. City must obtain compliance with these limits by 2039. A condition of the sulfate compliance schedule is that City must develop a Sulfate Management Plan, which will include sampling, identification, and minimization of industrial sources of sulfates. The Permittee shall develop its own Sulfate Management Plan, which must include sampling, identification, and minimization of its sources of sulfates. The Permittee shall also cooperate and assist the City in developing and implementing the City's Sulfate Management Plan. City may exercise its authority under Section I (7) of this Agreement to modify this section to include specific requirements for sulfate monitoring, source investigation and minimization, and/or pretreatment that City determines are necessary to obtain compliance with the final sulfate limits.
- (4) PFAS Monitoring, Reductions, and Pre-Treatment Requirements. For purposes of this Agreement, PFAS (per- and polyfluoroalkyl substances) shall be defined consistent with applicable state and federal regulatory definitions but shall at minimum encompass all non-polymeric perfluoroalkyl or polyfluoroalkyl substances that contain at least two sequential fully fluorinated carbon atoms, excluding gases and volatile liquids. The Permittee shall cooperate and assist the City in developing and implementing the City's PFAS Management Plan. The City may exercise its discretion under Section I (7) to provide notice and modify this section of the Agreement to include specific requirements for PFAS monitoring, source investigation, and minimization, and/or pretreatment that the City determines are necessary to obtain compliance with the final PFAS limits.
- (5) Additional Restrictions or Requirements. The Permittee shall also comply with the additional restrictions or requirements regarding the discharge from its Property into the City's wastewater system as may be set out in the attached Exhibit B (if any).

III. PROHIBITED DISCHARGES

- (1) Prohibition. No person shall discharge, or cause to be discharged, to City's wastewater system or otherwise conveyed to the WWTP, either directly or indirectly, any pollutants, which may pass through or cause interference (as defined

in City Code) with treatment or operations. Additionally, no person shall discharge or cause to be discharged any of the following described wastes to the City's collection system or WWTP, except to the extent expressly exempted in the attached Exhibit B:

- (a) Unpolluted Water. Storm water, ground water, or flow from roof runoff, subsurface drainage, downspouts, yard drains, yard fountain drains, swimming pools, ponds, or lawn sprays into any sanitary sewer. Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers or discharged to a natural outlet approved by the Approving Authority.
- (b) High Temperature. Any liquid having a temperature higher than 104 degrees Fahrenheit (40 degrees Centigrade). City may grant an exception where it has been shown that the high temperature wastewater would not cause any significant wastewater works problems.
- (c) Certain Substances. Any water or wastes which contain wax, grease or oil, plastic or other substance that will solidify or become discernibly viscous at temperatures between 32 degrees to 104 degrees Fahrenheit.
- (d) Flammables. Any solids, liquids or gases which by themselves or by interaction with other substances may cause fire or explosion hazards, or in any other way may be injurious to persons, property, or the operator of the wastewater treatment facilities, including, but not limited to, waste streams with a closed cup flashpoint of not less than 140 degrees Fahrenheit (60 degrees Celsius) using test methods specified in 40 CFR 261.21.
- (e) Obstructive Substances. Any solids, slurries, or viscous substances of such character as to be capable of causing obstruction to the flow in sewers or other interference with the proper operation of the wastewater treatment facilities, such as ashes, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, whole blood, paunch manure, hair and fleshings, entrails, lime slurry, lime residues, chemical residues, or bulk solids.
- (f) Garbage. Any garbage that has not been properly comminuted or shredded.
- (g) Odorous Substances. Any chemical, waste, noxious or malodorous substance, which either singly or by interaction with other substances is capable of causing or contributing to objectionable odors, or hazards to life, or which City reasonably believes could present risks to human health or the environment; or forms solids in concentrations exceeding limits established in Section 78-47 or creates any other condition deleterious to structures or treatment processes; or requires unusual provisions, alterations, or expense to handle such materials; or City reasonably believes could expose City to legal or financial liability.

- (h) Corrosives. Pollutants which will cause corrosive structural damage to the wastewater treatment plant and in no case, any waters or wastes having a pH lower than 5.0 or higher than 10.5 or having any corrosive property capable of causing damage or hazards to structures, equipment, or personnel. City may grant an exception where it has been shown that the high or low pH would not cause any significant wastewater works problems.
- (i) Certain Solids. Any wastes or waters containing suspended or dissolved solids of such character and quantity that unusual attention or expense is required to handle such materials in the wastewater collection and treatment facilities.
- (j) Radioactive Wastes. Any radioactive wastes greater than allowable releases as specified by current United States Bureau of Standards Handbooks dealing with the handling and release of radioactive materials.
- (k) Hazardous Wastes. Any waters or wastes including hazardous wastes in sufficient quantity either singularly or following interaction with any other substance to injure or interfere with any wastewater treatment process, to constitute a hazard to humans or animals, or to create any hazard in the receiving water of the wastewater treatment facilities.
- (l) Emulsified Substances. Free or emulsified oil and grease exceeding on analysis an average of 100 parts per million (834 pounds per million gallons) of either or both, or combinations of free emulsified oil and grease, if in the opinion of the Approving Authority it appears probable that such wastes:
 - (1) Can deposit grease or oil in the sewer lines in such a manner to clog the sewers.
 - (2) Are not amenable to bacterial action and will therefore pass to the receiving waters without being affected by normal wastewater treatment processes.
 - (3) Can have deleterious effects on the treatment process.
- (m) Specific Materials. Materials which exert or cause:
 - (1) Unusual concentrations of solids or composition; as for example, in total suspended solids of inert nature (such as Fuller's Earth) and/or in total dissolved solids (such as sodium chloride or sodium sulfate);
 - (2) Excessive discoloration;

- (3) Unusual biochemical oxygen demand or unusual immediate oxygen demand; or
- (4) High hydrogen sulfide content.
- (n) Molybdenum. Molybdenum based wastes, including, but not limited to, cooling tower chemical additives, boiler additives, antifreeze, and lubricants.
- (o) Violate Permit. Any discharge that would cause City to violate the requirements of the City NPDES Permit.
- (p) Slug Load. “Slug load” of waste or wastes to the collection system, which may be harmful to the operation and maintenance of the WWTP. Where, in the opinion of the City engineer, slugging does occur, Permittee shall construct and maintain, at their own expense, a storage reservoir of sufficient capacity with flow control equipment to ensure an equalized discharge over a 24-hour period. For the purposes of this Agreement, a “slug load” is defined as any flow rate or concentration or quantity of pollutants that may cause inhibition or disruption of the operation or maintenance of the WWTP.

IV. REPORTS AND MONITORING

- (1) Reports. Permittee shall provide City the reports identified in the attached Exhibit B in accordance with the schedule identified in the exhibit.
- (2) Monitoring. Unless expressly exempted or modified in the attached Exhibit B, Permittee shall be responsible for monitoring the flow from its Property in accordance with this part.
 - (a) Continuous Monitoring. Permittee shall be responsible for continuously monitoring flow with a primary flow-measuring device, pH meter, and a 24-hour composite sampler all located on its Property or such other location as identified in Exhibit B. Permittee shall calibrate the flow meter, pH meter, and collect daily samples. Permittee will be responsible for performing maintenance on its analytical instruments as required to ensure accuracy of measurement along with repairs or replacement of all equipment as needed.
 - (b) Schedule. Frequency and type of monitoring shall be in accordance with the schedule in Table 3 included in Exhibit B. The City will collect and perform testing on the wastewater samples.
 - (c) When Not Monitored. During the time or times when flow monitoring equipment is not in place or inoperative, an average daily flow will be used to determine loading. In case of equipment failure, immediate repair efforts shall be implemented. Permittee shall provide a daily summary of flow

estimates during periods of flow monitoring equipment malfunction to City no later than the fifth day of the following month.

- (d) Inspections. City shall have a right to inspect the monitoring site and equipment at reasonable times upon prior notice to Permittee.
- (e) Records Retention. City shall retain and preserve for the Term of this Agreement any records, books, documents, memoranda, reports, correspondence, and any and all summaries thereof, relating to monitoring, sampling and chemical analysis of Permittee's discharge to the City system. Permittee shall have the right to copy such documents as Permittee determines necessary and at its own cost.

V. CHARGES AND RESPONSIBILITIES

- (1) Costs. In addition to the charges for sewer use under Section 78-94 of the City Code, Permittee shall be responsible for the following:
 - (a) The costs of additional sampling required due to violations caused by Permit exceedances; and
 - (b) The cost of designing, constructing and/or operating any required pretreatment facility or any additional sampling or flow measuring structures or monitoring equipment necessary to properly monitor any pollutants permitted by a change in the terms of this Agreement. Plans and specifications for such facilities shall be approved by City prior to installation.

VI. FINES, PENALTIES & COSTS

- (1) Enforcement. The discharge of waste not in compliance with the effluent limitations set forth in Section II of this Agreement is a violation of this Agreement and is subject to the enforcement procedures set forth in Section 78-48 of the City Code and another other enforcement procedures available to City under law.
- (2) Penalties. Penalties shall be levied for each parameter violation per day of violation and shall be cumulative.

VII. ACCIDENTAL DISCHARGE

- (1) Notification. Permittee shall notify City immediately and, as appropriate, the Environmental Protection Agency and/or Minnesota Pollution Control Agency upon having a slug or accidental discharge of substances or wastewater or hazardous wastes in violation of the permit or this Agreement in order to enable countermeasures to be taken by City to minimize damage to the treatment system and receiving waters. Such notification shall not relieve Permittee for any fine,

expense, loss or damage to the treatment system or process or for any fines imposed by or on City because of any State or Federal law.

- (2) Temporary Discharges. The parties recognize it is inevitable that equipment failures or plant malfunctions may require temporary discharge of wastes in excess of permitted values. In this event, the Wastewater Superintendent shall be notified immediately and will direct the industry of an acceptable method for waste disposal. Failure to notify City shall result in violation of contract and fines, penalties, and fees shall be imposed pursuant to this Agreement and City Code.

VIII. TERMINATION, SUSPENSION AND REVOCATION

- (1) Suspension or Termination. City may suspend wastewater service, or terminate the Permit and this Agreement as provided in this Agreement. Except in an emergency, any such suspension or termination will be proceeded by City providing Permittee at least 10 days written notice. The notice shall identify the basis for the suspension or termination. The reasons City may suspend or terminate the Permit and this Agreement include, but are not limited to, those set out below.
 - (a) Failure of Permittee to comply with any provisions of this Agreement, any applicable provisions of federal and state law and regulation, any applicable provisions of Chapter 78 or other applicable provisions of the City Code, or any compliance order or other orders from City related to this Agreement.
 - (b) When, in the reasonable opinion of City, it is necessary to prevent or stop an actual or threatened discharge which presents, or may present, an imminent or substantial endangerment to the health or welfare of persons, to the environment or to the wastewater treatment system.
 - (c) If Permittee fails factually to report the wastewater constituents and characteristics of its discharge, significant changes in wastewater constituents or characteristics, refuses reasonable access to its premises for the purpose of inspection or monitoring, repeatedly violates conditions of this Agreement, or refuses to pay penalties imposed by the permit.
 - (d) In the event Permittee increases its production capacity or modifies its industrial process in such a way that the quantity or strength of its wastewater will exceed the effluent limitations of this Agreement or cause or contribute to an exceedance of the effluent limitations in the City NPDES Permit, or Permittee fails to report significant changes in wastewater constituents or characteristics or otherwise violates this Agreement or the City Code.

IX. NOTIFICATION OF VIOLATION AND RESPONSE

- (1) City Notice. In case of a violation of this Agreement, City shall notify Permittee in writing, stating the nature of the violation. The notice shall also state the amount of the fines, penalties, and cost to be imposed for the violation, and may require

Permittee to complete corrective actions to ensure ongoing and future compliance with this Agreement and the City Code.

- (2) Permittee Response. Permittee shall respond to City's notice within 30 days, including each of the following: payment of any fines, penalties, and costs; an explanation of the cause of violation; a summary of measures to be taken to prevent recurrences; and a time schedule for implementation.
- (3) No Waiver. Failure of City to provide timely notice does not absolve Permittee of liability for the violation or for payment of penalties for the violation.

X. MISCELLANEOUS PROVISIONS

- (1) Indemnification. To the fullest extent permitted by law, Permittee agrees to defend, indemnify, and hold harmless City, and its employees, officials and agents from and against all claims, causes of action, suits, demands, damages, losses and expenses, including reasonable attorneys' fees, arising out of or related to Permittee's discharge of wastes to the City's WWTP, Permittee's own negligence, or its failure to perform its obligations under this Agreement. Permittee agrees this indemnity obligation shall survive the completion or termination of this Agreement.
- (2) No Property Rights. The issuance of this Contract does not convey any property rights in either real or personal property or any exclusive privileges, nor any waiver of federal, state or local laws or regulations.
- (3) Provisions Severable. If any provision, paragraph, word, section, or article of this Agreement is held unconstitutional or invalidated by a court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and articles shall not be affected and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year written below.

PERMITTEE

By: _____

Its: _____

Date: _____

CITY OF MARSHALL

By: _____
Its: Mayor

Date: _____

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

EXHIBIT A
City NPDES Permit

EXHIBIT B
Special Provisions

Discharge Limits – Table 1

Effluent Parameter and Unit of Measurement	Monthly Average Value
Flow (gallons per day)	600,000
Carbonaceous Biochemical Oxygen Demand (CBOD5) (lbs. per day)	2,500
Total Suspended Solids (TSS) (lbs. per day)	6,000
Chlorides (mg/L)	See Table 2 for limit
pH (shall be met at all times and shall not be subject to averaging.)	5.0 – 10.5

Chloride Limits – Table 2

Year	CL mg/L
Sept 3, 2024, to June 30, 2025	468
July 1, 2025, to June 30, 2026	428
July 1, 2026, to June 30, 2027	388
July 1, 2027, to June 30, 2028	348
July 1, 2028, to June 30, 2029	308

Additional Restrictions, Requirements, or Exemptions

The Permittee shall have until September 3, 2024, to comply with the new chloride limits set out in Table 2.

Prohibited Discharges

(1) **Prohibition.**

- (a) **Unpolluted Water.** Storm water, ground water, or flow from roof runoff, subsurface drainage, downspouts, yard drains, yard fountain drains, swimming pools, ponds, or lawn sprays into any sanitary sewer. Permittee will be allowed an exception to this prohibited discharge for the following reasons. Permittee has an outdoor wet feed storage area and chemical storage berm containment area, as described below:

ADM process/surface water drain to sanitary system.

