

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Marshall, Minnesota, was duly held at the City Hall in said City on Tuesday, April 9, 2024, commencing at 5:30 p.m.

The following members were present:

and the following were absent:

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's General Obligation Grant Anticipation Notes, Series 2024B, proposed to be issued in the original aggregate principal amount of \$2,415,000.

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

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

and the following voted NAY:

Passed, adopted, approved and filed this 9th day of April, 2024.

CITY OF MARSHALL, MINNESOTA

RESOLUTION NO. 24-041

AWARDING THE SALE OF GENERAL OBLIGATION GRANT ANTICIPATION NOTES, SERIES 2024B, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,415,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT

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

Section 1. Background.

1.01 Authorization for Sale of Notes. Pursuant to a resolution adopted by the City Council on March 12, 2024, the City authorized the issuance and sale of its General Obligation Grant Anticipation Notes, Series 2024B (the “Notes”) pursuant to Minnesota Statutes, Chapter 475 and Sections 360.011 to 360.076, as amended, including in particular, Section 475.61, subdivision 5 and Section 360.036 (collectively, the “Act”), in anticipation of the receipt of grants of state and federal funds, including from the Federal Aviation Administration in the form of Federal Airport Improvement Program (AIP) funding and Federal Airport Infrastructure Grant (AIG) funding (collectively, the “Grant”), for which the City has applied, to aid in payment of a portion of the costs incurred for certain improvements to the Southwest Minnesota Regional Airport, including site preparation for and the construction of a new snow removal equipment (SRE) and maintenance equipment storage building (the “Airport Project”). In addition to the Grant, the City anticipates receiving certain local funds (the “Local Funds”) for the Airport Project.

1.02 As required by Section 475.61, subdivision 5 of the Act, the principal amount of the Notes does not exceed the total amount authorized and the maturity date of the Notes is not more than three years from the date the Note are proposed to be issued.

Section 2. Sale of Notes.

2.01 Award to the Purchaser and Interest Rates. The proposal of Oppenheimer & Co., Inc., Philadelphia, Pennsylvania (the “Purchaser”) to purchase the Notes is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Notes at a price of \$2,417,704.80 (par amount of \$2,415,000.00, plus original issue premium of \$8,573.25, less underwriter’s discount of \$5,868.45), bearing interest at the rate of 4.25% per annum.

True interest cost: 4.1381779%

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

2.03. Terms and Principal Amount of the Notes. The City will forthwith issue and sell the Notes pursuant to the Act, in the total principal amount of \$2,415,000, originally dated the date of delivery (currently anticipated to be May 9, 2024), in fully registered form in denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1, bearing interest as above set forth, and maturing on June 1, 2025.

2.04. Optional Redemption. The Notes are subject to optional redemption on December 1, 2024, and on any day thereafter. Such redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. Prepayments will be at a price of par plus accrued interest.

Section 3. Registration and Payment.

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

3.02. Dates; Interest Payment Dates. Each Note will be dated as of the last interest payment date preceding the date of authentication to which interest on the Note has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Note will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Note will be dated as of the date of original issue. The interest on the Notes is payable semiannually on June 1 and December 1, commencing December 1, 2024, to the registered owners of record as of the close of business on the 15th day of the immediately preceding month, whether or not that day is a business day.

3.03. Registration. The City will appoint, and will maintain, a note registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

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

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

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

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

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

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

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

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

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

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

Administrator must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

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

3.06. Form of Notes. The Notes will be printed or typewritten in substantially the form attached hereto as Exhibit B.

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

Section 4. Funds and Accounts; Security; Payment.

4.01. Debt Service Fund. The Notes are payable from proceeds of the Grant, Local Funds, and the General Obligation Grant Anticipation Notes, Series 2024B Debt Service Fund (the “Debt Service Fund”) hereby created. The Debt Service Fund shall be administered and maintained by the Finance Director as a bookkeeping fund separate and apart from all other funds maintained in the official financial records of the City. Amounts in the Debt Service are irrevocably pledged to the Notes. The proceeds of the Grant Receipts and ad valorem taxes hereinafter levied for the payment of the Notes are hereby pledged to the Debt Service Fund. There is appropriated to the Debt Service Fund (i) all capitalized interest financed from Note proceeds, if any, (ii) any amount over the minimum purchase price of the Notes paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 2.02; (iii) accrued interest, if any; (iv) on or before a principal or interest payment date, proceeds of the Grant, plus Local Funds, in an amount sufficient, together with other funds then on hand in the Debt Service Fund, to pay 105% of the principal and interest then due on the Notes, (v) any taxes collected in the event the other funds available to pay the Notes are insufficient, and (vi) all investment income on the foregoing. If the money in the Debt Service Fund should at any time be insufficient to pay principal and interest due on the Notes, such amounts shall be paid from other moneys on hand in other funds of the City, which other funds shall be reimbursed therefor when sufficient money becomes available in the Debt Service Fund. There is also appropriated to the Debt Service Fund any original issue premium and any rounding amount, to the extent designated for deposit in the Debt Service Fund in accordance with Section 2.02 hereof.

