CITY OF MARSHALL
City Council Meeting
A g e n d a
Tuesday, April 28, 2026 at 5:30 PM
City Hall, 344 West Main Street

OPENING ITEMS
APPROVAL OF AGENDA
APPROVAL OF MINUTES
1. Consider Approval of the Minutes of the Meeting Held on April 14th

AWARD OF BIDS
2. Project ST-001-2026: Chip Sealing on Various City Streets - Consider Resolution Accepting Bid (Awarding Contract)
3. Project ST-002-2026: Bituminous Overlay on Various City Streets – Consider Resolution Accepting Bid (Awarding Contract)
4. Project ST-002-2026SA: Bituminous Overlay on Various State Aid Streets – Consider Resolution Accepting Bid (Awarding Contract)

CONSENT AGENDA
5. Consider Approval to Declare Eats and Beats on Third Street a Community Festival
6. Eats & Beats Event on 3rd Street - June 18, 25 / July 9, 16, 23 (Thursdays)
7. Project ST-012-2025: S Hill Street / S Minnesota Street / Charles Avenue Reconstruction Project - 1) Resolution Declaring Cost to Be Assessed and Ordering Preparation of Proposed Assessment; 2) Resolution for Hearing on Proposed Assessment
8. Project SWM-003: Legion Field Stormwater Improvements Project-Phase III – Consider Authorization to Advertise for Bids
9. Small Concrete Quantities Quote
10. Consider Approval of a Temporary Liquor License for the Marshall Area YMCA July 22, 2026
11. Consider Approval of a Temporary Liquor License for the Marshall Area YMCA on October 24, 2026
12. Consider Approval of a Temporary Liquor License for the Lyon County Ag Society
13. Consider Approval of the Bills/Project Payments

APPROVAL OF ITEMS PULLED FROM CONSENT
NEW BUSINESS
14. Project SWM-003: Legion Field Stormwater Improvements Project-Phase III - Consider Authorization to Execute Agreements with BNSF Railway Company – 1) Temporary Occupancy Permit; 2) Pipeline License
15. Consider Approval of a Special Law for Southwest Minnesota State University

COUNCIL REPORTS
16. Commission/Board Liaison Reports
17. Councilmember Individual Items

STAFF REPORTS
18. City Administrator
19. Director of Public Works/City Engineer
20. City Attorney

INFORMATION ONLY
21. US Army Corps of Engineers (USACE) FCCE PL84-99 Repairs Update
22. Cash and Investments
23. Public Housing Minutes

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.

One or more members of the Council may be joining remotely

24. Building Permits

MEETINGS

25. Upcoming Meetings

ADJOURN

CITY OF MARSHALL
AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, April 28, 2026
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider Approval of the Minutes of the Meeting Held on April 14th
Background Information:	Enclosed are the minutes from the previous meeting.
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 of the meetings held on April 14th be approved as filed with each member and that the reading of the same be waived.

CITY OF MARSHALL
CITY COUNCIL MEETING
M I N U T E S
Tuesday, April 14, 2026

The regular meeting of the Common Council of the City of Marshall was held April 14, 2026, 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: James Lozinski, John Alcorn, Craig Schafer, See Moua-Leske, and Amanda Schwartz. Absent: Amanda Schroeder. Staff present included: Sharon Hanson; City Administrator; Pamela Whitmore, City Attorney (remote); Jason Anderson, Director of Public Works/ City Engineer; E.J. Moberg, Director of Administrative Services; Scott Pryzbilla, Wastewater Superintendent; Ilya Gutman, Plans Examiner; and Steven Anderson, City Clerk.

Consider Approval of the Minutes of the Meetings Held on March 24th
There were no requests to amend the minutes.

Motion made by Councilmember Lozinski, Seconded by Councilmember Alcorn to approve the minutes as presented from March 24, 2026. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Lozinski, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schwartz. The motion **Carried. 6-0.**

Project ST-020: South 5th Street (Saratoga to Main) Reconstruction Project - 1) Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds; 2) Resolution Accepting Bid (Awarding Contract)
The project consisted of a complete street reconstruction of South Fifth Street from approximately 300-FT west of West Main Street to West Saratoga Street. Reconstruction included the intersection of West Saratoga Street and South Fifth Street, and work items included curb and gutter, driveway approaches, and sidewalks. Underground utility work included sanitary sewer main and services, water main and services, and storm sewer replacement. On April 10, 2026, bids were received with the low bid from Action Company LLC of Marshall, Minnesota, in the amount of $679,228.98. The engineer's estimated range was $635,000-$745,000. The estimated total project cost including 5% allowance for contingencies and 16% for engineering and administrative costs was $827,300.90. All improvements would be assessed according to the Special Assessment Policy, including but not limited to participation from Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem participation.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to adopt Resolution 26-027 Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds for Project ST-020. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Lozinski, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schwartz. The motion **Carried. 6-0.**

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to adopt Resolution 26-028 Accepting Bid and Authorizing Entering into an Agreement with Action Company LLC of Marshall in the amount of $679,228.98 for Project ST-020. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Lozinski, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schwartz. The motion **Carried. 6-0.**

Project WW-014: Sanitary Sewer Repair Project - Award of Quote
The project consisted of repairs to small segments of sanitary sewers at three locations. Intersection of Van Buren Street/Evergreen Avenue, replacing 10-FT of 8" vitrified clay pipe (VCP) that had been partially crushed by a shallow-crossing 24" reinforced concrete pipe (RCP) storm sewer. This street would also receive a mill and overlay treatment in 2026, so staff desired to complete the repair prior to the mill and overlay project. The second location would be in a backyard area, south of Maple Street and east of South First Street, and west of Lawerence Street replacing 71-FT of 10" VCP pipe with 10" PVC pipe. The existing pipe had some significant offset joints, and this may result in future pipe obstructions. The third location would be at the intersection of Dogwood Avenue/Hackberry Drive replacing 20-FT of 8" VCP pipe that had been partially crushed by a shallow-crossing 54" RCP storm sewer and 12" and 15" RCP storm sewer. Work at this location impacts the storm sewer and sanitary sewer and new 15-FT lengths of 12" and 15"

storm sewer would be required, in addition to casing pipe around the new sanitary sewer to protect from the crossing 54" storm sewer. On April 9, 2026, quotes were received with the low quote from D&G Excavating, Inc. of Marshall, Minnesota, in the amount of $40,400.00. The engineer's estimate was $51,575.00.

Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn to award the quote for Project WW-014 to D&G Excavating, Inc. of Marshall in the amount of $40,440.00. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Lozinski, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schwartz. The motion **Carried. 6-0.**

Approval of the Consent Agenda

Councilmember Lozinski requested that item 5 Consider the Request of the Marshall Downtown Business Association for Crazy Days (Thursday-July 16, 2026) to be removed for additional discussion.

Motion made by Councilmember Moua-Leske, Seconded by Councilmember Alcorn to approve the remainder of the consent agenda. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Lozinski, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schwartz. The motion **Carried. 6-0.**

- Consider the Request of the Marshall Downtown Business Association for Crazy Days (Thursday-July 16, 2026)
- Consider a Temporary Extension of Alcohol License Area for the Shades of the Past Roll In Event
- Consider Approval of the Bills/Project Payments.

Consider Request for Street Closure of N 3rd Street for Juneteenth (Friday-06/19/2026)

Councilmember Lozinski questioned if street closures for North Third Street should come to council. The purpose of the reconstructed street was to hold events and gatherings and the need to come to council each time was an extra step that might not be needed. Councilmember Schafer felt that having these street closures come to council was similar to a notice for citizens that if might be upcoming if approved. By also coming to council for approval, it gave residents who lived along North Third Street an opportunity to voice their concerns if they did not want the street to be closed for a particular event.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to approve the request for street closure of North Third Street for Juneteenth. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Lozinski, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schwartz. The motion **Carried. 6-0.**

Firm Electric Service Contract and Renewable Energy Certificates Contract between Western Area Power Administration and City of Marshall

Pete Wyffels, Marshall Municipal Utilities General Manager, presented the item. On March 18, 2026, the Marshall Municipal Utilities Commission approved Resolution No. 221 related to the Firm Electric Service Contract and Renewable Energy Certificates Contract between Western Area Power Administration (WAPA) and City of Marshall. Since 1958, under contract with WAPA, the electric customers served by Marshall Municipal Utilities (MMU) have received a portion of their electricity needs from hydroelectric power plants with about twenty-four (24) percent of the community's needs being serviced by the hydropower source. On July 18, 2012, and July 24, 2012, the Marshall Municipal Utilities Commission and the City Council approved extending the Firm Energy Services Contract (FES) with Western Area Power Administration through 2050. To successfully continue to serve customers with this electric service, Resolution No. 221 approved by the MMU Commission consisted of two parts:

1. Two amendments to the FES
    a. Amendment No. 1: dealt with deletions of maintenance provisions for the meter at the Marshall 115-kV Southwest substation POM and Load Control Boundary point between Xcel Energy and WAPA from the original contract.

   b. Amendment No. 2: made changes to paragraph 44 of the General Power Contract provisions of the Firm Energy Services contract. Changes to paragraph 44 of that agreement would now bring the contract in compliance with Federal Anti-Discrimination laws pursuant to the DEI Presidential Executive Order.
2. In 2023, WAPA created and credited Renewable Energy Certificates (RECs) connected to the hydroelectric power they produce and deliver to all their power contract holders, like MMU, and are subject to the same regulations concerning all forms of contracted RECs. Missouri River Energy Services (MRES) offered their services to administer the MMU allotted WAPA RECs, as they currently do for the RECs purchased by MMU customers through the Bright Energy Choices program; therefore, on March 21, 2023, and April 25, 2023, the Marshall Municipal Utilities Commission requested, and the City Council approved WAPA Contract No. 23-UGPR-28, allowing MRES to administer Renewable Energy Certificates for the City of Marshall.

In 2026, a new WAPA REC Contract, 25-UGPR-135 would terminate and replace the previous REC Contract No. 23-UGPR-28, including its updated general power contract provisions and renewable energy certificate program principals, which now allows for the acquisition, resale and administration of RECs between WAPA, MRES, and Marshall. The FES contract continues to be both beneficial and appropriate for the continued successful provision of electric service to the customers of MMU and the REC Contract is important to meet the Renewable Energy Standards of the State of Minnesota. Pursuant to Marshall City Code Chapter 13.04 Subd. 1, contracts exceeding ten (10) years in length shall be approved by the MMU Commission and the City Council. Councilmember Schafer sought clarification on what qualified for a Renewal Energy Certificate. Wyffels explained that hydro, solar, and wind generation were all counted towards RECs. Mayor Byrnes summarized that the amendments to the contract that were being asked for approval had no substantial impacts on operations for MMU.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to approve the Firm Electric Service Contract, Amendment 1 and 2 and the Renewable Energy Certificates Contract, 25-UGPR-135, including its updated general power contract provisions and renewable energy certificate program principals, between the City of Marshall and the Western Area Power Administration, an entity within the Department of Energy (DOE). Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Lozinski, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schwartz. The motion **Carried. 6-0.**

Consider the Request of Jeff Greenwood for a Variance Adjustment Permit for an Enlarged Garage with Reduced Side Yard

The request from the property owner was to build an addition to an existing detached garage in the back yard. The existing garage is 1,080 square feet (SF) and was built in 1993 with a variance to allow for a two-foot side yard instead of the required five feet. The owner wanted to add a 600 SF addition on the south side of the garage and change garage access point from Church Street to the alley. Zoning Ordinance requires that detached garages do not exceed 1,000 SF and do not occupy more than 25% of the rear yard of the property. The proposed garage addition would have an area of 1,680 SF and would occupy about 38% of the rear yard. Additionally, the addition would align with the existing garage, which meant that it would also have a two-foot setback. By State Statute and City Ordinance, granting of a variance may be permitted only if the request meets the "practical difficulties" test, which required that the proposed use was reasonable, that the problem was caused by conditions that are unique to the property, and that granting the variance would not change the character of the area. Upon review, city staff believed that the garage addition did not meet the second and third part of the test. The lot was not unique compared to other lots in the area and there were no other garages of this size in the neighborhood. The owner asserted that changing access to the alley instead of the street would enhance safety at a busy street, especially when the church across the street was in session. The owner also stated that he intended to combine the lot with an adjacent lot, which he also owns, in the future. Combining the lots would eliminate the need for a variance under the provision requiring that an accessory building not occupy more than 25% of the rear yard since the rear yard size would almost double. However, the garage would still be larger than the permitted 1,000 SF, and a variance would still be required.

Councilmember Schroeder was unavailable for the meeting but did provide Mayor Byrnes with an email relaying information that came from the Planning Commission public hearing. In the email Schroeder wrote that the Planning Commission really wanted to do something to help make a variance make sense. The commission ultimately denied the application because they had a hard time finding a way to meet the third criteria of the practical difficulties test based on the current ordinance of detached garage size limitations. Councilmember Lozinski suggested changing the ordinance related to detached garages and bringing in more inline with attached garages. Lozinski felt that it was unfair for residents with unattached garages to be restricted more than residents with attached garages. Many of the older areas of the city are unattached garages and could potentially have space for a larger garage but can't build bigger than 1000 SF. Attorney Whitmore confirmed that if the council would like to approve the permit it would be preferable to change the ordinance to increase the size of a detached garage since the request does not appear to meet all of the criteria for a variance.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to deny the Variance Adjustment Permit request for an enlarged garage with reduced side yard at 107 Church Street and to direct staff to amend applicable ordinances to allow for larger detached garages in residential districts. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Lozinski, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schwartz. The motion **Carried. 6-0.**

Adoption of an Ordinance Amending Section 18-56 Required

The proposed changes were minor and were intended to exclude small sheds/buildings of this section's requirements. Staff found it would be unreasonable to require people who want to install a small building under 200 square feet, that doesn't require a building permit, to go through the same process as people who are moving an entire house to be placed onto a lot.

Motion made by Councilmember Lozinski, Seconded by Councilmember Moua-Leske to adopt Ordinance 26-006 amending Chapter 18, Section 56 Required and authorizing its summary publication. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Lozinski, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schwartz. The motion **Carried. 6-0.**

Adoption of an Ordinance Amending Section 18-41 Special Requirements for Moving Buildings

The changes to this section regulated moving buildings on the streets through city limits, whether they were being moved into town or just through it. The proposed changes exclude situations when the move occurred along state and county routes only, since a state or country permit would already be required. This change would also align this section with state requirements for building sizes and allow a process for appeals of a denied permit.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to adopt Ordinance 26-004 amending Chapter 18, Section 41 Special Requirements for Moving Buildings and authorizing its summary publication. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Lozinski, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schwartz. The motion **Carried. 6-0.**

Adoption of an Ordinance Amending Sections 86-27 Nonconforming Use, 86-30 Amendments, and 86-46 Issuance; Purpose

Minor changes were made that clarified ordinance provisions and aligned requirements by mirroring language in similar provisions found in other sections. Such as requiring applications and public hearings to be made to the planning commission. These revisions were part of a continuing improvement process staff had undertaken to make the Zoning Ordinance more straightforward, consistent, and user-friendly.

Motion made by Councilmember Lozinski, Seconded by Councilmember Moua-Leske to adopt Ordinance 26-005 amending Chapter 86, Section 27 Nonconforming Use, Section 30 Amendments, and Section 46 Issuance; Purpose and

authorizing its summary publication. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Lozinski, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schwartz. The motion **Carried. 6-0.**

Adoption of an Ordinance Amending Section 86-50 Home Occupations and Businesses

In the past nine years, the City of Marshall has not issued a single permit for a home occupation. There was evidence of businesses running from inside homes. This contradiction showed a need for staff to review the home occupation regulations. Prior to 2013, all home occupations were required to have a conditional use permit, even though some people still did it without applying. The ordinance was revised to allow certain home occupations without a conditional use permit. The permitted home occupations were those that minimally affected neighbors, such as fully internet or computer-based businesses. Further, in 2019, the home occupation permit was changed from conditional use to interim use, to allow for term limitations, after it was determined that conditional use permits may not have renewal requirements. All home occupation permits had always been initially issued for one year and then required renewal every five years; the goal was to evaluate the effect on the neighborhood and then encourage people to move their businesses to business districts and thus contribute more to City's economy and development. Considering the nonexistence of home occupation permit applications, two options for revising the ordinance to make it more relevant were considered. The first one was to allow most home occupations as accessory use which would not require a permit, provided certain requirements intended to reduce the neighborhood's impact were met. In essence, this would leave few home occupations that would need an interim use permit, as most would be either permitted or banned.

Option two would be to significantly reduce the application fee for the initial one-year term, coupled with allowing staff to approve the initial application without the need for a public hearing and planning commission or council involvement. This would also be accompanied by an awareness campaign to share home occupations rules and requirements, and a willingness to go after those who conduct business from home without obtaining a permit, including charging administrative fines for ordinance violation when appropriate. Staff opted to propose option one and allow most home occupations as accessory use and loosen restrictions on the ordinance.

Motion made by Councilmember Lozinski, Seconded by Councilmember Moua-Leske to adopt Ordinance 26-006 amending Chapter 86, Section 50 Home Occupations and Businesses and authorizing its summary publication. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Lozinski, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schwartz. The motion **Carried. 6-0.**

Adoption of an Ordinance Amending Table 86-185 Sign Limitations under Section 86-185 District Regulations

A minor change to Table 86-185 that would allow people to keep small temporary signs longer than previously allowed. All temporary signs were allowed to be placed in a yard and out of the public right-of-way up to 14 consecutive days and 60 days total in a year. Staff concluded that there would be no harm in allowing people to keep a single small cardboard sign placed next to their houses for longer. Such signs may be favorite team appreciation, dance club promotion, or school recognition.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to adopt Ordinance 26-007 amending Table 86-185 Sign Limitations under Chapter 86, Section 185 District Regulations and authorize its summary publication. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Lozinski, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schwartz. The motion **Carried. 6-0.**

Adoption of an Ordinance Amending Section 86-247 Landscaping

Minor changes to clarify where specific landscaping requirements were applicable. Councilmembers asked for further clarification on how tree planting requirements and certificates of occupancy were linked together. Gutman explained that on residential lots the requirement to plant trees on a newly built property would shift from the builder to the homeowner. Previously builders had to install trees to meet ordinance requirements but often the new homeowner

didn't like either the species of trees planted or the location and ended up removing them to plant their own trees. This was an additional cost to both homeowners and builders, that was unnecessary.

Motion made by Councilmember Lozinski, Seconded by Councilmember Moua-Leske to adopt Ordinance 26-008 amending Chapter 86, Section 247 Landscaping and authorizing its summary publication. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Lozinski, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schwartz. The motion **Carried. 6-0.**

Adopt Resolution Supporting a Lyon County Regional Landfill Request for Legislative Funding for a Poly Fluoroalkyl Substances (PFAS) Treatment Facility

The City of Marshall has an industrial user agreement with Lyon County accepting regional landfill leachate. Due to the leachate containing PFAS, Lyon County, the City of Marshall and the State of Minnesota desire to eliminate these contaminants from our wastewater stream. City and county representatives met to discuss PFAS in waste streams. During the discussion Lyon County asked the city for support for their legislative request for funding of a PFAS Treatment Facility at the Lyon County Regional Landfill. To help achieve Marshall's goal of PFAS reduction staff have enlisted the services of the Coalition of Greater MN Cities government relations team. Lyon County would also draft a resolution of support to be submitted to legislature.

Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn to adopt Resolution 26-029 supporting a Lyon County Regional Landfill request for legislative funding for a Poly Fluoroalkyl Substances Treatment Facility. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Lozinski, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schwartz. The motion **Carried. 6-0.**

Commission/Board Liaison Reports

Byrnes	Fire Relief Association reviewed their retirement benefit funds and the fund was still healthy. SWRDC reviewed all of their program offering.
Alcorn	Public Housing was investigating a recent fire at one of their locations and have been unable to contact the tenant.
Lozinski	MMU Commission gave a tour of the Marshall water plant.
Moua-Leske	CVB was still exploring more options to replace Prairie Jam.
Schafer	Airport Commission wished to change the recommended location for the fuel farm and would have the consultant look at a new site.
Schroeder	Absent.
Schwartz	Library board reviewed budgets and talked about upcoming summer events. The Community Services Advisory Board will be touring the new aquatic center later this summer and the summer brochure was scheduled to come out in a week or so.

City Administrator

The bandshell advisory committee will have their first meeting on April 16. A structural engineering report was done again on the bandshell, and staff were told it was ok to hold events for this upcoming summer.

Director of Public Works/City Engineer
Phase two of the Highway 19 corridor was set to begin April 15 starting at the Main/College Drive intersection and extending to the Marshall Street/Highway 19 bridge.

City Attorney
No report.

Administrative Brief
There were no questions about the Administrative Brief.

Information Only
There were no questions about the Information Only items.

Upcoming Meetings
There were no questions or comments about the Upcoming Meetings.

Adjournment
At 6:34 PM Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to adjourn the meeting. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Lozinski, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schwartz. The motion **Carried. 6-0.**

Attest:

_____ _____
City Clerk Mayor

CITY OF MARSHALL
AGENDA ITEM REPORT

Presenter:	Jason Anderson
Meeting Date:	Tuesday, April 28, 2026
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Project ST-001-2026: Chip Sealing on Various City Streets - Consider Resolution Accepting Bid (Awarding Contract)
Background Information:	Bids were received on April 15, 2026, for the above-referenced project. Three bids were received as shown on the attached bid tabulation and resolution. The apparent low bid was received from Pearson Bros., Inc. of Hanover, Minnesota, in the amount of $132,459.35. The engineer's estimate for this project was $153,717. Attached is a map showing the segments proposed for chip seal, and the routes are shown in tabular fashion below. Emphasis is given to newly reconstructed streets, State Aid routes, and re-seals of "newer" street sections. The goal of this program is to work to extend the life of our pavements, thereby deferring future capital improvements. The low proposal included all streets shown below (excluding "Alternate Streets").

BASE BID STREETS			
Street	**From-To**	**Street**	**From-To**
Michigan Rd.	N. T.H. 59 - MERIT Training Rd.	Maple St.	S. 2nd St. - S. 1st St.
Michigan Rd.	MERIT Center Gravel Rd. - Atlantic Ave	Service Dr.	Jewett St. - O'Connell St.
Charles Ave. / S. Hill / S. Minnesota	2025 Construction area	Madrid Circle (Airport Park)	Channel Parkway - Channel Parkway
Grimes St.	S. 2nd St. - Williams St.	Floyd Wild Dr.	Canoga Park Dr. - E. Southview Dr.
South 2nd St.	Country Club Dr. - George St.	Canoga Park Dr.	T.H. 23 - Canoga Park Circle
Lucille St.	S. 4th St. - S. 2nd St.	O'Connell St.	Service Dr. - Birch St.
Williams St.	Grimes St. - Maple St.	N. 7th St.	W. Fairview St. - Kossuth Av

ALTERNATE STREETS			
Street	**From-To**	**Street**	**From-To**
South Bend Ave.	Southview Dr. - Camden Dr.	Marguerite Ave.	Southview Dr. - Camden Dr.

Due to advantageous pricing, City staff would recommend adding the alternate streets to the list of streets to be sealed. Adding the alternates at an estimated cost of $8,126.25 will bring the total project cost to $140,585.60.

Fiscal Impact:	The 2026 Street Department budget includes a $165,000 line item for this project. Staff proposes to work with our contractor to add the alternate streets to the project, while still ensuring that our project is completed on-budget. Adding the alternates increases the project total to $140,585.60.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council adopt RESOLUTION 26-030, which is the "Resolution Accepting Bid (Award Contract)" for Project ST-001-2026: Bituminous Chip Sealing on Various City Streets to Pearson Bros., Inc. of Hanover, Minnesota, in the amount of $132,459.35, with a maximum expenditure not-to-exceed the budgeted amount of $165,000.00.

RESOLUTION 26-030

RESOLUTION ACCEPTING BID (AWARD CONTRACT)

WHEREAS, pursuant to an advertisement for bids for the following project:

PROJECT ST-001-2026: CHIP SEALING ON VARIOUS CITY STREETS

bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement for bids:

Bidder	Bid Amount
Allied Blacktop Company Maple Grove, MN	$150,578.60
Asphalt Surface Technologies Corp. St. Cloud, MN	$137,203.00
Pearson Bros., Inc. Hanover, MN	$132,459.35

AND WHEREAS, it appears that Pearson Bros., Inc. of Hanover, Minnesota, is the lowest responsible bidder.

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

1. The Mayor and City Clerk are hereby authorized and directed to enter into a contract with Pearson Bros., Inc. of Hanover, Minnesota, in the amount of $132,459.35, for an amount not-to-exceed the budgeted amount of $165,000.00, according to the plans and specifications on file in the Office of the City Clerk.

