



CITY OF MARSHALL
City Council Meeting
Agenda
Monday, August 12, 2024 at 5:30 PM
City Hall, 344 West Main Street

OPENING ITEMS

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) Consider Approval of the Minutes from the Regular Meeting and Work Session Held on July 23rd

PUBLIC HEARING

- [2.](#) Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project -- 1) Continuation of July 9, 2024 Public Hearing for Limited Purpose of Consideration of Assessment of Property for Which Council Previously Received an Objection Identified as: Parcel# 27-677104-0; 2) Consider Resolution Adopting Assessment Amount Specific to Property Identified as Parcel# 27-677104-0 and Acknowledgment that Pursuant to Minn. Stat. 426.061, the Assessment on Those Specific Properties Becomes a Part of the Assessment Roll Adopted on July 9, 2024

AWARD OF BIDS

- [3.](#) Authorization to Purchase 48' Shelter from Flagship Recreation

CONSENT AGENDA

- [4.](#) Consider Approval of a LG220 Lawful Gambling Permit for Ducks Unlimited
- [5.](#) Consider Approval for a Temporary On-Sale Liquor License for Visit Marshall -Prairie Jam
- [6.](#) Resolution Declaring Property as Surplus and Authorizing Sale - Public Works Items
- [7.](#) Consider Resolution Declaring Tables as Surplus for the Adult Community Center
- [8.](#) Consider Amended Request for Street Closure of Marvin Schwan Memorial Drive for Arts & Living Festival
- [9.](#) Project AP-003: Airport Snow Removal Equipment (SRE) Building - FAA Grant Agreement MML-GLG-3-27-0056-021-2024 for Funding of Airport Development
- [10.](#) Consider Approval for a Temporary Liquor License for the SMSU Foundation on September 7
- [11.](#) Consider Approval for a Temporary Liquor License for the SMSU Foundation on September 21
- [12.](#) Consider Approval of the Bills/Project Payments

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

- [13.](#) Consider Resolution Approving the amendments to the 2024 Fee Schedule
- [14.](#) Consider the Request to Extend a Conditional Use Permit for an Advertising Sign (Billboard) at 511 South Highway 23
- [15.](#) Project PK-015: Independence Park Parking Lot & Entrance Road Project – Consider Change Order No. 1 (Final) and Acknowledgement of Final Pay Request (No. 2)

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

ADMINISTRATIVE REPORTS

- [21.](#) Administrative Brief

INFORMATION ONLY

- [22.](#) Project ST-007: UCAP Bus Shelter Project – United Community Action Partnership (UCAP) Award of Quote

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.

[23.](#) Cash and Investments

[24.](#) Building Permits

MEETINGS

[25.](#) Upcoming Meetings

ADJOURN

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CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Monday, August 12, 2024
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Copy of Consider Approval of the Minutes from the Regular Meeting and Work Session Held on July 23rd
Background Information:	Enclosed are the minutes from the previous meetings.
Fiscal Impact:	
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk, Steven Anderson, prior to the meeting.
Recommendations:	That the minutes from the meeting held on July 23rd be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL
WORK SESSION
M I N U T E S
Tuesday, July 23, 2024**

The work session of the Common Council of the City of Marshall was held July 23, 2024, at City Hall, 344 West Main Street. The meeting was called to order at 4:00 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer (via Zoom), Amanda Schroeder, Steve Meister, John Alcorn, James Lozinski and See Moua-Leske. Absent: None. Staff present included: Sharon Hanson; City Administrator; E.J. Moberg, Director of Administrative Services; Stephen Zimmer, City Administrator Intern; and Steven Anderson, City Clerk.

2025 Marshall-Lyon County Library Appropriation Request

Michele Leininger, Library Director, reviewed various portions of the budget request of \$789,088 and explained the need for a 5.8% increase from FY2024. The council was also reminded that the library was unique in the state because of the cost share with Lyon County (2/3 City of Marshall, 1/3 Lyon County).

2025 United Community Action Partnership Community Contribution Request

E.J. Moberg on behalf of Nick Leske due to a conflict of interest with a councilmember informed the council that UCAP was not making a budget request for 2025 as no vehicles were scheduled to be replaced due to funding from MnDOT. Moberg did share that money set aside in 2020/2021/2023 for bus replacements were finally close to being expended as the buses were finally being delivered.

2025 Lyon County Historical Society Community Contribution Request

Jennifer Andries, Lyon County Historical Society Executive Director, requested \$28,037 for 2025. Andries showcased various exhibits and about 30 events that the Historical Society had done in the past year. The museum also received legacy grant funding and was in the process of a minor remodel to expand storage space to house artifacts. The storage area was to be named after the late Mark Goodenow who had donated various items to the historical society and left a sum of money in his will for the preservation of the museum.

2025 Sounds of Summer Community Contribution Request

Brock Klaith, President of Marshall Festival Inc., requested \$10,000 for the continuance of the annual City celebration event. The committee looked forward to having a permanent home next to the aquatic center once it was completed and the entertainment for 2025 was already on the books.

2025 Marshall Area Fine Arts Council (MAFAC) Community Contribution Request

Charlotte Wendel, President of MAFAC, detailed all the upcoming events that MAFAC would be putting on. Bruce Ahrendt presented the revenues and expenditures, and Laura Mueller-Anderson reviewed the upcoming goals for MAFAC. MAFAC requested \$8000 from the council.

Adjournment

At 4:47 PM Mayor Byrnes adjourned the meeting.

Attest:

Steven Anderson, City Clerk

Robert Byrnes, Mayor

**CITY OF MARSHALL
CITY COUNCIL MEETING
M I N U T E S
Tuesday, July 23, 2024**

The regular meeting of the Common Council of the City of Marshall was held July 23, 2024, at City Hall, 344 West Main Street. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer (via Zoom), Amanda Schroeder, Steve Meister, John Alcorn, James Lozinski and See Moua-Leske. Absent: None. Staff present included: Sharon Hanson; City Administrator; Pamela Whitmore, City Attorney (via Zoom); Jason Anderson, Director of Public Works/ City Engineer; Preston Stensrud, Park & Rec Supervisor; Katie Brusven, Adult Community Center Coordinator; Eric Hanson, Assistant City Engineer; Eric Luther, Liquor Store Manager; Ilya Gutman, Plans Examiner; Stephen Zimmer, City Administrator Intern; and Steven Anderson, City Clerk.

Consider Approval of the Minutes from the Regular Meeting and Work Session Held on July 9th

There were no requests to amend the minutes from the work session or regular meeting held on July 9th.

Motion made by Councilmember Meister, Seconded by Councilmember Schroeder to approve the minutes from July 9th. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

New On-Sale Liquor License for Sazon Catracho, LLC 1) Public Hearing for Liquor License; 2) Consider Granting Liquor License for Sazon Catracho, LLC

Clerk Anderson opened the public hearing. An application for an On-Sale Intoxicating Liquor License and Sunday Liquor was received from owners of Sazon Catracho, LLC. The application was for 1404 East College Drive, which was the former Four Seas Restaurant location. City ordinance required that any new application for an on-sale liquor license go through a public hearing and have council approval. State law also required that only one liquor license was allowed per address. Councilmembers commented that they were glad to see that the building was no longer vacant.

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

Motion made by Councilmember Lozinski, Seconded by Councilmember Alcorn to approve an On-Sale Intoxicating Liquor License for Sazon Catracho, LLC located at 1404 East College Drive. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Proposed Increase in Liquor License Fees 1) Public Hearing on Fees; 2) Consider Resolution Adopting Fees

MN Statute §340A.408 Subd. 3a. required a public hearing be held for fee increases for on-sale/off sale 3.2 percent malt liquor and intoxicating liquor and that all affected licensees of 3.2 percent malt liquor and intoxicating liquor be mailed a notice at least 30 days before the date set for the hearing. On June 12, 2024 the city clerk mailed all affected license holders notice of the fee increase and public hearing date. Liquor fees were last adjusted in 2018 to increase the Brewer Tap Room fee from \$250 to \$500 and to lower On-Sale Liquor from \$4,200 to \$3,000. A public hearing was not held regarding these adjustments in 2018 because Brewer fees did not fall under the requirements of §340A.408 and a decrease in fees also did not meet the requirements under §340A.408 Subd. 3a. Clerk Anderson went back 30 years and found that since the early 90s liquor license fees had only ever been decreased to stay in line with similar size cities. After the approval of Sazon Catracho 15 businesses had a intoxicating liquor license, 11 businesses held a 3.2 percent off-sale malt liquor license, 3 businesses that possessed a 3.2 percent on-sale malt liquor license, and 2 on-sale wine licenses. The Ways and Means Committee and Staff recommended the following increase: On-Sale Intoxicating Liquor: \$500 increase to \$3,500. 3.2% Malt Liquor Off-Sale: \$60 increase to \$150. 3.2% Malt Liquor On-Sale: \$50 increase to \$300 and Temporary Liquor License 1-3 Day: \$45 increase to \$75. Councilmember Lozinski questioned the increase in fees and Clerk Anderson showed comparable cities and explained most cities also had an

additional investigation fee while the City of Marshall did not. Councilmember Meister, Chair of the Ways and Means Committee also reiterated the comparable cities and that Marshall shouldn't be the highest or the lowest and these increases would put us at the average. Clerk Anderson received one communication from Matt Schnoor, owner of The Wooden Nickel, Varsity Pub and Pizza Ranch, voicing his concern with the increase.

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

Motion made by Councilmember Alcorn, Seconded by Councilmember Schafer to adopt Resolution 24-067 increasing liquor license fees for 2025 licenses. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. Voting Nay: Councilmember Meister, Councilmember Lozinski. The motion **Carried. 5-2.**

Franchise Agreement with Minnesota Energy Resources 1) Public Hearing for Natural Gas Franchise; 2) Consider Adoption of Ordinance Granting Franchise

Minnesota Energy Resources was approached by Duininck Inc. to receive service of natural gas to their location along North Seventh Street. Under Chapter 10 of the City Charter a franchise is required to "place or maintain any permanent or semi-permanent fixtures in, over or under any street or public place for the purpose of operating a public utility..." and could only be granted by ordinance. The Public Works Director and City Clerk had been in talks with Minnesota Energy Resources and had worked with Robert Vose of Kennedy and Graven along with City Attorney Whitmore to modify the current franchise agreement with Great Plains Natural Gas to fit the request of Minnesota Energy Resources. The franchise agreement proposal was nearly identical to the Great Plains Natural Gas agreement with the largest change being an authorized service area for Minnesota Energy Resources along North Seventh Street, instead of having access to the entire city limits. The service area could be reviewed and expanded if Minnesota Energy Resources received new requests for service that does not interfere with existing facilities.

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

Motion made by Councilmember Meister, Seconded by Councilmember Lozinski to adopt Ordinance 24-014 Granting a Natural Gas Franchise to Minnesota Energy Resources and authorize summary publication of Ordinance 24-014. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Approval of the Consent Agenda

There were no requests to remove an item from the consent agenda for additional discussion.

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

- Preliminary Plat of Ag Plus Swenson Addition – Introduction of Preliminary Plat
- Project AP-003: Airport Snow Removal Equipment (SRE) Building - Consider Resolution Authorizing Execution of MnDOT Grant Agreement No. 1057504 (S.P. A4201-107) (AIG 3-27-0056-020-2024) for SRE Construction Site Development
- Consider Approval for a Temporary Liquor License for the VFW
- Consider Approval of a LG230 Off-Site Gambling Permit for the American Legion

- Transfer 3.2% Off-Sale and Tobacco License to 727 Inc. (Freedom Gas Station)
- Consider a Resolution Calling for a Public Hearing on Proposed Assessments for Unpaid Services, Ice, Snow and Weed Elimination
- Consider Approval of the Bills/Project Payments

Authorize the Advertisement of Bids for the New Proposed Marshall Aquatic Center

Administrator Hanson went over a brief history of the Marshall Aquatic Center from its opening in 1937 through the referendum vote in 2023. The successful referendum held on November 7, 2023, would provide \$18.3 million in funds through the extension of the sales tax in Marshall, but additional commitments would help support further amenities such as a body slide flume, lily pad water walk, climbing wall and more shade structures. All donations were being made to the Marshall Community Foundation, who was serving as the fiscal agent for the project and managing the aquatic center fund. To date, the fundraising committee had reported just over \$600,000 received or pledged towards the new aquatic center. The Aquatic Center Committee finalized the plan set and Stockwell had prepared bidding documents. David Locke, an architect from Stockwell briefly reviewed the bid cost estimates and upcoming timeline for the project. Construction costs were estimated at \$16,502,467.33 and with other items the base project bid amounted to \$18,954,783.78. Alternates to the bid which included body slides, lily pad walk, additional shade structures, climbing walls, privacy wall, water integration controls, and demolition of the old facility amounted to \$1,279,761.92.

Motion made by Councilmember Schafer, Seconded by Councilmember Moua-Leske to authorize the advertisement of bids for the proposed Aquatic Center. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Adult Community Center Update

Katie Brusven, Adult Community Center Coordinator, presented to the council an overview of the happenings and goals of the Adult Community Center. Highlights of her presentation included: Marshall Area Senior Citizens membership, various groups who regularly rent space at the center, opportunities given to area seniors, grant funding projects and an open house with dueling pianos to be held on August 20th in the Adult Community Center parking lot. The Adult Community Center also partnered with Greenlite to provide LED lightbulbs to seniors and low-income housing.

Tall Grass Liquor Annual Report

Liquor Store Manager Eric Luther reported on the operations of Tall Grass Liquor over the past year. In 2023, the oversales of the liquor store were \$7,376,044 before transfers of \$1,158,807. Beer had the highest annual sales, but the lowest gross profit percentages, while THC products, while being relatively new, had the lowest sales but the highest profit margins. Non-alcoholic beverages were seeing a resurgence and the number of offerings had increased significantly and Ready to Drink cocktails were a newer trend that was a popular product. Councilmember Lozinski commented on the push by businesses to be able to sell strong beer with a 3.2% Malt Liquor License. Luther remarked that it was a concern for a lot of municipal liquor stores.

Tall Grass Agreements for Canning, Photograph Use, and Fiscal Agent

Tall Grass Municipal Liquor Store purchased beer from Brau Brothers Brewing (Brau) as part of their normal course of business in acquiring inventory. Brau offered to brew and can four types of beer labeled with a design/name unique to the City of Marshall to be sold exclusively at Tall Grass. City staff decided the four types to be brewed and canned with the local branding were Cultivate (pale ale), Brew 1872 (amber ale), Jiminey Jumper Juicy Apple (light apple lager), and Mustang Golden Ale. Tall Grass would purchase 200 cases of each type. Lauren Deutz, Economic Development Director, designed the three cans associated with the City and Tall Grass, while SMSU staff designed the can for Mustang Golden Ale. The city worked with a graphic designer from Henle Printing for design of the 12-packs. The can for Brew 1872 used a photograph of the train station provided by the Lyon County Historical Society. The Historical

Society agreed to grant permission for its use with no charge to or fee paid by the city. Tall Grass offered to donate \$1.00 to the SMSU Foundation from the sale of Mustang Golden Ale 6-packs and \$1.00 from the sale of the Tall Grass Fridge Pack (which included 3 cans of Mustang Golden Ale). The beer was expected to be available for sale at Tall Grass Municipal Liquor Store around the start of Sounds of Summer. City Attorney Pamela Whitmore provided the draft agreements.

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

Consider Adoption of Ordinance Amending the Salaries of Mayor and Councilpersons

The proposed ordinance amendment would be a 3% increase in salaries for 2025 and 2026 and by State Statute would not take effect until January 1 after the State General Election.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to adopt Ordinance 24-015 amending Chapter 2, Article III, Division 1, Section 53 Salaries of the Mayor and Councilpersons to increase salaries by 3% and authorizing its summary publication. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. Voting Nay: Councilmember Lozinski. The motion **Carried. 6-1.**

Commission/Board Liaison Reports

Byrnes	Fire Relief Association reviewed their annual audit.
Schafer	No report.
Meister	No report.
Schroeder	Planning Commission reviewed the Ag Plus Preliminary Plat.
Alcorn	No report.
Moua-Leske	CVB reviewed a number of events that were planned in the city
Lozinski	No report.

Councilmember Individual Items

Councilmember Lozinski lamented the fact that MnDOT didn't work enough with local businesses on communication of projects and timing of events.

City Administrator

Stephen Zimmer, Administrator Intern, gave a brief presentation on what he had learned and done during his internship with the City of Marshall.

Director of Public Works/City Engineer

Project updates were given on Whitney Street and Lyon Circle. The street department was asked to assist the City of Windom to help with flood control clean-up and were given permission by Administrator Hanson to assist.

City Attorney

No report.

Information Only

There were no questions on the Information Only items.

Upcoming Meetings

There were no questions on the Upcoming Meetings.

Adjournment

At 6:59 PM Motion made by Councilmember Meister, Seconded by Councilmember Schroeder to adjourn the meeting. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Attest:

Steven Anderson, City Clerk

Robert Byrnes, Mayor

Presenter:	Jason Anderson												
Meeting Date:	Monday, August 12, 2024												
Category:	PUBLIC HEARING												
Type:	ACTION												
Subject:	Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project -- 1) Continuation of July 9, 2024 public hearing for limited purpose of consideration of assessment of property for which Council previously received an objection identified as: Parcel# 27-677104-0; 2) Consider Resolution Adopting Assessment amount specific to property identified as Parcel# 27-677104-0 and acknowledgment that pursuant to Minn. Stat. 426.061, the assessment on those specific properties becomes a part of the assessment roll adopted on July 9, 2024												
Background Information:	<p>This project consisted of: reconstruction and utility replacement on West Lyon Street from East College Drive to North 5th Street, and North 3rd Street from West Main Street to West Redwood Street. All utilities were replaced, including watermain, sanitary sewer, and storm sewer on West Lyon and North 3rd Streets. Other items of work included in this project are pavement removal, aggregate base, concrete surfacing, sidewalks, curb and gutter, streetscaping, and other minor work.</p> <p>At the 07/09/2024 meeting, the City Council conducted a public hearing and heard proposed objections on the proposed assessment for the above-referenced project. One objection to the proposed assessment was received from Dereck Deutz regarding Parcel Number 27-677104-0.</p> <p>At said meeting, City Council passed the attached Resolution 24-065 and accepted the assessment roll minus the proposed assessment for the Deutz property and continued the assessment hearing to 08/12/2024. Pursuant to Minn. Stat. § 429.061, the Council may consider any objection to the amount of a proposed assessment as to a specific parcel of land at an adjourned hearing where it may hear further written or oral testimony on behalf of the objecting property owner and may consider further written or oral testimony from appropriate city officials and other witnesses as to the amount of the assessment.</p> <p>City staff's review and findings for this assessment are summarized in the attached Resolution. City staff is not recommending changes to the proposed assessment.</p>												
Fiscal Impact:	<p>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 \$4,381,637.</p> <table style="margin-left: 40px;"> <tr> <td>Wastewater Fund</td> <td style="text-align: right;">\$ 323,625</td> </tr> <tr> <td>MMU</td> <td style="text-align: right;">698,740</td> </tr> <tr> <td>Surface Water Management Utility</td> <td style="text-align: right;">925,434</td> </tr> <tr> <td>City Participation (Ad Valorem)</td> <td style="text-align: right;">1,909,939</td> </tr> <tr> <td>Assessed to Property Owners</td> <td style="text-align: right;"><u>523,899</u></td> </tr> <tr> <td>Total Project Amount</td> <td style="text-align: right;">\$4,381,637</td> </tr> </table> <p>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 City Finance Department, the 2023A Bonding had a True Interest Cost of 3.27% for the Street Improvements, plus 2%, results in a 5.27% interest rate for Special Assessments.</p>	Wastewater Fund	\$ 323,625	MMU	698,740	Surface Water Management Utility	925,434	City Participation (Ad Valorem)	1,909,939	Assessed to Property Owners	<u>523,899</u>	Total Project Amount	\$4,381,637
Wastewater Fund	\$ 323,625												
MMU	698,740												
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Total Project Amount	\$4,381,637												

	<p>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.</p>
Alternative/ Variations:	<ul style="list-style-type: none"> • Modify assessments to property owner, thereby modifying the attached proposed assessment. • Amend the terms of the assessment.
Recommendations:	<p><u>Recommendation No. 1</u> that the Council close the continued public hearing on assessments for Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project for Parcel Number 27-677104-0.</p> <p><u>Recommendation No. 2</u> that the Council adopt RESOLUTION NUMBER 24-075, which is the “Resolution Adopting Assessment” for Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project for Parcel Number 27-677104-0.</p>

RESOLUTION NUMBER 24-075

RESOLUTION ADOPTING ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the council previously met and heard proposed objections on the proposed assessment on July 9, 2024, for the following project (the "Project"):

PROJECT ST-009: W LYON ST. / N 3RD ST. RECONSTRUCTION PROJECT – This project consisted of: reconstruction and utility replacement on West Lyon Street from East College Drive to North 5th Street, and North 3rd Street from West Main Street to West Redwood Street. All utilities were replaced, including watermain, sanitary sewer, and storm sewer on West Lyon and North 3rd Streets. Other items of work included in this project are pavement removal, aggregate base, concrete surfacing, sidewalks, curb and gutter, streetscaping, and other minor work.

WHEREAS, Council on July 9, 2024, received one objection to the proposed assessment at the July 9, 2024, meeting on the Project from Dereck Deutz regarding property identified as Parcel Number 27-677104-0 ("Deutz Property" or the "Property") and

WHEREAS, Council passed Resolution 24-065 and accepted the assessment roll as attached to Resolution 24-065, and incorporated into Resolution 24-065 by reference, a copy of the roll, which is attached hereto as well, minus the proposed assessment for the Deutz Property and continued the Assessment hearing to August 12, 2024, at 5:30 p.m., and

WHEREAS, Council reflected the date and time certain for the continuation of the hearing in the minutes, for the limited purposes of considering the objection of the Deutz Property Assessment by Mr. Deutz; and

WHEREAS, pursuant to Minn. Stat. § 429.061, the Council may consider any objection to the amount of a proposed assessment as to a specific parcel of land at an adjourned hearing where it may hear further written or oral testimony on behalf of the objecting property owner and may consider further written or oral testimony from appropriate city officials and other witnesses as to the amount of the assessment; and

WHEREAS, upon the determination by Council of the amount of Deutz Property assessment, that amount shall become part of the adopted assessment roll.

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

1. City staff spent over a year working with the property owners to be affected by this project to get feedback from the property owners and to educate the public about the project, including facilitating discussion at Downtown Business Association meetings on a regular basis.
2. The feedback of the property owners included a desire for streetscaping, one-way street and other portions of the improvement in addition to the street, water, drainage, and sanitary sewer work.
3. Mr. Deutz, the current property owner of Parcel Number 27-677104-0 participated in these meetings as a tenant and knew about the project.
4. Mr. Deutz purchased the Property in April 2023, before the assessment, and providing him with the opportunity to address it with the seller of the property.
5. The Minnesota Supreme Court has stated that "the assessment roll represents prima facie evidence that the assessment does not exceed the special benefit and any contesting party has the burden of

introducing competent evidence to overcome this presumption.”

6. A number of initiatives and studies discuss the increase in value to property owners, and the benefit to public, when a city incorporates into public improvement projects design and construction of public streets and sidewalks improving the quality of life and environment, as well as protecting health and safety from having adequate sanitary sewer infrastructure and safe and operable streets and sidewalks. In fact, in 2022, the USDOT created a safe- streets-for-all initiative listing priorities similar to improvements made in the Project.
7. City staff has found cost to city for street improvement to equal \$210.71 per lineal foot. The Deutz property has 108 feet of street frontage which resulted in a cost of \$45,514.38. Because of the City’s current special assessment policy formula which limits street assessment amounts, the assessment for the Deutz property was only \$13,675.32. The Council finds that Mr. Deutz has not submitted evidence proving that the benefit to the Property from this infrastructure did not exceed the already discounted city assessment.
8. City staff found, from its meeting with business owners and public, that the community wanted a plaza area and electrical infrastructure to host events on that block. The newly constructed 28-foot-wide sidewalk and plaza is located along the Property’s frontage and the plaza and streetscaping draw attention to the Deutz business, as well as provides outdoor public seating adjacent to the business on the Property. All businesses on the Third Street block paid the same per foot rate for the assessment as Mr. Deutz. City staff found that the streetscaping cost the city \$986.67 per lineal foot and the City assessed only 20 percent of actual streetscaping costs, with the city picking up the other 80 percent of the costs. The Council finds that Mr. Deutz has not met his burden to prove that the benefit to the Property from this infrastructure did not exceed the already discounted city assessment.
9. The portion of the assessment for roof drainage solely benefits the Deutz property as the piping and connection allows roof drainage directly into the public drainage system. The Council finds that Mr. Deutz has not met his burden to prove that the benefit to the Property from this infrastructure did not exceed the assessment.
10. The portion of the assessment for sanitary service pipes solely benefits the Deutz Property as it provides necessary connection to the sewer main to serve as sewer service for the building. The Council finds that Mr. Deutz has not met his burden to prove that the benefit to the Property from this infrastructure did not exceed the assessment.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, in the amount of \$39,716.78 for the specific parcel identified as 27-677104-0, is hereby accepted and shall become a part of the adopted assessment accepted in Resolution 2024-065 and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such proposed assessment shall be payable in equal annual principal installments extending over a period of eight (8) years and shall bear interest at the rate of five and twenty-seven one-hundredths percent (5.27%) per year
3. After the adoption of the assessment, the clerk shall transmit a certified duplicate of the assessment roll with each installment, including interest, set forth separately to the county auditor of the county to be extended on the proper tax lists of the county; but in lieu of such certification, the council may in its discretion direct the clerk to file all assessment rolls in the clerk's office and to certify annually to the county auditor, on or before November 30 in each year, the total amount of installments of and interest on

assessments on each parcel of land in the municipality which are to become due in the following year. If any installment and interest has not been so certified prior to the year when it is due, the clerk shall forthwith certify the same to the county auditor for collection in the then succeeding year; and if the municipality has issued improvement warrants to finance the improvement, it shall pay out of its general funds into the fund of the improvement interest on the then unpaid balance of the assessment for the year or years during which the collection of such installment is postponed. All assessments and interest thereon shall be collected and paid over in the same manner as other municipal taxes.

4. 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.

5. The right to partially prepay the assessment to the City Clerk according to Ordinance No. 364, Second Series, is available.

6. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on property tax lists of the County. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

Passed and adopted by the council this 12th day of August 2024

Mayor

City Clerk

This Instrument Drafted by: Pamela Whitmore, City Attorney

RESOLUTION NUMBER 24-065

RESOLUTION ADOPTING ASSESSMENT

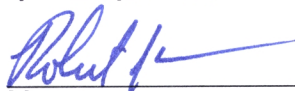
WHEREAS, pursuant to proper notice duly given as required by law, the City Council has met and heard and passed upon all objections to the proposed assessment for the following project:

PROJECT ST-009: W LYON ST. / N 3RD ST. RECONSTRUCTION PROJECT – This project consisted of: reconstruction and utility replacement on West Lyon Street from East College Drive to North 5th Street, and North 3rd Street from West Main Street to West Redwood Street. All utilities were replaced, including watermain, sanitary sewer, and storm sewer on West Lyon and North 3rd Streets. Other items of work included in this project are pavement removal, aggregate base, concrete surfacing, sidewalks, curb and gutter, streetscaping, and other minor work.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such proposed assessment shall be payable in equal annual principal installments extending over a period of eight (8) years and shall bear interest at the rate of five and twenty-seven one-hundredths percent (5.27%) per year.
3. After the adoption of the assessment, the clerk shall transmit a certified duplicate of the assessment roll with each installment, including interest, set forth separately to the county auditor of the county to be extended on the proper tax lists of the county; but in lieu of such certification, the council may in its discretion direct the clerk to file all assessment rolls in the clerk's office and to certify annually to the county auditor, on or before November 30 in each year, the total amount of installments of and interest on assessments on each parcel of land in the municipality which are to become due in the following year. If any installment and interest has not been so certified prior to the year when it is due, the clerk shall forthwith certify the same to the county auditor for collection in the then succeeding year; and if the municipality has issued improvement warrants to finance the improvement, it shall pay out of its general funds into the fund of the improvement interest on the then unpaid balance of the assessment for the year or years during which the collection of such installment is postponed. All assessments and interest thereon shall be collected and paid over in the same manner as other municipal taxes.
4. 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.
5. The right to partially prepay the assessment to the City Clerk according to Ordinance No. 364, Second Series, is available.
6. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on property tax lists of the County. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

Passed and adopted by the Council this 9th day of July, 2024.



Mayor

ATTEST:



City Clerk

Project ST-009: 3rd & Lyon
Resolution 24- - Adopted 07/09/2024

Table with columns: Record, Map No., Parcel Number, Owner, Number, Street Name, Front Footage, Lot Square Footage, STREET L.F., Rate/L.F., 210,7147 Total, Streetscaping 1 / L.F., 197,3337 Total, Streetscaping 2 / L.F., 8,2618 Total, Remove Driveway/S.Y., 3,4800 Total, Install Driveway/S.Y., 64,8076 Total, 6" Inial Sidewalk/S.F., 0.00 Total, Storm Sewer/S.F.

3,213.00 \$ 3,320,733.63 528.00 \$ 520,960.86 2,685.00 \$ 110,914.30 167.30 \$ 1,813.06 158.83 \$ 34,855.92 0.00 \$ 29,603.20 356.00

Objection received for 256 W. Main St. (27-677104-0) during public hearing.

Motion was made by Schafer, Second by Meister to continue hearing of August 12. All voted in favor. 7-0.

Motion was made by Schafer, Second by Alcorn to accept the assessment rolls excluding 256 W. Main St. (27-677104-0). All voted in favor. 7-0.

Item 2.

