



CITY OF MARSHALL
City Council Meeting
Agenda

Tuesday, October 22, 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 October 8th

PUBLIC HEARING

2. Ordinance Amending Chapter 74 Article VII Division 3-2 Permit for Class 2 All-Terrain Vehicles and Utility Task Vehicles 1) Public Hearing 2) Consider Adoption of an Ordinance Amending Chapter 74-VII, Division 3-2

AWARD OF BIDS

3. Consider Award of Proposals for the Pickup of Refuse at Various City Locations

CONSENT AGENDA

4. Consider Authorization to Declare Vehicle as Surplus Property for the Marshall Police Department
5. Consider Approval of a LG220 Lawful Gambling Permit for the Shades of the Past
6. Introduction of the Ordinance Amendment to Chapter 86, Article VI-1, Section 86-165 Structures in Residential Districts.
7. Introduction on the Ordinance Amendment to Chapter 86, Article IV, Section 86-97 Low Density Residence District.
8. Introduction of the Ordinance Amendment to Chapter 86, Article II-1, Section 86-31 Prohibited Uses
9. Consider the Approval of Partial Release of Development Contract and Modification of Declaration of Restrictions for Stone Meadows
10. Consider Approval of the Bills/Project Payments

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

11. City of Marshall & Marshall Municipal Utilities Partnership Agreement
12. Consider the 2025 Health, Dental, and Vision Insurance Renewals
13. Consider the Request of Matt Schnoor for a Conditional Use Permit for a Duplex in an R-1 District
14. Ordinance Amending Chapter 22, Article VIII Licensing and Registration Requirements for the Sale of Intoxicating Cannabinoid Products
15. Project ST-015 / SP 4204-40: 2025 MnDOT College Drive Improvement Project - 1) Consider Resolution Ordering Preparation of Report on Improvement; 2) Consider Resolution Receiving Feasibility Report and Calling Hearing on Improvement
16. Project ST-015 / SP 4204-40: 2025 MnDOT College Drive Improvement Project – Consider Resolution Authorizing Execution of MnDOT Cooperative Construction Agreement No. 1056297
17. Approve Legislative Services Agreement with Flaherty and Hood for 2025 and 2026

COUNCIL REPORTS

18. Commission/Board Liaison Reports
19. Councilmember Individual Items

STAFF REPORTS

20. City Administrator
21. Director of Public Works/City Engineer
22. City Attorney

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.

INFORMATION ONLY

- [23.](#) Building Permits
- [24.](#) Cash and Investments
- [25.](#) October Planning Commission Minutes

MEETINGS

- [26.](#) Upcoming Meetings

ADJOURN

Disclaimer: These agendas have been prepared to provide information regarding an upcoming meeting of the Common Council of the City of Marshall. This document does not claim to be complete and is subject to change.



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, October 22, 2024
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider Approval of the Minutes from the Regular Meeting and Work Session Held on October 8th
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 meetings held on October 8th 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, October 08, 2024**

The work session of the Common Council of the City of Marshall was held October 08, 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: Steve Meister, Amanda Schroeder, James Lozinski, John Alcorn and See Moua-Leske. Absent: Craig Schafer. Staff present included: Sharon Hanson; City Administrator; E.J. Moberg, Director of Administrative Services; Sheila Dubs, Human Resource Director, Laura Wing, Payroll and Benefits Specialist and Steven Anderson, City Clerk.

2025 Health, Dental, and Vision Insurance Renewals

Bill Chukuske of National Insurance Services announced that he would be retiring and introduced Aaron Casper who would be taking over the City of Marshall's account. Chukuske reviewed the current plan benefits of the city for health insurance and an analysis of the costs and claims incurred from July 1, 2022, to June 30, 2023. NIS received a substantial 30% increase in rate costs from the city's current provider BlueCross BlueShield and were able to negotiate down to a 15% increase. As the amount was still high NIS and city staff sought request for proposals and received four proposals and four companies declined to quote. BlueCross BlueShield offered an alternate proposal that included a higher deductible plan but was only a 10% premium increase over the current plan. Chukuske recommended that the city stay with the current plan provider, Beam Dental as a rate cap was in place for 2025. The same recommendation was given for vision insurance, to continue using the current provider, EyeMed, as the premium was locked. Dubs informed the council that the employee insurance committee met on October 4, 2024, and recommended to use the alternate proposal from BlueCross BlueShield, and stay on the Beam Dental and EyeMed plans. The committee was comprised of union and non-union employee representatives. Meister asked if the reason was known why four of the providers declined to quote. Dubs and Chukuske explained that three of the providers couldn't match our current rates, so no quote was received and Medica was a part of the SWWC Service Cooperative quote, so they didn't feel the need to have an additional quote. Mayor Byrnes asked if there were in-network providers for eye and dental. Dubs indicated that for eye many of the businesses do take EyeMed but no dental business in Marshall held a contract with any insurance company.

Adjournment

At 4:36 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, October 08, 2024**

The regular meeting of the Common Council of the City of Marshall was held October 08, 2024, at City Hall, 344 West Main Street. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Amanda Schroeder, Steve Meister, John Alcorn, James Lozinski and See Moua-Leske. Absent: None. Staff present included: Sharon Hanson; City Administrator; Pamela Whitmore, City Attorney; Jason Anderson, Director of Public Works/ City Engineer; E.J. Moberg, Director of Administrative Services; and Steven Anderson, City Clerk.

Consider Approval of the Minutes from the Regular Meeting Held on September 24th

There were no amendments to the minutes from September 24, 2024.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to approve the minutes from September 24th. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

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

- Consider Approval for an Outdoor Public Fireworks Display for Prairie Home Hospice on November 29, 2024
- Consider Request of Prairie Home Hospice & Community Care for the Light Up the Night Parade on Friday, November 29, 2024
- Consider Approval for a Temporary Liquor License for SMSU Homecoming
- Consider Approval for a Temporary Liquor License for the SMSU Gold Rush Raffle
- Consider Approval for a Temporary Liquor License for the Marshall Chamber of Commerce
- Consider Approval of a LG220 Lawful Gambling Permit for the Marshall Area YMCA
- Consider Approval of the Bills/Project Payments

Consider Introduction of an Ordinance Amending Chapter 22, Article VIII Licensing and Registration Requirements for the Sale of Intoxicating Cannabinoid Products

Attorney Whitmore explained that the ordinance further expanded the lower potency edible hemp retailer registration to include higher level adult use products and businesses. The amendment would also establish a limit of two retail licenses allowed by state statute based on the population size of Marshall.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to introduce an ordinance amending Chapter 22, Article VIII to Create Registration Requirements for the Sale of Adult Use Cannabis Products. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Consider Approval of an Ordinance Amending Ch. 6 Article II-2 Intoxicating Liquor

Clerk Anderson said that since 1976 the City of Marshall had only allowed 5 types of establishments to possess a liquor license, which at the time were all the allowable types under State law: Hotels, Restaurants, Bowling centers, Clubs, and Exclusive liquor stores. As new businesses came into existence and the desire to expand retail liquor continued legislature expanded the types to 12 allowed to be issued an intoxicating liquor license by a municipality. Two of the allowable types not included in the draft ordinance were specific to the Minnesota Sports Facilities Authority and the Metropolitan Sports Commission to they were not included. Staff had been approached by the Marshall A's about expanding their selection

beverages as the number of 3.2% Malt Liquor varieties were being reduced by local wholesalers. One of the allowable types being proposed includes summer collegiate league baseball teams, or a league established by the Minnesota Baseball Association.

Motion made by Councilmember Meister, Seconded by Councilmember Schroeder to adopt Ordinance 24-019 amending Chapter 6, Article II-2 Intoxicating Liquor. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Consider Approval of an Ordinance to Repeal Section 22-213 of the Minnesota Energy Resources Franchise Agreement

On July 23, 2024, the council passed Ordinance 24-014 Granting a Franchise Agreement to Minnesota Energy Resources in a specified area around North 7th Street and ADM. Prior to signing the final certification after the ordinance was approved MER had requested that Section 22-213 be removed from the ordinance. Per Robert Vose of Kennedy and Graven and City Attorney Whitmore that section was holdover language with Great Plains Natural Gas and was not a common provision in franchise agreements. Minnesota Energy Resources would like to begin construction this fall to begin service to Duininck spring of 2025.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to adopt Ordinance 24-018 repealing Section 22-213 of the Minnesota Energy Resources Franchise Agreement. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Commission/Board Liaison Reports

Byrnes	SWRD would be meeting on October 11.
Schafer	The Public Improvement and Transportation Committee met on October 7 and reviewed a number of upcoming
Meister	No report.
Schroeder	No report.
Alcorn	No report.
Moua-Leske	Convention and Visitors Bureau: Prairie Jam sales were down, and Cassi Weiss and Adri DeBoer would be splitting duties with Adri taking over Red Baron Arena event and Cassi focusing on Visit Marshall. DEI: Recapped their strategic plan and are trying to implement new ways to run the meeting to be more inclusive.
Lozinski	No report.

Councilmember Individual Items

No individual items were announced.

City Administrator

No report.

Director of Public Works/City Engineer

Provided an update on the Whitney Street project and the United Community Action transit bus shelters.

City Attorney

No report.

Administrative Brief

There were no questions on the Administrative Brief.

Information Only

There were no questions about the Information Only items.

Upcoming Meetings

There were no questions on the Upcoming Meetings.

Adjournment

At 5:44 PM Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn 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.**

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Steven Anderson
Meeting Date:	Tuesday, October 22, 2024
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Ordinance Amending Chapter 74 Article VII Division 3-2 Permit for Class 2 All-Terrain Vehicles and Utility Task Vehicles 1) Public Hearing 2) Consider Adoption of an Ordinance Amending Chapter 74-VII, Division 3-2
Background Information:	<p>The City of Marshall currently allows the use of Class 2 All-Terrain Vehicles and Utility Task Vehicles to operate on public streets and roadways with a yearly permit. Both vehicle types are prohibited from driving on Minnesota Highways within city limits, which would include Main Street (Highway 59), College Drive (Highway 19), Highway 23 and Highway 68</p> <p>Proposed amendments would allow Golf Carts to operate on the same roads as ATVs/UTVs and would have the following requirements:</p> <ul style="list-style-type: none"> • Seatbelts for all occupants • Headlights • Taillight • Turn signals • Driver side mirror and passenger mirror/rearview mirror • Slow moving emblem • Restricted to streets with a posted speed limit of 30mph or less <p>The permit process would mimic the current special vehicle application, and the fee would remain the same at \$35 per year.</p>
Fiscal Impact:	\$35/permit
Alternative/ Variations:	
Recommendations:	<p>To adopt Ordinance 24-017 amending Chapter 74-VII, Division 3-2 Permit for Class 2 All-Terrain Vehicles and Utility Task Vehicles and authorize its summary publication.</p> <p>Or</p> <p>To not adopt Ordinance 24-017 amending Chapter 74-VII, Division 3-2 Permit for Class 2 All-Terrain Vehicles and Utility Task Vehicles.</p>

**CITY OF MARSHALL
ORDINANCE 24-017**

**AN ORDINANCE AMENDING CHAPTER 74 ARTICLE VII SNOWMOBILES,
ALL-TERRAIN VEHICLES, AND MOTORIZED GOLF CARTS**

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

SECTION 1: **AMENDMENT** “Subdivision 74-VII-3-II Permit For Class 2 All-Terrain Vehicles And Utility Task Vehicles” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Subdivision 74-VII-3-II Permit For Motorized Golf Carts, Class 2 All-Terrain Vehicles And Utility Task Vehicles

SECTION 2: **AMENDMENT** “Section 74-261 Operation Of Motorized Golf Cart, All-Terrain Vehicles, Or Mini-Trucks” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 74-261 Operation Of Motorized Golf Cart, All-Terrain Vehicles, Or Mini-Trucks

No person shall operate a ~~motorized golf cart~~, class 1 all-terrain vehicle, or mini-truck on streets, alleys, sidewalks or other public property within the city.

(Ord. No. 679 2nd series, § 1, 9-24-2013)

SECTION 3: **AMENDMENT** “Section 74-262 Required” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 74-262 Required

- (a) No person shall operate a motorized golf cart, class 2 all-terrain vehicle or utility task vehicle on roadways, streets, or alleys, without obtaining a permit as provided herein.

- (b) Motorized golf carts, ~~E~~class 2 all-terrain vehicles and utility task vehicles MAY NOT be operated in the following areas of the city:
 - (1) Any area posted that motorized golf carts, ATV's or utility task vehicles are not allowed.
 - (2) On or along the Burlington Northern railroad right-of-way.
 - (3) On city sidewalks, bike or pedestrian trails (except bike paths designated on city streets).
 - (4) On publicly-owned land which include:
 - a. Schools
 - b. Parks
 - c. Playgrounds
 - ~~(5) or~~ Private property unless permission is posted.
 - (6) Within the boulevard of a city roadway.
- (c) Authorized city staff may operate city owned class 2 all-terrain vehicles and utility task vehicles without obtaining a permit within the city on city streets, sidewalks, trails, rights-of-way, and public property when conducting city business.
- (d) Authorized city staff and persons authorized by the director of public safety may operate a motorized golf cart, all-terrain vehicle, utility task vehicles or mini-truck on streets, alleys, sidewalks or other public property within the city for special celebrations and events sanctioned by the city.

(Ord. No. 679 2nd series, § 1, 9-24-2013)

SECTION 4: AMENDMENT “Section 74-263 Applications” of the Marshall Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Section 74-263 Applications

- (a) Every application for a permit shall be made on a form supplied by the city and shall contain all of the following information:
 - (1) The name and address of the applicant who shall have ownership interest of the motorized golf cart, class 2 all-terrain vehicle or the utility task vehicle.
 - (2) Model name, make, and year and number of the motorized golf cart, class 2 all-terrain vehicle or the utility task vehicle.
 - (3) Current driver's license for all individuals that are eligible to operate the vehicle.
 - (4) Other information as the city may require.
- (b) Business that sell motorized golf carts, class 2 all-terrain vehicles or utility task vehicles may apply for a dealer permit with the following requirements:
 - (1) The provision of subsection (a)(2) is excluded.
 - (2) The permitted business shall be responsible that each motorized golf cart, class

- 2 all-terrain vehicle or utility task vehicle operated in allowed areas meeting the provisions of sections 74-262 and 74-266.
- (3) The business shall post the city issued dealer permit as the city may require.

(Ord. No. 679 2nd series, § 1, 9-24-2013)

SECTION 5: AMENDMENT “Section 74-265 Period Of Validity” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 74-265 Period Of Validity

- (a) Permits shall be granted by the director of public safety for a period of one-year and may be renewed annually January 1 to December 31.
- (b) No permit shall be granted or renewed unless the following conditions are met:
- (1) The applicant must provide evidence of insurance in compliance with the provisions of state statutes concerning insurance coverage for the motorized golf cart, class 2 all-terrain vehicle or utility task vehicle.
 - (2) The applicant has not had his or her driver's license revoked as the result of criminal proceedings.

(Ord. No. 679 2nd series, § 1, 9-24-2013)

SECTION 6: AMENDMENT “Section 74-268 Revocation” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 74-268 Revocation

The city council may suspend or revoke a permit granted hereunder upon a finding that the holder thereof has violated any of the provisions of this chapter or Minn. Stat. ch. 169, as it may be amended from time to time, or if there is evidence that the permit holder cannot safely operate the motorized golf cart, class 2 all-terrain vehicle or utility task vehicle on designated roadways. Notice and hearing of suspension or revocation of the permit will follow the procedure outlined in city ordinance Chapter 2, Article-VII Administrative Citations.

(Ord. No. 679 2nd series, § 1, 9-24-2013)

SECTION 7: AMENDMENT “Section 74-266 Restrictions” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 74-266 Restrictions

The following restrictions apply to the operation of permitted class 2 all-terrain vehicles or utility task vehicles:

- (a) A class 2 all-terrain vehicle or utility task vehicle may be operated under permit on designated roadways if it is equipped with all of the following:
 - (1) Rollover protection bar.
 - (2) Seatbelts for driver and all occupants pursuant to the design occupant load.
 - (3) At least two headlights.
 - (4) At least one tail light.
 - (5) Front and rear turn-signal lights.
 - (6) An exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror to provide the driver with adequate vision from behind as required by Minn. Stat. § 169.70.
 - (7) Permit display as may be required by the city upon approval.
- (b) Class 2 all-terrain vehicle or utility task vehicles are permitted to operate only on designated roadways, city streets or alleys - except as prohibited by section 74-262(b) (1)—(5) — but not state or federal highways, except to cross at designated intersections.
- (c) Class 2 all-terrain vehicles and utility task vehicles may only be operated on designated roadways from sunrise to sunset, unless equipped with original equipment headlights, tail lights, and rear facing brake lights. They shall not be operated in inclement weather conditions or at any time when there is insufficient light to clearly see persons and vehicles on the roadway at a distance of 500 feet. (Minn. Stat. § 169.045 subd. 3)
- (d) Every person operating a class 2 all-terrain vehicle or utility task vehicle under permit on designated roadways has all the rights and duties applicable to the driver of any other vehicle under the provisions of Minn. Stat. ch. 169, as it may be amended from time to time.
- (e) The number of occupants on the class 2 all-terrain vehicle or utility task vehicle may not exceed the design occupant load.
- (f) The drivers of the class 2 all-terrain vehicle or utility task vehicle must be approved in the application and shall be able to provide proof of authorization while operating the class 2 all-terrain vehicle or utility task vehicle as may be required by the city upon permit approval.

The following restrictions apply to the operation of permitted motorized golf carts:

- (a) A motorized golf cart may be operated under permit on designated roadways if it is equipped with all of the following:
 - (1) Seatbelts for the driver and all occupants pursuant to the designed occupant load.
 - (2) At least two (2) headlights.
 - (3) At least one tail light.
 - (4) Front and rear turn-signal lights.
 - (5) An exterior mirror mounted on the driver's side of the vehicle
 - (6) Either an exterior mirror mounted on the passenger side of the motorized golf cart or an interior mirror that provides the driver with adequate vision to see behind the motorized golf cart as required by Minn. Stat. § 169.70.
 - (7) Slow-moving vehicle emblem provided for in Minn. Stat. § 169.522.
 - (8) Permit display as may be required by the city upon approval.
- (b) Motorized golf carts are permitted to operate only on designated roadways, city streets or alleys - except as prohibited by section 74-262(b)(1) - (5), - but not state or federal highways, except to cross at designated intersections.
- (c) Motorized golf carts may operate on designated roadways between sunset and sunrise if the motorized golf cart is equipped with original equipment headlights, taillights, and rear-facing brake lights.
- (d) Motorized golf carts shall not be operated in inclement weather conditions or at any time when there is insufficient light to clearly see persons and vehicles on the roadway at a distance of 500 feet as provided under Minn. Stat. § 169.045 subd. 3.
- (e) Every person operating a motorized golf cart under permit on designated roadways has all the rights and duties applicable to the driver of any other vehicle under the provisions of Minn. Stat. Ch. 169, as it may be amended from time to time.
- (f) The number of occupants on the motorized golf cart may not exceed the designed occupant load.
- (g) The drivers of the motorized golf cart must be approved in the application and shall be able to provide proof of authorization while operating the motorized golf cart as may be required by the city upon permit approval.

(Ord. No. 679 2nd series, § 1, 9-24-2013)

SECTION 8: **EFFECTIVE DATE** This Ordinance shall take effect after its passage and summary publication.

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL

Presiding Officer

Attest

Robert Byrnes, Mayor, City of
Marshall

Steven Anderson, City Clerk, City of
Marshall



October 9, 2024

Mayor and Council,

I am writing to express my concerns regarding the potential allowance of golf carts on public roads within the City of Marshall. Community Transit of United Community Action Partnership offers public transportation service to 8 Counties in Southwest Minnesota, which includes the City of Marshall. The Marshall fleet has 13 buses that operate 7 days a week that provide over 65,000 passenger trips while putting on close to 160,000 miles within the city limits annually.

While I recognize the appeal of golf carts as an alternative mode of transportation, I believe that allowing them on public roads pose several significant safety and operational challenges.

Reduced Visibility: Golf carts are smaller and lower to the ground, making them less visible to bus drivers. This increases the risk of collisions, particularly at intersections or during lane changes.

Increased Stopping Time: Buses typically require a longer stopping distance due to their size and weight. If golf carts suddenly enter the roadway or slow down unexpectedly, it can lead to rear-end collisions or other accidents.

Traffic Flow Disruption: Golf carts move slower than regular traffic, which can disrupt the flow and lead to congestion. This may force buses to navigate around them, increasing the likelihood of accidents.

Passenger Safety: Sudden stops or swerves to avoid golf carts can endanger bus passengers, especially riders, although seat belted, who are unable to hold on securely.

Pedestrian Conflicts: Golf carts often share spaces with pedestrians, which can create confusion and lead to unsafe situations, particularly near bus stops where foot traffic is common.

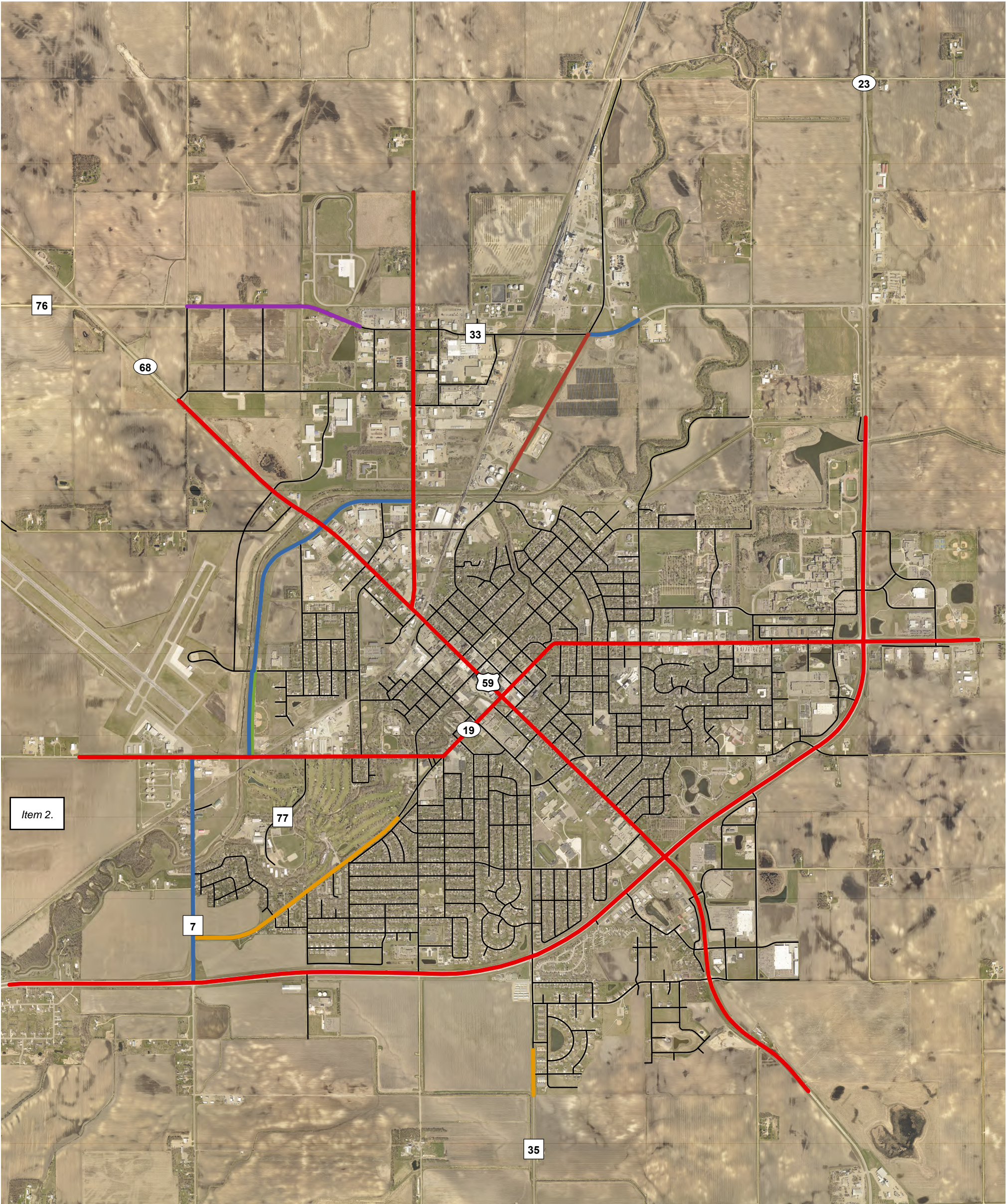
Public Transit Impact: Allowing golf carts could undermine public transit initiatives by diverting potential riders from buses. This could lead to decreased ridership and funding challenges for our public transit system, which is crucial for many residents.

In light of these concerns, I strongly urge the Council to reconsider any plans to allow golf carts on public roads throughout the City of Marshall. Our priority should be to maintain a safe, efficient, and cohesive transportation system that serves the best interests of all residents. We appreciate your support and thank you for your attention to this important matter.

Best,

Michelle Miranowski
Transportation Operations Administrator
United Community Action Partnership

Marshall Speed Limits



Item 2.



0 1,000 2,000 4,000 Feet

SPEED LIMIT

- 30
- 35
- 40
- 45

— 50

— 55

— 60

STATE HIGHWAY

— STATE HIGHWAY

The City of Marshall and its employees make no warranties, expressed or implied, nor assumes any legal liability or responsibility for the accuracy, completeness, usefulness of information and/or representations regarding the quality, reliability, currency and suitability of this information for any purposes. This map has been produced from various sources. Every effort has been made to ensure the accuracy of this map. However, the City of Marshall assumes no responsibility for actual or consequential damage incurred as a result of any person's reliance on this information. This information is subject to change at any time without notice.

Population	City	Allows ATV/UTV	Allows Golf Cart	Notes
24,453	🏠 Faribault, Minnesota	No	Yes	Only allowed on certain roads
21,015	🏠 Willmar, Minnesota	No	No	No snowmobiles in city limits
16,168	🏠 Buffalo, Minnesota	No	No	
14,646	🏠 Robbinsdale, Minnesota	No	No	
14,599	🏠 Hutchinson, Minnesota	Yes	Yes	
14,455	🏠 Monticello, Minnesota	Yes	Yes	
14,395	🏠 Brainerd, Minnesota	No	No	
14,335	🏠 Alexandria, Minnesota	Not specified	Yes	Permit issued to specific drivers.
14,275	🏠 North Mankato, Minnesota	Yes	Yes	Only on roads 30mph or less.
14,120	🏠 New Ulm, Minnesota	Yes	Yes	Permit specific to driver, not vehicle. Occupants <18 DOT helmet
14,119	🏠 Fergus Falls, Minnesota	No	Yes	GC allowed on 8 Roads
13,947	🏠 Worthington, Minnesota	No	No	
13,862	🏠 Sauk Rapids, Minnesota	No	No	ATV in emergency only when travel by car impractical
13,628	🏠 Marshall, Minnesota	Yes	No	
13,295	🏠 Rogers, Minnesota	No	No	
13,249	🏠 Mounds View, Minnesota	No	No	GC only allowed on certain roads. ATV cannot be driven on roads from March 16 - Nov 14
13,033	🏠 Waconia, Minnesota	Yes	No	
12,568	🏠 Cloquet, Minnesota	Yes	Yes	
12,066	🏠 St. Peter, Minnesota	Yes	Yes	Occupants <18 DOT helmet. GC only by physical handicap
11,335	🏠 Lake Elmo, Minnesota	Yes	Yes	
11,126	🏠 Grand Rapids, Minnesota	Yes	Yes	
10,487	🏠 Fairmont, Minnesota	Yes	Yes	

SUMMARY ORDINANCE NUMBER 24-017

AN ORDINANCE AMENDING CHAPTER 74-VII, DIVISION 3-2 PERMIT FOR CLASS 2 ALL-TERRAIN VEHICLES AND UTILITY TASK VEHICLES

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

Section 1: City Code of Ordinances, Chapter 74-VII, Division 3-2 Permit for Class 2 All-Terrain Vehicles and Utility Task Vehicles is amended in summary as follows:

Motorized Golf Carts, with a permit issued by the City, may operate on public streets designated by the City. Permits may be obtained at the City Clerk's office located at 344 W. Main Street.

Section 2: It is hereby determined that publication of this Title and Summary Ordinance will clearly inform the public of the intent and effect of Ordinance No. 24-017.

It is hereby directed that only the above Title and Summary of Ordinance No. 24-017 be published conforming to Minnesota Statutes §331A.01 with the following:

NOTICE

Persons interested in reviewing a complete copy of the Ordinance may do so online at ci.marshall.mn.us or at the office of the City Clerk, City Offices, 344 West Main Street, Marshall, Minnesota 56258.

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

Passed and adopted by the Common Council this 22nd day of October 2024.

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

ATTEST:
Steven Anderson
City Clerk



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 22, 2024
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Consider Award of Proposals for the Pickup of Refuse at Various City Locations
Background Information:	A request for proposals was sent in September from the four current licensed refuse haulers in the City of Marshall. Quotes were received on October 17 th , 2024, for the removal of garbage and trash from numerous municipal locations within the City of Marshall. Proposals were received from two companies and a copy of the bid tab and the 2025-2026 contract are enclosed.
Fiscal Impact:	\$25,980.00 + Alternates (Same Day Services)
Alternative/ Variations:	
Recommendations:	To award the 2025-2025 Garbage/Refuse Hauling contract to Sweetman Sanitation of Echo, MN in the amount of \$25,980.

GARBAGE PROPOSALS FOR 2025/26

		Southwest Sanitation	Sweetman Sanitation	Waste Management	West Central Sanitation	
Location	Job Description					
1.	Wastewater Treatment Plant	Twice per week, two (2) one yard containers	\$ 7,141.00	\$ 4,320.00	No quote	No quote
		Twice per week, one (1) one and one-half yard container	\$ 3,096.00	\$ 3,360.00	No quote	No quote
2.	Municipal Airport	Once a week, one (1) one yard container	\$ 1,548.00	\$ 1,080.00	No quote	No quote
		Twice a week, one (1) three yard container	\$ 2,476.00	\$ 4,560.00	No quote	No quote
3.	Street Department Shops	Once per week, one (1) one yard container	\$ 1,548.00	\$ 1,080.00	No quote	No quote
4.	Main Street between College Drive and 5th Street	Twelve (12) sidewalk containers, once (1) per week. Pickup before 6:00 A.M.	\$ 3,947.00	\$ 2,160.00	No quote	No quote
5.	Third Street between Main Street and Lyon Street	Four (4) garbage and Four (4) recycling sidewalk containers, once (1) per week. Pickup before 6:00 A.M.	\$ 1,316.00	\$ 1,620.00	No quote	No quote
6.	Municipal Liquor Store	Two (2) times per week, one (1) one and one-half yard container	\$ 3,096.00	\$ 3,360.00	No quote	No quote
7.	Municipal Building	Two (2) times per week, one (1) one and one-half yard container	\$ 3,096.00	\$ 3,360.00	No quote	No quote
8.	Adult Community Center	Once per week one (1) one yard container	\$ 3,096.00	\$ 1,080.00	No quote	No quote
Sub Total			\$ 30,360.00	\$ 25,980.00	\$ -	\$ -
Tax (17%)			\$ 5,161.20	\$4,416.60	\$ -	\$ -
Total Bid			\$ 35,521.20	\$30,396.60	\$ -	\$ -

ON CALL SAME DAY

FOR THE FOLLOWING LOCATIONS:

Location		Southwest Sanitation	Sweetman Sanitation	Waste Management	West Central Sanitation
A.	One (1) yard container: Municipal Airport	\$ 15.00	\$ 10.00		
B.	One and one-half (1 1/2) yard container: Fire Station	\$ -	\$ 15.00		
	Animal Impound	\$ 19.00	\$ 15.00		
	MERIT Center	\$ 17.00	\$ 15.00		
C.	Three (3) yard container: Legion Field Park	\$ 24.50	\$ 20.00		
	Justice Park	\$ 24.50	\$ 20.00		
	Softball Complex	\$ 24.50	\$ 20.00		
	Swimming Pool	\$ 24.50	\$ 20.00		
	Park Maintenance Shop	\$ 24.50	\$ 20.00		
	Saturday Service	\$ 24.50	\$ 20.00		
D.	Six (6) yard container: Independence Park	\$ 42.50	\$ 40.00		
	Saturday Service	\$ 42.50	\$ 40.00		

FEE FOR RECYCLING

1.	Wastewater Treatment Plant	On Call	\$ 15.00	\$ 15.00		
2.	Municipal Building	On Call	\$ 15.00	\$ 15.00		
3.	Independent Park	On Call	\$ 15.00	\$ 15.00		
4.	Legion Park Shop	On Call	\$ 15.00	\$ 15.00		
5.	Municipal Liquor Store	Recyclable corrugated cardboard 4 times/week	\$190/month	\$200/month		
6.	Swimming Pool	On Call	\$ 15.00	\$ 15.00		
7.	Street Department	On Call	\$ 15.00	\$ 15.00		
8.	MERIT Center	On Call	\$ 15.00	\$ 15.00		
9.	Adult Community Center	Once per week	\$66.65/month	\$50/month		

GARBAGE / REFUSE HAULING CONTRACT WITH SWEETMAN SANITATION

This Contractor Services Agreement (this "Agreement") is made this 22nd day of October, 2024 by and between the City of Marshall, a Minnesota municipal corporation located at 344 Main St. Marshall, MN 56258 (the "City"), and COMPANY NAME, a business organized under the laws of the State of Minnesota and located at ADDRESS (the "Contractor"), collectively the "Parties".

I. DEFINITIONS.

- a. *Comingled recyclables* means any collection system in which a licensed hauler mixes different types of targeted recyclables in a single container.
- b. *Garbage* means all putrescible wastes, excluding animal offal and carcasses of dead animals, human excreta, sewage and other water-carried wastes.
- c. *Recyclables* means materials, which may be recycled or reused through recycling processes including targeted recyclables.
- d. *Recycling* means applications consistent with the definition in Minn. Statutes Section 115A.03, Subd. 25b and approved by the Minnesota Pollution Control Agency and Lyon County.
- e. *Refuse* means garbage and rubbish but shall not include sewage.
- f. *Rubbish* means the same as that term is defined in Minn. Stat. § 443.27.
- g. *Special pickup* means any collection or materials other than garbage, other refuse, recyclables or yard waste including white goods, furniture, oversized materials, and construction debris.
- h. *Targeted recyclables* means aluminum and metal beverage containers, glass containers (clear, green, and brown glass containers and excludes all window pane glass), newsprint, periodicals, corrugated cardboard, paperboard, direct mail advertising/mixed paper, plastic, narrow necked containers with number 1 and number 2 designation, and other materials as defined by resolution.
- i. *Materials Recovery Facility (MRF)* is a facility in which recyclable materials are processed. The facility will conform to all applicable rules, regulations and laws of state, local, or other jurisdictions.

II. **SERVICES TO BE PROVIDED.** The Contractor, for and in consideration of the payment of payments herein specified and by the City to be made, hereby covenants and agrees to furnish all equipment and labor necessary to perform garbage, refuse and recycling collection services to City owned buildings or City controlled public spaces identified below and in the manner set forth in the applicable price table. The frequency of service, size and number of dumpster(s) and/or container(s) may be amended during the contract term by mutual agreement of Parties. The City may request additional units or services during the term of the contract at any of the above or similar locations and the Contractor shall be paid for such additional services at the same rate as for similar type containers at the same or similar locations. All items removed by the Contractor shall be disposed in the Lyon County Landfill and in accordance with the Lyon County solid waste plan and Lyon County ordinances.

III. **CARTS AND CONTAINERS.** All carts and dumpsters provided by the Contractor, must at all times be maintained in good working order and labeled to clearly communicate what materials may be placed in them. Dumpsters and carts shall have different colored lids for recyclables and for refuse management. The Contractor shall replace lids and return emptied dumpsters and containers in the

general location in which they were found. Dumpsters and containers shall not be placed in locations that will block access to walking paths, parking lots, and driveways. The Contractor shall be responsible, at their own expense, to make any necessary modifications, if any, to containers owned by the City of Marshall that may be needed to adapt to the refuse vehicle.

IV. PRICE TABLES.

- a) Collection. For the tasks outlined in Collection Table below, the City shall pay the Contractor a monthly fee in the amount of \$2,165.00 with the annual amount of fees paid by the City to Contractor for Collection not to exceed \$25,980.00. The City shall not be responsible for payment for any additional work performed by the Contractor that is not expressly requested by the City or otherwise pre-approved by the City in writing. The selected Contractor shall not include "miscellaneous charges" on invoices submitted to the City. These shall include but not be limited to: truck or vehicle charges, mileage reimbursement, parking charges, consumable incidental materials, shop materials, processing fees, routine environmental charges, or the like.

Location	Job Description		
1. Wastewater Treatment Plant	Twice per week, two (2) one-yard containers	\$	4,320.00
	Twice per week, one (1) one and one-half yard container	\$	3,360.00
2. Municipal Airport	Once a week, one (1) one yard container	\$	1,080.00
	Twice a week, one (1) three yard container	\$	4,560.00
3. Street Department Shops	Once per week, one (1) one yard container	\$	1,080.00
4. Main Street between College Drive and 5th Street	Twelve (12) sidewalk containers, once (1) per week. Pickup before 6:00 A.M.	\$	2,160.00
6. Third Street between Main Street and Lyon Street	Eight (8) sidewalk containers, once (1) per week. Pickup before 6:00 AM	\$	1,620.00
7. Municipal Liquor Store	Two (2) times per week, one (1) one and one-half yard container	\$	3,360.00
8. Municipal Building	Two (2) times per week, one (1) one and one-half yard container	\$	3,360.00

7. Adult Community Center Building	Once (1) per week one (1) one yard container	\$ 1,080.00
------------------------------------	---	-------------

Sub Total \$ 25,980.00

b) On Call Same Day.

Location	Job Description		
1. One (1) yard container: (1) Municipal Airport	On Call	\$	10.00
2. One and one-half (1 1/2) yard container: (1) Fire Station (2) Animal Impound (3) MERIT Center	On Call On Call On Call	\$ \$ \$	15.00 15.00 15.00
3. Three (3) yard container: (1) Legion Field Park (2) Justice Park (3) Softball Complex (4) Swimming Pool (5) Park Maintenance Shop (6) Saturday Service for above locations	On Call On Call On Call On Call On Call On Call	\$ \$ \$ \$ \$ \$	20.00 20.00 20.00 20.00 20.00 20.00
4. Six (6) yard container: (1) Independence Park (2) Saturday Service for above location	On Call On Call	\$ \$	40.00 40.00

c) Recycling

1. Wastewater Treatment Plant	On Call	\$	15.00
2. Municipal Building	On Call	\$	15.00
3. Independence Park (Baseball Complex)	On Call	\$	15.00
4. Legion Park (Baseball Complex)	On Call	\$	15.00
5. Municipal Liquor Store (M/TH/F/SAT)	Recyclable corrugated Cardboard 4 times/week	\$	200.00/month
6. Aquatic Center	On Call	\$	15.00
7. Street Department	On Call	\$	15.00
8. MERIT Center	On Call	\$	15.00

9.	Adult Community Center	Once per week	\$ 50.00/month
----	------------------------	---------------	----------------

V. **INVOICING.** The Contractor shall submit itemized invoices monthly for the services it provides to the City after completion of the services specified in the Proposal. The itemized invoices shall clearly identify all work completed. Invoices submitted will be processed and paid in the same manner as other claims made to the City.

VI. **TERM AND TERMINATION OF AGREEMENT.** This Agreement shall be for a term of two years, commencing on January 1, 2025, and terminating on December 31, 2026. Notwithstanding any other provision herein to the contrary, this Agreement may be terminated as follows: (1) the parties, by mutual written agreement, may terminate this Agreement at any time; (2) the Contractor may terminate this Agreement in the event of a breach of the Agreement by the City, upon providing 30 days' written notice to the City; (3) the City may terminate this Agreement at any time at its option, for any reason or no reason at all.

VII. **INDEPENDENT CONTRACTOR.** All services provided pursuant to this Agreement shall be provided by the Contractor as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of the Contractor, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall not be considered employees of the City. Any and all actions which arise as a consequence of any act or omission on the part of the Contractor, its officers, employees, subcontractors, or agents, or other persons engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall not be the obligation or responsibility of the City. The Contractor, its officers, employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated herein. The Contractor shall pay all laborers employed in the performance of this contract.

VIII. **INDEMNIFICATION.** The Contractor, and any and all officers, employees, subcontractors, and agents of the Contractor, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall indemnify, defend, and hold harmless the City and its officials, employees, contractors and agents from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by the Contractor, its officers, employees, subcontractors, and agents, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement. In no event shall the City be liable to the Contractor for consequential, incidental, indirect, special, or punitive damages. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise.

IX. **INSURANCE.** The Contractor agrees that before any of the services can be performed hereunder, the Contractor shall procure at a minimum:

- a) Worker's compensation insurance as required by Minnesota state law.
- b) Commercial general liability in an amount of not less than \$1,500,000.00 per occurrence and \$2,000,000 annual aggregate, for damages for bodily injury, including death, and property damage.
- c) Umbrella automobile liability insurance covering owned, non-owned and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less the \$1,500,000 per accident for property damage, \$1,500,000 for bodily injuries, damages, and/or death to any one person, and \$2,000,000 aggregate, for total bodily injuries, damages, and/or

death arising from any one occurrence.

- d) If the work the Contractor performs related to the Proposal involves working with, or the potential release of, a hazardous substance, then the Contractor shall be required to procure double the insurance policy limits of those noted above.

To meet the commercial general liability requirements, the Contractor may use a combination of excess and umbrella coverage. The Contractor shall provide the City with a current certificate of insurance listing the City as an additional insured with respect to the commercial general liability and umbrella or excess liability. Such certificate of liability insurance shall contain a statement that such policies shall not be canceled or amended unless 30 days' written notice is provided to the City, 10 days' written notice in the case of non-payment. The Contractor agrees to keep in force the above provisions at all times during the term of this Agreement

- X. **NO DISCRIMINATION.** The Contractor agrees that in the hiring of common or skilled labor for the performance of any work under this contract, the Contractor, shall not by reason of race, creed or color, discriminate against any person or persons who are citizens of the United States and who are qualified. That he shall not in any manner discriminate against or intimidate or prevent the employment of any such person or persons, or on being hired, prevent or conspire to prevent, any such person or persons from the performance of work under this contract on account of race, creed or color, religion, sex, or national origin. That any violation of this paragraph shall be a misdemeanor, and that this contract may be cancelled or terminated by the City and all money due, or to become due hereunder, may be forfeited, for a second or any subsequent violation of the terms or conditions of this contract.
- XI. **CONFLICT OF INTEREST.** The Contractor shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety.
- XII. **THIRD PARTY RIGHTS.** The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
- XIII. **NOTICES.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, first class and postage fully prepaid, and addressed to the addresses above, or at such other address as either party may provide to the other by notice given in accordance with this provision.

XIV. MISCELLANEOUS PROVISIONS.

- a) Entire Agreement. This Agreement shall constitute the entire agreement between the City and the Contractor and supersedes any other written or oral agreements between the City and the Contractor. This Agreement can only be modified in writing signed by the City and the Contractor.
- b) Data Practices Act Compliance. Data provided, produced or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The Contractor will immediately report to the City any requests from third parties for information relating to this Agreement. The Contractor agrees to promptly respond to inquiries from the City concerning data requests.
- c) Audit. Pursuant to Minnesota Statutes, Section 16C.05, Subd. 5, the Contractor agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and invoice transactions relating to this Agreement. Contractor must retain all records pertaining to its services to the City for a minimum of six years after termination of this Agreement.
- d) Choice of Law and Venue. This Agreement shall be governed by and construed in accordance

with the laws of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.

- e) No Assignment. This Agreement may not be assigned by either party without the written consent of the other party.
- f) Agreement Not Exclusive. The City retains the right to hire other additional contractors in the City's sole discretion.
- g) Severability. The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.
- h) Waiver. Any waiver by either party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
- i) Compliance with Laws. The Contractor shall exercise due care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations in effect as of the date the Contractor agrees to provide the applicable services detailed in Exhibit A.
- j) Headings. The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be signed on their behalf by the proper officers thereunto duly authorized and their corporate seal to be hereto affixed, the day and year first above written.

CITY OF MARSHALL, MINNESOTA

ATTEST:

City Clerk

By: _____
Mayor

By: _____
Signature of Agent or Officer
Acting for Contractor



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Jim Marshall
Meeting Date:	Tuesday, October 22, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider authorization to declare vehicle as surplus property for the Marshall Police Department.
Background Information:	This vehicle has been abandoned or seized by the Marshall Police Department and has gone through the notification processes and required periods for disposal.
Fiscal Impact:	This vehicle will be auctioned on-line at the state site, sold, or will be taken to Alters for disposal.
Alternative/ Variations:	
Recommendations:	That this vehicle be declared as surplus property by the City of Marshall.

RESOLUTION NUMBER 24-088

**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 vehicle has been seized or declared abandoned and are not needed for current or future municipal operations:

24-17927	10 KIA Optima	LJM 448	KNAGG4A82A5399629	Abandoned
----------	---------------	---------	-------------------	-----------

and;

WHEREAS, the Marshall Police Department has followed Minnesota Statute §168B and its applicable sections for the notifications and required periods for disposal.

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.
5. If no viable buyer is found the surplus property may be taken to a salvage yard and be scrapped.

Approved by the City Council of the City of Marshall, Minnesota, this 22nd day of October 2024.

Mayor

ATTEST:

City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Steven Anderson
Meeting Date:	Tuesday, October 22, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of a LG220 Lawful Gambling Permit for the Shades of the Past
Background Information:	The Shades of the Past had requested to do a raffle during their annual Shades of the Past Car Show at the Runnings parking lot. 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 the Shades of the Past of Marshall on June 7, 2025, at 1101 East Main Street.

MINNESOTA LAWFUL GAMBLING
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: Shades of Past of Marshall, Inc. Previous Gambling Permit Number: X-32310-24-011

Minnesota Tax ID Number, if any: 3840080 Federal Employer ID Number (FEIN), if any: 36-3488188

Mailing Address: PO Box 434

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

Name of Chief Executive Officer (CEO): Wayne Mack

CEO Daytime Phone: 507-829-5810 CEO Email: waynemack219@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): Runnings Store

Physical Address (do not use P.O. box): 1101 East Main Street

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

Date(s) of activity (for raffles, indicate the date of the drawing): 6-7-25

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.

LG220 Application for Exempt Permit

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: City of Marshall

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: Wayne Mack Date: _____
(Signature must be CEO's signature; designee may not sign)

Print Name: Wayne Mack

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.