Passed and adopted by the City Council this 28th day of April, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

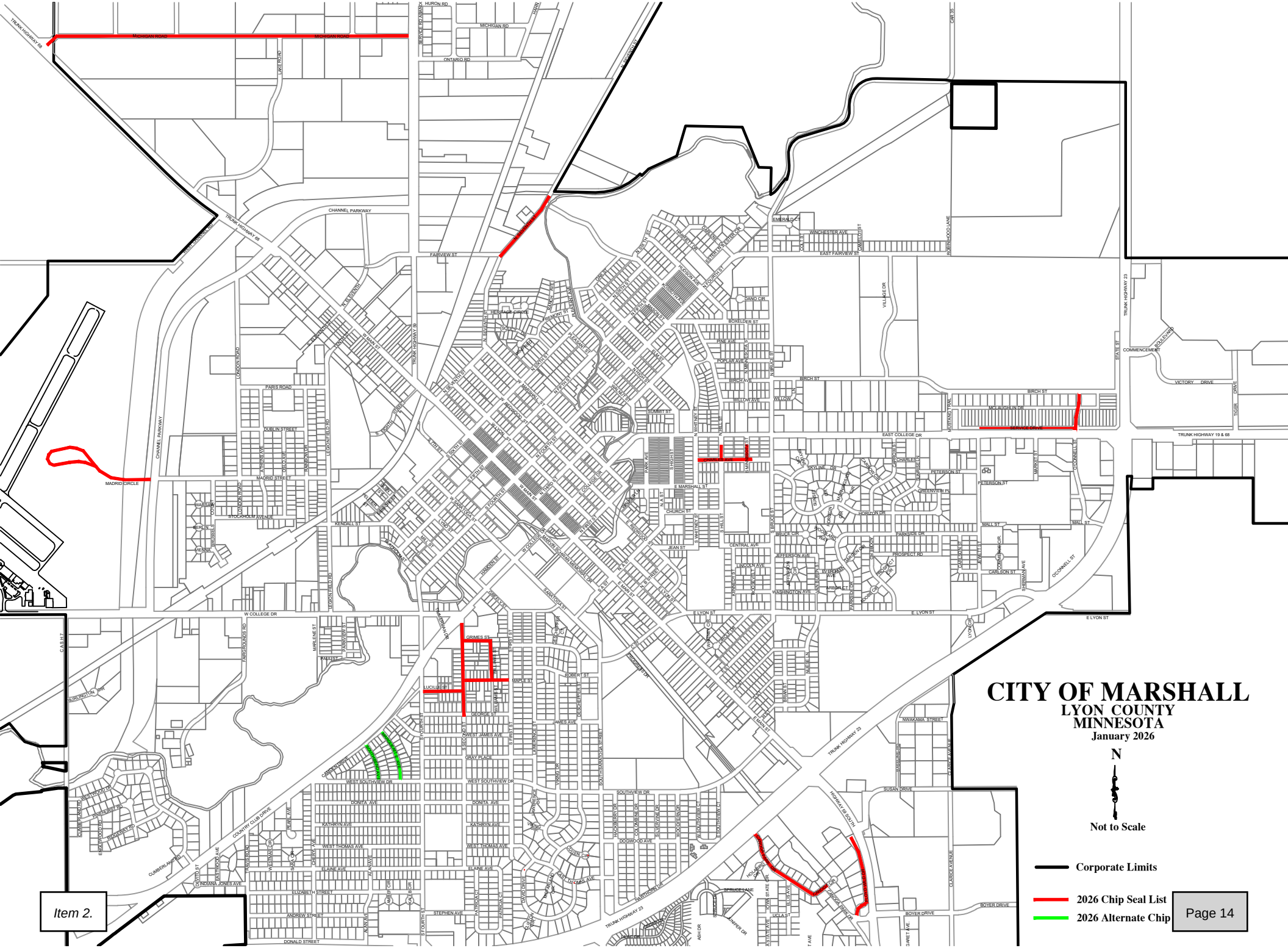
This Instrument Drafted by: Jason R. Anderson, P.E.; Director of Public Works/City Engineer

BID TABULATION

ST-001-2026: 2026 BITUMINOUS CHIP SEALING PROJECT
MARSHALL, MINNESOTA

BID OPENING INFORMATION: **April 15, 2026 / 10:00 AM (Local Time)**
ANTICIPATED AWARD DATE: **April 28, 2026**

NAME OF BIDDER	BID AMOUNT	COMMENTS
Allied Blacktop Company Maple Grove, MN	$150,578.60	
Asphalt Surface Technologies Corp. St. Cloud, MN	$137,203.00	
Pearson Bros., Inc. Hanover, MN	$132,459.35	**Apparent Low Bid**


CITY OF MARSHALL
LYON COUNTY
MINNESOTA
January 2026
N
Not to Scale
Corporate Limits
2026 Chip Seal List
2026 Alternate Chip

CITY OF MARSHALL
AGENDA ITEM REPORT

Presenter:	Jason Anderson
Meeting Date:	Tuesday, April 28, 2026
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Project ST-002-2026: Bituminous Overlay on Various City Streets – Consider Resolution Accepting Bid (Awarding Contract)
Background Information:	This project is an annual street mill and overlay project that also includes ADA improvements at sidewalk ramp crossings. The project estimate for mill and overlay was $626,943, including all streets shown below (excluding "Alternate Streets") and ADA sidewalk ramp work. The 2026 Capital budget includes $650,000 for this project. **Street** / **From-To** Carrow Street (Mill All) — Horizon Dr. - East College Dr. Michigan Road (Edge Mill) — Lake Road - MMUA Training Center Road McLaughlin Dr. (Edge Mill) — Mustang Trail - O'Connell Street Service Road (Edge Mill) — McLaughlin Dr. - 1st connection to East College Dr. Camden Dr. (Mill All) — James Avenue - Southview Dr. Margaret Avenue (Mill All) — Susan Dr. - Boyer Dr. (Walmart Service Road) Scott Street (Edge Mill) — Genesis Avenue - Windstar Street Washington Avenue (Mill All) — Bruce Street - Van Buren Street Van Buren Street (Mill All) — Washington Street - Jefferson Avenue Evergreen Avenue (Mill All) — Van Buren Street - Parkside Dr. Ellis Avenue (Edge Mill) — Canoga Park Dr. - South End **Alternate Streets** / **From-To** Canoga Park Dr. (Edge Mill) — T.H. 59 - Canoga Park Dr./Circle On April 21, 2026, bids were received for the above-referenced project. Four bids were received as shown on the attached Resolution Accepting Bid and attached bid tabulation. The low bid was from Duininck, Inc. of Prinsburg, Minnesota, in the amount of $532,361.50. The low bid does not include costs to overlay the alternate street. Due to advantageous pricing, City staff would propose to include the alternate street with this construction project. Our goal is to resurface as many streets as we can with our available budget each year, and not completing additional streets with this year's budget would be deferring maintenance into future years.
Fiscal Impact:	The 2026 Capital budget includes $650,000 for this project. Duininck, Inc. bid amount is $532,361.50. Including the alternate street into the project quantities increases the project cost by $62,479.74 to a total of $594,841.24.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council adopt RESOLUTION NUMBER 26-031, which provides for the Resolution Accepting Bid (Awarding Contract) and authorizing entering into an agreement with Duininck, Inc. of Prinsburg, Minnesota, in the amount of $532,361.50 for Project ST-002-2026. The recommendation includes authorizing City staff to resurface the alternate street with this project, with a maximum expenditure not to exceed the budgeted amount of $650,000.00.

RESOLUTION NUMBER 26-031

RESOLUTION ACCEPTING BID (AWARD CONTRACT)

WHEREAS, pursuant to an advertisement for bids for the following project:

PROJECT ST-002-2026
BITUMINOUS OVERLAY ON VARIOUS CITY STREETS

bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement for bids:

Bidder	Bid Amount
Central Specialties Inc. Alexandria, MN	$625,607.80
Duininck, Inc. Prinsburg, MN	$532,361.50
Hulstein Excavating Inc. Edgerton, MN	$823,518.25
Mark Sand & Gravel Co. Fergus Falls, MN	$682,240.20

AND WHEREAS, it appears that Duininck, Inc. of Prinsburg, Minnesota, is the lowest responsible bidder.

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

1. The Mayor and City Clerk are hereby authorized and directed to enter into an agreement with Duininck, Inc. of Prinsburg, Minnesota, in the amount of $532,361.50, with a maximum expenditure of $650,000.00, in the name of the City of Marshall for the above-referenced project, according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.

Passed and adopted by the City Council this 28th day of April, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

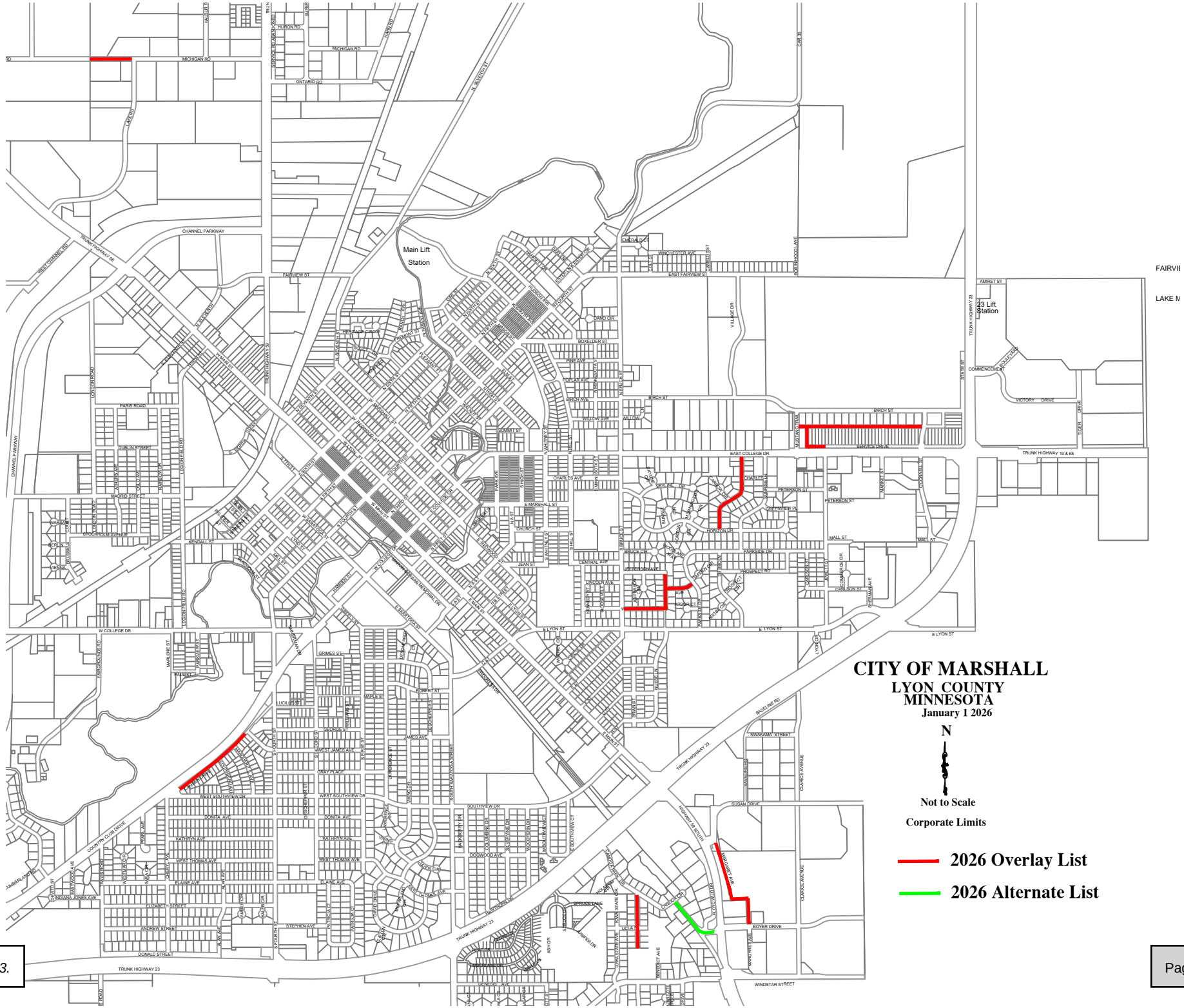
This Instrument Drafted by: Jason R. Anderson, P.E.; Director of Public Works/City Engineer

BID TABULATION

PROJECT ST-002-2026
2026 BITUMINOUS RESURFACING ON VARIOUS CITY STREETS
MARSHALL, MINNESOTA

BID OPENING INFORMATION: **April 21, 2026 / 10:00 AM (Local Time)**
ANTICIPATED AWARD: **April 28, 2026**

NAME OF BIDDER	BID AMOUNT	COMMENTS
Central Specialties Inc. Alexandria, MN	$625,607.80	
Duininck, Inc. Prinsburg, MN	$532,361.50	**Apparent Low Bid**
Hulstein Excavating Inc. Edgerton, MN	$823,518.25	
Mark Sand & Gravel Co. Fergus Falls, MN	$682,240.20	


Main Lift Station
23 Lift Station
CITY OF MARSHALL
LYON COUNTY
MINNESOTA
January 1 2026
N
Not to Scale
Corporate Limits
2026 Overlay List
2026 Alternate List

CITY OF MARSHALL
AGENDA ITEM REPORT

Presenter:	Jason Anderson
Meeting Date:	Tuesday, April 28, 2026
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Project ST-002-2026SA: Bituminous Overlay on Various State Aid Streets – Consider Resolution Accepting Bid (Awarding Contract)
Background Information:	The current project estimate for the Municipal State Aid Street mill and overlay project is $505,440, including all streets shown below and ADA sidewalk ramp work. This project is identified on our CIP at $400,000, but it did not include the intersection of Susan Drive near US59. When accounting for updated project quantities our current cost estimate arrives at $505,440. The project will be funded with Municipal State Aid Street (MSAS) dollars. The current MSAS account balance is ($1,181,854). Our low balance threshold is ($4,000,000). **Street** / **From-To** South 6th Street (Mill Edge) — Saratoga Street to Kendall Street South 4th Street (Mill Edge) — Elaine Avenue to T.H. 23 Windstar Street (Mill Edge) — Saratoga Street to Scott Street Susan Drive (Mill All) — Intersection off T.H. 59 On April 21, 2026, bids were received for the above-referenced project. Two bids were received as shown on the attached Resolution Accepting Bid and attached bid tabulation. The low bid was from Duininck, Inc. of Prinsburg, Minnesota, in the amount of $485,609.50.
Fiscal Impact:	The project will be funded with Municipal State Aid Street (MSAS) dollars. The current MSAS account balance is ($1,181,854). Our low balance threshold is ($4,000,000). At the January 13, 2026 meeting, the City Council approved the Resolution for Municipal State Aid Street Funds Advance and authorized staff to advance funding for this project, as well as some others.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council adopt RESOLUTION NUMBER 26-032, which provides for the Resolution Accepting Bid (Awarding Contract) and authorizing entering into an agreement with Duininck, Inc. of Prinsburg, Minnesota, in the amount of $485,609.50 for Project ST-002-2026SA: Bituminous Overlay on Various State Aid Streets.

RESOLUTION NUMBER 26-032

RESOLUTION ACCEPTING BID (AWARD CONTRACT)

WHEREAS, pursuant to an advertisement for bids for the following project:

PROJECT ST-002-2026SA
BITUMINOUS OVERLAY ON VARIOUS STATE AID STREETS

bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement for bids:

Bidder	Bid Amount
Central Specialties Inc. Alexandria, MN	$539,894.45
Duininck, Inc. Prinsburg, MN	$485,609.50

AND WHEREAS, it appears that Duininck, Inc. of Prinsburg, Minnesota, is the lowest responsible bidder.

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

1. The Mayor and City Clerk are hereby authorized and directed to enter into an agreement with Duininck, Inc. of Prinsburg, Minnesota, in the amount of $485,609.50, in the name of the City of Marshall for the above-referenced project, according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.

Passed and adopted by the City Council this 28th day of April, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

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

BID TABULATION

PROJECT ST-002-2026 SA
2026 BITUMINOUS RESURFACING ON VARIOUS CITY STATE AID STREETS
MARSHALL, MINNESOTA

BID OPENING INFORMATION: **April 21, 2026 / 2:00 PM (Local Time)**
ANTICIPATED AWARD: **April 28, 2026**

NAME OF BIDDER	BID AMOUNT	COMMENTS
Central Specialties Inc. Alexandria, MN	$539,894.45	
Duininck, Inc. Prinsburg, MN	$485,609.50	**Apparent Low Bid**

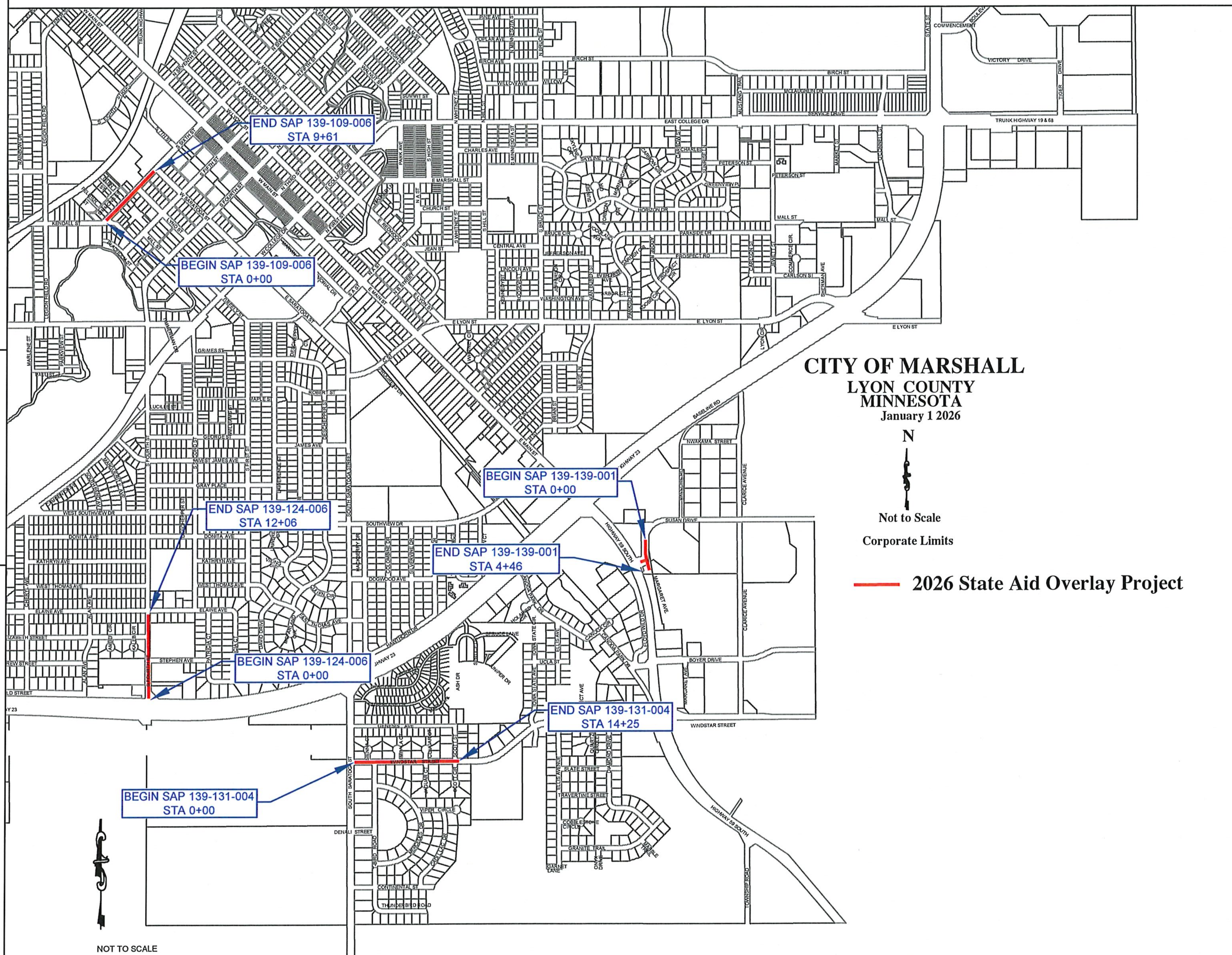
State Of Minnesota
City of Marshall, Minnesota
Project Number ST-002-2026SA

Construction Plans for Bituminous Overlays & Pedestrian Ramp Improvements within the City of Marshall

SAP 139-109-006 S. 6th Street | SAP 139-124-006 S. 4th Street | SAP 139-131-004 Windstar Street | SAP 139-139-001 Susan Drive

LEGEND

ALIGNMENT STATIONS	
GAS LINE	GAS
COMMUNICATION LINE	COM
FIBER LINE	FIB
UNDERGROUND POWER	UGP
STREET LIGHT	
EXISTING CATCH BASIN	
EXISTNG STORM MANHOLE	D
EXISTING SANITARY MANHOLE	S
EXISTING HYDRANT	
EXISTING WATER VALVE	WV
NEW CATCH BASIN	
NEW HYDRANT	
NEW WATER VALVE	WV
NEW SANITARY MANHOLE	S
NEW STORM MANHOLE	D
BENCHMARK TOP NUT HYDRANT	



INDEX

SHEET NO.	DESCRIPTION
1	Title Sheet
2-3	Estimated Quantity Sheet
4	Construction Notes Sheet
5	Detail Sheet
6-7	Alignment Plan Sheets
8-12	ADA Plan Sheets
13-22	MNDOT Standard Plan Sheets

SPECIFICATION REFERENCE

THE 2025 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION".

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

THE CITY OF MARSHALL STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.

Project Length

SAP 139-139-001	446	Feet	0.084	Miles
SAP 139-131-004	1425	Feet	0.270	Miles
SAP 139-109-006	961	Feet	0.182	Miles
SAP 139-124-006	1206	Feet	0.228	Miles

Scales

Alignment Plan 1"=100'

ADA Plan 1"=20'

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

DESIGN ENGINEER, MARSHALL.MN. DATE_____ REG NO 53322

DESIGN ENGINEER, PRINTED NAME DATE_____ REG NO 53322

APPROVED: CITY ENGINEER, MARSHALL MINNESOTA DATE_____ REG NO 53322

DISTRICT STATE AID ENGINEER, REVIEWED FOR COMPLIANCE WITH STATE AID RULES/POLICIES DATE_____

APPROVED FOR FUNDING, STATE AID ENGINEER DATE_____

DESIGNED BY: JAR

DRAWN BY: JAR

Item 4.

DATE	REVISIONS	INIT.

MARSHALL

ENGINEERING DEPARTMENT
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

2026 State Aid Mill and Overlay Project

TITLE SHEET

CITY PROJECT NO. ST-002-2026 SA

DATE 01/01/2026

STATE AID PROJECT NO. 139-139-001

SHEET NO. 1

CITY OF MARSHALL
AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, July 8, 2025
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval to Declare Eats and Beats on Third Street a Community Festival
Background Information:	The City of Marshall, in collaboration with Discover Marshall, Small Town Events LLC and local sponsors, are bringing a new event to Third Street. Eats and Beats will be from 6PM to 8PM and will offer different food vendors as well as live music. Additional information can be found here: Small Town Events LLC
Fiscal Impact:	N/A
Alternative/ Variations:	
Recommendations:	To adopt Resolution 25-054 Declaring Eats and Beats on Third Street a Community Festival.

RESOLUTION NUMBER 26-033

AUTHORIZATION TO DECLARE THE EATS & BEATS ON 3RD STREET A COMMUNITY FESTIVAL

WHEREAS, the City of Marshall recognizes the importance of fostering a vibrant and connected community through arts, culture, and local engagement; and

WHEREAS, "Eats and Beats on 3rd Street" is a recurring community event designed to bring residents and visitors together in downtown Marshall to enjoy live music, food vendors, and family-friendly entertainment; and

WHEREAS, this event contributes to the economic vitality of the downtown area by supporting local businesses, musicians, and food vendors; and

WHEREAS, the event encourages community pride, social connection, and enhances the quality of life for all who attend.

NOW, THEREFORE, BE IT RESOLVED, that the City Council declares the Eats & Beats Community events scheduled for 2026 as a "Community Festival".

Passed and adopted by the Common Council this 28th day of April 2026.

_____
Mayor of the City of Marshall

ATTEST:

_____
City Clerk

EATS & BEATS

3RD STREET | DOWNTOWN MARSHALL

6:00PM-8:00PM

June 18th
JAKE NELSON

June 25th
KAYLA DANIELS

July 9th
DANICA MICHAELS

JUNE 16th CRAZY DAYS
BUFFALO ALICE

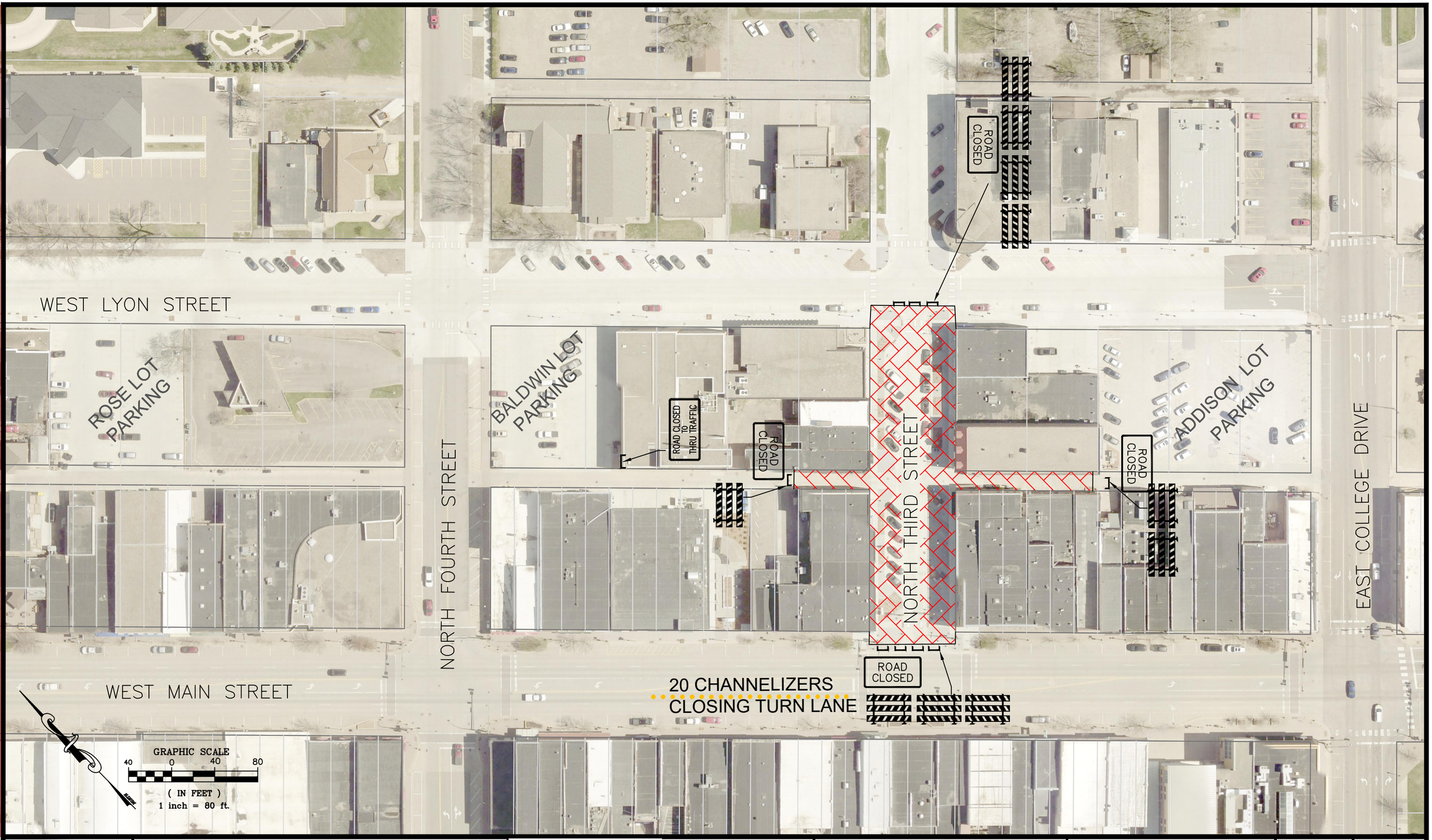
July 23rd
WALNUT GROVE MERCATNILE CELEBRATION NIGHT!
75 Years of Klien Honey & 25 years of Walnut Grove Mercantile
PENNY PEACHES

VISIT MARSHALL
CULTIVATING THE BEST EXPERIENCES

SMALL TOWN Events LLC

CITY OF MARSHALL
AGENDA ITEM REPORT

Presenter:	Jason Anderson
Meeting Date:	Tuesday, April 28, 2026
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Eats & Beats Event on 3rd Street - June 18, 25 / July 9, 16, 23 (Thursdays)
Background Information:	Attached is the request from Visit Marshall for "Eats & Beats on 3rd Street" to be held from 5:30PM-9:00PM on the following Thursdays in 2026: - June 18 - June 25 - July 9 - July 16 - July 23 The request is for the closure of North 3rd Street from W Main Street to W Lyon Street, including closure of the alley crossing of N 3rd Street, from 5:30pm-9pm for picnic tables, food trucks, cash bar & vendors.
Fiscal Impact:	Staff time.
Alternative/ Variations:	No alternative actions are recommended.
Recommendations:	that the Council approves the request for the closure of North 3rd Street from W Main Street to W Lyon Street, including closure of the alley crossing of N 3rd Street, from 5:30pm-9:00pm on the Thursdays referenced above, with the requirement that proper MUTCD traffic control devices are in place for each of the events.