Page 16

Project ST-009: 3rd & Lyon
Resolution 24 - Adopted 07/09/2024

Sanitary/S' PIPE Unst-Pipe	Rate/Pipe	63.8000 Total	Rate/Property	0.0000 Total

B	C
Maximum STREET Assessable Amount 2.a.(1)(b)	Maximum STREET Assessable Amount 2.a.(2)(a)

TOTAL

ASSESSMENT
w/ MAXIMUMS
Assessment Maximum Benefit to Property

Record	Map No.	Parcel Number	Owner	Number	Street Name	Rate/Property	Total	Recommended STREET Assessment (Least of A, B, or C)	Recommended TOTAL Assessment	Credits (if any)	Recommended TOTAL Assessment	ASSESSMENT w/ MAXIMUMS	Assessment Maximum Benefit to Property				
1	12.006	27-677072-0	ACTS 20-35 LLC	411	LYON ST W	35.00	63.80	2,233.00	-	-	-	8,357.14	8,357.14	(5,546.63)	6,355.41	6,355.41	0.00
2	12.008	27-677070-2	CITY OF MARSHALL (ROSE PARKING LOT)		LYON ST W	63.80	-	-	-	-	-	8,357.14	8,357.14	-	10,435.49	10,435.49	0.00
3	12.009	27-677070-1	CITY OF MARSHALL (ROSE PARKING LOT)		LYON ST W	63.80	-	-	-	-	-	7,724.03	7,724.03	-	9,718.47	9,718.47	0.00
4	12.010	27-677070-0	NORWEST BANK MN SW NA - % THOMSON PROPE	403	LYON ST W	42.00	63.80	2,678.60	-	-	-	8,990.26	8,990.26	-	14,661.73	14,661.73	0.00
5	12.011	27-677069-0	NORWEST BANK MN SW NA - % THOMSON PROPE	403	LYON ST W	63.80	-	-	-	-	-	8,357.14	8,357.14	-	8,902.42	8,902.42	0.00
6	12.012	27-677068-0	NORWEST BANK MN SW NA - % THOMSON PROPE	403	LYON ST W	63.80	-	-	-	-	-	8,357.14	8,357.14	-	8,902.42	8,902.42	0.00
7	12.013	27-677065-2	CITY OF MARSHALL (BALDWIN PARKING LOT)		LYON ST W	63.80	-	-	-	-	-	11,142.86	11,142.86	-	13,945.19	13,945.19	0.00
8	12.014	27-677065-1	CENTURYLINK PROPERTY TAX DEPT - ATTN: PROJ	305	LYON ST W	40.00	63.80	2,552.00	-	-	12,134.57	16,714.29	12,134.57	17,284.48	17,284.48	0.00	
9	12.015	27-677064-1	LYON COUNTY (MUSEUM)	301	LYON ST W	34.00	63.80	2,169.20	-	-	-	25,071.43	25,071.43	-	43,194.44	43,194.44	0.00
10	12.016	27-677101-0	SHILOH COMMERCIAL PROP LLC	126	N 3RD ST	40.00	63.80	2,552.00	-	-	-	13,928.57	13,928.57	-	27,289.71	27,289.71	0.00
11	12.017	27-677100-0	CARMEL PROPERTIES LLC (Parking/near 27-677-1C)	120	N 3RD ST (W Lyon Frontage)	35.00	63.80	2,233.00	-	-	-	8,357.14	8,357.14	-	12,568.49	12,568.49	0.00
12	12.018	27-677068-2	CITY OF MARSHALL - PARKING LOT (Address Lot-N)		D E COLLEGE DR	63.80	-	-	-	-	-	8,357.14	8,357.14	-	11,024.22	11,024.22	0.00
13	12.019	27-677068-1	CITY OF MARSHALL - PARKING LOT (Address Lot-E)		D E COLLEGE DR	63.80	-	-	-	-	12,748.82	16,714.29	12,748.82	13,919.41	13,919.41	0.00	
14	12.040	27-677104-0	DERECK DEUTZ	256	MAIN ST W	30.00	63.80	1,914.00	-	-	-	13,675.32	13,675.32	-	39,716.78	39,716.78	0.00
15	12.041	27-677103-0	LISA MYHRBERG & BRENDA OLSEN	112	3RD ST N	37.00	63.80	2,360.60	-	-	-	3,038.96	3,038.96	-	11,002.19	11,002.19	0.00
16	12.042	27-677099-0	CARMEL PROPERTIES LLC	114	3RD ST N	38.00	63.80	2,424.40	-	-	-	5,571.43	5,571.43	-	17,545.13	17,545.13	0.00
17	12.043	27-677102-0	MORIAH PROPERTIES LLC	118	3RD ST N		63.80	-	-	-	-	5,571.43	5,571.43	-	15,423.39	15,423.39	0.00
18	12.044	27-677085-0	CARMEL PROPERTIES LLC	127	3RD ST N	43.00	63.80	2,743.40	-	-	-	2,785.72	2,785.72	-	10,737.06	10,737.06	0.00
19	12.045	27-677084-0	SHILOH COMMERCIAL PROP LLC	121	3RD ST N	42.00	63.80	2,678.60	-	-	-	2,785.72	2,785.72	-	10,673.28	10,673.28	0.00
20	12.046	27-677083-0	MORIAH PROPERTIES LLC	117	3RD ST N	42.00	63.80	2,678.60	-	-	-	2,785.72	2,785.72	-	10,673.28	10,673.28	0.00
21	12.047	27-677086-0	CARMEL PROPERTIES LLC	113	3RD ST N	42.00	63.80	2,678.60	-	-	-	2,785.72	2,785.72	-	10,673.28	10,673.28	0.00
22	12.048	27-677087-0	MORIAH PROPERTIES LLC	109	3RD ST N		63.80	-	-	-	-	2,785.72	2,785.72	-	7,127.06	7,127.06	0.00
23	12.049	27-677096-0	MORIAH PROPERTIES LLC	109	3RD ST N	42.00	63.80	2,678.60	-	-	-	2,785.72	2,785.72	-	10,673.28	10,673.28	0.00
24	12.050	27-677095-0	CARMEL PROPERTIES LLC	105	3RD ST N		63.80	-	-	-	-	2,785.72	2,785.72	-	7,127.06	7,127.06	0.00
25	12.051	27-677093-0	MORIAH PROPERTIES LLC	103	3RD ST N		63.80	-	-	-	-	2,785.72	2,785.72	-	7,127.06	7,127.06	0.00
26	12.052	27-677094-0	CARMEL PROPERTIES LLC	300	MAIN ST W	36.00	63.80	2,296.80	-	-	-	2,785.72	2,785.72	-	10,290.48	10,290.48	0.00
27	13.041	27-677171-1	SUBLO KAREN BAPTIST CHURCH	400	LYON ST W	83.00	63.80	5,296.40	-	-	-	12,961.93	16,714.29	12,961.93	22,688.87	22,688.87	0.00
28	13.042	27-677148-1	METHODIST CHURCH	202	4TH ST N	50.00	63.80	3,190.00	-	-	14,257.98	19,500.00	14,257.98	22,280.52	22,280.52	0.00	
29	13.043	27-677149-0	BLOMME PROPERTIES LLC	304	LYON ST W	42.00	63.80	2,678.60	-	-	-	8,230.52	8,230.52	-	12,313.76	12,313.76	0.00
30	13.044	27-677149-1	US POST OFFICE	302	LYON ST W	40.00	63.80	-	-	-	-	-	-	-	0.00	0.00	0.00
31	13.045	27-677141-0	JOHN SCOTT HILLER TRUST LE - MARSHALL AREA	230	LYON ST W	92.00	63.80	5,868.60	-	-	18,536.14	27,857.15	18,536.14	28,746.43	28,746.43	0.00	
32	13.046	27-677142-0	MARSHALL AREA YMCA	204/230	LYON ST W		63.80	-	-	-	-	6,331.17	6,331.17	-	6,744.26	6,744.26	0.00
33	13.047	27-677143-0	JOHN SCOTT HILLER TRUST LE - MARSHALL AREA	204	LYON ST W	37.00	63.80	2,360.60	-	-	-	7,597.40	7,597.40	-	11,929.32	11,929.32	0.00
34	13.048	27-677144-0	CHP INVESTMENT LLC	201	COLLEGE DR E		63.80	-	-	-	12,133.88	16,714.29	12,133.88	13,224.43	13,224.43	0.00	
35	13.071	27-677140-0	BERKELEY LEWIS & VICTORIA CARLSON JT	208	3RD ST N		63.80	-	-	-	-	16,714.29	5,850.00	(3,161.77)	3,778.78	3,778.78	21,964.35
36	13.072	27-677146-1	US POST OFFICE	203	3RD ST N		63.80	-	-	-	-	-	-	-	0.00	0.00	0.00
37	13.073	27-677146-0	WESLEY UNITED METHODIST CHURCH	209	3RD ST N		63.80	-	-	-	8,357.14	8,357.14	8,357.14	545.28	545.28	8,057.17	
38	13.077	27-336002-0	HORVATH PROPERTIES LLC	404	LYON STREET W		63.80	-	-	-	30,336.43	33,555.20	30,336.43	34,654.96	34,654.96	0.00	
							63.80	-	-	-	-	-	-	-	-	0.00	
							63.80	-	-	-	-	-	-	-	-	0.00	
							63.80	-	-	-	-	-	-	-	-	0.00	
MMU		MMU									430,669.49	430,669.49	430,669.49	698,739.69	698,739.69		
WWTF		WWTF					2,552.00		95,062.00		224,274.14	224,274.14	224,274.14	323,624.76	323,624.76		
City		City									2,171,922.96	1,920,104.12	1,968,135.28	2,022,351.01	1,909,939.19		
SWMU		SWMU									380,757.29	380,757.29	380,757.29	925,434.62	925,434.62		

922.00 \$ 58,823.60 0.00 \$ 95,062.00 \$ 3,320,733.63 \$ 3,320,733.63 \$ 3,320,733.63 \$ 4,494,048.90 \$ 4,381,637.07 30,021.52

To the Marshall City Council,

I Derek Deutz, Object the proposed
Assessment of Project ST-009 W Lyon St./N 3rd St.
At 256 W. MAIN ST./Parcel 27-671104-0 Due to the Assessments that
Lie outside of my sidewalk, store front, and sewer lines.

Signed,



7/9/24

COST BREAKDOWN

Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project

CITY OF MARSHALL, MINNESOTA

Per Pay Request #10 dated 12/18/2023 AND Addison Plan Quantities

ITEM	TOTAL	SPECIAL ASSESSMENTS	WASTEWATER FUND	MMU	Mn/DOT	SURFACE WATER MANAGEMENT UTILITY	AD VALOREM
SANITARY SEWER	\$176,250	\$76,900	\$99,351				
WATERMAIN	\$268,070	\$0		\$268,070			
STORM SEWER	\$553,741	\$9,063				\$544,677	
DRIVEWAY	\$36,669	\$12,056		\$0			\$24,613
SIDEWALK	\$29,603	\$0					\$29,603
STREETSCAPING	\$631,875	\$123,640		\$0			\$508,235
STREET	\$2,685,429	\$302,239	\$224,274	\$430,669	\$0	\$380,757	\$1,347,489
TOTALS	\$4,381,637	\$523,899	\$323,625	\$698,740	\$0	\$925,434	\$1,909,939
% PARTICIPATION	100.0%	12.0%	7.4%	15.9%	0.0%	21.1%	43.6%

CONTRACT AMOUNT	3,777,273.34
CONTINGENCIES	0.00 ^{0%}
	<u>3,777,273.34</u>
ENG. & ADMIN.	604,363.73 ^{16%}
	<u>4,381,637.07</u>

Presenter:	Preston Stensrud
Meeting Date:	Monday, August 12, 2024
Category:	AWARD OF BIDS
Type:	INFO/ACTION
Subject:	Authorization to purchase 48’ shelter from Flagship Recreation.
Background Information:	<p>In July of 2023 the Parks Department was awarded an Outdoor Recreation Grant from the MN DNR in the amount of \$210,274 towards the construction of new restroom facility and a new shelter at Independence Park. The total cost of the project is estimated to be \$420,548.00. The grant is a 1:1 match.</p> <p>Staff has reviewed with numerous vendors a 48’ hexagonal shaped steel shelter kit, all of which were more expensive than the proposal by Flagship Recreation. Flagship Recreation also has state contract pricing, so no formal bidding process is needed.</p> <p>Staff is recommending the purchase of a new 48’ ICON Shelter from Flagship Recreation in the amount of \$72,456.07 – see the breakdown below.</p> <p>HXT48TS-P4 Kit - \$72,552.00</p> <p>State Discount – (\$3,627.60)</p> <p>Shipping - \$2,185.00</p> <p>Engineered Drawing - \$1,346.67</p> <p>Prior to the new shelter arriving staff will work with local contractors on bidding the installation of the new shelter and a new restroom to complete the grant. Construction is intended to start late this fall of 2024.</p>
Fiscal Impact:	\$72,456.07 with 50% being reimbursed through the Outdoor Recreation Grant.
Alternative/ Variations:	None recommended
Recommendations:	Authorize the purchase of new shelter from Flagship Recreation in the amount of \$72,456.07 as part of the 2023 Outdoor Recreation through the MN DNR.

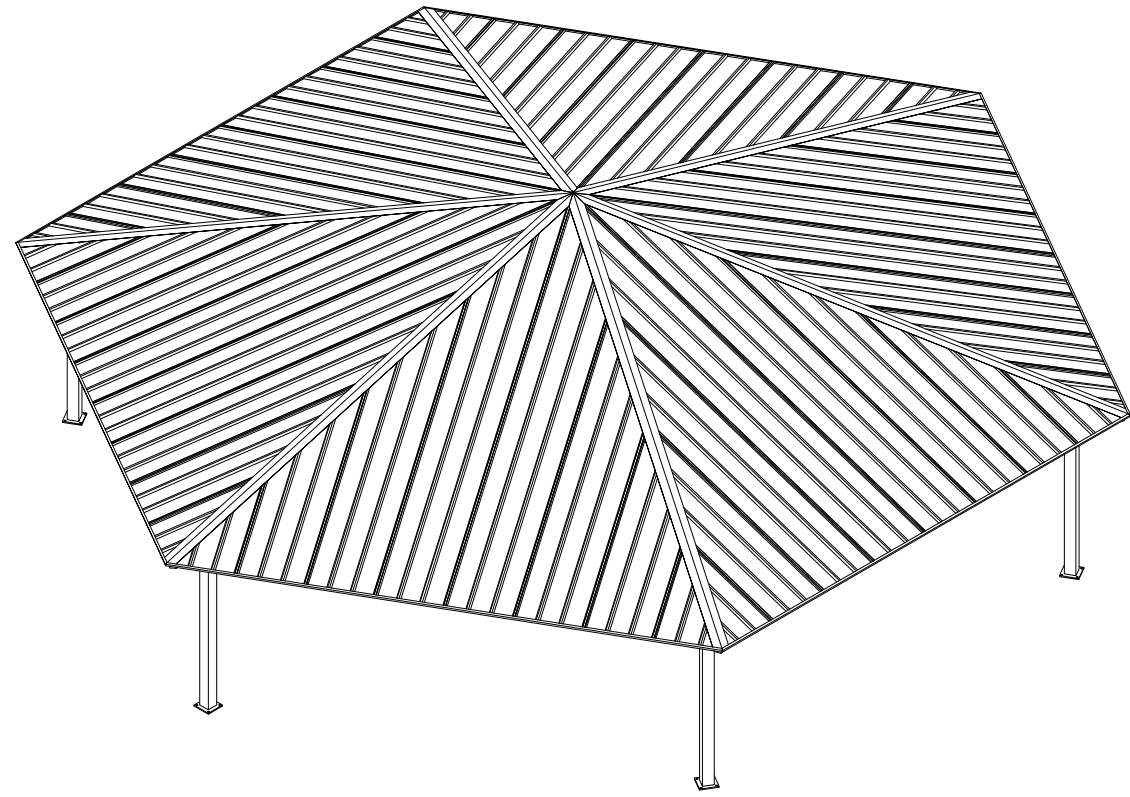




City of Marshall
 344 West Main St
 Marshall, MN 56258
 Preston Stensrud

PRELIMINARY BUDGET - THIS IS AN ESTIMATE & NOT A FORMAL QUOTE

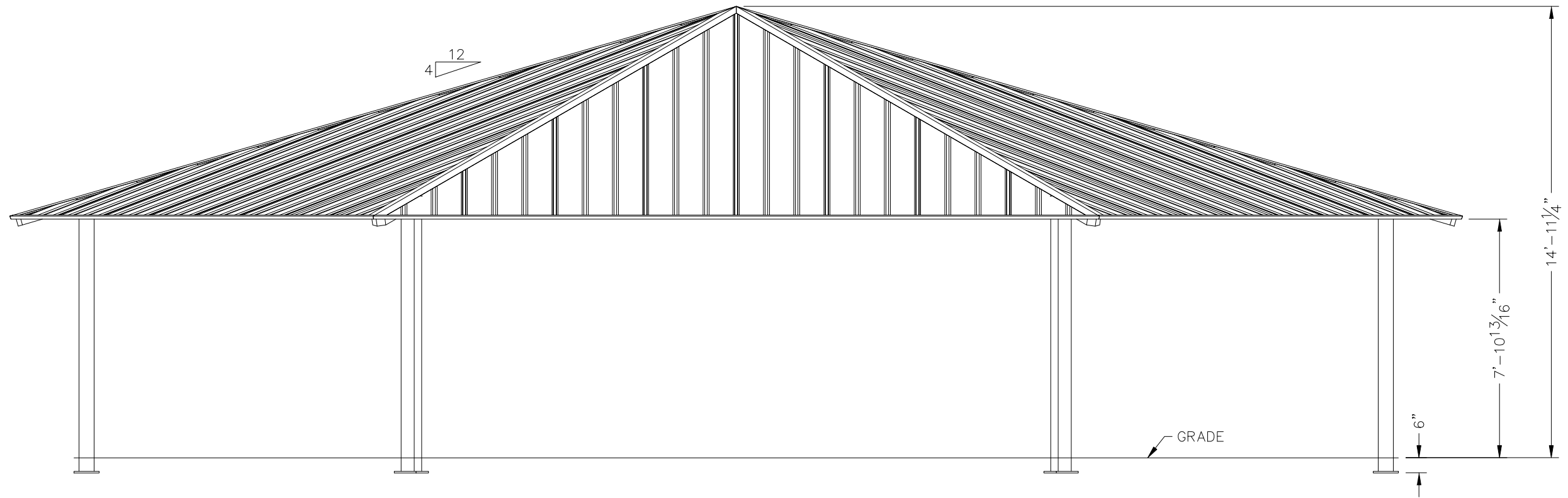
	Preliminary Budget	Possible Additions	Possible Reductions	QTY	Notes
ICON Shelter - HX48TS-P4					
Independence Park Shelter	72,552.00				2023 List Price of Equipment
State Contract Discount	(3,627.60)			5%	State Contract #218091 (5% discount)
Sales Tax - if applicable	0.00				ST3 Certificate of Exemption must be provided by owner.
Delivery of Shelter	2,185.00				Estimated / Final quote will be provided upon final design.
ICON Engineered Drawing	1,346.67				
Building Permit	0.00				
Anchor Bolts	0.00			0	
Hilti Chemical Anchors	5,656.00			24	
Mobilization	750.00				
Dumpster(s) - 30 Yard	750.00				Disposal of packaging material
Per Diem	0.00				Estimated / final quote will be provided. \$50 per day/per worker & lodging
Site work					
Excavation (new container)	3,560.90			2,750	Estimated. Final quote will be provided upon finalizing container details
Demo/Disposal of Shelter & Excavation (existing shelter)	By Owner			0	Estimated. Removal/disposal of existing equipment and excavation of existing surfacing
Hauling of Excavated Material (CY)	1,790.70			77	Trucking costs to remove material from the project location to the disposal site.
Disposal of Excavated Material (CY)	448.67			77	Cost to dispose of material at approved site.
Pier Footings (Drilling, Rebar & Concrete)	14,544.00			6	
Concrete Flatwork					
Concrete Flatwork (Sq. Ft.)	35,965.06			2,750	4" thick concrete
Installation					
Shelter Assembly	20,125.78				Standard labor rate unless otherwise noted
Special Equipment (Lull, Lift, Compactor, etc.) GET QUOTE	1,553.85				Lift & Lull rental - includes delivery and pickup by the rental company
Site Restoration (Sq.Ft.)	BY OWNER			0	Top soil, seed and blanket
	Budget Total	Total Additions	Total Reductions		Total w/ Additions & Reductions
	157,601.03	0.00	0.00		157,601.03



PRELIMINARY: NOT FOR
CONSTRUCTION

ICON
Shelter Systems Inc
DISTINCTIVE STEEL SHELTERS
WWW.ICONSHelters.COM
COPYRIGHT 2004, ICON SHELTER
SYSTEMS, INC.
1455 LINCOLN AVE.
HOLLAND MI. 49423
616.396.0919
800.748.0985
616.396.0944 FX

Elevation



Item 3.

DRAWN BY:	RGB
DATE:	2/22/2023
PRELIMINARY ID:	78435
REVISION:	A
BUILDING TYPE:	HX48M-P4
PROJECT NAME:	

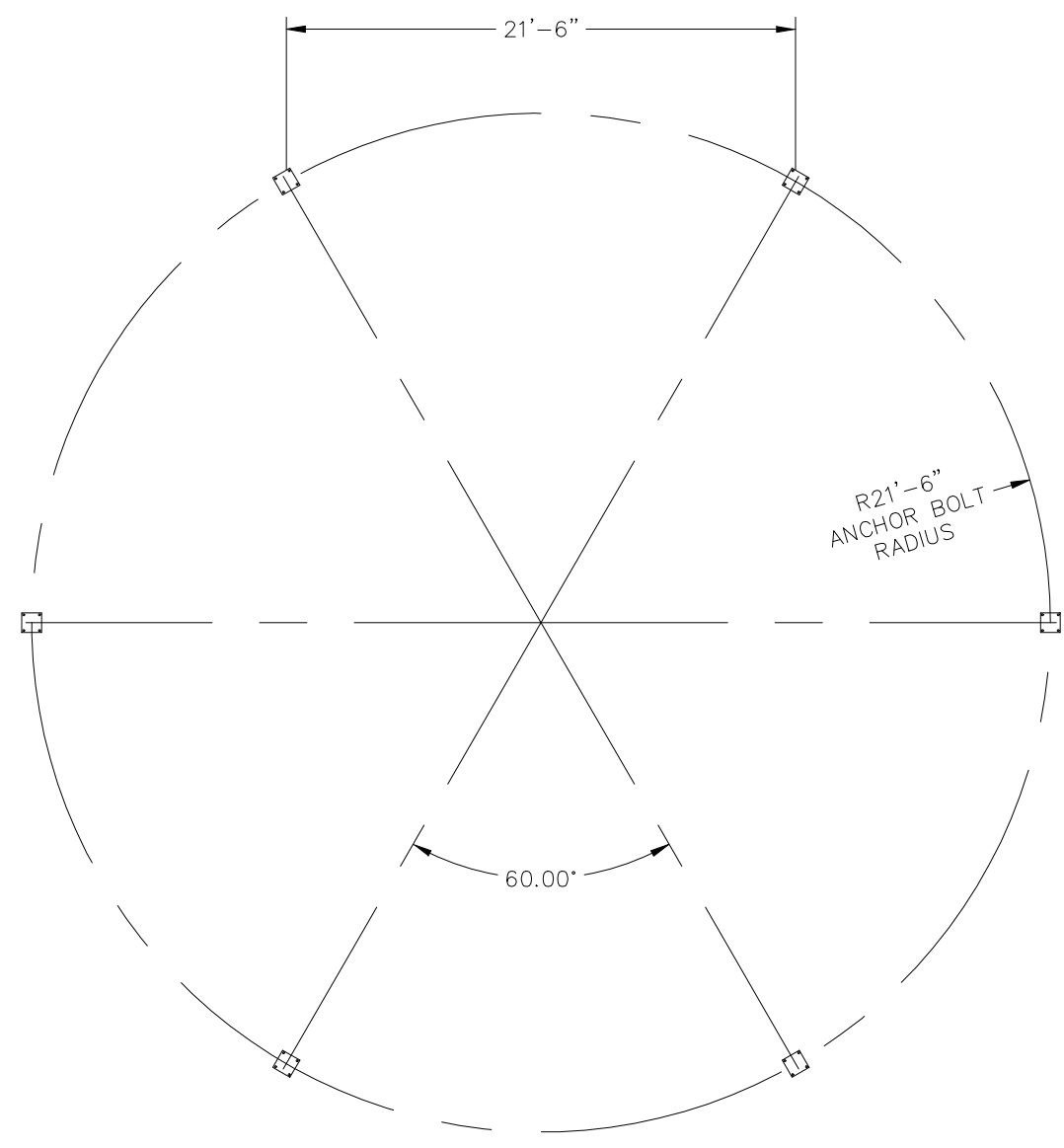
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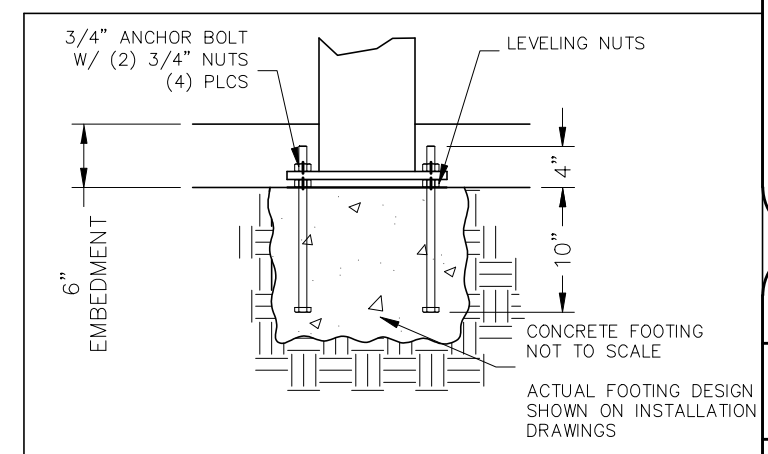
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PRELIMINARY: NOT FOR CONSTRUCTION

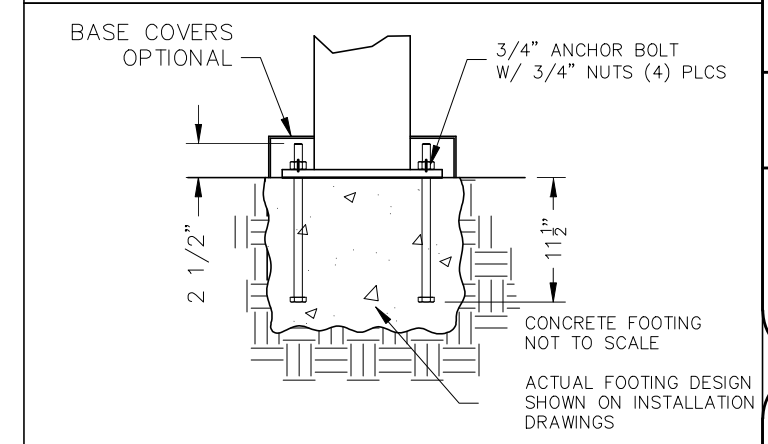
ICON
 Shelter Systems Inc
 DISTINCTIVE STEEL SHELTERS
 WWW.ICONSHelters.COM
 COPYRIGHT 2004, ICON SHELTER SYSTEMS, INC.
 1455 LINCOLN AVE.
 HOLLAND MI. 49423
 616.396.0919
 800.748.0985
 616.396.0944 FX



Anchor Bolt Layout



PRELIMINARY DRAWINGS SHOWN AS 6" BURIED
 STANDARD BASE CONNECTION
 COLUMN TYPE: A (6" BURIED)



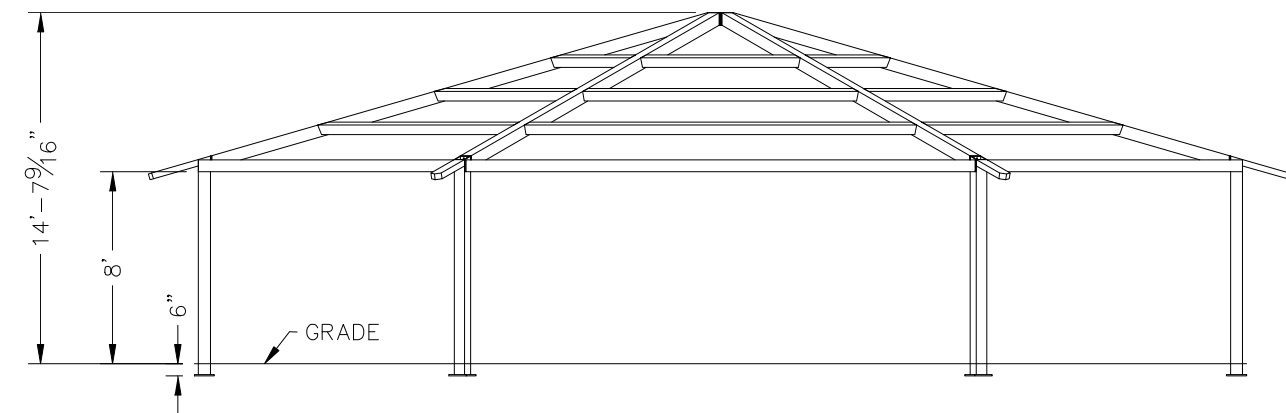
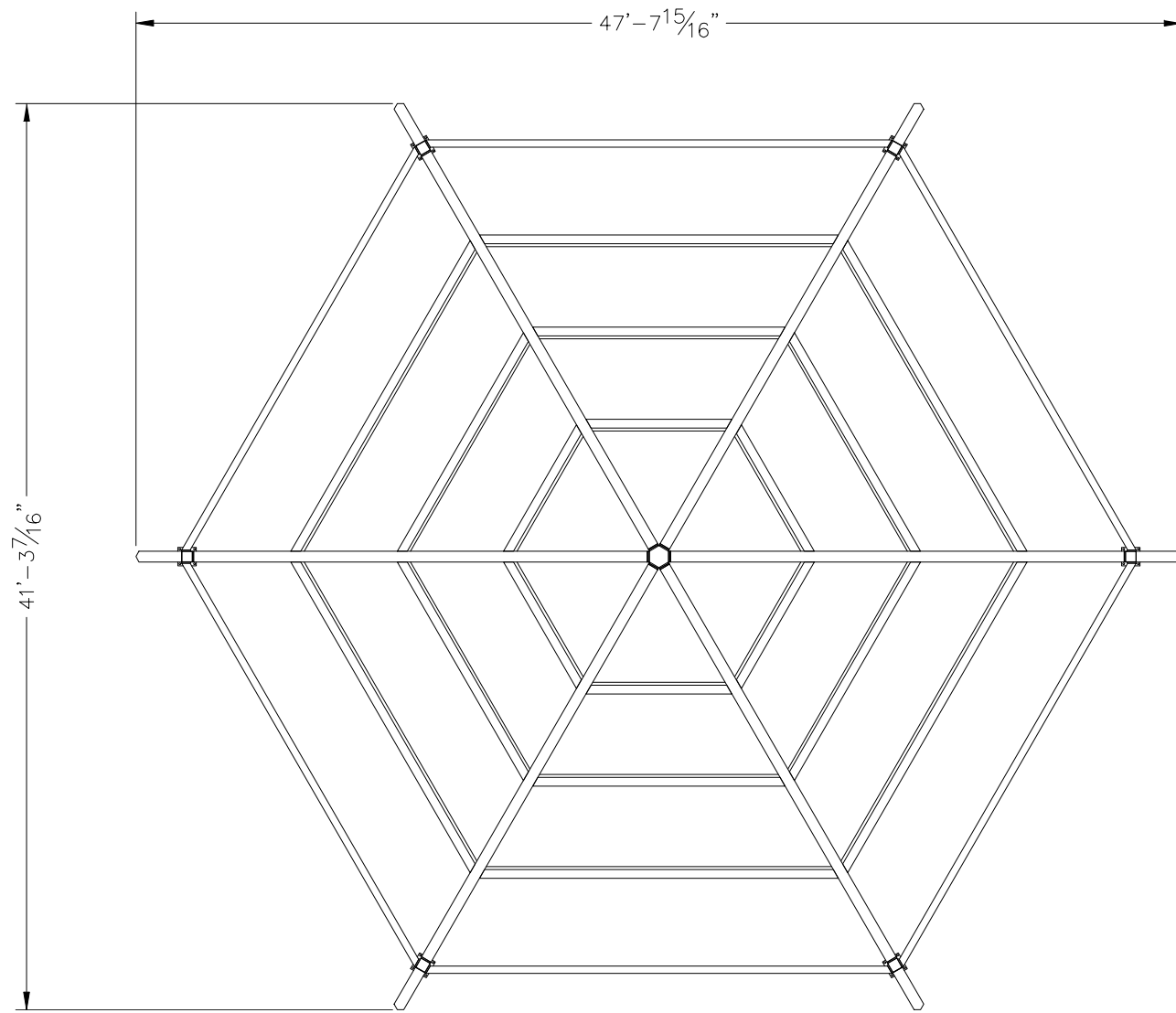
OPTIONAL BASE CONNECTION
 COLUMN TYPE: B (SURFACE MOUNT W/ COVERS)

DRAWN BY:	RGB
DATE:	2/22/2023
PRELIMINARY ID:	78435
REVISION:	A
BUILDING TYPE:	HX48M-P4
PROJECT NAME:	

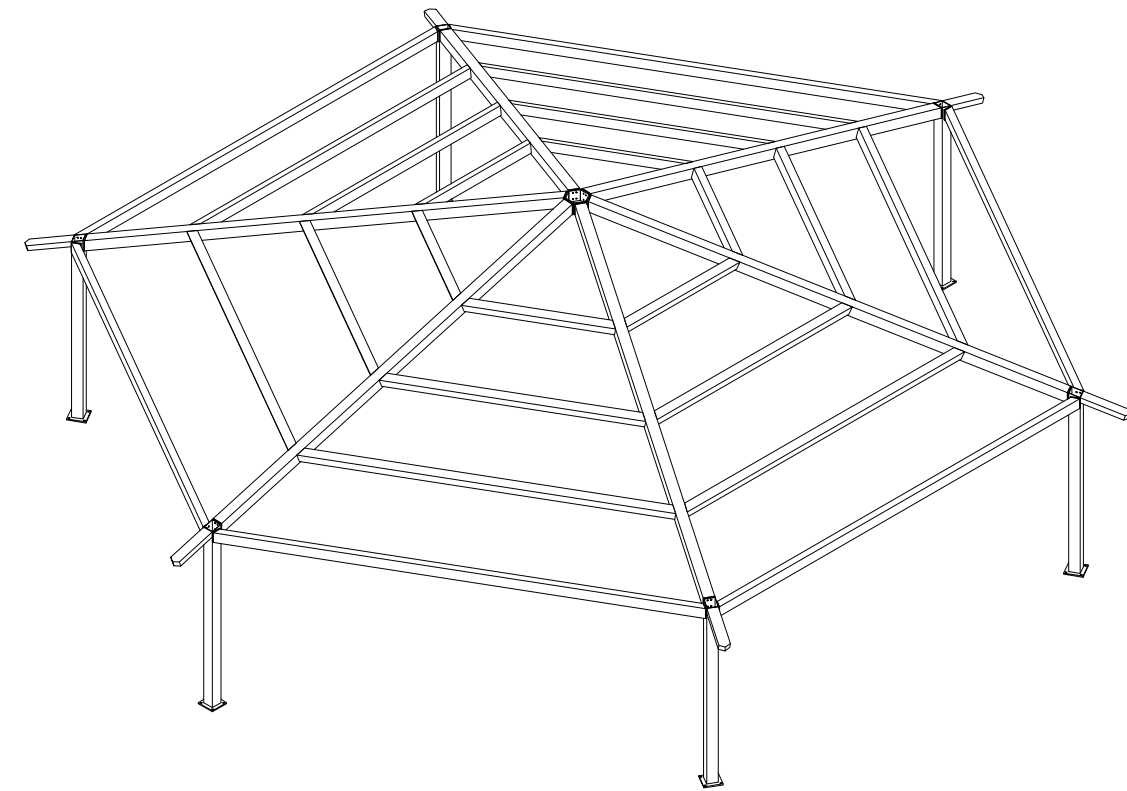
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 Page 24

Item 3.