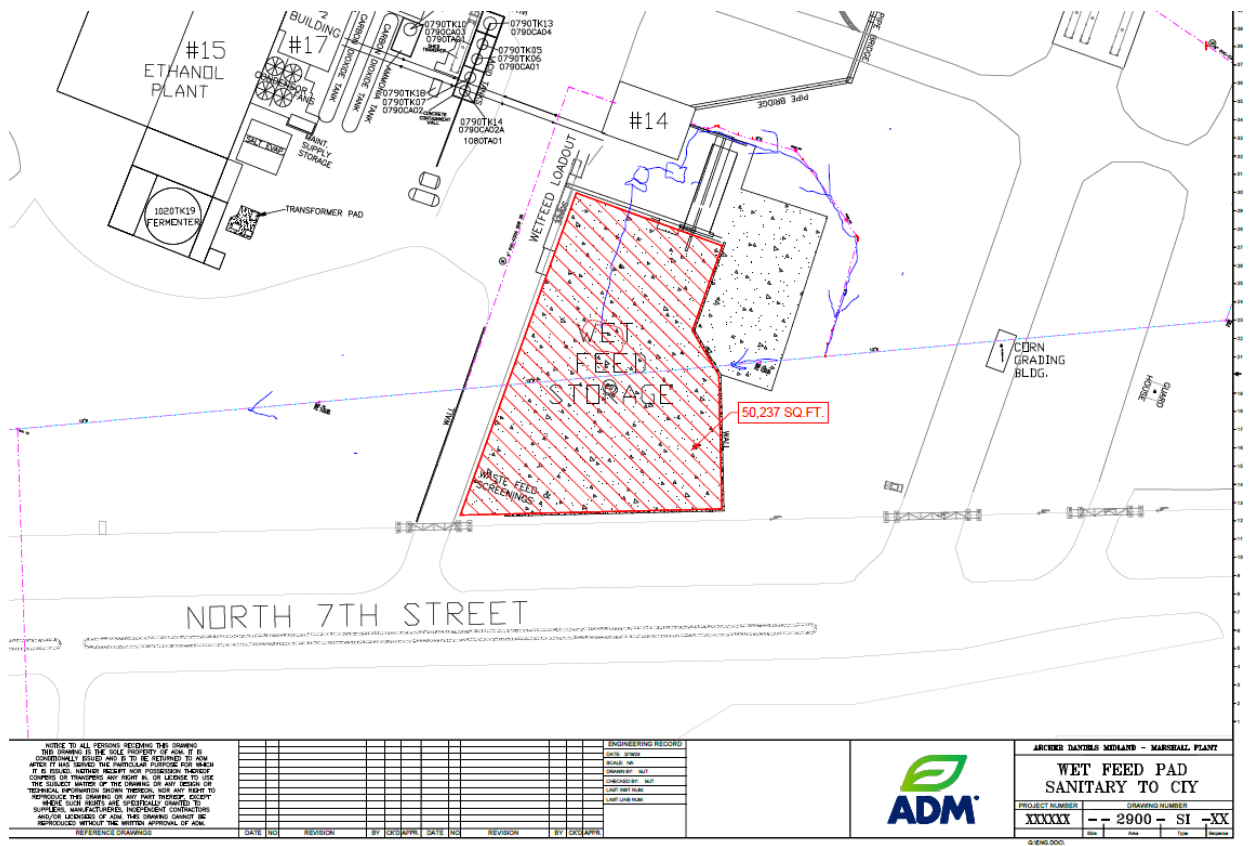
2/27/24

ADM has a Wetfeed storage pad that is 50,237 sq. ft. (see attached drawing). After rainfall events, the water from this area is pumped through a dewatering screen that removes any solids. The water passes through the screen and gravity flows into the sanitary line exiting the Wetfeed building. The sanitary line then connects to one of the main sanitary lines to the east. It will then flow south and then west over to the lift station. The water is pumped at approximately 50-75 gpm. With a 1" rainfall on the wetfeed pad, this would equal to approximately 32,000 gallons. Due to Quality issues, this water cannot be pumped back into the Wetfeed process sump pump. The water may have slightly elevated BOD and TSS levels. This pumping could be delayed or reduced if the City WWTF is experiencing high flows. The overall pumping rate is also regulated at the ADM lift station.

In addition, we also pump berm water from the chemical storage areas into totes which are then dumped into the sanitary line. This is approximately 5-10 totes per rainfall event. The water may be slightly acidic or slightly alkaline.

Dewatering screen





Required Reports

Monitoring

- (2) Monitoring. Unless expressly exempted or modified in the attached Exhibit B, Permittee shall be responsible for monitoring the flow from its Property in accordance with this part.
- (a) Continuous Monitoring. Permittee shall be responsible for continuously monitoring flow with a primary flow-measuring device, pH meter, and a 24-hour composite sampler all located in the City WWTP's Preliminary Building. City wastewater staff shall calibrate the flow meter, pH meter, and collect daily samples. Permittee will be responsible for performing maintenance on its analytical instruments as required to ensure accuracy of measurement along with repairs or replacement of all equipment as needed.

- (b) Schedule. Frequency and type of monitoring shall be in accordance with the schedule in Table 3. The City will collect and perform testing on the wastewater samples.

Table 3

Effluent Parameter and Unit of Measurement	Type of Sample	Frequency of Sampling
Flow	Continuous	Daily
Carbonaceous Biochemical Oxygen Demand (CBOD5)	24-hour composite	4 times/week
Total Suspended Solids	24-hour composite	4 times/week
pH	Grab	4 times/week
Phosphorus	24-hour composite	4 times/week
Chloride	24-hour composite	7 times/week
Sulfate	24-hour composite	1 time/month

- (d) Inspections. City shall have the authority to enter, inspect, and perform maintenance on the lift station located on Permittee's property according to the maintenance agreement:

Existing 2011 Lift Station Agreement

**CITY OF MARSHALL
Maintenance
Agreement For
Archer Daniels
Midland
Sanitary Sewer
Lift Station**

- A. The City of Marshall (City) is the owner and operator of a Wastewater Treatment Facility located in City of Marshall, County of Lyon, and State of Minnesota. Archer Daniels Midland (ADM) is the owner and operator of a com wet milling plant, force main and sanitary sewer lift station in Marshall, which discharges wastewater to the City Wastewater Treatment Facility through that lift station on ADM's property via an 8" force main. The location of said sanitary sewer lift station is identified on the attached map (Exhibit A).
- B. The existing sanitary sewer lift station as located on ADM property is in need of repair and upgrade. Therefore it is agreed that ADM shall be solely responsible for the replacement of said sanitary sewer lift station and that the terms and conditions of this agreement apply to the existing sanitary sewer lift station and the new sanitary sewer lift station to be completed at said facility at the sole expense of

ADM.

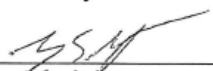
- C. The City of Marshall agrees to monitor and do routine maintenance of the ADM Lift Station. ADM will reimburse the City for any repairs or equipment replacement other than the City's labor to perform the monitoring and routine maintenance.
- D. ADM will agree to authorize the City to make necessary repairs to keep the lift station reliable and functional at all times. City is granted permission at all times to inspect said lift station and to make repairs as necessary and to verify compliance with applicable State and Federal rules and regulations.
The city staff would follow City of Marshall safety regulations and procedures while on the easement site while maintaining the lift station. City staff would not be required to sign in at the ADM guard shack prior to routine maintenance on the easement site.
- E. This agreement becomes effective immediately and shall automatically renew on January 1 of each year, and said agreement shall remain in effect until terminated or amended by consent of both parties.
- F. This agreement is not transferable without the prior written permission of the City of Marshall and ADM.
- G. This agreement does not release ADM from any liability or duty or penalty imposed by the EPA, State of Minnesota, or State and Federal Statutes, regulations, or local ordinances.
- H. If any provision, paragraph, word, or article of this agreement is held unconstitutional or invalidated by a court of competent jurisdiction, the remaining provisions, paragraphs, words, and articles shall not be affected and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties here to set their hands and seal the day and year written below.

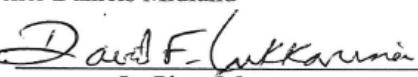
City of Marshall

By: 
Its Mayor

Date: 6-23-11


City Administrator

Archer Daniels Midland

By: 
Its Plant Manager

Date: 6/14/11



The site plan illustrates a wastewater treatment facility layout. Key features include:

- Control Building:** A square structure located in the upper right quadrant.
- Wet Well:** A diamond-shaped structure situated below the Control Building.
- Vault:** A diamond-shaped structure located to the left of the Wet Well.
- Building:** A rectangular structure positioned to the left of the Wet Well.
- Valve:** Two valve locations are marked with a circle containing a cross, one near the Building and another further west.
- M.H. (Manhole):** Two manhole locations are marked with a circle containing a dot, one near the Building and another further west.

Dimensions and boundaries are indicated by lines and text:

- A horizontal dimension of **140'** spans the width of the main facility area.
- A vertical dimension of **65'** spans the height of the main facility area.
- A horizontal dimension of **70'** is shown on the far left.
- A horizontal dimension of **20' 20'** is shown at the bottom.
- A red dimension of **336.38'** is shown along the bottom boundary.

Any Additional Provisions or Modifications

CITY OF MARSHALL
INDUSTRIAL WASTEWATER DISCHARGE PERMIT

PERMIT

Permittee Name ("Permittee")	SF Global Supply Chain, Inc. (Schwans)
Permittee Address ("Property")	115 West College Drive, Marshall, Minnesota

Pursuant to the provisions of Minnesota Statutes, chapters 412 and 444, the Code of Ordinances, City of Marshall, Minnesota ("City Code"), Permittee, as an industrial user, is hereby permitted to discharge industrial wastewater from its Property into City of Marshall wastewater treatment system consistent with the applicable provisions of the City Code and the Wastewater Discharge Agreement ("Agreement") the Permittee is required to enter into with the City as a condition of this permit.

This permit is granted in accordance with, and is subject to, the restrictions, requirements, and other conditions set forth in the City's sewer use / rate ordinance which is considered part of this permit and the Agreement. The discharge to the Wastewater Treatment Plant shall be in accordance with the effluent limitations, monitoring requirements and other conditions set forth in the Agreement and all applicable state and federal laws, including the terms and conditions of City's National Pollutant Discharge Elimination System and State Disposal System ("NPDES/SDS") Permit (No. MN0022179).

Effective Date: _____ day of _____, 2024

Expiration Date: _____ day of _____, 2029

Issued by: _____
Wastewater Superintendent

Permittee

Title: _____

Approved: _____
Mayor

Date: _____

Attest: _____
City Administrator

Date: _____

**CITY OF MARSHALL
WASTEWATER DISCHARGE AGREEMENT**

Permittee Name (“ Permittee ”)	SF Global Supply Chain, Inc. (Schwans)
Permittee Address (“ Property ”)	115 West College Drive, Marshall, Minnesota
Effective Date (“ Effective Date ”)	July 1, 2024
Term (“ Term ”)	Five years (July 1, 2024, to June 30, 2029)

This Wastewater Discharge Agreement (“**Agreement**”) is made and entered into by and between the City of Marshall, a Minnesota municipal corporation, (“**City**”) and Permittee. City and Permittee may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

- A. City owns and operates a wastewater treatment plant (“**WWTP**”) located within City and that discharges to the Redwood River.
- B. Permittee owns the Property and desires to discharge industrial wastewater from the Property into the City’s sanitary sewer system, which is then treated in the WWTP.
- C. Pursuant to Section 78-26 of Code of Ordinances, City of Marshall, Minnesota (“**City Code**”), the Permittee constitutes a “significant industrial user” and is subject to the restrictions and requirements imposed on such users under Article 78-II of City Code, including the requirement to obtain a permit from City to discharge into the WWTP.
- D. City issued Permittee an Industrial Wastewater Discharge Permit (“**Permit**”) to allow the Permittee to discharge wastewater from the Property into City’s sanitary sewer system and to be treated at its WWTP, which was conditioned on Permittee entering into this Agreement with City.
- E. City has a National Pollutant Discharge Elimination System and State Disposal System Permit (No. MN0022179), attached hereto as Exhibit A (“**City NPDES Permit**”) that is administered and enforced by the Minnesota Pollution Control Agency under the Federal Clean Water Act (33 U.S.C. 1251, et seq.), Minnesota Statutes, chapters 115 and 116, and by Minnesota Rules, chapters 7001 and 7050.
- F. City and Permittee desire to enter into this Agreement to allow Permittee to discharge wastes from the Property into the WWTP in accordance with the effluent limitations, monitoring requirements, and other terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

I. GENERAL PROVISIONS

- (1) **Connection Permitted.** The City hereby agrees to allow the Permittee to connect the Property to the City's sanitary sewer system for treatment at its WWTP, conditioned on the Permittee complying with all terms and conditions set out in this Agreement.
- (2) **Compliance.** Permittee agrees to not cause or contribute to any violation of the effluent limitations in this Agreement, any of the terms, conditions, or effluent limitations set forth in the City NPDES Permit, or to any federal, state, or local law, rule, regulation, or ordinance including, but not limited to, the Article 78-II of the City Code.
- (3) **Noncompliance.** Permittee agrees that it shall be responsible and liable for any damages, fines, or penalties that may be imposed against Permittee or City by any regulatory authority having jurisdiction over the same for any damages or violations attributable to or caused by Permittee. Permittee also agrees to compensate City for any costs incurred by City related to such violations including, but not limited to, legal fees associated with responding to such violations or a violation of this Agreement.
- (4) **Term.** This Agreement and the authorization to discharge from the Property into the WWTP is in effect for the Term identified above, unless terminated earlier as provided herein.
- (5) **Entire Agreement.** This Agreement, including the recitals, exhibits, City NPDES Permit, and all other documents referenced herein (all of which are incorporated in and made part of this Agreement), constitutes the entire agreement between the parties regarding this matter. The conditions of this Agreement supersede any prior agreements between City and Permittee, and may, where permissible under applicable law, be more restrictive than applicable federal, state, or local law, rule, regulation, or ordinance pertaining to discharges from the Property to the WWTP.
- (6) **Controlling Language.** This Agreement is to be interpreted to be consistent with applicable laws, but to the extent there is any direct conflict between the provisions of the City Code and an express provision of this Agreement, including the special provisions in Exhibit B, the terms of this Agreement are controlling. The language in Exhibit B is intended to allow modifications in this Agreement to specifically address the circumstances of a particular industrial user. If there is a conflict between the text of this Agreement and the requirements, exemptions, limitations, or standards contained in the attached Exhibit B, the language in Exhibit B shall be

controlling. Except to the extent expressly modified in Exhibit B, any portion of a section of this Agreement that does not directly conflict with the language in Exhibit B shall remain in effect and is binding on the Permittee.

- (7) Modifications to Agreement. The parties agree this Agreement may be modified as follows.
- (a) Changes in City NPDES Permit. If at any time during the Term of this Agreement the City NPDES Permit is modified or reissued, this Agreement shall be subject to modification in any manner that City deems necessary to ensure ongoing and future compliance with the City NPDES Permit and all applicable terms therein including, but not limited to, any monitoring requirements, compliance schedules, effluent limits, variances, and limits or regulations related to biosolids management.
 - (b) City Changes. The terms and conditions of this Agreement shall also be subject to modification or amendment at City's discretion if City determines such modification(s) or amendment(s) is necessary to protect the public health; ensure proper operation and maintenance of City's WWTP; to ensure compliance with all applicable state and federal laws and regulations; to ensure compliance with any compliance agreements between City and Minnesota Pollution Control Agency and/or the United States Environmental Protection Agency; to ensure compliance with any legal orders or settlement agreements in any way related to City's WWTP; or for any other reasonable basis.
 - (c) Notification. City shall notify Permittee in writing of any change under paragraph (a) or (b) of this section at least 30 days prior to the effective date. The notice shall detail the changes and identify the date on which the changes will go into effect. On the effective date, the changes shall be deemed incorporated in and made part of this Agreement as if fully set out herein.
 - (d) Other Changes. Any other changes to this Agreement are only effective if they are in writing and executed by both parties. If Permittee requests any changes to this Agreement, it shall submit them in writing to City. The City's Wastewater Superintendent shall review the proposed changes and make a recommendation to the City Council regarding any proposed amendments.
- (8) Permittee Obligations. Permittee agrees to do the following as part of its obligations under this Agreement.
- (a) Duty to Report. Permittee shall immediately report to City any change in the volume or characteristics of industrial wastewater introduced into City's wastewater treatment system which Permittee knows, or has reason to believe, will have either singly, or by interaction with other waste, a negative impact on the wastewater treatment process. In such cases, this Agreement

will be subject to modification or termination by City in accordance with the terms of this Agreement and the City Code.