**CITY OF MARSHALL
AGENDA ITEM REPORT
COUNCIL 10/22/24**

Presenter:	Ilya Gutman
Meeting Date:	Tuesday, October 22, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Introduction of the Ordinance Amendment to Chapter 86, Article VI-1, Section 86-165 Structures in Residential Districts.
Background Information:	<p>The current ordinance prohibits fuel tanks over 50 gallons in residential areas. This provision was intended to limit a possibility of using propane to heat the entire house, thus minimizing potential fire danger and unsightly appearance. On the other hand, smaller tanks were permitted to allow for enough fuel for a fireplace or garage heater in otherwise electrically heated houses. It was recently brought up that even a 100-gallon tank will not be enough to provide heat for the entire dwelling, making it reasonable to increase the maximum tank size to 100 gallons. Provision for screening it with a fence will stay.</p> <p>At its September 24, 2024, meeting, Legislation and Ordinance committee reviewed this change and recommended approval.</p> <p>The Planning Commission conducted a public hearing on October 9, 2024, and unanimously recommended approval.</p>
Fiscal Impact:	None.
Alternative/ Variations:	None recommended.
Recommendations:	Planning Commission and staff recommend that the Council introduce the Ordinance amending Sec. 86-165 Structures in Residential Districts to allow tanks up to 100 gallons.

Section 86-165 Structures In Residential Districts

For all permitted non-accessory structures in the R-1, R-2, R-3 and R-4 Districts, the following shall apply:

- (a) Such structures shall comply with all applicable zoning regulations for the zone in which they are located and with all applicable state statutes and codes.
- (b) A building permit and any other required permits shall be obtained for such structures.
- (c) No such structures shall have a footprint of less than 800 square feet, not including an attached garage, unless such garage has habitable space above.
- (d) No such structures shall have a dimension of less than 24 feet at its narrowest point, as measured from faces of exterior walls, in any direction, except entries, porches, and similar attachments.
- (e) Any such structure shall be placed on permanent building code compliant foundation that is continuous around the entire perimeter of the building except for decks, porches, or similar attached structures or rooms constituting less than 25 percent of the building footprint area.
- (f) Any such structure shall have exterior wall finish materials extend down to foundation or within 12 inches above grade, whichever is less. Wainscoting, if used, shall be minimum of 36 inches high.
- (g) Any such structure shall have a sloped roof with at least 3/12 pitch over at least half of the building; a flat roof is permitted over entire buildings larger than 1,200 square feet in footprint or taller than two stories.
- (h) No such structure shall use materials with exposed fasteners as an exterior finish, except sloped roofs.
- (i) In R-1 one family residence district, direct and independent connection to city utilities shall be required for each such structure and no exterior above-ground fuel tanks shall be allowed, except one tank, 10050 gallons or less, properly located and screened, may be permitted.
- U) In R-1 one-family residence district, not more than one such structure may be built on a single lot.
- (k) Nothing in this article shall prevent the regulation of uses of property by means of restrictive covenants.

(Code 1976, § 11.19(5); Ord. No. 732 2nd Series, § 1, 1-8-2019)

State law reference(s)-Manufactured home park to be conditional use in any district allowing buildings used or intended to be used by two or more families, Minn. Stat. § 462.357, subd. 1b.

HISTORY

Amended by Ord. [22-011](#) on 11/7/2022



**CITY OF MARSHALL
AGENDA ITEM REPORT
COUNCIL 10/22/24**

Presenter:	Ilya Gutman
Meeting Date:	Tuesday, October 22, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Introduction on the Ordinance Amendment to Chapter 86, Article IV, Section 86-97 Low Density Residence District.
Background Information:	<p>The ordinance provides for minimum lot size in this district, but also requires enlarged lot for duplexes. However, since duplexes are permitted by a conditional use only, specific lot size limitation for duplexes seems redundant because it will be a part of considerations for granting a conditional use permit. Therefore, staff recommends removing this regulation.</p> <p>At its September 24, 2024, meeting, Legislation and Ordinance committee reviewed this change and recommended approval.</p> <p>The Planning Commission conducted a public hearing on October 9, 2024, and unanimously recommended approval.</p>
Fiscal Impact:	None.
Alternative/ Variations:	None recommended.
Recommendations:	Planning Commission and staff recommend that the Council introduce the Ordinance amending Sec. 86-97 Low Density Residence District by removing additional lot size requirements for duplexes.

Section 86-97 R-1 Low Density Residence District

- (a) *Intent; scope.* This section applies to the R-1 one-family residence district. This R-1 district is intended to preserve and enhance low density (less than 6 units per acre) residential areas.
- (b) *Permitted uses.* The following uses shall be permitted in the R-1 low density residence district:
- (1) Residential facility serving six or fewer individuals.
 - (2) Day care facility serving 14 or fewer individuals.
 - (3) One-family detached dwellings.
- (c) *Permitted accessory uses.* The following uses shall be permitted accessory uses in the R-1 low density residence district:
- (1) Accessory uses customarily incidental to the uses permitted in this section, such as private vehicle garages.
 - (2) Accessory building complying with section 86-163, including, but not limited to, private garages, storage sheds, fallout shelters, and gazebos.
 - (3) Accessory equipment complying with section 86-164, including, but not limited to, solar energy collectors and systems, playgrounds, and sports courts.
 - (4) Bed and breakfast facility, provided property is registered with the City as a rental.
 - (5) Offices of persons and home occupations meeting the specific conditions of Section 86-50, provided an interim use permit is obtained when required.
Keeping boarders and/or roomers by a resident family, provided the property is registered with the City as a rental.
 - (6) Private swimming pool and hot tub when completely enclosed within a non-climbable fence five feet high with openings no greater than four inches in any dimension and self-closing and self-locking gate. Swimming pools exempt from the building permit requirements as defined in the state building code and hot tubs with latchable covers do not need to be enclosed.
 - (7) Private amateur radio towers and antennas complying with division 6.
 - (8) Private gardens complying with Section 86-247 (a) (5).

(d) *Conditional uses.* All conditional use permits for the R-1 district may only be issued if the proposed use meets the specific requirements of this section and also meets the supplemental regulations as outlined in article VI and meets the eligibility for conditional use permits as specified in article II, division 2. The following uses may be allowed in the R-1 low density district by conditional use permit:

- (1) Fire stations, community center buildings, public libraries and essential public utility structures serving the surrounding area.
- (2) One-family manufactured homes.
- (3) Other residential uses of the same general character as listed in subsection (b).
- (4) Parks and recreational areas, public or private.
- (5) Religious institutions as defined under Minnesota State Statutes.
- (6) School, public or private, kindergarten through grade 12.
- (7) Two-family dwellings under single ownership, joint ownership or tenants in common.
- (8) Two-family dwellings under split ownership under the following conditions:
 - a. The dwellings have separate utility service lines to each unit.
 - b. The owners execute and record a common maintenance agreement containing covenants as to uniformity of exterior appearance of the dwellings.
 - c. Proper separation of units, occurring along the lot line, exists as provided by the building code.
 - d. Such dwellings comply with all yard regulations for single-family dwellings, except side yard regulations between the dwelling units.
 - e. The dwelling location on the lot be compatible with the neighborhood.
 - f. Landscaping, fencing, grading, exterior lighting, and driveway conform to the surrounding neighborhood.
 - g. Any accessory building is compatible with the dwellings and the surrounding neighborhood.
 - h. The dwellings shall be a maximum height of two stories.
 - i. Not more than 50 percent of the lot area shall be occupied by buildings.

(e) *Height and yard regulations.* Height, yard, area and lot width and depth regulations for the R-1 district are as follows:

- (1) *Height regulations.* No building hereafter erected or altered shall exceed 3 stories or 30 feet in height.
- (2) *Front yard regulations.*
 - a. There shall be a front yard having a depth of not less than 25 feet except as otherwise provided in this section.
 - b. There shall be a front yard of not less than 35 feet on a lot or plot that abuts a thoroughfare as shown on the city zoning map.
- (3) *Side yard regulations.* There shall be a side yard on each side of a building, each having a width of not less than five feet, except for non-residential uses, the width shall be no less than 20 feet if abutting another one-family residence district lot.
- (4) *Rear yard regulations.* There shall be a rear yard having a depth of not less than 25 percent.
- (5) *Lot or plot area regulations.*

a. Every lot or plot shall contain an area of not less than 8,000 square feet.

~~b. Every lot or plot upon which a two-family dwelling is erected or altered shall contain an area of not less than 10,000 square feet.~~

- (6) *Lot width and depth regulations.* Every lot or plot depth regulations. Every lot or plot shall have a minimum width of not less than 70 feet of the lot or plot depth, or 18 percent of the lot or plot depth for a two-street corner lot at the the building setback line, and a minimum depth of not less than 110 feet.

(f) *Supplemental regulations.* Additional regulations in the R-1 low density residence district are set forth in article VI.

(Code 1976, § 11.07; Ord. No. 407 2nd series, § 1, 12-21-1998; Ord. No. 443, § 3, 11-6-00; Ord. No. 529 2nd series, § 1, 7-5-2005; Ord. No. 590 2nd series, § 1, 2-19-2008; Ord. No. 699 2nd series, § 1, 9-9-2015; Ord. No. 712 2nd series, § 1, 9-13-2016; Ord. No. 732 2nd Series, § 1, 1-8-2019)

HISTORY
Amended by Ord. [24-007](#) on 5/14/2024

Formatted: Indent: Left: 1.71", No bullets or numbering



**CITY OF MARSHALL
AGENDA ITEM REPORT
COUNCIL 10/22/24**

Presenter:	Ilya Gutman
Meeting Date:	Tuesday, October 22, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Introduction of the Ordinance Amendment to Chapter 86, Article II-1, Section 86-31 Prohibited Uses
Background Information:	<p>With the current trend to develop wind towers and all controversy surrounding those developments, it seems reasonable to limit this development at least within the city limits. Proposed restriction will still allow decorative or single use wind towers, but not commercial developments.</p> <p>At its September 24, 2024, meeting, Legislation and Ordinance committee reviewed this change and recommended approval.</p> <p>The Planning Commission conducted a public hearing on October 9, 2024, and unanimously recommended approval.</p>
Fiscal Impact:	None.
Alternative/ Variations:	None recommended.
Recommendations:	Planning Commission and staff recommend that the Council introduce the Ordinance amending Sec. 86-31 Prohibited uses by limiting wind tower construction.

Section 86-31 Prohibited Uses

- a) *Intent and purpose.* It is recognized there are some uses which, because of their very nature, have serious objectionable characteristics and are not compatible with the comprehensive plan, adjacent uses, or appropriate for location within the city. Special regulation of some uses is necessary to ensure that these adverse effects will not contribute to blight or downgrading of the value of surrounding properties, and to protect the health, welfare and safety of the public in general.
- b) *Prohibited uses.*
- 1) Wind towers exceeding maximum permitted building height or 50 feet, whichever is less~~Reserved~~.
 - 2) Open or subsurface mining ~~and processing~~ of earth, minerals, sand, gravel, stone or other raw materials.
 - 3) Incinerators for refuse disposal or refuse derived fuel generators for energy conversion systems.
 - 4) Explosives or fireworks manufacturing.
 - 5) Sanitary landfill operations for disposal of refuse.
 - 6) Free standing commercial furnaces.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Lauren Deutz
Meeting Date:	Tuesday, October 22, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider the Approval of Partial Release of Development Contract and Modification of Declaration of Restrictions for Stone Meadows
Background Information:	<p>Kuepers Inc, a family-owned and operated development and construction company based out of Brainerd, has approached staff about the development of a 108-unit market rate housing development. The project, Stone Meadows, would include three, 36-unit apartment buildings.</p> <p>The identified project site is parcel 27-420005-0 identified as Outlot B of J-C Boyer Addition located directly behind the former Shopko building. The site has a recorded Declaration of Restrictions controlled by Wal-Mart Stores, Inc which restricts residential development without prior consent from Wal-Mart and surrounding property owners. The City, as the successor declarant of Outlot D and Outlot C, must also approve the release/amendment to the restrictive covenants. The City’s Modification of Declaration of Restrictions will be subject to the consent of Wal-Mart Real Estate Business Trust.</p> <p>Following review by Wal-Mart Real Estate Business Trust, further clarification was requested resulting in an updated version of the Modification of Declaration of Restrictions. Kuepers Inc is also seeking Partial Release of the Development Agreement releasing the company from all of the restrictions, covenants, encumbrances, obligations, terms and conditions of the Development Contract.</p> <p>Also included is a resolution to fully terminate the development contract at a later date which would still require review and approval from Wal-Mart Real Estate Business Trust. This resolution would clear up any remaining obligations and would not delay the closing of the property for Kuepers Inc.</p>
Fiscal Impact:	-
Alternative/Variations:	
Recommendations:	<ol style="list-style-type: none"> 1) To adopt Resolution 24-090 Approving the Partial Release of a Development Contract and authorizing approval of a Modification of Declaration of Restrictions for Stone Meadows. 2) To adopt Resolution 24-094 Approving the Termination of a Development Contract with Wal-Mart RE.

RESOLUTION NO. 24-090

**APPROVING PARTIAL RELEASE OF DEVELOPMENT CONTRACT
WITH WAL-MART REAL ESTATE BUSINESS TRUST**

BE IT RESOLVED by the City Council of the City of Marshall, Minnesota (the "City") as follows:

Section 1. Background.

1.01. The City and Wal-Mart Real Estate Business Trust, a Delaware statutory trust (the "Developer") entered into that certain First Development Contract for J-C Boyer Addition dated May 17, 2004, recorded on June 16, 2004, as Document No. 154408 in the office of the County Recorder in and for Lyon County, Minnesota (the "Development Contract").

1.02. The Development Contract provides for the construction of Developer-Constructed Improvements (defined in the Development Contract to mean the improvements listed in Section 6 thereof) and City-Constructed Improvements (defined in the Development Contract to mean the improvements listed in Section 6 thereof).

1.03. Section 27.G. of the Development Contract provides in relevant part: "This Contract shall run with the land and may be recorded against the title to the Developed Area. The City agrees to execute a recordable document evidencing the satisfaction of Developer's obligations hereunder at the time the City accepts the Developer-Constructed Improvements."

1.04. The Development Contract was recorded against and encumbers Outlot B, in J-C Boyer Addition, Lyon County, Minnesota (the "Property").

1.05. The Developer has performed all of its obligations under the Development Contract, including construction of the Developer-Constructed Improvements and transfer of ownership of all portions of the Developer-Constructed Improvements lying within public rights of way to the City for consideration of \$1.00.

1.06. The City has agreed to release the Property from the Development Contract pursuant to a Partial Release of Development Contract (the "Partial Release").

1.07. The City Council has reviewed the Partial Release and has determined that it is in the best interests of the City to approve and execute the Partial Release.

Section 2. Approval of Partial Release.

2.01. The City approves the Partial Release and authorizes and directs the Mayor and City Administrator to execute same, in substantially the form on file, subject to modifications that do not alter the substance of the transaction and are approved by the Mayor and City Administrator, provided that execution of the Partial Release by such officials will be conclusive evidence of their approval.

2.02. City officials and consultants are authorized to take any other actions necessary to carry out the City's obligations under the Partial Release.

Approved by the City Council of the City of Marshall, Minnesota this 22nd day of October, 2024.

Mayor

ATTEST:

City Clerk

PARTIAL RELEASE OF DEVELOPMENT CONTRACT

The **City of Marshall**, a Minnesota municipal corporation (the “**City**”), makes this Partial Release of Development Contract (the “**Release**”) effective as of October 22, 2024 (the “**Effective Date**”).

RECITALS

- A. The City and Wal-Mart Real Estate Business Trust, a Delaware statutory trust (“**Developer**”) entered into that certain First Development Contract for J-C Boyer Addition dated May 17, 2004, recorded on June 16, 2004, as Document No. 154408 in the office of the County Recorder in and for Lyon County, Minnesota (the “**Development Contract**”).
- B. The Development Contract was recorded against and encumbers Outlot B, in J-C Boyer Addition to the City of Marshall, Lyon County, Minnesota (the “**Property**”).
- C. The City has agreed to release the Property from the Development Contract.

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City certifies and agrees as follows:

1. The Property is released from all of the restrictions, covenants, encumbrances, obligations, terms and conditions of the Development Contract.
2. This Release shall be recorded against the Property.

[Remainder of page intentionally left blank. Signature page follows.]

The City has executed this Partial Release of Development Contract as of the Effective Date.

CITY OF MARSHALL, MINNESOTA

By _____
Robert J. Byrnes, Mayor

By _____
Sharon Hanson, City Administrator

STATE OF MINNESOTA)
) SS
COUNTY OF LYON)

The foregoing instrument was acknowledged before me on this ____ day of October, 2024, by Robert J. Byrnes, the Mayor of the City of Marshall, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF LYON)

The foregoing instrument was acknowledged before me on this ____ day of October, 2024, by Sharon Hanson, the City Administrator of the City of Marshall, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

THIS INSTRUMENT DRAFTED BY:
Rinke-Noonan (HAM)
1015 West St. Germain, Suite 300
P.O. Box 1497
St. Cloud, MN 56302-1497
(320) 251-6700
28125-0055

MODIFICATION OF DECLARATION OF RESTRICTIONS

The City of Marshall, a municipal corporation and a political subdivision under the laws of the State of Minnesota, is the owner of Lot One (1), Block One (1) of Tall Grass Addition to the City of Marshall (the “City Property”), formerly platted as Outlots C and D of J-C Boyer Addition to the City of Marshall. Subject to the consent of Wal-Mart Real Estate Business Trust, the City of Marshall hereby agrees to a modification of the Declaration of Restrictions dated June 2, 2004, recorded June 16, 2004, as Document No. 154414 in the Lyon County Recorder’s Office (the “Declaration”) to allow Outlot B of J-C Boyer Addition to the City of Marshall (“Outlot B”) to be used for multi-family residential/apartment purposes (“Multifamily Use”), and for so long as Outlot B is so used for Multifamily Use, the City of Marshall agrees that the owner of Outlot B shall be exempt from the parking requirements of requirements of Section 1(a) and the insurance policy requirements of Section 1(c)(iv) of the Declaration for Multifamily Use on Outlot B. The owner of Outlot B shall assure that the tenants and occupants of Outlot B do not use the City Property for parking purposes, other than incidentally associated with such tenant or occupant’s entry as a customer, guest or invitee on the City Property. This Modification shall be automatically null and void if Outlot B shall at any time cease being used for Multifamily Use.

Dated this ____ day of _____, 2024.

[Signature page follows]

CITY OF MARSHALL

By: _____
Robert J. Byrnes
Its: Mayor

By: _____
Sharon Hanson
Its: City Administrator

State of Minnesota)
) ss
County of Lyon)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by Robert J. Byrnes and Sharon Hanson, the Mayor and City Administrator, respectively, of the City of Marshall, a Minnesota municipal corporation and a political subdivision under the laws of Minnesota.

Notary Public

DRAFTED BY:
Paul E. Stoneberg
300 South O’Connell Street
Marshall, MN 56258
Phone: (507) 537-0591
Email: paul@swabstract.com

CONSENT

Wal-Mart Real Estate Business Trust hereby consents to the attached Modification of Declaration of Restrictions executed by the City of Marshall.

Dated: _____, 2024

WAL-MART REAL ESTATE BUSINESS TRUST

By: _____

Its: _____

State of Arkansas)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, the _____ of Wal-Mart Real Estate Business Trust, on behalf of the business trust.

Notary Public

RESOLUTION NO. 24-094

**APPROVING TERMINATION OF DEVELOPMENT CONTRACT
WITH WAL-MART REAL ESTATE BUSINESS TRUST**

BE IT RESOLVED by the City Council of the City of Marshall, Minnesota (the "City") as follows:

Section 1. Background.

1.01. The City and Wal-Mart Real Estate Business Trust, a Delaware statutory trust (the "Developer") entered into that certain First Development Contract for J-C Boyer Addition dated May 17, 2004, recorded on June 16, 2004, as Document No. 154408 in the office of the County Recorder in and for Lyon County, Minnesota (the "Development Contract").

1.02. The Development Contract provides for the construction of Developer-Constructed Improvements (defined in the Development Contract to mean the improvements listed in Section 6 thereof) and City-Constructed Improvements (defined in the Development Contract to mean the improvements listed in Section 6 thereof).

1.03. Section 27.G. of the Development Contract provides in relevant part: "run with the land and may be recorded against the title to the Developed Area. The City agrees to execute a recordable document evidencing the satisfaction of Developer's obligations hereunder at the time the City accepts the Developer-Constructed Improvements."

1.04. The Developer has performed all of its obligations under the Development Contract, including construction of the Developer-Constructed Improvements and transfer of ownership of all portions of the Developer-Constructed Improvements lying within public rights of way to the City for consideration of \$1.00.

1.05. The City and the Developer have agreed to terminate the Development Contract pursuant to a Termination of Development Contract (the "Terminating Document").

1.06. The City Council has reviewed the Terminating Document and has determined that it is in the best interests of the City to approve and execute the Terminating Document.

Section 2. Approval of Terminating Document.

2.01. The City approves the Terminating Document and authorizes and directs the Mayor and City Administrator to execute same, in substantially the form on file, subject to modifications that do not alter the substance of the transaction and are approved by the Mayor and City Administrator, provided that execution of the Terminating Document by such officials will be conclusive evidence of their approval.

2.02. City officials and consultants are authorized to take any other actions necessary to carry out the City's obligations under the Terminating Document.

Approved by the City Council of the City of Marshall, Minnesota this 22nd day of October, 2024.

Mayor

ATTEST:

City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Karla Drown
Meeting Date:	Tuesday, October 22, 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.

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

10/22/2024

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			588,685.49	499,228.80	57,258.65	1,767,927.06	39.31%
ST-012	482-43300-55170	2/27/2024	S Whitney (E College to Jean)	D & G Excavating	1,565,706.60	24,150.00	1,589,856.60			1,283,702.65		67,563.30	238,590.65	84.99%
ST-001	101-43300-53425	3/26/2024	Chip Seals	Pearson Bros., Inc.	132,504.60		132,504.60			144,861.75		7,624.30	(19,981.45)	115.08%
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			118,421.77	1,608.09	6,317.36	35,233.58	78.19%
PK-015	482-45200-55170	4/23/2024	Independence Park parking lot (back)	Towne & Country Excavating LLC	197,216.00	(5,472.00)	191,744.00			191,744.00		-	-	100.00%
					<u>14,679,869.89</u>	<u>706,381.91</u>	<u>15,386,251.80</u>	<u>118,334.63</u>	<u>3,695,016.32</u>	<u>3,111,161.37</u>	<u>500,836.89</u>	<u>183,986.38</u>	<u>2,075,972.21</u>	



Marshall, MN

Check Report

By Vendor Name

Date Range: 09/25/2024 - 10/18/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
6630	3D SECURITY, INC	10/17/2024	EFT	0.00	450.00	18023
4549	A & B BUSINESS, INC	10/11/2024	EFT	0.00	2,369.60	17941
4549	A & B BUSINESS, INC	10/17/2024	EFT	0.00	575.35	18024
4193	A & C EXCAVATING	10/11/2024	Regular	0.00	1,608.09	125086
3764	A & M CONSTRUCTION	10/04/2024	EFT	0.00	300.00	17853
6128	ACTION COMPANY LLC	09/27/2024	EFT	0.00	3,578.09	17817
6128	ACTION COMPANY LLC	10/04/2024	EFT	0.00	30.00	17854
0560	AFSCME COUNCIL 65	10/11/2024	EFT	0.00	1,384.60	17942
6412	AG PLUS COOPERATIVE	10/04/2024	EFT	0.00	7.81	17855
0567	ALEX AIR APPARATUS 2 LLC	10/04/2024	EFT	0.00	123.49	17856
5959	ALPHA TRAINING, TACTICS & SALES LLC	10/04/2024	EFT	0.00	3,136.12	17857
5959	ALPHA TRAINING, TACTICS & SALES LLC	10/11/2024	EFT	0.00	2,858.36	17943
0578	AMAZON CAPITAL SERVICES, INC.	09/27/2024	EFT	0.00	753.65	17818
0578	AMAZON CAPITAL SERVICES, INC.	10/04/2024	EFT	0.00	153.57	17858
0578	AMAZON CAPITAL SERVICES, INC.	10/11/2024	EFT	0.00	140.42	17944
0578	AMAZON CAPITAL SERVICES, INC.	10/18/2024	EFT	0.00	748.54	18042
0581	AMERICAN ENGINEERING TESTING, INC	10/11/2024	EFT	0.00	321.00	17945
6775	AMERICAN WATERWORKS	09/27/2024	Regular	0.00	138.83	125030
2701	ANDERSON, JASON	10/04/2024	EFT	0.00	80.00	17859
0658	AP DESIGN, INC. / NICHOLAS J SCHWARZ OR JIL	10/04/2024	EFT	0.00	239.60	17860
0658	AP DESIGN, INC. / NICHOLAS J SCHWARZ OR JIL	10/17/2024	EFT	0.00	42.65	18025
7395	AP DESIGN, INC./NICHOLAS J SCHWARZ OR JILL	10/11/2024	EFT	0.00	27.84	17946
7395	AP DESIGN, INC./NICHOLAS J SCHWARZ OR JILL	10/18/2024	EFT	0.00	83.17	18043
0630	ARCTIC GLACIER U.S.A., INC	10/04/2024	Regular	0.00	321.21	125059
0629	ARNOLD MOTOR SUPPLY, LLP	10/04/2024	EFT	0.30	14.68	17861
7621	ASDIC METAMORPHOSIS	10/18/2024	Regular	0.00	5,666.00	125119
6883	AT&T MOBILITY II LLC	10/11/2024	Regular	0.00	38.23	125087
5702	B & H PHOTO & ELECTRONICS CORP	10/11/2024	EFT	0.00	909.52	17947
2362	BAUMANN, ADAM	10/04/2024	EFT	0.00	30.00	17862
2362	BAUMANN, ADAM	10/18/2024	EFT	0.00	150.00	18044
1126	BDG INC.	09/27/2024	EFT	0.00	323.90	17819
7505	BEAM TECHNOLOGIES INC	10/03/2024	Bank Draft	0.00	55.15	DFT0004227
7505	BEAM TECHNOLOGIES INC	10/03/2024	Bank Draft	0.00	4,194.26	DFT0004339
7505	BEAM TECHNOLOGIES INC	10/03/2024	Bank Draft	0.00	4,193.56	DFT0004375
7505	BEAM TECHNOLOGIES INC	10/03/2024	Bank Draft	0.00	718.44	DFT0004393
3262	BEEK, JORDY	10/11/2024	EFT	0.00	67.00	17948
0688	BELLBOY CORPORATION	10/04/2024	EFT	0.00	3,166.59	17863
0689	BEND RITE CUSTOM FABRICATION, INC.	10/11/2024	Regular	0.00	78.26	125088
0699	BEVERAGE WHOLESALERS, INC.	10/04/2024	Regular	0.00	65,085.01	125060
0699	BEVERAGE WHOLESALERS, INC.	10/11/2024	Regular	0.00	31,216.65	125089
0715	BLADHOLM CONSTRUCTION INC	10/11/2024	EFT	0.00	551.54	17949
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	09/27/2024	Bank Draft	0.00	974.11	DFT0004219
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	09/27/2024	Bank Draft	0.00	8,097.54	DFT0004323
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	09/27/2024	Bank Draft	0.00	1,840.35	DFT0004324
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	09/27/2024	Bank Draft	0.00	54,550.72	DFT0004325
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	09/27/2024	Bank Draft	0.00	4,870.60	DFT0004326
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	09/27/2024	Bank Draft	0.00	8,097.54	DFT0004359
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	09/27/2024	Bank Draft	0.00	1,840.35	DFT0004360
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	09/27/2024	Bank Draft	0.00	54,550.16	DFT0004361
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	09/27/2024	Bank Draft	0.00	4,870.55	DFT0004362
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	09/27/2024	Bank Draft	0.00	6,342.86	DFT0004392
7097	BLUESTEM PRODUCTS LLC	10/04/2024	EFT	0.00	400.00	17864
0726	BORCH'S SPORTING GOODS, INC.	09/27/2024	EFT	0.00	518.00	17820
0018	BORDER STATES INDUSTRIES, INC.	10/04/2024	EFT	0.00	16.92	17865

Check Report

Date Range: 09/25/2024 - 10/18/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0018	BORDER STATES INDUSTRIES, INC.	10/11/2024	EFT	0.00	3.60	17950
3829	BRAU BROTHERS	10/04/2024	EFT	30.00	961.00	17866
3829	BRAU BROTHERS	10/11/2024	EFT	0.00	201.00	17951
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SI	10/04/2024	Regular	0.00	9,552.87	125063
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SI	10/11/2024	Regular	0.00	10,506.72	125091
6539	BREMER BANK	10/16/2024	Regular	0.00	1,334.15	125109
0186	BRUNSVOLD, QUENTIN	10/04/2024	EFT	0.00	30.00	17867
3413	BRUSVEN, KATHERINE	10/04/2024	EFT	0.00	30.00	17868
0763	BSN SPORTS LLC	10/04/2024	Regular	0.00	1,259.90	125067
0728	BUFFALO RIDGE CONCRETE INC	09/27/2024	EFT	0.00	272.50	17821
0728	BUFFALO RIDGE CONCRETE INC	10/18/2024	EFT	0.00	500.00	18045
0204	BUYSE, JASON	10/04/2024	EFT	0.00	30.00	17869
0216	CALLENS, DAVID	09/27/2024	EFT	0.00	100.00	17822
0216	CALLENS, DAVID	10/04/2024	EFT	0.00	30.00	17870
6014	CANBY NEWS	10/16/2024	Regular	0.00	50.00	125111
7164	CARD CONNECT/MERCHANT BANK CD	10/03/2024	Bank Draft	0.00	638.96	DFT0004400
0815	CATTOOR OIL COMPANY, INC	10/11/2024	EFT	0.00	3,114.32	17952
0815	CATTOOR OIL COMPANY, INC	10/18/2024	EFT	0.00	2,624.79	18046
0239	CAUWELS, ROGER	10/04/2024	EFT	0.00	30.00	17871
5351	CENGAGE LEARNING	10/17/2024	EFT	0.00	693.44	18026
2034	CHANGE FUND	10/11/2024	Regular	0.00	300.00	125094
6823	CHARTER COMMUNICATIONS HOLDINGS, LLC	10/11/2024	Regular	0.00	50.00	125095
0836	CHARTER COMMUNICATIONS, LLC	10/11/2024	EFT	0.00	61.99	17953
0836	CHARTER COMMUNICATIONS, LLC	10/18/2024	EFT	0.00	111.53	18047
6745	CHEROKEE PARK UNITED CHURCH	10/11/2024	Regular	0.00	100.00	125096
7633	CHERYL K. GLAESER	09/27/2024	Regular	0.00	1,662.66	125031
7507	CIGNA HEALTH AND LIFE INSURANCE COMPAN	10/04/2024	EFT	0.00	1,246.43	17872
7165	CITY HIVE, INC.	10/02/2024	Bank Draft	0.00	99.22	DFT0004398
5733	CLARITY TELECOM, LLC	10/04/2024	EFT	0.00	178.72	17873
5733	CLARITY TELECOM, LLC	10/17/2024	EFT	0.00	411.06	18027
7183	CLOVER	10/11/2024	Bank Draft	0.00	14.95	DFT0004464
0831	COALITION OF GREATER MINNESOTA CITIES	09/27/2024	Regular	0.00	60.00	125032
0272	COUDRON, DEAN	10/04/2024	EFT	0.00	30.00	17874
7394	CRESTED RIVER CANNABIS COMPANY	10/11/2024	EFT	0.00	1,483.00	17954
0919	CRYTEEL TRUCK EQUIPMENT INC	10/18/2024	EFT	0.00	710.00	18048
0920	CULLIGAN WATER CONDITIONING OF MARSHA	10/04/2024	Regular	0.00	103.00	125068
0934	D & G EXCAVATING INC	10/04/2024	EFT	0.00	356,314.46	17875
0934	D & G EXCAVATING INC	10/18/2024	EFT	0.00	4,000.00	18049
3819	DACOTAH PAPER CO	10/04/2024	EFT	4.47	452.19	17876
3819	DACOTAH PAPER CO	10/11/2024	EFT	1.62	160.58	17955
3819	DACOTAH PAPER CO	10/17/2024	EFT	0.00	228.42	18028
3819	DACOTAH PAPER CO	10/18/2024	EFT	17.33	1,715.50	18050
7102	DAHLHEIMER BEVERAGE	10/11/2024	EFT	0.00	1,575.50	17956
4573	DEMCO	10/17/2024	EFT	0.00	534.99	18029
3259	DEUTZ, LAUREN	10/04/2024	EFT	0.00	80.00	17877
4488	DEZURIK, INC	09/27/2024	EFT	0.00	4,782.76	17823
4488	DEZURIK, INC	10/04/2024	EFT	0.00	6,381.00	17878
6589	DOG WASTE DEPOT	10/04/2024	EFT	0.00	559.92	17879
5731	DOLL DISTRIBUTING LLC	10/04/2024	EFT	0.00	23,235.56	17880
5731	DOLL DISTRIBUTING LLC	10/11/2024	EFT	0.00	13,739.96	17957
2748	DROWN, KARLA	10/11/2024	EFT	0.00	195.50	17958
0380	DUBS, SHEILA	10/04/2024	EFT	0.00	30.00	17881
1020	DUININCK, INC.	09/27/2024	EFT	0.00	1,922.71	17824
1020	DUININCK, INC.	10/04/2024	EFT	0.00	3,867.05	17882
1020	DUININCK, INC.	10/18/2024	EFT	0.00	4,458.01	18051
7415	E & K CONSTRUCTION, INC.	10/18/2024	Regular	0.00	3,000.00	125120
1035	ECOLAB PEST ELIMINATION SERVICES	10/18/2024	EFT	0.00	971.33	18052
7470	ENGA, RON	10/11/2024	Regular	0.00	400.00	125097
4706	ESS BROTHERS & SONS INC	09/27/2024	EFT	0.00	2,992.00	17825
6700	EYEMED VISION CARE	10/11/2024	EFT	0.00	602.48	17959
7773	FARTUN, ALI	10/04/2024	Regular	0.00	150.00	125069

Check Report

Date Range: 09/25/2024 - 10/18/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1090	FASTENAL COMPANY	09/27/2024	EFT	0.00	10.56	17826
1090	FASTENAL COMPANY	10/04/2024	EFT	0.00	45.80	17883
1090	FASTENAL COMPANY	10/11/2024	EFT	0.00	42.30	17961
1090	FASTENAL COMPANY	10/18/2024	EFT	0.00	233.66	18053
7073	FIXEN CHIROPRACTIC	10/11/2024	EFT	0.00	115.00	17962
7780	FUHRMANN. DON	10/11/2024	Regular	0.00	500.00	125098
5632	GADDIS INC	09/27/2024	EFT	0.00	3,067.22	17827
1158	GALLS INC	09/27/2024	EFT	0.00	931.40	17828
1158	GALLS INC	10/11/2024	EFT	0.00	2,308.48	17963
7767	GARCIA, ROSA	09/27/2024	Regular	0.00	500.00	125033
6478	GOPHER STATE ONE CALL	10/11/2024	EFT	0.00	194.40	17964
1201	GRAINGER INC	10/04/2024	EFT	0.00	162.91	17884
1201	GRAINGER INC	10/11/2024	EFT	0.00	245.23	17965
1208	GREAT PLAINS NATURAL GAS COMPANY	10/07/2024	Bank Draft	0.00	6,541.99	DFT0004403
1215	GREENWOOD NURSERY	09/27/2024	EFT	93.00	372.00	17829
3760	GROWMARK INC.	10/18/2024	EFT	0.00	1,004.15	18054
1230	HACH COMPANY	09/27/2024	EFT	0.00	288.14	17830
7388	HAEN, DAVID CHARLES	09/27/2024	EFT	0.00	119.80	17831
3565	HANSON, ERIC	10/04/2024	EFT	0.00	70.00	17885
2946	HANSON, SHARON	10/04/2024	EFT	0.00	39.20	17886
7145	HARTFORD LIFE AND ACCIDENT INSURANCE CC	09/27/2024	Bank Draft	0.00	397.04	DFT0004333
7145	HARTFORD LIFE AND ACCIDENT INSURANCE CC	09/27/2024	Bank Draft	0.00	396.93	DFT0004369
7145	HARTFORD LIFE AND ACCIDENT INSURANCE CC	09/27/2024	Bank Draft	0.00	31.92	DFT0004391
1247	HARTS HEATING & REFRIGERATION INC	09/27/2024	Regular	0.00	398.24	125034
1256	HAWKINS INC	10/04/2024	EFT	0.00	27,830.55	17887
1256	HAWKINS INC	10/18/2024	EFT	0.00	12,165.51	18055
5825	HEFTY SEED CO	09/27/2024	Regular	0.00	1,819.22	125035
1267	HEIMAN INC.	09/27/2024	EFT	0.00	273.00	17832
1267	HEIMAN INC.	10/04/2024	EFT	0.00	683.94	17888
1271	HENLE PRINTING COMPANY	10/11/2024	EFT	0.00	130.77	17966
1271	HENLE PRINTING COMPANY	10/17/2024	EFT	0.00	345.68	18030
1251	HESS CONCRETE	09/27/2024	Regular	0.00	4,229.66	125036
2153	HOFFMANN, RYAN	10/04/2024	EFT	0.00	30.00	17889
2153	HOFFMANN, RYAN	10/11/2024	EFT	0.00	52.00	17967
7782	HRUSKA-SCHUMAN GUTTERING, INC	10/18/2024	Regular	0.00	1,300.00	125121
1311	HY-VEE, INC	09/27/2024	Regular	0.00	106.76	125037
1325	ICMA RETIREMENT TRUST #300877	09/27/2024	EFT	0.00	50.00	17833
1325	ICMA RETIREMENT TRUST #300877	10/11/2024	EFT	0.00	50.00	17968
7218	ILLINOIS CASUALTY COMPANY	09/27/2024	Regular	0.00	2,736.00	125038
1343	INDEPENDENT LUMBER OF MARSHALL INC	10/04/2024	Regular	0.00	99.54	125070
4552	INGRAM LIBRARY SERVICES	10/17/2024	EFT	0.00	2,649.07	18031
6536	INNOVATIVE OFFICE SOLUTIONS, LLC	10/17/2024	EFT	0.00	63.66	18032
1358	INTERNAL REVENUE SERVICE	09/27/2024	Bank Draft	0.00	31,081.42	DFT0004380
1358	INTERNAL REVENUE SERVICE	09/27/2024	Bank Draft	0.00	24,117.25	DFT0004381
1358	INTERNAL REVENUE SERVICE	09/27/2024	Bank Draft	0.00	9,450.64	DFT0004382
1358	INTERNAL REVENUE SERVICE	09/27/2024	Bank Draft	0.00	49.14	DFT0004386
1358	INTERNAL REVENUE SERVICE	09/27/2024	Bank Draft	0.00	263.35	DFT0004387
1358	INTERNAL REVENUE SERVICE	09/27/2024	Bank Draft	0.00	11.48	DFT0004388
1358	INTERNAL REVENUE SERVICE	10/11/2024	Bank Draft	0.00	30,785.32	DFT0004450
1358	INTERNAL REVENUE SERVICE	10/11/2024	Bank Draft	0.00	24,138.46	DFT0004451
1358	INTERNAL REVENUE SERVICE	10/11/2024	Bank Draft	0.00	9,340.10	DFT0004452
6540	INTERNATIONAL CHEMTEX, LLC	10/18/2024	EFT	0.00	1,055.13	18056
7656	INTUITION BREWING	10/11/2024	Regular	0.00	332.24	125099
1371	J.J. KELLER & ASSOCIATES, INC.	09/27/2024	Regular	0.00	187.53	125039
5017	JIM'S CLOTHING & SPORTING GOODS	09/27/2024	Regular	0.00	945.00	125040
5017	JIM'S CLOTHING & SPORTING GOODS	10/18/2024	Regular	0.00	532.00	125122
4734	JM ACQUISITION, LLC DBA THE TESSMAN COMI	09/27/2024	EFT	0.00	2,517.50	17846
1399	JOHNSON BROTHERS LIQUOR COMPANY	10/04/2024	EFT	0.00	39,054.77	17893
1399	JOHNSON BROTHERS LIQUOR COMPANY	10/11/2024	EFT	0.00	5,355.55	17972
2036	JOHNSON BROTHERS LIQUOR COMPANY	10/04/2024	EFT	0.00	32,901.57	17891
2036	JOHNSON BROTHERS LIQUOR COMPANY	10/11/2024	EFT	0.00	8,005.26	17970

Check Report

Date Range: 09/25/2024 - 10/18/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2605	JOHNSON BROTHERS LIQUOR COMPANY	10/04/2024	EFT	0.00	1,103.88	17895
2605	JOHNSON BROTHERS LIQUOR COMPANY	10/11/2024	EFT	0.00	225.90	17971
5447	JOHNSON BROTHERS LIQUOR COMPANY	10/04/2024	EFT	0.00	2,484.26	17890
5447	JOHNSON BROTHERS LIQUOR COMPANY	10/11/2024	EFT	0.00	946.55	17969
7769	JOHNSON, VICKIE	09/27/2024	Regular	0.00	250.00	125041
1417	KENNEDY & GRAVEN, CHARTERED	10/04/2024	EFT	0.00	5,937.00	17896
7762	KEVIN COWAN LOVEGREEN	10/16/2024	Regular	0.00	126.45	125112
5095	KIBBLE EQUIPMENT LLC	10/11/2024	EFT	0.00	44.40	17973
0785	KOPITSKI, JASON	10/04/2024	EFT	0.00	30.00	17897
2363	KRUK, CHRISTOPHER	10/04/2024	EFT	0.00	30.00	17898
4511	KRUSE BUICK PONTIAC GMC, INC	10/11/2024	EFT	0.00	408.65	17974
4140	KRUSE FORD-LINCOLN-MERCURY, INC	10/18/2024	EFT	0.00	260.00	18057
7771	KUEPERS CONSTRUCTION INC	10/04/2024	Regular	0.00	99.54	125071
5138	L & A SYSTEMS, LLC	10/04/2024	EFT	0.00	317.07	17899
5138	L & A SYSTEMS, LLC	10/11/2024	EFT	0.00	11,391.11	17975
5138	L & A SYSTEMS, LLC	10/17/2024	EFT	0.00	479.40	18033
3653	LANGUAGE LINE SERVICES	10/18/2024	EFT	0.00	693.70	18058
1480	LAW ENFORCEMENT LABOR SERVICE INC	10/11/2024	EFT	0.00	1,410.00	17976
1483	LEAGUE OF MINNESOTA CITIES INSURANCE TRI	10/04/2024	Regular	0.00	1,809.40	125072
1481	LEAGUE OF MINNESOTA CITIES	10/18/2024	EFT	0.00	30.00	18059
0265	LEE, JERRED	10/04/2024	EFT	0.00	30.00	17900
7359	LEE, KASEY	10/18/2024	Regular	0.00	627.00	125123
4578	LIBRARY JOURNAL	10/16/2024	Regular	0.00	159.00	125113
1508	LOCKWOOD MOTORS INC	10/04/2024	EFT	20.52	33.48	17901
1508	LOCKWOOD MOTORS INC	10/18/2024	EFT	10.80	29.20	18060
0542	LOCKWOOD MOTORS, INC.	09/27/2024	Regular	0.00	1,895.00	125042
7764	LUCKENBILL, RICHIE LEE	09/27/2024	Regular	0.00	1,000.00	125043
3065	LUTHER, ERIC	10/04/2024	EFT	0.00	72.79	17902
3816	LUTHERAN SOCIAL SERVICES	10/04/2024	Regular	0.00	28.00	125073
1531	LYON COUNTY AUDITOR-TREASURER	10/04/2024	EFT	0.00	707.48	17903
1545	LYON COUNTY HIGHWAY DEPARTMENT	10/11/2024	EFT	0.00	10,387.53	17977
1546	LYON COUNTY HISTORICAL SOCIETY	10/04/2024	Regular	0.00	7,009.25	125074
1548	LYON COUNTY LANDFILL	10/11/2024	EFT	0.00	168.56	17978
1552	LYON COUNTY RECORDER	10/04/2024	EFT	0.00	127.15	17904
1552	LYON COUNTY RECORDER	10/11/2024	EFT	0.00	184.00	17979
1553	LYON COUNTY SHERIFF'S DEPARTMENT	10/11/2024	Regular	0.00	19,407.00	125100
1555	LYON-LINCOLN ELECTRIC COOPERATIVE INC	10/11/2024	Regular	0.00	46.86	125101
1565	MACQUEEN EQUIPMENT INC.	10/11/2024	EFT	0.00	2,791.95	17980
6292	MADDEN, GALANTER, HANSEN, LLP	10/11/2024	EFT	0.00	107.50	17981
1571	MADISON NATIONAL LIFE INSURANCE COMPAN	10/11/2024	EFT	0.00	1,243.78	17982
1604	MARSHALL AREA CHAMBER OF COMMERCE	10/17/2024	EFT	0.00	226.00	18034
1604	MARSHALL AREA CHAMBER OF COMMERCE	10/18/2024	EFT	0.00	20.00	18061
1616	MARSHALL CONVENTION & VISITORS BUREAU	10/04/2024	EFT	0.00	30,919.66	17905
6860	MARSHALL GIRL'S VARSITY HOCKEY	10/18/2024	Regular	0.00	1,000.00	125124
5827	MARSHALL HIGH SCHOOL CROSS COUNTRY BO	10/04/2024	Regular	0.00	262.50	125075
1623	MARSHALL INDEPENDENT, INC	10/16/2024	Regular	0.00	204.00	125114
5813	MARSHALL LUMBER CO	09/27/2024	EFT	0.00	87.49	17834
5813	MARSHALL LUMBER CO	10/04/2024	EFT	0.00	40.89	17906
5813	MARSHALL LUMBER CO	10/11/2024	EFT	0.00	824.25	17983
5813	MARSHALL LUMBER CO	10/18/2024	EFT	0.00	772.88	18062
6018	MARSHALL M CLUB	09/27/2024	Regular	0.00	472.50	125044
6018	MARSHALL M CLUB	10/11/2024	Regular	0.00	990.00	125102
1633	MARSHALL MUNICIPAL UTILITIES	10/11/2024	EFT	0.00	83,464.61	17984
1633	MARSHALL MUNICIPAL UTILITIES	10/17/2024	EFT	0.00	1,723.45	18035
1633	MARSHALL MUNICIPAL UTILITIES	10/18/2024	EFT	0.00	55,208.34	18063
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	10/17/2024	EFT	0.00	34.31	18036
3545	MARSHALL RADIO	10/11/2024	EFT	0.00	2,200.00	17987
7386	MARSHALL TIGER JO VOLLEYBALL	10/18/2024	Regular	0.00	3,105.00	125125
1649	MARSHALL TRUCK SALVAGE INC.	10/18/2024	Regular	0.00	13.98	125126
1652	MARSHALL VOLUNTEER FIRE RELIEF ASSOCIATI	10/04/2024	Regular	0.00	134,348.23	125076
0933	MARSHALL, JAMES	10/04/2024	EFT	0.00	80.00	17907

