



CITY OF MARSHALL

City Council Meeting

A g e n d a

Tuesday, March 28, 2023 at 5:30 PM
City Hall, 344 West Main Street

OPENING ITEMS

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) Consider Approval of the Minutes from the Regular Meeting and Work Session Held on March 14, 2023

CONSENT AGENDA

- [2.](#) Vacation of Utility Easements in Stonebridge Estates - Receive Petition and Call for Public Hearing
- [3.](#) Consider Requests of Shades of the Past Car Club -- June 2, 2023 Cruise and June 3, 2023 Car Show
- [4.](#) Consider Approval of Memorandums of Agreement Between the City and LELS Local 245 Approving Juneteenth as a Holiday
- [5.](#) Consider Resolution to Approve Allonge to Note – Proposed Amendment to Series 2005 SMSU Foundation Note
- [6.](#) Consider Resolution Accepting Nathan Holden as a Member of the PERA Public Employees Police and Fire Plan
- [7.](#) Consider Resolution Calling Public Hearings on Street Reconstruction Plan, Tax Abatements, and Issuance of GO Bonds
- [8.](#) Consider Approval of the Bills/Project Payments

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

- [9.](#) Consider Authorization to Advertise for Bids for Wastewater Highway 23 Lift Station Improvements Project
- [10.](#) Project ST-006 / SP# 139-591-001 / MINN Project No. STPF 4222(149): School Pedestrian Crossing Signage & Improvements Project - Consider Change Order No. 3 (Final) and Acknowledgement of Final Pay Request (No. 4)
- [11.](#) Consider Approval of Questica Budget Proposal and Delegate Authority to the City Administrator to Negotiate the Terms of the Agreement and Execute Final Negotiated Agreement
- [12.](#) Appointments to Various Boards, Commission, Bureaus, and Authorities

COUNCIL REPORTS

- [13.](#) Commission/Board Liaison Reports
14. Councilmember Individual Items

STAFF REPORTS

15. City Administrator
16. Director of Public Works/City Engineer
17. City Attorney

INFORMATION ONLY

- [18.](#) Cash & Investments
- [19.](#) Public Housing Commission Minutes
- [20.](#) Building Permits

MEETINGS

- [21.](#) Upcoming Meetings

ADJOURN

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, March 28, 2023
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider Approval of the Minutes from the Regular Meeting and Work Session Held on March 14, 2023
Background Information:	Enclosed are the minutes from the meetings held on March 14.
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 meetings held on March 14 be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL
CITY COUNCIL MEETING
M I N U T E S
Tuesday, March 14, 2023**

The regular meeting of the Common Council of the City of Marshall was held March 14, 2023, 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: Amanda Schroeder, Craig Schafer, Steve Meister, John Alcorn, See Moua-Leske and James Lozinski. 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; Jim Marshall, Director of Public Safety; Ryan Hoffman, Police Captain; Quentin Brunsvold, Fire Chief; Preston Stensrud, Park & Rec Superintendent; Ilya Gutman, Plans Examiner, and Steven Anderson, City Clerk.

The Pledge of Allegiance was recited at this time.

Consider Approval of the Minutes from the Regular and Special Meeting Held on February 28, 2023

No changes were requested.

Motion made by Councilmember Lozinski, Seconded by Councilmember Alcorn to approve the regular and special meeting minutes from February 28, 2023. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Project ST-002-2023: Bituminous Overlay on Various City Streets – Consider Resolution Accepting Bid (Awarding Contract)

Jason Anderson stated this project is an annual street mill and overlay project that also includes ADA improvements at sidewalk ramp crossings. The two bid amounts: Duinick, Inc. \$887,990.20 and Central Specialties, Inc. \$912,720.98 came in over the engineer's estimate of \$859,247.00. To remain under budget Floyd Wild Dr. and Canoga Park Dr. were removed from the proposed street list. With the removal of the two streets the project is estimated to be \$793,285.10 and staff recommended that Duinick, Inc. be awarded the bid in the amount of \$793,285.10.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to approve Resolution 23-016 awarding Project ST-002-2023 to Duinick, Inc. of Prinsburg, MN in the amount of \$793,285.10. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. Voting Nay: Councilmember Meister. The motion **Carried. 6-1.**

Project ST-008 / SAP No. 139-121-004: Channel Parkway Pavement Replacement Project - 1) Consider Resolution Accepting Bid (Awarding Contract); 2) Consider Resolution Authorizing Execution of MnDOT Grant Agreement No. 1051694

The project consists of 3" mill of existing bituminous pavement and replacement with 3" new bituminous pavement, spot replacement of curb and gutter, and ADA pedestrian ramps along Channel Parkway in Marshall, MN. Previously on 02/23/2021, the City Council adopted a "Resolution of Support for Channel Parkway LRIP Application, authorizing City staff to submit an LRIP grant application for the concrete resurfacing of Channel Parkway." On 09/07/2022, the city received authorization from MnDOT to advance the status of this project, with the project LRIP funding capped at \$1,250,000. The LRIP project funding requires the execution of a MNDOT grant agreement before the LRIP funds can be authorized.

On October 20, 2022, bids were received for replacement of the existing bituminous pavement with concrete pavement. Four bids were received with the apparent low bid in the amount of \$3,790,693.55. The engineer's estimate was approximately \$3,123,900. At the November 7, 2022, meeting, the City Council rejected all bids received and authorized City staff to proceed with redesigning the project to a bituminous mill and overlay project to be bid in 2023.

At the January 24, 2023, meeting, the City Council authorized advertisement for bids for the bituminous mill and overlay project. Two bids were received on March 7, 2023. One from Duininck, Inc. for \$1,374,151.96 and one from Central Specialties, Inc. for \$1,722,527.94. The engineer's estimate for the project was \$1,554,082.90.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to approve Resolution 23-017 awarding Project ST-008 to Duininck, Inc. of Prinsburg, MN in the amount of \$1,374,151.96. 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 Lozinski, Seconded by Councilmember Schafer to approve Resolution 23-018 authorizing execution of Local Road Improvement Program grant agreement 1051694. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project – 1) Consider Resolution Declaring the Official Intent of the City of Marshall, Minnesota to Reimburse Certain Expenditures from the Proceeds of Tax-Exempt Bonds or Other Obligations to be Issued by the City; 2) Consider Resolution Accepting Bid (Award Contract)

The project consists of reconstruction and utility replacement on West Lyon Street from East College Drive to North 5th Street and North 3rd Street from West Main Street to West Redwood Street. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on West Lyon and North 3rd Streets. Other items of work included in this project are pavement removal, aggregate base, concrete surfacing, sidewalks, curb, gutter, streetscaping, and other minor work. Also included with this project will include reconstruction of the Addison Parking Lot adjacent to West Lyon Street and East College Drive. Reconstruction of the parking lot will include pavement removal, grading, aggregate base, and concrete surfacing.

Three bids were received on March 9, 2023. The apparent low bid was received from R&G Construction Co. of Marshall, Minnesota, in the amount of \$3,845,497.31. The engineer's estimate for this project was \$3,598,863.46. Council discussed removing portions of the project such as landscaping to lower the cost of the project. Discussion then moved to assessments and that removing elements and adding back later would not qualify for assessment to the property owners. The city would be splitting the assessment 80% paid by the city and 20% paid by the property owner. Attorney Whitmore cautioned council that changing the specifications of this project could open the city to be challenged for violating competitive bid rules. This project differs from street projects as street projects are bidding on a per unit quantity and statute allows some adjustments based on unit price. Questions arose regarding change orders, and it was clarified that change orders are allowable but not significant changes to the project. Councilmembers exchanged dialog about possibly cutting future projects or reductions in other areas.

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to approve Resolution 23-019 declaring intent of the city to reimburse certain expenditures. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. Voting Nay: Councilmember Lozinski. The motion **Carried. 6-1.**

Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn to approve Resolution 23-020 awarding Project ST-009 to R&G Construction of Marshall, MN in the amount of \$3,845,497.31. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. Voting Nay: Councilmember Lozinski. The motion **Carried. 6-1.**

Project SWM-002: Legion Field Stormwater Improvements Project-Phase II – 1) Consider Resolution Declaring the Official Intent of the City of Marshall, Minnesota to Reimburse Certain Expenditures from the Proceeds of TaxExempt Bonds or Other Obligations to be Issued by the City; 2) Consider Resolution Accepting Bid (Award Contract)

The proposed Phase II improvements include a new pipe crossing of the railroad tracks and a ponding improvement north of the tracks and south of the Parkway Addition to manage the stormwater runoff from the developed land south of the BNSF railroad tracks. The developed industrial area south of the railroad tracks has been nearly completely covered by impervious surfacing for many years, and the development pre-dated current requirements for on-site stormwater management. This resulted in development that sheds stormwater quickly without managing the volume of stormwater runoff that is generated.

Five bids were received on March 8, 2023. The apparent low bid was received from Towne & Country Excavating LLC of Garvin, Minnesota in the amount of \$703,749.60. The engineer's estimate for this project was \$861,419.50.

Motion made by Councilmember Moua-Leske, Seconded by Councilmember Schroeder to approve Resolution 23-021 declaring intent of the city to reimburse certain expenditures. 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 Schafer, Seconded by Councilmember Schroeder to approve Resolution 23-022 to award Project SWM-002 to Towne & Country Excavating LLC of Garvin, MN in the amount of \$703,749.60. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Approval of the Consent Agenda

No items were requested to be removed for further discussion.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to approve the consent agenda as presented. 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 Alcoholic Beverages at City-Owned Facilities and Parks
- Consider Approval for a Temporary On-Sale Liquor License for the Lyon County Ag-Society
- Consider Approval for a New Tobacco License for DG Retail, LLC
- Frontline Warning Systems (Outdoor Warning Sirens) Contract with the City of Marshall
- Consider Approval of Amendments to the Personnel Policies
- Consider Resolution and Authorization for Submission of MN/DNR Outdoor Recreation Grant
- Consider Approval for Out of State Travel Request
- Consider Approval of the Bills/Project Payments

Request for Conditional Use Permit at 522 Jaguar Court

Attorney Whitmore informed council of the legal basis of a conditional use permit (CUP). A CUP is related to land use and thus is subject to the 60 day rule. January 29th was the original submission date so a decision would need to be made before the end of March or an extension of an additional 60 days must be granted. For a CUP the granting must be done on a reasonable basis/finding and cannot be denied because of arbitrary or capricious reasons. Courts have given parameters to base permission and denial such as what the comprehensive plan of the city states and ordinance restrictions (Ord. 86-II-2 sec. 49). The Supreme Court has stated that neighborhood input and opposition can be taken into consideration but that neighborhood input cannot be the only factor for denial.

Ilya Gutman presented the CUP for a single ownership duplex in a R-1 One Family Residence District. Ordinance 86-49 outlines the standards that must be looked at when approving a CUP.

- Whether the proposed use is compatible with the existing neighborhood environment and use.
- The adequacy of the access to roads and rights-of-way.
- The additional traffic generated by facility.
- The landscaping, fencing and/or screening provisions.
- The outside storage provisions.
- The accessory buildings provisions.
- The facility size.
- The area of site.
- The off-street parking facilities.
- The density of the population and structures.
- The duration of proposed interim use.
- The natural features of the area.
- The availability of existing utility and public service facility.
- The future maintenance provisions.
- 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, including planned development.

Based on the criteria of the ordinance staff recommended to the Planning Commission that the CUP be approved. The Planning Commission based on the public hearing that was conducted recommended to deny the CUP due to the proposed structure not being compatible with the existing neighborhood environment and use. At the public hearing the plans and building information were not yet available. The site plan that was included in the council packet does not meet ordinance requirements for rear yard numbers because of placement. The placement location can be adjusted to meet ordinance requirements. Councilmember Lozinski brought up the option of splitting the lot and creating twin homes to meet requirements. Gutman clarified that twin homes would not meet the side yard requirements and would need a variance permit. Councilmember Schroeder talked about the public hearing and that a majority of the concerns were from neighbors that built their homes with the intent the area would remain single-family homes. Schroeder mentioned that the plans were not available and no one knew what the building would look like. The Planning Commission without the right information available didn't know if the building was suitable for the area and thus recommended rejecting the CUP based on compatibility.

Councilmember Meister asked for clarification from Attorney Whitmore that based on the information presented as long as there was a modification to the site plan all of the criteria would be met and the only reason for denial is neighborhood disagreement. Whitmore confirmed that the sole reason for denial cannot be neighborhood opposition. Meister brought up the possibility to bring the CUP back to the Planning Commission now that all information is available and have Attorney Whitmore attend for questions/clarifications. Council discussed this site being R-1 in the compressive plan and neighborhood opposition as two reasons for possible denial. Whitmore pointed out that under Ordinance 86-97 for a R-1 district this type of structure was authorized as a permitted use under a CUP. Courts have found that if it is allowable in ordinance the district type isn't a factor and will instead look at other factors such as setbacks or traffic issues.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to approve the CUP based on the following: standards set forth under Ordinance 86-49; that the outside appearance is uniform and masks evidence of two dwellings in the building by having units face different streets; having a two-car garage for each unit; having finishes compatible to single-family houses in the neighborhood; and that a new site plan be submitted and followed that conforms with city ordinance . Voting Yea: Councilmember Schafer, Councilmember Meister, Councilmember Moua-Leske, Councilmember Lozinski. Voting Nay: Mayor Byrnes, Councilmember Schroeder, Councilmember Alcorn. The motion **Carried. 4-3.**

Body Worn Camera & Squad Car Cameras

In October of 2019, the City of Marshall implemented the Body-Worn Camera Program for the Marshall Police Department. Many aspects of a BWC program were discussed at that time which included the costs involved, software, data storage costs, release of data and future expenses. The recommendation at that time was to proceed with the proposal from the Watchguard company to supply all the required equipment.

In October of 2022, the Motorola Company informed Marshall PD they had purchased the Watchguard Company and would be transitioning all current Watchguard users into Motorola equipment or their leasing program. Marshall PD was informed that current warranty work for our Watchguard cameras would be honored but that our cameras would be discontinued, and service would not be provided for equipment outside of warranty coverage. Nearly all our current equipment will be off warranty by the summer of 2023.

Police department staff began exploring options and seeking proposals from Motorola and the other leading body camera company AXON. Several meeting with the Lyon County Sheriff's Office (Watchguard customer) and County IT staff occurred to see what would serve our current and future needs. County IT staff believe that the transition to a cloud-based system is the desired way to store and share data. AXON and Motorola submitted proposals that would replace all our current body cameras (22) and squad car cameras (8). The Equipment Review Committee reviewed the submitted proposals and voted to move forward with the proposal from AXON. AXON's proposal was the lowest proposal, and it meets the needs of the Marshall Police Department. AXON is currently estimated to have 70% of the body camera market for police departments in the United States. In 2022, the State of Minnesota entered into an agreement with AXON to provide camera equipment for all state law enforcement agencies.

Councilmember Schafer confirmed that the Equipment Review Committee voted in favor of AXON and bringing the proposal to city council. Schafer also mentioned his son who is serving in a police department in Texas their PD is going through a similar situation with Motorola and is opting to go with AXON for their new cameras.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to approve the proposal submitted by AXON to purchase body-worn and squad car camera equipment with cloud-based storage. 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

Mayor Byrnes recommended to appoint the following:

Bryce Gorder to the Convention & Visitors Bureau with a term expiring 12/31/25.

Andrew Kindschi to the Police Advisory Board with a term expiring 5/31/26.

Tanisha Juarez to the Public Housing Commission with a term expiring 5/31/26.

Motion made by Councilmember Schroeder, Seconded by Councilmember Meister to appoint and affirm the recommendations to various boards, commissions, bureaus and authorities. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. Voting Abstaining: Councilmember Lozinski. The motion **Carried. 6-0-1.**

Commission/Board Liaison Reports

- Brynes No report.
- Schafer Airport Commission: Will be meeting on March 16.
- Meister EDA: Will be meeting March 15.
- Schroeder Planning Commission: Mostly talked about the CUP that was just discussed.
Public Housing: Improvements to Parkview such as replacing sliding doors and a housing assessment was conducted by HUD with a couple items that were found to be deficient and will be corrected.
- Alcorn No report.
- Moua-Leske Diversity, Equity, and Inclusion Commission: Reviewed and discussed World Café results and have formed a subcommittee to figure out a way to best distribute the information.
Library Board: Talked about the outreach program and strategic plan.
Convention & Visitors Bureau: Met in The Upper Room and got to see the new venue.
- Lozinski No report.

Councilmember Individual Items

Councilmember Schafer wanted to remind citizens to clear out around fire hydrants and to clear intakes if you know where they are located.

Councilmember Meister urged citizens to continue to keep sidewalks clear, it's been a tough winter.

Councilmember Moua-Leske had a concern brought forward about the possible noise from the aquatic center project violating the cities noise ordinance.

Mayor Brynes brought up a proposal to form a Rental Code Ordinance Committee to gather input from renters and landowners. Two council members, advocates from United Community Action and SMSU, Fire Chief, Director of Public Safety, a city building official and city attorney would be members of the committee.

City Administrator

Related to the rental ordinance the city attorney is looking at an alternative enforcement policy rather than using the court system. The library director will be coming back with new numbers in the near future to possibly fund the daycare program. The mayor and administrator testified at the Senate Tax Committee as part of the process to get the aquatic center project moving. Stockwell Engineers are gearing up to move into next phases for the aquatic center and gather additional public input.

Director of Public Works/City Engineer

Make sure sump pumps are discharging outside of the home. A permit is required to discharge inside during the winter months. The Wastewater plant is continuing to get chloride numbers down and will be campaigning to encourage residents to use the rebate program.

City Attorney

A draft base ordinance has already been created for the rental code committee and rental ordinances are very common in the state.

Administrative Brief

There were no questions on the Administrative Brief.

Information Only

There were no questions on the Information Only items.

Upcoming Meetings

There were no questions on the Upcoming Meetings.

Adjournment

At 6: 38 PM Motion made by Councilmember Schafer, Seconded by Councilmember Meister to adjourn the meeting.
Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder,
Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Mayor

Attest:

City Clerk

**CITY OF MARSHALL
WORK SESSION
M I N U T E S
Tuesday, March 14, 2023**

The special meeting of the Common Council of the City of Marshall was held March 14, 2023, at City Hall, 344 West Main Street. The meeting was called to order at 3:00 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Amanda Schroeder, John Alcorn, See Moua-Leske, Steve Meister and Craig Schafer. Absent: James Lozinski. Staff present included: Sharon Hanson, City Administrator; E.J. Moberg, Director of Administrative Services; Jason Anderson, Director of Public Works/City Engineer; Preston Stensrud, Park & Rec Superintendent; and City Clerk Steven Anderson.

Bonding

Moberg wanted to be sure council was aware of the impact that bonding will have on the 2024 levy if all of the upcoming projects are approved. A number of the projects that will impact 2024 are on the regular meeting agenda for March 14. Moberg began his presentation with the planned timeline for bonding. Administrator Hanson asked if a specific majority for approval was needed on some of the bonding projects. Moberg clarified that a super majority was not required to pass bonding acceptance. The presentation moved to interest rates and special assessments. Typically for bonded projects property owners are assessed the bond rate plus 2%. Meister questioned the additional 2% to assessments. If all projects are approved and come in at engineer's estimate in bonding alone there will be a 6.90% increase in the levy for 2024. Moberg ran through several scenarios to reduce the levy impact from bonding. Items included moving the acquisition of the Helena Chemical building and using liquor store money to fund some of the parks projects.

Discussion was brought up by council to stop some projects such as seal coating streets. Moberg during his closing mentioned a budgeting software that is being considered by finance to better streamline budget implementation and forecasting.

Adjourn

At 3:57 PM Mayor Byrnes adjourned the special meeting.

Mayor

Attest:

City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**



Presenter:	Jason Anderson
Meeting Date:	Tuesday, March 28, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Vacation of Utility Easements in Stonebridge Estates - Receive Petition and Call for Public Hearing.
Background Information:	<p>A signed petition for vacation of utility easements has been received from the owners of all the real property that includes the proposed area for utility easement.</p> <p>A map of the petitioned vacation area is attached.</p> <p>The purpose of the vacation is for the construction of a dwelling and reconfiguration of Lots 9, 10, 11, and 12, Block Eight, Stonebridge Estates</p> <p>A copy of the procedure for vacation of streets by resolution, included in Sec. 62-4 of the Marshall Code of Ordinances, is also attached.</p> <p>The vacation request has been provided to all local utility companies for their review and to ensure no utilities are currently within the proposed vacated area.</p>
Fiscal Impact:	Property owner to reimburse the City for all costs associated with the vacation.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council acknowledge receipt of the attached petition to vacate utility easement, order the petition to be filed for record with the City Administrator, order hearing on such petition, and set the hearing date for April 11, 2023.

PETITION FOR VACATION OF UTILITY EASEMENT

Marshall, Minnesota
March 2023

To the City Council of Marshall, Minnesota:

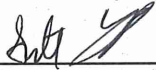
We, the undersigned, owners of all the real property abutting the utility easement as legally described on the attached Exhibit A and as shown on the attached map as Exhibit B, hereby petition that such utility easement be vacated.

	PARCEL # / ADDRESS / LEGAL DESCRIPTION	OWNER(S)	OWNER(S) SIGNATURE(S)
1.	27-826-069-0 1106 Cobblestone Circle Lot 9, Block Eight, Stonebridge Estates	R&G Construction Co.	
2.	27-826-070-0 1104 Cobblestone Circle Lot 10, Block Eight, Stonebridge Estates	R&G Construction Co.	

Purpose of Vacation: vacation of the utility easements running southeasterly along the shared lot line of Lot 9 and Lot 10, Block Eight, Stonebridge Estates for construction of a dwelling and reconfiguration of Lots 10, 11, and 12, Block Eight, Stonebridge Estates

Application Fee and Deposit: \$400.00 -- I hereby submit this Petition for Vacation. I agree to pay the application fee and deposit upon filing. In addition, I understand that these fees are due and payable regardless of approval or denial by the City Council.

I hereby acknowledge the relocation of any utilities (i.e. hydrants, light poles, or communication lines) will be the property owner's expense.

 _____ Scott Mathiowetz _____ 3/17/2023 _____
Signature Printed Name Date

Examined, checked, and found to be in proper form and to be signed by the required number of owners of property affected by the making of the improvement petitioned for.

City Clerk

Paid 3-21-2023
Rec # 10046
Ck # 091491

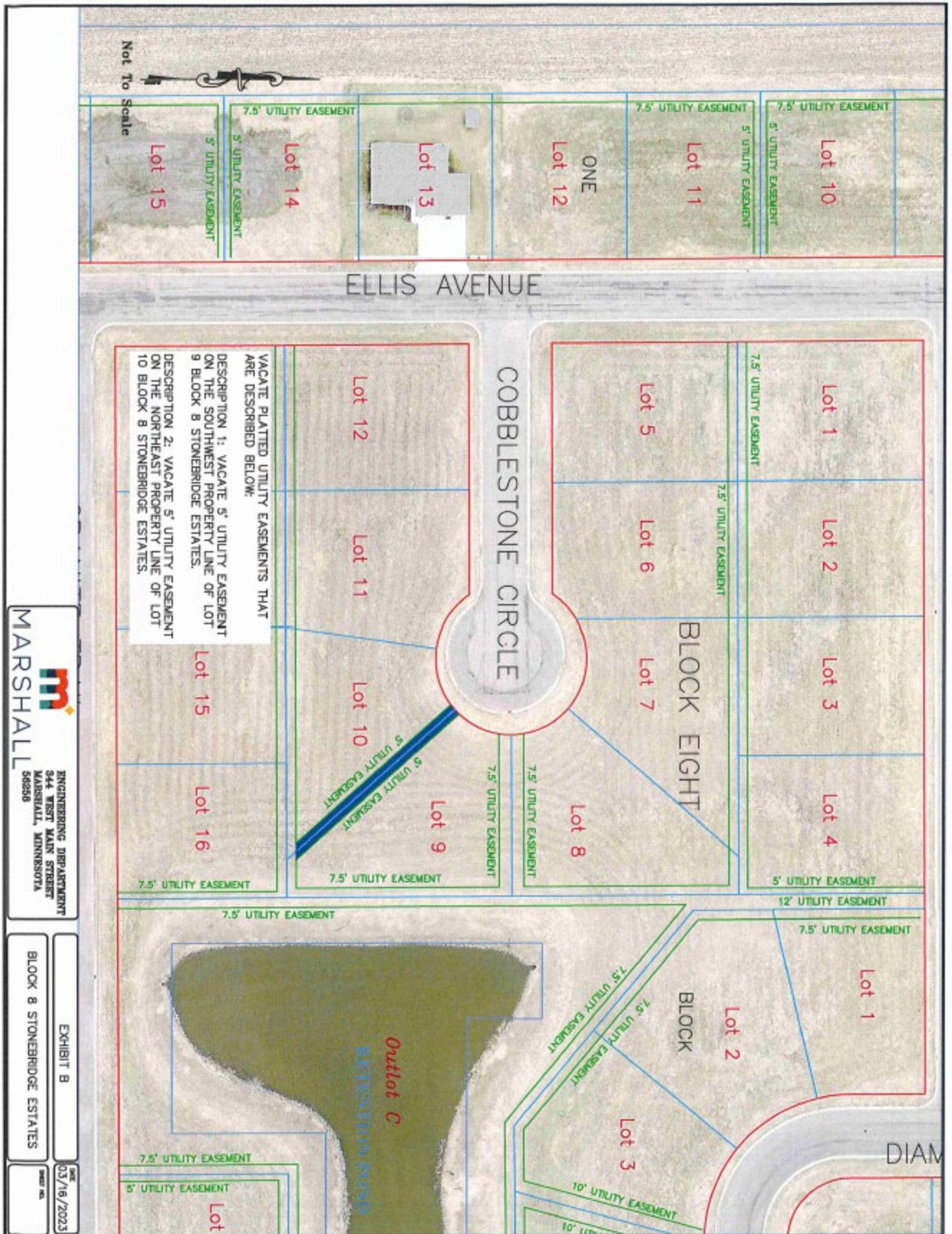
EXHIBIT A

The 5-foot-wide utility easement running southeasterly along the southwesterly property line of Lot 9, Block 8, Stonebridge Estates, as filed and recorded in the Office of the County Recorder in and for Lyon County, Minnesota.