- (b) Sampling Devices. At the direction of City, Permittee agrees to install, operate, and maintain sampling and monitoring devices in proper working order at its own expense.
- (c) Inspections. Permittee agrees to allow City to enter upon the Property, or any other Permittee property as needed, to inspect the monitoring point, any pretreatment facilities, and any other facilities as may be needed to determine compliance with this Agreement and the City Code.
- (d) Accurate Reports. Permittee agrees to not knowingly make any false statement, representation, or certification in any record, report, or plan required to be submitted to City under this Agreement.
- (9) User Charges. User charges are subject to change upon City's adoption of a new or amended fee schedule. Any new or amended fee schedules are available and published on the City's website.
- (10) No Release. This Agreement shall not release Permittee from any liability, duty, or penalty imposed by the State of Minnesota or State and Federal statutes, regulations, or local ordinances. Permittee is required to comply with the general pretreatment regulations identified in 40 C.F.R., Part 403 and the Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR, Chapter I, Subchapter N. Nothing in this Agreement waives the right of the U.S. Environmental Protection Agency or the State of Minnesota from commencing appropriate enforcement action to correct any violation of the general pretreatment regulations or of this Agreement.
- (11) Assignment. This Agreement shall not be assigned or transferred without the prior written consent of City.

II. DISCHARGE LIMITS

- (1) Limitations. The discharge from the Property shall be subject to the discharge limitations set out in Table 1, which is part of the attached Exhibit B (and as otherwise described in this Section II) where the discharge enters the public wastewater system. All sampling reports shall be forwarded to City as soon as the Permittee receives them.
- (2) Chloride Limits and Compliance Schedule. The City NPDES Permit contains a final calendar month average chloride limit of 261 mg/L. City received a 10-year chloride limit variance, which requires City to meet an interim calendar month average chloride limit of 468 mg/L during the term of the variance. This interim limit will be re-evaluated after 5 years in accordance with Minnesota Rules, part

7050.0190, subpart 8 and adjusted accordingly to ensure City discharges the highest quality effluent throughout the term of the variance. To ensure City can meet both the interim and final chloride limits in the City NPDES Permit, City is implementing annual tiered chloride limits that become more restrictive over time to all Significant Industrial Users. The annual tiered chloride limits applicable to the Permittee are set out in Table 2, which is part of the attached Exhibit B. The Permittee shall comply with the chloride limits set out in Table 2. Failure to comply with the tiered chloride limits will result in the imposition of fines, penalties, and costs, and may also result in the termination of the Agreement and the Permit.

- (3) Sulfate Pollutant Minimization Plan. The City NPDES Permit contains a sulfate compliance schedule with final sulfate limits of 968 mg/L as a calendar month average, and 1147 mg/L as a daily maximum. City must obtain compliance with these limits by 2039. A condition of the sulfate compliance schedule is that City must develop a Sulfate Management Plan, which will include sampling, identification, and minimization of industrial sources of sulfates. The Permittee shall develop its own Sulfate Management Plan, which must include sampling, identification, and minimization of its sources of sulfates. The Permittee shall also cooperate and assist the City in developing and implementing the City's Sulfate Management Plan. City may exercise its authority under Section I (7) of this Agreement to modify this section to include specific requirements for sulfate monitoring, source investigation and minimization, and/or pretreatment that City determines are necessary to obtain compliance with the final sulfate limits.
- (4) PFAS Monitoring, Reductions, and Pre-Treatment Requirements. For purposes of this Agreement, PFAS (per- and polyfluoroalkyl substances) shall be defined consistent with applicable state and federal regulatory definitions but shall at minimum encompass all non-polymeric perfluoroalkyl or polyfluoroalkyl substances that contain at least two sequential fully fluorinated carbon atoms, excluding gases and volatile liquids. The Permittee shall cooperate and assist the City in developing and implementing the City's PFAS Management Plan. The City may exercise its discretion under Section I (7) to provide notice and modify this section of the Agreement to include specific requirements for PFAS monitoring, source investigation, and minimization, and/or pretreatment that the City determines are necessary to obtain compliance with the final PFAS limits.
- (5) Additional Restrictions or Requirements. The Permittee shall also comply with the additional restrictions or requirements regarding the discharge from its Property into the City's wastewater system as may be set out in the attached Exhibit B (if any).

III. PROHIBITED DISCHARGES

- (1) Prohibition. No person shall discharge, or cause to be discharged, to City's wastewater system or otherwise conveyed to the WWTP, either directly or indirectly, any pollutants, which may pass through or cause interference (as defined

in City Code) with treatment or operations. Additionally, no person shall discharge or cause to be discharged any of the following described wastes to the City's collection system or WWTP, except to the extent expressly exempted in the attached Exhibit B:

- (a) Unpolluted Water. Storm water, ground water, or flow from roof runoff, subsurface drainage, downspouts, yard drains, yard fountain drains, swimming pools, ponds, or lawn sprays into any sanitary sewer. Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers or discharged to a natural outlet approved by the Approving Authority.
- (b) High Temperature. Any liquid having a temperature higher than 104 degrees Fahrenheit (40 degrees Centigrade). City may grant an exception where it has been shown that the high temperature wastewater would not cause any significant wastewater works problems.
- (c) Certain Substances. Any water or wastes which contain wax, grease or oil, plastic or other substance that will solidify or become discernibly viscous at temperatures between 32 degrees to 104 degrees Fahrenheit.
- (d) Flammables. Any solids, liquids or gases which by themselves or by interaction with other substances may cause fire or explosion hazards, or in any other way may be injurious to persons, property, or the operator of the wastewater treatment facilities, including, but not limited to, waste streams with a closed cup flashpoint of not less than 140 degrees Fahrenheit (60 degrees Celsius) using test methods specified in 40 CFR 261.21.
- (e) Obstructive Substances. Any solids, slurries, or viscous substances of such character as to be capable of causing obstruction to the flow in sewers or other interference with the proper operation of the wastewater treatment facilities, such as ashes, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, whole blood, paunch manure, hair and fleshings, entrails, lime slurry, lime residues, chemical residues, or bulk solids.
- (f) Garbage. Any garbage that has not been properly comminuted or shredded.
- (g) Odorous Substances. Any chemical, waste, noxious or malodorous substance, which either singly or by interaction with other substances is capable of causing or contributing to objectionable odors, or hazards to life, or which City reasonably believes could present risks to human health or the environment; or forms solids in concentrations exceeding limits established in Section 78-47 or creates any other condition deleterious to structures or treatment processes; or requires unusual provisions, alterations, or expense to handle such materials; or City reasonably believes could expose City to legal or financial liability.

- (h) Corrosives. Pollutants which will cause corrosive structural damage to the wastewater treatment plant and in no case, any waters or wastes having a pH lower than 5.0 or higher than 10.5 or having any corrosive property capable of causing damage or hazards to structures, equipment, or personnel. City may grant an exception where it has been shown that the high or low pH would not cause any significant wastewater works problems.
- (i) Certain Solids. Any wastes or waters containing suspended or dissolved solids of such character and quantity that unusual attention or expense is required to handle such materials in the wastewater collection and treatment facilities.
- (j) Radioactive Wastes. Any radioactive wastes greater than allowable releases as specified by current United States Bureau of Standards Handbooks dealing with the handling and release of radioactive materials.
- (k) Hazardous Wastes. Any waters or wastes including hazardous wastes in sufficient quantity either singularly or following interaction with any other substance to injure or interfere with any wastewater treatment process, to constitute a hazard to humans or animals, or to create any hazard in the receiving water of the wastewater treatment facilities.
- (l) Emulsified Substances. Free or emulsified oil and grease exceeding on analysis an average of 100 parts per million (834 pounds per million gallons) of either or both, or combinations of free emulsified oil and grease, if in the opinion of the Approving Authority it appears probable that such wastes:
 - (1) Can deposit grease or oil in the sewer lines in such a manner to clog the sewers.
 - (2) Are not amenable to bacterial action and will therefore pass to the receiving waters without being affected by normal wastewater treatment processes.
 - (3) Can have deleterious effects on the treatment process.
- (m) Specific Materials. Materials which exert or cause:
 - (1) Unusual concentrations of solids or composition; as for example, in total suspended solids of inert nature (such as Fuller's Earth) and/or in total dissolved solids (such as sodium chloride or sodium sulfate);
 - (2) Excessive discoloration;

- (3) Unusual biochemical oxygen demand or unusual immediate oxygen demand; or
- (4) High hydrogen sulfide content.
- (n) Molybdenum. Molybdenum based wastes, including, but not limited to, cooling tower chemical additives, boiler additives, antifreeze, and lubricants.
- (o) Violate Permit. Any discharge that would cause City to violate the requirements of the City NPDES Permit.
- (p) Slug Load. “Slug load” of waste or wastes to the collection system, which may be harmful to the operation and maintenance of the WWTP. Where, in the opinion of the City engineer, slugging does occur, Permittee shall construct and maintain, at their own expense, a storage reservoir of sufficient capacity with flow control equipment to ensure an equalized discharge over a 24-hour period. For the purposes of this Agreement, a “slug load” is defined as any flow rate or concentration or quantity of pollutants that may cause inhibition or disruption of the operation or maintenance of the WWTP.

IV. REPORTS AND MONITORING

- (1) Reports. Permittee shall provide City the reports identified in the attached Exhibit B in accordance with the schedule identified in the exhibit.
- (2) Monitoring. Unless expressly exempted or modified in the attached Exhibit B, Permittee shall be responsible for monitoring the flow from its Property in accordance with this part.
 - A. Continuous Monitoring. Permittee shall be responsible for continuously monitoring flow with a primary flow-measuring device, pH meter, and a 24-hour composite sampler all located on its Property or such other location as identified in Exhibit B. Permittee shall calibrate the flow meter, pH meter, and collect daily samples. Permittee will be responsible for performing maintenance on its analytical instruments as required to ensure accuracy of measurement along with repairs or replacement of all equipment as needed. A professional calibration shall be performed on all equipment at least annually with the results being reported to the City as soon as they are received.
 - (a) Schedule. Frequency and type of monitoring shall be in accordance with the schedule in Table 3 included in Exhibit B. The City will collect and perform testing on the wastewater samples.
 - (b) When Not Monitored. During the time or times when flow monitoring equipment is not in place or inoperative, an average daily flow will be used to determine loading. In case of equipment failure, immediate repair efforts

shall be implemented. Permittee shall provide a daily summary of flow estimates during periods of flow monitoring equipment malfunction to City no later than the fifth day of the following month.

- (c) Inspections. City shall have a right to inspect the monitoring site and equipment at reasonable times upon prior notice to Permittee.
- (d) Records Retention. City shall retain and preserve for the Term of this Agreement any records, books, documents, memoranda, reports, correspondence, and any and all summaries thereof, relating to monitoring, sampling and chemical analysis of Permittee's discharge to the City system. Permittee shall have the right to copy such documents as Permittee determines necessary and at its own cost.

V. CHARGES AND RESPONSIBILITIES

- (1) Costs. In addition to the charges for sewer use under Section 78-94 of the City Code, Permittee shall be responsible for the following:
 - (a) The costs of additional sampling required due to violations caused by Permit exceedances; and
 - (b) The cost of designing, constructing and/or operating any required pretreatment facility or any additional sampling or flow measuring structures or monitoring equipment necessary to properly monitor any pollutants permitted by a change in the terms of this Agreement. Plans and specifications for such facilities shall be approved by City prior to installation.

VI. FINES, PENALTIES & COSTS

- (1) Enforcement. The discharge of waste not in compliance with the effluent limitations set forth in Section II of this Agreement is a violation of this Agreement and is subject to the enforcement procedures set forth in Section 78-48 of the City Code and another other enforcement procedures available to City under law.
- (2) Penalties. Penalties shall be levied for each parameter violation per day of violation and shall be cumulative.

VII. ACCIDENTAL DISCHARGE

- (1) Notification. Permittee shall notify City immediately and, as appropriate, the Environmental Protection Agency and/or Minnesota Pollution Control Agency upon having a slug or accidental discharge of substances or wastewater or hazardous wastes in violation of the permit or this Agreement in order to enable countermeasures to be taken by City to minimize damage to the treatment system and receiving waters. Such notification shall not relieve Permittee for any fine,

expense, loss or damage to the treatment system or process or for any fines imposed by or on City because of any State or Federal law.

- (2) Temporary Discharges. The parties recognize it is inevitable that equipment failures or plant malfunctions may require temporary discharge of wastes in excess of permitted values. In this event, the Wastewater Superintendent shall be notified immediately and will direct the industry of an acceptable method for waste disposal. Failure to notify City shall result in violation of contract and fines, penalties, and fees shall be imposed pursuant to this Agreement and City Code.

VIII. TERMINATION, SUSPENSION AND REVOCATION

- (1) Suspension or Termination. City may suspend wastewater service, or terminate the Permit and this Agreement as provided in this Agreement. Except in an emergency, any such suspension or termination will be proceeded by City providing Permittee at least 10 days written notice. The notice shall identify the basis for the suspension or termination. The reasons City may suspend or terminate the Permit and this Agreement include, but are not limited to, those set out below.
 - (a) Failure of Permittee to comply with any provisions of this Agreement, any applicable provisions of federal and state law and regulation, any applicable provisions of Chapter 78 or other applicable provisions of the City Code, or any compliance order or other orders from City related to this Agreement.
 - (b) When, in the reasonable opinion of City, it is necessary to prevent or stop an actual or threatened discharge which presents, or may present, an imminent or substantial endangerment to the health or welfare of persons, to the environment or to the wastewater treatment system.
 - (c) If Permittee fails factually to report the wastewater constituents and characteristics of its discharge, significant changes in wastewater constituents or characteristics, refuses reasonable access to its premises for the purpose of inspection or monitoring, repeatedly violates conditions of this Agreement, or refuses to pay penalties imposed by the permit.
 - (d) In the event Permittee increases its production capacity or modifies its industrial process in such a way that the quantity or strength of its wastewater will exceed the effluent limitations of this Agreement or cause or contribute to an exceedance of the effluent limitations in the City NPDES Permit, or Permittee fails to report significant changes in wastewater constituents or characteristics or otherwise violates this Agreement or the City Code.

IX. NOTIFICATION OF VIOLATION AND RESPONSE

- (1) City Notice. In case of a violation of this Agreement, City shall notify Permittee in writing, stating the nature of the violation. The notice shall also state the amount of the fines, penalties, and cost to be imposed for the violation, and may require

Permittee to complete corrective actions to ensure ongoing and future compliance with this Agreement and the City Code.