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PRELIMINARY: NOT FOR CONSTRUCTION



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 1455 LINCOLN AVE.
 HOLLAND MI. 49423
 616.396.0919
 800.748.0985
 616.396.0944 FX

Frame

DRAWN BY:	RGB
DATE:	2/22/2023
PRELIMINARY ID:	78435
REVISION:	A
BUILDING TYPE:	HX48M-P4
PROJECT NAME:	

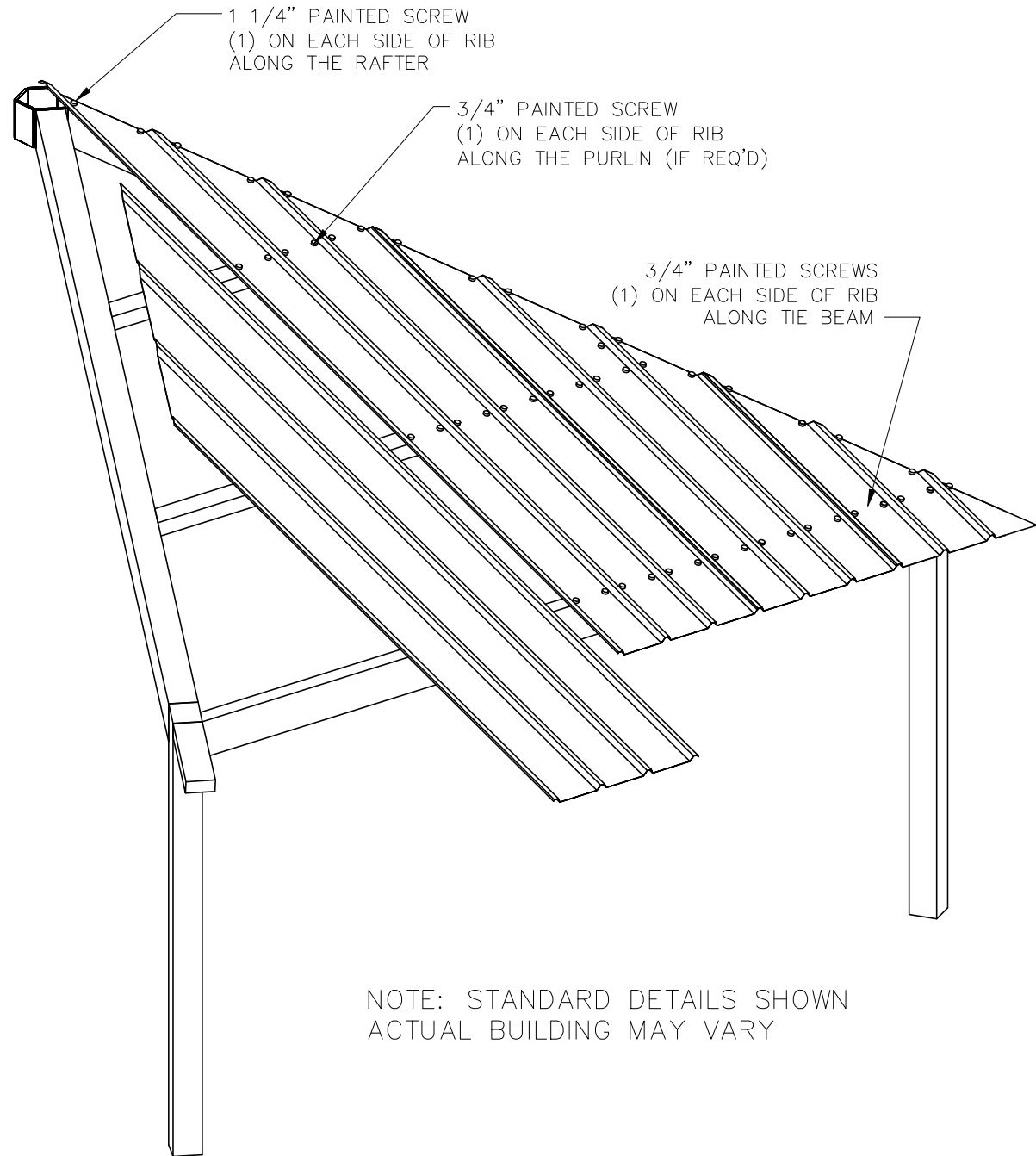
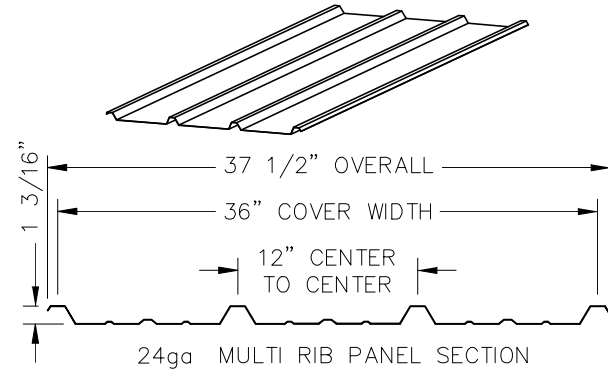
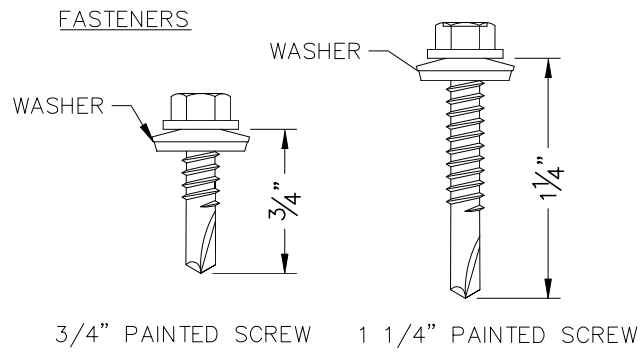
ALL STRUCTURAL COMPONENTS WILL BE:
 TUBE: ASTM A500 GRADE B
 PLATE: ASTM A36
 BOLTS: ASTM A325
 NUTS: ASTM A563
 WELDING: GMAW

NOTE:
 COLUMN SIZE: HSS 6x6x3/16

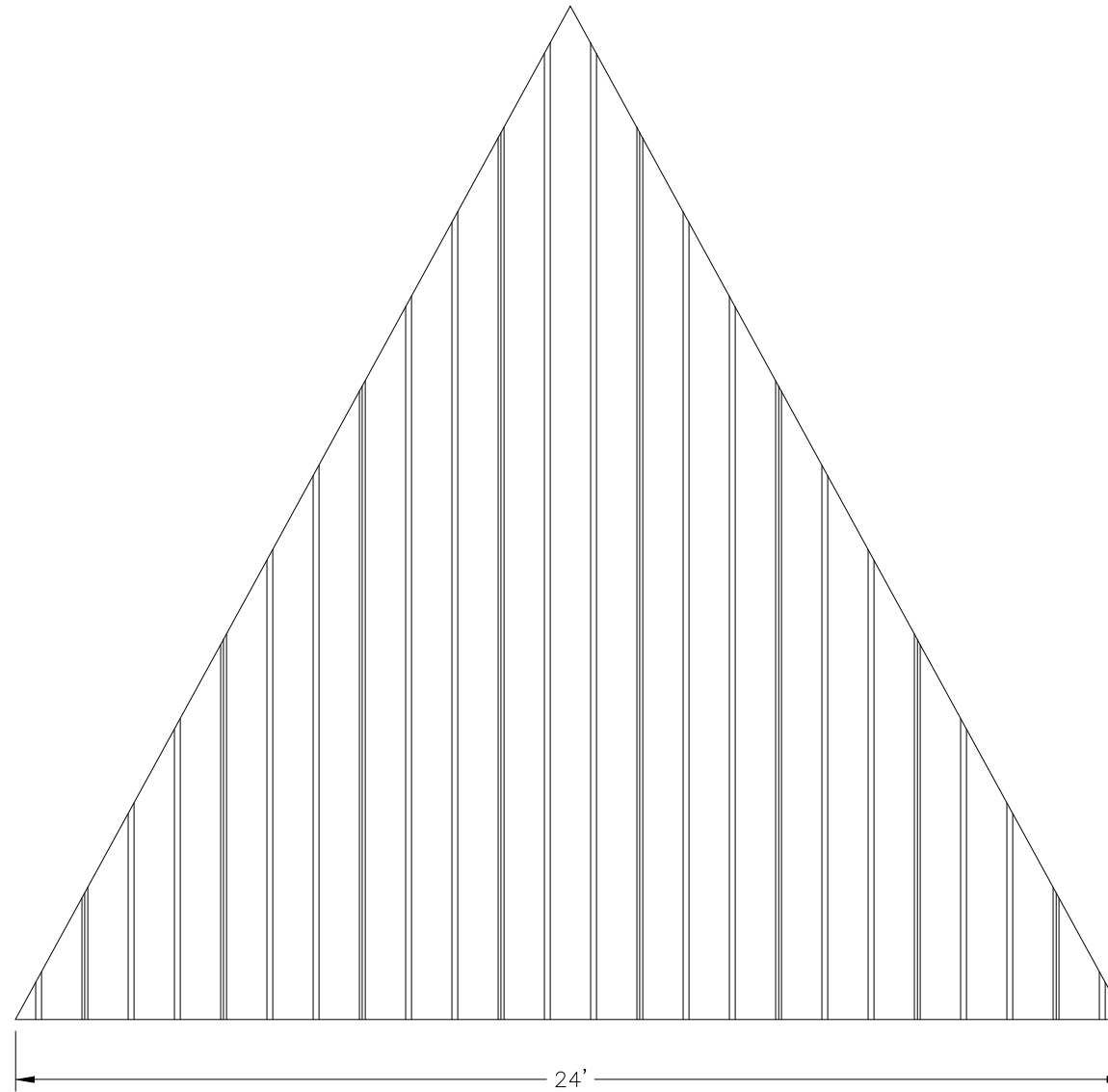
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 Page 25

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NOTE: STANDARD DETAILS SHOWN
ACTUAL BUILDING MAY VARY



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Roof Layout

DRAWN BY:	RGB
DATE:	2/22/2023
PRELIMINARY ID:	78435
REVISION:	A
BUILDING TYPE:	HX48M-P4
PROJECT NAME:	

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ELECTRICAL INFORMATION - HEXAGON

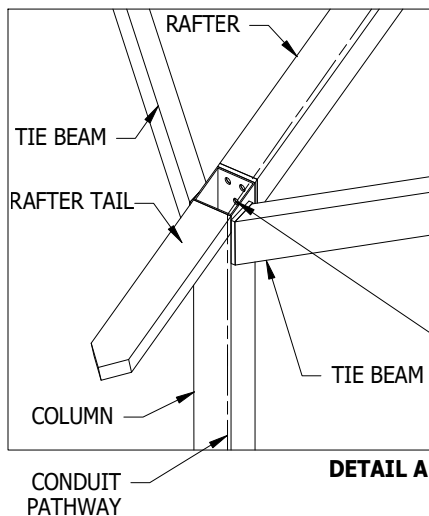
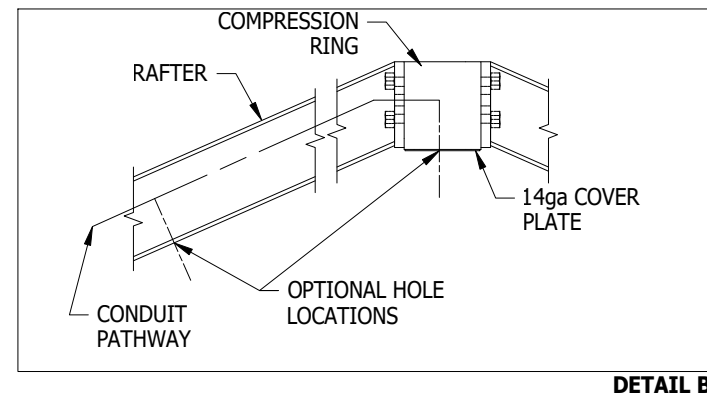
ICON'S STANDARD ELECTRICAL IS DESIGNED TO ACCOMMODATE $\varnothing 1/2"$ CONDUIT WITH A $\varnothing 3"$ INLET HOLE ON THE BOTTOM OF EACH COLUMN. THE CONDUIT PATHWAY RUNS THROUGH THE COLUMN, RAFTER, AND RIDGE BEAM THROUGH ALL BOLTED CONNECTIONS AS SHOWN. IF YOU HAVE SPECIAL ELECTRICAL REQUIREMENTS, PLEASE OUTLINE ANY CHANGES BELOW AS DESCRIBED.

PLEASE NOTE: DESIGN LIMITATIONS ON HOLE/CUTOUT SIZES MAY APPLY. ICON WILL REACH OUT TO DISCUSS ANY SUCH LIMITATIONS AS NEEDED.

NOTE: ICON SHELTER FRAME IS NOT UL LISTED TO ACT AS A CONDUIT FOR ELECTRICAL WIRING. CONSULT LOCAL BUILDING CODES WHEN PLANNING YOUR ELECTRICAL SYSTEM.

OPTIONAL EXIT HOLES

IF REQUIRED, EXIT HOLES FOR LIGHTING, ETC. CAN BE PLACED IN THE RAFTER AND/OR COMPRESSION RING WITH 14ga COVER PLATE AS SHOWN (CHARGES APPLY) USE FRAME SHEET OF THIS PRELIMINARY TO SPECIFY REQUIRED EXIT HOLE LOCATIONS AND SIZE.



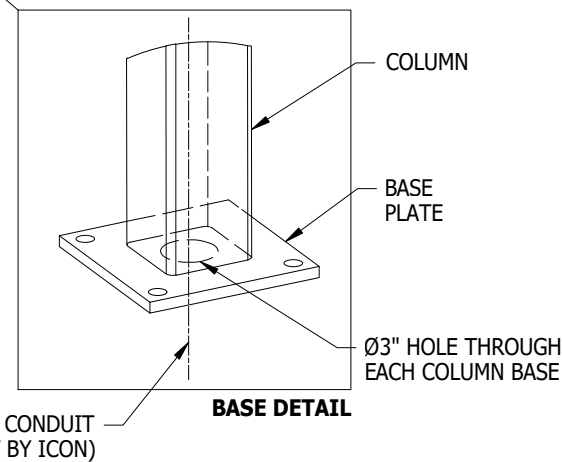
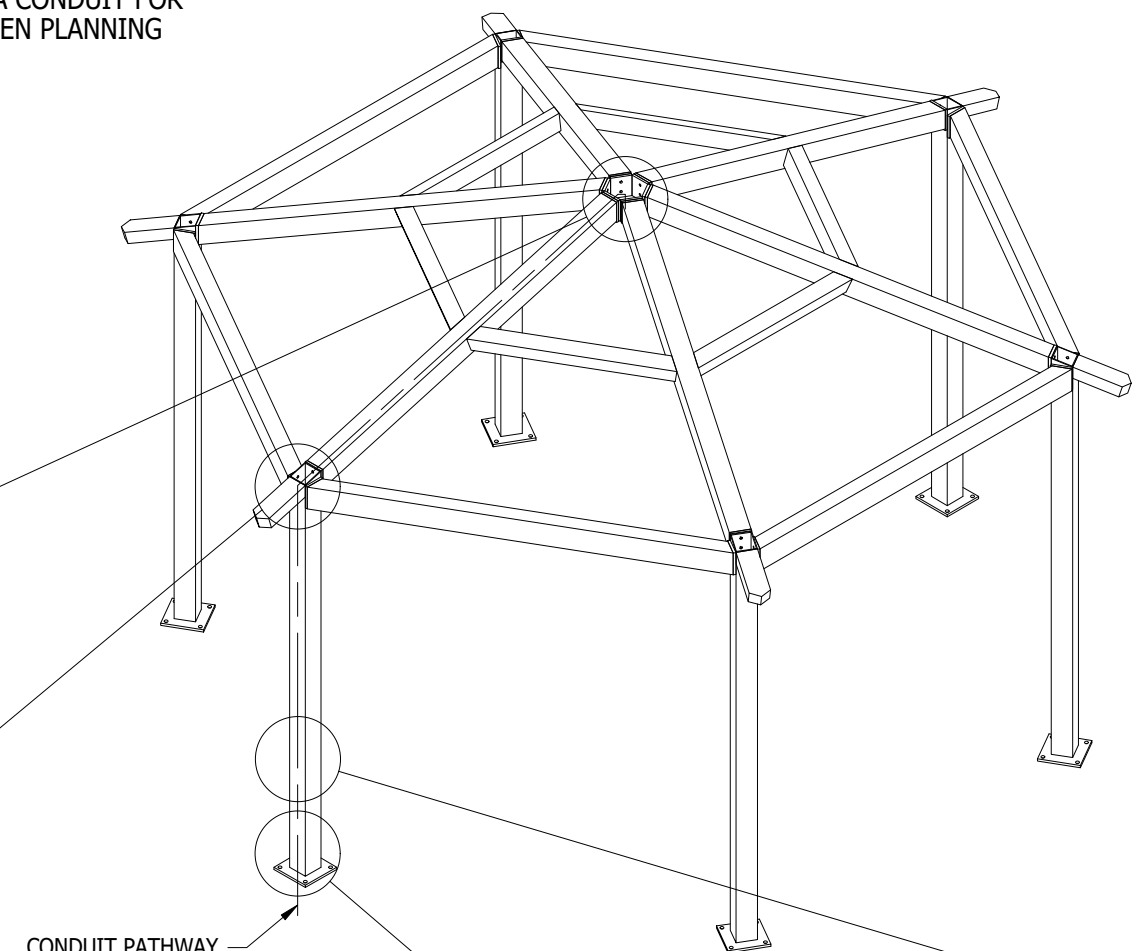
ICON PROVIDES A MINIMUM OF (1) $3/4"$ HOLE AT EACH CONNECTION FOR $1/2"$ CONDUIT. IF APPLICABLE, PLEASE SPECIFY REQUIRED CONDUIT SIZE: (CHARGES APPLY)

- $3/4"$ CONDUIT (1" HOLES)
- 1" CONDUIT (1 $1/4"$ HOLES)
- OTHER (PLEASE SPECIFY)

NOTE: BUILDING DEPICTED ON THIS SHEET FOR ILLUSTRATION PURPOSES ONLY. ACTUAL LAYOUT AND FRAME MEMBER QUANTITIES VARY BY DESIGN. PLEASE REFER TO ELEVATION AND FRAME SHEETS IS PRELIMINARY FOR ORDER-SPECIFIC CONFIGURATION.

Item 3.

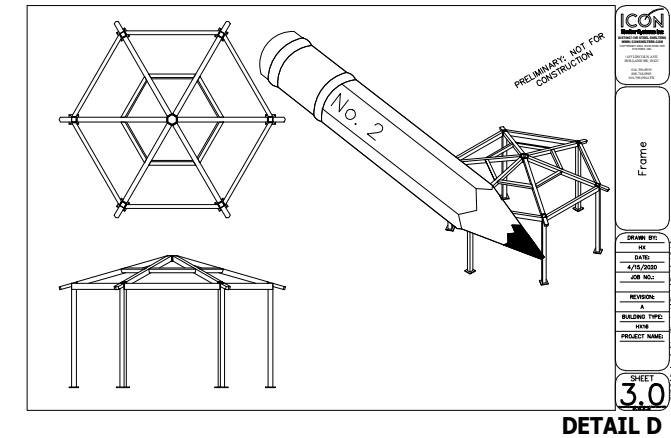
PRELIMINARY: NOT FOR CONSTRUCTION



STEPS:

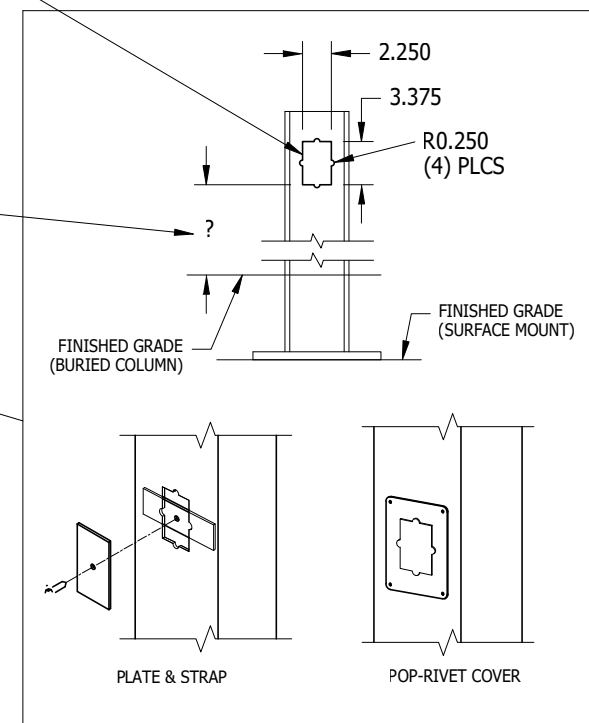
1. CONDUIT HOLE SIZE (DETAIL A)
2. ELECTRICAL EXIT HOLES (DETAIL B)
3. ELECTRICAL ACCESS & COVER PLATES (DETAIL C)
4. ELECTRICAL CONDUIT PATHWAY (DETAIL D)

IF REQUIRED, PLEASE DRAW THE NECESSARY ELECTRICAL CONDUIT PATHWAY ON THE FRAME SHEET OF THIS PRELIMINARY.



- (1) STANDARD CUTOUT SIZE SHOWN. SPECIFY IF OTHER SIZE REQUIRED.
- (2) CUTOUTS WILL BE ON INSIDE FACE OF COLUMN UNLESS OTHERWISE INDICATED ON FRAME SHEET.
- (3) SPECIFY HEIGHT ABOVE FINISHED GRADE FOR EACH CUTOUT AS SHOWN

OPTIONAL CUTOUTS
USE FRAME SHEET OF THIS PRELIMINARY TO SPECIFY REQUIRED CUTOUT LOCATIONS (CHARGES APPLY) SEE REQUIRED INFO BELOW



- (4) COVER PLATES PROVIDED UPON REQUEST (CHARGES APPLY) PLEASE SPECIFY TYPE AND QUANTITY REQUIRED:
- PLATE & STRAP
 - POP-RIVET COVER PLATE
- HOW MANY REQUIRED? _____

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Electrical

DRAWN BY:	RGB
DATE:	2/22/2023
PRELIMINARY ID:	78435
REVISION:	A
BUILDING TYPE:	HX48M-P4
PROJECT NAME:	

SHEET
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Page 27

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**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Steven Anderson
Meeting Date:	Monday, August 12, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of a LG220 Lawful Gambling Permit for Ducks Unlimited
Background Information:	The Southwest Minnesota Chapter of Ducks Unlimited will be hosting their annual Fall Banquet at the Marshall Golf Club and will be having a raffle fundraiser. Gambling permits are issued by the State of MN but require local approval before submittal.
Fiscal Impact:	
Alternative/ Variations:	None recommended.
Recommendations:	To approve the LG220 Application for Exempt Permit for Ducks Unlimited SW MN Chapter 7 on October 11, 2024, at 800 Country Club Drive.

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Ducks Unlimited SW MN Chapter 7 Previous Gambling Permit Number: X-X-42006-23-023

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 214 W College Dr

City: Marshall State: MN Zip: 56258 County: Lyon

Name of Chief Executive Officer (CEO): Hunter J Kontz

CEO Daytime Phone: 5075324471 CEO Email: hunter.kontz.du@gmail.com
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division Secretary of State website, phone numbers:
60 Empire Drive, Suite 100 www.sos.state.mn.us
St. Paul, MN 55103 651-296-2803, or toll free 1-877-551-6767
- IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Marshall Golf Club/Fairway Restaurant

Physical Address (do not use P.O. box): 800 Country Club Dr

Check one:
 City: Marshall Zip: 56258 County: Lyon
 Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 10-11-24

Check each type of gambling activity that your organization will conduct:

Bingo Paddlewheels Pull-Tabs Tipboards Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

**COUNTY APPROVAL
for a gambling premises
located in a township**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

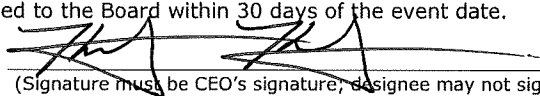
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature:  Date: 7-10-24

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

Print Name: Hunter J Kontz

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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

An equal opportunity employer

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Steven Anderson
Meeting Date:	Monday, August 12, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval for a Temporary On-Sale Liquor License for Visit Marshall
Background Information:	<p>Visit Marshall and SMSU will be hosting Prairie Jam at Mattke Field at the Schwan’s Regional Event Center on September 19th – September 22nd.</p> <p>Prairie Jam, Marshall's premier fall outdoor concert, is thrilled to announce country music star Lauren Alaina as the headliner for the 2024 festival taking place on September 19th on the campus of SMSU. Alaina, a Grand Ole Opry member and Big Loud Records artist, is a rising force in the country music scene. She's poised to take Prairie Jam 2024 all out with her electrifying energy and chart-topping hits.</p> <p>Lauren Alaina is a multi-faceted artist who has taken the country music world by storm. With three chart-topping hits, including the RIAA platinum-certified "Road Less Traveled," the 7x platinum "What Ifs" with Kane Brown, and the 2x platinum "ONE BEER" with HARDY + Devin Dawson, Alaina's music resonates with audiences nationwide.</p> <p>Opening Act will be 20-year-old singer/songwriter Blake Schmitz, who is a farmer from southwest Minnesota. On June 1st, 2023 he released his first EP “All Of You & Me” jumpstarting his music career. Blake has crafty rhymes along with catchy choruses that will leave you singing his sweet melodies throughout the day.</p>
Fiscal Impact:	
Alternative/ Variations:	None recommended.
Recommendations:	To approve the temporary on-sale liquor license for Visit Marshall/CVB



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

Name of organization	Date organized	Tax exempt number
Marshall Convention & Visitor Bureau	1/1/1994	41-1780674

Address	City	State	Zip Code
1651 Victory Drive	Marshall	Minnesota	56258

Name of person making application	Business phone	Home phone
Caasi Weiss	507-537-1865	

Date(s) of event	Type of organization	<input type="checkbox"/> Microdistillery	<input type="checkbox"/> Small Brewer
September 19th- September 22nd 2024	<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		

Organization officer's name	City	State	Zip Code
Cassi Weiss	Marshall	Minnesota	56258

Organization officer's name	City	State	Zip Code
Keith Petermeyer	Marshall	Minnesota	56258

Organization officer's name	City	State	Zip Code
Bryce Gorder	Marshall	Minnesota	56258

Organization officer's name	City	State	Zip Code
Steve Klinkhammer	Marshall	Minnesota	56258

Location where permit will be used. If an outdoor area, describe.
 Mattke Field at the Schwan's regional event center on the Campus of Southwest Minnesota State University

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

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

APPROVAL

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

City or County approving the license
Fee Amount
Date Fee Paid

Date Approved
Permit Date
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 E-MAILED. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Monday, August 12, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Resolution Declaring Property as Surplus and Authorizing Sale - Public Works Items
Background Information:	<p>City staff requests the following items to be declared as surplus (pictures attached) and further requests authorization to post on Purple Wave auction site:</p> <ul style="list-style-type: none"> - Trimble Geo7X Hand-Held GPS with Fiberglass Rod attachment (Engineering Department) - Trimble M3 Total Station (Engineering Department) - 1995 John Deere Spraying Unit with 2,125 hours (Airport) – Transferred from Parks Department to Airport when Parks received a new unit back in 2011. The Parks Department got a new unit in 2024, and the Airport will take their 2011 unit transfer, so this 1995 unit is no longer needed. - 2005 International Vactor Chassis with 39,440 miles (Street Department) -- The Street Department got this unit from Wastewater Department after they received a new unit in 2018. This unit is currently unusable due to the main water pump being out and leaking due to nonrepairable corrosion. After talking to the Wastewater Department to see if they would be willing to help the Street Department when needed, they agreed to assist. After checking prices to replace the pump at a cost of \$12,000.00 the department decided not to put that kind of investment in a vehicle of that age and to surplus it. Not only is the pump out but a lot of the vactor tank parts are getting very rusty, and it’s just a matter of time before more cost would be incurred to keep it up and working.
Fiscal Impact:	Revenue will be generated from sale of surplus items.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council adopt Resolution 24-072 to declare the above-referenced items as surplus and authorize the posting of the surplus items for sale on Purple Wave.