Check Report

Date Range: 09/25/2024 - 10/18/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5139	MATHESON TRI-GAS INC	10/18/2024	Regular	0.00	39.50	125127
7077	MEDSURETY, LLC	09/27/2024	Bank Draft	0.00	10,883.21	DFT0004373
7077	MEDSURETY, LLC	09/27/2024	Bank Draft	0.00	6,687.90	DFT0004378
7077	MEDSURETY, LLC	09/27/2024	Bank Draft	0.00	229.18	DFT0004390
7077	MEDSURETY, LLC	10/04/2024	Bank Draft	0.00	685.76	DFT0004399
7077	MEDSURETY, LLC	10/11/2024	Bank Draft	0.00	10,916.55	DFT0004443
7077	MEDSURETY, LLC	10/11/2024	Bank Draft	0.00	6,750.40	DFT0004448
7077	MEDSURETY, LLC	10/04/2024	Bank Draft	0.00	282.00	DFT0004466
7077	MEDSURETY, LLC	10/11/2024	Bank Draft	0.00	229.18	DFT0004468
1696	MEIER ELECTRIC INC OF MARSHALL	10/18/2024	EFT	0.00	17,164.17	18064
2719	MELLENTHIN, CODY	10/04/2024	EFT	0.00	30.00	17908
4980	MENARDS INC	09/27/2024	EFT	0.00	213.41	17835
4980	MENARDS INC	10/04/2024	EFT	0.00	601.50	17909
4980	MENARDS INC	10/11/2024	EFT	0.00	49.24	17988
4980	MENARDS INC	10/18/2024	EFT	0.00	1,113.82	18065
0973	MEULEBROECK, ANDY	10/04/2024	EFT	0.00	30.00	17910
6276	MIDSTATES EQUIPMENT & SUPPLY	10/11/2024	EFT	0.00	5,512.00	17989
1818	MINNESOTA DEPARTMENT OF REVENUE	09/27/2024	Bank Draft	0.00	211.91	DFT0004379
1818	MINNESOTA DEPARTMENT OF REVENUE	09/27/2024	Bank Draft	0.00	12,563.00	DFT0004383
1818	MINNESOTA DEPARTMENT OF REVENUE	09/27/2024	Bank Draft	0.00	136.49	DFT0004389
1818	MINNESOTA DEPARTMENT OF REVENUE	10/11/2024	Bank Draft	0.00	12,506.71	DFT0004453
1784	MINNESOTA DEPARTMENT OF TRANSPORTATI	09/27/2024	Regular	0.00	527.29	125045
1774	MINNESOTA DEPARTMENT OF LABOR & INDU	10/11/2024	Regular	0.00	2,426.57	125103
1797	MINNESOTA FIRE SERVICE CERTIFICATION BOA	09/27/2024	Regular	0.00	656.25	125046
1808	MINNESOTA MUNICIPAL UTILITIES ASSOCIATIO	10/11/2024	EFT	0.00	6,830.00	17990
1813	MINNESOTA POLLUTION CONTROL AGENCY	09/27/2024	Regular	0.00	150.00	125047
3669	MINNESOTA STATE RETIREMENT SYSTEM	09/27/2024	Bank Draft	0.00	11,094.75	DFT0004376
3669	MINNESOTA STATE RETIREMENT SYSTEM	10/11/2024	Bank Draft	0.00	11,169.22	DFT0004446
1839	MINNESOTA VALLEY TESTING LABS INC	09/27/2024	EFT	0.00	481.60	17836
1839	MINNESOTA VALLEY TESTING LABS INC	10/11/2024	EFT	0.00	699.60	17991
1839	MINNESOTA VALLEY TESTING LABS INC	10/18/2024	EFT	0.00	115.20	18066
1840	MINNESOTA WEST COMMUNITY & TECHNICAL	09/27/2024	EFT	0.00	900.00	17837
1757	MN CHILD SUPPORT PAYMENT CENTER	09/27/2024	Bank Draft	0.00	414.85	DFT0004371
1757	MN CHILD SUPPORT PAYMENT CENTER	09/27/2024	Bank Draft	0.00	306.87	DFT0004372
1757	MN CHILD SUPPORT PAYMENT CENTER	10/11/2024	Bank Draft	0.00	414.85	DFT0004441
1757	MN CHILD SUPPORT PAYMENT CENTER	10/11/2024	Bank Draft	0.00	306.87	DFT0004442
1764	MN DEPT OF EMPLOYMENT & ECONOMIC DEV	10/18/2024	Regular	0.00	28.56	125128
3453	MOBERG, E.J.	10/04/2024	EFT	0.00	80.00	17911
3453	MOBERG, E.J.	10/11/2024	EFT	0.00	166.83	17992
1864	MONTES ELECTRIC INC	10/11/2024	Regular	0.00	1,122.60	125104
7763	MOTZENBECKER, DAVID	09/27/2024	Regular	0.00	450.00	125048
1887	MTI DISTRIBUTING INC	10/04/2024	EFT	0.00	226.18	17912
1887	MTI DISTRIBUTING INC	10/11/2024	EFT	0.00	61.16	17993
2512	NATIONWIDE RETIREMENT	09/27/2024	Bank Draft	0.00	100.00	DFT0004366
2512	NATIONWIDE RETIREMENT	09/27/2024	Bank Draft	0.00	275.00	DFT0004384
2512	NATIONWIDE RETIREMENT	09/27/2024	Bank Draft	0.00	1,161.24	DFT0004385
2512	NATIONWIDE RETIREMENT	10/11/2024	Bank Draft	0.00	100.00	DFT0004436
1923	NCPERS MN GROUP LIFE INS.	10/11/2024	EFT	0.00	224.00	17994
3336	NEWHOUSE, JOSEPH	10/11/2024	EFT	0.00	52.00	17995
7783	NIBBE, NYCOLE	10/18/2024	Regular	0.00	250.00	125129
1945	NORMS GTC	09/27/2024	Regular	0.00	99.68	125049
1945	NORMS GTC	10/04/2024	Regular	0.00	21.36	125077
1945	NORMS GTC	10/11/2024	Regular	0.00	151.94	125105
1945	NORMS GTC	10/18/2024	Regular	0.00	54.46	125130
1986	NORTH CENTRAL INTERNATIONAL, INC	09/27/2024	EFT	0.00	362.62	17838
7166	NORTHAMERICAN BANCARD/EPX	10/01/2024	Bank Draft	0.00	11,977.09	DFT0004397
7632	NOTHING BUT HEMP	10/11/2024	EFT	0.00	2,172.00	17996
4566	NSI SOLUTIONS, LLC	10/18/2024	EFT	0.00	143.60	18067
6463	OFFICE OF MNIT SERVICES	10/18/2024	Regular	0.00	709.62	125131
6611	OMAR, AHMED A	10/04/2024	Regular	0.00	650.00	125078
5891	ONE OFFICE SOLUTION	09/27/2024	EFT	0.00	37.68	17839

Check Report

Date Range: 09/25/2024 - 10/18/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5891	ONE OFFICE SOLUTION	10/04/2024	EFT	0.00	150.78	17913
5891	ONE OFFICE SOLUTION	10/18/2024	EFT	0.00	251.46	18068
3809	O'REILLY AUTOMOTIVE STORES, INC	10/11/2024	EFT	0.00	47.12	17997
3809	O'REILLY AUTOMOTIVE STORES, INC	10/18/2024	EFT	0.00	568.08	18069
7661	PACE ANALYTICAL SERVICES LLC	09/27/2024	EFT	0.00	483.00	17840
1243	PATZERS INC	09/27/2024	EFT	0.00	7.49	17841
1243	PATZERS INC	10/18/2024	EFT	0.00	22.65	18070
2019	PAUSTIS WINE COMPANY	10/04/2024	EFT	0.00	2,729.50	17914
7168	PAYLIDIFY/GATEWAY SERVICES	10/07/2024	Bank Draft	0.00	15.22	DFT0004467
7163	PAYLIDIFY/MERCHANT BANK	10/03/2024	Bank Draft	0.00	185.52	DFT0004401
7163	PAYLIDIFY/MERCHANT BANK	10/03/2024	Bank Draft	0.00	398.70	DFT0004402
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	10/04/2024	EFT	0.00	123.50	17915
2028	PERA OF MINNESOTA REG	09/27/2024	Bank Draft	0.00	61,048.17	DFT0004374
2028	PERA OF MINNESOTA REG	10/11/2024	Bank Draft	0.00	60,673.77	DFT0004444
1141	PETERSON, ALEX	09/27/2024	EFT	0.00	213.68	17842
7277	PETRICH, DESIREE	10/11/2024	EFT	0.00	105.00	17998
7775	PLUMLEY, JOSIAH	10/16/2024	Regular	0.00	975.00	125115
7775	PLUMLEY, JOSIAH	10/18/2024	Regular	0.00	350.00	125132
2049	PLUNKETTS PEST CONTROL INC	10/11/2024	EFT	0.00	43.50	17999
2049	PLUNKETTS PEST CONTROL INC	10/17/2024	EFT	0.00	111.28	18037
3557	POMP'S TIRE SERVICE, INC.	10/04/2024	EFT	0.00	167.00	17916
3557	POMP'S TIRE SERVICE, INC.	10/11/2024	EFT	0.00	712.32	18000
5606	PRE-PAID LEGAL SERVICES, INC.	09/27/2024	Bank Draft	0.00	225.83	DFT0004334
5606	PRE-PAID LEGAL SERVICES, INC.	09/27/2024	Bank Draft	0.00	225.72	DFT0004370
5585	PRESTIGE CHEMICALS	09/27/2024	Regular	0.00	937.68	125050
1163	PRZYBILLA, SCOTT	10/04/2024	EFT	0.00	30.00	17917
6166	PULVER MOTOR SVC, LLC	10/04/2024	EFT	0.00	240.00	17918
6166	PULVER MOTOR SVC, LLC	10/11/2024	EFT	0.00	80.00	18001
6166	PULVER MOTOR SVC, LLC	10/18/2024	EFT	0.00	80.00	18071
7322	QUADIANT FINANCE USA, INC	10/18/2024	EFT	0.00	628.82	18072
2096	QUARNSTROM & DOERING, PA	10/04/2024	EFT	0.00	5,684.71	17919
5965	R&R SPECIALTIES INC	10/18/2024	EFT	0.00	1,508.60	18073
6267	RATWIK, ROSZAK & MALONEY, PA	10/04/2024	EFT	0.00	252.00	17920
7772	REWERTS, SUE	10/04/2024	Regular	0.00	500.00	125079
2125	RIEKE, BENJAMIN	10/04/2024	EFT	0.00	30.00	17921
6687	RIGNELL, DEREK	10/11/2024	Regular	0.00	3,273.86	125106
0707	ROADSIDE DEVELOPERS INC	10/04/2024	Regular	0.00	150.00	125080
0707	ROADSIDE DEVELOPERS INC	10/16/2024	Regular	0.00	1,388.94	125116
1211	ROKEH, JASON	10/04/2024	EFT	0.00	30.00	17922
7776	ROSEDREW, INC.	10/16/2024	Regular	0.00	748.08	125117
3498	ROTH, CONNOR	10/11/2024	EFT	0.00	15.03	18002
5867	ROUND LAKE VINEYARDS & WINERY	10/04/2024	EFT	0.00	150.00	17923
2201	RUNNING SUPPLY, INC	09/27/2024	EFT	0.00	110.78	17843
2201	RUNNING SUPPLY, INC	10/11/2024	EFT	0.00	7.31	18003
2201	RUNNING SUPPLY, INC	10/18/2024	EFT	0.00	196.41	18074
6576	SAFETYFIRST SPECIALTY CONTRACTING, INC	09/27/2024	Regular	0.00	4,018.00	125051
2470	SANDGREN, KAYLYNN	10/04/2024	EFT	0.00	30.00	17924
7766	SCHOMMER, JUAN ARMONDO	09/27/2024	Regular	0.00	550.00	125052
3333	SCHULTZ, NICHOLAS	10/11/2024	EFT	0.00	213.78	18004
6286	SCHWEGMAN'S CLEANERS, LLP	10/17/2024	EFT	0.00	89.00	18038
2248	SCOTT'S TREE SERVICE	10/11/2024	EFT	0.00	200.00	18005
0137	SHERWIN WILLIAMS	09/27/2024	Regular	0.00	1,962.80	125053
6251	SHRED RIGHT	10/11/2024	EFT	0.00	42.53	18006
7765	SMALL TOWN EVENTS LLC	09/27/2024	Regular	0.00	175.00	125054
3433	SNYDER, LYLE	10/18/2024	EFT	0.00	28.00	18075
1695	SOUPIR, BETH	10/11/2024	EFT	0.00	52.00	18008
4855	SOUTHERN GLAZER'S WINE AND SPIRITS, LLC	10/04/2024	EFT	0.00	23,559.97	17925
4855	SOUTHERN GLAZER'S WINE AND SPIRITS, LLC	10/11/2024	EFT	0.00	13,982.60	18009
2309	SOUTHWEST COACHES INC	09/27/2024	EFT	0.00	1,312.50	17844
2309	SOUTHWEST COACHES INC	10/04/2024	EFT	0.00	812.50	17926
2309	SOUTHWEST COACHES INC	10/18/2024	EFT	0.00	843.75	18076

Check Report

Date Range: 09/25/2024 - 10/18/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2311	SOUTHWEST GLASS CENTER, INC	10/17/2024	EFT	0.00	2,865.00	18039
3495	SOUTHWEST MINNESOTA STATE UNIVERSITY	10/11/2024	EFT	0.00	2,280.00	18007
2318	SOUTHWEST SANITATION INC.	10/11/2024	EFT	0.00	3,879.97	18010
2318	SOUTHWEST SANITATION INC.	10/17/2024	EFT	0.00	127.68	18040
3940	SOUTHWESTERN CENTER FOR INDEPENDENT LI	09/27/2024	Regular	0.00	50.00	125055
7663	SPEEDEE DELIVERY SERVICE, INC	09/27/2024	Regular	0.00	42.74	125056
7774	SSED PROPERTY LLC	10/04/2024	Regular	0.00	300.00	125081
1334	ST AUBIN, GREGORY	10/04/2024	EFT	0.00	30.00	17927
7711	ST AUBIN, LILIANA	10/04/2024	Regular	0.00	100.00	125082
4522	ST LOUIS MRO INC.	10/11/2024	EFT	0.00	55.00	18011
5823	STAN MORGAN & ASSOCIATES, INC	10/04/2024	EFT	0.00	1,620.29	17928
2784	STEFFEN, LEE	10/18/2024	EFT	0.00	52.00	18077
1659	STELTER, GEOFFREY	10/04/2024	EFT	0.00	30.00	17929
1350	STENSRUD, PRESTON	10/04/2024	EFT	0.00	30.00	17930
6318	STERLING EQUIPMENT & REPAIR, INC	09/27/2024	EFT	0.00	37.94	17845
6318	STERLING EQUIPMENT & REPAIR, INC	10/11/2024	EFT	0.00	1,153.31	18012
6800	STOCKWELL ENGINEERS	10/18/2024	EFT	0.00	42,206.00	18078
6706	SUN LIFE FINANCIAL	10/11/2024	EFT	0.00	1,541.62	18013
3315	SUSSNER CONSTRUCTION	10/18/2024	EFT	0.00	499,228.80	18079
2721	SWALBOSKI, BRIAN	10/11/2024	EFT	0.00	200.77	18014
1378	SWANSON, GREGG	10/04/2024	EFT	0.00	30.00	17931
6277	TALKING WATERS BREWING CO, LLC	10/11/2024	EFT	0.00	725.00	18015
0875	THE COMPUTER MAN INC	09/27/2024	EFT	0.00	200.00	17847
0875	THE COMPUTER MAN INC	10/11/2024	EFT	0.00	2,598.10	18016
6709	THERMO KING OF SIOUX FALLS INC	10/04/2024	EFT	0.00	2,066.18	17932
2428	TITAN MACHINERY	10/18/2024	EFT	0.00	69.45	18080
7170	TRANSFIRST/MERCHANT SERVICES	10/10/2024	Bank Draft	0.00	53.92	DFT0004465
5329	TRI-STATE POWER SOLUTIONS, INC.	10/11/2024	EFT	0.00	160.20	18017
6156	TRUE FABRICATIONS, INC.	10/04/2024	EFT	0.00	770.85	17933
6156	TRUE FABRICATIONS, INC.	10/11/2024	EFT	0.00	61.17	18018
1423	TRUEDSON, SCOTT	10/04/2024	EFT	0.00	30.00	17934
0853	ULTIMATE SAFETY CONCEPTS, INC.	09/27/2024	EFT	0.00	192.73	17848
0853	ULTIMATE SAFETY CONCEPTS, INC.	10/04/2024	EFT	0.00	1,151.20	17935
6126	UNITED COMMUNITY ACTION PARTNERSHIP	09/27/2024	EFT	0.00	40.00	17849
2499	US BANK	10/11/2024	EFT	0.00	1,650.00	18019
3443	VALIC DEFERRED COMP	09/27/2024	Bank Draft	0.00	1,336.54	DFT0004367
3443	VALIC DEFERRED COMP	09/27/2024	Bank Draft	0.00	1,396.15	DFT0004368
3443	VALIC DEFERRED COMP	10/11/2024	Bank Draft	0.00	1,336.54	DFT0004437
3443	VALIC DEFERRED COMP	10/11/2024	Bank Draft	0.00	1,396.15	DFT0004438
7576	VAN HYFTE, MELISSA	10/18/2024	Regular	0.00	403.00	125133
1448	VANLEEUWE, SARA J.	10/04/2024	EFT	0.00	70.00	17936
4489	VERIZON WIRELESS	09/27/2024	EFT	0.00	440.11	17850
4489	VERIZON WIRELESS	09/27/2024	EFT	0.00	39.02	17851
4489	VERIZON WIRELESS	10/11/2024	EFT	0.00	35.01	18020
4489	VERIZON WIRELESS	10/17/2024	EFT	0.00	41.39	18041
7785	VERKE, CHRIS	10/18/2024	Regular	0.00	300.00	125134
6694	VESTIS GROUP, INC.	10/04/2024	Regular	0.00	111.87	125083
2538	VIKING COCA COLA BOTTLING CO.	10/04/2024	EFT	0.00	811.53	17937
4594	VINOCOPIA INC	10/04/2024	EFT	0.00	3,187.00	17938
4594	VINOCOPIA INC	10/11/2024	EFT	0.00	1,192.50	18021
6085	VOYA - INVESTORS CHOICE	09/27/2024	Bank Draft	0.00	4,453.26	DFT0004377
6085	VOYA - INVESTORS CHOICE	10/11/2024	Bank Draft	0.00	4,453.26	DFT0004447
6791	WALMART	09/27/2024	Regular	0.00	15.90	125057
6791	WALMART	10/04/2024	Regular	0.00	192.95	125084
6791	WALMART	10/11/2024	Regular	0.00	106.30	125107
6791	WALMART	10/16/2024	Regular	0.00	36.91	125118
6791	WALMART	10/18/2024	Regular	0.00	29.28	125135
2595	WESTERN PRINT GROUP	10/11/2024	EFT	0.00	519.77	18022
7777	WHORTENBURY, JERI	10/11/2024	Regular	0.00	150.00	125108
3133	WILSON, SCOTT	10/04/2024	EFT	0.00	205.00	17939
2599	WINE COMPANY	10/04/2024	EFT	0.00	1,074.50	17940

Check Report

Date Range: 09/25/2024 - 10/18/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
7761	YOUNGS, MICHAEL	09/27/2024	Regular	0.00	500.00	125058
6082	ZEUG, THOMAS	10/18/2024	EFT	0.00	330.00	18081
2632	ZIEGLER INC	09/27/2024	EFT	0.00	94.13	17852

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	170	96	0.00	343,927.62
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	67	67	0.00	529,156.14
EFT's	492	260	178.04	1,491,283.22
	729	423	178.04	2,364,366.98

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	170	96	0.00	343,927.62
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	67	67	0.00	529,156.14
EFT's	492	260	178.04	1,491,283.22
	729	423	178.04	2,364,366.98

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	9/2024	379,248.17
999	POOLED CASH FUND	10/2024	1,985,118.81
			2,364,366.98



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Dave Schelkoph
Meeting Date:	Tuesday, October 22, 2024
Category:	NEW BUSINESS
Type:	INFO/ACTION
Subject:	City of Marshall & Marshall Municipal Utilities Partnership Agreement
Background Information:	<p>The joint resolution partnership agreement is brought to the Council for consideration on an annual basis. Please see the updated 2025 proposed Partnership Agreement with Marshall Municipal Utilities. A red-lined and a clean version had been included in the packet.</p> <p>The joint committee that included Mayor Robert Byrnes, Councilmen John Alcorn, City Administrator Sharon Hanson and Director of Public Works/City Engineer Jason Anderson and the Marshall Municipal Utilities Commissioners met on September 16, 2024, reviewed the document in detail, and recommended approval.</p>
Fiscal Impact:	Attached
Alternative/ Variations:	
Recommendations:	That the Council approve the 2025 partnership agreement between the City of Marshall and Marshall Municipal Utilities.

**Joint Resolution of the
City of Marshall and Marshall Municipal Utilities
Approving the 2024-2025 Partnership Agreement**

Whereas on ~~Thursday~~ Monday, September ~~28~~16, ~~2023~~-2024 at 12:00 noon, Mayor Robert Byrnes, City Council member John Alcorn, City Administrator, Sharon Hanson, Director of Public Works/City Engineer Jason Anderson, Director of Administrative Services, E.J. Moberg and MMU Commissioners, ~~Kris Carrow~~Cindy Verschaetse, ~~and~~ Michael Tao, and Jeff Haukom joined by, MMU’s General Manager Dave Schelkoph, Customer Service Manager, Leslie Hisken, Finance Manager Kevin Lee, Electric Operations Manager, Tony Mead, Water Operations Manager, Jeff Larson, ~~and HR/Payroll Coordinator, Tricia Stelter,~~ ~~reviewed~~ the 2024-2025 Partnership Agreement material, and

Whereas, the representative group reviewed and discussed the individual agreements and attachments outlined below. Following discussion, the committee recommends the City Council and the Marshall Municipal Utilities Commission reaffirm the agreements.

Now therefore be it resolved, the individual agreements that comprise the 2024-2025 Partnership Agreement and their attachments listed below are hereby approved and the Mayor, City Clerk, Chairman of the Commission and Secretary to the Commission are hereby authorized to sign this Joint Agreement and said individual agreements:

1A. 56	Payment- In-Lieu-Of-Taxes (PILOT)	Modified Agreement and Attachments
2A.1.4	Street Lighting	Modified Attachment
3A.1.4	Fire Protection	Modified Attachment
4A.1	Wastewater & Surface Water Management Billing & Collections	Modified Attachments
5A.1.2	Professional Engineering Services	Modified Agreement <u>No change</u>
6A.5. <u>1</u>	Joint Industrial Land Development	Modified Agreement
7A.1. 13 <u>14</u>	MMU Capital Funding Plan	Modified Agreement
8A.1. 13 <u>14</u>	Fiber Optic Utilization	Modified Agreement
9A.1.10	Telephone and IT Shared Services	Deleted
10A.1.8	Chloride Reduction Coordination	Deleted
11A.4	GIS Coordination	Modified Attachment
12A.5	Radio Frequency (RF) Coordination	Modified Agreement <u>No change</u>
13A.1	Water Main Development Agreement	No change

The City Council approved this Agreement on _____ 2023~~2024~~.

The MMU Commission approved this Agreement on _____ 2023~~2024~~.

Marshall Municipal Utilities Commission

City of Marshall

Chairperson of the Commission

Mayor

Date

Date

Secretary of the Commission

City Clerk

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

Agreement Title: Payment-In-Lieu-Of-Taxes (PILOT)		Agreement Number: 1A. 56
Date of Adoption:	Updated: September 28, 2023 <u>16, 2024</u> Reaffirmed:	Effective: January 1, 2024 <u>2025</u>

Subject Matter:

As a Municipal Utility, Marshall Municipal Utilities (MMU) is exempt from paying property tax. Due to being a tax-exempt entity, MMU will remit a Payment in Lieu of Tax (PILOT) to the City of Marshall.

Scope of Activity:

The purpose of the Agreement is to define the basis of the PILOT payment remitted to the City of Marshall by MMU.

PILOT Calculation:

The annual PILOT calculation is based on the average annual kilowatt hour (kWh) sales using the most recent audited ten (10) years information. The calculation is based on a ten (10)-year average instead of the prior year’s kWh sales to allow payment to be less volatile. To calculate the PILOT, an energy rate of \$.0014 is multiplied by the average kWh sales to determine the base amount. In addition, an amount in support of EDA programs and activity will be made annually. That EDA increment would be the result of multiplying the 10-year average energy sales (excluding GS-4 sales) by \$.0006 and GS-4 sales by \$.0001 which would yield \$173,9416,616 in the current calculation Attachment A and B show the forecasted amounts for the succeeding year.

Funding:

On a monthly basis, MMU will remit one twelfth of the annual PILOT amounts to the City.

Marshall Municipal Utilities Commission

City of Marshall

Chairperson of the Commission

Mayor

Secretary of the Commission

City Clerk

Date: _____

Date: _____

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

ATTACHMENT A

PAYMENT IN LIEU OF TAXES (PILOT) AND ECONOMIC DEVELOPMENT AUTHORITY (EDA) PILOT SUPPORT TO THE CITY OF MARSHALL MARSHALL, MINNESOTA

2025 Payment in Lieu of Taxes (PILOT) Calculation

<u>Audit Year</u>	<u>Total kWh Electric Sales</u>	<u>Industrial Customer kWh Electric Sales</u>	<u>All other kWh Electric Sales</u>
2014	591,425,915	334,530,000	256,895,915
2015	587,485,240	340,606,000	246,879,240
2016	572,499,415	329,056,000	243,443,415
2017	570,043,971	333,382,000	236,661,971
2018	573,113,094	329,336,000	243,777,094
2019	558,720,581	318,542,000	240,178,581
2020	531,120,905	306,140,800	224,980,105
2021	516,987,452	293,356,000	223,631,452
2022	522,917,386	292,801,600	230,115,786
2023	517,612,181	293,734,000	223,878,181
Total	5,541,926,140	3,171,484,400	2,370,441,740
<u>10 Year Rolling Average kWh Electric Sales (based on audit years 2014 through 2023):</u>			
	554,192,614	317,148,440	237,044,174
<i>Base PILOT Rate Per kWh</i>		\$ 0.001400	\$ 0.001400
2025 BASE PILOT	\$ 775,870	\$ 444,008	\$ 331,862
<i>EDA PILOT Support Rate per kWh</i>		\$ 0.000100	\$ 0.000600
2025 BASE EDA PILOT Support	\$ 173,941	\$ 31,715	\$ 142,227
2025 PILOT Payment to City of Marshall	\$ 949,811	\$ 475,723	\$ 474,088

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

ATTACHMENT B

MARSHALL MUNICIPAL UTILITES PAYMENTS /ALLOCATED COSTS AND CITY OF MARSHALL PAYMENTS

	Estimated 2025	Projected 2024	Historical 2023	Historical 2022	Historical 2021	Historical 2020	Historical 2019
MMU PILOT/Allocated Cost Discounts							
PILOT							
Base	\$ 775,870	\$ 787,998	\$ 799,333	\$ 812,944	\$ 823,773	\$ 810,579	\$ 819,195
EDA Support #	\$ 173,941	\$ 176,616	\$ 178,551	\$ 181,581	\$ 184,078	\$ -	\$ 457,939
Total PILOT Payments	\$ 949,811	\$ 964,614	\$ 977,884	\$ 994,525	\$ 1,007,851	\$ 810,579	\$ 1,277,134
Discounted Services							
* Streetlight Costs from COSS	\$ 277,522	\$ 277,522	\$ 277,521	\$ 277,316	\$ 277,316	\$ 277,316	\$ 241,575
* Fire Protection Costs from COSS	\$ 260,319	\$ 260,319	\$ 260,319	\$ 203,445	\$ 203,445	\$ 203,445	\$ 202,624
Wastewater Billing Cost Allocations	\$ 93,544	\$ 93,925	\$ 90,236	\$ 97,729	\$ 92,885	\$ 80,119	\$ 84,625
Surface Water Billing Cost Allocations	\$ 27,561	\$ 26,241	\$ 24,243	\$ 24,866	\$ 24,019	\$ 32,047	\$ 33,538
Total Discounted Services	\$ 658,946	\$ 658,007	\$ 652,319	\$ 603,356	\$ 597,665	\$ 592,927	\$ 562,362
Total MMU PILOT/Allocated Cost Discounts	\$ 1,608,757	\$ 1,622,621	\$ 1,630,203	\$ 1,597,881	\$ 1,605,516	\$ 1,403,506	\$ 1,839,496
Annual Audited Electric Sales Revenue	\$ 37,230,700	\$ 37,230,700	\$ 35,160,391	\$ 35,254,144	\$ 35,141,255	\$ 35,101,047	\$ 37,234,582
	4.32%	4.36%	4.64%	4.53%	4.57%	4.00%	4.94%
City of Marshall Payments							
Streetlight Costs from COSS	\$ 277,522	\$ 277,522	\$ 277,522	\$ 277,316	\$ 277,316	\$ 277,316	\$ 241,575
Fire Protection Costs from COSS	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000
Total City of Marshall Payments	\$ 422,522	\$ 422,522	\$ 422,522	\$ 422,316	\$ 422,316	\$ 422,316	\$ 386,575

Note:

- # Prior to 2021, this was an Industrial Land Development PILOT Payment based on the Joint Industrial Land Development Agreement with the City of Marshall
- * These costs will be established during the Cost of Service and Rate Design studies resulting in a Rate established for a three year period.

Estimated amounts for 2025 activity
Budgeted Revenue for 2024
Projected amounts based on 2024 activity to date
Historical amounts
Formula-driven cell

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

Agreement Title: Street Lighting		Agreement Number: 2A.1.4
Date of Adoption: October 20, 2004	Updated: November 18, 2019 Reaffirmed: September 2816, 20232024	Effective: January 1, 2020

Subject Matter: Marshall Municipal Utilities (MMU) will work in partnership with the Marshall City Government to provide street lighting to enhance public safety and improve the aesthetics of the community of Marshall. For purposes of this policy, street lighting includes lights on poles used to light public roadways, public bicycle paths, municipal parking lots and municipal park lands. It does not include lighting used for athletic recreational fields.

Scope of Activity:

- **Design:**
The design selection of the streetlight pole and lamp will be determined by a committee consisting of the City of Marshall’s Director of Public Works and Marshall Municipal Utilities (MMU) Electric Operations Manager. They will consider input from the constituency groups that are affected. The committee will take into consideration, budgetary, aesthetic, operations and maintenance costs as they select the street lighting design.
- **Placement:**
The selection of the location or placement of all street lighting facilities will be made by MMU’s Electric Operations Manager or his designated electric utility employee. Locations will be selected that comply with the design goals of the Director of Public Works or the Minnesota Department of Transportation if a State Highway.
- **Ownership:**
The streetlights shall be owned by Marshall Municipal Utilities. Their value will be accounted for in the accounting records of MMU.
- **Decision Making Process:**
The responsibility for making decisions regarding construction, repairs, replacement, inventory and timing of the same rests with MMU’s Electric Operations Manager. If needed, MMU’s Electric Operations Manager will solicit input from the Director of Public Works using prior practices as a template.
- **Funding:**
On a monthly basis, MMU will invoice the City an amount which is calculated based on an annual amount that is mutually agreed upon at the annual partnership meeting between MMU and the City of Marshall. The amount will be based upon the fully allocated costs to furnish the street lighting as determined in the Electric Cost of Service and Rate Design Study updated every 3 years. These expenditures include the cost of electricity, O&M as well as the capital cost of new light purchases. It also covers the cost of electricity for signalization; however, does not include the capital or O&M costs for signalization.

When there may be grant money available for lighting streets and parks, the City of Marshall shall provide the grant writing assistance to attempt to secure said grant funding.

Marshall Municipal Utilities Commission

City of Marshall

Chairperson of the Commission

Mayor

Secretary of the Commission

City Clerk

Marshall Municipal Utilities Allocation of Revenue Requirements

Classification	Total	Residential	Commercial		Demand Metered				Street Lighting	Industrial GS4
		Firm GS1	Firm No Credit	Interr Heat GS2.1	Firm_GS3 & GS3.1		Interruptible_GS3.2 & GS3.3			
					<500 kW	>500 kW	<500 kW	>500 kW		
12-Month Coincident Peak Demand										
December-February	\$ 3,003,100	\$ 484,450	\$ 256,668	\$ 623	\$ 282,997	\$ 350,705	\$ 7,931	\$ 31,020	\$ -	\$ 1,588,706
March-May	\$ 1,896,596	\$ 238,771	\$ 151,614	\$ 286	\$ 196,052	\$ 247,195	\$ 5,904	\$ 19,048	\$ -	\$ 1,037,727
June-August	\$ 3,726,358	\$ 530,896	\$ 281,631	\$ 71	\$ 437,374	\$ 526,986	\$ 15,871	\$ 38,346	\$ -	\$ 1,895,183
September-November	\$ 1,881,633	\$ 207,843	\$ 149,787	\$ 75	\$ 212,027	\$ 249,404	\$ 8,390	\$ 19,565	\$ -	\$ 1,034,542
Energy										
December-February	\$ 3,987,268	\$ 562,805	\$ 272,506	\$ 2,594	\$ 290,741	\$ 445,124	\$ 18,859	\$ 133,123	\$ 7,801	\$ 2,253,717
March-May	\$ 3,547,460	\$ 394,754	\$ 222,453	\$ 1,705	\$ 260,691	\$ 459,730	\$ 15,116	\$ 124,412	\$ 5,806	\$ 2,062,793
June-August	\$ 3,907,587	\$ 442,627	\$ 225,747	\$ 225	\$ 328,259	\$ 538,973	\$ 21,105	\$ 144,813	\$ 5,085	\$ 2,200,752
September-November	\$ 3,449,266	\$ 332,995	\$ 197,566	\$ 420	\$ 260,185	\$ 432,616	\$ 19,716	\$ 134,878	\$ 6,428	\$ 2,064,462
Transmission										
12-Month Coincident Peak Demand	\$ 4,696,599	\$ 641,482	\$ 377,053	\$ 490	\$ 500,101	\$ 609,863	\$ 16,826	\$ 48,163	\$ -	\$ 2,502,621
Customer Service	\$ 1,043,401	\$ 620,868	\$ 292,165	\$ 3,611	\$ 87,720	\$ 10,320	\$ 7,740	\$ 3,870	\$ 2,013	\$ 15,095
Distribution System	\$ 4,894,551	\$ 1,180,701	\$ 536,584	\$ 5,288	\$ 455,801	\$ 473,095	\$ 100,016	\$ 310,022	\$ 25,201	\$ 1,807,843
CP Demand	\$ 1,433,131	\$ 189,060	\$ 109,913	\$ 1,358	\$ 127,773	\$ 155,773	\$ 16,440	\$ 46,300	\$ -	\$ 786,513
Direct Allocation	\$ (1,851,613)									\$ (1,851,613)
Street Lighting - Direct Allocation										
Operation Expenses	\$ 89,916								\$ 89,916	
Maintenance Expenses	\$ 71,222								\$ 71,222	
Depreciation/Amortization	\$ 334,656								\$ 334,656	
Revenue Credits	\$ (30,623)								\$ (30,623)	
Reserve for Replacements	\$ 35,497								\$ 35,497	
PILOT	\$ 1,226,585	\$ 140,320	\$ 74,456	\$ 400	\$ 92,407	\$ 152,161	\$ 6,074	\$ 43,619	\$ 2,043	\$ 715,106
Total Revenue Requirements	\$ 37,342,590	\$ 5,967,569	\$ 3,148,141	\$ 17,147	\$ 3,532,129	\$ 4,651,946	\$ 259,988	\$ 1,097,178	\$ 555,043	\$ 18,113,448
Class Revenues	\$ 37,342,427	\$ 6,052,413	\$ 3,201,151	\$ 15,997	\$ 3,605,950	\$ 4,769,145	\$ 268,052	\$ 1,137,417	\$ 554,577	\$ 17,737,725
Difference (Rev. Req. Less Revenues)	\$ 164	\$ (84,844)	\$ (53,009)	\$ 1,150	\$ (73,821)	\$ (117,199)	\$ (8,064)	\$ (40,238)	\$ 466	\$ 375,723
Cost of Service Adjustment Percentage	0.0%	-1.4%	-1.7%	7.2%	-2.0%	-2.5%	-3.0%	-3.5%	0.1%	2.1%

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

Agreement Title: Fire Protection		Agreement Number: 3A.1. 4
Date of Adoption: September 28, 2010	Updated: Reaffirmed: September 2816, 20232024	Effective: January 1, 2023

Subject Matter:

To enhance Public Safety by partially funding the development and maintenance of a water system designed to enable city wide fire protection.

Scope of Activity:

Water System Design:

The MMU Water Operations Manager in collaboration with the City of Marshall’s Director of Public Works will design and construct water distribution and storage facilities that permit adequate fire flows to meet industry standards. The selection of materials and appurtenances to the water distribution system will be determined by Marshall Municipal Utilities.

Ownership and Management:

The water supply, water mains, storage facilities, and the fire hydrants located on public land and right of ways in the City of Marshall shall be owned, maintained, and replaced as needed by Marshall Municipal Utilities.

Funding:

Currently, every three years, a rate analyst is engaged to perform a Water Cost of Service and Rate Design Study. In the study, the American Water Works Association’s (AWWA) accounting guidelines will be applied to establish the annual allocation of costs for fire protection.

For the rate period of 2023 through 2025, the total annual cost allocated to fire protection is \$405,319. The City of Marshall will provide the initial \$145,000 in annual funding and MMU will provide the balance of funds as needed.

Marshall Municipal Utilities Commission

City of Marshall

Chairperson of the Commission

Mayor

Secretary of the Commission

City Clerk

Date: _____

Date: _____

**CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES
AGREEMENT**

ATTACHMENT A

**Fire Protection Services for
City of Marshall
Marshall, Minnesota**

The fee for providing Fire Protection Services to the City of Marshall is based on the following:

The fully allocated cost per the most recent Water Cost of Service and Rate Design Study, shared by the City of Marshall and Marshall Municipal Utilities.

Fully Allocated Cost (per Water Cost of Service and Rated Design Study, October 18, 2022)	\$405,319
Less: Marshall Municipal Utilities funding	(\$260,319)
2025 Fire Protection Services funded by the City of Marshall	\$145,000

**Marshall Municipal Utilities - Water
Allocation of Fire Protection Costs**

Exhibit 3-D

Line No.	Item	Current Cost of Service Amounts	Allocation Percentage	Current Allocated Amount
	(1)	(2)	(3)	(4)
1	<u>Annual Expense Allocation to Fire Protection:</u>			
2	Production:			
3	Operation:			
4	Salary - Operating Supervision	39,243	10%	3,924
5	Salary - Water Station Labor	290,448	2%	5,809
6	Station Supplies & Expense	16,207	5%	810
7	Power for Pumping	319,725	2%	6,395
8	Maintenance:			-
9	Water Station Maintenance	137,813	2%	2,756
10	Salary - Water Station Maintenance Labor	75,130	2%	1,503
11	Salary - Maintenance of Wells	21,879	2%	438
12	Salary - Aquifer Monitoring	15,281	2%	306
13	Maintenance of Wells	16,538	2%	331
14	Insurance	29,056	2%	581
15	Employee Welfare	144,009	2%	2,880
16	Distribution:			
17	Salary - Maintenance Supervision	-	25%	-
18	Salary - Maintenance of Hydrants	37,391	25%	9,348
19	Salary - Water Distribution Maintenance	237,082	25%	59,271
20	Maintenance of Distribution Mains	126,788	25%	31,697
21	Maintenance of Hydrants	16,538	100%	16,538
22	Maintenance of Towers & Tanks	299,000	25%	74,750
23	Equipment & Repair Expense	25,468	5%	1,273
24	Insurance	50,820	25%	12,705
25	Employee Welfare	119,930	25%	29,983
26	Customer Service & Information:			
27	Salary: Office/Customer Records & Collections	104,070	10%	10,407
28	Administrative & General:			
29	Salary: Administration	150,723	10%	15,072
30	Insurance	6,020	10%	602
31	Employees' Welfare	89,021	10%	8,902
32	Total Annual Expense	2,368,180		296,280
33	<u>Annual Capital Cost Allocable to Fire Protection:</u>			
34	Transmission & Distribution Depreciation Expense:			
35	Wells	150,272	2%	3,005
36	Transmission Mains	201,493	10%	20,149
37	Distribution Mains	844,056	10%	84,406
38	Transportation Equipment	18,752	5%	938
39	Tools & Work Equipment	10,828	5%	541
40	Total Annual Capital Cost	1,225,401		109,039
41	<u>Annual Fire Protection Costs</u>			405,319
42	<u>Present & Proposed Fire Protection Cost Recovery:</u>			
43	City of Marshall			145,000
44	Private Parties			-
45	Total Proposed Rate Revenue			145,000
46	<u>Proposed Rate Revenue Over (Under) Cost of Service:</u>			(260,319)

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

Agreement Title: Wastewater and Surface Water Management Billing and Collections		Agreement Number: 4A.1 Formerly 2A.1
Date of Adoption: December 6, 2004	Updated: September 20, 2010 Reaffirmed: September 28 16, 2023/2024	Effective: January 1, 2011

Subject Matter:

Wastewater and the Surface Water Management (SWM) Utilities are operated and the rates are set by the City of Marshall. Marshall Municipal Utilities facilitates the billing and collection of these fees for the City.

Scope of Activity:

Merging Utility Bills: MMU’s monthly utility bill will default to include Wastewater and SWM billing when the customer is also a customer of MMU. An MMU customer is defined as someone being billed for any utility services provided by MMU. For SWM customers not purchasing electric, water, wastewater services or other MMU utility services, a monthly SWM utility bill will be generated.

Billing - On the 1st working day of each month, MMU shall bill the prior months Wastewater and Surface Water Management (SWM) fee as it does the electric and water.

Collections – The Wastewater and SWM fee will be due and payable on the same terms as the electric and water utility bills (the 21st day of each month).

Payment Distribution - Payment will be applied proportionately to electric, water, wastewater and surface water management charges.

Penalty - If payment is not received by the due date, a penalty of 5% shall be incurred on the current billing period. This is consistent with MMU’s current policy for other services billed. Any revenue collected in the application of a penalty, is retained by MMU to offset the cost to effect collection of the late payment.

Collection Remedies -

- If payment is not received by the 21st, a past due notice shall be mailed by first class presort mail to the party responsible for the bill.
- If payment is not received by the end of the last business day of the month, a notice of past due utility bill will be mailed to the customer. Electricity may be disconnected on the date as stated on notice of past due utility.
- For SWM customers who receive only a SWM bill for their parcel, any unpaid SWM fees as of September 30th each year will be deemed uncollectible and forwarded to the City of Marshall for collection under the collection remedy the City chooses to utilize.

Deposit - A customer deposit is required if a customer previously had unpaid balances with MMU for electric, water, wastewater or surface water that were turned over to our collection agency; the unpaid balance and a deposit of \$100.00 will need to be paid in full before services may begin. A customer deposit of \$100.00 will also be required each time a customer is shut off for non-payment, including limiters that are placed on the electric meters. A business will be charged twice the amount of an average monthly billing or \$100.00; whichever is greater. The customer is required to pay in full the outstanding bill, the deposit, and all other costs incurred, before MMU will reconnect service.

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

Non-Sufficient Funds - Collection fees on all non sufficient fund payments shall follow MMU’s policy.

Change of Accounts -

- MMU shall have the authority to make appropriate changes to existing Wastewater and SWM accounts as requested by property owner. Property owner shall complete the application form.
- The City of Marshall shall be responsible to notify MMU of new additions to the City and or splits/combinations of existing parcels and any other changes to any parcel, including ownership changes for purposes of SWM billing.

Payment Arrangements -

- MMU shall work with Wastewater and SWM customers on all special payment arrangements as needed and available as with electric and water utility services.
- MMU shall offer multiple payment methods for Wastewater and SWM as with other utility services.
- If requested, all services, including Wastewater and SWM, will be calculated into a monthly budget billing.

Funding of Activity:

MMU Payment of Wastewater and SWM funds to the City - Marshall Municipal Utilities will remit customer payments collected for Wastewater and SWM on a monthly basis. In the event there is a billing correction resulting in an overpayment/ underpayment or an amount written off, the adjustment will be reflected and so noted in the monthly payment information to the City.

Fees for Service: MMU will invoice and the City of Marshall will pay for MMU to bill and collect Wastewater and SWM service fees on a monthly basis pursuant to this agreement. The amount of the invoice will be based upon 50% of the fully allocated cost (attachment A&B). It is anticipated this amount will change on an annual basis to reflect actual costs incurred by MMU; however, the allocation factors will remain fixed unless both parties mutually agree to a change.

Marshall Municipal Utilities Commission

City of Marshall

Chairperson of the Commission

Mayor

Secretary of the Commission

City Clerk

Date: _____

Date: _____

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

ATTACHMENT A

Wastewater Billing and Collections Services for City of Marshall Marshall, Minnesota

Allocation of billing/collection costs: 50% Electric, 20% Water, 20% Wastewater, 10% Surface Water

The following costs are based on 2023 actual expenses:

Staff Position	Staff Position Time spent on Billing & Collecting			WASTEWATER Percentage	Salary & Benefits
	Percentage	Annual Hours	Monthly Hours		
Customer Service Accounts Receivable	90%	1,872	156	20%	\$ 15,436
Customer Service Billing Clerk	90%	1,872	156	20%	\$ 17,899
Customer Service Supervisor	75%	1,560	130	20%	\$ 16,160
Customer Service Manager	50%	1,040	87	20%	\$ 16,419
Database Integration Specialist	50%	1,040	87	20%	\$ 12,674
Energy Services Coordinator	18%	374	31	20%	\$ 4,564
Water Foreman	10%	208	17	20%	\$ 2,968
Finance Manager	5%	104	9	20%	\$ 1,642
TOTAL					\$ 87,763

Billing/Collection Product Costs	Annual Amount	WASTEWATER Percentage	Allocated Cost
Fees: (Software, Licensing, Maintenance)	\$ 92,569	20%	\$ 18,514

Meter Reading, Maintenance, and Capitalization	Annual Amount	50/50 Split with Water	Allocated Cost
Water Meter Reader Salary (per acct #02-5-590-1-90200~2023)	\$ 979	50%	\$ 490
Water Meter Salary Maintenance (per acct #02-5-300-1-59700~2023)	\$ 459	50%	\$ 230
Water Meter Maintenance (per acct #02-5-300-2-59700~2023)	\$ 1,474	50%	\$ 737
Annual Depreciation of 2019 Water Meter Change-out	\$ 112,712	50%	\$ 56,356
TOTAL			\$ 57,812

General Office Expenses	Annual Amount	Split with Water and Surface Water	Allocated Cost
General Office Expenses - Water	\$ 57,493	40%	\$ 22,997

TOTAL WASTEWATER PORTION COSTS: \$ 187,086

2025 WASTEWATER FEE FOR BILLING & COLLECTIONS 50% of fully allocated costs \$ 93,544

Value of monthly billing and collections of Wastewater Services provided to City of Marshall

**CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES
AGREEMENT**

ATTACHMENT B

**Surface Water Management Billing and Collections Services for
City of Marshall
Marshall, Minnesota**

Allocation of billing/collection costs: 50% Electric, 20% Water, 20% Wastewater, 10% Surface Water

The following costs are based on 2023 actual expenses:

Staff Position	Staff Position Time spent on Billing & Collecting			Surface Water Percentage	Salary & Benefits
	Percentage	Annual Hours	Monthly Hours		
Customer Service Accounts Receivable	90%	1,872	156	10%	\$ 7,718
Customer Service Billing Clerk	90%	1,872	156	10%	\$ 8,950
Customer Service Supervisor	75%	1,560	130	10%	\$ 8,080
Customer Service Manager	50%	1,040	87	10%	\$ 8,210
Database Integration Specialist	50%	1,040	87	10%	\$ 6,337
Finance Manager	5%	104	9	10%	\$ 821
TOTAL					\$ 40,115

Billing/Collection Product Costs	Annual Amount	Surface Water Percentage	Allocated Cost
Fees: (Software, Licensing, Maintenance)	\$ 92,569	10%	\$ 9,257

General Office Expenses	Annual Amount	Split with Water and Surface Water	Allocated Cost
General Office Expenses - Water	\$ 57,493	10%	\$ 5,749

TOTAL SURFACE WATER PORTION COSTS: \$ 55,121

2025 SURFACE WATER FEE FOR BILLING & COLLECTIONS *50% of fully allocated costs* **\$ 27,561**

Value of monthly billing and collections of Surface Water Management Services provided to City of Marshall

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

Agreement Title: Professional Engineering Services		Agreement Number: 5A.1.2
Date of Adoption: January 3, 2006	Updated: <u>September 28, 2023</u> Reaffirmed: <u>September 16, 2024</u>	Effective: January 1, 2024

Subject Matter:

Marshall Municipal Utilities (MMU) requests to utilize the Professional Engineering Services of the City of Marshall for the design, inspection, and contract administration for various watermain and water service projects within the City of Marshall. The City of Marshall currently provides a portion of these services presently for various special assessment projects. Therefore, the City of Marshall and Marshall Municipal Utilities agree to enter into this Agreement.