- (2) Permittee Response. Permittee shall respond to City's notice within 30 days, including each of the following: payment of any fines, penalties, and costs; an explanation of the cause of violation; a summary of measures to be taken to prevent recurrences; and a time schedule for implementation.
- (3) No Waiver. Failure of City to provide timely notice does not absolve Permittee of liability for the violation or for payment of penalties for the violation.

X. MISCELLANEOUS PROVISIONS

- (1) Indemnification. To the fullest extent permitted by law, Permittee agrees to defend, indemnify, and hold harmless City, and its employees, officials and agents from and against all claims, causes of action, suits, demands, damages, losses and expenses, including reasonable attorneys' fees, arising out of or related to Permittee's discharge of wastes to the City's WWTP, Permittee's own negligence, or its failure to perform its obligations under this Agreement. Permittee agrees this indemnity obligation shall survive the completion or termination of this Agreement.
- (2) No Property Rights. The issuance of this Contract does not convey any property rights in either real or personal property or any exclusive privileges, nor any waiver of federal, state or local laws or regulations.
- (3) Provisions Severable. If any provision, paragraph, word, section, or article of this Agreement is held unconstitutional or invalidated by a court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and articles shall not be affected and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year written below.

PERMITTEE

By: _____

Its: _____

Date: _____

CITY OF MARSHALL

By: _____
Its: Mayor

Date: _____

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

EXHIBIT A
City NPDES Permit

EXHIBIT B
Special Provisions

Discharge Limits – Table 1

Effluent Parameter and Unit of Measurement	Monthly Average Value
Flow (gallons per day)	200,000
Carbonaceous Biochemical Oxygen Demand (CBOD5) (lbs. per day)	1,200
Total Suspended Solids (TSS) (lbs. per day)	600
Chlorides (mg/L)	See Table 2 for limit
pH (shall be met at all times and shall not be subject to averaging.)	5.0 – 10.5

- (3) Sulfate Pollutant Minimization Plan. A condition of the sulfate compliance schedule is that City must develop a Sulfate Management Plan, which will include sampling, identification, and minimization of industrial sources of sulfates. In lieu of developing their own Sulfate Management Plan the Permittee shall cooperate and assist City in developing and implementing City's Sulfate Management Plan. City may exercise its authority under Section 6(b) (City Changes) of this Agreement to modify this section to include specific requirements for sulfate monitoring, source investigation and minimization, and/or pretreatment that City determines are necessary to obtain compliance with the final sulfate limits.

Chloride Limits – Table 2

Year	CL mg/L
July 1, 2024, to June 30, 2025	468
July 1, 2025, to June 30, 2026	428
July 1, 2026, to June 30, 2027	388
July 1, 2027, to June 30, 2028	348
July 1, 2028, to June 30, 2029	308

Additional Restrictions, Requirements, or Exemptions

Prohibited Discharges

Required Reports

Monitoring

(2) Monitoring.

- (b) Schedule. Frequency and type of monitoring shall be in accordance with the schedule in Table 3. The City will collect and perform testing on the wastewater samples.

Table 3

Effluent Parameter and Unit of Measurement	Type of Sample	Frequency of Sampling
Flow	Continuous	Daily
Carbonaceous Biochemical Oxygen Demand (CBOD5)	24-hour composite	4 times/week
Total Suspended Solids	24-hour composite	4 times/week
pH	Grab	4 times/week
Phosphorus	24-hour composite	4 times/week
Chloride	24-hour composite	7 times/week
Sulfate	24-hour composite	1 time/month

Any Additional Provisions or Modifications

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Jason Anderson
Meeting Date:	Tuesday, June 25, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Authorization for HVAC System Repairs in the Airport Arrival/Departure Building
Background Information:	Included in the packet for Council consideration is a quote from Direct Digital Control of Sioux Falls, SD to update the HVAC control system at the SW Minnesota Regional Airport Arrival/Departure Building. The existing equipment is failing, and parts and supplies are no longer available. Because the HVAC controls system is proprietary and sole source, City staff has only received one quote from Direct Digital Control.
Fiscal Impact:	The 2024 Airport budget includes \$40,000 for these repairs.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council authorize HVAC System Repairs in the Airport Arrival/Departure Building with Direct Digital Control of Sioux Falls, SD in the amount of \$44,340.

6/18/2024

Direct Digital Control proposes to update the Marshall Airport building automation system that was installed in 2002 as follows:

General

- Replace 18/2 Smart II communication cabling with Cat5e cabling for IP based controllers.
- Use the existing 24 VAC transformer for control power.
- Use existing enclosures, raceway, and wiring where possible.
- Output devices will be reused unless noted otherwise.
- Input devices, except Staefa thermistors, will be reused unless noted otherwise.

Replace AX JACE with N5 supervisor software installed on mini PC. 5 years of software updates included.

18 VAV boxes

- Replace Smart II VAV controller with Distech Eclipse ECY-VAV
- Room temperature sensor replaced with functionality maintained.
- Add supply temperature sensor for ease in troubleshooting and improved space temperature control.
- Damper motor will be removed as it is no longer required.
- Velocity probe will be removed as it is no longer required. We are assuming that the velocity pressure pickup is useable.
- Update control sequences to current industry standards

Air Handling Unit that serves VAV boxes:

- Replace two Smart II DDC controllers with one Distech Eclipse ECY-303
- Replace supply and return temperature sensors.
- Update control sequences to current industry standards.

Heating plant:

- Replace Smart II DDC controllers with Distech Eclipse ECY-303
- Replace hot water supply and return temperature sensors.
- Update control sequences to current industry standards.

Misc equipment controls to update:

- 4 unit heaters
- 2 snow melt zones
- 4 radiant floor zones
- DHW pump
- 2 ceiling radiant zones
- Chiller enable



Automating Buildings Since 1994

Sioux Falls-Fargo

Assumptions:

- Work to be conducted during normal business hours.
- Price is valid for 90 days.
- Project to be completed by the end of 2024.
- All work is warrantied for 1 year.

Your price: \$41,290.

To recalibrate the 18 VAV boxes add: \$2550.

To add return air relative humidity sensor to AHU so dehumidification mode can be implemented add: \$500.

Sincerely,

Kasey Abbott, PE

Customer Acceptance: Name _____ Signature _____

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Pamela Whitmore
Meeting Date:	Tuesday, June 25, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Registration Requirements for the Sale of Intoxicating Cannabinoid Products and Amendments to Ch. 86 Zoning
Background Information:	<p>State law requires businesses to register with the Minnesota Department of Health, and to follow the sales, packaging, and other related regulations contained in Minn. Stat. 151.72. Enforcement of violations is currently under the purview of the Minnesota Department of Health but will be transferred to the local governmental authority once licensing is in place.</p> <p>Staff, along with the L&O committee, discussed getting a framework in place so that retailers of the Lower Potency Hemp based products could start selling those products in the City of Marshall before waiting for final OCM rulemaking. The proposed ordinance creates a registration system which complies with state law and enables the City to know where these products are sold for purposes of compliance checks (similar to tobacco type compliance checks). Additionally, the proposed ordinance allows the City to charge a registration fee to help offset the costs associated with compliance checks.</p> <p>The proposed ordinances also include proposed amendments to existing zoning which would prohibit retail sales of these products in residential districts as “home sales” and also creates reasonable distance requirements between retailers selling these products and schools (500 feet from primary building as identified on city-maintained map).</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	Adopt Ordinance 24-012 Establishing Registration Requirements for the Sale of Intoxicating Cannabinoid Products and Amending Chapter 86 and authorize its summary publication.

**CITY OF MARSHALL
ORDINANCE 24-012**

**AN ORDINANCE ESTABLISHING REGISTRATION REQUIREMENTS FOR THE
SALE OF INTOXICATING CANNABINOID PRODUCTS AND AMENDING THE
CITY’S ZONING CODE TO ESTABLISH DISTANCE REQUIREMENTS FROM
CERTAIN BUSINESSES AND PROHIBIT CERTAIN HOME OCCUPATIONS**

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

SECTION 1: **ADOPTION** “ARTICLE 22-VIII REGISTRATION
REQUIREMENTS FOR THE SALE OF INTOXICATING CANNABINOID
PRODUCTS” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

ARTICLE 22-VIII REGISTRATION REQUIREMENTS FOR THE SALE OF
INTOXICATING CANNABINOID PRODUCTS(*Added*)

SECTION 2: **ADOPTION** “Section 22-220 Definitions” of the Marshall
Municipal Code is hereby *added* as follows:

ADOPTION

Section 22-220 Definitions(*Added*)

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:

CBD means a compound of the cannabis plant known as cannabidiol.

Intoxicating Hemp Product means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid other than CBD in combination with food ingredients, and is not a drug, and meet the requirements to be sold under Minnesota Statutes, §151.72. This does not include any product intended to be consumed by combustion or vaporization of the product, by inhalation of smoke, aerosol, or vapor from the product or through injection or application to a mucus membrane or nonintact skin. A product intended to only contain CBD but which may contain less than trace amounts of tetrahydrocannabinol (THC) as an unintended result of the manufacturing process is not considered an Intoxicating Hemp Product.

Intoxicating Hemp Product Business means a business that sells Intoxicating Hemp Products at retail for off-site consumption.

Premises means the area from which an Intoxicating Hemp Product Business sells Intoxicating Hemp Products and for an On-Site Intoxicating Hemp Product Business and Liquor Store shall mean the licensed premises pursuant to its license issued under Minnesota Statutes, Chapter 340A.

Liquor Store means a business licensed pursuant to Minnesota Statutes, Chapter 340A to sell alcoholic beverages in original packages for consumption off the licensed premises only.

Moveable place of business means any form of business operated out of a truck, van, automobile, or other type of vehicle or transportable shelter and not a fixed address store front or other permanent type of structure authorized for sales transactions. Movable Place of Business does not include On-Site Intoxicating Hemp Product Businesses selling Intoxicating Hemp Products at a location pursuant to a caterer's permit.

On-Site Intoxicating Hemp Product Business means a business with an on-sale liquor license pursuant to Minnesota Statutes, Chapter 340A and which sells Intoxicating Hemp Products that are intended to be consumed as a beverage, for on-site consumption.

Sale means any transfer of goods for money, trade, barter or other consideration.

THC means the chemical compound of the cannabis plant tetrahydrocannabinol.

SECTION 3: ADOPTION “Section 22-221 Purpose” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 22-221 Purpose(*Added*)

The city recognizes that the sale of certain products containing the psychoactive cannabis compound THC is legal when those sales are to individuals 21 years of age or older, and that the increase of these types of products in the community increases the likelihood that youth will have access to and use products containing THC. The use of those products by individuals under the age of 21 places a burden on all levels of government, resulting in financial and other public resources being needed to address both violations of laws and regulations regarding such use, including the impacts on health . The purpose of this chapter is to regulate the sale of products containing THC for the purpose of enforcing and further existing laws and regulations.

SECTION 4: **ADOPTION** “Section 22-222 Registration Required” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 22-222 Registration Required(*Added*)

Businesses may only sell Intoxicating Hemp Products to customers, for on-site or off-site consumption, if one of the following three conditions apply:

- (a) For on-site consumption, an On-Site Intoxicating Hemp Product Business must be registered with the city before making sales to customers and must have an active on-sale liquor license pursuant to Minnesota Statutes Chapter 340A.
- (b) For off-site consumption, an Intoxicating Hemp Products Business must be registered with the city before making sales to customers.
- (c) No city-issued registration is required for a business selling medical cannabis as part of the Minnesota’s Medical Cannabis Program described in Minnesota Statutes, §§ 152.22 to 152.37 or for a Liquor Store.

SECTION 5: **ADOPTION** “Section 22-223 Registration Application And General Information” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 22-223 Registration Application And General Information(*Added*)

- (a) **General Application Information** – Both On-Site Intoxicating Hemp Product Businesses and Intoxicating Hemp Product Businesses must submit the following to the City:
 - (1) Complete registration form, including confirmation that the business is registered with the Minnesota Department of Health.
 - (2) A registration fee, which shall be established pursuant to City Council resolution or City Council Fee Schedule.
- (b) **Additional On-Site Intoxicating Hemp Product Business Application Information** – In addition to the application information contained in §22-223 (a), On-Site Intoxicating Hemp Product Businesses must also submit confirmation that the premises has an on-sale liquor license issued pursuant to Minnesota Statutes, Chapter 340A.
- (c) **No Moveable Place of Business** – No Intoxicating Hemp Moveable Place of Business is allowed and, as a result, no registration will be issued for a Moveable Place of Business.

- (d) **Term** – Registrations are valid for a term of one year from the date they are issued by the City. Businesses renewing their registration must submit a renewal fee at the time of renewal.
- (e) **Registration Conditions** – Registrants are subject to the performance standards and penalties in §§ 22-224 - 22-234. Violation of any of the applicable provisions of this chapter is considered a violation of City Code and may result in criminal penalties, administrative fines or the City revoking a registration.

SECTION 6: **ADOPTION** “Section 22-224 Zoning Requirements” of the Marshall Municipal Code is hereby *added* as follows:

A D O P T I O N

Section 22-224 Zoning Requirements(*Added*)

No registration issued under this Chapter shall be granted until all applicable zoning requirements are met or until all conditions for approval of the use have been satisfied.

SECTION 7: **ADOPTION** “Section 22-225 Limit On Registrations” of the Marshall Municipal Code is hereby *added* as follows:

A D O P T I O N

Section 22-225 Limit On Registrations(*Added*)

- (a) **Intoxicating Hemp Product Business.** The City has not established a limit on the number of Intoxicating Hemp Product Business registrations.
- (b) **On-Site Intoxication Hemp Product Businesses.** The City has not established a limit on the number of On-Site Intoxicating Hemp Product Business registrations other than requiring these businesses to have up-to-date on-sale liquor license.

SECTION 8: **ADOPTION** “Section 22-226 Responsibility” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 22-226 Responsibility(*Added*)

All registrants under this article shall be responsible for the actions of their employees in regard to the sale of Intoxicating Hemp Products, and the sale of such an item by an employee shall be considered a sale by the registrant. Nothing in this article shall be construed as prohibiting the city from also subjecting the registrant to whatever penalties are appropriate under this article, state or federal law, or other applicable law or regulation.

SECTION 9: **ADOPTION** “Section 22-227 Compliance Checks and Inspections” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 22-227 Compliance Checks and Inspections(*Added*)

All On-Site Intoxicating Hemp Businesses and Intoxicating Hemp Product Businesses premises shall be open to inspection by the city police or other authorized city official during regular business hours. From time to time, but at least once per year, the city shall conduct compliance checks by engaging individuals over the age of 17 years old but less than 21 years old, to enter the premises to attempt to purchase Intoxicating Hemp Products. Prior written parental or guardian consent is required for any person under the age of 18 who participates in a compliance check. Individuals used for the purpose of compliance checks shall be supervised by city designated law enforcement officers or other designated city personnel. Individuals used for compliance checks shall not be guilty of unlawful possession of Intoxicating Hemp Products when such items are obtained as a part of the compliance check. No individual used in compliance checks shall attempt to use a false identification misrepresenting the individual's age, and all individuals lawfully engaged in a compliance check shall answer all questions about the individual's age asked by the registrant or their employee, and shall produce any identification, if any exists, for which they are asked. Nothing in this article shall prohibit compliance checks authorized by state or federal laws for educational, research or training purposes, or required for the enforcement of a particular state or federal law.