RESOLUTION 24-072

**A RESOLUTION DECLARING PROPERTY AS SURPLUS AND
AUTHORIZING THE SALE OF THE SAME**

WHEREAS, the City Council of the City of Marshall, Minnesota has been advised by staff that the following items are no longer needed for current or future municipal operations:

- Trimble Geo7X Hand-Held GPS with fiberglass rod attachment (Engineering Department)
- Trimble M3 Total Station (Engineering Department)
- 1995 John Deere Spraying Unit with 2,125 hours (Airport)
- 2005 International Vactor Chassis with 39,440 miles (Street Department)

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

1. The council declares the property listed above as surplus.
2. The council authorizes the sale of said property through any lawful means, including (ii) by an electronic competitive online auction process, regardless of the value, pursuant to Minn. Stat. 471.345, subd. 17; or (iii) to another government entity pursuant to Minn. Stat. 471.64.
3. To the extent prohibited under Minn. Stat. 15.054, the property will not be sold to a city officer or employee.
4. All sales shall be final and the property is to be sold in “as-is” condition.

Approved by the City Council of the City of Marshall, Minnesota, this 12th day of August, 2024.

Mayor

ATTEST:

City Clerk

Trimble Geo7X Hand-Held GPS with Fiberglass Rod Attachment



Trimble M3 Total Station



1995 John Deere Spraying Unit



2005 International Vactor Chassis



Presenter:	Katie Brusven
Meeting Date:	Monday, August 12, 2024
Category:	NEW BUSINESS
Type:	INFO
Subject:	Consider Resolution Declaring Tables as Surplus for the Adult Community Center
Background Information:	The Adult Community Center had recently replaced a number of assorted tables that were original to the building. Several of the tables were disposed and the remaining tables were estimated to be \$10 – \$20.
Fiscal Impact:	Varies.
Alternative/ Variations:	
Recommendations:	To approve Resolution 24-073 Declaring Tables at the Adult Community Center as surplus.

RESOLUTION NUMBER 24-073

**A RESOLUTION DECLARING PROPERTY AS SURPLUS AND
AUTHORIZING THE SALE OF THE SAME**

WHEREAS, the City Council of the City of Marshall, Minnesota has been advised by staff that the following items are no longer needed for current or future municipal operations:

- Multiple assorted tables, original to the building, that have been replaced

and;

WHEREAS, the fair market value of these items are estimated to be \$10- \$20 each.

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

1. The council declares the property listed above as surplus.
2. The council authorizes the sale of said property through any lawful means, including (ii) by an electronic competitive online auction process, regardless of the value, pursuant to Minn. Stat. 471.345, subd. 17; or (iii) to another government entity pursuant to Minn. Stat. 471.64.
3. To the extent prohibited under Minn. Stat. 15.054, the property will not be sold to a city officer or employee.
4. All sales shall be final and the property is to be sold in “as-is” condition.

Approved by the City Council of the City of Marshall, Minnesota, this 12th day of August 2024.

Mayor

ATTEST:

City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Monday, August 12, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Amended Request for Street Closure for Arts & Living Festival (9/27-9/28/2024)
Background Information:	<p>The City approved the attached request on 06/25/2024 from the Marshall CVB for the closure of Marvin Schwan Memorial Drive from W College Drive to S 1st Street on Saturday, 09/28/2024, from 9 am to 3 pm for the Arts & Living Festival.</p> <p>CVB is requesting to amend the attached approved closure to begin Friday, 09/27/2024 at 3 pm to allow for stage set-up on Friday afternoon.</p> <p>The S 1st Street/Marvin Schwan Memorial Drive intersection will remain open during the event.</p>
Fiscal Impact:	Staff time.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council authorize the amendment of the street closure of Marvin Schwan Memorial Drive from W College Drive to S 1 st Street beginning Friday, 09/27/2024 at 3 pm until 3 pm on Saturday, 09/28/2024, for the Arts & Living Festival.



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

Applicant Name: Visit Marshall / Marshall CVB

Applicant Address: 1651 Victory Drive

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

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

Reason for Request: Arts & Living Festival

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

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

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

Does the request involve Mn/DOT Right-of-Way? Yes [] No [x]

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

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

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

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

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

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

6/5/24 Date

Cassi Weiss 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 25th day of June, 2024.

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:	Monday, August 12, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Project AP-003: Airport Snow Removal Equipment (SRE) Building - FAA Grant Agreement MML-GLG-3-27-0056-021-2024 for Funding of Airport Development
Background Information:	<p>Attached is the FAA grant offer for the Airport Improvement Program (AIP) Project No. 3-27-0056-021-2024. The Grant Agreement MML-GLG-3-27-0056-021-2024 for funding for airport development or noise program implementation for Airport Snow Removal Equipment (SRE) Building for a maximum amount of \$744,249.00.</p> <p>Please see attached "Actions Item Summary" outlining timeline of events relating to this project. Also attached is the grant request letter that was submitted to MnDOT Aeronautics that summarizes the funding sources for the project.</p>
Fiscal Impact:	This Grant Agreement provides for FAA funding for a maximum amount of \$744,249.00. In the future, we expect to receive a MnDOT SAF grant to complete our outside grant funding for the project.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council acknowledge acceptance and authorize execution of MML-GLG-3-27-0056-021-2024 for Funding of Airport Development of the Airport Snow Removal Equipment (SRE) Building in the amount of \$744,249.00.



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes Region
Minnesota

Dakota-Minnesota Airports
District Office
6020 28th Ave S, Ste 102
Minneapolis, MN 55450

August 2, 2024

Mr. Jason Anderson
Public Works Director
344 West Main St.
Marshall, MN 56258

Dear Mr. Anderson:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-27-0056-021-2024 at Southwest Minnesota Regional Marshall/Ryan Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 02, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws

on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Kyle Sebesta, (701) 323-7390, Kyle.E.Sebesta@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



E. Lindsay Terry
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date August 2, 2024

Airport/Planning Area Southwest Minnesota Regional Marshall/Ryan Field Airport

Airport Infrastructure Grant
Number 3-27-0056-021-2024

Unique Entity Identifier E2MLAH2D5XV9

TO: City of Marshall

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

This grant channels through the State of Minnesota.

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 26, 2024, for a grant of Federal funds for a project at or associated with the Southwest Minnesota Regional Marshall/Ryan Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Southwest Minnesota Regional Marshall/Ryan Field Airport (herein called the "Project") consisting of the following:

Construct Snow Removal Equipment Building (Phase 3 - Building Construction)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor’s adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor’s acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$744,249.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$744,249 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 02, 2024**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or

- b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. “Private entity”:

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated September 21, 2020, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals.
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;

- vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
- 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
- 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights

may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

SPECIAL CONDITIONS

30. **Building AIP Proration.** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the allowable cost of the Snow Removal Equipment Building included in the project must not exceed 33.78 percent of the actual cost of the entire building.
31. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

E. Lindsay Terry

(Typed Name)

Manager, FAA-DMA-ADO

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Marshall

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____
(Signature of Sponsor’s Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (City of Marshall), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of July 26, 2024.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Marshall

Airport: Southwest Minnesota Regional Airport Ryan Field

Project Number: 3-27-0056-021-2024

Description of Work: Construct Snow Removal Equipment Building (Phase 3 - Construction)

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No N/A

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No N/A

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Marshall

Airport: Southwest Minnesota Regional Airport Ryan Field

Project Number: 3-27-0056-021-2024

Description of Work: Construct Snow Removal Equipment Building (Phase 3 - Construction)

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
 Yes No N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes No N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
 Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR § 26.55).
- Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- Yes No N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and

c. Prepare and retain as-built plans (Order 5100.38)

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Marshall

Airport: Southwest Minnesota Regional Airport Ryan Field

Project Number: 3-27-0056-021-2024

Description of Work: Construct Snow Removal Equipment Building (Phase 3 - Construction)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR §200.323).
- Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR §200.302).
- Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Marshall

Airport: Southwest Minnesota Regional Airport Ryan Field

Project Number: 3-27-0056-021-2024

Description of Work: Construct Snow Removal Equipment Building (Phase 3 - Construction)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR §182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location:

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Marshall

Airport: Southwest Minnesota Regional Airport Ryan Field

Project Number: 3-27-0056-021-2024

Description of Work: Construct Snow Removal Equipment Building (Phase 3 - Construction)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- Yes No N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes No N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes No N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes No N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- Yes No N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes No N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes No N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

Yes No N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes No N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR §200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Marshall

Airport: Southwest Minnesota Regional Airport Ryan Field

Project Number: 3-27-0056-021-2024

Description of Work: Construct Snow Removal Equipment Building (Phase 3 - Construction)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
 Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
 Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
 Yes No N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
 Yes No N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
 Yes No N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
 Yes No N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
 Yes No N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
 Yes No N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
 Yes No N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
 Yes No N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
 Yes No N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
 - a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
 Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

03/23/2021 - Council authorized the first transfer of Airport Federal Entitlement Funds and authorized execution and filing of FAA Form 5100-110 for the transfer of \$150,000 of MML Airport 2021 Federal Entitlement Funds to Dodge Center, MN (TOB).
10/12/2021 - Council authorized acceptance of the Proposal with TKDA for a Predesign Study in the amount of \$35,000.00. SRE ARFF Pre Design Study - Proposal (signed).pdf
03/08/2022 - Council authorized the second transfer of Airport Federal Entitlement Funds and authorized execution and filing of FAA Form 5100-110 for the transfer of \$150,000 of MML Airport 2022 Federal Entitlement Funds to Waseca, MN (ACQ).
04/26/2022 - Council authorized TKDA submittal of an FAA Grant Application in the amount of \$135,598.00. Total design cost in the request for grant funding was \$297,000.00. This total included \$7,000 in local project costs and \$35,000 reimbursement for the TKDA pre-design study.
05/10/2022 - City Council authorized acceptance of the Proposal with TKDA for Design Phase Services in the amount of \$255,000 with services under this proposal, contingent on receipt of the federal and State grant agreements. Marshall SRE Design Scope Letter 050222-xTKDA.pdf
08/15/2022 - FAA Grant Agreement 3-27-0056-019-2022 received and electronically signed by Mayor and City Attorney.
09/13/2022 - City Council acknowledgement of FAA Grant Agreement 3-27-0056-019-2022 for Funding of Site and Building Design in the amount of \$135,598.00. MML-GLG-3-27-0056-019-2022-Grant Agreement (part 1) - signed.pdf
09/27/2022 - Consider Resolution of Authorization to Execute MnDOT Grant Agreement No. 1051776 for funding of Site and Building Design in the amount of \$109,968.00. A4201-103 - MML -State Agreement -#23390525-v5.PDF
10/20/2022 - Submission of 2023 Federal Grant Initiation Request to ensure eligible utilization of all Airport entitlements and indicating the project is planned to utilize both the airports AIP and AIG funding available in 2023. At the time of submission of Initiation Request, it was noted that the building design was just beginning, and the funding eligibility and prorates would be revisited prior to the grant application.
02/07/2023 - TKDA presentation of project to the Airport Commission. Commission member Ron Halgerson has served as the Airport Commission representative to the project to help review project plans and offer outside input to the project.
02/14/2023 - Project presented to Public Improvement/Transportation Committee (PI/T) for their information.
02/28/2023 - City Council authorization to advertise for bids.
04/03/2023 - Bids received. One bid was received from Sussner Construction, Inc. in the amount of \$4,346,000, which substantially exceeded the construction cost estimate of \$3,118,023 for construction costs. Total estimated project budget, including construction administration and special testing costs, was \$3,353,023. At the Airport Commission meeting on 04/04/2023, Airport Commission discussed and recommended a re-evaluation of the project scope, bidding requirements and potential cost control measures for the City's review/consideration.

04/25/2023 - PI/T recommends to City Council to reject the one bid received April 3, 2023 and authorize City staff to work with TKDA and the Airport Commission to re-evaluate the Project AP-003 bid package to ensure the project is more economical.
04/25/2023 - City Council rejected the bid received from Sussner Construction, Inc. for construction of the building. The bid received was substantially over the City's budget for the project. Council directed staff to work with TKDA and Airport Commission to re-evaluate the project AP-003 bid package with the goal of making the project more economical.
10/10/2023 - City Council authorized City staff to submit the federal grant initiation request for use of federal dollars on the Airport Snow Removal Equipment (SRE) Building Project.
10/24/2023 - City Council authorized execution of an Architectural and Engineering Services Agreement with TKDA for Bidding Phase Services for a lump sum amount of \$39,170. TKDA Architectural and Engineering Services SRE Building 10.24.23.pdf
12/05/2023 - Project update presented to Airport Commission and PI/T.
12/12/2023 – PI/T reviews project and makes recommendation to Council.
12/12/2023 - City Council authorization to advertise for bids.
01/23/2024 – Bids received.
02/06/2024 – Airport Commission recommends award of bid to Sussner Construction, Inc. in the amount of \$2,913,100.00, per the recommendation from TKDA.
02/13/2024 - City Council authorized entering into a Professional Services Agreement with TKDA for the Airport SRE Building-Construction Phase for an amount not-to-exceed \$280,200.00, per recommendation of the Airport Commission and contingent upon State and Federal grant funding.
02/13/2024 - City Council authorized entering into a Professional Services Agreement with TKDA for the Airport SRE Building-Construction Phase for an amount not-to-exceed \$280,200.00, per recommendation of the Airport Commission and contingent upon State and Federal grant funding. L:\City of Marshall\Departments\Public Works\Airport\Interdepartment\CIP\AP-003 SRE-ARFF\TKDA Agreement - SRE Construction Phase 2024-02-13.pdf
02/21/2024 – Request for State grant agreement submitted to MnDOT-Aeronautics.
04/09/2024 - FAA Grant Agreement MML-GLG-3-27-0056-020-2024 received and electronically signed by Mayor.
04/09/2024 - City Council acknowledgement of Bipartisan Infrastructure Law (BIL) – Airport Infrastructure Grant (AIG) FAA Grant Agreement MML-GLG-3-27-0056-020-2024 for Airport Development in the amount of \$832,959.00 (\$0.00 for planning, \$0 for land acquisition). L:\City of Marshall\Departments\Public Works\Airport\Interdepartment\CIP\AP-003 SRE-ARFF\MML-GLG-3-27-0056-020-2024-Grant Agreement - unsigned.pdf
07/23/2024 – Consider Resolution Authorizing Execution of MnDOT Grant Agreement No. 1057504 (S.P. A4201-107) (AIG 3-27-0056-020-2024) for SRE Construction Site Development in the amount of \$46,276.00. A4201-107 -MML- State Agreement-#38644434-v4 - Resolution 24-068.PDF

February 21, 2024

Mr. Luke Bourassa
South Region Airport Development Engineer
MnDOT Office of Aeronautics
395 John Ireland Boulevard | Mail Stop 410
St. Paul, MN 55155-1800

Re: Request for Grant Agreements
Southwest Minnesota Regional Airport / Ryan Field (MML)
Snow Removal Equipment (SRE) Facility Project

Dear Mr. Bourassa:

The City of Marshall hereby requests Grant agreements for Federal and State funding for the Snow Removal Equipment (SRE) Facility project at the Southwest Minnesota Regional Airport. Total project cost is \$3,330,470.00 as shown on the attached Project Cost Summary, and as described below. Federal Airport Improvement Program (AIP) funding for fiscal year 2024 is requested in the amount of \$744,249.42 for 90% of the federally eligible building related costs. Federal Airport Infrastructure Grant (AIG) funding for fiscal year 2024 is requested in the amount of \$832,959.90 for 90% of the federally eligible site improvement costs. State funding is requested in the amount of \$1,104,610.64 for a 70% state funding share on federally ineligible portions of the project. The remainder will be funded with local funds in the amount of \$648,650.04.

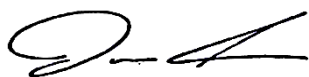
It is recognized the requested state share exceeds the maximum \$1.0 million limit identified in the Airport Funding Rates letter for FY 2024, dated May 30, 2023. The City respectfully requests an exception for additional state funding beyond the \$1.0 million due to the airport's critical need for this facility. The existing SRE building is inadequate to store all the airport's snow removal equipment, has exceeded its useful life, and is in need of replacement.

On January 23, 2024, the City opened bids on the project, at which time 5 bids were received (tabulation attached). The bids received vary by 18.2% from low to high, and the low bid is 17.4% below the Engineer's Estimate. The construction bid cost associated with the Project is \$2,913,100.00. On February 13, 2024, the Marshall City Council acknowledged the apparent low bidder, Sussner Construction, and approved a resolution to award a construction contract, contingent upon the receipt of grant funding.

The City of Marshall has included \$98,000 for administration expenses as part of this request. Administrative expenses include advertising for bids, independent fee estimate services, miscellaneous expenses, and electric and gas service installations.

Thank you for your consideration. If you have any questions concerning this request, please contact me at (507) 537-6773 or jason.anderson@ci.marshall.mn.us.

Respectfully,



Director of Public Works/Airport Manager

JRA:lrk / Attachments

c: Kyle Sebesta, P.E. - FAA
Daniel Sherer, P.E. - TKDA



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, July 23, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval for a Temporary Liquor License for the SMSU Foundation on September 7
Background Information:	<p>The SMSU Mustangs will be playing Minot State on September 7 at Mattke Field. The SMSU Foundation has requested a temporary license for the game.</p> <p>All temporary liquor licenses require municipal approval and final approval from the Alcohol and Gambling Enforcement Division.</p>
Fiscal Impact:	
Alternative/ Variations:	None recommended.
Recommendations:	To approve the temporary on-sale liquor license for the SMSU Foundation on September 7, 2024.



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

Ag Bowl \$30-

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

Name of organization: Southwest Minnesota State University Foundation
 Date of organization: 10/17/63
 Tax exempt number: 31153

Organization Address (No PO Boxes): 1501 State Street
 City: Marshall State: MN Zip Code: 56258

Name of person making application: Nathan Polfliet
 Business phone: 507/ 537-6285 Home phone: 605/ 695-5664

Date(s) of event: September 7, 2024 (Ag Bowl)
 Type of organization: Microdistillery Small Brewer
 Club Charitable Religious Other non-profit

Organization officer's name: Nathan Polfliet, Associate Vice President for Advancement
 City: Marshall State: MN Zip Code: 56258

Organization officer's name: Brad Bacon, Foundation Board President
 City: St. Cloud State: MN Zip Code:

Organization officer's name:
 City: State: MN Zip Code:

Location where permit will be used. If an outdoor area, describe.
 SMSU Campus RA Parking Lot & NW Corner of Stadium

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.
 North Risk Partners - \$2,000,000 /\$2,000,000

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

COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, July 23, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval for a Temporary Liquor License for the SMSU Foundation on September 21
Background Information:	<p>The SMSU Mustangs will be playing Concordia-St. Paul on September 21 at Mattke Field. The SMSU Foundation has requested a temporary license for the game.</p> <p>All temporary liquor licenses require municipal approval and final approval from the Alcohol and Gambling Enforcement Division.</p>
Fiscal Impact:	
Alternative/ Variations:	None recommended.
Recommendations:	To approve the temporary on-sale liquor license for the SMSU Foundation on September 21.



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

9-21-24
 FB Darn
 #30

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

Name of organization	Date organized	Tax exempt number
Southwest Minnesota State University Foundation	10/17/63	31153

Address	City	State	Zip Code
1501 State Street	Marshall	MN	56258

Name of person making application	Business phone	Home phone
Nathan Polfliet	507 / 537- 6285	605 / 695-9664

Date(s) of event	Type of organization	<input type="checkbox"/> Microdistillery	<input type="checkbox"/> Small Brewer
9/21/2024 (Football Game)	<input type="checkbox"/> Club	<input type="checkbox"/> Charitable	<input type="checkbox"/> Religious
	<input checked="" type="checkbox"/> Other non-profit		

Organization officer's name	City	State	Zip Code
Nathan Polfliet, Executive Director	Marshall	Minnesota	56258

Organization officer's name	City	State	Zip Code
Brad Bacon, Foundation Board President	Marshall	MN	56258

Organization officer's name	City	State	Zip Code
		MN	

Organization officer's name	City	State	Zip Code
		MN	

Location where permit will be used. If an outdoor area, describe.
 SMSU Campus RA (Stadium) parking area & NW Corner of Stadium

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.
 North Risk Partners - \$2,000,000 / \$2,000,000

APPROVAL

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

City or County approving the license
Fee Amount
Date Fee Paid

Date Approved
Permit Date
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 BY MAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Karla Drown
Meeting Date:	Monday, August 12, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourage the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	The following bills and project payments be authorized for payment.



Marshall, MN

Check Report

By Vendor Name

Date Range: 07/26/2024 - 08/12/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
4549	A & B BUSINESS, INC	08/09/2024	EFT	0.00	2,369.60	17328
4193	A & C EXCAVATING	07/26/2024	Regular	0.00	79,801.42	124775
6128	ACTION COMPANY LLC	08/02/2024	EFT	0.00	280.00	17229
6128	ACTION COMPANY LLC	08/09/2024	EFT	0.00	557.00	17329
0548	ACTION SPORTS INC	08/09/2024	EFT	0.00	18,737.00	17330
6046	ADVANCED FIRST AID INC.	07/26/2024	EFT	0.00	1,017.00	17175
6046	ADVANCED FIRST AID INC.	08/09/2024	EFT	0.00	351.00	17331
6412	AG PLUS COOPERATIVE	07/26/2024	EFT	0.00	97.00	17176
6412	AG PLUS COOPERATIVE	08/02/2024	EFT	0.00	55.98	17230
6412	AG PLUS COOPERATIVE	08/09/2024	EFT	0.00	87.36	17332
0567	ALEX AIR APPARATUS 2 LLC	08/02/2024	EFT	0.00	486.11	17231
0567	ALEX AIR APPARATUS 2 LLC	08/09/2024	EFT	0.00	48.06	17333
0578	AMAZON CAPITAL SERVICES	07/26/2024	EFT	0.00	151.38	17177
0578	AMAZON CAPITAL SERVICES	08/02/2024	EFT	0.00	1,630.07	17232
0578	AMAZON CAPITAL SERVICES	08/09/2024	EFT	0.00	225.85	17334
0581	AMERICAN ENGINEERING TESTING, INC	07/26/2024	EFT	0.00	800.00	17178
0592	AMERICAN WELDING & GAS, INC.	07/26/2024	Regular	0.00	49.92	124776
0599	ANCHOR INDUSTRIES INC.	08/02/2024	Regular	0.00	793.13	124811
2701	ANDERSON, JASON	08/02/2024	EFT	0.00	80.00	17233
7395	AP DESIGN, INC./NICHOLAS J SCHWARZ OR JILL	07/26/2024	EFT	0.00	15.16	17179
0630	ARCTIC GLACIER	07/26/2024	Regular	0.00	573.80	124777
0630	ARCTIC GLACIER	08/02/2024	Regular	0.00	573.10	124812
0629	ARNOLD MOTOR SUPPLY, LLP	08/09/2024	EFT	1.18	52.66	17335
2402	AXON ENTERPRISE, INC	08/02/2024	EFT	0.00	3,368.00	17234
5702	B & H PHOTO & ELECTRONICS CORP	08/02/2024	EFT	0.00	7,633.97	17235
2340	BAKER TILLY VIRCHOW KRAUSE, LLP	07/26/2024	EFT	0.00	66,950.00	17180
2362	BAUMANN, ADAM	08/02/2024	EFT	0.00	30.00	17236
7505	BEAM TECHNOLOGIES INC	08/01/2024	Bank Draft	0.00	4,249.42	DFT0004071
7505	BEAM TECHNOLOGIES INC	08/01/2024	Bank Draft	0.00	4,248.71	DFT0004107
7505	BEAM TECHNOLOGIES INC	08/01/2024	Bank Draft	0.00	883.90	DFT0004123
0688	BELLBOY CORPORATION	07/26/2024	EFT	0.00	1,737.23	17181
0688	BELLBOY CORPORATION	08/02/2024	EFT	0.00	9,385.89	17237
0688	BELLBOY CORPORATION	08/09/2024	EFT	0.00	10,235.12	17336
0689	BEND RITE CUSTOM FABRICATION, INC.	07/26/2024	Regular	0.00	630.12	124778
0689	BEND RITE CUSTOM FABRICATION, INC.	08/02/2024	Regular	0.00	78.10	124813
0689	BEND RITE CUSTOM FABRICATION, INC.	08/09/2024	Regular	0.00	349.00	124841
0699	BEVERAGE WHOLESALERS, INC.	07/26/2024	Regular	0.00	29,867.75	124779
0699	BEVERAGE WHOLESALERS, INC.	08/02/2024	Regular	0.00	31,403.39	124814
0699	BEVERAGE WHOLESALERS, INC.	08/09/2024	Regular	0.00	43,389.98	124842
0715	BLADHOLM CONSTRUCTION INC	07/26/2024	EFT	0.00	600.00	17182
6482	BLOMBERG, GRANT	07/26/2024	EFT	0.00	425.00	17183
6482	BLOMBERG, GRANT	08/09/2024	EFT	0.00	2,150.00	17337
0726	BORCH'S SPORTING GOODS, INC.	08/02/2024	EFT	0.00	259.00	17238
0726	BORCH'S SPORTING GOODS, INC.	08/09/2024	EFT	0.00	108.98	17338
0018	BORDER STATES INDUSTRIES, INC.	07/26/2024	EFT	0.00	117.63	17184
0018	BORDER STATES INDUSTRIES, INC.	08/02/2024	EFT	0.00	4,873.82	17239
3829	BRAU BROTHERS	07/26/2024	EFT	82.50	845.50	17185
3829	BRAU BROTHERS	08/02/2024	EFT	0.00	149.00	17240
3829	BRAU BROTHERS	08/09/2024	EFT	8.00	278.50	17339
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	07/26/2024	Regular	0.00	2,815.92	124780
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	08/02/2024	Regular	0.00	4,491.90	124815
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	08/09/2024	Regular	0.00	13,904.66	124843
5696	BROTHERS FIRE PROTECTION	08/02/2024	EFT	0.00	4,200.00	17241
0186	BRUNSVOLD, QUENTIN	08/02/2024	EFT	0.00	30.00	17242

Check Report

Date Range: 07/26/2024 - 08/12/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3413	BRUSVEN, KATHERINE	08/02/2024	EFT	0.00	30.00	17243
0204	BUYSSE, JASON	08/02/2024	EFT	0.00	30.00	17244
6744	C&L DISTRIBUTING	07/26/2024	EFT	0.00	1,839.82	17186
6744	C&L DISTRIBUTING	08/02/2024	EFT	0.00	1,066.20	17245
0216	CALLENS, DAVID	08/02/2024	EFT	0.00	30.00	17246
7164	CARD CONNECT/MERCHANT BANK CD	08/05/2024	Bank Draft	0.00	284.70	DFT0004164
0815	CATTOOR OIL COMPANY, INC	08/09/2024	EFT	0.00	1,074.42	17340
0239	CAUWELS, ROGER	08/02/2024	EFT	0.00	30.00	17247
7662	CENTRAL SPECIALTIES INC.	08/02/2024	EFT	0.00	1,550.90	17248
7165	CITY HIVE, INC.	08/02/2024	Bank Draft	0.00	114.20	DFT0004165
6571	CITY OF REDWOOD FALLS	07/26/2024	Regular	0.00	1,622.03	124802
5733	CLARITY TELECOM, LLC	08/02/2024	EFT	0.00	3,296.44	17249
5733	CLARITY TELECOM, LLC	08/09/2024	EFT	0.00	800.00	17341
0831	COALITION OF GREATER MN CITIES	08/09/2024	Regular	0.00	180.00	124844
0865	COLEMAN ELECTRIC COMPANY	07/26/2024	EFT	0.00	111.00	17187
0272	COUDRON, DEAN	08/02/2024	EFT	0.00	30.00	17250
4236	COUNTRY ENTERPRISES, INC.	07/26/2024	EFT	0.00	53.69	17188
6508	CROWN UNDERGROUND	08/09/2024	Regular	0.00	2,800.00	124845
0920	CULLIGAN WATER CONDITIONING OF MARSHAL	08/09/2024	Regular	0.00	169.75	124846
2244	CYGNUS OPERATING LLC	08/09/2024	EFT	0.00	163.73	17342
2244	CYGNUS OPERATING LLC	07/26/2024	Regular	0.00	524.80	124782
2244	CYGNUS OPERATING LLC	08/02/2024	Regular	0.00	90.82	124816
0934	D & G EXCAVATING INC	08/02/2024	EFT	0.00	236,469.50	17251
0934	D & G EXCAVATING INC	08/09/2024	EFT	0.00	800.00	17343
3819	DACOTAH PAPER CO	07/26/2024	EFT	0.97	132.26	17189
3819	DACOTAH PAPER CO	08/02/2024	EFT	7.66	789.61	17252
3819	DACOTAH PAPER CO	08/09/2024	EFT	4.18	413.49	17344
7102	DAHLHEIMER BEVERAGE	08/02/2024	EFT	0.00	1,208.90	17253
7655	DALLE, CRESTON	07/26/2024	Regular	0.00	750.00	124783
6204	DAVEY TREE EXPERT COMPANY	08/09/2024	Regular	0.00	2,756.00	124847
7712	DEBOER, JOHN B	08/02/2024	Regular	0.00	1,300.00	124817
0975	DEPUTY REGISTRAR #32	08/02/2024	Regular	0.00	23.00	124818
3259	DEUTZ, LAUREN	08/02/2024	EFT	0.00	80.00	17254
5731	DOLL DISTRIBUTING LLC	07/26/2024	EFT	0.00	14,131.03	17190
5731	DOLL DISTRIBUTING LLC	08/02/2024	EFT	0.00	16,142.30	17255
5731	DOLL DISTRIBUTING LLC	08/09/2024	EFT	0.00	17,943.40	17345
1020	DUININCK, INC.	07/26/2024	EFT	0.00	1,709.69	17191
1020	DUININCK, INC.	08/02/2024	EFT	0.00	4,931.49	17256
4971	E AND E SWANSON COMPANY, LLC	08/02/2024	EFT	0.00	2,894.00	17257
1035	ECOLAB PEST ELIMINATION SERVICES	08/09/2024	EFT	0.00	978.15	17346
1090	FASTENAL COMPANY	07/26/2024	EFT	0.00	847.98	17192
1090	FASTENAL COMPANY	08/02/2024	EFT	0.00	180.98	17258
1090	FASTENAL COMPANY	08/09/2024	EFT	0.00	92.22	17347
6880	FROILAND, GARY	08/02/2024	Regular	0.00	200.00	124819
3772	FRONTIER PRECISION	08/02/2024	EFT	0.00	40,717.71	17259
1149	FRONTLINE PLUS FIRE & RESCUE	07/26/2024	EFT	0.00	11,120.00	17193
1158	GALLS INC	08/02/2024	EFT	0.00	474.83	17260
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	07/26/2024	EFT	0.00	644.00	17194
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	08/02/2024	EFT	0.00	584.00	17261
1201	GRAINGER INC	08/02/2024	EFT	0.00	536.95	17262
1201	GRAINGER INC	08/09/2024	EFT	0.00	30.61	17348
1208	GREAT PLAINS NATURAL GAS COMPANY	08/08/2024	Bank Draft	0.00	5,957.36	DFT0004170
1215	GREENWOOD NURSERY	07/26/2024	EFT	108.00	432.00	17195
3760	GROWMARK INC.	07/26/2024	EFT	0.00	75.60	17196
7261	HAMMERSCHMIDT, SCOTT	08/02/2024	Regular	0.00	295.00	124820
3565	HANSON, ERIC	08/02/2024	EFT	0.00	70.00	17263
2946	HANSON, SHARON	08/02/2024	EFT	0.00	27.13	17264
1256	HAWKINS INC	08/02/2024	EFT	0.00	28,613.73	17265
1256	HAWKINS INC	08/09/2024	EFT	0.00	11,876.76	17349
6430	HEARTLAND ELECTRIC, INC	07/26/2024	Regular	0.00	774.70	124784
5825	HEFTY SEED CO	08/02/2024	Regular	0.00	1,936.98	124821