AND

The 5-foot-wide utility easement running southeasterly along the northeasterly property line of Lot 10, Block 8, Stonebridge Estates, as filed and recorded in the Office of the County Recorder in and for Lyon County, Minnesota.

EXHIBIT B



MARSHALL

ENGINEERING DEPARTMENT
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56238

EXHIBIT B

BLOCK 8 STONERIDGE ESTATES

DATE: 03/16/2023

SCALE: AS SHOWN

Section 62-4 Vacation Of Streets, Alleys, Thoroughfares, Public Grounds, Easements, Or Any Other Interest In Real Estate, Or Any Part

- (a) No public grounds or streets or other interest in real estate shall be vacated except upon the council's own motion or upon the petition directed to the council of a majority of the owners of property on the line of such property interest residing within the city, and completion of the procedure specified in this section. Such petition shall set forth the reasons for such desired vacation, accompanied by a plat of such property interest proposed to be vacated, and such petition shall be verified by the oath of a majority of the petitioners residing within the city.
- (b) If, in the discretion of the council, it is expedient that the matter be proceeded with, it may order the petition filed for record with the city administrator, order a hearing on such petition and fix the time and place of such hearing.
- (c) The city administrator shall give notice of such hearing by publication once at least ten days in advance of such hearing, and by mail to the last known address of all of the owners of property on the line of such property interest proposed to be vacated at least ten days in advance of such hearing. Such last known addresses shall be obtained from the office of the county auditor. Such notice shall in brief state the object of such hearing; the time, place and purpose of such hearing; and the fact that the council, or a board or commission designated by them shall hear the testimony and examine the evidence of the parties interested.
- (d) The council, after hearing the same, or upon the report of such board or commission designated to hold such hearings, may by resolution, passed by affirmative vote of at least five members, declare such property interest vacated, or deny such petition. The resolution, if granting the petition, shall be certified by the city administrator and shall be filed for record and duly recorded in the office of the registrar of deeds (county recorder) in and for the county.

(Code 1976, § 7.07)

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, March 28, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Requests of Shades of the Past Car Club -- June 2, 2023 Cruise and June 3, 2023 Car Show.
Background Information:	<p>The City has received the attached requests from the Shades of the Past Car Club for street closure of Susan Drive and Baseline Road as shown on the attached applications for the following dates and times:</p> <p style="padding-left: 40px;">06/02/2023 (Fri) – 6pm-7pm – Cruise Line-Up 06/03/2023 (Sat) – 8am-4pm – Car Show</p> <p>Prior to 2021, Shades of the Past had requested and received a City permit for use of Baseline Road between Susan Drive and Nwakama Street for this annual event. Again since 2021, they are requesting to use Susan Drive between Baseline Road and Clarice Avenue in addition to Baseline Road.</p>
Fiscal Impact:	None.
Alternative/ Variations:	that the Council discuss alternative street locations and sites.
Recommendations:	that the Council authorize street closure of Susan Drive and Baseline Road for the dates and times as shown on the attached applications.



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

Applicant Name: Shades of the Past Car Club
Applicant Address: PO Box 434, Marshall, MN 56258
Contact Person: Phone/Cell#: Jane DeVries 507-829-5214
Address of Request: Susan Drive and Baseline Road
Reason for Request: Car Cruise
Start Date of Request: Friday, June 2, 2023 Start Time: 6:00 P.M.
End Date of Request: Friday, June 2, 2023 Start Time: 7:00 P.M.

Brief Description of Area Requested for Private Use/Closure (attach map):

Use to line-up cars for the Cruise See attached map

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

Date Signature of Applicant

Jane DeVries
3-6-23

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____.

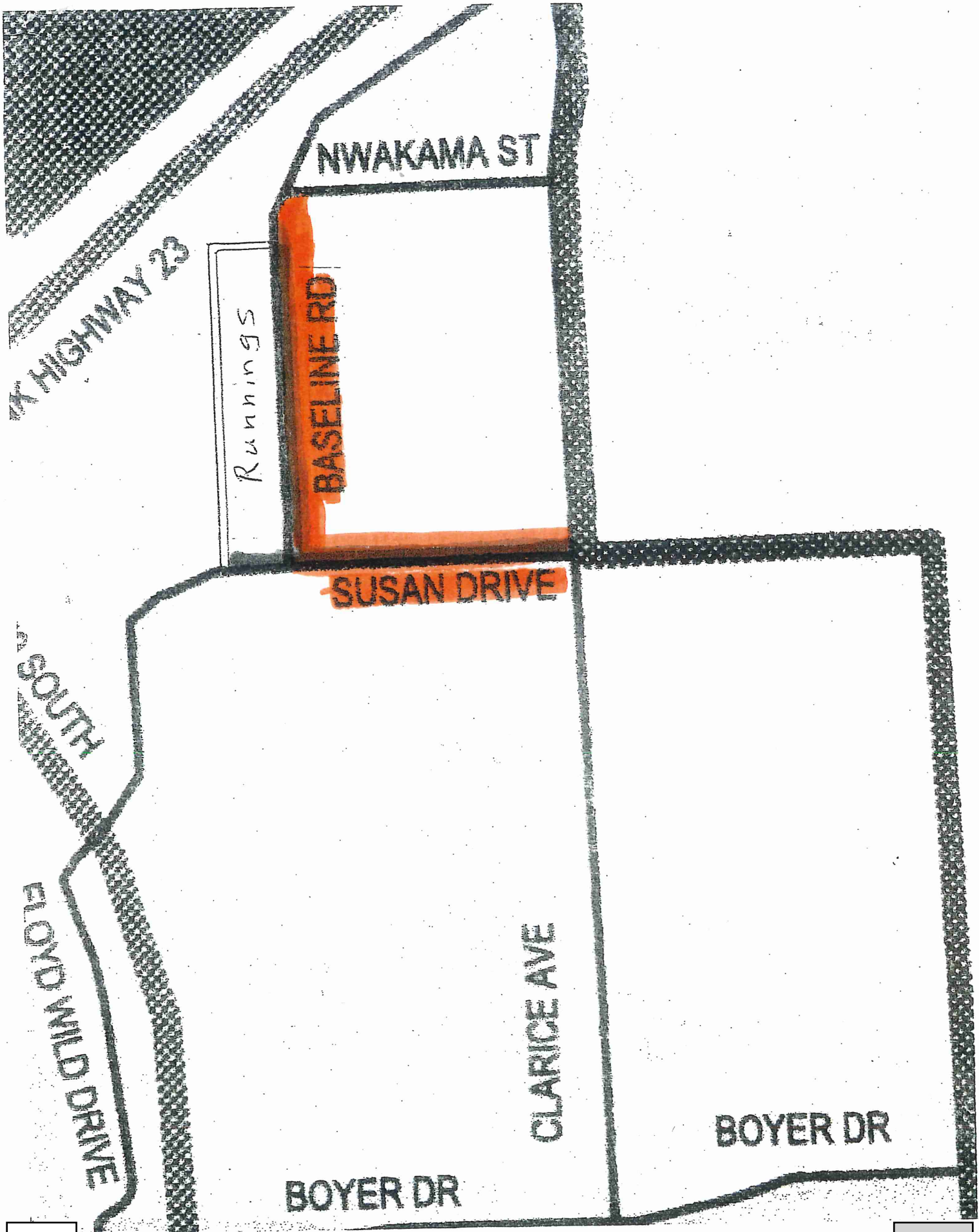
ATTEST:

Clerk Mayor of the City of Marshall, MN City

Attachments

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

AVE !





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

Applicant Name: Shades of the Past Car Club

Applicant Address: PO Box 434, Marshall, MN 56258

Contact Person: Phone/Cell#: Jane DeVries 507-829-5214

Address of Request: Susan Drive and Baseline Road

Reason for Request: Car Cruise

Start Date of Request: Saturday, June 3, 2023 Start Time: 8:00 A.M.

End Date of Request: Saturday, June 3, 2023 Start Time: 4:00 P.M.

Brief Description of Area Requested for Private Use/Closure (attach map):

Use to line-up cars for the Cruise See attached map

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

Date Signature of Applicant

Jane DeVries
3-6-23

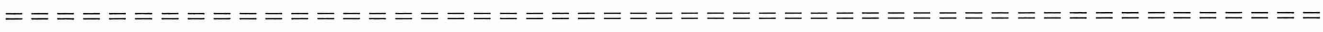
RECOMMENDATION

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____.

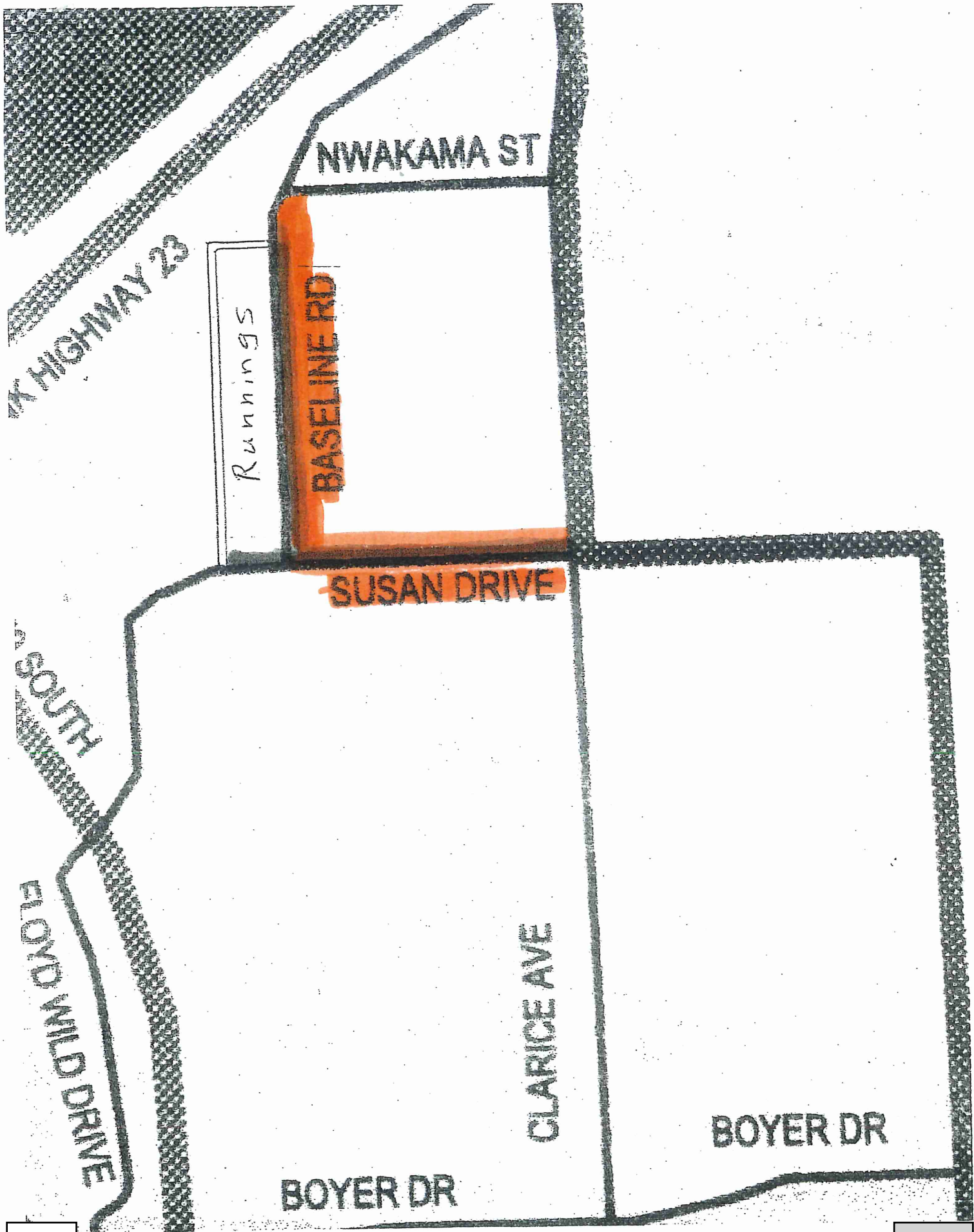
ATTEST:

Clerk Mayor of the City of Marshall, MN City

Attachments

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

△ HVE !



**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Sheila Dubs
Meeting Date:	Tuesday, February 28, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of a Memorandums of Agreement between the City and LELS Local 245 approving Juneteenth as a holiday
Background Information:	<p>On February 3, 2023, Governor Walz signed a bill establishing Juneteenth (June 19th) as a Minnesota holiday. Juneteenth commemorates the end of slavery in the United States. This law is effective on August 1, 2023, which will not interfere with the existing (2023) holiday schedule in the contract. Juneteenth would be recognized effective June 19, 2024.</p> <p>To comply with the law, Staff recommend approval of a Memorandum of Agreement with the union, approving Juneteenth as a holiday effective in 2024. https://www.revisor.mn.gov/statutes/cite/645.44</p> <p>Staff are in communication with the two other unions to obtain agreement.</p>
Fiscal Impact:	
Alternative/ Variations:	None. Failure to approve results in non-compliance with Minnesota law.
Recommendations:	That the Council approve the Memorandum of Understanding between the City and LELS Local 245 approving Juneteenth as a holiday consistent with Minnesota law

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the City of Marshall (hereafter "City") and Law Enforcement Labor Services, Inc., Local 245 (hereafter "Union").

WHEREAS, the City and the Union are parties to a collective bargaining agreement in effect January 1, 2022 until December 31, 2024; and

WHEREAS, the Governor signed Senate File 13 amending Minnesota Statute 645.44, subdivision 5 establishing June 19 ("Juneteenth") as an official state holiday effective August 1, 2023; and

WHEREAS, the City wishes to provide Juneteenth as a holiday to all City employees effective in 2024 consistent with the amendment to Minnesota Statute 645.44.

NOW THEREFORE, the parties agree as follows:

1. Effective in 2024, Juneteenth will be added to the list of Holidays found in Article 18.1.
2. This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

FOR THE CITY OF MARSHALL

FOR LELS, LOCAL NO. 245

Mayor Date

Brian Bone 03/20/2023
Business Agent Date

City Clerk Date

John Buyme 03/20/2023
Union President Date

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	E.J. Moberg
Meeting Date:	Tuesday, March 28, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Allonge to Note – proposed amendment to Series 2005 SMSU Foundation Note – LIBOR transition
Background Information:	<p>Following pages include a letter from Kennedy & Graven, bond counsel to the City, providing background on a Student Housing Revenue Note, Series 2005. The City loaned note proceeds to the Southwest Minnesota State University Foundation to finance the construction and equipping of a 140-bedroom, 40-unit student housing facility.</p> <p>Pursuant to the terms of the Note, the interest rate is adjustable on certain dates at rates determined by the Lendor using the 5-year London Interbank Offered Rate (LIBOR) Swap formula. The use of LIBOR is being phased out and will no longer be available after June 30, 2023. As a result, the Lendor has informed the City and Borrower that interest on the Note will be calculated using the 5-year Treasury Constant Maturity index and such change must be reflected in the Note.</p> <p>A Notice of Interest Rate Change and Allonge were received by the City from the Lendor’s counsel this month.</p>
Fiscal Impact:	None
Alternative/ Variations:	None
Recommendations:	Approve resolution approving an amendment to the student housing revenue note (SMSU Foundation residence hall project), series 2005, and authorizing the execution and delivery of an Allonge to the Note to accomplish the rate change.



Offices in
Minneapolis
Saint Paul
St. Cloud

Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300 telephone
(612) 337-9310 fax
kennedy-graven.com
Affirmative Action, Equal Opportunity Employer

SOFIA E. LYKKE

Attorney at Law

Direct Dial: (612) 337-9283

Email: slykke@kennedy-graven.com

Tuesday, March 7, 2023

Sharon Hanson, City Administrator
E.J. Moberg, Director Of Administrative Services
City of Marshall
344 West Main St.
Marshall, MN 56258

Re: Resolution relating to the approval of an amendment to the Student Housing Revenue Note (SMSU Foundation Residence Hall Project), Series 2005

Dear Sharon and E.J.,

On May 25, 2005, the City of Marshall (the "City") issued its Student Housing Revenue Note (SMSU Foundation Residence Hall Project), Series 2005 (the "Note"), in the original aggregate principal amount of \$5,600,000. The City loaned the proceeds of the Note to Southwest Minnesota State University Foundation, Inc., a Minnesota nonprofit corporation (the "Borrower"), pursuant to a Loan Agreement, dated as of May 1, 2005 (the "Loan Agreement"), between the City and the Borrower, for the purposes of financing the construction and equipping of a 140-bedroom, forty-unit student housing facility located adjacent to the campus of Southwest Minnesota State University in the 1400 Block of Birch Street in the City of Marshall, Lyon County, Minnesota (the "Project"), and the payment of certain financing and issuance costs related to the Note.

The Note was purchased by Bremer Bank, National Association, a national banking association (the "Lender"). Pursuant to the terms of the Note, the interest rate on the Note is adjustable on certain dates at rates determined by the Lender using the five-year London Interbank Offered Rate ("LIBOR") Swap formula; however, the use of LIBOR is currently being phased out and will no longer be available after June 30, 2023. As a result, the Lender has informed the City and the Borrower that interest on the Note will be calculated using the 5-year Treasury Constant Maturity index, and such change (the "Amendment") must be reflected in the Note.

The Borrower would like the City to consider the enclosed resolution at an upcoming City Council meeting, which would approve the Amendment to the Note. To memorialize the Amendment, the City will be asked to execute an Allonge to the Note.

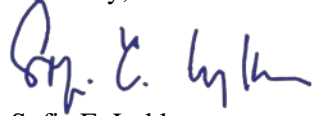
Kennedy & Graven, Chartered, as bond counsel to the City, has determined that such Amendment to the Note will not be considered a significant modification of the Note and will not result in a reissuance of the Note for tax purposes pursuant to Section 1.1001-3 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended, as the Amendment replaces an operative rate that references LIBOR with a qualified floating rate (as defined in Treasury Regulation Section 1.1275-5(b)).

The Note will continue to be secured solely by the revenues derived from the Loan Agreement and from other security provided by the Borrower. The Note will not constitute a general or moral obligation of the City and will not be secured by or payable from any property or assets of the City (other than the interests of the City in the Loan Agreement) and will not be secured by any taxing power of the City. The Note will not be subject to any debt limitation imposed on the City. The Note was designated “bank-qualified” in 2005 and will continue to be treated as “bank qualified” after the Amendment to the Note. The Amendment to the Note will not impact the City’s ability to issue “bank-qualified” bonds in calendar year 2023.

The Amendment to the Note will not be considered a new issuance of debt by the City. On the original date of issuance of the Note, the City received a one-time administrative fee for the issuance of conduit bonds in the amount of \$14,000.00 (one-quarter of one percent (0.25%) of the principal amount of the Note). While the City will not collect an additional administrative fee in connection with the Amendment, any actual costs incurred by the City, including legal fees, will be paid by the Borrower.

Please contact me with any questions on the foregoing.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sofia E. Lykke". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Sofia E. Lykke

NOTICE OF INTEREST RATE CHANGE

March 7, 2023

Southwest Minnesota State University
Foundation, Inc. (SMSU Foundation)
1501 State Street
Marshall, Minnesota 56258
Attn: Executive Director

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

Kennedy & Graven, Chartered
150 S. Fifth Street, Ste. 700
Minneapolis, MN 55402

Re: City of Marshall, Minnesota Student Housing Revenue Note (SMSU Foundation Residence Hall Project), Series 2005 dated May 25, 2005 issued to Bremer Bank, National Association (“Lender”) in the original principal amount of \$5,600,000.00 (the “Note”)

Ladies and Gentlemen:

As you are aware, the interest rate for the Note commencing on May 25, 2025 is based on the LIBOR Rate (as defined in the Note). The LIBOR Rate will no longer be available commencing July 1, 2023. The terms of the Note provide, in part, as follows:

“(b) The Interest Rate shall be adjusted by the Holder on May 25, 2010, May 25, 2015, May 25, 2020, and May 25, 2025 (each an “Adjustment Date”), to an interest rate per annum equal to the tax-exempt equivalent rate of the taxable interest rate determined as the sum of: (i) the LIBOR Rate (as hereinafter defined) on the Adjustment Date; and (ii) 275 basis points. The Interest Rate shall be effective from each Adjustment Date to and including the day prior to the subsequent Adjustment Date or, with respect to the May 25, 2025 Adjustment Date, to and including the day prior to the Maturity Date. For purposes of this Note, the term “LIBOR Rate” means, as of the determination date, the five-year LIBOR Swap, as published by Bloomberg L.P. In determining the Interest Rate on each Adjustment Date as the tax-exempt equivalent rate of the taxable interest rate equal to the sum of the LIBOR Rate and 275 basis points, the Holder shall establish such Interest Rate at a rate per annum that would permit the Note to be sold at par (whether or not the Note is actually offered for sale or

MA175-129-858871.v1

sold). Each determination of the Interest Rate by Holder shall be made in the sole discretion of the Holder and shall be final.”

The Lender hereby notifies you that effective July 1, 2023, the LIBOR Rate shall be replaced with the 5 Year Treasury Constant Maturity Rate, which is an interest rate subject to change from time to time based on changes in an independent index which is the business day rate on the U.S. Treasury securities adjusted to a constant maturity of 5 years as is published in the Federal Reserve Statistical Release and Historical Data. This is a rate that is comparable to the LIBOR Rate under the Note.

Enclosed herewith is Allonge to the Note (the “Allonge”) which evidences the new rate for the Note. We would request the City of Marshall, Minnesota, as the Issuer, and Southwest Minnesota State University Foundation, Inc., as the Borrower, execute the enclosed Allonge and return it to the undersigned at the following address:

Bremer Bank, National Association
208 East College Drive
Marshall, MN 56258
Attn: Chad Drake

Bremer Bank, National Association

By: Chad Drake
Its: Market President

/enclosure

ALLONGE TO NOTE

This Allonge to Note is dated and effective as of _____, 2023 (the "Effective Date") and is attached to and made a part of that certain Student Housing Revenue Note (SMSU Foundation Residence Hall Project), Series 2005 (the "Note"), dated May 25, 2005, issued by the City of Marshall, Minnesota, a municipal corporation and political subdivision of the State of Minnesota (the "Issuer"), in the original principal amount of \$5,600,000.00 in favor of Bremer Bank, National Association, a national banking association ("Lender"). The Note is currently outstanding in the principal amount of \$_____. Proceeds of the Note were loaned to Southwest Minnesota State University Foundation, Inc., a Minnesota nonprofit corporation (the "Borrower"), pursuant to a Loan Agreement, dated as of May 1, 2005, between the Issuer and the Borrower.

Due to the unavailability of the LIBOR Rate (as defined in the Note) after June 30, 2023, and as contemplated by the terms of the Note in the event of such unavailability, subparagraph (b) of the Note is hereby deleted and replaced in its entirety with the following:

"(b) The Interest Rate shall be adjusted by the Holder on May 25, 2010, May 25, 2015 and May 25, 2020 (each an "Adjustment Date"), to an interest rate per annum equal to the tax-exempt equivalent rate of the taxable interest rate determined as the sum of: (i) the LIBOR Rate (as hereinafter defined) on the Adjustment Date; and (ii) 275 basis points. The Interest Rate shall be effective from each Adjustment Date to and including the day prior to the subsequent Adjustment Date. The Interest Rate shall be adjusted by the Holder on May 25, 2025 (also an "Adjustment Date"), to an interest rate per annum equal to the tax-exempt equivalent rate of the taxable interest rate determined as the sum of (i) the 5 Year Treasury Constant Maturity Rate (as hereinafter defined) on the May 25, 2025 Adjustment Date; and (ii) 280 basis points. The Interest Rate to be adjusted on May 25, 2025 shall be effective from such Adjustment Date to and including the day prior to the Maturity Date.