SECTION 10: **ADOPTION** “Section 22-228 Prohibited Sales” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 22-228 Prohibited Sales(*Added*)

It shall be a violation of this article for any person to sell or offer to sell any Intoxicating Hemp Product:

- (a) Not meeting the requirement or by the means authorized in Minnesota Statutes, section 151.72 including, but not limited to:
 - (1) Age Verification - Minn. Stat. §151.72, subd. 5c.
 - (2) Packaging, Labeling, and THC Limits - Minn.Stat. §151.72, subd. 5a.
 - (3) Secure Storage and Sales - Minn. Stat. §151.72, subd. 5a (h).
 - (4) Testing Requirements - Minn. Stat. §151.72, subd. 4.
 - (5) Labeling Requirements - Minn. Stat. §151.72, subd. 5.
- (b) To any person under the age of 21 years.
- (c) By any person under the age of 21 years.
- (d) For a nominal amount or by means of sampling.
- (e) By internet sales or delivery, unless the business utilizes an independent third-party age verification system.
- (f) By an other means, to any other person, or in any other manner or form prohibited by federal, state, or other local law, ordinance provision, or other regulation

SECTION 11: **ADOPTION** “Section 22-229 On-Site Intoxicating Hemp Business Manufacturing” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 22-229 On-Site Intoxicating Hemp Business Manufacturing(*Added*)

- (a) On-Site Intoxicating Hemp Product Businesses may manufacture Intoxicating Hemp Products intended to be consumed as a beverage as an accessory use only at breweries and distilleries licensed as such under Minnesota Statutes, Chapter 340A, as long as the manufacturing process for the beverages does not involve the cannabis plant. For purposes of this Section, accessory use is defined to mean not accounting for more than 50% of the production of total product produced at the brewery or distillery. The transporting or distribution of such Intoxicating Hemp Products manufactured as an accessory use at a brewery or distillery to locations outside of the City also is allowed as part of the accessory use.
- (b) Intoxicating Hemp Products manufactured as described in 22-229 (a) may not be sold at retail for off-sale consumption by an On-Site Intoxicating Hemp Product Business.

SECTION 12: **ADOPTION** “Section 22-230 On-Site Intoxicating Hemp Business Registration Condition” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 22-230 On-Site Intoxicating Hemp Business Registration Condition(*Added*)

An On-Site Intoxicating Hemp Business registration will terminate, with no further action of the City, if the registrant's on-sale liquor license expires, terminates, or is otherwise not effective.

SECTION 13: **ADOPTION** “Section 22-231 Exceptions and Defenses” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 22-231 Exceptions and Defenses(*Added*)

Nothing in this article shall prevent the providing of Intoxicating Hemp Products to an individual under the age of 21 as part of a lawfully recognized religious, spiritual or cultural ceremony. It shall be an affirmative defense to the violation of this article for a person to have reasonably relied on proof of age as described by state law.

SECTION 14: **ADOPTION** “Section 22-232 Offenses Involving Individual Under the Age of 21” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 22-232 Offenses Involving Individual Under the Age of 21(*Added*)

- (a) **Illegal sales.** It shall be a violation of this article for any person to sell or otherwise provide any Intoxicating Hemp Product to any individual under the age of 21.
- (b) **Illegal possession.** It shall be a violation of this article for any individual under the age of 21 to have in their possession any Intoxicating Hemp Product. This subsection shall not apply to individual under the age of 21 lawfully involved in a compliance check.
- (c) **Illegal use.** It shall be a violation of this article for any individual under the age of 21 to use any Intoxicating Hemp Product.
- (d) **Illegal procurement.** It shall be a violation of this article for any individual under the age of 21 to purchase or attempt to purchase or otherwise obtain any Intoxicating Hemp Product, and it shall be a violation of this article for any person to purchase or otherwise obtain such items on behalf of an individual under the age of 21. It shall further be a violation for any person to coerce or attempt to coerce an individual under the age of 21 to illegally purchase or otherwise obtain or use any Intoxicating Hemp Product. This subsection shall not apply to individual under the age of 21 lawfully

involved in a compliance check.

- (e) **Use of false identification.** It shall be a violation of this article for any individual under the age of 21 to attempt to disguise their true age by the use of a false form of identification, whether the identification is that of another person or one on which the age of the person has been modified or tampered with to represent an age older than the actual age of the person.

SECTION 15: **ADOPTION** “Section 22-233 Violations” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 22-233 Violations(*Added*)

- (a) **Notice.** Upon discovery of a suspected violation, the alleged violator shall be issued, either personally or by mail, a citation that sets forth the alleged violation and which shall inform the alleged violator of their right to be heard on the accusation.
- (b) **Hearings.** If a person accused of violating this article so requests, a hearing shall be scheduled, the time and place of which shall be published and provided to the accused violator.
- (c) **Hearing officer.** The hearing officer for any violations of this article shall be the city administrator or a person duly designated by the city administrator.
- (d) **Decision.** If the hearing officer determines that a violation of this article did occur, that decision, along with the hearing officer's reasons for finding a violation, and the penalty to be imposed for a violation of this article, shall be recorded in writing, a copy of which shall be provided to the accused violator. Likewise, if the hearing officer finds that no violation occurred or finds grounds for not imposing any penalty, such findings shall be recorded and a copy provided to the acquitted accused violator.
- (e) **Appeals.** Appeals of any decision made by the hearing officer shall be filed in the district court for the city.
- (f) **Misdemeanor prosecution.** Nothing in this article shall prohibit the city from seeking prosecution as a misdemeanor for any alleged violation of this article. If the city elects to seek misdemeanor prosecution, no administrative penalty shall be imposed.
- (g) **Continued violation.** Each violation and every day in which a violation occurs or continues shall constitute a separate offense.

SECTION 16: **ADOPTION** “Section 22-234 Penalties For Violation Of Article” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 22-234 Penalties For Violation Of Article(*Added*)

- (a) **Registrants and employees.** Any registrant, and any employee of a registrant, found to have violated this article shall be charged an administrative fine of \$75.00 for a first violation of this article; \$200.00 for a second offense at the same premises within a 24-month period; and \$250.00 for a third or subsequent offense at the same location within a 24-month period. In addition, after the third offense, the shall be suspended for a period to be determined by council resolution. In addition to these administrative fines, the may be suspended or the registration rescinded. Any expenses incurred by the city in appointing and conducting the hearing shall also be added to the administrative fine above stated.
- (b) **Other individuals.** Other individuals, other than minors regulated by this article, found to be in violation of this article by providing or selling to minors shall be charged an administrative fee of \$75.00.
- (c) **Possession Under 21.** Any individual under the age of 21 found in unlawful possession of, or who unlawfully purchases or attempts to purchase Intoxicating Hemp Product, shall be prosecuted as a misdemeanor.
- (d) **Misdemeanor.** Nothing in this article shall prohibit the city from seeking prosecution as a misdemeanor for any violation of this article.

SECTION 17: AMENDMENT “Section 86-50 Home Occupations And Businesses” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 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). As an exception, for businesses compliant with conditions (1) or 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 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 services.
 - (13) If at any time more than two customers may be present, off-street parking shall be provided in addition to parking required 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 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 City 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.
 - (6) Any activity involving multiple garage sales.
 - (7) Any illegal activity.
 - (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.
 - (10) Any business licensed under Minnesota Statutes, Chapter 342 or for which a registration is required by City Code, §22-222.

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

Editor's note(s)—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.

SECTION 18: **AMENDMENT** “Section 86-102 B-1 Limited Business District” of the Marshall Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Section 86-102 B-1 Limited Business District

- (a) *Intent; scope.* This section applies to the B-1 limited business district. This B-1 district is intended to permit selected businesses in areas adjacent to residential neighborhoods where analysis of the population demonstrates that such establishment are required and desirable.
- (b) *Permitted uses.* The following uses shall be permitted in the B-1 district:

- (1) Antique, gift or florist shops.
- (2) Automobile parking lots excluding repairs and the parking of trucks and buses.
- (3) Barbershops or beauty shops.
- (4) Business or professional offices.
- (5) Businesses requiring a registration under City Code, § 22-222. Businesses, except On-Site Intoxicating Hemp Product Businesses, must be located at least:
 - a. 500 feet, when measured in a straight line from the center of the primary building of a school, as defined in Minnesota Statutes, section 120A.22, subd. 4, excluding a home school, to the property line of the property in which the registered establishment is located. The primary building of each school is established in a map that will be published by the City.
- (6) Candy, ice cream, soft drinks or confectionery stores.
- (7) Churches.
- (8) Day care facility serving any number of individuals.
- (9) Fallout shelter.
- (10) Jewelry stores.
- (11) Laundromats and dry cleaning laundry pickup store.
- (12) Leather goods and luggage shops.
- (13) Medical clinics.
- (14) Municipal or other government administration buildings, police or fire stations, community center buildings, museums or art galleries, and post office stations.
- (15) Pharmacies or drugstores, including gifts, stationery and similar items.
- (16) Photography studios.
- (17) Pipe or tobacco shops.
- (18) Public libraries.

(19) Retail bake or pastry shops.

(20) Retail medical supply stores.

(21) Tailor shops.

(c) *Permitted accessory uses.* The following uses shall be permitted accessory uses in the B-1 business district:

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

(2) Living quarters of persons employed on the premises.

(3) Private garage.

(4) Private swimming pool when completely enclosed within a chainlink or similar fence five feet high.

(5) Solar energy collectors and systems.

(6) Storage garages where the lot is occupied by a multiple-family dwelling or an institutional dwelling.

(d) *Conditional uses.* All conditional use permits for the B-1 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 B-1 business district by conditional use permit:

(1) Boardinghouses and lodging houses.

(2) Gas station or car wash.

(3) Grocery stores, fruit and vegetable markets.

(4) Liquor stores (for consumption off the premises).

(5) Meat shops and cold storage lockers (excluding slaughtering).

(6) Medical, dental and optical labs.

(7) Mortuaries or funeral homes.

(8) Motels.

- (9) Multiple-family dwellings, apartment buildings or townhouses containing not more than eight dwelling units.
- (10) Offices of persons and home occupations in existing structures when they meet the specific conditions of section 86-50.
- (11) Other business uses of the same general character as listed in subsection (b).
- (12) Parks and recreational areas.
- (13) Public, parochial or other private elementary, middle, junior high or senior high schools offering a curriculum equivalent to the public school system, and not operated for profit.
- (14) Public utility stations and structures.
- (15) Residential facility serving six or fewer individuals.
- (16) Restaurants, cafes, delicatessens or tearooms.
- (17) Shoe stores and shoe repair stores.
- (18) Single-family detached dwellings.
- (19) Two-family dwellings under single ownership, joint ownership or tenants in common.
- (20) Two-family dwellings under split ownership under the following conditions:
 - a. The dwellings have separate utility service lines to each unit.
 - b. The owner execute a common maintenance agreement containing covenants as to uniformity of exterior appearance of the dwellings for the life of the building.
 - c. Proper separation of units exist as provided by the city building code.
 - d. Such dwellings comply with all yard regulations for single-family dwellings, except side yard regulations between the dwelling units.
 - e. The dwelling location on the lot be compatible with the neighborhood.
 - f. Landscaping, fencing, grading, exterior lighting, construction and driveway conform to the surrounding neighborhood.
 - g. Any accessory building is compatible with the dwellings and the surrounding neighborhood.
 - h. The dwellings shall be a maximum height of two stories.
 - i. Not more than 50 percent of the lot area shall be occupied by buildings.

- j. No unit shall be eligible under this use unless the division of the dwelling occurs along the lot lines.
- (21) Water supply buildings, reservoirs, wells, elevated tanks, and other similar essential public utility structures, municipal or other government service buildings.
- (e) *Height, yard and lot coverage regulations.* Height, yard and lot coverage regulations for the B-2 district are as follows:
 - (1) *Height regulations.* No building shall hereafter be erected or structurally altered to exceed three stories or 35 feet in height.
 - (2) *Front yard regulations.*
 - a. There shall be a front yard having a depth of not less than 25 feet on a lot or plot that abuts a minor street or a marginal access service street.
 - b. There shall be a front yard having a depth of 35 feet on a lot or plot that abuts a thoroughfare as shown on the adopted city thoroughfares plan, except that an 80-foot setback shall be required when the council determines that a service road is necessary.
 - c. There shall be a front yard on each street side of each corner lot. No accessory buildings shall project into the front yard line on either street.
 - d. No front yard shall be required in the downtown district.
 - (3) *Side yard regulations.*
 - a. There shall be a side yard on each side of a building, having a width of not less than ten feet.
 - b. No building shall be located within 20 feet of any side lot line abutting a lot in any of the classes of residence districts.
 - c. No side yard shall be required in the downtown district.
 - (4) *Rear yard regulations.*
 - a. There shall be a rear yard having a depth of not less than 25 percent of the lot depth or a maximum required rear yard of 25 feet.
 - b. No building shall be located within 20 feet of any rear lot line abutting a lot in any of the classes of residence districts.
 - c. No rear yard shall be required in the downtown district.
- (f) *Lot coverage regulations.* Not more than 50 percent of a lot shall be occupied by buildings. No lot coverage restrictions apply in the downtown district.
- (g) *General regulations.* Additional regulations in the B-1 business district are set forth in article VI of this chapter, except that no outside storage or displays of property for sale shall be permitted on any premises in such district.

(Code 1976, § 11.12; Ord. No. 443, § 3, 11-6-2000; Ord. No. 463, § 1, 7-2-2001; Ord. No. 590 2nd series, § 1, 2-19-2008)

Cross reference(s)—Businesses, ch. 22.

SECTION 19: AMENDMENT “Section 86-103 B-2 Central Business District” of the Marshall Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Section 86-103 B-2 Central Business District

- (a) *Intent; scope.* This section applies to the B-2 central business district. This B-2 district is intended to preserve and enhance the city's central business district as the prime center for office and government employment, shopping and cultural activities. This B-2 district shall be restricted to the downtown district.
- (b) *Permitted uses.* The following uses shall be permitted in the B-2 business district:

- (1) Animal pet shops.
- (2) Antique, gift or florist shop.
- (3) Appliance sales and service stores.
- (4) Armories, convention or exhibition halls.
- (5) Art, office, school, camera and photography supply stores.
- (6) Audio recording sales or rental.
- (7) Auto parts stores.
- (8) Automobile parking lots and the parking of trucks and buses.
- (9) Banks and savings institutions.
- (10) Barbershops or beauty shops.
- (11) Bars, taverns, cocktail lounges, nightclubs, dancehalls and theaters.
- (12) Bicycle sales or repair shops.
- (13) Billiard or pool halls.
- (14) Book or stationery stores.
- (15) Bowling alleys.