Check Report

Date Range: 07/26/2024 - 08/12/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1271	HENLE PRINTING COMPANY	08/09/2024	EFT	0.00	411.68	17350
2153	HOFFMANN, RYAN	08/02/2024	EFT	0.00	30.00	17266
6324	HOOK, MATT	08/02/2024	EFT	0.00	50.00	17267
4885	HORIZON COMMERCIAL POOL SUPPLY	08/02/2024	EFT	0.00	4,235.22	17268
4885	HORIZON COMMERCIAL POOL SUPPLY	08/09/2024	EFT	0.00	9,027.40	17351
7724	HUBER, JENNIFER	08/09/2024	Regular	0.00	50.00	124848
1311	HY-VEE ACCOUNTS RECEIVABLE	08/02/2024	Regular	0.00	347.94	124822
1325	ICMA RETIREMENT TRUST #300877	08/02/2024	EFT	0.00	50.00	17269
7710	INSTITUTE FOR ENVIRONMENTAL ASSESSMENT	08/02/2024	Regular	0.00	1,000.00	124823
1358	INTERNAL REVENUE SERVICE	08/02/2024	Bank Draft	0.00	59.10	DFT0004132
1358	INTERNAL REVENUE SERVICE	08/02/2024	Bank Draft	0.00	309.36	DFT0004133
1358	INTERNAL REVENUE SERVICE	08/02/2024	Bank Draft	0.00	13.82	DFT0004134
1358	INTERNAL REVENUE SERVICE	08/02/2024	Bank Draft	0.00	36,647.96	DFT0004156
1358	INTERNAL REVENUE SERVICE	08/02/2024	Bank Draft	0.00	26,284.86	DFT0004157
1358	INTERNAL REVENUE SERVICE	08/02/2024	Bank Draft	0.00	10,744.06	DFT0004158
5333	JOHANSSON SALES & SERVICE	07/26/2024	Regular	0.00	91.69	124785
1399	JOHNSON BROTHERS LIQUOR COMPANY	07/26/2024	EFT	0.00	10,420.73	17198
1399	JOHNSON BROTHERS LIQUOR COMPANY	08/02/2024	EFT	0.00	11,457.43	17271
1399	JOHNSON BROTHERS LIQUOR COMPANY	08/09/2024	EFT	0.00	9,397.02	17354
2036	JOHNSON BROTHERS LIQUOR COMPANY	07/26/2024	EFT	0.00	8,012.43	17199
2036	JOHNSON BROTHERS LIQUOR COMPANY	08/02/2024	EFT	0.00	7,589.08	17270
2036	JOHNSON BROTHERS LIQUOR COMPANY	08/09/2024	EFT	0.00	4,192.22	17352
2605	JOHNSON BROTHERS LIQUOR COMPANY	07/26/2024	EFT	0.00	941.94	17200
2605	JOHNSON BROTHERS LIQUOR COMPANY	08/09/2024	EFT	0.00	1,631.15	17353
5447	JOHNSON BROTHERS LIQUOR COMPANY	07/26/2024	EFT	0.00	1,135.25	17197
5447	JOHNSON BROTHERS LIQUOR COMPANY	08/02/2024	EFT	0.00	1,270.55	17272
6199	JONES, DAVID	08/02/2024	Regular	0.00	200.00	124824
1417	KENNEDY & GRAVEN, CHARTERED	07/26/2024	EFT	0.00	6,612.00	17201
1417	KENNEDY & GRAVEN, CHARTERED	08/02/2024	EFT	0.00	6,902.50	17273
3564	KESTELOOT ENTERPRISES, INC	07/26/2024	EFT	0.00	83.08	17202
3564	KESTELOOT ENTERPRISES, INC	08/02/2024	EFT	0.00	107.66	17274
5095	KIBBLE EQUIPMENT LLC	07/26/2024	EFT	0.00	83.89	17203
5095	KIBBLE EQUIPMENT LLC	08/02/2024	EFT	0.00	5,526.04	17275
5095	KIBBLE EQUIPMENT LLC	08/09/2024	EFT	0.00	223.23	17355
0785	KOPITSKI, JASON	08/02/2024	EFT	0.00	30.00	17276
0452	KROGMAN, JOSEPH	07/26/2024	Regular	0.00	750.00	124786
2363	KRUK, CHRISTOPHER	08/02/2024	EFT	0.00	30.00	17277
4511	KRUSE BUICK PONTIAC GMC, INC	08/09/2024	EFT	0.00	922.76	17356
7699	LEACH, JEFFREY CARL	07/26/2024	Regular	0.00	300.00	124787
7721	LEADING EDGE CREDIT UNION	08/09/2024	Regular	0.00	20.00	124849
0265	LEE, JERRED	08/02/2024	EFT	0.00	30.00	17278
6567	LINCOLN COUNTY SHERIFF'S OFFICE	07/26/2024	Regular	0.00	2,709.32	124788
1508	LOCKWOOD MOTORS INC	07/26/2024	EFT	0.00	158.69	17204
1508	LOCKWOOD MOTORS INC	08/02/2024	EFT	3.42	435.48	17279
1508	LOCKWOOD MOTORS INC	08/09/2024	EFT	0.00	1,080.13	17357
1515	LOUWAGIE, RICHARD	07/26/2024	Regular	0.00	200.00	124789
3065	LUTHER, ERIC	07/26/2024	EFT	0.00	694.02	17205
3065	LUTHER, ERIC	08/02/2024	EFT	0.00	30.00	17280
1552	LYON COUNTY RECORDER	08/09/2024	EFT	0.00	65.95	17358
1553	LYON COUNTY SHERIFF'S DEPT.	07/26/2024	Regular	0.00	2,170.95	124790
1553	LYON COUNTY SHERIFF'S DEPT.	08/02/2024	Regular	0.00	11,711.18	124825
1553	LYON COUNTY SHERIFF'S DEPT.	08/09/2024	Regular	0.00	40.00	124850
1555	LYON-LINCOLN ELECTRIC COOPERATIVE INC	08/09/2024	Regular	0.00	45.49	124851
7349	MAJESTIC POND ASSOCIATION	08/09/2024	Regular	0.00	110.00	124852
7723	MARKS, PHYLLIS	08/09/2024	Regular	0.00	50.00	124853
1604	MARSHALL AREA CHAMBER OF COMMERCE	08/02/2024	EFT	0.00	425.00	17281
1616	MARSHALL CONVENTION & VISITORS BUREAU	08/02/2024	EFT	0.00	7,000.00	17282
1623	MARSHALL INDEPENDENT, INC	07/26/2024	Regular	0.00	1,400.43	124791
5813	MARSHALL LUMBER CO	07/26/2024	EFT	0.00	46.66	17206
5813	MARSHALL LUMBER CO	08/02/2024	EFT	0.00	252.11	17283
5813	MARSHALL LUMBER CO	08/09/2024	EFT	0.00	328.79	17359

Check Report

Date Range: 07/26/2024 - 08/12/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5813	MARSHALL LUMBER CO	08/09/2024	EFT	0.00	400.00	17360
1633	MARSHALL MUNICIPAL UTILITIES	08/09/2024	EFT	0.00	97,761.36	17361
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	08/02/2024	EFT	4.92	241.05	17284
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	08/09/2024	EFT	1.73	84.80	17364
3545	MARSHALL RADIO	08/09/2024	EFT	0.00	2,050.00	17365
1649	MARSHALL TRUCK SALVAGE INC.	07/26/2024	Regular	0.00	7.00	124793
0933	MARSHALL, JAMES	07/26/2024	EFT	0.00	237.50	17207
0933	MARSHALL, JAMES	08/02/2024	EFT	0.00	80.00	17285
7153	MAVERICK WINE LLC	08/09/2024	EFT	0.00	2,358.06	17366
5924	MAXWELL FOOD EQUIPMENT	08/09/2024	Regular	0.00	16.21	124854
7077	MEDSURETY, LLC	08/02/2024	Bank Draft	0.00	10,968.17	DFT0004150
7077	MEDSURETY, LLC	08/02/2024	Bank Draft	0.00	6,817.08	DFT0004155
7077	MEDSURETY, LLC	08/02/2024	Bank Draft	0.00	266.68	DFT0004160
2719	MELLENTHIN, CODY	08/02/2024	EFT	0.00	30.00	17286
4980	MENARDS INC	07/26/2024	EFT	0.00	129.07	17208
4980	MENARDS INC	08/02/2024	EFT	0.00	177.27	17287
4980	MENARDS INC	08/09/2024	EFT	0.00	797.18	17367
1704	MESERB	07/26/2024	Regular	0.00	4,678.00	124794
0973	MEULEBROECK, ANDY	08/02/2024	EFT	0.00	30.00	17288
7593	MILLER, SAMMY JO	08/02/2024	Regular	0.00	1,960.00	124826
1818	MINNESOTA DEPARTMENT OF REVENUE	08/02/2024	Bank Draft	0.00	180.17	DFT0004135
1818	MINNESOTA DEPARTMENT OF REVENUE	08/02/2024	Bank Draft	0.00	14,146.12	DFT0004159
1808	MINNESOTA MUNICIPAL UTILITIES ASSOCIATIOI	07/26/2024	EFT	0.00	2,141.25	17209
1808	MINNESOTA MUNICIPAL UTILITIES ASSOCIATIOI	08/02/2024	EFT	0.00	6,830.00	17289
1813	MINNESOTA POLLUTION CONTROL AGENCY	08/02/2024	Regular	0.00	23.00	124827
3669	MINNESOTA STATE RETIREMENT SYSTEM	08/02/2024	Bank Draft	0.00	11,436.51	DFT0004153
1839	MINNESOTA VALLEY TESTING LABS INC	08/02/2024	EFT	0.00	264.80	17290
1757	MN CHILD SUPPORT PAYMENT CENTER	08/02/2024	Bank Draft	0.00	414.85	DFT0004148
1757	MN CHILD SUPPORT PAYMENT CENTER	08/02/2024	Bank Draft	0.00	306.87	DFT0004149
7035	MN PUBLIC FACILITIES AUTHORITY	08/09/2024	EFT	0.00	763,640.00	17368
4704	MN SHERIFF'S ASSOCIATION	07/26/2024	Regular	0.00	90.00	124795
3453	MOBERG, E.J.	08/02/2024	EFT	0.00	80.00	17291
7215	MOUA-LESKE, SEE	08/09/2024	EFT	0.00	290.22	17369
1887	MTI DISTRIBUTING INC	08/09/2024	EFT	0.00	223.06	17370
7713	MUEHLER, CONNIE	08/02/2024	Regular	0.00	400.00	124828
2512	NATIONWIDE RETIREMENT	08/02/2024	Bank Draft	0.00	275.00	DFT0004130
2512	NATIONWIDE RETIREMENT	08/02/2024	Bank Draft	0.00	1,294.85	DFT0004131
2512	NATIONWIDE RETIREMENT	08/02/2024	Bank Draft	0.00	100.00	DFT0004143
1945	NORM'S GTC	07/26/2024	Regular	0.00	237.17	124796
1945	NORM'S GTC	08/02/2024	Regular	0.00	157.33	124829
1945	NORM'S GTC	08/09/2024	Regular	0.00	80.34	124855
1986	NORTH CENTRAL INTERNATIONAL, INC	08/09/2024	EFT	0.00	4,615.76	17371
7166	NORTHAMERICAN BANCARD/EPX	08/01/2024	Bank Draft	0.00	13,777.69	DFT0004166
4566	NSI SOLUTIONS, LLC	08/02/2024	EFT	0.00	98.00	17292
7325	NUTRITION EXCELLENCE LLC	07/26/2024	Regular	0.00	613.00	124797
5891	ONE OFFICE SOLUTION	08/09/2024	EFT	0.00	39.36	17372
3809	O'REILLY AUTOMOTIVE STORES, INC	07/26/2024	EFT	0.00	333.89	17210
3809	O'REILLY AUTOMOTIVE STORES, INC	08/09/2024	EFT	0.00	178.96	17373
7720	OTTER TAIL POWER COMPANY	08/09/2024	Regular	0.00	400.00	124856
1243	PATZERS INC	07/26/2024	EFT	0.00	130.42	17211
1243	PATZERS INC	08/02/2024	EFT	0.00	45.45	17293
2019	PAUSTIS WINE COMPANY	08/02/2024	EFT	0.00	3,133.00	17294
7168	PAYLIDIFY/GATEWAY SERVICES	08/06/2024	Bank Draft	0.00	14.32	DFT0004168
7163	PAYLIDIFY/MERCHANT BANK	08/05/2024	Bank Draft	0.00	474.06	DFT0004161
7163	PAYLIDIFY/MERCHANT BANK	08/05/2024	Bank Draft	0.00	60.00	DFT0004162
7163	PAYLIDIFY/MERCHANT BANK	08/05/2024	Bank Draft	0.00	869.92	DFT0004169
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	07/26/2024	EFT	0.00	54.00	17212
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	08/09/2024	EFT	0.00	113.50	17374
2028	PERA OF MINNESOTA REG	08/02/2024	Bank Draft	0.00	61,177.64	DFT0004151
7053	PERFORMANCE FOOD GROUP, INC.	08/09/2024	EFT	0.00	552.80	17375
7053	PERFORMANCE FOOD GROUP, INC.	07/26/2024	Regular	0.00	246.22	124798

Check Report

Date Range: 07/26/2024 - 08/12/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
7053	PERFORMANCE FOOD GROUP, INC.	08/02/2024	Regular	0.00	118.04	124830
1141	PETERSON, ALEX	08/09/2024	EFT	0.00	350.14	17376
2037	PHOTOWORKS	08/09/2024	Regular	0.00	93.85	124857
6569	PIPESTONE COUNTY SHERIFF'S OFFICE	07/26/2024	Regular	0.00	642.84	124799
3557	POMP'S TIRE SERVICE, INC.	07/26/2024	EFT	0.00	12,277.14	17213
2064	POWERPLAN	07/26/2024	Regular	0.00	88.19	124800
7716	PRAIRIE HOLDINGS	08/02/2024	Regular	0.00	500.00	124831
1163	PRZYBILLA, SCOTT	08/02/2024	EFT	0.00	30.00	17295
1163	PRZYBILLA, SCOTT	08/09/2024	EFT	0.00	456.14	17377
6166	PULVER MOTOR SVC, LLC	08/02/2024	EFT	0.00	160.00	17296
7322	QUADIENT FINANCE USA, INC	07/26/2024	EFT	0.00	216.00	17214
7322	QUADIENT FINANCE USA, INC	08/02/2024	EFT	0.00	500.00	17297
2096	QUARNSTROM & DOERING, PA	08/02/2024	EFT	0.00	5,684.71	17298
6267	RATWIK, ROSZAK & MALONEY, PA	08/02/2024	EFT	0.00	42.00	17299
7715	RAVELING, ERIN	08/02/2024	Regular	0.00	60.00	124832
6570	REDWOOD COUNTY SHERIFF'S OFFICE	07/26/2024	Regular	0.00	2,811.00	124801
7722	RIEKE, BENJAMIN & ROXANNE	08/09/2024	Regular	0.00	400.00	124858
2125	RIEKE, BENJAMIN	08/02/2024	EFT	0.00	30.00	17300
1211	ROKEH, JASON	08/02/2024	EFT	0.00	30.00	17301
7717	ROLFES, LANA	08/02/2024	Regular	0.00	800.00	124833
2201	RUNNING SUPPLY, INC	07/26/2024	EFT	0.00	169.55	17215
2201	RUNNING SUPPLY, INC	08/02/2024	EFT	0.00	261.53	17302
2201	RUNNING SUPPLY, INC	08/09/2024	EFT	0.00	61.98	17378
2470	SANDGREN, KAYLYNN	08/02/2024	EFT	0.00	30.00	17303
2248	SCOTT'S TREE SERVICE	07/26/2024	EFT	0.00	1,200.00	17216
4939	SCP DISTRIBUTORS LLC	08/02/2024	EFT	0.00	149.04	17304
4939	SCP DISTRIBUTORS LLC	08/09/2024	EFT	0.00	2,472.99	17379
4641	SDSU	07/26/2024	Regular	0.00	300.00	124803
0137	SHERWIN WILLIAMS	08/02/2024	Regular	0.00	140.98	124834
4009	SKY PRINTING, INC.	07/26/2024	Regular	0.00	55.22	124804
3495	SMSU	07/26/2024	EFT	0.00	400.00	17217
3495	SMSU	08/02/2024	EFT	0.00	1,020.00	17305
3433	SNYDER, LYLE	08/02/2024	EFT	0.00	1.50	17306
4855	SOUTHERN GLAZER'S	07/26/2024	EFT	0.00	8,393.21	17218
4855	SOUTHERN GLAZER'S	08/02/2024	EFT	0.00	7,320.39	17307
4855	SOUTHERN GLAZER'S	08/09/2024	EFT	0.00	19,576.15	17380
2309	SOUTHWEST COACHES INC	08/02/2024	EFT	0.00	1,575.00	17308
2311	SOUTHWEST GLASS CENTER, INC	08/02/2024	EFT	0.00	62.00	17309
3022	SOUTHWEST HEALTH & HUMAN SERVICES	08/02/2024	Regular	0.00	10.00	124835
2318	SOUTHWEST SANITATION INC.	08/09/2024	EFT	0.00	4,156.01	17381
7642	SPIRALEDGE, INC	08/02/2024	EFT	0.00	115.89	17310
1334	ST AUBIN, GREGORY	08/02/2024	EFT	0.00	30.00	17311
7711	ST AUBIN, LILIANA	08/02/2024	Regular	0.00	100.00	124836
6613	STAGE LIGHTING STORE, LLC	08/02/2024	Regular	0.00	1,328.00	124837
1659	STELTER, GEOFFREY	08/02/2024	EFT	0.00	30.00	17312
1350	STENSRUD, PRESTON	08/02/2024	EFT	0.00	30.00	17313
7708	STRAND HOME SERVICES	07/26/2024	Regular	0.00	216.00	124805
7654	SUMMIT LOCATIONS LLC	07/26/2024	Regular	0.00	120.10	124806
2381	SUPERIOR SIGNALS INC	07/26/2024	Regular	0.00	659.00	124807
1378	SWANSON, GREGG	08/02/2024	EFT	0.00	30.00	17314
6277	TALKING WATERS BREWING CO, LLC	08/02/2024	EFT	0.00	820.00	17315
7719	TEKIELA, STAN	08/09/2024	Regular	0.00	670.50	124859
2428	TITAN MACHINERY	08/02/2024	EFT	0.00	454.80	17316
2428	TITAN MACHINERY	08/09/2024	EFT	0.00	4.95	17382
2429	TKDA	08/02/2024	EFT	0.00	42,029.58	17317
6389	TOWNE & COUNTRY EXCAVATING LLC	07/26/2024	EFT	0.00	2,500.00	17219
7184	TRANSAX/GATEWAY	08/05/2024	Bank Draft	0.00	20.20	DFT0004163
6786	TRUCK CENTER COMPANIES EAST LLC	08/02/2024	EFT	0.00	1,298.40	17318
6786	TRUCK CENTER COMPANIES EAST LLC	08/09/2024	EFT	0.00	51.19	17383
6156	TRUE BRANDS	07/26/2024	EFT	0.00	449.48	17220
6156	TRUE BRANDS	08/02/2024	EFT	0.00	35.88	17319

Check Report

Date Range: 07/26/2024 - 08/12/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
6156	TRUE BRANDS	08/09/2024	EFT	0.00	130.06	17384
1423	TRUEDSON, SCOTT	08/02/2024	EFT	0.00	30.00	17320
5106	ULINE	07/26/2024	EFT	0.00	854.10	17221
6126	UNITED COMMUNITY ACTION PARTNERSHIP	07/26/2024	EFT	0.00	11,400.00	17222
6126	UNITED COMMUNITY ACTION PARTNERSHIP	08/02/2024	EFT	0.00	7.50	17321
2497	UNIVERSITY OF MINNESOTA EXTENSION SERVIC	08/02/2024	Regular	0.00	356.25	124838
4402	UPS	07/26/2024	Regular	0.00	7.91	124808
2499	US BANK	08/02/2024	EFT	0.00	2,150.00	17322
2499	US BANK	08/09/2024	EFT	0.00	500.00	17385
2511	USA BLUE BOOK	07/26/2024	EFT	0.00	208.46	17223
3443	VALIC DEFERRED COMP	08/02/2024	Bank Draft	0.00	1,055.77	DFT0004144
3443	VALIC DEFERRED COMP	08/02/2024	Bank Draft	0.00	1,396.15	DFT0004145
1448	VANLEEUWE, SARA J.	08/02/2024	EFT	0.00	70.00	17323
4489	VERIZON WIRELESS	07/26/2024	EFT	0.00	440.13	17224
4489	VERIZON WIRELESS	08/02/2024	EFT	0.00	1,453.79	17324
4489	VERIZON WIRELESS	08/09/2024	EFT	0.00	35.01	17386
6113	VERSA-VEND VENDING INC	07/26/2024	EFT	0.00	228.36	17225
0164	VESSCO, INC	08/02/2024	EFT	0.00	4,478.74	17325
6694	VESTIS GROUP, INC.	08/09/2024	Regular	0.00	79.46	124860
2538	VIKING COCA COLA BOTTLING CO.	07/26/2024	EFT	0.00	497.05	17226
2538	VIKING COCA COLA BOTTLING CO.	08/02/2024	EFT	0.00	398.55	17326
2538	VIKING COCA COLA BOTTLING CO.	08/09/2024	EFT	0.00	884.91	17387
4594	VINOCOPIA INC	07/26/2024	EFT	0.00	848.00	17227
6085	VOYA - INVESTORS CHOICE	08/02/2024	Bank Draft	0.00	4,243.26	DFT0004154
6791	WALMART	07/26/2024	Regular	0.00	122.94	124809
6791	WALMART	08/02/2024	Regular	0.00	276.62	124839
6791	WALMART	08/09/2024	Regular	0.00	179.12	124861
6173	WERCK, COLE	07/26/2024	Regular	0.00	700.00	124810
2632	ZIEGLER INC	07/26/2024	EFT	0.00	545.16	17228
2632	ZIEGLER INC	08/02/2024	EFT	0.00	247.60	17327
2632	ZIEGLER INC	08/09/2024	EFT	0.00	287.99	17388

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	139	84	0.00	263,086.56
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	33	33	0.00	219,092.76
EFT's	409	212	222.56	1,673,735.30
	581	329	222.56	2,155,914.62

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	139	84	0.00	263,086.56
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	33	33	0.00	219,092.76
EFT's	409	212	222.56	1,673,735.30
	581	329	222.56	2,155,914.62

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	7/2024	312,321.87
999	POOLED CASH FUND	8/2024	1,843,592.75
			2,155,914.62

**CITY OF MARSHALL, MINNESOTA
PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS**

8/12/2024

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2022 Prior Payments	2023 Prior Payments	2024 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE	
CH1	494-43300-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	749,360.00	5,779,560.00	66,794.00			11,822.00	-	100.00%	
ST-009	481-43300-55170	3/14/2023	W. Lyon Street/N. 3rd Street Reconstruction	R & G Construction Co.	3,845,497.31	(67,734.09)	3,777,763.22		3,518,016.32	259,746.90	-	-	100.00%	
PK-092	481-45200-55120	4/11/2023	Amateur Sports Center Shelter & Storage-Ball Field	Doom & Cuypers Construction, Inc.	171,642.00	6,078.00	177,720.00		177,000.00	720.00	-	-	100.00%	
AP-007	480-43400-55170	2022	Crack Filling w/Sealcoat	City Staff - Street/Airport	75,000.00		75,000.00	51,540.63				23,459.37	68.72%	
AP-003	482-43400-55120	2/13/2024	SRE Building	Sussner Construction	2,913,100.00		2,913,100.00			429,188.43	22,588.87	2,461,322.70	15.51%	
ST-012	482-43300-55170	2/27/2024	S Whitney (E College to Jean)	D & G Excavating	1,565,706.60		1,565,706.60			491,663.55	236,469.50	38,322.79	48.95%	
ST-001	101-43300-53425	3/26/2024	Chip Seals	Pearson Bros., Inc.	132,504.60		132,504.60					132,504.60	0.00%	
ST-002	495-43300-55170	3/26/2024	Bituminous Overlay on Various City Streets	Central Specialties Inc.	587,422.58		587,422.58			523,278.81	33,400.77	30,743.00	94.77%	
ST-010	482-43300-55170	4/23/2024	Lyon Circle Reconstruction	A&C Excavating, LLC	161,580.80		161,580.80				79,801.42	4,200.08	77,579.30	51.99%
PK-015	482-45200-55170	4/23/2024	Independence Park parking lot (back)	Towne & Country Excavating LLC	197,216.00		197,216.00			182,156.80	9,587.20	5,472.00	97.23%	
					<u>14,679,869.89</u>	<u>687,703.91</u>	<u>15,367,573.80</u>	<u>118,334.63</u>	<u>3,695,016.32</u>	<u>1,886,754.49</u>	<u>316,270.92</u>	<u>119,921.71</u>	<u>3,530,331.73</u>	

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Karla Drown
Meeting Date:	Monday, August 12, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Resolution Approving the amendments to the 2024 Fee Schedule
Background Information:	<p>Attached are the proposed amendments to the 2024 Fee Schedule.</p> <p>The Ways & Means Committee reviewed these amendments to the Fee Schedule at their meeting on Tuesday, May 21, 2024. The Ways & Means Committee is recommending these items be moved to Council for discussion and approval amending the 2024 Fee Schedule.</p> <p>The recommended changes are shown in the redlined document as attached.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	Approving Resolution 24-074 amending specific fees to be charged by the City of Marshall.