DESIGNED BY: G.J.S.
DRAWN S.
APPRO A.
SCALE: 1"=80'

Item 6.

DATE	REVISIONS	INIT.

MARSHALL

ENGINEERING DEPARTMENT
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

EATS & BEATS

ROAD CLOSURE

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

DATE_____ LICENSE NO._____

CITY PROJECT NO.

DATE 04/22/2026

STATE AID PROJECT NO. NA

SHEET 1 OF 1

MARSHALL
CULTIVATING THE BEST IN US

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

Applicant Name: Visit Marshall

Applicant Address: 1651 Victory Drive

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

Address of Request: 3rd Street from Main to West Lyon Street.

Reason for Request: Eats & Beats

Start Date of Request: June 18, 25th / July 9, 16, 23rd Start Time: 5:30pm am/pm

End Date of Request: June 18, 25th / July 9, 16, 23rd End Time: 9:00pm am/pm

Brief Description of Area Requested for Private Use/Closure (attach map): We will have a stage, Picnic Tables, Food Trucks, cash bar & Vendors set up on third street for all to enjoy

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

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

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

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

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

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

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

3/23/26
Date

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

CLICK TO SEND TO PUBLIC WORKS

RECOMMENDATION

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

RECOMMENDATION: ____

____

Special Provisions: ____

____

____

_________________________ ____
Date Director of Public Works/City Engineer

= =

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

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

ATTEST:

__________________________________ ___________________________________
City Clerk Mayor of the City of Marshall, MN

Attachments

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

CITY OF MARSHALL
AGENDA ITEM REPORT

Presenter:	Jason Anderson
Meeting Date:	Tuesday, April 28, 2026
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Project ST-012-2025: S Hill Street / S Minnesota Street / Charles Avenue Reconstruction Project - 1) Resolution Declaring Cost to Be Assessed and Ordering Preparation of Proposed Assessment; 2) Resolution for Hearing on Proposed Assessment
Background Information:	This project consisted of: reconstruction and utility replacement on South Hill Street and South Minnesota Street from East College Drive to Charles Avenue, two alleys from East College Drive to Charles Avenue and Charles Avenue from South Whitney Street to South Minnesota Street. All utilities were replaced, including watermain, sanitary sewer, and storm sewer within the areas identified above. This project also included new water and sewer services to the right-of-way. Other items of work included in this project were pavement removal, aggregate base, bituminous surfacing, concrete surfacing, sidewalks, curb and gutter and other minor work.
Fiscal Impact:	Attached please find a "Resolution Declaring Cost to be Assessed and Ordering the Preparation of the Proposed Assessment" for the project. The following is a breakdown of the proposed project funding. The costs shown below include 16% for engineering and administrative costs, for a total project cost of $1,137,665. The following is a proposed breakdown of the project funding: Wastewater Fund $ 85,397 Marshall Municipal Utilities-Water 315,900 Surface Water Management Utility 14,179 City Participation (Ad Valorem) 532,890 Assessed to Property Owners 189,299 Total Project Amount $1,137,665 Attached please find the "Resolution for Hearing on Proposed Assessment," setting the hearing date for the proposed assessments on May 26, 2026, for the above-referenced project. Per the current Fee Schedule, the assessment interest rate is calculated using the most recent bond interest rate and adding 2% for administrative costs. Per Finance, the 2025A Bonding has a True Interest Cost of 3.78% for the Street Improvements, plus 2%, results in a 5.78% interest rate for Special Assessments. The term of the assessment repayment is proposed by staff to be 8 years. The City has no formal written policy on the term but has followed an administrative past practice to generally match the assessment repayment to the bond repayment term. If the assessment is substantially higher in cases such as commercial assessments, it may be appropriate to increase the assessment repayment term. Alternatively, on smaller assessment projects consideration could be made to shorten the assessment term. One other item to note is that if additional principal is paid each year the interest is recalculated annually to address the payments. Therefore, there is no penalty for individuals to repay on a more accelerated schedule if they choose.

Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council adopt RESOLUTION 26-034, which provides for the "Resolution Declaring Cost to be Assessed and Ordering the Preparation of the Proposed Assessment" for Project ST-012-2025: S Hill Street / S Minnesota Street / Charles Avenue Reconstruction Project. that the Council adopt RESOLUTION NUMBER 26-035, which provides for the "Resolution for Hearing on Proposed Assessment" for Project ST-012-2025: S Hill Street / S Minnesota Street / Charles Avenue Reconstruction Project setting the hearing date on the proposed assessments for May 26, 2026.

RESOLUTION 26-034

**RESOLUTION DECLARING COST TO BE ASSESSED,
AND ORDERING PREPARATION OF PROPOSED ASSESSMENT**

WHEREAS, costs have been determined for the following project:

PROJECT ST-012-2025: S HILL STREET / S MINNESOTA STREET / CHARLES AVENUE RECONSTRUCTION PROJECT -- This project consisted of: reconstruction and utility replacement on South Hill Street and South Minnesota Street from East College Drive to Charles Avenue, two alleys from East College Drive to Charles Avenue and Charles Avenue from South Whitney Street to South Minnesota Street. All utilities were replaced, including watermain, sanitary sewer, and storm sewer within the areas identified above. This project also included new water and sewer services to the right-of-way. Other items of work included in this project were pavement removal, aggregate base, bituminous surfacing, concrete surfacing, sidewalks, curb and gutter and other minor work.

AND WHEREAS, the price for such improvement is $980,746, and the estimated expenses incurred in the making of such improvement amount to $156,919, so that the total estimated cost of the improvement will be $1,137,665.

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

1. The portion of the cost to be assessed against benefited property owners is declared to be approximately $189,299. The portion of the cost to be paid by the Wastewater Fund is hereby declared to be approximately $85,397. The portion of the cost of the project to be paid by Marshall Municipal Utilities-Water is hereby declared to be approximately $315,900. The portion of the cost to be paid by the Surface Water Management Utility is hereby declared to be approximately $14,179. The portion of the cost to be paid by the City (Ad Valorem) is hereby declared to be approximately $532,890.

2. Assessments shall be payable in equal annual principal installments extending over a period of eight (8) years, the first of the installments to be payable on or before the first Monday in January, 2027, and shall bear interest at the rate of 5.78% per annum from the date of the adoption of the assessment resolution.

3. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and he shall file a copy of such proposed assessment in his office for public inspection.

4. The City Clerk shall upon the completion of such proposed assessment, notify the City Council thereof.

Passed and adopted by the City Council this 28th day of April, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

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

RESOLUTION 26-035

RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT

WHEREAS, by a resolution passed by the Council on April 28, 2026, the City Clerk was directed to prepare a proposed assessment of the cost of the improvements for the following project:

> **PROJECT ST-012-2025: S HILL STREET / S MINNESOTA STREET / CHARLES AVENUE RECONSTRUCTION PROJECT --** This project consisted of: reconstruction and utility replacement on South Hill Street and South Minnesota Street from East College Drive to Charles Avenue, two alleys from East College Drive to Charles Avenue and Charles Avenue from South Whitney Street to South Minnesota Street. All utilities were replaced, including watermain, sanitary sewer, and storm sewer within the areas identified above. This project also included new water and sewer services to the right-of-way. Other items of work included in this project were pavement removal, aggregate base, bituminous surfacing, concrete surfacing, sidewalks, curb and gutter and other minor work.

AND WHEREAS, the City Clerk has notified the City Council that such proposed assessment has been completed and filed in his office for public inspection.

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

1. A hearing shall be held on the 26th day of May, 2026 in the Council Chambers of City Hall located at 344 West Main Street to pass upon such proposed assessment, and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and he shall state in the notice the total cost of the improvement. He shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment to the City of Marshall, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. They may at any time thereafter, pay to the City of Marshall, the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before October 15 or interest will be charged through December 31 of the succeeding year.

Passed and adopted by the City Council this 28th day of April, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

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

COST BREAKDOWN
Project ST-012-2025: S Hill Street / S Minnesota Street / Charles Avenue Reconstruction Project
CITY OF MARSHALL, MINNESOTA
Per Final Pay Request #8 dated 12/02/2025 - RESOLUTION 26-XXX - RESOLUTION ADOPTING ASSESSMENT - 05/26/2026

ITEM	TOTAL	SPECIAL ASSESSMENTS	WASTEWATER FUND	MMU	Mn/DOT	SURFACE WATER MANAGEMENT UTILITY	AD VALOREM
SANITARY SEWER	$72,860	$17,458	$55,402				
WATERMAIN	$190,527	$0		$190,527			
STORM SEWER	$8,787	$0				$8,787	
DRIVEWAY	$726	$726		$0			$0
ALLEY	$105,401	$45,168		$45,178			$15,056
SIDEWALK	$3,259	$3,259					$0
STREET	$756,106	$122,689	$29,995	$80,196	$0	$5,392	$517,834
TOTALS	$1,137,665	$189,299	$85,397	$315,900	$0	$14,179	$532,890
% PARTICIPATION	100.0%	16.6%	7.5%	27.8%	0.0%	1.2%	46.8%

CONTRACT AMOUNT	980,746.10	
CONTINGENCIES	0.00	0%
	980,746.10	
ENG. & ADMIN.	156,919.38	16%
	1,137,665.47	

CITY OF MARSHALL
AGENDA ITEM REPORT

Presenter:	Jason Anderson
Meeting Date:	Tuesday, April 28, 2026
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Project SWM-003: Legion Field Stormwater Improvements Project-Phase III – Consider Authorization to Advertise for Bids
Background Information:	In 2024, the MPCA solicited project proposals to distribute $35M to communities for projects to prepare local stormwater infrastructure for the impacts of climate change. The intent of the funding is specifically identified to address water quantity and prevent localized flooding. Per the MPCA, extreme storms have pushed aging and undersized stormwater systems in communities across the state to the breaking point. Over the last 20 years, Minnesota has experienced 10 “mega-rain” events, when at least six inches of rain falls over an area of at least 1,000 square miles. At that time, City staff had identified the Legion Field Stormwater Improvements—Phase III project as an ideal candidate project for this funding. Phase III is the final project that was identified in the 2019 Legion Field Stormwater Study. Phase III will help remedy stormwater flooding in the areas of Kendall Street, Peltier Street, Glenn Street, and Simmons Street, as well as property east and north of the Nexus Apartments on Legion Field Road. The project includes a clearing and grading of approximately 1,100 FT of BNSF railroad ditch that conveys city stormwater from Legion Field Road to the north and east, a new stormwater pipe crossing of the BNSF railroad near Glenn Street, and new large diameter stormwater pipe to convey this water to a new stormwater pond to be constructed on city-owned land north of the Nexus Apartments. The Phase III project is currently identified for 2026 in our CIP. The project has been deferred for numerous years due to lack of funding. At their meeting on 04/09/2024, the City Council authorized City staff to submit for said MPCA Stormwater Resiliency Grant funding for the above-referenced project. At their meeting on 11/12/2024, the City Council authorized execution of a contract with Bolton & Menk, Inc. of Mankato, Minnesota, for an hourly, not to exceed, contract in the amount of $76,500.00 for design of this project. The City was awarded an MPCA Grant in the amount of $867,894.00 for the above-referenced project. At the 12/10/2024 meeting, the City Council accepted the MPCA Grant Agreement, which provides for State compensation and reimbursements to the City of Marshall in the amount of $867,894.00. Engineering costs are not grant eligible, and all construction costs beyond the grant amount will be paid through the Surface Water Management Utility.

	Project plans and specifications are completed and the project is ready to advertise for bids. Additionally, city staff has finally received BNSF Railroad permits for use of their right of way in grading ditches and a pipeline agreement for the installation of the drainage pipe beneath their rail. The engineer's estimated construction cost is $1,000,000 to $1,175,000. Including for 5% contingency and 16% engineering costs on the upper end of the range, the estimate is $1,431,150. On 4/8/2025, the City Council had authorized staff to advertise this project for bids. However, BNSF Railway was very difficult in the permitting process. The process took an excessive amount of time, and initially, they requested excessive compensation for their permits. We've since resolved these matters, and we are now prepared to move forward with project advertisement. At the Public Improvement/Transportation Committee meeting on 03/25/2025, motion by Schafer, second by Lozinski Alcorn that the Committee recommend Council approval of the plans and specifications and authorize City staff to advertise the project for bids. All voted in favor. The motion passed 3:0. As indicated above, City staff had previously received authorization to advertise for this project at the 04/08/2025 City Council meeting. Due to lapse of time between initial authorization and actual advertisement, City staff is returning this item to Council for authorization to advertise.
Fiscal Impact:	This project is included in the 2025 CIP with an estimated cost of $1,400,000.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council approve the plans and specifications and authorize advertisement for bids for Project SWM-003: Legion Field Stormwater Improvements Project-Phase III.

CITY OF MARSHALL, MINNESOTA

CONSTRUCTION PLANS FOR

LEGION ROAD FLOOD MITIGATION - PHASE 3

POND GRADING, DITCH GRADING, STORM SEWER

MARCH, 2024

RESOURCE LIST

CITY OF MARSHALL
CITY HALL
344 W MAIN ST
MARSHALL, MN 56258
507-537-6760

CITY ADMINISTRATOR:
SHARON HANSON

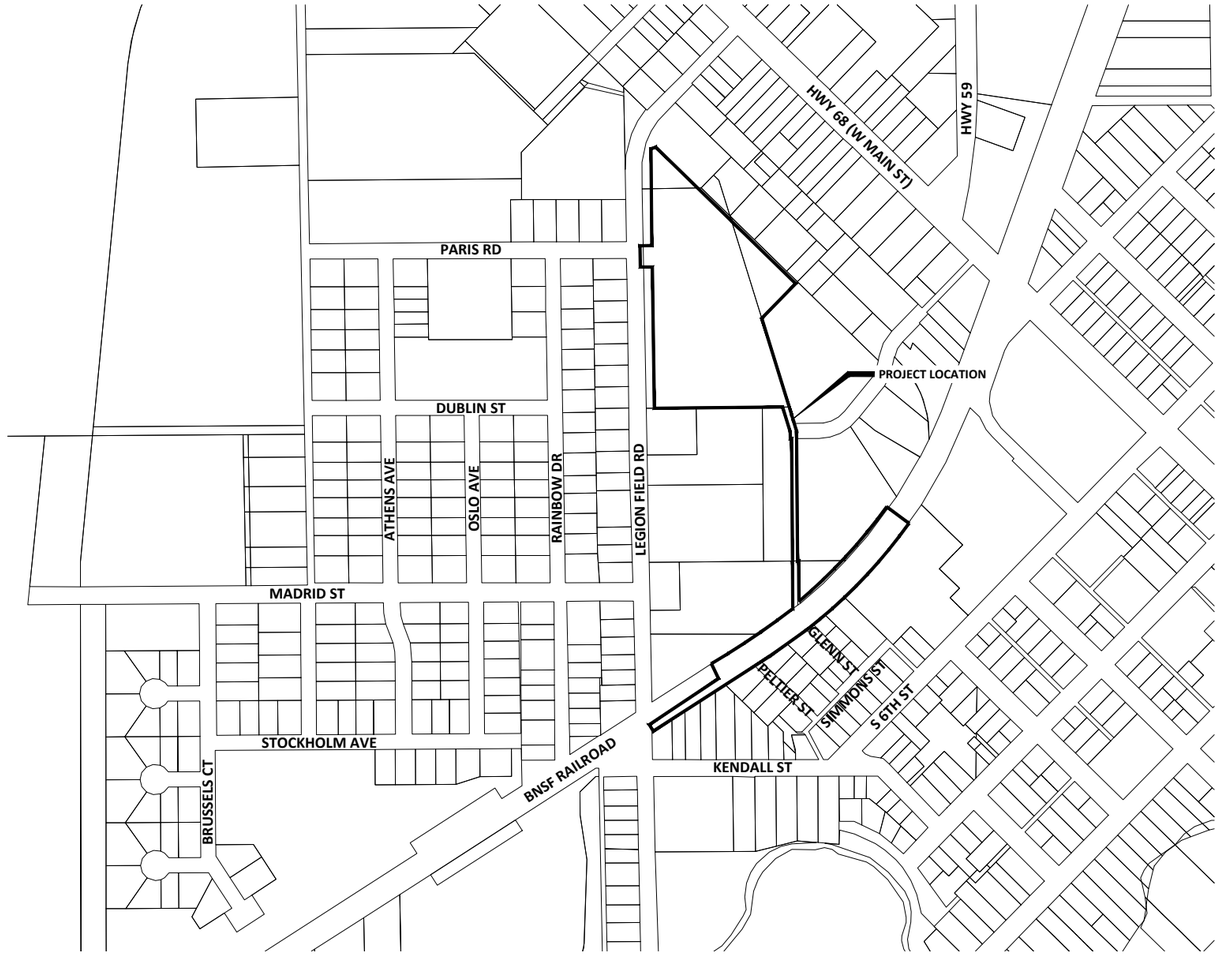
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
JASON ANDERSON
507-537-6051

WASTEWATER SUPERINTENDENT
SCOTT TRUEDSON

WATER OPERATIONS MANAGER
JEFF LARSON

ELECTRICAL OPERATIONS MANAGER
TONY MEAD

PUBLIC WAYS SUPERINTENDENT:
DEAN COUDRON



SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2 - 3	LEGEND & GENERAL NOTES
4	LOCATION SHEET
5	EXISTING CONDITIONS & REMOVALS
6 - 8	DETAILS
9 - 12	STORM WATER POLLUTION PREVENTION PLAN
13	POND GRADING PLAN
14 - 16	STORM SEWER PLAN & PROFILE
17 - 20	DITCH PLAN & PROFILE
21 - 23	CROSS SECTION

THIS PLAN SET CONTAINS 23 SHEETS.

SPECIFICATION REFERENCE

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE "SUPPLEMENTAL SPECIFICATIONS" DATED SEPTEMBER 2022 SHALL GOVERN.

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

THE CITY OF MARSHALL STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

PARTIAL MAP OF THE
CITY OF MARSHALL
LYON COUNTY, MN

0 300 600
SCALE FEET

MAP LEGEND

PROJECT LIMITS

REVIEWED & APPROVED _____ DATE: _____
CITY ENGINEER

BM=1164.07
GSID #86047
AT THE JUNCTION OF TH 59 & TH 68 IN MARSHALL

PROJECT DATUM: LYON COUNTY COORDINATES
HORIZONTAL: NAD83
VERTICAL: NAVD88

RECORD DRAWING INFORMATION
OBSERVER:
CONTRACTOR:
DATE:

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

95% PLAN SET
SHANE T. TRAULICH, P.E.
LIC. NO. 57836 DATE 03/20/2025

BOLTON & MENK
1243 CEDAR STREET NE
SLEEPY EYE, MINNESOTA 56085
Phone: (507) 794-5541
Email: SleepyEye@bolton-menk.com
www.bolton-menk.com

MARSHALL
CULTIVATING THE BEST IN US

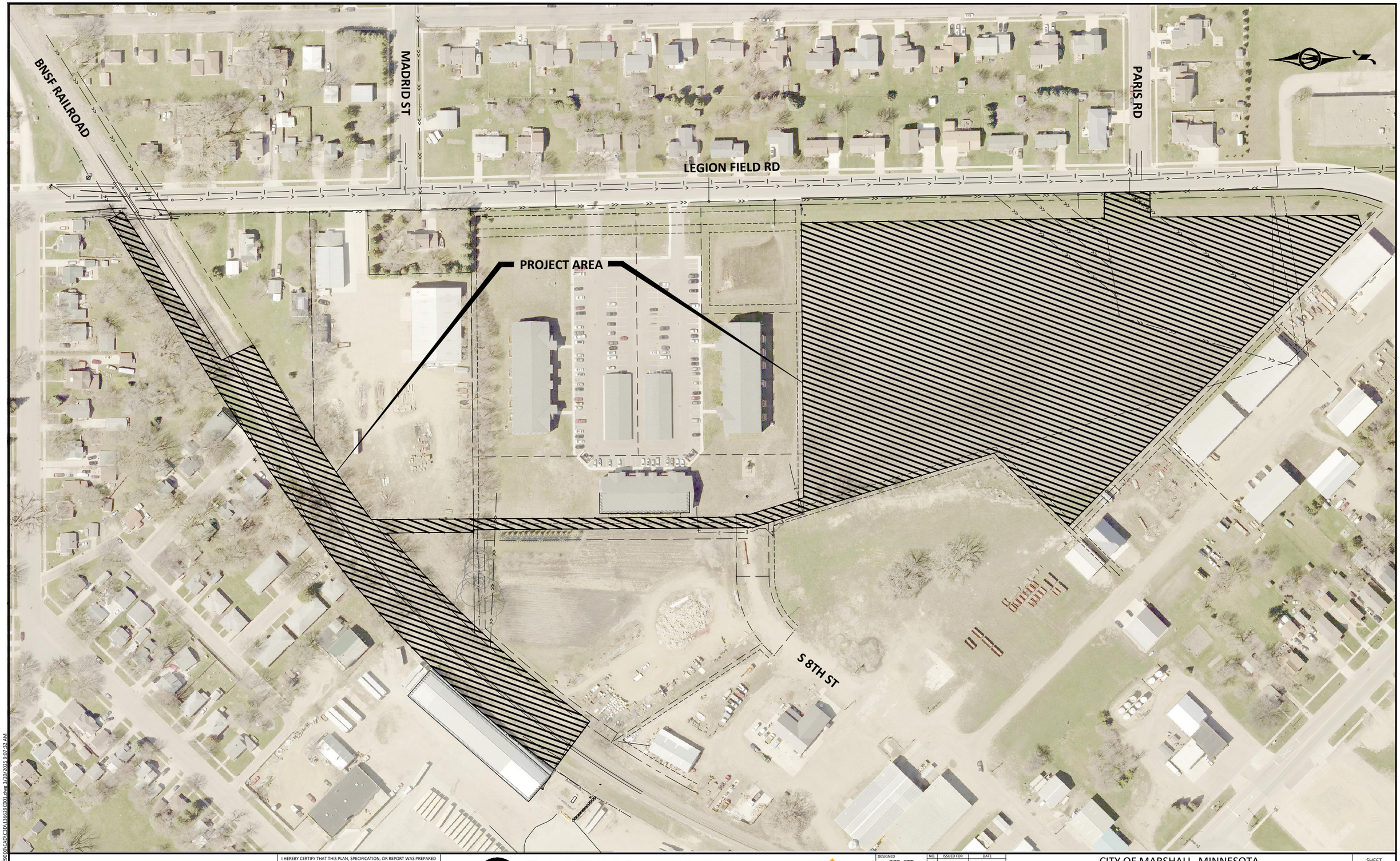
DESIGNED	DTB, STT
DRAWN	DTB, STT
CHECKED	STT
CLIENT PROJ. NO.	24X.136629.000

NO.	ISSUED FOR	DATE

CITY OF MARSHALL, MINNESOTA
LEGION ROAD FLOOD MITIGATION - PHASE 3
TITLE SHEET

SHEET 1

I:\136629000\CAD\C3D\136629G001.dwg 3/20/2025 9:06:22 AM



0 80 160
SCALE FEET

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

95% PLAN SET

SHANE T. TRAULICH, P.E.