For purposes of this Note:

(i) the term "LIBOR Rate" means, as of the determination date, the five-year LIBOR Swap, as published by Bloomberg L.P. In determining the Interest Rate on the Adjustment Dates in 2010, 2015 and 2020 as the tax-exempt equivalent rate of the taxable interest rate equal to the sum of the LIBOR Rate and 275 basis points, the Holder shall establish such Interest Rate at a rate per annum that would permit the Note to be sold at par (whether or not the Note is actually offered for sale or sold). Each determination of the Interest Rate by the Holder shall be made in the sole discretion of the Holder and shall be final.

(ii) the term "5 Year Treasury Constant Maturity Rate" means as of the determination date an interest rate subject to change from time to time based on changes in an independent index which is the business day rate on the U.S. Treasury securities adjusted to a constant maturity of 5 years as is published in the Federal Reserve Statistical Release and Historical Data (the "Index"). The Index is not necessarily the lowest rate charged by the Holder on its loans. If the Index becomes unavailable during the term of this loan, the Holder may designate a substitute index after notifying the Borrower and the Issuer. The Holder will tell the Borrower and Issuer the current Index upon their request. In determining the Interest Rate on the Adjustment Date in 2025 as the tax-exempt equivalent rate of the taxable interest rate equal to the sum of the 5 Year Treasury Constant Maturity Rate and 280 basis points, the Holder shall establish such Interest Rate at a rate per annum that would permit the Note to be sold at par (whether or not the Note is actually offered for sale or sold). Each determination of the Interest Rate by the Holder shall be made in the sole discretion of the Holder and shall be final.

(signature page to follow)

(signature page to Allonge)

IN WITNESS WHEREOF, the undersigned representatives of the Issuer, the Lender, and the Borrower have executed this Allonge to Note as of the Effective Date.

ISSUER: City of Marshall, Minnesota

By: _____
Its Mayor

By: _____
Its City Administrator

(signature page to Allonge)

Agreed to and accepted as of the Effective Date.

LENDER:

Bremer Bank, National Association

By _____
Its _____

(signature page to Allonge)

Agreed to and accepted as of the Effective Date.

BORROWER:

Southwest Minnesota State University
Foundation, Inc. (SMSU Foundation)

By _____
Its _____

By _____
Its _____

1218.745-Allonge

CITY OF MARSHALL, MINNESOTA

RESOLUTION NO 23-025

RESOLUTION APPROVING AN AMENDMENT TO THE STUDENT HOUSING REVENUE NOTE (SMSU FOUNDATION RESIDENCE HALL PROJECT), SERIES 2005, AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ALLONGE TO THE NOTE

WHEREAS, on May 25, 2005, pursuant to a resolution adopted by the City Council of the City of Marshall, Minnesota (the “City”) on April 18, 2005 (the “Note Resolution”), the City issued its Student Housing Revenue Note (SMSU Foundation Residence Hall Project), Series 2005 (the “Note”), in the original aggregate principal amount of \$5,600,000; and

WHEREAS, the City loaned the proceeds of the Note to Southwest Minnesota State University Foundation, Inc., a Minnesota nonprofit corporation (the “Borrower”), pursuant to a Loan Agreement, dated as of May 1, 2005 (the “Loan Agreement”), between the City and the Borrower, for the purposes of financing the construction and equipping of a 140-bedroom, forty-unit student housing facility located adjacent to the campus of Southwest Minnesota State University in the 1400 Block of Birch Street in the City of Marshall, Lyon County, Minnesota (the “Project”), and the payment of certain financing and issuance costs related to the Note; and

WHEREAS, Bremer Bank, National Association, a national banking association (the “Lender”), purchased the Note from the City; and

WHEREAS, pursuant to the terms of the Note, the interest rate on the Note is adjustable on certain dates at rates determined by the Lender using the five-year London Interbank Offered Rate (“LIBOR”) Swap formula; and

WHEREAS, the use of LIBOR is currently being phased out and will no longer be available after June 30, 2023; and

WHEREAS, the Lender has informed the City and the Borrower that, as of the next interest adjustment date (May 25, 2025), interest on the Note will be calculated using the 5-year Treasury Constant Maturity index, and such change (the “Amendment”) must be reflected in the Note; and

WHEREAS, Kennedy & Graven, Chartered, as bond counsel to the City, has represented that such Amendment to the Note will not be considered a significant modification of the Note and will not result in a reissuance of the Note for tax purposes pursuant to Section 1.1001-3 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended, as the rate has been replaced with a qualified floating rate (as defined in Treasury Regulation Section 1.1275-5(b)); and

WHEREAS, there has been presented before the City Council a form of Allonge to the Note, which incorporates the proposed Amendment to the Note.

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

1. The City Council hereby consents to, approves, authorizes, and directs the execution of the Allonge to the Note by the Mayor and the City Administrator, substantially in the form on file with the City on the date hereof, which is hereby approved, with such changes as shall be approved by the Mayor and the City Administrator; provided that the execution thereof by the Mayor and the City Administrator shall be conclusive evidence of such approval.

2. As provided in the Loan Agreement and the Note Resolution, the Note shall not be payable from nor charged upon any funds other than the revenues pledged to their payment, nor shall the City be subject to any liability thereon, except as otherwise provided in this paragraph. No holder of the Note shall ever have the right to compel any exercise by the City of its taxing powers to pay any of the Note or the interest or premium thereon, or to enforce payment thereof against any property of the City except the interests of the City in the Loan Agreement and the revenues and assets thereunder, which have been assigned to the Lender. The Note shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City, except the interests of the City in the Loan Agreement, and the revenues and assets thereunder, which have been assigned to the Lender.

3. The Mayor and/or the City Administrator are authorized and directed to execute and deliver any additional documents or certificates deemed necessary to carry out the transactions described in the Allonge to the Note and the intention of this resolution.

4. This resolution shall be in full force and effect from and after its passage.

Approved by the City Council of the City of Marshall, Minnesota, this 28th day of March, 2023.

Mayor

ATTEST:

City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Sheila Dubs
Meeting Date:	Tuesday, February 28, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider resolution accepting Nathan Holden as a member of the PERA Public Employees Police and Fire Plan
Background Information:	The Public Employees Retirement Association (PERA) requires a resolution be adopted by the Council for a part-time Police Officer to be included as a member of the Public Employees Police and Fire Plan. The attached resolution language was provided by PERA for this purpose. Our part-time police officers meet the statutory requirements for inclusion into the plan; therefore, staff are requesting that the resolution be approved for our newly hired part-time police officer. A copy of the resolution will be filed with PERA upon approval.
Fiscal Impact:	
Alternative/Variations:	None recommended
Recommendations:	To approve a resolution accepting Nathan Holden as a member of the PERA Public Employees Police and Fire Plan

RESOLUTION NUMBER 23-026

Police Officer Declaration

WHEREAS: the policy of the State of Minnesota as declared in Minnesota Statutes 353.63 is to give special consideration to employees who perform hazardous work and devote their time and skills to protecting the property and personal safety of others; and

WHEREAS: Minnesota Statutes Section 353.64 permits governmental subdivisions to request coverage in the Public Employees Police and Fire Plan for eligible employees of police or sheriff departments whose position duties meet the requirements stated therein and listed below.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MARSHALL, MINNESOTA, hereby declares that the position of Police Officer, currently held by Nathan Holden, meets all of the following Police and Fire Plan membership requirements:

1. Said position requires a license by the Minnesota peace officer standards and training board under sections 626.84 to 626.863 and this employee is so licensed;
2. Said position's primary (over 50%) duty is to enforce the general criminal laws of the state;
3. Said position charges this employee with the prevention and detection of crime;
4. Said position gives this employee the full power of arrest, and
5. Said position is assigned to a designated police or sheriff's department.

RESOLVED BY THE CITY COUNCIL OF MARSHALL, MINNESOTA, that this governing body hereby requests that the named employee be accepted as a member of the Public Employees Police and Fire Plan effective the date of this employee's initial Police and Fire Plan salary deduction by the governmental subdivision.

Passed and adopted by the City Council this 28th day of March 2023.

Robert J. Byrnes, Mayor

Attest:

Steven Anderson, City Clerk

STATE OF MINNESOTA
COUNTY OF LYON

I, Steven Anderson, clerk of the City of Marshall, do hereby certify that this is a true and correct transcript of the resolution that was adopted at a meeting held on the 28th day of March 2023; the original of which is on file in this office. I further certify that _____ members voted in favor of this resolution and that _____ members were present and voting.

ATTEST

Steven Anderson, City Clerk
City of Marshall, MN

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	E.J. Moberg
Meeting Date:	Tuesday, March 28, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider resolution calling public hearings on street reconstruction plan, tax abatements, and issuance of GO Bonds
Background Information:	<p>Calling for the public hearings officially begins the 2023 bonding process. In Exhibit B the PID numbers will be added prior to publishing of the notice.</p> <p>Public hearings at the 4/11 Council meeting would keep us on our tentative schedule with planned sale and consideration of award of the bonds on 5/23 and settlement of the bonds and receipt of bond proceeds around 6/22.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	Approve resolution calling public hearings on street reconstruction plan, tax abatements and issuance of GO Bonds.

RESOLUTION NUMBER 23-027

RESOLUTION CALLING PUBLIC HEARINGS ON STREET RECONSTRUCTION PLAN, TAX ABATEMENTS AND ISSUANCE OF GENERAL OBLIGATION BONDS

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

Section 1. Background.

1.01. The City is authorized under Minnesota Statutes, Section 475.58, subdivision 3b, as amended (the “Street Reconstruction Act”), to prepare a plan for reconstruction or overlay of streets in the City over the next five years, which includes a description of the affected streets and estimated costs (the “Street Reconstruction Plan”), and to issue general obligation bonds to finance the cost of street reconstruction activities described in the Street Reconstruction Plan (the “Street Reconstruction Bonds”).

1.02. Pursuant to the Street Reconstruction Act, the City Council is required to hold a public hearing regarding the Street Reconstruction Plan and issuance of Street Reconstruction Bonds.

1.03. The City now finds that it is necessary to prepare a Street Reconstruction Plan setting forth proposed street reconstruction projects in the City for the years 2023 through 2027, and to provide for the issuance of Street Reconstruction Bonds thereunder in an aggregate principal amount not to exceed \$3,700,000, to finance certain costs of the Street Reconstruction Plan, and further finds and determines that it is in the best financial interests of the City that the City hold a public hearing on the Street Reconstruction Plan and the issuance of Street Reconstruction Bonds as provided in the Street Reconstruction Act.

1.04. Under the proposed Street Reconstruction Plan, the City will issue Street Reconstruction Bonds to finance a portion of the costs described in the Street Reconstruction Plan, including the project designated by the City as N. 3rd St./W. Lyon St. Downtown Reconstruction Project.

1.05. The City hereby authorizes its staff and consultants to prepare the Street Reconstruction Plan for street reconstruction projects in the City over the five-year period of 2023 to 2027 in accordance with the Street Reconstruction Act, and to place a copy of the Street Reconstruction Plan on file with the City Administrator by no later than the date of publication of the hearing notice.

1.06. The City is authorized by Minnesota Statutes, Sections 469.1812 through 469.1815 (the “Abatement Act”) to grant an abatement of all or a part of the taxes levied by the City on real property within its boundaries (the “Abatement”) and to issue general obligation bonds to finance public improvements (the “Abatement Bonds”).

1.07. Pursuant to the Abatement Act, before approving a property tax abatement, the City Council is required to hold a public hearing regarding the Abatement.

1.08. The City proposes to issue Abatement Bonds in a principal amount currently estimated not to exceed \$600,000 to finance various public improvements, including parking lot improvements and improvements to various city parks (Independence Park, Legion Field and the Amateur Sports Center).

Section 2. Hearings Scheduled.

2.01. The City Council will hold a public hearing regarding the approval of the Street Reconstruction Plan and issuance of the Street Reconstruction Bonds on Tuesday, April 11, 2023, at approximately 5:30 PM in the Council Chambers of City Hall. The City Clerk is authorized and directed to publish a notice substantially in the form attached hereto as EXHIBIT A, to be published in the official newspaper of the City at least 10 days but not more than 28 days before the date of the hearing.

2.02. The City Council will hold a public hearing regarding the approval of the Abatement and the issuance of the Abatement Bonds on Tuesday, April 11, 2023 at approximately 5:30 PM in the Council Chambers of City Hall. The City Clerk is authorized and directed to publish a notice substantially the form attached as EXHIBIT B, to be published in a newspaper of general circulation in the City more than 10 days but less than 30 days before the date of the hearing.

2.03. City staff and consultants are authorized to take all other actions needed with respect to the Street Reconstruction Plan and the proposed Abatement and the issuance of the Street Reconstruction Bonds and Abatement Bonds before the City Council.

Passed and adopted this March 28, 2023 by the Common Council of the City of Marshall, Minnesota.

CITY OF MARSHALL, MINNESOTA

Mayor

Attest:

City Clerk

EXHIBIT A

NOTICE OF PUBLIC HEARING

CITY OF MARSHALL, MINNESOTA
NOTICE OF PUBLIC HEARING
REGARDING THE ADOPTION OF A FIVE-YEAR STREET RECONSTRUCTION PLAN AND THE ISSUANCE OF
GENERAL OBLIGATION BONDS THEREUNDER

NOTICE IS HEREBY GIVEN that the City Council of the City of Marshall, Minnesota (the "City"), will meet on Tuesday, April 11, 2023 at approximately 5:30 PM in the Council Chambers of City Hall located at 344 West Main Street in Marshall, Minnesota, to hold a public hearing concerning: (1) the adoption of a five-year street reconstruction plan (the "Plan"); and (2) the proposed issuance of general obligation bonds (the "Bonds") to finance certain street reconstruction projects described in the Plan, including the project designated by the City as N. 3rd St./W. Lyon St. Downtown Reconstruction Project, all pursuant to Minnesota Statutes, Section 475.58, subdivision 3b. The maximum principal amount of the Bonds to be issued under the Plan is \$3,700,000. The City may accept an offer by a bidder to purchase the Bonds, and the City may sell the Bonds, at a price that results in the receipt by the City of an original issue premium (the portion of the price that exceeds the principal amount of the Bonds) in any amount.

If a petition requesting a vote on the issuance of the Bonds, signed by voters equal to five percent (5%) of the votes cast in the City in the last general election, is filed with the City Clerk within 30 days after the public hearing, the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election.

At the time and place fixed for the public hearing, the City Council will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. In addition, interested persons may direct any questions or file written comments respecting the proposal with the City Clerk, at or prior to said public hearing.

Published: March 31, 2023

BY ORDER OF THE CITY COUNCIL OF
THE CITY OF MARSHALL, MINNESOTA

EXHIBIT B

NOTICE OF PUBLIC HEARING

CITY OF MARSHALL, MINNESOTA
NOTICE OF PUBLIC HEARING
REGARDING PROPOSED PROPERTY TAX ABATEMENTS AND THE ISSUANCE OF GENERAL OBLIGATION
BONDS TO FINANCE CERTAIN PUBLIC IMPROVEMENTS

NOTICE IS HEREBY GIVEN that the City Council of the City of Marshall, Minnesota (the "City"), will meet on Tuesday, April 11, 2023 at approximately 5:30 PM in the Council Chambers of City Hall located at 344 West Main Street in Marshall, Minnesota, to hold a public hearing on the proposal that the City abate property taxes levied by the City on the property identified as tax parcel numbers (collectively, the "Property"):

[PID Nos.]

The total amount of the taxes proposed to be abated by the City on the Property is estimated to be not more than \$600,000. The City Council will consider the property tax abatement in connection with issuing general obligation bonds to finance certain public improvements, including parking lot improvements and improvements to various city parks (Independence Park, Legion Field and the Amateur Sports Center).

At the time and place fixed for the public hearing, the City Council will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. In addition, interested persons may direct any questions or file written comments respecting the proposal with the City Clerk, at or prior to said public hearing.

Published: March 31, 2023

BY ORDER OF THE CITY COUNCIL OF
THE CITY OF MARSHALL, MINNESOTA

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Karla Drown
Meeting Date:	Tuesday, March 28, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourages the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	The following bills and project payments be authorized for payment.



Marshall, MN

Council Check Report

By Vendor Name

Date Range: 03/17/2023 - 03/28/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
6128	ACTION COMPANY LLC	03/17/2023	EFT	0.00	2,645.00	12466
0560	AFSCME COUNCIL 65	03/24/2023	EFT	0.00	1,324.40	12517
6412	AG PLUS COOPERATIVE	03/17/2023	EFT	0.00	2,944.37	12467
6412	AG PLUS COOPERATIVE	03/24/2023	EFT	0.00	523.23	12518
7232	ALCORN, JOHN	03/24/2023	EFT	0.00	154.58	12519
0567	ALEX AIR APPARATUS, INC	03/24/2023	EFT	0.00	1,475.42	12520
5119	ALL FLAGS, LLC	03/17/2023	EFT	0.00	844.50	12468
0578	AMAZON CAPITAL SERVICES	03/17/2023	EFT	0.00	1,563.29	12469
0578	AMAZON CAPITAL SERVICES	03/24/2023	EFT	0.00	581.32	12521
3761	AMERICAN BOTTLING CO.	03/17/2023	Regular	0.00	151.86	122580
6694	ARAMARK UNIFORM & CAREER APPAREL GROUP,	03/24/2023	EFT	0.00	75.29	12522
0629	ARNOLD MOTOR SUPPLY	03/24/2023	EFT	0.00	3.95	12523
6883	AT&T MOBILITY II LLC	03/24/2023	Regular	0.00	38.23	122607
2340	BAKER TILLY MUNICIPAL ADVISORS, LLC	03/24/2023	EFT	0.00	3,100.00	12524
7226	BAUER, BRENDA	03/17/2023	Regular	0.00	225.00	122581
0688	BELLBOY CORPORATION	03/17/2023	EFT	0.00	1,541.11	12470
0689	BEND RITE CUSTOM FABRICATION, INC.	03/24/2023	Regular	0.00	26.70	122608
0699	BEVERAGE WHOLESALERS, INC.	03/17/2023	Regular	0.00	24,545.54	122582
0699	BEVERAGE WHOLESALERS, INC.	03/24/2023	Regular	0.00	22,673.77	122609
7228	BITCO GENERAL INSURANCE CORPORATION	03/24/2023	Regular	0.00	193,200.00	122611
6909	BLUE CROSS & BLUE SHEILD OF MN & BLUE PLU	03/17/2023	Bank Draft	0.00	6,535.81	DFT0002753
6909	BLUE CROSS & BLUE SHEILD OF MN & BLUE PLU	03/17/2023	Bank Draft	0.00	1,031.97	DFT0002754
6909	BLUE CROSS & BLUE SHEILD OF MN & BLUE PLU	03/17/2023	Bank Draft	0.00	53,713.01	DFT0002755
6909	BLUE CROSS & BLUE SHEILD OF MN & BLUE PLU	03/17/2023	Bank Draft	0.00	4,551.95	DFT0002756
6909	BLUE CROSS & BLUE SHEILD OF MN & BLUE PLU	03/21/2023	Bank Draft	0.00	9,003.07	DFT0002786
6879	BLUE FIRE TRAINING LLC	03/24/2023	Regular	0.00	2,250.00	122615
0724	BOLTON & MENK INC	03/17/2023	EFT	0.00	2,384.00	12471
0724	BOLTON & MENK INC	03/24/2023	EFT	0.00	748.00	12525
7221	BOMGAARS, TARAH	03/17/2023	Regular	0.00	700.00	122583
0018	BORDER STATES INDUSTRIES, INC.	03/17/2023	EFT	0.00	70.32	12472
3829	BRAU BROTHERS	03/17/2023	EFT	0.00	787.00	12473
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SPIR	03/17/2023	Regular	0.00	9,152.58	122584
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SPIR	03/24/2023	Regular	0.00	9,473.32	122616
5005	BRUNSVOLD, RYAN	03/17/2023	EFT	0.00	63.00	12474
7223	BUYSSE, EMILY	03/17/2023	Regular	0.00	700.00	122586
6744	C&L DISTRIBUTING	03/17/2023	EFT	0.00	371.00	12475
4236	C.E. SIGNS & DESIGNS	03/24/2023	EFT	0.00	53.69	12526
6791	CAPITAL ONE	03/17/2023	Regular	0.00	129.12	122587
6791	CAPITAL ONE	03/24/2023	Regular	0.00	105.58	122617
0815	CATTOOR OIL COMPANY, INC	03/17/2023	EFT	0.00	1,029.00	12476
0836	CHARTER COMMUNICATIONS, LLC	03/17/2023	EFT	0.00	11.99	12477
0836	CHARTER COMMUNICATIONS, LLC	03/24/2023	EFT	0.00	106.81	12527
5733	CLARITY TELECOM, LLC	03/17/2023	EFT	0.00	2,910.03	12478
5733	CLARITY TELECOM, LLC	03/24/2023	EFT	0.00	299.51	12528
0920	CULLIGAN WATER CONDITIONING OF MARSHALL	03/17/2023	Regular	0.00	13.00	122588
0934	D & G EXCAVATING INC	03/24/2023	EFT	0.00	1,037.48	12529
3819	DACOTAH PAPER CO	03/17/2023	EFT	0.00	214.51	12479
7102	DAHLHEIMER BEVERAGE	03/24/2023	EFT	0.00	150.50	12530
7227	DCOMM INC	03/17/2023	Regular	0.00	400.00	122589
0966	DELTA DENTAL OF MINNESOTA	03/17/2023	Bank Draft	0.00	5,363.00	DFT0002766
0966	DELTA DENTAL OF MINNESOTA	03/21/2023	Bank Draft	0.00	1,330.02	DFT0002785
0993	DIRECT DIGITAL CONTROL LLC	03/24/2023	Regular	0.00	101.25	122618
5731	DOLL DISTRIBUTING LLC	03/17/2023	EFT	0.00	10,196.85	12480
5731	DOLL DISTRIBUTING LLC	03/24/2023	EFT	0.00	15,762.10	12531