MARSHALL
CULTIVATING THE BEST IN US

2024 FEE SCHEDULE

Approved 12/12/2023

Amended 8/12/2024

Finance charge: 1.5% per month on unpaid balance of City bills after 30 days from date of 1st billing

ASSESSING DEPARTMENT

	<u>Fee/Charge</u>	
Copies	\$ 0.25	Per Side
Sales Summary	\$ 10.00	Each
Apartment List	\$ 15.00	
Ownership Searches	\$ 4.00	Per Parcel
Yearly Subscription Rate	\$ 75.00	

CLERK

	<u>Fee/Charge</u>	
Brewer Tap Room	\$ 500.00	Annual
Club License	\$ 275.00	Annual
Consumption & Display	\$ 130.00	Annual
	\$ 25.00	1 Day
On-Sale Liquor License	\$ 3,000.00	Annual
Financial Background (on-sale liquor)	Charged at rate of 3rd Party Vendor	
Off-Sale 3.2% Malt Liquor	\$ 90.00	Annual
On-Sale 3.2% Malt Liquor	\$ 250.00	Annual
Sunday Liquor	\$ 200.00	Annual
Temporary On-Sale Liquor	\$ 30.00	Per Day
Temporary On-Sale 3.2% Malt Liquor	\$ 30.00	Per Day
	\$ 50.00	Month
Tobacco License	\$ 150.00	Annual
Wine License	\$ 600.00	Annual
Dangerous Animals	\$ 150.00	Annual
Pick-up (Animal at large)	\$ 10.00	
Board	\$ 10.00	Per Day
Animal at Large	\$ 90.00	
No City License	\$ 90.00	
Rabies Vaccination not current	Court	
Disturbing the Peace	Court	
Garbage & Refuse Haulers	\$ 160.00	Annual
Special Vehicle Permit	\$ 35.00	Annual
Non-profits Exempt (must provide certification)		
Taxicabs	\$ 100.00	Annual
	\$ 25.00	Per Additional Vehicle
Transient Merchant	\$ 30.00	Per Month
	\$ 160.00	Semiannual
	\$ 315.00	Annual
Mobile Food Units/Food Carts	\$ 150.00	Annual
Refunding of License Fee	20% of fee up to a maximum of \$100.00	
Administrative Citation Fee		
Filing Fee	\$ 150.00	
Hearing Officers	\$ 150.00	Per Hour

ADMINISTRATION & HUMAN RESOURCES

Copies \$ 0.25 Per Side
Administrative Fee for Retiree Insurance (*Health/Dental*) 2% of total cost to the City

City Hall Conference Room Rental
Half Day (4 hours or less) \$ 25.00
Full Day (4 hours or more) \$ 50.00
After 4:30 PM \$ 50.00 Plus \$20/Per Hour (One hour charge minimum)

Administrative Citation Fine \$ 100.00
(Against all ordinances, unless otherwise stated)

FINANCE

Assessment Searches \$ 15.00
Returned check for all City departments \$ 30.00
Business Tax Abatement Application \$ 750.00
Administrative charge (i.e., mowing, snow, etc.) \$ 25.00

COMMUNITY SERVICES

Private Events-Electricity Hookup \$ 100.00 Per Day/Per Vendor
Collapsible Picnic Tables \$ 15.00 Per Table/Per Day
Tents 20 x 20 \$ 300.00 Weekend \$250.00
\$ 250.00 Per Day \$200.00
Tents 20 x 30 \$ 300.00 Weekend \$250.00
\$ 250.00 Per Day \$200.00
Concessions Trailer \$ 300.00 Per Day ServSafe Manager Certification required
Vandalism Clean-up/Repairs \$ 55.00 Per Hour/Per Staff

Parks

Shelter Rent \$ 60.00 \$50.00
Park Gazebo Rent \$ 30.00 \$30.00
Band Shell Rent \$ 200.00 Per Day \$100.00
Moving Liberty Park Benches for Events \$ 100.00

Ballfields

Channel Parkway Complex \$ 100.00 Per Day \$100.00
\$ 150.00 2 Days \$100.00
Amateur Sports Complex \$ 250.00 Per Day \$100.00
\$ 200.00 2 Days \$100.00
One Ballfield \$ 80.00 Per Day \$100.00
Independence Park Youth Ballfields \$ 80.00 Per Day/ONE Field/No Lights \$100.00
(2 Fields: 1 Lighted & 1 Not Lighted) \$ 100.00 Per Day/One Field/Lighted \$100.00
\$ 125.00 Per Day/Two Fields/One Field Lighted
American Legion Field Ballfield \$ 200.00 Per Day/Without Lights \$100.00
\$ 300.00 Per Day/With Lights \$100.00
Legion Field Park Youth Ballfields \$ 50.00 Per Day \$50.00
Justice Park Youth Baseball/Softball Field \$ 50.00 Per Day \$50.00

Aquatic Center

Marshall Aquatic Center (min. 25 people)

Fee/Charge

\$	150.00	Per Hour &
\$	6.00	Per Person

Stage Rental

Damage Deposit

Fee/Charge

\$	500.00	
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Call-Back

\$	55.00	Per Hour
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Basic Unit; 24x20 ft., set-up and take down

Marshall non-profit business or agency

\$	350.00	
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Marshall for profit business or agency

\$	450.00	
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All others

\$	800.00	
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Basic Unit; plus additional 16x4 ft., set-up and take down

Marshall non-profit business or agency

\$	500.00	
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Marshall for profit business or agency

\$	700.00	
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All others

\$	1,600.00	
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Studio 1 TV

DVD

Fee/Charge

\$	15.00	Includes Tax
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CD

\$	5.00	
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CD w/Printed Cover

\$	10.00	
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Filming w/Certification

\$	50.00	Per Day
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Editing w/Certification

\$	15.00	Per Hour
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Certification Training

\$	100.00	
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Student (high school & full-time post secondary)

\$	30.00	Per Hour
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Park Land Development

For any residential or commercial subdivision of property after March 10, 2009, upon initial sale

Residential Lot

\$	500.00	Per Lot
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Commercial Lot

2% Of gross unimproved value per commercial lot

Telecommunication

Application & Permit fee

Fee/Charge

\$	1,500.00	Plus
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\$	2.00	Per Lineal Foot from point of initiation to point of termination for the use of City owned right-of-way
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Adult Community Center

Copies

Fee/Charge

\$	0.25	Per Side
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Oaktree & Wildflower Rooms

\$	30.00	Per Hour
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Deposit

\$30.00

Prairie Winds Dining Area - MASC personal use only

\$	35.00	Per Hour
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\$100.00

Prairie Winds Dining Area - general public

\$	80.00	Per Hour
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\$100.00

Kitchen - Serving only

\$	40.00	Per Hour
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\$50.00

Projection & Sound system

\$	25.00	Per Event
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Red Baron Arena and Expo Center

	<u>Fee/Charge</u>	
Video Board usage for events	\$ 300.00	Per Event
Plus Staff time	\$ 30.00	Per Hour Per Staff
Skate Sharpening	\$ 5.00	

Ice Rink

	<u>Fee/Charge</u>	
Open Rate	\$ 150.00	Per Hour
10 or more hours booked at one time	\$ 130.00	Per Hour
30 or more hours booked at one time	\$ 120.00	Per Hour
Marshall Community Services	\$ 75.00	Per Hour
Marshall High School	\$ 75.00	Per Hour
<i>(Marshall High School will not be charged ice time during high school games or tournaments)</i>		
Southwest Figure Skating Club	\$ 75.00	Per Hour
Marshall Area Hockey Association (MAHA)		Per Agreement
Off season (June 1–August 31)(Saturday and Sunday)	\$ 80.00	Per Hour
Ice Painting Equipment	\$ 250.00	Per Day

Expo/Meeting Room

	<u>Fee/Charge</u>	
Full day expo floor rental for wedding event	\$ 1,400.00	Per Day
Caterer within Marshall city limits	\$ 1,250.00	Per Day
Full day expo floor rental	\$ 1,250.00	Per Day
Expo floor rental (April 1 - October 1)	\$ 200.00	Per Hour
Event SETUP (8am-5pm)	\$ 250.00	Per Day
Event SETUP (after 5pm)	\$ 55.00	Per Hour
Event CLOSURE (after 5pm)	\$ 55.00	Per Hour
Club Room	\$ 400.00	Per Day or Event
	\$ 80.00	Per Hour
Meeting Room	\$ 200.00	Per Day
	\$ 30.00	Per Hour

PUBLIC SAFETY DEPARTMENTS**Fire Department**

	<u>Fee/Charge</u>	
Fire/Rescue Calls (Outside city limits)*	\$ 1,000.00	
Fire/Rescue Calls (Within city limit)*	\$ 750.00	
<i>*After 5 hours on scene, incident billing will follow the Southwest/West Central Fire Department Association Mutual Aid Agreement</i>		
Hazardous Materials Trailer	\$ 750.00	Plus supplies & materials used
Pumping Fuel or Gas (48 hours to pick up)**	\$ 1.00	Per Gallon in and out (48 hours to pick up)
<i>**If not picked up within 48 hours, owner will be assessed cost of Hazardous waste disposal contractor to dispose of waste</i>		
Natural Gas line hits	\$ 750.00	Per Call
Automatic fire alarm activation***	\$ 750.00	Per Call
<i>***(3rd call and after, within 72 hour period OR 3 business days, until functional)</i>		
Education Trailer (to all departments)	\$ 150.00	Per Day
Fire Chief's call for service (officer's pages)	\$ 100.00	Per Hour

Calls that are caused by negligence, or lasting longer than 5 hours on scene*, will be billed out on cost basis of equipment and manpower:

**After 5 hours on scene, incident billing will follow the Southwest/West Central Fire Dept. Association Mutual Aid Agreement for all departments that were called for mutual aid.*

Fire Equipment

	<u>Fee/Charge</u>
Rescue Truck	\$ 125.00 Per Hour
1500 GPM Engine	\$ 295.00 Per Hour
1000 GPM Engine	\$ 200.00 Per Hour
Ladder Truck	\$ 750.00 For Initial First Hour \$ 250.00 Per Hour thereafter
Tanker	\$ 160.00 Per Hour
Grass Rig	\$ 125.00 Per Hour
Haz-Mat Trailer	\$ 125.00 Per Hour
Water Auger with Engine or Tanker	\$ 150.00 Per Hour
UTV	\$ 85.00 Per Hour
Each firefighter responding to the call for service	\$ 25.00 Per Hour
Mileage to organizations outside the Southwest/West Central Fire Department Mutual Aid	\$ 1.75 Per Mile

Any equipment/tools damaged/destroyed due to the call for service will be assessed at actual cost to the owner or responsible party of the call for service.

Supplies: (Billed out at cost incurred)

	<u>Fee/Charge</u>
AFFF Foam	\$ 150.00 Per Pail
AR-AFFF Foam	\$ 200.00 Per Pail
Floor Dry	\$ 15.00 Per Bag
55 Gallon steel barrel with metal lid	\$ 135.00 Per Barrel
8"x10' absorbent boom	\$ 145.00 Per Boom
4' X 8' Plywood	\$ 25.00 Per Sheet

Police Department

	<u>Fee/Charge</u>
Police Records	\$ 0.25 Per Side
DVD/CD of Photos, Videos and Audio	\$ 20.00 Each
False Alarm Call (after 3rd)	\$ 60.00
Residence Check	
First three checks	\$ 40.00
After 3rd check	\$ 10.00
Towing Administration Fee	\$ 15.00
Storage	\$ 25.00 Per Day
Opening Car Door	\$ 50.00
In-house Background Check	\$ 20.00
Funeral Escorts (3 or more Officers)	\$ 150.00
Bank Escorts	\$ 50.00

Parking Violations

	<u>Fee/Charge</u>	<u>After 10 Days</u>
Prohibited Parking	\$ 20.00	\$ 30.00
Double Parking	\$ 20.00	\$ 30.00
Blocking Driveway	\$ 20.00	\$ 30.00
No Parking Zone	\$ 20.00	\$ 30.00
Blocking Alley	\$ 20.00	\$ 30.00
Parking in Alley	\$ 20.00	\$ 30.00

MERIT Center

<u>Classroom</u>	Room A or B		Room A & B	
	<u>1/2 Day</u>	<u>Full Day</u>	<u>1/2 Day</u>	<u>Full Day</u>
Public Safety/Non-Profit	\$ 30.00	\$ 50.00	\$ 50.00	\$ 75.00
Business	\$ 75.00	\$ 100.00	\$ 100.00	\$ 125.00

Props & Simulators

	<u>Fee/Charge</u>
Public Safety/ Non-Profit	\$ 35.00 Per Item Per Day
Business	\$ 50.00 Per Item Per Day

Driving Course

	<u>1/2 Day</u>	<u>1/2 Day Hourly</u>	<u>Full Day</u>	<u>Full Day Hourly</u>
Government/Non-Profit	\$ 120.00	\$ 20.00	\$ 200.00	\$ 35.00
Business	\$ 200.00	\$ 30.00	\$ 300.00	\$ 50.00

Rate Categories

Public Safety : training of police, fire, ambulance, hazardous material teams, etc.

Non-Profit : training for entities such as civic, charitable, service clubs, government organizations, etc.

Business : training for private individuals, organizations, and businesses of any kind.

Marshall Community Services Drivers Education Program Fees and Rates set by separate agreement.

Administrative Services \$ 100.00
(Managing class participants, ordering/delivering food, etc.)

PUBLIC WORKS DEPARTMENTS

Airport

T-Hangar Rent

Fee/Charge

Base Rates

1708 & 1710 units; 1044 sq. ft.	\$ 130.00	Per Month
1712 units; 1235 sq. ft.	\$ 160.00	Per Month
Winch; if available and desired in hangar	\$ 10.00	Per Month
Electric service for Heater	\$ 10.00	Per Month
Full Enclosed	\$ 25.00	Per Month

T-Hangar 1708

Unit 1 ; 40.5' bi-fold door, 13.67' tail ht, heated, enclosed	\$ 165.00	Per Month
Unit 2-8 ; 40.5' bi-fold door, 13.67' tail ht	\$ 130.00	Per Month

T-Hangar 1710

	<u>Fee/Charge</u>	
Units 1, 6; 40.5' bi-fold door, 13.67' tail ht	\$ 140.00	Per Month (includes winch)
Units 2-5, 7-8; 40.5' bi-fold door, 13.67' tail ht	\$ 130.00	Per Month

T-Hangar 1712

Unit 1; 43.45' bi-fold door, 13.67' tail ht, heated, enclosed	\$ 195.00	Per Month
Units 2,4; 43.45' bi-fold door, 13.67' tail ht, enclosed	\$ 185.00	Per Month
Units 3,5,6; 43.45' bi-fold door, 13.67' tail ht, enclosed	\$ 195.00	Per Month (includes winch)

(These rates are for governmental agencies only. For non-governmental entities, multiply rate by 1.5.; With Operator)

Oshkosh/FWD 24' Snow Plow with Batwings	\$ 150.00	Per Hour
Oshkosh Blower	\$ 150.00	Per Hour
Oshkosh Airport Runway Broom (18-ft.)	\$ 150.00	Per Hour
Dump Truck	\$ 125.00	Per Hour
Skid Loader	\$ 125.00	Per Hour

Community Planning

Fee/Charge

NOTE: Building Permit Applications are subject to Minnesota State Surcharge per Minnesota Statute.

HVAC License	\$ 50.00	Bi-Annual
Rental Registration Per Building	\$ 100.00	Bi-Annual

Building/Plumbing/Sign Permit Application

Fee/Charge

Total Valuation

Up to \$500.00	\$ 22.00	
\$501.00 - \$2,000.00	\$ 22.00	First \$500 +
	\$ 3.40	Each Add 'l \$100 or fraction thereof
\$2,001.00 - \$25,000.00	\$ 73.00	First \$2,000 +
	\$ 12.50	Each Add 'l \$1,000 or fraction thereof
\$25,001.00 - \$50,000.00	\$ 360.50	First \$25,000+
	\$ 8.90	Each Add 'l \$1,000 or fraction thereof
\$50,001.00 - \$100,000.00	\$ 583.00	First \$50,000+
	\$ 6.80	Each Add 'l \$1,000 or fraction thereof
\$100,001.00 - \$500,000.00	\$ 923.00	First \$100,000+
	\$ 5.25	Each Add 'l \$1,000 or fraction thereof
\$500,001.00 - \$1,000,000.00	\$ 3,023.00	First \$500,000+
	\$ 4.75	Each Add 'l \$1000 or fraction thereof
\$1,000,001.00 and up	\$ 5,398.00	First \$1,000,000+
	\$ 3.70	Each Add 'l \$1000 or fraction thereof

Community Planning Department staff reserves the right to establish construction valuation based on the Building Permit Valuation Policy (See Appendix C)

	<u>Fee/Charge</u>
Minimum Permit Valuation	\$ 100.00 of calculated fees
Demolition Permit	35%

Fee/Charge

Investigation Fee (when work is started prior to obtaining a Permit)

First Violation	25% of building permit fee OR
	\$ 50.00 whichever is greater
Consecutive Violations	50% of building permit fee OR
	\$ 100.00 whichever is greater
Second Re-inspection of the same item (building permit)	\$ 100.00
Valid Complaint Based Rental Inspection	\$ 200.00
Rental Re-inspection (repairs not complete prior to deadline)	\$ 400.00 Plus Time
Copy of Prior Permit or Certificate of Occupancy	\$ 5.00
Plan Review	
Commercial Projects	65% of building permit fee
New one & two Family Dwelling	35% of building permit fee

WWTF Sanitary Sewer Connection Permit Application

Nominal Size of Sanitary Sewer Pipe	Connect +	Inspection =	Total
Exiting the Building	(WWTF)	(Bldg. Insp.)	
4"	200.00	50.00	\$ 250.00
6"	575.00	50.00	\$ 625.00
> 6"	2,000.00	50.00	\$ 2,050.00

Planning Commission Action Request Application

Fee/Charge

Escrow

Escrow will be used for direct costs incurred by the City of Marshall. The difference will be refunded if OVER \$5 or billed if OVER \$50.

Variance Adjustment Permit	\$ 300.00	\$ 300.00
Conditional Use Permit	\$ 300.00	\$ 300.00
Interim Use Permit	\$ 300.00	\$ 300.00
Vacation of Zoning Permit	\$ 100.00	
Moving a House into Town Permit	\$ 300.00	\$ 300.00
Map Amendment (Rezoning) Application	\$ 300.00	\$ 300.00
Zoning Ordinance Amendment Application	\$ 300.00	
Subdivision Platting		
Preliminary Plat		\$ 300.00
Final Plat	\$ 70.00 Per Acre (\$225.00 Minimum)	\$ 300.00
	(if Separate from Preliminary)	
	\$ 50.00 Per Acre (\$75.00 Minimum)	
Planned Unit Development (PUD) (excludes platting fee)	\$ 200.00 Per Acre	\$ 300.00
Base Map Updating (whichever is greater)	\$ 5.00 Per Lot	
	\$ 15.00 Per Acre	
Zoning Letter	\$ 25.00	

Direct costs include but are not limited to:

- 1) Administration Fee \$10;
- 2) Publications;
- 3) Postage;
- 4) Recording (Excludes Staff Cost);
- 5) Parcel Search

Engineering

Fee/Charge

RTVision BidVAULT Electronic Bidding Fee	\$25.00 + 3rd Party Payment Processing Fee
<i>Fee collected and administered by RTVision</i>	

<u>Overweight Load Permit</u>	<u>Fee/Charge</u>	
Single Trip	\$ 50.00	Per Vehicle
Annual from application date		
<= 6 Axles/90,000 lbs.	\$ 300.00	Per Vehicle
> 6 Axles/90,000 lbs.	\$ 500.00	Per Vehicle
Annexation Application	\$ 200.00	\$ 200.00
Vacation of Public Rights of Way/Public Easements Application	\$ 200.00	\$ 200.00
Moving on Public Right of Way Permit Application	\$ 50.00	

<u>Copying/Plotting/Printing (No Charge if under \$5)</u>	<u>Fee/Charge</u>	
Small Scale Copies (8½ x 11, 8½ x 14, 11 x 17)	\$ 0.25	Per Side
Small Scale Plots/Prints (8½ x 11, 8½ x 14, 11 x 17)	\$ 0.60	Per Sheet
Large Scale (18 x 24 and larger)	\$ 3.00	Per Square Foot

<u>Aerial Photo Printing (No charge if under \$5)</u>	<u>Fee/Charge</u>	
8½ x 11	\$ 2.00	
11 x 17	\$ 5.00	
Large Scale Prints	\$ 4.00	Per Square Foot

<u>City Right of Way Permits</u>	<u>Fee/Charge</u>	
Deposit is refundable less costs for repair- Billed extra if direct costs exceed deposit		
Utility Companies-Post Yearly	\$ 5,000.00	Bond
Excavation in Row Permit	\$ 400.00	Deposit plus
	\$ 50.00	Inspection
Driveway Permit	\$ 300.00	Deposit plus
	\$ 50.00	Inspection
Sidewalk Permit	\$ 50.00	Inspection
Investigation Fee (when work is started prior to obtaining Permit)	\$ 50.00	
City Sidewalk Cost Participation	\$ 2.50	Per Square Foot (Not to exceed \$750)
Private Events-Electricity Hookup	\$ 100.00	Per Day/Per Vendor

<u>Special Projects</u>	<u>Fee/Charge</u>	
Standard Engineering for Special Assessment Projects		16% (Construction Cost + Contingencies)
Engineer (Registered)	\$ 200.00	Per Hour
Assistant Engineer	\$ 160.00	Per Hour
Senior Engineering/Specialist	\$ 140.00	Per Hour
Engineering Technician/Specialist	\$ 100.00	Per Hour
Building Official	\$ 140.00	Per Hour
Building Inspector	\$ 100.00	Per Hour
Administrative Assistant	\$ 100.00	Per Hour
Office Assistant/Receptionist	\$ 85.00	Per Hour
GPS Survey	\$ 150.00	Per Hour

Watermain Tapping & Water Meters (Refer to Marshall Municipal Utilities for application and fees.)
(Equipment hourly rate/not including operator). Add \$55.00/hour for operator.

Storm Sewer Connection Permits

(Inside Diameter of Sewer Service Pipe Entering the Building)	Connect +	Inspection =	Total
4" Gravity	100.00	30.00	\$ 130.00
6" Gravity	120.00	30.00	\$ 150.00
8" Gravity	200.00	60.00	\$ 260.00
10" Gravity	360.00	60.00	\$ 420.00
12" or > Gravity	500.00	90.00	\$ 590.00
1 1/2" Force	100.00	30.00	\$ 130.00
2" Force	120.00	30.00	\$ 150.00
3" Force	140.00	60.00	\$ 200.00
4" Force	160.00	60.00	\$ 220.00

Municipal Separate Storm Sewer System (MS4)

Surface Water Management MS4 Construction Plan Review

<u>Drainage/Land Disturbance Application</u>	<u>Fee/Charge</u>
Site more than 2,000 sq. ft. and less than 5,000 sq. ft.	\$ 50.00
Site 5,000 sq. ft. to one (1) acre	\$ 150.00
Site one (1) acre to five (5) acres	\$ 300.00
Site greater than five (5) acres	\$ 500.00

Administrative Fines for Violations of City Code Chapter 30 Environment

<u>Administrative Offense</u>	<u>Fee/Charge</u>
<u>Illicit Discharges and Connections</u>	
Illicit Discharge to Storm water System (Minor)	\$ 50.00
Illicit Discharge to Storm water System (Major)	\$ 1,000.00
Illicit Connection to Storm water System (Minor)	\$ 30.00
Illicit Connection to Storm water System (Major)	\$ 1,000.00
Failure to Report a Spill	\$ 300.00
Failure to Cleanup a Spill	\$ 300.00
Failure to Respond to a Notice of Violation	\$ 100.00

<u>Construction Site Erosion/Sediment Control Violations</u>	<u>Fee/Charge</u>
Site Dewatering	\$ 200.00
Waste and Material Disposal	\$ 100.00
Tracking (Minor)	\$ 100.00
Tracking (Major)	\$ 500.00
Drain Inlet Protection	\$ 100.00
Site Erosion Control (Minor)	\$ 500.00
Site Erosion Control (Major)	\$ 1,000.00
Failure to Provide/Maintain Concrete Washout Facility	\$ 200.00
Failure to Respond to a Notice of Violation	\$ 100.00
Failure to Conduct/Document Site inspections	\$ 100.00
Failure to Maintain SWPPP/Inspection Documents	\$ 100.00

Post Construction Structural Storm water BMP Violations

	<u>Fee/Charge</u>
Failure to Perform Proper Maintenance (Minor)	\$ 500.00
Failure to Perform Proper Maintenance (Major)	\$ 1,000.00
Unauthorized Removal or Alterations to BMPs (Minor)	\$ 500.00
Unauthorized Removal or Alterations to BMPs (Major)	\$ 1,000.00
Failure to Submit/Maintain Maintenance Records	\$ 100.00

SURFACE WATER MANAGEMENT UTILITY

	<u>Fee/Charge</u>
Minimum fee or below, whichever is greater	\$ 6.25 Per Month
Single Family Residential (Classification 1) Flat rate	\$ 6.25 Household Per Month
Two-Family Residential (Classification 2)	\$ 24.71 Per Acre Per Month
Manufactured Housing (Classification 3)	\$ 35.01 Per Acre Per Month
Industrial, Multi-Family, Railroad Right-of-Way (Classification 4)	\$ 42.47 Per Acre Per Month
Commercial/Office/Parking (Classification 5)	\$ 54.44 Per Acre Per Month
Vacant (Classification 7)	\$ 2.96 Per Acre Per Month
Agricultural (Classification 8)	\$ 0.74 Per Acre Per Month

Five-Year Rate Projections (See Appendix A)

Street

	<u>Fee/Charge</u>
Weed/Mowing/Snow/Nuisance Enforcement	\$ 55.00 + Direct Costs

(These rates are for governmental agencies only. For non-governmental entities, multiply rate by 1.5.)

*(Equipment hourly rate/not including operator). Generally we will use City employees. Add-\$55.00/hour for operator.

*Elgin Sweeper	\$ 125.00 Per Hour
*Cat/John Deere Front-End Loader	\$ 125.00 Per Hour
*Tractor-Loader Backhoe	\$ 125.00 Per Hour
*Motor Grader	\$ 125.00 Per Hour
*Cat Loader w/Snow-Go Blower	\$ 150.00 Per Hour
*Truck with Vactor (Catch Basin Cleaning Unit)	\$ 125.00 Per Hour
*Truck with Snowplow	\$ 125.00 Per Hour
*Skid Loader	\$ 125.00 Per Hour
*Dump Truck	\$ 125.00 Per Hour
*Boom Truck	\$ 125.00 Per Hour
*1-Ton	\$ 70.00 Per Hour
*Pick Up	\$ 60.00 Per Hour
Brush Chipper	\$ 70.00 Per Hour
Portable Pumps	\$ 60.00 Per Hour
Barricades - Type II	\$ 5.00 Per Day
Barricades - Type III	\$ 10.00 Per Day
Traffic Control Devices (12 Cones)	\$ 5.00 Per Day Minimum
Operator	\$ 55.00 Per Hour

WASTEWATER

	<u>Fee/Charge</u>	
Residential/Commercial (includes \$1.00 Phosphorus Surcharge	\$ 24.26	Per Month Base Charge
Violation under Sec. 78-73, Marshall Code of Ordinance	\$ 50.00	Monthly Surcharge
Violation under Sec. 78-74, Marshall Code of Ordinance	\$ 100.00	Monthly Surcharge
Domestic	\$ 4.78	Per 1,000 Gallons
Industrial	\$ 3.06	Per 1,000 Gallons
<u>Surcharge by strength as follows:</u>		
Excess CBOD	\$ 333.78	Per 1,000 Pounds
Excess Suspended Solids	\$ 333.59	Per 1,000 Pounds
Excess Phosphorus (industrial)	\$ 6.00	Per Pound

Five-Year Rate Projections (See Appendix B)

Summer sewer rate takes into account the added water usage for lawn and yard sprinkling. For one to four family residential properties, the monthly user charges on the June through November bills shall not exceed the average monthly user charges of the previous February through May billings.

Pretreatment of Industrial Wastewater Violations (Sec. 78-48)

	<u>Fee/Charge</u>
Failure to meet Preliminary Treatment Requirements	\$ 500.00

The City has the right to charge and assess violators for all costs to the City for damages from any discharge or other action in violation of the City ordinance or in violation of a permit issued by the City, including all attorney's fees, court costs, sampling and monitoring expenses, and other expenses associated with enforcement of this section. Administrative fines or other enforcement actions are not considered to be payment of these costs.

When distinguishing between a Major violation and a Minor violation the following considerations shall be used:

1. Potential critical impact on public health or the environment.
2. Potential danger to human life or safety.
3. Continuing nature of violation.
4. Cost of restitution, repair, or remediation exceeds \$1,000.00.
5. Knowing performance of unpermitted activities.

Existence of one or more of the above criteria supports a finding of a Major violation. Enforcement officials must specifically describe the conditions observed to support this determination.

The administrative fine imposed for a second or subsequent violation of the same type by the same person or entity within a 24-month period may double the amount of the previous fine up to a maximum of \$1,000.00

Call-Out

	<u>Fee/Charge</u>
During Business Hours	\$ 55.00 Per Hour
After Business Hours	\$ 125.00 Per Hour

Biosolids Application \$50.00 to \$100.00 Per Acre

Sliding rate based on cost of fertilizer and nutrient quality of biosolids

Porta Potty Waste/Septage \$ 53.55 Per 1,000 Gallons plus \$25.00/load

Leachate \$ 4.82 Per 1,000 Gallons plus \$25.00/load

Equipment Rental

Fee/Charge

(These rates are for governmental agencies only. For non-governmental entities, **multiply rate by 1.5.**)

*(Equipment hourly rate/not including operator.)

Operator	\$	55.00	Per Hour
*Skid Loader	\$	125.00	Per Hour
*Water Truck 3,000 Gal.	\$	125.00	Per Hour
*Dump Truck	\$	125.00	Per Hour
*Semi Tractor Tanker Trailers	\$	125.00	Per Hour
*Pickup	\$	60.00	Per Hour
*Crane Truck	\$	125.00	Per Hour
Jet Vac Truck	\$	150.00	Per Hour With Operator
Sludge Applicator Vac/Pressure Sys.	\$	150.00	Per Hour With Operator
Sewer Camera	\$	150.00	Per Hour With Operator
6" Portable Pumps	\$	60.00	Per Hour
6" Hose 100'	\$	30.00	Per Day
Mileage	\$	1.50	Per Mile Includes Operator

Laboratory Testing Services

Fee/Charge

(Minnesota Pollution Control Agency Permit #0022179)

CBOD	\$	25.20
TSS	\$	12.60
Ph	\$	6.30
Ammonia	\$	21.00
Total Phosphorus	\$	16.80
Fecal Coliform	\$	19.95
Chlorides	\$	15.75
Dissolved Oxygen	\$	10.50

Sump Pump Connections

Fee/Charge

Place seal on valve preventing discharge into sanitary sewer system	\$	25.00	Service Charge
Breaking seal on valve to allow discharge to flow into sanitary sewer system	\$	25.00	Service Charge
Discharge fee when seal is broken on valve	\$	25.00	November 1 - March 31
Unpermitted discharge fee	\$	300.00	

Special Assessment For Street Reconstruction

Fee/Charge

Detailed calculation procedures for special assessments are found in the Special Assessment Policy.