LIC. NO. 57836 DATE 03/20/2025

BOLTON & MENK

1243 CEDAR STREET NE
SLEEPY EYE, MINNESOTA 56085
Phone: (507) 794-5541
Email: SleepyEye@bolton-menk.com
www.bolton-menk.com

MARSHALL
CULTIVATING THE BEST IN US

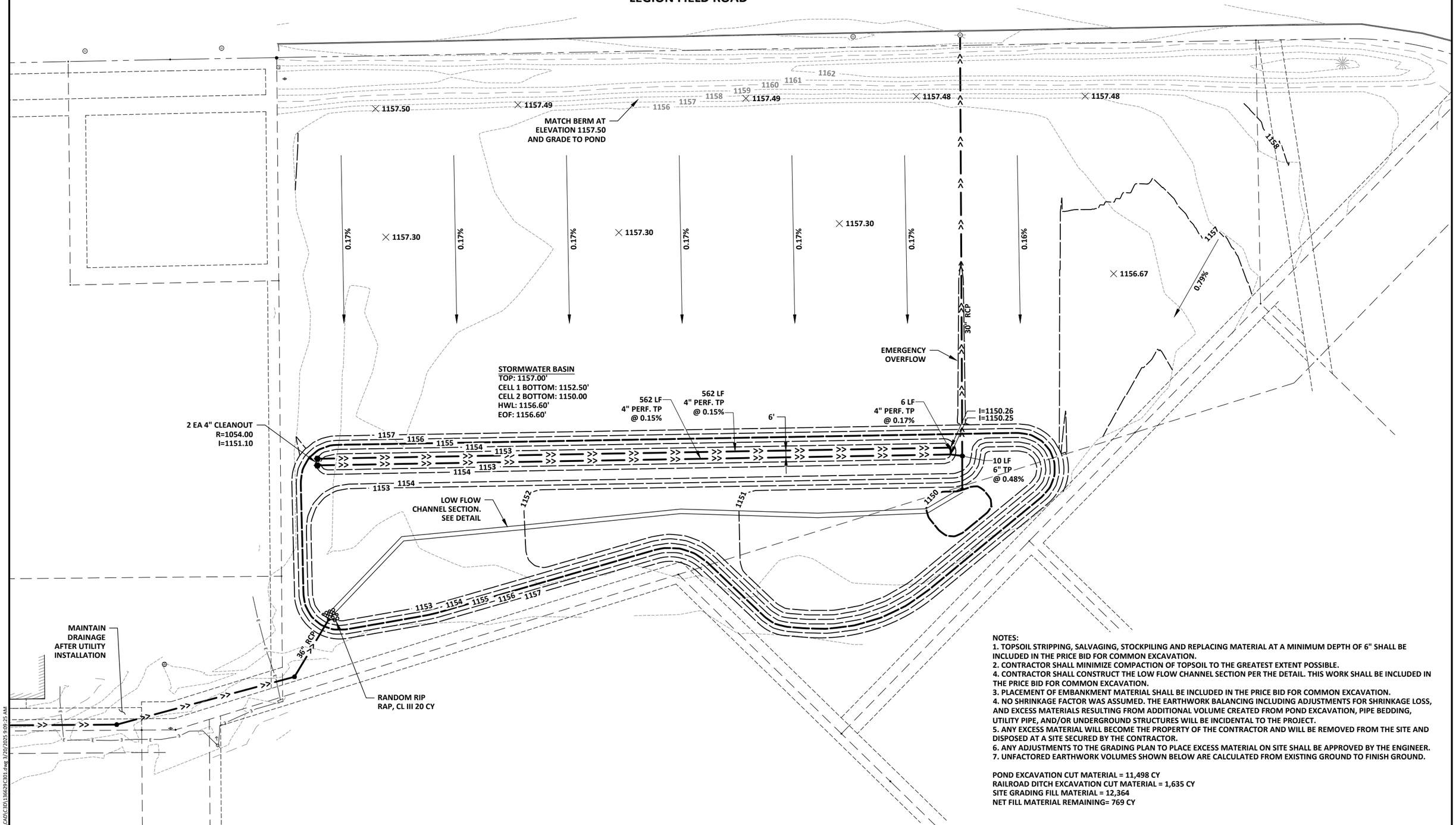
DESIGNED	DTB, STT
DRAWN	DTB, STT
CHECKED	STT
CLIENT PROJ. NO.	24X.136629.000

NO.	ISSUED FOR	DATE

CITY OF MARSHALL, MINNESOTA
LEGION ROAD FLOOD MITIGATION - PHASE 3
LOCATION SHEET

SHEET 4

I:\136629000\CAD\C3D\136629001.dwg 3/20/2025 3:07:32 AM



NOTES:
1. TOPSOIL STRIPPING, SALVAGING, STOCKPILING AND REPLACING MATERIAL AT A MINIMUM DEPTH OF 6" SHALL BE INCLUDED IN THE PRICE BID FOR COMMON EXCAVATION.
2. CONTRACTOR SHALL MINIMIZE COMPACTION OF TOPSOIL TO THE GREATEST EXTENT POSSIBLE.
4. CONTRACTOR SHALL CONSTRUCT THE LOW FLOW CHANNEL SECTION PER THE DETAIL. THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR COMMON EXCAVATION.
3. PLACEMENT OF EMBANKMENT MATERIAL SHALL BE INCLUDED IN THE PRICE BID FOR COMMON EXCAVATION.
4. NO SHRINKAGE FACTOR WAS ASSUMED. THE EARTHWORK BALANCING INCLUDING ADJUSTMENTS FOR SHRINKAGE LOSS, AND EXCESS MATERIALS RESULTING FROM ADDITIONAL VOLUME CREATED FROM POND EXCAVATION, PIPE BEDDING, UTILITY PIPE, AND/OR UNDERGROUND STRUCTURES WILL BE INCIDENTAL TO THE PROJECT.
5. ANY EXCESS MATERIAL WILL BECOME THE PROPERTY OF THE CONTRACTOR AND WILL BE REMOVED FROM THE SITE AND DISPOSED AT A SITE SECURED BY THE CONTRACTOR.
6. ANY ADJUSTMENTS TO THE GRADING PLAN TO PLACE EXCESS MATERIAL ON SITE SHALL BE APPROVED BY THE ENGINEER.
7. UNFACTORED EARTHWORK VOLUMES SHOWN BELOW ARE CALCULATED FROM EXISTING GROUND TO FINISH GROUND.

POND EXCAVATION CUT MATERIAL = 11,498 CY
RAILROAD DITCH EXCAVATION CUT MATERIAL = 1,635 CY
SITE GRADING FILL MATERIAL = 12,364
NET FILL MATERIAL REMAINING= 769 CY

I:\Projects\136629000\CAD\C3D\136629C301.dwg 3/20/2025 9:09:25 AM

HORZ. SCALE 0 40 80 FEET

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

95% PLAN SET

SHANE T. TRAULICH, P.E.
LIC. NO. 57836 DATE 03/20/2025

BOLTON & MENK
1243 CEDAR STREET NE
SLEEPY EYE, MINNESOTA 56085
Phone: (507) 794-5541
Email: SleepyEye@bolton-menk.com
www.bolton-menk.com

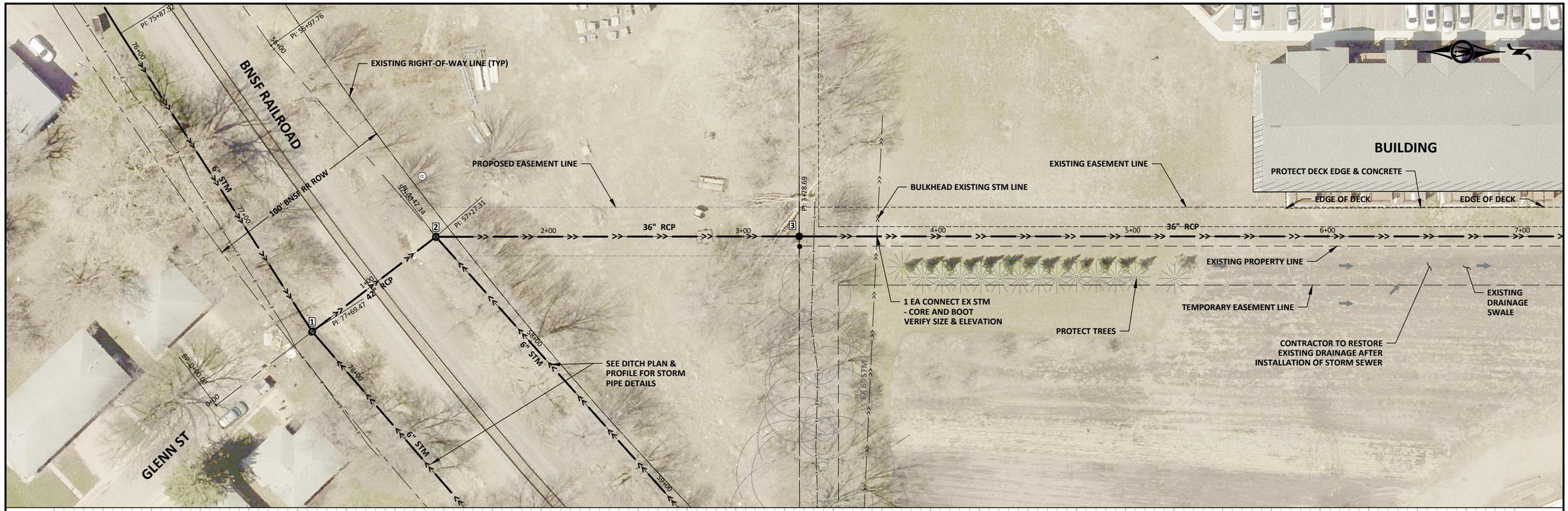
MARSHALL
CULTIVATING THE BEST IN US

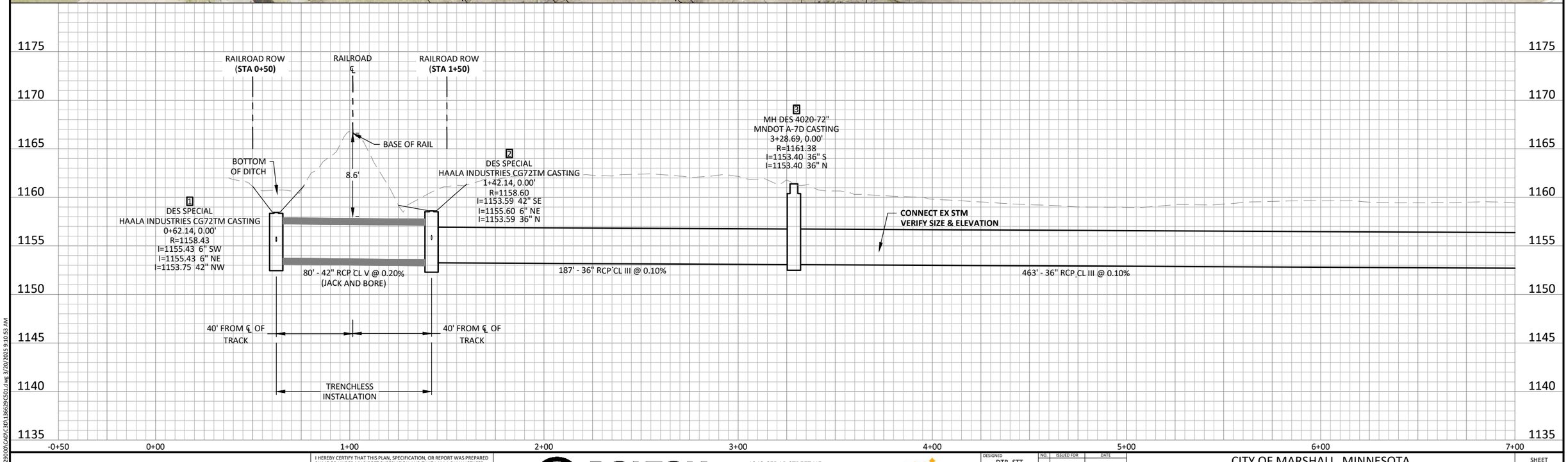
DESIGNED	DTB, STT
DRAWN	DTB, STT
CHECKED	STT
CLIENT PROJ. NO.	24X.136629.000

NO.	ISSUED FOR	DATE

CITY OF MARSHALL, MINNESOTA
LEGION ROAD FLOOD MITIGATION - PHASE 3
POND GRADING PLAN

SHEET 12





HORZ. SCALE 0 25 50 FEET

VERT. SCALE 0 5 10 FEET

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

95% PLAN SET

SHANE T. TRAULICH, P.E.

LIC. NO. 57836 DATE 03/20/2025

BOLTON & MENK

1243 CEDAR STREET NE
SLEEPY EYE, MINNESOTA 56085
Phone: (507) 794-5541
Email: SleepyEye@bolton-menk.com
www.bolton-menk.com

MARSHALL
CULTIVATING THE BEST IN US

DESIGNED	DTB, STT
DRAWN	DTB, STT
CHECKED	STT
CLIENT PROJ. NO.	24X.136629.000

NO.	ISSUED FOR	DATE

CITY OF MARSHALL, MINNESOTA

LEGION ROAD FLOOD MITIGATION - PHASE 3

STORM SEWER PLAN & PROFILE

SHEET 14

I:\MARSHALL\3662900\CAD\C3D\136629C501.dwg 3/20/2025 9:10:53 AM



0 25 50
HORZ. SCALE FEET

0 5 10
VERT. SCALE FEET

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

95% PLAN SET

SHANE T. TRAULICH, P.E.
LIC. NO. 57836 DATE 03/20/2025

BOLTON & MENK

1243 CEDAR STREET NE
SLEEPY EYE, MINNESOTA 56085
Phone: (507) 794-5541
Email: SleepyEye@bolton-menk.com
www.bolton-menk.com

MARSHALL
CULTIVATING THE BEST IN US

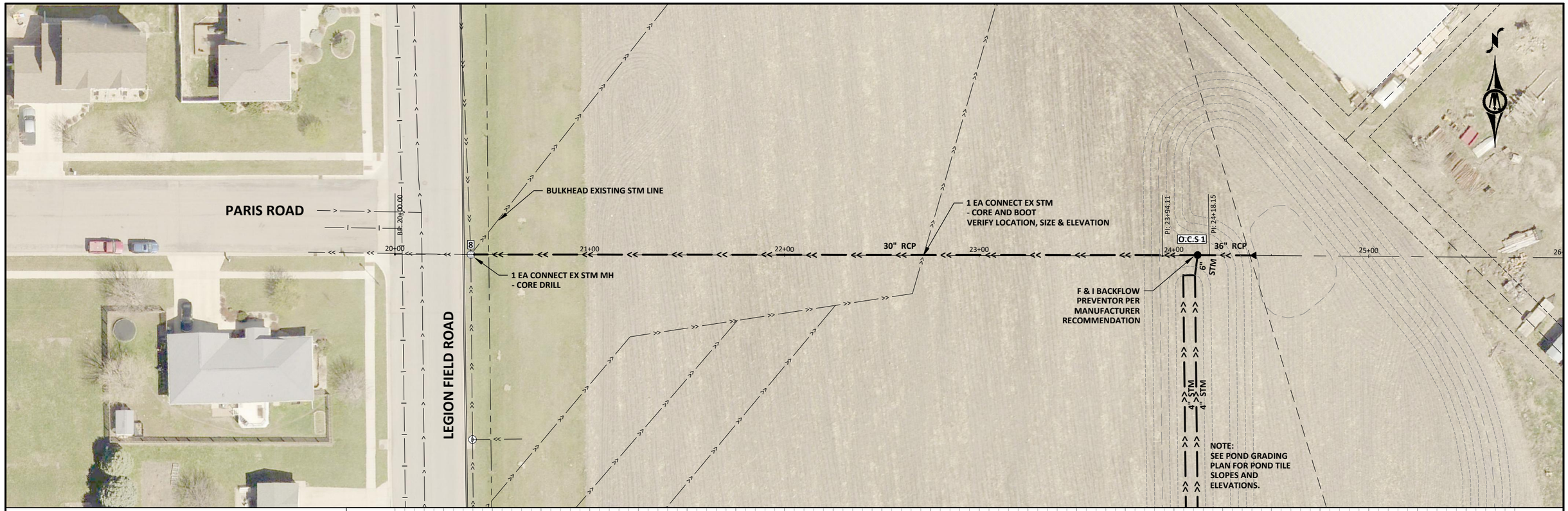
DESIGNED	DTB, STT
DRAWN	DTB, STT
CHECKED	STT
CLIENT PROJ. NO.	24X.136629.000

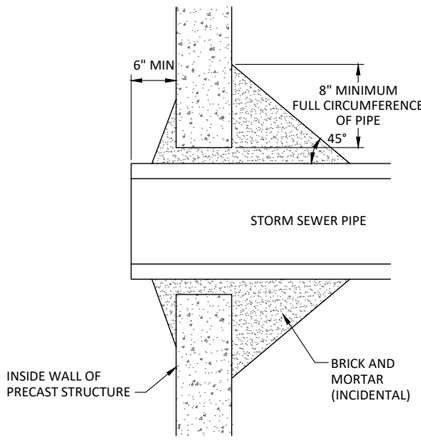
NO.	ISSUED FOR	DATE

CITY OF MARSHALL, MINNESOTA
LEGION ROAD FLOOD MITIGATION - PHASE 3
STORM SEWER PLAN & PROFILE
136629C501 - C5.02

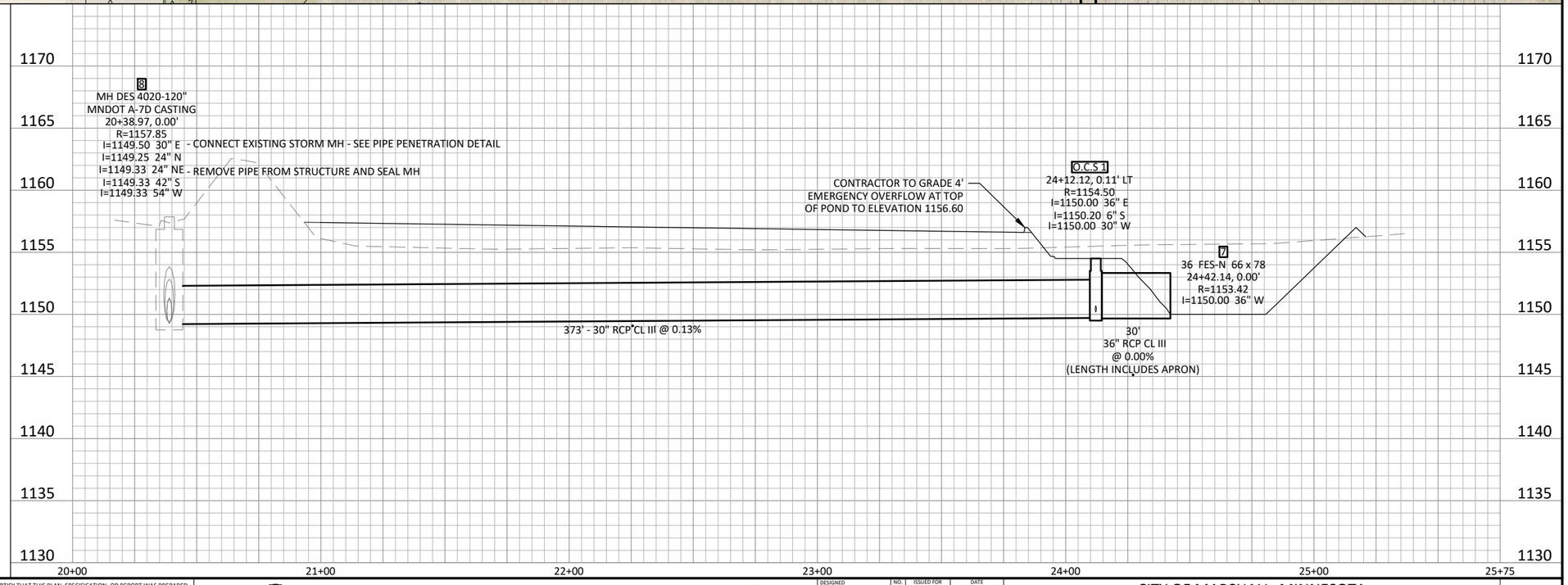
SHEET 15

I:\3662900\CAD\C3D\136629C501.dwg 3/20/2025 9:12:05 AM





DRAINAGE STRUCTURE PIPE
PENETRATION DETAIL
NOT TO SCALE



HORZ. SCALE 0 25 50 FEET
VERT. SCALE 0 5 10 FEET

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

95% PLAN SET

SHANE T. TRAULICH, P.E.
LIC. NO. 57836 DATE 03/20/2025

BOLTON & MENK
1243 CEDAR STREET NE
SLEEPY EYE, MINNESOTA 56085
Phone: (507) 794-5541
Email: SleepyEye@bolton-menk.com
www.bolton-menk.com

MARSHALL
CULTIVATING THE BEST IN US

DESIGNED	DTB, STT
DRAWN	DTB, STT
CHECKED	STT
CLIENT PROJ. NO.	24X.136629.000

NO.	ISSUED FOR	DATE

CITY OF MARSHALL, MINNESOTA
LEGION ROAD FLOOD MITIGATION - PHASE 3
STORM SEWER PLAN & PROFILE
136629C501 - C5.03

SHEET 16

I:\3662900\CAD\C3D\136629C501.dwg 3/20/2025 9:13:05 AM

CITY OF MARSHALL
AGENDA ITEM REPORT

Presenter:	Jason Anderson
Meeting Date:	Tuesday, April 28, 2026
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Small Concrete Quantities Quote
Background Information:	The purpose of this quote is to have a concrete contractor available to complete miscellaneous concrete work at some point throughout the summer. The City provides the truck and the disposal of the removed concrete, and the contractor is responsible for placing the concrete. This helps our teams be more productive in other areas, while allowing the more efficient concrete contractors to complete the placing work. While we still complete some concrete work "in house", this contract gives us flexibility to hire and to do it in a "fair" manner by giving all companies the opportunity to quote the work. City Public Works staff first quoted small concrete quantity work in 2025. Because the total cost of the work was below $25,000, we did not bring the quote forward to City Council for consideration of award. The work was awarded to Hess Concrete for 2025, and the process proved to be successful. For 2026, the estimated work exceeded $25,000, and therefore, City staff is bringing this item forward to the City Council for award. On March 26, 2026, quotes were received for the above-referenced project. Three quotes were received as shown on the attached quote tabulation. The low quote was from Musch Construction of Pipestone, Minnesota, in the amount of $56,070.00. The engineer's estimate was $56,260.00. This item was presented to the Public Improvement/Transportation Committee on 04/14/2026. MOTION BY LOZINSKI, SECOND BY SCHAFER, that PI/T recommends awarding the quote for Small Concrete Quantities to Musch Construction of Pipestone, Minnesota, in the amount of $56,070.00. After discussion, ALL VOTED IN FAVOR. THE MOTION PASSED 3:0.
Fiscal Impact:	Street Department and Parks Department line item budgets contain funding for this type of work. The Streets budget has funding for some replacement of sidewalk, sidewalk ramps, and curb and gutter. The Parks budget has funding for some bike trail replacement. Actual work completed on this contract may be more or less than the contract amount, depending on City staff's identified work and budget. There is no requirement to spend the full allotment through this contract.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the City Council award the quote for Small Concrete Quantities to Musch Construction of Pipestone, Minnesota, in the amount of $56,070.00.

QUOTE TABULATION
SMALL CONCRETE QUANTITIES
MARSHALL, MINNESOTA

QUOTES DUE: March 26, 2026 / 11:00 AM (Local Time)
ANTICIPATED AWARD DATE: April 14, 2026 City Council Meeting

COMPANY NAME	QUOTE AMOUNT	COMMENTS
HCI Concrete Marshall, MN	$68,125.00	
Hess Concrete Marshall, MN	$59,625.00	
Musch Construction Pipestone, MN	$56,070.00	Apparent Low Quote

CITY OF MARSHALL
AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, April 28, 2026
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of a Temporary Liquor License for the Marshall Area YMCA
Background Information:	The Marshall Area YMCA will be holding an event on July 22, 2026, and will be serving refreshments to participants. All temporary liquor licenses require municipal approval and final approval from the Alcohol and Gambling Enforcement Division.
Fiscal Impact:	
Alternative/ Variations:	None recommended.
Recommendations:	To approve the temporary on-sale liquor license for the Marshall Area YMCA at 200 S. A St. on July 22, 2026.

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555

APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization	Date of organization	Tax exempt number
Marshall Area YMCA	12/11/2001	411984589

Organization Address (No PO Boxes)	City	State	Zip Code
200 S A Street	Marshall	Minnesota	56258

Name of person making application	Business phone	Home phone
Cindy Rosa	507-532-9622	507-401-6184

Date(s) of event: July 22, 2026

Type of organization: ☐ Microdistillery ☐ Small Brewer ☐ Club ☒ Charitable ☐ Religious ☐ Other non-profit

Organization officer's name	City	State	Zip Code
Aaron Ziemer	Marshall	Minnesota	56258
Beringia Zen	Marshall	Minnesota	56258
Cindy Rosa	Marshall	Minnesota	56258

Location where permit will be used. If an outdoor area, describe.
Marshall Area YMCA Multipurpose Room

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

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

APPROVAL

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

City or County approving the license

Date Approved

Fee Amount

Permit Date

Event in conjunction with a community festival ☐ Yes ☐ No

City or County E-mail Address

Current population of city

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

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

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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

CITY OF MARSHALL
AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, April 28, 2026
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of a Temporary Liquor License for the Marshall Area YMCA on October 24, 2026
Background Information:	The Marshall Area YMCA will be holding an event on October 24, 2026, and will be serving refreshments to participants. All temporary liquor licenses require municipal approval and final approval from the Alcohol and Gambling Enforcement Division.
Fiscal Impact:	
Alternative/ Variations:	None recommended.
Recommendations:	To approve the temporary on-sale liquor license for the Marshall Area YMCA at 200 S. A St. on October 24, 2026.

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555

APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization	Date of organization	Tax exempt number
Marshall Area YMCA	12/11/2001	411984589

Organization Address (No PO Boxes)	City	State	Zip Code
200 S A Street	Marshall	Minnesota	56258

Name of person making application	Business phone	Home phone
Cindy Rosa	507-532-9622	507-401-6184

Date(s) of event
October 24, 2026

Type of organization ☐ Microdistillery ☐ Small Brewer
☐ Club ☒ Charitable ☐ Religious ☐ Other non-profit

Organization officer's name	City	State	Zip Code
Aaron Ziemer	Marshall	Minnesota	56258
Beringia Zen	Marshall	Minnesota	56258
Cindy Rosa	Marshall	Minnesota	56258

Location where permit will be used. If an outdoor area, describe.
Marshall Area YMCA Multipurpose Room

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

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

APPROVAL

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

City or County approving the license

Date Approved

Fee Amount

Permit Date

Event in conjunction with a community festival ☐ Yes ☐ No

City or County E-mail Address

Current population of city

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

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

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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

CITY OF MARSHALL
AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, April 28, 2026
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of a Temporary Liquor License for the Lyon County Ag Society
Background Information:	The Lyon County Fair will take place at the Lyon County Fairgrounds from August 10 – 16, 2026. Minnesota Statute §340A.410 Subd. 10 (c) allows a municipality to issue one seven-day temporary license per year to a county agricultural society for alcoholic beverage sales at a county fair. All temporary liquor licenses require municipal approval and final approval from the Alcohol and Gambling Enforcement Division.
Fiscal Impact:	$525
Alternative/ Variations:	None recommended.
Recommendations:	To approve the temporary on-sale liquor license for the Lyon County Ag Society for the Lyon County Fair from August 10 – 16, 2026 at 504 Fairgrounds Rd.