Council Check Report

Date Range: 03/17/2023 - 03/28/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1029	EAGLE ENGRAVING	03/24/2023	EFT	0.00	31.75	12532
3566	ELECTRIC MOTOR CO	03/17/2023	EFT	0.00	226.05	12481
7181	ENTERPRISE FLEET MANAGEMENT TRUST	03/20/2023	Bank Draft	0.00	5,443.08	DFT0002783
4753	ENTERPRISE LEASING CO	03/17/2023	EFT	0.00	226.37	12482
1090	FASTENAL COMPANY	03/17/2023	EFT	0.00	82.74	12483
1090	FASTENAL COMPANY	03/24/2023	EFT	0.00	404.82	12533
7233	FEDERAL INSURANCE COMPANY	03/24/2023	Regular	0.00	2,341.00	122619
7225	FOSSUM, ZACH	03/17/2023	Regular	0.00	700.00	122590
1149	FRONTLINE PLUS FIRE & RESCUE	03/24/2023	EFT	0.00	3,700.00	12534
6127	GRANDVIEW VALLEY WINERY, INC	03/17/2023	Regular	0.00	1,728.00	122591
7229	HANSON, MICHELLE	03/24/2023	Regular	0.00	100.00	122620
6269	HANSON, SHARON	03/24/2023	EFT	0.00	453.12	12535
7145	HARTFORD LIFE AND ACCIDENT INSURANCE COM	03/17/2023	Bank Draft	0.00	288.16	DFT0002760
1256	HAWKINS INC	03/17/2023	EFT	0.00	13,318.92	12484
6324	HOOK, MATT	03/17/2023	EFT	0.00	50.00	12485
0704	HORSTMANN'S BIKE SHOP	03/24/2023	EFT	0.00	444.98	12536
1325	ICMA RETIREMENT TRUST #300877	03/17/2023	EFT	0.00	50.00	12486
6705	IDEXX DISTRIBUTION INC	03/17/2023	EFT	0.00	1,342.30	12487
7218	ILLINOIS CASUALTY COMPANY	03/17/2023	Regular	0.00	1,620.00	122592
1343	INDEPENDENT LUMBER OF MARSHALL INC	03/24/2023	Regular	0.00	14.95	122621
5546	INDIAN ISLAND WINERY	03/24/2023	Regular	0.00	1,016.16	122622
6536	INNOVATIVE OFFICE SOLUTIONS, LLC	03/17/2023	EFT	0.00	16.12	12488
1358	INTERNAL REVENUE SERVICE	03/17/2023	Bank Draft	0.00	21.88	DFT0002748
1358	INTERNAL REVENUE SERVICE	03/17/2023	Bank Draft	0.00	276.95	DFT0002749
1358	INTERNAL REVENUE SERVICE	03/17/2023	Bank Draft	0.00	5.10	DFT0002750
1358	INTERNAL REVENUE SERVICE	03/17/2023	Bank Draft	0.00	29,144.02	DFT0002771
1358	INTERNAL REVENUE SERVICE	03/17/2023	Bank Draft	0.00	24,767.69	DFT0002772
1358	INTERNAL REVENUE SERVICE	03/17/2023	Bank Draft	0.00	8,831.50	DFT0002773
3554	INTERNATIONAL CODE COUNCIL, INC	03/24/2023	EFT	0.00	145.00	12537
7040	J & M DISPLAYS, INC.	03/17/2023	Regular	0.00	14,160.00	122593
7219	JLL ARCHITECTURE	03/17/2023	Regular	0.00	702.33	122594
1399	JOHNSON BROTHERS LIQUOR COMPANY	03/17/2023	EFT	0.00	7,829.76	12490
1399	JOHNSON BROTHERS LIQUOR COMPANY	03/24/2023	EFT	0.00	14,162.63	12541
2036	JOHNSON BROTHERS LIQUOR COMPANY	03/17/2023	EFT	0.00	27,238.56	12489
2036	JOHNSON BROTHERS LIQUOR COMPANY	03/24/2023	EFT	0.00	9,581.49	12540
2605	JOHNSON BROTHERS LIQUOR COMPANY	03/24/2023	EFT	0.00	519.92	12539
5447	JOHNSON BROTHERS LIQUOR COMPANY	03/17/2023	EFT	0.00	1,163.86	12491
5447	JOHNSON BROTHERS LIQUOR COMPANY	03/24/2023	EFT	0.00	498.90	12538
5095	KIBBLE EQUIPMENT LLC	03/24/2023	EFT	0.00	275.68	12542
4140	KRUSE FORD-LINCOLN-MERCURY, INC	03/17/2023	EFT	0.00	264.95	12492
4140	KRUSE FORD-LINCOLN-MERCURY, INC	03/24/2023	EFT	0.00	1,936.71	12543
5138	L & A SYSTEMS, LLC	03/24/2023	EFT	0.00	706.80	12544
1480	LAW ENFORCEMENT LABOR SERVICE INC	03/24/2023	EFT	0.00	1,350.00	12545
7146	LIFE INSURANCE COMPANY OF NORTH AMERICA	03/17/2023	Bank Draft	0.00	360.69	DFT0002761
1508	LOCKWOOD MOTORS INC	03/24/2023	EFT	0.00	492.48	12546
3816	LUTHERAN SOCIAL SERVICES	03/17/2023	Regular	0.00	32.80	122595
1555	LYON LINCOLN ELECTRIC COOPERATIVE INC	03/17/2023	Regular	0.00	37.55	122596
1565	MACQUEEN EQUIPMENT INC.	03/17/2023	EFT	0.00	4,433.89	12493
1571	MADISON NATIONAL LIFE INSURANCE COMPANY	03/24/2023	EFT	0.00	1,125.07	12547
1604	MARSHALL AREA CHAMBER OF COMMERCE	03/17/2023	EFT	0.00	1,770.00	12494
1616	MARSHALL CONVENTION & VISITORS BUREAU	03/17/2023	EFT	0.00	5,727.72	12495
1623	MARSHALL INDEPENDENT, INC	03/17/2023	Regular	0.00	286.00	122597
5813	MARSHALL LUMBER CO	03/17/2023	EFT	0.00	175.69	12496
5813	MARSHALL LUMBER CO	03/24/2023	EFT	0.00	86.13	12548
1633	MARSHALL MUNICIPAL UTILITIES	03/17/2023	EFT	0.00	7,519.67	12497
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	03/24/2023	EFT	0.00	48.27	12549
1637	MARSHALL PUBLIC SCHOOLS	03/24/2023	EFT	0.00	1,980.28	12550
1652	MARSHALL VOLUNTEER FIRE RELIEF ASSOCIATION	03/17/2023	Regular	0.00	2,000.00	122598
7153	MAVERICK WINE LLC	03/24/2023	Regular	0.00	548.02	122623
1680	MCEA EXECUTIVE OFFICE	03/17/2023	Regular	0.00	49.00	122599
7077	MEDSURETY, LLC	03/17/2023	Bank Draft	0.00	10,276.67	DFT0002764

Council Check Report

Date Range: 03/17/2023 - 03/28/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
7077	MEDSURETY, LLC	03/17/2023	Bank Draft	0.00	6,708.76	DFT0002769
7077	MEDSURETY, LLC	03/17/2023	Bank Draft	0.00	312.52	DFT0002780
7077	MEDSURETY, LLC	03/17/2023	Bank Draft	0.00	441.65	DFT0002782
7077	MEDSURETY, LLC	03/21/2023	Bank Draft	0.00	150.20	DFT0002787
4980	MENARDS INC	03/17/2023	EFT	0.00	397.53	12498
4980	MENARDS INC	03/24/2023	EFT	0.00	353.03	12551
1711	MID-AMERICAN RESEARCH CHEMICAL	03/24/2023	Regular	0.00	814.00	122624
1818	MINNESOTA DEPARTMENT OF REVENUE	03/17/2023	Bank Draft	0.00	159.08	DFT0002751
1818	MINNESOTA DEPARTMENT OF REVENUE	03/17/2023	Bank Draft	0.00	380.97	DFT0002770
1818	MINNESOTA DEPARTMENT OF REVENUE	03/17/2023	Bank Draft	0.00	11,965.99	DFT0002774
1808	MINNESOTA MUNICIPAL UTILITIES ASSOC	03/17/2023	EFT	0.00	5,212.50	12499
3669	MINNESOTA STATE RETIREMENT SYSTEM	03/17/2023	Bank Draft	0.00	12,444.84	DFT0002767
1839	MINNESOTA VALLEY TESTING LABS INC	03/24/2023	EFT	0.00	141.60	12552
1757	MN CHILD SUPPORT PAYMENT CENTER	03/17/2023	Bank Draft	0.00	386.70	DFT0002762
1757	MN CHILD SUPPORT PAYMENT CENTER	03/17/2023	Bank Draft	0.00	546.74	DFT0002763
1813	MN POLLUTION CONTROL AGENCY	03/17/2023	Regular	0.00	6,300.00	122600
1813	MN POLLUTION CONTROL AGENCY	03/24/2023	Regular	0.00	400.00	122625
4704	MN SHERIFF'S ASSOCIATION	03/17/2023	Regular	0.00	350.00	122601
2512	NATIONWIDE RETIREMENT	03/17/2023	Bank Draft	0.00	375.00	DFT0002746
2512	NATIONWIDE RETIREMENT	03/17/2023	Bank Draft	0.00	1,292.33	DFT0002747
2512	NATIONWIDE RETIREMENT	03/17/2023	Bank Draft	0.00	150.00	DFT0002757
1923	NCPERS MN GROUP LIFE INS.	03/24/2023	EFT	0.00	48.00	12553
1945	NORM'S GTC	03/24/2023	Regular	0.00	661.85	122626
1946	NORTH CENTRAL LABS	03/17/2023	EFT	0.00	686.22	12500
1961	NORTHERN SAFETY COMPANY INC	03/17/2023	EFT	0.00	107.80	12501
7230	NORTHERN STATES SUPPLY, INC	03/24/2023	Regular	0.00	162.94	122627
6463	OFFICE OF MNIT SERVICES	03/17/2023	Regular	0.00	695.15	122602
5891	ONE OFFICE SOLUTION	03/24/2023	EFT	0.00	45.43	12555
3809	O'REILLY AUTOMOTIVE STORES, INC	03/24/2023	EFT	0.00	99.00	12556
5205	PAINTED PRAIRIE VINEYARD, LLC	03/17/2023	EFT	0.00	624.00	12502
2019	PAUSTIS WINE COMPANY	03/17/2023	EFT	0.00	4,129.50	12503
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	03/24/2023	EFT	0.00	40.50	12557
2028	PERA OF MINNESOTA REG	03/17/2023	Bank Draft	0.00	57,217.94	DFT0002765
4007	PETE'S ELECTRIC MOTOR REPAIR	03/17/2023	EFT	0.00	200.00	12504
6166	PULVER MOTOR SVC, LLC	03/17/2023	EFT	0.00	80.00	12505
7224	REED, JIM & GINA	03/17/2023	Regular	0.00	700.00	122603
0707	ROADSIDE DEVELOPERS INC	03/17/2023	Regular	0.00	34.00	122604
6684	ROLLING FORKS VINEYARDS, LLC	03/24/2023	EFT	0.00	678.00	12558
2201	RUNNING SUPPLY, INC	03/17/2023	EFT	0.00	319.99	12506
2201	RUNNING SUPPLY, INC	03/24/2023	EFT	0.00	37.12	12559
6748	SANFORD HEALTH NETWORK	03/17/2023	Regular	0.00	1,400.00	122605
5772	SLAGEL, MICHAEL	03/17/2023	EFT	0.00	48.00	12507
4855	SOUTHERN GLAZER'S	03/17/2023	EFT	0.00	6,768.13	12508
4855	SOUTHERN GLAZER'S	03/24/2023	EFT	0.00	5,381.06	12560
2311	SOUTHWEST GLASS CENTER, INC	03/17/2023	EFT	0.00	89.00	12509
2311	SOUTHWEST GLASS CENTER, INC	03/24/2023	EFT	0.00	1,812.40	12561
6706	SUN LIFE FINANCIAL	03/24/2023	EFT	0.00	1,686.29	12562
2387	SW CHAPTER OF ICC	03/24/2023	Regular	0.00	190.00	122628
0147	TAHER FOOD SERVICE	03/17/2023	EFT	0.00	37.50	12510
6277	TALKING WATERS BREWING CO, LLC	03/24/2023	EFT	0.00	1,295.00	12564
0875	THE COMPUTER MAN INC	03/17/2023	EFT	0.00	8,135.75	12511
2428	TITAN MACHINERY	03/17/2023	EFT	0.00	236.72	12512
2428	TITAN MACHINERY	03/24/2023	EFT	0.00	166.00	12565
6156	TRUE BRANDS	03/17/2023	EFT	0.00	409.10	12513
3538	TURFWERKS	03/24/2023	EFT	0.00	16,498.20	12566
5106	ULINE	03/24/2023	EFT	0.00	213.92	12567
7036	US BANK	03/17/2023	EFT	0.00	260,400.00	12514
3443	VALIC DEFERRED COMP	03/17/2023	Bank Draft	0.00	941.61	DFT0002758
3443	VALIC DEFERRED COMP	03/17/2023	Bank Draft	0.00	1,176.92	DFT0002759
4489	VERIZON WIRELESS	03/17/2023	EFT	0.00	35.01	12515
4489	VERIZON WIRELESS	03/24/2023	EFT	0.00	400.10	12568

Council Check Report

Date Range: 03/17/2023 - 03/28/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4489	VERIZON WIRELESS	03/24/2023	EFT	0.00	39.02	12569
4489	VERIZON WIRELESS	03/24/2023	EFT	0.00	1,447.70	12570
2538	VIKING COCA COLA BOTTLING CO.	03/17/2023	EFT	0.00	351.25	12516
2538	VIKING COCA COLA BOTTLING CO.	03/24/2023	EFT	0.00	311.15	12571
6085	VOYA - INVESTORS CHOICE	03/17/2023	Bank Draft	0.00	2,163.43	DFT0002768
7231	WAMBEKE, KEITH	03/24/2023	Regular	0.00	3,277.70	122629
6921	WILLIAMS, MEGAN	03/17/2023	Regular	0.00	700.00	122606

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	65	45	0.00	304,907.40
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	34	34	0.00	257,759.25
EFT's	206	104	0.00	481,314.40
	305	183	0.00	1,043,981.05

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	65	45	0.00	304,907.40
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	34	34	0.00	257,759.25
EFT's	206	104	0.00	481,314.40
	305	183	0.00	1,043,981.05

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	3/2023	1,043,981.05
			1,043,981.05

Presenter:	Jason Anderson												
Meeting Date:	Tuesday, March 28, 2023												
Category:	NEW BUSINESS												
Type:	ACTION												
Subject:	Consider Authorization to Advertise for Bids for Wastewater Highway 23 Lift Station Improvements Project.												
Background Information:	<p>Bolton & Menk, Inc. (BMI) has prepared bidding documents for the Highway 23 Lift Station Improvements project that is included in the 2023 capital improvement plan for the Wastewater Department. The general scope of the project includes the following major components:</p> <ul style="list-style-type: none"> • Removal of four submersible pumps, wet well piping and guide rails. • Renovation of wet well structure with concrete repair as needed, and new coating system. • Installation of four new submersible pumps. • Installation of new piping in wet well structure. • Installation of new VFDs in the existing motor control center. • Installation of new automatic transfer switch (furnished by City) in existing lift station building. • Installation of new conduit and junction box. • Bypass pumping of the lift station while renovation work is being completed. <p>The proposed schedule for bidding, award, and project completion is as follows:</p> <table border="0"> <tr> <td>- Council Authorize to Advertise</td> <td>March 28, 2023</td> </tr> <tr> <td>- City Receive Bids</td> <td>April 12, 2023</td> </tr> <tr> <td>- Council Consideration of Award</td> <td>April 25, 2023</td> </tr> <tr> <td>- Execution of Contract</td> <td>May 5, 2023</td> </tr> <tr> <td>- Substantial Project Completion</td> <td>October 31, 2023</td> </tr> <tr> <td>- Contract Completion</td> <td>November 30, 2023</td> </tr> </table> <p>The construction completion date may be impacted by delivery schedules for equipment.</p>	- Council Authorize to Advertise	March 28, 2023	- City Receive Bids	April 12, 2023	- Council Consideration of Award	April 25, 2023	- Execution of Contract	May 5, 2023	- Substantial Project Completion	October 31, 2023	- Contract Completion	November 30, 2023
- Council Authorize to Advertise	March 28, 2023												
- City Receive Bids	April 12, 2023												
- Council Consideration of Award	April 25, 2023												
- Execution of Contract	May 5, 2023												
- Substantial Project Completion	October 31, 2023												
- Contract Completion	November 30, 2023												
Fiscal Impact:	<p>The project construction cost estimate is \$580,000. City Engineering staff is proposing engineering fees of 8% for this project. The rate is reduced from our typical 16% because it is anticipated that the Wastewater Department will provide significant project inspection for this project, reducing the need for engineering staff presence on site during construction. The project cost estimate is \$626,400, including 8% engineering fees.</p> <p>The 2023 CIP includes \$350,000 for this project. While this project is now estimated to cost more than the allocated budget amount, the Wastewater Department has seen other items come in under budget that result in cost savings or otherwise incoming funds.</p>												
Alternative/Variations:	No alternative actions recommended.												
Recommendations:	that the Council authorize to advertise for bids for the Wastewater Highway 23 Lift Station Improvements Project.												

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, March 28, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project ST-006 / SP# 139-591-001 / MINN Project No. STPF 4222(149): School Pedestrian Crossing Signage & Improvements Project - Consider Change Order No. 3 (Final) and Acknowledgement of Final Pay Request (No. 4).
Background Information:	<p>This project consisted of: Installation of Rectangular Rapid Flashing Beacon (RRFB) School Pedestrian Crossing Improvements at the Marshall Middle School, Southview Elementary School, Parkside Elementary School, and True Light Christian School</p> <p>The items on the attached Change Order No. 3 (Final Reconciling Change Order) for the above project are the result of final measurements and changes in item quantities during construction.</p> <p>All work has been completed in accordance with the specifications. Attached is a copy of Final Pay Request (No. 4) in the amount of \$118,595.91.</p>
Fiscal Impact:	<p>Change Order No. 3 (Final) results in a contract increase in the amount of \$19,828.32. Final Pay request No. 4 in the amount of \$118,595.91 results in a total contract amount of \$495,278.67, a net increase of \$15,028.32 from the original contract amount of \$480,250.35.</p> <p>No proposed general fund impact. The City and schools have agreed to cost sharing the local match amount of the project, based on project estimate. The total local cost is \$120,063, with \$43,427 collected from the participating schools. The City's portion of the local match would be funded through the MSAS account utilizing an advance request.</p>
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council approve Change Order No. 3 (Final) resulting in contract increase in the amount of \$19,828.32 and acknowledge Final Pay Request No. 4 in the amount of \$118,595.91 for the above-referenced project to Duininck, Inc. of Prinsburg, Minnesota.



STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. February 2018

SP/SAP(s)	SP 139-591-001	MN Project No.:	Minn. Proj. No. STPF 4222 (149)	Change Order No.	3
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Project Location	True Light Christian School, Marshall Middle School, Southview Elementary School, and				
Local Agency	City of Marshall Public Works	Local Project No.	ST-006		
Contractor	Duininck, Inc.	Contract No.	ST-006		
Address/City/State/Zip	408 6th Street P.O. Box 208 / Prinsburg / MN / 56281				
Total Change Order Amount \$	\$19,828.32				

Final Reconciling Change Order

Estimate Of Cost: <i>(Include any increases or decreases in contract items, any negotiated or force account items.)</i>					
Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
2104.50 3/00195	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$3.90	-31.7	(\$123.63)
2104.50 3/00315	REMOVE CURB & GUTTER	L F	\$15.10	77.28	\$1,166.93
2104.50 4/00090	REMOVE CONCRETE PAVEMENT	S Y	\$16.20	-47.4	(\$767.88)
2104.50 4/00120	REMOVE BITUMINOUS PAVEMENT	S Y	\$20.50	12.48	\$255.84
2104.51 8/00080	REMOVE SIDEWALK	S F	\$2.95	562.66	\$1,659.85
2360.50 3	BITUMINOUS PAVEMENT PATCH	SQ.Y D.	\$150.00	13.13	\$1,969.50
2521.51 8/00040	4" CONCRETE WALK	S F	\$15.60	662.22	\$10,330.63
2521.51 8/00060	6" CONCRETE WALK	S F	\$17.85	163.68	\$2,921.69
2531.50 3/02315	CONCRETE CURB & GUTTER DESIGN B618	L F	\$51.60	82.97	\$4,281.25
2531.50 3/02320	CONCRETE CURB & GUTTER DESIGN B624	L F	\$54.90	7.93	\$435.36
2531.50 4/00060	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$110.80	-24.28	(\$2,690.22)
2531.61 8/00010	TRUNCATED DOMES	S F	\$66.00	14	\$924.00
2573.50 2/00110	STORM DRAIN INLET PROTECTION	EAC H	\$175.00	-6	(\$1,050.00)
2574.50 7/00104	BOULEVARD TOPSOIL BORROW	C Y	\$115.00	-3	(\$345.00)



STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. February 2018

SP/SAP(s)	SP 139-591-001	MN Project No.:	Minn. Proj. No. STPF 4222 (149)	Change Order No.	3
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2575.60		EAC				
2/00700	SITE RESTORATION	H	\$860.00	1		\$860.00
Net Change this Change Order						\$19,828.32

Due to this change, the contract time: (check one)	
<input type="checkbox"/> Is NOT changed	<input type="checkbox"/> May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change:	Number of Calendar Days Affected by this Contract Change:

Approved by Project Engineer: *Jason Anderson* Date: *3/24/2023*
 Print Name: *Jason Anderson* Phone:

Approved by Contractor: *Duininck, Inc.* Date: March 15, 2023
 Signature: *Kristopher Duinick*
 Printed Name: Kristopher Duinick, Vice President

Contract Number: ST-006
 Pay Request Number: 4

Project Number	Project Description
ST-006	School Pedestrian Crossing Improvements Project

Contractor: Duinick, Inc. 408 6th Street Prinsburg, MN 56281	Vendor Number: 01-1020 Up To Date: 01/06/2023
---------------------------------------------------------------------------	----------------------------------------------------------------


Contract Amount		Funds Encumbered	
Original Contract	\$480,250.35	Original	\$480,250.35
Contract Changes	\$15,028.32	Additional	N/A
Revised Contract	\$495,278.67	Total	\$480,250.35

Work Certified To Date	
Base Bid Items	\$500,078.67
Contract Changes	(\$4,800.00)
Material On Hand	\$0.00
Total	\$495,278.67

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$98,770.50	\$495,278.67	\$0.00	\$376,682.76	\$118,595.91	\$495,278.67
Percent: Retained: 0%			Percent Complete: 100%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By
Jason Anderson
 County/City/Project Engineer
 03/24/2023

Approved By Duinick, Inc.

 Signature
 Kristopher Duinick

Printed Name
 March 15, 2023

Date

Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2022-09-13	\$295,504.17	\$14,775.21	\$280,728.96
2	2022-09-27	\$2,055.00	\$102.75	\$1,952.25
3	2022-12-01	\$98,949.00	\$4,947.45	\$94,001.55
4	2023-01-06	\$98,770.50	(\$19,825.41)	\$118,595.91

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Marshall Middle School		\$106,405.24	\$0.00	\$70,025.20	\$36,380.04	\$106,405.24
Park Side Elementary School		\$179,096.21	\$0.00	\$151,743.24	\$27,352.97	\$179,096.21
Southview Elementary School		\$139,060.73	\$0.00	\$106,261.52	\$32,799.21	\$139,060.73
True Light Christian		\$70,716.49	\$0.00	\$48,652.80	\$22,063.69	\$70,716.49

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
401	Municipal (MSAS > 5000)	\$23,719.18	\$100,975.72	\$96,050.07	\$99,055.72
401	Federal	\$94,876.73	\$403,902.95	\$384,200.27	\$396,222.95

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501/00010	MOBILIZATION	LS	\$78,400.00	1	0.69	\$54,096.00	1	\$78,400.00
Base Bid	2	2104.503/00195	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$3.90	110.3	0	\$0.00	110.3	\$430.17
Base Bid	3	2104.503/00315	REMOVE CURB & GUTTER	L F	\$15.10	215.28	0	\$0.00	215.28	\$3,250.73
Base Bid	4	2104.504/00120	REMOVE BITUMINOUS PAVEMENT	S Y	\$20.50	329.48	0	\$0.00	329.48	\$6,754.34
Base Bid	5	2104.504/00090	REMOVE CONCRETE PAVEMENT	S Y	\$16.20	23.6	0	\$0.00	23.6	\$382.32
Base Bid	6	2104.518/00080	REMOVE SIDEWALK	S F	\$2.95	2596.66	0	\$0.00	2596.66	\$7,660.15
Base Bid	7	2105.507/00015	COMMON EXCAVATION (P)	C Y	\$62.00	91	0	\$0.00	91	\$5,642.00
Base Bid	8	2360.503	BITUMINOUS PAVEMENT PATCH	SQ.YD	\$150.00	128.13	0	\$0.00	128.13	\$19,219.50
Base Bid	9	2504.602/00032	ADJUST GATE VALVE & BOX	EACH	\$75.00	1	0	\$0.00	1	\$75.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	10	2521.518/0040	4" CONCRETE WALK	S F	\$15.60	6790.22	0	\$0.00	6790.22	\$105,927.43
Base Bid	11	2521.518/0060	6" CONCRETE WALK	S F	\$17.85	1024.68	0	\$0.00	1024.68	\$18,290.54
Base Bid	12	2531.503/02315	CONCRETE CURB & GUTTER DESIGN B618	L F	\$51.60	495.97	0	\$0.00	495.97	\$25,592.05
Base Bid	13	2531.503/02320	CONCRETE CURB & GUTTER DESIGN B624	L F	\$54.90	32.93	0	\$0.00	32.93	\$1,807.86
Base Bid	14	2531.504/00060	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$110.80	46.72	0	\$0.00	46.72	\$5,176.58
Base Bid	15	2531.618/00010	TRUNCATED DOMES	S F	\$66.00	182	0	\$0.00	182	\$12,012.00
Base Bid	16	2563.601/00010	TRAFFIC CONTROL	LS	\$4,900.00	1	0	\$0.00	1	\$4,900.00
Base Bid	17	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM (RRFB) - SYSTEM A	SYSTEM	\$17,363.00	1	0.25	\$4,340.75	1	\$17,363.00
Base Bid	18	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM (RRFB) - SYSTEM B	SYSTEM	\$23,089.00	3	0.75	\$17,316.75	3	\$69,267.00
Base Bid	19	2565.616	SPEED LIMIT FLASHER SYSTEM (DSD)	SYSTEM	\$27,817.00	4	1	\$27,817.00	4	\$111,268.00
Base Bid	20	2573.502/00110	STORM DRAIN INLET PROTECTION	EACH	\$175.00	0	0	\$0.00	0	\$0.00
Base Bid	21	2574.507/00104	BOULEVARD TOPSOIL BORROW	C Y	\$115.00	28	0	\$0.00	28	\$3,220.00
Base Bid	22	2575.602/00700	SITE RESTORATION	EACH	\$860.00	4	0	\$0.00	4	\$3,440.00
Base Bid Totals:								\$103,570.50		\$500,078.67

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
ST-006		\$103,570.50	\$500,078.67

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
ST-006	CO2	23	00001 LIQUIDATED DAMAGES (DAY)	(\$600.00)	8	(\$4,800.00)	ITM	\$8.00	(\$4,800.00)	8	(\$4,800.00)
ST-006	CO3	2	2104.503/00195 SAWING CONCRETE PAVEMENT (FULL DEPTH) (L F)	\$3.90	-31.7	(\$123.63)	ADJ				