Scope of Activity:

The purpose of the Agreement is to define the responsibilities of the City as to certain Professional Engineering Services for MMU and to define compensation from Marshall Municipal Utilities to the City of Marshall for said services.

The responsibilities and compensation are included in Attachment A of this Agreement and are attached hereto.

Marshall Municipal Utilities Commission

City of Marshall

Chairperson of the Commission

Mayor

Secretary of the Commission

City Clerk

Date: _____

Date: _____

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

ATTACHMENT A

Scope of Work for Professional Engineering Services for Marshall Municipal Utilities Marshall, Minnesota

I. Services to be Provided By the City of Marshall:

Marshall Municipal Utilities (MMU) desires to utilize the Professional Engineering Services of the City of Marshall (City) for watermain project development including Preliminary Planning and Conceptual Design, Design, Construction Inspection, and Post Construction, as outlined herein. The City and MMU will begin each project by completing a Project Authorization form that demonstrates the project has secured necessary commitment from the elected and/or appointed local officials. The Project Authorization form can be signed by the City's and MMU's management staff. Any engineering work accomplished under this agreement prior to the Project Authorization Form being completed requires the approval of MMU's General Manager or Water Operations Manager. It is recognized this will occur from time to time when there are joint development aspects to a project.

A. Preliminary Planning and Conceptual Design Services –

1. Basic Services

- a. Meet with MMU on a regular basis to determine the project needs for upcoming new and replacement watermain project.
- b. Provide a conceptual design or project layout for proposed projects.
- c. Revise the concept as necessary for MMU to confirm the scope of work and implementation schedule.
- d. Provide budgetary preliminary cost estimates of the concept project.

B. Design Services –

1. Basic Services

- a. Prepare plans and specifications, contract documents, and detailed estimates for the Construction projects and submit them to MMU and necessary permitting agencies for approval. Make necessary changes to the plans as required.
- b. Reproduce final plans and specifications for bidding purposes.
- c. Assist in reviewing bids, tabulation and analyses of bid results, and forward the results to MMU for their approval.

C. Construction Services –

1. Basic Services

- a. Assist MMU in execution of the Construction Documents.
- b. Conduct the pre-construction conference.
- c. Provide construction controls and verification surveys.
- d. Consult with and advise MMU during construction and act as MMU's representative as provided in the Contract Documents.
- e. Interpret plans and specifications during construction.
- f. Review required submittals to determine compliance with Contract Documents.

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

- g. Construction observation and documentation including digital photography to ensure compliance with the Contract Documents and for providing an adequate construction record or “as-built” record.
- h. Review performance and laboratory test data for compliance with project specifications.
- i. Review required payroll and advise contractors of deficiencies, if any.
- j. Review and make recommendations on requests for partial payments and change orders.
- k. Conduct final inspection and recommend final acceptance and payment.

D. Post Construction Services –

- 1. Prepare project record drawings (as built)
- 2. Provide any warranty inspections required.

II. Additional Services:

The following items are not included in the basic services under this Agreement:

- 1. Registered land surveying or right-of-way services, legal descriptions, and related services.
- 2. Environmental Impact Statements.
- 3. Construction Materials Testing.
- 4. Soil Borings and geotechnical recommendations.
- 5. Structural analysis.
- 6. Transmission (trunk line) design/sizing water treatment, or water storage projects.
- 7. Any legal, bonding or administrative costs

III. Period of Services:

This Agreement commences January 1, 2011 and will renew for subsequent five-year terms unless terminated by either party. Either party may terminate this contract by giving notice of intention to terminate to the other party. Notice to be provided as follows: City of Marshall; Attention City Administrator, 344 West Main Street, Marshall, MN 56258. MMU; Attention General Manager, 113 South 4th Street, Marshall, MN 56258. Said notice shall be by Certified Mail, return receipt requested to the address as listed above. Termination and subsequent cancellation of this contract shall be effective 12 months after the date said notice is received by the other party.

IV. Compensation:

The Basic Services in this agreement will be provided to MMU by the City of Marshall for a base annual fee of \$75,000.

This base fee is based upon current projected MMU needs and is estimated on a minimum amount of \$468,750 of water distribution construction work annually. For purposes of this calculation, it will not matter if the work has been designed with the City Engineer’s services or if the City Engineer utilizes the services of a 3rd party for purposes of designing the water distribution work.

If the construction cost of watermain and associated items in any calendar year exceeds \$468,750, MMU will be billed the at the rate of 16% for projects that require full engineering services as outlined above. For projects that are mutually agreed upon to need more or less than full engineering services due to their size or complexity, the City Engineer and MMU General Manager may agree to a greater or lesser percentage.

Additional services will be provided by separate agreement and billed separately.

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

V. Miscellaneous Provisions:

1. Modification. This Agreement may be modified by the parties only by written supplemental Agreement.
2. Binding Effect. The terms and conditions as set forth herein are binding upon the parties hereto, their legal representatives, successors and assigns.
3. Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to the subject matter of this Agreement. There are no other understandings or agreements.
4. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement.

City of Marshall & Marshall Municipal Utilities Water Project Authorization/Request Form

In accordance with the Professional Engineering Service Agreement between the City of Marshall (City) and Marshall Municipal Utilities (MMU), it is envisioned that water projects will be initiated for various reasons. The Project Authorization form is intended to serve as a document for the parties which will, to the extent possible, indicate the project scope authorized hereunder.

Project Title: _____

Project Description:

Is the project part of a larger joint project? Yes or No (circle one). If yes, who is (are) the other project participant(s)? _____ (list)

What is the non-water distribution portion of the joint project?

Phase 1: Preliminary Planning and Conceptual Design

Authorization for Water Distribution Engineering:

For MMU:

Name	Title	Date
------	-------	------

If a joint project with MMU is anticipated for water distribution, then City authorization to proceed with preliminary planning and conceptual design activities for non-water distribution joint work is requested.

Authorization to proceed with preliminary planning and conceptual design for the non-water distribution joint work:

For the City:

Name	Title	Date
------	-------	------

(over)

Phase 2: Design Services

If the project moves into the design phase, both parties stipulate they will continue to proceed as envisioned in the Professional Engineering Agreement and as outlined. Following design, the City Engineer will provide a final *estimate* showing the cost breakdown and item of work by each utility prior to bidding the work. Final *estimate* will be attached to this form by the City Engineer for consideration by MMU.

Following the bidding and award of contract, a *final cost breakdown* will be prepared by the City Engineer which shall be agreed upon by both parties and amended, if necessary, following project completion.

My signature attests that all public processes required by the City and/or MMU have been accomplished and that authorization has been granted by the City Council and/or the Utility Commission to complete the final design and seek bids for this public improvement.

For the City:

Name	Title	Date

For MMU:

Name	Title	Date

Phase 3: Construction Services:

If the project moves from design to construction, both parties stipulate they will continue to proceed as envisioned in the Professional Engineering Agreement and as outlined. Both parties stipulate that funding for their respective items of work under the joint project have been approved and will be available for their portion of joint work in a timely manner. Abstract of bids and cost breakdown for the project shall be attached to this document, when available.

My signature attests that all public processes required by the City and /or MMU have been accomplished and that authorization has been granted by the City Council and/ or the MMU Commission to construct the public improvement.

For the City:

Name	Title	Date

For MMU:

Name	Title	Date

(over)

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

Agreement Title: Joint Industrial Land Development		Agreement Number: 6A.5.1
Date of Adoption: November 24, 2020 – City of Marshall December 15, 2020 - MMU	Updated: September 28, 2023 Reaffirmed: <u>September 16, 2024</u>	Effective: January 1, - 2024 <u>2025</u>

Subject matter:

The purpose of this agreement is to establish the understanding and conditions agreed upon to terminate the “Joint Industrial Land Development” agreement originally adopted July 18, 2007 between City of Marshall and Marshall Municipal Utilities (MMU).

Whereas, the Joint Industrial Land Development agreement between the parties originally dated July 18, 2007 and affirmed annually each year since, has resulted in the City of Marshall acquiring and developing Industrial Land with all necessary infrastructure. The two subdivisions developed by the City of Marshall are more commonly referred to as Sonstegard Addition and Commerce Park. The agreement has served the intended purpose and the parties have terminated the agreement as of January 1, 2021, and

Whereas, the Industrial zoned land in Commerce Park is now “shovel-ready” and the City of Marshall/HRA assisted by its Economic Development Authority (EDA) desire to sell the land in strategic parcels for purposes of creating jobs. In the capitalization of the construction of Commerce Park, the City of Marshall secured a BDPI grant in the amount of \$2,000,000. These funds along with \$3,022,750 from MMU and \$3,022,750 from the City of Marshall enabling the work to be accomplished, and

Whereas, during the design and execution of the multiyear project, the City and MMU agreed to accomplish the task of stormwater retention on the adjoining land now known as the Merit Center Driving Track, and while the City was considering this site for said purpose, they asked MMU if it would be in agreement to accomplish the stormwater retention on the Merit Center land rather than the Commerce Park land. The parties agreed doing so would retain the maximum amount of improved “shovel ready” Industrial land and MMU stipulated they would support the idea in return for lot 2, block 7 in Commerce Park, to be used by MMU for future municipal utilities facilities such as a solar installation or a water treatment plant or both over time. A 50-year \$1.00 option was entered into by the parties and said option was recorded. As the parties work to affect the transfer of ownership of lot 2, block 7, both MMU and the city have discovered that Minnesota Management and Budget office (MMB) has raised questions as to the compliance with state statutes that are associated with the \$2 million dollar grant awarded to the city to develop Commerce Park. Under current statute, MMU and the city would be in violation of State law if it were to proceed with the original agreement to purchase lot 2 block 7, and

Whereas, the city and MMU agree that Lot 2 Block 7 should be owned by MMU and will work together to ask for changes in current state statutes that will allow greater flexibility for economic development opportunities. Should the city and MMU succeed in creating greater control over the use of Commerce Park development, MMU asks that Lot 2 Block 7 be sold to MMU for \$1.00 as originally intended in the first Joint Industrial Land Development agreement dated July 18th, 2008. If the city and MMU cannot secure the changes needed to sell Lot 2 Block 7 to MMU for \$1.00, MMU reserves the right to purchase Lot 2 Block 7 at the appraised value.

Now Therefore Be It Resolved, The City of Marshall as developer and owner of the remaining unsold developed land within the Sonstegard and Commerce Park 2 Subdivisions will:

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

1. Assume all liability for future initial infrastructure costs, including water mains that may be incurred in future phases of work in support of the Sonstegard and Commerce Park lands including any costs expended on the Merit Center Driving Track land related to stormwater improvements.
2. Repay the State of Minnesota all or a portion of the BDPI grant funds received if in the City of Marshall's opinion, it becomes necessary to remove State of Minnesota imposed restrictions on how the land is marketed and sold. Pursuant to MN State Statute, 116J.431, Greater Minnesota Business Development Infrastructure Grant Program, Subd.3a, on October 2, 2027, this land will not be restricted to the uses as prescribed in said statute.
3. Provide MMU lot 2, block 7 in Commerce Park 2, free and clear of any State or Local encumbrances.

Marshall Municipal Utilities, agrees herein:

1. To partner with the city and help promote economic development. MMU will make available to the City of Marshall \$1,000,000 held in reserve from the original Joint Land Industrial agreement established in July of 2007. This money will be used by the City of Marshall in leveraging grant money for a future Economic Development Authority (EDA) project agreed upon by both the city and MMU. After the city is finished leveraging this money to promote the project, the \$1 million dollars will be applied to any MMU utility infrastructure extension costs associated with the EDA project.
2. To transfer funds to the City of Marshall through the annual Pilot payment for support of the work of the Marshall EDA within the city limits of Marshall MN. The annual amount of said funds would be the result of multiplying the 10-year average energy sales (excluding GS-4 sales) by \$.0006 and GS-4 sales by \$.0001 which would yield ~~\$176,616~~173,941 in the current calculation. The amount will vary slightly year to year.
3. To pay \$1.00 or the appraised value for lot 2, block 7 Commerce Park. The dollar amount will be determined by the results of the city's and MMU's efforts in making state statutes more flexible in support of economic development efforts by cities and counties.

Marshall Municipal Utilities Commission

City of Marshall

Chairperson of the Commission

Mayor

Secretary of the Commission

City Clerk

Date: _____

Date: _____

**CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES
AGREEMENT**

Agreement Title: Marshall Municipal Utilities Capital Funding Plan		Agreement Number: 7A.1. 13 14
Date of Adoption: November 19, 2008	Updated: September 28, 2023 September 16, 2024	Effective: January 1, 2024 2025

Subject Matter:

Two local public entities, the City of Marshall and Marshall Municipal Utilities (MMU) have the ability to utilize tax exempt bonding for capital improvements. When these entities determine a need to issue bonds, their preference is to issue bonds within the federally established bank qualified (BQ) limit.

Scope of Activity:

On an annual basis, the City Administrator and the General Manager of MMU coordinate their organization’s respective capital funding needs.

The coordination of public improvements requires a joint planning effort between all local public bodies. In cooperation and with joint planning, the City of Marshall and Marshall Municipal Utilities agree to work together on the coordination of their respective capital improvements funded by municipal bonding.

Funding:

During the last quarter of the year, MMU will communicate the subsequent year’s utility bonding needs to the Marshall City Council through their City Administrator. Further, Marshall Municipal Utilities agrees to engage the same Financial Advisor and Bond Counsel to streamline the joint planning between bodies. MMU ~~does not~~ anticipate issuing ~~any~~ additional Public Utility revenue bonds during ~~2024-2025~~ for ~~“new money”~~ issues. ~~\$9.5~~ 10.7 million. ~~Because the new generation project will be 3 years in length, MMU will be asking to bond additional money in 2026 to finish the work.~~ However, in 2025, MMU is anticipating securing \$12-13 million in Public Utility Revenue Bonds for building and commissioning new distribution generation.

- Formatted: Strikethrough
- Formatted: Strikethrough
- Formatted: Not Strikethrough
- Formatted: Strikethrough

Marshall Municipal Utilities Commission

City of Marshall

Chairperson of the Commission

Mayor

Secretary of the Commission

City Clerk

Date: _____

Date: _____

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

Agreement Title: Fiber Optic Utilization		Agreement Number: 8A.1.1314
Date of Adoption: November 19, 2008	Updated: September 28, 2023 September 16, 2024	Effective: January 1, 20242025

Subject Matter:

Marshall Municipal Utilities (MMU) owns and maintains a fiber optic network as part of its electric utility. Over the years, public entities in Marshall have participated in the planning and funding of the network and have connected their buildings to the network to provide fiber connectivity. This connectivity allows greater efficiency in the planning and utilization of public Information Technology (IT) resources. While MMU owns the network, its joint utilization serves to provide a secure and robust network or Wide Area Network (WAN) within Marshall. Participants include the Lyon County Government, Marshall Public Schools, the City of Marshall and MMU. This agreement acts to do the annual planning between the City of Marshall and MMU for any planned fiber WAN improvements or expansions.

Scope of Activity:

MMU’s involvement is carried out in part, pursuant to the Marshall City Charter chapter 13.01, Subd.1. In satisfaction of the provisions of the chapter, MMU herein requests, and the City of Marshall herein grants the authority and ability to own, operate, maintain, replace and enhance the fiber optic facilities. The MMU owned fiber optic facilities can use public rights of way, consistent with Chapter 13.04 Subd 5 of the City Charter.

Funding:

The City of Marshall will provide the capital to expand the fiber system if the expansion is solely for the purposes of serving a City of Marshall function and no joint use is contemplated. When there is a joint use, MMU will provide funding for the non-City portion of the project. MMU’s fixed term “Dark Fiber” agreements are also an available funding mechanism the City can utilize. Repair or maintenance work done on fiber used solely by the City will be done by MMU on a time and material basis.

Future Cost:

The City does not need any new fiber infrastructure in ~~2024~~2025.

Marshall Municipal Utilities Commission

City of Marshall

Chairperson of the Commission

Mayor

Secretary of the Commission

City Clerk

Date: _____

Date: _____

**CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES
AGREEMENT**

Agreement Title: GIS Coordination		Agreement Number: 11A.4
Date of Adoption: November 7, 2017	Updated: Reaffirmed: September 2816, 20232024	Effective: January 1, 2023

Subject Matter:

Geographic Information System (GIS) utilization has increasingly been deployed at Marshall Municipal Utilities (MMU) and the City of Marshall for purposes of accurately recording and preserving the record of where the public assets are located. This work is very important for accurate system planning as well as transferring knowledge as one generation retires and another takes its place. MMU has developed robust capabilities in using a software platform named ESRI and the City of Marshall wishes to migrate their current GIS data to the same platform.

Scope of Activity:

MMU herein offers to support the City of Marshall in deploying the ESRI software for the management of various facility records now maintained by the City such as signage, wastewater, and surface water management. The use of ESRI will enhance the accuracy and functionality of data dealing with location points. MMU will provide the following services:

- A. Human resources to build and maintain the desired data and records related to physical locations in a GIS format.
- B. Software, licenses, and support and hardware located within the MMU/City Network suitable for accomplishing the work.

The City and MMU will provide map information when requested to a shared file for ease of access by staff.

The fee for MMU performing the work for the City will be tracked, and the incremental cost incurred by MMU will be billed to the City. MMU estimates the annual expenses to be approximately \$24,750 and actual recorded hours will be billed out to the City. This amount will be invoiced to the City on a semi-annual basis. On an annual basis, during the Joint Partnership Meeting, the costs will be reviewed and agreed upon for the succeeding year.

Marshall Municipal Utilities Commission

City of Marshall

Chairperson of the Commission

Mayor

Secretary of the Commission

City Clerk

Date: _____

Date: _____

**Marshall Municipal Utilities
City of Marshall
2025 Shared GIS Budget**

Shared GIS Budget 2025 - Software					
			MMU	City	
Area	Product / Purpose	Cost			User
ArcGIS	ESRI Enterprise Licensing	\$ 27,500	\$ 13,750	\$ 13,750.00	City (50%), MMU (50%)
	TOTAL	\$ 27,500	\$ 13,750	\$ 13,750	

Shared GIS Budget 2025 - MMU Estimated Staff Time *					
		Annual			
Area	Product / Purpose	Hours	Rate	City	User
GIS	Estimated MMU Staff Hours for:	200.00	\$ 55.00	\$ 11,000	City, MMU
	- GPS Fieldwork Collection				
	- Fieldwork Conversion to GIS				
	- GIS Database Creation				
	- GIS Database Maintenance				
	- Web and Mobile Map Creation				
	- Web an Mobile Map Maintenance				
	TOTAL			\$ 11,000	
Total Cost of GIS Software & MMU Staff Time				\$ 24,750	

* Actual hours are billed on a semi-annual basis to the City of Marshall.

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

Agreement Title: Radio Frequency (RF) Coordination		Agreement Number: 12A.5
Date of Adoption: November 18, 2019	Updated: September 28, 2023 Reaffirmed: <u>September 16, 2024</u>	Effective: January 1, 2024

Subject Matter:

This agreement details the uses of Federal Communication Commission (FCC) regulated Radio Frequency or RF signals used in the transmission and reception of communication for voice and non-voice use in the regular operations of work activity of the employees of the City of Marshall and the Marshall Municipal Utilities (MMU). Generally, RF used by law enforcement is not part of this agreement. FCC also licenses private telecommunication providers who place their equipment for wireless communication on public facilities such as water towers and street light poles which in Marshall are owned by MMU.

The systems and FCC licensees needed to serve this public purpose can be enhanced through good coordination between City and MMU for their use.

Scope of Activity:

1. Two-way radio communication:

The FCC license for frequency 158.805 MHz is issued to the City of Marshall and is used by both the MMU employees and the City Public Works employees in the discharge of their duties. Said license renewal has been handled by MMU in the past but is issued to the City of Marshall. Due date for License Renewal 2025.

2. GPS base station transmitter:

The City owns a GPS transmitter placed on the City owned High-rise apartment at 202 N. 1st St. The FCC license for said transmitter operated at 453.2375 Mhz. As the equipment is owned by the City any FCC licensure activity should be handled by the City. Current FCC License expires November 8, 2025. Public and private users of GPS technology use this base station for documenting and locating geospatial information.

3. Private wireless telecommunication providers.

Cell phone service in and around Marshall is provided by the private sector. Agreements between these companies and MMU allow for their equipment to be located upon the MMU owned water towers on Bruce St. and Oak St.

Beginning in 2019, Verizon Wireless started to plan and build “small-cell” equipment on street light poles owned by MMU. Verizon’s vision is to one day in the future, use this equipment as a key part of their 5G build-out. They say 5G will support the triple-play of voice-data-entertainment. The current equipment is not 5G. To facilitate the placement of the small cell equipment, MMU has entered into agreements to allow for the orderly placement and operation of said privately owned equipment.

**CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES
AGREEMENT**

Any revenue received by MMU for use of the Street Light poles will be shared with the City of Marshall. MMU will receive said lease payments and will remit to the City the net revenue after paying for the expenses incurred to lease said street light poles to the companies. The current estimate of net revenue is \$1,000 per pole per year but is expected to change over time. Currently, seven (7) poles are under lease to Verizon Wireless.

2024 Costs:

No costs are expected related to this RF agreement in 2024.

Marshall Municipal Utilities Commission

City of Marshall

Chairperson of the Commission

Mayor

Secretary of the Commission

City Clerk

Date: _____

Date: _____

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

Agreement Title: Water Main Development Agreement		Agreement Number: 13A.1
Date of Adoption: November 2022	Updated: Reaffirmed: September 2816, 20232024	Effective: January 1, 2023

Subject Matter: Marshall Municipal Utilities (MMU) will work in partnership with the Marshall City Government to encourage economic development and stability by establishing water infrastructure development guidelines. A Water Main Development Agreement shall be established that will streamline and promote the investment of water infrastructure and help provide a clear path for any Developer wanting to invest and expand in the City of Marshall.

Scope of Activity:

- **Design:**
MMU will work with the City Engineer’s Office to review and provide minimum water infrastructure requirements to any developer wanting to extend water utilities inside the city of Marshall. Once minimum water infrastructure requirements are established, MMU will then apply their future water infrastructure plans to the project. If it is determined by MMU that there needs to be changes in the size of the water main or accompanied equipment, MMU will coordinate with the developer and pay all purchase and installations costs associated with those changes.
- **Placement:**
The Developer will be responsible to install all minimum water infrastructure requirements for the building project. If any changes are required from MMU the Developer, in accordance with the Development Agreement, will coordinate with MMU and build to MMU specifications.
- **Ownership:**
All new water infrastructure installations will be owned and maintained by MMU.
- **Decision Making Process:**
The responsibility for making decisions regarding installation, repairs, replacement, inventory, and timing of the same rests with MMU’s Water Operation’s Manager. If needed, MMU’s Water Operation’s Manager will solicit input from the City Engineer’s Office using prior practices as a template.
- **Funding:**
Costs associated in building to minimum water infrastructure standards will be borne by the developer. Any additional costs will be determined and borne by MMU.

When there may be grant money available for the extension of water mains and associated hardware, the City of Marshall shall provide the grant writing assistance to attempt to secure said grant funding.

Marshall Municipal Utilities Commission

City of Marshall

Chairperson of the Commission

Mayor

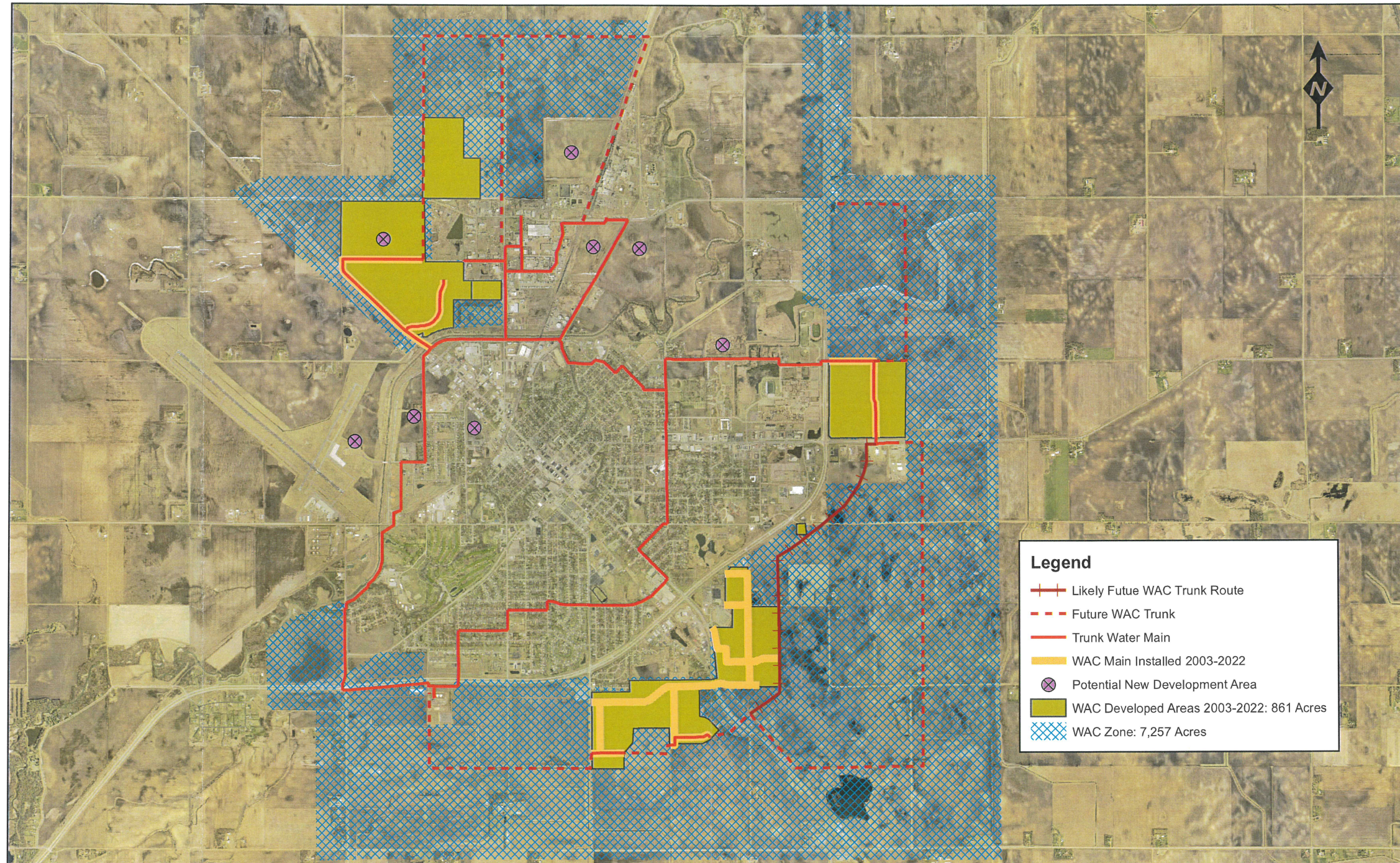
Secretary of the Commission

City Clerk

Date: _____

Date: _____

Marshall Water Area Charge Zones



**Joint Resolution of the
City of Marshall and Marshall Municipal Utilities
Approving the 2025 Partnership Agreement**

Whereas on Monday, September 16, 2024 at 12:00 noon, Mayor Robert Byrnes, City Council member John Alcorn, City Administrator, Sharon Hanson, Director of Public Works/City Engineer Jason Anderson, Director of Administrative Services, E.J. Moberg and MMU Commissioners, Cindy Verschaetse, Michael Tao, and Jeff Haukom joined by, MMU’s General Manager Dave Schelkoph, Customer Service Manager, Leslie Hisken, Finance Manager Kevin Lee, Electric Operations Manager, Tony Mead, Water Operations Manager, Jeff Larson, the 2025 Partnership Agreement material, and

Whereas, the representative group reviewed and discussed the individual agreements and attachments outlined below. Following discussion, the committee recommends the City Council and the Marshall Municipal Utilities Commission reaffirm the agreements.

Now therefore be it resolved, the individual agreements that comprise the 2025 Partnership Agreement and their attachments listed below are hereby approved and the Mayor, City Clerk, Chairman of the Commission and Secretary to the Commission are hereby authorized to sign this Joint Agreement and said individual agreements:

1A.6	Payment- In-Lieu-Of-Taxes (PILOT)	Modified Agreement and Attachments
2A.1.4	Street Lighting	Modified Attachment
3A.1.4	Fire Protection	Modified Attachment
4A.1	Wastewater & Surface Water Management Billing & Collections	Modified Attachments
5A.1.2	Professional Engineering Services	No change
6A.5.1	Joint Industrial Land Development	Modified Agreement
7A.1.14	MMU Capital Funding Plan	Modified Agreement
8A.1.14	Fiber Optic Utilization	Modified Agreement
9A.1.10	Telephone and IT Shared Services	Deleted
10A.1.8	Chloride Reduction Coordination	Deleted
11A.4	GIS Coordination	Modified Attachment
12A.5	Radio Frequency (RF) Coordination	No change
13A.1	Water Main Development Agreement	No change

The City Council approved this Agreement on _____ 2024.

The MMU Commission approved this Agreement on _____ 2024.

Marshall Municipal Utilities Commission

City of Marshall

Chairperson of the Commission

Mayor

Date

Date

Secretary of the Commission

City Clerk

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

Agreement Title: Payment-In-Lieu-Of-Taxes (PILOT)		Agreement Number: 1A.6
Date of Adoption:	Updated: September 16, 2024 Reaffirmed:	Effective: January 1, 2025

Subject Matter:

As a Municipal Utility, Marshall Municipal Utilities (MMU) is exempt from paying property tax. Due to being a tax-exempt entity, MMU will remit a Payment in Lieu of Tax (PILOT) to the City of Marshall.

Scope of Activity:

The purpose of the Agreement is to define the basis of the PILOT payment remitted to the City of Marshall by MMU.

PILOT Calculation:

The annual PILOT calculation is based on the average annual kilowatt hour (kWh) sales using the most recent audited ten (10) years information. The calculation is based on a ten (10)-year average instead of the prior year’s kWh sales to allow payment to be less volatile. To calculate the PILOT, an energy rate of \$.0014 is multiplied by the average kWh sales to determine the base amount. In addition, an amount in support of EDA programs and activity will be made annually. That EDA increment would be the result of multiplying the 10-year average energy sales (excluding GS-4 sales) by \$.0006 and GS-4 sales by \$.0001 which would yield \$173,941 in the current calculation Attachment A and B show the forecasted amounts for the succeeding year.

Funding:

On a monthly basis, MMU will remit one twelfth of the annual PILOT amounts to the City.

Marshall Municipal Utilities Commission

City of Marshall

Chairperson of the Commission

Mayor

Secretary of the Commission

City Clerk

Date: _____

Date: _____

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

ATTACHMENT A

PAYMENT IN LIEU OF TAXES (PILOT) AND ECONOMIC DEVELOPMENT AUTHORITY (EDA) PILOT SUPPORT TO THE CITY OF MARSHALL MARSHALL, MINNESOTA

2025 Payment in Lieu of Taxes (PILOT) Calculation

<u>Audit Year</u>	<u>Total kWh Electric Sales</u>	<u>Industrial Customer kWh Electric Sales</u>	<u>All other kWh Electric Sales</u>
2014	591,425,915	334,530,000	256,895,915
2015	587,485,240	340,606,000	246,879,240
2016	572,499,415	329,056,000	243,443,415
2017	570,043,971	333,382,000	236,661,971
2018	573,113,094	329,336,000	243,777,094
2019	558,720,581	318,542,000	240,178,581
2020	531,120,905	306,140,800	224,980,105
2021	516,987,452	293,356,000	223,631,452
2022	522,917,386	292,801,600	230,115,786
2023	517,612,181	293,734,000	223,878,181
Total	5,541,926,140	3,171,484,400	2,370,441,740
<u>10 Year Rolling Average kWh Electric Sales (based on audit years 2014 through 2023):</u>			
	554,192,614	317,148,440	237,044,174
<i>Base PILOT Rate Per kWh</i>		\$ 0.001400	\$ 0.001400
2025 BASE PILOT	\$ 775,870	\$ 444,008	\$ 331,862
<i>EDA PILOT Support Rate per kWh</i>		\$ 0.000100	\$ 0.000600
2025 BASE EDA PILOT Support	\$ 173,941	\$ 31,715	\$ 142,227
2025 PILOT Payment to City of Marshall	\$ 949,811	\$ 475,723	\$ 474,088

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

ATTACHMENT B

MARSHALL MUNICIPAL UTILITES PAYMENTS /ALLOCATED COSTS AND CITY OF MARSHALL PAYMENTS

	Estimated 2025	Projected 2024	Historical 2023	Historical 2022	Historical 2021	Historical 2020	Historical 2019
MMU PILOT/Allocated Cost Discounts							
PILOT							
Base	\$ 775,870	\$ 787,998	\$ 799,333	\$ 812,944	\$ 823,773	\$ 810,579	\$ 819,195
EDA Support #	\$ 173,941	\$ 176,616	\$ 178,551	\$ 181,581	\$ 184,078	\$ -	\$ 457,939
Total PILOT Payments	\$ 949,811	\$ 964,614	\$ 977,884	\$ 994,525	\$ 1,007,851	\$ 810,579	\$ 1,277,134
Discounted Services							
* Streetlight Costs from COSS	\$ 277,522	\$ 277,522	\$ 277,521	\$ 277,316	\$ 277,316	\$ 277,316	\$ 241,575
* Fire Protection Costs from COSS	\$ 260,319	\$ 260,319	\$ 260,319	\$ 203,445	\$ 203,445	\$ 203,445	\$ 202,624
Wastewater Billing Cost Allocations	\$ 93,544	\$ 93,925	\$ 90,236	\$ 97,729	\$ 92,885	\$ 80,119	\$ 84,625
Surface Water Billing Cost Allocations	\$ 27,561	\$ 26,241	\$ 24,243	\$ 24,866	\$ 24,019	\$ 32,047	\$ 33,538
Total Discounted Services	\$ 658,946	\$ 658,007	\$ 652,319	\$ 603,356	\$ 597,665	\$ 592,927	\$ 562,362
Total MMU PILOT/Allocated Cost Discounts	\$ 1,608,757	\$ 1,622,621	\$ 1,630,203	\$ 1,597,881	\$ 1,605,516	\$ 1,403,506	\$ 1,839,496
Annual Audited Electric Sales Revenue	\$ 37,230,700	\$ 37,230,700	\$ 35,160,391	\$ 35,254,144	\$ 35,141,255	\$ 35,101,047	\$ 37,234,582
	4.32%	4.36%	4.64%	4.53%	4.57%	4.00%	4.94%
City of Marshall Payments							
Streetlight Costs from COSS	\$ 277,522	\$ 277,522	\$ 277,522	\$ 277,316	\$ 277,316	\$ 277,316	\$ 241,575
Fire Protection Costs from COSS	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000
Total City of Marshall Payments	\$ 422,522	\$ 422,522	\$ 422,522	\$ 422,316	\$ 422,316	\$ 422,316	\$ 386,575

Note:

- # Prior to 2021, this was an Industrial Land Development PILOT Payment based on the Joint Industrial Land Development Agreement with the City of Marshall
- * These costs will be established during the Cost of Service and Rate Design studies resulting in a Rate established for a three year period.

Estimated amounts for 2025 activity
Budgeted Revenue for 2024
Projected amounts based on 2024 activity to date
Historical amounts
Formula-driven cell

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

Agreement Title: Street Lighting		Agreement Number: 2A.1.4
Date of Adoption: October 20, 2004	Updated: November 18, 2019 Reaffirmed: September 16, 2024	Effective: January 1, 2020

Subject Matter: Marshall Municipal Utilities (MMU) will work in partnership with the Marshall City Government to provide street lighting to enhance public safety and improve the aesthetics of the community of Marshall. For purposes of this policy, street lighting includes lights on poles used to light public roadways, public bicycle paths, municipal parking lots and municipal park lands. It does not include lighting used for athletic recreational fields.

Scope of Activity:

- **Design:**
The design selection of the streetlight pole and lamp will be determined by a committee consisting of the City of Marshall’s Director of Public Works and Marshall Municipal Utilities (MMU) Electric Operations Manager. They will consider input from the constituency groups that are affected. The committee will take into consideration, budgetary, aesthetic, operations and maintenance costs as they select the street lighting design.
- **Placement:**
The selection of the location or placement of all street lighting facilities will be made by MMU’s Electric Operations Manager or his designated electric utility employee. Locations will be selected that comply with the design goals of the Director of Public Works or the Minnesota Department of Transportation if a State Highway.
- **Ownership:**
The streetlights shall be owned by Marshall Municipal Utilities. Their value will be accounted for in the accounting records of MMU.
- **Decision Making Process:**
The responsibility for making decisions regarding construction, repairs, replacement, inventory and timing of the same rests with MMU’s Electric Operations Manager. If needed, MMU’s Electric Operations Manager will solicit input from the Director of Public Works using prior practices as a template.
- **Funding:**
On a monthly basis, MMU will invoice the City an amount which is calculated based on an annual amount that is mutually agreed upon at the annual partnership meeting between MMU and the City of Marshall. The amount will be based upon the fully allocated costs to furnish the street lighting as determined in the Electric Cost of Service and Rate Design Study updated every 3 years. These expenditures include the cost of electricity, O&M as well as the capital cost of new light purchases. It also covers the cost of electricity for signalization; however, does not include the capital or O&M costs for signalization.

When there may be grant money available for lighting streets and parks, the City of Marshall shall provide the grant writing assistance to attempt to secure said grant funding.

Marshall Municipal Utilities Commission

City of Marshall

Chairperson of the Commission

Mayor

Secretary of the Commission

City Clerk

Date: _____

Date: _____

**CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES
AGREEMENT**

ATTACHMENT A

**Street Lighting Services for
City of Marshall
Marshall, Minnesota**

The fee for providing Street Lighting Services to the City of Marshall is based on the following:

The fully allocated cost per the most recent Electric Cost of Service and Rate Design Study, shared equally (50/50) by the City of Marshall and Marshall Municipal Utilities.

Fully Allocated Cost (per Electric Cost of Service and Rated Design Study, October 18, 2022)	\$555,043
City of Marshall allocation	x 50%
2025 Annual Street Lighting Services funded by the City of Marshall	\$277,522

Marshall Municipal Utilities Allocation of Revenue Requirements

Classification	Total	Residential	Commercial		Demand Metered				Street Lighting	Industrial GS4
		Firm GS1	Firm No Credit	Interr Heat GS2.1	Firm_GS3 & GS3.1		Interruptible_GS3.2 & GS3.3			
					<500 kW	>500 kW	<500 kW	>500 kW		
12-Month Coincident Peak Demand										
December-February	\$ 3,003,100	\$ 484,450	\$ 256,668	\$ 623	\$ 282,997	\$ 350,705	\$ 7,931	\$ 31,020	\$ -	\$ 1,588,706
March-May	\$ 1,896,596	\$ 238,771	\$ 151,614	\$ 286	\$ 196,052	\$ 247,195	\$ 5,904	\$ 19,048	\$ -	\$ 1,037,727
June-August	\$ 3,726,358	\$ 530,896	\$ 281,631	\$ 71	\$ 437,374	\$ 526,986	\$ 15,871	\$ 38,346	\$ -	\$ 1,895,183
September-November	\$ 1,881,633	\$ 207,843	\$ 149,787	\$ 75	\$ 212,027	\$ 249,404	\$ 8,390	\$ 19,565	\$ -	\$ 1,034,542
Energy										
December-February	\$ 3,987,268	\$ 562,805	\$ 272,506	\$ 2,594	\$ 290,741	\$ 445,124	\$ 18,859	\$ 133,123	\$ 7,801	\$ 2,253,717
March-May	\$ 3,547,460	\$ 394,754	\$ 222,453	\$ 1,705	\$ 260,691	\$ 459,730	\$ 15,116	\$ 124,412	\$ 5,806	\$ 2,062,793
June-August	\$ 3,907,587	\$ 442,627	\$ 225,747	\$ 225	\$ 328,259	\$ 538,973	\$ 21,105	\$ 144,813	\$ 5,085	\$ 2,200,752
September-November	\$ 3,449,266	\$ 332,995	\$ 197,566	\$ 420	\$ 260,185	\$ 432,616	\$ 19,716	\$ 134,878	\$ 6,428	\$ 2,064,462
Transmission										
12-Month Coincident Peak Demand	\$ 4,696,599	\$ 641,482	\$ 377,053	\$ 490	\$ 500,101	\$ 609,863	\$ 16,826	\$ 48,163	\$ -	\$ 2,502,621
Customer Service	\$ 1,043,401	\$ 620,868	\$ 292,165	\$ 3,611	\$ 87,720	\$ 10,320	\$ 7,740	\$ 3,870	\$ 2,013	\$ 15,095
Distribution System	\$ 4,894,551	\$ 1,180,701	\$ 536,584	\$ 5,288	\$ 455,801	\$ 473,095	\$ 100,016	\$ 310,022	\$ 25,201	\$ 1,807,843
CP Demand	\$ 1,433,131	\$ 189,060	\$ 109,913	\$ 1,358	\$ 127,773	\$ 155,773	\$ 16,440	\$ 46,300	\$ -	\$ 786,513
Direct Allocation	\$ (1,851,613)									\$ (1,851,613)
Street Lighting - Direct Allocation										
Operation Expenses	\$ 89,916								\$ 89,916	
Maintenance Expenses	\$ 71,222								\$ 71,222	
Depreciation/Amortization	\$ 334,656								\$ 334,656	
Revenue Credits	\$ (30,623)								\$ (30,623)	
Reserve for Replacements	\$ 35,497								\$ 35,497	
PILOT	\$ 1,226,585	\$ 140,320	\$ 74,456	\$ 400	\$ 92,407	\$ 152,161	\$ 6,074	\$ 43,619	\$ 2,043	\$ 715,106
Total Revenue Requirements	\$ 37,342,590	\$ 5,967,569	\$ 3,148,141	\$ 17,147	\$ 3,532,129	\$ 4,651,946	\$ 259,988	\$ 1,097,178	\$ 555,043	\$ 18,113,448
Class Revenues	\$ 37,342,427	\$ 6,052,413	\$ 3,201,151	\$ 15,997	\$ 3,605,950	\$ 4,769,145	\$ 268,052	\$ 1,137,417	\$ 554,577	\$ 17,737,725
Difference (Rev. Req. Less Revenues)	\$ 164	\$ (84,844)	\$ (53,009)	\$ 1,150	\$ (73,821)	\$ (117,199)	\$ (8,064)	\$ (40,238)	\$ 466	\$ 375,723
Cost of Service Adjustment Percentage	0.0%	-1.4%	-1.7%	7.2%	-2.0%	-2.5%	-3.0%	-3.5%	0.1%	2.1%

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

Agreement Title: Fire Protection		Agreement Number: 3A.1. 4
Date of Adoption: September 28, 2010	Updated: Reaffirmed: September 16, 2024	Effective: January 1, 2023

Subject Matter:

To enhance Public Safety by partially funding the development and maintenance of a water system designed to enable city wide fire protection.

Scope of Activity:

Water System Design:

The MMU Water Operations Manager in collaboration with the City of Marshall’s Director of Public Works will design and construct water distribution and storage facilities that permit adequate fire flows to meet industry standards. The selection of materials and appurtenances to the water distribution system will be determined by Marshall Municipal Utilities.

Ownership and Management:

The water supply, water mains, storage facilities, and the fire hydrants located on public land and right of ways in the City of Marshall shall be owned, maintained, and replaced as needed by Marshall Municipal Utilities.

Funding:

Currently, every three years, a rate analyst is engaged to perform a Water Cost of Service and Rate Design Study. In the study, the American Water Works Association’s (AWWA) accounting guidelines will be applied to establish the annual allocation of costs for fire protection.

For the rate period of 2023 through 2025, the total annual cost allocated to fire protection is \$405,319. The City of Marshall will provide the initial \$145,000 in annual funding and MMU will provide the balance of funds as needed.

Marshall Municipal Utilities Commission

City of Marshall

Chairperson of the Commission

Mayor

Secretary of the Commission

City Clerk

Date: _____

Date: _____

**CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES
AGREEMENT**

ATTACHMENT A

**Fire Protection Services for
City of Marshall
Marshall, Minnesota**

The fee for providing Fire Protection Services to the City of Marshall is based on the following:

The fully allocated cost per the most recent Water Cost of Service and Rate Design Study, shared by the City of Marshall and Marshall Municipal Utilities.