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555

APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization: LYON COUNTY AGRICULTURAL SOCIETY
Date organized: 8/13/1903
Tax exempt number: 41-0737157

Address: PO BOX 411
City: MARSHALL
State: Minnesota
Zip Code: 56258

Name of person making application: DARCY BEEK
Business phone: 507-530-8929
Home phone:

Date(s) of event: 8/10-8/16

Type of organization: ☐ Microdistillery ☐ Small Brewer ☐ Club ☐ Charitable ☐ Religious ☒ Other non-profit

Organization officer's name	City	State	Zip Code
MARK SLEITER	COTTONWOOD	MN	56229
BOB RICHARDS	MARSHALL	MN	56258
CODY SLIETER	COTTONWOOD	MN	56229
DARCY BEEK	BALATON	MN	56115

Location where permit will be used. If an outdoor area, describe.
LYON COUNTY FAIRGROUNDS 504 Fairgrounds Rd. Marshall MN 56258

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
SECURA POLICY #3443759

APPROVAL

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

City or County approving the license

Date Approved

Fee Amount

Permit Date

Date Fee Paid

City or County E-mail Address

City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT A EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.U

CITY OF MARSHALL
AGENDA ITEM REPORT

Presenter:	Karla Drown
Meeting Date:	Tuesday, April 28, 2026
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of the Bills/Project Payments
Background Information:	Staff encourage the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	The following bills and project payments be authorized for payment.

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
4549	A & B BUSINESS, INC	04/14/2026	EFT	0.00	778.51	23928
6128	ACTION COMPANY LLC	04/17/2026	EFT	0.00	884.88	23945
6128	ACTION COMPANY LLC	04/24/2026	EFT	0.00	883.44	23996
8227	ACTS-TREME TALENT, LLC	04/24/2026	Regular	0.00	2,100.00	127041
0578	AMAZON CAPITAL SERVICES, INC.	04/17/2026	EFT	0.00	1,661.47	23946
0578	AMAZON CAPITAL SERVICES, INC.	04/24/2026	EFT	0.00	591.00	23997
0581	AMERICAN ENGINEERING TESTING, INC	04/17/2026	EFT	0.00	177.50	23947
6155	AMERICAN FENCE CO	04/24/2026	Regular	0.00	15,808.00	127042
2701	ANDERSON, JASON	04/24/2026	EFT	0.00	122.50	23998
3775	ANDERSON, STEVEN	04/17/2026	EFT	0.00	64.00	23948
7395	AP DESIGN, INC./NICHOLAS J SCHWARZ OR JILL	04/17/2026	EFT	0.00	58.55	23949
0658	AP DESIGN, INC.	04/14/2026	EFT	0.00	37.20	23929
0630	ARCTIC GLACIER U.S.A., INC	04/17/2026	Regular	0.00	205.86	127012
0629	ARNOLD MOTOR SUPPLY, LLP	04/24/2026	EFT	6.02	229.97	23999
2402	AXON ENTERPRISE, INC	04/17/2026	EFT	0.00	11,861.44	23950
8223	BAILEY, MARK	04/24/2026	Regular	0.00	500.00	127043
8145	BALCO UNIFORM CO., INC.	04/17/2026	Regular	0.00	3,941.20	127013
0688	BELLBOY CORPORATION	04/17/2026	EFT	0.00	6,482.84	23951
0003	BEND RITE CUSTOM FABRICATION, INC.	04/17/2026	EFT	0.00	104.96	23952
0699	BEVERAGE WHOLESALERS, INC.	04/17/2026	Regular	0.00	23,506.62	127014
0699	BEVERAGE WHOLESALERS, INC.	04/24/2026	Regular	0.00	16,265.95	127044
0018	BORDER STATES INDUSTRIES, INC.	04/17/2026	EFT	0.00	89.90	23953
0018	BORDER STATES INDUSTRIES, INC.	04/24/2026	EFT	0.00	59.70	24000
3829	BRAU BROTHERS	04/17/2026	EFT	0.00	461.50	23954
3829	BRAU BROTHERS	04/24/2026	EFT	0.00	481.00	24001
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	04/17/2026	EFT	0.00	4,619.36	23955
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	04/24/2026	EFT	0.00	3,532.56	24002
7590	BZDOK, CHARLENE ANN	04/24/2026	EFT	0.00	350.00	24003
7960	CAJ ENTERPRISES, INC.	04/17/2026	EFT	0.00	800.00	23956
0802	CARLSON & STEWART REFRIGERATION, INC.	04/24/2026	EFT	0.00	955.00	24004
8021	CBG ACQUISITION COMPANY	04/17/2026	Regular	0.00	32,597.35	127015
5351	CENGAGE LEARNING INC	04/14/2026	EFT	0.00	48.73	23930
8017	CENTRAL SUSPENSIONS INC	04/17/2026	Regular	0.00	9,405.00	127016
0836	CHARTER COMMUNICATIONS, LLC	04/17/2026	EFT	0.00	125.26	23957
8042	CINTAS CORPORATION NO. 2	04/14/2026	Regular	0.00	159.00	127005
5733	CLARITY TELECOM, LLC	04/14/2026	EFT	0.00	439.26	23931
5733	CLARITY TELECOM, LLC	04/24/2026	EFT	0.00	397.97	24005
7183	CLOVER	04/17/2026	Bank Draft	0.00	29.95	DFT0005974
7888	CONTEGRITY GROUP, INC	04/17/2026	EFT	0.00	46,037.85	23958
8143	COUDRON, DANIEL	04/24/2026	Regular	0.00	100.00	127046
0934	D & G EXCAVATING INC	04/24/2026	EFT	0.00	11,344.58	24006
3819	DACOTAH PAPER CO	04/14/2026	EFT	2.87	283.72	23932
7102	DAHLHEIMER BEVERAGE	04/24/2026	EFT	0.00	2,334.10	24007
4573	DEMCO	04/14/2026	EFT	0.00	220.52	23933
8224	DEVOS, ELIZABETH	04/24/2026	Regular	0.00	500.00	127047
0990	DIAMOND VOGEL, INC	04/17/2026	EFT	0.00	4,972.75	23959
5731	DOLL DISTRIBUTING LLC	04/17/2026	EFT	0.00	15,382.57	23960
5731	DOLL DISTRIBUTING LLC	04/24/2026	EFT	0.00	8,693.15	24008
4126	DOOM & CUYPERS CONSTRUCTION, INC.	04/17/2026	Regular	0.00	32,090.05	127017
1020	DUININCK, INC.	04/17/2026	EFT	0.00	1,273.80	23961
4333	ECONOMIC DEVELOPMENT ASSOC. OF MN	04/24/2026	Regular	0.00	431.25	127048
8230	ENGEBRETSON, LORI	04/24/2026	Regular	0.00	500.00	127049
7181	ENTERPRISE FLEET MANAGEMENT TRUST	04/17/2026	Bank Draft	0.00	15,493.51	DFT0005973
8166	ENTERPRISE FM TRUST	04/17/2026	EFT	0.00	44,001.20	23962

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1090	FASTENAL COMPANY	04/24/2026	EFT	0.00	50.66	24009
6170	FRIENDS OF THE MARSHALL-LYON COUNTY LIBI	04/14/2026	Regular	0.00	908.84	127006
1158	GALLS INC	04/17/2026	EFT	0.00	360.12	23963
7640	GARVIN HEIGHTS VINEYARDS, LLC	04/24/2026	Regular	0.00	172.68	127050
8008	GLOBAL SPECIALTY CONTRACTORS, INC.	04/17/2026	Regular	0.00	221,686.30	127018
6478	GOPHER STATE ONE CALL	04/24/2026	EFT	0.00	112.05	24010
1201	GRAINGER INC	04/17/2026	EFT	0.00	388.69	23964
1201	GRAINGER INC	04/24/2026	EFT	0.00	11.96	24011
6127	GRANDVIEW VALLEY WINERY, INC	04/24/2026	Regular	0.00	1,824.00	127051
1215	GREENWOOD NURSERY	04/17/2026	EFT	0.00	17,385.00	23965
3565	HANSON, ERIC	04/24/2026	EFT	0.00	122.50	24012
2946	HANSON, SHARON	04/24/2026	EFT	0.00	15.95	24013
7501	HART, JACOB	04/24/2026	Regular	0.00	700.00	127052
1287	HILLYARD INC	04/24/2026	Regular	0.00	1,958.81	127053
0657	HONETSCHLAGER, ERIC	04/24/2026	EFT	0.00	224.95	24014
0546	HOPE HAVEN INC	04/17/2026	EFT	0.00	5,250.01	23966
1311	HY-VEE, INC	04/17/2026	Regular	0.00	25.98	127019
8069	ID8 ARCHITECTURE, LLC	04/24/2026	EFT	0.00	1,800.00	24015
4552	INGRAM LIBRARY SERVICES LLC	04/14/2026	EFT	0.00	1,890.87	23934
1358	INTERNAL REVENUE SERVICE	04/24/2026	Bank Draft	0.00	57.34	DFT0005982
1358	INTERNAL REVENUE SERVICE	04/24/2026	Bank Draft	0.00	290.09	DFT0005983
1358	INTERNAL REVENUE SERVICE	04/24/2026	Bank Draft	0.00	13.42	DFT0005984
6540	INTERNATIONAL CHEMTEX, LLC	04/17/2026	EFT	0.00	1,055.13	23967
4734	JM ACQUISITION, LLC DBA THE TESSMAN COMF	04/24/2026	EFT	0.00	3,384.20	24016
2064	JOHN DEERE FINANCIAL	04/17/2026	EFT	0.00	38.66	23968
1399	JOHNSON BROTHERS LIQUOR COMPANY	04/17/2026	EFT	0.00	34,912.14	23969
1399	JOHNSON BROTHERS LIQUOR COMPANY	04/24/2026	EFT	0.00	3,337.63	24017
2036	JOHNSON BROTHERS LIQUOR COMPANY	04/17/2026	EFT	0.00	8,226.75	23972
2036	JOHNSON BROTHERS LIQUOR COMPANY	04/24/2026	EFT	0.00	5,875.56	24018
2605	JOHNSON BROTHERS LIQUOR COMPANY	04/17/2026	EFT	0.00	789.50	23973
5447	JOHNSON BROTHERS LIQUOR COMPANY	04/17/2026	EFT	0.00	1,653.47	23971
5447	JOHNSON BROTHERS LIQUOR COMPANY	04/24/2026	EFT	0.00	902.66	24019
1417	KENNEDY & GRAVEN, CHARTERED	04/17/2026	EFT	0.00	60.00	23974
3564	KESTELOOT ENTERPRISES, INC	04/17/2026	EFT	0.00	348.80	23975
2019	KIWI KAI IMPORTS, INC.	04/24/2026	EFT	0.00	1,798.00	24020
5138	L & A SYSTEMS, LLC	04/14/2026	EFT	0.00	800.00	23935
3653	LANGUAGE LINE SERVICES	04/17/2026	EFT	0.00	852.74	23976
1481	LEAGUE OF MINNESOTA CITIES	04/17/2026	EFT	0.00	915.00	23977
2625	LEE, JERRED	04/17/2026	EFT	0.00	417.35	23978
5363	LEXIPOL, LLC	04/17/2026	EFT	0.00	4,333.96	23979
1508	LOCKWOOD MOTORS INC	04/17/2026	EFT	0.00	37.20	23980
1508	LOCKWOOD MOTORS INC	04/24/2026	EFT	0.00	14.60	24021
1531	LYON COUNTY	04/17/2026	EFT	0.00	5,043.67	23981
1531	LYON COUNTY	04/24/2026	EFT	0.00	74,136.97	24022
1555	LYON-LINCOLN ELECTRIC COOPERATIVE INC	04/17/2026	Regular	0.00	50.30	127020
4424	MAAP	04/17/2026	Regular	0.00	30.00	127021
1616	MARSHALL CONVENTION & VISITORS BUREAU	04/17/2026	EFT	0.00	9,165.03	23982
1623	MARSHALL INDEPENDENT, INC	04/24/2026	Regular	0.00	1,618.74	127054
5813	MARSHALL LUMBER CO	04/17/2026	EFT	0.00	41.52	23983
5813	MARSHALL LUMBER CO	04/24/2026	EFT	0.00	36.18	24023
1631	MARSHALL MACHINE SHOP INC	04/17/2026	Regular	0.00	54.30	127022
1633	MARSHALL MUNICIPAL UTILITIES	04/14/2026	EFT	0.00	2,968.77	23936
1633	MARSHALL MUNICIPAL UTILITIES	04/24/2026	EFT	0.00	2,329.42	24024
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	04/14/2026	EFT	0.00	429.39	23937
8078	MASTERCARD	04/17/2026	Bank Draft	0.00	3,602.77	DFT0005978
7077	MEDSURETY, LLC	04/17/2026	Bank Draft	0.00	297.00	DFT0005975
1696	MEIER ELECTRIC INC OF MARSHALL	04/17/2026	Regular	0.00	75,329.30	127023
4980	MENARDS INC	04/14/2026	EFT	0.00	17.95	23938
4980	MENARDS INC	04/17/2026	EFT	0.00	701.11	23984
4980	MENARDS INC	04/24/2026	EFT	0.00	553.95	24025
1774	MINNESOTA DEPARTMENT OF LABOR & INDUST	04/17/2026	Regular	0.00	290.00	127024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1818	MINNESOTA DEPARTMENT OF REVENUE	04/24/2026	Bank Draft	0.00	54,006.00	DFT0005979
1818	MINNESOTA DEPARTMENT OF REVENUE	04/24/2026	Bank Draft	0.00	245.88	DFT0005985
1797	MINNESOTA FIRE SERVICE CERTIFICATION BOAI	04/17/2026	Regular	0.00	131.00	127025
8228	MINNESOTA PUBLIC SAFETY SAFETY GROUP LLC	04/24/2026	Regular	0.00	550.00	127056
1839	MINNESOTA VALLEY TESTING LABS INC	04/24/2026	EFT	0.00	467.20	24026
1897	MINNESOTA WASTEWATER OPERATORS ASSOC	04/17/2026	Regular	0.00	80.00	127026
7703	MISSOURI BASIN MUNICIPAL POWER AGENCY	04/24/2026	Regular	0.00	1,040.00	127057
1864	MONTES ELECTRIC INC	04/17/2026	Regular	0.00	2,167.92	127027
7832	MOTION AND CONTROL ENTERPRISES LLC	04/24/2026	EFT	0.00	307.30	24027
1887	MTI DISTRIBUTING INC	04/17/2026	EFT	0.00	14,473.41	23985
1887	MTI DISTRIBUTING INC	04/24/2026	EFT	0.00	413.77	24028
8232	MUNSON, JOHN	04/24/2026	Regular	0.00	100.00	127058
2512	NATIONWIDE RETIREMENT	04/24/2026	Bank Draft	0.00	125.00	DFT0005980
2512	NATIONWIDE RETIREMENT	04/24/2026	Bank Draft	0.00	1,199.37	DFT0005981
8226	NELSON, RODNEY	04/24/2026	Regular	0.00	525.00	127059
4853	NEMES, PAULA	04/14/2026	EFT	0.00	69.60	23939
1938	NEWMAN SIGNS	04/17/2026	EFT	0.00	807.57	23986
1945	NORMS GTC	04/17/2026	Regular	0.00	566.23	127028
1945	NORMS GTC	04/24/2026	Regular	0.00	10.31	127060
6463	OFFICE OF MNIT SERVICES	04/24/2026	EFT	0.00	733.44	24029
6539	OLD NATIONAL BANK	04/14/2026	Regular	0.00	1,936.40	127007
6539	OLD NATIONAL BANK	04/17/2026	Bank Draft	0.00	5,804.72	DFT0005976
5891	ONE OFFICE SOLUTION	04/14/2026	EFT	0.00	4.76	23940
5891	ONE OFFICE SOLUTION	04/24/2026	EFT	0.00	21.34	24030
8203	ONTIME PETROLEUM	04/17/2026	Regular	0.00	3,375.20	127029
3809	O'REILLY AUTOMOTIVE STORES, INC	04/24/2026	EFT	0.00	45.80	24031
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	04/17/2026	EFT	0.00	25.24	23987
3557	POMP'S TIRE SERVICE, INC.	04/17/2026	EFT	0.00	621.57	23988
5606	PRE-PAID LEGAL SERVICES, INC.	04/17/2026	Bank Draft	0.00	43.90	DFT0005977
6166	PULVER MOTOR SVC, LLC	04/24/2026	EFT	0.00	410.00	24032
7322	QUADIENT FINANCE USA, INC	04/17/2026	EFT	0.00	821.16	23989
7944	REITMAIER, KYLE	04/17/2026	Regular	0.00	200.00	127030
7853	RINKE NOONAN, LTD	04/24/2026	EFT	0.00	477.50	24033
6887	RISE STRUCTURAL ASSOCIATES, INC	04/24/2026	EFT	0.00	600.00	24034
0707	ROADSIDE DEVELOPERS INC	04/14/2026	Regular	0.00	926.95	127011
0707	ROADSIDE DEVELOPERS INC	04/17/2026	Regular	0.00	94,405.38	127031
8231	ROCK IT MAN ENTERTAINMENT, LLC	04/24/2026	Regular	0.00	2,500.00	127061
5006	RUNCHEY, LOUWAGIE & WELLMAN	04/24/2026	Regular	0.00	93.00	127062
2201	RUNNING SUPPLY, INC	04/17/2026	EFT	0.00	334.99	23990
2201	RUNNING SUPPLY, INC	04/24/2026	EFT	0.00	258.64	24035
3630	SCHOLTEN, ANTHONY	04/17/2026	EFT	0.00	40.00	23991
2253	SEELYE PLASTICS INC	04/24/2026	EFT	0.00	477.38	24036
4855	SOUTHERN GLAZER'S WINE AND SPIRITS, LLC	04/17/2026	EFT	0.00	12,174.62	23992
2311	SOUTHWEST GLASS CENTER, INC	04/17/2026	Regular	0.00	10,606.50	127032
2317	SOUTHWEST REGIONAL DEVELOPMENT COMM	04/17/2026	Regular	0.00	3,350.00	127033
2318	SOUTHWEST SANITATION INC.	04/14/2026	EFT	0.00	127.68	23941
2318	SOUTHWEST SANITATION INC.	04/17/2026	EFT	0.00	1,203.84	23993
7663	SPEEDEE DELIVERY SERVICE, INC	04/17/2026	Regular	0.00	25.20	127034
7663	SPEEDEE DELIVERY SERVICE, INC	04/24/2026	Regular	0.00	13.25	127063
2351	STAR TRIBUNE	04/14/2026	EFT	0.00	829.30	23942
1271	STARK PRINTING INC.	04/14/2026	EFT	0.00	484.70	23943
7526	STERICYCLE, INC.	04/17/2026	Regular	0.00	144.23	127035
6800	STOCKWELL ENGINEERS	04/24/2026	EFT	0.00	30,476.05	24037
8225	STUKEL, EUGENE MATHEW	04/24/2026	Regular	0.00	100.00	127064
8129	SUNBLT RENTALS, INC.	04/17/2026	Regular	0.00	556.87	127036
6137	TEIGS LAWN CARE & LANDSCAPING, LLC	04/17/2026	Regular	0.00	755.00	127037
6137	TEIGS LAWN CARE & LANDSCAPING, LLC	04/24/2026	Regular	0.00	35.00	127065
2429	TOLTZ, KING, DUVALL, ANDERSON & ASSOCIATI	04/24/2026	EFT	0.00	41,611.69	24038
7958	TRES INC	04/17/2026	Regular	0.00	110,674.64	127040
8229	TWIN CITY VIBRATION AND BALANCE	04/24/2026	Regular	0.00	964.65	127066
6126	UNITED COMMUNITY ACTION PARTNERSHIP	04/24/2026	EFT	0.00	60.00	24039

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2499	US BANK	04/24/2026	EFT	0.00	550.00	24040
4489	VERIZON WIRELESS	04/14/2026	EFT	0.00	38.41	23944
4489	VERIZON WIRELESS	04/17/2026	EFT	0.00	35.01	23994
4489	VERIZON WIRELESS	04/24/2026	EFT	0.00	39.02	24041
4489	VERIZON WIRELESS	04/24/2026	EFT	0.00	520.15	24042
2538	VIKING COCA COLA BOTTLING CO.	04/17/2026	EFT	0.00	198.95	23995
2538	VIKING COCA COLA BOTTLING CO.	04/24/2026	EFT	0.00	297.00	24043

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	79	55	0.00	678,592.26
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	13	13	0.00	81,208.95
EFT's	232	115	8.89	473,689.90
	324	**183**	**8.89**	**1,233,491.11**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	79	55	0.00	678,592.26
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	13	13	0.00	81,208.95
EFT's	232	115	8.89	473,689.90
	324	**183**	**8.89**	**1,233,491.11**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	4/2026	1,233,491.11
			1,233,491.11

CITY OF MARSHALL, MINNESOTA
AQUATIC CENTER CONSTRUCTION CONTRACTS
4/17/2026

Coding	DATE	CATEGORY OF WORK	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2021 Payment	2022 Payments	2023 Payments	2024 Payments	2025 Payments	2026 prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE
492-45300-53110	6/1/2021	Phase 1 - Engineering (21045)	Stockwell	193,200.00	29,800.00	223,000.00	135,240.00	1,932.00	85,828.00						-	100.00%
492-45300-53110	12/1/2023	Phase 1 - Engineering (21045:01)	Stockwell	1,137,300.00		1,137,300.00			45,460.00	1,091,840.00					-	100.00%
492-45300-53110		Phase 1 - Construction (21045:02)	Stockwell	870,000.00		870,000.00					335,665.06	47,713.83			486,621.11	44.07%
492-45300-53110	9/18/2024	Construction Management Fee	Contegrity Group Inc.	429,000.00		429,000.00					260,350.00	40,000.00	20,000.00		108,650.00	74.67%
492-45300-55130	3/25/2025	Earthwork/Utilities	R & G Construction Co.	2,165,755.00	12,437.66	2,178,192.66					1,964,065.78			103,371.88	110,755.00	94.92%
492-45300-55130	3/25/2025	Concreete	Musch Construction Inc.	746,305.64	1,873.35	748,178.99					346,645.66			18,244.51	383,288.82	48.77%
492-45300-55130	3/25/2025	Precast Concrete	Teracon Precst	647,863.00		647,863.00					603,144.55			30,771.40	13,947.05	97.85%
492-45300-55130	3/25/2025	Masonry	Demming Construction Inc.	214,500.00		214,500.00					203,775.00			10,725.00	-	100.00%
492-45300-55130	3/25/2025	Carpentry	Doom & Cuypers	244,729.00	147,785.00	392,514.00					168,691.50	145,182.80	32,090.05	18,208.65	28,341.00	92.78%
492-45300-55130	3/25/2025	Roofing	Gag Sheet Metal Inc.	172,000.00	(3,200.00)	168,800.00					160,360.00			8,440.00	-	100.00%
492-45300-55130	3/25/2025	Aluminum Entrance & Glazing	Southwest Glass Center Inc.	74,700.00		74,700.00						24,700.00		1,300.00	48,700.00	34.81%
492-45300-55130	3/25/2025	Tile	Arnquist Flooring	19,000.00		19,000.00					11,352.50			597.50	7,050.00	62.89%
492-45300-55130	3/25/2025	Acoustical Treatments	Central Suspensions Inc.	9,900.00		9,900.00							9,405.00	495.00	-	100.00%
492-45300-55130	3/25/2025	Painting	ToMi LLC	30,275.00		30,275.00									30,275.00	0.00%
492-45300-55130	3/25/2025	Aquatics	Global Specialty Contractors Inc.	8,511,404.00	(7,900.00)	8,503,504.00					4,180,756.63	2,726,837.41	221,686.30	375,225.28	998,998.38	88.25%
492-45300-55130	3/25/2025	Plumbing / HVAC	Bisbee Plumbing & Heating	821,025.00	19,206.29	840,231.29					563,465.77	81,861.76	94,405.38	38,933.31	61,565.07	92.67%
492-45300-55130	3/25/2025	Electrical	Meier Electric Inc of Marshall	591,198.00	20,288.00	611,486.00					275,918.95	43,523.30	75,329.30	20,777.45	195,937.00	67.96%
492-45300-55130	3/25/2025	Steel Supply - material only	Marshall Machine Shop Inc.	67,700.00		67,700.00					64,315.00			3,385.00	-	100.00%
492-45300-55130	3/25/2025	Standard Doors/Frames/Hardware - material only	Mid Central Door	65,020.00	607.95	65,627.95					62,346.55			3,281.40	(0.00)	100.00%
492-45300-55130	3/25/2025	Specialties - material only	Building Material Supply Inc.	71,110.00	34,624.38	105,734.38					295.81	60,429.50	32,597.35	4,911.72	7,500.00	92.91%
				$17,081,984.64	$255,522.63	$17,337,507.27	$135,240.00	$1,932.00	$131,288.00	$1,091,840.00	$9,201,148.76	3,170,248.60	$485,513.38	$638,668.10	$2,481,628.43	

CITY OF MARSHALL
AGENDA ITEM REPORT

Presenter:	Jason Anderson
Meeting Date:	Tuesday, April 28, 2026
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project SWM-003: Legion Field Stormwater Improvements Project-Phase III - Consider Authorization to Execute Agreements with BNSF Railway Company – 1) Temporary Occupancy Permit; 2) Pipeline License
Background Information:	In 2024, the MPCA solicited project proposals to distribute $35M to communities for projects to prepare local stormwater infrastructure for the impacts of climate change. The intent of the funding is specifically identified to address water quantity and prevent localized flooding. Per the MPCA, extreme storms have pushed aging and undersized stormwater systems in communities across the state to the breaking point. Over the last 20 years, Minnesota has experienced 10 “mega-rain” events, when at least six inches of rain falls over an area of at least 1,000 square miles. At that time, City staff had identified the Legion Field Stormwater Improvements—Phase III project as an ideal candidate project for this funding. Phase III is the final project that was identified in the 2019 Legion Field Stormwater Study. Phase III will help remedy stormwater flooding in the areas of Kendall Street, Peltier Street, Glenn Street, and Simmons Street, as well as property east and north of the Nexus Apartments on Legion Field Road. The project includes a clearing and grading of approximately 1,100 FT of BNSF railroad ditch that conveys city stormwater from Legion Field Road to the north and east, a new stormwater pipe crossing of the BNSF railroad near Glenn Street, and new large diameter stormwater pipe to convey this water to a new stormwater pond to be constructed on City-owned land north of the Nexus Apartments. The Phase III project is currently identified for 2026 in our CIP and staff is proposing to advertise the project for bids soon. The request to advertise the project is on this Council agenda as a consent item. Staff has recently received our agreements from BNSF Railway to complete work within their right of way. **Temporary Occupancy Permit:** this permit allows for the City and its contractors to enter onto BNSF right of way with the purpose of tree removal/grubbing and completing grading work in their drainage ditch. The BNSF drainage ditch is an important drainageway for some City rights of way, and it is not functioning well today. The new grading plan will move the low point of the ditch to our new culvert crossing, but the resulting grade of the ditch will still be very flat. As a result of this flat ditch grade, City staff is proposing to install some drain tile beneath the ditch to assist with keeping the ditch bottom dry. **Pipeline License:** this license allows for the City and its contractors to construct and maintain a 42” concrete pipe crossing of the BNSF railway, and associated drainage intakes and drain tile.