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
ST-006	CO3	3	2104.503/00315 REMOVE CURB & GUTTER (L F)	\$15.10	77.28	\$1,166.93	ADJ				
ST-006	CO3	4	2104.504/00120 REMOVE BITUMINOUS PAVEMENT (S Y)	\$20.50	12.48	\$255.84	ADJ				
ST-006	CO3	5	2104.504/00090 REMOVE CONCRETE PAVEMENT (S Y)	\$16.20	-47.4	(\$767.88)	ADJ				
ST-006	CO3	6	2104.518/00080 REMOVE SIDEWALK (S F)	\$2.95	562.66	\$1,659.85	ADJ				
ST-006	CO3	8	2360.503 BITUMINOUS PAVEMENT PATCH (SQ.YD.)	\$150.00	13.13	\$1,969.50	ADJ				
ST-006	CO3	10	2521.518/00040 4" CONCRETE WALK (S F)	\$15.60	662.22	\$10,330.63	ADJ				
ST-006	CO3	11	2521.518/00060 6" CONCRETE WALK (S F)	\$17.85	163.68	\$2,921.69	ADJ				
ST-006	CO3	12	2531.503/02315 CONCRETE CURB & GUTTER DESIGN B618 (L F)	\$51.60	82.97	\$4,281.25	ADJ				
ST-006	CO3	13	2531.503/02320 CONCRETE CURB & GUTTER DESIGN B624 (L F)	\$54.90	7.93	\$435.36	ADJ				
ST-006	CO3	14	2531.504/00060 6" CONCRETE DRIVEWAY PAVEMENT (S Y)	\$110.80	-24.28	(\$2,690.22)	ADJ				
ST-006	CO3	15	2531.618/00010 TRUNCATED DOMES (S F)	\$66.00	14	\$924.00	ADJ				
ST-006	CO3	20	2573.502/00110 STORM DRAIN INLET PROTECTION (EACH)	\$175.00	-6	(\$1,050.00)	ADJ				
ST-006	CO3	21	2574.507/00104 BOULEVARD TOPSOIL BORROW (C Y)	\$115.00	-3	(\$345.00)	ADJ				
ST-006	CO3	22	2575.602/00700 SITE RESTORATION (EACH)	\$860.00	1	\$860.00	ADJ				
Contract Change Totals:									(\$4,800.00)		(\$4,800.00)

Contract Change Totals			
Number	Description	Effective Date	Amount
2	Liquidated Damages 10/31/2022-11/07/2022 (8 days)	12/20/2022	(\$4,800.00)
3	Final Reconciling Change Order	12/23/2022	\$19,828.32

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Total	\$495,278.67
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**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	E.J. Moberg
Meeting Date:	Tuesday, March 28, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider approval of proposal for Questica budget software
Background Information:	<p>Finance staff has explored governmental budgeting software attempting to find a software to house our operating, personnel and capital budgets in the same platform, that allows multi-year budgeting (2-3 years likely the most helpful), and that can improve our budgeting processes and functionality.</p> <p>Proposals were received from two companies. Staff recommend a 5-year agreement with Questica with a year-one cost of \$24,625, which includes \$10,000 in one-time fees for professional services for installation, accounting integration, training and project management. The Questica product has unlimited license seats for operating, personnel planning, and capital modules and unlimited read-only licenses. In addition, the proposal includes OpenBook to foster transparency (see video at https://www.youtube.com/watch?v=q3oZ65J6IQs), enabling information be visualized in an array of charts, tables, bars and graphs, and GIS mapping for capital planning.</p> <p>The proposal, software subscription agreement, and technical standards are included in the Council packet. Director of Administrative Services asked for feedback from the City’s IT and legal advisors. Proposed changes for the software subscription agreement were provided to Questica on 3/23, so updates could be pending.</p> <p>Costs for the Questica proposal are \$24,625 for 2023, \$20,475 for 2024, \$21,497.75 for 2025, \$22,573.69 for 2026, and \$23,702.37 for 2027.</p> <p>Costs for the alternate proposal are \$25,200 for 2023, \$26,400 for 2024, \$27,200 for 2025 and 6% annual increases thereafter.</p>
Fiscal Impact:	While the 2023 budget did not include budgetary software, staff suggest funding year-one costs from Liquor Store profits and for future years be included in the operating budget.
Alternative/Variations:	City staff could continue past budget processes, which are more labor-intensive and have detail kept segregated (spreadsheets for personnel, accounting system for operating, and separate program for the capital improvement plan). However, staff recommend this product for efficiency and transparency.
Recommendations:	Consider approval of the resolution to accept the budget software proposal from Questica and authorize the City Administrator or her delegee continue to negotiate terms of the agreement on behalf of the City of Marshall.



Questica Budget Proposal

The City of Marshall, MN | March 2023

Prepared By: Trish Kendall

Prepared On: March 22, 2023



March 22, 2023

E.J. Moberg
Director of Administrative Services
The City of Marshall, MN

Dear E.J.,

Questica Ltd. is thrilled with the possibility of partnering with the City of Marshall in its effort to transform the current budget development and management process. We welcome an opportunity to leverage over 25 years of success with similar sized customers across North America to help the City:

- Transition from labor-intensive, unsupported on premise software to an efficient, comprehensive, cloud based budgeting and forecasting software system
- Enable City staff to more actively participate in a collaborative budgeting process remotely or in the office
- Better serve the planning team, finance staff, executive leadership and the community by facilitating analytics with up-to-date information presented in actionable reports, dashboards, and queries
- Budget more effectively for personnel, manage multiple scenarios and decision packages in a single system with a consistent, user-friendly user-interface

Questica proposes a Software-as-a-Service (SaaS) subscription of our industry leading multi-user Questica Budget solution and our professional services for implementation, integration, configuration, training, and post-implementation customer support. Questica is unique in providing a fully integrated solution offered with a consistent and well-organized user-interface that is purpose-built for budgeting in the public sector.

Simply put, Questica is THE most trusted budgeting solution provider by governments in North America. Some key considerations that set Questica apart include the following:

- **Full circle, end-to-end budgeting solutions:** Questica provides a single solution with modules and functionality to address your budgeting needs from start to finish. Per your requirements, we've provided a proposal that addresses your Operating and Personnel budgeting needs.
- **More configurable, less customizations:** Questica's 25 plus years in the government budgeting space means we've seen best practices across multiple budgeting approaches at hundreds of State and Local agencies and organizations. Rather than customize the platform for each approach, Questica builds in incremental best practices as configurable options, offering Questica customers the ability to replicate those processes without re-inventing the wheel. Ultimately, this leads to quicker, less costly, and more stable implementations for long-term ROI.
- **You are in control:** Questica Budget is designed for client-side administration, with security, reports, and workflow configurable at the admin user level. We also leverage a single tenant architecture, which means that each customer has a unique and segregated instance of our software, enabling the City to choose when to apply software updates, based on your convenience and schedule.
- **Singular focus and purpose built for government:** Questica Budget is not a generic "one-size-fits-all" solution, nor is it a "Swiss army knife" that proposes to do many things half-well. Instead, Questica Budget is a point solution that excels at enabling a collaborative budgeting process for state and local governments, and public agencies. Since our inception, we have been 100% focused on crafting best-in-class budgeting solutions for the public sector.
- **Right sized for you.** Questica is big enough to support your organization, yet nimble enough to remain agile. We currently have 130+ employees, which means we have the resources needed to support large-scale, complex implementations while remaining flexible to accommodate your unique requirements. We manage all aspects of our customer implementation, from kick-off to post-implementation support, exclusively with Questica employees.

We have an unmatched track record of success in implementing our solutions for government organizations and we stand firm in our **'getting it done right the first time'** mission. We look forward to continued conversations with your finance team and to demonstrating how Questica will provide unquestionable value and return on investment to the City of Marshall.

Sincerely,

Trish Kendall

Trish Kendall
Senior Account Executive
tkendall@questica.com

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WHO WE ARE

For the past 25 years, Questica has partnered with public sector organizations to enable data-driven budgeting and decision-making, while increasing data accuracy and productivity and improving stakeholder trust. These organizations are modernizing their business processes using Questica's budgeting, performance, transparency, and engagement software solutions.



Questica is consistently recognized as one of the leading and most trusted budgeting software solutions:

- 2022 - 2019** As part of GTY, recognized by Government Technology in their annual GovTech 100 Index which showcases the 100 leading companies serving state and local governments in unique, innovative, and effective ways.
- 2019** CV Magazine's Canadian Business Awards, "Best Cloud-Based Budgeting Software Solutions Provider."
- 2018** "10 most trusted public sector solution providers" by Insights Success magazine.

The Questica team is comprised of roughly 130+ technology experts, budget professionals and business specialists who have decades of experience working with local government. We in fact represent the largest group of budget software experts in North America dedicated to serving the public sector.



GTY Technology (GTY) brings leading cloud software together to deliver modern solutions for state and local governments, education institutions, and healthcare organizations. More than 2,300 agencies across North America leverage GTY solutions to deliver better outcomes for their constituents by improving the way they engage stakeholders and manage their resources. Built for the public sector, the intuitive suite of solutions supports the policy, regulation, and compliance requirements unique to the public sector. Public Administrative solutions for budgeting (Questica and Sherpa), grants management (eCivis), and procurement (Bonfire) are designed to digitize complex workflows with an intuitive toolset that improves collaboration, transparency, and impact. Civic Engagement solutions for payments (CityBase) and permits (OpenCounter) deliver efficiencies while improving citizen access and satisfaction.

Our team understands the unique challenges that government organizations face when preparing, managing, and sharing the details of a budget, and we bring our collective years of experience to the City of Marshall project.

OVER 900+ QUESTICA CUSTOMERS:

- ◆ City of Plymouth, Minnesota
- ◆ City of Sparks, Nevada
- ◆ Wood County, Wisconsin
- ◆ Milwaukee Rescue Mission, Wisconsin
- ◆ High Point, North Carolina
- ◆ City of Overland Park, Kansas
- ◆ City of Goodyear, Arizona
- ◆ City of Blaine, Minnesota
- ◆ City of La Vista, Nebraska
- ◆ City of Waconia, Minnesota
- ◆ Fort Wayne Community Schools, Indiana
- ◆ Town of Cave Creek, Arizona
- ◆ Lincoln Public Schools, Nebraska
- ◆ City of Aurora, Colorado
- ◆ Denver, Colorado
- ◆ Dodge County, Minnesota
- ◆ Pottawatomie County, Colorado
- ◆ Scott County, Minnesota
- ◆ Crow Wing County, Minnesota

QUESTICA BUDGET CLIENT SUCCESS STORIES

Select a logo to learn more about how our clients are using Questica.



We have a lot more confidence in the data that's in and coming out of Questica. The security structure in Questica is much more robust and it's just a really good powerful system. Some of the things that hadn't ever worked correctly in the old system, we now have.



— **Laura Altizer**, Former Budget Performance Manager
City of High Point



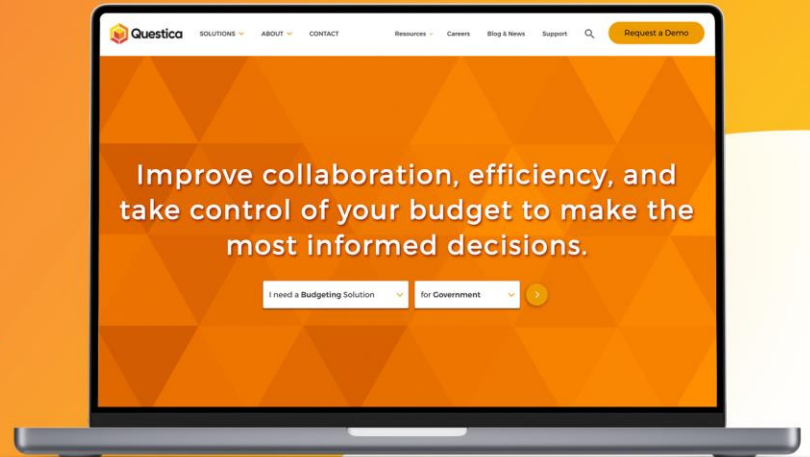
Questica's customer service and responsiveness are excellent.



— **Kelly Greunke**, Manager of Budget Operations
Office, City and County of Denver

ABOUT QUESTICA

Questica proposes a Software-as-a-Service (SaaS) subscription of our industry leading multi-user Questica Budget solution and our professional services for implementation, integration, configuration, training, and post-implementation customer support.



OUR MISSION

“We’re on a mission to simplify the complexities of public sector finance, empowering brilliance at every turn.”

—TJ Parass, Co-Founder of Questica



At Questica, our mission is to empower many to work together in a secure environment, to take control of their budget, and make informed decisions. For the past 25 years, Questica has partnered with public sector organizations to enable data-driven budgeting and decision-making, while increasing data accuracy and productivity and improving stakeholder trust. These organizations are modernizing their business processes using Questica’s budgeting, performance, transparency, and engagement software solutions.

OUR GOAL

Questica’s goal is to drive budget transformation by creating a single source of data truth. As a leader of budgeting preparation and management software since 1998, Questica partners with public sector organizations to better enable data-driven budgeting and decision-making, while increasing data accuracy, productivity and improving stakeholder trust.



Over 800 local and provincial governments, colleges, universities, K-12 schools, hospitals, healthcare facilities and non-profit organizations have eliminated spreadsheets using our budgeting, performance, transparency and engagement solutions. Across 50 states, and 12 provinces and territories, we’ve engineered custom budget solutions for public sector customers which seamlessly integrate with existing financial and other systems.

WHY CLIENTS CHOOSE US

We have an unmatched track record of success in implementing our solutions for government organizations and we stand firm in our ‘getting it done right the first time’ mission. We’ve integrated highly scalable solutions for public sector entities managing budgets of a few million, and other organizations multi-billion-dollar annual spending plans. Our team is comprised of technology experts, budget professionals and business specialists. We are passionate and friendly collaborators who enjoy teaming with our customers to find the right solution to meet their needs.



KEY BENEFITS OF QUESTICA



CLOUD-BASED

Questica Budget Suite is a cloud-based solution hosted on Questica's secure Microsoft Azure server. Cloud-based solutions enable clients to access their budget data online at any time and from any location. Hosting on single tenant architecture means your budget data is isolated from other clients', with the flexibility to choose when to upgrade to new versions of the product.

COLLABORATIVE

Budgeting is a people-centric process that requires communication and teamwork. The Questica Budget Suite is a collaborative platform that allows your budget managers to work with departments to prepare and manage budgets efficiently. We streamline budget access for financial and non-financial contributors; the result improves communication and expedites decision-making. This is particularly important if staff work remotely.



FUNCTIONALITY

Questica Budget is feature-rich and provides powerful functionality for greater control and visibility into budgets. With the tools to calculate, analyze, forecast, report on, and develop what-if scenarios for budgets, users gain deeper financial insights while creating budgets that last. With seamless integration for flow of data to the existing ERP, users can build budgets based on accurate, real-time financial information.

CONFIGURABILITY

Configurability means fewer requirements for customization. This will save time, resources, and complexity both in the initial implementation, and through ongoing use as upgrades and enhancements are released. The bottom line is a significantly lower cost of ownership over your lifetime use of our product.



FLEXIBILITY

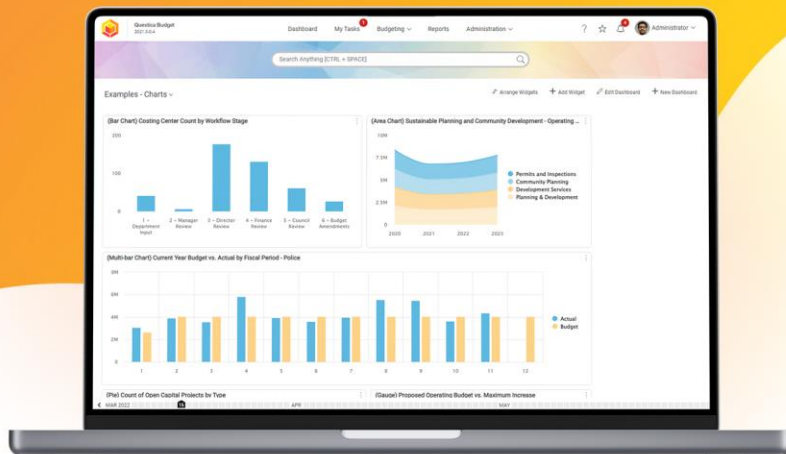
COVID-19 continues to challenge communities, heightening the need for local governments to make decisions quickly and accurately. Our product offers the capacity for multiple scenario models, for governments preparing for the future, and pivoting as plans change. When your plans shift, you don't want to be limited by manual data entry, spreadsheets, or an inflexible legacy system. Questica Budget adapts with you, adjusting to your new budget trajectory to reallocate funds or evaluate potential cost savings.

INNOVATION

Innovation at Questica is driven by feedback on existing product features, and the anticipated need for new features that accommodate new challenges. Questica's product strategy is based on feedback from our clients, all public sector organizations, and serves as a guiding star that directs our focus. From user forums to early adopter groups, Questica clients are with us every step of the way as we develop new features or improve the functionality of our product Suite.



QUESTICA BUDGET



OVERVIEW

The Questica Budget Suite is an end-to-end budgeting system that will help you manage the budgeting process with greater efficiency and accuracy. We are confident that our budget system is the right application for your needs, providing powerful features that support ongoing budget development and reveal key budget insights that may have been hidden in a spreadsheet.

OPERATING MODULE

Questica Budget is designed for non-finance department and non-technical users to prepare and maintain their budgets directly in the system. Budgets can be categorized on an organizational basis where cost centers roll-up into their respective departments and divisions and can also be categorized on a fund basis where cost centers roll-up into their particular funds and fund categories. Cost centers can easily be moved from one department and division to another, as well as from one fund to the next. Additional hierarchical structures can be configured as needed.

2021 - 2861 - Pump Station 1 Main (Active)											
Account Summary											
	2019 Actual	2019 Budge.	2019 Variance	2020 Actual	2020 Budge.	2020 Variance	2021 Actual	2021 Variance	2021	2022	2023
GL Account	1,403.33			1,403.29	981.87	981.87			47,000.00	47,000.00	47,948.00
GL Account Type Revenue											
3056 - User Fees - Drainage	1,403.33			1,403.29	981.87	981.87					
3274 - Miscellaneous Fees									47,000.00	47,000.00	47,948.00
3923 - Financial Stability Reserve											
GL Account Type Expenses	(1,952,272.31)	(1,838,691.45)	(113,580.86)	(1,309,765.26)	(2,201,314.77)	891,549.51	2,183,495.47	(2,183,495.47)	(2,081,138.43)		
4103 - Benefits	351,133.55	30,000.00	321,133.55	332,168.64	349,249.77	(17,181.13)	(393,230.96)	349,230.96	402,363.16		
4008 - Salaries - Pump Technician	1,554,452.85	1,511,482.45	42,970.40	1,472,129.66	1,545,241.00	(73,111.34)	(1,330,178.41)	1,330,178.41	1,386,464.92		
4024 - Retirements	3,200.00		3,200.00								
9211 - WQ Regular Time	113.93		113.93	148.38		148.38					
9201 - WQ Outside Purchases	6.70		6.70	35,043.27		35,043.27					
9111 - WQ Inside Equipment Rentals	3.04		3.04	117.27		117.27					
4070 - Overtime	8.12		8.12	86.39		86.39					
4014 - Salaries - Outside							(6,492.70)	6,492.70	6,655.67		
4116 - Conferences/Travel							(70,000.00)	70,000.00	12,000.00		
4354 - Cable							(1,340.00)	1,340.00	1,344.80		
4366 - Water							(700.00)	700.00	714.00		
4072 - Insurance							(140,000.00)	140,000.00	110,174.00		
4025 - Repairs and Maintenance							(102,570.00)	102,570.00	10,921.40		
9211 - WQ Inventory Purchases				9.72		9.72					
9024 - Wash Order Reservations				(68,846.26)		(68,846.26)					
4024 - Recovery	(1,190.00)		(1,190.00)	(27,727.05)		(27,727.05)					
4014 - Miscellaneous	348.27	2,000.00	(1,651.73)	116.47	2,000.00	(1,883.53)		2,000.00	2,040.00		
4364 - Telecommunications	702.80	4,000.00	(3,297.20)	833.20	4,700.00	(4,866.80)		6,754.00	6,929.00		
4154 - Recovery - HCB	(4,591.51)		(4,591.51)	(6,612.42)		(6,612.42)					
4024 - Laundry	373.21	6,000.00	(5,626.79)	306.66	6,000.00	(5,693.34)		6,000.00	6,100.00		

Sample Costing Center Information

Role-based security ensures that users have streamlined access to only the data and functions that they need. Cost center information can be maintained, and comments, notes, and attachments (e.g., scans, documents, or links) may be added to the budget or even to the detailed line items. Budgets can be managed at a monthly, quarterly, annual, or biennial basis. Grids are configurable and may consist of historical years, current year, and future forecast years.

PERSONNEL PLANNING & BUDGETING MODULE

Questica Budget’s Personnel Planning & Budgeting module performs like a calculator with advanced features, enabling accurate modeling and forecasting all costs associated with positions (filled and vacant) to accommodate the workforce budget. Step or pay increases, cost of living adjustments, new benefits, and other employee-related costs are all accounted for.

Each position is a record of all the information required to calculate base wages, as well as overhead costs such as benefits, allowances, and employer taxes; each is attributed to the appropriate GL Account (object code). Positions paid according to a union contract are assigned a pay grade and step, calculating pay from the pay scale for that contract. Alternatively, a position’s base wage can be entered as a distinct salary value for each position, or as a percentile of the range configured for a selected grade.

Position	Amount	Type	Location
4001	1000.00	Hourly	001
4002	1000.00	Hourly	001
4003	1000.00	Hourly	001
4004	1000.00	Hourly	001
4005	1000.00	Hourly	001
4006	1000.00	Hourly	001
4007	1000.00	Hourly	001
4008	1000.00	Hourly	001
4009	1000.00	Hourly	001
4010	1000.00	Hourly	001
4011	1000.00	Hourly	001
4012	1000.00	Hourly	001
4013	1000.00	Hourly	001
4014	1000.00	Hourly	001
4015	1000.00	Hourly	001
4016	1000.00	Hourly	001
4017	1000.00	Hourly	001
4018	1000.00	Hourly	001
4019	1000.00	Hourly	001
4020	1000.00	Hourly	001

Sample Annual Costing Positions

Description	Total	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
GL Account Type: Expenses / Expenditure	(54,978.09)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)	(4,581.51)
Base Wage	41,321.12	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76	4,126.76
FICA - Social Security (OASDI)	3,070.31	255.86	255.86	255.86	255.86	255.86	255.86	255.86	255.86	255.86	255.86	255.86	255.86
FICA - Medicare	716.06	59.84	59.84	59.84	59.84	59.84	59.84	59.84	59.84	59.84	59.84	59.84	59.84
Workers' Compensation	1,411.35	117.61	117.61	117.61	117.61	117.61	117.61	117.61	117.61	117.61	117.61	117.61	117.61
Life Insurance	77.25	6.44	6.44	6.44	6.44	6.44	6.44	6.44	6.44	6.44	6.44	6.44	6.44
Dental and Vision	180.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00

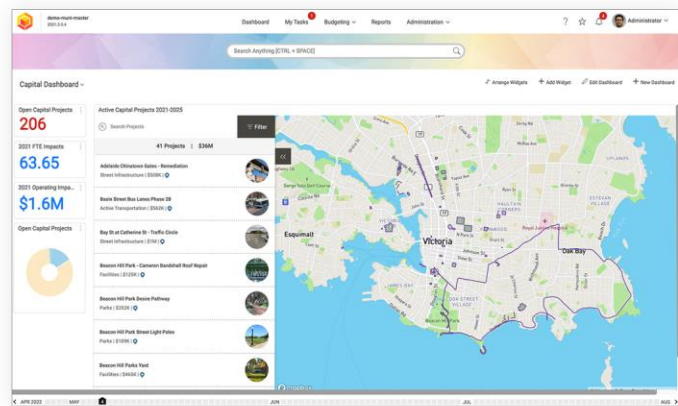
Sample Monthly Costing – Single Position

CAPITAL MODULE

Questica Budget’s Capital module simplifies and centralizes the process of capital budget planning and execution. Users can import prior years’ budget data (actual costs and budget values) into Questica Budget, and create multi-year capital projects where they can identify their expenditures and funding sources, and make adjustments as they prepare their budgets.

Users can construct their capital projects on an annual, quarterly, or monthly basis, enter narrations or explanations for their requests and categorize their projects based on different criteria such as tangible capital assets, fund(s), or project status. Requests get escalated through the configurable workflow system integrated within Questica Budget. Project ranking can also be administered according to user-defined criteria, and multiple project scenarios can be created for each project.

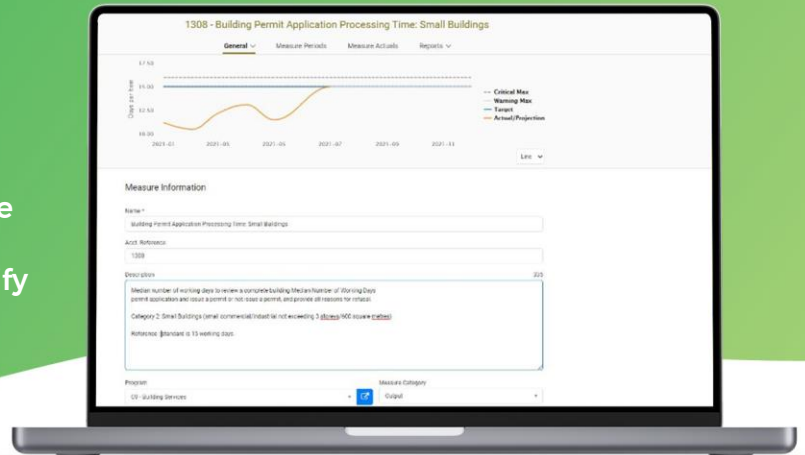
The Capital module also gives the ability to manage budgeting activities related to grant programs of varying complexities. The “type” field on projects is commonly used to indicate that the project is to be treated as a grant.