Fully Allocated Cost (per Water Cost of Service and Rated Design Study, October 18, 2022)	\$405,319
Less: Marshall Municipal Utilities funding	<u>(\$260,319)</u>
2025 Fire Protection Services funded by the City of Marshall	\$145,000

**Marshall Municipal Utilities - Water
Allocation of Fire Protection Costs**

Exhibit 3-D

Line No.	Item	Current Cost of Service Amounts	Allocation Percentage	Current Allocated Amount
	(1)	(2)	(3)	(4)
1	Annual Expense Allocation to Fire Protection:			
2	Production:			
3	Operation:			
4	Salary - Operating Supervision	39,243	10%	3,924
5	Salary - Water Station Labor	290,448	2%	5,809
6	Station Supplies & Expense	16,207	5%	810
7	Power for Pumping	319,725	2%	6,395
8	Maintenance:			-
9	Water Station Maintenance	137,813	2%	2,756
10	Salary - Water Station Maintenance Labor	75,130	2%	1,503
11	Salary - Maintenance of Wells	21,879	2%	438
12	Salary - Aquifer Monitoring	15,281	2%	306
13	Maintenance of Wells	16,538	2%	331
14	Insurance	29,056	2%	581
15	Employee Welfare	144,009	2%	2,880
16	Distribution:			
17	Salary - Maintenance Supervision	-	25%	-
18	Salary - Maintenance of Hydrants	37,391	25%	9,348
19	Salary - Water Distribution Maintenance	237,082	25%	59,271
20	Maintenance of Distribution Mains	126,788	25%	31,697
21	Maintenance of Hydrants	16,538	100%	16,538
22	Maintenance of Towers & Tanks	299,000	25%	74,750
23	Equipment & Repair Expense	25,468	5%	1,273
24	Insurance	50,820	25%	12,705
25	Employee Welfare	119,930	25%	29,983
26	Customer Service & Information:			
27	Salary: Office/Customer Records & Collections	104,070	10%	10,407
28	Administrative & General:			
29	Salary: Administration	150,723	10%	15,072
30	Insurance	6,020	10%	602
31	Employees' Welfare	89,021	10%	8,902
32	Total Annual Expense	2,368,180		296,280
33	Annual Capital Cost Allocable to Fire Protection:			
34	Transmission & Distribution Depreciation Expense:			
35	Wells	150,272	2%	3,005
36	Transmission Mains	201,493	10%	20,149
37	Distribution Mains	844,056	10%	84,406
38	Transportation Equipment	18,752	5%	938
39	Tools & Work Equipment	10,828	5%	541
40	Total Annual Capital Cost	1,225,401		109,039
41	Annual Fire Protection Costs			405,319
42	Present & Proposed Fire Protection Cost Recovery:			
43	City of Marshall			145,000
44	Private Parties			-
45	Total Proposed Rate Revenue			145,000
46	Proposed Rate Revenue Over (Under) Cost of Service:			(260,3

Item 11.

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

Agreement Title: Wastewater and Surface Water Management Billing and Collections		Agreement Number: 4A.1 Formerly 2A.1
Date of Adoption: December 6, 2004	Updated: September 20, 2010 Reaffirmed: September 16, 2024	Effective: January 1, 2011

Subject Matter:

Wastewater and the Surface Water Management (SWM) Utilities are operated and the rates are set by the City of Marshall. Marshall Municipal Utilities facilitates the billing and collection of these fees for the City.

Scope of Activity:

Merging Utility Bills: MMU’s monthly utility bill will default to include Wastewater and SWM billing when the customer is also a customer of MMU. An MMU customer is defined as someone being billed for any utility services provided by MMU. For SWM customers not purchasing electric, water, wastewater services or other MMU utility services, a monthly SWM utility bill will be generated.

Billing - On the 1st working day of each month, MMU shall bill the prior months Wastewater and Surface Water Management (SWM) fee as it does the electric and water.

Collections – The Wastewater and SWM fee will be due and payable on the same terms as the electric and water utility bills (the 21st day of each month).

Payment Distribution - Payment will be applied proportionately to electric, water, wastewater and surface water management charges.

Penalty - If payment is not received by the due date, a penalty of 5% shall be incurred on the current billing period. This is consistent with MMU’s current policy for other services billed. Any revenue collected in the application of a penalty, is retained by MMU to offset the cost to effect collection of the late payment.

Collection Remedies -

- If payment is not received by the 21st, a past due notice shall be mailed by first class presort mail to the party responsible for the bill.
- If payment is not received by the end of the last business day of the month, a notice of past due utility bill will be mailed to the customer. Electricity may be disconnected on the date as stated on notice of past due utility.
- For SWM customers who receive only a SWM bill for their parcel, any unpaid SWM fees as of September 30th each year will be deemed uncollectible and forwarded to the City of Marshall for collection under the collection remedy the City chooses to utilize.

Deposit - A customer deposit is required if a customer previously had unpaid balances with MMU for electric, water, wastewater or surface water that were turned over to our collection agency; the unpaid balance and a deposit of \$100.00 will need to be paid in full before services may begin. A customer deposit of \$100.00 will also be required each time a customer is shut off for non-payment, including limiters that are placed on the electric meters. A business will be charged twice the amount of an average monthly billing or \$100.00; whichever is greater. The customer is required to pay in full the outstanding bill, the deposit, and all other costs incurred, before MMU will reconnect service.

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

Non-Sufficient Funds - Collection fees on all non sufficient fund payments shall follow MMU’s policy.

Change of Accounts -

- MMU shall have the authority to make appropriate changes to existing Wastewater and SWM accounts as requested by property owner. Property owner shall complete the application form.
- The City of Marshall shall be responsible to notify MMU of new additions to the City and or splits/combinations of existing parcels and any other changes to any parcel, including ownership changes for purposes of SWM billing.

Payment Arrangements -

- MMU shall work with Wastewater and SWM customers on all special payment arrangements as needed and available as with electric and water utility services.
- MMU shall offer multiple payment methods for Wastewater and SWM as with other utility services.
- If requested, all services, including Wastewater and SWM, will be calculated into a monthly budget billing.

Funding of Activity:

MMU Payment of Wastewater and SWM funds to the City - Marshall Municipal Utilities will remit customer payments collected for Wastewater and SWM on a monthly basis. In the event there is a billing correction resulting in an overpayment/ underpayment or an amount written off, the adjustment will be reflected and so noted in the monthly payment information to the City.

Fees for Service: MMU will invoice and the City of Marshall will pay for MMU to bill and collect Wastewater and SWM service fees on a monthly basis pursuant to this agreement. The amount of the invoice will be based upon 50% of the fully allocated cost (attachment A&B). It is anticipated this amount will change on an annual basis to reflect actual costs incurred by MMU; however, the allocation factors will remain fixed unless both parties mutually agree to a change.

Marshall Municipal Utilities Commission

City of Marshall

Chairperson of the Commission

Mayor

Secretary of the Commission

City Clerk

Date: _____

Date: _____

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

ATTACHMENT A

Wastewater Billing and Collections Services for City of Marshall Marshall, Minnesota

Allocation of billing/collection costs: 50% Electric, 20% Water, 20% Wastewater, 10% Surface Water

The following costs are based on 2023 actual expenses:

Staff Position	Staff Position Time spent on Billing & Collecting			WASTEWATER Percentage	Salary & Benefits
	Percentage	Annual Hours	Monthly Hours		
Customer Service Accounts Receivable	90%	1,872	156	20%	\$ 15,436
Customer Service Billing Clerk	90%	1,872	156	20%	\$ 17,899
Customer Service Supervisor	75%	1,560	130	20%	\$ 16,160
Customer Service Manager	50%	1,040	87	20%	\$ 16,419
Database Integration Specialist	50%	1,040	87	20%	\$ 12,674
Energy Services Coordinator	18%	374	31	20%	\$ 4,564
Water Foreman	10%	208	17	20%	\$ 2,968
Finance Manager	5%	104	9	20%	\$ 1,642
TOTAL					\$ 87,763

Billing/Collection Product Costs	Annual Amount	WASTEWATER Percentage	Allocated Cost
Fees: (Software, Licensing, Maintenance)	\$ 92,569	20%	\$ 18,514

Meter Reading, Maintenance, and Capitalization	Annual Amount	50/50 Split with Water	Allocated Cost
Water Meter Reader Salary (per acct #02-5-590-1-90200~2023)	\$ 979	50%	\$ 490
Water Meter Salary Maintenance (per acct #02-5-300-1-59700~2023)	\$ 459	50%	\$ 230
Water Meter Maintenance (per acct #02-5-300-2-59700~2023)	\$ 1,474	50%	\$ 737
Annual Depreciation of 2019 Water Meter Change-out	\$ 112,712	50%	\$ 56,356
TOTAL			\$ 57,812

General Office Expenses	Annual Amount	Split with Water and Surface Water	Allocated Cost
General Office Expenses - Water	\$ 57,493	40%	\$ 22,997

TOTAL WASTEWATER PORTION COSTS: \$ 187,086

2025 WASTEWATER FEE FOR BILLING & COLLECTIONS 50% of fully allocated costs \$ 93,544

Value of monthly billing and collections of Wastewater Services provided to City of Marshall

**CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES
AGREEMENT**

ATTACHMENT B

**Surface Water Management Billing and Collections Services for
City of Marshall
Marshall, Minnesota**

Allocation of billing/collection costs: 50% Electric, 20% Water, 20% Wastewater, 10% Surface Water

The following costs are based on 2023 actual expenses:

Staff Position	Staff Position Time spent on Billing & Collecting			Surface Water Percentage	Salary & Benefits
	Percentage	Annual Hours	Monthly Hours		
Customer Service Accounts Receivable	90%	1,872	156	10%	\$ 7,718
Customer Service Billing Clerk	90%	1,872	156	10%	\$ 8,950
Customer Service Supervisor	75%	1,560	130	10%	\$ 8,080
Customer Service Manager	50%	1,040	87	10%	\$ 8,210
Database Integration Specialist	50%	1,040	87	10%	\$ 6,337
Finance Manager	5%	104	9	10%	\$ 821
TOTAL					\$ 40,115

Billing/Collection Product Costs	Annual Amount	Surface Water Percentage	Allocated Cost
Fees: (Software, Licensing, Maintenance)	\$ 92,569	10%	\$ 9,257

General Office Expenses	Annual Amount	Split with Water and Surface Water	Allocated Cost
General Office Expenses - Water	\$ 57,493	10%	\$ 5,749

TOTAL SURFACE WATER PORTION COSTS: \$ 55,121

2025 SURFACE WATER FEE FOR BILLING & COLLECTIONS *50% of fully allocated costs* **\$ 27,561**

Value of monthly billing and collections of Surface Water Management Services provided to City of Marshall

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

Agreement Title: Professional Engineering Services		Agreement Number: 5A.1.2
Date of Adoption: January 3, 2006	Updated: September 28, 2023 Reaffirmed: September 16, 2024	Effective: January 1, 2024

Subject Matter:

Marshall Municipal Utilities (MMU) requests to utilize the Professional Engineering Services of the City of Marshall for the design, inspection, and contract administration for various watermain and water service projects within the City of Marshall. The City of Marshall currently provides a portion of these services presently for various special assessment projects. Therefore, the City of Marshall and Marshall Municipal Utilities agree to enter into this Agreement.

Scope of Activity:

The purpose of the Agreement is to define the responsibilities of the City as to certain Professional Engineering Services for MMU and to define compensation from Marshall Municipal Utilities to the City of Marshall for said services.

The responsibilities and compensation are included in Attachment A of this Agreement and are attached hereto.

Marshall Municipal Utilities Commission

City of Marshall

Chairperson of the Commission

Mayor

Secretary of the Commission

City Clerk

Date: _____

Date: _____

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

ATTACHMENT A

Scope of Work for Professional Engineering Services for Marshall Municipal Utilities Marshall, Minnesota

I. Services to be Provided By the City of Marshall:

Marshall Municipal Utilities (MMU) desires to utilize the Professional Engineering Services of the City of Marshall (City) for watermain project development including Preliminary Planning and Conceptual Design, Design, Construction Inspection, and Post Construction, as outlined herein. The City and MMU will begin each project by completing a Project Authorization form that demonstrates the project has secured necessary commitment from the elected and/or appointed local officials. The Project Authorization form can be signed by the City's and MMU's management staff. Any engineering work accomplished under this agreement prior to the Project Authorization Form being completed requires the approval of MMU's General Manager or Water Operations Manager. It is recognized this will occur from time to time when there are joint development aspects to a project.

A. Preliminary Planning and Conceptual Design Services –

1. Basic Services

- a. Meet with MMU on a regular basis to determine the project needs for upcoming new and replacement watermain project.
- b. Provide a conceptual design or project layout for proposed projects.
- c. Revise the concept as necessary for MMU to confirm the scope of work and implementation schedule.
- d. Provide budgetary preliminary cost estimates of the concept project.

B. Design Services –

1. Basic Services

- a. Prepare plans and specifications, contract documents, and detailed estimates for the Construction projects and submit them to MMU and necessary permitting agencies for approval. Make necessary changes to the plans as required.
- b. Reproduce final plans and specifications for bidding purposes.
- c. Assist in reviewing bids, tabulation and analyses of bid results, and forward the results to MMU for their approval.

C. Construction Services –

1. Basic Services

- a. Assist MMU in execution of the Construction Documents.
- b. Conduct the pre-construction conference.
- c. Provide construction controls and verification surveys.
- d. Consult with and advise MMU during construction and act as MMU's representative as provided in the Contract Documents.
- e. Interpret plans and specifications during construction.
- f. Review required submittals to determine compliance with Contract Documents.

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

- g. Construction observation and documentation including digital photography to ensure compliance with the Contract Documents and for providing an adequate construction record or “as-built” record.
- h. Review performance and laboratory test data for compliance with project specifications.
- i. Review required payroll and advise contractors of deficiencies, if any.
- j. Review and make recommendations on requests for partial payments and change orders.
- k. Conduct final inspection and recommend final acceptance and payment.

D. Post Construction Services –

- 1. Prepare project record drawings (as built)
- 2. Provide any warranty inspections required.

II. Additional Services:

The following items are not included in the basic services under this Agreement:

- 1. Registered land surveying or right-of-way services, legal descriptions, and related services.
- 2. Environmental Impact Statements.
- 3. Construction Materials Testing.
- 4. Soil Borings and geotechnical recommendations.
- 5. Structural analysis.
- 6. Transmission (trunk line) design/sizing water treatment, or water storage projects.
- 7. Any legal, bonding or administrative costs

III. Period of Services:

This Agreement commences January 1, 2011 and will renew for subsequent five-year terms unless terminated by either party. Either party may terminate this contract by giving notice of intention to terminate to the other party. Notice to be provided as follows: City of Marshall; Attention City Administrator, 344 West Main Street, Marshall, MN 56258. MMU; Attention General Manager, 113 South 4th Street, Marshall, MN 56258. Said notice shall be by Certified Mail, return receipt requested to the address as listed above. Termination and subsequent cancellation of this contract shall be effective 12 months after the date said notice is received by the other party.

IV. Compensation:

The Basic Services in this agreement will be provided to MMU by the City of Marshall for a base annual fee of \$75,000.

This base fee is based upon current projected MMU needs and is estimated on a minimum amount of \$468,750 of water distribution construction work annually. For purposes of this calculation, it will not matter if the work has been designed with the City Engineer’s services or if the City Engineer utilizes the services of a 3rd party for purposes of designing the water distribution work.

If the construction cost of watermain and associated items in any calendar year exceeds \$468,750, MMU will be billed the at the rate of 16% for projects that require full engineering services as outlined above. For projects that are mutually agreed upon to need more or less than full engineering services due to their size or complexity, the City Engineer and MMU General Manager may agree to a greater or lesser percentage.

Additional services will be provided by separate agreement and billed separately.

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

V. Miscellaneous Provisions:

1. Modification. This Agreement may be modified by the parties only by written supplemental Agreement.
2. Binding Effect. The terms and conditions as set forth herein are binding upon the parties hereto, their legal representatives, successors and assigns.
3. Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to the subject matter of this Agreement. There are no other understandings or agreements.
4. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement.

City of Marshall & Marshall Municipal Utilities Water Project Authorization/Request Form

In accordance with the Professional Engineering Service Agreement between the City of Marshall (City) and Marshall Municipal Utilities (MMU), it is envisioned that water projects will be initiated for various reasons. The Project Authorization form is intended to serve as a document for the parties which will, to the extent possible, indicate the project scope authorized hereunder.

Project Title: _____

Project Description:

Is the project part of a larger joint project? Yes or No (circle one). If yes, who is (are) the other project participant(s)? _____ (list)

What is the non-water distribution portion of the joint project?

Phase 1: Preliminary Planning and Conceptual Design

Authorization for Water Distribution Engineering:

For MMU:

Name	Title	Date
------	-------	------

If a joint project with MMU is anticipated for water distribution, then City authorization to proceed with preliminary planning and conceptual design activities for non-water distribution joint work is requested.

Authorization to proceed with preliminary planning and conceptual design for the non-water distribution joint work:

For the City:

Name	Title	Date
------	-------	------

(over)

Phase 2: Design Services

If the project moves into the design phase, both parties stipulate they will continue to proceed as envisioned in the Professional Engineering Agreement and as outlined. Following design, the City Engineer will provide a final *estimate* showing the cost breakdown and item of work by each utility prior to bidding the work. Final *estimate* will be attached to this form by the City Engineer for consideration by MMU.

Following the bidding and award of contract, a *final cost breakdown* will be prepared by the City Engineer which shall be agreed upon by both parties and amended, if necessary, following project completion.

My signature attests that all public processes required by the City and/or MMU have been accomplished and that authorization has been granted by the City Council and/or the Utility Commission to complete the final design and seek bids for this public improvement.

For the City:

Name	Title	Date

For MMU:

Name	Title	Date

Phase 3: Construction Services:

If the project moves from design to construction, both parties stipulate they will continue to proceed as envisioned in the Professional Engineering Agreement and as outlined. Both parties stipulate that funding for their respective items of work under the joint project have been approved and will be available for their portion of joint work in a timely manner. Abstract of bids and cost breakdown for the project shall be attached to this document, when available.

My signature attests that all public processes required by the City and /or MMU have been accomplished and that authorization has been granted by the City Council and/ or the MMU Commission to construct the public improvement.

For the City:

Name	Title	Date

For MMU:

Name	Title	Date

(over)

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

Agreement Title: Joint Industrial Land Development		Agreement Number: 6A.5.1
Date of Adoption: November 24, 2020 – City of Marshall December 15, 2020 - MMU	Updated: September 28, 2023 Reaffirmed: September 16, 2024	Effective: January 1, 2025

Subject matter:

The purpose of this agreement is to establish the understanding and conditions agreed upon to terminate the “Joint Industrial Land Development” agreement originally adopted July 18, 2007 between City of Marshall and Marshall Municipal Utilities (MMU).

Whereas, the Joint Industrial Land Development agreement between the parties originally dated July 18, 2007 and affirmed annually each year since, has resulted in the City of Marshall acquiring and developing Industrial Land with all necessary infrastructure. The two subdivisions developed by the City of Marshall are more commonly referred to as Sonstegard Addition and Commerce Park. The agreement has served the intended purpose and the parties have terminated the agreement as of January 1, 2021, and

Whereas, the Industrial zoned land in Commerce Park is now “shovel-ready” and the City of Marshall/HRA assisted by its Economic Development Authority (EDA) desire to sell the land in strategic parcels for purposes of creating jobs. In the capitalization of the construction of Commerce Park, the City of Marshall secured a BDPI grant in the amount of \$2,000,000. These funds along with \$3,022,750 from MMU and \$3,022,750 from the City of Marshall enabling the work to be accomplished, and

Whereas, during the design and execution of the multiyear project, the City and MMU agreed to accomplish the task of stormwater retention on the adjoining land now known as the Merit Center Driving Track, and while the City was considering this site for said purpose, they asked MMU if it would be in agreement to accomplish the stormwater retention on the Merit Center land rather than the Commerce Park land. The parties agreed doing so would retain the maximum amount of improved “shovel ready” Industrial land and MMU stipulated they would support the idea in return for lot 2, block 7 in Commerce Park, to be used by MMU for future municipal utilities facilities such as a solar installation or a water treatment plant or both over time. A 50-year \$1.00 option was entered into by the parties and said option was recorded. As the parties work to affect the transfer of ownership of lot 2, block 7, both MMU and the city have discovered that Minnesota Management and Budget office (MMB) has raised questions as to the compliance with state statutes that are associated with the \$2 million dollar grant awarded to the city to develop Commerce Park. Under current statute, MMU and the city would be in violation of State law if it were to proceed with the original agreement to purchase lot 2 block 7, and

Whereas, the city and MMU agree that Lot 2 Block 7 should be owned by MMU and will work together to ask for changes in current state statutes that will allow greater flexibility for economic development opportunities. Should the city and MMU succeed in creating greater control over the use of Commerce Park development, MMU asks that Lot 2 Block 7 be sold to MMU for \$1.00 as originally intended in the first Joint Industrial Land Development agreement dated July 18th, 2008. If the city and MMU cannot secure the changes needed to sell Lot 2 Block 7 to MMU for \$1.00, MMU reserves the right to purchase Lot 2 Block 7 at the appraised value.

Now Therefore Be It Resolved, The City of Marshall as developer and owner of the remaining unsold developed land within the Sonstegard and Commerce Park 2 Subdivisions will:

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

1. Assume all liability for future initial infrastructure costs, including water mains that may be incurred in future phases of work in support of the Sonstegard and Commerce Park lands including any costs expended on the Merit Center Driving Track land related to stormwater improvements.
2. Repay the State of Minnesota all or a portion of the BDPI grant funds received if in the City of Marshall's opinion, it becomes necessary to remove State of Minnesota imposed restrictions on how the land is marketed and sold. Pursuant to MN State Statute, 116J.431, Greater Minnesota Business Development Infrastructure Grant Program, Subd.3a, on October 2, 2027, this land will not be restricted to the uses as prescribed in said statute.
3. Provide MMU lot 2, block 7 in Commerce Park 2, free and clear of any State or Local encumbrances.

Marshall Municipal Utilities, agrees herein:

1. To partner with the city and help promote economic development. MMU will make available to the City of Marshall \$1,000,000 held in reserve from the original Joint Land Industrial agreement established in July of 2007. This money will be used by the City of Marshall in leveraging grant money for a future Economic Development Authority (EDA) project agreed upon by both the city and MMU. After the city is finished leveraging this money to promote the project, the \$1 million dollars will be applied to any MMU utility infrastructure extension costs associated with the EDA project.
2. To transfer funds to the City of Marshall through the annual Pilot payment for support of the work of the Marshall EDA within the city limits of Marshall MN. The annual amount of said funds would be the result of multiplying the 10-year average energy sales (excluding GS-4 sales) by \$.0006 and GS-4 sales by \$.0001 which would yield \$173,941 in the current calculation. The amount will vary slightly year to year.
3. To pay \$1.00 or the appraised value for lot 2, block 7 Commerce Park. The dollar amount will be determined by the results of the city's and MMU's efforts in making state statutes more flexible in support of economic development efforts by cities and counties.

Marshall Municipal Utilities Commission

City of Marshall

Chairperson of the Commission

Mayor

Secretary of the Commission

City Clerk

Date: _____

Date: _____

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

Agreement Title: Marshall Municipal Utilities Capital Funding Plan		Agreement Number: 7A.1.14
Date of Adoption: November 19, 2008	Updated: September 16, 2024	Effective: January 1, 2025

Subject Matter:

Two local public entities, the City of Marshall and Marshall Municipal Utilities (MMU) have the ability to utilize tax exempt bonding for capital improvements. When these entities determine a need to issue bonds, their preference is to issue bonds within the federally established bank qualified (BQ) limit.

Scope of Activity:

On an annual basis, the City Administrator and the General Manager of MMU coordinate their organization’s respective capital funding needs.

The coordination of public improvements requires a joint planning effort between all local public bodies. In cooperation and with joint planning, the City of Marshall and Marshall Municipal Utilities agree to work together on the coordination of their respective capital improvements funded by municipal bonding.

Funding:

During the last quarter of the year, MMU will communicate the subsequent year’s utility bonding needs to the Marshall City Council through their City Administrator. Further, Marshall Municipal Utilities agrees to engage the same Financial Advisor and Bond Counsel to streamline the joint planning between bodies. MMU anticipates issuing additional Public Utility revenue bonds during 2025 for \$ 10.7 million. Because the new generation project will be 3 years in length, MMU will be asking to bond additional money in 2026 to finish the work.

Marshall Municipal Utilities Commission

City of Marshall

Chairperson of the Commission

Mayor

Secretary of the Commission

City Clerk

Date: _____

Date: _____

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

Agreement Title: Fiber Optic Utilization		Agreement Number: 8A.1.14
Date of Adoption: November 19, 2008	Updated: September 16, 2024	Effective: January 1, 2025

Subject Matter:

Marshall Municipal Utilities (MMU) owns and maintains a fiber optic network as part of its electric utility. Over the years, public entities in Marshall have participated in the planning and funding of the network and have connected their buildings to the network to provide fiber connectivity. This connectivity allows greater efficiency in the planning and utilization of public Information Technology (IT) resources. While MMU owns the network, its joint utilization serves to provide a secure and robust network or Wide Area Network (WAN) within Marshall. Participants include the Lyon County Government, Marshall Public Schools, the City of Marshall and MMU. This agreement acts to do the annual planning between the City of Marshall and MMU for any planned fiber WAN improvements or expansions.

Scope of Activity:

MMU’s involvement is carried out in part, pursuant to the Marshall City Charter chapter 13.01, Subd.1. In satisfaction of the provisions of the chapter, MMU herein requests, and the City of Marshall herein grants the authority and ability to own, operate, maintain, replace and enhance the fiber optic facilities. The MMU owned fiber optic facilities can use public rights of way, consistent with Chapter 13.04 Subd 5 of the City Charter.

Funding:

The City of Marshall will provide the capital to expand the fiber system if the expansion is solely for the purposes of serving a City of Marshall function and no joint use is contemplated. When there is a joint use, MMU will provide funding for the non-City portion of the project. MMU’s fixed term “Dark Fiber” agreements are also an available funding mechanism the City can utilize. Repair or maintenance work done on fiber used solely by the City will be done by MMU on a time and material basis.

Future Cost:

The City does not need any new fiber infrastructure in 2025.

Marshall Municipal Utilities Commission

City of Marshall

Chairperson of the Commission

Mayor

Secretary of the Commission

City Clerk

Date: _____

Date: _____

**CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES
AGREEMENT**

Agreement Title: GIS Coordination		Agreement Number: 11A.4
Date of Adoption: November 7, 2017	Updated: Reaffirmed: September 16, 2024	Effective: January 1, 2023

Subject Matter:

Geographic Information System (GIS) utilization has increasingly been deployed at Marshall Municipal Utilities (MMU) and the City of Marshall for purposes of accurately recording and preserving the record of where the public assets are located. This work is very important for accurate system planning as well as transferring knowledge as one generation retires and another takes its place. MMU has developed robust capabilities in using a software platform named ESRI and the City of Marshall wishes to migrate their current GIS data to the same platform.

Scope of Activity:

MMU herein offers to support the City of Marshall in deploying the ESRI software for the management of various facility records now maintained by the City such as signage, wastewater, and surface water management. The use of ESRI will enhance the accuracy and functionality of data dealing with location points. MMU will provide the following services:

- A. Human resources to build and maintain the desired data and records related to physical locations in a GIS format.
- B. Software, licenses, and support and hardware located within the MMU/City Network suitable for accomplishing the work.

The City and MMU will provide map information when requested to a shared file for ease of access by staff.

The fee for MMU performing the work for the City will be tracked, and the incremental cost incurred by MMU will be billed to the City. MMU estimates the annual expenses to be approximately \$24,750 and actual recorded hours will be billed out to the City. This amount will be invoiced to the City on a semi-annual basis. On an annual basis, during the Joint Partnership Meeting, the costs will be reviewed and agreed upon for the succeeding year.

Marshall Municipal Utilities Commission

City of Marshall

Chairperson of the Commission

Mayor

Secretary of the Commission

City Clerk

Date: _____

Date: _____

**Marshall Municipal Utilities
City of Marshall
2025 Shared GIS Budget**

Shared GIS Budget 2025 - Software					
			MMU	City	
Area	Product / Purpose	Cost			User
ArcGIS	ESRI Enterprise Licensing	\$ 27,500	\$ 13,750	\$ 13,750.00	City (50%), MMU (50%)
	TOTAL	\$ 27,500	\$ 13,750	\$ 13,750	

Shared GIS Budget 2025 - MMU Estimated Staff Time *					
		Annual			
Area	Product / Purpose	Hours	Rate	City	User
GIS	Estimated MMU Staff Hours for:	200.00	\$ 55.00	\$ 11,000	City, MMU
	- GPS Fieldwork Collection				
	- Fieldwork Conversion to GIS				
	- GIS Database Creation				
	- GIS Database Maintenance				
	- Web and Mobile Map Creation				
	- Web an Mobile Map Maintenance				
	TOTAL			\$ 11,000	
Total Cost of GIS Software & MMU Staff Time				\$ 24,750	

* Actual hours are billed on a semi-annual basis to the City of Marshall.

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

Agreement Title: Radio Frequency (RF) Coordination		Agreement Number: 12A.5
Date of Adoption: November 18, 2019	Updated: September 28, 2023 Reaffirmed: September 16, 2024	Effective: January 1, 2024

Subject Matter:

This agreement details the uses of Federal Communication Commission (FCC) regulated Radio Frequency or RF signals used in the transmission and reception of communication for voice and non-voice use in the regular operations of work activity of the employees of the City of Marshall and the Marshall Municipal Utilities (MMU). Generally, RF used by law enforcement is not part of this agreement. FCC also licenses private telecommunication providers who place their equipment for wireless communication on public facilities such as water towers and street light poles which in Marshall are owned by MMU.

The systems and FCC licensees needed to serve this public purpose can be enhanced through good coordination between City and MMU for their use.

Scope of Activity:

1. Two-way radio communication:

The FCC license for frequency 158.805 MHz is issued to the City of Marshall and is used by both the MMU employees and the City Public Works employees in the discharge of their duties. Said license renewal has been handled by MMU in the past but is issued to the City of Marshall. Due date for License Renewal 2025.

2. GPS base station transmitter:

The City owns a GPS transmitter placed on the City owned High-rise apartment at 202 N. 1st St. The FCC license for said transmitter operated at 453.2375 Mhz. As the equipment is owned by the City any FCC licensure activity should be handled by the City. Current FCC License expires November 8, 2025. Public and private users of GPS technology use this base station for documenting and locating geospatial information.

3. Private wireless telecommunication providers.

Cell phone service in and around Marshall is provided by the private sector. Agreements between these companies and MMU allow for their equipment to be located upon the MMU owned water towers on Bruce St. and Oak St.

Beginning in 2019, Verizon Wireless started to plan and build “small-cell” equipment on street light poles owned by MMU. Verizon’s vision is to one day in the future, use this equipment as a key part of their 5G build-out. They say 5G will support the triple-play of voice-data-entertainment. The current equipment is not 5G. To facilitate the placement of the small cell equipment, MMU has entered into agreements to allow for the orderly placement and operation of said privately owned equipment.

**CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES
AGREEMENT**

Any revenue received by MMU for use of the Street Light poles will be shared with the City of Marshall. MMU will receive said lease payments and will remit to the City the net revenue after paying for the expenses incurred to lease said street light poles to the companies. The current estimate of net revenue is \$1,000 per pole per year but is expected to change over time. Currently, seven (7) poles are under lease to Verizon Wireless.

2024 Costs:

No costs are expected related to this RF agreement in 2024.

Marshall Municipal Utilities Commission

City of Marshall

Chairperson of the Commission

Mayor

Secretary of the Commission

City Clerk

Date: _____

Date: _____

CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

Agreement Title: Water Main Development Agreement		Agreement Number: 13A.1
Date of Adoption: November 2022	Updated: Reaffirmed: September 16, 2024	Effective: January 1, 2023

Subject Matter: Marshall Municipal Utilities (MMU) will work in partnership with the Marshall City Government to encourage economic development and stability by establishing water infrastructure development guidelines. A Water Main Development Agreement shall be established that will streamline and promote the investment of water infrastructure and help provide a clear path for any Developer wanting to invest and expand in the City of Marshall.

Scope of Activity:

- **Design:**
MMU will work with the City Engineer’s Office to review and provide minimum water infrastructure requirements to any developer wanting to extend water utilities inside the city of Marshall. Once minimum water infrastructure requirements are established, MMU will then apply their future water infrastructure plans to the project. If it is determined by MMU that there needs to be changes in the size of the water main or accompanied equipment, MMU will coordinate with the developer and pay all purchase and installations costs associated with those changes.
- **Placement:**
The Developer will be responsible to install all minimum water infrastructure requirements for the building project. If any changes are required from MMU the Developer, in accordance with the Development Agreement, will coordinate with MMU and build to MMU specifications.
- **Ownership:**
All new water infrastructure installations will be owned and maintained by MMU.
- **Decision Making Process:**
The responsibility for making decisions regarding installation, repairs, replacement, inventory, and timing of the same rests with MMU’s Water Operation’s Manager. If needed, MMU’s Water Operation’s Manager will solicit input from the City Engineer’s Office using prior practices as a template.
- **Funding:**
Costs associated in building to minimum water infrastructure standards will be borne by the developer. Any additional costs will be determined and borne by MMU.

When there may be grant money available for the extension of water mains and associated hardware, the City of Marshall shall provide the grant writing assistance to attempt to secure said grant funding.

Marshall Municipal Utilities Commission

City of Marshall

Chairperson of the Commission

Mayor

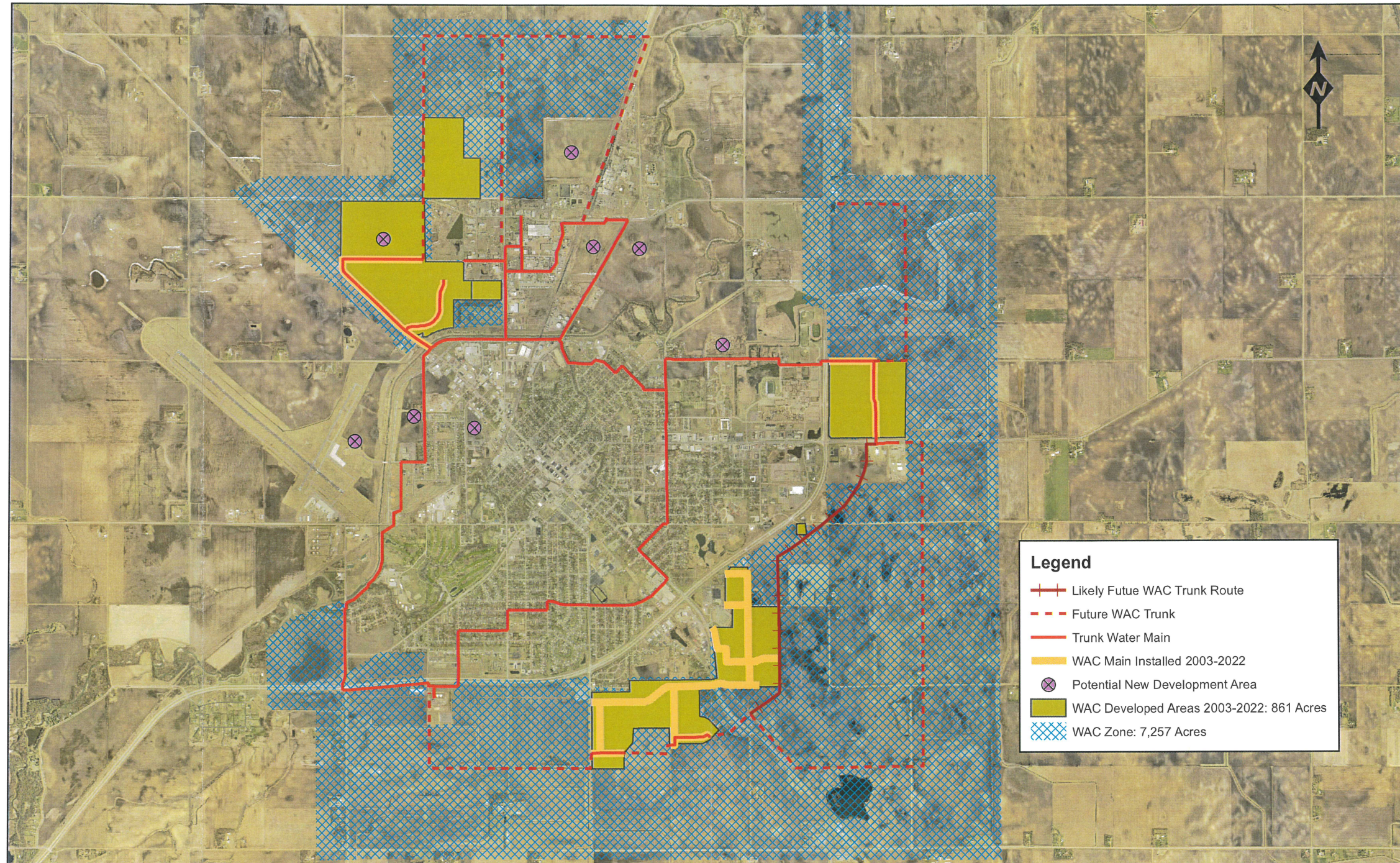
Secretary of the Commission

City Clerk

Date: _____

Date: _____

Marshall Water Area Charge Zones



**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Sheila Dubs
Meeting Date:	Tuesday, October 22, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider the 2025 Health, Dental, and Vision Insurance Renewals
Background Information:	<p>At the October 8, 2024 Council work session, the city’s broker, Bill Chukuske with National Insurance Services (NIS), presented the 2025 renewal information for health, dental, and vision insurances. A review of the claims data, the renewal proposals, a review of health and dental comparable city information, and recommendations were presented at the work session.</p> <p>Health Insurance Renewal: For 2025, BCBS of MN has offered the city a renewal with a 15% increase for the current plan. Our Broker and Staff recommend the Council reject that offer. BCBS submitted an alternative proposal that was reviewed at the worksession. Our Broker and Staff recommend the Council accept the alternative BCBS proposal, with the City and Employees sharing equally in the 10% health insurance premium increase.</p> <p>Dental Insurance renewal: In 2024, the Council approved a contract with Beam Dental that included a 2nd year rate guarantee, resulting in no premium increase. Our Broker and Staff are recommending the Council approve the 2025 renewal with Beam Dental.</p> <p>Vision insurance renewal: This is a voluntary benefit. The Employee Insurance Advisory Committee reviewed alternate plan options and is recommending the Council approve renewal with EyeMed, which provides a rate guarantee for 48 months.</p> <p>The Employee Insurance Advisory Committee met on 10/04/2024 and is supportive of the staff recommendations.</p> <p>An employee benefits fair is planned for October 30 and Open Enrollment is planned for November 1-15.</p>
Fiscal Impact:	Estimated total employer increase across all funds is \$138,052.80.
Alternative/ Variations:	
Recommendations:	To accept the BCBS alternative plan, and renewals with Beam dental and EyeMed, with the cost-share proposal as presented.

2025 Health and Dental Insurance Renewals

	HEALTH INSURANCE						DENTAL INSURANCE				COMBINED HEALTH AND DENTAL				
	Current 2024 BCBS		NOT Recommended Renewal 15% 2025 BCBS		RECOMMENDED 10% Increase 2025 BCBS Direct		Current 2024 Beam Dental		Recommended No rate increase 2025 Beam Dental		Current Health and Dental Contribution		Recommended Health and Dental Contribution		Recommended Vision Renewal 2025 EyeMed
	\$2,000/\$4000 Deductible		\$2,000/\$4000 Deductible		\$2800/ \$5600 Deductible										no rate increase 48 month rate guarantee
	\$3,000/\$6,000 Max OOP		\$3,000/\$6,000 Max OOP		\$2800/5600 Max OOP										
	Non-Embedded HSA/VEBA		Non-Embedded HSA/VEBA		Non-embedded HSA/VEBA										
	Single	Family	Single	Family	Single	Family	Single	Family	Single	Family	Single	Family	Single	Family	Employee Premium
Monthly Premium	\$ 736.14	\$ 1,948.23	\$ 846.56	\$ 2,240.47	\$ 810.18	\$ 2,144.17	\$ 31.72	\$ 110.31	\$ 31.72	\$ 110.31	\$ 767.86	\$ 2,058.54	\$ 841.90	\$ 2,254.48	
Employer Contribution	\$ 633.08	\$ 1,636.51	\$ 728.04	\$ 1,881.99	\$ 696.75	\$ 1,801.10	\$ 25.38	\$ 88.25	\$ 25.38	\$ 88.25	\$ 658.46	\$ 1,724.76	\$ 722.13	\$ 1,889.35	Employee only \$ 7.24
Employee Contribution	\$ 103.06	\$ 311.72	\$ 118.52	\$ 358.48	\$ 113.43	\$ 343.07	\$ 6.34	\$ 22.06	\$ 6.34	\$ 22.06	\$ 109.40	\$ 333.78	\$ 119.77	\$ 365.13	Employee+1 \$ 13.76
ER Annual Premium	\$ 7,596.96	\$ 19,638.12	\$ 8,736.48	\$ 22,583.88	\$ 8,361.00	\$ 21,613.20	\$ 304.56	\$ 1,059.00	\$ 304.56	\$ 1,059.00	\$ 7,901.52	\$ 20,697.12	\$ 8,665.56	\$ 22,672.20	Family \$ 20.20
EE Annual Premium	\$ 1,236.72	\$ 3,740.64	\$ 1,422.24	\$ 4,301.76	\$ 1,361.16	\$ 4,116.84	\$ 76.08	\$ 264.72	\$ 76.08	\$ 264.72	\$ 1,312.80	\$ 4,005.36	\$ 1,437.24	\$ 4,381.56	
ER HSA/VEBA contribution	\$ 1,500.00	\$ 2,000.00	\$ 1,500.00	\$ 2,000.00	\$ 1,500.00	\$ 2,000.00					\$ 1,500.00	\$ 2,000.00	\$ 1,500.00	\$ 2,000.00	
Total Annual ER contribution	\$ 9,096.96	\$ 21,638.12	\$ 10,236.48	\$ 24,583.88	\$ 9,861.00	\$ 23,613.20	\$ 304.56	\$ 1,059.00	\$ 304.56	\$ 1,059.00	\$ 9,401.52	\$ 22,697.12	\$ 10,165.56	\$ 24,672.20	
Proposed annual increase to Employer in 2025:			\$ 1,139.52	\$ 2,945.76	\$ 764.04	\$ 1,975.08			\$ -	\$ -					
Proposed annual increase to Employee in 2025:			\$ 185.52	\$ 561.12	\$ 124.44	\$ 376.20			\$ -	\$ -					
# of contracts (as of 09/30/2024)			23	61	23	61	17	70	17	70					
Estimated 2025 Employer increase based on current contracts:			\$ 26,208.96	\$ 179,691.21	\$ 17,572.92	\$ 120,479.88	\$ 5,177.52	\$ 74,130.00	\$ -	\$ -					
Total Est Employer Annual Cost:		\$ 1,529,155.40						\$ 79,307.52		\$ 79,307.52					
Total Est Employer increase for 2025:				\$ 205,900.17		\$ 138,052.80			No Increase	\$ -					

Total Est Annual Employer \$ Increase Across All Funds \$ 138,052.80

Total Employer % increase: Single 8.13% Family 8.70%
Total Employee % increase: 9.48% 9.39%

Presenter:	Ilya Gutman
Meeting Date:	Tuesday, October 22, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider the request of Matt Schnoor for a Conditional Use Permit for a duplex in an R-1 District
Background Information:	<p>This is a request to have a single ownership duplex in an R-1 One Family Residence District.</p> <p>This building was built in 1975 as a single-family residence. In 1986 the owner (different from the current one) applied for a Conditional Use permit for a duplex. However, the request was denied because the lot size was not meeting Ordinance requirements, the windows were not adequate for egress, and the lower unit's only access/exit was through the garage. Despite denial, it seems that the past owners kept using the building as a duplex.</p> <p>In order to bring this building into compliance for rental registration, an approval of the Conditional use permit is necessary. All windows were replaced in 2004 and 2013, and the Ordinance is currently being amended to reduce lots' minimum size for duplexes. Construction to separate the lower unit's exit from the garage has been discussed with the current owner and is included as a condition for approval.</p> <p>An aerial photo and a note from the owner are included for your information.</p> <p>The Planning Commission conducted a public hearing on October 9, 2024, and unanimously recommended approval.</p> <p>Please see attached Resolution for more detailed information.</p>
Fiscal Impact:	None Known
Alternative/Variations:	None
Recommendations:	To adopt Resolution 24-089 approving a conditional use permit at 906 Cheryl Avenue. The Planning Commission and staff recommend approving the request to grant a Conditional Use Permit for a single ownership duplex in an R-1 One Family Residence District with the following condition: Lower level exit is separated from the garage as required by the Building code and a building permit is obtained for this work.

Conditional Use Permit

906 Cheryl Avenue Marshall MN/Matt Schnoor Owner

For your consideration- Committee/Mr. Illya Gutman

I purchased this home right around 20 years ago. At the time of purchase it was used as a "duplex" and every indication from layout to the age of the fixtures/counters/cupboards at time of purchase would lead one to believe that this home was only ever used as a "duplex".

Improvements made to "duplex" since purchase-

2 egress windows added to basement, one in each bedroom.

200 Amp electrical service upgrade.

Utilities separated by unit, each unit has own electrical and water meters.

Driveway widened by one lane to support any "extra" vehicles to minimize on street parking.

Wall between garage and living spaces is sheet rocked.

Each unit has its own entrance.

Thank you for your time and consideration,
Matt Schnoor



9/24/24



Marshall Planning Commission
Report to City Council – Request for Conditional Use Permit
906 Cheryl Avenue, City of Marshall, Lyon County, Minnesota

WHEREAS, the office of the City of Marshall Zoning Administrator received an application for Conditional Use Permits dated August 6, 2024, for a two-family dwelling under single ownership related to property located at 906 Cheryl Avenue,

WHEREAS, the applicant for the Conditional Use Permits was the property owner Matt Schnoor,

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

WHEREAS, City staff representatives from the Community Planning Department reviewed the application for the Conditional Use Permit;

WHEREAS, Conditional Use Permits are granted only for those uses specifically listed as conditional uses for a particular zoning district;

WHEREAS, this property is zoned R-1 Low density residence district as defined in Ordinance Sec. 86-97 and two-family dwellings under single ownership is a conditional use in an R-1 Low density residence district;

WHEREAS, a public hearing was scheduled for October 9 , 2024, to consider the request for a Conditional Use Permit and notice of that hearing was published and was mailed pursuant to provisions of Ordinance Sec. 86-47 and further in compliance with Minnesota Statutes;

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

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

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

- (1) The lot in question is adjacent to the R-4 multiple family district in the back and an adjacent building is a duplex.
- (2) The property is located at the corner of Kathryn Avenue and Chery Avenue providing adequate access.
- (3) Since this use is existing, no additional traffic will be generated.
- (4) The standard R-1 landscaping requirements are applicable.
- (5) The standard R-1 outside storage provisions are applicable, which generally prohibit any outside storage.
- (6) The standard R-1 accessory buildings provisions are applicable, which limits the number of accessory buildings to two.
- (7) The building is about the same size as adjacent houses and is not excessive and compatible with other houses in the area.
- (8) The lot area is 8,400 SF which will meet the Ordinance requirements after the proposed change is adopted.
- (9) The house has an attached garage and a driveway wide enough for three cars, so it meets the Ordinance requirement of two spaces per dwelling unit.
- (10) The density of the area will stay within limits for low density residential area as defined in the City Comprehensive Plan (less than 6 units per acre).
- (11) Not applicable to Conditional Use Permits.
- (12) The lot is unremarkable and similar to adjacent lots.
- (13) Existing utility and public service facility are adequate for this use (each unit already has separate utilities).
- (14) Since this is a single ownership, the owner is required to take care of the building in the same manner as a single-family building.
- (15) The building and its use as a two family dwelling has been in place for decades, so approval of a CUP will not have negative effects on the neighborhood.