	This new pipe crossing of the BNSF railway will replace an existing 48" culvert that is located to the north and east of this new pipe crossing location. The existing 48" culvert is nearly 90% plugged shut, and the BNSF Railroad will not allow the City to clean the existing culvert; this necessitated the installation of a new crossing, along with some ditch grading to make the new crossing work properly.
Fiscal Impact:	The cost of the Temporary Occupancy Permit is $1,350. Additionally, the City will purchase insurance for the project through the railroad at a cost of $1,221. The cost of the Pipeline License is $5,265. Additionally, the City will purchase insurance for the project through the railroad at a cost of $1,899. In addition to permit and insurance costs as identified above, the City will be required to pay for spotting and flagging operations that are billed in accordance with BNSF's fee structure. The latest figures show $1,500 per day plus $450 mobilization charge.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	Recommendation No. 1 that the City Council authorize the execution of the attached Temporary Occupancy Permit with BNSF Railway Company. Recommendation No. 2 that the City Council authorize the execution of the attached Pipeline License with BNSF Railway Company.

Docusign Envelope ID: BDAF01D3-5F70-8167-81CF-80055AB028B0

TEMPORARY OCCUPANCY PERMIT

THIS TEMPORARY OCCUPANCY PERMIT ("**License**"), is made to be effective _____, 2026 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF MARSHALL**, a Minnesota Municipality ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to temporarily occupy, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), for the purposes specified in **Section 4** below, Licensor's rail corridor at or near Marshall, County of Lyon, State of Minnesota, Line Segment 0197, Mile Post 62.79 as shown on the attached Drawing No. 94855, dated June 12, 2025, attached hereto as **Exhibit "A"**, and incorporated herein by reference (the "**Premises**").

2. Term. This License shall commence on the Effective Date and shall continue for a period of Twelve (12) Months, subject to prior termination as hereinafter described.

3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use of such improvements.

4. Use. Licensee shall use Premises exclusively as a site to restore drainage in the RR ROW by clearing some trees, grading and installing a new crossing under permit application number 24W-23819. Licensee shall not use the Premises for any other purpose.

5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, the sum of One Thousand Three Hundred Fifty and No/100 Dollars ($1,350.00) as compensation for the use of the Premises.

7. Costs and Expenses.

   7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.

   7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging

rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2½%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:

9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;

9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or

9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.

LICENSEE'S OPERATIONS

10. Use of the Premises.

10.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensor's representative, the Scheduling Agent or its designee. Licensee shall notify Licensor's representative or the Scheduling Agent at ROWCoordinator@BNSF.com at least ten (10) business days prior to entering the Premises. Only in the event of emergency, Licensee shall notify Licensor's Roadmaster of entry onto the Premises, at the telephone 605-237-1482, as soon as practicable and shall promptly thereafter follow up with written notice of such entry to the email provided above.

10.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.

10.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.

10.4 Any contractors or subcontractors performing work on the Premises, or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.

10.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If

ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

LIABILITY AND INSURANCE

11. Liability and Indemnification.

11.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.

11.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**

11.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**

11.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**

11.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**

11.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**

11.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**

11.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**

11.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**

11.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**

11.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

12. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

13. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:

13.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of $2,000,000 each occurrence and an aggregate limit of at least $4,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

13.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage.
- Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

13.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

13.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least $2,000,000 per occurrence and $6,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Restore drainage in the RR ROW by clearing some trees, grading and installing a new crossing under permit application number 24W-23819.. If further maintenance of the Restore drainage in the RR ROW by clearing some trees, grading and installing a new crossing under permit application number 24W-23819. is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor prior to performing any work or services under this License.
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is $1,221.00.

- ❑ I **elect** to participate in Licensor's Blanket Policy;
- ❑ I **elect not** to participate in Licensor's Blanket Policy.

13.5 Intentionally deleted.

13.6 Other Requirements:

13.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

13.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.

13.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.

13.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.

13.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

13.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.

13.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

13.6.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

13.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set

forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

13.6.10 Failure to provide evidence as required by this **Section 13** shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.

13.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

13.6.12 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.

13.6.13 For purposes of this **Section 13**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

14. Compliance with Laws, Rules, and Regulations.

14.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to Licensee's use of the Premises.

14.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one (1) year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.

15. Environmental.

15.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.

15.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the _on

Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this **Section 15.2**.

15.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.

15.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the premises which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.

15.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCALIMER OF WARRANTIES

16. No Warranties.

16.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

16.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PREMISES WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

17. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

18. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except

for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

DEFAULT, TERMINATION, AND SURRENDER

19. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 13**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:

19.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 21** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 13**.

19.2 Should Licensee not comply fully with the obligations of **Section 15** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.

19.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 19** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.

19.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

20. Surrender of the Premises.

20.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:

20.1.1 remove all of its equipment from the Premises;

20.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee’s use of the Premises;

20.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and

20.1.4 leave the Premises in the condition which existed as of the Effective Date of this License.

20.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 20.1** above (the

"**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.

20.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Premises and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the personal property and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Restore drainage in the RR ROW by clearing some trees, grading and installing a new crossing under permit application number 24W-23819. and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the personal property and the other Improvements to Licensor.

MISCELLANEOUS

21. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.

22. Assignment.

22.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 21** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.

22.2 For purposes of this **Section 21**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least fifty percent (50%) of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.

22.3 Notwithstanding the provisions of **Section 21.1** above or anything contained in this License to

the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 13** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.

22.4 The provisions of this **Section 21** shall survive the expiration or earlier termination of this License.

23. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: City of Marshall (Minnesota)
344 West Main Street
Marshall, MN 56258

24. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Premises are restored to its condition as of the Effective Date.

25. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

26. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

27. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

28. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other

agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

29. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.

30. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.

31. Interpretation.

31.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.

31.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

32. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

33. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131

By: _____

Name: Patricia Villegas

Title: Vice President, Permits

Date: _____

LICENSEE:

City of Marshall (Minnesota), a Minnesota Municipality

By: _____

Name: Eric Hanson

Title: _____

Date: _____

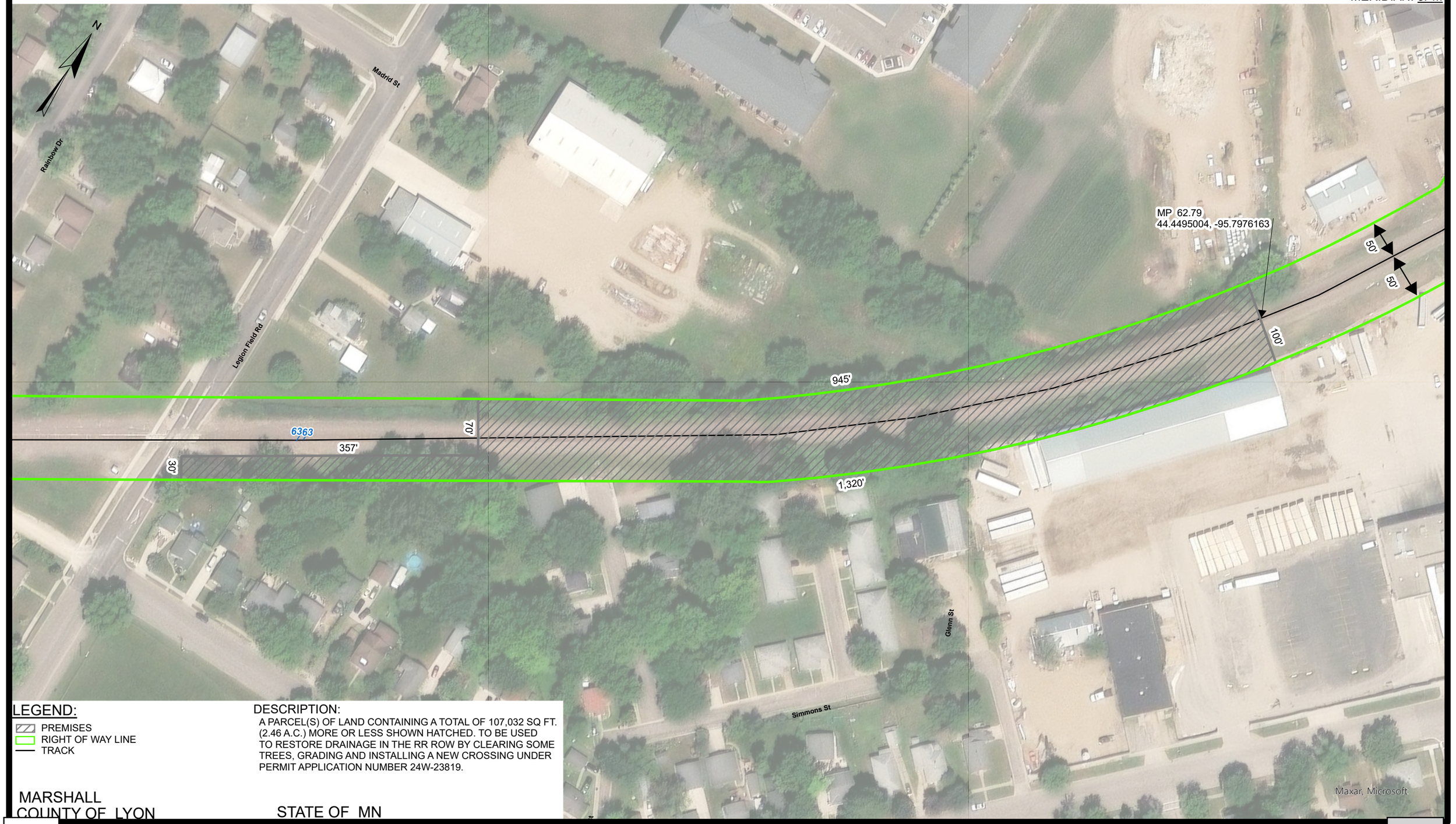
TRACKING NO. 25W-25787

SCALE: 1 IN = 100FT
TWIN CITIES DIV.
MARSHALL SUBDIV. L.S. 0197
DATE: 6/12/2025

EXHIBIT "A"

SECTION: 5
TOWNSHIP & RANGE:
111N , 41W
MERIDIAN: 5PM

MAP REF. s60204



LEGEND:

- PREMISES
- RIGHT OF WAY LINE
- TRACK

DESCRIPTION:

A PARCEL(S) OF LAND CONTAINING A TOTAL OF 107,032 SQ FT. (2.46 A.C.) MORE OR LESS SHOWN HATCHED. TO BE USED TO RESTORE DRAINAGE IN THE RR ROW BY CLEARING SOME TREES, GRADING AND INSTALLING A NEW CROSSING UNDER PERMIT APPLICATION NUMBER 24W-23819.

MARSHALL
COUNTY OF LYON

STATE OF MN

DRAWN BY:GFR DRAWING 5

Docusign Envelope ID: BDAF01D3-5F70-8167-81CF-80055AB028B0

BNSF Scheduling Agent Process

What to expect after your permit for utility installation is executed

Fee Structure (effective 05/05/2025)				
Scheduling Agent Services				
Services	**L1 Duration ≤ 15 Days**	**L2 15 < Duration ≤ 45 Days**	**L3 Duration > 45 Days**	
Project Implementation	**$3,500**	**$6,250**	**$9,000**	
Utility Inspection and Coordination Services				
	Per Day 10 Hours or Less	**Per Hour over 10 Hours**	**Mobilizations**	**Additional Mob**
Utility Inspection	**$1,500**	**$165**	**$450**	**$450**
Third Party Flagging				
Flagging	**Reimbursed at cost incurred by flagging entity and invoiced through Wilson & Company**			

PERMIT EXECUTED

INFORMATION
(1-3 BUSINESS DAYS FROM XECUTION OF PERMIT)

FORM COMPLETED

Upon receipt of your executed permit, you will receive an email from Wilson and Company (BNSF's Scheduling Agent) with important information about how to schedule required Inspector and Roadway Worker In Charge (RWIC) resources and a link to an online form which requests an estimated number of construction days requiring access to BNSF ROW and relevant licensee, contractor, and payment information.

Upon submittal, this information will be sent to Wilson & Company directly, and a copy will be sent to the email address provided for confirmation.

INVOICE
(1-3 BUSINESS DAYS)

INVOICE PAID & PAYMENT CONFIRMED

The information collected from the online form will be used to generate an invoice for prepayment of Inspector and RWIC services.
Note that your permit must be fully executed by licensee and BNSF before Wilson & Company can begin the invoicing and scheduling process.
Payment is to be sent to Wilson & Company, Inc.

Payment options include:
- EFT
- Check
- Credit Card (a 3.29% credit fee charge will be added as a passthrough charge with no markup as a convenience to the payee)

Payment instructions such as ACH information and an address for check payment will be sent with the invoice.

Payments must be confirmed before scheduling services are rendered.

All implementation fees charged on the invoice are non-refundable and will not be subject to reimbursement under any circumstances

SCHEDULING
(MINIMUM 15 DAYS FROM CONFIRMATION OF PAYMENT)

SCHEDULING COMPLETED

The BNSF Scheduling Agent will work with you to schedule inspection and/or RWIC services as applicable for the period that construction will occur on, over, or under BNSF ROW.

A minimum lead time of 15 days from confirmation of payment and/or scheduled start date is required to give sufficient notice to BNSF Division personnel.

The BNSF Scheduling Agent will schedule inspection and/or RWIC services as required under your agreement, provide required notification to BNSF division personnel and coordinate BNSF signal and telecom location services prior to construction. A project start notification will be sent to BNSF, contractor, and licensee contacts as applicable documenting the completion of notification of all BNSF and project stakeholders.

CONSTUCTION
VARIES

CONSTUCTION COMPLETED

Inspectors and RWIC are required for the duration of construction in which access is required on, over, or under BNSF ROW. This includes bores underneath BNSF tracks in which bore pits are located outside BNSF ROW limits until the casing/conduit is fully installed as permitted. Also, an inspector and possibly RWIC must be present to verify the final installation of carry pipe inside of the casing, installation of wire/cable inside of conduit, and any abandonment associated with the permit. Inspection and RWIC service fees plus mobilization costs will be charged if the initial start date is canceled with less than 72 hours notice.

Once the project starts, a full day of inspection and RWIC service fees plus mobilization costs will be charged if 24 hours notice is not given to both inspector and RWIC personnel of canceled days or installation completion.

Should additional construction days be necessary, an additional invoice will be issued and must be settled within two days to ensure the continuation of services.

CLOSEOUT
VARIES

REFUND / RECONCILLATION PAYMENT DUE

The BNSF Scheduling Agent will review Inspector and RWIC Flagger records after project completion and determine if the amount that you have prepaid is correct. If you have exceeded your estimated or paid days, an invoice will be generated to reconcile the difference.

If Inspector or RWIC overtime hours (>10 hours/day) were recorded, an invoice will be generated to reconcile the difference.

If the number of days paid exceeds the number of days worked, Wilson & Company will refund the balance back to the payee.

- Typical time frames are estimates only and are provided strictly for informational purposes. No guarantees of minimum or maximum times are expressed or implied.
- All employees and contractors involved in utility installation or construction work on BNSF right-of-way (ROW) must complete the required Safety Orientation program, including the BNSF Contractor Safety Orientation Training and/or eRailSafe, as specified in their agreement. Additionally, all utility agreements must review of the BNSF Utility Accommodation Policy prior to accessing BNSF property.

A positive balance of pre-paid inspection and/or RWIC days are required throughout the entire duration of the project to maintain continuation of services. If all prepaid days have been used, construction will be stopped and cancellation charges will be assessed accordingly. **It is the licensee's responsibility to ensure that a sufficient number of days to complete construction have been fully funded.**

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective _____, 2026 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF MARSHALL**, a Minnesota Municipality ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, 42 inches in diameter (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Marshall, County of Lyon, State of Minnesota, Line Segment 0197, Mile Post 62.89 as shown on the attached Drawing No. 94666, dated June 25, 2025, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").

2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.

3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.

4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry Storm Water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose. Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises, or using or allowing the use of the Premises for any other purpose.

5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of Five Thousand Two Hundred Sixty-Five and No/100 Dollars ($5,265.00) as compensation for the use of the Premises.

7. Costs and Expenses.

   7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.

   7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and

unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

7.3 Licensor, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.

8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:

9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;

9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or

9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.

10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.

11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensor's representative, the Scheduling Agent or its designee. Licensee shall notify Licensor's representative or the Scheduling Agent at ROWCoordinator@BNSF.com at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. Only in the event of emergency, Licensee shall notify Licensor's Roadmaster of entry onto the Premises, at the telephone 605-237-1482, as soon as practicable and shall promptly thereafter follow up with written notice of such entry to the email provided above.

11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.

11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.

11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.

11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.

11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed

location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (*e.g.*, consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-533-2891 (option1, then option 7), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.

12.3 No wells shall be installed without prior written approval from Licensor.

12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:

12.4.1 filled in to surrounding ground level with compacted bentonite grout; or

12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.

13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE,**

KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):

13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**

13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**

13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**

13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**

13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**

13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**

13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**

13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**

13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK**

OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

15.1 Commercial General Liability "CGL" Insurance.

a. The policy will provide a minimum of $5,000,000 per occurrence and an aggregate limit of at least $10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations
- Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.

b. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
- The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor's property;
- Waiver of subrogation in favor of and acceptable to Licensor;
- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
- Separation of insureds;
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

c. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor's employees.

d. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance.

a. The insurance will provide minimum coverage with a combined single limit of at least $1,000,000 per accident, and include coverage for, but not limited to the following:
- Bodily injury and property damage.
- Any and all vehicles owned, used or hired.

b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
- Waiver of subrogation in favor of and acceptable to Licensor;
- Additional insured endorsement in favor of and acceptable to Licensor;
- Separation of insureds;
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance.

a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
   - Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least $5,000,000 per occurrence and $10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is $1,899.00.

❑ Licensee may **elect** to participate in Licensor's Blanket Policy;

❑ Licensee **declines** to participate in Licensor's Blanket Policy.

15.5 Intentionally deleted.

15.6 Other Requirements:

15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.

15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.

15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.

15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensor. If Licensor allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all Licensor liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.

15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.

15.6.6 Licensee shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration of any insurance requirement.

15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.

15.6.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage

15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.

15.6.11 Not more frequently than once every five years, Licensor may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensor as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor under this agreement.

15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.

15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee’s liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.

15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.

15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.

15.6.18 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.

16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.

16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.

16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.

16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.

17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensor's property. Upon request by Licensor, Licensee agrees to furnish Licensor with proof, satisfactory to Licensor, that Licensee is in compliance with the provisions of this **Section 17.2**.

17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.

17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.

17.5 Licensee shall immediately report to Licensor’s Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

17.6 During the term of this License, Licensor may, at Licensor's option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensor, at Licensee's sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensor's satisfaction and a copy of the audit report shall promptly be provided to Licensor for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensee's obligations under this Section 17.6 shall survive termination of this License.

17.7 Notwithstanding anything in this Section 17, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine Licensee’s compliance with Environmental Laws, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is compliant. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

17.8 "**Environmental Law(s)**" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15

U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

17.9 "**Hazardous Material(s)**" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

DISCLAIMER OF WARRANTIES

18. No Warranties.

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the

Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.

22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:

23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.

23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.

23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.

23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. Surrender of the Premises.

24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:

24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;

24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;

24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and

24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensor.

24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.

24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor for no additional consideration.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.

26. Assignment.

26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.

26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.

26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges

granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

26.4 Licensor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensor shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: City of Marshall
344 West Main Street
Marshall, MN 56258

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to

defend and hold Licensor harmless in any prior written agreement between the parties.

33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.

34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.

35. Interpretation.

35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.

35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.

37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131

By: _____

Patricia Villegas

Vice President, Permits

LICENSEE:

City of Marshall, a Minnesota Municipality

By: _____

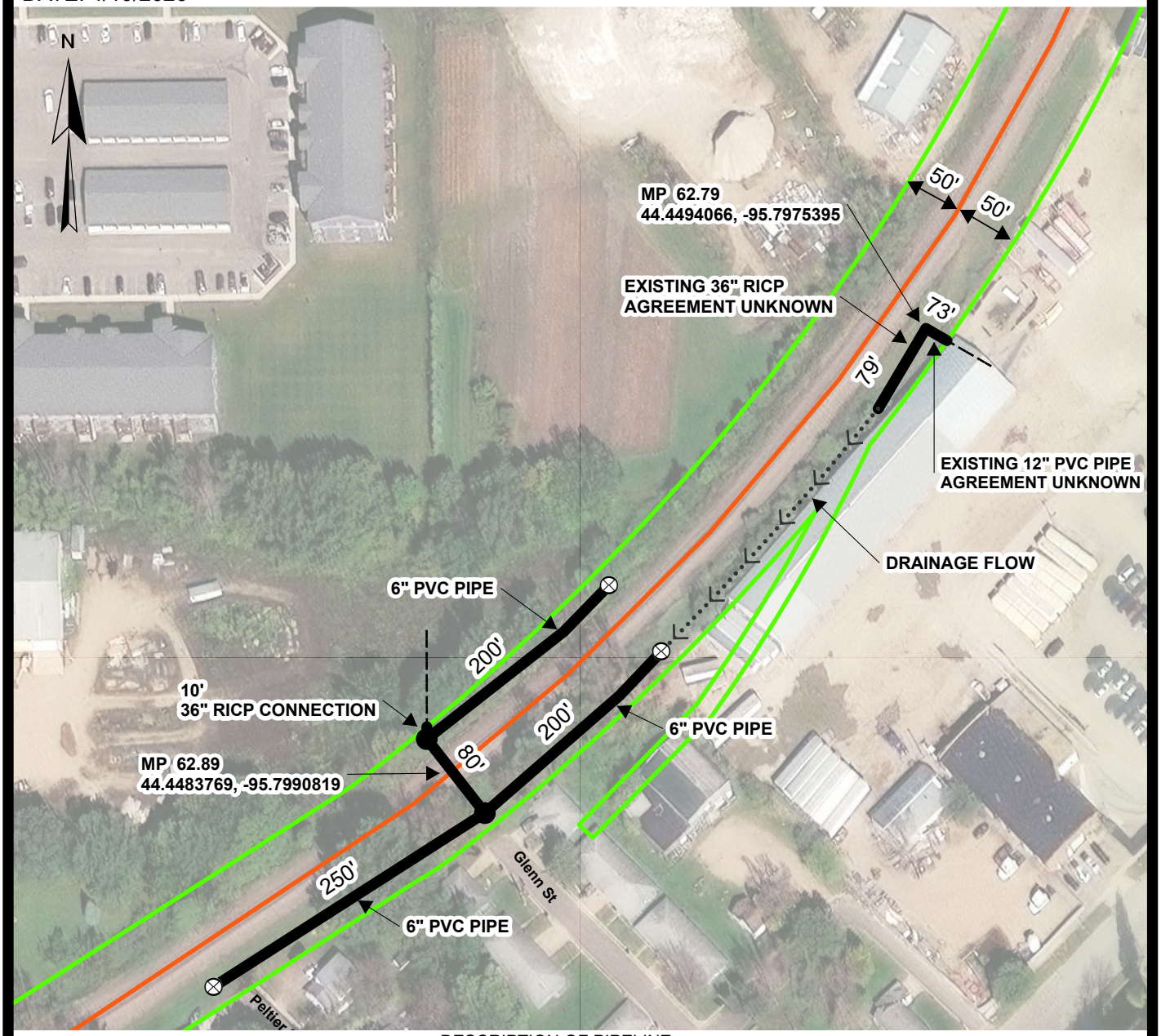
TRACKING NO. 24W-23819

SCALE: 1 IN = 125 FT
TWIN CITIES DIV.
MARSHALL SUBDIV.
L.S. 0197 MP: 62.89
DATE: 4/10/2026

EXHIBIT "A"

SECTION: 5
TOWNSHIP & RANGE: 11N
MERIDIAN: 5PM

MAP REF. s602024



● BORE PIT 40' FROM TRACK

⊗ PIPE DRAIN CLEANOUT

DESCRIPTION OF PIPELINE
PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE
SIZE:	42"	-
CONTENTS:	STORM WATER	
PIPE MATERIAL:	RCP	-
SPECIFICATIONS / GRADE:	CLASS 5	-
WALL THICKNESS:	8"	-
COATING:	N/A	-