Sample Capital Improvement Plan Transparency – Interactive Visual Map

PERFORMANCE MODULE

Questica Budget's Performance module allows users to establish objectives and track budget progress toward achieving these objectives over time. Targets can be identified by intended outcome, where warning and critical threshold limits notify users whenever budget performance requires attention.



Sample Performance Dashboard

Measures, whether financial or statistical, may reference existing values already in the system, or may otherwise be manually entered. In either case, these measures can also be calculated based on other measures. They can be consolidated under various programs and can also be incorporated into an Organizational Scorecard. Responsibilities can be established for the various Programs and Measures, inclusive of due date and automated reminders, to facilitate workflow processing.

Questica Budget's Performance module fully integrates with the rest of the Questica Budget Suite and leverages the Questica Dashboard platform. This functionality helps improve performance, encourages innovation within your team, encourages cost-effective practices, and delivers an enhanced level of transparency and accountability.



SPECIAL FEATURES

STATISTICAL LEDGER

The Questica Budget Statistical Ledger allows budget staff to plan and track numbers other than spending dollars (e.g., hours worked, number of clients, resource utilization).

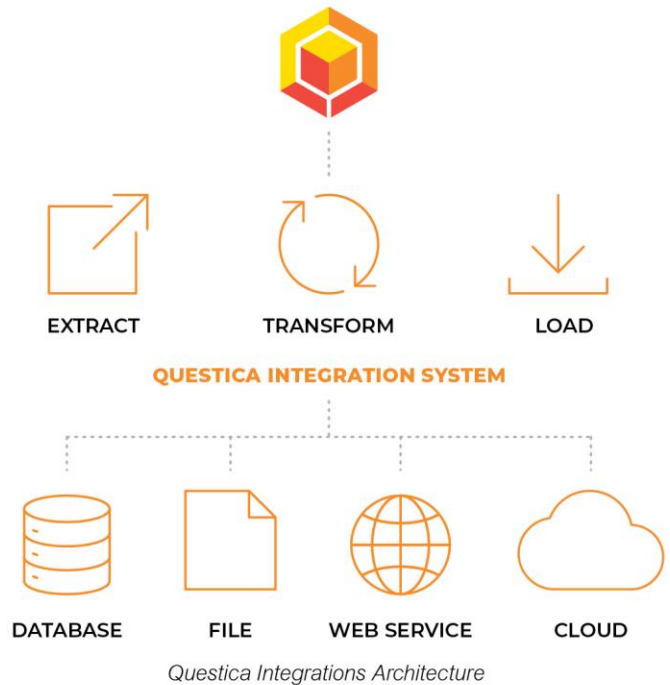
Staff can create a budget for any numeric data and work with it very much like financial budgets. This can be very useful for planning and tracking activities and outputs, and the data can be used as a guideline for building budgets. Statistical Ledger data can also be a component of a performance measurement plan.

QUESTICA INTEGRATION SYSTEM (QIS)

Questica Budget will integrate with your city's financial system via its proprietary Questica Integration System (QIS). QIS is a specialized, database-independent tool developed to exchange data between Questica Budget and external systems on a scheduled or as-needed basis. QIS also simplifies the integration process and reduces the time required to integrate Questica Budget with other customer systems or data warehouses.

QIS provides a highly configurable framework for importing or exporting budget related or non-financial data with existing and future external data sources, using API (Application Programming Interface) and ETL (Extract, Transform and Load) integration methods to ensure the budgeting solution always reflects updated data.

The diagram on the right illustrates the Qestica Integration System. The Qestica Budget application is represented by the symbol at the top, with the QIS system in the middle, and various customer systems on the bottom. When data is being extracted from an external system and moved to Qestica Budget, data would be moving from the bottom to the top of the diagram. On the other hand, when extracting data from Qestica Budget to insert into an external system, data moves from the top to bottom.



The process can be scheduled or run on-demand by an authorized Qestica user. Monitoring of scheduled integration tasks can be performed in many ways, but the most popular method is exception or failure notification, which can be configured to email one or more people. As detailed below, implementations can include three distinct interface points—two on the financial side and one on the HR/personnel side, and sometimes a fourth:

Actual cost integration	Actual costs are automatically imported into Qestica Budget from the Financial System. This can be set up to occur at a variety of timeframes, but most often this automated process of copying the actual costs from the Financial System into the Qestica Budget system occurs on a nightly basis. This allows users to see Budget vs. Actuals that are no more than 24 hours old.
Movement upon approval	When the budget is approved/adopted, it is typically moved from Qestica Budget into the Financial System, the system of record.
Salary sync	The process for loading HR/payroll data into the Qestica Budget system is via our 'Salaries Synchronization Tool'. This provides a mechanism to populate our salary and benefit engine with data from the city's HR records system. The integration can be run on demand, whenever updated personnel data is needed in the budget system.
Budget adjustments (if required)	As adjustments are made throughout the year (e.g., transfers, new budget requests, etc.), these changes can also be synchronized between Qestica Budget and the Financial System so that budget revisions are always current in both systems.

ALLOCATIONS

The Allocations tool within Qestica Budget allows dollars to be moved throughout the Operating and Capital budget in a structured and balanced fashion. The functionality supports complex arrangements of allocations between many budget elements.

An employee's cost may, for example, be split between multiple programs or cost centers, or Internal Service Provider budgets can be managed. In the latter example, an IT budget that is developed in detail like any other costing center may get allocated to other budget elements, perhaps using a cost driver such as 'number of computers' as the distribution basis. Once the allocation has been run, each recipient Costing Center will have a Destination Budget Line representing a portion of IT expenses, and the IT Costing Center budget will subsequently have a Recovery Budget Line that effectively zeroes out their allocated budget.

ADVANCED CALCULATION ENGINE (ACE)

Questica Budget's Advanced Calculation Engine is a powerful feature that brings familiar Excel functions into Questica Budget and allows users to create reusable calculation packages/models. The tool is simple to use and is designed to keep users working inside Questica Budget.

In addition to containing familiar Excel functions, there are also budget-specific functions documented in an integrated library, enabling users to reference data based on its qualities rather than by specific location. For example, a function can be performed on the budget values for a particular account code or using the actuals from a certain statistical account. Functions can also be period-based, enabling the option to reference data from past months or years, or reference a range of data such as the average from the past three years for a given month or quarter.

CHANGE REQUESTS/DECISION PACKAGES

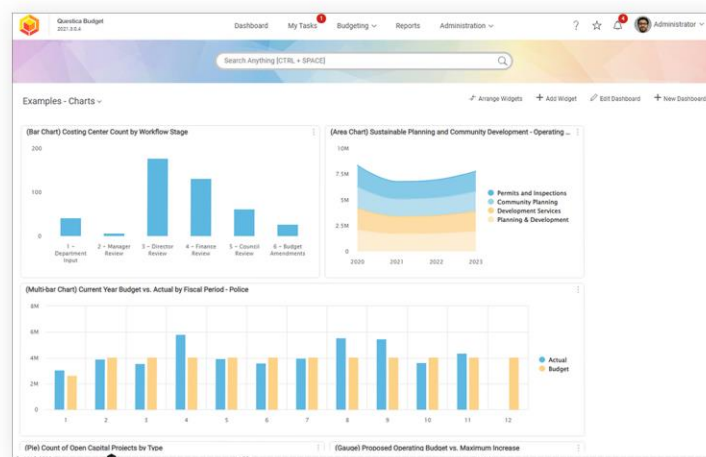
Questica Budget's Change Requests feature, also referred to as Budget Adjustments, Budget Modifications or Decision Packages, allow authorized users to process pre- and post-approval budget changes, both one-time and recurring, using a controlled process and workflow-based approval. These requests can be created individually, or they can be bundled together and treated apart from the general budget with their own dedicated approval process. Questica Budget does this in a controlled environment so that users can only submit, change, and see budget requests that are appropriate for them.

ADVANCED SEARCHES

Questica Budget's Advanced Search function is an intuitive user-facing feature that allows non-technical users to compose detailed searches using a variety of comparators and the ability to infinitely nest AND/OR groupings. Essentially, the Advanced Search functionality allows authorized users to perform sophisticated and highly dynamic data analytics and ad-hoc queries based on multiple dimensions, including specific criteria or descriptive words. This robust and powerful tool allows complex queries to be easily built up—one line at a time.

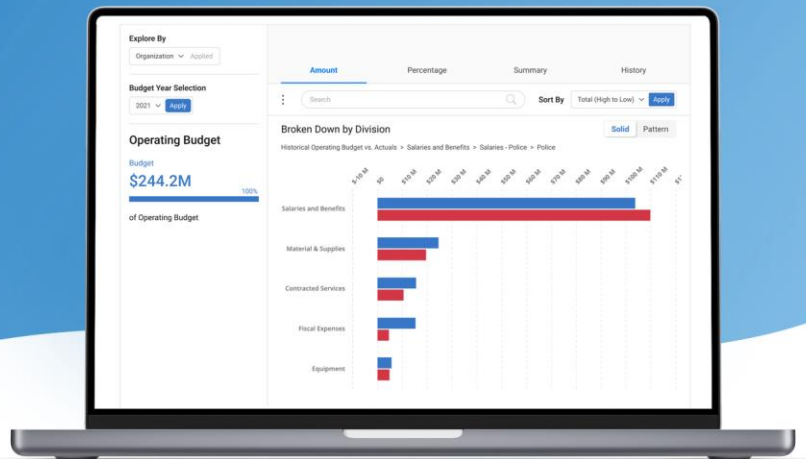
REPORTING AND DASHBOARDS

Questica Budget's reporting and analytics capabilities are delivered as part of its core software feature set. The system includes pre-built ad-hoc data views (i.e., queries), advanced "smart reports" that combine rows and columns of numbers with graphics (e.g., pie chart), 80+ pre-built ready-to-use reports, each with a variety of input selections, and pre-built dashboards with rich interactive visualizations of information that can be utilized to create actionable at-a-glance displays—all of which include data security to ensure users only see what they're allowed to see. Standard reports leverage Microsoft's SQL Server Reporting Services (SSRS) and can be copied and modified by budget staff without requiring programming skills.



Sample Full-Featured Dashboard

OPENBOOK TRANSPARENCY AND DATA VISUALIZATIONS



OpenBook - Sample Operating Budget: Interactive Chart

Questica Budget's OpenBook tool fosters transparency for public agencies, enabling the information to be visualized in an array of charts, tables, bars, graphs, and GIS mapping for Capital planning. Like all Questica tools, OpenBook is intuitive and easy-to-learn. With descriptive text, informational pop-ups, filtering and sorting capabilities, diving in and discovering information is made easy for all stakeholders.

OPENBOOK CUSTOMER EXAMPLES

Select a logo to visit our customers' OpenBook websites.



HENDERSON



SEE OUR SOFTWARE SOLUTIONS IN ACTION

Learn how Questica and our software solutions can help your organization today. Our team will reach out to determine how we can help you increase efficiencies for your budgeting process.

GOVERNMENT PROCUREMENT OPTIONS

Today's modern governments have recognized the traditional methods of procuring software through Request for Proposal are expensive, time consuming, and often very limiting in scope. An increasing number of customers have contracted with Questica utilizing the methods outlined below.

1. *Take advantage of contract vehicles and cooperative purchasing agreements.* Contract vehicles are commonly relied upon as the most efficient way for governments to buy goods and services. Questica is listed on many cooperative purchasing contracts, such as DIR, Carahsoft, SHI, NASPO, BuyBoard, Sourcwell, and Omnia. These contracts include several vendors and were established via a competitive bidding process, much like an RFP cycle.
2. *"Sole source."* This method refers to opportunities where Questica is the only provider able to deliver the set of solutions that a government entity is looking for. This can justify the avoidance of an RFP, since there are simply no other vendors in the market who can deliver the necessary goods or services.
3. *Piggyback contracts:* To satisfy procurement policy, many Questica customers choose to piggyback from contracts already vetted by a competitive RFP process of similar size and scope. For example, The City of Spokane utilized a piggyback agreement (i.e., cooperative agreement statement) with City of Seattle to purchase Questica. Questica is open to helping The [Org Type] explore best fit piggyback options with current customers.
4. *Emergency Funding:* State and local governments need the right tools to remain flexible and make critical data driven decisions. Several Questica customers, such as Imperial County, CA have invoked emergency purchasing measures to fund the purchase of Questica. The funding from the American Rescue Plan Act provides an opportunity for state and local governments to purchase new technology in support of expanding services to citizens and improving responsiveness.

Specifically, sections 602(c)(1)(C) and 603(c)(1)(C) of the Act provide recipients with broad latitude to use the Fiscal Recovery Funds for the provision of government services. Questica Budget now includes a built-in calculator which automates the lost revenue calculation formula as outlined in the guidance. Included below is sample verbiage that the City could utilize to justify purchase of Questica Budget using ARPA funds.

American Rescue Plan Justification

- ◆ Whereas COVID-19 and the required response by the (name of local government) had a significant impact on the budget of (name of local government), and
- ◆ Whereas: expenditures for essential public health and safety workers were higher than budgeted to ensure public health welfare and safety concerns; and
- ◆ Whereas: remote work of non-essential (name of local government) staff resulting from stay-at-home orders and legislated social distancing in the workplace revealed the need for upgrading IT software and infrastructure; and
- ◆ Whereas: ____ (name revenue source; e.g. sales tax, hotel tax, etc.) revenues in the (insert most full fiscal year) were reduced due to the economic impact of COVID-19 causing a budgeting shortfall, and
- ◆ Whereas: the (name of local government) needs to procure budgeting and performance management software that will enhance its ability to respond to the COVID-19 emergency and
- ◆ Whereas: the budgeting and performance management software will increase efficiency, improve constituent services, and enable remote work, and
- ◆ Whereas: the revenues to procure such software are not available due to the economic impacts of COVID-19 on the (name of local government) revenues.
- ◆ Now therefore be it resolved that the (name of local government) hereby declare that the use of American Rescue Plan Act funds in the amount of \$_____ be used to procure....

Should this method be the preferred procurement option, we are more than happy to facilitate reference conversation.



Questica Budget Price Quote

Prepared for:

The City of Marshall, MN
E.J Moberg
Director of Administrative Services

March 22, 2023

Prepared by:
Trish Kendall
Questica Ltd.

This proposal is subject to a review of your Chart of Accounts and a review of the Scope of Work.



QUESTICA BUDGET PRICE QUOTE

Quotation ID#: City of Marshall – 032223

Description	Qty.	Total
Questica Budget Framework - All Modules		\$19,500.00
Operating License Seats	Unlimited	
Personnel Planning & Budgeting License Seats	Unlimited	
Capital License Seats	Unlimited	
Unlimited Read-Only Licenses	Included	
Performance Measures	Included	
Allocations	Included	
Statistical Ledger	Included	
OpenBook Transparency	Included	
Year 1 SaaS Discount		(\$4,875.00)
Questica Annual Software Subscription (including software, maintenance, support, and hosting)		\$14,625.00
Professional Services (Per Scope of Work)		
Planning & Analysis	Included	
Installation	Included	
Data Load & Verify	Included	
Accounting Integration	Included	
Training	Included	
Project Management	Included	
OpenBook Professional Services	Included	
Total Questica Professional Services: (one-time fee)		\$10,000.00
GRAND TOTAL (Year 1)		\$24,625.00

PRICING NOTES

Quotation ID#: City of Marshall - 032223

Pricing valid through: March 31, 2023

- ◆ Questica annual subscription is based on a 5-year term
- ◆ Questica annual subscription has been discounted to \$14,625 in year 1
- ◆ Questica will apply a 5% inflationary increase beginning in year 2

Questica Annual Fees

- Year 1 is \$24,625.00 (SaaS and Professional Services)
- Year 2 is \$20,475.00 (includes 5% increase)
- Year 3 is \$21,498.75 (includes 5% increase)
- Year 4 is \$22,573.69 (includes 5% increase)
- Year 5 is \$23,702.37 (includes 5% increase)
- Total 5 Year contract is \$112,874.81.

Above pricing in US dollars. Applicable Taxes Extra. Pricing is not applicable in response to a formal RFP Process.

Terms of Payment

- ◆ **Software:**
 - 100% upon Contract Effective Date (Net 30)
 - Year 2 due 365 days from Contract Effective Date and annually thereafter
- ◆ **Professional Services:**
 - Due 100% upon Contract Effective Date (Net 30)

SUMMARY

Questica greatly appreciates the City of Marshall's interest in learning more about our Company and our software. As stated, we welcome an opportunity to leverage our more than 25 years of success in public sector budgeting, to help the City improve the efficiency and effectiveness of its budgeting process and to provide a technology solution that optimizes and supports the budget formulation and management cycle.

We are happy to address questions and engage in more detailed conversation to showcase how our software fits your requirements, our implementation approach, and the support our company provides. I would also be happy to facilitate introductions to current clients and would encourage you to connect with your peers to understand why they decided to partner with Questica - the most trusted solution for government organizations.



QUESTICA SOFTWARE SUBSCRIPTION AGREEMENT

This **SOFTWARE SUBSCRIPTION AGREEMENT** (the “**Agreement**”) is made March 31, 2023 (the “**Effective Date**”) by and between QUESTICA LTD., a corporation incorporated under the laws of the State of Delaware (“**Questica**”) and CITY OF MARSHALL, MN, including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the “**Subscriber**”).

1. DEFINITIONS

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs.

“**Order Form**” means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us from time to time, including addenda and supplements thereto.

“**Services**” means the products and services that are ordered by You or Your Affiliates under an Order Form and made available by Us online.

“**User Guide**” means the on-line users guide for the Services, made available on-line.

“**Users**” means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You, (or by Us at your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

“**We,**” “**Us,**” “**Our,**” “**Questica Inc.,**” “**Questica LTD.**” or “**Questica**” means the company or entity providing the Services in the Agreement

“**You,**” “**Your,**” “**Subscriber**” means the company or other legal entity for which you are accepting the Agreement and Affiliates of that company or entity.

“**Your Data**” means all electronic data or information submitted by You to the Services, including but not limited to any data, content (including user content), information and files.

2. PROVISION OF SERVICES

2.1 Terms of Service. Terms, provisions, or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services (or software) by Questica will have no effect on the rights, duties, or obligations of the parties hereunder, regardless of any failure of Questica to object to such terms, provisions, or conditions.

2.2 Provision of Services. We shall make the Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.3 User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same price as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the

additional User subscriptions are added and (iii) the added User subscriptions shall terminate on the same day as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one user but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

2.4 Hosting, Product Maintenance and Support. For the first year of this Agreement, upon paying the Subscription Fee and for each year thereafter, provided that Subscriber continues to pay the Subscription Fees in accordance with the fees set out in Appendix A, Questica shall provide Hosting, Maintenance and Technical Support Services for the software as outlined in Appendix B, if the Subscriber is not otherwise in breach of the provisions of this Agreement.

2.5 Implementation Services. Questica shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix C, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Questica, the obligation to provide professional services to the Subscriber expires the earlier of:

- 1) completion of the services described in the SOW
- 2) 12 months from the effective date of the relevant Order Form.

2.6 Acceptance of Custom Work. Within fifteen (15) business days from the delivery of each individual Custom Work, the Customer/Subscriber shall, in its sole discretion, review the Product Customization and notify Questica whether it finds the Customizations satisfactory or unsatisfactory. If its determined that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Subscriber's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Subscriber finally declares the Customizations satisfactory. In the absence of a written response within 15 Business Days after the delivery of the Customizations or once the Subscriber has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.

3. USE OF THE SERVICES

3.1 Our Responsibilities. We shall: (i) provide Our basic support for the Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours' notice via the Services and which We shall schedule to the extent practicable during the weekend hours from 9:00 pm Friday to 6:00 am Monday Eastern Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet services provider failure or delays, or denial of service attacks, and (iii) provide the Services only in accordance with applicable laws and government regulations.

3.2 Our Protection of Your Data. We shall maintain reasonable administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters. In the event of a data breach of Questica's servers, data centers, network, or other supporting infrastructure maintained by Questica ("Questica Data Breach"), Questica shall indemnify and hold harmless Subscriber from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Subscriber in the United States by a third party which alleges harm caused by a Questica Data Breach, provided that Questica shall have the right to select counsel in such proceedings and control such proceedings. Questica shall also bear all costs incurred by either party for compliance with data breach notification laws or other regulations, federal or state, requiring an action in response to a data breach should a Questica Data Breach occur. Notwithstanding the foregoing, Questica shall have no liability under this indemnity unless Subscriber cooperates with and assists Questica in any such proceedings and gives Questica written notice of any claim hereunder within fourteen (14) days of receiving it.

3.3 Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit material in violation of third-party privacy rights, except in instances when state data law requires storage or

production of the material, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4. FEES AND PAYMENTS FOR SERVICES

4.1 Fees. You shall pay all fees specified in all Order Forms as set out in Appendix A. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for the full monthly period and the monthly periods remaining in the subscription term.

4.2 Invoicing and Payment. You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

4.3 Overdue Charges. If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment)

4.4 Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days prior notice that Your account is overdue, in accordance with Section 11.1 (Manner of Giving Notice), before suspending services to You.

4.5 Payments and Disputes. We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

4.6 Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

4.7 Travel Costs. Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized by You, Questica's standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost after Questica provides written documentation of costs to You. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.

5. PROPRIETARY RIGHTS

5.1 Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2 Restrictions. You shall not (i) permit any third-party to access the Services except as permitted herein or in an Order Form (ii) create derivative works based on the Services except as contained herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

- 5.3 Your Applications and Code.** If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.
- 5.4 Your Data.** Subject to the limited rights granted to You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.
- 5.5 Suggestions.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services. We may additionally develop, modify, improve, support, and operate Our Services based on Your use, as applicable, of any Services.

6. CONFIDENTIALITY

- 6.1 Definition of Confidential Information.** As used herein, unless otherwise determined to be public data pursuant to state statute or other law, “**Confidential Information**” means all confidential information disclosed by a party (“**Disclosing Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) is deemed public data under state or other law; or (v) was independently developed by the Receiving Party.
- 6.2 Protection of Confidential Information.** The Receiving party shall use the same degree of care that uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, unless otherwise required to be disclosed pursuant to state or other law, or (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Except when required to do so by state or other law, neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party’s prior written consent.
- 6.3 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted). If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding or otherwise to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to such Confidential Information.

7. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

- 7.1 Our Warranties.** We represent and warrant that (i) We have validly entered into this Agreement and have the legal authority to do so, (ii) the Services shall perform materially in accordance with the User Guide, (iii) the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided you are not in breach of this subsection (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.
- 7.2 Your Warranties.** You represent and warrant that (i) You have validly entered into this Agreement and have the legal authority to do so; (ii) You will use the Services in accordance with applicable laws; and (ii) You have all necessary rights to use and upload any Data for use with the Services.

7.3 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. MUTUAL INDEMNIFICATION

8.1 **Indemnification by Us.** We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates any Canadian or United States' registered patents, copyrights or trade-mark rights of a third party (a "**Claim Against You**"), and shall indemnify You for any damages, legal fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) Give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim against You, or if we reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to you (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

8.2 **Indemnification by You.** Subject to municipal tort liability in Chapter 466 of the Minnesota Statutes and without waiving it, You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "**Claim Against Us**"), and shall indemnify Us for any damages, legal fees and costs finally awarded against us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

8.3 **Exclusive Remedy.** This Section 8 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for the toype of claim described in this Section 8.

9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** NEITHER PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LIMITS OF AVAILABLE INSURANCE UNDER QUESTICA'S POLICIES. ~~THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER.~~ THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT FOR SERVICES).

9.2 **Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. TERM AND TERMINATION

- 10.1 Term of Agreement.** This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.
- 10.2 Term of Purchased User Subscriptions.** User subscriptions purchased by You commence on the effective date of this Agreement and continue for 5 years. Additional user subscriptions will be prorated from the applicable order date through the remainder of the 5-year term. All user subscriptions shall automatically renew for additional one-year at the end of the then current term, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% of the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.
- 10.3 Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 10.4 Termination for Convenience.** Either party may terminate this Agreement without cause by giving sixty (60) days advance written notice to the other of its election to terminate this Agreement pursuant to this provision. In the event of such termination by Subscriber, Subscriber agrees to pay a SaaS Recovery Amount equivalent to 50% of the Subscription fees for the remainder of the initial term of the Agreement.
- 10.5 Refund or Payment upon Termination.** Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any fees which We had invoiced to You, but had remained unpaid covering the remainder of the term of all Order Forms agreed to as payable by the Parties. In no event shall any termination relieve You of the obligation to pay any invoiced fees payable to Us for the period prior to the effective date of termination.
- 10.6 Return of Your Data.** Upon request made by You within 30 days after termination of a Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.
- 10.7 Surviving Provisions.** Section 4 (Fees and Payment for Services), 5 (Proprietary Rights), 6 (Confidentiality), 7.3 (Disclaimer), 8 (Mutual Indemnification), 9 (Limitation of Liability), 10.5 (Refund or Payment upon Termination), 10.6 (Return of Your Data), 10.7 (Surviving Provisions), 11 (Notices, Governing Law, Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of the Agreement.