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

NOW THEREFORE, it is recommended by the Planning Commission to the Marshall City Council that the Conditional Use Permit for a duplex in an R-1 Low Density residence District be approved as recommended by staff with a condition that lower level exit is separated from the garage as required by the Building code and a building permit is obtained for this work . The motion offered by _____ and seconded by _____ , and declared carried on the following vote:

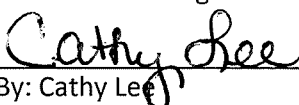
Ayes:

Nays:

Abstained:

Passed:

Marshall Planning Commission



By: Cathy Lee

Its: Chair

RESOLUTION NO. 24-089

**RESOLUTION APPROVING
CONDITIONAL USE PERMIT
WITHIN THE CITY OF MARSHALL, MINNESOTA**

WHEREAS, the office of the City of Marshall Zoning Administrator received an application for Conditional Use Permit dated August 6, 2024, for a two-family dwelling under single ownership related to property located at:

LOCATION: 906 Cheryl Avenue.

LEGAL DESCRIPTION: Lot 7, Block 1 of the Eatros Place 6th Addition

WHEREAS, the applicant for the Conditional Use Permit was the property owner Matt Schnoor,

WHEREAS, City staff representatives from the Community Planning Department reviewed the application for the Conditional Use Permit;

WHEREAS, Conditional Use Permits are granted only for those uses specifically listed as conditional uses for a particular zoning district;

WHEREAS, this property is zoned R-1 Low density residence District as defined in Ordinance Sec. 86-97 and two-family dwellings under single ownership are a conditional use in this district;

WHEREAS, a public hearing was scheduled for October 9, 2024, to consider the request for a Conditional Use Permit and notice of that hearing was published and was mailed pursuant to provisions of Ordinance Sec. 86-47 and further in compliance with Minnesota Statutes;

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

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

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

- (1) The lot in question is adjacent to the R-4 multiple family district in the back and an adjacent building is a duplex.
- (2) The property is located at the corner of Kathryn Avenue and Chery Avenue providing adequate access.
- (3) Since this use is existing, no additional traffic will be generated.
- (4) The standard R-1 landscaping requirements are applicable.
- (5) The standard R-1 outside storage provisions are applicable, which generally prohibit any outside storage.
- (6) The standard R-1 accessory buildings provisions are applicable, which limits the number of accessory buildings to two.
- (7) The building is about the same size as adjacent houses and is not excessive and compatible with other houses in the area.
- (8) The lot area is 8,400 SF which will meet the Ordinance requirements after the proposed change is adopted.
- (9) The house has an attached garage and a driveway wide enough for three cars, so it meets the Ordinance requirement of two spaces per dwelling unit.
- (10) The density of the area will stay within limits for low density residential area as defined in the City Comprehensive Plan (less than 6 units per acre).
- (11) Not applicable to Conditional Use Permits.
- (12) The lot is unremarkable and similar to adjacent lots.
- (13) Existing utility and public service facility are adequate for this use (each unit already has separate utilities).
- (14) Since this is a single ownership, the owner is required to take care of the building in the same manner as a single-family building.
- (15) The building and its use as a two family dwelling has been in place for decades, so approval of a CUP will not have negative effects on the neighborhood.

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

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

WHEREAS, Staff reiterated its findings to the Council at the October 22, 2024, Council meeting,

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Marshall that the City Council accepts and adopts the findings of the Planning Commission and the following findings:

1. Because of the nature of the proposed use and its location, the requested conditional use will not:
 - a. Unreasonably diminish or impair established property values within the neighborhood or in any way be contrary to the intent of this Code.
 - b. Violate any Ordinance provisions.
2. The conditional use will be in harmony with the general purpose and intent of the City Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
3. The proposal is consistent with existing and future land uses in the area.

FURTHER, BE IT RESOLVED, that the City Council of the City of Marshall hereby approves the requested Conditional Use Permit, subject to on-going compliance with all of the following conditions:

1. 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.
2. This Conditional Use Permit shall become effective upon filing a certified copy of the signed resolution of approval with the County Recorder pursuant to Minnesota State Statute 462.3595 to ensure the compliance of the herein-stated conditions.
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 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.

Mayor

ATTEST:

City Clerk

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 a duplex in an R-1 district. The legal description of the property is:

Lot 7 Block 1, Eatros Place 6th Addition
City of Marshall, State of Minnesota, County of Lyon
(906 Cheryl Avenue)

in accordance with and pursuant to the provisions of Chapter 86 of the City Code of the City of Marshall related to zoning; and has written findings that the establishment, maintenance or conducting of the use for which a Conditional Use 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 any such use or to the public welfare or injurious to property or improvements in the area adjacent to such use; and

WHEREAS, the City staff has designated certain conditions in the granting of such permit,

NOW THEREFORE, Be It Resolved by the Common Council of the City of Marshall, Minnesota, that a Conditional Use Permit be granted to Matthew Schnoor, of Marshall to have a duplex in an R-1 One-Family Residence District on the premises described herein subject to the following conditions:

1. 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.
2. This Conditional Use Permit shall become effective upon filing a certified copy of the signed resolution of approval with the County Recorder pursuant to Minnesota State Statute 462.3595 to ensure the compliance of the herein-stated conditions.
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 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.
5. The lower-level exit is separated from the garage as required by the Building Code and a building permit is obtained for this work.

ADOPTED October 22, 2024

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. 1178

Presenter:	Pamela Whitmore
Meeting Date:	Tuesday, October 22, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Ordinance Amending Chapter 22, Article VIII Licensing and Registration Requirements for the Sale of Intoxicating Cannabinoid Products
Background Information:	<p>The City of Marshall originally implemented an Emergency THC Moratorium to research and study the topic on July 12, 2022, at the on-set of new cannabis laws passed by the Minnesota Legislature. During the study and research process council had taken steps to loosen and refine the moratorium over the years. Actions included:</p> <ul style="list-style-type: none"> • Allowing the municipal liquor store to sell THC edibles • Manufacture of low-dose THC seltzers by a brewery or distillery • Giving the option of on-sale liquor license holders to allow on-site consumption of THC edibles on their licensed premises • Retail registration of THC edibles for off-site consumption <p>On August 27, 2024, a work session was held that provided updates on Adult Use Cannabis. During the work session direction was taken from council members regarding the number of retail licenses, odor control, and locations.</p> <p>The proposed ordinance lays the groundwork for city registration of licenses to be issued by the Office of Cannabis Management beginning January 1, 2025. The zoning component of the licensing and registration will come at a later date.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	To adopt Ordinance 24-020 amending Chapter 22, Article VIII Licensing and Registration Requirement for the Sale of Intoxicating Cannabinoid Products and authorize its summary publication.

**CITY OF MARSHALL
ORDINANCE 24-020**

**AN ORDINANCE AMENDING EXISTING REGISTRATION REQUIREMENTS
FOR THE SALE OF LOWER-LEVEL INTOXICATING CANNABINOID
PRODUCTS, ARTIFICIAL OR OTHERWISE, AND CREATING REGISTRATION
REQUIREMENT FOR THE SALE OF ADULT USE CANNABIS PRODUCTS**

The Common Council of the City of Marshall do ordain:

SECTION 1: **AMENDMENT** “Section 22-220 Definitions” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 22-220 Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adult-use Cannabis Concentrate means cannabis concentrate that is approved for sale by the Office of Cannabis Management or is substantially similar to a product approved by the Office. Adult-use cannabis concentrate does not include any artificially derived cannabinoid.

Adult-use Cannabis Flower means cannabis flower that is approved for sale by the Office or is substantially similar to a product approved by the Office. Adult-use cannabis concentrate does not include any artificially derived cannabinoid.

Adult-use Cannabis Product means a cannabis product that is approved for sale by the Office or is substantially similar to a product approved by the Office. Adult-use cannabis product includes edible cannabis products but does not include medical cannabinoid products or lower-potency hemp edibles. Adult use products include Adult-use Cannabis Concentrate, Adult-use Cannabis Flower, Adult-use Cannabis Product, Artificially Derived Cannabinoid, Cannabis Concentrate, Cannabis Flower.

Artificially Derived Cannabinoid means a cannabinoid extracted from a cannabis plant, cannabis flower, hemp plant, or hemp plant parts with a chemical makeup that is changed after extraction to create a different cannabinoid or other chemical compound by applying a catalyst other than heat or light. Artificially derived cannabinoid includes but is not limited to any tetrahydrocannabinol created from cannabidiol but does not include cannabis concentrate, cannabis products, hemp concentrate, lower-potency hemp edibles, or hemp-derived consumer products.

Cannabinoid means any of the chemical constituents of hemp plants or cannabis plants that

are naturally occurring, biologically active, and act on the cannabinoid receptors of the brain. Cannabinoid includes but is not limited to tetrahydrocannabinol and cannabidiol.

Cannabis Business means any of the following licensed under Minnesota Statutes Chapter §342:

- (a) cannabis microbusiness;
- (b) cannabis mezzobusiness;
- (c) cannabis cultivator;
- (d) cannabis manufacturer;
- (e) cannabis retailer;
- (f) cannabis wholesaler;
- (g) cannabis transporter;
- (h) cannabis testing facility;
- (i) cannabis event organizer;
- (j) cannabis delivery service; and
- (k) medical cannabis combination business.

Cannabis Retail Business means any of the following licensed under Minnesota Statutes, §342:

- (a) Cannabis mezzobusiness;
- (b) Cannabis microbusiness;
- (c) Cannabis retailer; and
- (d) Medical cannabis combination business.

Cannabis Concentrate means:

- (a) The extracts and resins of a cannabis plant or cannabis flower;
- (b) The extracts or resins of a cannabis plant or cannabis flower that are refined to increase the presence of targeted cannabinoids; or
- (c) A product that is produced by refining extracts or resins of a cannabis plant or cannabis flower and is intended to be consumed by combustion or vaporization of the product and inhalation of smoke, aerosol, or vapor from the product.
- (d) Cannabis concentrate does not include hemp concentrate, artificially derived cannabinoid, or hemp-derived consumer products.

Cannabis Flower means the harvested flower, bud, leaves, and stems of a cannabis plant. Cannabis flower includes adult-use cannabis flower and medical cannabis flower. Cannabis flower does not include cannabis seed, hemp plant parts, or hemp-derived consumer products.

Cannabis Lounge means a portion of the premises of a Cannabis Microbusiness licensed or endorsed by the State of Minnesota Office of Cannabis Management for on-site consumption of edible cannabis products and lower-potency hemp edibles.

Cannabis Mezzobusiness means a business licensed to perform any or all of the following

within the limits established by Minnesota Statutes, §342.29:

- (a) Grow cannabis plants from seed or immature plant to mature plant and harvest cannabis flower from a mature plant for use as adult-use cannabis flower or for use in adult-use cannabis products;
- (b) Grow cannabis plants from seed or immature plant to mature plant and harvest cannabis flower from a mature plant for use as medical cannabis flower or for use in medical cannabinoid products;
- (c) Make cannabis concentrate;
- (d) Make hemp concentrate, including hemp concentrate with a delta-9 tetrahydrocannabinol concentration of more than 0.3 percent as measured by weight;
- (e) Manufacture artificially derived cannabinoids;
- (f) Manufacture adult-use cannabis products, lower-potency hemp edibles, and hemp-derived consumer products for public consumption;
- (g) Process medical cannabinoid products;
- (h) Purchase immature cannabis plants and seedlings and cannabis flower from a cannabis microbusiness, another cannabis mezzobusiness, a cannabis manufacturer, or a cannabis wholesaler;
- (i) Purchase cannabis concentrate, hemp concentrate, and synthetically derived cannabinoids from a cannabis microbusiness, another cannabis mezzobusiness, a cannabis manufacturer, or a cannabis wholesaler for use in manufacturing adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products;
- (j) Purchase hemp plant parts and propagules from a licensed hemp grower licensed under Minnesota Statutes, Chapter 18K;
- (k) Purchase hemp concentrate from an industrial hemp processor licensed under Minnesota Statutes, Chapter 18K;
- (l) Package and label adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, and hemp-derived consumer products for sale to customers;
- (m) Sell immature cannabis plants and seedlings, adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, hemp-derived consumer products, and other products authorized by law to other cannabis businesses and to customers;
and
- (n) Perform other actions approved by the Office.

Cannabis Microbusiness means a business licensed to perform any or all of the following within the limits established by Minnesota Statutes, §342.28:

- (a) Grow cannabis plants from seed or immature plant to mature plant and harvest cannabis flower from a mature plant;
- (b) Make cannabis concentrate;
- (c) Make hemp concentrate, including hemp concentrate with a delta-9 tetrahydrocannabinol concentration of more than 0.3 percent as measured by weight;
- (d) Manufacture artificially derived cannabinoids;
- (e) Manufacture adult-use cannabis products, lower-potency hemp edibles, and hemp-derived consumer products for public consumption;

- (f) Purchase immature cannabis plants and seedlings and cannabis flower from another cannabis microbusiness, a cannabis mezzobusiness, a cannabis manufacturer, or a cannabis wholesaler;
- (g) Purchase hemp plant parts and propagules from an industrial hemp grower licensed under Minnesota Statutes, Chapter 18K;
- (h) Purchase hemp concentrate from an industrial hemp processor licensed under Minnesota Statutes, Chapter 18K;
- (i) Purchase cannabis concentrate, hemp concentrate, and artificially derived cannabinoids from another cannabis microbusiness, a cannabis mezzobusiness, a cannabis manufacturer, or a cannabis wholesaler for use in manufacturing adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products;
- (j) Package and label adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, and hemp-derived consumer products for sale to customers;
- (k) Sell immature cannabis plants and seedlings, adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, hemp-derived consumer products, and other products authorized by law to other cannabis businesses and to customers;
- (l) Operate an establishment that permits on-site consumption of edible cannabis products and lower-potency hemp edibles; and
- (m) Perform other actions approved by the Office.

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

Intoxicating Hemp Product means any product that is intended to be eaten or consumed ~~as a beverage~~ by humans, contains a cannabinoid other than CBD in combination with food ingredients, and is not a drug, and meet the requirements to be sold under Minnesota Statutes, §151.72 or after March 1, 2025, the requirements under Minnesota Statutes, Chapter §342. This does not include any product intended to be consumed by combustion or vaporization of the product, by inhalation of smoke, aerosol, or vapor from the product or through injection or application to a mucus membrane or nonintact skin. A product intended to only contain CBD but which may contain less than trace amounts of tetrahydrocannabinol (THC) as an unintended result of the manufacturing process is not considered an Intoxicating Hemp Product.

Intoxicating Hemp Product ~~Business~~ Retailer means a business that sells Intoxicating Hemp Products at retail ~~for off-site consumption~~. In state law, as amended from time to time, these businesses are licensed as Lower Potency Hemp Edible Retailers.

Premises means the area from which a Cannabis Retail Business sells Adult Use Cannabis Products or an Intoxicating Hemp Product ~~Retailer~~ Business sells Intoxicating Hemp Products and for an On-Site Intoxicating Hemp Product ~~Retailer~~ Business and Liquor Store, the area for which shall mean the licensed premises is identified pursuant to its license issued under Minnesota Statutes, Chapter 340A.

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

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

Medical Cannabis Combination Business means a business licensed to perform any or all of the following within the limits established by Minnesota Statutes, §342.515:

- (a) Grow cannabis plants from seed or immature plant to mature plant and harvest adult-use cannabis flower and medical cannabis flower from a mature plant;
- (b) Make cannabis concentrate;
- (c) Make hemp concentrate, including hemp concentrate with a delta-9 tetrahydrocannabinol concentration of more than 0.3 percent as measured by weight;
- (d) Manufacture artificially derived cannabinoids;
- (e) Manufacture medical cannabinoid products;
- (f) Manufacture adult-use cannabis products, lower-potency hemp edibles, and hemp-derived consumer products for public consumption;
- (g) Purchase immature cannabis plants and seedlings and cannabis flower from a cannabis microbusiness, a cannabis mezzobusiness, a cannabis manufacturer, a cannabis wholesaler, a medical cannabis cultivator, or another medical cannabis combination business;
- (h) Purchase hemp plant parts and propagules from an industrial hemp grower licensed under Minnesota Statutes, Chapter 18K;
- (i) Purchase cannabis concentrate, hemp concentrate, and artificially derived cannabinoids from a cannabis microbusiness, a cannabis mezzobusiness, a cannabis manufacturer, a cannabis wholesaler, a medical cannabis processor, or another medical cannabis combination business;
- (j) Purchase hemp concentrate from an industrial hemp processor licensed under Minnesota Statutes, Chapter 18K;
- (k) Package and label medical cannabis and medical cannabinoid products for sale to medical cannabis processors, medical cannabis retailers, other medical cannabis combination businesses, and patients enrolled in the registry program, registered designated caregivers, and parents, legal guardians, and spouses of an enrolled patient;
- (l) Package and label adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, and hemp-derived consumer products for sale to customers;
- (m) Sell medical cannabis flower and medical cannabinoid products to patients enrolled in the registry program, registered designated caregivers, and parents, legal guardians, and spouses of an enrolled patient;
- (n) Sell immature cannabis plants and seedlings, adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, hemp-derived consumer products, and other products authorized by law to other cannabis businesses and to customers; and
- (o) Perform other actions approved by the Office.

Office means the Office of Cannabis Management.

Off-Sale Intoxicating Hemp Product Retailer means a business that sells Intoxicating Hemp Products for off-site consumption.

On-Site Intoxicating Hemp Product Retailer Business means a business with an on-sale liquor license pursuant to Minnesota Statutes, Chapter 340A and which sells Intoxicating Hemp Products that are intended to be consumed as a beverage, for on-site consumption. A licensed Cannabis Microbusiness may sell Intoxicating Hemp Products and Adult Use Products on-site as part of a Cannabis Lounge.

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

THC means the chemical compound of the cannabis plant tetrahydrocannabinol.

SECTION 2: AMENDMENT “Section 22-221 Purpose” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 22-221 Purpose

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

SECTION 3: AMENDMENT “Section 22-222 Registration Required” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 22-222 Registration Required

(a) Intoxicating Hemp Products. Businesses may only sell Intoxicating Hemp Products to customers, for on-site or off-site consumption, if one of the following ~~two~~^{three}

conditions apply:

- (1) For on-site consumption, an On-Site Intoxicating Hemp Product ~~Retailers~~**Business** must be registered with the city before making sales to customers and must have an active on-sale liquor license pursuant to Minnesota Statutes Chapter 340A, and once the Office begins licensing, must be licensed by the Office pursuant to Minnesota Statutes Section 342.10 as a lower-potency hemp edible retailer, as that term is defined by Minnesota Statutes Section 342.01, and as those sections are amended from time to time. Once the Office begins licensing, on-site consumption of intoxicating hemp product edibles and Adult-Use edibles are allowed by licensed Cannabis Microbusinesses.
- (2) For off-site consumption an Intoxicating Hemp Products ~~Retailer~~**Business** must be registered with the city before making sales to customers and once the Office begins licensing, must be licensed by the Office pursuant to Minnesota Statutes Section 342.10 as a lower-potency hemp edible retailer, as that term is defined by Minnesota Statutes Section 342.01, and as those sections are amended from time to time, to sell product retail.
- (b) **Adult Use Products.** Only Cannabis Retail Businesses may sell Adult Use Cannabis Products. A Cannabis Retail Business must have an active license issued by the Office pursuant to Chapter 342 of Minnesota Statute Statutes which allows it to sell Adult Use Cannabis Product at retail, and also must be registered with the city before making sales to customers.
- (c) **Hours of Operation.** Cannabis Retail Businesses and Intoxicating Hemp Product Retailers are limited to retail sale between the hours of (insert time here) and (insert time here).
- (d) No city-issued registration is required for a business selling medical cannabis as part of the Minnesota's Medical Cannabis Program described in Minnesota Statutes, §§ 152.22 to 152.37 or for a Liquor Store.

SECTION 4:**AMENDMENT** “Section 22-223 Registration Application And General Information” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 22-223 Registration Application And General Information

- (a) **General Application Information** – ~~Both Cannabis Retail Businesses, and On-Site Intoxicating Hemp Product Retailers~~**Businesses, whether on-site or off-sale, and Intoxicating Hemp Product Businesses** must submit the following to the City:
 - (1) Complete registration form, including confirmation that the business is registered with the ~~Office~~**Minnesota Department of Health**.
 - (2) A registration fee, which shall be established pursuant to City Council resolution or City Council Fee Schedule. The registration fee shall be non-

refundable once processed.

- (3) Copy of the active license issued by the Office and required in Section 22-222 above;
- (4) Full name of the property owner and applicant;
- (5) The address and parcel ID for the property which the registration is sought;
- (6) If the applicant does not own the business premises, a true and complete copy of the executed lease for the premises, if applicable. The name of the business, if it is to be conducted under a designation, name or style other than the name of the applicant and a certified copy of the certificate as required by Minn. Stat. § 333.01, as it may be amended from time to time;
- (7) Whether all real estate and personal property taxes that are due and payable for the premises have been paid and, if not paid, the years and amounts that are unpaid; and
- (8) A written declaration by the applicant, under penalty of perjury, that the information contained in the application is true. If the applicant is a corporation, an officer must sign the written declaration. If the applicant is a partnership, a general partner must sign the written declaration. If the applicant is an unincorporated association, the manager or managing officer must sign the written declaration.

(b) ***Additional On-Site Intoxicating Hemp Product RetailerBusiness Application Information*** – In addition to the application information contained in §22-223 (a), On-Site Intoxicating Hemp Product RetailersBusinesses must also submit confirmation that the premises either has an on-sale liquor license or a Cannabis Microbusiness license issued pursuant to Minnesota Statutes, Chapter 340A.

(c) Additional Application Information.

- (1) Natural Persons. In addition to (a) above, Natural Person Applicants must also provide:
 - a. Address, email address, telephone number and date of birth of the applicant;
 - b. Street resident addresses of where the applicant has lived during the past five years and telephone numbers and dates for which such addresses and phone numbers were used;
 - c. Whether the applicant has ever been known by a name other than the applicant's name and, if so, the name or names used, including maiden names, and information concerning dates and places used;
 - d. The type, name and location of every business or occupation in which the applicant has been engaged during the preceding five years and the names or addresses of the applicant's employers and partners, if any, for the preceding five years, and corresponding dates of employment;
 - e. A physical description of the applicant; and
 - f. If the applicant does not manage the business, the name of the managers or other persons in charge of the business and all information concerning each of them pursuant to above (i)-(v) in this subsection.

- (2) Partnership. If the applicant is a partnership, the applicant may be required to provide the following information:
- a. The names and addresses of all general and limited partners and all information concerning each general partner pursuant to divisions c(1) above;
 - b. The names of the managing partners and the interest of each partner in the licensed business;
 - c. A copy of the partnership agreement. If the partnership is required to file a certificate as to a trade name pursuant to Minn. Stat. § 333.01, as it may be amended from time to time, a certified copy of the certificate must be attached to the application;
 - d. The applicant's federal tax identification number and state employer identification number; and
 - e. If the applicant does not manage the business, the name of the managers or other persons in charge of the business and all information concerning each of them pursuant to divisions (c)(1) above.
- (3) Corporation. If the applicant is a corporation or other organization, the applicant may be required to provide the following information:
- a. The name of the corporation or business and the state of incorporation;
 - b. A copy of the articles of incorporation or association agreement and bylaws. If the applicant is a foreign corporation, a certificate of authority as required by Minn. Stat. § 303.06, as it may be amended from time to time, must be attached;
 - c. The applicant's federal tax identification number and state employer identification number;
 - d. The name of the managers or other persons in charge of the business and all information concerning each manager, proprietor or agent pursuant to (c)(1)above; and
 - e. A list of all persons who control or own an interest in excess of 5% in the organization or business or who are officers of the corporation or business and all information concerning the persons pursuant to (c)(1) above. This provision, however, does not apply to a corporation whose stock is publicly traded on a stock exchange and the corporation is applying for a license to be owned and operated by itself.
- (d) **No Moveable Place of Business** – No Intoxicating Hemp Product Retailer Moveable Place of Business or movable Cannabis Retail Business is allowed and, as a result, no registration will be issued for a Moveable Place of Business.
- (e) **Term** – Registrations are valid for a term of one year from the date they are issued by the City. Businesses renewing their registration must submit a renewal fee at the time of renewal. A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business.

- (f) **Registration Conditions** Registrants are subject to the performance standards and penalties in §§ 22-224 - 22-234. Violation of any of the applicable provisions of this chapter is considered a violation of City Code and may result in criminal penalties, administrative fines or the City revoking a registration. A registration shall not be approved or renewed if the registrant is unable to meet the requirements of this ordinance.
- (g) **Non-transferability** - Other than state approved transfers of ownership required by Minn. Stat. § 342.12, a registration is non-transferable. All registrations issued under this section are valid only on the premises for which the registration was issued. The transfer of any registration to another location is prohibited. If there is a change in the ownership of the license holder pursuant to Minn. Stat. § 342.12, the license holder must notify the City of the change, along with submitting a copy of the newly transferred state issued license so that the City can update the registration.
- (h) **General Certification** - Pursuant to Minnesota Statutes, Chapter 342, within 30 days of receiving a copy of a state license application, including any pre-approved licenses from the Office, the City shall certify, on a form provided by the Office, whether a proposed retail business complies with local zoning ordinances, state fire code and building code, and if applicable, local registration requirements.
- (i) **Renewal** - For all new and renewal registrations, the City shall conduct a preliminary compliance check to ensure compliance with this ordinance and to obtain proof of compliance with required criminal history checks on applicant's employees as required by Minn. Stat. §§ 342.151. Pursuant to Minn. Stat. 342, within 30 days of receiving a copy of a state license application from the Office, the City shall certify on a form provided by the Office whether a proposed retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code. The City shall renew an annual registration of a state-licensed Cannabis Retail Business or Intoxicating Hemp Product Retailer, also known in state law as Lower Potency Hemp Edible Retailer, business to correspond, if practicable, with when the Office renews the business' state license. A state-licensed retail business shall apply to renew registration on a form established by the City. Any renewal retail registration fee imposed by the City shall be charged at the time of the second renewal and each subsequent renewal thereafter. A renewal retail registration fee shall not exceed the limits set forth in state statute, as amended from time to time.

SECTION 5: AMENDMENT “Section 22-225 Limit On Registrations” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 22-225 Limit On Registrations

- (a) **Intoxicating Hemp Product RetailerBusiness.** The City has not established a limit

on the number of Intoxicating Hemp Product RetailerBusiness registrations.

- (b) **On-Site Intoxication Hemp Product RetailerBusinesses**. The City has not established a limit on the number of On-Site Intoxicating Hemp Product RetailerBusiness registrations other than requiring these businesses to have up-to-date on-sale liquor license.
- (c) **Cannabis Retailer Businesses. The City has established a limit of two (2) Cannabis Retail Business registrations available at one time.**
- (d) **First Come, First Served. Applications for registration will be processed on a first-come, first-served basis based on the City receiving a complete application and payment of all fees. Applications will be considered complete when all materials in Subd. 22-223 are received by the City and include all required information.**

SECTION 6: AMENDMENT “Section 22-226 Responsibility” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 22-226 Responsibility

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

SECTION 7: AMENDMENT “Section 22-227 Compliance Checks And Inspections” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 22-227 Compliance Checks And Inspections

All Cannabis Retail Businesses, On-Site Intoxicating Hemp Product RetailersBusinesses and Intoxicating Hemp Product RetailersBusinesses premises shall be open to inspection by the city police or other authorized city official during regular business hours. From time to time, but at least once per year, the city shall conduct compliance checks by engaging individuals over the age of 17 years old but less than 21 years old, to enter the premises to attempt to purchase Adult-use Cannabis Products or Intoxicating Hemp Products. Prior written parental

or guardian consent is required for any person under the age of 18 who participates in a compliance check. Individuals used for the purpose of compliance checks shall be supervised by city designated law enforcement officers or other designated city personnel. Individuals used for compliance checks shall not be guilty of unlawful possession of Adult-use Products or Intoxicating Hemp Products when such items are obtained as a part of the compliance check. No individual used in compliance checks shall attempt to use a false identification misrepresenting the individual's age, and all individuals lawfully engaged in a compliance check shall answer all questions about the individual's age asked by the registrant or their employee, and shall produce any identification, if any exists, for which they are asked. Nothing in this article shall prohibit compliance checks authorized by state or federal laws for educational, research or training purposes, or required for the enforcement of a particular state or federal law.

SECTION 8: AMENDMENT “Section 22-228 Prohibited Sales” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 22-228 Prohibited Sales

It shall be a violation of this article for any person to sell or offer to sell any Adult-use Cannabis Products or Intoxicating Hemp Product:

- (a) Not meeting the requirement or by the means authorized in Minnesota Statutes, section 151.72, or after March 1, 2025, the requirements of Minnesota Statutes, Chapter 342, including, but not limited to:
 - (1) Packaging - Minn. Stat. § 151.72, subd. 5a., or after March 1, 2025, the requirements of Minn. Stat. §342.62;
 - (2) Secured Storage and Sales - Minn. Stat. § 151.72, subd. 5a (h), or after March 1, 2025, the requirements of Minn. Stat. §342.46, subd. 4;
 - (3) Testing Requirements - Minn. Stat. § 151.72, subd. 4., or after March 1, 2025, the requirements of Minn. Stat. §342.61; and
 - (4) Labeling Requirements - Minn. Stat. § 151.72, subd. 5., or after March 1, 2025, the requirements of Minn. Stat. §342.63;
 - (5) ~~Age Verification - Minn. Stat. §151.72, subd. 5c.~~
 - (6) ~~Packaging, Labeling, and THC Limits - Minn.Stat. §151.72, subd. 5a.~~
 - (7) ~~Secure Storage and Sales - Minn. Stat. §151.72, subd. 5a (h).~~
 - (8) ~~Testing Requirements - Minn. Stat. §151.72, subd. 4.~~
 - (9) ~~Labeling Requirements - Minn. Stat. §151.72, subd. 5.~~
- (b) To any person under the age of 21 years. Prior to initiating a sale or otherwise providing an edible cannabinoid product to an individual, an employee of a retailer must verify that the individual is at least 21 years of age pursuant to Minn. Stat. §151.72, subd. 5c, or after March 1, 2025, the requirements of Minn. Stat. §342.46,

subd. 3;

~~(e) By any person under the age of 21 years.~~

(d) For a nominal amount or by means of sampling.

(e) By internet sales or delivery, unless the business utilizes an independent third-party age verification system.

(f) By an other means, to any other person, or in any other manner or form prohibited by federal, state, or other local law, ordinance provision, or other regulation

SECTION 9: AMENDMENT “Section 22-229 On-Site Intoxicating Hemp Business Manufacturing” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 22-229 On-Site Intoxicating Hemp Business Manufacturing

- (a) On-Site Intoxicating Hemp Product ~~Retailers~~**Businesses** may manufacture Intoxicating Hemp Products intended to be consumed as a beverage as an accessory use only at breweries and distilleries licensed as such under Minnesota Statutes, Chapter 340A, as long as the manufacturing process for the beverages does not involve the cannabis plant and until March 1, 2025. For purposes of this Section, accessory use is defined to mean not accounting for more than 50% of the production of total product produced at the brewery or distillery. The transporting or distribution of such Intoxicating Hemp Products manufactured as an accessory use at a brewery or distillery to locations outside of the City also is allowed as part of the accessory use during this time period.
- (b) After March 1, 2025, On-Site Intoxicating Hemp Product Retailers also licensed as a lower-potency hemp edible manufacturer by the Office, may manufacture Intoxicating Hemp Products intended to be consumed on-site.
- (c) Intoxicating Hemp Products manufactured as described in 22-229 (a) and (b) may ~~only~~**not** be sold at retail for off-sale consumption by ~~the~~**an** On-Site Intoxicating Hemp Product ~~Retailer~~**Business** when that business holds both a current lower-potency hemp edible manufacturer license from the Office and a current lower-potency hemp edible retailer license from the Office.

SECTION 10: AMENDMENT “Section 22-231 Exceptions And Defenses” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 22-231 Exceptions And Defenses

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

SECTION 11: **AMENDMENT** “Section 22-232 Offenses Involving Individual Under The Age Of 21” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 22-232 Offenses Involving Individual Under The Age Of 21

- (a) **Illegal sales.** It shall be a violation of this article for any person to sell or otherwise provide any Adult-use Cannabis Product or Intoxicating Hemp Product to any individual under the age of 21.
- (b) **Illegal possession.** It shall be a violation of this article for any individual under the age of 21 to have in their possession any Adult-use Cannabis Product or Intoxicating Hemp Product. This subsection shall not apply to individual under the age of 21 lawfully involved in a compliance check.
- (c) **Illegal use.** It shall be a violation of this article for any individual under the age of 21 to use any Adult-use Cannabis Product or Intoxicating Hemp Product.
- (d) **Illegal procurement.** It shall be a violation of this article for any individual under the age of 21 to purchase or attempt to purchase or otherwise obtain any Adult-use Cannabis Product or Intoxicating Hemp Product, and it shall be a violation of this article for any person to purchase or otherwise obtain such items on behalf of an individual under the age of 21. It shall further be a violation for any person to coerce or attempt to coerce an individual under the age of 21 to illegally purchase or otherwise obtain or use any Adult-use Cannabis Product or Intoxicating Hemp Product. This subsection shall not apply to individual under the age of 21 lawfully involved in a compliance check.
- (e) **Use of false identification.** It shall be a violation of this article for any individual under the age of 21 to attempt to disguise their true age by the use of a false form of identification, whether the identification is that of another person or one on which the age of the person has been modified or tampered with to represent an age older than the actual age of the person.

SECTION 12: **AMENDMENT** “Section 22-233 Violations” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 22-233 Violations

- (a) **Notice.** Upon discovery of a suspected violation, the alleged violator shall be issued, either personally or by mail, a citation that sets forth the alleged violation and which shall inform the alleged violator of their right to be heard on the accusation.
- (b) **Hearings.** If a person accused of violating this article so requests, a hearing shall be scheduled, the time and place of which shall be published and provided to the accused violator.
- (c) **Hearing officer.** The hearing officer for any violations of this article shall be the city administrator or a person duly designated by the city administrator. It is not necessary that criminal charges be brought in order to support a determination of a registration violation nor does the dismissal or acquittal of such a criminal charge operate as a bar to adverse registration actions under this chapter.
- (d) **Decision.** If the hearing officer determines that a violation of this article did occur, that decision, along with the hearing officer's reasons for finding a violation, and the penalty to be imposed for a violation of this article, shall be recorded in writing, a copy of which shall be provided to the accused violator. Likewise, if the hearing officer finds that no violation occurred or finds grounds for not imposing any penalty, such findings shall be recorded and a copy provided to the acquitted accused violator.
- (e) ~~Appeals. Appeals of any decision made by the hearing officer shall be filed in the district court for the city.~~ **Final Decision.** Following the hearing, the City Administrator or their designee will notify the Council of the Decision. If the hearing officer recommended denial, revocation or suspension of the registration, the Council may continue consideration of the registration or renewal to accommodate necessary notification to the Office or may temporarily suspend the registration upon such terms and conditions as it deems reasonable and necessary to accomplish the purposes of this chapter. The decision by the City Council is final and not appealable but is subject to licensing decisions by the Office.
- (f) **Misdemeanor prosecution.** Nothing in this article shall prohibit the city from seeking prosecution as a misdemeanor for any alleged violation of this article. If the city elects to seek misdemeanor prosecution, no administrative penalty shall be imposed.
- (g) **Notification to the Office.** Within X days of any decision which impacts a state licensed Cannabis License Holder, as that term is defined in Minn. Stat. §342.01, subd 48, the City Council shall notify the Office of the suspension and shall include the grounds for the suspension. The Office will provide the City and retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.
- (h) **Length of Suspension.** The continuation of consideration of an application or renewal for registration or the suspension of either a Cannabis Retail Business registration or Intoxicating Hemp Product Retailer registration may be for up to 30 calendar days, unless the Office suspends the businesses' corresponding license for a longer period. The business may not make sales to customers if their registration is suspended or not on active status due to a continuation. With respect to suspensions, the City may

reinstate a registration if it determines that the violations have been resolved and it has received any necessary notification from the Office that violations have been resolved.

- ~~(f) **Continued violation.** Each violation and every day in which a violation occurs or continues shall constitute a separate offense.~~

SECTION 13: AMENDMENT “Section 22-234 Penalties For Violation Of Article” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 22-234 Penalties For Violation Of Article

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

Any registration issued under this chapter may be revoked or suspended. In addition, any person who violates any provision of this chapter is subject to the general penalties section, Article 2-VII of this municipal code. Nothing in this article shall prohibit the city from seeking prosecution as a misdemeanor for any violation of this article.

SECTION 14: ADOPTION “Section 22-235 Severability” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 22-235 Severability(*Added*)

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

SECTION 15: EFFECTIVE DATE This Ordinance shall take effect following its passage and summary publication in accordance with state law.

SECTION 16: SUMMARY PUBLICATION Pursuant to Minn. Stat. § 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance: The ordinance requires a license or registration for the sale of all intoxicating hemp and cannabis products and establishes certain performance standards surrounding the sale of such products.

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL

_____.

Presiding Officer

Attest

Robert Byrnes, Mayor, City of
Marshall

Steven Anderson, City Clerk, City of
Marshall

SUMMARY ORDINANCE NUMBER 24-020

**AN ORDINANCE AMENDING CHAPTER 22, ARTICLE VIII
LICENSING AND REGISTRATION REQUIREMENTS FO THE SALE OF INTOXICATING CANNABINOID PRODUCTS**

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

Section 1: City Code of Ordinances, Chapter 22, Article VIII Licensing and Registration Requirements for the Sale of Intoxicating Cannabinoid Products is amended in summary as follows:

The ordinance requires a license or registration for the sale of all intoxicating hemp and cannabis products and establishes certain performance standards surrounding the sale of such products.

Section 2: It is hereby determined that publication of this Title and Summary Ordinance will clearly inform the public of the intent and effect of Ordinance No. 24-020.

It is hereby directed that only the above Title and Summary of Ordinance No. 24-020 be published conforming to Minnesota Statutes §331A.01 with the following:

NOTICE

Persons interested in reviewing a complete copy of the Ordinance may do so online at ci.marshall.mn.us or at the office of the City Clerk, City Offices, 344 West Main Street, Marshall, Minnesota 56258.

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

Passed and adopted by the Common Council this 22nd day of October 2024.

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

ATTEST:
Steven Anderson
City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, October 22, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project ST-015 / SP 4204-40: 2025 MnDOT College Drive Improvement Project - 1) Consider Resolution Ordering Preparation of Report on Improvement; 2) Consider Resolution Receiving Feasibility Report and Calling Hearing on Improvement
Background Information:	<p>Attached please find the resolution necessary for the initiation of the special assessment procedures for the above-referenced project.</p> <p>This Minnesota Department of Transportation (MnDOT) project consists of: reconstruction and utility replacement on Trunk Highway 19 (TH19)/College Drive starting 700' west of Marlene Street and ending at the intersection of Bruce Street and Bruce Street starting 150' south of TH19 and ending 350' north of TH19.</p> <p>MnDOT initiated this reconstruction project to replace pavement surfacing that is in poor condition. As part of this cooperative project, the City will be replacing water and sewer infrastructure where needed within the project corridor.</p> <p>The 2025-2026 College Drive Reconstruction project bid opening date is set for December 6, 2024, with construction expected to begin in spring 2025. Costs that are typically assessed on local projects include sanitary sewer service lines, private sidewalk walk-ups, driveway costs in excess of 12-FT width, and street costs remaining following utility participation in street costs. With this project, MnDOT is paying for all highway costs, driveway costs, and private walk-up costs. Remaining costs that would be eligible for assessment to property owners include sanitary sewer service lines and local costs for parking lanes on the State highway. MnDOT is charging the City of Marshall 10% of parking lane costs, in accordance with their cost participation policy.</p> <p>City staff is proposing to special assess all costs associated with sanitary sewer service lines on this project. City staff is not proposing to assess the local share of parking lane costs because the local share is estimated in the proposed cooperative agreement at less than \$2,000. City staff is proposing to special assess all costs associated with sanitary sewer service line on this project.</p> <p>This item was presented to the Public Improvement/Transportation Committee at their meeting on 10/07/2024 with the unanimous approved motion to recommend to the City Council to special assess sanitary sewer service lines to each benefitting property.</p>
Fiscal Impact:	Local costs on the 2025-2026 project is estimated at roughly \$8.3M. Costs will be shared by Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility, and the Marshall Municipal State Aid funds. In addition, City staff has secured Local Road and Bridge Program grant funding in the amount of roughly \$1.3M, and MnDOT is sharing over \$1M in RAISE grant funds for this project. Costs to be assessed is estimated at \$150,000.
Alternative/Variations:	No alternative actions recommended.

Recommendations:	<p>Recommendation No. 1: that the Council adopt RESOLUTION 24-092, which is the “Resolution Ordering Preparation of Report on Improvement” for the above-referenced project.</p> <p>Recommendation No. 2: that the Council adopt RESOLUTION 24-093, which is the “Resolution Receiving Feasibility Report and Calling Hearing on Improvement” for the above-referenced project and setting the public hearing on improvement date for November 12, 2024.</p>
-------------------------	--

RESOLUTION 24-092

RESOLUTION ORDERING PREPARATION OF REPORT ON IMPROVEMENT

WHEREAS, it is proposed to make improvements under the following project and to assess the benefited properties for all or a portion of the cost of the improvements, pursuant to Minnesota Statutes, Chapter 429:

**PROJECT ST-015 / SP 4204-40
2025 MnDOT COLLEGE DRIVE IMPROVEMENT PROJECT**

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

1. That the proposed improvements be referred to the Director of Public Works/City Engineer and that he is instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvements are feasible and as to whether they should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvements as recommended.

Passed and adopted by the Council this 22nd day of October, 2024.

Mayor

ATTEST:

City Clerk

This instrument drafted by:
Director of Public Works/City Engineer Jason R. Anderson, P.E.

RESOLUTION 24-093

**RESOLUTION RECEIVING FEASIBILITY REPORT
AND CALLING HEARING ON IMPROVEMENT**

WHEREAS, pursuant to resolution of the Council adopted October 22, 2024, a report has been prepared by Director of Public Works/City Engineer Jason R. Anderson with reference to:

**PROJECT ST-015 / SP 4204-40
2025 MnDOT COLLEGE DRIVE IMPROVEMENT PROJECT**

AND WHEREAS, this report was received by the Council on October 22, 2024.

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

1. The Council will consider the improvements in accordance with the report and the assessment of the properties for all or a portion of the cost of the improvements pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the specially assessed improvements of \$150,000.00.
2. A Public Hearing shall be held on such proposed improvements on the 12th day of November, 2024 at 5:30 p.m. in the Council Chambers of City Hall located at 344 West Main Street and the City Clerk shall give mailed and published notice of such hearing and improvements as required by the law.

Passed and adopted by the Council this 22nd day of October, 2024.

Mayor

ATTEST:

City Clerk

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



MARSHALL
CULTIVATING THE BEST IN US

FEASIBILITY REPORT

Project ST-015

TH19/College Drive Reconstruction Project

October 22, 2024



Table of Contents

FEASIBILITY REPORT	2
1.0 SCOPE	2
2.0 BACKGROUND / EXISTING CONDITIONS.....	2
3.0 PROPOSED IMPROVEMENTS	2
4.0 STATEMENT OF PROBABLE COST.....	3
5.0 PROPOSED ASSESSMENTS	3
6.0 FEASIBILITY/CONDITIONS/QUALIFICATIONS.....	3
7.0 PROPOSED PROJECT SCHEDULE	4
APPENDIX	4
PROJECT LIMITS.....	4
PROJECT LAYOUTS.....	5

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

By: Eric R Hanson, P.E.
Eric R. Hanson, P.E.
Registration No. 53316

FEASIBILITY REPORT

PROJECT ST-015 TH19/COLLEGE DRIVE RECONSTRUCTION PROJECT CITY OF MARSHALL, MINNESOTA

1.0 SCOPE

This Feasibility Report as authorized by the City Council, covers the following proposed improvements: reconstruction and utility replacement on Trunk Highway 19 (TH19)/College Drive starting 700' west of Marlene Street and ending at the intersection of Bruce Street and Bruce Street starting 150' south of TH19 and ending 350' north of TH19. The Minnesota Department of Transportation (MnDOT) initiated this reconstruction project and as part of the project the City will be replacing the underground utilities in the areas outlined above.

The project will be funded through various means, including: Federal RAISE grant funds, Federal Local Road & Bridge Grant, State of Minnesota DOT, Marshall Municipal Utilities, Marshall Wastewater Department, Marshall Surface Water Management Utility, special assessments, and Marshall Municipal State Aid funds. The only portion of the project that will be assessed to property owners is the sanitary sewer service lines that benefit each individual property. All other costs that are typically assessed by the City of Marshall are covered by MnDOT or federal grants. Therefore, this feasibility study will only address the sanitary sewer services within the limits of the project.

The project will be constructed in two phases; in 2025 construction will start on the west end of College Drive and end just west of the intersection with Main Street and in 2026 construction will start at Main Street and run through the east end of College Drive and including Bruce Street. Maps showing the limits of Phase 1 and Phase 2 are included in this report.

2.0 BACKGROUND / EXISTING CONDITIONS

Utilities

Within the limits of the project there is a mix of sanitary sewer lines and sanitary sewer services ranging in size from 4" to 21". A large percentage of the sanitary system in the system is vitrified clay pipe (VCP) and is in poor condition. There are some portions of the project with PVC pipe, but due to the changes in the roadway geometrics (adding a roundabout) and the addition of storm sewer in the corridor the sanitary sewer needs to change alignment.

3.0 PROPOSED IMPROVEMENTS

Utilities

The proposed utility improvements include installing new sanitary sewer main and sanitary service lines throughout the project, with service lines extended into the adjacent properties.

The sanitary sewer system improvements will include installing new manhole, sewer main, and sewer services within the limits of the project. New PVC sanitary sewer pipes shall be installed. New sewer services will be installed to the right-of-way (ROW) line with a minimum 4" pipe size for residential services.

4.0 STATEMENT OF PROBABLE COST

The estimated costs to complete the proposed sanitary improvements are shown below. The estimated construction costs include a 10% allowance for contingencies and a 16% allowance for administrative and engineering costs. The unit prices for each item of work used in determining the estimated cost of construction were developed by the MnDOT, the costs are based on average weighted bid prices and is subject to change.