4.02. Construction Fund. The proceeds of the Notes, less the appropriations made in Section 4.01, together with any other funds appropriated for the construction of the Airport Project will be deposited in a separate fund (the “Construction Fund”) to be used solely to defray expenses of the Airport Project. When the construction of the Airport Project is completed and the cost thereof paid, the Construction Fund is to be closed and any money remaining therein shall be transferred to the Debt Service Fund.

4.03. City Covenants. The Council covenants and agrees that in accordance with its statutory duties as provided under Section 475.61, subdivision 5 of the Act, it will pay and retire the Notes and the interest thereon out of the proceeds of the Grant and Local Funds or definitive bonds or long-term bonds which the City Council will issue and sell at or prior to the maturity of the Notes to the extent that the Notes cannot be paid out of moneys available in the Debt Service Fund or out of other municipal funds which are available and appropriated by the Council to such purpose. The proceeds of such definitive bonds, and any taxes hereafter levied for that purpose are pledged to the Debt Service Fund.

4.04. No Tax Levy Required. It is hereby determined that the estimated collection of Grant proceeds and Local Funds will produce at least five percent (5%) in excess of the amount needed to meet when due, the principal and interest payments on the Notes and that no tax levy is needed at this time.

4.05. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Notes, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged, and the City covenants and agrees that if and to the extent the amounts pledged and on deposit in the Debt Service Fund and the proceeds of the Grant and Local Funds are insufficient to pay the principal and interest on the Notes when due, it will levy on all taxable property in the City, a direct, irrevocable ad valorem tax for this purpose, the collections of which shall be deposited in the Debt Service Fund.

Furthermore, in accordance with its statutory duties under Section 475.61, subdivision 5 of the Act, the City covenants and agrees with the holder of the Notes that if the Notes cannot be paid at maturity from the proceeds of the Grant or from other funds appropriated by the Council (including the Local Funds), the Notes will be paid from the proceeds of definitive bonds that will be issued and sold prior to the maturity date of the Notes.

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

Section 5. Authentication of Transcript.

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

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

5.03. Other Certificates. The Mayor, City Administrator and the Finance Director are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Notes or the organization of the City or incumbency of its officers, at the closing the Mayor and City Administrator

shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Notes.

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

Section 6. Tax Covenants.

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

6.02. Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Notes under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Notes, and the rebate of excess investment earnings to the United States (unless the City qualifies for any exception to the rebate requirements based on timely expenditure of proceeds of the Notes, in accordance with the Code and applicable Treasury Regulations).

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

6.04. No Designation of Qualified Tax -Exempt Obligations. The Notes have not been designated as a “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

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

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

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

7.02. Participants. With respect to Notes registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Notes as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Notes, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Notes, (ii) the delivery to any Participant or any other person (other than a registered owner of Notes, as shown by the registration books kept by the Registrar) of any notice with respect to the Notes, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Notes, of any amount with respect to principal of, premium, if any, or interest on the Notes. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Note is registered in the registration books kept by the Registrar as the holder and absolute owner of such Note for the purpose of payment of principal, premium and interest with respect to such Note, for the purpose of registering transfers with respect to such Note, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Notes only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Notes to the extent of the sum or sums so paid. No person other than a registered owner of Notes, as shown in the registration books kept by the Registrar, will receive a certificated Note evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

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

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

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

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

Section 9. Defeasance. When the Notes and all accrued interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Notes will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Notes will remain in full force and effect. The City may discharge the Notes which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Note and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Note should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Passed and adopted this April 9, 2024.