11. NOTICES, GOVERNING LAW AND JURISDICTION

- 11.1 Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, (iv) the first business day after sending by email (provided that email shall not be sufficient for notices of termination or an indemnifiable claim) Billing- related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.
- 11.2 Dispute Resolution/Arbitration.** In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties' project managers shall use every reasonable effort to resolve such dispute in good faith within 10 Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a "**Business Day**" means a day other than a Saturday, Sunday, or statutory holiday in Ontario.

Escalation Level	Questica Management Level	Subscriber Management Level	Period of Resolution Efforts
First Level	Project Manager	Project Manager	10 Business Days
Second Level	Customer Success Director	Finance Department Manager	10 Business Days
Third Level	VP, Professional Services	Director of Finance or Treasurer	10 Business Days

If the parties fail to resolve the dispute within 30 days, then the parties agree first to try in good faith to settle the dispute by mediation under mutually agreed upon rules conducted in Marshall, Minnesota, before resorting to arbitration, litigation, or some other dispute resolution procedure.

(a) Arbitration. The parties may mutually agree in writing to resolve a demand, claim or controversy arising out of or relating to this Agreement, (including, but not limited to, fees or costs, breach of contract, or tort claims), by binding arbitration conducted in Marshall, Minnesota and in accordance with mutually agreed upon rules, and judgment upon the award rendered by the arbitrator may be entered in any court or tribunal having jurisdiction thereof. Either party may request arbitration by filing a written request for arbitration with the other party. If the parties agree to arbitrate, they will mutually agree on the selection of one arbitrator and will share equally in the costs. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by law, court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys and advisors.

(b) In the event of any action or proceeding (including arbitration) brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable legal fees arising from such action or proceeding.

11.3 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Minnesota and the federal laws of the United States of America without regard to the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Subject to Section 11.2 above, the parties attorn to the exclusive jurisdiction of the courts of Minnesota in respect of this Agreement.

11.4 Reserved.

12. GENERAL PROVISIONS

12.1 Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.2 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.4 Export Compliance. The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States, Canada and other jurisdictions. Each party represents that it is not named on any US or Canadian government denied-party list. You shall not permit Users to access or use Services in a US or Canada embargoed country or in violation of any US or Canadian export law or regulation.

12.5 Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

12.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.7 Reserved

- 12.8 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 12.9 Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.
- 12.10 Cooperative Statement.** Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided both parties agree to do so.
- 12.11 Authorized reseller status; Option to purchase affiliate products.** Questica is a subsidiary of GTY Technology Holdings Inc. ("GTY") and an authorized reseller of products and services produced and provided by other subsidiaries of GTY (such subsidiaries, "Questica Affiliates"). These products and services include software-as-a-service technology for the procurement and vendor supplier sourcing industry, digital services and payment technology through a software-as-a-service platform, software solutions for grants management and indirect cost reimbursement and related implementation and consulting services, software tools to streamline permitting and licensing services, and additional web-based budgeting preparation, performance, management and data visualization solutions ("Affiliate Products"). Questica Affiliates include Bonfire Interactive Ltd., Bonfire Interactive US Ltd., eCivis Inc., CityBase, Inc., Open Counter Enterprise Inc. and Sherpa Government Solutions LLC. In addition to the products and services that are the subject of this Agreement, Subscriber has the option to purchase from either Questica, as an authorized reseller, or Questica Affiliates, Affiliate Products on terms and conditions, including pricing, to be agreed upon in writing by Subscriber and Questica or Subscriber and the applicable Questica Affiliate.
- 12.12 Media Releases.** Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party, except as allowed under state or federal law. Notwithstanding the foregoing, We may use the Your name and identify You as a Questica client in advertising, marketing materials, press releases and similar materials.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

CITY OF MARSHALL

QUESTICA LTD.

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

I have authority to bind the organization

I have authority to bind the organization

QUESTICA BUDGET PRICE QUOTE

Quotation ID#: City of Marshall – 030323

Description	Qty.	Total
Questica Budget Framework – All Modules		\$19,500.00
Operating License Seats	Unlimited	
Personnel Planning & Budgeting License Seats	Unlimited	
Capital License Seats	Unlimited	
Unlimited Read-Only Licenses	Included	
Performance Measures	Included	
Allocations	Included	
Statistical Ledger	Included	
OpenBook Transparency	Included	
Year 1 SaaS Discount		<i>(\$4,875.00)</i>
Questica Annual Software Subscription (including software, maintenance, support, and hosting)		\$14,625.00
Professional Services (Per Scope of Work)		
Planning & Analysis	Included	
Installation	Included	
Data Load & Verify	Included	
Accounting Integration	Included	
Training	Included	
Project Management	Included	
OpenBook Professional Services	Included	
Total Questica Professional Services: (one-time fee)		\$10,000.00
GRAND TOTAL (Year 1)		\$24,625.00

PRICING NOTES

Quotation ID#: City of Marshall – 030323

Pricing valid through: March 31, 2023

- ◆ Questica annual subscription is based on a 5-year term
- ◆ Questica annual subscription has been discounted to \$14,625 in year 1
- ◆ Questica will apply a 5% inflationary increase beginning in year 2

Questica Annual Fees

- Year 1 is \$24,625.00 (SaaS and Professional Services)
- Year 2 is \$20,475.00 (includes 5% increase)
- Year 3 is \$21,498.75 (includes 5% increase)
- Year 4 is \$22,573.69 (includes 5% increase)
- Year 5 is \$23,702.37 (includes 5% increase)
- Total 5 Year contract is \$112,874.81.

Above pricing in US dollars. Applicable Taxes Extra. Pricing is not applicable in response to a formal RFP Process.

Terms of Payment

- ◆ **Software:**
 - 100% upon Contract Effective Date (Net 30)
 - Year 2 due 365 days from Contract Effective Date and annually thereafter
- ◆ **Professional Services:**
 - Due 100% upon Contract Effective Date (Net 30)

Additional Professional Services are available upon request at Questica's then current hourly rate, currently set at \$250/hr.

APPENDIX B – Hosting, Maintenance and Technical Support Services

(A) **Hosting Services.** Questica shall provide technical support and the associated hardware infrastructure to maintain the various Questica databases in a hosted environment. This includes performance tuning, database backups, disaster recovery availability, applying software upgrades and patches at the direction of the Subscriber, performing 24X7 server monitoring. Hosting Services do not include:

- I. Testing customizations during an upgrade
- II. Restoring a database backup required because of a Subscriber error
- III. Migrating data or reports among instances (example: from training or testing to production)

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Hosting Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical support relating to the Hosting Services is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee. Questica will provide an initial response to all properly submitted support requests within two (2) business hours of initial submission.

(B) **Product Maintenance.** On an as-available basis, Questica will provide enhancements, modifications or upgrades to the Software as Questica may from time to time make available to its Subscribers generally ("**Updates**") but excluding any New Product (a "**New Product**" being a solution which, in Questica's determination and subject to general industry standards, does not replace the Software licensed hereunder.) Updates do not include:

- I. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms
- II. New applications
- III. Services associated with the application or installation of Updates

If requested, Questica will provide assistance in the testing of any site-specific customizations. Questica will provide a quote for any required rework associated with customizations resulting from the upgrade.

(C) **Technical Support Services.** Questica will provide phone and e-mail based technical support of a reasonable nature as described herein. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the original intent and design of the software. Technical Support Services include the support of Questica supplied integrations that have not been modified by the Subscriber. Each Technical Support Service incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the Software. Technical Support Service does not include:

- I. Custom programming services;
- II. On-site support;
- III. Subscriber developed interfaces, API interactions, or customizations;
- IV. Subscriber developed reports;
- V. End-User training or re-training;
- VI. Subscriber hardware or network issues;
- VII. Correction of data issues derived from user error or Software misuse;
- VIII. Changes to Questica developed custom reports or Permitted Customizations (including Questica supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests;

- IX. Corrections to Questica developed custom reports or Permitted Customizations beyond six (6) months from the date of delivery (the upgrade protection period); and
- X. Changes to integration functionality made necessary due to Subscriber server modifications/replacement, or changes by upgrades or changes to the integrated financial system software or hardware.

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Technical Support Services and/or Product Maintenance Services provided and provide Subscriber reasonable notice of modifications or changes.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical Support Service is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee.

System Hosting

Server

Production & Test Instances of Questica Budget

Questica will install a production instance of Questica Budget in a cloud hosted environment, as per the signed hosting agreement. The implementation will be carried out directly on the “production” system.

A second system, for testing, will be created by copying the production system on request. Questica will service a reasonable number of such copies, at the discretion of the Questica project manager. Questica reserves the right to delete test systems left unused for an extended period of time. In such a case, The Customer may have a test system reinstated when needed, by requesting a copy of the current production system.

Production Instance of OpenBook

Questica will install a single instance of OpenBook in a cloud hosted environment.

Client Software

The Customer will provide user workstation environments as follows:

- Supported web browsers - Internet Explorer 11 or newer, Microsoft Edge, Firefox latest release, Chrome latest release.
- Microsoft .NET Framework 4.6.
- Microsoft Excel® 2007 or newer (required for data export/import).
- Report Builder 3.0 downloaded and installed without charge from Microsoft’s web site for self-serve (“ad hoc”) reporting.

Project Management & Analysis

Questica and The Customer agree that the implementation of Questica Budget is a shared responsibility. Neither Questica nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party. Delays on the part of The Customer, including putting the project on temporary hold or changes in project personnel, may result in a Change Order to cover the cost of restart, rework, rescheduling, and retraining.

Questica Project Lead

Questica will assign a lead analyst/project manager, hereafter referred to as the “PM”, to lead the implementation on Questica's behalf. The PM will carry out most project management, analysis, and configuration activities. They will engage other Questica staff to fulfill deliverables according need.

All work with the Questica PM will be carried out “off-site” and contact will be via email, telephone, video conference, and remote desktop sharing. A SharePoint repository will be provided by Questica for housing project documentation and exchanging data load spreadsheets.

The project management responsibilities of Questica’s PM are as follows:

- a) Coordinate the development of the project timeline with The Customer’s project manager.
- b) Ensure the timely execution of Questica’s deliverables.
- c) Ensure that members of The Customer team are sufficiently educated in the Questica Budget application to understand the implications of design decisions.
- d) Advise The Customer of expected completion dates for “Customer task” identified within this SoW.

- e) Advise The Customer of the impact if any Questica or Customer deliverable is advanced or delayed.
- f) Track and communicate issues through an “issue log”.
- g) Author, and coordinate the approval of, change orders.

The Customer’s Project Lead

The Customer will assign a resource as their project lead. This person may be a project manager or senior member of the budget office/financial team. The role and responsibilities of this resource are as follows:

- a) Act as primary communication point with the Questica PM.
- b) Provide definitive responses to the Questica PM on all decision points.
- c) Ensure the timely execution of The Customer’s deliverables, as identified within this SoW.
- d) Advise the Questica PM of expected completion dates for these tasks.
- e) Ensure that implementation training material is reviewed in a timely manner.
- f) Ensure that all Customer team members have a clear understanding of their roles and responsibilities in the implementation.
- g) Ensure that all Customer team has sufficient understanding of the product and the implementation to make their decisions and complete their deliverables.
- h) Approve (sign-off) on Questica deliverables.
- i) Certify that change orders contain a full specification of the changes required.

The Customer will have access to training materials, such as videos, online in the Questica Academy.

Data Loading

The Customer is encouraged to load the data, under the guidance of the Questica PM and supporting implementation material. This approach is the best means to full understanding in the shortest possible time.

Where the Questica PM needs to load data on The Customer’s behalf (where noted in the *Scope of Implementation Services* below), the data must be provided to Questica in Excel workbooks; and must be “clean”, consistent, and complete. The Questica PM is not responsible for cleaning data, will not load data “piecemeal”, and will not repeatedly load data in order to repair issues and/or add missing information. Further data loads/reloads can be performed by The Customer using the software’s user interface.

Integrations

Integrations are the automation of data exchange between Questica and 3rd party systems. This will use files transferred to/from an SFTP or FTPS server provided by Questica, except where alternatives are explicitly noted as options in the *Scope of Implementation Services* below.

Questica does not offer services to build the 3rd party system end of integrations. The Customer is responsible for creating data sources and destinations within their 3rd party systems, either through their IT team or through their system’s integrator. Alternatively, manual exports and imports are a practical way to transfer data.

Scope of Implementation Services

Limitation of Obligation

The services described in this section must be delivered within 13 weeks contiguous of the initial contract date and will be deemed delivered in full thereafter, with no further obligation by Questica to deliver such services.

Questica Budget Configuration & Shared Components

Function, Feature, or Service	Description	Scope
Initial Data Load of Chart of Account Data	<p>Configuration and data import of the following Questica standard data structures:</p> <ul style="list-style-type: none"> • Division/Department hierarchy. • Fund Categories and Funds. • Account Categories and Expense and Revenue GL Accounts. • Other COA dimensions. <p>Questica will work with the customer to determine the most efficient and effective manner to acquire this data from existing systems.</p>	<p>In scope:</p> <p>All reasonable data required to support a chart of accounts, roll-ups, additional chart categorizations, budgets, and actuals.</p>
Budget Process Configuration	<p>Define and configure the statuses, stages, snapshots, additional fields, forms, grids, and change request types required to support all fundamental budgeting processes.</p> <p>The implementation assumes centralized budgeting and a standard budget development process along the lines of base budget, to department request, through budget office review, and council/board approval.</p> <p><i>The Customer is able to increase the complexity of the budget process beyond this simple model, using the software's user interface, following training.</i></p>	<p>In scope:</p> <p>Questica and The Customer will work cooperatively to define and configure all fundamental budgeting processes.</p>
Application Level Security	<p>Configuration of user accounts and role-based security, modelling a standard "pipeline" budget development and management process.</p> <p><i>The Customer is able to increase the complexity of security beyond this simple model using the software's user interface following training.</i></p>	<p>In scope:</p> <p>It is important that The Customer understands the security configuration. Questica's PM will provide advice, instruction, discuss configuration strategies, and create "template" security roles.</p>
Project Management, Configuration & Analysis	<p>The fixed price cost includes overhead of project management and analysis by the PM during implementation.</p> <p><i>Should implementation project management and consulting be required beyond the scoped period, additional time may be purchased at Questica's standard services rate.</i></p>	<p>In scope:</p> <p>Service provided until all other services are delivered or 13 weeks contiguous from project kick-off, whichever occurs first.</p>

Operating Module

The Operating module is In scope.

Function, Feature, or Service	Description	Scope
Configuration & Initial Data Load		
Questica will work with the customer to determine the most efficient and effective manner to acquire this data from existing systems.		
Import Costing Centers	<p>Configuration and data import of standard Questica Operating data structures. At a minimum, the data will be sufficient to:</p> <ul style="list-style-type: none"> • Create Costing Centers (for each historical and current/future budget year to be loaded). • Add Costing Centers to Departments. • Associate Costing Centers with Funds. • Define Budget Promotion Stages. 	In scope
Import Budgets	<p>Import multiple years of Operating budget:</p> <ul style="list-style-type: none"> • Create dollar budget line items with GL Accounts (or The Customer's equivalent thereof) ... at the Costing Center level. <p>The budgets must be imported in year order from oldest to newest.</p> <p><i>* If budgets change after the initial data load, the client can update it directly within the system.</i></p>	<p>In scope: 2 prior years + current fiscal year budgets</p> <p>The Customer can import additional years at their discretion (there is no system restriction).</p>
Integrations		
Budget Export Integration	<p>Interface to export the adopted budget from Questica into The Customer's general ledger system.</p> <p>Data can be extracted into a text ("CSV") file, an Excel® workbook, or through a RESTful API call to a Questica ad hoc view.</p> <p>The implementation allows for a reasonable number of simple automated transformations such as basic filtering, field concatenation or splitting, flipping revenue signs.</p> <p><i>* If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures) then please discuss adding this for a one-time set-up fee.</i></p>	In scope: 1 point of budget export integration.
Budget Amendments Export Integration	<p>Interface to transfer individual approved amendments to the Operating budget, from Questica Budget to The Customer's general ledger, or the other direction as required.</p> <p>This interface is required only in the case where amendments must be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.</p> <p><i>* If this integration is required, then please discuss adding this for a one-time set-up fee.</i></p>	Not in scope
GL Actuals Import Integration	<p>Interface to copy/import financial Actuals into the Questica Operating module from The Customer's general ledger system. This interface can be automated to run on a schedule.</p>	In scope: 1 point of actuals import integration.

	<p>Data to be imported will need to be in a standard “CSV” formatted file with the following required fields/columns, in the order listed.</p> <ol style="list-style-type: none"> 1. AccountStructure 2. TransactionDate 3. Amount <p>Additional fields/columns may be added, upon the discretion of The Customer, as long as they follow Questica Budget’s format.</p> <p>Actuals can be individual transactions or monthly balance by account structure.</p> <p>The implementation allows for a reasonable number of simple automated transformations such flipping revenue signs or date formats.</p> <p>Transactions will be imported provided that the data element can be unambiguously matched to a pre-existing record (for example costing center, fund and GL account). An exception report is provided for data elements which cannot be matched. The import integrations will not create accounts, or segments of the account, in the case that the account or segment does not already exist in Questica.</p> <p><i>* If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures; or to read the actuals using a Web API) then please discuss adding this for a one-time set-up fee.</i></p>	
Optional Features	<i>The following optional add-ins offer functionality necessary for very specific budgeting activities, as described. If “Not in scope” then these features are not part of the purchased Questica package.</i>	
Allocations Add-in	The Questica Budget Allocations add-in, to automatically transfer specific budget lines to multiple costing centers. If the Capital module is in scope then budget lines can also be allocated to projects.	<p>In scope:</p> <p>Shared task:</p> <p>The Customer will receive assistance from the Questica PM to create a subset of the required allocations which can then be referenced by The Customer to create the full required set.</p>
Statistical Ledger Add-in	The Questica Budget Statistical Ledger add-in, to budget for non-general ledger and non-monetary values, rates and quantities (within costing centers). Also provides a convenient source of non-monetary data for the Performance Measures module.	<p>In scope: 2 prior years + current fiscal year budgets</p> <p>The Customer can import additional years at their discretion (there is no system restriction).</p>

Personnel Planning & Budgeting Module

The Personnel Planning & Budgeting module is In scope.

Function, Feature, or Service	Description	Scope
Configuration & Initial Data Load		
Due to access limitations is unlikely that the Questica PM is able to perform the data extraction and will require The Customer to provide this data in Excel workbooks.		
The Questica Personnel module is not loaded or used for historical fiscal years. It will be configured only for one fiscal year which should be either: <ul style="list-style-type: none"> • Current fiscal year: The Customer will be able to verify the structure by “publishing” the Salaries to their current budget and making a comparison, but the position/employee data will be stale by one year and will need updating when rolling to the new budget year. • New budget year (first year for which a new budget is being built using Questica). Note that once in the system all salaries data is rolled with the Operating budget when creating a new budget year. It does not need to be reloaded, simply updated to match the current state.		
Import Positions & Employees	Load the lists of Employees and associated data; and Positions and their associated data (including incumbent Employee).	In scope
Import Grades & Scales	Load the list of Grades and their associated data, and any contracted pay Scales (hourly by “Step”).	In scope
Configure Benefits (“Modifiers”)	<p>Create “modifiers” to generate supplementary personnel costs such as benefits, allowances, payroll taxes, and insurance.</p> <p>Note that modifiers are not simple 2-dimensional data that can be represented in a spreadsheet. It is not possible to load modifiers in bulk from Excel® workbooks.</p> <p>The Questica system is pre-loaded with example modifiers that The Customer may find useful to use as-is, or for copying and editing to generate the supplementary personnel costs appropriate to their organization.</p> <p><i>*While <u>most</u> supplementary personnel costs can be configured and auto-calculated using “modifiers”, on occasion the rules and arithmetic of certain costs cannot be modelled and either need to be manually calculated and entered by The Customer or accommodated through custom modifiers which can be added to the implementation for a one-time setup fee.</i></p>	<p>Shared task:</p> <p>The Customer will receive assistance from the Questica PM to create a subset of the required modifiers which can then be copied and edited by The Customer as many times as needed to create the full required set.</p>
Import Position/Costing Center Allocations	<p>Load the “allocation” of Positions to the Costing Centers, to assign payroll costs of those Positions.</p> <p>Each Position may be split between multiple Costing Centers. Within each Costing Center, all payroll costs are consolidated to the account string level. You may also choose to configure the system such that it splits the costs to a more detailed level.</p>	In scope

Capital Module

The Capital module is In scope.

Function, Feature, or Service	Description	Scope
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Configuration & Initial Data Load

Questica will work with the customer to determine the most efficient and effective manner to acquire this data from existing systems.

<p>Import Capital Projects</p>	<p>Configuration and data import of standard Questica Capital data structures. At a minimum, the data will be sufficient to:</p> <ul style="list-style-type: none"> • Create Projects (including closed projects where historical budget is being loaded). • Add Projects to the list of Departments that are consistent with, and shared by, the Operating module. • Define Project Promotion Stages. <p>The configuration data may optionally contain data to:</p> <ul style="list-style-type: none"> • Define Asset Categories & Asset Types. • Define a Single Set of Project Ranking Metrics. 	<p>In scope</p>
<p>Import Budgets</p>	<p>Import multiple years of Capital budget:</p> <ul style="list-style-type: none"> • Create dollar budget line items with GL Accounts (or The Customer’s equivalent thereof) ... at the Project level. <p>The budgets must be imported in year order from oldest to newest.</p> <p><i>* If budgets change after the initial data load, the client can update it directly within the system.</i></p>	<p>In scope: 2 prior years + current fiscal year budgets</p> <p>The Customer can import additional years at their discretion (there is no system restriction).</p>
<p>Integrations</p>		
<p>Budget Export Integration</p>	<p>Interface to export the adopted budget from Questica into The Customer’s general ledger or project control system.</p> <p>Data can be extracted into a text (“CSV”) file, an Excel® workbook, or through a RESTful API call to a Questica ad hoc view.</p> <p>The implementation allows for a reasonable number of simple automated transformations such as basic filtering, field concatenation or splitting, flipping revenue signs.</p> <p><i>* If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures) then please discuss adding this for a one-time set-up fee.</i></p>	<p>In scope: 1 point of budget export integration.</p>
<p>Budget Amendments Export Integration</p>	<p>Interface to transfer individual approved amendments to the Capital budget, from Questica Budget to The Customer’s general ledger, or the other direction as required.</p> <p>This interface is required only in the case where amendments must be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the “Budget Export” item above.</p>	<p>Not in scope</p>
<p>Actuals Import Integration</p>	<p>Interface to copy financial Actuals into the Questica Capital module from The Customer’s general ledger or project control system. This interface can be automated to run on a schedule.</p> <p>Data to be imported will need to be in a standard “CSV” formatted file with the following required fields/columns, in the order listed.</p>	<p>In scope: 1 point of actuals import integration.</p>

	<p>4. AccountStructure 5. TransactionDate 6. Amount</p> <p>Additional fields/columns may be added, upon the discretion of The Customer, as long as they follow Questica Budget's format.</p> <p>Actuals can be individual transactions or monthly balance by account structure.</p> <p>The implementation allows for a reasonable number of simple automated transformations such as flipping revenue signs or date formats.</p> <p>Transactions will be imported provided that the data element can be unambiguously matched to a pre-existing record (for example costing center, fund and GL account). An exception report is provided for data elements which cannot be matched. The import integrations will not create accounts, or segments of the account, in the case that the account or segment does not already exist in Questica.</p> <p><i>* If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures; or to read the actuals using a Web API) then please discuss adding this for a one-time set-up fee.</i></p>	
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Performance Measures Module

The Performance Measures module is In scope.

Function, Feature, or Service	Description	Scope
Performance Measurement Consulting	Consulting services to advise, design, promote, and enact Performance Measurement Programs.	Not in scope
Configuration & Initial Data Load		
Measure Categories and Units	Configuration of Performance Measure Categories and Units of Measure.	In scope
Measures	The Customer will receive training to determine how to enter Performance Measures into the system.	Shared task: The Customer will receive assistance from the Questica PM to create a subset of the required measures which can then be referenced by The Customer to create the full required set.
Scorecards	The Customer will receive training to determine how to configure Performance Measure Scorecards within the system.	Shared task: The Customer will receive assistance from the Questica PM to create a subset of the required scorecards which can then be referenced by The Customer to create the full required set.