The annual assumptions used in those calculations are as follows:

- | | | |
|--|----|--------------------|
| 1. Standard assessment amount per residential parcel | \$ | 5,850.00 |
| 2. Frontage feet for average residential parcel | | 77 Lineal Foot |
| 3. Area of average residential parcel | | 12,000 Square Feet |
| 4. Standard street width | | 36 Feet |
| 5. Standard street load rating | | 7 Ton |

Interest Rate

Projects Bonded	2.00% Plus Bond Interest Rate
Projects Not Bonded	2.50%

ECONOMIC DEVELOPMENT DEPARTMENT

Fee/Charge

(Government and Non-profit only)

Advertising Kiosk Space (as per agreement)	\$ 250.00 Per Year; 7/1-6/30 (may pro rate)
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SURFACE WATER UTILITY PROJECTIONS

Appendix A

Projected Surface Water Rate Adjustment	Projected Change 2025-2029	2.00% Approximate Level Rate Increases!!!					
		2024	2025	2026	2027	2028	2029
	growth in volume						
Operating Revenues	0.00%	1,310,586	1,336,797	1,363,533	1,390,804	1,418,620	1,446,993
Operating Expenses							
Salaries and benefits		-	-	-	-	-	-
Supplies	0.00%	15,375	15,375	15,375	15,375	15,375	15,375
Equipment Repair & Maintenance	0.00%	15,000	15,000	15,000	15,000	15,000	15,000
Other Repairs and Maintenance	0.00%	25,500	25,500	25,500	25,500	25,500	25,500
Other services and charges	3.00%	354,133	364,757	375,700	386,971	398,580	410,537
Insurance	3.00%	6,182	6,367	6,558	6,755	6,958	7,167
Utilities	5.00%	20,100	21,105	22,160	23,268	24,432	25,653
Depreciation - Existing		670,529	637,003	605,152	574,895	546,150	518,843
Depreciation - New			9,541	48,246	78,341	123,926	130,651
Total Operating Expenses		1,106,819	1,094,648	1,113,692	1,126,105	1,155,921	1,148,726
Operating Income (Loss)		203,767	242,150	249,841	264,699	262,699	298,267
Nonoperating Revenues (Expenses)							
Interest	2.00%	20,974	34,948	31,014	27,232	23,564	14,480
Property taxes		-	-	-	-	-	-
Other Income		3,000	-	-	-	-	-
Special assessments		4,600	-	-	-	-	-
Refunds and reimbursements		-	-	-	-	-	-
Rents		-	-	-	-	-	-
Gain/(loss) on disposal of assets		-	-	-	-	-	-
Interest Expense - existing debt		(162,067)	(135,095)	(115,539)	(96,842)	(79,929)	(65,976)
Interest Expense - new debt		-	(40,640)	(68,776)	(68,776)	(110,361)	(99,782)
Total Nonoperating Revenues (Expenses)		(133,493)	(100,147)	(125,165)	(138,386)	(166,726)	(151,278)
Income (Loss) Before Transfers		70,274	142,002	124,676	126,313	95,973	146,988
Transfers							
Transfers In		-	-	-	-	-	-
Transfers (Out)	0.00%	-	-	-	-	-	-
Total Transfers		-	-	-	-	-	-
Net Income (Loss)		70,274	142,002	124,676	126,313	95,973	146,988
Beginning Cash & Investments		2,167,435	1,747,393	1,550,722	1,361,616	1,178,208	723,999
Net Income		70,274	142,002	124,676	126,313	95,973	146,988
Depreciation		670,529	646,543	653,399	653,236	670,076	649,494
Acquisition and Construction of Assets		(586,227)	(1,461,156)	(1,202,854)	(1,567,551)	(426,750)	(1,036,295)
Proceeds from Long-Term Debt		-	1,161,156	902,854	1,367,551	-	1,036,295
Principal Payments on Long-Term Debt - New		-	-	(98,979)	(179,403)	(302,254)	(312,833)
Principal Payments on Long-Term Debt - Existing		(574,617)	(685,217)	(568,203)	(583,553)	(491,255)	(374,770)
Ending Cash & Investment Balance		1,747,393	1,550,722	1,361,616	1,178,208	723,999	832,878
Minimum Cash & Investment Balance							
Designated for Capital Improvements - Beginning		584,463	502,984	426,493	342,008	359,807	352,553
Annual Capital Reserve Funding (1/3 Deprec.)	1/3	218,520	223,510	215,514	217,800	217,745	223,359
Capital Reserve Used for Improvements/Expansion		(300,000)	(300,000)	(300,000)	(200,000)	(225,000)	-
Adjustment to Capital Reserve		-	-	-	-	-	-
Designated for Capital Improvements - Ending		502,984	426,493	342,008	359,807	352,553	575,911
Designated for Revenue Bonds (following yrs DS)		820,312	823,361	928,574	983,800	853,362	970,768
Net Operating Cash		424,098	300,868	91,033	(165,398)	(481,915)	(713,802)
Unassigned Operating Reserve (25% of Oper. Exp.)		273,662	278,423	281,526	288,980	287,181	287,181
Recommended Minimum Operating Cash		273,662	278,423	281,526	288,980	287,181	287,181
Amount Over (Under) Goal		150,436	22,445	(190,493)	(454,379)	(769,097)	(1,000,983)

		5.00%					
Projected Wastewater Rate Adjustment	Projected Change		5.00%	5.00%	5.00%	5.00%	5.00%
		2024	2025	2026	2027	2028	2029
	growth in volume						
Operating Revenues							
Surcharge Revenues	0.00%	-	-	-	-	-	-
Utility Sewer Charges	0.00%	5,626,349	5,907,667	6,203,050	6,513,203	6,838,863	7,180,806
Pretreatment Charges	0.00%	-	-	-	-	-	-
Other Services and Charges	0.00%	-	-	-	-	-	-
Total Operating Revenues		5,626,349	5,907,667	6,203,050	6,513,203	6,838,863	7,180,806
Operating Expenses							
Salaries and benefits	3.00%	1,366,295	1,407,284	1,449,502	1,492,987	1,537,777	1,583,910
Supplies	4.00%	542,325	564,018	586,579	610,042	634,444	659,821
Repair and maintenance	4.00%	255,760	265,990	276,630	287,695	299,203	311,171
Other services and charges	2.50%	619,507	634,995	650,870	667,141	683,820	700,915
Insurance	3.00%	81,202	83,638	86,147	88,732	91,394	94,135
Utilities	5.00%	280,760	294,798	309,538	325,015	341,266	358,329
Depreciation-Existing		1,725,408	1,639,138	1,557,181	1,479,322	1,405,356	1,335,088
Depreciation-New			42,852	119,980	173,645	559,247	616,486
Total Operating Expenses		4,871,257	4,932,713	5,036,426	5,124,579	5,552,505	5,659,856
Operating Income		755,092	974,954	1,166,624	1,388,624	1,286,358	1,520,950
Non-Operating Revenue (Expenses)							
Special Assessments		-	-	-	-	-	-
Other income (expense)		-	218,076	218,077	218,077	218,077	218,077
Investment earnings (loss)	3.10%	71,587	180,487	215,765	243,442	207,652	232,124
Refunds and reimbursements		19,492	19,492	19,492	19,492	19,492	19,492
Rents		21,390	21,390	21,390	21,390	21,390	21,390
Gain (Loss) on Disposal of Assets - Net		-	-	-	-	-	-
Bond (discount) premium amortization		-	-	-	-	-	-
Bond issuance costs		-	-	-	-	-	-
Interest Expense - existing debt		(200,605)	(170,175)	(144,351)	(120,870)	(102,987)	(92,638)
Interest Expense - new debt			-	(64,534)	(90,257)	(387,177)	(388,044)
Total Non-Operating Revenues		(88,136)	269,270	265,839	291,275	(23,553)	10,401
Income (Loss) Before Transfers		666,956	1,244,224	1,432,463	1,679,898	1,262,805	1,531,351
Operating Transfers							
Transfers In		-	-	-	-	-	-
Transfers Out		(6,180)	-	-	-	-	-
Total Operating Transfers		(6,180)	-	-	-	-	-
Net Income (Loss)		660,776	1,244,224	1,432,463	1,679,898	1,262,805	1,531,351
Beginning Cash & Investments		6,372,755	5,822,159	6,960,155	7,852,982	6,698,453	7,487,857
Net Income		660,776	1,244,224	1,432,463	1,679,898	1,262,805	1,531,351
Depreciation		1,725,408	1,681,990	1,677,160	1,652,967	1,964,602	1,951,574
Acquisition and Construction of Assets		(1,287,564)	(2,080,822)	(1,579,115)	(11,570,047)	(1,719,184)	(2,118,985)
Proceeds from Long-Term Debt		-	1,843,822	892,115	8,722,157	1,184,528	2,118,985
Principal Payments on Long-Term Debt - New		-	-	(157,170)	(238,716)	(990,560)	(1,128,556)
Principal Payments on Long-Term Debt - Existing		(1,649,217)	(1,551,217)	(1,372,627)	(1,400,788)	(912,788)	(780,788)
Ending Cash & Investment Balance		5,822,159	6,960,155	7,852,982	6,698,453	7,487,857	9,061,437
Minimum Cash Balance							
Designated for Capital Improvements - Beginning		3,049,156	2,921,161	3,496,297	3,756,961	1,770,124	2,121,113
Annual Capital Reserve Funding (1/3 Deprec.)	1/3	586,069	575,136	560,663	559,053	550,989	654,867
Capital Reserve Used for Improvements/Expansion		(714,064)	-	(300,000)	(2,545,890)	(200,000)	-
Adjustment to Capital Reserve							
Designated for Capital Improvements - Ending		2,921,161	3,496,297	3,756,961	1,770,124	2,121,113	2,775,980
Designated for Revenue Bonds (following yrs DS)		1,721,392	1,738,682	1,850,631	2,393,512	2,390,026	2,636,792
Net Operating Cash		1,179,605	1,725,176	2,245,391	2,534,817	2,976,718	3,648,664
Unassigned Operating Reserve (40% of Oper. Exp.)		1,973,085	2,014,570	2,049,832	2,221,002	2,263,943	2,263,943
Recommended Minimum Operating Cash		1,973,085	2,014,570	2,049,832	2,221,002	2,263,943	2,263,943
Amount Over (Under) Goal		(793,480)	(289,394)	195,559	313,815	712,775	1,384,722

Community Planning Department Building Permit Valuation Policy

The Community Planning Department reserves the right to set valuations based on the below costs.

Residential Construction (single family through four-plex, wood framed)

New houses^a, additions, and remodelings	Minimum valuation
Finished floor - main	\$105 per SF
Finished floor – 2 nd and above	\$70 per SF
Finished basement/half-basement	\$60 per SF
Semi-finished basement (wall studs, underfloor plumbing)	\$40 per SF
Unfinished basement (fully open, mid-bearing allowed)	\$30 per SF
3-season porch	\$60 per SF
Open/screened porch	\$30 per SF
Roof over patio (patio not included)	\$15 per SF
Attached finished garage	\$40 per SF
Attached unfinished garage	\$35 per SF
Finishing full basement from unfinished	\$25 per SF
Finishing full basement from semi-finished	\$15 per SF
Accessory buildings^e	
Detached garage	\$30 per SF
Storage shed	\$25 per SF
Open gazebo	\$20 per SF
Others	
Attached deck (wood) ^b	\$28 per SF
Reroof (asphalt and metal) ^c	\$450 per square
Residing (vinyl and wood) ^d	\$400 per square
Window replacement (except bay and picture windows) ^e	\$800 per window
Single exterior door (w/o sidelight) replacement ^e	\$800 per door
Overhead garage door	\$900 single, \$1,700 double

Notes:

- a. Houses with full height brick or stone veneer on any wall – add 25%
- b. Non-wood decks – add 50%
- c. Wood roofs – add 100%
- d. Engineered wood and fiber-cement siding - add 50%; metal siding and EIFS - add 100%
- e. Bay and picture windows, doors with sidelights, patio doors, and double doors – add 100%
- f. All areas used for valuation calculations shall be gross areas.
- g. Plan review fees shall be reduced to 25% of the permit fee for similar houses per MSBC.

Commercial construction

For new buildings and additions follow 2014 Minnesota Department of Labor and Industry construction valuation data per square foot plus 20% based on occupancy and type of construction.

RESOLUTION NUMBER 24-074

**RESOLUTION APPROVING AMENDING SPECIFIC FEES TO BE CHARGED
BY THE CITY OF MARSHALL**

WHEREAS, several sections of the City Code permit the Common Council to adopt by resolution, rules, regulations and permit fees which will be effective in the City.

NOW THEREFORE, BE IT RESOLVED, the 2024 amended fee schedule is hereby approved for the designated services of the City of Marshall and shall be effective August 12, 2024.

Passed and adopted by the City Council this 12th day of August 2024.

Robert J. Byrnes
Mayor of the City of Marshall

ATTEST:

Steven Anderson
City Clerk



**CITY OF MARSHALL
AGENDA ITEM REPORT
COUNCIL 8/12/24**

Presenter:	Ilya Gutman
Meeting Date:	Monday, August 12, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider the request to extend a Conditional Use Permit for an advertising sign (billboard) at 511 South Highway 23
Background Information:	<p>This is a request by the applicant to extend a Conditional Use Permit for an advertising sign (billboard) at 511 South Highway 23 for 6 months. That Conditional Use Permit was approved on August 18, 2023, and one of the conditions attached to it stated that "If within one (1) year after approving the Conditional Use Permit, the use as allowed by the permit shall not have been initiated, the CUP shall become null and void unless a petition for an extension of time in which to complete the use has been granted by the City Council. Such petition shall be requested in writing and shall be submitted at least 30 days prior to expiration."</p> <p>The applicant has contacted staff on July 11, 2024, and indicated that this project will be done this fall and requested an extension to allow for this construction to take place.</p> <p>A Conditional Use Permit is attached for reference.</p>
Fiscal Impact:	N/A
Alternative/ Variations:	N/A
Recommendations:	Approve the request for extension for six months.



DocId:8129029

Tx:4120024

9/25/2023 8:50:00 AM

CONDITIONAL USE PERMIT

City of Marshall, Minnesota

WHEREAS, the Planning Commission of the City of Marshall has held a Public Hearing for a Conditional Use Permit for an advertising sign under the zoning code, Article 86-VI, Section 86-185, in the City of Marshall for the following location:

See Exhibit A
City of Marshall, County of Lyon, State of Minnesota
(511 Hwy 23 S)

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

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

NOW THEREFORE, be it resolved by the Common Council of the City of Marshall, Minnesota, that a Conditional Use Permit be granted to Tadd Ihnen & Teresa Ihnen, a married couple, for an advertising sign at 511 State Hwy 23 S subject to the following conditions:

1. If within one (1) year after approving the Conditional Use Permit, the use as allowed by the permit shall not have been initiated, the CUP shall become null and void unless a petition for an extension of time in which to complete the use has been granted by the City Council. Such petition shall be requested in writing and shall be submitted at least 30 days prior to expiration.
2. Pursuant to Marshall Code Article 86-II, Division 86-II-2, Section 86-49, no application for a condition modification shall be considered by the planning commission or council for at least one-year from the date of a conditional use permit approval or from when circumstance sufficiently change to justify a review.
3. The owner shall maintain the property to conform with the Zoning Ordinance, Building Code, and not cause or create negative impacts to existing or future properties adjacent thereto.
4. The owner shall obtain all relevant and required permits, including City's sign permit and State permit, prior to beginning any work.
5. The installed sign shall be as follows:
 - i. The sign must be installed as shown on attached sketch. A survey showing exact sign location by the registered land surveyor shall be filed with the City of Marshall prior to sign installation. The sign or any part thereof shall not encroach into any public right-of-way or adjacent property.
 - ii. This permit is for the sign structure described as follows:
 - a. Two double panels (not-digital) installed at an angle to each other (four sign panels total).
 - b. Each sign panel shall be no greater than 10 feet by 30 feet.
 - c. The overall height of the sign shall be no more than 30 feet.
 Structural drawings showing sign footing and foundations shall be signed by a registered professional engineer and submitted along the sign permit application.
 - iii. The sign structure shall be maintained in a safe condition and all surfaces maintained without blemish or defects. The current land and sign owner and all future sign and landowners are fully responsible for maintenance, together or separately.

6. The City reserves the right to revoke the Conditional Use Permit if the applicant or if ownership of the property has transferred, then the current owner, has breached the conditions contained in this permit provided first, however, that the City serve the applicant with written notice specifying items of any such default and thereafter allow the applicant a reasonable time in which to cure any such default.

ADOPTED August 22, 2023

ATTEST:

Mayor

City Clerk

This Instrument Drafted By:
Jason R. Anderson, P.E.
City Engineer/Zoning Administrator
344 West Main Street
Marshall MN 56258

(SEAL)

File No. 1165

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Monday, August 12, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project PK-015: Independence Park Parking Lot & Entrance Road Project – Consider Change Order No. 1 (Final) and Acknowledgement of Final Pay Request (No. 2)
Background Information:	<p>This project consisted of the following: excavation, fabric, gravel, storm sewer, curb & gutter, concrete paving, and constructing the Independence Park entrance road and parking lot east of the intersection of Nuese Lane & G Street.</p> <p>The items on the attached Change Order No. 1 (Final Reconciling Change Order) for the above-referenced project are the result of final measurements and changes in item quantities during construction.</p> <p>All work has been completed in accordance with the specifications. Attached is a copy of Final Pay Request (No. 2) in the amount of \$9,587.20.</p>
Fiscal Impact:	Change Order No. 1 (Final) results in a contract decrease in the amount of (\$5,472.00). Final Pay request No. 2 in the amount of \$9,587.20 results in a total contract amount of \$191,744.00, a net decrease of (\$5,472.00) from the original contract amount of \$197,216.00.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council approve Change Order No. 1 (Final) resulting in contract decrease in the amount of (\$5,472.00) and acknowledge Final Pay Request No. 2 in the amount of \$9,587.20 for the above-referenced project to Towne & Country Excavating LLC of Garvin, Minnesota.



SP/SAP(s)		MN Project No.:	N/A	Change Order No.	1
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Project Location	Independence Park Parking Lot & Entrance Road Project				
Local Agency	City of Marshall Public Works	Local Project No.	PK-015		
Contractor	Towne & Country Excavating LLC	Contract No.	PK-015		
Address/City/State/Zip	1191 260th Ave / Garvin / MN / 56132				
Total Change Order Amount	(\$5,472.00)				

Issue: Final Reconciling Change Order

Contract Time - is not changed

Estimate Of Cost: *(Include any increases or decreases in contract items, any negotiated or force account items.)*

Group/ Funding Category **	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
482	2104.518/00080	REMOVE SIDEWALK	S F	\$10.00	29	\$290.00
482	2301.501	CONCRETE PUMPING TRUCK	L S	\$4,500.00	-1	(\$4,500.00)
482	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	\$750.00	-0.3	(\$225.00)
482	2521.518/00040	4" CONCRETE WALK	S F	\$14.00	41	\$574.00
482	2531.503	CONCRETE CURB AND GUTTER DESIGN B618	LF	\$30.00	-8	(\$240.00)
482	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$85.00	-3	(\$255.00)
482	2531.507/001	6" CONCRETE PARKING LOT PAVEMENT	SY	\$58.50	-6	(\$351.00)
482	2573.501/00025	STABILIZED CONSTRUCTION EXIT	LS	\$1,500.00	-1	(\$1,500.00)
482	2574.507/00104	BOULEVARD TOPSOIL BORROW	C Y	\$18.00	-40	(\$720.00)
482	2575.601	TURF ESTABLISHMENT	LS	\$3,000.00	1.5	\$4,500.00
482	2575.623	RAPID STABILIZATION METHOD 3	MGAL	\$850.00	-3	(\$2,550.00)
482	2582.503	4" SOLID LINE PAINT	L F	\$1.50	-130	(\$195.00)
482	2582.518	PAVEMENT MESSAGE PAINT	EACH	\$300.00	-1	(\$300.00)
Net Change this Change Order						(\$5,472.00)

Project Engineer: _____

Date: _____

Print Name: _____

Contractor Signature: Jeff Towne

Date: 8/1/2024

Print Name: Jeff Towne

Contract Number: PK-015
 Pay Request Number: 2

Project Number	Project Description
PK-015	Independence Parking Lot and Entrance Road Construction

Contractor: Towne & Country Excavating LLC 1191 260th Ave Garvin, MN 56132	Vendor Number: 01-6389 Up To Date: 07/31/2024
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Contract Amount		Funds Encumbered	
Original Contract	\$197,216.00	Original	\$197,216.00
Contract Changes	(\$5,472.00)	Additional	(\$5,472.00)
Revised Contract	\$191,744.00	Total	\$191,744.00

Work Certified To Date	
Base Bid Items	\$191,744.00
Contract Changes	\$0.00
Material On Hand	\$0.00
Total	\$191,744.00

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$0.00	\$191,744.00	\$0.00	\$182,156.80	\$9,587.20	\$191,744.00
Percent: Retained: 0%			Percent Complete: 100%		

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

Approved By

Approved By Towne & Country Excavating LLC

County/City/Project Engineer

Contractor

Jared Towne

Date

Date *8-5-24*

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2024-07-15	\$191,744.00	\$9,587.20	\$182,156.80
2	2024-07-31	\$0.00	(\$9,587.20)	\$9,587.20

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
482		\$191,744.00	\$0.00	\$182,156.80	\$9,587.20	\$191,744.00

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
482	Local / Other[1]	\$9,587.20	\$191,744.00	\$191,744.00	\$191,744.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501/00010	MOBILIZATION (P)	LS	\$3,000.00	1	0	\$0.00	1	\$3,000.00
Base Bid	2	2104.502	REMOVE WOOD POST	EACH	\$6.00	173	0	\$0.00	173	\$1,038.00
Base Bid	3	2104.503/00205	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$3.00	31	0	\$0.00	31	\$93.00
Base Bid	4	2104.503/00315	REMOVE CURB & GUTTER	L F	\$12.00	20	0	\$0.00	20	\$240.00
Base Bid	5	2104.504/00130	REMOVE BITUMINOUS SURFACING	S Y	\$9.00	35	0	\$0.00	35	\$315.00
Base Bid	6	2104.518/00080	REMOVE SIDEWALK	S F	\$10.00	49	0	\$0.00	49	\$490.00
Base Bid	7	2106.607	COMMON EXCAVATION (P)	CU YD	\$8.00	590	0	\$0.00	590	\$4,720.00
Base Bid	8	2108.504	GEOTEXTILE FABRIC, TYPE 7	S Y	\$3.50	1997	0	\$0.00	1997	\$6,989.50
Base Bid	9	2211.607	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	\$26.00	335	0	\$0.00	335	\$8,710.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	10	2301.501	CONCRETE PUMPING TRUCK	L S	\$4,500.00	0	0	\$0.00	0	\$0.00
Base Bid	11	2502.503	4" PERF PVC PIPE DRAIN	L F	\$15.00	220	0	\$0.00	220	\$3,300.00
Base Bid	12	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$750.00	1	0	\$0.00	1	\$750.00
Base Bid	13	2503.603	12" PIPE SEWER	L F	\$42.00	203	0	\$0.00	203	\$8,526.00
Base Bid	14	2506.502/00010	CONST DRAINAGE STRUCTURE DESIGN A	EACH	\$2,200.00	2	0	\$0.00	2	\$4,400.00
Base Bid	15	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	\$750.00	6.8	0	\$0.00	6.8	\$5,100.00
Base Bid	16	2521.518/00040	4" CONCRETE WALK	S F	\$14.00	91	0	\$0.00	91	\$1,274.00
Base Bid	17	2531.503	CONCRETE CURB AND GUTTER DESIGN B618	LF	\$30.00	1102	0	\$0.00	1102	\$33,060.00
Base Bid	18	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$85.00	33	0	\$0.00	33	\$2,805.00
Base Bid	19	2531.507/0001	6" CONCRETE PARKING LOT PAVEMENT	SY	\$58.50	1651	0	\$0.00	1651	\$96,583.50
Base Bid	20	2573.501/00025	STABILIZED CONSTRUCTION EXIT	LS	\$1,500.00	0	0	\$0.00	0	\$0.00
Base Bid	21	2573.502/000110	STORM DRAIN INLET PROTECTION	EACH	\$150.00	3	0	\$0.00	3	\$450.00
Base Bid	22	2574.507/000104	BOULEVARD TOPSOIL BORROW	C Y	\$18.00	100	0	\$0.00	100	\$1,800.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	23	2575.601	TURF ESTABLISHMENT	LS	\$3,000.00	2.5	0	\$0.00	2.5	\$7,500.00
Base Bid	24	2575.623	RAPID STABILIZATION METHOD 3	MGAL	\$850.00	0	0	\$0.00	0	\$0.00
Base Bid	25	2582.503	4" SOLID LINE PAINT	L F	\$1.50	400	0	\$0.00	400	\$600.00
Base Bid	26	2582.518	PAVEMENT MESSAGE PAINT	EACH	\$300.00	0	0	\$0.00	0	\$0.00
Base Bid Totals:								\$0.00		\$191,744.00

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
PK-015		\$0.00	\$191,744.00

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
PK-015	CO1	6	2104.518/00080 REMOVE SIDEWALK (S F)	\$10.00	29	\$290.00	ADJ				
PK-015	CO1	10	2301.501 CONCRETE PUMPING TRUCK (L S)	\$4,500.00	-1	(\$4,500.00)	ADJ				
PK-015	CO1	15	2506.503 CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020 (LIN FT)	\$750.00	-0.3	(\$225.00)	ADJ				
PK-015	CO1	16	2521.518/00040 4" CONCRETE WALK (S F)	\$14.00	41	\$574.00	ADJ				
PK-015	CO1	17	2531.503 CONCRETE CURB AND GUTTER DESIGN B618 (LF)	\$30.00	-8	(\$240.00)	ADJ				
PK-015	CO1	18	2531.504 6" CONCRETE DRIVEWAY PAVEMENT (S Y)	\$85.00	-3	(\$255.00)	ADJ				
PK-015	CO1	19	2531.507/001 6" CONCRETE PARKING LOT PAVEMENT (SY)	\$58.50	-6	(\$351.00)	ADJ				
PK-015	CO1	20	2573.501/00025 STABILIZED CONSTRUCTION EXIT (LS)	\$1,500.00	-1	(\$1,500.00)	ADJ				
PK-015	CO1	22	2574.507/00104 BOULEVARD TOPSOIL BORROW (C Y)	\$18.00	-40	(\$720.00)	ADJ				
PK-015	CO1	23	2575.601 TURF ESTABLISHMENT (LS)	\$3,000.00	1.5	\$4,500.00	ADJ				

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
PK-015	CO1	24	2575.623 RAPID STABILIZATION METHOD 3 (MGAL)	\$850.00	-3	(\$2,550.00)	ADJ				
PK-015	CO1	25	2582.503 4" SOLID LINE PAINT (LF)	\$1.50	-130	(\$195.00)	ADJ				
PK-015	CO1	26	2582.518 PAVEMENT MESSAGE PAINT (EACH)	\$300.00	-1	(\$300.00)	ADJ				
Contract Change Totals:									\$0.00		\$0.00

Contract Change Totals			
Number	Description	Effective Date	Amount
1		07/31/2024	(\$5,472.00)

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Total	\$191,744.00
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Presenter:	Mayor Byrnes
Meeting Date:	Monday, August 12, 2024
Category:	COUNCIL REPORTS
Type:	INFO
Subject:	Commission/Board Liaison Reports
Background Information:	<p>Byrnes - Fire Relief Association and Regional Development Commission</p> <p>Schafer – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p>Meister – Adult Community Center, Cable Commission, Economic Development Authority</p> <p>Schroeder – Economic Development Authority, Planning Commission, Public Housing Commission</p> <p>Alcorn – Community Services Advisory Board, MMU Commission</p> <p>Moua-Leske – Convention & Visitors Bureau; Diversity, Equity & Inclusion Commission; Library Board</p> <p>Lozinski – Marshall Area Transit Committee, Joint LEC Management Committee, Police Advisory Board</p>
Fiscal Impact:	
Alternative/Variations:	
Recommendations:	

TO: Honorable Mayor and Members of the City Council; City Staff

FROM: Sharon Hanson, City Administrator

DATE: August 12, 2024

SUBJECT: Administrative Brief

CITY ATTORNEY

Some highlights from the office of City Attorney for the month of July

- Attended meetings.
- On site for various meetings.
- Answered rental ordinance questions.
- Discussed questions related to continued assessment.
- Draft resolution for assessment.
- Answer open meeting law questions.
- Provided updates on most recent US Supreme Court cases that impact cities.
- Drafted Construction Easement.
- Review emails about ditch.
- Discuss questions about BCA and data available at BCA.
- Respond to question about victim property.
- Work on franchise agreement and questions related thereto.
- Finalize Tall Grass Agreements for Council consideration.
- Discuss Parkland Fee Ordinance.
- Review CUP for billboard questions and forward to Attorney Cruz Jennings.
- Review and revise project manual.
- Work with staff on Borches variance.
- Respond to deposition question related to Broadmoor.
- Engage in conflict discussion.
- Review planning commission materials
- Prepare memo for Council regarding assessment processes.
- Answered questions from Zoning Administrator:

Work of other K&G Attorneys:

- Attorney Vose assisted with Franchise agreements.
- Attorney Cruz Jennings assisted with Planning Commission.

CITY PROSECUTOR:

June:

	ASSAULT	OFF VIOL.	DWI	OTHER ALCOHOL	TRAFFIC	THEFT	OTHER	TOTAL 2024	2023 Comparison
Prosecution		3	3		1	1		8	14
Dismissed									1
Non-Prosecution	4	1				1	4	10	7
Refer to County									1

July:

	ASSAULT	OFF VIOL.	DWI	OTHER ALCOHOL	TRAFFIC	THEFT	OTHER	TOTAL 2024	2023 Comparison
Prosecution		1	9	1	8	6	2	27	6
Dismissed									
Non-Prosecution	2	1			2	2	3	10	5
Refer to County							1	1	

ADMINISTRATION

This past month my work included:

- City Clerk and I met with food truck vendors to discuss hook-up and annual fees. Vendors requested further consideration and time to meet again before new fees are implemented.
- Met with staff and Mayor to discuss EDA fund balances and funding schedule for new aquatic center.
- Met with Leadership team to review strategic plan draft. Final working draft will be presented to Council on September 10th.
- Met with Aquatic Center Fundraising Committee to discuss ceremonial groundbreaking ceremony to take place Friday night of Sounds of Summer weekend.
- Met with Community Services staff to discuss Community Education offerings as well as further work in MN DNR Re-Leaf grant. Starting in early October, as provided for by the grant, the city will be offering rebates for tree purchases and tree removals. More information will be shared in September as the date nears.
- Attended, with City Administrative Intern, the Coalition of Greater MN Cities Summer Conference. We attended on the day where many of the presentations were the most pertinent.
- Met with DEI Strategic plan sub-committee and reviewed an initial draft. A follow-up review has been scheduled for Monday August 12th.
- Met with several business owners this past month to discuss overall EDA topics.
- Met with key staff and City Attorney Pam Whitmore to review parkland fee ordinance. Pam will be proposing revisions to the ordinance. Some of the parcels that have been assessed a parkland, even with revised ordinance, will be subject to the fee. Further communication with those affected will occur.
- Met with various Community Services staff to review bike share program, annual Convention Visitors Bureau contract, planning for National Night Out event.

- Mayor, EDA Director and I met with Brian Knochenmus as a regular check-in and visited with Ralco CEO Glenn Bader as part of an introduction to the new 18-hole disc golf course at Independence Park called The Ponds.
- Met with various staff, attended to various personnel issues and discussed various finance matters.

Human Resources

- Staffing:
 - New employee hires: Colby Bruns—Maintenance Worker for the Street Department (July 9), Matthew Hoekstra—Police Officer (July 24), and McKenzy Grunewald—Police Officer (July 25).
 - Staff are reviewing applications submitted for part-time Checkout Clerk positions.
 - Applications are being accepted for an Assessing Technician/Economic Development Assistant and a variety of temporary positions for Community Ed/Rec programs.
- Safety Program: select staff will receive First Aid Certification training in August.
- Policies: draft personnel policies will be coming forward for Council approval following changes in MN law.
- HR staff are participating in webinars and trainings offered on the topic of MN Paid Leave. This is a new law that was passed by the MN legislature in 2023 and will become effective 01/01/2026. We are learning how DEED will be implementing the program, employer responsibilities, how benefits will be coordinated during a leave between the City and the State, and supporting employees returning to work.

Clerk

- Met with area food truck vendors with City Administrator to discuss the updated ordinance and annual fees.
- Conducted absentee voting at various assisted living facilities.
- Finalized Natural Gas Ordinance with Minnesota Energy Resources.
- Candidate filing for the November General Election began on July 30th and will run until August 13th.

Finance

- 2024 Budget: Finance staff has compiled budget information into the Questica budget system and continues to review submissions and amounts. At a work session on July 23rd Council heard community organization requests, along with a presentation from the Marshall-Lyon County Library. The next work session will start at 3:00 PM on August 27th and will include capital requests, operating budgets, and a presentation on the preliminary tax base changes.
- Bonding: Finance staff are working with BakerTilly for the potential issuance of General Obligation Sales Tax Revenue Bonds, Series 2024C, for the aquatic center project. The schedule of events includes Council considering a resolution authorizing the sale on September 10th, with proposed sale and consideration of the award on October 8th and receipt of proceeds and settlement of the bonds on October 31st.

Economic Development

- Completed several BR&E visits with local businesses.
- Continued discussion with developer group looking to build hotel in Marshall.
- Meeting with Block 100 developers to discuss Phase II and III of the project.
- Working with developer of a potential housing project.
- Attended the State of Agriculture event.
- Continued work on East College grant, 7 remaining grants open.
- Child Care Group: established goals areas including local partnerships, inventory review and promotion, and appreciation/training.

- Continued outreach on available suite in former Shopko building.
 - Marshalls began work on interior wall, loading dock and front entry.

Liquor Store

- July Financials: Sales \$677,113 -1.74%, Customer Count 18,723 -3.86% and Ticket Average \$36.15 +2.20%. Sales and customer counts are soft for the month. Road construction on South Bound Hwy 59 could have some impact on the financials for the month causing a decrease in traffic in the area.
- The City of Marshall has posted a job for part-time liquor store clerk(s). Interviews will be conducted next week. More staff are needed to cover evenings, weekends and the upcoming holiday season.
- Agreements are in place with Brau Brothers, SMSU Athletics and Lyon County Historical Society to brew and sell branded beers that represent the City of Marshall and SMSU Athletics. Brau Brothers will be brewing 4 exclusive beers: Brew 1872 Amber Ale, Cultivate Pale Ale, Jiminey Jumper Juicy Apple Light Lager and SMSU Mustang Golden Ale. Look for these branded beers at Tall Grass Liquor later this month.

COMMUNITY SERVICES

Community Education

- Municipal Band concerts wrapped up on July 17th. We had great attendance at the concerts this summer due to great weather!
- The 4th of July event moved to July 5th due to weather was a huge success! We estimated that approximately 900 – 1200 attended the event.
- July was a busy month for Community Education programming. Only one class was cancelled due to enrollment (only 2 students short) with five new classes offered.
- The fall brochure will be coming out August 27th with more new classes/programs!
- Year-to-date, we've had approximately 1,041 registrations, which is an increase from 2023.