CITY OF MARSHALL, MINNESOTA

Robert J. Byrnes
Mayor

Attest:

Steven Anderson
City Clerk

EXHIBIT A
PROPOSALS



\$2,590,000*
City of Marshall, Minnesota
General Obligation Grant Anticipation Notes, Series 2024B
S&P Rating: SP-1+

Sale Date: April 9, 2024

BB: 3.68%
Average Maturity: 1.061 Years

Bidder	TIC
Oppenheimer & Co. Inc.	4.1381%
Northland Securities, Inc.	4.3284%

Winning Bidder Information	Maturity	Interest Rate	Reoffering Yield	Reoffering Price
OPPENHEIMER & CO. INC.	6/1/2025	4.25%	3.60%	100.355%

Purchase Price: \$2,592,900.80*
Net Interest Cost: \$113,901.01*
TIC: 4.1381%*

* Subsequent to bid opening, the par amount decreased to \$2,415,000; and the price, net interest cost, and true interest cost have changed to \$2,417,704.80, \$106,204.99, and 4.1381%, respectively.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP, trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2024 Baker Tilly Municipal Advisors, LLC

EXHIBIT B
FORM OF NOTE

No. R-1

\$2,415,000

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

GENERAL OBLIGATION GRANT ANTICIPATION NOTE
SERIES 2024B

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
4.25%	June 1, 2025	May 9, 2024	572500 ____

Registered Owner: CEDE & CO.

The City of Marshall Minnesota, a duly organized and existing municipal corporation in Lyon County, Minnesota (the “City”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$2,415,000 on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable semiannually on June 1 and December 1, commencing December 1, 2024, to the person in whose name this Note is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check, draft, or wire by U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as Note Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The Notes are subject to optional redemption on December 1, 2024, and on any day thereafter. Such redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. Prepayments will be at a price of par plus accrued interest.

This Note is one of an issue in the aggregate principal amount of \$2,415,000, all of like original issue date and tenor, except as to number, maturity date, interest rate, and redemption privilege, all issued pursuant to a resolution adopted by the City Council on April 9, 2024 (the “Resolution”), for the purpose of providing temporary financing for certain improvements to the Southwest Minnesota Regional Airport, pursuant to and in full conformity with the home rule charter of the City and the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475 and Sections 360.011 to 360.076, as amended, including in particular, Section 475.61, subdivision 5 and Section 360.036, and the principal hereof and a portion of the interest hereon are payable primarily from grants of state and federal funds to be received by the City, including from the Federal Aviation Administration (collectively, the “Grant”), and from local funds, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Note and the City Council has obligated itself to issue and sell definitive bonds to redeem the Notes

and to levy ad valorem taxes on all taxable property in the City in the event of any deficiency, which taxes may be levied without limitation as to rate or amount. The Notes of this series are issued only as fully registered Notes in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City Council has not designated the issue of Notes of which this Note forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) relating to disallowance of interest expense for financial institutions.

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

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

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

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

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

Dated: May 9, 2024

CITY OF MARSHALL, MINNESOTA

(Facsimile)
Mayor

(Facsimile)
City Administrator

CERTIFICATE OF AUTHENTICATION

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

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

By _____
Authorized Representative

ASSIGNMENT

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

Dated: _____

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

Signature Guaranteed:

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

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

Name and Address: _____

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

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

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

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Officer of Registrar</u>
<u>May 9, 2024</u>	Cede & Co. Federal ID #13-2555119	_____

RESOLUTION NO. _____

The attached resolution was adopted by the City Council of the City of Marshall on April 9, 2024.

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

CITY OF MARSHALL CITY COUNCIL MEMBERS	Yes	No	Other
Robert J. Byrnes, Mayor	_____	_____	_____
John Alcorn (Ward I)	_____	_____	_____
Amanda Schroeder (Ward I)	_____	_____	_____
See Moua Leske (Ward II)	_____	_____	_____
Steven Meister (Ward II)	_____	_____	_____
James Lozinski (Ward III)	_____	_____	_____
Craig Schafer (Ward III)	_____	_____	_____

RESOLUTION ADOPTED.

ATTEST:

Secretary to the Council

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

I, the undersigned, being the duly qualified and acting City Clerk of the City of Marshall, Minnesota (the “City”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on April 9, 2024, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City’s General Obligation Grant Anticipation Notes, Series 2024B, in the original aggregate principal amount of \$2,415,000.

WITNESS My hand officially as such City Clerk and the corporate seal of the City this ____ day of April, 2024.

City Clerk
City of Marshall, Minnesota