- (16) Bus stations or taxistands.
- (17) Business, commercial or dance schools.
- (18) Business or professional offices.
- (19) Businesses requiring a registration under City Code, § 22-222. Businesses, except On-Site Intoxicating Hemp Product Businesses, must be located at least:
 - a. 500 feet, when measured in a straight line from the center of the primary building of a school, as defined in Minnesota Statutes, section 120A.22, subd. 4, excluding a home school, to the property line of the property in which the registered establishment is located. The primary building of each school is established in a map that will be published by the City.
- (20) Cabinet or carpenter shops.
- (21) Cabinet stores.
- (22) Candy, ice cream, soft drinks or confectionery stores.
- (23) Carpet, rug and flooring stores.
- (24) Churches.
- (25) Clothing stores.
- (26) Commercial radio or television broadcasting station.
- (27) Communication center (within building).
- (28) Department stores.
- (29) Fallout shelter.
- (30) Furniture stores.
- (31) Grocery stores, fruit and vegetable markets.
- (32) Hardware, hobby, sporting goods or toy stores.
- (33) Jewelry stores.
- (34) Job printing, newspaper, lithographing or publishing plants.

- (35) Laundromats and dry cleaning laundry pickup store.
- (36) Leather goods and luggage shops.
- (37) Liquor stores (for consumption off the premises).
- (38) Loan and finance company offices.
- (39) Lodge rooms or clubhouses for fraternal organizations.
- (40) Meat shops and cold storage lockers (excluding slaughtering).
- (41) Medical clinics.
- (42) Medical, dental and optical laboratories.
- (43) Mortuaries or funeral homes.
- (44) Motels or motor hotels.
- (45) Motion picture theatre.
- (46) Municipal or other government administration buildings, police or fire stations, community center buildings, museums or art galleries, and post office stations.
- (47) Music studios or musical instrument stores.
- (48) Newsstands.
- (49) Paint or wallpaper stores and interior decorating studios.
- (50) Pet supply store.
- (51) Pharmacies or drugstores; including gifts, stationery and similar items.
- (52) Photography studios.
- (53) Physical culture or health clubs and gymnasiums.
- (54) Pipe or tobacco shops.
- (55) Plumbing shops, television or radio repair shops; when operated as accessory uses to retail sales establishments.

(56) Public libraries.

(57) Restaurants, cafes, delicatessens or tearooms.

(58) Retail bakeries or pastry shops.

(59) Retail ice delivery stations (excluding manufacturing).

(60) Retail medical supply stores.

(61) Sewing machine sales and service stores.

(62) Shoe stores and shoe repair shops.

(63) Tailor shops.

(64) Variety stores.

(65) Veterinary clinic and hospital for small animals with associated indoor kennels where there are no animals allowed outside of a building at any time, where the entire business is conducted wholly within an enclosed sound proofed, heated and air conditioned building such that no noise or odors are perceptible beyond the property line.

(66) Video recording and equipment sales and repair stores.

(67) Watch or clock repair, locksmith or pawn shops.

(68) Water conditioning sales and services.

(c) *Permitted accessory uses.* The following uses shall be permitted accessory uses in the B-2 central business district:

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

(2) Living quarters of persons employed on the premises.

(3) Solar energy collectors and systems.

(4) Storage garages where the lot is occupied by a multiple-family dwelling, hospital or an institutional dwelling.

(d) *Conditional uses.* All conditional use permits for the B-2 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 B-2 central business district by conditional use permit:

- (1) Automobile garages and repair shops, with no outside storage or sales of vehicles, equipment or accessories.
- (2) Automobile laundry or car wash.
- (3) Automobile service stations, for sale of gasoline, oil and accessories.
- (4) Boardinghouses and lodginghouses; convalescent, nursing and rest home.
- (5) Drive-in retail or service stores.
- (6) Garden supply stores.
- (7) Hospitals (excluding nonhuman).
- (8) Multiple-family dwellings, apartment buildings or townhouses.
- (9) Other business uses of the same general character as listed in subsection (b).
- (10) Parks and recreational areas owned or operated by governmental agencies.
- (11) Public, parochial or other private elementary, middle, junior high or senior high schools offering a curriculum equivalent to the public school system, and not operated for profit.
- (12) Repair and rental shops of domestic type equipment and items.
- (13) Residential facility or day care facility.
- (14) Self-storage warehouse on floors other than main level.
- (15) Sports arenas or stadiums, indoor skating rinks.
- (16) Tire, battery and automobile accessories shops.
- (17) Trade schools.
- (18) Upholstery and furniture repair shops.
- (19) Utility stations and structures.

(20) Water supply buildings, reservoirs, wells, elevated tanks, and other similar essential public utility structures, municipal or other government service buildings.

(e) *Height, yard and lot coverage regulations.* Height, yard and lot coverage regulations for the B-2 district are as follows:

(1) *Height regulations.* No building shall hereafter be erected or structurally altered to exceed 45 feet in height.

(2) *Front yard regulations.* No front yard shall be required.

(3) *Side yard regulations.* No side yard shall be required.

(4) *Rear yard regulations.* No rear yard shall be required.

(f) *Lot coverage regulations.* There are no lot coverage regulations.

(g) *General regulations.* Additional regulations in the B-2 central business district are set forth in article VI of this chapter.

(Code 1976, § 11.13; Ord. No. 443, § 3, 11-6-2000; Ord. No. 463, § 1, 7-2-2001; Ord. No. 590 2nd series, § 1, 2-19-2008; Ord. No. 613 2nd series, § 1, 8-25-2009; Ord. No. 703 2nd series, § 1, 12-8-2015)

Cross reference(s)—Businesses, ch. 22.

SECTION 20: **AMENDMENT** “Section 86-104 B-3 General Business District” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 86-104 B-3 General Business District

(a) *Intent; scope.* This section applies to the B-3 general business district. This B-3 district provides a location for uses that are appropriate to thoroughfare locations, are largely dependent upon thoroughfare traffic, and are not suitable within other business districts.

(b) *Permitted uses.* The following uses shall be permitted in the B-3 business district:

(1) Ambulance, taxi, bus, and rail stations or terminals.

(2) , gift or florist shop.

(3) Apparel shops.

(4) Appliance sales and service stores.

(5) Art, office, school, camera and photography supply stores.

(6) Audio recording sales or rental.

- (7) Auto parts and accessories.
- (8) Automobile and truck sales or used car lots.
- (9) Automobile garages and repair shops, with no outside storage of vehicles or equipment.
- (10) Automobile laundries and car washes.
- (11) Automobile parking lots and garages.
- (12) Automobile service stations, for sale of gasoline, oil and accessories.
- (13) Banks and savings institutions.
- (14) Barbershops or beauty shops.
- (15) Bars, taverns, cocktail lounges, nightclubs, dancehalls and theatres.
- (16) Bicycle or motorcycle sales or repair shops.
- (17) Billiard or pool halls.
- (18) Book or stationery stores.
- (19) Bowling alleys.
- (20) Business, commercial or dance schools.
- (21) Business or professional offices.
- (22) Businesses requiring a registration under City Code, § 22-222. Businesses, except On-Site Intoxicating Hemp Product Businesses, must be located at least:
 - a. 500 feet, when measured in a straight line from the center of the primary building of a school, as defined in Minnesota Statutes, section 120A.22, subd. 4, excluding a home school, to the property line of the property in which the registered establishment is located. The primary building of each school is established in a map that will be published by the City.
- (23) Cabinet stores.
- (24) Candy, ice cream, soft drinks, or confectionery stores.
- (25) Carpenter, plumbing and heating, paint and wallpaper, and janitorial service shops.

- (26) Carpet and flooring stores.
- (27) Churches.
- (28) Day care facility serving any number of individuals.
- (29) Department stores.
- (30) Drive-in restaurants and other establishments that provide goods and services to patrons in automobiles.
- (31) Drive-in retail or service stores.
- (32) Drive-in theatres.
- (33) Drive-up bank and other offices.
- (34) Electric motors service shops.
- (35) Fallout shelter.
- (36) Furniture stores.
- (37) Garden and lawn supply stores.
- (38) Gas stations.
- (39) Glass sales and service stores.
- (40) Grocery stores or supermarkets.
- (41) Hardware, hobby, sporting goods or toy stores.
- (42) Health clubs.
- (43) Ice sales.
- (44) Jewelry stores and leather goods or luggage.
- (45) Laundromats and dry cleaning or laundry pickup stores.
- (46) Leather goods stores.
- (47) Liquor stores.
- (48) Loan and finance company offices.
- (49) Lodge rooms or clubhouses for fraternal organizations.

- (50) Marine or boat sales and repair shops.
- (51) Meat shops and cold storage lockers, excluding slaughtering.
- (52) Medical clinics.
- (53) Medical, dental and optical laboratories.
- (54) Miniature golf courses, archery and golf driving ranges; swimming pools serving more than one-family, skating rinks, tennis clubs, but excluding auto, motorcycle or go-cart race tracks.
- (55) Monument sales centers.
- (56) Mortuaries or funeral homes.
- (57) Motels or hotels.
- (58) Motion picture theatre.
- (59) Municipal or other government administration buildings, police or fire stations, community center buildings, museums or art galleries, and post office stations.
- (60) Music studios or musical instrument stores.
- (61) Newspaper printing.
- (62) Outdoor nurseries and greenhouses.
- (63) Paint or wallpaper stores.
- (64) Pet shops.
- (65) Pet supply store.
- (66) Pharmacies or drugstores.
- (67) Photography studios.
- (68) Pipe or tobacco shops.
- (69) Post office stations.
- (70) Printing.
- (71) Public libraries.
- (72) Radio or television broadcasting stations.

- (73) Repair and rental of domestic type equipment and items.
 - (74) Restaurants, cafes, delicatessens or tea rooms.
 - (75) Retail bakeries or pastry shops.
 - (76) Retail ice delivery stations.
 - (77) Retail medical supply stores.
 - (78) Sales and service centers for farm implements.
 - (79) Sales and service centers of travel and camping trailers, and motor homes which do not require a special permit to be transported on a public highway.
 - (80) Self-storage warehouse with inside access to individual units.
 - (81) Sewing machine sales and service.
 - (82) Shoe stores and repair.
 - (83) Tailor shops.
 - (84) Television or radio repair shops.
 - (85) Tire, battery and automobile accessories shops.
 - (86) Upholstery and furniture repair shops.
 - (87) Veterinary clinic and hospital for small animals with associated indoor kennels where there are no animals allowed outside of a building at any time, where the entire business is conducted wholly within an enclosed sound proofed, heated and air conditioned building such that no noise or odors are perceptible beyond the property line.
 - (88) Video sales or rental.
 - (89) Water conditioning sales and service.
 - (90) Water supply buildings, reservoirs, wells, elevated tanks and similar essential public utility structures.
 - (91) Wholesale business and office with no outside storage.
- (c) *Permitted accessory uses.* The following uses shall be permitted accessory uses in the B-3 business district:

- (1) Accessory uses generally associated with the uses permitted in subsections (a) and (b) of this section.
 - (2) Off-street parking and loading as regulated by article VI of this chapter.
 - (3) Signs as regulated by article VI of this chapter.
 - (4) Solar energy collectors and systems.
 - (5) Storage garages where the lot is occupied by an institutional building.
- (d) *Conditional uses.* All conditional use permits for the B-3 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 use may be permitted in the B-3 business district by conditional use permit:
- (1) Amusement parks.
 - (2) Armories, convention or exhibition halls.
 - (3) Billboards.
 - (4) Brewpubs.
 - (5) College, university, post high school education or training institution, or seminary; public or private; with the nearest building line to property line distance of 150 feet to any single family dwelling property.
 - (6) Convalescent, nursing and rest homes.
 - (7) Farm feed and seed, or lawn and gardening supply store.
 - (8) Golf courses, including clubhouses.
 - (9) Heliport.
 - (10) Hospitals and medical centers.
 - (11) Kennels.
 - (12) Lumberyards.
 - (13) Meat and butcher shops and cold storage lockers, with limited slaughtering.
 - (14) Multiple-family dwellings, apartment buildings or townhouses.

- (15) Municipal or other governmental service buildings.
 - (16) Other business uses of the same general character as listed in subsection (b).
 - (17) Parks and recreational areas owned or operated by governmental agencies.
 - (18) Public, parochial or other private elementary, middle, junior high or senior high schools offering a curriculum equivalent to the public school system, and not operated for profit.
 - (19) Residential facilities serving six or fewer individuals.
 - (20) Self-storage warehouse with outside access to individual units.
 - (21) Sports arenas or stadiums, indoor skating rinks and physical culture or health clubs and gymnasiums.
 - (22) Trophy and award assembly.
 - (23) Utility stations and structures.
- (e) *Height and yard regulations.* Height and yard regulations for the B-3 district are as follows:
- (1) *Height regulations.* No building shall hereafter be erected or structurally altered to exceed 45 feet in height.
 - (2) *Front yard regulations.*
 - a. There shall be a front yard having a depth of not less than 25 feet on a lot or plot that abuts a minor street or a marginal access service street.
 - b. There shall be a front yard having a depth of 35 feet on a thoroughfare as shown on the adopted city thoroughfares plan, except that an 80-foot setback shall be required when the council determines that a service road is necessary.
 - c. There shall be a front yard on each street side of a corner lot. No accessory buildings shall project beyond the front yard line on either street.
 - d. No front yard shall be required in the downtown district.
 - (3) *Side yard regulations.*
 - a. There shall be a side yard on each side of a building, having a width of not less than ten feet.
 - b. No building shall be located within 20 feet of any side lot line abutting a lot in any of the classes of residence districts.
 - c. No side yard shall be required in the downtown district.
 - (4) *Rear yard regulations.*
 - a. There shall be a rear yard having a depth of not less than 25 percent of the lot depth or a maximum required rear yard of 25 feet.
 - b. No building shall be located within 20 feet of any rear lot line abutting

- a lot in any of the classes of residence districts.
- c. No rear yard shall be required in the downtown district.
- (f) *Lot coverage regulations.* Not more than 50 percent of a lot shall be occupied by buildings in the B-3 district. No lot coverage restrictions apply in the downtown district.
- (g) *General regulations.* Additional regulations in the B-3 general business district are set forth in article VI of this chapter.

(Code 1976, § 11.14; Ord. No. 410 2nd series, § 2, 2-16-1999; Ord. No. 443, § 3, 11-6-2000; Ord. No. 463, § 1, 7-2-2001; Ord. No. 590 2nd series, § 1, 2-19-2008; Ord. No. 613 2nd series, § 1, 8-25-2009; Ord. No. 655 2nd series, § 1, 5-22-2012; Ord. No. 719 2nd series, § 1, 5-9-2017; Ord. No. 753 2nd series, § 1, 7-28-2020)

Cross reference(s)—Businesses, ch. 22.

SECTION 21: **AMENDMENT** “Section 86-105 B-4 Shopping Center Business District” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 86-105 B-4 Shopping Center Business District

- (a) *Intent; scope.* This section applies to the B-4 shopping center business district. This B-4 district is intended to provide for existing and/or proposed shopping centers.
- (b) *Permitted uses.* The following uses shall be permitted in the B-4 business district:
- (1) Animal pet shops.
 - (2) Antique, gift or florist shop.
 - (3) Apparel shops.
 - (4) Appliance stores.
 - (5) Art, office, school, or camera and photography supply stores.
 - (6) Audio recording sales and rental.
 - (7) Auto parts and accessories.
 - (8) Automobile and truck parking lots.
 - (9) Banks and savings institutions.