Studio 1

- We were able to live broadcast all of the Municipal Band concerts this summer thanks to the wonderful weather!
- For this year's Independence Day Celebration, we provided music with our PA system near the food trucks, captured still photos and shot video of the entire event. We then created a highlight video which we shared on YouTube and social media.
- We have wrapped up the installation of several more security cameras in six more locations.
- We have been repairing and upgrading some of our video switching & broadcasting equipment over the last few months due to hardware failures.
- We have been capturing new footage of areas around town that will be used for future promotional videos for the City.
- We brought our two drones to National Night Out to educate residents about them and why they are such important tools for our community.
- We continue to cover sporting and community events throughout town and produce our recurring monthly shows such as Tiger Talk, Community Connect, and Senior Compass.

Parks and Recreation

- Working on finalizing plans for Independence restroom, Legion Field baseball improvements, and shelter at Independence Park.
- 2 weeks left for season at Aquatic Center – cool temps have slowed attendance in August

- Reviewing and prepping for Fall brochure
- New Aquatic Facility is out to bid – bids due August 29th.
- Working on finishing tee pads for disc golf course at Independence Park.
- Lots of mowing and weed trimming with the continued moisture.

COMMUNITY PLANNING

Building Services / Planning & Zoning

- Over 240 open permits.
- An SRE building, Les Schwab's tires, Marshall's, SWWC Coop building, and Kwik Trip are the largest projects under construction.
- Rental Ordinance is approved and people have been applying for registration. Over 150 have been issued.
- Sign ordinance is being reviewed.

PUBLIC WORKS DIVISION

Engineering

- Project ST-001-2024: Chip Sealing on Various City Streets – Pearson Bros., Inc. of Hanover, Minnesota – Contractor is currently planning on starting 08/22/2024.
- Project ST-002-2024: Bituminous Overlay Project - Central Specialties, Inc. of Alexandria, Minnesota – Project is complete and open to the public. City staff working with contractor on final reconciling change order and final payment.
- Project ST-007: UCAP Bus Shelter Installations – Quotes received by UCAP on 08/01/2024.
- Project ST-010: Lyon Circle Reconstruction Project – A&C Excavating, LLC of Marshall, Minnesota - Utility work, subgrade preparation, and gravel base area complete. Contractor is currently working the curb and gutter.
- Project ST-012-2024: South Whitney Street Reconstruction Project (East College Drive to Jean Avenue) – D&G Excavating, Inc. of Marshall, Minnesota – Curb and gutter installation have started between E. College Drive and E. Marshall Street. The utility contractor is currently working on watermain and storm sewer between East Marshall Street and Jean Avenue.
- Project PK-015: Independence Park Parking Lot Project – Towne & Country Excavating, LLC of Garvin, Minnesota - Project is complete and open to the public. City staff working with contractor on final reconciling change order and final payment.

Wastewater

- Staff have completed 274 preventative maintenance work orders in the last 30 days.
- Preparing our Chloride Investigation & Minimization Plan and Mercury Management Plan for submittal to the MPCA this month.
- Drained and serviced the south primary clarifier. New drive motor and power wires were installed.
- Preparing to replace the sand media in the west traveling bridge effluent filter.
- Working on summer work projects and grounds keeping at the wastewater facility.
- Summer jetting of the sanitary lines continues.
- Working with contractor on the rehab of two sanitary manholes along S Saratoga and HWY 23.
- HWY 23 lift station rehab is completed minus some electrical work.

PUBLIC SAFETY DIVISION

FIRE DEPARTMENT

- The Fire Department responded to thirty (30) calls for service. Total calls for service included:
 - Fire/CO2 Alarm (16)
 - Fire; Structure (7)
 - Medical Assist (0)
 - Vehicle Accident (7)
 - Other – Assist (0)



POLICE DEPARTMENT

- The Marshall Police Department responded to 1011 calls for the month of July. 50 criminal offenses were reported with a total number of 23 adults arrested.

OFFICER'S REPORT

- Alarms (21)
- Accidents (31)
- Alcohol involved incidents (2)
- Assaults (8)
- Domestic Assaults (8)
- Burglaries (6)
- Criminal Sexual Conduct (2)
- Damage to Property (4)
- Keys Locked in Vehicles (24)
- Loud Party (5)/ Public Disturbances (18)
- Thefts (22)
- Traffic Related Complaints (238)
- Vandalism (4)
- Warrant Pickups (6)
- Welfare Checks/Mental Health (49)

DETECTIVE REPORT

- A theft from a Marshall business by a former employee is under investigation.
- An additional eleven theft reports were investigated.
- Eight theft by swindle cases involving scams were investigated during the month.
- Five criminal sexual conduct cases were investigated.
- Twelve child protection reports and ten reports from the Minnesota Adult Abuse Reporting Center were investigated.



MERIT Center

- In July MN West held a leadership retreat, zoom meetings, welding classes and is continuing CDL training utilizing the driving track at the MERIT Center.
- On July 10th Centrol Crop Consulting held their annual summer meeting with 60 attendees.
- On July 11th the Convention Visitors Bureau held a meeting with 9 attendees.
- From July 16th to July 18th ARMOR Training held GWO training with 2 attendees each day.
- From July 16th to July 17th the MN State Patrol utilized the facility for IT updates in State Patrol Squad Cars.
- On July 17th SW EMS their board meeting.
- On July 18th the MERIT Center held their quarterly commission meeting with 10 attendees.
- On July 22nd ARMOR Training held a GWO training class with 2 attendees.
- On July 24th SW Emergency Communication Board held their bi-monthly board meeting with 16 attendees.
- On July 31st ADM held their monthly contractor safety meeting with 44 attendees.
- The MERIT Center was utilized 13 out of 31 days with 16 reservations in July. There was a total of 283 attendees.

MONTHLY REPORT OF ACTIVITY FOR MARSHALL POLICE For Month and Year ending July 2024 (YTD TOTALS)

OFFENSE/ARREST DATA

	Offenses		Actual	Total Arrests/Excluding traffic	
	Reported	Unfounded	Offenses	Adult	Juvenile
January	75	0	75	33	0
February	93	0	93	19	2
March	66	0	66	33	0
April	98	0	98	36	2
May	115	0	115	48	2
June	69	0	69	35	0
July	50	0	50	23	0
August					
September					
October					
November					
December					
YTD 2024	566	0	566	227	6

Averages for all Activities (Calls for Service)

	#Calls	Time in Hrs
	Total	Spent
January	762	347
February	809	325
March	1061	378
April	865	350
May	981	435
June	1062	420
July	1011	426
August		
September		
October		
November		
December		
YTD 2024	6551	2681

Accidents	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept	Oct.	Nov.	Dec.	YTD
Hit and Run	2	3	7	8	6	6	8						40
Property Damage	26	15	22	16	17	13	18						127
Personal Injury	3	3	5	2	4	5	5						27
Fatalities	1	0	0	0	0	0	0						1
TOTAL 2024	32	21	34	26	27	24	31	0	0	0	0	0	195

CITATIONS	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Citations	17	106	134	70	104	82	55						568
Parking Tickets	24	30	72	18	2	5	20						171

Activities (Calls For Service)

***High Hours Expended**

	Jan.	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Alarms	20	14	10	8	8	12	21						93

Alcohol	1	2	1	1	1	0	2						8
Animal Bite	2	2	1	1	3	3	1						13
Animal Complaint	8	0	11	13	16	21	15						84
Assault	8	3	6	9	4	6	8						44
Assists	56	49	53	45	52	50	72						377
Auto Theft	0	3	0	1	2	1	0						7
Bike Found	1	4	7	6	5	11	6						40
Bike Theft	0	2	0	0	1	3	5						11
Burglary	4	3	1	4	3	3	6						24
Bus Violation	11	2	3	3	2	0	3						24
Check Forgery	0	1	0	0	0	0	0						1
Check Fraud	1	1	0	0	0	0	0						2
Civil Matters	8	8	11	15	18	18	28						106
Criminal Sex	4	8	6	0	0	4	2						24
Damage to Prp	1	2	3	2	3	5	4						20
Death Investigation	3	4	5	2	2	1	2						19
Domestics	21	12	12	16	17	17	8						103
Drugs/Narcotics	0	2	2	1	2	0	4						11
Family Matters	7	8	17	11	9	8	9						69
Fire Alarm	0	0	0	0	0	0	0						0
Gas Meal Assist	1	2	3	0	3	2	1						12
Gun Permits	6	6	18	9	8	8	7						62
Harassment	9	12	13	9	10	12	11						76
Intoxicated/Detox	0	1	1	1	1	3	2						9
Keys Locked In vehicles	26	23	23	21	25	28	27						173
Mental Health	12	3	11	8	10	14	24						82
Fraud	0	3	2	3	2	5	3						18
Parking Complaints	41	75	129	25	23	17	32						342
Party Loud Party	4	6	7	7	5	12	5						46
Pred - Sex Offender	0	0	0	2	1	2	2						7
Property Found	13	4	6	10	16	13	6						68
Public Disturbance	8	11	15	14	7	17	18						90
Pursuit	0	0	0	0	0	0	0						0
Runaway	7	6	2	3	3	6	7						34
Escort Funeral,other	7	10	8	11	9	13	18						76
Search Warrant	0	0	0	0	1	0	1						2
Suspicious Anything	15	12	21	35	43	50	29						205
Suspicious Vehicle	6	15	7	10	6	7	10						61
Tobacco Violation	4	9	6	4	1	0	0						24
Theft	22	16	16	24	18	24	22						142
Trains	0	0	0	0	0	0	0						0
Transport (Marshall PD etc)	2	1	4	2	4	4	2						19
Trespassing	5	8	8	7	7	4	10						49
Traffic Related Complaints	111	148	289	203	258	281	238						1528
Unsecured Building	0	0	0	1	4	15	4						24
Vandalism	4	5	5	7	7	6	4						38
Violation of OFP	4	4	2	5	6	6	5						32
Warrant Pickups	8	7	14	5	5	9	6						54
Welfare Checks	27	18	22	18	22	38	25						170
Welfare Fraud	0	0	0	0	0	0	0						0
ERU Activated	0	0	0	1	0	0	0						1
Weapons Involved	2	2	0	4	0	1	0						9
YTD 2024	500	537	781	587	653	760	715	0	0	0	0	0	4533

OFFENSE ACTIVITY BY DAY OF WEEK

	Mon	Tues	Wed	Thur	Fri	Sat	Sun
January	13	17	13	8	8	5	11
February	9	16	19	13	20	8	8
March	10	15	11	3	9	12	6
April	17	14	10	16	18	7	16
May	13	9	14	11	26	22	20
June	6	13	10	4	9	6	21
July	3	12	7	7	7	7	7
August							
September							
October							
November							
December							

YTD 2024	71	96	84	62	97	67	89
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DETECTIVE / INVESTIGATIONS ACTIVITIES

	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Felonies	28	23	28	22	29	21	16						167
Gross Misdemeanors	36	28	24	20	19	16	18						161
Misdemeanors	19	21	18	24	32	23	21						158

Presenter:	Jason Anderson
Meeting Date:	Monday, August 12, 2024
Category:	INFORMATION ONLY
Type:	INFO
Subject:	Project ST-007: UCAP Bus Shelter Project – United Community Action Partnership (UCAP) Award of Quote
Background Information:	<p>Quotes were received by UCAP on 08/01/2024 as shown on the attached Quote Tabulation. City staff recommends to UCAP the award of the quote to D&G Excavating, Inc. of Marshall, Minnesota, in the amount of \$102,920.40. The Engineer’s estimate was \$100,505.00.</p> <p>Attached for Council reference is the 03/2024 Memorandum of Understanding between UCAP and the City of Marshall for the project.</p> <p>This project is included in the 2024 capital improvement plan (CIP). Community Transit of United Community Action Partnership (UCAP Transit) has been awarded a grant project that totals \$207,000, including grant dollars and local match. UCAP Transit approached City staff in 2021 regarding the engineering and construction administration of this project, which includes the installation of bus shelters and ADA sidewalk improvements at various locations as follows: Camden Drive/Riverview Apartments, Freedom Park/Dogwood Ave, Susan Drive/Baseline Road, N 4th Street/Darlene Drive. Most of the improvements will be in city right-of-way.</p> <p>UCAP Transit will be responsible for all capital outlay for this project, and the City will serve as the project sponsor for the grant and the engineer of record for the project.</p> <p>This project is similar to the UCAP Transit Bus Shelter project (Z52) that the City administered on behalf of UCAP Transit in 2020 where shelters and associated sidewalk improvements were installed at N 4th Street/Redwood, S 4th Street/Stephen, and Birch Street near Village Drive.</p>
Fiscal Impact:	The project’s grant match will be provided by UCAP Transit. There is no direct cost to the City of Marshall. The City’s contribution is the professional staff hours required to create, administer, and deliver the construction project for UCAP Transit. Per the attached MOU, the City will charge the cost of engineering and administering the project to UCAP in the amount of 16% of project costs.
Alternative/Variations:	
Recommendations:	Information only



Project ST-007: UCAP Bus Shelter Construction Project

Quote Opening: 08/01/2024 - 10:00 a.m.

	Engineer's Estimate	D & G Excavating, Inc. Marshall, MN	R and G Construction Co. Marshall, MN
	\$100,505.00	\$102,920.40	\$107,491.60
PERCENT ABOVE (BELOW) ENGINEER'S ESTIMATE		2.40%	6.95%
PERCENT ABOVE LOW BID		0.00%	4.44%

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COMMUNITY TRANSIT OF UNITED COMMUNITY ACTION PARTNERSHIP
AND
CITY OF MARSHALL**

THIS AGREEMENT, is made on March 18, 2024 (“Effective Date”) by and between **Community Transit of United Community Action Partnership**, 1400 South Saratoga St. Marshall, MN 56258 (“UCAP”) and the **City of Marshall**, 344 West Main St. Marshall, MN 56258 (the “City”), collectively referred to as “the Parties”, represents a mutual understanding between the parties.

WHEREAS, UCAP has been awarded grant funds under the Minnesota Department of Transportation Large Capital Grant Program; and

WHEREAS, these funds will be utilized to fund Project ST-007: UCAP Bus Shelter Construction Project (“the Project”), for purposes to improve the accessibility and safety of pedestrians who ride public transportation and wait at route stops in the City of Marshall; and

WHEREAS, reconstruction and extension of sidewalks to and from established bus stops will be created to meet ADA standards and passenger shelters will be installed to improve safety for passengers waiting for the bus; and

WHEREAS, an application requesting \$207,000 was awarded where the breakdown is 80 percent State/20 percent Local Share of eligible items; and

WHEREAS, the project will benefit the public in the City by making public transportation more accessible and safe; and

WHEREAS, City engineering staff has expertise in planning these types of improvements.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

RESPONSIBILITIES OF PARTIES

1) UCAP will be responsible for the following:

- a. Will provide local financial support of 20% of the project’s total cost, not to exceed \$207,000 without requiring further consent and agreement from UCAP.
- b. Will enter a grant agreement with MNDOT.
- c. Will administer funds and supply payments for project.
- d. Will serve as the responsible party that contracts with the contractor for construction of the improvements.
- e. Will provide public involvement of the project through public meetings and solicitation of comments.
- f. Will pay City of Marshall for engineering services within fourteen (14) days of receiving invoice from City. Engineering costs will be calculated as 16% of the final construction cost for the project. Costs are estimated at \$33,120, based on a \$207,000 construction contract.
- g. Will be responsible for snow removal, maintenance, and general accessibility of the bus shelter areas.

2) The City of Marshall will be responsible for engineering services for the project identified as the Project above.

- a. Will provide engineering design, project inspection, and general project administration of the

- construction of sidewalks, curbs, installation of shelters, and other safety features identified in the project.
- b. Will facilitate a construction contract between UCAP and the Contractor and initiate a notice to proceed on the project.
 - c. Will generate project pay requests to identify construction project payment amounts owed to the contractor and submit pay requests monthly and in a timely manner for UCAP processing and payment.
 - d. Will invoice UCAP for engineering services, in a lump sum amount, and estimated at \$33,120, upon project substantial completion. Substantial completion is defined as October 4, 2024.

TERM OF AGREEMENT

This agreement shall remain in effect from the Effective Date until completion of the project and final billing of UCAP by the City or until either party provides written notice to the other of its intention to cancel.

AMENDMENT

This Agreement may be amended or modified as mutually agreed upon by the Parties.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Agreement in accordance with the provisions of the law and regulations that govern their activities.

If at any time either Party is unable to perform their duties or responsibilities under this Agreement consistent with such Party's statutory and regulatory mandates, the affected Party shall either (i) immediately provide written notice to the other Party to establish a date for resolution of the matter; or (ii) if no resolution is possible, then provide notice of termination as provided in this Agreement.

NOTICE

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

SEVERABILITY CLAUSE

In the event that any provision of this Agreement shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties. If a court should find that any provision of this Agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, said provision shall be deemed to be written, construed and enforced as so limited.

ASSIGNMENT

Neither Party to this Agreement may assign or transfer the responsibilities or agreement made herein.

DATA PRACTICES

The Parties understand that the City is a public entity subject to Data Practices laws and that the Parties must comply with those laws.

ENTIRE UNDERSTANDING

This Agreement supersedes the Memorandum of Understanding executed by UCAP on 01/19/2022 and the City of Marshall on 11/23/2021.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

Executed on 03/18/2024

Executed on 3-26-24

Debi Brandt

Robert J. Byrnes

Deb Brandt, Executive Director
United Community Action Partnership

Robert J. Byrnes, Mayor
City of Marshall

Attested to by:

Steph...

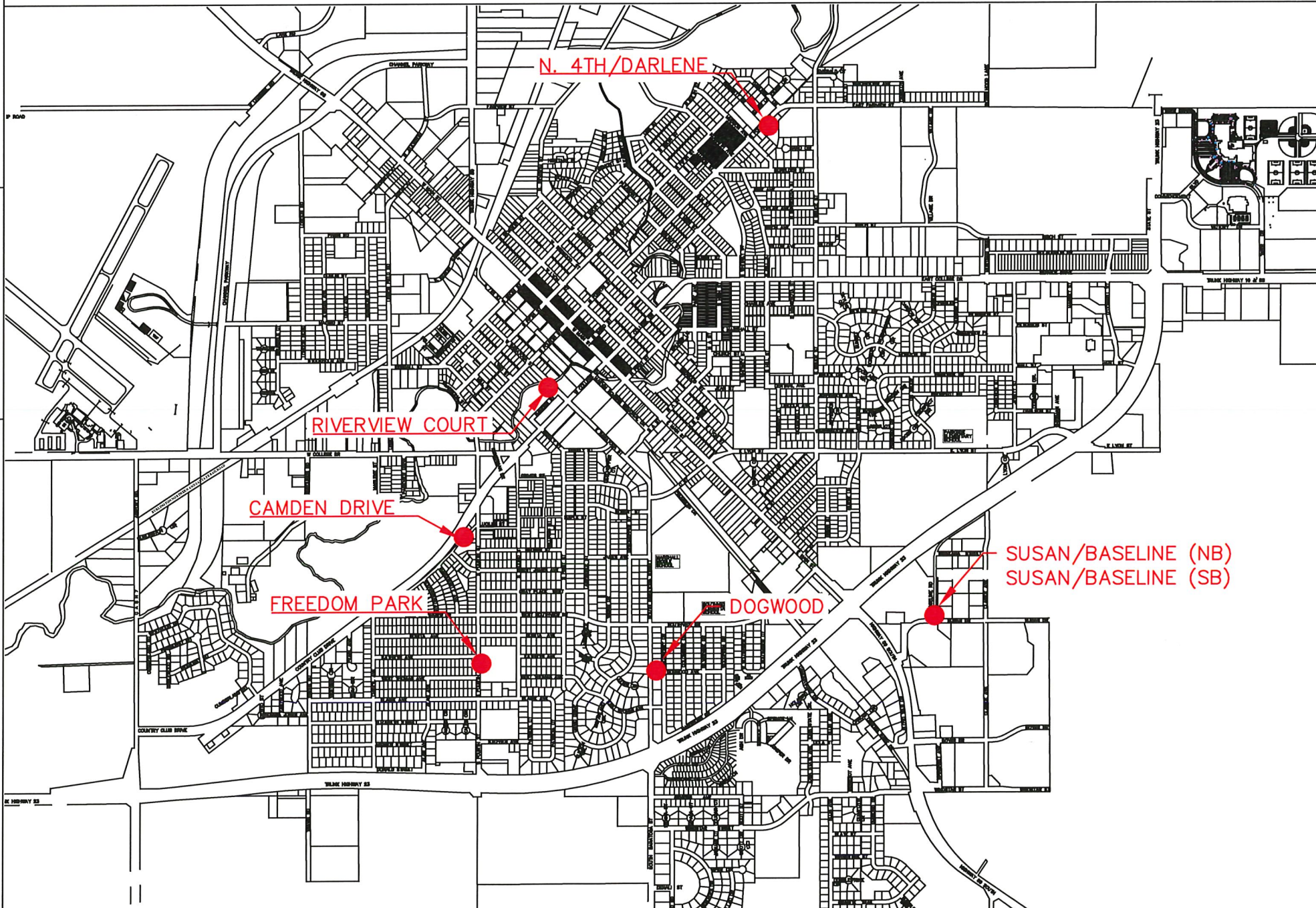
City Clerk

State Of Minnesota City of Marshall, Minnesota Project Number ST-007

Construction Plans for Sidewalk, Curb and Gutter, Bus Stop Construction, and Miscellaneous Work

UCAP Bus Shelter Construction Project

Various Locations in Sections 3, 4, 5, 9, and 10
T111N, R41W



INDEX

SHEET NO.	DESCRIPTION
1	Title Sheet
2	Estimated Quantities
3	Construction Notes
4	Typical Sections and Details
5	SWPPP Details
6	Traffic Control Detail
7	Plan Sheet Camden & Riverview
8	Plan Sheet Freedom & Dogwood
9	Plan Sheet Susan & North 4th
10-15	Pedestrian Curb Ramp Details
16-19	Driveway and Sidewalk Details
20	Baseline & Susan Easement

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.

Jamie Anderson
APPROVED: CITY ENGINEER, MARSHALL MINNESOTA DATE: 7-11-24
REG NO 53322

[Signature]
APPROVED: TRANSPORTATION DIRECTOR, UCAP DATE: 7-11-24

LEGEND

EXISTING GAS LINE	
EXISTING FIBER LINE	
EXISTING UNDERGROUND POWER	
EXISTING STREET LIGHT	
EXISTING CATCH BASIN	
EXISTING STORM MANHOLE	
EXISTING SANITARY MANHOLE	
EXISTING WATER VALVE	
TRUNCATED DOMES	
PROPOSED CURB & GUTTER	
LANDING AREA (4' x 4' MIN. DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS)	
PEDESTRIAN RAMP (SLOPE SHALL BE BETWEEN 5.0% MIN. AND 8.3% MAX. IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%)	
BITUMINOUS PATCHING	
SIDEWALK EASEMENT	

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.

DESIGN DATA
DESIGN SPEED 30 MPH STOPPING SIGHT DISTANCE BASED ON
3.5' HEIGHT OF EYE
0.5' HEIGHT OF OBJECT

SCALES

PLAN	20
PROFILE	N/A
INDEX MAP	1"=100'

DISCLAIMER: AERIAL IMAGERY SHOWN ON REMOVAL AND PLAN SHEETS ARE FOR REFERENCE PURPOSES ONLY. IMAGERY SHOWN MAY NOT MATCH SURVEY DATA.

DESIGNED BY: G.J.S.	DATE	REVISIONS	INIT.
DR: Item 22			
APPROVED BY:			
SCALE: 1"=100'			



ENGINEERING DEPARTMENT
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

UCAP BUS SHELTER CONSTRUCTION PROJECT

TITLE SHEET

CITY PROJECT NO.
ST-007

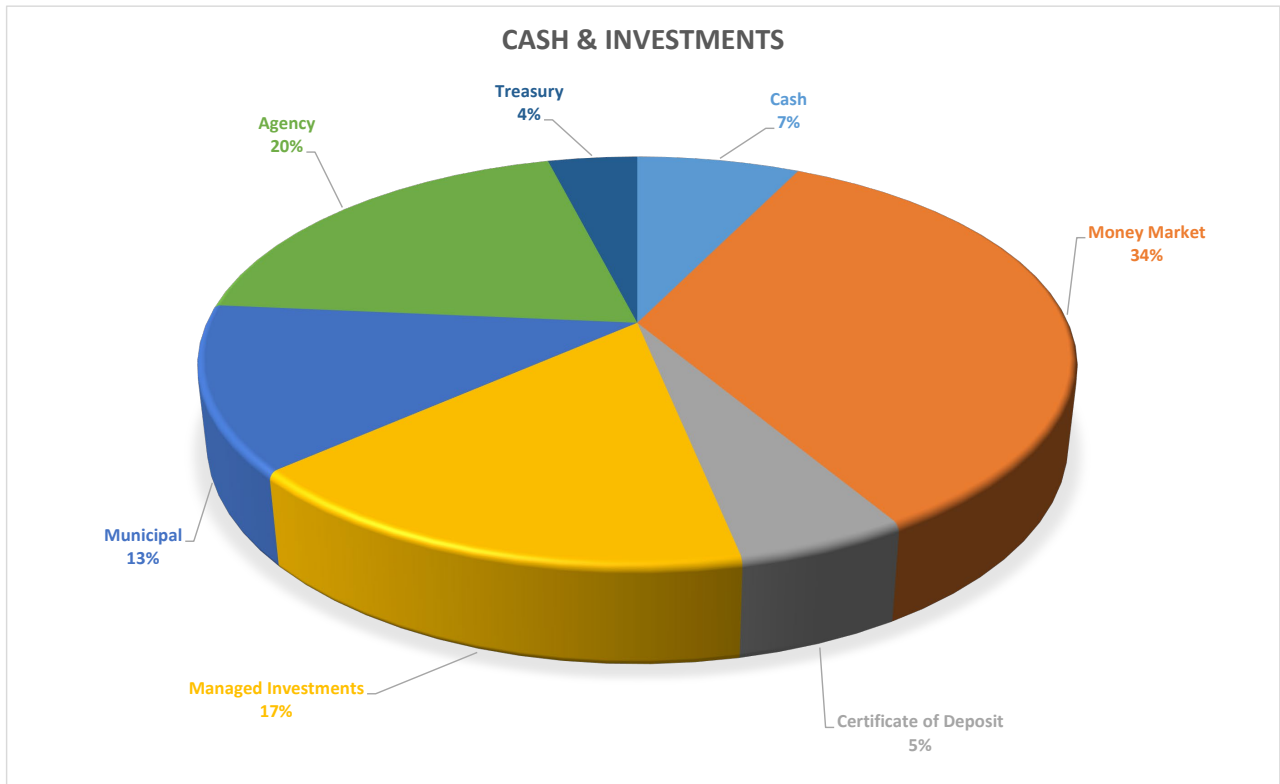
STATE AID PROJECT NO.

DATE
02/15/2024

SHEET
Page 156
TOF 20

City of Marshall, Minnesota
Cash & Investments
7/31/2024

	<u>Par Value</u>	<u>YTM Rate</u>
CASH & INVESTMENTS:		
Checking -Bremer	3,647,612.31	0.00%
Money Market - US Bank	7,217,979.07	5.20%
Money Market - Wells Fargo	151,180.09	5.22%
Money Market - 4M	10,002,609.78	5.23%
Agency - 4M	3,355,000.00	4.33%
Certificate of Deposit - Wells Fargo	1,470,000.00	4.36% Average
Investment Portfolio - General Fund	2,769,590.61	
Investment Portfolio - WW/SW Capital Reserve	3,704,160.52	
Investment Portfolio - Endowment Fund	1,956,283.42	
Municipal - US Bank	6,600,000.00	4.05% Average
Certificate of Deposit - US Bank	1,231,000.00	0.60% Average
Agency - US Bank	6,585,000.00	5.15% Average
Treasury - US Bank	2,000,000.00	4.24%
TOTAL CASH & INVESTMENTS	50,690,415.80	3.79% Average YTM





MARSHALL

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

Applicant Name	Location	Description of Work	Valuation	Approved Date
BABCOCK CONSTRUCTION	601 WINIFRED DR	Re-Siding	14293.00	08/01/2024
Bill H Blomme	1127 HORIZON DR, 1127 HORIZON DR	Doors, Interior Remodeling - ANY Work Inside, Except Fireplace	50000.00	07/30/2024
DERUYTER/TODD A	203 6TH ST S	Windows	2400.00	08/02/2024
Eric Mathiowetz	106 THOMAS AVE W	HVAC - Air Conditioning	5000.00	07/31/2024
Eric Mathiowetz	409 DONITA AVE	HVAC - Air Conditioning, Furnace	5000.00	07/29/2024
Eric Mathiowetz	301 BASELINE RD	HVAC - Air Conditioning, Furnace	10000.00	07/22/2024
KEVIN LANOUE CONSTRUCTION LLC	1109 WASHINGTON AVE	Deck	8260.00	07/18/2024
KIRCHNER/STUART & SARAH/JT	603 PARKSIDE DR, 603 PARKSIDE DR	Fireplace Only, Interior Remodeling - ANY Work Inside, Except Fireplace	3500.00	07/29/2024
Mathew Henry Coequyt	608 ADOBE RD	Both - Building addition AND Furnace	4000.00	07/22/2024
MayBC Construction LLC	410 HILL ST S	Windows	5500.00	07/22/2024
MORTIER/MICHAEL C/REV LIV TRST	401 WOODLAND WAY	Re-Siding	35000.00	07/30/2024
OMEGA EXTERIORS	104 HILL ST S	Re-Roofing	13000.00	07/25/2024
OMEGA EXTERIORS	810 VIKING CIR	Re-Roofing	40000.00	07/25/2024
Space Development Co	406 AIRPORT RD	Building Addition	420000.00	07/23/2024
ST JAMES EPISCOPAL CHURCH	101 5TH ST N	Accessory Structure & Equipment (solar panels, antennas, etc)	800.00	07/31/2024
Sussner Construction	1310 MADRID ST	Interior Remodeling - ANY Work Inside, Except Fireplace	52000.00	07/26/2024
VERLY/JOHN & BOBBI/JT	513 CENTRAL AVE	Windows	14400.00	07/22/2024



Upcoming Meetings

August

- 08/12 Work Session, 4:30 PM, City Hall
 - 08/12 Regular Meeting, 5:30 PM, City Hall ***MONDAY***
 - 08/13 August Primary Election, 6:00 AM – 8:00 PM, Polling Locations
 - 08/27 Work Session, 3:00 PM, City Hall
 - 08/27 Regular Meeting, 5:30 PM, City Hall
-

September

- 09/10 Work Session, 4:00 PM, City Hall
- 09/10 Regular Meeting, 5:30 PM, City Hall
- 09/10 Work Session, TBD, City Hall
- 09/24 Regular Meeting, 5:30 PM, City Hall

2024 Regular Council Meeting Dates

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

5:30 P.M.

City Hall, 344 West Main Street

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

2023 Uniform Election Dates

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

204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.

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