Integrations		
Measure Actuals Import	Automated interface for importing Actuals from the many and various systems which might house data useful as Measure Actuals. <i>*If a custom integration is required then please discuss adding this for a one-time set-up fee.</i>	Not in scope

OpenBook

Use of Questica's OpenBook transparency portal is included in this system.

Function, Feature, or Service	Description	Scope
Setup & Connection	Create OpenBook instance. Connect to Questica Budget production instance with out-of-the-box API and test connectivity.	In Scope
Analysis & Design	<ul style="list-style-type: none"> Post-training review of concepts and process with The Customer, including the visualization types, their purpose and appropriate Questica Budget data sources. Assistance in determining initial set of visualizations. Review the editing and publishing of datasets from Questica Budget to OpenBook. Determination of non-Questica Budget data sources. 	In Scope
Questica Budget Configuration	Creation of "ad hoc views" in Questica to support data requirements of The Customer's OpenBook (as determined during analysis & design), typically: <ul style="list-style-type: none"> Budget Actual Budget vs Actual 	Shared task: The Questica PM will assist in configuring a reasonable number of views for the initial set of OpenBook data visualizations.
OpenBook General Configuration	Configuration of OpenBook settings, profile, UI options, and admin user.	In Scope
OpenBook Visualization Configuration	Creation of "Visualizations" in OpenBook using out-of-the-box Visualization templates, sourcing data from Questica Budget dataset and ad hoc spreadsheets.	Shared task: The Questica PM will assist in configuring a reasonable number of OpenBook data visualizations as the initial set. The customer may continue to add visualizations throughout their use of OpenBook.
OpenBook Advanced/Custom Visualizations.	Creation of more advanced visualizations, for example those requiring multiple data sources and/or new reporting entities within Questica Budget and/or custom visualisations.	Not in scope

Training

The following list details the proposed training. The PM and The Customer will determine the final training plan. Topics may be swapped to receive more of one and less of another, provided that the total amount of training does not exceed the proposed plan.

Training Topic	Description	Scope
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Implementation	A Questica Budget Implementation Guide, along with a Project/Milestone Plan, identifies all steps involved in the implementation process. This guide references pre-recorded training videos, job aids, etc. After which a PM will address Customer questions and provide advise as needed.	Customer task
Administration	Training in Questica Budget administration is delivered via a series of training courseware, such as pre-recorded videos, after which a PM will address Customer questions and provide advice as needed.	Customer task
Administrator Authored Reporting	Training in the use of ad hoc views and dashboards is delivered via pre-recorded training videos, after which a PM will address Customer questions and provide advice as needed. Questica also provides instructional videos on the use of the Report Builder 3.0 report authoring tool but recommends that users make use of the many online resources to gain expertise in this tool.	Customer task
Allocations	Training in Questica Budget's Allocations feature is delivered via a pre-recorded training video, after which a PM will address Customer questions and provide advice as needed.	In scope
Change Request	Training in Questica Budget's Change Requests feature is delivered via a pre-recorded training video, after which a PM will address Customer questions and provide advice as needed.	Customer task
Statistical Ledger	Training in Questica Budget's Statistical Ledger feature is delivered via a pre-recorded training video, after which a PM will address Customer questions and provide advice as needed.	In scope
Operating Module	Training in the use of Questica Budget's Operating module is delivered in one "live" training session. This session can be recorded and made available online to your users only.	In scope
Personnel Planning & Budgeting	Training in the use of Questica Budget's Personnel Planning & Budgeting module is delivered in one "live" training session. This session can be recorded and made available online to your users only.	In scope
Capital Module	Training in the use of Questica Budget's Capital module is delivered in one "live" training session. This session can be recorded and made available online to your users only.	In scope
Performance Measures	Training in Questica's Performance Measures module is delivered via a series of pre-recorded training videos, after which a PM will address Customer questions and provide advice as needed.	In scope
OpenBook	Training in Questica's OpenBook module is delivered via a series of pre-recorded training videos, after which a PM will address Customer questions and provide advice as needed.	In scope

Customizations

Custom Integrations, Business Rules (CBRs), Modifiers, User Interface

This SoW does not include the development of customizations. Customizations can be accommodated upon receipt and acceptance of a change order and will extend the implementation timeline.

Custom Reports and Report Entities

This SoW does not include the development of custom reports or report entities. Custom reporting can be accommodated upon receipt and acceptance of a change order.

Change Orders

Any changes to the agreed scope, including changes requested by The Customer within the warranty period of customizations, shall be the subject of a new change order and the work to be carried out thereunder shall be separately estimated, agreed, and billed. Questica and The Customer must draw up an agreement of design detail and cost estimate before Questica undertakes any customizations.

The work shall be billed on a time and materials basis at the contracted rate in effect at the time of estimation. Should The Customer require a more detailed design and estimate, this can be prepared, however the investigation will be billable as the design of customizations is a significant part of the work.

Warranty

Once completed, any custom work shall be warranted by Questica in accordance with the “Technical Support Services” section of the Questica Software License Agreement.

END OF SOFTWARE SUBSCRIPTION AGREEMENT DOCUMENT



Questica

Where brilliant begins.

Questica Cloud Hosting Services Technical Standards and Requirements

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Questica Budget – Azure Cloud Hosting

Questica Budget is a 100% web application based on cloud deployment using Microsoft Azure for hosting services, managed by Questica and Microsoft Azure. These hosting services eliminate the need for customers to maintain an extensive hardware, server, and storage environment to support the system.

Hosting through Microsoft Azure is world-class, including excellent uptime, continuous point- intime backups and much more. This cloud-hosted environment is based on the following cloud benefits:

Anywhere and anytime access	With cloud-based budgeting software, the customer can access their applications and necessary data anytime and anywhere via a standard webbrowser.
Worry free IT that reduces your risk	Entrust your data to a reliable third-party service that is already very familiarwith hosting and securing the solution in the cloud, e.g., a scalable, secure cloud with proper controls and geo-redundant backups for ease of mind. Thus, it is their job to perform that maintenance, not yours! This frees upyour IT team – and your budget – to more high-priority tasks.
High levels of security	Questica relies on Microsoft Azure datacenter security to mitigate physical security, hardware disposal, redundancy options, provisions for natural disasters such as fire, loss of electricity, flood, overheating, and network access.
Quicker deployment	Cloud-based software is deployed over the Internet in a matter of hours/days as opposed to on-premise applications which need to be installed on a physical server. Questica has performed over a thousand installations, upgrades, and migrations, so much of our process is codifiedand automated.
Scalability	Our hosting instances in Azure can "scale out" and "scale up" in response tohigh demand, to maintain good performance for end users. The applicationcan run parallel copies of itself to service multiple requests simultaneously and the database has access to extensive processing power as needed through a SQL Azure Elastic Database Pool.
Lower energy costs	When you move to the cloud, you no longer have to power on-premise servers or maintain their environment. This significantly reduces the amount you pay on your energy bills.

Privacy Policy

Questica respects your privacy and is committed to protecting it through our compliance with our Privacy Policy which can be found here:

<https://www.questica.com/privacy-policy/>

Microsoft Azure Availability

Azure assures a maximum up-time availability as per the following SLA's:

- App Service web apps = 99.9%
- SQL Database = 99.9%

The Questica hosting services through Microsoft Azure provide a minimum up-time availability of 99.9% outside of scheduled maintenance.

Performance

The Questica Budget solution has passed performance tests for multiple scenarios and worked for over 400 concurrent users with resulting page response times less than one second - Questica regularly conducts numerous activities to ensure optimal performance levels, e.g., code reviews with code performance as a goal, nightly baseline performance testing, and more.

Security Standards

Questica leverages Microsoft Azure's datacenters that offer numerous compliance certifications. Microsoft Azure is built with established ISO/IEC security standards in mind, and Microsoft maintains technical and organizational measures to protect customer data. Microsoft Azure is a hyper-scale commercial infrastructure cloud platform, capable of meeting the Written Information Security Program (WISP) requirements for federal, state, and local governments.

These measures comply with the requirements set forth in such established security standards as ISO/IEC 27001 and ISO/IEC 27002, and the code of practice for cloud privacy, ISO/IEC 27018. As a hosting services provider, Microsoft Azure meets the most stringent security standards, including:

- CJIS
- SOC1 and SOC2
- DFARS
- FedRAMP
- NIST

SOC II Certification

Since all hosted services are provided via Microsoft Azure, information regarding compliance audits can be found here:

<https://azure.microsoft.com/mediahandler/files/resourcefiles/microsoft-azure-complianceofferings/Microsoft%20Azure%20Compliance%20Offerings.pdf>

Questica Budget software is SOC2 Type 2 certified yearly, and is also in the process of obtaining StateRAMP certification. This certification, in combination with Microsoft Azure SOC 2 Type II report certification, validates that the system aligns with Data Security and Management principles and standards.

Access

For Single sign-on (SSO) functionality, Questica supports "identity" via single sign-on technologies like ADFS and LDAP. By setting up the product's configuration files at installation time, we can set it to authenticate through a number of SSO providers including:

- Windows Authentication
- Mixed Mode Authentication
- Google Authentication
- CAS Authentication
- SAML 2 Authentication

With Single sign-on utilization, customers through their SSO provider control variables such as password encryption, limits on the number of login attempts, time-outs, required password formatting/strength and the duration before password expiration.

Alerts

Servers are monitored for activity and changes to the setup. Furthermore, server performance and SQL Server metrics are also tracked. Alerts are configured to notify administrators when:

- Server or site is non-responsive
- Services hosting the site are non-responsive
- Automated notifications of heavy resource usage, e.g., drive space, CPU %, throughput, etc.

Back up

Questica performs continual transactional backups, allowing point in time recovery for up to 35 days. Database backups are AES 256-bit encrypted storage, provided through Microsoft Azure hosting services.

Questica Budget has two parts, the application files (aka the site) and the database. The site changes much less frequently than the data, therefore, we maintain a backup policy for each.

Location	Production	Sandbox
Sites	Weekly for 4 weeks	Weekly for 4 weeks
Databases	- Point in time for 35 days - Weekly for 12 weeks - Monthly for 12 months	- Point in time for 14 days - Weekly for 4 weeks

Recovery Objectives

Recovery Point Objective (RPO)

The Questica hosting services provide a minimum up-time availability of 99.9% outside of scheduled maintenance which is always performed outside of regular business hours. We operate with a Recovery Point Objective (RPO) (in hours) during regular business hours which cover 8:00am to 8:00pm EST of 2 hours.

Recovery Time Objective (RTO)

Our Recovery Time Objective (RTO) during regular business hours is 4 hours. The RTO outside of regular business hours is 16 hours.

Client OS and Browser Requirements

Questica Budget is compatible with Windows Operating System Vista 7, 8, and 10, and can be accessed from popular web browsers (latest version always recommended) including:

- Microsoft Edge
- Google Chrome
- Mozilla Firefox

RESOLUTION NO. 23-028

Resolution Authorizing Negotiation and Execution of Questica Subscription Agreement

WHEREAS, the City of Marshall has a need to acquire software to increase administration efficiencies, to enable city operating, personnel and capital budgets to be on the same platform and to allow for multi-year budgeting; and

WHEREAS, the City received quotes from two software companies, both of which will be kept on file, and staff determined that Questica’s product and subscription plan best suits the City’s needs; and

WHEREAS, Questica is proposing a five (5) year agreement that has a year one cost of \$24,625, with a proposed 5-year cost of \$112,873.81 and that allows unlimited license seats for operating, personnel planning and capital modules;

WHEREAS, the software subscription agreement and technical standards, included in the Council Packet, lay out the essential terms of the agreement, including cost to the City and term of the Agreement;

WHEREAS, some non-essential terms of the agreement are still being negotiated between Questica and the City;

NOW, THEREFORE BE IT RESOLVED, that the Questica Agreement is accepted.

ALSO, BE IT RESOLVED, that the City Administrator or her delegee is authorized to continue to negotiate terms of the Agreement and that the Mayor is hereby authorized and directed to execute this Agreement and any negotiated amendments thereto on behalf of the City of Marshall.

Approved by the City Council of the City of Marshall, Minnesota this 28th day of March 2023

City of Marshall, Minnesota

Robert J. Byrnes, Mayor

ATTEST:

Steven Anderson, City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, March 28, 2023
Category:	NEW BUSINESS
Type:	INFO/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> <p>Three (3) positions for the Community Services Advisory Board with a term expiring 2/28/26. Two (2) positions for the Community Services Advisory Board with a term expiring 2/28/25.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	To appoint and approve individuals to various Boards, Commissions, Bureaus, and Authorities.

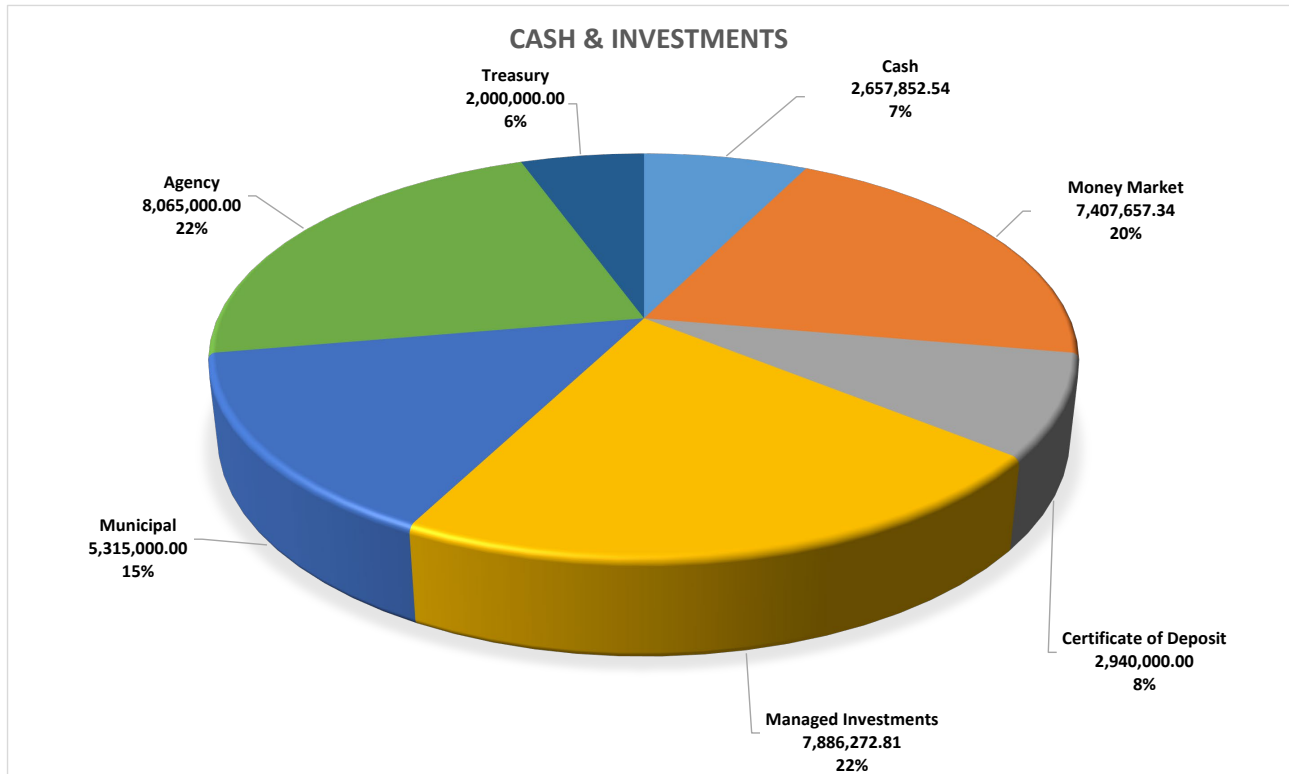


CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, March 28, 2023
Category:	COUNCIL REPORTS
Type:	INFO
Subject:	Commission/Board Liaison Reports
Background Information:	<p>Byrnes - Fire Relief Association and Regional Development Commission</p> <p>Schafer – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p>Meister – Adult Community Center, Cable Commission, Economic Development Authority</p> <p>Schroeder – Economic Development Authority, Planning Commission, Public Housing Commission</p> <p>Alcorn – Community Services Advisory Board, MMU Commission</p> <p>Moua-Leske – Convention & Visitors Bureau; Diversity, Equity & Inclusion Commission; Library Board</p> <p>Lozinski – Marshall Area Transit Committee, Joint LEC Management Committee, Police Advisory Board</p>
Fiscal Impact:	
Alternative/Variations:	
Recommendations:	

City of Marshall, Minnesota
Cash & Investments
 2/28/2023

	<u>Par</u>	<u>Rate</u>
CASH & INVESTMENTS:		
Checking - Bremer	2,657,852.54	0.00%
Money Market - Bremer	514,951.47	1.00%
Money Market - US Bank	6,283,503.59	4.47%
Money Market - Wells Fargo	62,466.07	4.51%
Money Market - 4M	546,736.21	4.44%
Agency - 4M	3,355,000.00	4.33%
Certificate of Deposit - Wells Fargo	1,470,000.00	3.11% Average
Investment Portfolio - General Fund	2,579,662.28	
Investment Portfolio - WW/SW Capital Reserve	3,426,483.53	
Investment Portfolio - Endowment Fund	1,880,127.00	
Municipal - US Bank	5,315,000.00	2.25% Average
Certificate of Deposit - US Bank	1,470,000.00	2.22% Average
Agency - US Bank	4,710,000.00	1.04% Average
Treasury - US Bank	2,000,000.00	2.35%
TOTAL CASH & INVESTMENTS	<u><u>36,271,782.69</u></u>	



PUBLIC HOUSING COMMISSION
202 N. FIRST STREET
MARSHALL, MN 56258
March 13th, 2023
3:30 P.M. BOARD MEETING

- 1 Call to Order:
2. Roll Call:
3. Approval of Previous Meeting Minutes: January 9th, 2023
Approval of Letter on February Meeting.
4. Reports:
 - A. **Two** Month report for Operating Statement for FY 2023
Three Month report for Operating Statement for FY 2023
 - B. Accounts Receivable/Payable. (First Set)
(Second Set)
 - C. Occupancy/ Maintenance Report
Two Evictions, One at family, one at Parkview.
5. CFP - 2021. Final Documentation.
2022 – CFP. Five Year Plan Approved by HUD.
Scope of work by Studio E Architects.
Approval of Resolution # 23-04, Contract with Studio E Architects. for
CFP Grant 22.
6. New Business:
 - A. Washer / Dryer Update. Payment (Two Months).
 - B. PHC's, Assessment System Scoring Report.
 - C. Candidate for PHC Board from the Family Units.
 - D. Approve Resolution 23-03, Amended PHC Lease, Unit Deposits and Ceiling
Rents.
 - E. Review Lawn Bids, Award Lawn Care for 23 Season.
 - E. CFP 23, Annual meeting set for May 8th,2023.
7. Executive Director Items:
 - A.
8. Commissioner Items:
 - A.
9. Date and Time for Next Regular Meeting, April 10th, 2023. 3:30 p.m.
10. ADJOURN TIME

Public Housing Commission
Of the City of Marshall
PARKVIEW APARTMENTS
Minutes of the Meeting of
February 13th, 2023

Due to the Executive Director being sick and a huge snowstorm, the February regular Board meeting was canceled until the March Meeting to be held March 13th, 2023.

Board Chair.

Jana Bentley 3-13-21
Mark Farrell 3-13-21
Mark Farrell, Executive Director

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

Minutes of the Meeting of
January 9th, 2023

Meeting called to Order: 3:35 P.M. by Chair Reilly.

Members Present: Farrell, Reilly, Rickgarn,
Knoben, Knutson

Absent: None

MOTION by Knoben, seconded by Knutson, to approve the minutes of the November 14th, 2022 meeting. All voted in favor, Motion passed. Motion by Knoben, second by Knutson to approve the minutes of the December 29th, 2022 meeting. All voted in favor, Motion passed.

REPORTS:

One Month Operating Statement for FYE 23 was reviewed by the Board. Motion by Knoben, second by Knutson to approve the monthly report. All voted in Favor, Motion passed to approve the report. Chair signed report.

Account Receivable/Payable: One month of reports were reviewed; several items were pointed out and discussed to the Board by the Director, including checks from # 021018 to # 021059 in the amount of \$ 64,006.76 Motion by Knoben, second by Rickgarn, to approve the report.

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

CFP-2021. Review Parking Lot Punch List Items.

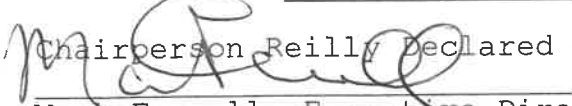
New Business:

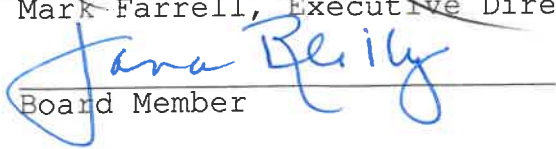
- A. Washer /Dryer Update-payment.
- B. Meeting in St. Peter on HDS/Doorways software.12/08/2022. Information from Kanso Software, price on Doorways Software.
- C. HUD letter on Audit for September Year End 2021.
- D. REAC Certification of Statement on Unaudited Submission for FYE 2022.
- E. Tile squares and glue have been delivered to Parkview.
- F. Motion by Knutson, second by Reilly to change the unit deposit amounts effective March 1,2023. All voted in favor, Motion Passed.

Board Items:

Next Meeting: February 13th, 2023 3:30 p.m. Community Room.

Chairperson Reilly Declared the meeting adjourned at 4:25 p.m.


Mark Farrell, Executive Director


Board Member



MARSHALL

1.h Permit List - Build/Plumb/HVAC/Sign - For Council

Applicant Name	Location	Description of Work	Valuation	Approved Date.
BISBEE PLUMBING & HEATING	1200 COLLEGE DR E	Plumbing - Interior remodeling	0.00	03/21/2023
BRELAND ENTERPRISES INC	901 2ND ST S	Foundation Repair	6,647.58	03/15/2023
C&C CUSTOM INTERIORS LLC	609 DONITA AV	Interior Remodeling - ANY Work Inside, Except Fireplace	30,000.00	03/21/2023
Colton Citrwske	1405 COLLEGE DR E	Occupancy/Use Change	100.00	03/15/2023
Crane Construction Company	1221 MAIN ST E	Interior Remodeling - ANY Work Inside, Except Fireplace	2,474,025.00	03/13/2023
DMP LLC	425 MAIN ST W	Interior Remodeling - ANY Work Inside, Except Fireplace	50,000.00	03/09/2023
GESKE BUILDING & SUPPLY COMPAN	606 5TH ST N	Windows	2,800.00	03/10/2023
GESKE BUILDING & SUPPLY COMPAN	610 LAWERENCE ST	Windows	1,400.00	03/21/2023
Geske Home Improvement	204 COLLEGE DR W	Windows	4,900.00	03/14/2023
HEARTLAND MECHANICAL INC	608 ANDREW ST	Plumbing - New building	0.00	03/21/2023
KEVIN GOSLAR TRIO PLUMBING & H	1401 SARATOGA ST S	Plumbing - Water heater	1,000.00	03/10/2023
N/A	901 HACKBERRY DR	HVAC - Furnace	3,800.00	03/09/2023
N/A	408 LYON ST E	HVAC - Furnace	4,200.00	03/16/2023
Stein Sign Display	1410 COLLEGE DR E	Directional/Site Sign , Wall Mounted Sign	76,700.00	03/21/2023
The READY Clinic	349 MAIN ST W	Window Sign	290.00	03/09/2023
TUTT CONSTRUCTION INC	219 HILL ST N	Interior Remodeling - ANY Work Inside, Except Fireplace	24,000.00	03/14/2023

2023 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 10, 2023
2. January 24, 2023

February

1. February 14, 2023
2. February 28, 2023

March

1. March 14, 2023
2. March 28, 2023

April

1. April 11, 2023
2. April 25, 2023

May

1. May 9, 2023
2. May 23, 2023

June

1. June 13, 2023
2. June 27, 2023

July

1. July 11, 2023
2. July 25, 2023

August

1. August 08, 2023
2. August 22, 2023

September

1. September 12, 2023
2. September 26, 2023

October

1. October 10, 2023
2. October 24, 2023

November

1. November 14, 2023
2. November 28, 2023

December

1. December 12, 2023
2. December 26, 2023

2023 Uniform Election Dates

- February 14, 2023
- April 11, 2023
- May 9, 2023
- August 08, 2023
- November 07, 2023

204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.

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



Upcoming Meetings

March

- 03/28 Interviews for Various Authorities, Boards, Bureaus, and Commissions, 4:15 PM, City Hall
- 03/28 Regular Meeting, 5:30 PM, City Hall

April

- 04/11 Interviews for Various Authorities, Boards, Bureaus, and Commissions, 4:45 PM, City Hall
- 04/11 Regular Meeting, 5:30 PM, City Hall
- 04/17 Local Board of Appeal and Equalization, 5:30 PM, City Hall
- 04/25 Interviews for Various Authorities, Boards, Bureaus, and Commissions, 4:15 PM, City Hall
- 04/25 Local Board of Appeal and Equalization Reconvene-as needed, 5:00 PM, City Hall
- 04/25 Regular Meeting, 5:30 PM, City Hall