- (10) Barbershops or beauty shops.
- (11) Bars, cocktail lounges, nightclubs and theatres.
- (12) Bicycle sales shops.
- (13) Bookstores.
- (14) Bowling alleys.
- (15) Bus stations or taxistands.
- (16) Business, commercial and dance schools.
- (17) Business or professional offices.
- (18) Businesses requiring a registration under City Code, § 22-222. Businesses, except On-Site Intoxicating Hemp Product Businesses, must be located at least:
 - a. 500 feet, when measured in a straight line from the center of the primary building of a school, as defined in Minnesota Statutes, section 120A.22, subd. 4, excluding a home school, to the property line of the property in which the registered establishment is located. The primary building of each school is established in a map that will be published by the City.
- (19) Butcher shops, excluding slaughtering.
- (20) Cabinet stores.
- (21) Candy, ice cream, soft drinks or confectionery stores.
- (22) Carpet and flooring stores.
- (23) Clock repair.
- (24) Communications broadcasting station.
- (25) Department store.
- (26) Drive-up bank.
- (27) Dry cleaning stores or laundry pickup stores.
- (28) Fallout shelter.

- (29) Finance company offices.
- (30) Funeral homes.
- (31) Furniture stores.
- (32) Garden and lawn supply stores.
- (33) Gas stations.
- (34) Glass sales.
- (35) Governmental buildings.
- (36) Grocery stores.
- (37) Hardware, hobby, sporting goods or toy stores.
- (38) Jewelry stores.
- (39) Leather goods and luggage shops.
- (40) Libraries.
- (41) Liquor stores (for consumption off the premises).
- (42) Loan and finance.
- (43) Lodge rooms or clubhouses for fraternal organizations.
- (44) Medical clinics.
- (45) Motels.
- (46) Motion picture theatre.
- (47) Music studios or musical instrument stores.
- (48) Newsstands.
- (49) Office and photo supply (retail).
- (50) Paint, wallpaper or interior decorating stores.

- (51) Pet supply store.
- (52) Pipe or tobacco shops.
- (53) Pharmacies or drugstores.
- (54) Photography studios.
- (55) Physical culture or health clubs and gymnasiums.
- (56) Plumbing and heating sales.
- (57) Pool halls and video arcades.
- (58) Post office stations.
- (59) Printing.
- (60) Restaurants, cafes, delicatessens or tea rooms.
- (61) Retail bakeries or pastry shops.
- (62) Retail medical supply stores.
- (63) Sewing machine sales and service.
- (64) Shoe stores.
- (65) Supermarkets.
- (66) Tailor shops.
- (67) Veterinary clinic and hospital for small animals with associated indoor kennels where there are no animals allowed outside of a building at any time, where the entire business is conducted wholly within an enclosed sound proofed, heated and air conditioned building such that no noise or odors are perceptible beyond the property line.
- (68) Video recording sales and rental.
- (69) Water conditioning sales.

(c) *Permitted accessory uses.* The following uses shall be permitted accessory uses in the B-4 business district:

- (1) Accessory uses generally associated with the uses permitted in subsections (a)

and (b) of this section.

(2) Off-street parking and loading as regulated by article VI of this chapter.

(3) Signs as regulated by article VI of this chapter.

(4) Solar energy collectors and systems.

(5) Storage garages where the lot is occupied by an institutional building.

(d) *Conditional uses.* All conditional use permits for the B-4 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 permitted in a B-4 district by conditional use permits:

(1) Automobile car washes.

(2) Automobile service stations for sale of gasoline, oil and accessories.

(3) Brewpubs.

(4) Cabinet sales.

(5) Day care facility serving any number of individuals.

(6) Drive-in restaurants and other establishments that provide goods and service to patrons in automobiles.

(7) Drive-in retail stores.

(8) Garden and lawn supply stores.

(9) Lodge rooms or clubhouses for fraternal organizations.

(10) Medical, dental and optical lab.

(11) Multiple-family dwelling, apartments, townhouses.

(12) Municipal or other government administration building, police or fire stations and museums.

(13) Municipal or other governmental service buildings.

(14) Parks and recreational areas.

- (15) Plumbing, television or radio repair shops when operated as accessory uses to retail shops.
 - (16) Public libraries.
 - (17) Public, parochial or other private elementary, middle, junior high or senior high schools offering a curriculum equivalent to the public school system, and not operated for profit.
 - (18) Public utility structures.
 - (19) Repair and rental shops of domestic type equipment and items.
 - (20) Sports arenas.
 - (21) Trade schools.
 - (22) Utility stations and structures.
- (e) *Height and yard regulations.* Height and yard regulations in the B-4 district are as follows:
- (1) *Height regulations.* No building shall hereafter be erected or structurally altered to exceed 45 feet in height.
 - (2) *Front yard regulations.*
 - a. There shall be a front yard having a depth of 50 feet on a thoroughfare as shown on the adopted city thoroughfares plan, except that an 80-foot setback shall be required when the council determines that a service road is necessary.
 - b. There shall be a front yard on each street side of a corner lot. No accessory buildings shall project beyond the front yard line on either street.
 - (3) *Side yard regulations.*
 - a. There shall be a side yard on each side of a lot, having a width of not less than 30 feet.
 - b. No building shall be located within 20 feet of any side lot line abutting a lot in any of the classes of residence districts.
 - (4) *Rear yard regulations.*
 - a. There shall be a rear yard having a depth of not less than 25 percent of the lot depth or a maximum required rear yard of 25 feet.
 - b. No building shall be located within 20 feet of any rear lot line abutting a lot in any of the classes of residence districts.
- (f) *Lot coverage regulations.* Not more than 30 percent of the lot may be occupied by buildings in the B-4 district.
- (g) *General regulations.* Additional regulations in the B-4 shopping center business district are set forth in article VI of this chapter.

(Code 1976, § 11.15; Ord. No. 463, § 1, 7-2-2001; Ord. No. 590 2nd series, § 1, 2-19-2008; Ord. No. 613 2nd series, § 1, 8-25-2009; Ord. No. 655 2nd series, § 1, 5-22-2012)

Cross reference(s)—Businesses, ch. 22.

SECTION 22: **EFFECTIVE DATE** This Ordinance shall be in full force and effect following its passage and publication in accordance with state law.

SECTION 23: **INTERIM ORDINANCE TERMINATION** Upon the Effective Date of this Ordinance, Ordinance 23-015 Interim Cannabis Prohibition shall automatically terminate.

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL

_____.

Presiding Officer

Attest

Robert Byrnes, Mayor, City of
Marshall

Steven Anderson, City Clerk, City of
Marshall

SUMMARY ORDINANCE NUMBER 24-012

AN ORDINANCE ESTABLISHING REGISTRATION REQUIREMENTS FOR THE SALE OF INTOXICATING CANNABINOID PRODUCTS AND AMENDING THE CITY'S ZONING CODE TO ESTABLISH DISTANCE REQUIREMENTS FROM CERTAIN BUSINESSES AND PROHIBIT CERTAIN HOME OCCUPATIONS

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

Section 1: City Code of Ordinances, Chapter 22, Article VIII Licensing and Registration Requirement for the Sale of Intoxicating Cannabinoid Products is hereby added and Chapter 86 Sections 86-50, 86-102, 86-103, 86-104, and 86-105 are amended in summary as follows:

Businesses that sell Intoxicating Hemp Products that are intended to be eaten or consumed as a beverage that meet the requirements to be sold under Minnesota Statutes §151.72 must register with the City of Marshall. Businesses that sell Intoxicating Hemp Products cannot be located within 500 feet of a school and home businesses are prohibited from selling Intoxicating Hemp Products.

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. 24-012.

It is hereby directed that only the above Title and Summary of Ordinance No. 24-012 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 online at ci.marshall.mn.us or at the office of the City Clerk, City Offices, 344 West Main Street, Marshall, Minnesota 56258.

Section 3: This Ordinance shall take effect after its passage and summary publication.

Passed and adopted by the Common Council this 25th day of June 2024.

THE COMMON COUNCIL
Robert Byrnes
Mayor of the City of Marshall, MN

ATTEST:
Steven Anderson
City Clerk

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, June 11, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Appointments to Various Boards, Commission, Bureaus, and Authorities.
Background Information:	<p>Under Chapter 2, Article VI, Section 143 the City Charter states: "Appointments to all boards, commissions, bureaus and authorities shall be by the mayor and shall be confirmed by the council with the exception of the housing and redevelopment authority."</p> <p>Interviews were held prior to the regular city council meeting.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	To approve and appoint to the various Boards, Commissions, Bureaus, and Authorities.

**PUBLIC HOUSING COMMISSION
OF THE CITY OF MARSHALL
PARKVIEW APARTMENTS**

Minutes of the Meeting of
February 12, 2024

Meeting called to Order: 3:32 P.M. by Chair Rickgarn.

Members Present: Farrell, Rickgarn, Knutson, Katz.

Schroeder, Juarez, Reilly.

MOTION by Reilly, seconded by Rickgarn, to approve the minutes of the January 8th, 2023 meeting. All voted in favor, Motion passed.

REPORTS: Three Month Report, Operating Statement for FYE 24 was reviewed by the Board. Motion by Rickgarn, second by Knutson to approve the one-month report. All voted in Favor, Motion passed to approve the report.

Account Receivable/Payable: A One-month report was reviewed; several items were pointed out and discussed to the Board by the Director, including checks from # 021694 to # 021725 in the amount of \$ 186,955.09. Motion by Rickgarn, second by Katz, to approve the report. All voted in favor.

Occupancy Report: Currently working with several applicants for Parkview, and Family Units. Detailed Maintenance report included.

CFP - 2022 Installation this spring

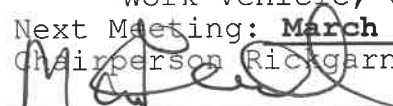
CFP- 2023, Installation this spring.

New Business:

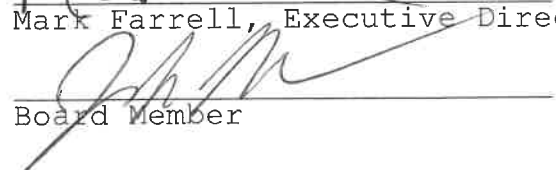
- A. Washer /Dryer Update-payment. \$ 610.00 payment.
- B. Due to shrub trimming at Winchester, may have to do a strip of lawn seeding.
- C. Taking several screens to Southwest Glass to have them repair a few and compare to ordering new screens.
- D. Report on past resident/board member taking us to small claims court.
- E. Motion by Knutson, second by Reilly to table Land Care Bids until the Board can compare 2023 season to 2024 Bid. All voted in favor. Motion passed.
- F. An e-mail was sent to all Board members with costs for the two seasons of Lawn Care. The total service cost was the same. Motion by Rilley, second by Rickgarn to award Teig's lawn care service the contract for the 24 Lawn Season. All voted if Favor. Motion passed.
- G. A CFP open public meeting will be at held right before the regular Board meeting on March 11th.
- H. New CFP Five Year plan will include upgrade on Generator, Work Vehicle, Unit Showers.

Next Meeting: March 11th, 2024 3:30 p.m.

Chairperson Rickgarn Declared the meeting adjourned at 4:32 p.m.



Mark Farrell, Executive Director

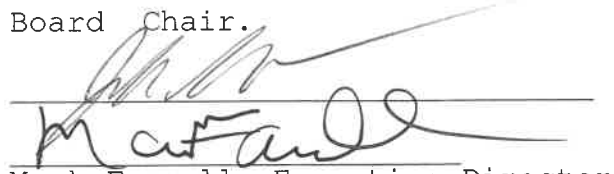


Board Member

Public Housing Commission
Of the City of Marshall
PARKVIEW APARTMENTS
Minutes of the Meeting of
April 8th, 2024

Due to the Executive Director being on Vacation and trying to find a optional date to meet, the April regular Board meeting was canceled until the May Meeting to be held May 13th, 2024.

Board Chair.



Mark Farrell, Executive Director

**PUBLIC HOUSING COMMISSION
OF THE CITY OF MARSHALL
PARKVIEW APARTMENTS**

Minutes of the Meeting of
March 11, 2024

Meeting called to Order: 3:41 P.M. by Chair Rickgarn.

Members Present: Farrell, Rickgarn, Knutson, Katz.

Schroeder, Juarez, Absent Reilly, Checked In..

MOTION by Knutson, seconded by Rickgarn, to approve the minutes of the February 12th, 2023 meeting. All voted in favor, Motion passed.

REPORTS: Four Month Report, Operating Statement for FYE 24 was reviewed by the Board. Motion by Rickgarn, second by Juarez to approve the one-month report. All voted in Favor, Motion passed to approve the report.

Account Receivable/Payable: A One-month report was reviewed; several items were pointed out and discussed to the Board by the Director, including checks from # 021814 to # 021838 in the amount of \$ 46,521.21. Motion by Knutson, second by Rickgarn, to approve the report. All voted in favor.

Occupancy Report: Currently working with several applicants for Parkview, and Family Units. Detailed Maintenance report included.

CFP - 2022 Installation this spring


CFP- 2023, Installation this spring.

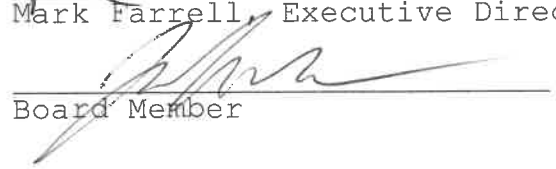
New Business:

- A. Washer /Dryer Update-payment. \$ 640.00 payment.
- B. Settle Court Case, no court, \$ 200.00 payment.
- C. Information on Rental Ordinance 24-003. Amanda reported PHC not involve.
- D. Southwest glass working on screens for one project , will look over cost.
- E. Fire Department at Parkview on Training with Elevators.
- F. Motion by Knutson, second by Rickgarn, Approve Resolution # 24-04, CFP 24 Budget, All voted in Favor, Motion Passed.
- G. Motion by Rickgarn, second by Knutson, to Approve Resolution # 24-05, Civil Rights Certification. All voted in Favor, Motion Passed.
- H. Motion by Knutson, second by Rickgarn, Approve Resolution # 24-06, Certification of Compliance, All voted in Favor, Motion Passed.
- I. The Board decided on Minnwest as the New Bank for Checking Accountant.
- J.

Next Meeting: May 13, 2024 3:30 p.m.