<i>Sanitary Sewer Replacement</i>	<u>\$1,717,562.22</u>
Subtotal Estimated Construction Cost	\$1,717,562.22
<i>Contingencies (7%)</i>	<u>\$23,500.00</u>
Total Estimated Construction Cost	\$1,837,762.22
<i>Estimated Engineering, & Administration (16%)</i>	<u>\$294,041.96</u>
Total Estimated Project Cost	<u>\$2,131,804.18</u>

5.0 PROPOSED ASSESSMENTS

The adjacent properties will not be assessed for sanitary sewer main improvements. All costs for sanitary sewer main will be paid by the City of Marshall Wastewater Department. Sanitary sewer service lines and connection points to the main will be assessed to the adjacent property owners according to current sanitary sewer assessment procedures.

The adjacent properties will not be assessed for the watermain improvements. All costs for watermain and related work will be paid by Marshall Municipal Utilities.

The adjacent properties will not be assessed for the storm water drainage improvements. All costs for storm water drainage improvements will be paid by the Marshall Surface Water Management Utility.

Costs for the highway replacement, driveways, and sidewalks will not be assessed to the adjacent property owners. These costs will not be assessed because MnDOT will be paying for these costs. The City of Marshall is responsible for some intersection costs, including local legs of the roundabout and traffic signals, but these costs are not assessed to property owners. A preliminary assessment roll showing the estimated assessments for each benefiting parcel, City Participation, and utility participation will be prepared at a later date for consideration by the City Council in accordance with the most recent Special Assessment Policy.

6.0 FEASIBILITY/CONDITIONS/QUALIFICATIONS

The proposed improvements as described in this report are necessary, cost-effective, and feasible from an engineering standpoint. The feasibility of this project is contingent upon the findings of the City Council pertaining to project financing and public input.

7.0 PROPOSED PROJECT SCHEDULE

The following is the anticipated schedule for the project. MnDOT will be advertising the project as well as completing the bid opening. The project is currently planned for 2 years of construction. In 2025, the construction will start on the west end of the project and end on the west side of Main Street. In 2026, the project will start at the end of Phase 1 and end at the East limits of the project.

October 22, 2024	Receive Feasibility Report
October 25-December 5, 2024	Advertise for Bids (By MnDOT)
December 6, 2024	Bid Opening Date (By MnDOT)
April 9, 2025	Award Contract (By MnDOT)
Spring 2025	Begin Phase 1 Construction (West end to south of Main St)
Spring 2026	Begin Phase 2 Construction (Main St to Bruce St)
October 2026	Public Hearing on Assessment/Adopt Assessment
October 2026	End Construction

APPENDIX

PROJECT LIMITS

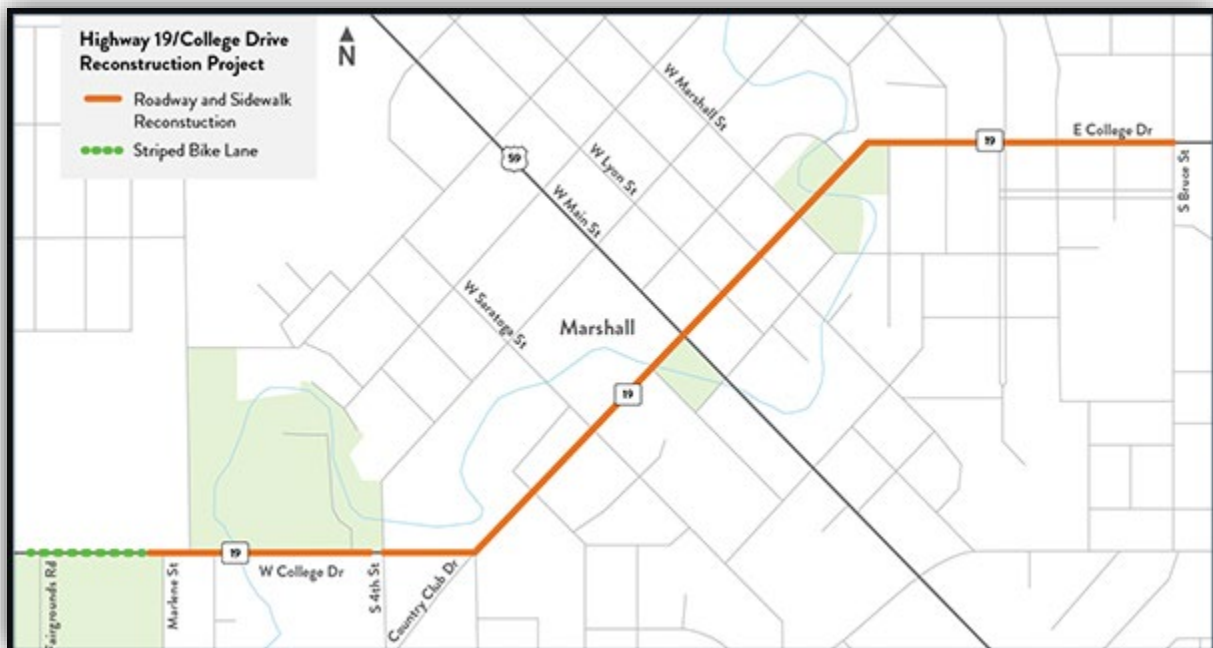
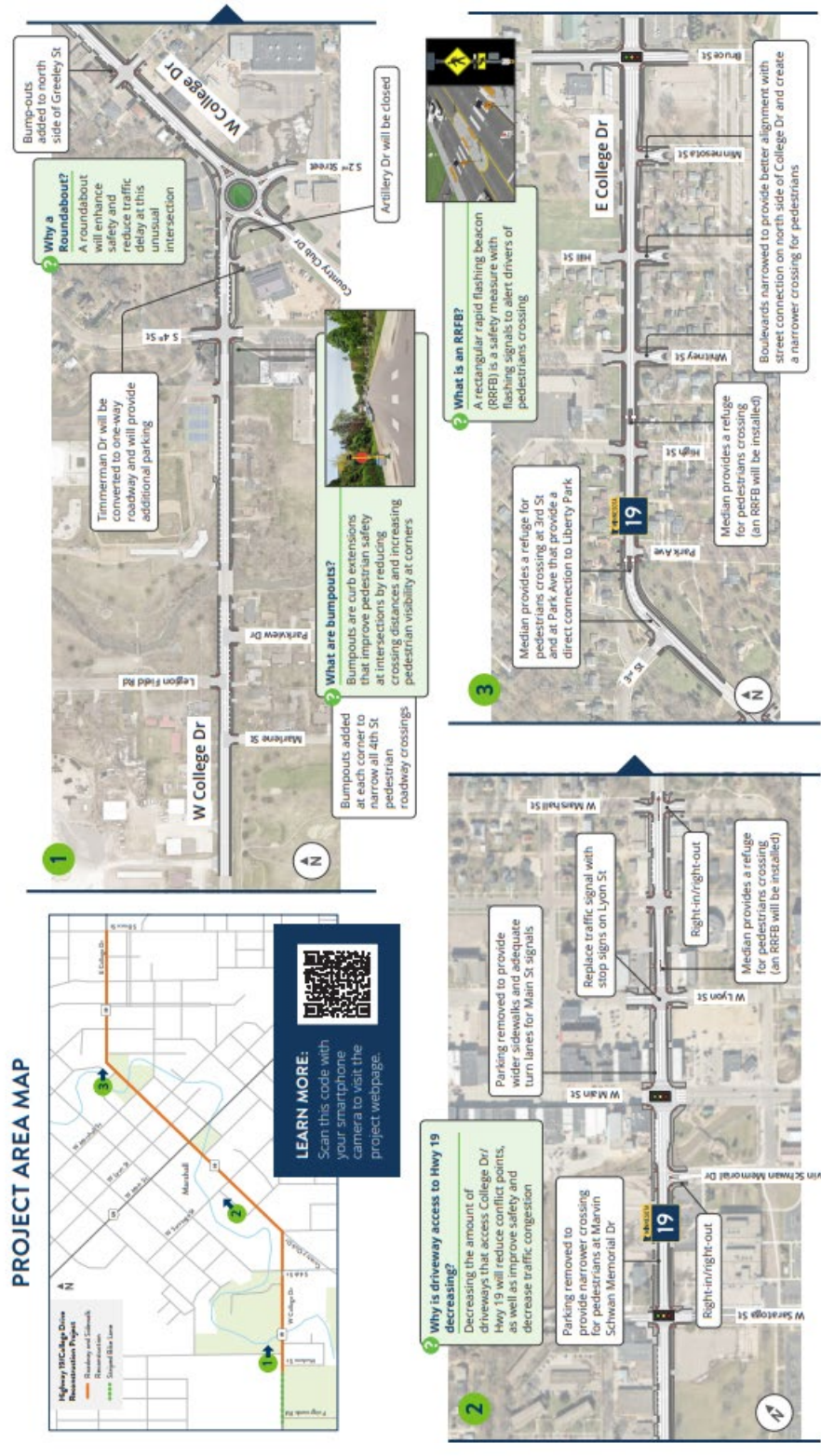


Image from MnDOT website - [Hwy 19 Reconstruction Project - MnDOT \(state.mn.us\)](https://www.mn.gov/hwy-19-reconstruction-project)

PROJECT LAYOUT

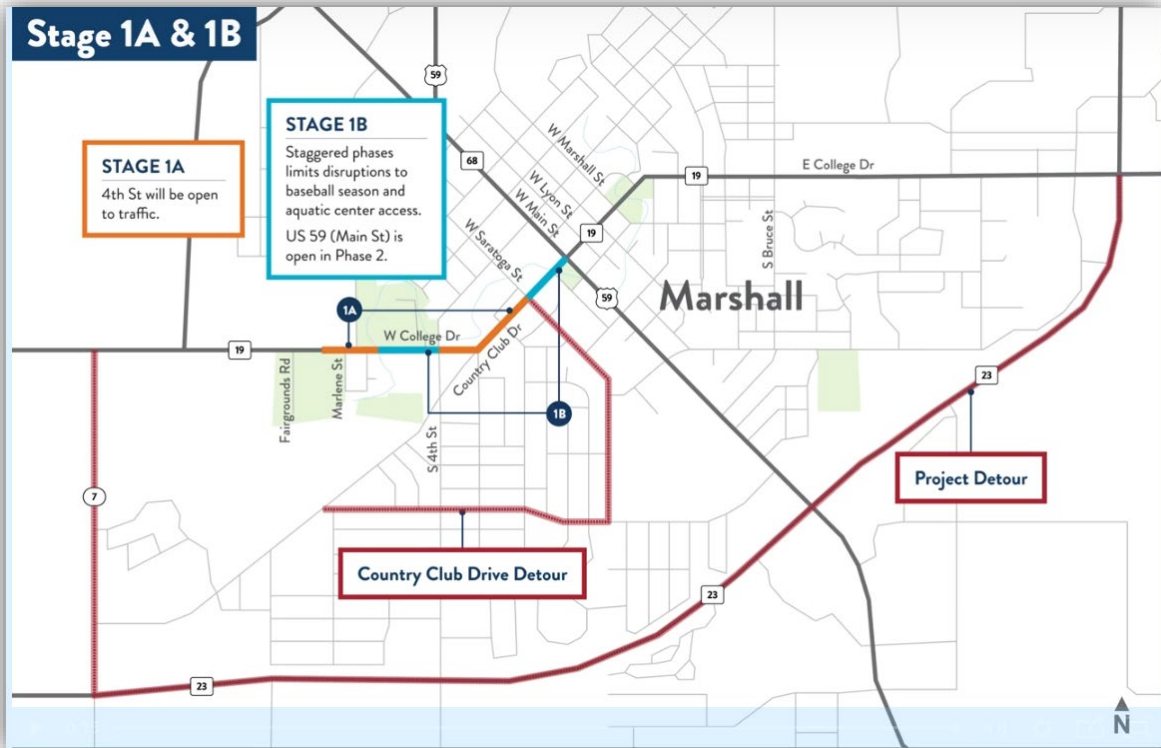


HWY 19/COLLEGE DRIVE RECONSTRUCTION PROJECT



Item 15.

Stage 1 – 2025 Construction Season



Stage 2 – 2026 Construction Season

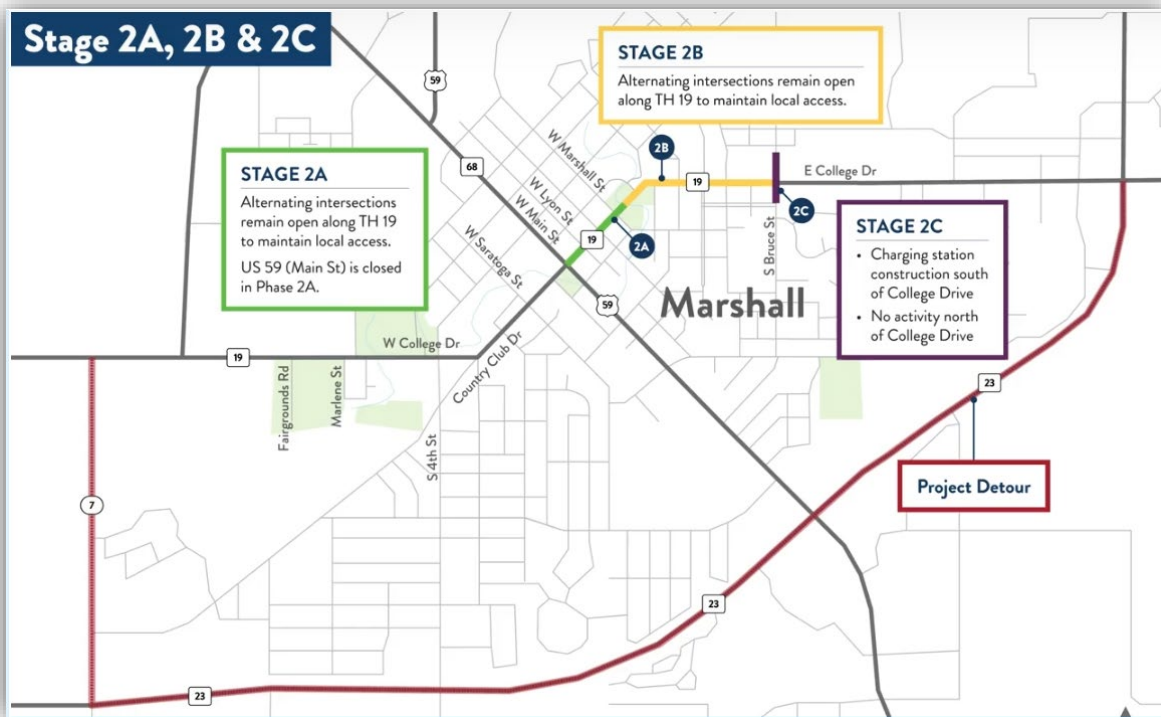


Image from MnDOT website - [Hwy 19 Reconstruction Project - MnDOT \(state.mn.us\)](https://www.mn.gov/hwy-19-reconstruction-project)

Presenter:	Jason Anderson
Meeting Date:	Tuesday, October 22, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project ST-015 / SP 4204-40: 2025 MnDOT College Drive Improvement Project – Consider Resolution Authorizing Execution of MnDOT Cooperative Construction Agreement No. 1056297
Background Information:	<p>The above-referenced project, State Project 4204-40, includes the reconstruction and utility replacement on Trunk Highway 19 (TH19)/College Drive starting 700’ west of Marlene Street and ending at the intersection of Bruce Street and Bruce Street starting 150’ south of TH19 and ending 350’ north of TH19. The project is a comprehensive reconstruction project that includes new pavement, sidewalk, and city utilities.</p> <p>Attached is a copy of MnDOT Cooperative Construction Grant Agreement No.1056297 (“Cooperative Agreement”), Preliminary Schedule “I” dated 10/04/2024, and the execution authorization resolution.</p> <p>The Cooperative Agreement solidifies the relationship between MnDOT and the City for this construction project and provides for the estimated payment of the City’s share of costs for the water main, sanitary sewer, sidewalk, street lighting, traffic signal systems, pedestrian crosswalk flasher system, roadway, and parking lane construction.</p> <p>Noteworthy topics for Council understanding and consideration:</p> <ul style="list-style-type: none"> - Federal grant funds awarded to the City cannot be used for water and sewer utility costs. - Federal grant fund allocations to the City are capped. Should costs exceed the capped figure, the City is responsible for identifying other sources to make project payments. - This is the final City Council authorization that is required for this project. Once bids come in, MnDOT will present city staff with an “updated Schedule I” that reflects the city’s required project payment based on actual bids received. City will be expected to remit our project payment, in full, shortly after bid opening—likely within 60 days. - City engineering staff will perform construction administration, project staking, and inspection services for the water and sewer construction on this project. As such, the engineering fees that the City must pay to MnDOT reflect a lower payment to MnDOT for this work. - MnDOT is installed an EV charging station in the Avera parking lot at the corner of N. Bruce Street/Charles Avenue to satisfy federal grant requirement; that relationship is covered by a separate agreement that City Council does not review. - City is responsible for maintenance of landscaping in the center of the roundabout at MN19/Country Club Drive/S. 2nd Street. - City is responsible for maintenance/ownership of street lighting, aside from historic lighting on the bridges. - City is responsible for ownership/maintenance of pedestrian crosswalk flasher systems that are installed on the project. - City is responsible for traffic signal bulb replacement, crosswalk markings, and traffic signal painting.

Fiscal Impact:	See "Preliminary Schedule I", included with the Cooperative Agreement. Total City obligation is estimated at \$8,187,985.80, with \$2,965,619.76 in federal aid. The total City obligation, less federal aid, is estimated at \$5,222,366.04. City costs will be split between Marshall Municipal Utilities (water and electric), Wastewater Department, Surface Water Management Utility, and Municipal State Aid.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council adopt RESOLUTION 24-091, which is the "Resolution Authorizing Execution of MnDOT Cooperative Construction Agreement No. 1056297" for the above-referenced project.

Date: September 12, 2024

Jason Anderson
City Engineer
344 West Main Street
Marshall, MN 56258

RE: Proposed Const. Agreement No. **1056297**
City of Marshall
S.P. 4204-40 (T.H. 19=014)
Federal Project NHPP-RAISE-STBG-CRP 0019(306)

Dear Mr. Anderson:

Transmitted herewith is a proposed agreement with the City of Marshall. This agreement provides for payment of the City's share of the costs of water main, sanitary sewer, sidewalk, lighting, signal systems, pedestrian crosswalk flasher system, roadway, and parking lane construction to be performed on T.H. 19.

Kindly present this agreement to the City Council for their approval and execution, which includes original signatures of the City Council authorized City officers, on the agreement. Also required is a resolution passed by the City Council authorizing its officers to sign the agreement on its behalf. A suggested form of such resolution is enclosed.

Electronic signatures are being encouraged. Please be advised that if electronic signatures are being utilized, signatories must not lock the document and all parties must sign in succession on the same document. The City Council's resolution must be attached to the PDF prior to any electronic signatures. Please remove the sample resolution if the City is providing their own resolution.

Please return the signed agreement and resolution, once they have been executed by the City. A copy will be returned to the City when fully executed.

Sincerely,

Phillip DeSchepper Digitally signed by Phillip DeSchepper
Date: 2024.09.12 10:27:04 -05'00'

Phillip DeSchepper, P.E.
D8 Agreements

Enc. Proposed Agreement
Resolution

cc: Malaki Ruranika – malaki.ruranika@state.mn.us
File

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF MARSHALL
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (SP):	<u>4204-40</u>	Total City Obligation
Trunk Highway Number (TH):	<u>19=014</u>	<u>\$8,187,985.80</u>
State Project Number:	<u>4205-92</u>	Anticipated City Federal Aid
State Project Number:	<u>139-010-016</u>	<u>\$2,965,619.76</u>
State Project Number:	<u>139-111-007</u>	City Non-Federal Aid
State Project Number:	<u>139-122-007</u>	<u>\$5,222,366.04</u>
State Project Number:	<u>139-107-009</u>	
State Project Number:	<u>139-115-005</u>	
Federal Project Number:	<u>NHPP-RAISE-STBG-CRP 0019(306)</u>	
Lighting System Feed Point No.:	<u>TP1, T1, T2, A, TX1, TX2, TX3, T6, B, T8, T10, T14</u>	
Bridge Number:	<u>5083</u>	
Signal System "A" ID:	<u>1735158</u>	
Signal System "B" ID:	<u>1735433</u>	
Signal System "C" ID:	<u>1735161</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Marshall, acting through its City Council ("City").

Recitals

1. The State will perform grading, concrete and bituminous surfacing, signal systems, lighting, ADA improvements, EV charging station, and Bridge No. 5083 construction and other associated construction upon, along, and adjacent to Trunk Highway No. 19 from 700 feet east of Channel Parkway to Bruce Street according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 4205-92 and No. 4204-40 (TH 19=014) ("Project"); and
2. The City has requested the State include in its Project water main, sanitary sewer, sidewalk, lighting, pedestrian crosswalk flasher system, roadway, and parking lane construction; and
3. The City requests that it perform certain aspects of the construction engineering in connection with the water main and sanitary sewer construction and the State concurs in that request; and
4. The City wishes to participate in the costs of the signal system, water main, sanitary sewer, sidewalk, lighting, pedestrian crosswalk flasher system, roadway, and parking lane construction and associated State performed construction engineering; and
5. The federally eligible City participation construction will be reduced by the amount of Federal aid funding received for said construction; and
6. Agreement No. 1057112 between the State and Avera Marshall Regional Medical Center will address SP 139-080-005 EV charging station construction and maintenance; and

7. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
8. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 4. Pedestrian Crosswalk Flasher System Power, Ownership, Operation, Maintenance and Compliance; 10. Liability; Worker Compensation Claims; 12. State Audits; 13. Government Data Practices; 15. Governing Law; Jurisdiction; Venue; and 17. Force Majeure. The terms and conditions set forth in Article 5. Signal Systems and Emergency Vehicle Preemption Systems Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.
- 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications, and special provisions designated by the State as State Project No. 4205-92 and No. 4204-40 (TH 19=014) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the City Engineer and attached and incorporated into this Agreement.

2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. **Direction, Supervision, and Inspection of Construction.**
 - A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and except as provided below, perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
 - B. **Construction Engineering and Inspection by the City.** The City will assign its City Engineer or other registered professional engineer to perform construction engineering in connection with the water main and sanitary sewer construction. The engineer so assigned will act under the supervision and direction of the State and be responsible for construction inspection, construction staking and surveying, and associated documentation for said construction. The construction will be performed according to the Project Plans and recognized and accepted practices and procedures as set forth in various State manuals, including Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction". The City will furnish other personnel, services,

supplies, and equipment needed to properly carry on the construction.

- i. **Documentation of Construction Costs.** At regular intervals after the State's contractor has started the water main and sanitary sewer construction, the City will prepare partial estimates of the construction costs according to the terms of the construction contract and immediately submit the partial estimates to the State. The City will also prepare the final estimate data for said construction and submit the final estimate to the State. Quantities listed on the partial and final estimates will be documented according to guidelines in the applicable documentation manual.
- ii. **Final Inspection of Construction.** Upon completion of the water main and sanitary sewer construction, the City will advise the State whether or not said construction should be accepted by the State as being performed in a satisfactory manner. If the City recommends that the State not accept the construction, then the City will, as part of their recommendation, identify the specific defects in the construction and the reasons why it should not be accepted. Any recommendations made by the City are not binding on the State. The State will determine, after considering the City's recommendations, whether or not the construction has been properly performed and whether to accept or reject it.
- iii. **Inspection of Other City Participation Construction.** The remainder of the City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.

2.3. **Plan Changes, Additional Construction, Etc.**

- A. The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda and change orders to the construction contract that will affect the City participation construction covered under this Agreement.
- B. The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by a written exchange with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.5. **Permits.**

- A. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).

- B. The City will submit to the Minnesota Pollution Control Agency the plans and specifications for the construction or reconstruction of its sanitary sewer facilities to be performed under the construction contract and obtain, under Minnesota Statutes § 115.07 or Minnesota Rules 7001.1030, subpart 2C, either a permit or written waiver from that agency for that construction or reconstruction. The City is advised that under Minnesota Rules 7001.1040, a written application for the permit or waiver must be submitted to the Minnesota Pollution Control Agency at least 180 days before the planned date of the sanitary sewer facility construction or reconstruction.

2.6. Utility Adjustments. Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State:

3.1. Roundabout on TH 19.

- A. **Roundabout Approaches.** Maintenance of 2nd Street and Country Club Drive approaches up to the curb line of the outer circle of the TH 19 roundabout. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted City maintenance practices.
- B. **Roundabout Circle.** Maintenance of the roundabout circle on TH 19 at 2nd Street and Country Club Drive. The State and City will provide for snow, ice and debris removal of the roadway portion of the roundabout circle in conjunction with ongoing maintenance activities of their respective roadway approaches to the roundabout circle. The State will provide for resurfacing, seal coating, and any other maintenance activities necessary to perpetuate the roadway portion of the roundabout circle in a safe and usable condition.
- C. **Roundabout Landscaping.** Maintenance of any landscaping in the TH 19 at 2nd Street and Country Club Drive roundabout. Maintenance includes but is not limited to, vegetation control, litter and debris removal, removal and replacement of all dead or diseased plantings, and any other maintenance activities necessary to perpetuate the landscaping in a safe, usable, and aesthetically acceptable condition.

3.2. Community Entrance Monument. Maintenance and ownership of the Community Entrance Monument construction located in the TH 19 at 2nd Street and County Club Drive roundabout center. Maintenance includes graffiti removal and any other maintenance activities necessary to perpetuate the monument in a safe, usable, and aesthetically acceptable condition.

3.3. Storm Sewers. Routine maintenance of any storm sewer facilities construction, including the water quality baffles. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.

3.4. Municipal Utilities. Maintenance of any municipal-owned utilities construction, without cost or expense to the State.

- 3.5. Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 3.6. Lighting.** Maintenance and ownership of any lighting facilities construction, except for lighting on Bridge No. 5151 and No. 5083. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pull boxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates, and painting of poles and other equipment. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.
- 3.7. Bridge Lighting.** Maintenance of Bridge No. 5151 and No. 5083 lighting facilities. Maintenance of electrical lighting systems includes everything within the system that is outside of the bridge abutments and Gopher State One Call locates up to the bridge abutments. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the bridge lighting facilities.
- 3.8. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

4. Pedestrian Crosswalk Flasher System Power, Ownership, Operation, Maintenance and Compliance

Power, ownership, operation, maintenance, and compliance responsibilities will be as follows for the new Pedestrian Crosswalk Flasher Systems on TH 19 between High Street and Whitney Street, and on TH 19 between Lyon Street and Redwood Street:

- 4.1. Power.** The flasher systems are solar powered and will have no upfront hookup or ongoing power costs. If the systems are replaced in the future, any upfront and/or ongoing costs associated with providing power to the systems are the responsibility of the City. The City will own and be responsible for the solar panel to operate the flasher systems.
- 4.2. Ownership, Operation and Maintenance.** Upon completion of this project, the City will own the Pedestrian Crosswalk Flasher Systems. The City will operate and maintain the Pedestrian Crosswalk Flasher Systems, perform all Gopher State One Call locating, and be responsible for future system replacement, all at the City's cost and expense. The maintenance includes, but is not limited to: snow, ice, and debris removal of the pedestrian landings and ramps, associated signing, crosswalk pavement markings, solar panel cleaning/replacement, battery replacement, and lighting without cost or expense to the State. The City will perform all system maintenance in a timely manner.
- 4.3. Compliance.** The City will also be responsible for replacement or upgrades to meet compliance of current and future ADA requirements without cost or expense to the State. If the City fails to comply with the

maintenance terms or ADA requirements, or if a safety issue develops, the State may require the City to remove the Pedestrian Crosswalk Flasher Systems or the State may remove it at the City's cost.

- 4.4. Right-of-Way Access.** The City will submit to the State form "Application for Miscellaneous Work on Trunk Highway Right-of-Way" (Form 1723) in order to perform TH 19 pedestrian crosswalk marking maintenance as described in Article 4.2.
- 4.5. Related Agreement.** This Agreement will supersede and terminate Agreement No. 1049268, dated March 3, 2022, between the parties.

5. Signal Systems and Emergency Vehicle Preemption Systems Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal Systems and Emergency Vehicle Preemption (EVP) Systems on TH 19 at Saratoga Street, on TH 19 at Main Street/TH 68/TH 59, on TH 19/TH 68 at Bruce Street, and for the Interconnect on TH 19 from Saratoga Street to Bruce Street.

5.1. City Responsibilities.

- A. Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles and will pay all monthly electrical service expenses necessary to operate the Signal Systems, EVP Systems, and Interconnect.
- B. Minor Signal System Maintenance.** The City will provide for the following, without cost to the State.
- i. Maintain the signal pole mounted Light-emitting Diode (LED) luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended American Association of State Highway and Transportation Officials (AASHTO) levels for the installation.
 - ii. Replace the Signal Systems LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
 - iii. Clean the Signal Systems controller cabinet and service cabinet exteriors.
 - iv. Clean and, where applicable, paint the Signal Systems, and luminaire mast arm extensions. Painting will be in accordance with MnDOT Standard Specification 2565.3U, unless approved by the State's District Traffic Engineer.
 - v. Paint and maintain the cross-street pedestrian crosswalk markings.
 - vi. Reimburse the State for the costs associated with battery replacement, if any, for the battery backup system which includes battery purchase, installation, and disposal.

5.2. State Responsibilities.

- A. Interconnect; Timing; Other Maintenance.** The State will maintain the Interconnect and signing, and perform all other Signal System, Accessible Pedestrian Signals (APS), and signal pole luminaire circuit maintenance without cost to the City. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
- B. Battery Backup and Replacement Batteries.** Perform all tasks associated with battery replacement for the battery backup system, which includes battery purchase, installation, and disposal, and maintain the remainder of the battery backup system and invoice the City 100% of the costs associated with this work.

- C. *EVP Systems Operation.*** The EVP Systems will be installed, operated, maintained, and removed according to the following conditions and requirements:
- i. All maintenance of the EVP Systems must be done by State forces.
 - ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
 - iii. Malfunction of the EVP Systems must be reported to the State immediately.
 - iv. In the event the EVP Systems or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City receives written notice from the State, the State may remove the EVP Systems. Upon removal of the EVP Systems pursuant to this Paragraph, all of its parts and components become the property of the State.
 - v. All timing of the EVP Systems will be determined by the State.

5.3. *Right-of-Way Access.* Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.

5.4. *Related Agreements.* This Agreement will supersede and terminate the operation and maintenance terms of Agreement No. 56291, dated November 14, 1969, between the State, the City, and Lyon County for the intersection of TH 19 at Saratoga Street.

This Agreement will supersede and terminate Agreement No. 63491M, dated July 22, 1986, between the parties for the intersection of TH 19 at Main Street/TH 68/TH 59.

This Agreement will supersede and terminate Agreement No. 69427, dated June 16, 1992, between the parties, for the intersection of TH 19/TH 68 at Bruce Street.

6. Basis of City Cost

6.1. *Schedule "I".* The Preliminary Schedule "I" includes anticipated City participation construction items, State Furnished Materials lump sum amounts and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

6.2. *City Participation Construction.* The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for mobilization, field office, and traffic control. It is anticipated that Federal aid funding will be available to the City as defined below. The City may be billed for the match of their cost participation as shown on the Schedule "I". City costs will include an amount equal to all anticipated Federal aid funding not applied to the federally eligible City participation construction.

A. 100 Percent will be the City's rate of cost participation in all of the SP 139-010-016 roundabout construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 2 through No. 4 of the Preliminary Schedule "I". RAISE Federal aid funds will be applied at a rate of 100 Percent up to the capped amount. The RAISE Federal aid funds are capped at **\$1,004,234.00** and may be modified at the time of award.

B. 100 Percent will be the City's rate of cost participation in all of the SP 139-122-007 County Club Drive construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 5 through No. 7 of the Preliminary Schedule "I". RAISE Federal aid funds will be applied at a

rate of 100 Percent up to the capped amount. The RAISE Federal aid funds are capped at **\$308,000.00** and may be modified at the time of award. STBG Federal aid funds will be applied at a rate of 80 Percent up to the capped amount. STBG Federal aid funds are capped at **\$183,832.00** and may be modified at the time of award.

- C. 100 Percent will be the City's rate of cost participation in all of the SP 139-111-007 Signal System "A" construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 8 of the Preliminary Schedule "I". RAISE Federal aid funds will be applied at a rate of 100 Percent up to the capped amount. The RAISE Federal aid funds are capped at **\$205,000.00** and may be modified at the time of award. STBG Federal aid funds will be applied at a rate of 80 Percent up to the capped amount. STBG Federal aid funds are capped at **\$23,832.00** and may be modified at the time of award.
 - D. 100 Percent will be the City's rate of cost participation in all of the SP 139-107-009 South Bruce Street construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 9 and No. 10 of the Preliminary Schedule "I". RAISE Federal aid funds will be applied at a rate of 100 Percent up to the capped amount. The RAISE Federal aid funds are capped at **\$242,000.00** and may be modified at the time of award. STBG Federal aid funds will be applied at a rate of 80 Percent up to the capped amount. STBG Federal aid funds are capped at **\$293,833.00** and may be modified at the time of award.
 - E. 100 Percent will be the City's rate of cost participation in all of the SP 139-115-005 North Bruce Street construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 11 through No. 13 of the Preliminary Schedule "I". RAISE Federal aid funds will be applied at a rate of 100 Percent up to the capped amount. The RAISE Federal aid funds are capped at **\$386,000.00** and may be modified at the time of award. STBG Federal aid funds will be applied at a rate of 80 Percent up to the capped amount. STBG Federal aid funds are capped at **\$610,000.00** and may be modified at the time of award.
 - F. 100 Percent will be the City's rate of cost participation in all of the SP 4204-40 City utilities construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 14 through No. 16 of the Preliminary Schedule "I".
- 6.3. Parking Lane.** 10 Percent will be the City's bid-based lump sum rate of cost participation in all of the SP 4204-40 and SP 4205-92 parking lane construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 17 of the Preliminary Schedule "I".
- 6.4. State Furnished Materials.** The State will furnish a ATC Cabinet 350, Autoscope System, and Autoscope Cameras ("State Furnished Materials"), according to the Project Plans, for each traffic control signal system (Signal System "A" and Signal System "C") cost share covered under this Agreement. The City's lump sum share for State Furnished Materials is **\$93,822.18**. The City's cost share for State Furnished Materials will be added to the City's total construction cost share as shown in the Schedule "I".
- 6.5. Construction Engineering Costs.** The City will pay a construction engineering charge equal to 4 percent of the total water main and sanitary sewer City participation construction covered under Article 6.2.F. The City will pay a construction engineering charge equal to 8 percent of the remainder of the City participation construction covered under this Agreement.
- 6.6. Plan Changes, Additional Construction, Etc.** The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

- 6.7. Liquidated Damages.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

7. City Cost and Payment by the City

- 7.1. City Cost. \$8,187,985.80** is the City's estimated share of the costs of the contract construction and State Furnished Materials, including Federal aid, and the construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 7.2. Conditions of Payment.** The City will pay the State the City's total estimated construction and construction engineering cost share, minus anticipated City Federal aid, as shown in the Revised Schedule "I", after the following conditions have been met:
- A.** Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
 - B.** The City's receipt of a written request from the State for the advancement of funds.
- 7.3. Acceptance of the City's Cost and Completed Construction.** The computation by the State of the amount due from the City will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.
- 7.4. Final Payment by the City.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor and determination by the Federal Highway Administration of the amount of its reimbursement to the State, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities, and include all City participation construction items and the construction engineering cost share covered under this Agreement. The Final Schedule "I" may also include City costs in an amount equal to all Federal aid funding not applied to the federally eligible City participation construction, State Furnished Materials, and associated construction engineering. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

8. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

8.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 E-Mail: malaki.ruranika@state.mn.us

8.2. The City's Authorized Representative will be:

Name, Title: Jason Anderson, City Engineer (or successor)
 Address: 344 West Main Street, Marshall, MN 56258
 Telephone: (507) 537-6773
 E-Mail: jason.anderson@ci.marshall.mn.us

9. Assignment; Amendments; Waiver; Contract Complete

- 9.1. *Assignment.*** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City from contracting with a third-party to perform City maintenance responsibilities covered under this Agreement.
- 9.2. *Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 9.3. *Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 9.4. *Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

10. Liability; Worker Compensation Claims

- 10.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 10.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

11. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

12. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

13. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

14. Telecommunications Certification

By signing this agreement, the City certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, the City will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The City will include this certification as a flow down clause in any contract related to this agreement.

15. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. Termination; Suspension

16.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

16.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

16.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

17. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance) if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

CITY OF MARSHALL

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"

Agreement No. 1056297

City of Marshall

SP 4204-40 (TH 19=014), SP 4205-92

Preliminary: October 4, 2024

SP 139-010-016, SP 139-122-007, SP 139-111-007, SP 139-107-009, SP 139-115-005

Fed. Proj. NHPP-RAISE-STBG-CRP 0019(306)

Grading, concrete and bituminous surfacing, signals, lighting, ADA improvements, EV charging station, and Bridge No. 5083 construction to start approximately 2025 under State Contract No. ____ with ____

located on TH 19 from 700 feet east of Channel Parkway to Bruce Street

CITY COST PARTICIPATION					
	TOTALS	No Federal Aid	STBG Match	STBG	RAISE
			20 Percent	80 Percent	100 Percent
Roadway					
SP 139-010-016 Roundabout (From Sheet No. 4)		0.00			776,699.68
SP 139-122-007 Country Club Drive (From Sheet No. 7)		0.00	45,039.65	180,158.62	308,000.00
SP 139-111-007 Signal System "A" (From Sheet No. 8)		0.00	3,321.00	13,284.00	205,000.00
SP 139-107-009 South Bruce Street (From Sheet No. 10)		0.00	67,529.31	270,117.23	242,000.00
SP 139-115-005 North Bruce Street (From Sheet No. 13)		0.00	146,090.06	584,360.23	386,000.00
SP 4204-40 City Utilities (State Inspection) (From Sheet No. 16)		1,101,280.61			
SP 4204-40, SP 4205-92 Parking Lane (Lump Sum on Bid) (From Sheet No. 17)		1,693.25			
State Furnished Materials (Lump Sum) (From Sheet No. 18)		93,822.18			
Roadway Construction Subtotals	\$4,424,395.83	1,196,796.05	261,980.02	1,047,920.08	1,917,699.68
Construction Engineering (8%)	\$353,951.67	353,951.67			
Utilities					
SP 4204-40 City Utilities (City Inspection) (From Sheet No. 16)		3,278,498.38			
Utility Construction Subtotals	\$3,278,498.38	\$3,278,498.38			
Construction Engineering (4%)	\$131,139.94	131,139.94			
Totals					
(1) Total City Obligation	\$8,187,985.80				
Total Anticipated Federal Aid	(\$2,965,619.76)				
(2) Total City Obligation minus Anticipated Federal Aid	\$5,222,366.04				

(1) Amount of total City obligation as described in Article 7.1 of the Agreement (estimated amount)

(2) Amount of advance payment as described in Article 7.2 of the Agreement (estimated amount)

(P) = PLAN QUANTITY

ITEM NUMBER	SP 139-010-016 ROUNDBOUT WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.03	1,640,000.00	49,200.00
2031.502	FIELD OFFICE	EACH	0.03	20,500.00	615.00
2101.502	CLEARING	EACH	4.00	410.00	1,640.00
2101.502	GRUBBING	EACH	4.00	358.75	1,435.00
2104.502	REMOVE SIGN	EACH	2.00	61.50	123.00
2104.502	REMOVE SIGNAL SYSTEM D	EACH	0.25	14,350.00	3,587.50
2104.502	REMOVE SIGNAL SYSTEM E	EACH	0.50	14,350.00	7,175.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	50.00	4.10	205.00
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	180.00	2.05	369.00
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	180.00	12.30	2,214.00
2104.503	REMOVE CURB & GUTTER	LIN FT	470.00	5.13	2,408.75
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	60.00	13.33	799.50
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	310.00	7.18	2,224.25
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	780.00	5.43	4,237.35
2104.518	REMOVE CONCRETE WALK	SQ FT	1,160.00	1.13	1,307.90
2105.607	COMMON BORROW SPECIAL (CV)	CU YD	25.00	41.00	1,025.00
2106.507	EXCAVATION - COMMON (P)	CU YD	1,335.00	13.33	17,788.88
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	903.00	23.58	21,288.23
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	194.00	10.25	1,988.50
2106.607	EXCAVATION SPECIAL	CU YD	149.00	10.25	1,527.25
2106.609	HAUL & DISPOSE OF CONTAMINATED MATERIAL	TON	194.00	51.25	9,942.50
2108.504	GEOTEXTILE FABRIC TYPE 10	SQ YD	910.00	4.51	4,104.10
2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	208.00	36.90	7,675.20
2301.502	DOWEL BAR	EACH	370.00	11.28	4,171.75
2301.504	CONCRETE PAVEMENT 8.0"	SQ YD	690.00	71.75	49,507.50
2301.508	SUPPLEMENTAL PAVEMENT REINFORCEMENT	POUND	2,480.00	1.85	4,575.60
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	70.00	117.88	8,251.25
2451.607	ANTI-SEEP COLLAR	CU YD	13.00	358.75	4,663.75
2502.503	4" PERF TP PIPE DRAIN	LIN FT	272.00	14.35	3,903.20
2503.503	15" RC PIPE SEWER DES 3006 CL V	LIN FT	41.00	92.25	3,782.25
2503.503	45" SPAN RC ELLIPTICAL PIPE SEWER HE CLASS III	LIN FT	123.00	615.00	75,645.00
2503.503	76" SPAN RC ELLIPTICAL PIPE SEWER HE CLASS III	LIN FT	124.00	1,025.00	127,100.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1.00	1,537.50	1,537.50
2503.604	4" INSULATION	SQ YD	14.00	51.25	717.50

(P) = PLAN QUANTITY

ITEM NUMBER	SP 139-010-016 ROUNDBOUT WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2506.502	CASTING ASSEMBLY	EACH	5.00	1,127.50	5,637.50
2506.503	CONST DRAINAGE STRUCTURE DESIGN N	LIN FT	3.70	615.00	2,275.50
2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-72	LIN FT	9.80	1,845.00	18,081.00
2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-108	LIN FT	7.10	3,895.00	27,654.50
2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-120	LIN FT	6.40	4,612.50	29,520.00
2521.518	6" CONCRETE WALK	SQ FT	1,554.00	9.23	14,335.65
2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	43.00	17.43	749.28
2521.618	CONCRETE CURB RAMP WALK	SQ FT	535.00	17.43	9,322.38
2531.503	CONCRETE CURB & GUTTER DESIGN B424	LIN FT	54.00	26.65	1,439.10
2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	18.00	41.00	738.00
2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	294.00	30.75	9,040.50
2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	170.00	107.63	18,296.25
2531.603	CONCRETE CURB & GUTTER	LIN FT	79.00	38.95	3,077.05
2531.604	6" CONCRETE VALLEY GUTTER	SQ YD	17.00	179.38	3,049.38
2531.618	TRUNCATED DOMES	SQ FT	60.00	61.50	3,690.00
2545.501	LIGHTING SYSTEM	LUMP SUM	0.33	538,405.59	177,673.84
2563.601	TRAFFIC CONTROL	LUMP SUM	0.03	410,000.00	12,300.00
2564.602	DELINEATOR / MARKER PANEL	EACH	1.00	112.75	112.75
2564.618	SIGN	SQ FT	29.00	61.50	1,783.50
2572.503	TEMPORARY FENCE	LIN FT	80.00	3.38	270.60
2573.502	STORM DRAIN INLET PROTECTION	EACH	5.00	181.43	907.13
2574.505	SUBSOILING	ACRE	0.10	225.50	22.55
2574.505	SOIL BED PREPARATION	ACRE	0.30	183.37	55.01
2574.508	FERTILIZER TYPE 3	POUND	70.00	0.72	50.23
2575.505	SEEDING	ACRE	0.20	307.50	61.50
2575.505	MOWING	ACRE	0.40	57.40	22.96
2575.505	WEED SPRAYING	ACRE	0.10	194.75	19.48
2575.506	WEED SPRAY MIXTURE	GALLON	0.10	88.15	8.82
2575.508	SEED MIXTURE 25-131	POUND	50.00	5.33	266.50
2575.508	HYDRAULIC BONDED FIBER MATRIX	POUND	700.00	1.18	825.13
2582.503	MOBILE RETROREFLECTOMETER MEASUREMENTS	LIN FT	704.00	0.02	14.43
2582.503	6" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	122.00	2.26	275.11
2582.503	24" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	16.00	19.48	311.60
2582.503	12" DOTTED LINE MULTI COMP GR IN (WR)	LIN FT	24.00	19.48	467.40

(1) 100% FEDERAL RAISE (CAPPED), BALANCE 100% CITY

1056297

(P) = PLAN QUANTITY

ITEM NUMBER	SP 139-010-016 ROUNDAABOUT WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2582.503	4" DBLE SOLID LINE MULTI COMP GR IN (WR)	LIN FT	267.00	1.95	519.98
2582.518	PAVT MSSG PREF THERMO GR IN CONT	SQ FT	111.00	34.85	3,868.35
2582.518	CROSSWALK PREF THERMO GR IN CONT ESR	SQ FT	144.00	18.45	2,656.80
2582.601	WET RETROREFLECTOMETER MEASUREMENTS	LUMP SUM	0.10	5,637.50	563.75
				TOTAL	\$776,699.68
		(1) 100% RAISE	\$776,699.68	(capped at \$1,004,234.00)	
		BALANCE CITY	\$0.00		