	CARRIER PIPE	CASING PIPE
LENGTH ON R/W:	892'	N/A
WORKING PRESSURE:	0	
BURY: BASE/RAIL TO TOP OF CASING	8.6'	
BURY: NATURAL GROUND	1'	
BURY: ROADWAY DITCHES	1'	
CATHODIC PROTECTION	N/A	

VENTS: NUMBER - SIZE - HEIGHT OF VENT ABOVE GROUND -

NOTE: CASING TO BE JACKED OR DRY BORED ONLY

MARSHALL
COUNTY OF LYON

STATE OF MN

JMH

CITY OF MARSHALL, MINNESOTA

CONSTRUCTION PLANS FOR

LEGION ROAD FLOOD MITIGATION - PHASE 3

POND GRADING, DITCH GRADING, STORM SEWER

MARCH, 2024

RESOURCE LIST

CITY OF MARSHALL
CITY HALL
344 W MAIN ST
MARSHALL, MN 56258
507-537-6760

CITY ADMINISTRATOR:
SHARON HANSON

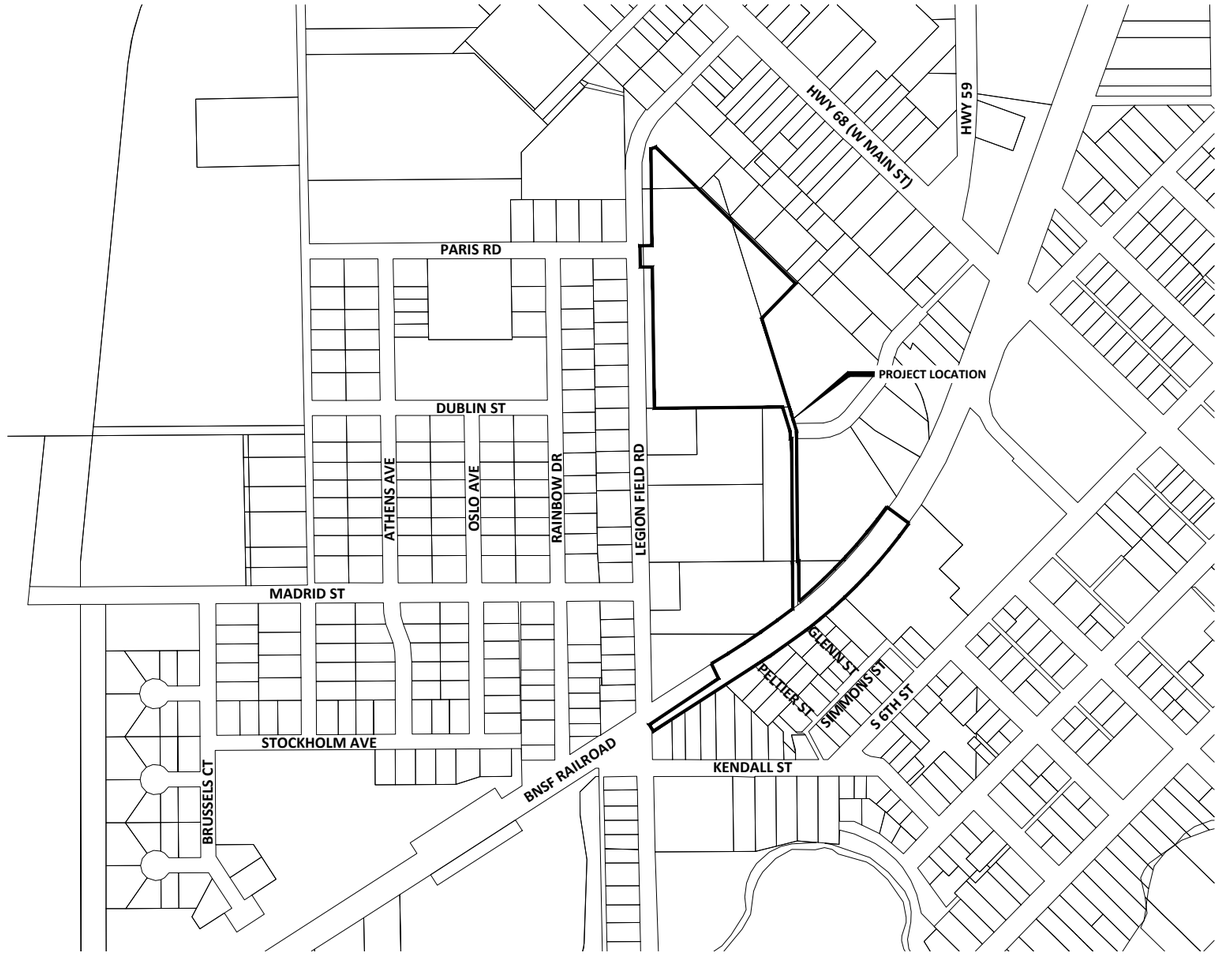
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
JASON ANDERSON
507-537-6051

WASTEWATER SUPERINTENDENT
SCOTT TRUEDSON

WATER OPERATIONS MANAGER
JEFF LARSON

ELECTRICAL OPERATIONS MANAGER
TONY MEAD

PUBLIC WAYS SUPERINTENDENT:
DEAN COUDRON



SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2 - 3	LEGEND & GENERAL NOTES
4	LOCATION SHEET
5	EXISTING CONDITIONS & REMOVALS
6 - 8	DETAILS
9 - 12	STORM WATER POLLUTION PREVENTION PLAN
13	POND GRADING PLAN
14 - 16	STORM SEWER PLAN & PROFILE
17 - 20	DITCH PLAN & PROFILE
21 - 23	CROSS SECTION

THIS PLAN SET CONTAINS 23 SHEETS.

SPECIFICATION REFERENCE

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE "SUPPLEMENTAL SPECIFICATIONS" DATED SEPTEMBER 2022 SHALL GOVERN.

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

THE CITY OF MARSHALL STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

PARTIAL MAP OF THE
CITY OF MARSHALL
LYON COUNTY, MN

0 300 600
SCALE FEET

MAP LEGEND

PROJECT LIMITS

REVIEWED & APPROVED _____ DATE: _____
CITY ENGINEER

BM=1164.07
GSID #86047
AT THE JUNCTION OF TH 59 & TH 68 IN MARSHALL

PROJECT DATUM: LYON COUNTY COORDINATES
HORIZONTAL: NAD83
VERTICAL: NAVD88

RECORD DRAWING INFORMATION
OBSERVER:
CONTRACTOR:
DATE:

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

95% PLAN SET
SHANE T. TRAULICH, P.E.
LIC. NO. 57836 DATE 03/20/2025

BOLTON & MENK
1243 CEDAR STREET NE
SLEEPY EYE, MINNESOTA 56085
Phone: (507) 794-5541
Email: SleepyEye@bolton-menk.com
www.bolton-menk.com

MARSHALL
CULTIVATING THE BEST IN US

DESIGNED	DTB, STT
DRAWN	DTB, STT
CHECKED	STT
CLIENT PROJ. NO.	24X.136629.000

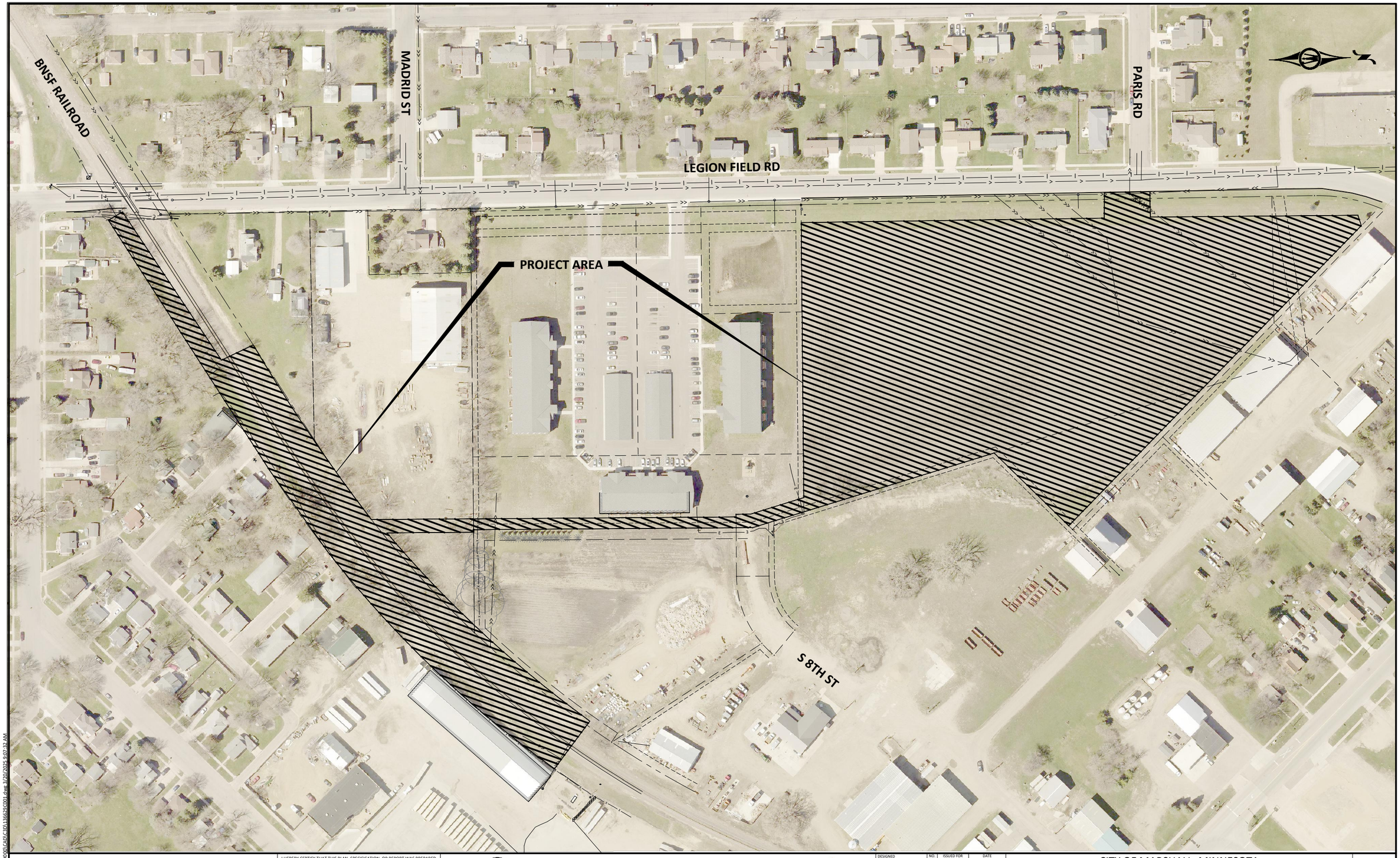
NO.	ISSUED FOR	DATE

CITY OF MARSHALL, MINNESOTA
LEGION ROAD FLOOD MITIGATION - PHASE 3
TITLE SHEET

SHEET 1

Item 14.

I:\136629000\CAD\C3D\136629G001.dwg 3/20/2025 9:06:22 AM



Item 14.

0 80 160
SCALE FEET

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

95% PLAN SET

SHANE T. TRAULICH, P.E.

LIC. NO. 57836 DATE 03/20/2025

BOLTON & MENK

1243 CEDAR STREET NE
SLEEPY EYE, MINNESOTA 56085
Phone: (507) 794-5541
Email: SleepyEye@bolton-menk.com
www.bolton-menk.com

MARSHALL
CULTIVATING THE BEST IN US

DESIGNED	DTB, STT
DRAWN	DTB, STT
CHECKED	STT
CLIENT PROJ. NO.	24X.136629.000

NO.	ISSUED FOR	DATE

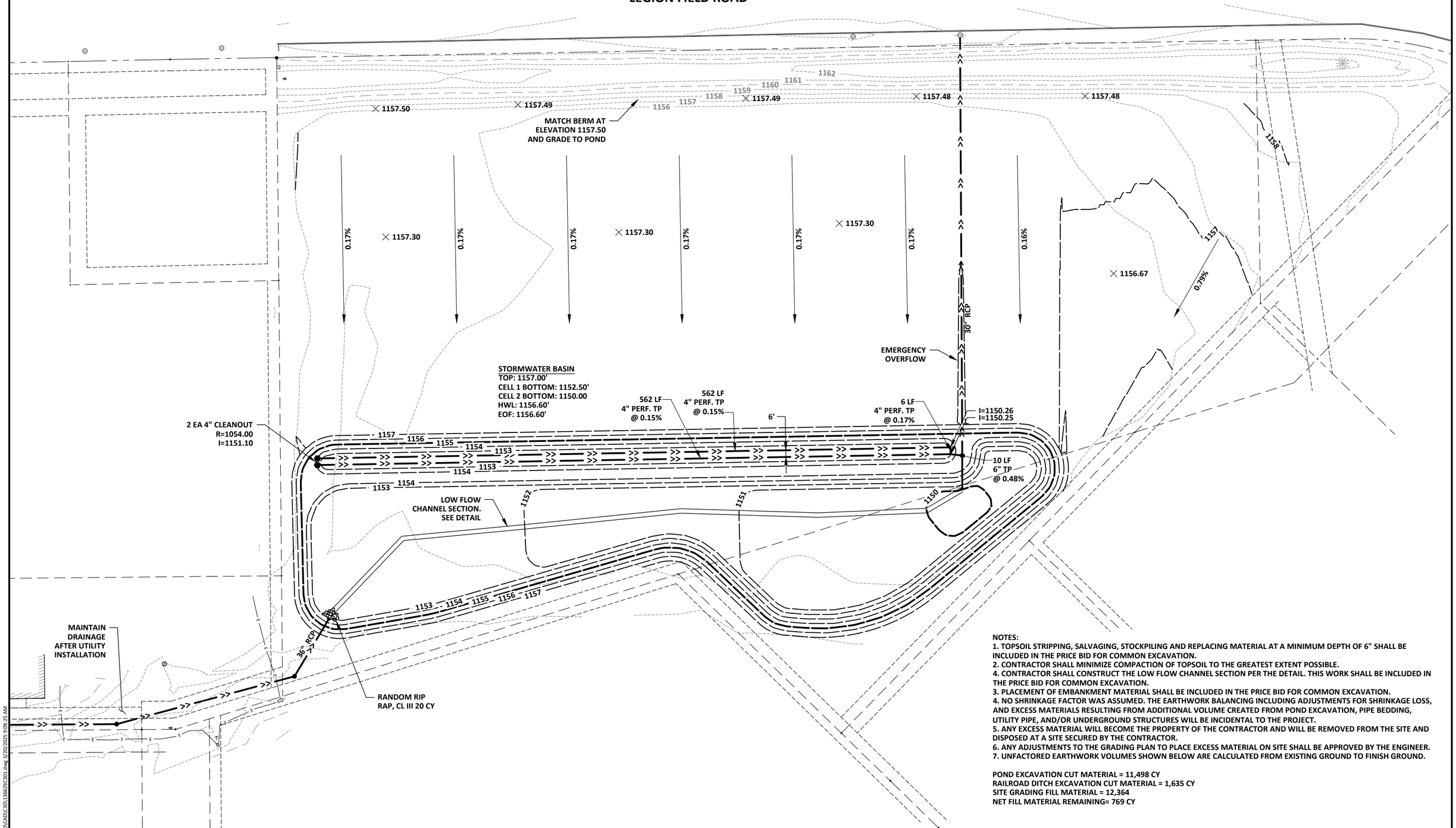
CITY OF MARSHALL, MINNESOTA

LEGION ROAD FLOOD MITIGATION - PHASE 3

LOCATION SHEET

SHEET 4

I:\136290\00\CAD\C3D\136629.0001.dwg 3/20/2025 5:07:32 AM



NOTES:

1. TOPSOIL STRIPPING, SALVAGING, STOCKPILING AND REPLACING MATERIAL AT A MINIMUM DEPTH OF 6" SHALL BE INCLUDED IN THE PRICE BID FOR COMMON EXCAVATION.
2. CONTRACTOR SHALL MINIMIZE COMPACTION OF TOPSOIL TO THE GREATEST EXTENT POSSIBLE.
4. CONTRACTOR SHALL CONSTRUCT THE LOW FLOW CHANNEL SECTION PER THE DETAIL. THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR COMMON EXCAVATION.
3. PLACEMENT OF EMBANKMENT MATERIAL SHALL BE INCLUDED IN THE PRICE BID FOR COMMON EXCAVATION.
4. NO SHRINKAGE FACTOR WAS ASSUMED. THE EARTHWORK BALANCING INCLUDING ADJUSTMENTS FOR SHRINKAGE LOSS, AND EXCESS MATERIALS RESULTING FROM ADDITIONAL VOLUME CREATED FROM POND EXCAVATION, PIPE BEDDING, UTILITY PIPE, AND/OR UNDERGROUND STRUCTURES WILL BE INCIDENTAL TO THE PROJECT.
5. ANY EXCESS MATERIAL WILL BECOME THE PROPERTY OF THE CONTRACTOR AND WILL BE REMOVED FROM THE SITE AND DISPOSED AT A SITE SECURED BY THE CONTRACTOR.
6. ANY ADJUSTMENTS TO THE GRADING PLAN TO PLACE EXCESS MATERIAL ON SITE SHALL BE APPROVED BY THE ENGINEER.
7. UNFACTORED EARTHWORK VOLUMES SHOWN BELOW ARE CALCULATED FROM EXISTING GROUND TO FINISH GROUND.

POND EXCAVATION CUT MATERIAL = 11,498 CY
RAILROAD DITCH EXCAVATION CUT MATERIAL = 1,635 CY
SITE GRADING FILL MATERIAL = 12,364
NET FILL MATERIAL REMAINING= 769 CY

I:\3629000\CAD\C3D\136629C301.dwg 3/20/2025 9:09:25 AM

0 40 80
SCALE FEET

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

95% PLAN SET

SHANE T. TRAULICH, P.E.
LIC. NO. 57836 DATE 03/20/2025

BOLTON & MENK
1243 CEDAR STREET NE
SLEEPY EYE, MINNESOTA 56085
Phone: (507) 794-5541
Email: SleepyEye@bolton-menk.com
www.bolton-menk.com

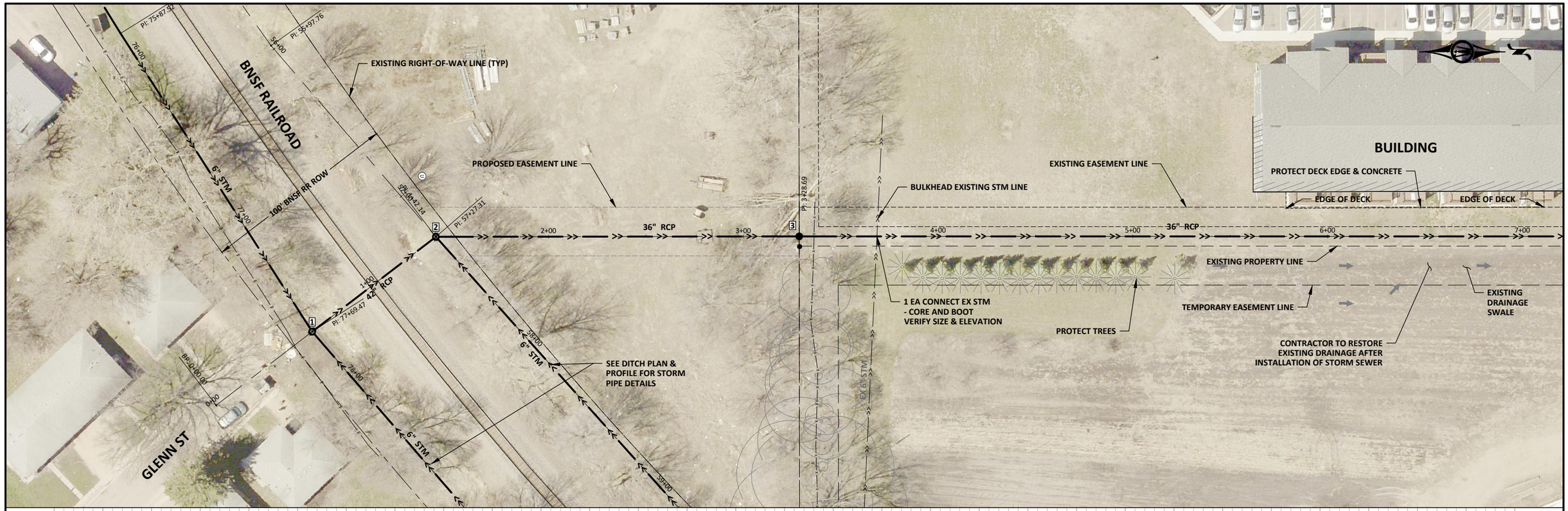
MARSHALL
CULTIVATING THE BEST IN US

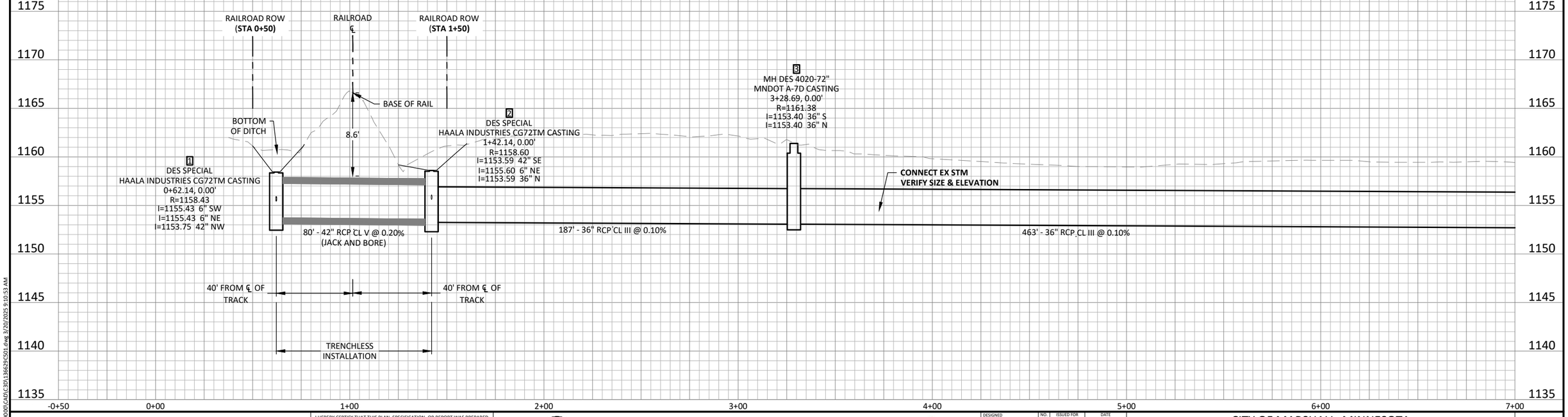
DESIGNED	DTB, STT
DRAWN	DTB, STT
CHECKED	STT
CLIENT PROJ. NO.	24X.136629.000

NO.	ISSUED FOR	DATE

CITY OF MARSHALL, MINNESOTA
LEGION ROAD FLOOD MITIGATION - PHASE 3
POND GRADING PLAN

SHEET 12





HORZ. SCALE 0 25 50 FEET

VERT. SCALE 0 5 10 FEET

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

95% PLAN SET

SHANE T. TRAULICH, P.E.