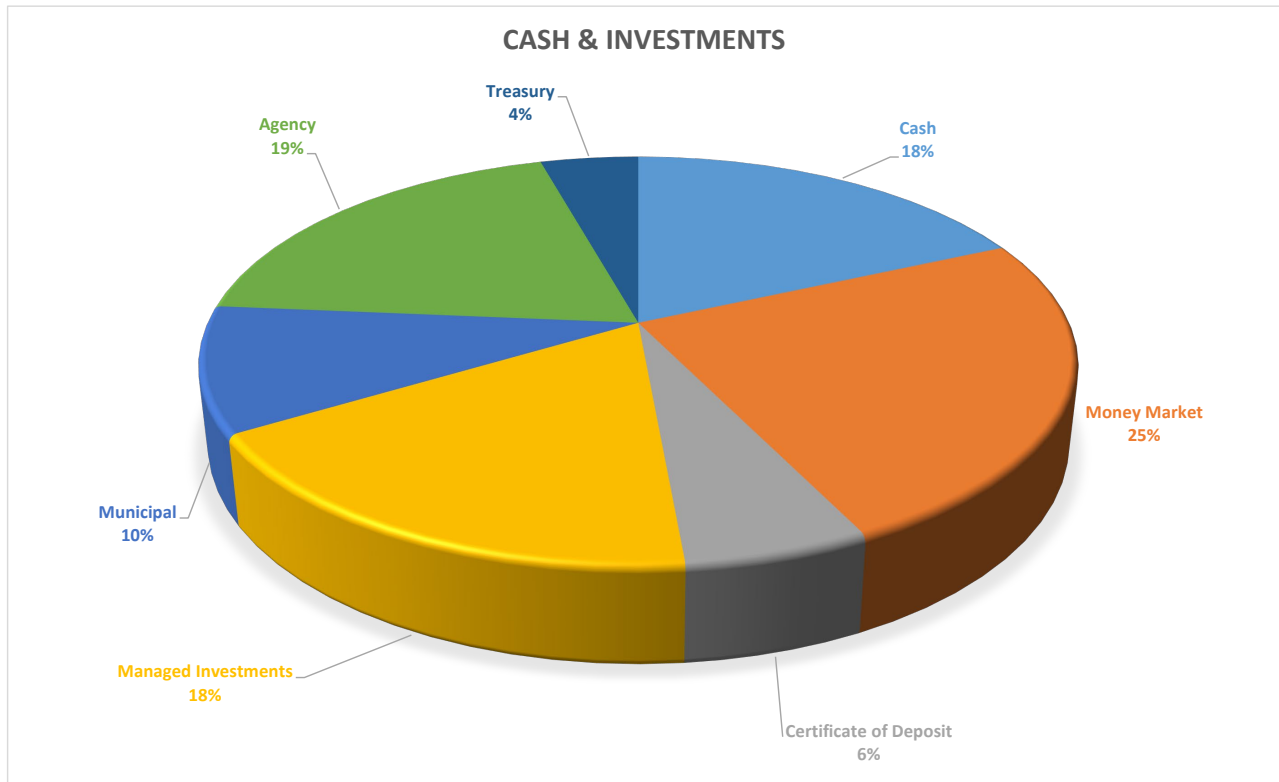
Chairperson Rickgarn Declared the meeting adjourned at 4:32 p.m.


Mark Farrell, Executive Director


Board Member

City of Marshall, Minnesota
Cash & Investments
5/31/2024

	Par Value	YTM Rate
CASH & INVESTMENTS:		
Checking -Bremer	8,457,013.49	0.00%
Money Market - US Bank	6,253,019.16	5.22%
Money Market - Wells Fargo	146,295.06	5.23%
Money Market - 4M	4,932,384.27	5.24%
Agency - 4M	3,355,000.00	4.33%
Certificate of Deposit - Wells Fargo	1,470,000.00	4.36% Average
Investment Portfolio - General Fund	2,715,972.94	
Investment Portfolio - WW/SW Capital Reserve	3,614,764.14	
Investment Portfolio - Endowment Fund	1,919,179.03	
Municipal - US Bank	4,615,000.00	3.99% Average
Certificate of Deposit - US Bank	1,225,000.00	2.22% Average
Agency - US Bank	5,585,000.00	5.15% Average
Treasury - US Bank	2,000,000.00	
TOTAL CASH & INVESTMENTS	46,288,628.09	3.97% Average YTM



**MINUTES OF THE
MARSHALL PLANNING COMMISSION MEETING
JUNE 12, 2024**

MEMBERS PRESENT: Pieper, Deutz, Agboola, Muchlinski, Doom
MEMBERS ABSENT: Stoneberg, Lee
OTHERS PRESENT: Jason Anderson, Ilya Gutman, Amanda Schroeder
Steven Anderson (via Zoom), Pamela Whitmore (via Zoom)

Call to Order.

The meeting was called to order by Vice Chairperson Doom.

Approval of the Agenda

Anderson requested to move agenda item 5, Registration/Zoning for THC retail sales, to the top of the agenda. MUCHLINSKI MADE A MOTION, SECOND BY DEUTZ, to approve the agenda. ALL VOTED IN FAVOR OF THE MOTION. MOTION PASSED 5:0.

Approval of the Minutes.

Vice Chairperson Doom asked for the approval of the minutes of the May 08, 2024, regular meeting of the Marshall Planning Commission. PIEPER MADE A MOTION, SECOND BY DEUTZ, to approve the minutes as written. ALL VOTED IN FAVOR OF THE MOTION. MOTION PASSED 5:0.

Registration/Zoning for THC retail sales

Pamela Whitmore, City Attorney, shared the Registration is a proposed ordinance under Chapter 22 – Businesses. This would allow for the registration of any retailer selling lower-level intoxicating hemp products. Whitmore informed this would enable the city to do enforcement and compliance checks for labeling and age sale. Whitmore shared part of the Zoning amendment is for Home Occupation, which would prohibit sales of these products in home occupations. Whitmore informed the second part of the Zoning amendment is for various business districts to allow sales but put a buffer from schools for these retail sales to be at least 500 feet from a primary building. Due to the nature of the locations of different businesses, staff would be including the line from the center of the primary building instead of the property line. The reason this is happening now is the sale of lower-level product has been allowed on sites with liquor licenses. L&O wanted to make sure other retailers would have the ability to sell as well. Deutz asked when the state law would take place. Whitmore answered the law has already passed but it would be operational sometime after January 2025. They have granted an OCM the ability to preapprove people, starting with social equity applicants and limiting the number of licenses. This is higher and lower level; they would get all the paperwork turned in and then after they get their licensing the state would check with the people who they “preapproved” to see if it is in a location that is zoning appropriate. MUCHLINSKI MADE A MOTION, SECOND BY AGBOOLA, to close the public hearing. ALL VOTED IN FAVOR. AGBOOLA MADE A MOTION SECOND BY DEUTZ to approve the 500 ft proposed buffer from schools as measured from the school building and also to prohibit home occupation registration. ALL VOTED IN FAVOR. MOTION PASSED 5:0.

Conduct a Public Hearing on a Conditional Use Permit for a Triplex in a B-1 Limited Business District.

Gutman informed this is a request by the owner for a Conditional Use Permit to allow creating a third apartment in a building out of existing commercial space. This building is located in a B-1 Limited Business District. Apartment buildings are a Conditional Use in a Limited Business District. There used to be a License bureau in this building along with two apartments. The bureau has moved, and the owner wants to replace it with another apartment, bringing the total number of apartments in the building to three. This building is located in downtown district, so yards, parking, and lot coverage regulations are not applicable. This lot was rezoned to B-1 Limited Business district in 1986 to allow business use. DEUTZ MADE A MOTION, SECOND BY MUCHLINSKI, to close the public hearing. ALL VOTED IN FAVOR. PIEPER MADE A MOTION, SECOND BY DEUTZ to recommend a motion to recommend to City Council an approval of the request to grant a Conditional Use Permit for a triplex in a B-1 Limited Business District. ALL VOTED IN FAVOR. MOTION PASSED 5:0.

Consider the request for a Conditional Use Permit to install a Billboard at 1604 East College Drive

Gutman informed that the owner applied for a Conditional Use Permit for an advertising sign at 1604 East College Drive. This sign will be a traditional billboard, not a digital sign. The applicant requests two panels total, 17 feet by 20 feet each, installed at about 20-degree angle to each other to face traffic in both directions. The overall height of the sign is requested to be 30 feet. Each side is less than the maximum allowed length of 55 feet and there are no residential districts or other advertising signs within 100 feet of the proposed sign, so this request meets specific requirements for advertising signs. Tom Wicks, Summit locations leasing agent, informed the billboard will be a 17x20 vinyl billboard. Wicks shared they are not Christian based, but the owner is, so no alcohol or gambling advertising will be allowed. Deutz asked what the cost was to rent from Summit Locations. Wicks said it is on average about five hundred to seven hundred dollars a month, but it could vary. MUCHLINSKI MADE A MOTION, SECOND BY DEUTZ, to close the public hearing. ALL VOTED IN FAVOR. MUCHLINSKI MADE A MOTION SECOND BY DEUTZ to recommend to City Council an approval of the request of the Owner for a Conditional Use Permit for an advertising sign at 1604 East College Drive, subject to the conditions ALL VOTED IN FAVOR. MOTION PASSED 5:0.

Airport Zoning Ordinance and amend a Zoning map

Anderson stated that the Joint Airport Zoning Board (JAZB) last met for a public hearing on the proposed SW MN Regional Airport Zoning Ordinance on September 5, 2023. At that meeting, the JAZB recommended approval of the proposed airport zoning ordinance and authorized the submittal to MnDOT Aeronautics for review. Following this meeting, TKDA staff submitted the ordinance and supporting documents to MnDOT-Aeronautics for their review and consideration. MnDOT agreed that the JAZB made efforts to comply with MN State Statutes and that proper steps were taken, and the Director of MnDOT Aeronautics approved the airport zoning ordinance. Included with the packet is the Commissioner's Order from MnDOT. The final step and process for the JAZB was to adopt the airport zoning ordinance on 2/6/2024. MnDOT required a formal JAZB resolution, included in the packet, with signatures from the members of the JAZB. Anderson shared the zoning map and explained each of the different colored prisms and circles represent different zones. Inside prisms are Zone A and there should be no buildings inside this zone. The Green areas on the zoning map are Zone B and they're supposed to be density restricted. Inside the black area on the zoning map is Zone C and there are very limited regulations inside this zone beyond height restrictions, no glare and no waterfowl attractants. Deutz asked if there were any height restrictions in town. Anderson replied there was, but it would depend on where you were located. Anderson shared they did write exceptions for existing uses specifically for Zone A and Zone B. Anderson informed if you already have a use in Zone A and Zone B, it can continue to exist, but you cannot expand beyond the use. Moshood asked what's the tallest building that can be put withing Zone C. Anderson replied when you get away from the runway the height is not an issue. Anderson shared height restrictions become a major issue by Zone A. DEUTZ MADE A MOTION, second by AGBOOLA, to close the public hearing. All VOTED IN FAVOR MUCHLINSKI MADE A MOTION, SECOND BY DEUTZ, to recommend to the City Council adding Article 86-VII Airport Zoning to the Zoning Ordinance and revising zoning map by adding airport safety zones. ALL VOTED IN FAVOR. MOTION PASSED 5:0.

Other Business

Deutz asked if there were any plans for new welcome signs for the City of Marshall. Anderson responded it had been brought up a few years ago but nothing has been pushed or acted upon. The difficulty was with the 7 different State Highway access, it could get costly. Deutz asked if the Armory was undergoing renovation. Anderson informed they are doing a renovation and an addition, but that was a state project. Muchlinski asked if there were any developers for the old west side school lot. Anderson said he has not heard of any. Since there was no other business, PIEPER MADE A MOTION SECOND BY DEUTZ, to adjourn the meeting. ALL VOTED IN FAVOR. MOTION PASSED 5:0 Vice Chairperson Doom declared the meeting adjourned.

Respectfully submitted,
Karla Ellis, Recording Secretary



Permit List - Build/Plumb/HVAC/Sign - For Council

Applicant Name	Location	Description of Work	Valuation	Approved Date
AMERICAN WATERWORKS	206 A ST N	Foundation Repair	9581.70	06/10/2024
BABCOCK CONSTRUCTION	404 A ST N	Re-Roofing	3950.00	06/12/2024
Bethann Odegaard	122 E ST	Plumbing - Kitchen remodeling	250.00	06/17/2024
CARMEL PROPERTIES LLC	300 MAIN ST W	Re-Siding	15000.00	06/10/2024
CHAUNCEY WELVAERT CONSTRUCTION LLC	809 5TH ST N, 809 5TH ST N, 809 5TH ST N, 809 5TH ST N	Deck, Doors, Re-Siding, Windows	32900.00	06/10/2024
Eloy Cid	303 4TH ST S, 303 4TH ST S, 303 4TH ST S	Re-Roofing, Re-Siding, Windows	18750.00	06/10/2024
Greystone Construction	1307 MAIN ST E	New Building/House	3314395.00	06/18/2024
INDEPENDENT LUMBER OF MARSHALL INC	404 JEWETT ST	Windows	4000.00	06/10/2024
INDEPENDENT LUMBER OF MARSHALL INC	609 SOUTHVIEW DR W	Deck	6000.00	06/11/2024
INDEPENDENT LUMBER OF MARSHALL INC	607 ELIZABETH ST	Building Addition	52000.00	06/18/2024
Jeff Sussner	210 WHITNEY ST N	HVAC - Air Conditioning	3100.00	06/10/2024
Kevin V Goslar	702 LYON ST W	HVAC - Air Conditioning, Furnace	5800.00	06/13/2024
KMJ INVESTMENTS LLC	1420 COLLEGE DR E	Doors	1500.00	06/18/2024
Mathew Henry Coequyt	507 COLLEGE DR E	Plumbing - New bathroom	5000.00	06/17/2024
RICHARD LOUWAGIE CONSTRUCTION	503 3rd St N	Re-Roofing	10000.00	06/10/2024
Scenic Sign	814 MAIN ST W	Monumental (ground) Sign	40000.00	06/17/2024
STRAND HOME SERVICES LLC	221 LONDON RD	Doors	1600.00	06/18/2024
VANLEEUE CONSTRUCTION LLC	414 MAIN ST E	Re-Roofing	6800.00	06/17/2024
VANLEEUE CONSTRUCTION LLC	105 GEORGE ST	Re-Roofing	9900.00	06/18/2024
WAGNER/TYLER	106 JAMES AVE W	Deck	1500.00	06/17/2024



Upcoming Meetings

June

- 06/25 Board & Commission Interview, 4:45 PM, City Hall
 - 06/25 Regular Meeting, 5:30 PM, City Hall
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July

- 07/09 Regular Meeting, 5:30 PM, City Hall
- 07/23 Work Session, 4:00 PM, City Hall
- 07/23 Regular Meeting, 5:30 PM, City Hall
- 07/30 City Candidate Filing Begins

2024 Regular Council Meeting Dates

2nd and 4th Tuesday of each month *(Unless otherwise noted)*

5:30 P.M.

City Hall, 344 West Main Street

January

1. January 9, 2024
2. January 23, 2024

February

1. February 13, 2024
2. February 27, 2024

March

1. March 12, 2024
2. March 26, 2024

April

1. April 9, 2024
2. April 23, 2024

May

1. May 14, 2024
2. May 28, 2024

June

1. June 11, 2024
2. June 25, 2024

July

1. July 9, 2024
2. July 23, 2024

August

1. Monday, August 12, 2024
2. August 27, 2024

September

1. September 10, 2024
2. September 24, 2024

October

1. October 8, 2024
2. October 22, 2024

November

1. November 12, 2024
2. November 26, 2024

December

1. December 10, 2024
2. December 17, 2024

2023 Uniform Election Dates

- February 13, 2024
- March 05, 2024
- April 09, 2024
- May 14, 2024
- August 13, 2024
- November 05, 2024

204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.

Subdivision 1. School districts; counties; municipalities; special taxing districts. No special taxing district governing body, school board, county board of commissioners, city council, or town board of supervisors shall conduct a meeting between 6:00 p.m. and 8:00 p.m. on the day that an election is held within the boundaries of the special taxing district, school district, county, city, or town. As used in this subdivision, "special taxing district" has the meaning given in section 275.066.