(P) = PLAN QUANTITY

ITEM NUMBER	SP 139-122-007 COUNTRY CLUB DRIVE WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2021.501	MOBILIZATION	LUMP SUM	0.02	1,640,000.00	32,800.00
2031.502	FIELD OFFICE	EACH	0.02	20,500.00	410.00
2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	3.00	635.50	1,906.50
2104.502	REMOVE SIGN	EACH	1.00	61.50	61.50
2104.502	REMOVE SIGNAL SYSTEM D	EACH	0.25	14,350.00	3,587.50
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	60.00	4.10	246.00
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	70.00	2.05	143.50
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	300.00	12.30	3,690.00
2104.503	REMOVE CURB & GUTTER	LIN FT	540.00	5.13	2,767.50
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	230.00	13.33	3,064.75
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	980.00	5.43	5,323.85
2104.518	REMOVE CONCRETE WALK	SQ FT	600.00	1.13	676.50
2106.507	EXCAVATION - COMMON (P)	CU YD	560.00	13.33	7,462.00
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	866.00	23.58	20,415.95
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	327.00	10.25	3,351.75
2106.607	EXCAVATION SPECIAL	CU YD	451.00	10.25	4,622.75
2106.609	HAUL & DISPOSE OF CONTAMINATED MATERIAL	TON	586.00	51.25	30,032.50
2108.504	GEOTEXTILE FABRIC TYPE 10	SQ YD	980.00	4.51	4,419.80
2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	212.00	36.90	7,822.80
2301.502	DOWEL BAR	EACH	390.00	11.28	4,397.25
2301.504	CONCRETE PAVEMENT 8.0"	SQ YD	730.00	71.75	52,377.50
2301.508	SUPPLEMENTAL PAVEMENT REINFORCEMENT	POUND	2,160.00	1.85	3,985.20
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	20.00	117.88	2,357.50
2502.503	4" PERF TP PIPE DRAIN	LIN FT	325.00	14.35	4,663.75
2503.503	58" SPAN RC PIPE-ARCH SEWER CL IIA	LIN FT	53.00	533.00	28,249.00
2503.503	73" SPAN RC PIPE-ARCH SEWER CL IIA	LIN FT	156.00	717.50	111,930.00
2503.503	15" RC PIPE SEWER DES 3006 CL V	LIN FT	32.00	92.25	2,952.00
2503.503	30" RC PIPE SEWER DES 3006 CL III	LIN FT	12.00	194.75	2,337.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	2.00	1,537.50	3,075.00
2506.502	CASTING ASSEMBLY	EACH	5.00	1,127.50	5,637.50
2506.503	CONST DRAINAGE STRUCTURE DESIGN N	LIN FT	3.70	615.00	2,275.50
2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-84	LIN FT	10.80	2,255.00	24,354.00
2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-120	LIN FT	6.30	4,612.50	29,058.75
2506.503	CONST DRAINAGE STRUCTURE DES 54-4020	LIN FT	6.20	1,076.25	6,672.75

(P) = PLAN QUANTITY

ITEM NUMBER	SP 139-122-007 COUNTRY CLUB DRIVE WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2521.518	6" CONCRETE WALK	SQ FT	2,563.00	9.23	23,643.68
2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	61.00	17.43	1,062.93
2521.618	CONCRETE CURB RAMP WALK	SQ FT	595.00	17.43	10,367.88
2531.503	CONCRETE CURB & GUTTER DESIGN B424	LIN FT	62.00	26.65	1,652.30
2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	408.00	30.75	12,546.00
2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	212.00	107.63	22,816.50
2531.603	CONCRETE CURB & GUTTER	LIN FT	97.00	38.95	3,778.15
2531.604	6" CONCRETE VALLEY GUTTER	SQ YD	6.00	179.38	1,076.25
2531.618	TRUNCATED DOMES	SQ FT	86.00	61.50	5,289.00
2545.501	LIGHTING SYSTEM	LUMP SUM	0.02	538,405.59	10,768.11
2563.601	TRAFFIC CONTROL	LUMP SUM	0.02	410,000.00	8,200.00
2564.602	DELINEATOR / MARKER PANEL	EACH	1.00	112.75	112.75
2564.618	SIGN	SQ FT	35.00	61.50	2,152.50
2572.503	TEMPORARY FENCE	LIN FT	120.00	3.38	405.90
2573.502	STORM DRAIN INLET PROTECTION	EACH	7.00	181.43	1,269.98
2574.505	SUBSOILING	ACRE	0.20	225.50	45.10
2574.505	SOIL BED PREPARATION	ACRE	0.60	183.37	110.02
2574.508	FERTILIZER TYPE 3	POUND	140.00	0.72	100.45
2575.505	SEEDING	ACRE	0.40	307.50	123.00
2575.505	MOWING	ACRE	0.80	57.40	45.92
2575.505	WEED SPRAYING	ACRE	0.20	194.75	38.95
2575.506	WEED SPRAY MIXTURE	GALLON	0.10	88.15	8.82
2575.508	SEED MIXTURE 25-131	POUND	90.00	5.33	479.70
2575.508	HYDRAULIC BONDED FIBER MATRIX	POUND	1,400.00	1.18	1,650.25
2582.503	MOBILE RETROREFLECTOMETER MEASUREMENTS	LIN FT	898.00	0.02	18.41
2582.503	6" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	284.00	2.26	640.42
2582.503	24" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	7.00	19.48	136.33
2582.503	12" DOTTED LINE MULTI COMP GR IN (WR)	LIN FT	24.00	19.48	467.40
2582.503	4" DBLE SOLID LINE MULTI COMP GR IN (WR)	LIN FT	283.00	1.95	551.14
	-The remainder of this page has been intentionally left blank-				

(2) 100% FEDERAL RAISE (CAPPED), THEN 80% FEDERAL STBG, 20% CITY (CAPPED), BALANCE 100% CITY

1056297

(P) = PLAN QUANTITY

ITEM NUMBER	SP 139-122-007 COUNTRY CLUB DRIVE WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2582.518	PAVT MSSG PREF THERMO GR IN CONT	SQ FT	110.64	34.85	3,855.80
2582.518	CROSSWALK PREF THERMO GR IN CONT ESR	SQ FT	144.00	18.45	2,656.80
TOTAL					\$533,198.27
(2) 100% RAISE		\$308,000.00	(capped at \$308,000.00)		
CITY STBG		\$225,198.27	(capped at \$229,790.00)		
80% STBG		\$180,158.62	(capped at \$183,832.00)		
20% CITY		\$45,039.65	(capped at \$45,958.00)		
BALANCE CITY		\$0.00			

(P) = PLAN QUANTITY

ITEM NUMBER	SP 139-107-009 SOUTH BRUCE STREET WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (4)
2021.501	MOBILIZATION	LUMP SUM	0.02	1,640,000.00	32,800.00
2031.502	FIELD OFFICE	EACH	0.02	20,500.00	410.00
2102.503	PAVEMENT MARKING REMOVAL	LIN FT	140.00	0.92	129.15
2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	2.00	635.50	1,271.00
2104.502	REMOVE SIGN	EACH	3.00	61.50	184.50
2104.502	REMOVE SIGNAL SYSTEM C	EACH	0.25	14,350.00	3,587.50
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	80.00	2.05	164.00
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	50.00	12.30	615.00
2104.503	REMOVE CURB & GUTTER	LIN FT	360.00	5.13	1,845.00
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	40.00	7.18	287.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	690.00	5.43	3,748.43
2104.518	REMOVE CONCRETE WALK	SQ FT	40.00	1.13	45.10
2106.507	EXCAVATION - COMMON (P)	CU YD	689.00	13.33	9,180.93
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	489.00	23.58	11,528.18
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	28.00	10.25	287.00
2108.504	GEOTEXTILE FABRIC TYPE 10	SQ YD	800.00	4.51	3,608.00
2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	97.00	36.90	3,579.30
2301.502	DOWEL BAR	EACH	370.00	11.28	4,171.75
2301.504	CONCRETE PAVEMENT 8.0"	SQ YD	690.00	71.75	49,507.50
2301.508	SUPPLEMENTAL PAVEMENT REINFORCEMENT	POUND	320.00	1.85	590.40
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	10.00	117.88	1,178.75
2502.503	4" PERF TP PIPE DRAIN	LIN FT	317.00	14.35	4,548.95
2503.503	15" RC PIPE SEWER DES 3006 CL V	LIN FT	40.00	92.25	3,690.00
2503.503	18" RC PIPE SEWER DES 3006 CL III	LIN FT	13.00	107.63	1,399.13
2503.503	72" RC PIPE SEWER DES 3006 CL III	LIN FT	230.00	717.50	165,025.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	2.00	1,537.50	3,075.00
2503.604	4" INSULATION	SQ YD	7.00	51.25	358.75
2506.502	CASTING ASSEMBLY	EACH	5.00	1,127.50	5,637.50
2506.503	CONST DRAINAGE STRUCTURE DESIGN N	LIN FT	7.50	615.00	4,612.50
2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	4.50	676.50	3,044.25
2506.503	CONST DRAINAGE STRUCTURE DES 108-4020	LIN FT	34.30	3,587.50	123,051.25
2521.518	6" CONCRETE WALK	SQ FT	41.00	9.23	378.23
2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	14.00	17.43	243.95
2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	270.00	41.00	11,070.00

(4) 100% FEDERAL RAISE (CAPPED), THEN 80% FEDERAL STBG, 20% CITY (CAPPED), BALANCE 100% CITY

1056297

(P) = PLAN QUANTITY

ITEM NUMBER	SP 139-107-009 SOUTH BRUCE STREET WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (4)
2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	93.00	30.75	2,859.75
2531.604	6" CONCRETE VALLEY GUTTER	SQ YD	13.00	179.38	2,331.88
2563.601	TRAFFIC CONTROL	LUMP SUM	0.02	410,000.00	8,200.00
2564.618	SIGN	SQ FT	11.00	61.50	676.50
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM C	LUMP SUM	0.25	10,250.00	2,562.50
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM C	SYSTEM	0.25	408,975.00	102,243.75
2572.503	TEMPORARY FENCE	LIN FT	200.00	3.38	676.50
2572.503	CLEAN ROOT CUTTING	LIN FT	120.00	5.54	664.20
2573.502	STORM DRAIN INLET PROTECTION	EACH	8.00	181.43	1,451.40
2574.505	SUBSOILING	ACRE	0.10	225.50	22.55
2574.505	SOIL BED PREPARATION	ACRE	0.20	183.37	36.67
2574.508	FERTILIZER TYPE 3	POUND	40.00	0.72	28.70
2575.505	SEEDING	ACRE	0.10	307.50	30.75
2575.505	MOWING	ACRE	0.20	57.40	11.48
2575.505	WEED SPRAYING	ACRE	0.10	194.75	19.48
2575.506	WEED SPRAY MIXTURE	GALLON	0.10	88.15	8.82
2575.508	SEED MIXTURE 25-131	POUND	30.00	5.33	159.90
2575.508	HYDRAULIC BONDED FIBER MATRIX	POUND	350.00	1.18	412.56
2582.503	MOBILE RETROREFLECTOMETER MEASUREMENTS	LIN FT	1,087.00	0.02	22.28
2582.503	4" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	173.00	0.92	159.59
2582.503	24" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	34.00	19.48	662.15
2582.503	4" DBLE SOLID LINE MULTI COMP GR IN (WR)	LIN FT	457.00	1.95	890.01
2582.518	PAVT MSSG PREF THERMO GR IN CONT	SQ FT	19.00	34.85	662.15
				TOTAL	\$579,646.54
		(4) 100% RAISE	\$242,000.00	(capped at \$242,000.00)	
		CITY STBG	\$337,646.54	(capped at \$367,291.00)	
		80% STBG	\$270,117.23	(capped at \$293,833.00)	
		20% CITY	\$67,529.31	(capped at \$73,458.00)	
		BALANCE CITY	\$0.00		

(P) = PLAN QUANTITY

ITEM NUMBER	SP 139-115-005 NORTH BRUCE STREET WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (5)
2021.501	MOBILIZATION	LUMP SUM	0.04	1,640,000.00	65,600.00
2031.502	FIELD OFFICE	EACH	0.04	20,500.00	820.00
2104.502	REMOVE PIEZOMETER	EACH	1.00	584.25	584.25
2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	4.00	635.50	2,542.00
2104.502	REMOVE DROP INLET	EACH	1.00	307.50	307.50
2104.502	REMOVE SIGN	EACH	1.00	61.50	61.50
2104.502	REMOVE SIGNAL SYSTEM C	EACH	0.25	14,350.00	3,587.50
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	70.00	4.10	287.00
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	140.00	2.05	287.00
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	760.00	12.30	9,348.00
2104.503	REMOVE CURB & GUTTER	LIN FT	750.00	5.13	3,843.75
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	210.00	13.33	2,798.25
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	50.00	7.18	358.75
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	1,470.00	5.43	7,985.78
2104.518	REMOVE CONCRETE WALK	SQ FT	1,540.00	1.13	1,736.35
2104.602	REMOVE MISCELLANEOUS STRUCTURES	EACH	1.00	2,460.00	2,460.00
2106.507	EXCAVATION - COMMON (P)	CU YD	1,860.00	13.33	24,784.50
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	1,299.00	23.58	30,623.93
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	133.00	10.25	1,363.25
2106.601	CONTAMINATED GROUNDWATER TREATMENT SYSTEM	LUMP SUM	0.10	543,250.00	54,325.00
2108.504	GEOTEXTILE FABRIC TYPE 10	SQ YD	1,640.00	4.51	7,396.40
2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	277.00	36.90	10,221.30
2301.502	DOWEL BAR	EACH	720.00	11.28	8,118.00
2301.504	CONCRETE PAVEMENT 8.0"	SQ YD	1,420.00	71.75	101,885.00
2301.508	SUPPLEMENTAL PAVEMENT REINFORCEMENT	POUND	3,750.00	1.85	6,918.75
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	30.00	117.88	3,536.25
2502.503	4" PERF TP PIPE DRAIN	LIN FT	632.00	14.35	9,069.20
2503.503	15" CS PIPE SEWER	LIN FT	4.00	82.00	328.00
2503.503	15" RC PIPE SEWER DES 3006 CL V	LIN FT	28.00	92.25	2,583.00
2503.503	36" RC PIPE SEWER DES 3006	LIN FT	58.00	230.63	13,376.25
2503.503	72" RC PIPE SEWER DES 3006 CL II	LIN FT	191.00	717.50	137,042.50
2503.503	84" RC PIPE SEWER DES 3006 CL II	LIN FT	40.00	1,383.75	55,350.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	4.00	1,537.50	6,150.00
2506.502	CASTING ASSEMBLY	EACH	13.00	1,127.50	14,657.50

(P) = PLAN QUANTITY

ITEM NUMBER	SP 139-115-005 NORTH BRUCE STREET WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (5)
2506.503	CONST DRAINAGE STRUCTURE DESIGN I	LIN FT	7.60	717.50	5,453.00
2506.503	CONST DRAINAGE STRUCTURE DESIGN N	LIN FT	7.40	615.00	4,551.00
2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	LIN FT	10.30	1,332.50	13,724.75
2506.503	CONST DRAINAGE STRUCTURE DES 66-4020	LIN FT	9.90	1,435.00	14,206.50
2506.503	CONST DRAINAGE STRUCTURE DES 96-4020	LIN FT	11.80	2,357.50	27,818.50
2506.503	CONST DRAINAGE STRUCTURE DES 108-4020	LIN FT	12.50	3,587.50	44,843.75
2506.503	CONST DRAINAGE STRUCTURE DES 144-4020	LIN FT	33.50	6,150.00	206,025.00
2506.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	1.00	1,845.00	1,845.00
2521.518	6" CONCRETE WALK	SQ FT	1,751.00	9.23	16,152.98
2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	29.00	17.43	505.33
2521.618	CONCRETE CURB RAMP WALK	SQ FT	71.00	17.43	1,237.18
2531.503	CONCRETE CURB & GUTTER DESIGN B418	LIN FT	167.00	31.78	5,306.43
2531.503	CONCRETE CURB & GUTTER DESIGN B424	LIN FT	1.00	26.65	26.65
2531.503	CONCRETE CURB & GUTTER DESIGN B612	LIN FT	64.00	46.13	2,952.00
2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	446.00	41.00	18,286.00
2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	24.00	30.75	738.00
2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	275.00	107.63	29,596.88
2531.603	CONCRETE SILL	LIN FT	235.00	10.25	2,408.75
2531.603	CONCRETE CURB & GUTTER	LIN FT	19.00	38.95	740.05
2531.618	TRUNCATED DOMES	SQ FT	18.00	61.50	1,107.00
2554.502	GUIDE POST TYPE B	EACH	1.00	102.50	102.50
2563.601	TRAFFIC CONTROL	LUMP SUM	0.04	410,000.00	16,400.00
2564.618	SIGN	SQ FT	8.00	61.50	492.00
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM C	LUMP SUM	0.25	10,250.00	2,562.50
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM C	SYSTEM	0.25	408,975.00	102,243.75
2573.502	STORM DRAIN INLET PROTECTION	EACH	14.00	181.43	2,539.95
2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	190.00	3.18	603.73
2574.505	SUBSOILING	ACRE	0.10	225.50	22.55
2574.505	SOIL BED PREPARATION	ACRE	0.30	183.37	55.01
2574.508	FERTILIZER TYPE 3	POUND	70.00	0.72	50.23
2575.505	SEEDING	ACRE	0.20	307.50	61.50
2575.505	MOWING	ACRE	0.40	57.40	22.96
2575.505	WEED SPRAYING	ACRE	0.10	194.75	19.48
2575.506	WEED SPRAY MIXTURE	GALLON	0.10	88.15	8.82

(5) 100% FEDERAL RAISE (CAPPED), THEN 80% FEDERAL STBG, 20% CITY (CAPPED), BALANCE 100% CITY
(P) = PLAN QUANTITY

1056297

ITEM NUMBER	SP 139-115-005 NORTH BRUCE STREET WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (5)
2575.508	SEED MIXTURE 25-131	POUND	50.00	5.33	266.50
2575.508	HYDRAULIC BONDED FIBER MATRIX	POUND	700.00	1.18	825.13
2582.503	MOBILE RETROREFLECTOMETER MEASUREMENTS	LIN FT	1,016.00	0.02	20.83
2582.503	4" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	48.00	0.92	44.28
2582.503	24" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	33.00	19.48	642.68
2582.503	4" DBLE SOLID LINE MULTI COMP GR IN (WR)	LIN FT	484.00	1.95	942.59
2582.518	PAVT MSSG PREF THERMO GR IN CONT	SQ FT	19.00	34.85	662.15
				TOTAL	\$1,116,450.28
	(5) 100% RAISE	\$386,000.00	(capped at \$386,000.00)		
	CITY STBG	\$730,450.28	(capped at \$762,500.00)		
	80% STBG	\$584,360.23	(capped at \$610,000.00)		
	20% CITY	\$146,090.06	(capped at \$152,500.00)		
	BALANCE CITY	\$0.00			

ITEM NUMBER	SP 4204-40 CITY UTILITIES WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (6)
2021.501	MOBILIZATION	LUMP SUM	0.16	1,640,000.00	262,400.00
2031.502	FIELD OFFICE	EACH	0.16	20,500.00	3,280.00
2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	34.00	635.50	21,607.00
2104.502	* REMOVE HYDRANT	EACH	7.00	512.50	3,587.50
2104.502	SALVAGE FLASHER SYSTEM	EACH	2.00	1,845.00	3,690.00
2104.503	* REMOVE WATER MAIN	LIN FT	7,080.00	20.50	145,140.00
2104.503	* REMOVE SEWER PIPE (SANITARY)	LIN FT	8,710.00	12.30	107,133.00
2104.603	* ABATE ASBESTOS-CONTAINING PIPES	LIN FT	220.00	51.25	11,275.00
2105.607	COMMON BORROW SPECIAL (CV)	CU YD	140.00	41.00	5,740.00
2106.601	* DEWATERING	LUMP SUM	0.70	41,000.00	28,700.00
2106.601	* CONTAMINATED GROUNDWATER TREATMENT SYSTEM	LUMP SUM	0.60	543,250.00	325,950.00
2106.607	EXCAVATION SPECIAL	CU YD	6,061.00	10.25	62,125.25
2106.609	HAUL & DISPOSE OF CONTAMINATED MATERIAL	TON	7,879.00	51.25	403,798.75
2451.607	* ANTI-SEEP COLLAR	CU YD	80.00	358.75	28,700.00
2502.601	* IRRIGATION SYSTEM PROVISION	LUMP SUM	1.00	8,200.00	8,200.00
2503.503	* 4" PVC PIPE SEWER	LIN FT	1,264.00	41.00	51,824.00
2503.503	* 6" PVC PIPE SEWER	LIN FT	696.00	46.13	32,103.00
2503.503	* 8" PVC PIPE SEWER	LIN FT	4,434.00	51.25	227,242.50
2503.503	* 10" PVC PIPE SEWER	LIN FT	95.00	66.63	6,329.38
2503.503	* 12" PVC PIPE SEWER	LIN FT	603.00	76.88	46,355.63
2503.503	* 15" PVC PIPE SEWER	LIN FT	25.00	92.25	2,306.25
2503.503	* 18" PVC PIPE SEWER	LIN FT	230.00	184.50	42,435.00
2503.503	* 21" PVC PIPE SEWER	LIN FT	584.00	230.63	134,685.00
2503.601	* TEMPORARY BYPASS PUMPING	LUMP SUM	1.00	153,750.00	153,750.00
2503.602	* CONNECT TO EXISTING SANITARY SEWER	EACH	42.00	1,947.50	81,795.00
2503.602	* CONNECT TO EXISTING MANHOLES (SAN)	EACH	3.00	1,742.50	5,227.50
2503.602	* CONNECT TO EXISTING SANITARY SEWER SER	EACH	47.00	1,281.25	60,218.75
2503.602	* SEWER RISER	EACH	7.00	1,537.50	10,762.50
2503.602	* PVC WYE	EACH	1.00	205.00	205.00
2503.602	* 8"X4" PVC WYE	EACH	25.00	492.00	12,300.00
2503.602	* 8"X6" PVC WYE	EACH	9.00	440.75	3,966.75
2503.602	* 10"X6" PVC WYE	EACH	1.00	512.50	512.50
2503.602	* 12"X4" PVC WYE	EACH	5.00	922.50	4,612.50
2503.602	* 12"X6" PVC WYE	EACH	1.00	820.00	820.00

ITEM NUMBER	SP 4204-40 CITY UTILITIES WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (6)
2503.602	* 18"X4" PVC WYE	EACH	4.00	2,050.00	8,200.00
2503.603	* PLUG FILL & ABANDON PIPE SEWER	LIN FT	500.00	25.63	12,812.50
2503.603	* 18" STEEL CASING PIPE	LIN FT	16.00	384.38	6,150.00
2503.603	* 20" STEEL CASING PIPE	LIN FT	61.00	420.25	25,635.25
2503.603	* 22" STEEL CASING PIPE	LIN FT	102.00	497.13	50,706.75
2503.603	* 28" STEEL CASING PIPE	LIN FT	16.00	497.13	7,954.00
2503.603	* 36" STEEL CASING PIPE	LIN FT	9.00	522.75	4,704.75
2503.604	* 4" INSULATION	SQ YD	226.00	51.25	11,582.50
2504.601	* TEMPORARY WATER SERVICE	LUMP SUM	1.00	153,750.00	153,750.00
2504.602	* CONNECT TO EXISTING WATER MAIN	EACH	38.00	2,050.00	77,900.00
2504.602	* CONNECT TO EXISTING WATER SERVICE	EACH	30.00	768.75	23,062.50
2504.602	* HYDRANT	EACH	17.00	8,712.50	148,112.50
2504.602	* ADJUST HYDRANT	EACH	3.00	3,485.00	10,455.00
2504.602	* ADJUST VALVE BOX	EACH	20.00	440.75	8,815.00
2504.602	* 6" PIPE PLUG	EACH	3.00	563.75	1,691.25
2504.602	* 8" PIPE PLUG	EACH	1.00	153.75	153.75
2504.602	* 1" CORPORATION STOP	EACH	26.00	768.75	19,987.50
2504.602	* 1.5" CORPORATION STOP	EACH	1.00	625.25	625.25
2504.602	* 4" GATE VALVE & BOX	EACH	2.00	2,726.50	5,453.00
2504.602	* 6" GATE VALVE & BOX	EACH	30.00	3,280.00	98,400.00
2504.602	* 8" GATE VALVE & BOX	EACH	15.00	5,125.00	76,875.00
2504.602	* 10" GATE VALVE & BOX	EACH	3.00	5,637.50	16,912.50
2504.602	* 12" GATE VALVE & BOX	EACH	1.00	6,150.00	6,150.00
2504.602	* 16" GATE VALVE & BOX	EACH	4.00	20,500.00	82,000.00
2504.602	* ADJUST CURB STOP	EACH	11.00	256.25	2,818.75
2504.602	* 1" CURB STOP & BOX	EACH	26.00	1,025.00	26,650.00
2504.602	* 1.5" CURB STOP & BOX	EACH	1.00	1,435.00	1,435.00
2504.603	* 1" TYPE PE PIPE	LIN FT	1,152.00	56.38	64,944.00
2504.603	* 1 1/2" TYPE PE PIPE	LIN FT	27.00	76.88	2,075.63
2504.603	* 4" PVC WATERMAIN	LIN FT	22.00	71.75	1,578.50
2504.603	* 6" PVC WATERMAIN	LIN FT	983.00	76.88	75,568.13
2504.603	* 8" PVC WATERMAIN	LIN FT	3,903.00	87.13	340,048.88
2504.603	* 10" PVC WATERMAIN	LIN FT	1,480.00	102.50	151,700.00
2504.603	* 12" PVC WATERMAIN	LIN FT	13.00	164.00	2,132.00

(6) 100% CITY
(P) = PLAN QUANTITY

* = CITY-PERFORMED CONSTRUCTION ENGINEERING

1056297

ITEM NUMBER	SP 4204-40 CITY UTILITIES WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (6)
2504.603	* 16" PVC WATERMAIN	LIN FT	463.00	184.50	85,423.50
2504.604	* 4" POLYSTYRENE INSULATION	SQ YD	171.00	51.25	8,763.75
2504.608	* WATERMAIN FITTINGS	POUND	5,972.00	15.38	91,819.50
2506.502	* CASTING ASSEMBLY	EACH	26.00	1,127.50	29,315.00
2506.502	ADJUST FRAME & RING CASTING	EACH	8.00	717.50	5,740.00
2506.503	CONST DRAINAGE STRUCTURE DESIGN SPEC 3	LIN FT	220.00	615.00	135,300.00
2545.501	LIGHTING SYSTEM	LUMP SUM	0.11	538,405.59	59,224.61
2563.601	TRAFFIC CONTROL	LUMP SUM	0.16	410,000.00	65,600.00
2565.602	INSTALL FLASHER SYSTEM	EACH	2.00	2,050.00	4,100.00
2565.602	PAINT SIGNAL SYSTEM	EACH	1.00	7,175.00	7,175.00
2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM A	SYSTEM	1.00	46,125.00	46,125.00
2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM B	SYSTEM	1.00	15,375.00	15,375.00
				TOTAL	\$4,379,778.99
	(6)	100% CITY	\$1,101,280.61		
		* 100% CITY	\$3,278,498.38		

ITEM NUMBER	SP 4204-40, SP 4205-92 PARKING LANE WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (7)
	-Lump Sum on Bid-For Information Only-				
2106.507	EXCAVATION - COMMON	CU YD	126.00	13.33	1,679.58
2106.507	SELECT GRANULAR EMBANKMENT (CV)	CU YD	92.00	23.58	2,169.36
2108.504	GEOTEXTILE FABRIC TYPE 10	SQ YD	150.00	4.51	676.50
2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	14.00	36.90	516.60
2301.502	DOWEL BAR	EACH	100.00	11.28	1,128.00
2301.504	CONCRETE PAVEMENT 8.0"	SQ YD	150.00	71.75	10,762.50
				TOTAL	\$16,932.54
				(7) 90% STATE	\$15,239.29
				10% CITY	\$1,693.25

ITEM NUMBER	SP 4204-40, SP 139-010-016 STATE FURNISHED MATERIALS (System A and B)	UNIT	QUANTITY	UNIT PRICE	COST (8)
	-Lump Sum-For Information Only-				
	ATC CABINET 350	EACH	2.00	56,880.44	113,760.88
	AUTOSCOPE SYSTEM	EACH	2.00	2,286.54	4,573.08
	AUTOSCOPE CAMERA	EACH	8.00	8,663.80	69,310.40
				TOTAL	\$187,644.36
			(8) 50% STATE	\$93,822.18	
			50% CITY	\$93,822.18	

CITY OF MARSHALL

RESOLUTION 24-091

IT IS RESOLVED that the City of Marshall enter into MnDOT Agreement No. 1056297 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the signal system, water main, sanitary sewer, sidewalk, lighting, pedestrian crosswalk flasher system, roadway, and parking lane construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 19 from 700 feet east of Channel Parkway to Bruce Street within the corporate City limits under State Project No. 4204-40.

IT IS FURTHER RESOLVED that the Mayor and the _____ City Clerk
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Marshall at an authorized meeting held on the _____ 22nd _____ day of
_____ October _____, 2024, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 2024

Notary Public _____

My Commission Expires _____

(Signature)

Steven Anderson

(Type or Print Name)

(Title)

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Mayor Byrnes and Administrator Hanson
Meeting Date:	Tuesday, October 22, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Approve Legislative Services Agreement with Flaherty and Hood for 2025 and 2026
Background Information:	<p>Mayor and staff met with Flaherty and Hood Government Relations Senior Lobbyist Marty Seifert to review capital needs for the City of Marshall. Wastewater, street infrastructure, park and recreation facilities as well as public safety projects were discussed as needed to be funded in the future. To consider all revenue sources, the city is interested in partnering with the MN Legislature on funding some of the possible projects discussed. Initial projects highlighted for the 2025 legislative session include MERIT center Phase 3 completion and the city's Band Shell. Due to the sometimes complexities of the legislative process, Mayor and staff are recommending that the city pursue governmental relations expertise in order to secure legislative funding. Please see attached agreement from Flaherty and Hood for \$50,000 for 2025 and 2026. The 2025 proposed budget does include \$25,000 for legislative services.</p>
Fiscal Impact:	\$25,000 for 2025 and \$25,000 for 2026
Alternative/ Variations:	Do not approve the Agreement
Recommendations:	Approve Legislative Services Agreement with Flaherty and Hood for 2025 and 2026

October 11, 2024

Sharon Hanson
City Administrator
City of Marshall
344 West Main St.
Marshall, MN 56258

Dear Sharon,

We have enjoyed working with you and the City of Marshall in previous years. This letter serves as both proposal and agreement for Flaherty & Hood, P.A. (“Firm”) to provide legislative services to the City of Marshall (“City”) for 2025 and 2026.

Scope of Services

Flaherty & Hood will provide legislative services as directed by the City of Marshall. The following reflects the scope of Flaherty & Hood’s services to the City under this agreement:

- Developing and executing a legislative strategy
- Drafting necessary legislation and amendments
- Securing bill authors
- Direct lobbying of committee chairs, key legislators, and the Governor’s Administration
- Creating handouts and other informational materials
- Monitoring progress of relevant bills through the legislative process
- Coordinating testimony at legislative hearings

Project Management

Marty Seifert will serve as the primary contact for the City of Marshall at the firm and will oversee the execution of activities described in this agreement. Mr. Seifert will be assisted by other Flaherty & Hood staff as necessary. As head of the firm’s lobbying practice, Shareholder Attorney/Lobbyist Bradley Peterson will be ultimately responsible for the delivery of services to the City.

Compensation

The cost of the services outlined in this agreement is \$50,000. This is a flat fee rate that will be billed in four installments of \$12,500 with invoices sent in January 2025, June 2025, January 2026, and June 2026. Additional reasonable expenses, such as printing, postage, travel, and/or meal expenses related to the execution of City business will be billed separately.

Term of Agreement

The term of services outlined in this agreement will commence on January 1, 2025, or when this agreement has been approved by the Marshall City Council, fully executed by both parties, and a copy of the executed agreement has been received by Flaherty & Hood, whichever comes first. The term of services will continue through December 31, 2026.

Termination

This agreement may be terminated by either party prior to December 31, 2026 by providing 30 days written notice to the other, at which time a pro-rated portion of the total fee owed will be promptly billed and paid.

Conflict of Interest

By entering into this agreement, the City understands that Flaherty & Hood represents other cities seeking funding from the legislature. Flaherty & Hood advocates for each client’s interests strenuously on their own merits. If a conflict of interest arises, the Firm will immediately engage both parties to come to a mutually satisfactory resolution.

Amendment to Agreement.

The scope and/or terms of this agreement may be amended by mutual consent of both parties. The amendment must be in writing, describe the additional services, terms or compensation agreed to, and be signed by the designated representative of the City and a representative of the Firm.

Minnesota Campaign Finance Board Requirements.

The services outlined under this agreement will require Flaherty & Hood lobbyists to maintain their registration as lobbyists for the City of Marshall with the Minnesota Campaign Finance Board (CFB). Lobbyists and entities that hire lobbyists are subject to certain rules and requirements. By entering into this agreement, the City agrees to comply with all relevant lobbying regulations and requirements. The firm will provide guidance and assistance to the City to ensure compliance. Please reach out to any member of Flaherty & Hood staff with questions.

Conclusion

Flaherty & Hood is pleased to provide legislative services to the City of Marshall for the 2025 and 2026 legislative sessions and we are confident that we can have a significant impact in advancing your interests.

If the proposal contained in this letter meets your approval, please sign and return one copy to Flaherty & Hood and retain a copy for your records.

Very truly yours,

FLAHERTY & HOOD, P.A.

By:



Bradley Peterson, Shareholder Attorney, Flaherty & Hood, P.A.

_____ Date

Accepted By:

Robert Byrnes, Mayor, City of Marshall

_____ Date

Accepted By:

Sharon Hanson, City Administrator, City of Marshall

_____ Date

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, October 22, 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:	



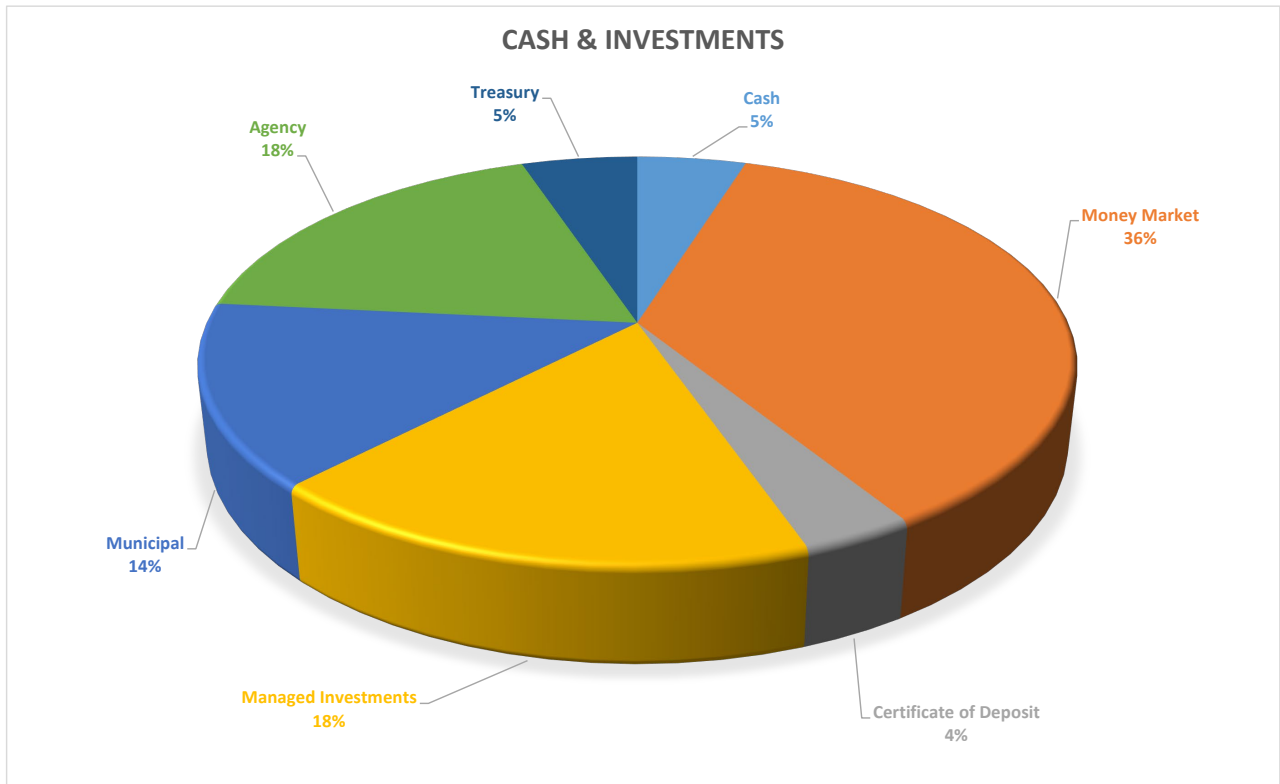
MARSHALL

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

Applicant Name	Location	Description of Work	Valuation	Approved Date
533 WEST MAIN LLP	525 MAIN ST W	Building Demolition - Total Building ONLY	27000.00	10/09/2024
Ace Home and Hardware	1633 N HWY 59	Accessory Building (Garages, Sheds, Gazebos, etc)	45000.00	10/04/2024
Ace Home and Hardware	1623 N HWY 59	Accessory Building (Garages, Sheds, Gazebos, etc)	52000.00	10/03/2024
ACE HOME & HARDWARE	109 JAMES AVE W	Windows	12000.00	10/15/2024
BCI Construction	100 LONDON RD	Monumental (ground) Sign	10000.00	10/15/2024
Buysse Roofing Systems & Sheet Metal, Inc.	307 MAIN ST W	Re-Roofing	42980.00	10/15/2024
DENNIS LOZINSKI CONSTRUCTION	625 SOUTHVIEW DR W	Doors	4000.00	10/03/2024
Dustin Westover	1501 MADRID CIRCLE	Plumbing - New building	0.00	10/10/2024
Eric Mathiowetz	402 DONITA AVE	HVAC - Furnace	4000.00	10/16/2024
Eric Mathiowetz	1104 COLUMBINE DR	HVAC - Furnace	4600.00	10/08/2024
Heritage Construction Companies, LLC	1212 COLLEGE DR E	Interior Remodeling - ANY Work Inside, Except Fireplace	83225.81	10/16/2024
JAMES LOZINSKI CONSTRUCTION INC	117 GRIMES ST	Deck	2800.00	10/14/2024
JAMES LOZINSKI CONSTRUCTION INC	205 SUNRISE LN	Deck	2800.00	10/15/2024
JAMES LOZINSKI CONSTRUCTION INC	309 REDWOOD ST E	Deck	2800.00	10/15/2024
Jim Brock	1501 COLLEGE DR W	Building Addition	32000.00	10/15/2024
Kevin V Goslar	100 MAIN ST E	Plumbing - Water heater	1450.00	10/14/2024
Kevin V Goslar	602 KATHRYN AVE	HVAC - Air Conditioning, [air handler and heat bank]	8750.00	10/15/2024
Kevin V Goslar	702 2ND ST S	HVAC - Air Conditioning, Furnace	8750.00	10/04/2024
STRAIGHT UP BUILDERS LLC	304 MARSHALL ST E, 304 MARSHALL ST E, 304 MARSHALL ST E, 304 MARSHALL ST E	Concrete Patio, Doors, Interior Remodeling - ANY Work Inside, Except Fireplace, Re-Siding, Windows	85000.00	10/04/2024
STRAND HOME SERVICES LLC	1105 BRUCE CIR	Interior Remodeling - ANY Work Inside, Except Fireplace	5000.00	10/14/2024
VERSAEVEL/MATTHEW & BREANNA/JT	205 F ST, 205 F ST	Interior Remodeling - ANY Work Inside, Except Fireplace, Windows	13000.00	10/15/2024

City of Marshall, Minnesota
Cash & Investments
 9/30/2024

	Par Value	YTM Rate
CASH & INVESTMENTS:		
Checking -Bremer	2,348,939.71	0.00%
Money Market - US Bank	7,751,724.36	4.79%
Money Market - Wells Fargo	912,657.16	5.04%
Money Market - 4M	9,089,241.09	5.18%
Agency - 4M	3,355,000.00	4.33%
Certificate of Deposit - Wells Fargo	735,000.00	5.32% Average
Investment Portfolio - General Fund	2,819,590.33	
Investment Portfolio - WW/SW Capital Reserve	3,772,269.70	
Investment Portfolio - Endowment Fund	1,989,061.46	
Municipal - US Bank	7,010,000.00	4.20% Average
Certificate of Deposit - US Bank	990,000.00	4.54% Average
Agency - US Bank	5,585,000.00	5.01% Average
Treasury - US Bank	2,500,000.00	4.19% Average
TOTAL CASH & INVESTMENTS	48,858,483.81	4.27% Average YTM



**MINUTES OF THE
MARSHALL PLANNING COMMISSION MEETING
OCTOBER 9, 2024**

MEMBERS PRESENT: Pieper, Deutz, Doom, Lee
MEMBERS ABSENT: Agboola, Stoneberg, Muchlinski
OTHERS PRESENT: Jason Anderson, Ilya Gutman, Amanda Schroeder,
Christina Cruz-Jennings (via Zoom)

Call to Order.

The meeting was called to order by Chairperson Lee.

Approval of the Minutes.

Chairperson Lee asked for the approval of the minutes of the August 14, 2024, regular meeting of the Marshall Planning Commission. DOOM MADE A MOTION, SECOND BY DEUTZ, to approve the minutes as written. ALL VOTED IN FAVOR OF THE MOTION. MOTION PASSED 4:0.

Chairperson Lee asked for the approval of the minutes of the August 21, 2024, special meeting of the Marshall Planning Commission. DOOM MADE A MOTION, SECOND BY PEIPER, to approve the minutes as written. ALL VOTED IN FAVOR OF THE MOTION. MOTION PASSED 4:0.

Conduct a Public Hearing on the Ordinance Amendment to Chapter 86, Article IV, Section 86-97 Low Density Residence District

Gutman shared the ordinance provides for minimum lot size in this district, but also requires enlarged lot for duplexes. However, since duplexes are permitted by a conditional use only, specific lot size limitation for duplexes seems redundant because it will be a part of considerations for granting a conditional use permit. Therefore, staff recommends removing this regulation. DOOM MADE A MOTION, SECOND BY PEIPER, to close the public hearing. ALL VOTED IN FAVOR. DOOM MADE A MOTION, SECOND BY DEUTZ to recommend to City Council approval of the revisions amending Sec. 86-97 Low Density Residence District by removing additional lot size requirements for duplexes. ALL VOTED IN FAVOR. MOTION PASSED 4:0.

Conduct a public hearing on the request of Matt Schnoor for a Conditional Use Permit for a duplex in an R-1 District

Gutman presented this is a request to have a single ownership duplex in an R-1 One Family Residence District. This building was built in 1975 as a single-family residence. In 1986 the owner (different from the current one) applied for a Conditional Use permit for a duplex. However, the request was denied because the lot size was not meeting Ordinance requirements, the windows were not adequate for egress, and the lower unit's only access/exit was through the garage. Despite denial, it seems that the past owners kept using the building as a duplex. In order to bring this building into compliance for rental registration, an approval of the Conditional use permit is necessary. All windows were replaced in 2004 and 2013, and the Ordinance is currently being amended to reduce lots' minimum size for duplexes. Construction to separate the lower unit's exit from the garage has been discussed with the current owner and is included as a condition for approval. Doom asked where the entrance to each unit was located. Gutman informed that both units have their own entrances, but the lower unit's only access/exit is through the garage. In order to grant the conditional use permit, the lower unit's exit would need to be separated from the garage, as required by the Building Code to create full separation. Doom asked why this duplex was allowed without a conditional use permit when it was denied in 1986. Ilya stated it was not allowed. Anderson shared the current owner has applied for a Rental Registration and does not have a conditional use permit for the building located on 906 Cheryl Avenue, which is why they are requesting the conditional use permit. Mary Schuna, 616 W Thomas Avenue, questioned how this would affect the properties values. Anderson stated the City Assessor's office would be the proper office to answer this question, but stated this property has been a duplex for the past few decades and most likely there would be no change to how values are determined today or tomorrow. DEUTZ MADE A MOTION, SECOND BY DOOM, to close the public hearing. ALL VOTED IN FAVOR. PEIPER MADE A MOTION SECOND BY DEUTZ to recommend to City Council an approval of the request to grant a Conditional Use Permit for a single ownership duplex in an R-1 One Family Residence District with the following condition: Lower level exit is separated from the garage as required by the Building code and a building permit is obtained for this work. ALL VOTED IN FAVOR. MOTION PASSED 4:0.

-UNAPPROVED-

Conduct a public hearing on the Ordinance Amendment to Chapter 86, Article II-1, Section 86-31 Prohibited Uses

Gutman shared with the current trend to develop wind towers and all controversy surrounding those developments, it seems reasonable to limit this development at least within the city limits. Proposed restrictions will still allow decorative or single use wind towers, but not commercial developments. DOOM MADE A MOTION, SECOND BY DEUTZ to close the public hearing. ALL VOTED IN FAVOR. DOOM MADE A MOTION, SECOND BY DEUTZ to recommend to City Council an approval of the revisions amending Sec. 86-31 Prohibited uses by limiting wind tower construction. ALL VOTED IN FAVOR. MOTION PASSED 4:0.

Conduct a Public Hearing on the Ordinance Amendment to Chapter 86, Article VI-1, Section 86-165 Structures in Residential Districts.

Gutman informed the current ordinance prohibits fuel tanks over 50 gallons in residential areas. This provision was intended to limit the possibility of using propane to heat the entire house, thus minimizing potential fire danger and unsightly appearance. On the other hand, smaller tanks were permitted to allow for enough fuel for a fireplace or garage heater in otherwise electrically heated houses. It was recently brought up that even a 100-gallon tank will not be enough to provide heat for the entire dwelling, making it reasonable to increase the maximum tank size to 100 gallons. Provision for screening it with a fence will stay. Anderson stated the purpose of this ordinance is to try to find a balance between what is more of an accessory, smaller use of propane and what do you want to allow versus what should not be allowed at all. DOOM MADE A MOTION, SECOND BY PEIPER to close the public hearing. ALL VOTED IN FAVOR. DEUTZ MADE A MOTION, SECOND BY DOOM to recommend to City Council an approval of the revisions amending Sec. 86-165 Structures in Residential Districts to allow tanks up to 100 gallons. ALL VOTED IN FAVOR. MOTION PASSED 4:0.

Other Business

Since there was no other business, DOOM MADE A MOTION SECOND BY DEUTZ, to adjourn the meeting. ALL VOTED IN FAVOR. MOTION PASSED 4:0 Chairperson Lee declared the meeting adjourned.

Respectfully submitted,
Karla Ellis, Recording Secretary



Upcoming Meetings

October

- 10/22 Legislative and Ordinance Committee, 12:45 PM, City Hall
 - 10/22 Ways and Means Committee, 3:30 PM, City Hall
 - 10/22 Regular Meeting, 5:30 PM, City Hall
-

November

- 11/05 General Election, Polls open 7 AM and Close at 8 PM
- 11/12 Special Meeting, 5:00 PM, City Hall
- 11/12 Regular Meeting, 5:30 PM, City Hall
- 11/26 Regular Meeting, 5:30 PM, City Hall
- 11/26 Work Session, Immediately to Follow Regular Meeting, 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

2024 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.

2025 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 14, 2025
2. January 28, 2025

February

1. February 11, 2025
2. February 25, 2025

March

1. March 11, 2025
2. March 25, 2025

April

1. April 8, 2025
2. April 22, 2025

May

1. May 13, 2025
2. May 27, 2025

June

1. June 10, 2025
2. June 24, 2025

July

1. July 8, 2025
2. July 22, 2025

August

1. August 12, 2025
2. August 26, 2025

September

1. September 9, 2025
2. September 23, 2025

October

1. October 14, 2025
2. October 28, 2025

November

1. Monday, November 10, 2025
2. November 25, 2025

December

1. December 9, 2025
2. December 23, 2025

2025 Uniform Election Dates

- February 11, 2025
- March 04, 2025
- April 08, 2025
- May 13, 2025
- August 12, 2025
- November 04, 2025

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.