LIC. NO. 57836 DATE 03/20/2025

BOLTON & MENK

1243 CEDAR STREET NE
SLEEPY EYE, MINNESOTA 56085
Phone: (507) 794-5541
Email: SleepyEye@bolton-menk.com
www.bolton-menk.com

MARSHALL
CULTIVATING THE BEST IN US

DESIGNED	DTB, STT
DRAWN	DTB, STT
CHECKED	STT
CLIENT PROJ. NO.	24X.136629.000

NO.	ISSUED FOR	DATE

CITY OF MARSHALL, MINNESOTA

LEGION ROAD FLOOD MITIGATION - PHASE 3

STORM SEWER PLAN & PROFILE

SHEET 14

I:\MARSHALL\3662900\CAD\C3D\136629C501.dwg 3/20/2025 9:10:53 AM



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

95% PLAN SET

SHANE T. TRAULICH, P.E.
LIC. NO. 57836 DATE 03/20/2025

HORZ. SCALE 0 25 50 FEET
VERT. SCALE 0 5 10 FEET

BOLTON & MENK
1243 CEDAR STREET NE
SLEEPY EYE, MINNESOTA 56085
Phone: (507) 794-5541
Email: SleepyEye@bolton-menk.com
www.bolton-menk.com

MARSHALL
CULTIVATING THE BEST IN US

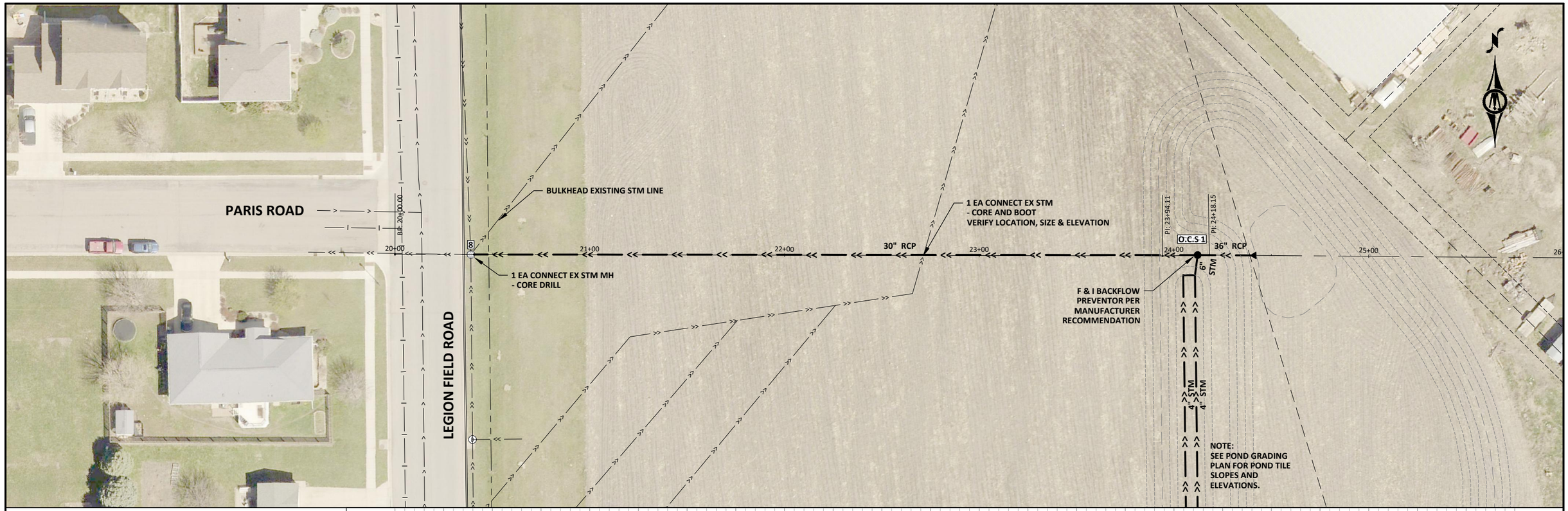
DESIGNED	DTB, STT
DRAWN	DTB, STT
CHECKED	STT
CLIENT PROJ. NO.	24X.136629.000

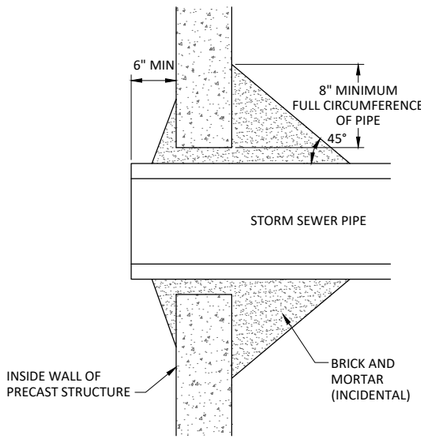
NO.	ISSUED FOR	DATE

CITY OF MARSHALL, MINNESOTA
LEGION ROAD FLOOD MITIGATION - PHASE 3
STORM SEWER PLAN & PROFILE
136629C501 - C5.02

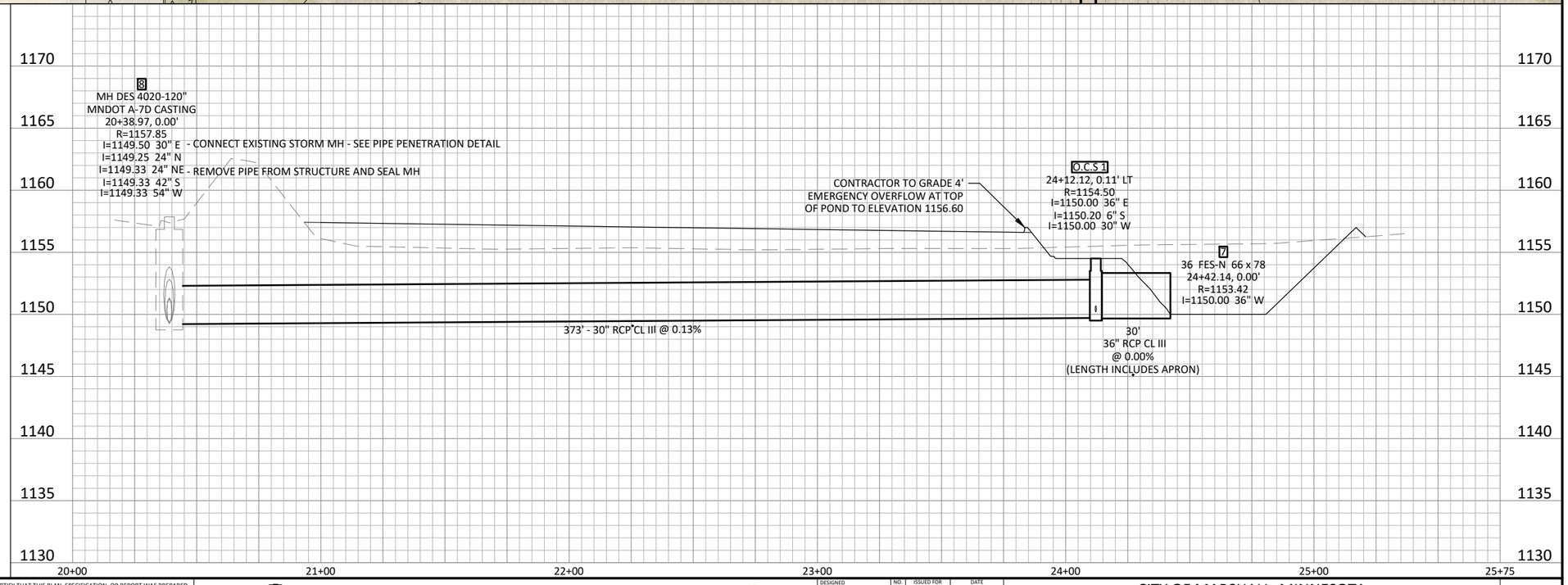
SHEET 15

I:\Projects\136629000\CAD\C3D\136629C501.dwg 3/20/2025 9:12:05 AM





DRAINAGE STRUCTURE PIPE
PENETRATION DETAIL
NOT TO SCALE



I:\3662900\CAD\C3D\136629C501.dwg 3/20/2025 9:13:05 AM

HORZ. SCALE 0 25 50 FEET
VERT. SCALE 0 5 10 FEET

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

95% PLAN SET

SHANE T. TRAULICH, P.E.
LIC. NO. 57836 DATE 03/20/2025

BOLTON & MENK
1243 CEDAR STREET NE
SLEEPY EYE, MINNESOTA 56085
Phone: (507) 794-5541
Email: SleepyEye@bolton-menk.com
www.bolton-menk.com

MARSHALL
CULTIVATING THE BEST IN US

DESIGNED	DTB, STT
DRAWN	DTB, STT
CHECKED	STT
CLIENT PROJ. NO.	24X.136629.000

NO.	ISSUED FOR	DATE

CITY OF MARSHALL, MINNESOTA
LEGION ROAD FLOOD MITIGATION - PHASE 3
STORM SEWER PLAN & PROFILE
136629C501 - C5.03

SHEET 16

CITY OF MARSHALL
AGENDA ITEM REPORT

Presenter:	Sharon Hanson/Steven Anderson
Meeting Date:	Tuesday, April 28, 2026
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Approval of a Special Law for Southwest Minnesota State University
Background Information:	Southwest Minnesota State University (SMSU) reached out to local legislators Rep. Swedzinski and Senator Dahms to allow SMSU to be able to sell strong beer and wine on campus during sporting events. Under Minnesota Statute §340A.404 thirteen types of establishments are allowed to possess an on-sale intoxicating liquor, wine or malt liquor license. In February, Senator Dahms and Rep. Swedzinski both introduced special legislation (SF3676 and HF3382) to allow SMSU to serve alcohol at the Schwan Regional Event Center and Recreation/Athletic Facility. The language was similar to language introduced in 2025 for Minnesota State University, Mankato to allow MSU Mankato to serve alcohol at the Taylor Center. On April 21, 2026, Governor Walz signed SF2511 into law which included the provisions to allow the City of Marshall to issue an on-sale wine and beer license to SMSU. As required under the approved law the special license does not become effective until it is approved by a majority vote of the Marshall City Council, and a certificate is filed with the Minnesota Secretary of State. Once effective SMSU will still need to apply for and go through the liquor licensing process, which would include an application and fee, a public hearing, and physical site inspection from Minnesota Alcohol and Gambling Enforcement.
Fiscal Impact:	$600 on-sale wine license and $300 on-sale beer license
Alternative/ Variations:	
Recommendations:	To adopt Resolution 26-036 approving Minnesota Laws, 2026, Chapter 48, Section 16 authorizing the City of Marshall to issue an on-sale wine and malt liquor intoxicating liquor license to Southwest Minnesota State University.

RESOLUTION NO. 26-036

RESOLUTION OF THE CITY OF MARSHALL APPROVING
MINNESOTA LAWS, 2026, CHAPTER 48, SECTION 16

WHEREAS, the 2026 regular session of the Minnesota Legislature passed, and the Governor signed, Minnesota Laws, 2026, Chapter 48, Section 16 (the "Special Law"), which authorizes the City of Marshall to issue an on-sale wine and malt liquor intoxicating liquor license to Southwest Minnesota Statute University, all in accordance with Minnesota Statutes, section 340A; and

WHEREAS, a license authorized by this section may be issued for space that is not compact and contiguous, provided that all the space is within the boundaries of the campus of Southwest Minnesota State University and is included in the description of the licensed premises on the approved license application.

WHEREAS, the license under this section authorizes sales on all days of the week to persons attending events at the Schwan Regional Event Center and the Recreation/Athletic Facility, subject to the hours and days of sale restrictions in Minnesota Statutes, chapter 340A, and any reasonable license conditions or restrictions imposed by the licensing authority

WHEREAS, the Special Law is effective upon approval of the City by resolution adopted by a majority vote of all members of the City Council and filing a certificate with the Secretary of State of the State of Minnesota, all in accordance with Minnesota Statutes, Section 645.021, subdivisions 2 and 3; and

WHEREAS, the City Council has determined that is in the best interest of the City and its residents to approve the Special Law.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Marshall that Minnesota Laws, 2026, Chapter 48, Section 16 is hereby approved.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby instructed to file with the Secretary of State of the State of Minnesota the appropriate certificate and a copy of this resolution.

BE IT FURTHER RESOLVED THAT City staff are authorized and directed to take all additional actions necessary to implement the Special Law.

Adopted by the City Council of the City of Marshall, Minnesota this 28th day of April 2026.

Attest:

_____ _____

City Clerk Mayor

CERTIFICATE OF APPROVAL OF SPECIAL LAW BY GOVERNING BODY

(Pursuant to Minnesota Statutes, 645.02 and 645.021)

STATE OF MINNESOTA

COUNTY OF LYON

TO THE SECRETARY OF STATE OF MINNESOTA:

PLEASE TAKE NOTICE, That the undersigned chief clerical officer of the City of Marshall DOES HEREBY CERTIFY, that in compliance with the provisions of Laws, 2026, Chapter 48, Section 6 requiring approval by a majority* of the governing body of said local governmental unit before it becomes effective, the City Council at a meeting duly held on the 28th day of April, 2026, by resolution did approve said Laws, 2026, Chapter 48, Section 6 by a majority vote* of all of the members thereof (Ayes_____; Noes _____; Absent or not voting _____) and the following additional steps, if any required by statute or charter were taken:

NOT APPLICABLE

A copy of the resolution is hereto annexed and made a part of this certificate by reference.

Signed: _____
City Clerk

(This form prescribed by the Attorney General and furnished by the Secretary of State as required in Minnesota Statutes 645.021.)
*If extraordinary majority is required by the special law, insert fraction or percentage here.

Please see reverse side for instructions for completing this form.

INSTRUCTIONS

- Include the chapter number in the *Laws of Minnesota* that is to be approved on the Certificate of Approval form **and** in the resolution that approves the special law.

- Return the completed **originally signed** Certificate of Approval form **with a photo copy** of the resolution that approved the special law to:

  Election Division
  Secretary of State
  180 State Office Building
  100 Rev. Dr. Martin Luther King Jr. Blvd
  St. Paul, MN 55155-1299

- If you have any questions, please contact Nancy Breems at 651/215-1440.

CITY OF MARSHALL
AGENDA ITEM REPORT

Presenter:	Mayor
Meeting Date:	Tuesday, April 28, 2026
Category:	COUNCIL REPORTS
Type:	INFO
Subject:	Commission/Board Liaison Reports
Background Information:	**Alcorn –** Economic Development Authority, Marshall Area Transit Committee, Public Housing Committee **Byrnes** - Fire Relief Association and Regional Development Commission **Lozinski –**Joint LEC Management Committee, Marshall Municipal Utilities Commission, Police Advisory Board **Moua-Leske –** Adult Community Center, Convention & Visitors Bureau; Diversity, Equity & Inclusion Commission **Schafer –** Airport Commission, MERIT Center Commission, SW Amateur Sports Commission, SW MN Emergency Communication Board **Schroeder** – Economic Development Authority, Joint LEC Management Committee, Planning Commission **Schwartz –** Cable Commission, Community Services Advisory Board, Library Board
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	

CITY OF MARSHALL
AGENDA ITEM REPORT

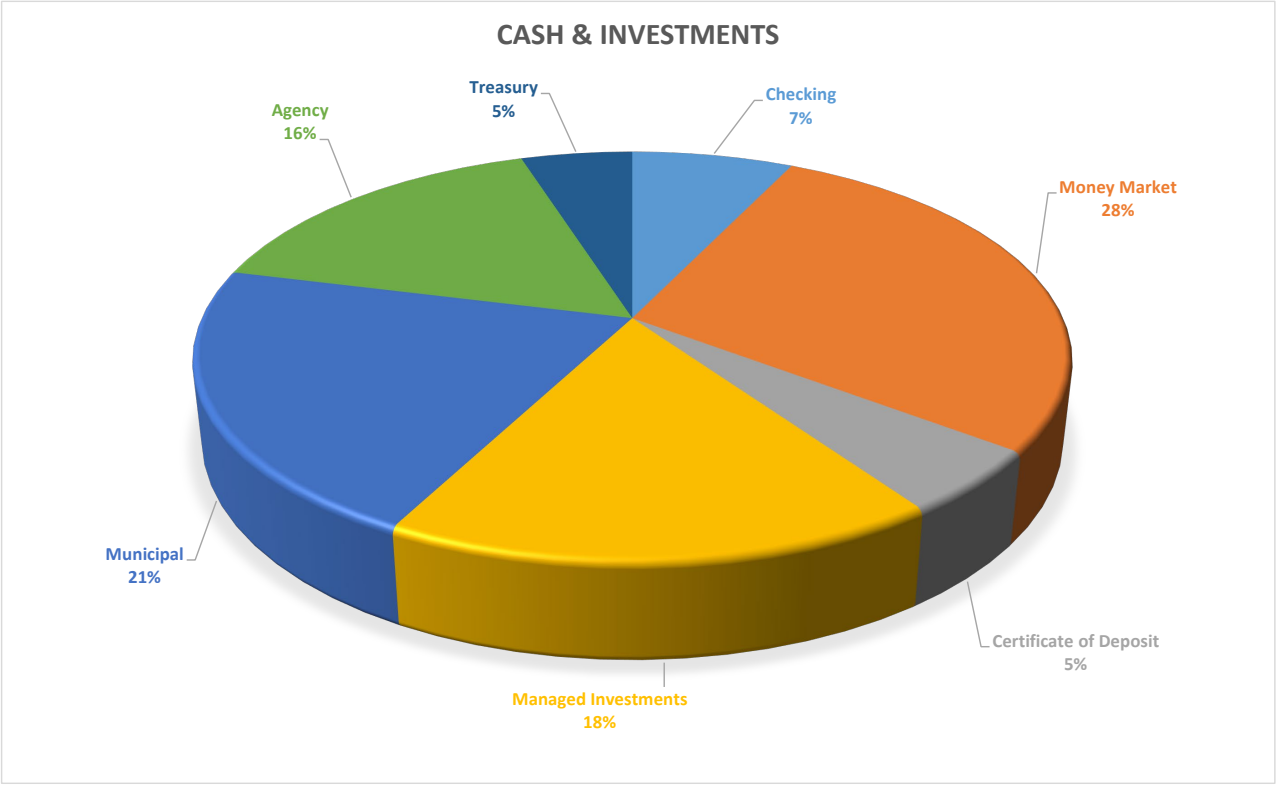
Presenter:	Jason Anderson
Meeting Date:	Tuesday, April 28, 2026
Category:	INFORMATION ONLY
Type:	INFO
Subject:	US Army Corps of Engineers (USACE) FCCE PL84-99 Repairs Update
Background Information:	During routine reviews of the City flood control project, City staff identified two areas of concern due to erosion along armored segments of the flood control project. Upon discovery, City staff completed aerial survey of the flood control project via drone and submitted information and a request for review to the US Army Corps of Engineers (USACE). The locations of the flood control project repairs are identified in the plan pages that are included in the Council packet. Following review and discussions, the USACE has agreed to design and administer a repair project for our federal flood control system until Public Law 84-99. Public Law 84-99 is the Corps of Engineers' basic authority to provide support to local governments prior to, during, and after a flood event. The Flood Control and Coastal Emergencies (FCCE) appropriation provides funding for PL 84-99 authorized activities. The City Council has taken prior actions related to this project on November 10, 2025 and March 10, 2026. Prior actions included authorizing the USACE and its contractors to access our property to make repairs and authorizing execution of rights of access agreements with Lake Marshall Township, E-Free Church, and S&R Auto. On Friday, April 10, 2026, the USACE opened bids for these flood control project repairs. Two bids were received, with the low proposal being submitted by Three Oaks Construction, Inc., from North Sioux City, SD, in the amount of $260,868. The bid is just below the engineer's estimate of $268,392.08. The other bid was submitted by a company from Missouri in the amount of $650,000. Though it takes a lot of staff time and coordination with the USACE, City staff appreciates the review and consideration of the USACE staff for these necessary flood control project repairs.
Fiscal Impact:	There is no cost to the City for these repairs. All repair costs will be covered by the Federal Government under PL84-99.
Alternative/ Variations:	
Recommendations:	Information only.

City of Marshall, Minnesota

Cash & Investments

3/31/2026

	Par Value	YTM Rate	
CASH & INVESTMENTS:			
Checking -Old National Bank	3,725,982.24	0.00%	
Money Market - Old National (bond proceeds)	4,947,573.12	3.40%	
Money Market - US Bank	710,548.15	3.60%	
Money Market - 4M	9,010,006.57	3.60%	
Money Market - Ehlers	7,664.54	3.14%	
Money Market - First Interstate	50,624.12	1.90%	
Treasury - 4M	3,640,000.00	3.48%	
Certificate of Deposit - Minnwest	239,900.00	0.00%	
Investment Portfolio - General Fund	2,987,717.49		
Investment Portfolio - WW/SW Capital Reserve	3,989,374.54		
Investment Portfolio - Endowment Fund	2,101,507.75		
Municipal - US Bank	10,270,000.00	4.27%	Average
Certificate of Deposit - US Bank	2,220,000.00	4.28%	Average
Agency - US Bank	4,818,000.00	4.12%	Average
Treasury - US Bank	2,000,000.00	4.24%	Average
Certificate of Deposit - Ehlers	170,000.00	4.00%	Average
Treasury - Ehlers	571,000.00	3.85%	Average
Municipal - Ehlers	815,000.00	3.92%	Average
TOTAL CASH & INVESTMENTS	52,274,898.52	3.19%	Average YTM



PUBLIC HOUSING COMMISSION

202 North First Street
MARSHALL, MN 56258
April 13th, 2026
4:00 P.M Board Meeting Agenda

1 Call to Order:

2. Roll Call:

3. Approval of the Agenda. (Additions)

4. Approval of Previous Meeting Minutes: March 9th, 2026

5. Reports:
   A. **Four - Month** report for Operating Statement for FY 2026
   B Accounts Receivable/Payable.
   C. Occupancy/ Maintenance Report

6. CFP. 2024 - Garages: Construction update, Final Payment on Winchester Doors
   2025- Generator:
   Working on getting Electrical Engineer out to Parkview.

7. New Business:
   A. Washer / Dryer Update. Payment. 2/28/26-$ 825.00 3/31/26- $ 926.00
   B. Legal Counsel "Bill Toulouse "on Legal Advice.
   C. Update on Fire.
   D. Response from HAI Insurance on adding camera / insurance costs.
   E. Quotes for Outside 5 Camera's Quotes for Electrical.
   F. Review Line Items for 2026 CFP Projects for public meeting.
   G. Approve Resolution # 26-02, FYE 25, Financial Statements.
   H. Approve Resolution # 26-03, C of C Form.
   I. Approve Resolution # 26.04, Civil Rights Certification
   J. Request for Reasonable Accommodations for Tenant with Hearing Disability

8. Executive Director Items:
   A. Eviction Notice sent out to # 2 Winchester for Non- payment of rent.
   Eviction Notice sent out to # 2018, Parkview for Non- payment of rent.

9. Commissioner Items:
   A.

10. Date and Time for Next Regular Meeting, May 11th, 2026. 4:00 p.m.

11. ADJOURN TIME

PUBLIC HOUSING COMMISSION
OF THE CITY OF MARSHALL
PARKVIEW APARTMENTS

Minutes of the Meeting of
February 17th, 2026

Meeting called to Order: 4:05 P.M. by Tanisha Juarez.
Members Present: Farrell, Reilly, Juarez, Alcorn, Knutson, Rickgarn (slightly late)

Also at the meeting was Linda Runia.

Members Absent:

Due to lack of quorum-Meeting moved from February 9th to the 17th.

MOTION by Alcorn, seconded by Juarez, to approve the minutes of the January 12th, 2026 meeting. All voted in Favor, Motion passed.

REPORTS: Two-Month Operating Statement for FY 26. Motion by Rickgarn, second by Juarez to Approve the Monthly Report. All voted in Favor, Motion passed.
Account Receivable/Payable: A one-month report was reviewed, several items were pointed out and discussed to the Board by the Director, including checks from #022937 to # 022983 in the amount of $ 160770.33 Motion by John Rickgarn, second by Dean, to approve the report. All voted in favor.
Occupancy Report: Currently working with several applicants for Parkview, and Family Units. Detailed Maintenance report included.

2025- Generator, Sent out to Four Architect Firms.
(4 Quotes from Architects came in)

New Business:

A. Washer /Dryer Update-payment. $912 1/31/26
B. MEI Wireless Sales Agreement
C. Monthly Statement-Jackie Bixby Email
D. Hawkins Ash Housing-SF-425 Reporting & Return of Interest
E. Public Notice of Hearing April 13th.

Next Meeting: **March 9th, 2026 4:00 p.m.**
Chairperson Rickgarn Declared the meeting adjourned at 5:09 p.m.

Mark Farrell, Executive Director

Board Member

MARSHALL

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

Applicant Name	Location	Description of Work	Valuation	Approved Date
ANDERSON/TIMOTHY & SARAH B/JT	1002 COUNTRY CLUB DR	Accessory Building (Garages, Sheds, Gazebos, etc)	25200.00	04/22/2026
BISBEE PLUMBING & HEATING	1006 POPLAR AVE	Plumbing - Water heater	200.00	04/13/2026
BISBEE PLUMBING & HEATING	808 6TH ST N	Plumbing - Water heater	950.00	04/14/2026
BISBEE PLUMBING & HEATING	403 DOGWOOD AVE	Plumbing - Water heater	950.00	04/10/2026
BISBEE PLUMBING & HEATING	500 SARATOGA ST W	Plumbing - Water heater	4750.00	04/10/2026
CMS NEXTECH LLC	1000 SOUTHVIEW DR E	HVAC - Air Conditioning	17000.00	04/22/2026
JEFF GLADIS CONSTRUCTION LLC	603 HAWTHORN DR	Re-Roofing	5500.00	04/14/2026
JEFF GLADIS CONSTRUCTION LLC	204 DONITA AVE	Re-Roofing	11300.00	04/14/2026
KNUDSON/JAMES R & ROBIN J	1209 PARKSIDE DR	Accessory Building (Garages, Sheds, Gazebos, etc)	12000.00	04/14/2026
LANDSMAN/JESSICA LYNN	308 HIGH ST N	Windows	8100.00	04/09/2026
MITLYNG ELECTRIC & REFRIGERATION	505 HUDSON AVE	Plumbing - Water heater	1598.00	04/22/2026
OMEGA EXTERIORS	113 THOMAS AVE W	Re-Roofing	16084.08	04/14/2026
OMEGA EXTERIORS	604 ELIZABETH ST	Re-Roofing	25718.91	04/13/2026
OMEGA EXTERIORS	1201 COUNTRY CLUB DR	Re-Roofing	27054.48	04/13/2026
OMEGA EXTERIORS	705 VIKING DR, 705 VIKING DR	Re-Roofing, Re-Siding	68000.00	04/13/2026
RAMIREZ/JOSE LUIS & PAULA/JT	105 GREELEY ST W, 105 GREELEY ST W	Doors, Windows	1700.00	04/14/2026
SERVPRO of MANKATO/OWATONNA	202 1ST ST N	Interior Remodeling - ANY Work Inside, Except Fireplace	2000.00	04/20/2026
STRAIGHT UP BUILDERS LLC	509 IMPALA CT	Re-Siding	20000.00	04/14/2026
STRAIGHT UP BUILDERS LLC	512 JAGUAR CT	Deck	40000.00	04/21/2026
VANLEEUWE CONSTRUCTION LLC	409 THOMAS AVE W	Building Addition	22000.00	04/20/2026

MARSHALL
CULTIVATING THE BEST IN US

Upcoming Meetings

April

- 04/28 Local Board of Appeal and Equalization Re-convene, 5:00 PM, City Hall
- 04/28 Regular Meeting, 5:30 PM, City Hall

May

- 05/12 Public Improvement and Transportation Committee, 3:00 PM, City Hall
- 05/12 Interviews for Boards/Commissions, 4:45 PM, City Hall
- 05/12 Regular Meeting, 5:30 PM, City Hall
- 05/26 Housing and Redevelopment Authority, 5:00 PM, City Hall
- 05/26 Regular Meeting, 5:30 PM, City Hall

2026 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 13, 2026
2. January 27, 2026

February

1. February 10, 2026
2. February 24, 2026

March

1. March 10, 2026
2. March 24, 2026

April

1. April 14, 2026
2. April 28, 2026

May

1. May 12, 2026
2. May 26, 2026

June

1. June 9, 2026
2. June 23. 2026

July

1. July 14, 2026
2. July 28, 2026

August

1. Monday, August 10, 2026
2. August 25, 2026

September

1. September 8, 2026
2. September 22, 2026

October

1. October 13, 2026
2. October 27, 2026

November

1. November 10, 2026
2. November 24, 2026

December

1. December 8, 2026
2. December 22, 2026

2026 Uniform Election Dates

- February 10, 2026
- March 10, 2026
- April 14, 2026
- May 12, 2026
- August 11, 2026
- November 03, 2026

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.